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.

September 15, 2015

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

CLOSED SESSION

2. ***PERSONNEL [Pursuant to Government Code §54957].*** Public Employee Appointment – Title – County Counsel.

3. ***CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)]*** - decision whether to initiate litigation (one case).

4. ***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, Assistant County Administrator, Rick Benson, 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: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, 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: Law Enforcement Administrators' Association (LEAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, 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: Deputy Sheriff's Association (DSA) - Negotiators: County Administrative Officer, Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

OPEN SESSION

10:00 a.m. ***PLEDGE OF ALLEGIANCE***

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

9. ***PUBLIC COMMENT***

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

10. ***Motor Pool*** – Request Board award the bid to and approve the purchase from Downtown Ford of Sacramento, for two 2016 Ford Expeditions, equipped for law enforcement in an amount not to exceed $93,529,02.

CLERK-RECORDER

11. Request approval of a Memorandum of Understanding with Democracy Works, Inc., to participate in the pilot of Ballot Scout, a mail-ballot tracking tool during the 2015 election cycle; and authorize the Clerk-Recorder to sign, contingent upon the appropriate signatures being obtained and furnish a signed copy to the Clerk of the Board for the Board's files.

HEALTH AND HUMAN SERVICES

12. ***Inyo First Five Commission*** – Request Board appoint the following to the Inyo County Children and Families Commission to complete unexpired three year terms ending December 5, 2018: Katie Larsen representing the Early Child Health Services Category and Candice Ruiz representing the Parent Category. *(Notice of vacancy resulted in requests for appointment being received by Ms. Larsen and Ms. Ruiz.)*

PLANNING DEPARTMENT

13. Request approval of the Joint Funding Agreement with the U.S. Geological Survey for wells and springs monitored in the Southern Amargosa Desert in an amount of $8,000; and authorize the Chairperson to sign.

ROAD DEPARTMENT

14. Request approval of the closure of portions of North Pa Ha Lane, Diaz Lane, and Barlow Lane on Friday, September 25, 2015 between 9:00 a.m., and 12:30 p.m., for the California Indian Day Parade.

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

15. ***BOARD OF SUPERVISORS – Fourth District Supervisor – PUBLIC WORKS*** – Request approval to apply for Toiyabe Community Wellness Program funding for two separate bike paths going in each direction along Bartell Road (a County Road) on the Big Pine Paiute Reservation, from Richards St. to Highway 395 and authorize the Chairperson to sign.

16. ***AGRICULTURAL COMMISSIONER*** – Request approval of a resolution approving the application for funds from the National Fish and Wildlife Foundation Under the Pulling Together Initiative authorizing the submittal of a grant application in the amount of $41,805.72 for combating invasive plant species on the East and West Walker rivers.

17. ***PROBATION*** – Request Board ratify and approve the Contract between the County of Inyo and the Inyo County Superintendent of Schools for an Extended Day Program for the period of July 1, 2015 through June 30, 2016, in an amount not to exceed $21,227, contingent upon receipts of Vehicle Licensing Fee from the California State Controller's Office; and authorize the Chairperson to sign.

18. ***PROBATION*** – Request Board ratify and approve the Contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2105 through June 30, 2016, in an amount not to exceed $31,840, contingent upon receipts of Vehicle Licensing Fee from the California State Controller's Office; and authorize the Chairperson to sign.

19. ***PLANNING*** – Request Board review the draft scope of work regarding the preparation of individual Specific Plans for Charleston View, Tecopa and Shoshone, provide input and direct staff to proceed with implementation.

20. ***PUBLIC WORKS*** – Request Board award and approve the Contract between the County of Inyo and Foam Experts Roofing, Inc., for the Big Pine Town Hall Building Roof Repair Project in the amount of $34,275, contingent upon the Board's adoption of future budgets; authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; and authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

21. ***HEALTH AND HUMAN SERVICES – Eastern Sierra Area Agency on Aging (ESAAA)*** – Recommend approval of the draft Needs Assessment for determining needs for older adults in Inyo and Mono counties for the funded services from the California Department of Ageing.

22. ***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 Office Clerk position exists in the Behavioral Health budget as certified by the Director of Health and Human Services and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy will be filled through an internal recruitment though an open recruitment may be required if there are no internal candidates; and C) approve the hiring of one full-time Office Clerk III at Range 52 ($2,880 - $3,500).

23. ***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 Addictions Counselor position exists as certified by the Director of Health and Human Services and concurred with by the County Administrator and 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 Addictions Counselor II at Range 60 ($3,471 - $4,216) or III at Range 64 ($3,910 - $4,630) depending upon qualifications.

24. ***HEALTH AND HUMAN SERVICES*** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a HHS Administrative Assistant position exists as certified by the Director of Health and Human Services and concurred with by the County Administrator and Auditor-Controller; B) where it is possible that the position could be filled by internal candidates meeting the qualifications for the position, a State Merit System list exists and must be exhausted before a new recruitment can be conducted; and C) approve the hiring of one Assistant to the HHS Director at Range 70 ($4,390 - $5,341).

25. ***HEALTH AND HUMAN SERVICES – Social Services*** - Request Board 1) approve the increased salary range for the HHS Deputy Director-Aging and Social Services from Range 84 ($5,777 - $7,022) to Range 88 ($6,627 - $8,053); and 2) find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the HHS Deputy Director position exists and is budgeted as certified by the Director of Health and Human Services and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the position could possibly be filled through an internal recruitment, however, an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and C) approve the hiring of one HHS Deputy Director at Range 88.

26. ***SHERIFF*** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Animal Control Officer comes from the General Fund, as certified by the Sheriff, and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the position could possibly be filled through an internal recruitment, however, an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and C) approve the hiring of one Animal Control Officer at Range 56 ($3,163 - $3,839).

27. ***COUNTY ADMINISTRATOR – Library*** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for Library Specialist position exists as certified by the County Administrator and concurred with by the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment however an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one APAR Library Specialist I, at Range 46A ($13.42/hr.).

28. ***COUNTY ADMINISTRATOR – Inyo Recycling and Waste Management*** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Equipment Operator exists in the Solid Waste budget as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy can be filled through an internal recruitment; and C) approve the hiring of one Equipment Operator I at Range 58 ($3,310 - $4,027).

29. ***COUNTY ADMINISTRATOR*** – Request Board consider a proposed amendment to the Joint Powers Agreement for the Eastern Sierra Transit Authority and, if approved, authorize the Chairperson to sign.

30. ***COUNTY ADMINISTRATOR - Emergency Services*** - Request Board continue the local emergency, The Death Valley Roadeater Emergency that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32, as recommended by the County Administrator.

31. ***COUNTY ADMINISTRATOR – Emergency Services*** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.

32. ***COUNTY ADMINISTRATOR - Emergency Services*** - Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.

33. ***COUNTY ADMINISTRATOR - Emergency Services*** – Request Board continue the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.

34. ***CLERK OF THE BOARD*** – Request approval of the minutes of the Board of Supervisors Meetings of September 1, 2015.

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

11:30 a.m. 35. ***COUNTY ADMINISTRATOR*** – Request Board consider options for filling the unexpired term for the Office of Coroner and, if your Board decides not to make an appointment at today's meeting, provide direction to staff.

1:30 p.m. 36. ***PLANNING*** – Request Board conduct a workshop regarding the Draft Tribal Consultation Policy.

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

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

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

38. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
10

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Motor Pool

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Purchase of Two 2016 Ford Expeditions

DEPARTMENTAL RECOMMENDATION: Request your Board authorize the purchase of two 2016 Ford Expeditions equipped for law enforcement from Downtown Ford of Sacramento through the State of California contract in the amount of $93,529.02.

SUMMARY DISCUSSION: Recently, a Deputy Sheriff was involved in a collision which resulted in injuries to the deputy and the total loss of a Ford Expedition patrol vehicle. Two Expedition patrol vehicles are utilized by the Sheriff's Department in the desert due to the extraordinarily demanding conditions. As a result, it is imperative to replace this vehicle as soon as possible.

The State of California annually conducts a competitive bid process which results in a list of vehicles available for purchase by counties, municipalities and special districts at a predetermined price. Due to the volume involved in the state contract this price is always competitive, if not lower, than what could be expected if the vehicles were to be acquired through the County's bid process. Piggybacking on the state contract is a common practice throughout California and will expedite the acquisition of the car.

Coincidentally, the other Expedition in desert service is scheduled for replacement this year, as well, having met the motor pool replacement criteria. It is Motor Pool's request, therefore, to purchase both vehicles simultaneously through the state contract.

As part of the state contract these vehicles will be equipped by the dealer and delivered fully equipped with all specialized safety equipment (lights, sirens, etc.)

ALTERNATIVES: The recommended budget includes an appropriation in the amount of $498,000 for the purchase of vehicles for fiscal year 2015/2016. Your Board could choose not to make this purchase through the state contract and direct staff to initiate the bid process. Your Board could also decide not to replace these vehicles at this time, however, the Sheriff's Department would be short one desert vehicle and be required to continue to place in service a high mileage vehicle.

OTHER AGENCY INVOLVEMENT: Sheriff's Department

FINANCING: The vehicles recommended for purchase have been included in the 2015/2016 Motor Pool Budget 200100, Object Code 5655.

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: YO Date 9/9/15
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date_____

DEPARTMENT HEAD SIGNATURE: _____ Date: 9/9/15
(Not to be signed until all approvals are received)

For Clerk=s Use Only:
AGENDA NUMBER
11

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

FOR THE BOARD MEETING OF:

SUBJECT: Approval to enter into a Memorandum of Understanding with Democracy Works, Inc to participate in the pilot of Ballot Scout, a mail-ballot tracking tool during the 2015 election cycle.

DEPARTMENTAL RECOMMENDATION:

1) Approval to enter into a Memorandum of Understanding with Democracy Works, Inc not to exceed $0.00 for Ballot Scout, a mail-ballot tracking tool during the 2015 election cycle and authorize the Clerk Recorder to sign contingent upon the appropriate signatures being obtained.

SUMMARY DISCUSSION:

Approximately 60% of Inyo County voters cast their ballot by mail. However, once ballots have been mailed, there is currently no way for either the voter or the elections office to track the ballot through the postal system, where ballots are sometimes lost or delayed.

Every year voters contact the elections office claiming that they never received their ballot, even though our system indicates that a ballot was mailed to them. One study of the 2012 elections estimated that as many as 3.9 million ballots requested in the United States never reached voters and another 2.9 million ballots received by voters did not make it back to election officials.

Ballot Scout helps election offices to add USPS Intelligent Mail barcodes to vote by mail ballot envelopes, which allows administrators and voters to track every ballot with the same ease as a FedEx package. By participating in this pilot program, Inyo County will have the opportunity to refine and test the tool at no cost in 2015, ahead of the 2016 Presidential election cycle.

ALTERNATIVES:

- The Board could deny the request all together, which would result innot being able to participate in the pilot program during the 2015 election cycle.

FINANCING:

There will be no net increase to county cost to participate in this pilot program.

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: 09/01/15
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: 9/8/2015

Memorandum of Understanding between Democracy Works, Inc. and Inyo County, California regarding Ballot Scout

Signed _____

by

Maggie Moore

Government Outreach Lead

Democracy Works, Inc.

and

Kami Foote

County Clerk-Recorder

Inyo County, California

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to facilitate a collaborative partnership between Democracy Works, Inc. and Inyo County, California and coordinate activities associated with piloting Democracy Works' mail-ballot tracking tool, Ballot Scout. We believe that combining the knowledge and experience of dedicated elections professionals with Democracy Works' technical development expertise has produced a simple, useful and even beautiful ballot tracking tool. Democracy Works is partnering directly with election administrators across the nation to pilot and refine the tool in 2015, in preparation for the 2016 election cycle.

This MOU is intended to outline the mutual understanding and intentions of the participating organizations as well as provide a framework for formal cooperation. This document serves as a formal agreement between the organizations, effective as of the signing date.

II. Goals

This MOU is designed to facilitate:

1. Knowledge-sharing between the parties about current processes for mail balloting, to ensure that the system meets the needs of election administrators
2. Demonstration of the system and its current features, to provide election administrators an opportunity to give feedback and suggest improvements
3. Training and support for election administrators in preparation for any 2015 elections where the tool will be in use
4. A pilot of the system during the 2015 election cycle

III. Roles and Responsibilities

Democracy Works agrees to:

- Designate Maggie Moore to serve as the point-of-contact for Democracy Works
- Schedule periodic meetings to facilitate open communication, depending on the partner's availability
- Incorporate partner feedback and suggestions into future iterations of the system, where possible
- Provide technical support and training for the partner prior to any election where Ballot Scout will be in use, depending on the partner's availability
- Provide access to Ballot Scout for the partner's use in 2015

Inyo County agrees to:

- Designate a specific person to serve as the point-of-contact for the organization
- Provide information about the office's current mail-ballot processes and systems
- Provide contact information for any mail vendor currently being used to send absentee/mail ballots
- Test the ballot tracker in concert with existing systems
- Participate in approximately 4 hours of interviews and advising during the course of 2015, which may include the oppotrunity to provide feedback on proposed features or improvements
- Participate in a post-election after action report (AAR) with Democracy Works staff to discuss new features, improvements, and suggestions
- Make a good faith effort to sign on to a paid contract in 2016

IV. Tentative Schedule

- Documentation/explanation of existing processes and systems - August, 2015
- Training and feedback on Ballot Scout - September, 2015
- Ballot preparation and testing - September, 2015
- Rollout for election - October, 2015
- Ongoing Support - continuous during 2015
- After action report (AAR) meeting - November, 2015

V. Points of Contact

Democracy Works:

Maggie Moore

Government Outreach Lead, Democracy Works

347.560.4130

maggie@democracy.works

Inyo County, California:

Kammi Foote

County Clerk-Recorder

760-878-0222

kfoote@inyocounty.us

VI. Financial Considerations

Nothing in this MOU shall be deemed to be a commitment or obligation of funds from either party.

Democracy Works considers the advice and expertise provided by the partner county to be a valuable commodity. In exchange for the partner's participation in the pilot program, Democracy Works therefore agrees to provide access to the tool, as well as training and support, free of charge to the partner during the 2015 election cycle. Pricing for continuation of these services in 2016 is available upon request.

VII. Additional Terms

This MOU in no way restricts any of the parties from participating in similar activities or arrangements with other organizations.

In no event shall either party be liable for any indirect, special consequential, incidental, punitive, or non-contractual damages to losses arising out of or related to this agreement, including without limitation, relating to the performance or breach hereof, even if a party has been advised of the possibility thereof.

VIII. Effective Date

This MOU will become effective upon signature by Democracy Works and Inyo County, California. This MOU shall terminate on December 31st, 2015 unless renewed by the Parties. Its provisions will be reviewed annually and amended or supplemented as may be mutually agreed upon in writing.

Democracy Works, Inc.

Inyo County, California

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
12

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

FROM: HEALTH & HUMAN SERVICES – First 5 Inyo County

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Appointment of Commissioners Katie Larsen and Candice Ruiz to the Inyo County First 5 Children and Families Commission.

DEPARTMENTAL RECOMMENDATION:

Request Board: 1) Appoint Katie Larsen to the Inyo County Children and Families Commission (First 5 Inyo County). Larsen will represent the early child health services category for a two year term to expire in Dec. 5, 2018. 2) Re-appoint Candice Ruiz to the Inyo County Children and Families Commission. Ruiz will represent the parent category, also for a two year term to expire in Dec. 5, 2018.

COUNTY ADMINISTRATOR RECOMMENDATION:

SUMMARY DISCUSSION:

County Ordinance 1034 requires the Commission membership to include seven (7) members representing various backgrounds as designated in statute. Currently, there are five active commissioners. The addition of Larsen and re-appointment of Ruiz will allow us to operate as full commission better able to meet quorums and keep consistent meetings. Larsen works in the field of early child health from a prevention perspective, and will bring child health advocacy issues to the commission's attention in her role. Ruiz has 5 children, 3 of whom are 4 years or younger, and can speak to local parent needs and concerns.

ALTERNATIVES:

Your Board could deny this request resulting in the need for further recruitments to fulfill County Ordinance 1034.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

None

APPROVALS	
COUNTY COUNSEL: **N/A**	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: **N/A**	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: **N/A**	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)
(The Original plus 20 copies of this document are required)
Jen Turner by MMan Date: 9/4/15

Katie Larsen

362 E. Line St #B
Bishop, CA 93514
Phone: 406-396-5291

First 5 Inyo County HHS
Board of Supervisors
568 W. Line Street
Bishop, CA 93514

Greetings and Salutations,

I am writing to express my interest in the volunteer commission position for First 5 Inyo County HHS and hope that this letter illustrates why my presence on this commission will benefit Inyo County and its citizens.

At present my position as the Racial and Ethnic Approaches to Community Health (REACH) Project Coordinator for Toiyabe Indian Health Project provides me with unique insights into our tribal communities and the impacts that public health has on youth and our communities. The primary focus of this work is policy, systems and environmental project coordination to increase access to healthy food to our communities and I feel passionate that social changes begin with children and families with children.

I am an avid and enthusiastic supporter of all public health initiatives that focus on increasing education and awareness to families in the hopes of producing change for future generations. In my past I have served as a youth Nordic ski coach, volunteered in first and second grade classrooms for most over 15 years and currently am an active and frequent volunteer at the Bishop Indian Head Start. I have also been enthusiastic in pushing the city and county to change the built environment around our schools to increase safe access for walking and biking. I feel that a position on the commission board will only further these efforts and bring me closer to influencing policy makers to consider how our community social norms should embrace a model of health-in-all-policies.

If selected to sit on this commission I know that my education, community connections and enthusiasm to see a healthier, more vibrant Inyo County will serve to enhance decisions being made at First 5 Inyo County. I welcome any inquiries for further information on my background and skills and hope that I have the opportunity to serve.

Thank you for your time and consideration.

Sincerely,

Katie Larsen
REACH Project Coordinator
Toiyabe Indian Health Project

Candice Ruiz
324 E. Line Street
Bishop, CA 93514

August 31, 2015

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

Dear Patricia Gunsolley,

My name is Candice Ruiz and I have served as the First 5 parent commissioner for the last year and a half.

I really enjoy this position as I have 5 children of my own and feel as though I can offer valuable input to the meetings.

I would like to continue to do so if there is no one else interested in the position. Thank you!

Sincerely,

Candice Ruiz

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
13

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

FROM: Planning Department – Yucca Mountain Repository Assessment Office

FOR THE BOARD MEETING OF: September 15, 2013

SUBJECT: Yucca Mountain Oversight – Joint Funding Agreement with U.S. Geological Survey for Wells and Springs Monitored in Southern Amargosa Desert

DEPARTMENTAL RECOMMENDATION: Authorize the Chairperson to sign the Joint Funding Agreement with the U.S. Geological Survey for Wells and Springs Monitored in Southern Amargosa Desert in the Amount of $8,000.00.

SUMMARY DISCUSSION: The County has been participating in licensing activities being conducted by U.S. Nuclear Regulatory Commission (NRC) concerning the proposed Repository for High Level Nuclear Waste at Yucca Mountain for many years. In 2008, the NRC concluded the Department of Energy's (DOE) final environmental impact statement which addresses the impact of the proposed repository but did not adequately address all the potential impacts of the repository on groundwater or from surface discharges of groundwater, and required the DOE to prepare a Supplemental EIS (SEIS) analyzing groundwater impacts. In response, DOE submitted an Analysis of Postclosure Groundwater Impacts report in July 2009. In accordance with the applicable law, DOE has elected to not prepare the required SEIS, but instead, has requested the NRC to prepare the SEIS. In October 2014, DOE issued an updated Analysis of Postclosure Groundwater Impacts report. The updated Analysis of Postclosure Groundwater Impacts provides technical updates to the report issued in 2009 and is intended to provide the information necessary to allow for NRC to prepare the required SEIS. The NRC made the SEIS available for public comment in August, and the public comment period is expected to close on October 20th, 2015. The County is currently reviewing the previously prepared reports and groundwater models in preparation of providing comment on the SEIS.

Numerous agencies have groundwater monitoring wells in the Amargosa desert, including the U.S. Geological Survey (USGS), National Park Service (NPS), U.S. Fish and Wildlife Service (USFS), Bureau of Land Management (BLM), and Nye County. Many of these wells were developed in relation to the Yucca Mountain program, including several wells developed by Inyo County. USGS monitors wells in the network and archives the data. This information is valuable to the County's Yucca Mountain program because if licensing proceedings reinitiate in the future, the data will provide greater clarity about the groundwater link between the Repository site and Inyo County.

An opportunity has arisen for the County to participate in the monitoring of the Amargosa Well network. County staff has coordinated with USGS to prepare the attached Joint Funding Agreement for the network. As discussed above, the network provides valuable data for the County's Yucca Mountain program, and staff recommends that the County participate in the program by providing funding to the USGS for its monitoring activities. Inyo County previously participated in and provided funding to the Amargosa Well network in 2013.

ALTERNATIVES: The Board could not approve the JFA. This is not recommended because the Amargosa well network provides valuable information relevant to the County's Yucca Mountain program.

OTHER AGENCY INVOLVEMENT: USGS, NPS, FWS, BLM, and Nye County

FINANCING: Resources for the JFA are budgeted within Yucca Mountain Oversight Budget #620605, Professional Services Object Code #5265. Fund balance is available to finance this work.

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 08/21/15
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 8/28/2015
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 8/28/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 8/31/15

Attachment – Joint Funding Agreement

United States Department of the Interior

U.S. GEOLOGICAL SURVEY

PACIFIC REGION
NEVADA WATER SCIENCE CENTER
2730 N. Deer Run Road
Carson City, Nevada 89701
Phone: 775-887-7600; Fax: 775-887-7629
Website: http://www.usgs.gov/

August 7, 2015

Matt Kingsley, Chairperson,
Inyo County, Board of Supervisors
C/o Yucca Repository Assessment Office
P.O. Drawer L
Independence, CA 93526

Dear Mr. Kingsley:

The Nevada Water Science Center thanks you for your continued support of the water-level and spring discharge monitoring program conducted cooperatively between the U.S. Geological Survey and the County of Inyo, California and other cooperators. The purpose of this study is to maintain a water-level and spring discharge monitoring network in the Amargosa Desert. The total cost to the County of Inyo is $8,000 for operation and maintenance (O&M) of this program for the period of October 1, 2015 - September 30, 2016. Pending availability of Federal Matching Funds from the Cooperative Water Program, we will contribute will be $6,076.

If you approve this work and the funding required, please sign the attached joint funding agreement, 16WSNV00700, and return it to Helen Houston at NVFinance@usgs.gov. Funds are not required at this time. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

Sincerely,

David L. Berger, Acting Director
USGS, Nevada Water Science Center

Enclosures

Cc: M. Moran, R. Graves, NV Finance

Enclosure 2

16WSNV00700

USGS Nevada Water Science Center
2730 N. Deer Run Road
Carson City, NV 89701
Fax: 775-887-7629
DUNS: 178930541

County of Inyo, California
c/o Yucca Repository Assessment Office
PO Drawer L
Independence, CA 93526
Phone: 760-878-0263
Fax: 760-878-0382
TID: 95-6000545
DUNS: 010706687

Technical Contact
Michael Moran/Robert Graves
Phone: 702-564-4545, 702-564-4606
mjmoran@usgs.gov, rggraves@usgs.gov

Technical Contact
Joshua Hart, Planning Director
Phone: 760-878-0268
jhart@inyocounty.us

Executive Contact
John Sciacca, Director
Phone: 775-887-7650

Executive Contact
Matt Kingsley, Chairperson
Phone: 760-878-0268

Billing Contact
Helen Houston, Budget Analyst
Phone: 775-887-7605
NVFinance@usgs.gov

Billing Contact
Joshua Hart, Planning Director
Phone: 760-878-0268
jhart@inyocounty.us

Any updates to contact information can be submitted to Helen Houston at NVFinance@usgs.gov.

Form 9-1366
(April 2015)

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

JOINT FUNDING AGREEMENT

Customer #:	6000001003
Agreement #:	16WSNV00700
Project #:	ZJ00EBM
TIN #:	95-6005445
Fixed Cost Agreement	YES

FOR

WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the, 7th day of August, 2015 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the County of Inyo, California, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation of the water-level and spring discharge monitoring network in Amargosa Desert herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $0.00 .

   (a) by the party of the first part during the period

Amount	Date	to	Date
$6,026.00	October 1, 2015		September 30, 2016

   (b) by the party of the second part during the period

Amount	Date	to	Date
$8,000.00	October 1, 2015		September 30, 2016

   (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

   Description of the USGS regional/national program:

   (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

   (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation) Customer #: 6000001003 Agreement #: 16WSNV00700

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered QUARTERLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

	U.S. Geological Survey United States Department of the Interior		County of Inyo, CA
	USGS Point of Contact		**Customer Point of Contact**
Name:	Michael Moran	Name:	Joshua Hart, Planning Director
Address:	160 N. Stephanie Street Henderson, NV 89074	Address:	c/o Yucca Repository Assessment Office PO Drawer L Independence, CA 93526
Telephone:	775-564-4545	Telephone:	760-878-0268
Email:	mjmoran@usgs.gov	Email:	jhart@inyocounty.us

Signatures and Date

Signature:	David L Berger 8/7/2015	Signature:	
Date:		Date:	
Name:	David L. Berger	Name:	Matt Kingsley
Title:	Acting Director	Title:	Chairperson, Inyo Co. Board of Directors

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: Road Department

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Temporary closure of North Pa Ha Lane, Diaz Lane, and Barlow Lane to the Tribal Gym

DEPARTMENTAL RECOMMENDATIONS:
Request Board approval of the closure of portions of North Pa Ha Lane, Diaz Lane, and Barlow Lane on Friday, September 25, 2015 between the hours of 9:00 a.m. and 12:30 p.m.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
On Friday, September 25, 2015, the Paiute Palace Casino plans to hold a parade celebrating California Indian Day and has requested the closure of portions of North Pa Ha Lane, Diaz Lane, and Barlow Lane for the event. The 0.85 mile parade will begin at the Paiute Palace Casino, and travel south along Pa Ha Lane to the intersection with Diaz Lane. It will then turn east down Diaz Lane, continuing to the intersection with Barlow Lane. The parade will then turn south on Barlow Lane, and will end at the Barlow Gym. The Parade is scheduled to begin at 9:00 a.m. and should be complete by 12:30 p.m. The Road Department is requesting that the Board approve the closure of ½ mile of Pa Ha Lane, ¼ mile of Diaz Lane, and 0.1 miles of Barlow Lane.

In the area of the proposed road closures, Pa Ha Lane, Diaz Lane, and Barlow Lane provides access to residents of the Paiute Tribe. The Road Department will include provisions in the special event permit that will allow people that live within the road closure area to access their homes, and will provide signs and barricades to assist with the closure of the roadway. There will be minimal impact to people trying to cross the reservation, as there are many other routes available to do so. The permittee will be required to arrange for the barricading positions and directing residents around the barricades.

ALTERNATIVES:
The Board could choose not to approve the road closure. This is not recommended, as minimal impacts are anticipated and closure of the roadway will greatly increase safety for the event participants. If this were to occur, the Paiute Palace Casino would need to identify an alternative location for the event.

OTHER AGENCY INVOLVEMENT:
County Counsel

FINANCING:
There is no financial impact anticipated from this event.

Road Department will provide signs, barricades, etc. on a loan agreement basis. Road Department will deliver and pickup traffic control devices.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: Yes Date 9/1/15
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) S Williams Date: 9/2/15

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
15

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Fourth District Supervisor Mark Tillemans-Public Works Director

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Toiyabe Community Wellness Program Request for Funding

DEPARTMENTAL RECOMMENDATION: - Request approval to apply for Toiyabe Community Wellness Program funding bike paths on either side of Bartell Road (a County Road) on the Big Pine Paiute Reservation, from Richards St. to Highway 395; and authorize the Chairperson to sign.

SUMMARY DISCUSSION: - The Toiyabe Community Wellness Program offers funds, which are made possible with funding from the Centers for Disease Control and Prevention for projects that contribute to the wellbeing of Native American communities. Elements that have been identified in the documentation include promotion of healthy eating, active living and/or commercial-tobacco free lifestyles. The proposed Bike Path Project will provide the Big Pine Paiute Reservation safe access, via walking and biking, to the Community Wellness Garden and Nawanaki-ti Farmer's Market. The garden and market are promoting healthy eating by growing and providing healthy food choices which are accomplished in tobacco free zones. Additionally the bike paths parallel the main transportation artery for the Reservation residents to most local services and to the school which is also a tobacco free zone. This project will benefit the health and safety of the residents of the Fourth District and I am pleased to bring the proposal forward for our Board's consideration.

ALTERNATIVES: Our Board could choose to not apply for this funding. This alternative is not recommended in that the road that will be enhanced with this outside funding is a County Road.

OTHER AGENCY INVOLVEMENT:

FINANCING: The estimated cost of this project for materials and the County pre-construction costs is $79,200. Labor costs are absorbed in the existing Road Budget for personnel who are assigned to repair and maintain County roads.

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.)* Margaret Tung-Williams Approved: ✓ Date 09/10/15
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) Mark Tillemans Date:_____
(The Original plus 20 copies of this document are required)

Toiyabe Community Wellness Program

Request for Funding

Person requesting funds: Clint Quilter **Date: 9/8/15**
Project title: Big Pine Community Wellness Bike Path
Organization: Inyo County Public Works
Phone number: 760-878-0201 (O) or 831-524-3265 (C)
Email address: cquilter@inyocounty.us

Total amount requested: $79,200

1. Please provide brief explanation of the work/purchases you will complete with the funding: All Pre-Construction Costs (Architecture/ Engineering/ Environmental Review) & Materials for two separate bike paths going each direction (each 4' wide) be installed along Bartell Rd. on the Big Pine Paiute Reservation from Richards St. to Highway 395. Approximately 1500' (map attached). The two path approach is suggested for safety reasons related to direction of travel and it follows standard practice. Work also includes all paint and pavement markings.

2. Please provide an itemized breakdown of costs adding up to the total amount requested: $79,200

- **County Costs for 127 tons of Hot Mix Asphalt** $175/ton **$30,000.00**
- **County Costs for 255 cubic yards of Base Material** $165/ton **$42,000.00**
- **County Costs for Pre-Construction (10%)** **$ 7,200.00**

3. How will your work/purchases support Community Wellness Program objectives (healthy eating, active living, and/or commercial-tobacco free lifestyles)?
The Bike Path will provide the community safe access to the Community Wellness Garden & Nawanaki-ti Farmer's Market promoting healthy activities (walking & biking) and providing access to healthy choices of food at the garden, market, and monthly commodities distribution all held in a tobacco free zone; furthermore, this bike path is the main artery of transport for the residents to most services and the local school which is a tobacco free zone.

Toiyabe Community Wellness Program

Terms and Conditions

1. Funding through the Toiyabe Community Wellness Program is made possible with funding from the Centers for Disease Control and Prevention.

PLEASE SEE PAGE 2 FOR *TERMS & CONDITIONS* AND SIGNATURE LINE

2. Not all funding requests will be approved, and submitting a request form is **not** a guarantee that funding will be provided.

3. Please allow up to 2 weeks (10 business days) for the Community Wellness Team to respond to your funding request. If approved, allow an additional 2 weeks (10 business days) for check processing.

4. Funds may only be used for the work/purchases listed above. Any budget modifications or changes to spending after initial project approval require written prior approval from the Community Wellness Program.

5. The Community Wellness Program reserves the right to publish media/communications pieces about our partnership with funded organizations (including, but not limited to: photos, newsletter and newspaper articles, Facebook posts, etc.)

6. The Community Wellness Program requests partnership and/or funding acknowledgement on any media/communications pieces that the funded applicant shares with the public. Please include the Toiyabe Indian Health Project **and** Community Wellness Program logos in any media. Additionally, we request that you inform the Community Wellness Team at least 48 hours before any such media is published.

I agree to the above terms and conditions.

Signature _____ **Date:** _____

Please email completed application to Kate Morley (kate.morley@toiyabe.us) OR drop off completed application at the Preventive Medicine Department, 52 Tu Su Lane, Bishop

---

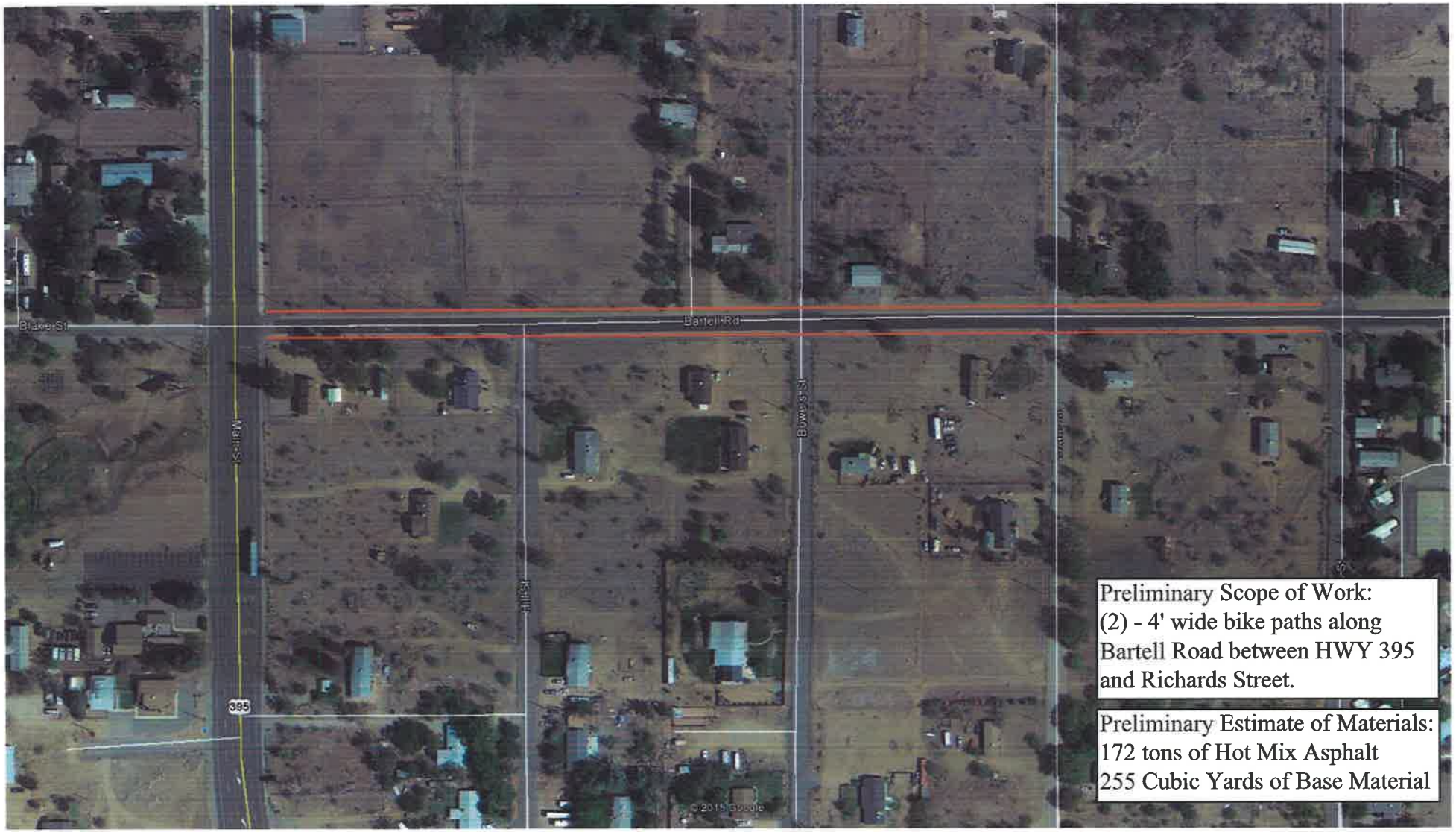
For Internal Use Only:

☐ Approved ☐ Denied Project Coordinator _____ Date_____

☐ Approved ☐ Denied Program Manager or Dept. Director _____ Date_____

☐ PICH (53) ☐ REACH (54) ☐ PICH and REACH (53/54) ☐ PO number:

Notes:



Preliminary Scope of Work:
(2) - 4' wide bike paths along Bartell Road between HWY 395 and Richards Street.

Preliminary Estimate of Materials:
172 tons of Hot Mix Asphalt
255 Cubic Yards of Base Material

= 4 ' wide bike path

feet 1000

meters 400

N

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
16

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

FROM: Nathan D. Reade, Agricultural Commissioner/Director of Weights and Measures

FOR THE BOARD MEETING OF: **September 15, 2015**

SUBJECT: Request for Resolution Authorizing Submittal of Grant Application for the National Fish and Wildlife Foundation's Pulling Together Initiative.

DEPARTMENTAL RECOMMENDATION:

That your Board of Supervisors sign a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California Approving the Application for Funds from the National Fish and Wildlife Foundation Under the Pulling together Initiative authorizing the Agricultural Commissioner to submit a grant application to the National Fish and Wildlife Foundation in the amount of $41,805.72.

CAO RECOMMENDATION:

N/A

SUMMARY DISCUSSION:

The National Fish and Wildlife Foundation administers the Pulling Together Initiative. This program offers grant funding to agencies and groups to create or strengthen coalitions with the goal of combating invasive plant species to improve habitat. The Agriculture Department would like to apply for funding from this program to enable its Eastern Sierra Weed Management Area Division to conduct work on the East and West Walker Rivers.

ALTERNATIVES:

Not approve this grant application; however this is not recommended as these types of grant funding opportunities are not readily available.

OTHER AGENCY INVOLVEMENT:

This proposal, if successful, would include consultation with various other Eastern Sierra Weed Management Area member agencies and groups as outlined in the groups governing MOU.

FINANCING:

Funding for in-kind expenditures contained in this request is already in place through existing staff positions. Weed management activities are wholly funded by outside grants and contracts. This revenue will apply to budget number 621300.

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 09/08/15
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 9/9/2015
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) FOR NATHAN READE Date: 9/10/15

Grant Information

Title of Project
East and West Walker River Invasive Plant Management Project

Total Amount Requested	$ 41,805.72
Matching Contributions Proposed	$ 42,389.60
Proposed Grant Period	05/02/ 2016 - 08/31/ 2017

Project Description
This project aims to provide a comprehensive approach to management of invasive plants along the East and West Walker Rivers near Bridgeport and the Antelope Valley, CA. Improvements will provide upstream benefits to Walker Lake, which NFWF is currently helping to preserve through the Walker Basin Restoration Project. Five invasive weed species will be targeted with goal of improving both native habitat as well as watershed function. Outreach and education components will target landowners, recreational users, and agricultural producers. Targeted species include Scotch thistle, Canada thistle, Perennial pepperweed, Russian knapweed, and Spotted knapweed. This project will employ methods that have been proven successful in previous projects.

Project Abstract
This project targets five specific invasive plant species that exist in the Antelope and Little Antelope Valleys in northern Mono County, California, for reduction or elimination. Managing these populations will help to ensure that resources such as wildlife habitat, economically important agricultural land, and watershed are protected. The watershed that this project will be conducted within drains into Walker Lake, which NFWF is helping to preserve. This project is also listed as one of six priorities in the Eastern Sierra Weed Management Area (ESWMA) Strategic Plan document.

Project management methods will include mechanical control (hand-pulling) as well as control and eradication using approved herbicide methods. Applications will be made using directed, low volume methods to minimize off-site and non-target drift. Crews will visit sites on foot using backpack sprayers to minimize site disturbance. Specific goals include eradication of 13 sites covering 106 acres, 75% reduction of 8 sites covering 109 acres, and 50% reduction of 5 sites covering 1,413 acres.

This project will also provide outreach to landowners, agricultural producers, and recreational users. Outreach will be targeted to ensure users are educated in project species identification and how to avoid spreading invasive plants. Landowners and producers will be educated also on the economic dangers of weed infestations well as management options.

Organization and Primary Contact Information

Organization	Inyo/Mono Counties Agricultural Commissioner's Office
Organization Type	State or Local Government
Organization Web Address	www.inyomonoagriculture.com

Organization Phone	
Street Line 1	
Street Line 2	
City, State, Country, Postal Code	Bishop,California,North America - United States
Region (if international)	
Organization Congressional District	District 8 (CA)
Primary Contact	Mr. Nathan Reade
Position/Title	Agricultural Commissioner
Street Line 1	207 W South Street
Street Line 2	
City, State, Country, Postal Code	Bishop, California, North America - United States, 93514
Region (if international)	
Phone and E-mail	760-873-7860 x ; nreade@inyocounty.us
Keywords	Conservation Action; Conservation Threat; Land Ownership; Major Habitat Type; Species
Sub-keywords	Action - Education & Awareness; Action - External Capacity Building; Action - Land/Water Management; Action - Species Management; Amphibian; Fish; Freshwater - Rivers, lakes and streams and riparian zone; Freshwater - Wetland; Mammal; Plant; Private - Other; Private – Agricultural; State; Threat - Human Intrusions & disturbance; Threat - Invasive & Other Problematic Species & Genes; Tribal; U.S. Forest Service
Other Keyword(s)	

Project Location Information

Project Location Description	East Walker River near Bridgeport, CA, West Walker River near Antelope and Little Antelope Valleys between Walker and Topaz, CA.
Project Country(ies)	North America - United States
Project State(s)	California
Project Congressional District(s)	District 8 (CA)

Permits and Approvals

Permits/Approvals Description:

Permits/Approvals Status:

Permits/Approvals Agency-Contact Person:

Permits/Approvals Submittal-Approval Date:

Salaries and Benefits

	Units	Cost Per Unit	Total
Firld Technician III	400	$27.47	$10,988.00
Field Assistant	160	$16.00	$2,560.00
Field Assistant	160	$16.00	$2,560.00
Field Assistant	160	$16.00	$2,560.00
Field Technician Benefits	400	$9.20	$3,680.00
Field Assistant Benefits	480	$8.75	$4,200.00

Total Salaries and Benefits			**$26,548.00**

Field Technician will provide labor as well as supervise seasonal employees. The Field Technician position is full time and includes benefits. Field Assistant employees will provide labor and are seasonal. Health benefits are optional. This budget assumes all seasonal employees will claim medical benefits, but true costs may be less.

Equipment

	Units	Cost Per Unit	Total

Total Equipment			**$0.00**

Contractual Services

	Units	Cost Per Unit	Total

Total Contractual Services			**$0.00**

Supplies and Materials

	Units	Cost Per Unit	Total
Personal Protective Equipment	96	$4.07	$390.72
Telar Herbicide	20	$50.00	$1,000.00
Milestone Herbicide	60	$2.52	$151.20
Surfactant	40	$3.77	$150.80

Total Supplies and Materials			**$1,692.72**
PPE is required per Worker Protection Standards, unit is per worker per day for eye protection, gloves, coveralls, etc.			

Printing

	Units	Cost Per Unit	Total

Total Printing			**$0.00**

Travel

	Units	Cost Per Unit	Total
First 2016 Trip to Project Area	16	$100.00	$1,600.00
Second 2016 Trip to Project Area	16	$100.00	$1,600.00
First 2017 Trip to Project Area	16	$100.00	$1,600.00
Second 2017 Tip to Project Area	16	$100.00	$1,600.00
Per Diem for First Trip 2016	16	$40.00	$640.00

	Units	Cost Per Unit	Total
Per Diem for Second Trip 2016	16	$40.00	$640.00
Per Diem for First Trip 2017	16	$40.00	$640.00
Per Diem for Second Trip 2017	16	$40.00	$640.00
Vehicle mileage costs	1100	$0.55	$605.00

Total Travel			**$9,565.00**
Project area is remote from our offices, so crews stay several weeks per year to reduce travel time and days needed to complete project.			

Other

	Units	Cost Per Unit	Total
Truck Mounted Water Tank and Pump	48	$25.00	$1,200.00
ATV Mounted Water Tank and Pump	112	$25.00	$2,800.00

Total Other			**$4,000.00**
Tank/pump equipment needed to provide filling stations for backpack sprayers. Unit is hours, rate is based on local rental costs.			

Budget Grand Total			**$41,805.72**

Matching Contributions

Matching Contribution Amount:	$42,389.60
Type:	In-kind
Status:	Pledged
Source:	Inyo/Mono Counties Agricultural Commissioner's Office
Source Type:	Non-Federal
Description:	This matching contribution will be in the form of staff hours expended for the management, administration, payroll, and reporting for the proposed project.

Total Amount of Matching Contributions	$42,389.60

Activities and Outcomes

Funding Strategy: Capacity, Outreach, Incentives
Activity / Outcome: PTI - Outreach/ Education/ Technical Assistance - # people targeted
Description: Enter the number of people targeted by outreach, training, or technical assistance activities
Required: Recommended
people targeted - Current: 0
people targeted - Grant Completion: 500
Notes:

Funding Strategy: Habitat Restoration
Activity / Outcome: PTI - Removal of invasives - Acres restored
Description: Enter the number of acres restored
Required: Recommended
Acres restored - Current: 0
Acres restored - Grant Completion: 894.25
Notes:

Funding Strategy: Capacity, Outreach, Incentives
Activity / Outcome: PTI - Building institutional capacity - # of orgs contributing to goals
Description: Enter the number of of organizations contributing to the initiative's conservation goals
Required: Recommended
# of orgs contributing to goals - Current: 0
# of orgs contributing to goals - Grant Completion: 5
Notes:

Funding Strategy: Habitat Management
Activity / Outcome: PTI - improved management practices - Acres under improved management
Description: Enter the number of acres under improved management
Required: Recommended
Acres under improved management - Current: 0
Acres under improved management - Grant Completion: 1628
Notes:

The following pages contain the uploaded documents, in the order shown below, as provided by the applicant:

A-133 Audit
Full Proposal Narrative
Statement of Litigation
Board of Trustees, Directors, or equivalent
Project Map

The following uploads do not have the same headers and footers as the previous sections of this document in order to preserve the integrity of the actual files uploaded.

NFWF

Full Proposal Project Narrative

Instructions: Save this document on your computer and complete the narrative in the format provided. The final narrative should not exceed six (6) pages; do not delete the text provided below. Once complete, upload this document into the on-line application as instructed.

1. **Activities:** Elaborate on the primary activities that will be employed through the grant. Explain how these activities are expected to lead to the outcome(s). Describe how these activities relate to established plans (management, conservation, recovery, etc.) and priority conservation needs in the specific project location.

   This project will include invasive plant removal and reduction through integrated pest control methods. Activities employed will include hand-pulling where feasible based both on population numbers and efficacy of this method for the targeted species. Where hand-puling is not a feasible management tool, selective herbicide applications will be made using low-volume backpack sprayers to reduce drift onto non-target species. Low volume methods will also reduce the amount of herbicide introduced into the environment. This method of application allows management to occur without the introduction of large machinery, which can disturb native vegetation and provide areas for new weed introduction. Herbicide selection for this project will be based on efficacy during past projects in similar areas with identical targeted plant pests.

   The above described activities will lead to desired outcomes based on previous successful invasive plant control and habitat restoration projects by our organization. The Inyo/Mono Counties Agricultural Commissioner's Office (IMCAC) has decades of experience in these types of projects in-house, as well as the ability to solicit information from several biologists and land management specialists through IMCAC's administration of the Eastern Sierra Weed Management Area (ESWMA) group. This project is a priority project as outlined in the ESWMA Strategic Plan. This project will be managed as an ESWMA project and will be aided by both the institutional knowledge described previously as well as the networking and established communication channels that come with the ESWMA organization.

   This project will also help to minimize upstream invasive plant threats to Walker Lake, as both the East and West Walker Rivers flow into the lake's basin. NFWF is currently working to protect Walker Lake, and maintaining native habitat on upstream watershed areas is important to maximizing water quality, water availability, and flood control capacity.

   Beyond management activities, this project aims to facilitate future management success by providing outreach to landowners, agricultural producers, and recreationalists. The management component of the proposed project will make great strides in removing non-native plants which will be replaced by native vegetation over time. That being said, two years is not an adequate project window to completely transform the watershed in this area back to native vegetation. This will require many years of future work, and the most efficient way to complete this work is to have stakeholder involvement. Previous ESWMA project outreach components resulted in the education of many stakeholders, which translates into landowners continuing to identify and remove non-native species, agricultural producers changing where they acquire feed, and recreationalists avoiding infestations and reporting them to land management agencies. Outreach can be our cheapest and most effective tool, and is an important part of this proposed project.

2. **Outcome(s):** Elaborate on the outcome(s) summarized previously in the application; discuss what makes this outcome(s) achievable and important.

   Weedy infestations of Scotch thistle, Canada thistle, Russian knapweed, and Perennial pepperweed that are nearest to the West Walker River will be eradicated. Removal of these weeds will ensure downstream spread does not occur by creating a buffer zone of native vegetation along the riparian corridor. Creating this buffer will provide the highest level of both watershed as well as downstream benefits and will be our primary goal. Similarly, weedy infestations such as spotted knapweed which only occur in small populations are targeted for eradication. These populations are high priority because they are pioneer populations that have yet to establish significantly.

   Other populations have been given a 75% reduction goal. These populations are established and are far enough from riparian areas to be lower priority, but close enough to colonize riparian areas if not managed. These infestations also cannot be feasibly eradicated during the course of a two year project due to their size and established nature. It is hoped that these sites, after being reduced 75%, will be small enough for landowners to economically manage if after two years ESWMA cannot find additional funds to eradicate them in future years. ESWMA does, however, intend to continue to search for resources after this project to continue efforts until all current invasive plant sites are eradicated.

   Finally, some sites are to be targeted for a 50% reduction during the two year project cycle. These sites, similar to the sites in the preceding paragraph, tend to be large and established. Strategy to manage these populations includes moving infestation boundaries away from water conveyances first, and reducing other infestation edges second. This is similar to attacking a wildfire from the outside in – our goal is containment to reduce the threat of spread. Also, as with the 75% reduction goal sites, ESWMA intends to pursue future funding to eventually eradicate these weeds, but this is just not a realistic goal for a two year project.

   Outreach components will include meetings with landowners and agricultural producers, as well as information dissemination to recreational users through posters and brochures placed at businesses frequented by tourists. Outreach topics directed toward landowners and agricultural producers will center on the particular species and its negative consequences including costs associated with management and crop losses, as well as any negative environmental issues. Landowner and producer information will also include management guidelines and contact information for the Agricultural Commissioner's Office to provide further information if needed. Recreationalist materials will simplify the above information to include mostly identification information, what environmental consequences may occur if these weeds spread with an emphasis on resulting issues to recreation, and ways to avoid spread of weeds.

   The goals set for this project are conservative and achievable. Knowing that this project timeline would be constrained to two years, goals were selected that may not represent ideal management goals, but do represent what is feasible in that amount of time. This project will improve the watershed to the benefit of native habitat and downstream uses, and will be conducted in such a way as to prioritize work to maximize cost to value.

3. **Tracking Metrics:** Indicate how the project will monitor/assess progress on the metrics selected previously in the application. Please note any challenges or limitations anticipated with tracking the metrics.

   Gauging progress on invasive plant infestations is relatively straightforward. Weedy areas are already mapped and grouped into sites with separate identification numbers. Smaller populations will be assessed during each treatment by counting the number of plants present, if any. Larger populations (more than 250 plants) will be assessed by calibrating spray equipment to provide a net acreage during each treatment period. At least half of the individual sites will also include photo tracking over time to provide a visual assessment of success.

The outreach component tracking may be more difficult. Personnel will record the number of outreach occurrences with landowners and agricultural producers. Outreach materials such as brochures placed in sporting goods stores or local motels will be inventoried to provide an estimate of persons reached via those methods.

4. **Project Team:** List key individuals and describe their qualifications relevant for project implementation.

   Nathan Reade is the Agricultural Commissioner for Inyo and Mono Counties, and began his tenure with the Inyo/Mono Agriculture Department 15 years ago as the Weed Program Coordinator. Prior to that, he worked for Tuolumne County Agriculture Department for two years as a Seasonal Field Technician, and with the Inyo County Saltcedar Program for one season as a Field Technician. Nathan has managed several successful invasive plant projects throughout the Eastern Sierra, as well as coordinated the ESWMA. Nathan will be administering the project.

   Oliver Hardwick is a Biologist with the Inyo/Mono Agriculture Department. Oliver has more than a decade of experience working as a Biologist. He will be assisting Nathan with day to day operations.

   Carlos Paz has been a Field Technician with the Inyo/Mono Agriculture Department's invasive plant program for more than ten years. Carlos has been instrumental in providing on the ground work, planning, supervision of seasonal staff, and data collection in many successful ESWMA projects through the years. Carlos will continue to bring this expertise to the proposed project.

   Additionally, this project will benefit from the availability of several botanists, biologists, and land managers from the 15 agencies and groups that participate in the ESWMA.

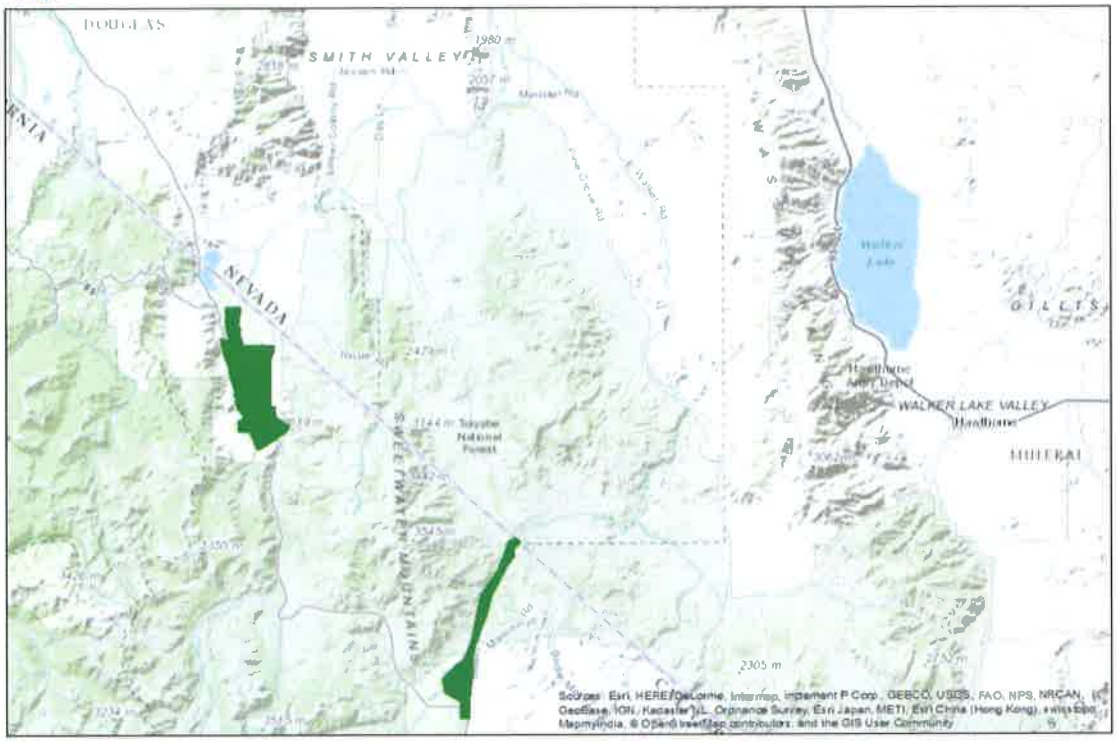
5. **Other (Optional):** Provide any further information important for the review of this proposal.

   This project is important to the ESWMA, not only because it is listed as a priority in the group's Strategic Plan, but also because we have reduced these weedy populations down to very small levels since a flood introduced them to the area in 1998. Over the last 16 years, successful work has contained populations to less than 85% of their initial size. Due to funding difficulties, work in this location will cease if resources are not obtained through this grant. This will not only threaten the long term success of Walker Lake, but will negate years of work and thousands of dollars spent. Continuing work in this area is critical, and a lapse of just one year of management has the potential to set back efforts years.

NFWF

Project Locations

Monday, August 31, 2015



Disclaimer: Precision of individual projects varies based on information provided by grantees

0 5 10 15 Miles

RESOLUTION NO. 2015-____
A RESOLUTION OF THE
BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
APPROVING THE APPLICATION FOR FUNDS FROM THE
NATIONAL FISH AND WILDLIFE FOUNDATION UNDER THE PULLING TOGETHER INITIATIVE

Whereas, Invasive weeds represent one of the most significant threats to the economy and ecology of the United States, causing billions of dollars in damage each year to farms and ranches and degrading millions of acres of critical wildlife habitat; and

Whereas, funds have been authorized through the National Fish and Wildlife Foundation's Pulling Together Initiative to help create and maintain coalitions of agencies and groups to combat invasive weeds; and,

Whereas, Inyo County, if selected, would enter into an agreement with the National Fish and Wildlife Foundation to carry out the East and West Walker River Invasive Plant Management Project if selected for funding; and,

Now, therefore let it be resolved by the Inyo County Board of Supervisors to:

(a) approve the submittal of the proposal for the East and West Walker River Invasive Plant Management Project;
(b) certify that Inyo County has sufficient funds to meet in-kind contributions contained in the proposal;
(c) appoint the Inyo/Mono Agricultural Commissioner and his/her designee, as agent to conduct all negotiations, execute and submit all documents, including but not limited to: agreements, payment requests, etc., which may be necessary for the completion of the East and West Walker River Invasive Plant Management Project.

Passed and Adopted by the Inyo County Board of Supervisors this _____ day of September 2015 by the following vote of the Board of Supervisors:

AYES:
NOES:
ABSENT:
ABSTAIN:

Matt Kingsley, Chair
Board of Supervisors

ATTEST:

COUNTY CLERK

APPROVED AS TO FORM:

COUNTY COUNSEL

NFWF

Statement of Litigation

Instructions: Save this document on your computer and complete. The final narrative should not exceed two (2) pages; do not delete the text provided below. Once complete, upload this document into the on-line application as instructed.

Litigation: In the space provided below, state any litigation (including bankruptcies) involving your organization and either a federal, state, or local government agency as parties. This includes anticipated litigation, pending litigation, or litigation completed within the past twelve months. Federal, state, and local government applicants are not required to complete this section. If your organization is not involved in any litigation, please state below.

Our organization is a local government and is thus exempt.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Inyo County Superintendent of Schools Contract FY 2015-16 for an Extended Day Program

DEPARTMENTAL RECOMMENDATION:

Request Board to ratify, approve and sign the contract between the County of Inyo and Inyo County Superintendent of Schools for an Extended Day Program for the period of July 1, 2015 to June 30, 2016 in an amount not to exceed $21,227.00, and authorize the Chairperson to sign contingent on the adoption of the Fiscal Year 2015-16 Budget. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent upon receipts from the California State Controller's Office.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Board of State and Community Corrections (BSCC) formerly Corrections Standards Authority has approved Inyo County's FY2015-16 Application for Juvenile Justice Crime Prevention Act (JJCPA) continuation funding. The total estimated allocation for FY 2015-16 is $53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 40% is provided to the Inyo County Superintendent of Schools for an extended day program, the remaining 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program.

Funds from the Schiff-Cardenas Crime Prevention Act will assist the County Community School in providing an extended day for the students to include behavioral, vocational and social skills training.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from the Inyo County Superintendent of Schools regarding their extended day program. This information is used by the Probation Department to complete its annual reporting to BSCC.

ALTERNATIVES:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Inyo County Superintendent of Schools.

FINANCING:

The Revenue and Expenditure has been budgeted in the Fiscal Year 2015-16 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Kemp-Williams Approved: ✓ Date 08/19/15
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 8/25/2015
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 8/27/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 8/31/15

Attachment: Portions of Contract No. 116

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND Inyo County Superintendent of Schools FOR THE PROVISION OF Extended Day Program SERVICES

TERM:

FROM: 07/01/15 **TO:** 06/30/16

SCOPE OF WORK:

In order to be in compliance with State mandated reporting requirements, all participants of the Inyo County Superintendent of Schools/Extended Day Program must be tracked and reported on a semester basis the following information:

1) the date the Student entered the Program
2) the date the Student completed the Program
3) the grade level of the Student when they entered into the Program
4) the Student's grade point average at the end of the first and second semesters
5) how many school days the Student was in the program
6) did the Student graduate
7) what school did the Student attend prior to enrolling at JKBS
8) if a Student attended both the 2013/2014 and 2014/2015 school years, what was the Student's ending grade point average for the 2013/2014 school year

The Inyo County Superintendent of Schools/Extended Day Program must submit reports containing the information listed above to the Inyo County Probation Department within thirty (30) days after the end of each semester.

Aide Services—Extending the School Day

The Juvenile Justice Grant allows the school to extend its day from four hours to a seven hour program. The grant helps to fund Belinda Tackett. Mrs. Tackett works as a teacher's aide in the second half of the school day. She arrives at lunch time and begins her time at JKBS by supervising lunch for the elementary/middle school class, followed by the high school class, allowing the classroom teachers the opportunity to take their lunch breaks. After lunch, Mrs. Tackett aides in the Culinary Arts classes.

School Uniforms—Focusing on Academics

The students at JKBS are required to wear uniforms to school which are funded by the Juvenile Justice grant. The school provides the students with 2 polo shirts and 1 sweatshirt. The students are expected to wear the uniform every day, failure to do so can result in disciplinary action. The theory behind the uniforms is that it will help foster professional dress and grooming practices as well as pride in their appearance. While the students are opposed to the uniforms, as expected, our hope is this will serve as motivation to return to their regular comprehensive high school where an open dress policy exists. Recently, we have added a washer and dryer on-campus because we find so many youth wearing the uniforms, jeans and tennis shoes which have not been washed in ages. Therefore, we teach students the process of washing their clothes

ATTACHMENT A
SCOPE OF WORK (Continued):

Closed Campus—Continuing Our Focus on Academics
JKBS is a closed campus. During previous school years there had been a problem with students using drugs/alcohol/tobacco during the school day. In order to eliminate this issue, students are not allowed to leave the grounds during the school day. Students are given a 30 minute break to eat their lunch which provides an additional 20 minutes per day of instruction (85 hours over the course of the year).

Drug Dogs—Insuring a Drug-free Campus
Beginning with the 2009/10 school year, Inyo County Superintendent of Schools, along with several other districts in the county, began contracting with Interquest to have drug sniffing dogs come to the school. JKBS has four random visits from the dogs, funded by the Juvenile Justice grant, throughout the school year. The students sit through a presentation about the dog program and are aware that they can visit campus at any time. The students are familiarized with the practices and procedures for a search. The students are put on notice that they can be effectively searched at any time and that JKBS does not tolerate drugs or alcohol on campus.

Greenhouse—Teaching Business Skills to At-Risk Youth
JKBS is fortunate to have a large greenhouse on campus. Students earn some of their science credits by participating in the greenhouse project. Twice a year the school holds a plant sale and invites the community. Students are responsible for cultivating the plants for sale. This project helps to promote a more positive image within the community and provides students practical business skills from marketing to creating a budget. The Juvenile Justice grant provided start-up funds to stock the greenhouse as future plant sales continue to provide on-going funds.

Breakfast and Lunch Program--- Insuring a Fed Brain
Many of the JKBS youth attend school without having breakfast. The Juvenile Justice grant provides food for breakfast every day--- hot oatmeal, and fruit juice. For those who are not able to bring a lunch (homeless or poverty stricken) we always keep a supply peanut butter and jelly sandwiches on-hand.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM **SERVICES**

TERM:

FROM: 7/1/15 **TO:** 6/30/16

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County shall pay the Contractor on a quarterly basis, for the performance of work described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars ($21,227.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

At the end of the contract period, the Contractor shall report to County the number of months during the contract period during which the Extended Day Program operated. The program shall have operated for six (6) months of the contract period for Contractor to qualify for the full/estimated annual Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars ($21,227.00) fee. If the program does not operate for six (6) months during the contract period, Contractor shall reimburse County in proportion of the six (6) month period during which the Extended Day Program did not operate.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Healthy Communities of Southern Inyo County Contract FY 2015-16 for Delinquency Prevention Program

DEPARTMENTAL RECOMMENDATION:

Request Board to ratify, approve and sign the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2015 to June 30, 2016 in an amount not to exceed $31,840.00, and authorize the Chairperson to sign contingent on the adoption of the Fiscal Year 2015/16 Budget. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent upon receipts from the California State Controller's Office.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Board of State and Community Corrections (BSCC) formerly Corrections Standards Authority has approved Inyo County's FY2015-16 Application for Juvenile Justice Crime Prevention Act (JJCPA) continuation funding. The total estimated allocation for FY 2015-16 is $53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program, the remaining 40% is provided to the Inyo County Superintendent of Schools for an extended day program.

Healthy Communities provides constructive activities and programs of interest to all community youth, including those "at risk", that build self-esteem, good character and those that enhance job skills. Healthy Communities continues to find creative ways to keep youth from engaging in inappropriate behavior or illegal activities.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from Healthy Communities of Southern Inyo County regarding their delinquency prevention program. This information is used by the Probation Department to complete its annual reporting to BSCC.

ALTERNATIVES:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Healthy Communities of Southern Inyo County.

FINANCING:

The Revenue and Expenditure has been budgeted in the Fiscal Year 2015-16 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Kemp-Williams Approved: ✓ Date 08/31/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: [signature] Date 9/3/2015
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 9/3/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) [signature] Date: 9/8/15

Attachment: Portions of Contract No. 116

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES

TERM:

FROM: 07/01/15 TO: 06/30/16

SCOPE OF WORK:

Healthy Communities of Southern Inyo County ("Contractor") is to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program.

Monies received from the State Controller's office fluctuate yearly due to the fact that monies distributed to the County are based off of Vehicle Licensing Fees collected during a twelve month period. The County realizes that the monies distributed to Healthy Communities may not fully fund a full-time Program Coordinator position and may be used for administrative overhead costs associated directly with Program activities. However, monies are to be used within a twelve (12) month period.

A Healthy Communities Program may include:

A Program Coordinator who creates and schedules Healthy Communities events, supervises program assistants and volunteers in carrying out Healthy Communities events, runs events in the absence of program assistants or volunteers; works with individuals in the community to assess and address needs of youth and adults in the community and enact programs to address those needs; works to increase the number of youths served by Healthy Communities; establishes partnerships with other organizations having the same goals and work with them to better serve the community; maintains Healthy Communities program budget and coordinates program fund raising through donations, grants and other revenue generating activities; acts as liaison to other civic groups to keep them informed of upcoming Healthy Communities activities and coordinates publicity for events; reports to the Healthy Communities Board on all aspects of Healthy Communities programs; and, runs monthly Healthy Communities meetings and keeps meeting minutes.

Administrative overhead costs, such as supplies, utilities bills, etc. which are directly related to the business operation of the Healthy Communities Program.

ATTACHMENT A

SCOPE OF WORK:
(CONTINUED)

Distributions of JJCPA funds are ***contingent*** on the following reporting requirements as follows:

1) in order to be in compliance with State mandated reporting requirements, the following information, at a minimum, must be reported to the County by the Contractor:
   a) Date of Event
   b) Name of Event, using a consistent name or acronym throughout the reporting fiscal year (July through June)
   c) Attendee's first and last name.
   d) Attendee's age, listed in one (1) of three (3) categories: 0-9, 10-19, and 20 and older.

2) Healthy Communities is to report the information using an Microsoft Excel spreadsheet, spreadsheet is provided electronically, and each month's report is to be complete, meaning all events that occur in one month are to be included on one spreadsheet, no incomplete or partial months are to be reported.

3) It is *preferred* that Healthy Communities *report monthly*, due by the 15th of the following month; however, at the minimum quarterly, due by the 15th of the month following the quarter. The quarters are specified as:
   a) Quarter 1 (July, August, September)
   b) Quarter 2 (October, November, December)
   c) Quarter 3 (January, February, March)
   d) Quarter 4 (April, May, June)

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES

TERM:

FROM: 07/01/15 TO: 06/30/16

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County may pay the Contractor on a quarterly basis for the performance of work and in accordance with the report information schedule as described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Thirty-one Thousand Eight Hundred Forty and No/100 Dollars ($31,840.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

Contractor shall use the funding to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program including but not limited to funding a part-time Program Coordinator position and administrative overhead costs directly related to Program activities. Monies received in accordance with this contract shall be used within the twelve (12) months of the contract period for the Contractor to qualify for the full funding of the estimated Thirty-one Thousand Eight Hundred Forty and No/100 Dollars ($31,840.00).

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: Inyo County Planning Department

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Specific Plans for Charleston View, Tecopa and Shoshone.

RECOMMENDATION: Review the draft scope of work regarding the preparation of individual Specific Plans for Charleston View, Tecopa and Shoshone, provide input, and direct staff to proceed with implementation.

SUMMARY DISCUSSION: During the County's Renewable Energy General Plan Amendment process, a Solar Energy Development Area (SEDA) was established for Charleston View. The Charleston View SEDA led to discussions about the need for additional local planning and a suggestion for a Specific Plan for Charleston View was made. On April 14, 2015, staff presented to your board what a Specific Plan for Charleston View would entail and accomplish and heard reactions from members of the local community about the idea. The public that was in attendance was in favor of a planning effort for the area and expressed a desire to have the plan include along with Charleston View, Shoshone and Tecopa, making it a Southeast County Plan. On August 4, 2015 staff presented to your Board two options for a specific plans; one for Charleston View; and one for all of Southeast Inyo County but, your Board requested that staff further evaluate the Specific Plan idea for each of the communities.

After additional review, staff found that a Specific Plan for all of Southeast County would be more like a regional plan, as the communities are far apart and there are large expanses of federal land in between them which would create a disjointed planning effort. Staff is returning to your Board with a recommendation for the original proposal to prepare a Specific Plan for Charleston View. Staff is also recommending that individual Specific Plans be prepared for Tecopa and Shoshone, as well. This would allow for each plan to be tailored to the uniqueness of each community and their differing needs. Staff would already be working in the Southeast County on the Charleston View Plan; therefore, very little additional resources would be required to work on Tecopa and Shoshone concurrently. The attached scope of work details how the Specific Plans would be accomplished.

Once these plans are in draft staff can re-evaluate regional similarities and whether one CEQA evaluation for all would be appropriate or if individual evaluations would be more suitable. Either way, potential cumulative effects between the plans would be characterized and analyzed prior to and for any CEQA evaluations. After the draft plans are created, staff and your Board will also have the opportunity to assess the cost of the subsequent environmental work within the most current budget realities.

ALTERNATIVES:
1. Do not receive a presentation from staff and do not consider a Specific Plan for Charleston View, Tecopa or Shoshone.
2. Direct Staff to prepare a Specific Plan for Charleston View only.
3. Direct Staff to prepare a Specific Plan for Tecopa only.
4. Direct Staff to prepare a Specific Plan for Shoshone only.

OTHER AGENCY INVOLVEMENT: Potentially: the National Park Service - Death Valley National Park, the Bureau of Land Management, local service districts.

FINANCING: Staff anticipates that this planning effort can be done in house, by planning staff. In the case of additional consultant resources for planning and/or CEQA compliance, general fund resources would need to be utilized unless grant funding can be procured.

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.)

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

Joshua Hart Date: 9/10/15

Attachment – Scope of Work

Specific Plans for Charleston View, Tecopa and Shoshone – Statement of Work

Background

The southeast part of Inyo County has often been overlooked due to the low population and remote nature of the area. Recently there has been a new focus on this part of the county, however, due to the Renewable Energy General Plan Amendment (REGPA), the proposed Hidden Hills Solar project, an increased interest in tourism and elevating concerns about diminishing water availability. The recent approval of the County's REGPA brought many of these issues to the forefront. Charleston View had a Solar Energy Development Area (SEDA) identified within it that is about 16,000-acres and 2,400-acres of those 16,000-acres may be developed with solar photovoltaic facilities. There has been a growing, recent, interest in federal designations for the public lands in Southeast Inyo County, as well. Potential National Land Scape Conservation Lands were identified in the Draft Desert Renewable Energy Plan for public lands in the area and local interests are working on a National Monument designation. People in the three communities have indicated that they support the idea of Specific Plans.

Specific Plans

A specific plan is a tool that local jurisdictions in California can use to guide development in a specified sub-area of the jurisdiction. It provides actions to implement the jurisdiction's general plan in that specified area. A specific plan also provides for more detailed development planning than the general plan does.

Project Description

Specific Plans are proposed for Charleston View, Tecopa and Shoshone to help the County and residents:

- evaluate and understand land use issues in the area
- create a Southeast County vision and goals for the future
- prepare a strategy to implement the vision and goals.

The planning effort will entail preparing existing conditions reports for Charleston View, Tecopa and Shoshone that will evaluate the current land use patterns, state of the service infrastructure and basic economics. This evaluation will be used to identify opportunities and issues in and pinpoint places for enhancement and/or situations in need of change. These evaluations will then be used to create a vision and identify goals for each of the communities' futures, and prepare a strategy to reach those goals and visions.

Work Plan – Tasks and Deliverables

Task 1 - Existing Conditions Reports

Existing conditions reports will be prepared to evaluate Charleston View, Tecopa and Shoshone's present states. These will serve as a baseline for evaluations, vision and goal setting and further planning efforts

- 1a. Mapping of current land use designations: using County GIS data, zoning and general plan maps will be prepared to evaluate land use patterns based on current land use designations.
    - Deliverables: Zoning and General Plan maps for Charleston View, Tecopa and Shoshone and maps of the surrounding area.
        - *Due Date: September 25, 2015*

        - *Cost: $730*
- 1b. Mapping of current land uses on the ground: Staff will conduct site visits to inventory current land uses in the communities. This will be compared with land use based on zoning/general plan designations.
    - Deliverables: Maps showing the results from the site visits will be prepared for Charleston View, Tecopa and Shoshone showing the current land uses.
        - *Due Date: November 13, 2015*
        - *Cost: $3,085*

- 1c. Mapping of current infrastructure: Planning staff will work with public works and environmental health staff to map the current services' infrastructure.
    - Deliverables: Maps illustrating roads, sewer/septic, water lines/wells and etc. for Charleston View, Tecopa and Shoshone.
        - *Due Date: November 13, 2015*
        - *Cost: $4,368*

- 1d. Distance to services: using County GIS software staff will evaluate how far residents in Charleston View, Tecopa and Shoshone must travel for basic services (food, medical, financial, etc. services).
    - Deliverables: maps and report describing the availability of services to the communities.
        - *Due Date: November 20, 2015*
        - *Cost: $1,410*

- 1e. Income survey door to door: staff will supplement US Census income data by conducting door to door income surveys of the residents in Charleston View, Tecopa and Shoshone.
    - Deliverables: Reports describing the incomes of each community and how it compares to the County's in general.
        - *Due Date: November 20, 2015*
        - *Cost: $5,555*

- 1f. Schools/community service districts, roads, water, waste – evaluations: evaluate how services are being delivered, where they are/are not located evaluate where potential upgrades may be needed.
    - Deliverables: Reports on community services available to residents of Charleston View, Tecopa and Shoshone and how convenient they are.
        - *Due Date: November 20, 2015*
        - *Cost: $8,884*

- 1g. Opportunities and Issues, analyses: based on the information collected and public outreach staff will provide draft analyses of where there are issues in each community that need attention and factors that are currently working well and should be enhanced.
    - Deliverables: Reports for Charleston View, Tecopa and Shoshone on issues and opportunities regarding land use patterns and service provision based on the evaluations from the maps, site visits, and community meetings. The reports will

also identify gaps in need and examine the opportunities in each community that should be enhanced.
    - *Due Date: December 4, 2015*
    - *Cost: $7,358*

- 1h. Policy reviews, review of General Plan policy: staff will review current General Plan policies against the current land use patterns in Charleston View, Tecopa and Shoshone and the identified opportunities and issues analysis to determine where, if any, changes or tweaks need to be made to provide consistency between current on the ground land use and/or desired conditions and the designations.
    - Deliverables: Reports on relevant general plan policies, issues with mismatched designations and current use patterns and potential changes.
        - *Due Date: November 20, 2015*
        - *Cost: $4,860*

- 1i. Existing Conditions Reports, prepare the reports: Reports for Charleston View, Tecopa and Shoshone including all maps, evaluations, results of surveys, policy review and opportunities and issues review will be prepared. This will be used to develop the vision, goals and implementation strategies for Charleston View, Tecopa and Shoshone.
    - Deliverables: Existing Conditions Reports.
        - *Due Date: January 8, 2016*
        - *Cost: $7,155*
        - *Total Cost – Existing Conditions Report: $43,405*

Task 2 - Public Outreach

A robust public outreach effort will be part of the Charleston View, Tecopa and Shoshone specific plans efforts. Staff will work with people in Charleston View, Tecopa and Shoshone to develop the opportunities and issues evaluations, the vision, goals and implementation strategies.

- 2a. Identify and invite local people for community committees: staff will work with the people who identified themselves as wanting to participate in the Charleston View, Tecopa and Shoshone planning process at previous meetings and send invitations to others in the area to participate.
    - Deliverables: A list of community members who wish to participate in the planning process.
        - *Due Date: September 25, 2015*
        - *Cost:$349*

- 2b. Tribe working meetings: staff plans to hold at least 2 meetings with local tribes to identify tribal issues and opportunities in Charleston View, Tecopa and Shoshone.
    - Deliverables: Meeting notes and summary.
        - *Due Date: October 14-16, 2015*
        - *Cost:$1,923*

- 2c. Initial meetings to identify opportunities and issues: staff will hold 3 meetings, 1 each in Charleston View, Tecopa and Shoshone to work with community members in identifying the issues and opportunities based on their perspectives as residents.

- Deliverables: Meeting notes and summary.
  - *Due Date: October 14-16, 2015*
  - *Cost: $5,235*

- 2d. Visioning meeting: staff will hold 3 meetings, 1 each in Charleston View, Tecopa and Shoshone to work with community members in developing visions for their communities and setting goals.
  - Deliverables: Meeting notes and summary.
    - *Due Date: January 13-15, 2016*
    - *Cost: $5,235*

- 2e. Workshops to design the Charleston View, Tecopa and Shoshone visions: staff will hold 6 meetings, 2 each in Charleston View, Tecopa and Shoshone to work with community members in creating visions for their communities and discuss implementation strategies.
  - Deliverables: Meeting notes and summary.
    - *Due Date: Visioning, February 24-26, 2016; Implementation Strategies, February 17-19, 2016*
    - *Cost: $10,069*

- 2f. Review draft plan: Staff will make the draft plans available to Charleston View, Tecopa and Shoshone residents for review.
  - Deliverables: compilation of comments.
    - *Due Date: May 20, 2016*
    - *Cost: $4,290*

- 2g. Planning Commission
  - Deliverables: Meeting notes and summary; compilation of comments.
    - *Due Date: May 25, 2016*
    - *Cost: $1,197*

- 2h. Board of Supervisors
  - Deliverables: Meeting notes and summary; compilation of comments.
    - *Due Date: June 8, 2016*
    - *Cost: $1,197*
    - *Total Cost – Public Outreach Draft Plan Development: $30,890*

Task 3 – Draft Plan

Staff will prepare draft Specific Plans for Charleston View, Tecopa and Shoshone.

- 3a. Prepare draft plans: the draft Specific Plans will be prepared based on what was learned from the Existing Conditions Report process and that includes the mandatory structure as provided for in Section 65451 of the Government Code for Specific Plans, as follows:
  (a) A specific plan shall include a text and a diagram or diagrams which specify all of the following in detail:

(1) The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan.
(2) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.
(3) Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
(4) A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out paragraphs (1), (2), and (3).
(b) The specific plan shall include a statement of the relationship of the specific plan to the general plan.

- Deliverables: Draft Specific Plans.
  - *Due Date: March 25, 2016*
  - *Cost: $7,826*

- 3b. Review and comment: the draft Specific Plans will be shared with the Charleston View, Tecopa and Shoshone communities and the greater public; a Planning Commission meeting will be held to provide the opportunity for public comment and a recommendation from the Planning Commission to the Board of Supervisors; and, a Board of Supervisors meeting will be held to provide opportunity for public comment and direction from the board to staff on the draft.
  - Deliverables: Meeting notes and summary; compilation of comments.
    - *Due Date: June 8, 2016*
    - *Cost: $6,973*

- 3c. Revise and prepare the final draft plans: the draft specific plans will be revised based on public comment and direction from the Board of Supervisors.
    - *Due Date: June 24, 2016*
    - *Cost: $6,578*
    - *Total Cost – Draft Plan Preparation $21,377*

Total Cost - Planning work, up to a final draft - $95,672

Once the final drafts are completed an evaluation of how the CEQA assessments will be conducted can be done.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
20

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Award of construction contract for the Big Pine Town Hall Building Roof Repair Project.

DEPARTMENTAL RECOMMENDATIONS:

1. Award a Construction Contract for the Big Pine Town Hall Building Roof Repair Project to Foam Experts Roofing, Inc., of Mesa, AZ in the amount of $34,275.00.
2. Authorize the Board Chairperson to sign the contract, contingent upon Board approval of future budgets and appropriate signatures being obtained.
3. Authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

On July 21, 2015 your Board approved plans and specifications for the Big Pine Town Hall Building Roof Repair Project and authorized the Public Works Department to advertise and receive bids for the project. This project was originally identified in the 2014-15 Board adopted Deferred Maintenance Project list and will be funded through the 2014-2015 Board adopted Deferred Maintenance Budget.

This project will install a new polyurethane foam roofing system on the Big Pine Town Hall Building.

On August 19, 2015, three (3) bids were received and opened by the Assistant Board Clerk: (1) Foam Experts Roofing, Inc. submitted the lowest bid amount at $34,275.00; (2) Universal Coatings, Inc. submitted the second lowest bid amount at $59,500.00; and (3) Brazos Urethane, Inc. submitted the highest bid at $75,408.25. The three (3) bids have been reviewed by County Counsel and have been deemed responsive to the bid documents (bid tabulation sheet is attached for your review). Currently, the budget amount for the project is $31,000.00. The engineer's estimate for the Total Bid project was $26,500. Per CA Public Contract Code Section 10126(c)(1), the lowest responsive base bid amount shall be used to determine the low bidder. Therefore, the Public Works Department is recommending that the Board award the construction contract to Foam Experts Roofing, Inc., of Mesa, AZ, in a total bid contract amount of $34,275.00.

Inyo's contracting preferences for Small Business Enterprises (a portion of County Ordinance No. 1156) applied to the project. However, Foam Experts Roofing, Inc. did not submit the required certification information as a California State or Federal Small Business Enterprise. Nevertheless, Foam Experts Roofing, Inc. remained the lowest responsible responsive bidder after applying Small Business Enterprise preference to the other bids.

ALTERNATIVES:

Your Board could choose to not award the contract to Foam Roofing Experts, Inc., and re-bid the project. This is not recommended as the bid price for the project has been deemed to be competitive by the Public Works Department.

OTHER AGENCY INVOLVEMENT:

County Counsel's Office for review of the bid documents and approval of the contract.
The Auditor's Office for approval of the contract and payments to the contractor.
The Public Works Department for contract administration.

FINANCING:

The project's construction funding is provided for in the County's Deferred Maintenance Budget Unit 011501, Object Code 5191 Maintenance of Structures.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: Yes Date 9/9/15
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 9/9/2015
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: 9/9/15

C O N T R A C T
For the
BIG PINE TOWN HALL BUILDING ROOF REPAIR PROJECT

THIS CONTRACT is awarded by the COUNTY to CONTRACTOR on, and made and entered into effective as of, _____, 2015, by and between the COUNTY OF INYO, a political subdivision of the State of California, (herein "COUNTY"), and _____ (herein "CONTRACTOR"), for the construction of the **BIG PINE TOWN HALL BUILDING ROOF REPAIR PROJECT** (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: **BIG PINE TOWN HALL BUILDING ROOF REPAIR PROJECT**

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

_____

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

3. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (a) all of the provisions set forth expressly herein; (b) the Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and (c) all of the other Contract Documents as described in **Section 1070.04 "Definitions"** of the Standard Specifications of the Inyo County Public Works Department, March, 1997, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the applicable Standard Specifications of the Inyo County Public Works Department, March, 1997 and the Special Provisions concerning this Project, including the Appendices, the Plans, any and all amendments or changes to any of the above listed documents, including without limitation, contract change orders, and any and all documents incorporated by reference into any of the above listed documents.

4. The definition and meaning of the words used in this Contract are the same as set forth in **Section 1070 Abbreviations, Symbols and Definitions** of the Standard Specifications of the Inyo County Public Works Department, March, 1997.

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

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

C O N T R A C T
for
BIG PINE TOWN HALL BUILDING ROOF REPAIR PROJECT

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

COUNTY

COUNTY OF INYO

By: _____

Name: _____

Title: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

CONTRACTOR

_____

By: _____

Name: _____

Title: _____

Dated: _____

Taxpayer's Identification or Social Security Number:

_____

BID PROPOSAL FORM

TO: COUNTY OF INYO
Attn.: Inyo County Clerk of Board of Supervisors
224 North Edwards Street, P.O. Box N
Independence, California 93526
(Herein called the "County")

FROM: Foam Experts Roofing,Inc.
P.O. Box 1546
Mesa, Arizona 85211
(Herein called "Bidder")

FOR: **BIG PINE TOWN HALL BUILDING ROOF REPAIR PROJECT**
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on August 19, 2015 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

2. BID AMOUNT TOTAL. The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

BIG PINE TOWN HALL BUILDING ROOF REPAIR PROJECT

PROJECT NO. ZP-15-019 Bid was received on 8-19, 2015 at 1:34 p.m.

ATTEST: Kevin D. Carunchio
County Administrative Officer and Clerk of the Board
Inyo County, California

By P. Gunsalley
Assistant

BASE PROJECT BID FORM

ABBREVIATIONS:

LS = LUMP SUM SF = SQUARE FEET

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$	$ 2,000.00
2	Install polyurethane foam and acrylic roofing system on Main Arched Structure	6000	SF	$4.87	$27,200.00
3	Remove existing asphalt shingle roof on Kitchen/Dining Room Structure (pitched roof)	1075	SF	$1.38	$1,475.00
4	Install polyurethane foam and acrylic roofing system on Kitchen/Dining Room Structure (pitched roof)	1075	SF	$3.35	$ 3,600.00
				TOTAL BASE BID AMOUNT:	$ 34,275.00

BASE PROJECT BID AMOUNT

BID TOTAL (IN NUMBERS): $ 34,275.00

BID TOTAL (IN WORDS): Thirty Four Thousand Two Hundred Seventy Five Dollars

ADDITIVE BID ITEM PROJECT BID FORM – UNIT PRICE BID:

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Install asphalt shingle roof on Kitchen/Dining Room Structure (pitched roof)	1075	SF	$ 5.40	$ 5,800.00
				TOTAL ADDITIVE BID AMOUNT:	$ 5,800.00

ADDITIVE BID ITEMS PROJECT BID AMOUNT – UNIT PRICE BID:

BID TOTAL (IN NUMBERS) $ 5,800.00

BID TOTAL (IN WORDS) Five Thousand Eight Hundred Dollars

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated March, 1997.

5. ACCEPTANCE County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. ADDENDA. The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

N/A

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

8. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business:

Bidder's Name: Foam Experts Roofing, Inc.

Address: P.O. Box 1546

Mesa, Arizona Zip Code 85211

(The above address will be used to send notices or requests for additional information.)

Telephone: (480) 835-5404

Federal Identification No.: 86-0469071

Contractor's License No.: 501167 State: CA

Classification: C-39 Expiration Date: 11/30/2016

Type of Business (check one):

Individual ( ), Partnership ( ), Joint Venture ( )

Corporation (X), Other (Specify) : _____ ( )

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

Foam Experts Roofing, Inc.

Joyce Martin President & Treasurer

Olin Martin Vice President

Mary Ann Herman Corporate Secretary

9. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

(a) _X_ Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or

(b) ____ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or

(c) ____ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked " Cash Proposal Guarantee".

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

10. BID PROTEST. Dispute Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the County Director of Purchasing. Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.

2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.

2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.

3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Kevin Carunchio, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Agent shall be deemed final.

11. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

(1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
(2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
(3) Contractor's Labor Code Certification (Labor Code section 3700)
(4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
(5) Non-Collusion Affidavit (Public Contract Code Section 7106)
(6) Public Contract Code Section 10162 Questionnaire
(7) Public Contract Code Statement (Section 10232)
(8) Small Business Enterprise Commitment (Construction Contracts)
(9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated March, 1997.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.

Joyce Martin
(Signature of Authorized Person)

August 12, 2015
(Date)

Joyce Martin
(Printed Name)

President
(Printed Title)

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or $10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or $10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER
N/A	N/A		N/A	N/A

Joyce Martin
Signature of Authorized Person)

President
(Title)

Joyce Martin
(Printed Name)

August 12, 2015
(Date)

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

(Government Code Section 12900 et seq., Sections 11135-11139.5)

BIG PINE TOWN HALL BUILDING ROOF REPAIR PROJECT

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance, on the basis of religion, color, ethnic group identification, gender, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or gender. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act **(Government Code, Section 12900 et seq.)**, the regulations promulgated thereunder **(California Code of Regulations, Title 2, Sections 7285.0 et seq.), the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5).**

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

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

Joyce Martin President

(Name and Title of Signer)

Joyce Martin

Signature

August 12, 2015

Date

Company Name Foam Experts Roofing, Inc.

Business Address 1107 S. Wilbur

Mesa, Arizona 85210

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)

BIG PINE TOWN HALL BUILDING ROOF REPAIR PROJECT

I am aware of the provisions of Sections 3700 and following of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Joyce Martin President
(Name and Title of Signer)

Joyce Martin
Signature

August 12, 2015
Date

Company Name Foam Experts Roofing, Inc.

Business Address 1107 S. Wilbur

Mesa, Arizona 85210

CONTRACTOR AND SUBCONTRACTOR REGISTRATION
With
CA Department of Industrial Relations (DIR)
(CA LABOR CODE SECTION 1725.5)

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are Registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.

Joyce Martin

Signed Name

August 12, 2015

Date

Joyce Martin President

Printed Name

1000001953

CA DIR Registration No.

NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

BIG PINE TOWN HALL BUILDING ROOF REPAIR PROJECT

STATE OF ~~CALIFORNIA~~ Arizona

COUNTY OF Maricopa:

I, Joyce Martin, declare that I hold the office or position of President of Foam Experts Roofing, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract to anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Joyce Martin President
(Name and Title of Signer)

Joyce Martin
Signature

August 12, 2015
Date

Company Name Foam Experts Roofing, Inc.

Business Address 1107 S. Wilbur Mesa, Arizona 85210

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

BIG PINE TOWN HALL BUILDING ROOF REPAIR PROJECT

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation:

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

BIG PINE TOWN HALL BUILDING ROOF REPAIR PROJECT

In accordance with **Public Contract Code Section 10232**, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

By Bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

Joyce Martin President

(Name and Title of Signer)

Signature

August 12, 2015

Date

Company Name Foam Experts Roofing, Inc.

Business Address 1107 S. Wilbur

Mesa, Arizona 85210

INYO COUNTY PUBLIC WORKS DEPARTMENT

BIG PINE TOWN HALL BUILDING ROOF REPAIR PROJECT

BID BOND
(BID PROPOSAL GUARANTEE)

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we,

Foam Experts Roofing, Inc., P.O. Box 1546, Mesa, AZ 85211
(Name of Bidder)

as Principal, and Merchants Bonding Company (Mutual)
(Name of Corporate Surety)

2100 Fleur Drive, Des Moines, IA 50321-1158

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of Ten Percent of Amount Bid dollars ($ 10%) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **BIG PINE TOWN HALL BUILDING ROOF REPAIR PROJECT**, in compliance with the Contract therefore:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract there for in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Material Payment Bonds, certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfullness, accuracy or validity of that document.

State of Colorado

County of Arapahoe

On august 19, 2015 (Date) before me, Lee Anne Meaux (Name and Title of Notary), Notary Public

personally appeared Donald E. Appleby (Name and or Names of Signer(s))

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Lee Anne Meaux (Notary Public Signature)

LEE ANNE MEAUX
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144031508
MY COMMISSION EXPIRES AUGUST 12, 2018

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Donald E Appleby; Todd Bengford

of Aurora and State of Colorado their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION ($15,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

> "The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
>
> The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of May , 2015 .

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 1st day of May , 2015 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of August , 2015 .

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On August 13, 2015 (Date) before me, Mary Ann Herman (Name and Title of Notary)

personally appeared Joyce Martin (Name and or Names of Signer(s))

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

OFFICIAL SEAL
MARY ANN HERMAN
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Commission Expires February 8, 2016

Signature _____ (Notary Public Signature)
Mary Ann Herman

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
21

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Review and Approval of Draft Needs Assessment for Preparing the ESAAA 2016-2020 Four-Year Plan

DEPARTMENTAL RECOMMENDATION:
Recommend approval of the draft Needs Assessment for determining needs of older adults in Inyo and Mono Counties for the funded services from the California Department of Aging

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Every four years, the Eastern Sierra Area Agency on Aging (ESAAA) which serves adults aged 60 and over in both Mono and Inyo Counties, is required to conduct a regional needs assessment and then write a Four-Year Plan for services to our aging population to determine the targeting of funded services. Your Board sits as the Governing Board for ESAAA and, as such, reviews planned approaches to service distribution. The attached Needs Assessment: (1) includes required components from the California Department of Aging (CDA), (2) maintains as much brevity as possible to promote ease of completion; and (3) maintains a more readable font as requested by many older adults in previous documents. In addition to the Needs Assessment, an analysis of service utilization trends in the two counties is also reviewed to inform future decisions.

This Needs Assessment must be completed this fall in order to allow time to conduct a Request for Proposals for Legal Services, and to prepare the extensive Four-Year Plan due by May 1, 2016 including approval by both Advisory Council and Governing Board.

ALTERNATIVES:
Staff welcome suggestions to the draft Needs Assessment before its release.

OTHER AGENCY INVOLVEMENT:
County of Mono, California Department of Aging, California Indian Legal Services

FINANCING
There is no funding involved in this request.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ 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: _____
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 (AA) Date: 9/8/15

2015 ESAAA - Needs Assessment of Older Adults Aged 60+

**** Please return completed survey by October 30, 2015 ****

Please help our Eastern Sierra Area Agency on Aging (ESAAA) plan for the needs of seniors.
Completed needs assessments can be returned or mailed to: 163 May Street, Bishop, CA 93514, or dropped off at your nearest Senior

1. Who is completing this needs assessment? ☐ Self ☐ Caregiver ☐ Service Provider ☐ Other _____

2. Please check the box next to the resident town/community where this older adult (60+) live(s):

☐ Walker/Coleville	☐ Mammoth Lakes	☐ Round Valley/Mustang Mesa	☐ Aberdeen	☐ Keeler/Darwin
☐ Bridgeport	☐ Swall Meadows/Paradise/Sunny Slopes	☐ Aspendell/Bishop Creek/Starlite	☐ Independence	☐ Furnace Creek
☐ LeeVining	☐ Benton	☐ Bishop/Wilkerson	☐ Lone Pine	☐ Tecopa/Shoshone
☐ June Lake	☐ Chalfant Valley	☐ Big Pine	☐ Olancha/Cartago	☐ Charleston View

3. Listed below are issues that could affect the quality of life for older adults (60+) in the above communities.

Please check the box next to each issue that best fits your level of need, or the level of need of the older adult (60+) you are completing this for. **Neither ESAAA, Inyo County nor Mono County is able to fund all of the following services, but we are working with our community partners to help meet our community needs**	No Help Needed	Help Needed **AND** Need Being Met	General Questions or **General** Help Needed	Legal Questions or **Legal** Help Needed
Nutrition/Daily Care/Daily Activities				
Getting adequate food and nutrition.	☐	☐	☐	☐
Getting help with activities of daily living: dressing, eating, bathing, mobility, transfers and medication.	☐	☐	☐	☐
Help with housekeeping activities like cleaning and laundry.	☐	☐	☐	☐
Availability of social or recreational activities.	☐	☐	☐	☐
Income				
Having enough money to live on.	☐	☐	☐	☐
Getting help with managing money, credit cards or debt.	☐	☐	☐	☐
Housing/Utilities/Work				
Getting adequate housing.	☐	☐	☐	☐
Ability to get a job or continue working.	☐	☐	☐	☐
Healthcare/Long-Term Care				
Information about Medicare, long-term care insurance or other health insurance matters.	☐	☐	☐	☐
Dealing with grief, loss, feeling isolated or depressed.	☐	☐	☐	☐
Transportation				
Access to local transportation to do shopping and access local services or the local senior center.	☐	☐	☐	☐
Access to health care services.	☐	☐	☐	☐

DRAFT

Access to mental health services.	☐	☐	☐	☐
Access to substance abuse services.	☐	☐	☐	☐
Access to transportation out of the area for medical or other needs.	☐	☐	☐	☐
Protective Services/Elder Abuse/Conservatorship/Legal				
Getting information about services or benefits for seniors.	☐	☐	☐	☐
Getting legal assistance for matters such as contracts, wills, estate planning or other legal issues.	☐	☐	☐	☐

4. If you found out that you were eligible to receive CalFresh (formerly Food Stamps), would you be interested in receiving CalFresh card for purchasing groceries? ☐ Yes ☐ Maybe ☐ No

Please tell us about yourself or the older adult (60+) you are completing this for.
**** We are required to collect this information in order to receive state and federal money to pay for local senior services ****

5. Your age: ☐ 59 and under ☐ 60-64 years ☐ 65-74 years ☐ 75-84 years ☐ 85-94 years ☐ 95 and over

7. Are you a veteran? ☐ Yes ☐ No

8. Ethnicity (Please choose only one)
☐ African American ☐ American Indian or Alaska Native ☐ Hispanic or Latino ☐ Native Hawaiian or Pacific Islander ☐ Asian ☐ Multiracial ☐ Caucasian/White ☐ Other

9. Do you identify as: ☐ Heterosexual ☐ Gay or Lesbian ☐ Bisexual ☐ Decline to Answer

10. Education(please check highest grade level completed):
☐ 0-8th grade ☐ Some college ☐ Post graduate degree ☐ 9-12 grade ☐ College graduate

11. Is English the primary language spoken in your household?
☐ Yes ☐ No If no, what language is primary? _____

12. Do you experience any language barriers when seeking services?
☐ Yes ☐ No

13. Estimated **total household income** last year (2014)
☐ Under $11,770 ☐ $11,771 - $15,930 ☐ $15,931 - $20,090 ☐ $20,091 - $24,250 ☐ $24,251 - $28,410 ☐ $28,411 - $32,570 ☐ Over $32,570 ☐ Decline to Answer

14. Do you feel isolated (not by choice) in your current living situation?
☐ Yes ☐ No
If yes, please explain _____

15. Do you feel personal isolation in any of the following areas?
☐ Cultural ☐ Social ☐ Geographical

16. Do you live alone? ☐ Yes ☐ No If no, what is the number of regular household members (including yourself)? _____

17. What is your current living situation?
☐ Living in my own home (own or rent)
☐ Living in a hotel, motel or other location
☐ Living in the home of a child or other relative
☐ Living in a long-term care facility such as a board and care home, assisted living or nursing facility
☐ No Stable residence at this time

18. What form of transportation do you use most often (please check only one)?
☐ My own vehicle ☐ Relatives ☐ Friends ☐ Other ☐ No transportation available

19. Do you currently provide regular care or support for a person age 60 or older in Inyo or Mono County?
☐ Yes ☐ No

20. If living with a child under the age of 18, are you the primary caregiver? ☐ Yes ☐ No
If yes, are you the parent of this child? ☐ Yes ☐ No

Thank you for taking the time to help us by completing this needs assessment!

DRAFT

For Clerk's Use Only:
AGENDA NUMBER

22

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: September 15, 2015

SUBJECT: Request for authorization to hire one full time Office Clerk III in the HHS Behavioral Health Division.

DEPARTMENTAL RECOMMENDATION:

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

1. the availability of funding for the requested positions exists in the Behavioral Health budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
2. where internal candidates meet the qualifications for the position, the vacancy will be filled through an internal recruitment though an open recruitment may be required if there are no internal candidates and;
3. approve the hiring of one full time Office Clerk III Range 52 ($2880-$3500) .

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A full time Office Clerk III position in the Behavioral Health Division will be vacant as an employee will be retiring from this position as of October 1, 2015. The vacancy will occur in our HHS Grove Street front office as a long time employee retires. This position is one of three Office Clerk III positions in the Grove Street office and is supervised by the Office Technician III. The team provides reception for the entire Grove Street Office which includes Behavioral Health, Child Welfare, Adult Protective Services, IHSS, Wraparound and Public Guardian/Public Administrator services. As such, it is a busy office with a high volume of direct client services. The Office Clerks ensure that consumers and partners are welcomed and supported as they come into the office or are on the phone. This is often the first point of contact to engage persons in services. The position provides not only front office support but also assistance with admissions and maintenance of the electronic health records. As part of the team, the person in this position has provided special assistance to the County Psychiatrist in terms of scheduling and ensuring that healthcare and pharmacy needs are met. This position is an integral part of the team to ensure efficient and effective service provision. The Department respectfully requests permission to conduct an internal recruitment to fill this vacancy.

ALTERNATIVES:

The Board could choose to not to allow Behavioral Health to hire this position. This would seriously impact our ability to provide consumer and staff support at all levels.

OTHER AGENCY INVOLVEMENT:

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies

such as probation, schools, primary health, and law enforcement, in addition to most other HHS divisions.

FINANCING:

HHS Behavioral Health funding including Behavioral Health Realignment and Medi-Cal. This position is budgeted in Behavioral 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: yes Date: 9/4/2015
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: 9/3/15

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 9-8-15

For Clerk's Use Only:
AGENDA NUMBER

23

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: September 15, 2015

SUBJECT: Authorization to hire one full time Addictions Counselor 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 Addiction 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 Addictions Counselor II at Range 60 ($3471- $4216) or III at Range 64 ($3910-$4630) contingent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting this position due to a vacancy as the result of the retirement of one of our HHS Behavioral Health Addictions Counselors III as of September 2, 2015. Substance Use Disorder (SUD) services are the Department's treatment programs that address addictions. These services are a part of the larger Behavioral Health division of Health and Human Services. SUD is staffed with three fulltime certified Addictions Counselors, including one who is the Addictions Supervisor, and one part time position. Programs consist of assessment and treatment services primarily in a group setting. Programs include the Perinatal program to parenting women with addictions, the adolescent program, Drug Court/SACPA, jail services, Diversion, Driving Under the Influence (DUI) programs, other probation group services, outreach, case management and services to support persons with co-occurring mental health and addiction treatment needs. Services are provided in both north and south county offices and the jail. We have become certified to be a Drug Medi-Cal provider at both sites. It is critical to have adequate certified Addictions Counselor staff to provide these treatment services. We respectfully request to fill this vacancy at the Addictions Counselor II or III level to ensure that we have certified Addictions Counselors able to bill Drug Medi-Cal for eligible services.

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 provide addiction treatment services within our community.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

Drug Medi-Cal reimbursement, SAPT Block Grant and Behavioral Health Realignment funds as well as client fees as related to the DUI programs. This position will be budgeted in Behavioral Health Substance Use Disorders (045312 and 045315) 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: yes Date: 9/4/2015
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: Sue DC Date: 9/3/15

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 9-8-15

For Clerk's Use Only:
AGENDA NUMBER
24

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

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Approval of Hiring of HHS Administrative Assistant

DEPARTMENTAL RECOMMENDATION:

Request Board approve the hiring of one Administrative Assistant to the Health and Human Services (HHS) Director, at Range 70 ($4,391 - $5,341), and find that consistent with the adopted Authorized Position Review Policy:

a. the availability of funding for this 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. where it is possible that the Assistant to the HHS Director position could be filled by internal candidates meeting the qualifications for the position, a State Merit System list exists and must be exhausted before a new recruitment can be conducted; and

c. approve the hiring of one Assistant to the HHS Director at Range 70 ($4,391- $5,341)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Administrative Assistant to the HHS Director becomes vacant mid-September when the recently hired candidate recognized her desire to return to a fiscal job classification. This position is the right hand to the HHS Director, as well as providing support to the HHS top management team, and is an extremely busy job with a high volume of work in the areas of: managing the preparation, routing and administrative problem-solving of Board agenda items; the assurance of coordination and completion of administrative forms and details between the County Personnel system and the State Cooperative Personnel Services; being in a lead role between HHS and Red Cross of Los Angeles around preparation and details of disaster preparedness for shelter care; being the HHS gatekeeper for the large volume of HHS requests/needs for services to Information Services, Public Works, County Counsel, Personnel, and Motor Pool; being the interface and keeper of critical information between the HHS Director and four (4) different California state departments that regulate HHS services, Inland Counties Emergency Medical Services, multiple local HHS advisory councils, various local coalitions, two new Managed Care entities, various statewide associations for HHS directors, as well as the usual County-level interface between any Department Head and local partners.

ALTERNATIVES:

Your Board could deny this request, resulting in a significant loss of HHS availability to respond to political and workforce needs and problems.

OTHER AGENCY INVOLVEMENT:

Various State departments and associations, County Administration

FINANCING:

State and Federal funding, Health Realignment and Social Services Realignment. This position is budgeted as follows: 20% Health (045100); 20% Mental Health (045200); 50% Social Services (055800); 5% ICGOLD (056100); and 5% ESAAA (683000) in the Salaries and Benefits object codes.

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: 9/4/2015
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: 9/3/15
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: Jean Turner Date: 9-8-15

(Not to be signed until all approvals are received)

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
AGENDA NUMBER
25

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Request to hire an HHS Deputy Director over Aging and Social Services

DEPARTMENTAL RECOMMENDATION:

Request Board 1) approve the increased salary range for the HHS Deputy Director-Aging and Social Services from Range 84 ($5,777-$7,022) to Range 88 ($6,627-$8,053); and 2) request Board find that consistent with the adopted Authorized Position Review Policy:

A) the availability of funding for an HHS Deputy Director-Aging and Social Services exists and is budgeted, as certified by the Director of Health and Human Services, and concurred with by the County Administrator, and the Auditor-Controller; and
B) where internal candidates meet the qualifications for the position, the position could possibly be filled through an internal recruitment, however, an open recruitment is more appropriate to ensure the position is filled with the most qualified; and
C) approve the hiring of one HHS Deputy Director at Range 88 ($ 6,627-$8,053) .

CAO RECOMMENDATION:

The process by which increases in compensation are considered for positions in County employment covered by the Personnel Merit System was described in great detail during your Board's recent consideration of a request to increase the base pay for the Psychiatrist position. A copy of that process can be provided upon request, however, in the interest of *relative* brevity, the detail is not recited here.

Section 4.4 of Attachment E to the salary resolution for non-represented employees provides that a position can be considered for reclassification outside of the classification plan review period if a department head demonstrates:

1. The need for the reclassification is urgent, and cannot wait for the next countywide classification plan review; and,

2. The need for the reclassification is the result of a change in County Code, policy or program, approved by the Board of Supervisors, and the department head clearly informed the County Administrator and Board of Supervisors that the proposed change in County Code, policy or program, if adopted, would result in the need for the reclassification and the associated costs; OR, the need for the reclassification is the result of changes in State or Federal law or regulation, AND additional and commensurate State or Federal funding necessary to fund the reclassification is available and secure; and,

3. To implement the changes in the County Code, policies, or programs, or State or Federal laws and regulations will require higher levels of skills or higher levels of responsibility clearly distinguishable from those associated with the position for which reclassification is sought; and,

4. The incumbent in the position has the capacity to successfully perform the newly required skills and responsibilities.

The department head's justification for the reclassification request, based on these criteria, are outlined below.

Additionally, the County's reclassification process requires that the Personnel Director determine each of the preceding criteria have been met before concurring in and recommending the reclassification of the position to the Board of Supervisors:

a. The reclassification results from an official recognition of a change in duties and/or responsibilities which has already occurred or will imminently occur.

b. The incumbent possesses the knowledge, skills and abilities, and/or other qualifications of the different class.

c. The incumbent has demonstrated a high level of performance in the quality, quantity and efficiency of changed duties and/or responsibilities of the different class.

The need for the reclassification/change in salary is the result of changes in State or Federal law or regulation; in this case a change in the State-specified job description. As noted by the department head, the job description for the HHS Deputy Director-Aging and Social Services is specified by the State Merit Systems. The former incumbent in the position was hired under a State Merit Systems Program Manager job description, however, in early 2015, State Merit Systems changed this title to that of Deputy Director and deleted the former Program Manager job description. A copy of the Deputy Director job description from State Merit Systems is attached.

Additionally, since 2009, the former incumbent, working under the Program Manager job description, has been assigned a myriad of additional job responsibilities. The department head has indicated that these responsibilities will stay with the position, and not travel with the former incumbent in her new position as HHS Assistant Director. And, the department head has translated these additional responsibilities, as they play-out in detail for the Inyo County HHS Deputy Director-Aging and Social Services position, to supplement the State Merit Systems job description in the attachment.

There is no incumbent since the position is currently vacant. Any candidate hired to fill the HHS Deputy Director-Aging and Social Services position will need to: (1) possesses the knowledge, skills and abilities, and/or other qualifications of the State Merit Systems Deputy Director job description; and (2) demonstrate a high level of performance in the quality, quantity and efficiency of the job requirements specific to Inyo County HHS Deputy Director-Aging and Social Services position.

For these reasons, I, as the Personnel Director, can make the required findings based on the classification plan to recommend a change in compensation to your Board.

Your Board can, of course, make its own contrary findings and deny the request. However, doing so could create inequity in light of the new job description the department head indicates is required by State Merit Systems, and the additional job responsibilities that have been being assigned to the position.

SUMMARY DISCUSSION:

The former HHS Social Services Director recently promoted to HHS Assistant Director. In the window of this vacancy, the Department requests Board consider adjusting this salary for the following reasons: 1) This job description, developed by State Merit Systems, originally was considered a Program Manager. In early 2015, State Merit Systems changed this title to that of Deputy Director and deleted the former Program Manager job description. The job description is attached, along with a Departmental document outlining more specifically the exact knowledge, skills, and tasks in Inyo County. 2) The position oversees fifty-six (56) employees, and at least 10 separate, very technical and legally specific programs totaling over $9,300,000, collectively making it the largest HHS division in terms of number of employees, size of budget and scope of programs. 3) Since the inception of this position, added duties have included the oversight and development of operations in Aging services (ESAAA and IC-GOLD) in recent years, as well as Tecopa-based operations. 4) It is also noteworthy that the technical requirements and changes in the Social Services programs began changing significantly in the last two years, initially driven by health care reform and Medi-Cal expansion, but now continuing in the upcoming few years with much service re-design in welfare-to-work program strategies and workforce needs.

While it is true that we need an experienced professional to ensure a smooth transition of our existing Aging and Social Services, it is also true that we need to look to the future and ensure the hiring of not only a seasoned professional, but one who is flexible, creative and strategic. Those qualifications will ensure a smooth leadership transition of our current programs into the future programmatic changes being conveyed in Sacramento.

This may be a challenging recruitment and, if the first recruitment round does not produce a candidate with the necessary technical knowledge , leadership, strengths and abilities, the Department will review alternatives with County Administration and Personnel about possible re-structuring.

ALTERNATIVES:

Denying approval of the request to hire the position will delay the replacement of a key senior manager in a very technically specific role in our public services.

Denying the request to increase the salary for the position may limit the effectiveness of the recruitment while delaying bringing the compensation for the position in-line with its new job requirements.

OTHER AGENCY INVOLVEMENT:

California Department of Social Services, California Department Aging, Department of Health Care Services, Kern County Employment and Training Consortium, Statewide Automated Welfare System Consortium, County Medical Services Program, Toiyabe Indian Health Project, Inyo County Sheriff's Office, Inyo County Juvenile Court, Inyo County Probation, Bishop Police Department, various foster families agencies and local foster families, Inyo County Office of Education

FINANCING:

State, Federal, Social Services Realignment and County General funds. This position is budgeted in Social Services (055800), I.C.G.O.L.D. (056100), and ESAAA (683000) in the salaries and benefits object codes.

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: [signature] Date: 9/9/2015
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* [signature] Approved: ✓ Date: 9/9/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) [signature] Date: 9-9-15

DEPUTY DIRECTOR- SOCIAL SERVICES

State Merit System Job Duties for a Deputy Director in a Social Services Department over a single Social Services division (i.e., Children's Services, Adult Services, Employment & Eligibility, etc.)

Duties Interpreted for an Inyo HHS Deputy Director over multiple Social Services divisions, as well as the non-Social Services-funded Aging Services, and Tecopa-based operations for HHS

1. Develops and implements goals, objectives, policies, procedures and work standards for a (Social Services) division
   In a context of best practices, evidence-based practice, and local resource limitations, identifies strengths and weaknesses of the HHS division's programs and operations, and makes recommendations on the formulation of policy and procedures, and staffing and organizational changes. The Social Services division's programs and operations currently include Employment and Eligibility (e.g. CalWORKs, Medi-Cal, General Assistance, CalFresh, Employment Services); Child Protective Services; Licensing; Adult Protective Services; Wraparound; In Home Supportive Services; and LPS Investigations, as well as Aging programs (ESAAA and I.C. GOLD Senior Service Centers and Programs) and Tecopa-based HHS operations.

2. Plans, organizes, coordinates and directs a division in the areas of administration, social services, eligibility or employment; establishing performance levels, communicating goals and performance expectations, and ensuring conformance to established policies and procedures, and standards for quality and timeliness
   Provides primary ownership and oversight of all Social Services programs, including Employment and Eligibility (e.g. CalWORKs, Medi-Cal, General Assistance, CalFresh, Employment Services); Child Protective Services; Licensing; Adult Protective Services; Wraparound; In Home Supportive Services; and LPS Investigations, as well as Aging programs (ESAAA and I.C. GOLD Senior Service Centers and Programs) and Tecopa-based HHS operations. Ensures appropriate leadership and setting of standards for technical, legal and regulatory compliance, consistent with Board and Department's direction, within funding parameters, and within applicable laws and regulations governing all the various programs; prepares Agenda Request for Board of Supervisors meetings relevant to Social Services, Aging and Tecopa operations and personnel

3. Plans and manages, through subordinate managers and/or supervisors, the work of division staff; assigns, reviews and evaluates staff and provides for their training and professional development; monitors and directs employee relations activities; and provides guidance to subordinate staff regarding personnel matters.
   Supervises 8-9 subordinate managers and/or supervisors over Child Welfare, Adult Protective Services, Aging Services, In-Home Supportive Services, Licensing, Wraparound/FIRST services, and_Employment and Eligibility. Provides guidance around workforce development, training needs, performance standards and performance problems as well as other personnel matters for a workforce of an additional 47 employees. Prepares required Annual Training Plan verifying regulatory training compliance for programs under the California Department of Social Services (Employment and Eligibility, Child Protective Services, Licensing, Adult Protective Services, and In Home Supportive Services), as well as the Annual Training Plan for the programs under California Department of Aging (ESAAA).

4. Assesses service delivery to communicate findings to upper management, implements changes to improve efficiency and service quality, maximizes effectiveness of program operations, and ensures alignment with the department's mission

Maintains awareness of and participation in external professional environment and resources to ensure the highest level of professional standards is applied to service delivery; and communicates service delivery strengths and weaknesses to upper management

5. Serves as an internal technical expert regarding program matters by providing consultation and guidance to staff, subordinate supervisors, managers, executive management, or the Director
Serves as an internal technical expert in at least one of the multiple programs assigned, including, but not limited to Employment and Eligibility, Child Protective Services, Adult Protective Services, Licensing, In Home Supportive Services and ESAAA, and ensures subordinate managers and/or supervisors maintain subject matter technical expertise over their respective programs; ensures operational compliance with and monitoring of multiple statewide automated client casework systems (including, but not limited to CWS/CMS, CMIPSII, CIV, MEDS, and CARS), and coordinates with County IT staff around electronic system changes and requirements; coordinates with internal Quality Assurance (QA) and Improvement (QI) Team to implement QA/QI identified changes.
May directly provide, or provide through a subordinate manager/supervisor, after-hours on-call back-up to Child Welfare and Adult Protection staff on complex cases in coordination with local law enforcement and other agencies; may accompany staff to Juvenile Court hearings to provide more advanced expert technical direction; and, provides legal liaison with Court and County Counsel

6. Prepares and recommends long-term plans for division services and programs; develops specific proposals for action on current and future division services and operations
Provides liaison to one or more State Departments, including California Department of Social Services, California Department of Aging, and California Department of Health Care Services and regularly attends meaningful designated statewide meetings to ensure local compliance with specific technical requirements, and to monitor new legislation and/or regulations and/or best practices and examines and communicates to upper management the effect on HHS operations; makes recommendations and provides alternatives to upper management, the County or special project teams; with involvement of local stakeholders, develops multiple annual program plans and annual updates (i.e. CalWorks, CAPIT, CWS System Improvement Plan, ESAAA Area Plan and annual updates, four different Disaster Plans).

7. Assesses the need for changes to policies or programs based on initiatives to improve services, new services or program modifications, and opportunities for cross-collaboration of program areas
Monitors, researches, reviews and analyzes existing and new legislation and/or regulations pertaining to aging and adult social services, child welfare, employment and eligibility services, and licensing; participates in customer satisfaction surveys and analyses; summarizes and suggests operational changes to service delivery suited for the local environment

8. Interprets laws and regulations, including new laws and proposed legislation, to determine relevancy to department operations and services, and assesses program compliance with laws and regulations
Analyzes Department's capacity, pros and cons of implementing new practice, while complying with mandates

9. Develops or revises policies or procedures to improve operational efficiency and effectiveness, and assists higher-level management in departmental strategic planning

Maintains knowledge of workforce capacity issues, mandates, operational strengths and challenges, and regularly keeps upper management informed for planning purposes

10. Works collaboratively with personnel of other agencies, community groups, foster parents, child care providers, contractors, and other public and private organizations to determine needs for social services, and coordinates shared services or collaborative projects, or the provision of services by contracted agencies
    Represents HHS at designated task forces, committees and stakeholder meetings to assess community service gaps and look for opportunities to collaborate and share resources (including, but not limited to Foster Parent Blue Ribbon Commission, Juvenile Cabinet, Sexual Assault Response Team, Community Corrections Partnership, Inyo County At Risk Review Team); develops and monitors contracts, and provides technical assistance as required to contract providers in Inyo and Mono Counties.

11. Assists in development of the budget for assigned programs by preparing cost estimates and projections, and performing ongoing monitoring of expenditures to ensure compliance with budget provisions
    Participates regularly with upper management and fiscal team around budget needs and estimates, and participates directly or through subordinate managers/supervisors in quarterly time study meetings with service-delivery staff

12. Serves as an external technical expert by providing consultation regarding program, legal, or policy matters to external entities such as County department managers or administrators, State departments, Board of Supervisors, advisory boards, and advocacy groups
    In addition to bringing to this job technical expertise in at least one Social Services program as outlined above, develops on-going higher-level technical expertise of the array of programs under this HHS division; represents HHS in state meetings, with advisory boards, advocacy groups, local Foster Care Commission, and provides Juvenile Court liaison; ensures coordination with County Counsel, District Attorney, Public Defenders, Juvenile Probation, Wild Iris, , Tolyabe, CASA, Jail in provision of services; oversees Interstate Compact Placement of Children with other U.S. states; identifies, participates in and seeks legal and risk management consultation as necessary; serves as HHS liaison for State program audits

13. Ensures that information regarding department services and policies is provided accurately and thoroughly to external parties, and that all complaints are responded to appropriately and in a timely manner
    Coordinates with other Department managers to ensure compliance with all laws, regulations, and policies; receives and responds to complaints appropriately and timely; ensures timely and appropriate mandated Fair Hearings and Grievance Hearings from consumers

MERIT SYSTEM SERVICES

Date Established: 2/4/15
Date Revised:

PROGRAM MANAGER

CLASSIFICATION DEFINITION

Under direction, the Program Manager plans, organizes, and directs employment, eligibility, or social services programs and activities in a local public social services department or agency; and performs other duties as assigned. Some positions may have additional responsibility for administrative services units.

A Program Manager differs from a Social Services Program Manager in that the later plans, organizes, and directs programs and activities exclusively within Child Welfare Services and/or Adult Protective Services.

The Program Manager classification differs from the next higher level Deputy Director classification in that the latter typically has responsibility for multiple administrative and staff services work in areas such as personnel, administrative analysis, accounting, auditing, budgeting, or data processing; eligibility, employment, or social service functions in a department or for a single program where two or more subordinate levels of supervision exist. In these departments, the Program Manager serves in a first-level managerial capacity.

SUPERVISION EXERCISED AND RECEIVED

Incumbents in the Program Manager classification receive supervision from a Deputy Director, Director, or other higher-level management classification. A Program Manager provides direct supervision to supervisors in the assigned program areas, and to other staff as assigned.

TYPICAL DUTIES

Duties may include, but are not limited to, the following:

- Manage the daily work activities of a program or multiple programs, directly or through subordinate supervisors, by establishing performance levels, communicating goals and performance expectations, and monitoring and reviewing work to ensure conformance to established policies and procedures, and standards for quality and timeliness
- Assess service delivery to communicate findings to upper management, implement changes to improve efficiency and service quality, maximize effectiveness of program operations, and ensure alignment with the agency's mission
- Oversee personnel actions to determine compliance with policies and procedures, and provide guidance to subordinate supervisors regarding personnel matters
- Ensure that programs or work units are staffed with qualified individuals by resolving performance problems, documenting performance according to policy,

training and developing staff, and assisting in the selection, hiring, and promotion of staff
- Interpret laws and regulations, including new laws and proposed legislation, to determine relevancy to department operations and services, and assess program compliance with laws and regulations
- Assess the need for changes to policies or programs based on initiatives to improve services, new services or program modifications, and opportunities for cross-collaboration of program areas
- Develop or revise policies or procedures to improve operational efficiency and effectiveness, and assist higher-level management in departmental strategic planning
- Serve as an internal technical expert regarding program matters by providing consultation and guidance to staff, subordinate supervisors, managers, executive management, or the Director
- Work collaboratively with personnel of other agencies, community groups, contractors, and other public and private organizations to determine needs for social services, and coordinate shared services or collaborative projects, or the provision of services by contracted agencies
- Ensure that information regarding department services and policies is provided accurately and thoroughly to external parties, and that all complaints are responded to appropriately and in a timely manner
- Serve as an external technical expert by providing consultation regarding program, legal, or policy matters to external entities such as County department managers or administrators, State departments, Board of Supervisors, advisory boards, and advocacy groups
- Assist in development of the budget for assigned programs by preparing cost estimates and projections, and performing ongoing monitoring of expenditures to ensure compliance with budget provisions
- Perform other duties as assigned

EMPLOYMENT STANDARDS

Knowledge of:
- Program development, administration, and service delivery related to the program or programs in the area of responsibility, which may include employment services, eligibility, and/or social services
- Current management and leadership techniques, performance appraisal methods, and public administration
- Knowledge of planning and scheduling techniques to ensure that timelines and schedules are established appropriately, modified as needed, and adhered to
- Knowledge of budgeting principles in order to develop, manage, and/or track budgets, budget allocations, and expenditures
- Public and private community resources

Ability to:

- Establish and maintain cooperative working relationships with internal management and staff, and with a variety of external stakeholders
- Identify, analyze, and evaluate situations or problems to determine appropriate courses of action
- Analyze laws, regulations, and policies to ensure all programs and activities are in compliance
- Apply knowledge of laws, regulations, and policies to decision making and problem solving to identify solutions and courses of action that are most appropriate or compliant
- Be flexible in adapting to changes in priorities or resources that impact pre-established timelines and courses of action
- Maintain awareness of the functioning and status of multiple work groups or program areas simultaneously
- Delegate work assignments and appropriate level of responsibility to employees in order to ensure the completion of work assignments and projects
- Read and understand complex written materials, such as laws, proposed legislation, policies, reports, etc., in order to interpret, explain, and apply
- Use a personal computer to input data, access information, and create materials and documents using a variety of software applications
- Communicate verbally, in person or by telephone, clearly and concisely with a variety of audiences on a variety of matters
- Write to ensure effective and clear communication and proper composition of reports, correspondence, email, and other written communication
- Review and edit documents written by others to ensure proper format, sentence structure, grammar, and punctuation

MINIMUM QUALIFICATIONS

EITHER

Pattern 1: One (1) year of experience performing duties comparable to a Social Worker Supervisor I or II, Eligibility Supervisor, Employment and Training Worker Supervisor, or supervisory experience in administrative and staff services work in areas such as personnel, administrative analysis, accounting, auditing, budgeting, or data processing in a public social services agency.

OR

Pattern 2: A graduate degree in public administration or business administration or a Master's Degree in Social Work or a Master's Degree from a two year counseling program

AND

One (1) year of journey-level experience in employment, eligibility, social service work, or administrative and staff services work in areas such as personnel, administrative analysis, accounting, auditing, budgeting, or data processing in a public social services agency.

AND

One (1) year of general supervisory experience.

DRIVER LICENSE REQUIREMENT:

Some positions in this classification may require possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

MERIT SYSTEM SERVICES

Date Established: 2/4/15
Date Revised:

DEPUTY DIRECTOR

CLASSIFICATION DEFINITION

Under executive direction, the Deputy Director plans, organizes, and directs the overall administrative activities of one or more of the major divisions of a social services agency to include administrative services units, employment, eligibility, or social services programs either directly or through subordinate managers; may act in the Director's absence; and performs related work as required.

A Deputy Director typically has responsibility for multiple functional areas in a social services agency, but may manage a single division or function through subordinate managers and/or supervisors. In these agencies, the Deputy Director serves in a second-level managerial capacity.

The Deputy Director classification differs from the lower level Program Manager and Social Services Program Manager classifications in that the latter typically have responsibility for a single functional area within the agency.

SUPERVISION EXERCISED AND RECEIVED

Incumbents in the Deputy Director classification receive direction from the Director of the department, and supervise the work of subordinate managers and/or supervisors.

TYPICAL DUTIES

Duties may include, but are not limited to, the following:

- Develops and implements goals, objectives, policies, procedures and work standards for a division
- Plans, organizes, coordinates and directs a division in the areas of administration, social services, eligibility or employment; establishing performance levels, communicating goals and performance expectations, and ensuring conformance to established policies and procedures, and standards for quality and timeliness
- Plans and manages, through subordinate managers and/or supervisors, the work of division staff; assigns, reviews and evaluates staff and provides for their training and professional development; monitors and directs employee relations activities; and provides guidance to subordinate staff regarding personnel matters
- Assesses service delivery to communicate findings to upper management, implements changes to improve efficiency and service quality, maximizes effectiveness of program operations, and ensures alignment with the department's mission

- Serves as an internal technical expert regarding program matters by providing consultation and guidance to staff, subordinate supervisors, managers, executive management, or the Director
- Prepares and recommends long-term plans for division services and programs; develops specific proposals for action on current and future division services and operations
- Assesses the need for changes to policies or programs based on initiatives to improve services, new services or program modifications, and opportunities for cross-collaboration of program areas
- Interprets laws and regulations, including new laws and proposed legislation, to determine relevancy to department operations and services, and assesses program compliance with laws and regulations
- Develops or revises policies or procedures to improve operational efficiency and effectiveness, and assists higher-level management in departmental strategic planning
- Works collaboratively with personnel of other agencies, community groups, contractors, and other public and private organizations to determine needs for social services, and coordinates shared services or collaborative projects, or the provision of services by contracted agencies
- Assists in development of the budget for assigned programs by preparing cost estimates and projections, and performing ongoing monitoring of expenditures to ensure compliance with budget provisions
- Serves as an external technical expert by providing consultation regarding program, legal, or policy matters to external entities such as County department managers or administrators, State departments, Board of Supervisors, advisory boards, and advocacy groups
- Ensures that information regarding department services and policies is provided accurately and thoroughly to external parties, and that all complaints are responded to appropriately and in a timely manner
- Performs other duties as assigned

EMPLOYMENT STANDARDS

Knowledge of:

- Program development, administration, and service delivery related to programs in the area(s) of responsibility, which may include employment services, eligibility, and/or social services
- Federal, state, and local laws, rules, and regulations governing the operation of public social services agencies, including the California Welfare and Institutions Code and the California Department of Social Services Division Regulations
- Principles of public administration, including intergovernmental relationships affecting delivery of public services
- Current management and leadership theories, techniques, and applications to ensure that strategies employed in the supervision and oversight of staff are effective and appropriate

- Planning and scheduling techniques to ensure that timelines and schedules are established appropriately, modified as needed, and adhered to
- Budgeting principles in order to develop, manage, and/or track budgets, budget allocations, and expenditures

Ability to:

- Establish and maintain cooperative working relationships with internal management and staff, and with a variety of external stakeholders
- Monitor the activities in multiple programs or functions run by different subordinate managers or supervisors to ensure all activities are consistent with established policies and procedures, and the mission of the department
- Develop solutions to complex problems and issues relating to programs, procedures, and policies
- Be flexible in adapting to changes in priorities or resources that impact pre-established timelines and courses of action
- Apply knowledge of laws, regulations, and policies to decision making and problem solving to identify solutions and courses of action that are most appropriate or compliant
- Analyze and evaluate the impact and effectiveness of programs, procedures, and policies
- Develop alternate work plans and strategies in response to changing priorities, problems, or setbacks to allow for the completion of projects and work assignments within desired timeframes
- Develop short-range and long-range plans and schedules in support of operating goals and strategic plans of the department
- Develop systems and controls to ensure the quality of work performed by staff, and overall quality of services provided
- Delegate work assignments and appropriate level of responsibility to employees in order to ensure the completion of work assignments and projects
- Read and understand complex written materials, such as laws, proposed legislation, policies, reports, etc., in order to interpret, explain, and apply
- Use a personal computer to input data, access information, and create materials and documents using a variety of software applications
- Communicate verbally, in person or by telephone, clearly and concisely with a variety of audiences on a variety of matters
- Write to ensure effective and clear communication and proper composition of reports, correspondence, email, and other written communication
- Review and edit documents written by others to ensure proper format, sentence structure, grammar, and punctuation

MINIMUM QUALIFICATIONS (Education and/or Experience)

EITHER
Pattern 1: One (1) year of experience performing duties as a Social Services Program Manager, Program Manager, Staff Services Manager, or Senior Staff Services Manager within an Interagency Merit System county;
OR
Pattern 2: Four (4) years of supervisory experience in employment, eligibility; social service programs; or administrative and staff services work in areas such as personnel, administrative analysis, accounting, auditing, budgeting, or data processing in a public social services agency.
OR
Pattern 3: A graduate degree in public administration or business administration or a Master's Degree in Social Work or a Master's Degree from a two year counseling program **AND** two (2) years of supervisory or managerial experience in employment, eligibility, social service programs; or administrative or staff services work in areas such as personnel, administrative analysis, accounting, auditing, budgeting, or data processing in a public social services agency.

DRIVER LICENSE REQUIREMENT:

Some positions in this classification may require possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

For Clerks Use Only
AGENDA NUMBER
26

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **September 15, 2015**

SUBJECT: Request to fill vacant Animal Control Officer

DEPARTMENTAL RECOMMENDATION:

Request the Board find that consistent with the adopted Authorized Review Policy;

1) The availability of funding for the requested position comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
2) Where internal candidates may meet the qualifications for the position, and the position could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and
3) Approve the open recruitment and hiring of (1) one Animal Control Officer position (Range 56, $3,163 - $3,839).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

(1) One Senior Animal Control Officer position has become vacant due to retirement. We will have to begin the process of recruiting and testing for the position. Once testing is completed, we are requesting to fill the vacancy. This position is critical to fill, as beside the Animal Control Supervisor, we have only one other full-time employee for patrolling.

ALTERNATIVES:

Deny the filling of the (1) one Animal Control Officer, this is not recommended as Animal Services has a lot of area to cover and respond to calls, and not filling the position will continue to result in overtime in this budget.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor-Controller

FINANCING:

The Animal Control Officer position is part of our authorized strength, and is included in the requested Animal Service's FY2015/2016 budget 023900.

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 9/3/2015
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 9/3/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) William Lutze by Jais LOdum admin asst. Date: 9/3/15

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
27

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

FROM: Inyo County Free Library

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Request approval to hire an APAR Library Specialist for the Furnace Creek Library.

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

1. the availability of funding for the Library Specialist position exists as certified by the County Administrator and concurred with by the Auditor-Controller and,
2. where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and,
3. approve the hiring of one APAR Library Specialist I, Range 46A ($13.42 per hour).

SUMMARY DISCUSSION:
The Library Specialist in Furnace Creek has submitted a letter of resignation with a final day of Sept 26, 2015. In order to avoid a lengthy lapse in service, it is requested that the position be filled as soon as possible. The Furnace Creek Library is open two days weekly, Wednesday evenings and Saturday mornings, and provides internet access and reading materials to Furnace Creek residents.

ALTERNATIVES:
Your Board could choose to not approve the hiring of a Library Specialist for Furnace Creek, in which case the Library would not be able to remain open.

OTHER AGENCY INVOLVEMENT:
Inyo County Personnel Department

FINANCING:
Sufficient funds are in the Library's 2015-2016 budget for this position.

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.)* Approved: yes Date 9/4/2015
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 9/4/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 09-04-2015
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER
28

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Authorize Personnel to recruit and fill a vacant Equipment Operator.

DEPARTMENTAL RECOMMENDATION:

Request your Board A) find that consistent with the adopted Authorized Position Review Policy that the availability of funding for the requested position exists in the Solid Waste budget as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) Where internal candidates meet the qualifications for the position of the Equipment Operator I, Range 58 ($3,310 - $4,027), the vacancy can be filled through an internal recruitment, and C) Authorize the hiring of one Equipment Operator I, Range 58 ($3,310 - $4,027).

SUMMARY DISCUSSION:

The Bishop-Sunland Landfill equipment operator position is currently vacant. Inyo County Recycling and Waste Management is requesting that this position be filled through an internal recruitment if a candidate can be found that meets the qualifications of the Equipment Operator as this position is essential to the operation and maintenance of the landfill. Without this position Inyo County could possibly be found to be in violation State minimum operators standards for not having the proper staffing levels at the facility.

ALTERNATIVES:

Your Board could choose not to authorize filling the vacant position; however, this is not recommended, as the functionality of the Recycling and Waste Management program will suffer. When any of these positions are vacant other Waste Management employees are utilized to provide the necessary facility coverage, which takes the employees away from their normally assigned duties, creating overtime expenses and the denial of personal leave time.

OTHER AGENCY INVOLVEMENT: Personnel, Auditor

FINANCING: Funding for this position is included in the FY 2015-2016 Solid Waste Budget, 045700, Salaries.

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 9/8/2015
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 9/4/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/9/15

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
29

☐ Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Amendment of Joint Powers Agreement for the Eastern Sierra Transit Authority

DEPARTMENTAL RECOMMENDATION:

Request your Board consider proposed amendment to the Transit Authority Joint Powers Agreement and, if approved, authorize the Chairperson to sign.

SUMMARY DISCUSSION:

The Eastern Sierra Transit Authority (ESTA) has transmitted the proposed amendment to the Joint Powers Agreement (attached), including both redline and clean copies. The amendment, adding Section 1.2.2 to the Agreement, would permit each member agency's governing board to appoint one of its two governing board representatives to the ESTA Board of Directors from the public at large. Currently, the Agreement provides that each member agency (Inyo County, City of Bishop, Mono County, and Town of Mammoth Lakes) has two representatives on the ESTA Board of Directors, and that those representatives must be appointed from the respective member's governing Board. As constructed, this allowance to allow any member agency to appoint one of its representatives from the public as opposed from only its governing board will sunset on June 30, 2017, unless shortened or extended by a subsequent amendment to the Agreement.

ALTERNATIVES:

Your Board could choose not to approve the amendment. Doing so would prevent the change from occurring since amendment of the Joint Powers Agreement requires approval from each member agency.

OTHER AGENCY INVOLVEMENT:

The Eastern Sierra Transit Authority is a Joint Powers Authority comprised of the County of Inyo, City of Bishop, County of Mono, and Town of Mammoth Lakes.

FINANCING:

There is no cost associated with this amendment.

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 09/10/15
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: 09-10-15
(The Original plus 20 copies of this document are required)

TRANSIT AUTHORITY
JOINT POWERS AGREEMENT

Between the

COUNTY OF INYO
California

COUNTY OF MONO
California

CITY OF BISHOP
California

and the

TOWN OF MAMMOTH LAKES
California

for such filing that the Secretary of State may charge. In addition, within sixty (60) days of the date of commencement of its legal existence, and thereafter as required, the Board of Directors of the Authority shall file with the Secretary of State and the Clerks of Inyo and Mono County in accordance with Government Code Section 53051.

SECTION 1.2 GOVERNING BOARD:

SECTION 1.2.1 Each potential party to this agreement who adopts the agreement shall be considered a member entity. The Authority shall be administered by a governing board, initially consisting of two members appointed by the governing board of each member entity, who shall be members of that member entity's governing body. The governing board shall be called the "BOARD OF DIRECTORS OF THE EASTERN SIERRA TRANSIT AUTHORITY," hereafter referred to as the "Board of Directors." Any of the potential parties to this agreement who have not adopted this agreement may appoint two non-voting members to the Board of Directors until such time as the agreement is adopted by that potential party.

SECTION 1.2.2 This subsection shall remain in effect only until June 30, 2017, and as of that date is repealed, unless a later enacted statute, which is enacted before June 30, 2017, deletes or extends that date. Notwithstanding the provision in section 1.2.1 above limiting those appointed to the governing board to be members of a member entity's governing body, the governing board of each member entity may appoint one of its two governing board members from the public at large.

SECTION 1.3 ALTERNATE MEMBERS: Each member entity may appoint an alternate member to the Board of Directors who may serve in the place of either of that member entity's governmental members. Any alternate must have the same qualification as the member originally appointed.

SECTION 1.4 TERM OF OFFICE: Each member of the Board of Directors shall serve at the pleasure of the appointing party hereto; provide, however, Board members who are members of the respective governmental entities, shall cease to serve upon termination of that public office. The appointing party shall fill vacancies.

SECTION 1.5 REGULAR MEETINGS: The Board of Directors shall provide for its regular and special meetings; provided, however, at least one regular meeting shall be held each month. Each member entity shall be notified of the date, hour and place of the regular meetings and of all special meetings.

SECTION 1.6 RALPH M. BROWN ACT: All meetings of the Board of Directors of the Authority, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act as set forth in Governmental Code Sections 54950 and following.

SECTION 1.15 SUCCESSORS: THIS AGREEMENT shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

SECTION 1.16 BYLAWS, POLICY AND PROCEDURE MANUAL: Within the first six (6) months of the Authority's existence, the board of Directors shall establish Bylaws and a Policy and Procedure Manual to govern the day-to-day operations of the Authority, which is not inconsistent either with applicable law or with this Agreement. Each Board Member and each Member Entity shall receive a copy of the Bylaws and the Policy and Procedure Manual. Thereafter, the Board of Directors may amend, or repeal any bylaw, regulation, or policy and procedure, and may adopt additional bylaws, regulations, or policies and procedures which are not inconsistent either with the applicable law or with this Agreement. The Executive Director shall send to each Board member and to each Member Entity all Bylaw amendments promptly after adoption by the Board of Directors.

SECTION 1.17 DESIGNATION OF SUCCESOR OR ASSIGNS: Any successor or assignee of a Member Entity must be approved by a majority of the Board of Directors, and will incur all responsibilities of the original Member Entity under this Agreement.

ARTICLE II

OFFICERS AND STAFFING

SECTION 2.1 CHAIR AND VICE-CHAIR: The Board of Directors shall elect a Chair and Vice-Chair from among its members.

SECTION 2.2 TREASURER AND AUDITOR CONTROLLER: The Treasurer of one of the contracting parties, or a certified public accountant, shall be the depositary and have custody of the money of the EASTERN SIERRA TRANSIT AUTHORITY, and shall provide all duties and functions of the Treasurer for the Authority as set forth in Government Code Sections 6505, 6505.5, and all other applicable provisions of federal, state and local laws, ordinances, regulations, and this Agreement. The officer performing the functions of auditor or controller shall be of the same public agency as the treasurer designated as depositary pursuant to this section. However, where a certified public accountant has been designated as treasurer of the entity, the auditor of one of the contracting parties or of a county in which one of the contracting parties is located shall be designated as auditor of the entity. The Director of Finance for any of the contracting parties with oversight authority over the Treasurer and Auditor-Controller of that party may also serve in this capacity. Alternately, the Authority may appoint one

i. To execute transfers within major budget units, in concurrence with the Treasurer Auditor-Controller of the Authority, as long as the total expenditures of each major budget unit remain unchanged.

j. To purchase or lease items, fixed assets, or services within the levels authorized in the Bylaws.

k. To lease buses, vans, and other transit vehicles on an "as needed" basis from public or private organizations when deemed necessary to assure continued reliability of service.

l To perform such other duties as the Board of Directors may require in carrying out the policies and directives of the Board of Directors.

SECTION 2.4 BONDING PERSONS HAVING ACCESS TO PROPERTY: The Governing Board of the member entities shall designate the officers, agents, and employees of the Authority who have charge of handling, or have access to, any property of the Authority, and such Governing Boards shall determine the amount of the official bond for such officers, agents, and employees pursuant to Section 6505.1 of the Government Code.

SECTION 2.5 FINANCE: The Treasurer Auditor-controller shall assure that there shall be strict accountability of all funds of the Authority. The Executive Director shall draw warrants to pay demands against the Authority when the demands have been approved by the Board of Directors.

a. The Executive Director will report to the Board of Directors all receipts and disbursements. In addition, the Executive Director shall, through the Regional Transportation Planning Agency (RTPA), arrange for an independent audit of the accounts and records, as prescribed by Section 6505 of the Act. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and the audit shall conform to generally accepted auditing standards. The books of account shall include records of assets, liabilities, and contributions made by each party, including TDA funds received by the Authority as an agent for a member agency.

SECTION 2.6 SECONDARY SUPPORT SERVICES: The Executive Director shall be responsible to arrange for the following secondary support services:

a. Legal Counsel, General Services, Office Space, Fueling Services, Parking, Utilities, Administrative Support, Communications, Clerk of the Board, Payroll, and other support services.

Assistance Funds, and Section 5310 and Section 5311 funds available through the Federal Transit Administration;

k. To raise revenues, including the establishment of transportation fares, for transit services;

l. To incur short-term indebtedness;

m. To own, lease, operate and maintain transportation vehicles and other property or equipment, which is necessary or reasonable to carry out the purpose of this agreement, and

n. All other powers that are necessary and proper for the Authority in order to provide public transportation services.

o. Provide services to locations outside the jurisdiction and boundaries of any of the member entities.

These powers may be exercised by the Authority in the same manner, and subject to the same restrictions, as such powers are exercised by the Town of Mammoth Lakes.

SECTION 3.2 DUTIES: The authority shall have the following specific duties:

a. On or before April 1 of each year, it shall cause to be prepared and submitted to the Board of Directors and each of the member entities a proposed budget for the upcoming fiscal year. The proposed budget shall be subject to the provisions of Article IV of this Agreement.

b. The Governing Board of each member entity shall designate the Authority as its nonexclusive agent to prepare and submit claims for funds to the Mono County Local Transportation Commission (MCLTC) and/or Inyo County Local Transportation Commission (ICLTC) in accordance with the Transportation Development Act and its regulations, to receive such funds, and to provide and/or negotiate, prepare contracts, and contract for transportation services.

c. The Authority will prepare and submit to the member entities quarterly progress reports concerning the provision of services by the contracting parties.

d. The Authority shall provide transit services and shall, on or before April 1, of each year, provide a qualitative and quantitative evaluation of the services to the member entities.

the member entities and their agents, officers and employees from and against any damages, costs, or liabilities arising out of the acts or omissions of the Authority, or its officers, agents, and employees. Where Authority employees are also employees of a member entity, the Authority shall indemnify and hold harmless that employing entity for any damages, costs, or liabilities arising out of the acts or omissions of the employing entity's agents, officers or employees when those persons act on behalf of or at the direction of the Authority. The Authority shall maintain insurance coverage (including workers compensation coverage) adequate to fulfill its responsibilities under this section.

ARTICLE IV

FUNDING

SECTION 4.1 TRANSFER OF TRANSPORTATION ASSETS: The member entities will transfer all existing transportation assets being operated on their behalf by Inyo-Mono Transit to the Authority. The Board of Directors shall be responsible to establish policies and procedures for managing such assets.

SECTION 4.2 TRANSFER OF EMPLOYEES: It is anticipated that some of the current employees of Inyo County will desire to have the option of retaining their current benefit structure. It is the intent of the member entities to provide an option under which current Inyo County employees who work under the supervision of the Authority can "grandfather" their current benefit structure.

SECTION 4.3 ADMINISTRATIVE AND OPERATING COSTS: The Governing Board of each member entity shall designate the Authority as its nonexclusive agent for purposes of applying for and receiving Transportation Development Act Funds to be used solely of [sic] the purposes of funding the administrative, operating and capital costs to be incurred by the Authority under the provisions of the Transportation Development Act statutes and applicable California Code of Regulations.

SECTION 4.4 APPROVAL OF BUDGET: The Board of Directors shall adopt the annual budget of the Authority.

SECTION 4.5 LIMITATION OF FUNDING RESPONSIBILITIES: No member entity may be required to provide funding greater than that received by said member entity from the Inyo County Local Transportation Commission or Mono County Local Transportation Commission without the consent of its governing board; provided,

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1 SEVERABILITY: If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

IN WITNESS WHEREOF, the parties hereto have cause THIS AGREEMENT to be executed and attested by the proper officers, who are duly authorized, as of the day and year first above written.

CITY OF BISHOP By: _____ Mayor, City of Bishop ATTEST: _____ Clerk of the Board APPROVED AS TO FORM: _____ City Attorney	INYO COUNTY By: _____ Chairman, Board of Supervisors ATTEST: _____ Clerk of the Board APPROVED AS TO FORM: _____ County Counsel
TOWN OF MAMMOTH LAKES By: _____ Mayor, TOML ATTEST: _____ Clerk of the Board APPROVED AS TO FORM: _____ City Attorney	MONO COUNTY By: _____ Timothy E. Fesko Chairman, Board of Supervisors ATTEST: _____ Clerk of the Board APPROVED AS TO FORM: _____ County Counsel

Comment [JV1]: All member agencies: please modify signature lines per your standard practice.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
30

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF September 15, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

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.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust 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:_____
(The Original plus 20 copies of this document are required)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
31

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING September 15, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

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.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust 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:_____
(The Original plus 20 copies of this document are required)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
32

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF September 15, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

SUMMARY DISCUSSION: - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

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.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust 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:_____
(The Original plus 20 copies of this document are required)

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
33

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF September 15, 2015

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

SUMMARY DISCUSSION: - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme drought conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

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.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust 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:_____
(The Original plus 20 copies of this document are required)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
34

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

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

FOR THE BOARD MEETING OF: September 8, 2015

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the September 1, 2015 Regular Meeting of the Board of Supervisors.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS *(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)*
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 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)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
35

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

X Scheduled Time for: 11:30 am ☐ Closed Session ☐ Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Filling Unexpired Term for Office of Corner Including Possible Appointment

DEPARTMENTAL RECOMMENDATION:

Request your Board consider options for filling the unexpired term for the Office of Coroner and, if your Board decides not to make an appointment at today's meeting, provide direction to staff.

SUMMARY DISCUSSION:

In a letter dated September 8, 2015, the Coroner, Leon B. Brune, notified your Board of his resignation as the Inyo County Coroner after 34 years and 8 months in office. A copy of Mr. Brune's letter is attached. He encourages your Board to maintain the County's "Mortuary-Coroners Office" and, in a separate letter (also attached) requests and recommends that Deputy Coroner, Jason Molinar, be appointed to fill the remainder of his elected-term.

The options available to your Board for filling the unexpired term for the Office of Coroner are the same as those available to the Board of Supervisors in 2013 when Leslie Chapman resigned her position as Auditor-Controller, and Art Maillet resigned his position as District Attorney. A copy of the presentation outlining these options, which was made to the Board on April 16th associated with Ms. Chapman's resignation, is attached.

In considering how to fill the unexpired terms of Auditor-Controller on May 7, 2013, and District Attorney on August 6, 2013, the Board of Supervisors decided to 'recruit' for the position. Noting some urgency in filling the vacancies, the Board directed staff to conduct a locally-focused and streamlined recruitment process; one seeking letters of interest from qualified individuals, and lasting only a couple weeks. In the case of the unexpired term for the Coroners' Office, there is one Chief Deputy Coroner and Two Deputy Coroners under contract, so your Board could consider a more extensive recruitment effort.

Similar to the situation with the Auditor-Controller and District Attorney vacancies, your Board must make any appointment in open session, and is precluded from appointing someone as an Interim-Coroner (e.g., once your Board makes an appointment, the individual who is appointed will serve as the Coroner for the remainder of the current term which expires on January 8, 2019). And, as with the Auditor-Controller and District Attorney vacancies, until your Board makes an appointment, the Chief Deputy Coroner, by virtue of his position, will direct Office operations. See Government Code sections 24105 and 27530.

In considering appointments to the vacant Auditor-Controller and District Attorney offices, the Board found it advisable to still proceed with an agreed upon selection process, in open session. It is recommended your Board follow a similar process which includes:

i. Taking Public Comment on the Matter;
ii. Inviting aspirants to make a presentation to your Board and the public, no longer than five-minutes in length, in which they described the role and responsibilities of the Coroner as they understood them, and describing why they are best qualified for the Office;
iii. Considering questions that will be distributed just prior to the agenda item, and asking them of aspirants as deemed appropriate or necessary;
iv. Taking public comment a second time; and,
v. Considering making an appointment to the unexpired term for the Office of Coroner ending January 2019.

The Coroner by statute is a County Officer. Government Code § 24000(m) and §24009(a). The qualifications for the Office of Coroner, are that s/he be a registered voter of the County, Government Code section 24001, and be able to perform the duties of the Office as set out in Government Code sections 27460-27521, and as applicable Health and Safety Code sections 7050.5-7055, 7103-7104.1, 7108- 7109, 7113-7114, 102850, and 12870, and Penal Code sections 11174.3-11174.33 all in keeping with the Inyo County Code, specifically without limitation sections 2.34, 2.88.040 and 6.18.010.

ALTERNATIVES:

Your Board's alternatives with respect to filling the un-expired term for Coroner are the same that existed for filling the un-expired term for District Attorney and Auditor-Controller, as outlined in the presentation made on April 16, 2013, and attached here. However, with guidance from County Counsel, your Board could consider abolishing the Office of Coroner by ordinance and creating an appointed position of medical examiner, or consider making the Coroner function part of the Sheriff's Office, the Public Administrator's Office or the District Attorney's Office (Government Code §§ 24010, 24300).

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is sufficient funding in the approved County Budget to pay the Coroner's current base salary as established by your Board. The Elected Officials Salary Adjustment Policy provides for your Board to consider changing the base salary to take effect at the beginning of the next regular term (e.g., January 9, 2019). However, given the vacancy, and depending on how your Board chooses to fill the unexpired term, your Board could consider changing the base salary for the office while it is vacant and before prospective candidates submit their letters of interest in the Office, and remain consistent with County Policy.

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: V Date 09/10/15
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: 09-10-2015
(The Original plus 20 copies of this document are required)

Brune Mortuary
325 W. Elm Street
Bishop, CA 93514
Tel 760.937.8202
barkleybrune@gmail.com

September 8, 2015

Honorable Board of Supervisors
County of Inyo, Independence, CA 93526

Dear Board Members,

Due to a family illness that requires my 24/7 attention, I am submitting to you my resignation as Inyo County Coroner.

I have always considered it an honor and privilege to be your coroner. It has been a real pleasure to live in the Owens Valley and to enjoy our many trips to the Death Valley area for the past 48 years.

The Inyo County Coroner's office is a "Mortuary-Coroners" office, which make it very unique. There is only one other mortician-coroner office in the state of California; which draws full wages and benefits for services.

In Inyo County, the mortuary-coroner staff consist of: coroner and three deputy coroners. We provide coroner investigations 24/7, 365 days per year, for the entire county. We do not participate in PERS or the county health insurance program. Brune Mortuary provides the facilities and vehicles necessary to perform our duties. This includes office space and supplies, morgue facilities, and refrigeration and storage for up to twenty deaths in response to any disaster situation.

The basic responsibilities include: on scene investigations, identification notification of next of kin, assist with autopsies, completion of paperwork and the release of bodies to the next of kin for final disposition. We also provide *neutral death investigation* in questionable deaths where the county could be exposed to a lawsuit. In this type of death investigation, the body is taken to our contract forensic facility in Southern California for their assistance in determining the circumstance and manner and cause of death. Throughout the years this procedure has saved the county a handful of lawsuits.

The Coroner and staff have all drawn a minimal token salary for our services, which I am sure have saved the taxpayers a small fortune through my 34 years 8 months of service as the Inyo County Coroner.

I am therefore ***strongly*** encouraging the Board to maintain the mortuary-coroner's office for Inyo County. In doing this, you assure the County an efficiently run department with a low expense to taxpayers.

Respectfully Submitted,

Leon B. Brune

Leon B. Brune
Inyo County Coroner

Leon Brune
Tel 760.937.8202
barkleybrune@gmail.com

September 8, 2015

Honorable Board of Supervisors
County of Inyo, Independence, CA 93526

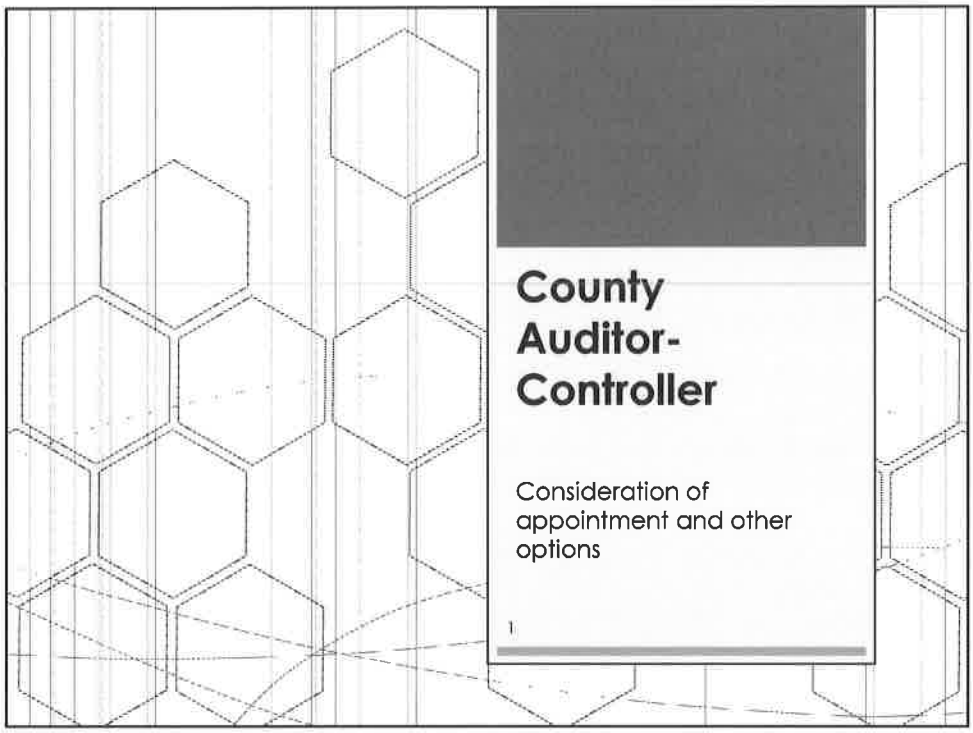
Dear Board Members:

It is requested and recommended that Deputy Coroner, Jason Molinar, be appointed as the Inyo County Coroner to complete the rest of my elected term of office. Your appointment will assure the continuation of an efficient and cost effective office in the future.

Thank you for your consideration regarding this request.

Sincerely,

Leon B. Brune
Inyo County Coroner


County
Auditor-
Controller
Consideration of
appointment and other
options
1

2
Status
March 19, 2013: Auditor-Controller notified Board that she was in contract negotiations with Mono County for its Director of Finance job.
Resignation pending . . .
Mono Board acting on contract today?
Anticipated effective date of resignation: Wednesday, April 24, 2013.

What now?

- Assistant Auditor-Controller becomes Acting Auditor-Controller by virtue of position
- Assistant remains Acting Auditor until Board of Supervisors appoints an individual to complete the current Auditor's term, or until next regularly scheduled election of County officers (June, 3, 2014)

Options to Consider

Do nothing?

- Government Code Section 25304: *"The Board of Supervisors shall fill by appointment all vacancies that occur in any office filled by the appointment of the board and elective county officers ..."*
- Taxpyer Writs requiring Boards to make appointments.

Decline to appoint (like Ventura)?

- Assistant Auditor Controller would remain Acting Auditor-Controller until first Monday in January after next election
- Will need to consider filling vacant Management Analyst position
- Future budgets might not sustain all three positions if someone other than Assistant elected to office

Options to Consider

Make appointment

- To fulfill remainder unexpired term; until January 2015
- Appointment must be made in Open Session
  - If Board chooses to interview prospective appointees, interviews must be conducted in public, too.
- Irrevocable
- If Assistant appointed, will need to backfill position

Fill a Finance Director position instead?

- Must be created by Ordinance of Board of Supervisors
- Ordinance must be submitted to, and approved by a vote of the people (Nov. 2013)
  - Elective or Appointed
  - Effective on expiration of elected terms
- **Not a short-term option**

Other options?

Special Election?

- Does not appear to be allowed.

Can Board adjust Auditor's salary?

- Cannot change salary (reduce, or alter terms of compensation)after person has filed to run for office.
- Can change the amount or terms of compensation when vacant or before filing period

7

Appointment Options

- Appoint
  - Simply discuss candidates; make public appointment
- Recruit
  - Seek applications or letters of interest
  - Publicly interview applicants, or top applicants
  - Make appointment in Open Session

- County Requirements: A baccalaureate degree with major in accounting or its equivalent
- State Requirements (not adopted by County)
  - CPA; or,
  - B.A. in Accounting with 3-years senior fiscal management position (county, city, non-profit, firm); or,
  - Certified Professional Internal Auditor; or,
  - 3-years as County Auditor's Chief Deputy or Chief Assistant

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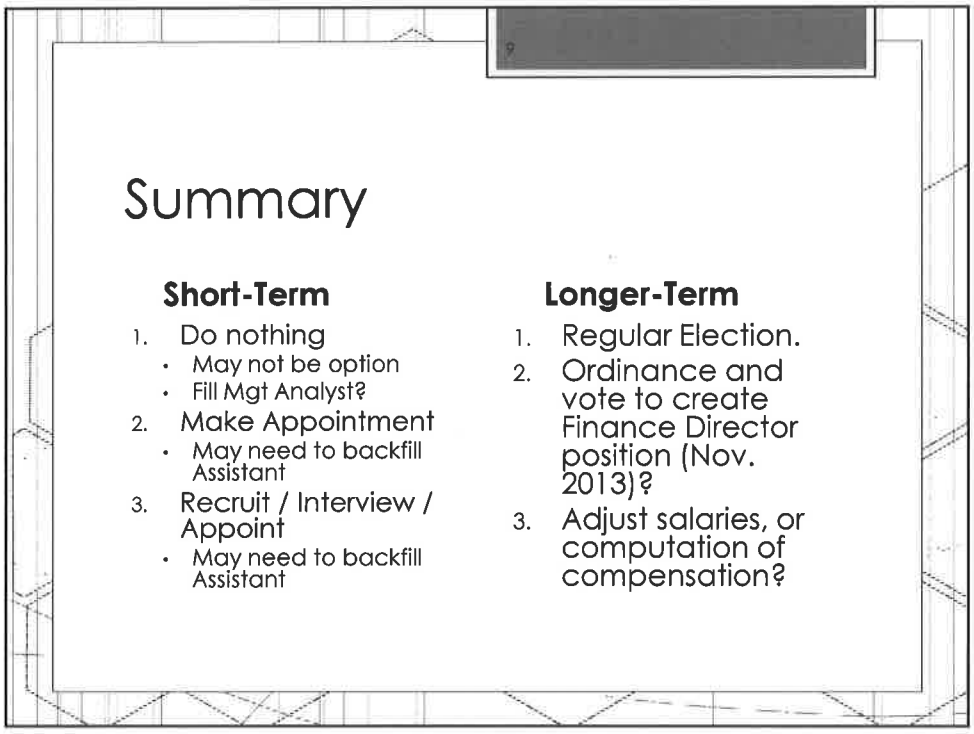
Next Election: June 3, 2014

Candidate Filing	
Signatures-In-Lieu of Filing Fee Period	Dec 27, 2013-Feb 20, 2014
Declaration of Candidacy Period	Feb 10-Mar 7, 2014
Nomination Paper Period	Feb 10-Mar 7, 2014
Declaration of Candidacy Extension Period if Incumbent Does Not File	Mar 8-Mar 12, 2014
Primary Election Day	June 3, 2014
General Election Day if no candidate received 50%+1 in the Primary	November 4, 2014
Swearing in Date	January 5, 2015


9
Summary
Short-Term
1. Do nothing
• May not be option
• Fill Mgt Analyst?
2. Make Appointment
• May need to backfill Assistant
3. Recruit / Interview / Appoint
• May need to backfill Assistant
Longer-Term
1. Regular Election.
2. Ordinance and vote to create Finance Director position (Nov. 2013)?
3. Adjust salaries, or computation of compensation?

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
36

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☒ Scheduled Time for 1:30 p.m. ☐ Closed Session ☐ Informational

FROM: County Administrative Officer/County Counsel/Planning Department

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Tribal Consultation Policy Workshop

DEPARTMENTAL RECOMMENDATION: Conduct a workshop regarding the Draft Tribal Consultation Policy.

SUMMARY DISCUSSION: Intergovernmental consultation between the County and recognized local tribes is governed by Senate Bill (SB) 18 (Burton, 2004) and Assembly Bill (AB) 52 (Gatto, 2014) and codified with respect to General Plans in Government Code Section 65562.5 and 65352.3 et seq., Specific Plans in Government Code in Section 65453, and the California Environmental Quality Act (CEQA) in Public Resources Code Section 21080.3.1 et seq. Additionally, Inyo County Code Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features. The County has been consulting with local Tribes for many years pursuant to SB18 and, since July 1, 2015, has consulted with local tribes pursuant to AB52.

Background

SB18 requires that the County consult with local Tribes when adopting or amending its General Plan and/or Specific Plans. The process is as follows: (1) the County requests a contact list from the Native American Heritage Commission, (2) the County sends consultation requests to those contacts provided in response at least 90 days prior to any action, and (3) the County consults with any tribes that may request consultation within 30 days. Consultation is defined as follows:

> ...the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance.

AB52 is new legislation that incorporates consultation into the CEQA process. The procedure is that the County must notify local tribes and request consultation for Environmental Impact Reports and (Mitigated) Negative Declarations within geographic areas that may be identified by local tribes. Within 14 days of determining a project complete or deciding to undertake a project,

the lead agency shall notify tribes that have requested to be notified of projects within a geographic area that includes the project, and the tribes have 30 days to request consultation. The definition of consultation is the same as for SB18.

Draft Policy

Partly through its efforts to consult with local tribes pursuant to SB18, County staff has been working to develop a Policy to guide consultation and other intergovernmental discussions with local tribes. Through an iterative process, a draft Policy has been crafted (attached) that includes the following:

1. Purpose
2. Defining consultation
3. Notification
4. Designates members of the Board of Supervisors and Tribal Council to consult
5. Procedures (including number, duration, location, and timing of meetings, participants, agendas, and note-taking)
6. Responsibilities
7. Protecting cultural resources
8. Confidentiality
9. Information exchange
10. Conferring regarding additional topics not required by SB18 and/or AB52

By design, and in an effort to further Tribal/County relations, the proposed policy has been drafted to exceed the requirements SB 18 and AB 52.

Next Steps

In conducting today's workshop, staff is seeking input from your Board, Tribes, and the general public. Prior to considering approval of the Policy as it may be revised, your Board may want to direct staff to provide public notice of its intent to consider the proposed Policy well in advance of the Board of Supervisors meeting at which the Policy will be agendized.

Also, if your Board ultimately adopts a policy, and if the Tribes please, the County and Tribes could use the policy as the basis for developing Tribe-specific Memorandums of Understanding (MOU) – or other similar instruments – regarding consultation, which would be presented to the Board for consideration. In the absence of such MOUs, the Policy (if adopted) would guide the County's consultation with the Tribes in compliance with, and exceeding current State law.

ALTERNATIVES: The Board could recommend modifications to the proposed Policy or direct staff to cease working on the effort.

OTHER AGENCY INVOLVEMENT: Tribal governments and other agencies working with the County and local tribes.

FINANCING: General fund resources are being utilized to develop the Policy. Staff believes that implementation may result in reduced costs to the County and/or applicants relative to the status quo.

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
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.)

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

Date: 09-09-2015

Date: 9/9/15

Attachment: Draft Policy

COUNTY OF INYO

POLICY & PROTOCOL FOR TRIBAL CONSULTATION

BACKGROUND

INYO COUNTY (County) is required by State law to engage in intergovernmental consultation with sovereign California Native American Indian Tribes with tribal members and /or lands located in the jurisdiction of the County (Local Tribes). Intergovernmental consultation is governed by SB 18 (Burton, 2004) and AB 52 (Gatto, 2014) and specifically codified with respect to General Plans [Government Code section 65300, et. seq.], Specific Plans [Government Code section 65453], potential impacts on tribal cultural resources as a consequence of a CEQA project [Public Resources Code section 21074], and designation of land as open spaces containing traditional tribal cultural places. Additionally, Inyo County Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features.

I. PURPOSE

In adopting this policy, the Inyo County Board of Supervisors desires to establish a consistent and efficient protocol for how the County will conduct intergovernmental consultation under existing State and local laws.

In addition, the Inyo County Board of Supervisors desires to establish parameters for creating a framework for creating memorandums of understanding (MOU) or other instruments for consulting on matters that, although not legally required by SB 18 and AB 52, may be of concern to a Local Tribes and/or the County. Such an MOU framework can be used to cover a wide range of topics including, but not limited to biology, environment, aesthetics, public safety, and socioeconomics issues.

The County is committed to open, candid, respectful, constructive, timely and effective communication required by State laws governing consultation, and necessary to foster understanding of issues and positive relations between elected leaders of the County and Local Tribes, as well as providing a framework for discussing mutually agreed upon Topics not subject to state laws governing consultation.

II. CONSULTATION PROCESS

i. **Consultation Defined.** The County adheres to the definition of "consultation" found in SB 18 and Government Code section 65352.4 and Public Resources Code section 21080.3.1:

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"Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance"

ii. **Possible Actions Subject to Consultation.** The County will engage in intergovernmental consultation, as required by law, whenever it plans to amend the County's General Plan, and Specific Plans, and prior to the release of any Negative Declarations or Environmental Impact Reports (EIRs) for which the County is the Lead Agency under the California Environmental Quality Act ("CEQA").

iii. **Notices.** The County will initiate consultation by notifying each Local Tribe of the opportunity to consult on these potential actions by sending written Notice to the tribal representative [job title and address] provided by each Local Tribe to the County Planning Director. If a Local Tribe has not notified the County of the position and address to which consultation notices should be sent, the County will send the Notice to the attention of the Tribal Secretary at the street address where the Tribal administrative offices are located.

Local Tribes are asked keep the County provided with up-to-date contact information consisting of names, mailing addresses, telephone numbers, and electronic mail addresses for the position or positions to which consultation notices should be sent. In communicating with the County regarding consultation, the Local Tribe should send all correspondence to:

Planning Director
County of Inyo
P.O. Drawer L
Independence, California 93526

The Planning Director is responsible for transmitting all communications received from a Local Tribe regarding consultation to the Board of Supervisors, the County Administrator, and County Counsel.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs **initiated by the County, in the absence of an application from a third party**, the County will provide each Local Tribe with Notice of the opportunity to consult on matters

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affecting the Tribe. The law requires a minimum notice period, however, the County has determined that additional time may provide more meaningful consultation opportunities between a Local Tribe and the County representatives. The County will designate in its discretion based on the facts, the following time periods, which meet or exceed state minimum requirements or a longer period:

a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,

b. Within fourteen (14) days of a decision by the County to proceed with CEQA compliance to undertake a project on its own as required by AB52; or,

c. 120 days prior to the County's consideration of final action on a County project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs **based on an application from a third party**, the County will provide each Local Tribe with Notice upon deeming the application complete. Such notification will not be less than:

a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,

b. Within fourteen (14) days of determining that an application for a project is complete as required by AB52; or,

c. 120 days prior to the County's consideration of final action on a project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

Upon receiving Notice from the County, any Local Tribe that desires to proceed with consultation needs to provide written Notice to the County within the 30-day timeframe set by law and identified in the Notice.

iv. **Consultation.** Once a Local Tribe notifies the County of its desire to proceed with consultation on a specific potential action for which the County has provided Notice, the County and the Local Tribe will consult on or otherwise discuss the matter in face-to-

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face meetings at a mutually agreeable time and location to the extent possible. To accomplish this, the County Policy is:

a. **Number of Meetings.** Consultation with a Local Tribe on a specific potential action for which the County has provided Notice, and for which the Tribe has provided written timely Notice to the County that it desires to proceed with consultation, will consist of up to three (3) meetings unless both the County and the Local Tribe agree in writing that consultation has been completed in a fewer number of meetings, or that additional meetings are desirable and practicable.

b. **Duration of Meetings.** Consultation meetings will conclude within 45-days of the County receiving Notice of a Local Tribe's desire to engage in consultation, unless a longer term is agreed to in writing.

c. **Timing of Meetings.** Recognizing that scheduling meetings can be difficult and the need to conclude the consultation process within a reasonable timeframe, at the time the County annually designates its Consultation Committee representatives (see below) for each Local Tribe, it shall also establish the days of the week the County's Consultation Committee representatives for each Tribe shall meet; specifying whether the meeting will be held in the morning, afternoon, or evening. This pre-established schedule is intended to ensure County officials are available to participate in and conclude the consultation process, but does not preclude establishing other meeting times and days that are mutually convenient for all Consultation Committee members from the Local Tribe and the County. The County's representatives will endeavor to make themselves available to meet at reasonable times requested by the elected representatives of the Local Tribe.

d. **Location.** Except in special circumstances, unless otherwise requested and agreed to by the County and the Local Tribe, the meetings will be held at Tribal offices. The Local Tribe is responsible for determining if the meeting is open to the public and how, or if it is noticed. Anytime a meeting is held at a location other than an office of the Local Tribe, the meeting shall be a public meeting and noticed with an agenda posted, in accordance with the Brown Act.

e. **Participants.** The County's Preference is that consultation meetings occur between elected officials. To accomplish this, each year the Board of Supervisors will designate two (2) of its members to serve as the Consultation Committee representatives assigned to each Local Tribe. Each Local Tribe is asked to appoint two members of its Tribal Council to serve as its representatives to the consultation meetings.

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If a Local Tribe does not identify two elected representatives to participate in consultation meetings with the County, or the Tribe's identified elected officials are unavailable to meet, the consultation meetings can occur between staff designated by the County and staff designated by the Local Tribe. The three (3) consultation meetings may be accomplished through a combination of elected-to-elected official meetings and/or staff-to-staff meetings.

When Consultation Committee representatives from the County and Local Tribe meet, the representatives may be supported by staff from both the County and the Tribe, and staff may meet and work together as desirable or necessary outside of the Consultation Committee to facilitate Consultation Committee meetings.

f. **Staff Participation.** Tribal and County staff, identified by their respective Consultation Committee members, may attend Consultation Committee meetings. However, the staff present at the meetings is expected to be mindful of the Decision Maker to Decision Maker nature of the meetings, and limit their participation to listening, answering questions, and supporting their respective elected officials, including convening follow-up meetings between Tribal and County staff between Consultation Committee meetings.

g. **Agenda & Note Taking.** County staff will be responsible for preparing consultation meeting agendas, and taking notes.

When the Tribe provides Notice to the County of its desire to consult on a potential action for which the County has provided Notice, the Tribe is asked to identify the specific issues relative to the action that it wishes to discuss consistent with this policy. Providing the issues on which the Tribe wishes to consult are consistent with the provisions of state law and this policy for consultation, the County will include the issues on the meeting agenda. If there is disagreement over what issues are subject to consultation and should be included on the meeting agenda, they will be noted as such and discussed by the representatives of the County and the Tribe at the meeting.

The meeting notes shall be reviewed and approved by the Consultation Committee prior to the meeting adjourning and, at a minimum, agreement is expected to be made upon Action Items taken by the County's and Tribe's Consultation Committee representatives, or their staff designees, prior to the next meeting. A copy of the notes will be transmitted to the Tribe within five (5) business days of the meeting. If agreement cannot be reached regarding the notes or the Action Items, the disagreement shall be noted.

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h. **Cultural Resources.** The County will seek to consult and work cooperatively with the Local Tribe to protect, preserve, enhance, mitigate, and manage archaeological sites, traditional cultural properties, and traditional cultural resources, identified within the jurisdiction of the County. To the extent feasible, reasonable, and allowed by law, the County will work with the Tribe to facilitate enabling the Tribe to access and steward its traditional tribal cultural resources.

i. **Confidentiality.** The County recognizes and supports the Tribe's need to maintain confidentiality to protect archaeological sites, traditional cultural properties, and traditional cultural resources to the extent allowed by law, including but not limited to, exemption from public disclosure as set forth in SB 18 and California Government Code section 65352.4.

j. **Exchange of Information.** Information will be freely shared between both the County and the Local Tribe except when constrained by factors such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. Any confidential information exchanged by the Tribe will not be released by the County unless authorized by the Tribe in writing, subject to the County's right to describe generally the information in an environmental document so as to inform the general public of the basis of the County's decision. This provision regarding confidentiality does not apply to information already publicly known or in the lawful possession of a project applicant or its agents or otherwise lawfully obtained from a third party before the provision of the information by the Tribe.

    1. To the extent practicable, the County's and Local Tribe's Consultation Committee representative will be responsible for facilitating the information exchange. The representatives will be responsible to disseminate the information amongst staff and consultants. Copies of the data are to be made and distributed only to those staff and consultants directly involved with the topics being discussed, unless otherwise agreed to in writing by the County and the Tribe. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the specific project being considered.

    2. Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. Information provided by either the County or the Tribe shall be accompanied by a summary of the

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information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided.

3. The County and the Tribe will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of an MOU prior to a determination by the applicable party of the releasability. Neither party will disclose documents exchanged or developed as a part of an MOU without providing notice to the other party. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Both parties agree to impose the requirement of this Section upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.

k. **Resources.** The County will work with the Tribe to mutually provide the resources necessary for investigation, evaluation, monitoring, mitigation and ongoing protection of traditional cultural properties and tribal cultural resources, as well as for the potential disposition of artifacts as is feasible.

The County's Planning Director or his designee will be available to provide appropriate requested technical information to the degree possible to the Tribe.

III. CONSULTING ON ADDITIONAL TOPICS

It is the County's desire and intent to provide a framework to go beyond the minimum requirements of the law and engage in earnest dialogue on issues that have impacts on our communities. In doing so, the Board of Supervisors hopes that leaders of both the Local Tribe and the County can address issues of genuine concern to their constituents, agencies, and respective governing bodies – not just those prescribed by law.

To accomplish this, the County will endeavor to develop and execute an MOU with each Local Tribe as a means of developing an agreed process for engaging in intergovernmental consultation on tribal concerns regarding a wide range of topics extending beyond those topics subject to consultation as required by State Law. Such additional topics may include, but are not limited to, considering each other's views on economic, environmental, cultural, social and technological factors.

Any MOU developed between the County and a Local Tribe shall:

1. Be consistent with and not contradict the County's Policy & Protocol for Tribal Consultation; and,

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2. Identify the specific Topics the County and Tribe mutually agree to discuss which are not already subject to state laws governing consultation, as described above. In addition to identifying the additional Topics the County and the Tribe wish to consult upon, the MOU will also describe the timing of any Notices to be provided by or to the County and the Tribe on specific Topics, and the timing of the commencement of consultation following Notice; and,

3. Identify the geographic areas traditionally and culturally affiliated with the Local Tribe in which the additional Topics that the County and Tribe wish to consult about (in addition to those matters subject to state laws governing consultation) are applicable.

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