

# 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.

**April 3, 2012**

**9:00 a.m. INVOCATION** by Supervisor Richard Cervantes

### **PLEDGE OF ALLEGIANCE**

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

1. **PUBLIC COMMENT**
2. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
3. **WILD IRIS** – Request Board approve proclamations declaring the month of April as Child Abuse Prevention Month and Sexual Assault Awareness Month in Inyo County.

**CONSENT AGENDA** (Approval recommended by the County Administrator)

### **COUNTY ADMINISTRATOR**

4. **Emergency Services** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.
5. **Information Services** – Request authorization to purchase 400 Microsoft Windows 7 Professional software upgrade licenses from CDW-G under CMAS contract SLP-11-70-00250 and the Microsoft Select License for Government #9095748 in an amount not to exceed \$48,380.
6. **Motor Pool** – Request Board A) declare vehicles and equipment recommended by staff as surplus; B) authorize Motor Pool to offer the vehicles and equipment for sale utilizing the sealed bid process; and C) authorize Motor Pool to utilize General Auction Company located in Buena Park for the removal and sale of any remaining County owned surplus vehicles and equipment; and D) authorize the County Administrator or his designee to sign the consignment agreement for the sale of the vehicles and equipment through the auction process.

### **PROBATION**

7. Request approval of Amendment No. 1 to the Contract between the County of Inyo and the Inyo County Superintendent of Schools for Extended Day Program to increase the Contract by \$6,316 to a total Contract amount not to exceed \$16,273.60, contingent upon receiving Juvenile Justice Crime Prevention Act funding from the State; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

8. Request approval of Amendment No. 3 to the Contract between the County of Inyo and Healthy Communities of Southern Inyo County for Delinquency Prevention Program to increase the Contract by \$9,474 to a total Contract amount not to exceed \$24,410.40, contingent upon receiving Juvenile Justice Crime Prevention Act funding from the State; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

#### **PUBLIC WORKS**

9. Request Board ratify and authorize the purchase of janitorial supplies from Mission Janitorial & Abrasive Supplies in an amount not to exceed \$20,000 for the remainder of FY 2011-12 or until a contract for the supplies is awarded, whichever comes first.
10. Request Board approve the specifications for the Inyo County Energy Efficiency Project; and authorize the interim Public Works Director to advertise for bids for the project; award and sign the Contract for the project if the bids are within the project budget, contingent upon the appropriate County signatures being obtained; and 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.
11. Request Board approve and adopt the plans and special provisions for the Nine Mile Canyon Road Guardrail Installation Project and authorize the Interim Public Works Director to advertise for bids for the project, contingent upon receipt of the State's authorization to proceed with construction.
12. Request Board approve the plans and specifications for the Sabrina Road Bridge Replacement Project and authorize the Interim Public Works Director to advertise for bids for the project, contingent upon receipt of the State's authorization to proceed with construction.

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

13. **CLERK-RECORDER** - Request Board A) declare SouthTech Systems as a sole source provider for a pilot program to electronically manage the business process associated with the Fair Political Practices Commission (FPPC) mandated filing of Conflict of Interest Form 700; B) approve the Contract between the County of Inyo and SouthTech Systems for DisclosureDocs, the 2-year pilot program software subscription, in an amount not to exceed \$6,000 (\$3,000 to be paid in FY 2011-12 and \$3,000 to be paid in FY 2012-13), and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained; and C) amend the Elections Budget Unit #011000 by reducing appropriations Elections Expense (*Object Code #5316*) by \$3,000 and increasing appropriations in General Operating Expense (*Object Code #5311*) by \$3,000. (4/5's vote required.)
14. **PROBATION** – Request Board A) approve a resolution authorizing and designating the Sheriff and Chief Probation Officer as joint correctional co-administrators of alternative sentencing programs; prescribing that reasonable rules and regulations and administrative policies for the operation of these alternative sentencing programs is reviewed on an annual basis; and approving the implementation of both voluntary and mandatory alternative sentencing programs under Penal Code 1203.016 and 1203.017; and B) authorize the Electronic Monitoring Program Fees for the usage of an electronic monitoring device.
15. **ROAD DEPARTMENT** – Request Board A) approve the recommended changes to Prop 1B Project List and authorize the Public Works Department to submit the amended Project list to the State of California Department of Finance; and B) authorize the Interim Public Works Director to modify the approved individual project expenses, as necessary and subject to 1B funding availability.
16. **CLERK OF THE BOARD** – Request approval of the minutes of the March 20, 2012 Board of Supervisors Meeting.

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

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

#### **CORRESPONDENCE - ACTION**

## **BOARD MEMBERS AND STAFF REPORTS**

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

### **17. PUBLIC COMMENT**

## **CLOSED SESSION**

18. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriffs Association (DSA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.
19. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistants Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion.
20. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.
21. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director of Child Support Services Susanne Rizo, Chief Probation Officer Jeff Thomson.
22. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** – Instructions to Negotiators re: wages, salaries and benefits – Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) – Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.
23. **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: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

## **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**

## **CORRESPONDENCE - INFORMATIONAL**

24. **AUDITOR-CONTROLLER** – Notice that in accordance with Section 26905 and 26921 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on March 27, 2012 and that the count showed the funds to be in balance, pending written verification of inactive accounts.
25. **PROPOSITION 65 REPORT** – Report of a petroleum spill on the dirt road behind the Bishop Airport.

TO: Inyo County Board of Supervisors, Pat Gunsolley  
FROM: Misti Clark-Holt  
DATE: 3/13/2012  
RE: Child Abuse Prevention Month & Sexual Assault Awareness Months

Pat Gunsolley:

Once again, we want to thank the Board Members for their continued support in declaring April as Child Abuse Prevention Month and Sexual Assault Awareness Month. Wild Iris will be recognizing these awareness months by executing different outreach campaigns throughout Inyo and Mono Counties. Wild Iris would like to request the attached proclamations be adopted by the Board.

If you have availability at your April 3, 2012 meeting, we would appreciate these proclamations be added to the agenda. I would also like to confirm that the meetings start at 9:00 am. Is 9:00 am the correct time? Please respond to this email or call the Bishop Office to confirm if this request has been accepted at 760.873.6601.

Thank You,

Misti Clark-Holt  
Domestic Violence Program Coordinator

**PROCLAMATION  
OF THE BOARD OF SUPERVISORS  
COUNTY OF INYO, STATE OF CALIFORNIA  
RECOGNIZING THE MONTH OF APRIL 2012  
SEXUAL ASSAULT AWARENESS MONTH**

**WHEREAS**, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for every community member of Inyo County; and

**WHEREAS**, Rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that one in six women and one in thirty-three men will have experienced sexual assault in their lifetime; and

**WHEREAS**, We must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

**WHEREAS**, Staff and volunteers of anti-violence programs at Wild Iris encourage every person to speak out when witnessing acts of violence however small; and

**WHEREAS**, With leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual violence in Inyo County through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

**WHEREAS**, Wild Iris strongly supports the efforts of national, state, and local partners, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence.

**NOW THEREFORE, BE IT PROCLAIMED** this 3<sup>rd</sup> day of April 2012 that the Inyo County Board of Supervisors designate the month of April, 2012 as Sexual Assault Awareness Month and calls upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in efforts to support victims and families, thereby preventing sexual assault and strengthening the communities in which we live.

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*Chairperson, Inyo County Board of Supervisors*

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

by: \_\_\_\_\_  
*Patricia Gunsolley, Assistant*

**PROCLAMATION  
OF THE BOARD OF SUPERVISORS  
COUNTY OF INYO, STATE OF CALIFORNIA  
RECOGNIZING THE MONTH OF APRIL 2012  
AS CHILD ABUSE PREVENTION MONTH**

**WHEREAS**, the public cares deeply about child abuse, and a majority report that child abuse is a very important moral issue to them; and

**WHEREAS**, preventing child abuse and neglect is a community issue that depends on involvement among people throughout Inyo County; and

**WHEREAS**, child abuse and neglect not only directly harm children, but also increases the likelihood of long-term physical and mental health problems, alcohol and substance abuse, continued family violence and criminal behavior; and

**WHEREAS**, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

**WHEREAS**, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

**WHEREAS**, child abuse and neglect can be reduced in Inyo County by making sure each family has the support they need in raising their children in a safe, nurturing environment; and

**WHEREAS**, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and

**WHEREAS**, Wild Iris has set an important example of how forging collaborative relationships between service agencies and organizations serves to improve the quality of service for those profoundly and directly affected by child abuse, thus providing a model for how the rest of the community might work together to speak out and find solutions to end child abuse; and

**WHEREAS**, Wild Iris requests public support and assistance as it continues its efforts to bring real hope for ending child abuse in Inyo County and creating a future where all children can live free from child abuse.

**NOW THEREFORE, BE IT PROCLAIMED** this 3<sup>rd</sup> day of April 2012 that the Inyo County Board of Supervisors, designates the month of April 2012, as Child Abuse Prevention Month in Inyo County and calls upon all citizens, community agencies, faith groups, medical facilities and businesses to increase their participation in efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

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*Chairperson, Inyo County Board of Supervisors*

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

by: \_\_\_\_\_  
*Patricia Gunsolley, Assistant*



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 4

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** April 3, 2012

**SUBJECT:** Continuation of declaration of local emergency

**DEPARTMENTAL RECOMMENDATION:** - Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

**SUMMARY DISCUSSION:** - During your August 5, 2008 Board of Supervisors meeting your Board took action to continue the local emergency, which was a result of the Inyo Complex Oak Creek Mud Flows. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a week-to-week basis. The recommendation is that the emergency be continued until the permanent diversions are in place. LADWP has notified your Board that the completion of the project is expected for sometime this fall. Therefore, it is recommended that your Board continue the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

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

**DEPARTMENT HEAD SIGNATURE:**

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

Date: \_\_\_\_\_



**AGENDA REQUEST FORM  
BOARD OF SUPERVISORS  
COUNTY OF INYO**

For Clerk's Use Only: AGENDA NUMBER  5
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- Consent    Departmental    Correspondence Action    Public Hearing  
 Scheduled Time for    Closed Session    Informational

**FROM:** County Administrator – Information Services

**FOR THE BOARD MEETING OF:** April 3, 2012

**SUBJECT:** Upgrade of Microsoft Windows Operating System

**DEPARTMENTAL RECOMMENDATION:**

Request your Board authorize the purchase of 400 Microsoft Windows 7 Professional software upgrade licenses from CDW-G under CMAS contract SLP-11-70-00250 and the Microsoft Select License for Government #9095748 in an amount not to exceed 48,380.

**SUMMARY DISCUSSION:**

In 2005, software and hardware standards were adopted as part of the Inyo County Network Project. At that time, because the County already owned a significant number of Microsoft Windows XP Professional licenses, Microsoft Windows XP Professional became the County standard. Since the release of Windows XP in late 2001, Microsoft has released Windows Vista and Windows 7. Because Windows Vista was evaluated as unstable and somewhat user unfriendly and in an effort to reduce costs, Information Services recommended no Microsoft Operating System upgrades to Windows Vista.

Windows 7, released in late 2009, is considered stable. As new computer hardware is acquired Information Services is finding it difficult and time-consuming to ensure compatibility between the software required for the hardware (drivers) and Windows XP. As a result, Information Services recommended a countywide upgrade to Microsoft Windows 7 as part of the Information Services budget for fiscal year 2011/2012 and funding for the upgrade was approved in the Information Services FY2011/21 budget. This is a formal request for approval to purchase the recommended licensing upgrade.

**ALTERNATIVES:**

Your Board could choose not to approve the upgrade, in which case Information Services would attempt to continue to support Microsoft Windows XP and attempt to resolve compatibility issues as they arise. This alternative is not recommended due to staff time costs related to researching and resolving the issues and because Information Services lacks the resources to commit to timely resolution of such issues, potentially negatively impacting departmental productivity.

**OTHER AGENCY INVOLVEMENT:**

All County departments presently use Microsoft Windows XP and would be upgraded to Windows 7 Pro.

**FINANCING:**

The cost of Microsoft Windows 7 upgrade was requested and is included in the approved FY 2011/12 Information Services budget [011801-5177].

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>Riddle</i> Approved: <u>      -      </u> Date <u>3/22/12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>Walter Long</i> Approved: <u>yes</u> Date <u>3/28/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*[Handwritten Signature]*

Date: 3/28/12



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

6

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

**FROM:** Motor Pool

**FOR THE BOARD MEETING OF:** April 3, 2012

**SUBJECT:** Disposal of Surplus Motor Pool Vehicles and County Equipment

**DEPARTMENTAL RECOMMENDATION:**

Request that your Board, A) declare the vehicles and equipment recommended by Staff, and identified as Exhibit A, as surplus, B) authorize Motor Pool to offer the vehicles and equipment for sale utilizing the Sealed Bid process, and C) authorize the Motor Pool to utilize General Auction Company located in Buena Park, California, for the removal and sale of any remaining County owned surplus vehicles and equipment, D) authorize the Deputy County Administrator to execute the consignment agreement for the sale of the vehicles and equipment through the auction process.

**SUMMARY DISCUSSION:**

Motor Pool has researched various avenues for the purpose of selling surplus County vehicles and equipment. We have found that the most widely used method by many cities and counties is to hire a private auction company. Inyo County has also used this method for the purpose of selling surplus vehicles for several years.

There are a number of advantages to having an auction company sell the County's surplus vehicles and equipment. Typically, the auction company will maximize the cost recovery of the vehicles and equipment allowing the County to realize more proceeds from an auction than we would have otherwise received through the sealed bid process.

However, due to several requests from local residents to purchase the surplus vehicles and equipment Motor Pool will utilize the sealed bid process in an effort to allow local residents the opportunity to bid on the surplus vehicles. Motor Pool has used this process in the past and is very familiar with the procedures. The surplus vehicles and equipment will be sold in "as is" condition with no guarantee or warranty whatsoever and the winning bidder will be responsible for obtaining a compliance certificate (smog).

Any remaining vehicles or equipment not sold through the local sealed bid process will be sold through the auction process as discussed above, as the auction process will maximize the County cost recovery.

The auction company will transport all of the remaining surplus vehicles to Southern California, detail, and smog each vehicle. The auction company will provide auction notification and pictures of the vehicles and equipment on their web site for viewing.

Motor Pool sought quotes from three (3) auction companies and General Auction Company located in Buena Park submitted the most favorable quote with the lowest commissions and fees. General Auction Company will retain 5% of the sale of all vehicles and equipment and 15% for miscellaneous items (anything without a title) as its commission fee. A transportation fee of \$100.00 per vehicle and \$300.00 fee will be charged for any lowbed loads.

The County will receive a full accounting of the final auction results proceeds within 15 days of the auction.

**ALTERNATIVES:**

The inventory of unused and out of service County vehicles must be cleared. The auction process utilized to sell the vehicles will result in the County realizing the maximum dollar amount for the surplus equipment. The sealed bid process has been used in the past and proves to be very time consuming and yields substantially less in the cost recovery of the surplus vehicles. However, in an effort to offer the surplus vehicles to local residents, the sealed bid process will be utilized prior to the auction process.

**OTHER AGENCY INVOLVEMENT:**

County Counsel, Motor Pool, Auditor

**FINANCING:**

The proceeds received as a result of the auction sale will dictate the amount of the commission to be paid to General Auction Company as well as the amount of funds to be received by the County. The funds received will be distributed to the appropriate budgets.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date <u>3-19-12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>Yes</u> Date <u>3/21/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

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



Date: 3-22-12



## Exhibit A

	VEH #	DESCRIPTION	VIN	LICENSE	LOCATION
<b>Motor Pool Vehicles</b>					
1	3616	1998 Ford Escort	3FAFP15P1WR250766	1012707	Landfill
2	6112	1985 Chevrolet 2500	2GCGK24M671120545	107011	Landfill
3	6308	1987 Toyota Pickup	JT4RN63R2H0120996	E005771	Landfill
4	6448	1991 GMC Truck	1GTDC14H1MZ524922	E342569	Landfill
5	6749	1993 GMC Jimmy	1GKDT13W2P2528608	4R26454	Landfill
6	6750	1994 Dodge Van	2B7KB31Z1RK551826	370767	Landfill
7	6778	1993 Ford Ranger	1FTCR11X4PPB57830	297663	Landfill
8	6991	1994 Jeep Cherokee	1J4FJ28S4RL244166	376776	Landfill
9	7192	1995 Jeep Cherokee	1J4FJ68S5SL653998	1090304	Landfill
10	7468	1997 Ford Taurus	1FALP52U4VG222681	1046388	Landfill
11	7660	1999 Ford Taurus Wagn	1FAFP58U5XG157704	1012722	Landfill
12	7667	1999 Ford Crown Vic	2FAFP71W2XX153899	1012741	Landfill
13	8039	2000 Ford Crown Vic	2FAFP71WXYX213459	1072701	Landfill
14	8044	2000 Ford Crown Vic	2FAFP71W7YX213452	1328239	Landfill
15	8179	2001 Ford Crown Vic	2FAFP71W71X181284	1082078	Landfill
16	8312	2003 Ford Crown Vic	2FAHP71W63X211421	1170250	Landfill
17	8398	2005 Ford Crown Vic	2FAFP71W15X178435	1195967	Landfill
18	8465	2007 Ford F250	1FTSX20547EA60212	1196027	Landfill
<b>Public Works</b>					
1		International Plow Truck		E264576	Airport
2		1985 Dodge Pickup	1B75W3416F5701425	E297681	Airport
3		1988 Crash Truck	11619	E266529	Airport
4		1957 Dodge Fire Truck		SER122	Airport
5		Int'l Vacuum Sweeper	D0532FHA21108	SE37065	Airport
6		Vanguard Street Sweeper	1F9VM3L11FP041126	E348903	Airport
<b>Solid Waste</b>					
1	6058	1989 Dodge Truck	1BHM06Y3KS172096	267651	Landfill
2	6941	1994 Ford F250	1FTHF25H8RLB26548	E297686	Landfill
3		Camper Shell	Snug Top 7'3"	White	Landfill



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>
7

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

**FROM:** Probation Department

**FOR THE BOARD MEETING OF:** April 3, 2012

**SUBJECT:** Request to approve Amendment #1 to the contract between the County of Inyo and Inyo County Superintendent of Schools for Extended Day Program

**DEPARTMENTAL RECOMMENDATION:** Request Board approve Amendment #1 to the contract between the County of Inyo and Inyo County Superintendent of Schools for Extended Day Program to increase the not to exceed amount of the contract to \$16,273.60 contingent upon the appropriate signatures being obtained and receiving Juvenile Justice Crime Prevention Act funding from the State. This contract amount is based entirely on forecasting of Fiscal Year 2011/2012 revenues from the Vehicle Licensing Fee for this fiscal year and contingent upon receipts from California State Controller's Office.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** On October 18, 2011, the County of Inyo entered into a contract with Inyo County Superintendent of Schools for an Extended Day Program for the time period of July 1, 2011 through June 30, 2012. This contract is solely funded from Fiscal Year 2011/2012 revenues received from the Vehicle Licensing Fee (VLF) as a part of the Juvenile Justice Crime Prevention Act (JJCPA).

Last fiscal year in May 2011, the Corrections Standard Authority (CSA) notified the Inyo County Probation Department that they had approved the County's application for JJCPA Continuation Funding and gave us an estimation of the amount (\$24,894) we could anticipate receiving. Of the total amount received, 40% is provided to the Inyo County Superintendent of Schools (Superintendent of Schools) for an extended day program, the remaining 60% is provided to Healthy Communities of Southern Inyo County (Health Communities) for a delinquency prevention program. As a result, a contract was entered into with Inyo County Superintendent of Schools for a not to exceed amount of \$9,957.60 (40% of the total).

Monies are received quarterly from the California State Controller's Office; thereafter, monies are distributed accordingly by the Probation Department to Healthy Communities and the Superintendent of Schools. Recently, CSA advised County participants, including Inyo County Probation Department, that the funding levels for Fiscal Year 2011/2012 (FY11/12) should reach the funding levels received in Fiscal Year 2010/2011 (FY10/11). In FY10/11, the Probation Department budgeted \$40,684 in JJCPA monies and to date, the State Controller's Office has distributed just over the FY11/12 budgeted amount of \$24,894. It is anticipated that the funding levels for FY11/12 will reach or possibly exceed FY10/11 funding of \$40,684. It is difficult to know exactly how much VLF money will be received by the State and distributed to Inyo County. This Department feels comfortable using the FY10/11 funding amount of \$40,684 to increase both the Superintendent of Schools and Healthy Communities contracts accordingly.

Attached is Amendment One (1) to the contract, increasing the not to exceed amount to \$16,273.60.

**ALTERNATIVES:** The Board could decline to approve the Amendment; however, this is not recommended. If the Board chooses not to approve the Amendment, the Board needs to provide direction to the Chief Probation Officer on how to proceed.

**OTHER AGENCY INVOLVEMENT:** Inyo County Superintendent of Schools

**FINANCING:** The Revenue and Expenditure is budgeted in the Probation Department Budget Unit 023000, Revenue: State Other Object Code 4499, Expenditure: Professional Services Object Code 5265.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/16/2012</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/19/12</u>
PERSONNEL DIRECTOR: <u>N/A</u>	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: 3/21/12  
(Not to be signed until all approvals are received)

Attachment: Portions of Contract No. 116  
Amendment One (1)

**AMENDMENT NUMBER ONE (1) TO  
AGREEMENT BETWEEN THE COUNTY OF INYO  
AND INYO COUNTY SUPERINTENDENT OF SCHOOLS  
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Inyo County Superintendent of Schools of Independence, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Extended Day Program services dated October 18, 2011, on County of Inyo Standard Contract No. 116, for the term from July 1, 2011 to June 30, 2012.

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

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

**County and Contractor hereby amend such Agreement as follows:**

1. Section 3. CONSIDERATION is amended to read as follows:
  - D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$16,273.60 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
2. Attachment B (Schedule of Fees) is replaced with the Amended (#1) Schedule of Fees listed below:

***AMENDED (#1) 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 Sixteen Thousand Two Hundred Seventy-three and 60/100 Dollars (\$16,273.60), which is 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 Sixteen Thousand Two Hundred Seventy-three and 60/100 Dollars (\$16,273.60) distribution. 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.

The effective date of this Amendment to the Agreement is April 3, 2012.  
All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER ONE (1) TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
INYO COUNTY SUPERINTENDENT OF SCHOOLS  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Type or Print

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 18<sup>th</sup> day of *October*, 2011 an order was duly made and entered as follows:

Probation/  
Extended Day  
Program

Moved by Supervisor Cervantes and seconded by Supervisor Pucci to 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, 2011 through June 30, 2012, in an amount not to exceed \$9,957.60; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained. Motion unanimously passed and adopted.

RECEIVED  
INDEPENDENCE

WITNESS my hand and the seal of said Board this 18<sup>th</sup>

Day of October 2011



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisors

By:

*Patricia Gunsolley*  
Patricia Gunsolley, Assistant

<b>Routing</b>
CC _____
Purchasing _____
Personnel _____
Auditor _____
CAO _____
Other Probation _____
DATE: October 24, 2011

ORIGINAL

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

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Extended Day Program services of Inyo Cnty. Sup. of Schls of Independence, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2011 to June 30, 2012 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$9,957.60 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

**4. WORK SCHEDULE.**

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

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 18<sup>th</sup> DAY OF OCTOBER, 2011.

**COUNTY OF INYO**

By: *Susan Cash*

Dated: 10-18-11

**CONTRACTOR**

By: *[Signature]*  
Signature  
TERENCE K. McATEER  
Print or Type

Dated: 10/31/11

APPROVED AS TO FORM AND LEGALITY:

*[Signature]*  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

*[Signature]*  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

*[Signature]*  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

*[Signature]*  
County Risk Manager

**ATTACHMENT A**

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

**TERM:**

**FROM: 07/01/11 TO: 06/30/12**

**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 as to the date they enter the Program and the date they complete the Program; their grade point average at the end of the first semester and at the end of the second semester. For any participant not completing the Program the report must reflect the reason(s) for non-completion.

The Inyo County Superintendent of Schools/Extended Day Program must submit the reports 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 helps to fund Lorrie Mitchell. Mrs. Mitchell works as a full time teacher's aide. Each afternoon, in this extended school day program, she assists the Culinary Arts teacher in the cooking class. The grant allows the school to extend its day from a four hour program to a seven hour program. In the mornings, Mrs. Mitchell works with the math classes, assisting with California High School Equivalency Exam (CAHSEE) and General Education Diploma (GED) prep students. Most of the students at Jill Kinmont-Boothe School (JKBS) are in need of passing the CAHSEE and some of the older students, freshly out of Keith Bright School, are in need of GED prep. By assisting these students, she is helping to open up more opportunities for success for these students. Mrs. Mitchell also facilitates the study hall program. If students have behavior issues during the day they go to study hall in the afternoon, where she provides one-on-one tutoring in the areas where the student needs the most help. Mrs. Mitchell also helps prepare food for lunch and assists with supervising students during their lunch time.

**Continued – See Attached**

**ATTACHMENT A**  
**SCOPE OF WORK (Continued):**

**Ropes Course—Providing Confidence and Team Building Opportunities**

This school year, JKBS has contracted with a local rock climbing guide service using the Juvenile Justice grant, to take the students on rock climbing and a ropes course outings. The ropes course and rock climbing classes are designed to help students build confidence and to take them away from their normal routines. It was hoped that this would change a student's perspective and give them an opportunity to explore their local area in a more constructive way. In doing that, it is hoped that the students might be able to gain more of an appreciation for the place that they live and allow them to try a new sport. As has been proven in countless out door education facilities, exposure to new environments and sporting endeavors has helped many at-risk students to gain greater confidence and self-reliance. Both students and staff participate in these outings to help with trust-building.

**School Uniforms—Focusing on Academics**

The students at JKBS are now 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 a discipline 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 this will serve as motivation to return to their regular comprehensive high school where an open dress policy exists.

**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 short 20 minute break to eat their lunch which provides an additional 25 minutes per day of instruction (85 hours over the course of the year). Students are encouraged to bring their own lunch. For those who don't, JKBS provides a sandwich and fruit which is funded by the Juvenile Justice grant.

**Dial-a-Ride—Insuring School Attendance**

Because JKBS does not have a traditional school bus, Inyo County Superintendent of Schools contracts with Eastern Sierra Transit to provide student transportation. Students who present their student id card can ride to school and home each day from scheduled stops and at scheduled times. This is the only way many of our students are able to get to and from school. This service improves student attendance and is funded by the Juvenile Justice grant.

**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, have contracted with Interquest to have drug sniffing dogs come to the school. JKBS will have four random visits from the dogs, funded by the Juvenile Justice grant, throughout the school year. The students sat through a presentation about the dog program and are aware that they can visit campus at any time. The students were familiarized with the practices and procedures for a search. The following day, during a random search, the dogs scented on one student and an area in the boys bathroom where drugs had been hidden previously. While these two instances did not result in drugs being found, it served two purposes-- the students have been put on notice that they can be effectively searched at any time and it has educated the staff where paraphernalia has been hidden.

**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 the on-going funds

**ATTACHMENT B**

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

**TERM:**

**FROM: 07/01/11 TO: 06/30/12**

**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 Nine Thousand Nine Hundred Fifty-seven and 60/100 Dollars (\$9,957.60), which is 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 Nine Thousand Nine Hundred Fifty-seven and 60/100 Dollars (\$9,957.60) 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  
8

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

**FROM:** Probation Department

**FOR THE BOARD MEETING OF:** April 3, 2012

**SUBJECT:** Request to approve Amendment #1 to the contract between the County of Inyo and Healthy Communities of Southern Inyo County for Delinquency Prevention Program

**DEPARTMENTAL RECOMMENDATION:** Request Board approve Amendment #1 to the contract between the County of Inyo and Healthy Communities of Southern Inyo County for Delinquency Prevention Program to increase the not to exceed amount to \$24,410.40 contingent upon the appropriate signatures being obtained and receiving Juvenile Justice Crime Prevention Act funding from the State. This contract amount is based entirely on forecasting of Fiscal Year 2011/2012 revenues from the Vehicle Licensing Fee for this fiscal year and contingent upon receipts from California State Controller's Office.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** On October 18, 2011, the County of Inyo entered into a contract with Healthy Communities of Southern Inyo County for Delinquency Prevention Program for the time period of July 1, 2011 through June 30, 2012. This contract is solely funded from Fiscal Year 2011/2012 revenues received from the Vehicle Licensing Fee (VLF) as a part of the Juvenile Justice Crime Prevention Act (JJCPA).

Last fiscal year in May 2011, the Corrections Standard Authority (CSA) notified the Inyo County Probation Department that they had approved the County's application for JJCPA Continuation Funding and gave us an estimation of the amount (\$24,894) we could anticipate receiving. Of the total amount received, 60% is provided to Healthy Communities of Southern Inyo County (Health Communities) for a delinquency prevention program, the remaining 40% is provided to the Inyo County Superintendent of Schools (Superintendent of Schools) for an extended day program. As a result, a contract was entered into with Healthy Communities for a not to exceed amount of \$14,936.40 (60% of the total).

Monies are received quarterly from the California State Controller's Office; thereafter, monies are distributed accordingly by the Probation Department to Healthy Communities and the Superintendent of Schools. Recently, CSA advised County participants, including Inyo County Probation Department, that the funding levels for Fiscal Year 2011/2012 (FY11/12) should reach the funding levels received in Fiscal Year 2010/2011 (FY10/11). In FY10/11, the Probation Department budgeted \$40,684 in JJCPA monies and to date, the State Controller's Office has distributed just over the FY11/12 budgeted amount of \$24,894. It is anticipated that the funding levels for FY11/12 will reach or possibly exceed FY10/11 funding of \$40,684. It is difficult to know exactly how much VLF money will be received by the State and distributed to Inyo County. This Department feels comfortable using the FY10/11 funding amount of \$40,684 to increase both the Superintendent of Schools and Healthy Communities contracts accordingly. --

Attached is Amendment One (1) to the contract, increasing the not to exceed amount to \$24,410.40.

**ALTERNATIVES:** The Board could decline to approve the Amendment; however, this is not recommended. If the Board chooses not to approve the Amendment, the Board needs to provide direction to the Chief Probation Officer on how to proceed.

**OTHER AGENCY INVOLVEMENT:** Healthy Communities of Southern Inyo County

**FINANCING:** The Revenue and Expenditure is budgeted in the Probation Department Budget Unit 023000, Revenue: State Other Object Code 4499, Expenditure: Professional Services Object Code 5265.

<b>APPROVALS</b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/16/2012</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>Yes</u> Date <u>3/19/12</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 3/21/12  
 (Not to be signed until all approvals are received)

Attachment: Portions of Contract No. 116  
Amendment One (1)

**AMENDMENT NUMBER ONE (1) TO  
AGREEMENT BETWEEN THE COUNTY OF INYO  
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY  
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Healthy Communities of Southern Inyo County of Lone Pine, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Delinquency Prevention services dated October 18, 2011, on County of Inyo Standard Contract No. 116, for the term from July 1, 2011 to June 30, 2012.

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

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

**County and Contractor hereby amend such Agreement as follows:**

1. Section 3. CONSIDERATION is amended to read as follows:
  - D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$24,410.40 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
2. Attachment B (Schedule of Fees) is replaced with the Amended (#1) Schedule of Fees listed below:

***AMENDED (#1) 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-four Thousand Four Hundred Ten and 40/100 Dollars (\$24,410.40), 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 youth served by the program and the number of months during the contract period that the program coordinator functioned as a full-time position. The program coordinator shall have full-time duties for twelve (12) months of the contract period for the Contractor to qualify for the full fee of the estimated Twenty-four Thousand Four Hundred Ten and 40/100 Dollars (\$24,410.40). If the program coordinator does not serve in full-time capacity for twelve (12) months during the contract period, the Contractor shall reimburse the County in proportion to the portion of the twelve (12) month period during which the position was not a full-time position.

The effective date of this Amendment to the Agreement is April 3, 2012.  
All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER ONE (1) TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 18<sup>th</sup> day of *October*, 2011 an order was duly made and entered as follows:

Probation/Healthy  
Communities  
Contract

Moved by Supervisor Cervantes and seconded by Supervisor Pucci to 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, 2011 through June 30, 2012, in an amount not to exceed \$14,936.40; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained. Motion unanimously passed and adopted.

WITNESS my hand and the seal of said Board this 18<sup>th</sup>

Day of October 2011



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisors

By: Patricia Gunsolley  
Patricia Gunsolley, Assistant

<b>Routing</b>
CC _____
Purchasing _____
Personnel _____
Auditor _____
CAO _____
Other Probation _____
DATE: October 24, 2011

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Healthy Communities of Southern Inyo County  
FOR THE PROVISION OF Delinquency Prevention SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Delinquency Prevention services of Healthy Communities of Lone Pine, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2011 to June 30, 2012 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$14,936.40 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

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

5. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Healthy Communities of Southern Inyo County  
FOR THE PROVISION OF Delinquency Prevention SERVICES**

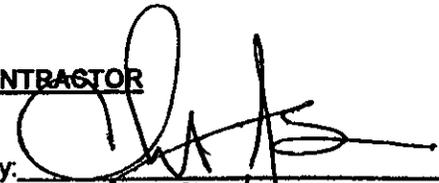
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 18<sup>th</sup> DAY OF OCTOBER, 2011.

COUNTY OF INYO

By: 

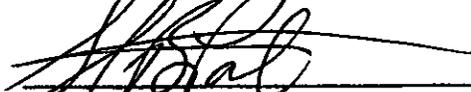
Dated: 10-18-11

CONTRACTOR

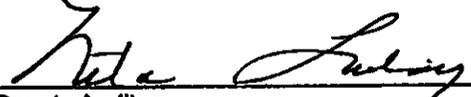
By:   
Signature  
Charles James  
Print or Type

Dated: 12/01/2011

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Healthy Communities of Southern Inyo County FOR THE PROVISION OF  
Delinquency Prevention SERVICES**

**TERM:**

**FROM: 07/01/11 TO: 06/30/12**

**SCOPE OF WORK:**

Contractor is to maintain the Healthy Communities Program Coordinator position to increase the number of youth who are served by the Program. The Program Coordinator shall function in full-time capacity for twelve (12) months of the contract period.

Healthy Communities Program Coordinator must;

- Function as a full-time (40 hours/week) position.

The Healthy Communities Program Coordinator may also;

Create and schedule Healthy Communities events, supervise program assistants and volunteers in carrying out Healthy Communities events, run events in the absence of program assistants or volunteers; work with individuals in the community to assess and address needs of youth and adults in the community and enact programs to address those needs; work to increase the number of youths served by Healthy Communities; establish partnerships with other organizations having the same goals and work with them to better serve the community; maintain Healthy Communities program budget and coordinate program fund raising through donations, grants and other revenue generating activities; act as liaison to other civic groups to keep them informed of upcoming Healthy Communities activities and coordinate publicity for events; report to the Healthy Communities Board on all aspects of Healthy Communities programs; run monthly Healthy Communities meetings and keeps meeting minutes.

In order to be in compliance with State mandated reporting requirements, this coordinator must report the Participant's name, age, gender and the event attended by the Participant to the Inyo County Probation Department on a quarterly basis.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Healthy Communities of Southern Inyo County FOR THE PROVISION OF  
Delinquency Prevention SERVICES**

**TERM:**

**FROM: 07/01/11 TO: 06/30/12**

**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 Fourteen Thousand Nine Hundred Thirty-six and 40/100 Dollars (\$14,936.40), 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 youth served by the program and the number of months during the contract period that the program coordinator functioned as a full-time position. The program coordinator shall have full-time duties for twelve (12) months of the contract period for the Contractor to qualify for the full fee of the estimated Fourteen Thousand Nine Hundred Thirty-six and 40/100 Dollars (\$14,936.40). If the program coordinator does not serve in full-time capacity for twelve (12) months during the contract period, the Contractor shall reimburse the County in proportion to the portion of the twelve (12) month period during which the position was not a full-time position.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

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

For Clerk's Use  
Only:

AGENDA NUMBER

9

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 3, 2012

SUBJECT: Approve Public Works Purchase of Janitorial Supplies

**DEPARTMENTAL RECOMMENDATIONS:**

Request that your Board ratify a Purchase Order with Mission Janitorial & Abrasive Supplies for an amount not-to-exceed \$20,000 for the remainder of FY 11/12 or until a contract for the supplies is awarded, whichever comes first.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

County Building & Maintenance staff usually buys most of its janitorial supply needs from Mission in Bishop. Unfortunately, staff has unwittingly exceeded its purchasing authority for a single supplier in a fiscal year and cumulatively procured over \$12,000 of various items since July 1<sup>st</sup>. Consequently, the Auditor's Office has requested that we obtain Board approval before purchasing any additional supplies from this vendor.

Because staff has purchased these items without benefit of a contract, we will issue a Request for Bids and will return to your Board soon for permission to award a multi-year agreement to the lowest responsible bidder.

**ALTERNATIVES:**

The Board could elect not to approve this request. This is not recommended, as we have already exceeded our authority and the need for these supplies continues unabated.

**OTHER AGENCY INVOLVEMENT:**

Auditors Office  
County Counsel

**FINANCING:**

Funding for these supplies is budgeted in the Building and Maintenance cost center (011100).

**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: 3/27/12

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: 3/28/12

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: 3/28/12  
(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

10

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

**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** April 3, 2012

**SUBJECT:** Inyo County Energy Efficiency Upgrade Project

**DEPARTMENTAL RECOMMENDATION:**

1. Recommend the Board approve the specifications for the Inyo County Energy Efficiency Project; and
2. Authorize the Interim Public Works Director to advertise and bid the Project; and
3. Authorize the Interim Public Works Director to award the project if the bids are within the project budget and sign all contract documents, contingent upon the appropriate signatures being obtained; and
4. 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 RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The County was awarded a American Recovery and Reinvestment Act (ARRA) community development block grant through the US Department of Energy working in cooperation the California Energy Commission (CEC) for energy efficiency upgrades for County owned and leased buildings. The grant totals \$79,941. The proposed project will include lighting retrofits for buildings covered by the application. There are also rebate incentives provided by LADWP and SCE for some of the installations.

Your Board should also be aware that there is a tight time line for the award of the project due to the expiration of the grant and requirements for final accounting, and therefore we request that your Board authorize the award of the project if the bids are within the engineers estimate and project budget.

**ALTERNATIVES:**

Not approve the specifications, advertisement and award of the project. This is not recommended because the there is funding available for the work and the installations will provide long term savings in electrical consumption and power billing.

**OTHER AGENCY INVOLVEMENT:**

- (1) County Counsel has reviewed this Agenda Request and contracts.
- (2) The Auditor's Office will provide financial review for the expenditure of AARA funds.
- (3) The Treasurer's office for receipt of payments.
- (4) The California CEC for project oversight and payments to the County.
- (5) The US Department of Energy for provisions of funds to the State.

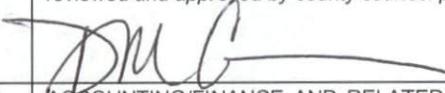
**FINANCING:**

Funds for the Inyo County AARA Energy Efficiency Upgrade Project are provided by the California Energy Commission. The funds if approved, will be deposited into the Deferred Maintenance Budget 011501, Object Code 4555, (Federal Grants). If the contract is approved, the Deferred Maintenance Budget 011510, Object Code 5700 has appropriate budget to fund the project.

The County may also receive rebate incentives from the utility companies for some of the proposed electrical components. These rebates will offset and supplement the costs of the construction.

And, based on the County's current expenditures for electrical power, the County may expect a reduction in power billing of approximately \$35,000 annually by installing the recommended lighting upgrades.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/28/12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/28/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

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



Date: 3-28-12



**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:  <b>AGENDA NUMBER</b>  11
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FROM: Public Works Department

FOR THE BOARD MEETING OF: April 3, 2012

SUBJECT: Adoption of the plans and special provisions for the Nine Mile Canyon Road Guardrail Installation Project, and approval to advertise for bids.

**DEPARTMENTAL RECOMMENDATIONS:** Request that the Board adopt the plans and special provisions for the Nine Mile Canyon Road Guardrail Installation Project and authorize the public works director to advertise for bids for the project, contingent upon receipt of the state's authorization to proceed with construction.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The project consists of installing approximately 4,850 feet of metal beam guardrail on a narrow portion of Nine Mile Canyon Road approximately seven miles west of U.S. 395, near Pearsonville. There have been multiple accidents, two of which included fatalities, where vehicles have driven off the road over a steep embankment. Installing metal beam guardrail will substantially reduce this risk. The contract documents also include an additive bid item to install an additional 1,550 feet of guardrail on two outside curves on a steep embankment if there is sufficient funding to do so. The project is federally funded by the Highway Safety Improvement Program (HSIP).

The road will not be closed during construction. The contractor will be required to provide one-lane traffic control during construction. The construction time for this project is anticipated to be approximately 45 working days (approximately 2 months).

The requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for the project have been met. The Inyo County Planning Department approved a categorical exemption for the project on July 29, 2012, and the California Department of Transportation, the lead agency for NEPA compliance, approved a Categorical Exclusion for the project on December 2, 2011. NEPA compliance is required for any project where federal funds are involved. No permits are required for the project.

A copy of the plans and specifications for the Nine Mile Canyon Road Guardrail Installation Project has been provided to the assistant clerk of the board for review by members of the Board of Supervisors.

The HSIP program will reimburse the county for ninety percent of the construction costs, including construction engineering, for the Nine Mile Canyon Road Guardrail Installation. The ten percent match will be provided by the county's Proposition 1B Local Streets and Roads (Proposition 1B LS&R) funds. All county staff time for project management, engineering, surveying, and construction management is eligible for reimbursement with these funds. HSIP funding requires that the project be completed within 4-1/2 years after being amended into the FTIP. The project was amended into the FTIP on December 19, 2010; therefore the project must be completed and closed out by June 2015. However, it is in the county's best interest to complete the project as soon as possible to avoid having the project become inactive. Federally funded projects become inactive if no invoice is submitted to the state during any six-month period. Federal funding for the project may be jeopardized if the project becomes inactive. Public works engineering staff has completed the engineering for the project. Staff has stopped work on the project, because there is no work for staff to perform until construction starts. Therefore, the March invoice is the last invoice that the county can submit to the state. The project will go inactive at the end of October 2012 if a contract is not awarded, and work on the project (and subsequent invoicing to the state) cannot not resume by October.

**ALTERNATIVES:**

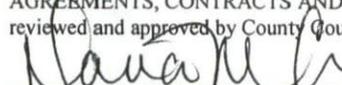
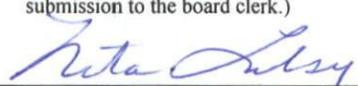
The Board could choose not to adopt the plans and specifications, or approve the project for advertising for bids. This is not recommended because the project would improve the safety of this portion of the roadway, and because funding for the project may be jeopardized if the project becomes inactive.

**OTHER AGENCY INVOLVEMENT:**

The auditor's office to make payments to the contractor after the contract is awarded.  
County counsel to review and approve contract documents.  
Caltrans to reimburse the county for project costs as described below.

**FINANCING:** The HSIP program will reimburse the county for ninety percent of the construction costs, including construction engineering, for the Nine Mile Canyon Road Guardrail Installation. The ten percent match will be provided by the County's Proposition 1B LS&R funds. The cost of the project will be paid through budget unit 034601, State Funded Roads Projects, object code 5707, Nine Mile Road, which is included in the 2011-2012 budget. The HSIP and Proposition 1B LS&R procedures require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, the initial funding for the project will be loaned from the road fund and be reimbursed with HSIP and Proposition 1B LS&R HBP funds after the state pays the progress invoices.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/22/12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>ye</u> Date <u>3/27/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 Date: 3-27-12

**COUNTY OF INYO**  
**Budget to Actual Figures**

Ledger: GL  
Fiscal Year: 2011 As Of: 03/26/2012

Budget: WK

**Key**                      **Title**                                      **Director**  
**034601**                      **ROAD PROJECTS - STATE FUNDED**

<b>Object</b>	<b>Description</b>	<b>Budget</b>	<b>Actual</b>	<b>Encumbrance</b>	<b>Balance</b>
4499	STATE OTHER	817,047.00	1,070.83	0.00	815,976.17
4555	FEDERAL GRANTS	756,566.00	65,882.89	0.00	690,683.11
4821	INTRA COUNTY CHARGES	0.00	170,309.56	0.00	(170,309.56)
4824	INTER GOVERNMENT CHARGES	0.00	(170,309.56)	0.00	170,309.56
4998	OPERATING TRANSFERS IN	49,131.00	49,131.21	0.00	(0.21)
5121	INTERNAL CHARGES	514,020.00	222,230.17	0.00	291,789.83
5124	EXTERNAL CHARGES	0.00	15.72	0.00	(15.72)
5707	NINE MILE ROAD 10/11	44,250.00	26,534.99	0.00	17,715.01
5710	ROAD PROJECT #10 RIVERSIDE E	55,337.00	16,843.22	4,987.29	33,506.49
5711	ROAD PROJECT #11 SABRINA BR	324,345.00	266,098.76	24,382.01	33,864.23
5733	INDY TOWN REHAB	10,700.00	13,888.12	0.00	(3,188.12)
5734	OAK CREEK	94,350.00	3,538.52	0.00	90,811.48
5735	CARROLL CREEK	74,350.00	5,189.60	0.00	69,160.40
5736	WALKER CREEK	94,350.00	4,514.59	0.00	89,835.41
5737	SUNLAND BICYCLE LANES	50,000.00	10,576.73	0.00	39,423.27
5801	OPERATING TRANSFERS OUT	210,000.00	0.00	0.00	210,000.00
<b>Total Revenue</b>		<b>1,622,744.00</b>	<b>116,084.93</b>	<b>0.00</b>	<b>1,506,659.07</b>
<b>Total Expense</b>		<b>1,471,702.00</b>	<b>569,430.42</b>	<b>29,369.30</b>	<b>872,902.28</b>
<b>Net Total (Revenue - Expense)</b>		<b>151,042.00</b>	<b>(453,345.49)</b>	<b>(29,369.30)</b>	<b>633,756.79</b>
<b>Grand Total Revenue</b>		<b>1,622,744.00</b>	<b>116,084.93</b>	<b>0.00</b>	<b>1,506,659.07</b>
<b>Grand Total Expense</b>		<b>1,471,702.00</b>	<b>569,430.42</b>	<b>29,369.30</b>	<b>872,902.28</b>
<b>Grand Totals (Revenue - Expense)</b>		<b>151,042.00</b>	<b>(453,345.49)</b>	<b>(29,369.30)</b>	<b>633,756.79</b>



**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

12

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 3, 2012

SUBJECT: Adoption of the plans and special provisions for the Sabrina Road Bridge Replacement Project, and approval to advertise for bids.

**DEPARTMENTAL RECOMMENDATIONS:** Request Board adopt the plans and specifications for the Sabrina Road Bridge Replacement Project and authorize the public works director to advertise for bids for the project, contingent upon receipt of the state's authorization to proceed with construction, and adoption of future budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** The Sabrina Road Bridge Replacement Project will replace existing County Bridge 48C-0025 which spans the Middle Fork of Bishop Creek at Sabrina Road. The bridge is scour-critical and structurally deficient, therefore, replacement of the bridge is essential. The new bridge will consist of a 3.5-foot deep cast-in-place, prestressed concrete box girder bridge with a width of 32.5 feet and a span of 88 feet founded on cast-in-place concrete abutments. The south abutment will be founded on a spread footing tied into rock with rock anchor bars. The north abutment will be founded on 30-inch-diameter cast-in-drilled-hole piles. The approach roadway on both sides of the bridge will be realigned to improve sight distance and safety.

The road will not be closed during construction. In order to realign the roadway and provide for stage construction, the new bridge will be built southeast of the existing bridge, outside Inyo County's prescriptive roadway right-of-way, on Forest Service land. While the new bridge is being built, both vehicular and pedestrian traffic will be directed over the existing bridge. The contractor will also need to provide for one-lane traffic control during portions of the work. After the new bridge is completed and opened to traffic, the existing bridge will then be demolished. The local radio stations will be requested to broadcast a Public Information Bulletin about the project prior to the start of construction, and the local residents and emergency response agencies will also be informed of the project. Construction area signs will be installed in the project vicinity to inform the travelling public of the project. The construction time for this project is anticipated to be approximately 105 working days (approximately five months).

Quincy Engineering, Inc. of Sacramento, California, which has extensive experience in roadway and bridge design, performed engineering for the project and prepared the plans and specifications under the direction of the Public Works Department staff. Public Works Department engineering staff and resident engineer, District 9 Local Assistance engineering staff, and the Caltrans senior bridge engineer in Sacramento have reviewed the plans and specifications. The Inyo County survey crew performed land surveying and staking for the project. Geotechnical investigations and assessments were conducted by Kleinfelder West, Inc. of Fresno, California, and hydraulic studies and assessments were conducted by WRECO, Inc. of Walnut Creek, California.

The requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) have been met. NEPA compliance is required for any project for which federal funds are involved. Extensive environmental studies were completed by RMT, Inc. of San Mateo, California, and their subconsultants ASM Affiliates of Reno, Nevada (archaeological and cultural resources investigations), Nomad Ecology of Martinez, California, (biologic and natural resource investigations) and 2M Associates of Berkeley, California (visual resource assessment) to develop the CEQA and NEPA documents for the project. The Inyo County Planning Department and Planning Commission were the lead agencies for CEQA compliance, and the Inyo County Board of Supervisors adopted the Mitigated Negative Declaration for the project on December 6, 2011. The California Department of Transportation, the lead agency for NEPA compliance, approved a Categorical Exclusion for the project on December 2, 2011. A 401 Water Quality

Certification was obtained from the Lahontan Regional Water Quality Control Board on January 9, 2012, and a Lake and Streambed Alteration Agreement from the California Department of Fish and Game has been finalized, and is awaiting final signature by Department of Fish and Game. A Forest Department Forest Road Special Use Permit to build the bridge on what is now Forest Service land was approved by the Board on February 14, 2012.

A copy of the plans and specifications for the Sabrina Road Bridge Replacement Project has been provided to the assistant clerk of the board for review by members of the Board of Supervisors.

The project is federally funded by the Highway Bridge Program (HBP) and the Toll Credits Program, which will reimburse the county for 100 percent of the construction costs, including construction engineering, for the Sabrina Road Bridge Replacement Project. All county staff time for project management, engineering, surveying, and construction management, is fully reimbursable.

**ALTERNATIVES:**

The Board could choose not to adopt the plans and specifications, and not to approve the project for advertising for bids. This is not recommended because replacement of the bridge is essential. A delay may also affect the availability of HBP and Toll Credit funding.

**OTHER AGENCY INVOLVEMENT:**

The auditor's office to make payments to the contractor after the contract is awarded  
 County counsel to review and approve contract documents.  
 Caltrans to reimburse the county for project costs as described below

**FINANCING:** The cost of the construction contract will be paid through budget unit 034601 State Funded Roads Projects, object code 5711, Sabrina Bridge, which is included in the 2011-2012 budget. The costs for the Sabrina Road Bridge Replacement Project will be reimbursed by HBP and Toll Credits. The HBP and Toll Credit procedures require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, these funds will be loaned from the road fund and reimbursed with HBP funds.

<b>APPROVALS</b>		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: <u>[Signature]</u> Date <u>3/28/12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>[Signature]</u> Date <u>3/27/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received) [Signature] Date: 3-28-12



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

**FOR THE BOARD MEETING OF:**

**SUBJECT:** Approval to enter into a contract with SouthTech Systems for a 2 year pilot program software subscription for DisclosureDocs

**DEPARTMENTAL RECOMMENDATION:**

- 1) Declare SouthTech Systems as sole source provider for a pilot program to electronically manage the business process associated with the Fair Political Practices Commission (FPPC) mandated filing of Conflict of Interest Form 700
- 2) Approval to enter into a contract with SouthTech Systems in an amount not to exceed \$6,000 (\$3,000 paid in the 2011-2012 fiscal year budget and \$3,000 paid in the 2012-2013 fiscal year budget) for DisclosureDocs – 2-year pilot program software subscription and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained and contingent upon the adoption of future budgets.
- 3) Request that the Board reduce Elections Expense (011000-5316) by \$3,000 and increase Elections General Operating Expenses (011000-5311) by \$3,000 in the 2011-2012 fiscal year

**SUMMARY DISCUSSION:**

As a means of declaring potential conflicts of interest elected and appointed officials, and county employees in decision-making positions, are required by law to file a Statement of Economic Interest Form, more commonly known as the Form 700. The Form 700 is required to be filed upon assuming office, annually and when leaving office. Although it is up to the individual filers to complete the form, the County Clerk is responsible to track and notify filers of non-compliance. County Clerk Staff spends approximately 748.5 hours annually (1.5 hours annually per filer) sending out notices, supplying forms, logging each statement, sending at least two written notifications to non-filers, reporting violations to the appropriate enforcement agency, maintaining logs with copies of each notification, reviewing statements for compliance, requesting amendments when appropriate, imposing late filing penalties, and providing public access. Currently, the entire process is completed manually.

Due to our large geographic size, with multiple school, fire, hospital and community services boards, there are a disproportionately high number of residents that are required to file the Form 700. In Inyo County there are 499 constituents, or roughly 2.69% of the population, who are required by law to file a Statement of Economic Interest Form 700. As a comparison, Mono County has approximately 200 filers or 1.41% of the population and San Benito County has approximately 350 filers or .63% of the population.

Although every effort is made to comply with the Form 700 reporting requirements, because the system is 100% manual and many filers do not submit completed or timely forms, often there are several officials who are non-compliant. This may result in a fine of \$10.00 per day for late filers and is especially detrimental to county employees who, as per Inyo County Personnel Rules may be subject to disciplinary action up to and including termination.

Inyo County Personnel Rules and Regulations, 3.24

"All County employees and officials required to do so by the Political Reform Act of 1974, as amended (Government Code § 87100 et seq), or by the County Conflict of Interest Code shall comply with all statutes, regulations and ordinances regarding conflict of interest and incompatible activities. Failure to do so may constitute grounds for disciplinary action up to and including termination"

The Conflict of Interest Form 700 is unique to California Counties. Prior to 2002 there was no other company that offered the highly specialized software for the management of the Conflict of Interest Form 700. In 2002, the software development company SouthTech Systems developed DisclosureDocs, a program that automates and eases the management of the Form 700. SouthTech Systems selected several California Counties, including Los Angeles, Merced, Orange and Stanislaus, to assist with a pilot program for the initial implementation of DisclosureDocs. Inyo County has now been extended the opportunity to be included in the pilot project for the management of Form 700 for a fraction of the cost to otherwise lease the software.

This program will improve the County Clerk's ability to regulate filing requirements for County employees and local appointed and elected officials in an efficient and cost-effective manner.

I am requesting that your Board declare SouthTech Systems as sole source provider for a pilot program to electronically manage the business process associated with the Fair Political Practices Commission (FPPC) mandated filing of Conflict of Interest Form 700 for the following reasons:

- a) A critical proposed schedule for the service and/or project being requested that only this contractor can meet.

The annual Conflict of Interest 700 Forms have already been mailed out to the various individuals and agencies required to file for the 2011 reporting year. Time is of the essence and in order for the program to be utilized for the 2011-2012 fiscal year it will need to be fully operational as soon as possible. Going through the RFP process would delay the purchase of the program and would exceed the time limit allotted to take advantage of the reduced pilot rate.

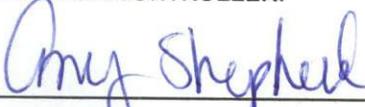
**ALTERNATIVES:**

- The Board could require that the County Clerk-Recorder prepare an RFP for the software program which would result in a likely increase to net-county cost above and beyond the pilot project price included in this request.
- The Board could deny the request all together, which would result in continued burdensome and time consuming manual tracking of the Conflict of Interest Form 700.

**FINANCING:**

Approval of this payment will be made from the Elections Budget - General Operating Expenses (011000-5311), contingent upon the adoption future budgets.

**APPROVALS**

<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes 3/21/2012</u> Date:
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes 3/27/12</u> Date:
<b>PERSONNEL DIRECTOR:</b> <b>BUDGET</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓ 3-27-R</u> Date:

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



Date: 3/28/12



Proposal for

# DisclosureDocs™

Automating FPPC Form 700

January 4, 2012

*Prepared By:*



**SOUTHTECH**  
SYSTEMS

**E-Gov Solutions • Software Development  
Electronic Document Management Systems**

4181 Flat Rock Drive Suite 300  
Riverside, California 92505  
Phone (951) 354-6104  
Fax (951) 354-6107  
[www.southtechsystems.com](http://www.southtechsystems.com)

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## **Organizational Information**

SouthTech Systems is a software development and system integration firm with offices in Riverside, California. We specialize in E-Gov Solutions, Software Development, and Electronic Document Management Solutions (EDMS). We provide the analysis, design, implementation, training, support, and maintenance of enterprise-wide document imaging for public agencies and the private sector. Our proposed solution will allow the Customer to automate the FPPC Form 700 filings and tracking business process.

Our company's focus is to provide public agencies with cost-effective and scalable applications that utilize database, digitized documents, workflow and electronic document management technologies. DisclosureDocs™ will automate manual processes and improve staff productivity and services to the public. As a premier software developer and EDMS systems integrator, we create, deploy, support, and maintain high-quality client-server and browser-based software solutions.

Our company offers a unique blend of local governmental experience coupled with extensive technical expertise including specific knowledge in the imaging, document management, and workflow arenas. We pride ourselves on providing our customers with system implementation teams who offer prior working experience in the public sector. We believe this uniquely qualifies SouthTech Systems to meet the needs of the Customer and sets us apart from other vendors.

SouthTech Systems, Inc. offers not only the necessary technical knowledge, but also the in-depth government operational experience to make this project a success. We do not use sub-contractors. We understand how your business works, and we can blend cost-effective new technology with day-to-day operations to make your jobs easier and to provide you with an efficient workflow.

### **Company Information**

SouthTech Systems, Inc.  
4181 Flat Rock Drive, Suite 300  
Riverside, CA 92505  
([www.southtechsystems.com](http://www.southtechsystems.com))

Main Phone (951) 354-6104  
Fax (951) 354-6107

Authorized Company Representatives: Jose Dominguez, President and  
Grant Gyulnazaryan, Executive Vice President and CFO

Corporation Taxpayer Identification No. 51-0564578

## ***DisclosureDocs™ Software Suite Overview***

DisclosureDocs is an automated database that manages the business process associated with the FPPC mandated filing of Form 700, Statement of Economic Interest. The system creates an entity account for each individual. Each individual is assigned an account number and information is stored in tables regarding the organization, department, and position title and filing requirements. The system provides business process reports of what filings are due and tracks which individuals have filed disclosure documents as they are received. The forms are scanned into the system using scanners and bar code technology. This process automatically indexes and stores the images with data in the repository. The database is updated and reports are created to indicate compliance status. The system user can then select from the individuals who have not responded to send reminder letters. The system creates the mailing labels and using "mail merge" technology generates reminder letters. Various reports are created to track the entities' response and the action taken by the "Filing Officer". The system also includes a "Public Access" module. This allows staff and the public to search the database and retrieve electronic document images of the disclosure documents for viewing and printing.

### **DisclosureDocs™ System Features:**

- A client server application to electronically store and retrieve documents utilizing database technology to manage the business process of the Statement of Economic Interest and provide public access.
- System functions on one or multiple workstations.
- Forms can be scanned and linked to filers using scanners and bar-code technology.
- Produces Conflict of Interest Code and Instructions for filing officials.
- Produces report of filer's compliance.
- Produces multiple notification letters.
- Produces mailing labels.
- Forms can be batched and scanned at high speed using TWAIN compliant scanners.
- Easy to use data entry.
- Easy to use retrieval of filing history, images of forms, and all correspondence.
- Indexing, searching, reporting can be done by multiple criteria such as: organization, department, job title and name.
- Entity historical data can be obtained multiple ways, such as organization, department, job title and name.
- The system will tracks letters sent.

- Creates annual full review of filers and findings.
- Produces statistical data of filings.

**DisclosureDocs™ Benefits:**

- Improves management of the Statement of Economic Interest business process.
- Improves productivity of the designated department.
- Improves management reports of the filing process.
- Improves compliance of filers.
- Improves organization of the filing process.
- Improves service to the public.
- Reduces storage and copying costs. The FPPC regulation states that forms must be stored for seven years unless stored electronically, and then paper only needs to be stored for two years.
- Reduces the stress of the filing process. This system will manage the business process utilizing fewer resources.

***Technology Platform***

For all of SouthTech Systems' applications there is an administrative module which enables functional administrators to configure the system. Users' privileges by role or individual are also set up using the administrative module.

All of the applications in this proposal are designed to operate in Windows Environment. The back end database uses Microsoft SQL. The applications operate as web based client/server configuration and utilize standard PC's with Windows 98/NT/2000/XP/Vista and Windows 7 operating systems.

The SouthTech Systems team has implemented many of these systems in other California counties. We are knowledgeable about your requirements and will bring you success, not just software. SouthTech Systems will provide support for implementation and ongoing software maintenance and technical support services in the future under our Software Support and Maintenance Agreement.

## ***Training***

SouthTech Systems has a standardized training methodology that emphasizes knowledge transfer. Whenever possible, we try to train trainers who can train others.

The types of training for the recommended solutions include:

- Technical administrator training
- Functional administrator training
- User Training
- Filing Officer Training
- Filer Training

Included in this proposal is 2 hours of remote training for DisclosureDocs™. Additionally, we have included up to three days of WebEx technical support to complete final testing, installation, conversion and provide go live technical support.

## ***Maintenance and Support***

SouthTech Systems provides 30 day warranty for all software as requested in the Customer's proposal. A Technical Support and Software Upgrade Subscription are required 30 days after the systems go live. SouthTech will provide direct phone support from 8:00 a.m. to 6:00 p.m. Monday through Friday except for holidays. SouthTech will provide the Customer with emergency telephone numbers for off-hours emergency support. The technical support agreement covers all routine maintenance, problem analysis and resolution, supplemental training, documentation updates using telephone technical support and WebEx remote access services of up to 8 hours per month. If additional services are needed for enhancement, modifications and new development discounted labor rates will be used as provided on Exhibit D of this proposal and subject to COL adjustments in the future. The Software subscription fee entitles the Customer to updates to the software product to maintain compatibility with operating system, database software and provide enhanced functionality.

## **Cost**

Exhibit C reflects the detailed fixed cost schedule for this project. The cost is made up of software licenses, professional services and annual software technical support and software upgrade subscription. Since SouthTech Systems provides the software and any supporting documentation electronically (via FTP), the software licenses and the annual maintenance are not subject to State sales tax rates. No additional cost will be incurred by the Customer unless a contract amendment, work request or subsequent agreement is approved by the authorized Customer representative.

DisclosureDocs™  
County of Inyo

The DisclosureDocs software license permits your organization to set up a fixed number of filers. If your organization requires that more filers be added to your DisclosureDocs, then you will need to contact SouthTech Systems to upgrade your license. The upgrade fee will be prorated based on how many filers you are adding. SouthTech Systems has the right to utilize an electronic monitoring tool to report the number of DisclosureDocs filers in your organization's system at any given time.

**Qualification and Experience**

SouthTech Systems has developed and implemented numerous e-government public record systems for local government, including: DisclosureDocs to manage FPPC Form 700, Electronic Recording for Recorders, e-Agenda, AgendaWorks, and CampaignDocs for Election officials. The following list of eGovernment products illustrates the SouthTech Systems' staff expertise

<b>STS e-Government Solutions</b>	<b>Customers</b>
<p><b>CampaignDocs</b> – Automated solution for candidates, office holders, and committees to register and file campaign disclosure forms with the Registrar of Voters Department. Image-enabled system to store documents and provide historical document retrieval, producing notices and management reports to monitor filing requirements.</p>	<p>Butte County            City of Long Beach            Contra Costa County            Fresno County            Merced County            Placer County            Registrar of Voters Santa Barbara County            San Diego County            Shasta County            Sonoma County</p>
<p><b>ClerkDocs</b> – Clerks Automated Document Management Systems with modules for Marriage Licensing, Fictitious Business Name filings, Notary Registration, Fish &amp; Game filings, and Power of Attorney filings and other miscellaneous filing. Online applications available for marriage Licenses, FBN Registrations and Notary Public Registrations.</p>	<p>Fresno County            Imperial County            Lake County            Los Angeles County            Marin County            Mariposa County            Mendocino County            Merced County            Orange County            Riverside County            Sacramento County            San Mateo County            Solano County            Sonoma County</p>
<p><b>e-Agenda/AgendaWorks</b> – Automated agenda management solution utilizing a collaborative approach to preparing agenda reports, producing public agendas, importing/scanning related documents, publishing hyper-linked agendas and exhibits on CD and Web site, producing minutes, and providing a search engine for historical document retrieval.</p>	<p>City of Inglewood            Orange County Clerk of the Board</p>

<p><b>LandDocs</b> – A comprehensive land records recording solution for imaging, indexing, and public access of recorded official records. Optional integration with Cashiering/Fee Accounting and 20-Day Notice systems.</p>	<p>Clerk-Recorder Orange County Imperial County San Mateo County</p>
<p><b>DisclosureDocs™/eDisclosure™</b> – Automated solution to manage the filing and storage of employee and elected officials FPPC mandated Form 700 conflict of interest statements. Image enabled system to store documents and provide historical document retrieval, producing notices and management reports to monitor filing requirements.</p>	<p>CalPERS City of Glendale City of Long Beach City of Los Angeles City of Walnut Creek Clerk of the Board Orange County Registrar of Voters Placer County San Joaquin County Santa Barbara County Santa Clara County Solano County Ventura County</p>
<p><b>e-filing and Workflow Manager</b> – Electronic document imaging and document examination system using Internet data transmission for title and mortgage company documents electronically recorded by County Recorders. Includes interface with existing Cashiering and Grantor/Grantee Systems.</p>	<p>Clerk Recorder Orange County Los Angeles County Riverside County Sacramento County San Diego County San Mateo County</p>
<p><b>VitalDocs™</b> – A comprehensive system for recording birth, death, and marriage certificates. System includes public access module.</p>	<p>Clerk Recorder Orange County Imperial County San Mateo County</p>
<p><b>CornerStone</b> – A point-of-sale cashiering and accounting system to handle payments and fee distribution. System is flexible to handle any government cashier/fee accounting requirements.</p>	<p>Clerk Recorder Orange County Fresno County Clerk Imperial County Merced County San Mateo County</p>

**References**

<p>Darlene Bloom County of Orange Clerk of the Board 10 Civic Center Plaza P. O. Box 687 Santa Ana, CA 92702 (714) 834-2206</p>	<p>Joe Holland Santa Barbara County County Clerk/Recorder/Assessor Registrar of Voters 130E. Victoria St. Suite 200, 2<sup>nd</sup>. Floor Santa Barbara, CA 93101 (805) 568-2200</p>
<p>Roberta Rodriguez County of Ventura Clerk of the Board 800 So. Victoria Ave. #1920 Ventura, CA 93009 (805) 654-2251</p>	<p>Larry Herrera City of Long Beach City Clerk Department 333 W. Ocean Boulevard, Lobby Level Long Beach, CA 90802 (562) 570-6101</p>
<p>Maria Marinos County of Santa Clara Clerk of the Board of Supervisors 70 West Hedding Street San Jose, CA. 95110-1770 408-299-5001</p>	<p>Jim McCauley Placer County County Clerk - Recorder - Registrar of Voters 2954 Richardson Drive Auburn, CA 95603 (530) 886-5610</p>

***Exhibit A Scope of Work***

The Customer wishes to implement the following applications of SouthTech Systems' DisclosureDocs™ Software Suite specifically designed for the Customer. The applications that are included in this proposal are:

- **DisclosureDocs**

**Exhibit B Project Implementation Plan**

<b>Task/Deliverable</b>	<b>Dates</b>	<b>Personnel Assignment</b>
Task #1: Planning, Data Gathering. Update project plan and help gather requirements for system configuration.	First week	Grant Gyulnazaryan Alex Franco Customer
Task #2: Hardware readiness review. Assist in determining server, workstation, scanner and network installation is ready for software installation.	First week	Alex Franco
Task #3: Installation of software in test environment, configuration and user training.	Second week	Alex Franco SouthTech Staff Customer
Task #4: Customer completes the review and allows the end users to get comfortable with the system. Customer has reviewed all templates and modified them to meet their needs.	Second week	Customer
Task #5: Installation of software in production environment, user review, configuration of letters.	Third week	Alex Franco Customer
Task #6 Customer completes configuration of the system for filers, form and letters.	Third week	Customer
Task #7: Final acceptance review	Fourth Week	Grant Gyulnazaryan Alex Franco Customer
Task #8: Go Live	Fourth Week	Customer Technical Support from Alex Franco and SouthTech Staff
Task #9: Go live technical support	Forth Week	Alex Franco
Task #10: Implementation support	Post implementation support for 30 days	Alex Franco SouthTech Customer Service

**Exhibit C DisclosureDocs™ - Software Subscription - Based on 500 Filers.**

	Task/Deliverable		Cost
Annual Software Subscription Option	Paid Annually at the beginning of the period		\$3,000.00**

\*Software Subscription is a 2 year pilot program. This price is based on 500 Filers.

\*\*This pricing is based on an evaluation pilot of the software for Inyo County. If successful after 2 years, we will revisit the modules and contract.

**DisclosureDocs™ Savings (Conservative)**

Time Saved per Filer (per Year)	DisclosureDocs Total Time Saved a Year	Cost per Hour	Total Savings Over 2 Years
1.5 hours	750 Hours a year (based on 500 filers)	\$35.00	\$52,500.00
	<b>Grand Total Savings:</b>		<b>\$52,500.00</b>

**Exhibit E Professional Service Rates**

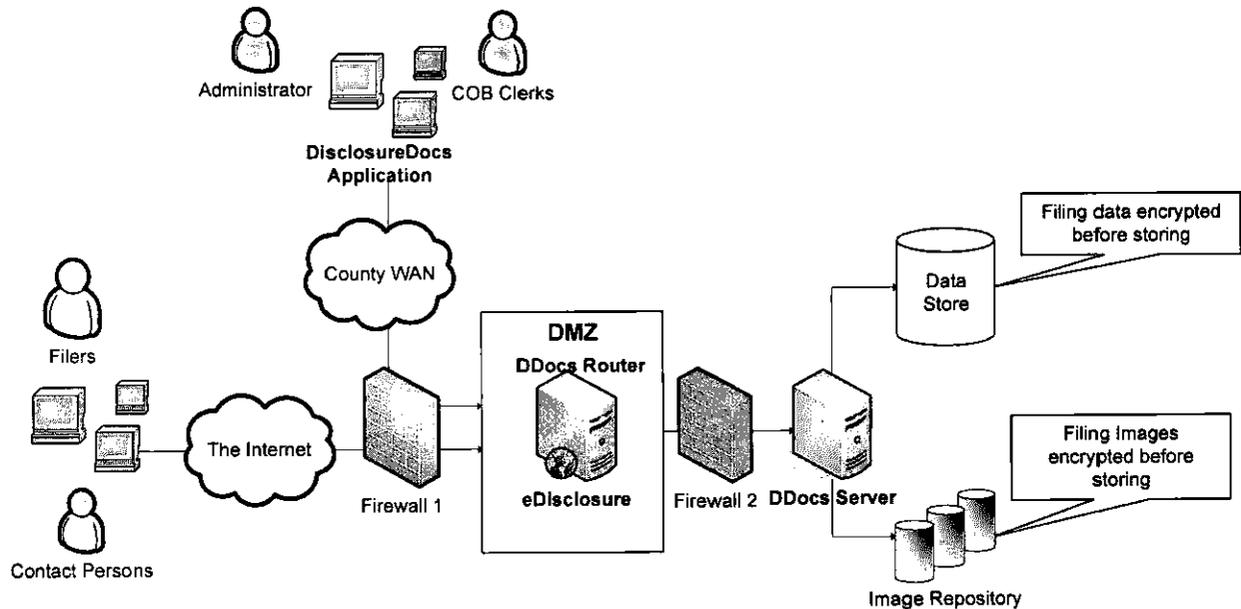
**Professional Service Rates**

SouthTech Systems, Inc.  
Hourly Rates as of January 1, 2012

<i>Position Title</i>	<i>Standard</i>	<i>Discounted*</i>
Senior Developer Design	\$225.00	\$202.50
Project Manager	\$200.00	\$180.00
Senior Programmer/Analyst	\$175.00	\$157.50
Programmer/Analyst	\$150.00	\$135.00
Trainer/Technical Support	\$125.00	\$112.50
* Customers with a SouthTech Systems software maintenance agreement qualify for a 10% discounted labor rates when purchasing additional Professional Services for design, programming and implementation of new features and added functionality.		

## Exhibit F System Hardware and Software Requirements

### DisclosureDocs.NET System Architecture



*Option 1: DisclosureDocs System Conceptual Diagram with a DisclosureDocs Router*

**DDocs Server (WCF Web Service hosted on IIS)** - provides the system common functionality.

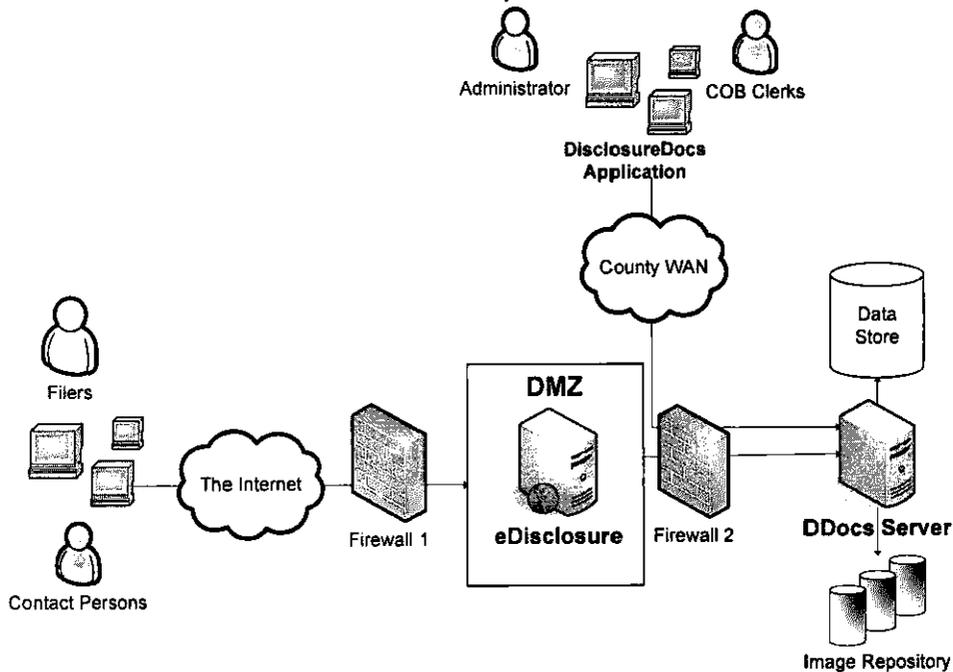
- Users Authentication
- Call Authorization
- Transaction support
- Exception Handling and Logging
- Business Logic Layer
- Data Access Layer

**eDisclosure (ASP.NET Web application hosted on IIS)** - provides Web interface to perform eDisclosure functionality.

**DisclosureDocs (Desktop Application)** - provides user interface to perform DisclosureDocs functionality. It supports ClickOnce deployment (Automatic Update Download).

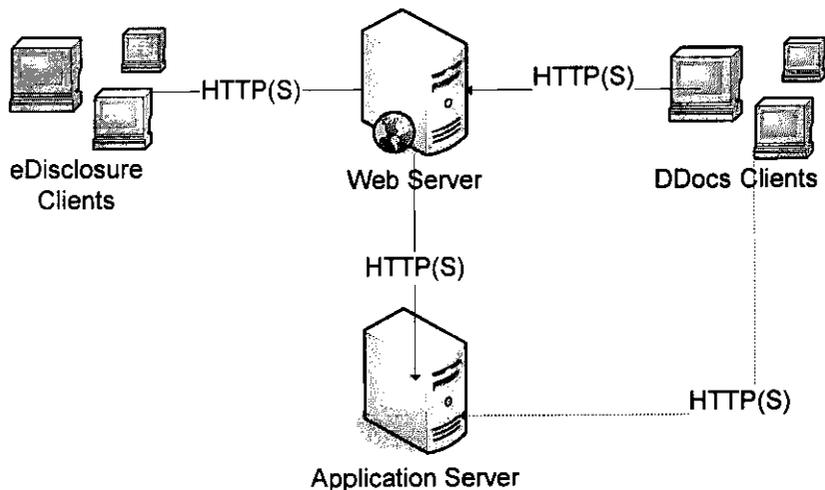
**DDocs Router (WCF Web Service hosted on IIS) - intermediate router (proxy) between DisclosureDocs Application and DDocsServer.**

This component is optional. It might be needed if there is no direct access from DisclosureDocs client(s) to Application Server (DDocs Server). This can be if Application Server is installed in an external network (i.e. a Data Center outside of your organization). Another situation that it can be useful is when you need to connect to the application server from the outside through the Internet (i.e. when DisclosureDocs is installed on a remote computer at home or in a different location).



*Option 2: DisclosureDocs System without a DisclosureDocs Router*

**Communication protocols**



*DisclosureDocs System Interaction Schema and Communication Protocols*

## System Requirements

**DisclosureDocs Database:** The system is using Microsoft SQL Server 2000 or later as the database for storage of data.

### DisclosureDocs Server:

- Operating system: Windows Server 2003 Service Pack 1, Windows Server 2008, Windows 7, Windows Vista, Windows XP Service Pack 2
- Microsoft .NET Framework 3.0 Redistributable Package
- Web Server: Internet Information Services (IIS) 5.1 or later
- Storage: 300 MB - 1 GB available hard disk space per year of use.

### eDisclosure Web application Machine:

- Operating system: Windows Server 2003 Service Pack 1, Windows Server 2008, Windows 7, Windows Vista, Windows XP Service Pack 2
- Microsoft .NET Framework 3.0 Redistributable Package
- Web Server: Internet Information Services (IIS) 5.1 or later

### eDisclosure Web Client Machine:

- Operating system: Windows 7, Windows 2000, Windows XP, Windows Vista, MAC OS
- Web browser: Microsoft Internet Explorer 6.0 or later, Mozilla Firefox (tested on 3.6), Google Chrome (tested on 9.0)
- Adobe Acrobat Reader 7.0.1 or later

### DisclosureDocs Workstations:

- Operating system: Windows 7, Windows Vista, Windows XP Service Pack 2
- Microsoft .NET Framework 3.0 Redistributable Package

**Scanner:** Twain compliant scanner with Automatic Document Feed (ADF).

**Printers:** Windows compatible. Individual or network printers are functional.

**Bar-coding:** Bar-coding technology is utilized in the system to tag scanned documents to existing entity data in the system. There is no additional equipment or software needed to functionalize the process.

## **DisclosureDocs ClickOnce Requirements (Automatic Update Download)**

DisclosureDocs desktop application is installed using Microsoft .Net Framework ClickOnce technology. ClickOnce deployment allows you to publish Windows-based applications to a Web server or network file share for simplified installation.

If you decide to also have a QA environment you would need to have separate ClickOnce packages for each environment created (Production and QA).

SouthTech System need this information from customer to prepare these packages.

1. DDocsServer address (for each environment).

i.e. [http\(s\)://YourDomain/DDocsServer](http(s)://YourDomain/DDocsServer)

2. ClickOnce location (for each environment).

ClickOnce application can be deployed to the Web or a Network Share.

### **OPTION 1: Network Location**

The location needs to be in an UNC Format:

<\\ComputerName\ShareName\Path\DisclosureDocs\Test>

<\\ComputerName\ShareName\Path\DisclosureDocs\Production>

Users who will be using DisclosureDocs should have access to this location from their computer with their credentials.

When the end user installs the application for the first time, he/she would double-click our setup.exe that is located on the Network Location. After that, every time the system is launched – it will check for an update in the Network Location.

### **OPTION 2: Web Location**

The location needs to be in an URL Format:

[http\(s\)://YourDomain/DisclosureDocsInstall/Production/](http(s)://YourDomain/DisclosureDocsInstall/Production/)

[http\(s\)://YourDomain/DisclosureDocsInstall/QA/](http(s)://YourDomain/DisclosureDocsInstall/QA/)

In this case customer will need to create a virtual directory on your Web Server and store the content of the package provided by Southtech.

When the end user installs the application for the first time, he/she would type the path in the browser :

[http\(s\)://YourDomain/DisclosureDocs/QA/DDocs.Application](http(s)://YourDomain/DisclosureDocs/QA/DDocs.Application)

After that, every time the system is launched – it will check for an update in the Web Location.

The consecutive updates will be provided by SouthTech Systems. Your staff would need to copy new packages to the corresponding location and the updates will be downloaded and installed automatically any time the user instantiates DisclosureDocs on their workstation.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
14

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

**FROM:** Probation Department

**FOR THE BOARD MEETING OF:** April 3, 2012

**SUBJECT:** Resolution Authorizing and Designating the Sheriff and Chief Probation Officer as Joint Correctional Co-Administrators of Alternative Sentencing Programs and Approval of Electronic Monitoring Fee Schedule

**DEPARTMENTAL RECOMMENDATION:** Request Board:

- 1) adopt Inyo County Resolution No. 2012 - \_\_\_\_\_, authorizing and designating the Sheriff and Chief Probation Officer as joint correctional co-administrators of alternative sentencing programs; prescribing that reasonable rules and regulations and administrative policies for the operation of these alternative sentencing programs be reviewed on an annual basis; and, approving the implementation of both voluntary and mandatory alternative sentencing programs under Penal Code 1203.016 and 1203.017; and,
- 2) authorize the Electronic Monitoring Program Fees for the usage of an electronic monitoring device.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** In an effort to address overcrowding in California's prisons and assist in alleviating the state's financial crisis, the Public Safety and Realignment Act [Assembly Bill 109 (AB 109)] was signed into law on April 5, 2011. AB 109 transfers responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation to the counties. The Public Safety Realignment Act was implemented on October 1, 2011.

Additionally, Section 1230 of the California Penal Code was amended to establish a county local Community Corrections Partnership (CCP), who shall recommend a local plan to the County Board of Supervisors for the implementation of the 2011 public safety realignment; designates the Chief Probation Officer of the county as chair of the CCP; and, consistent with local needs and resources, the plan may include recommendations to maximize the effective investment of criminal justice resources in evidence based correctional sanctions and programs, including, but not limited to, day reporting centers, drug courts, residential multi-service centers, mental health treatment programs, electronic monitoring and GPS monitoring programs, victim restitution programs, counseling programs, community service programs, educational programs, and work training programs.

Section 1203.016 of the California Penal Code provides that the Board of Supervisors may authorize the correctional administrator to operate a program under which a person committed to a county correctional facility can participate in a voluntary home detention program through the use of electronic monitoring.

The Board has already authorized the Sheriff's Department to operate voluntary programs for work release under Penal Code Section 4024.2 and said program is in use. The use of electronic monitoring devices is an additional and alternative tool that can be used by the Sheriff's Department, Probation Department, and

Superior Court as an evidence based correctional sanction. With the passing of AB109, it is expected that at some point, the Probation Department will have to co-administrate with the Sheriff's office to deal with potential jail overcrowding as a result of realignment and work collaboratively on alternative sentencing programs.

Therefore, the attached Resolution authorizes and designates the Sheriff and Chief Probation Officer as joint correctional co-administrators of alternative sentencing programs only for the purposes of the programs as defined in the Resolution and approves the implementation of both voluntary and mandatory alternative sentencing programs under Penal Code 1203.016 and 1203.017.

Under a separate Agenda Request Form on April 10, 2012, the Inyo County Community Corrections Partnership will be presenting a plan and budget in accordance with the enacted Public Safety and Realignment Act of 2011 to the Board of Supervisors.

The Corrections Partnership Plan (CCP) includes alternative custody options and Penal Code Section 1203.018 authorizes electronic monitoring for inmates being held in the county jail in lieu of bail. In addition, Penal Code Section 1203.016(e) authorizes the Court to recommend or refer a person to the Correctional Administrator or his/her designee for placement in the Electronic Monitoring Program (EMP). Adult and Juvenile Probationers may be a participant in the EMP.

There are three (3) types of electronic monitoring devices: 1) home detention; 2) GPS tracking; and, 3) alcohol bracelets. The home detention and GPS tracking can be used to restrict a person from certain areas. The target group for using GPS and alcohol bracelets is adults and the target group for using home detention is juveniles.

The Probation Department has composed an internal Alternative Sentencing Policy Manual, a copy is attached for your information, which includes a Program Fee schedule, outlining the policies, procedures and guidelines that Staff will follow when a Probationer (adult or juvenile) is a participant of the EMP. The costs associated with using an electronic monitoring device range from \$5.00 up to \$15.00 a day per unit. This cost is paid by the Probation Department and is reimbursed back to the County from the Probationer upon acceptance into the EMP or paid in advance, depending on whether the Probationer is on formal or summary probation. In addition, a \$25 application processing fee will be collected from the Probationer by the Probation Department. The EMP is anticipated to be used by the Sheriff's Department, Public Defenders, and Superior Court as an alternative to traditional methods of incarceration.

Penal Code Section 1208.2 authorizes the Board of Supervisors to set program fees. As stated above, current program fees range between \$5.00 up to \$15.00 per day per unit.

It is respectfully requested that the Board approve the Electronic Monitoring Program fees.

**ALTERNATIVES:** The Board could choose not to designate the Chief Probation Officer as joint correctional co-administrator of alternative sentencing programs. However, this is not recommended as the Public Safety and Realignment Act of 2011 transfers responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation to the counties and specifically designates the Chief Probation Officer the Chairperson of the Community Corrections Partnership. In addition, the Public Safety and Realignment Act of 2011 recommends investing in criminal justice resources, such as electronic monitoring and GPS monitoring programs, to implement evidence based corrections sanctions. If the Board chooses not to designate the Chief Probation Officer as co-administrator of alternative sentencing programs, the Board will need to give direction on how to comply with the Public



**RESOLUTION NO. 2012 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA,  
AUTHORIZING AND DESIGNATING THE SHERIFF AND CHIEF PROBATION  
OFFICER AS JOINT CORRECTIONAL CO-ADMINISTRATORS OF ALTERNATIVE  
SENTENCING PROGRAMS UNDER PENAL CODE 1203.016 AND 1203.017**

WHEREAS Section 1203.016 of the California Penal Code provides that the Board of Supervisors may authorize the correctional administrator to operate a program under which a person committed to a county correctional facility can participate in a voluntary home detention program through the use of electronic monitoring; and

WHEREAS in an effort to address overcrowding in California's prisons and assist in alleviating the state's financial crisis, the Public Safety and Realignment Act (Assembly Bill 109) was signed into law on April 5, 2011, which transfers responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation to the counties; and

WHEREAS, the Public Safety and Realignment Act amends Section 1230 of the California Penal Code to read in part, "Each county local Community Corrections Partnership established pursuant to subdivision (b) of Section 1230 shall recommend a local plan to the County Board of Supervisors for the implementation of the 2011 public safety realignment " and "consistent with local needs and resources, the plan may include recommendations to maximize the effective investment of criminal justice resources in evidence based correctional sanctions and programs, including, but not limited to, day reporting centers, drug courts, residential multi-service centers, mental health treatment programs, electronic monitoring and GPS monitoring programs, victim restitution programs, counseling programs, community service programs, educational programs, and work training programs"; and

WHEREAS Section 1203.017 provides that if conditions exist in the county jail facility that necessitate the release of sentenced misdemeanor inmates prior to them serving the full amount of a given sentence due to lack of jail space that the Board of Supervisors is authorized to implement an involuntary home detention program; and

WHEREAS Participants in the home detention program receive sentence reduction credits as time served in the correctional facility; and

WHEREAS at times conditions may exist in Inyo County's correctional facility that routinely necessitate the release of sentenced inmates prior to their sentence being fully served; and

WHEREAS Penal Code 1203.017, as to sentenced misdemeanants, provide alternative sentencing options which have the potential to relieve jail over-crowding thus increasing the likelihood that a sentence handed down by the Court is served to its completion; and

WHEREAS, Inyo County Community Correction Partnership Committee and the Board of Supervisors recognize that at times conditions may exist that necessitate the release of sentenced inmates and that electronic monitoring may be used as an evidence based correctional sanction; and

WHEREAS Inyo County Community Corrections Partnership consisting of the Chief Probation Officer, Chief of Police, the Sheriff, the District Attorney, the Public Defender representative, presiding Superior Court Judge, and Health and Human Services Director are in support and committed to the expansion of these alternative sentencing programs and sanctions; and

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors designate the Sheriff and Chief Probation Officer as joint correction co-administrators of alternative sentencing programs under Penal Code 1203.016 and 1203.017.

BE IT RESOLVED that the Inyo County Board of Supervisors approves the implementation of both voluntary and mandatory alternative sentencing programs pursuant to Penal Codes 1203.016 and 1203.017.

IT IS FURTHER RESOLVED by this Board that the Sheriff and the Chief Probation Officer shall serve as joint correction co-administrators only for the purposes of the programs defined in this resolution and shall prescribe reasonable rules and regulations and administrative policies for the operation of these alternative sentencing programs which will be reviewed by the Board on an annual basis.

Passed, approved, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the following vote of said Board:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Chairperson of the Board of Supervisors  
Inyo County Board of Supervisors

Attest: Kevin Carunchio  
Clerk to the Board of Supervisors

By: \_\_\_\_\_  
Patricia Gunsolley, Assistant

 <p><b>PROBATION</b> <b>DEPARTMENT</b> <b>ALTERNATIVE SENTENCING</b> <b>POLICY MANUAL</b></p>	<b>SECTION:</b> 500xxx	Page 1 of 1
	<b>SUBJECT:</b> EMP MISSION STATEMENT	
	<b>EFFECTIVE:</b> JANUARY 1, 2012	
	<b>LAST ADOPTED:</b> DRAFT -11/17/11	

The purpose of the Electronic Monitoring Program (EMP) is to reduce jail inmate population and overcrowding by offering as alternative to traditional methods of incarceration to all eligible and suitable offenders. On a case by case basis, electronic monitoring of defendants is also available to the Courts and to the Inyo County Sheriff to serve short-term needs such as bail or emergency passes.

The Inyo County Probation Department is committed to ensuring the safety of the community by working with offenders to maintain their compliance with the terms and conditions of their probation.

 <b>ALTERNATIVE SENTENCING POLICY MANUAL</b>	SECTION: 501xxx	Page 1 of 2
	SUBJECT: EMP MANUAL	
	EFFECTIVE: JANUARY 1, 2012	
	LAST ADOPTED: DRAFT -11/17/11	

A standardized risk/needs assessment tool in conjunction with Department approved criteria is used for determining a defendant's eligibility and suitability for Electronic Monitoring Program (EMP).

- A. **Risk Assessment:** The Probation Department currently uses the Static Risk and Offender Needs Guide (STRONG) developed by Assessments.Com to determine EMP eligibility.
- B. **Risk Level:** Section 1203.016(h)(3) of the California Penal Code requires an EMP participant to be a low-risk offender defined by the National Institute of Corrections model probation system. The Probation Department's use of the STRONG risk tool will determine the level of risk for each defendant. Defendants assessed as "low risk" will be eligible for EMP. "Moderate risk" assessments will be reviewed on a case-by-case basis by the Supervisor and/or Deputy Director.
- C. **Court Eligibility:** Pursuant to Section 1203.016(e) PC, the Court may recommend or refer a person to the Correctional Administrator or his/her designee for placement on EMP. The recommendation or referral of the Court shall be given **great weight** in the determination of acceptance or denial to the EMP.
- D. **Serious and Violent Felonies:** Defendants, who within the last seven (7) years, have had a felony conviction for violating Section 273.5 PC or a conviction of a felony listed in Section 667.5 PC, or Section 1192.7 PC are ineligible for EMP. Defendants convicted of a misdemeanor violation of Section 273.5 PC or Section 243(e)(1) PC may be eligible for EMP on a case-by-case basis. Defendants with two (2) or more DUI prior convictions (pled and proven) may be eligible for EMP on a case-by-case basis.
- E. **Custody Behavior:** A person may not be allowed to participate on EMP if it appears from jail records that the person has not satisfactorily complied with rules and regulations while in custody.
- F. **Prior Performance on Probation:** Prior poor performance while on probation may cause the defendant to be ineligible for EMP.
- G. **Warrants:** Applicants with warrants, "holds", or jail commitments in any other jurisdictions shall be ineligible for EMP.
- H. **Minimum/Maximum Sentence:** There are no minimum or maximum sentence requirements for EMP.

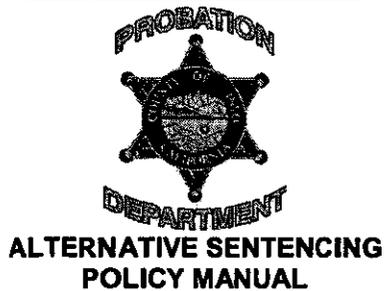
- I. Processing Time: Courts generally grant applicants two (2) to four (4) weeks to apply for an alternative sentencing program. Lacking good cause, applicants who fail to apply for EMP within ten (10) days of their jail turn-in date, forfeit their eligibility for EMP and must report to jail.
- J. Failure to Appear: Defendants who fail to appear for their scheduled EMP intake interview may become ineligible for EMP.
- K. Residency Requirements: The defendant must reside at a verifiable, legal address within Inyo County. Defendants must have a land line and/or cell phone service with no custom calling features (i.e., call waiting, three way calling, DSL, DVR, TIVO, or voice over IP) and 110 watt AC electrical service. All adult co-residents must agree to the terms and conditions of EMP.
- L. Non-Residents: Defendants who live outside the County and are found eligible and suitable for EMP by the Probation Department may request a transfer to an EMP in their home county.
- M. Notice of Acceptance: Defendants who have been found eligible and suitable for EMP shall be given written confirmation which provides booking instructions.

 <p><b>ALTERNATIVE SENTENCING POLICY MANUAL</b></p>	<p><b>SECTION:</b> 502xxx <span style="float: right;">Page 1 of 2</span></p> <p><b>SUBJECT:</b> EMP STAFFING</p> <p><b>EFFECTIVE:</b> JANUARY 1, 2012</p> <p><b>LAST ADOPTED:</b> DRAFT -11/17/11</p>
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- A. **Probation Officers:** Staffing for EMP will be made up of Deputy Probation Officers and determined by available staff resources.
- B. **Caseloads:** The ratio for EMP supervision levels is forty (40) offenders to one (1) Deputy Probation Officer.
- C. **Work Hours:** Probation Officers are expected to flex their work hours to insure adequate defendant contact after normal business hours and on weekends. Work schedules and/or schedule changes must be approved by the Deputy Director.
- D. **Overtime Pay:** In the event an officer is required to personally respond to an EMP emergency during scheduled time off, the officer may claim overtime pay. In such events the officer must be fit for duty and must promptly notify the Supervisor or Deputy Director for approval.
- E. **Staff Responsibilities:**
  - 1. **Deputy Director of Adult and Juvenile Services:** Under the general direction of the Chief Probation Officer, the Deputy Director is responsible for the daily operation of the Alternative Sentencing programs. This position provides supervision to EMP staff and performs other duties as required. Specific duties include:
    - a. Assigning cases and other work assignments to Deputy Probation Officers.
    - b. Monitor the work of EMP staff and review the Case management system regularly.
    - c. Review/approve defendant disciplinary reports, Violations of Probation Petitions, memorandums/reports to the Court, fee refund requests, and fee modification plans.
    - d. Prepare statistics, special reports, and program procedures.
    - e. Provide training to staff regarding program procedures.
    - f. Assist the Chief Probation Officer in preparing program budget and other matters as required.

SUBJECT: EMP STAFFING	SECTION: 502xxx	Page 2 of 2
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- g. Advise the Chief Probation Officer of all program issues and problems in a timely manner.
  - h. Be the primary liaison with EMP equipment vendors. Review vendor contracts and performance and make recommendations.
2. Deputy Probation Officers: Under the general supervision of the Supervisor/Deputy Director, the DPO's assigned to an EMP case will provide close supervision to offenders on EMP and perform other duties as required. The specific duties include:
- a. Book and release participants on EMP.
  - b. Perform supervision duties/case work as required, including intake, booking, field supervision, and non-resident transfers.
  - c. Review the fee refunds requests.
  - d. Make arrests, prepare Court memorandums, petitions, and reports as required.
  - e. Maintain and report statistical information as required.
  - f. Appear in Court when necessary.



SECTION: 503xxx  
SUBJECT: EMP OPERATIONS  
EFFECTIVE: JANUARY 1, 2012  
LAST ADOPTED: DRAFT -11/17/11

Page 1 of 6

**A. Application Procedures:**

1. **EMP Applications:** Defendants may obtain an EMP APPLICATION form from the Inyo County Probation Department (either Bishop or Independence office). Applications are also available at the Inyo County Jail. EMP Application packages include:
  - a. An instruction checklist.
  - b. EMP Application form.
  - c. EMP co-resident agreement/rules.
  - d. EMP Terms and Conditions.
  - e. Employment Agreement.
2. **Interview Appointments:** When completed EMP applications are returned, the DPO will schedule an eligibility interview. Defendants must show proof of the application fee payment when appointments are scheduled.
3. **Interviews:** The DPO will interview applicants to determine EMP eligibility and suitability. The following will be reviewed or determined during the interview:
  - a. The EMP application, probation file, and Court documents will be reviewed for completeness, accuracy, and appropriate signatures.
  - b. The risk assessment will be reviewed.
  - c. Program rules and procedures will be reviewed.
  - d. EMP equipment requirements will be reviewed.
  - e. Fee requirements will be discussed.
  - f. Acceptance or rejection documentation will be prepared and presented or mailed.
  - g. Custody credits will be reviewed.

4. **Application Approval:** Applicants approved for Electronic Monitoring will be provided an EMP Acceptance form or similar written notice. The notice will include the defendant's booking date, fee information, and Probation Officer assignment.
  5. **In-Custody Applications:** Defendants who are in custody may request EMP. Applications may be provided to the defendant directly. Application fees may be paid by third parties on behalf of the defendant.
  6. **Intake/Booking Procedures:** The assigned Deputy Probation Officer will book defendants onto EMP.
- B. **Intake/Booking Procedures:** The assigned Deputy Probation Officer will book defendants onto EMP.
1. **Intake:** When defendants report for booking they will be instructed to pay program fees and provide a receipt of payment. They must complete a Booking Data Sheet
  2. **Booking Interview:** During the course of the intake/booking process, the Probation Officer will obtain the following information:
    - a. The defendant's work schedule and transportation plan.
    - b. Planned medical/dental visits.
    - c. Terms and Conditions of Probation and EMP rules.
    - d. Required classes, counseling, or treatment.
    - e. Office visit schedule.
    - f. Fee payment schedule.
    - g. Law Enforcement contacts.
    - h. Drug testing requirements.
    - i. Log out equipment/sign checkout form.

The Probation Officer will then enter booking information into JALAN.
  3. **Intake from Inyo County Jail:** If the defendant is in custody at ICJ, the assigned Probation Officer must advise the Jail Sergeant of the Probation Department's intent to transfer the defendant to EMP. The assigned Probation Officer must prepare a CUSTODY TRANSFER form.

- a. The assigned Probation Officer will conduct a home visit prior to the defendant's release to insure the home meets the EMP equipment requirements.
  - b. Upon release, the Probation Officer will conduct a home visit to insure the EMP equipment is functioning properly and go over EMP rules.
  - c. Upon release from custody, the Probation Officer will advise local law enforcement of individuals serving on EMP in their jurisdictions.
- C. **Equipment Overview:** The Probation Officer will size and attach the ankle strap and transmitter to the defendant. The Officer will also review equipment operations, limitations, and possible transmission issues that may arise.
- D. **Case Supervision:** The assigned Officer will have one (1) face-to-face contact with the defendant per week. Contacts should alternate between the office and the field. The frequency of contacts may be modified as circumstances dictate.
1. **Field contacts:** Field contacts should vary in time and date so the defendant cannot anticipate pending visits. Random drug testing may occur during office or home visits. Field contacts may include home visits, job-site checks, and visits to verify treatment and/or schedule changes, if required. Probation Officer may flex their schedule to permit field contacts in the evening and on weekends.
    - a. **Officer Safety:** A "routine field visit" can suddenly turn dangerous. Officers in the field must carry safety equipment that includes; OC spray, handcuffs, a flashlight (even during daylight hours), and a hand-held radio or cell phone or both. Officers are encouraged to wear body armor. Officer shall contact local law enforcement to request assistance prior to entering a residence. The Probation Officer must "clear" with the agency when departing the residence. Under no circumstances shall a Probation Officer enter a residence alone.
    - b. **Itineraries:** To enhance Officer safety, they should submit an itinerary outlining their purposed field contacts to the Deputy Director. Officers should maintain contact with the Legal Secretaries while out in the field.
    - c. **Drug Testing:** Whether completed in the field or in the office, drug testing will be witnessed by a Probation Officer or other Peace Officer of the same sex. In cases when a same sex officer is unavailable, the test will be unwitnessed.
    - d. **Locked Gates:** Defendants on EMP must provide the Probation Officer with the access code, key, or electronic opening device to any driveway or exterior gate.
    - e. **Dangerous Animals:** Any threatening or dangerous animal at the defendant's residence must be restrained or removed.

2. **Office Contacts:** During office visits, program fees should be paid, leaves verified, and schedule changes addressed. Use office visits to review case plans, address any problems or discuss program/schedule changes.
3. **Case Management System:** Each Probation Officer assigned to monitor defendants with EMP must maintain a detailed record of client and collateral contacts, including continuance review of the Terms and Conditions of the Court order by entering the information into JALAN.
4. **Incidents – Arrests:**
  - a. **Late Return to Residence:** In such cases the Officer will investigate the incident, and if necessary, contact the defendant.
  - b. **Tampers – Unauthorized Leaves:** The Officer should telephone the defendant at their residence to investigate the incident. If it is determined the monitoring equipment has been tampered with and the defendant is not located, the Officer shall immediately notify the Deputy Director.
  - c. **Incident Reports:** Incident Reports are to be used to document unusual field or office incidents. Incident Reports are forwarded through the chain of command to the Chief Probation Officer. Incident Reports are required in the following circumstances:
    - Incidents involving use of force.
    - Incidents resulting in injury to an Officer, defendant, or others.
    - Threats to Officers or others.
    - Incidents resulting in lost or damaged department equipment.
    - Incidents resulting in damage or destruction of private property.
5. **Arrest Procedures:** At any time, if a defendant is in violation of the Terms and Conditions of EMP, formal probation, or if a law violation is discovered during the course of an officer's duty, the Officer may arrest the defendant and book him/her into the jail. The following guidelines must be followed to insure the safety of all involved and to insure legal due-process:
  - a. **Officer Safety:** While at times it may be necessary to arrest a defendant while alone, carefully consider the situation and, if possible, call for back-up or obtain the assistance of a fellow Officer. If alone, **never** attempt an arrest if the defendant is combative or resistant. The risk of injury is greatly reduced as more officers arrive on scene to assist.
  - b. **Planned Arrest:** If an arrest is anticipated for a technical violation, Officers should discuss the matter with the Deputy Director. A case review may produce other options. If the decision is made to carry out the arrest, consider the

SUBJECT: EMP OPERATIONS	SECTION: 503xxx	Page 5 of 6
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following: Officer safety, child-care needs, and/or whether to make an arrest in the field or in the office. In most cases, defendants who are to be arrested because of drug/alcohol abuse should be arrested in the field. This will permit an assessment for CPS needs if children are present and will reduce the risk of the defendant driving while under the influence.

- c. Same Sex Considerations: If an arrest of the opposite sex is anticipated, the arrest team should include a same-sex Officer. If an Officer is alone and must transport a defendant of the opposite sex, contact the Sheriff's Dispatch by radio or cell phone and advise them you are transporting a prisoner of the opposite sex. Provide your location, destination, and vehicle mileage.
  - d. Field Arrests: At times, it may be necessary to arrest a defendant in the field. If alone, call for a cover unit from local law enforcement to assist, if possible. If the arrest is planned, obtain the assistance of a second Officer. Consider other needs such as CPS, animal control, etc. Local law enforcement should be advised. The jail should be advised a prisoner is in route.
6. Fresh Charges: In the event a crime is discovered in the course of an Officer's duties, the following options are usually available:
- a. Call local law enforcement to the scene to investigate the crime. Local officers may arrest and transport the defendant on new charges. Probation Officers may be asked to prepare a "supplemental report" to the arresting officer's police report. If the crime is a narcotics violation call INET for assistance.
  - b. Call local law enforcement to the scene. Local officers may not take the lead in the investigation and only offer "assistance". In addition to arresting and transporting the defendant, Probation Officers must prepare a detailed arrest/investigation report; tag, process, and secure evidence; then forward the report to the District Attorney for prosecution. Contact the Deputy Director for assistance in such cases. **Miranda Warnings** are required.
7. Equipment Recovery: In the event a defendant is returned to custody, the assigned Probation Officer must remove the ankle bracelet during the arrest/booking procedure. The assigned Probation Officer should recover the remaining equipment at the time of arrest or by the next day.
8. Arrest Documentation: When a defendant is removed from EMP for a rule violation or a new law violation, the arresting Probation Officer must prepare the following documentation:
- a. INYO COUNTY PROBATION DEPARTMENT INCIDENT REPORT to provide written documentation of why the defendant was removed from the EMP. A copy of the removal documentation must be presented to the defendant and it must contain the defendant's appeal rights.





**ALTERNATIVE SENTENCING  
POLICY MANUAL**

SECTION: 502xxx

Page 1 of 2

SUBJECT: EMP PROGRAM FEES

EFFECTIVE: JANUARY 1, 2012

LAST ADOPTED: DRAFT -11/17/11

## **Program Fees**

- A. **Program Fees:** Program fees, authorized by Section 1208.2 of the California Penal Code, are set by the Board of Supervisors. Currently program fees range between **\$5.00 - \$15.00 per day**. Upon application, a non-refundable \$25 application processing fee is collected.
- B. **Payment Due Dates:**
- a. Formal Probation - Fees for the first seven (7) days of the program (\$105 in most cases) will be **paid in advance**. Fees will be due every seven (7) days thereafter until the defendant's time has been served.
  - b. Summary Probation – Fees will be expected to be paid in full upon acceptance of the EMP in lieu of serving jail time, for those placed on Summary Probation.
- C. **Payments:** All fees must be paid by personal appearance at the Probation Department (either Bishop or Independence locations). Fees may be paid by cash, money order, or cashier's check. Arrangements to pay fees by credit card (via on-line services) can be made through the Supervising Probation Officer.
- D. **Inability to Pay:** Pursuant to Section 1208.2(g) PC, no person shall be denied consideration for or be removed from participation on EMP because of an inability to pay all or a portion of the program fees. At any time during a person's sentence, the participant may request a suspension of fees on the grounds of a change in circumstances with regard to the person's ability to pay.
- E. **Non-Payment of Fees:** Participants with the ability to pay fees who fail to do so are subject to program removal pursuant to Section 1203.016(b)(4) of the Penal code. The participant's Probation Officer will complete and mail a **NOTICE OF INTENT TO REMOVE FROM PROGRAM** form prior to removal from EMP.
- F. **Court Fee Waivers:** Courts may determine the applicant does not have the ability to pay. Courts may waive or reduce fees. Such indications will be found on the applicant's Court orders.

- G. Fee Refunds: Participants who have made overpayments may request a fee refund. The Probation Officer will complete a REFUND OF FEES form. This form will be forwarded to the Supervisor or Deputy Director for approval. The Deputy Director will forward the form to the Account Technician for processing.
- H. Case Law Credits: No goodtime/work time credits will be granted on EMP sentences unless otherwise mandated.
- I. Drug Court Candidates and Participants: Drug Court candidates who are placed on electronic monitoring during candidacy, and Drug Court participants who are placed on electronic monitoring as a sanction, may have all fees suspended until either 30 days after successful completion of Drug Court or immediately upon Drug Court failure, at which time fees shall be collected pursuant to this policy.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

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

For Clerk's Use  
Only:

AGENDA NUMBER

15

FROM: Road Department

FOR THE BOARD MEETING OF: April 3, 2012

SUBJECT: Amend and consolidate the Prop 1B Project Lists

**DEPARTMENTAL RECOMMENDATIONS:**

1. Request that your Board approve the recommended changes to Prop 1B Project Lists and authorize the Public Works Department to submit the amended Project list to the State of California Department of Finance.
2. Request that your Board authorize the Director of Public Works to modify the approved individual project expenses, as necessary and subject to 1B funding availability.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

Proposition 1B Local Streets and Roads and Traffic Safety Account of 2006 was approved by the voters on November 7, 2006. This account is to be used for improvements to transportation facilities that will assist in reducing local traffic congestion and further deterioration, improving traffic flows or increasing traffic safety by: pavement maintenance, rehabilitation, installation, construction and reconstruction of facilities.

The State Legislature allocates funds upon bond sales and subsequent appropriation.

The annual reporting process for Prop 1B funding allows for cities and counties to amend, modify and/or make changes to an existing Prop 1B project list as needed. The Board of Supervisors must first approve these changes before they are submitted to the State of California Department of Finance.

The Public Works Department has historically come before your Board to make minor adjustments in the work plan. Additionally, the projects have historically been separated by the date when the State made the funds available to the County. In order to maintain maximum flexibility, staff recommends that your Board approve all 1B projects, as presented on the attached list, regardless of when the funds were originally received by the County.

At this time, the Public Works Department would like to amend and consolidate the previously approved Prop 1B project lists. The Public Works Department is presenting a list of proposed changes (see attachments) to your Board for approval, as well as an update on completed projects to date.

**ALTERNATIVES:**

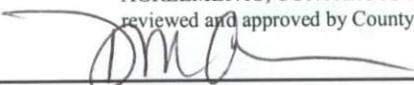
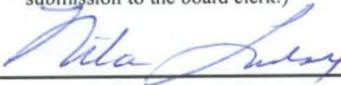
1. The Board could elect not to approve the requested changes to the Prop 1B project lists. This is not recommended, as the Road Department may have to forfeit the balance of the remaining funds that could be used for road improvements.

**OTHER AGENCY INVOLVEMENT:**

Auditors Office  
Department of Finance  
State Controllers Office

**FINANCING:**

Funds for these projects have already been received and are held in the County Treasury to be expended from the State Funded Roads Budget 034601.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>3/27/12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>3/28/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 3/28/12

**Status and Proposed Changes  
to  
2008-09 Prop 1B Projects**

The 2008-09 Prop 1B money received by Inyo County was \$306,347. In 2009 the county expended funds on the following board approved projects:

<u>Road Project</u>	<u>Requested Expenditures</u>	<u>Actual Expenditures</u>	<u>Remainder</u>
Sage Flat Rd.	\$116, 347	\$ 116,347	\$ 0

The following projects are on the list but with no expenditures to date.

Pa Me Lane	\$130,000	\$ 0	\$ 130,000
Home Street	\$ 30,000	\$ 0	\$ 30,000
Locust St.	<u>\$ 30,000</u>	<u>\$ 0</u>	<u>\$ 30,000</u>
Total	\$ 306,347	\$ 116,347	\$ 190,000

**Modification of the 2008-2009  
Prop 1B Project List**

Prop 1B rules and regulations allow the County to change projects or the scope of existing projects as necessary. However, the Board of Supervisors must approve these changes to the project list before the projects can be done. At this time, Public Works and the Road Department are requesting that the Board of Supervisors amend the 2008-09 Prop 1B list.

Remove the following road projects from the 2008/2009 Prop 1B list:

Pa Me Lane: This road is currently in the programmed for 2013/2014 STIP funding.

Add the following road projects to the 2008/2009 Prop 1B list:

Nine Mile Guardrail Project: Funds are needed to help pay for engineering and construction costs.

New (modified) 2008-09 Prop 1B List

<u>Project</u>	<u>Starting Balance</u>	<u>Requested Expenditure</u>	<u>Ending Balance</u>
Sage Flat Road	\$ 116,347	\$ 116,347	\$ 0
Home St.	\$ 0	\$ 59,000	\$ 59,000
Locust St.	\$ 0	\$ 59,000	\$ 59,000
Nine Mile Guardrail Project	<u>\$ 0</u>	<u>\$ 72,000</u>	<u>\$ 72,000</u>
Total	\$ 116,347	\$ 306,347	\$ 190,000

# INYO COUNTY 1B LSR PROJECTS

Shaded indicates completed project

Dist	Location	Project Type	Actual FY 9/10 Expenses	Actual FY 10/11 Expenses	Actual FY 11/12 YTD Exp	Total Actual 1B Costs To Date	Estimated Ttl 1B Costs
1	Brockman Lane	Chip Seal	\$ 62,039.22			\$ 62,039.22	\$ 62,039.22
4	County Road	Chip Seal	\$ 31,804.64			\$ 31,804.64	\$ 31,804.64
4	Division Creek	Chip Seal	\$ 84,323.95			\$ 84,323.95	\$ 84,323.95
2	Eastside Rd	Chip Seal	\$ 90,937.82			\$ 90,937.82	\$ 90,937.82
4	Home St	Overlay	\$ 214.52			\$ 214.52	\$ 59,000.00
4	Locust St	Overlay	\$ 683.51		\$ 328.42	\$ 1,011.93	\$ 59,000.00
5	Olancha Darwin Rd	Chip Seal	\$ 5,776.67	\$ 209,716.25		\$ 215,492.92	\$ 215,492.92
5	Tuttle Creek Rd	Overlay	\$ 67.64	\$ 596,321.24		\$ 596,388.88	\$ 596,388.88
4	West St	Overlay		\$ 49,131.21		\$ 49,131.21	\$ 49,131.21
3	W Market St	Overlay		\$ 1,372.80		\$ 1,372.80	\$ 1,372.80
1	Sawmill Rd	Overlay		\$ 103,736.31		\$ 103,736.31	\$ 103,736.31
3	Underwood Lane	Overlay		\$ 112,807.79		\$ 112,807.79	\$ 112,807.79
2	Joe Smith Rd	Overlay		\$ 58,991.99		\$ 58,991.99	\$ 58,991.99
5	Zucco Rd	Overlay		\$ 37,041.44		\$ 37,041.44	\$ 37,041.44
4	W Main St	Overlay		\$ 75,000.00		\$ 75,000.00	\$ 75,000.00
4	Cornell St	Overlay		\$ 63,000.00		\$ 63,000.00	\$ 63,000.00
1	Barlow/Dixon	Match		\$ 49,131.21		\$ 49,131.21	\$ 49,131.21
1	Ed Powers/Red Hill	Match		\$ 4,268.78		\$ 4,268.78	\$ 4,268.78
1	Mustang Mesa	Reconstruct		\$ 349,634.50		\$ 349,634.50	\$ 349,634.50
1	Riverside Rd Bridge	Match		\$ 98,598.37	\$ (53,785.37)	\$ 44,813.00	\$ 44,813.00
1	Sabrina Rd Bridge	Match		\$ 63,269.00	\$ 20,380.00	\$ 83,649.00	\$ 131,000.00
1	Pleasant Valley Rd	Reconstruct		\$ 69,171.86		\$ 69,171.86	\$ 69,171.86
	Equipment Replacement			\$ 195,277.12		\$ 195,277.12	\$ 414,096.12
5	Sage Flat Rd	Overlay			\$ 297,659.19	\$ 297,659.19	\$ 297,659.19
1	Airport Rd	Chip Seal			\$ 521.73	\$ 521.73	\$ 13,000.00
4	Fish Springs Rd	Chip Seal			\$ 845.62	\$ 845.62	\$ 85,000.00
4	Gerkin Rd	Chip Seal			\$ 3,563.54	\$ 3,563.54	\$ 110,000.00
5	Lubken Canyon	Chip Seal			\$ 2,030.23	\$ 2,030.23	\$ 33,000.00
2	Poleta	Chip Seal			\$ 3,684.49	\$ 3,684.49	\$ 83,373.00
4	Schober	Chip Seal			\$ 857.10	\$ 857.10	\$ 50,000.00
1	Pine Creek	Overlay			\$ 287,823.05	\$ 287,823.05	\$ 287,823.05
1	Lower Rock Creek	Chip Seal			\$ 1,731.57	\$ 1,731.57	\$ 105,000.00
5	Coso Rd	Overlay				\$ -	\$ 1,006,852.32
5	Nine Mile Guardrail	Match				\$ -	\$ 72,000.00
			\$ 275,847.97	\$ 2,136,469.87	\$ 565,639.57	\$ 2,977,957.41	\$ 4,905,892.00

Ttl 1B Funds Available \$ 4,905,892.00

\$ -



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

**FOR THE BOARD MEETING OF:** April 3, 2012

**SUBJECT:** Approval of Minutes

**DEPARTMENTAL RECOMMENDATION:** - Request Board approve the minutes of the Board of Supervisors Meeting of March 20, 2012.

**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](http://www.inyocounty.us).

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

**OTHER AGENCY INVOLVEMENT:** - n/a

**FINANCING:** n/a

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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

Date: \_\_\_\_\_



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
18-19-20  
21-22-23

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

**FROM: COUNTY COUNSEL**

**FOR THE BOARD MEETING OF: April 3, 2012**

**SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION**

**DEPARTMENTAL RECOMMENDATION:**

**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: Labor Relations Administrator, Sue Dishion, Information Services Director, Brandon Shultz, and Planning Director Josh Hart.

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director Child Support Services Susanne Rizo, and Chief Probation Officer Jeff Thomson.

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

**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: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

**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 3-28-12

**DEPARTMENT HEAD SIGNATURE:**

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

 Date: 3-28-12