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 10, 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)*

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

3. ***Emergency Services*** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

ENVIRONMENTAL HEALTH

4. Request approval of the Contract between the County of Inyo and Sierra Business Council for the provision of Water Lab Analytical Services, for the period of March 31, 2012 through March 31, 2016, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

HEALTH AND HUMAN SERVICES

5. ***Social Services*** – Request approval of the Contract between the County of Inyo and the State of California Department of Social Services – Community Care Licensing Division for the provision of Family Child Care Licensing functions, for the period of July 1, 2012 through June 30, 2014; and authorize the Chairperson to sign.

PLANNING

6. Request approval of Amendment No. 3 to the Contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. (DBSA), for the provision of hydrologic analysis services, to extend the Contract term to June 30, 2013, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

7. ***WATER DEPARTMENT*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists as certified by the Water Director, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the positions of Field Assistant the vacancies could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate as there may not be sufficient internal applicants to fill the requested positions; and C) approve the hiring of two seasonal Field Assistant I at Range 050PT ($13.90 – $16.87) for the period of June 1, 2012 through August 31, 2012, contingent upon the Board's adoption of a FY 2012-13 budget.

8. ***PUBLIC WORKS*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions comes from the Road Budget as certified by the Interim Public Works Director, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the positions of Heavy Equipment Operator the vacancies could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure a sufficient number of qualified applicants apply; and C) approve the hiring of two Equipment Operator I at Range 58 ($3,119 – $3,795) up to the E stop depending upon the qualifications of the candidates.

9. ***PROBATION*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists as certified by the Chief Probation Officer, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Group Counselor, the vacancy could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure the position is filled with the most qualified applicant, and C) approve the hiring of one full-time Group Counselor I at Range 62 ($3,426 - $4,166).

10. ***HEALTH AND HUMAN SERVICES – Behavioral Health Services*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists, in the Mental Health Budget as certified by the Director of Health and Human Services, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Health and Human Specialist the vacancy could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure a sufficient number of qualified applicants apply if none is found on existing lists; and C) approve the hiring of one B-Par Health and Human Services Specialist at Range 53PT ($14.89 - $18.12).

11. ***HEALTH AND HUMAN SERVICES – Mental Health Services*** – Request Board A) approve the MHSA CSS and PEI 11/12 Plan Update to access the full CSS planning amount of $851,000 and the full PEI planning estimate of $126,300 under the approved MHSA Agreement and authorize the Behavioral Health Services Director to sign; and B) as a part of the proposed MHSA PEI Plan, increase the authorized strength by one full-time Psychiatric Nurse position and find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists, as certified by the Director of Health and Human Services, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Psychiatric Nurse the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure a sufficient number of qualified applicants apply; and C) approve the hiring of one Psychiatric Nurse I at Range 78 ($4,997 - $6,074), or II at Range 80 ($5,238 - $6,371).

12. ***COUNTY ADMINISTRATOR – PLANNING*** - Request your Board:

    A) amend the Planning Budget Unit 023800 by increasing revenue in Services and Fees *(Revenue Code #4819)* by $35,000, and increasing appropriations in the Internal Charges *(Object Code #5121)* by $35,000. *(4/5th vote required);*

    B) amend the Natural Resources Budget Unit 010204 by increasing revenue in Intra County Charges *(Revenue Code #4891)* by $35,000, and increasing appropriations in Professional and Special Services *(Object Code #5265)* by $35,000. *(4/5th vote required);* and

    C) approve Amendment No. 3 to the Contract between the County of Inyo and Gruen Gruen + Associates, increasing the amount of the Contract by $35,000, for a total contract amount not to exceed $155,000, contingent upon the Board's adoption of future budgets, and authorize the County Administrator to sign, contingent upon appropriate signatures being obtained.

13. ***CLERK OF THE BOARD*** – Request approval of the minutes of the March 27, 2012 Board of Supervisors Meeting.

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

10:30 a.m. 14. ***HEALTH AND HUMAN SERVICES – Senior Services*** – Request Board approve the Proposal of Designation as the Area Agency on Aging (AAA) for Planning and Service Area (PSA) 16, requesting the California Department of Aging (CDA) designate the County of Inyo as the Eastern Sierra Area Agency on Aging (ESAAA), and authorize the Chairperson to sign the cover letter.

11:00 a.m. 15. ***PROBATION*** – Request Board A) approve the local Community Corrections Partnership Plan in accordance with the Public Safety and Realignment Act of 2011 and as recommended by the Community Corrections Partnership (CCP) and approved by the Executive Committee pursuant to Penal Code Sections 1202 and 1230.1; B) authorize the Chairperson to sign the Plan; and C) designate the Probation Department as the Supervising Entity for post-release community supervision offenders pursuant to Penal Code §3451. *(4/5's vote of the Board required in order for the plan to not be approved.)*

1:00 p.m. 16. ***COUNTY ADMINISTRATOR – Integrated Waste Management*** – Request Board conduct a workshop on the County of Inyo's compliance with AB 341: Mandatory Commercial Recycling (effective 7-1-12).

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

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 – Title IHSS – Negotiators: Health and Human Services Director Jean Turner, Labor Relations Administrator Sue Dishion, and Employer of Record Anne Parkinson Noda and Bill May.

24. ***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

25. ***SOUTHERN INYO AIRPORT ADVISORY COMMISSION*** – Agenda for the April 25, 2012 meeting.

26. ***BIG PINE UNIFIED SCHOOL DISTRICT*** – Notification of a Public Hearing on April 10, 2012 at 6:30 p.m., in the Superintendent's Conference Room at Big Pine High School to consider a resolution implementing school facilities fees in accordance with Education Code §17620.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
3

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF April 10, 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

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

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

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
4

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

FROM: Marvin Moskowitz, Director, Environmental Health Services

FOR THE BOARD MEETING OF: **April 10, 2012**

SUBJECT: Contract With Sierra Business Council To Provide Water Lab Analytical Services

DEPARTMENTAL RECOMMENDATION:

Request Board approve, contingent upon inclusion of all the required signatures, a contract entitled "Agreement Between County of Inyo and the Sierra Business Council For The Provision Of Water Sample Analyses Services" for the period of March 31, 2012 through March 31, 2016, contingent upon adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Sierra Business Council, in conjunction with the Lahontan Regional Water Quality Control Board, is conducting a study of the microbiological quality of some of the surface waters in the Inyo National Forest. The Inyo County Environmental Health Services water laboratory is certified by the State of California to conduct the bacteriological analyses required by the Sierra Business Council. Due to the short sample hold times, and the close proximity of the Inyo County lab to the sampling area, the Sierra Business Council has requested Inyo County to enter into a contractual agreement with them to provide some of these lab services.

ALTERNATIVES:

Decline to enter into a contractual agreement to provide the requested lab services.

Decline to enter into a contractual agreement, but offer the requested lab services with payment via other means.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This contract will increase net revenue to the water laboratory of approximately $2,000 - 3,000 per year. This will ultimately decrease the Environmental Health budget net county cost for the next several years.

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 3/29/12
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 3/30/12
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 4/2/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Marcus Mahoney Date: 4/3/12

AGREEMENT BETWEEN COUNTY OF INYO
AND The Sierra Business Council **FOR THE PROVISION OF**
Water Sample Analyses **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has been requested to provide laboratory services to the Sierra Business Council of Truckee, 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 County shall furnish to the Contractor, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the Contractor to the County to perform under this Agreement will be made by Kris Kuyper, whose title is: Project Director.

Services and work provided by the County at the Contractor'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. In addition, the County shall perform such services in a time and manner which does not interfere with the operations of the County.

2. TERM.

The term of this Agreement shall be from March 31, 2012 to March 31, 2016 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. Any travel expenses incurred by County in connection with this Agreement shall be reimbursed at the rate set out in the County travel policy.

C. Billing and payment. County shall submit to the Contractor , once a month, an itemized statement of all services and work described in Attachment A, which were done at the Contractor's request. 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, Contractor shall make payment to County on the last day of the month.

4. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by County or County's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

5. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

6. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

7. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

8. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

9. SEVERABILITY.

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

10. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

11. AMENDMENT.

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

12. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo
Environmental Health Services — Department
168 N. Edwards — Street
Independence, CA 93526 — City and State

Contractor:
Sierra Business Council — Name
P.O. Box 2428 — Street
Truckee, CA 96160 — City and State

13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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AGREEMENT BETWEEN COUNTY OF INYO
AND The Sierra Business Council **FOR THE PROVISION OF**
Water Sample Analyses **SERVICES**

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

COUNTY OF INYO

By:_____

Dated: _____

CONTRACTOR

By:_____
Signature

_____
Print or Type Name

Dated:_____

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 THE SIERRA BUSINESS COUNCIL FOR THE PROVISION OF WATER SAMPLING ANALYTICAL SERVICES

Term:

FROM: March 31, 2012 TO: March 31, 2016

SCOPE OF WORK:

A. Logistics and Transfer of Samples

Due to the short holding time for bacteria samples, field sampling staff will deliver samples to the County within 6 hours of collection. Field sampling staff will provide advanced notice to the Contractor of sample delivery. The number of samples submitted at any time may vary however field staff will provide an estimated number of samples during the advance notice.

B. Bacteriological Monitoring Program

The Lahontan Regional Water Quality Control Board (Lahontan Water Board) and Sierra Business Council (SBC) are conducting bacteriological monitoring in the Lahontan Region. Field staff will collect water samples for analysis of fecal coliform and potentially E. coli bacteria concentrations. Samples will be collected from various locations and land uses in the region and submitted to the County for analysis.

C. Sampling Supplies

Sample collection containers, refrigerants (ice packs), preservatives, coolers, labels, and chain-of-custody forms shall be provided by the County at no additional cost. If the County does not have a lab specific chain-of-custody form, the field sampling staff will provide one.

D. Documentation and Handling of Samples

The County shall provide and use labels and chain-of-custody forms as standard procedure. If the County does not have lab specific labels or chain-of-custody form, the field sampling staff will provide one. The labels and forms shall provide and identify space for entry of the following information:

<u>Labels</u>

a) Site or project name
b) Sample identification number
c) Sampler's initials
d) Date and time samples were collected

e) Preservative(s) used

Chain-of-Custody Forms

a) Sample site or project name
b) Sampler's name and telephone number
c) Sample identification number
d) Date and time sample collected
e) Number and type of containers
f) Preservative(s) used (if any)
g) Type of sample
h) Analysis requested
i) Turnaround time requested
j) Remark space for additional information
k) Date and time sample relinquished and received
l) Space for relinquishing and receiving person's signature

E. Disposal of Samples

The County shall be responsible for appropriate disposal of all samples when the analyses are completed.

F. Laboratory Procedures

Analyses and determinations must be performed by qualified personnel in accordance with the current approved test procedures described by the United States Environmental Protection Agency (USEPA) in the Code of Federal Regulations (CFR), Title 40, Part 136, "Guidelines Establishing Test Procedures for the Analysis of Pollutants"; USEPA publication SW-846 "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", Standard Methods, or by the Department of Health Services (DHS) in the California Code of Regulations (CCR), Title 22, Division 4, Chapter 19. The test procedures may be modified subject to application for and approval of alternate test procedures under CFR, Title 40, Part 136.4 and 136.5. Analysis for constituents not covered by the referenced documents shall be performed in accordance with customary test procedures.

Any analysis not performed in whole or in any part in accordance with the provisions and requirements specified above, or in accordance with an approved alternate test procedure, shall be rejected in its entirety and no payment shall be made therefore or for the results thereof.

G. Analytical Quality Control

The County's laboratory and any subcontracting laboratories shall maintain a quality assurance/quality control (QA/QC) program. The Lahontan Water Board or SBC Project Representative may request at any time a copy of the laboratory's QA/QC program manual for review, to be provided by the County. The County must adhere to strict quality control procedures, utilize approved analytical methods, and submit analytical data in a standardized format, as detailed in this Exhibit.

The County must be committed to maintaining analytical excellence as demonstrated by an on-going program to upgrade equipment, train personnel in state-of-the-art methods, and improve detection limits as new technology emerges. The County is expected to maintain their capabilities consistent with accepted industry-wide best available technology.

Duplicate, split, or blank samples may be submitted to the County without warning, together with other samples. The County shall not be notified until analyses are complete that such samples have been submitted. Payment shall be made for analyses of such samples.

H. Laboratory Inspection

At the request of the Lahontan Water Board or SBC Project Representative, the County shall permit its laboratory facilities to be inspected in order to ensure that all analyses conform to the methods specified in this Agreement. The County shall furnish information, upon request, about any specific analysis and personnel shall be available to answer any questions appropriate to the capability of the County's laboratory.

I. Analytical Capabilities

Reporting limits shall be at least as sensitive as the more restrictive of those listed in Table 1, "Reporting Limits for Bacteria Monitoring Program" or required for analysis of pollutants under CFR, Title 40, Part 136, or analysis of drinking water under CCR, Title 22, Division 4, Chapter 15, or CFR, Title 40, Part 141.

Table 1
Methods and Reporting Limits for Bacteria Analyses

Analyte	Method	Method Detection Limit	Lower Reporting Limit	Upper Reporting Limit (if applicable)
Fecal Coliform (MPN)	SM 9221E (15 tube)	NA	<2 MPN	>1600
E. coli (MPN)	SM 9221F (15 tube)	NA	<2 MPN	>1600
E. coli (colilert)	SM 9223B	NA	Absence	Presence

Data reports generated by the County for work performed under this Agreement will be reviewed by multiple parties involved in the project. The County is expected to thoroughly review all reports prior to submittal to the Lahontan Water Board, SBC, or their designee. The County will promptly resolve any data inconsistencies brought to their attention.

J. Reports and Submittal Procedure

The County will prepare a written report documenting all the activities associated with each sample analysis. Timeframes for submittal of written and electronic analytical reports shall be as described in Section M of this Attachment. Contents of the analytical reports shall include the following:

a. Sample description
b. Sample number
c. Copy of Chain-of-custody form/analysis request documents
d. Date and time samples were collected
e. Date and time samples were received by the laboratory
f. Analytical methods used
g. Analysis results
h. Dilution factors used
i. Sample matrix and phase (total or dissolved)
j. Date and time samples were analyzed*
k. Analyst's initials
l. Reporting limits and method detection limits
m. Notation of flagged results and definition of flags used
n. Laboratory Quality Assurance/Quality Control results
o. Discussion of any deviations from approved methods, any Quality Assurance/Quality Control issues, and any other analytical problems encountered

*Any missed analytical holding times shall be noted on the report.

When analyses are complete, the County shall submit a hard-copy of written results to the Lahontan Water Board Project Representative below:

Laurie Scribe
California Regional Water Quality Control Board, Lahontan Region
2501 Lake Tahoe Boulevard
South Lake Tahoe, CA 96150

K. Timeframes for Laboratory Analysis and Submittal of Results

The County shall complete sample analysis within timeframes required by approved test procedures, and within USEPA holding times. Payment shall not be made for analyses that are not performed within the required holding time when the County is at fault. For bacterial analyses, samples will be submitted to the laboratory within 6 hours of collection.

For routine analytical requests, test results shall be available (by telephone, e-mail, or fax) within ten (10) working days, and the official analytical report must be mailed to the Lahontan Water Board within fifteen (15) working days of sample receipt by the laboratory.

If requested to do so by the SBC Project Representative or designee, the County shall provide shorter turnaround times according to the following schedule:

TURNAROUND TIME FRAME	RESULTS PROVIDED WITHIN	OFFICIAL REPORT MAILED WITHIN
Urgent	48 Hours	5 Working Days
Accelerated	5 Working Days	10 Working Days
Routine	10 Working Days	15 Working Days

For Urgent or Accelerated samples, test results ***must*** be provided to the SBC Project Representative or designee by telephone, e-mail, or fax, and the official report mailed within the timeframes indicated above. The timeframes indicated above commence from the time that the County receives the samples. The County may formally request an extension of the reporting deadlines from the Lahontan Water Board Project Representative or designee on a case-by-case basis if there's extenuating circumstances.

For Urgent or Accelerated samples, the County shall be paid at the special rates identified in Section N. Table 2 Costs Table.

Recurrent failure to meet holding time requirements, or to produce analytical results within the turnaround timeframes requested by the SBC, may be grounds for termination of the Agreement.

L. Subcontracting of Laboratory Analysis

Given the short holding times for bacteria samples, the sample analysis may not be subcontracted to another laboratory.

M. Invoices

Invoices shall be submitted monthly to the SBC and to the Lahontan Water Board Project Representative listed in Section J above.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND THE SIERRA BUSINESS COUNCIL FOR THE PROVISION OF WATER SAMPLING ANALYTICAL SERVICES

Term:

FROM: March 31, 2012 TO: March 31, 2016

SCHEDULE OF FEES:

Cost Table		
Analyte	**Method**	**Cost per analysis**
Fecal Coliform (MPN)	SM 9221E (15 tube)	$84*
E. coli (MPN)	SM 9221B (15 tube)	$84*
E. coli (colilert)	SM 9223B	$31*
Urgent Turnaround	any	2 times standard cost
Accelerated Turnaround	any	1.5 times standard cost

*These costs are valid for calendar year 2012, per the Inyo County Environmental Health 2012 Fee Schedule. Fee schedules are reissued each year and future year samples will be charged at that year's rate, as indicated in the Fee Schedule. As a reference, fees have increased approximately 3% a year over the past four years.

For Clerk's Use Only:
AGENDA NUMBER

5

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: April 10, 2012

SUBJECT: Approval of the contract for Community Care Licensing Services.

DEPARTMENTAL RECOMMENDATION:
Request approval of the contract between the County of Inyo and the State of California Department of Social Services (CDSS) - Community Care Licensing Division for the provision of Family Child Care Licensing functions, for the period of July 1, 2012, through June 30, 2014, and authorize Jean Turner, Director of Health and Human Services, to sign, contingent upon the approval and adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The Department of Health and Human Services houses a Child Care Licensing Program in its Children's Social Services division. This is the State's standard contract for the provision of licensing services for Family Child Care with the California Department of Social Services (CDSS). This program implements, enforces, and complies with the California State laws, rules, regulations, standards, and policies pertaining to the licensing of Family Child Care homes pursuant to the California Code of Regulations Title 22, Division 12, Chapter 3; the California Health and Safety Code, California Child Day Care Act; and the CDSS Community Care Licensing Division's Evaluator Manual.

The attached contract for the period beginning July 1, 2012, through June 30, 2014, will authorize Inyo County Health and Human Services to continue providing these program services.

ALTERNATIVES:
Licensing of Family Child Care Homes would be conducted by the California Department of Social Services (CDSS) Community Care Licensing Division should the contract not be authorized. Other counties that use the State for licensing services experience lengthy time delays in the provision of those services.

OTHER AGENCY INVOLVEMENT:
The licensing program works in coordination with Child Care Connection (CCC), a resource and referral program administered through the Inyo County Office of Education. Staff members of both CCC and HHS Licensing coordinate training opportunities and provide support to local licensed child care providers.

FINANCING:
Funding is available through State and Federal Allocations. This revenue will be recognized in the Social Services Budget (055800). No County General Funds will be used for these services.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes Date: 3/16/2012
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: ✓ Date: 3/19/12
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: 3/20/12
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 3-20-12

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
12-1001
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
California Department of Social Services

CONTRACTOR'S NAME
Inyo County Health and Human Services

2. The term of this Agreement is: 7/1/2012 through 6/30/2014

3. The maximum amount of this Agreement is: $0.00 Zero dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	7 page
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C* – General Terms and Conditions	GIA101
Check mark one item below as Exhibit D:	
[X] Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	4 pages
[ ] Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	1 page
	page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Inyo County Health and Human Services

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
162 Grove Street, Suite J, Bishop, CA 93514

STATE OF CALIFORNIA

AGENCY NAME
California Department of Social Services

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Deborah Pearce, Chief, Administration Division

ADDRESS
744 P Street, M.S. 8-14-747, Sacramento, CA 95814

California Department of General Services Use Only

☐ Exempt per:

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
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Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C* – General Terms and Conditions	GIA101
Check mark one item below as Exhibit D:	
[X] Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	4 pages
[ ] Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	1 page
	page

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Inyo County Health and Human Services

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
162 Grove Street, Suite J, Bishop, CA 93514

STATE OF CALIFORNIA

AGENCY NAME
California Department of Social Services

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Deborah Pearce, Chief, Administration Division

ADDRESS
744 P Street, M.S. 8-14-747, Sacramento, CA 95814

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

DEFINITION: The "Child Care Program Office" is defined to mean the California Department of Social Services (CDSS) Community Care Licensing Division's (CCLD) office responsible for child care licensing throughout the State.

A. Contractor agrees to provide to the California Department of Social Services (CDSS) licensing functions as described herein:

1. Pursuant to the California Health and Safety Code Section 1596.82, Inyo County Department of Health & Human Services is established as the entity responsible for performing CDSS' Family Child Care Home (FCCH) licensing functions within Inyo County.

2. Implement, enforce and comply with all California State laws, rules, regulations, standards, and policies pertaining to the licensing of FCCHs pursuant to the:

   a. California Code of Regulations (CCR) Title 22, Division 12, Chapter 3.

   b. California Health and Safety Code, California Child Day Care Act.

   c. CDSS' CCLD Evaluator Manual.

3. Ensure that staffing in its Licensing Program will be at a level consistent with the allocation and the current workload standard for full-time employees as specified in CDSS' County Fiscal Letter annually issued upon the release of the State Budget Act.

4. Permit CDSS to inspect, review or otherwise monitor all activities, procedures, records, reports or forms related to Contractor's FCCH licensing activities.

5. CDSS' CCLD Evaluator Manual

   a. Ensure that CDSS issued Evaluator Manuals are kept current and that all licensing memoranda, including a copy of this Agreement, are immediately provided to licensing staff.

   b. Do not implement policies and procedures of its own which conflict with or in any way supersede CDSS' CCLD Evaluator Manual or any CDSS issued written policy and protocol directives.

EXHIBIT A
(Standard Agreement)

c. Perform the following CDSS' CCLD Evaluator Manual mandatory program activities:

(1) Process applications for licensure including pre-licensing on-site visits;

(2) Conduct periodic evaluations, including on-site and caseload management visits.

(3) Conduct random and required annual visits.

6. Conduct complaint investigations as specified in CCLD's Evaluator Manual:

a. Except as otherwise allowed in CDSS' CCLD Evaluator Manual, an on-site visit shall be made within ten calendar days in response to any complaint.

b. Investigations shall include, but not be limited to, interviews of victims, suspects, and witnesses whenever necessary to establish if licensing violations have occurred.

7. Document all facility visits using the State LIC 809, "Facility Evaluation Report", and/or 9099, "Complaint Investigation Report".

8. Maintain a complaint log, which shall be available for review by CDSS' CCLD Child Care Program Office. Each complaint shall contain the following information:

a. Identity of the facility involved.

b. Complaint allegations.

c. Date complaint received.

d. Identity of Contractor's investigator.

e. Date complaint referred to Contractor's Investigation Unit, if applicable.

f. Date mandatory ten-day facility site visit due.

g. Date site visit made.

h. Resolution of each complaint allegation.

EXHIBIT A
(Standard Agreement)

i. Note that further investigation is required if the complaint cannot be resolved within 30 days after the initial site visit.

j. Date the complaint investigation is reviewed and approved by Contractor Licensing Supervisor.

9. Perform a case assessment and initiate the appropriate course of action when:

   a. A complaint is substantiated.

   b. The licensee of a FCCH chronically fails to meet licensing requirements.

   c. The licensee is otherwise found to be non-compliant.

10. Seek legal and administrative remedies, which include, but are not limited to:

   a. Complete the Statement of Facts package, with all documentation.

   b. Submit the case with the Contractor's recommendation to CDSS' CCLD Child Care Program Office.

11. Perform other activities including, but not limited to:

   a. Participate in meetings and periodic Contractor reviews with CDSS' CCLD Child Care Program Office staff.

   b. Cooperate in the development of corrective action plans; compilation, review and reporting data required for CDSS and local data systems.

   c. Train licensing staff in the operation of the licensing program.

   d. Remit all licensing, and civil penalty fees collected to CDSS per Evaluator Manual section(s) 2-7000 and 3-1050.

12. Investigations

   a. Conduct investigations and provide documentation as CDSS deems necessary in support of legal actions to be taken by CDSS to sustain the denial of licenses and/or to gather evidence in support of any action referred to CDSS to revoke or temporarily suspend any license. This includes, but is not limited to:

EXHIBIT A
(Standard Agreement)

(1) Provide assistance, upon reasonable notice, in serving subpoenas upon witnesses.

(2) Transport witnesses to the hearing location.

(3) Provide assistance for any litigation in which CDSS is a party involving a FCCH licensed by the Contractor.

b. Carry out the written determination made by CDSS in any matter regarding the issue, denial or revocation of a FCCH license.

c. All protocols and procedures developed by the Contractor for identifying problems in FCCHs and for investigating complaints shall:

(1) Meet the requirements of Section A, Contractor Responsibilities, Paragraph 2, Sub-paragraphs a., b., and c.

(2) Be approved in advance by CDSS' CCLD Child Care Program Office.

(3) Any changes to original protocols shall first be approved by CDSS' CCLD Child Care Program Office.

13. Training

a. Ensure that all Contractor's licensing supervisors or designee shall annually attend 16 hours of training provided by CDSS' CCLD. Licensing supervisors shall ensure that field staff is trained in these areas. Times and locations for the training shall be agreed upon by CDSS and Contractor.

b. Ensure that in addition to the 16 hours of annual training, all contractors' new licensing field staff shall complete the CDSS' CCLD Child Care Program Office mini-academy training modules.

(1) Mini-academy training modules shall be completed within two years of the effective date of the Agreement or within 24 months after employment, whichever is later.

(2) Times and locations for the training shall be agreed upon by CDSS and the contractor.

c. The contractor shall provide the following training to be in compliance with Health and Safety Code Section 1596.87(a) through (c):

EXHIBIT A
(Standard Agreement)

(1) Thirty-six (36) hours of staff training per year reflecting the unique needs of children to include the following:

(a) Regulation administration.

(b) Communication skills.

(c) Writing skills.

(d) Human relations skills.

(2) Provide new staff with comprehensive training, which at a minimum, shall include the following:

(a) Administrative action process.

(b) Client populations.

(c) Conducting facility visits.

(d) Cultural awareness.

(e) Documentation skills.

(f) Facility operations.

(g) Human relations skills.

(h) Interviewing techniques.

(i) Investigation processes.

(j) Regulation administration.

d. Training provided by either the County Liaison or other CCLD staff may be counted as meeting part of the 36-hour and/or new staff training requirements.

e. At least 40 hours of pre-service training in child development or early childhood education to all new staff who have earned fewer than 16 semester units in child development or early childhood education from an accredited college.

EXHIBIT A
(Standard Agreement)

f. Ensure that staff complete the mandated training; and, upon request, advise CDSS how the training requirements are being met.

14. Meetings

a. Ensure that appropriate staff attend CDSS' CCLD Child Care Program Office sponsored FCCH licensing supervisor meetings or conference calls at a time and location agreed upon by CDSS and contractor.

B. CDSS Child Care Program Office agrees to provide the following services as described herein:

1. Pursuant to the California Health and Safety Code Section 1596.82, CDSS is established as the entity responsible for performing CDSS' Family Child Care Home (FCCH) licensing functions within Inyo County.

2. Monitoring

a. Review, monitor and approve Contractor's fiscal expenditures to ensure compliance with this Agreement.

b. Monitor and evaluate Contractor's compliance with the terms of this Agreement and request modification(s) to this Agreement as appropriate.

c. CDSS may periodically conduct system reviews and provide technical assistance when needed.

3. Training

a. Provide a training program for Contractor's FCCH licensing staff to include the following:

(1) Sixteen (16) hours of training to be presented annually for all Contractor licensing supervisors or designees.

(2) Training given by either the County Liaison or other CCLD staff may consist of classroom settings, conference calls, electronic mail, mailings, legal consultation, and licensing meetings.

b. Mini-academy training modules shall be presented to new staff within 24 months after employment. The mini-academy training modules shall include:

EXHIBIT A
(Standard Agreement)

(1) A selection of existing modules used by the CDSS' CCLD Central Training Unit to train CCLD field staff;

(2) Criteria deemed mandatory by CDSS' CCLD Deputy Director for all FCCH licensing analysts.

(3) Times and locations for training presented by CDSS' CCLD Child Care Program Office or other CCLD staff shall be agreed upon by CDSS and Contractor.

4. Meetings

a. CDSS shall organize regional meetings for Contractor's FCCH licensing supervisors to be held at a minimum of every six months. The meetings may be conducted by conference calls and shall include, but not be limited to:

(1) Updates and instructions on new legislation, regulations, policies and procedures; and

(2) Technical assistance.

C. The project representatives during the term of this agreement will be:

CDSS

Name: Laurie Lewis
Phone: (916) 651-0266

Inyo County, Department of Health and Human Services

Name: Marilyn Mann
Phone: (760) 872-1727

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Agreement Amount

1. The maximum amount payable under this agreement shall not exceed the amount of annual allocation specified through CDSS' Fiscal Letter (CFL) for Family Child Care Homes (FCCH) which is issued yearly upon the release of the annual State Budget Act. Final allocations, for specific State Fiscal Years are subject to redistribution based on Contractor expenditure levels prior to the reversion of allocation surpluses to the General Fund.

B. Licensing Processing Fees and Penalties

1. Contractor agrees to be responsible for collecting licensing and processing fees and penalties. Contractor shall remit to CDSS in one check to CDSS on a monthly basis per CDSS' Evaluator Manual Reference Material Section(s) 3-1050 Annual Visits/Fees and 2-7000 Collection of Civil Penalties. The check shall be sent to:

   California Department of Social Services
   Community Care Licensing Division
   744 P Street, MS 9-3-67
   Sacramento, CA 95814

C. Invoicing and Payment

1. For services satisfactorily rendered and upon receipt and approval of County Expense Claims (CEC), CDSS agreed to reimburse the Contractor for actual expenditures incurred in accordance with the specifications of this Agreement and the annual CFL for FCCH.

2. Contractor agrees to submit only those actual administrative expenditures incurred while performing those activities needed to meet the requirements as specified in Exhibit A, Scope of Work.

3. Contractor agrees to submit CECs for no more than the amount of CDSS' Allocation.

4. CECs shall include the Agreement Number 12-1001 and Index Code 3810, and be submitted quarterly in arrears as specified in the CDSS' CFL defining how counties are to submit CECs.

5. CECs not containing this information will be returned with a request to include the Agreement number and/or Index Code.

EXHIBIT B
(Standard Agreement)

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

D. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

E. For Contract With Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

F. Prompt Payment Clause

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

EXHIBIT B
(Standard Agreement)

G. Review

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

H. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:

   a. the decision under dispute;
   b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
   c. identification of all documents and substance of all oral communication which support Contractor's position; and
   d. the dollar amount in dispute, if applicable.

2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:

   a. a description of the dispute;
   b. a reference to pertinent contract provisions, if applicable;
   c. a statement of the factual areas of agreement or disagreement; and
   d. a statement of the representative's decision with supporting rationale.

3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

   California Department of Social Services
   744 P Street, M.S. 8-14-747
   Sacramento, CA 95814
   Attention: Chief, Contracts Bureau

   Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

B. Termination Without Cause

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

EXHIBIT D
(Standard Agreement)

C. Debarment and Suspension

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

D. Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of $100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

    c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

EXHIBIT D
(Standard Agreement)

2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than $10,000 and not more than $100,000 for each such failure.

E. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

F. A-133 Audit

Pursuant to Office of Management and Budget (OMB) Circular A-133 §___.200 "Audit Requirements", non-federal entities that expend $500,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB §___.320 "Report Submission" and a copy shall be forwarded to CDSS.

G. Subcontractors

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

H. Indirect Costs/Administrative Overhead

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services;

EXHIBIT D
(Standard Agreement)

general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first $25,000 of each subcontract. Any subcontractor receiving $25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

A. Incompatible Activities

No person in the County Licensing Program shall engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his/her duties as a licensing worker or County employee with the duties, functions or responsibilities of the licensing program or the County as outlined in the section entitled "Conduct and Discipline" and "Conflict of Interest" of the California Department of Social Services Administrative Manual, Personnel Handbook.

1. The County shall not license a family child care home if the licensee, applicant, or spouse thereof, is employed by the County's Child Welfare Services Division. The County shall refer all cases to the regional office for licensure by the State.

B. Confidentiality Requirements

California Welfare and Institutions Code 10850 allows CDSS to share information with California counties in compliance with CDSS regulations under Division 19.

C. Criminal Record Clearance

County director or his/her designee shall request a criminal record clearance, from the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), for all county employees or volunteers, performing licensing regulatory duties, who have frequent and routine contact with children or who have access to licensing files. The criminal record clearance information shall be delivered to the county. Criminal record clearance requests will include subsequent notification service that is to be delivered to the county. If it is found that the employee or volunteer has been convicted of a crime, other than a minor traffic violation, the county director or his/her designees shall determine whether there is substantial and convincing evidence to support a reasonable belief that the employee or volunteer is of good character so as to justify frequent and routine contact with children or have access to the confidential information in licensing files. The county will be responsible or notifying CDSS of the designated person managing the criminal record checks.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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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 ☐ Closed Session ☐ Informational

FROM: Planning and Water Departments

FOR THE BOARD MEETING OF: April 10, 2012

SUBJECT: Amendment No. Three to the Contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. (DBSA).

DEPARTMENTAL RECOMMENDATION: Request the Board approve Amendment No. Three to the Contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. (DBSA) to extend the contract term to June 30, 2013 for the provision of hydrologic analysis services, and authorize the Chairperson to sign, contingent upon obtaining the appropriate signatures and adoption of future budgets.

SUMMARY DISCUSSION: On March 11, 2009 the Inyo County Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified an associated Environmental Impact Report (EIR), which permitted the Coso Operating Company (Coso) to extract groundwater from two existing wells on its Hay Ranch in the Rose Valley and transport it via pipeline to Coso's geothermal plant at China Lake Naval Air Weapons Station nine miles east. Conditions of approval include a Hydrologic Mitigation Monitoring Plan (HMMP), which provides a mechanism to monitor groundwater levels in the Rose Valley and to regulate Coso's groundwater pumping to ensure less than significant impacts. Subsequently, an appeal was filed and the Board upheld the Planning Commission's decision on May 6, 2009.

As required by the CUP, EIR, and HMMP, the Water Department issued an Addendum to the HMMP on April 1, 2011, which describes the baseline groundwater levels and the changes to the groundwater level triggers, pumping rate, and duration of pumping approved by the Water Department. Mr. Thomas Schneider appealed the Water Department's issuance of the HMMP Addendum to the Planning Commission. On June 1, 2011 the Inyo County Planning Commission denied Mr. Schneider's appeal. Mr. Schneider then appealed the Planning Commission's denial to the Board of Supervisors. On July 19, 2011 the Board of Supervisors upheld the Planning Commissions' decision to deny Mr. Schneider's appeal, thus keeping in place the Water Department's Addendum to the HMMP.

When DBSA completed it's work supporting the HMMP Addendum, it recommended that the groundwater model's predictions should be reexamined after a further period of groundwater pumping and data collection, and at the discretion of the Water Department staff, the model should be recalibrated and revised as indicated by the most recent data. The HMMP Addendum allows a relatively high rate of pumping (4,839 acre-feet per year) for a relatively short period of time (2.7 years), so the most efficacious time to consider revisions to the model would be during the next year.

On November 20, 2010, the Board approved Amendment No. One to the contract between County of Inyo and DBSA which amended the schedule of fees to reflect the contract limit and not a task limit. On April 5, 2011, the Board approved Amendment No. Two to the contract between County of Inyo and DBSA to amend the contract term to April 15, 2012 and to increase the amount payable under the agreement to fund

necessary hydrologic analysis as required by mitigation measures established in the CUP and Environmental Impact Report.

As required by Chapter 3.60 of the Inyo County Code, Coso Operating Company, LLC will continue to fund all expenses incurred in connection with this contract and implementation of the HMMP.

ALTERNATIVES:

The Board could not approve the amendment. This is not recommended as 1) to fulfill the commitments of the HMMP, staff needs the option of having further work done on the model; and 2) the Coso Operating Company, LLC and the Inyo County Water Department are satisfied with the work and cost of the modeling work completed by Daniel B Stephens and Associates.

OTHER AGENCY INVOLVEMENT: Coso Operating Company, LLC, Daniel B. Stephens & Associates, County Counsel

FINANCING: Financing will continue to be provided by deposit from the Coso Operating Company, LLC (Coso Monitoring & Mitigation Fund Balance, 503823). $30,969.50 remains on the Contract with DBS&A for the provisions of hydrologic analysis services, which will cover all costs associated with this amendment. Work on tasks in accordance with this amendment will take place in FY 2012-2013, and will be contingent upon your Boards approval of the FY 2012-2013 Budget. It is not necessary to amend the Planning budget (023800), Water Department budget (024102) or County Counsel budget (010700) for FY 2011-2012.

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 4.4.12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: ✓ Date 4-4-12
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:
(Not to be signed until all approvals are received) Date: 4/4/2012

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 4/4/12

Attachments

1 – Proposed Contract Amendment (DBSA)
2 – Contract with DBSA
3 – Contract Amendment No. One (DBSA)
4 – Contract Amendment No. Two (DBSA)

Attachment 1

AMENDMENT NO. THREE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND DANIEL B. STEPHENS & ASSOCIATES INC. FOR THE PROVISION OF HYDROLOGIC ANALYSIS SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of hydrologic analysis services dated April 20, 2010 on County of Inyo Standard Contract No. 156 for the term from April 15, 2010 to April 15, 2011.

WHEREAS, by contract amendment, dated April 5, 2011, the County and Contractor have extended the contract term to April 15, 2012.

WHEREAS, County and Contractor do desire to 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, Amendment Two, as follows:

Revise Section 2 (Term) to extend the termination date to June 30, 2013.

Revise Attachment A (Scope of Work) to add the following tasks:

1. Review and revise groundwater level triggers and baseline groundwater levels.

2. Review and revise groundwater model based on most recent groundwater monitoring results.

AMENDMENT NO. THREE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND DANIEL B. STEPHENS & ASSOCIATES INC. FOR THE PROVISION OF HYDROLOGIC ANALYSIS SERVICES

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

COUNTY	**CONTRACTOR**
By:_____	By: _____
Dated:_____	Dated: 3/27/12

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

Attachment 2

AGREEMENT BETWEEN COUNTY OF INYO
AND DANIEL B. STEPHENS & ASSOCIATES, INC. (DBS&A)
FOR THE PROVISION OF HYDROLOGIC ANALYSIS **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the HYDROLOGIC ANALYSIS services of DANIEL B. STEPHENS & ASSOCIATES, INC. of ALBUQUERQUE, NEW MEXICO (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 BOB HARRINGTON, whose title is: WATER DIRECTOR. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from APRIL 15th, 2010 to APRIL 15th, 2011 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay 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. County shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to BOB HARRINGTON, whose title is: WATER DIRECTOR. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves

ORIGINAL

the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

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, including travel and per diem expenses, if any, shall not exceed ONE HUNDRED FOURTEEN THOUSAND NINE HUNDRED FORTY-TWO 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, including travel or per diem, 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 hours spent by Contractor in performing 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 hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. 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 D, 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, or municipal governments for contractor to provide the services and work described in attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.epls.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive

property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $300,000 per accident for bodily injury and property damage.

3. Employer's Liability: $500,000 per accident for bodily injury or disease.

4. Errors and Omissions Liability: $1,000,000 per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. ~~At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.~~

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).

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

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising from the performance of this Agreement and arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of the Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any negligence, recklessness or willful misconduct of the Contractor, its agents, employees, supplier, or of any one directly or indirectly employed by any of them, or anyone for whose negligence, recklessness or willful misconduct any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

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

25. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:

BOB HARRINGTON, WATER DIRECTOR — Name
POST OFFICE BOX 337 — Street
INDEPENDENCE CA 93526 — City and State

Contractor:

DANIEL B. STEPHENS & ASSOCIATES — Name
6020 ACADEMY Rd. NE SUITE 200 — Street
ALBUQUERQUE, NM 87109 — City and State

26. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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AGREEMENT BETWEEN COUNTY OF INYO
AND DANIEL B. STEPHENS & ASSOCIATES, INC. (DBS&A)
FOR THE PROVISION OF HYDROLOGIC ANALYSIS **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 20 DAY OF April, 2010.

COUNTY OF INYO

By: Richard Cervantes

Dated: 4-20-10

CONTRACTOR

By: Michael J Bitner
Print or Type Name

Signature

Dated: 5 April 10

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 *DANIEL B. STEPHENS & ASSOCIATES INC. (DBS&A)*

FOR THE PROVISION OF HYDROLOGIC ANALYSIS

TERM:

FROM: APRIL 15, 2010 TO: APRIL 15, 2011

SCOPE OF WORK:

1. THE SECOND SENTENCE OF SECTION 9 (INSURANCE) IS DELETED FROM THIS CONTRACT;
2. SEE ATTACHED SCOPE OF WORK

SCOPE OF WORK

The technical approach to accomplishing the Rose Valley groundwater model review and recalibration is outlined below. In preparing the approach, consultant reviewed the materials made available as part of the Request for SOQ and data available on the County of Inyo Water Department web site. The approach is divided into seven tasks as detailed below.

Task 1 - Review of Existing Model Files and Documentation

The first task will be a detailed review of the model documentation and any related source documents (e.g., the original Brown and Caldwell modeling report), in conjunction with a detailed audit of the electronic model files. This review will confirm that the simulation results presented in the completion report can be replicated using the electronic model files provided. Consultant will confirm/check all aspects of the numerical simulation model such as the simulated mass balance components, applied boundary conditions, and aquifer properties and model layer extents. Consultant will also consider other basic model performance items not provided in the documentation, such as the solution method employed and the prescribed hydraulic head closure criterion. Any discrepancies between the model report and the electronic files provided will be documented.

Task 2 - Review of Model Formulation and Performance

1. *Define the Purpose of the Model.* The purpose of the Rose Valley model according to the existing model documentation is to "...evaluate the groundwater conditions; analyze the potential impacts to groundwater resources in the Rose Valley according to CEQA guidelines; and to define mitigation measures to reduce potentially significant effects of the construction and operation of the proposed COC Hay Ranch project."
2. *Develop a Conceptual Model.* A conceptual model is the hydrologist's view, or concept, of how the groundwater flow system works and its important components. The conceptual model should consider all important aspects of the hydrology of a given site, in this case the Rose Valley and immediately adjacent groundwater basins. In developing the conceptual model, Consultant will use all relevant data including recently acquired borehole logs, water level measurements, and flow measurements. In developing the conceptual model the boundary conditions used in the present model will be revised if necessary.
3. *Implement the Conceptual Model into a Mathematical Model.* In this step the conceptual model and available field data are implemented into a numerical model. Decisions to be made include definition of the model grid, selection of time periods for simulation, estimation of aquifer parameters, and selection of observed data (e.g., water levels and spring flows) that will be used during model calibration.
4. *Calibrate the Model.* Model calibration, sometimes referred to by the more descriptive term "history matching," is the process of comparing simulation results obtained from the model with data collected from the region of interest. The goal is to obtain a reasonable correspondence between model simulation results and observed data, *while* maintaining reasonable model input parameters.
5. *Conduct Sensitivity Analysis.* Sensitivity analysis is the process of changing model input parameters to evaluate the corresponding changes on simulation results. This step is necessary because (1) most model input parameters are estimates and therefore include some element of uncertainty, and (2) model results are often non-unique, which means that different combinations of model input parameters may lead to the same, or very similar, simulation results. Sensitivity analysis is conducted to evaluate the degree to which model output would be different if different input values were applied, and to quantify the correlation of different model input

parameters. One particularly important goal of sensitivity analysis is to identify parameters that are highly sensitive and also have a significant influence on model predictions (Type IV sensitivity as noted in ASTM Standard Guide D-5611-94: Conducting a Sensitivity Analysis for a Ground-Water Flow Application).

6. *Conduct Predictions.* Predictive model simulations are conducted using anticipated hydrologic stresses assumed to occur in the future. For the Rose Valley model, this includes pumping for the COC Hay Ranch project, continued pumping by other groundwater users, and possibly changes in groundwater recharge.
7. *Revise Mitigation Measures from Hydrologic Monitoring and Mitigation Program (HMMP).* Develop modified water level triggers, pumping rates, and pumping durations as described in the HMMP. These operational parameters will be revised so as to assure that groundwater discharge to the Little Lake area is not reduced more than 10%.
8. *Document the Model Development and Simulations.* All aspects of the model development and application outlined above should be thoroughly documented, and all documentation, model files, and other work products developed under this contract provided to the County.

Since the process described above is the generally accepted methodology for the development and application of groundwater models, review of the existing Rose Valley model will consider each of the relevant steps in the list, with an eye toward identification of significant flaws or shortcomings that may materially effect key model predictions.

Review of the existing groundwater modeling report, existing reviews of the previous model, and the associated data available to Contractor and the County has lead to a number of observations and concerns regarding the existing model that we will consider and amend as appropriate; these issues and the proposed methodology for their resolution are summarized in Table 1. Several issues that warrant more detailed discussion than could be included in Table 1 are presented in greater detail below.

Steady-State Assumption. The existing model was calibrated to available groundwater elevations as measured on November 19, 2007, assuming that the aquifer system was at steady-state at that time. Review of available monitor well information for Rose Valley indicates that the groundwater system was not at steady-state as of 2007, particularly in the Hay Ranch and adjacent areas, which is a critical region of concern for the groundwater model. In general, water levels appear to be rising for the majority of the period of the longer-term record (generally 2002 through 2009) for the Cal Pumice well north of Hay Ranch, the Hay Ranch North and South wells, and four wells south of Hay Ranch (Coso Junction Ranch, Coso Junction Store #1, Lego, and G-36). Other wells have been installed and are currently monitored, but long term trends, if any, are not evident due to the limited available period of observation. Furthermore, the degree of observed water-level rise appears to be greatest at the Hay Ranch South well at about 3.5 feet over the period of record. Other wells indicate less of a rise. For example, the Cal Pumice well exhibited about 1.5 feet of rise, and the Coso Junction Store # 1 well exhibited about 2.5 feet of rise over the commensurate period.

Based on existing information, it appears that the observed rises in water levels are most likely attributable to the recovery of a cone of depression formed by historical pumping at the Hay Ranch, which reportedly ceased in the late 1980s or the early 1990s. This observation is also noted by the USGS in their review of the existing model. Based on this observation, we believe that an attempt will be made during the model recalibration to use the long-term transient groundwater conditions in the basin attributable to historical Hay Ranch pumping and the subsequent cessation of such pumping. Although pumping records may not be available, it should be possible to make estimates based on historical aerial photos or Landsat images from which irrigated acreage could be determined. If this historical condition can be estimated and successfully simulated, the process would lend substantial additional credibility to the revised model, since the model will have been used to simulate a groundwater stress on a scale similar to that proposed for the COC Hay Ranch project, at exactly the same location.

If additional review and consideration of the data indicates that the observed water-level rises are not attributable to the cessation of Hay Ranch pumping, then an alternative explanation should be derived.

Consideration of Vertical Hydraulic Gradients. A newly available piece of information is the vertical distribution of hydraulic head at two locations on Hay Ranch, the HR1 and HR2 Cluster well nests. Information collected from these wells indicates that the groundwater elevation observed for the middle screened zone is greater than that observed for the shallow and deeper screened zones, indicating both upward and downward flow from this zone. The existence of this vertical gradient distribution will be verified by the County prior to model development.

Consideration of how well the existing model is able to simulate the observed vertical hydraulic gradients will be an additional test of the model's suitability for its intended purpose. For the updated model (Task 4), consideration of the observed vertical hydraulic gradients is likely to have implications for the determination of horizontal and vertical hydraulic conductivity and the vertical distribution of pumping and mountain-front recharge.

Estimation of Recharge. The USGS comments that the recharge of 5,000 acre-feet per year (ac-ft/yr) used in the current model is too high based in part on the results of their basin characterization model (BCM) (Flint and others, 2004). Since recharge and aquifer hydraulic conductivity (or transmissivity) are highly correlated, this is an important issue. The assumed value of recharge also directly affects estimated basin outflow values, such as discharge to Little Lake and groundwater outflow to adjacent basins. As noted by the USGS, there are some recognized limitations to the BCM model that would make the BCM estimates of 4,700 ac-ft/yr too high, and they estimate that the combined recharge from the Sierra Nevada and Coso ranges could be as low as 2,350 ac-ft/yr.

Contractor is familiar with the USGS BCM model from our previous work on recharge in Nevada basins. Since the BCM model is not publicly available, Contractor will use their own distributed parameter watershed model (DPWM) to simulate recharge to arid and semi-arid basins. DPWM is similar to BCM, but includes the ability to route surface water runoff and uses an updated method for calculating evapotranspiration (ET). As an optional task, the Contractor may use DPWM to obtain updated and verifiable estimates of recharge to the Rose Valley based on existing information. If the DPWM modeling is not feasible, Contractor will use the range of potential recharge values referenced by the USGS and other sources.

Although application of DPWM will only provide an estimate of recharge to the Rose Valley, the results are reproducible, will account for site-specific climatic and watershed conditions, and will serve as an estimated value of recharge that is independent of that determined through the model calibration process.

Task 3 - Review and Consideration of Additional Available Data

Additional data collected since construction and application of the existing model will be reviewed and considered with regard to possible implications for the accuracy of model predictions. Additional data that will be considered include, but may not be limited to, water levels at monitoring wells in Rose Valley, water levels at monitoring wells in immediately adjacent aquifers such as Owens Valley and Indian Wells Valley, results of the aquifer test conducted north of Hay Ranch, surface water flow data from Little Lake Ranch, and the lithologic and geophysical well logs available for the seven monitoring wells constructed for the COC Hay Ranch project. All newly available data will be considered in the context of the required updated model calibration and predictive simulations, as summarized in Table 1.

Required adjustments to aquifer properties may be indicated by the new aquifer test results, the well logs, and/or observed water-level information. Adjustments to the construct of the model geometry (model layers) may be indicated by well logs, and some necessary adjustments to the high permeability fanglomerate gravel unit have already been identified by the USGS. Updates to model boundary conditions and water balance may be indicated by the water-level data and surface-water flow data. For example, although an aquifer test has not been conducted on any of the wells in the southern part of Rose Valley close to Little Lake, Contractor will review the well log information for southern wells such as RV-120 (Red Hill), RV-150 (Cinder Road), and RV-180 (Little Lake North) to determine if the high horizontal and vertical hydraulic conductivity values applied in the model of 200 and 20 ft/d, respectively,

appear to be reasonable. The Contractor will also consider available information for the Davis Spring/Portuguese Bench area to assess connectivity of this groundwater with the Rose Valley groundwater system.

Task 4 - Model Update and Recalibration

For recalibration of the Rose Valley model, Contractor will use a hybrid approach to model calibration that includes manual and automated calibration methods. Model updates and changes will first be implemented using the manual calibration approach, where required changes to model inputs are made and the model is run to assess the effects on calibration. If the updated simulation results indicate that additional model calibration is required, initial adjustments to model parameters will be made to better calibrate the model. Once reasonable simulation results are achieved using this approach, selected model input parameters will be refined using inverse modeling (PEST). The inverse modeling will also provide information regarding model parameter sensitivity and correlation coefficients.

The details of the inverse modeling will be determined during the updated model calibration. Contractor will develop a correlation matrix of the most sensitive model parameters to guide the calibration process. For example, if two parameters are highly correlated (as expected for recharge and hydraulic conductivity), only one of the parameter sets will be estimated during inverse model runs, holding the other constant or (possibly in the case of recharge) prescribed through time. The inverse modeling approach should work well for the Rose Valley model due to the relatively limited number of hydraulic conductivity zones and other input parameters that need to be updated or re-evaluated. The final number and extent of parameter zones may be different in the updated model from those in the current model.

Model calibration targets will be determined during the project. Certainly the available water level information and information on groundwater discharge to springs and Little Lake will be very important, with particular emphasis placed on changes in water levels due to pumping at Hay Ranch, both current and, as discussed above, historical. Because pumping for the COC Hay Ranch project will have been active for less than a year at the time that the model review and update must be completed, significant drawdown responses are likely to occur in monitor wells closer to Hay Ranch than those farther away, and the resulting model calibration may be more influenced by the greater observed drawdown at these wells. However, since one of the primary concerns of this model recalibration is the accurate simulation of effects at Little Lake, discernible observed drawdown in the southernmost monitor wells will be closely reviewed, and the water levels at those wells may be assigned a greater weight during the model calibration process so the relevant information on aquifer system response is not "overshadowed" by the greater observed drawdown at wells closer to Hay Ranch.

Other issues not discussed above but presented in Table 1 (e.g., extension of the active model domain to include Coso Spring and use of alternative boundary conditions at Little Lake), or determined based on further model and data review, will be addressed in the updated model construction effort if they are deemed to warrant the required effort.

Task 5 - Updated Predictive Simulations, Mitigation Measures and Triggers

Predictive simulations conducted using the updated model will be used to develop updated water-level triggers at key monitoring wells and to reassess mitigation measures. Contractor will work closely with the County at this stage of the modeling process.

Rather than repeatedly running the calibrated model with different pumping rates and durations to estimate when drawdown thresholds would be exceeded, Contractor may use the Groundwater Management (GWM) code (Ahlfeld et al., 2005) to estimate the maximum amount of groundwater that can be pumped for a given period without exceeding the applicable drawdown thresholds, with particular emphasis placed on monitor wells near Little Lake. Compared to repeated trial and error model runs, the GWM code will provide pumping rates and durations that are numerically robust, globally optimal, and take less time to achieve. GWM allows for a maximum allowable drawdown to be prescribed for selected wells of concern, and then the code will calculate the maximum allowable pumping rate and the duration of the pumping that will not cause the prescribed drawdown thresholds to be exceeded. GWM can also be applied by assigning a constraint in the maximum allowable reduction in discharge at Little Lake (e.g., 10

percent), again with allowable pumping and associated declines in water levels back-calculated using the optimization routines in the code. Use of GWM will still account for residual drawdown that occurs once pumping is stopped.

Task 6 - Reporting

A detailed completion report will be provided to document the procedures, analyses, findings and recommendations that result from Tasks 1 through 5. Five hard copies of the report, as well as a PDF electronic version, will be provided, as will all final model files and other relevant electronic files (e.g., GIS, Excel, etc.) and field data (if any) relevant to the model review, recalibration and update effort.

Task 7 - Meetings

Two meetings in Independence, California, are budgeted for as part of this project. A kickoff meeting will occur at the beginning of the project to transfer existing information and to complete a general field survey of key aspects of the project area. The second meeting will consist of a presentation regarding study conclusions and results before the County Planning Commission once the project is near completion.

Although only two meetings are planned at this point, Contractor will keep in touch with the appropriate County representative during the project to keep him or her apprised of project status and key technical decisions and findings. If additional meetings are required, Contractor has provided a "per meeting" cost estimate.

Table 1. Summary of Identified Issues of Concern and Proposed Approach Based on Review of the Rose Valley Groundwater Model and Related Documents

Item of Concern	Proposed Action	Source of Concern
Steady-state model calibration to November 19, 2007 water levels. Observed water levels are not at quasi-steady state, particularly in the Hay Ranch area (p. C2-12). The steady state assumption will bias identified aquifer properties. Potential causes of the transient responses include cessation of Hay Ranch pumping for agriculture and/or changes in basin recharge due to variation in precipitation.	Conduct historical simulations with estimated Hay Ranch agricultural pumping to evaluate the transient response of water level recovery	DBS&A and USGS
Thickness of high permeability fanglomerate gravel unit may be greater in the model than it should be, and this unit is not saturated in some portions of Rose Valley (USGS pp. 2-8).	Review geologic logs and other available data concerning this issue, and adjust layering in the revised model as necessary to better represent observed thicknesses.	USGS
Some known or probable sources of recharge were "conservatively" neglected in the model (p. C2-7). Neglecting recharge may not be conservative, since the hydraulic conductivity will be directly proportional to recharge in a steady state model calibration. Lower recharge will lead to a lower hydraulic conductivity, which in turn may reduce the simulated propagation of pumping effects away from the Hay Ranch wells.	Consider alternative range quoted by USGS during model recalibration, and conduct an independent assessment of recharge using the DPWM model (optional)	DBS&A
Estimated recharge in the model may be too high (USGS review p. 12).	Consider alternative range quoted by USGS during model recalibration, and conduct an independent assessment of recharge using the DPWM model (optional)	USGS
Constant head cells were used to simulate groundwater inflow from the north (p. C-2-11). This approach may not be appropriate for historical transient or predictive simulations.	Review the historical transient and predictive simulation mass balance to identify if there are significant increases in groundwater flow across this boundary. Alternatively, this boundary can be simulated as a specified flux boundary.	DBS&A and USGS
Use of the General Head Boundary (GHB) to represent aquifer conditions in the Little Lake area (p. C2-15). It is not clear to us that the rationale provided for this approach is appropriate.	Application of this boundary condition and the effects on model calibration will be reviewed closely. Possible alternatives for an updated model include application of the MODFLOW LAK2 or LAK3 packages, use of the high-hydraulic conductivity approach (with storage coefficient of 1.0) or	DBS&A

Table 1. Summary of Identified Issues of Concern and Proposed Approach Based on Review of the Rose Valley Groundwater Model and Related Documents

	the original DRAIN package approach used by Brown and Caldwell (2006).	
Distribution of aquifer hydraulic properties (particularly hydraulic conductivity in model layers 1 and 2). 1. Apparently there are no aquifer tests in the southern part of Rose Valley. The K_h and K_v values of 200 ft/d and 20 ft/d, respectively, seem quite high for this type of hydrogeologic system. 2. The K of 2.8 ft/d in model layer 3 may be too high based on the geology, and might be driven by the vertical distribution assumed for mountain-front recharge. 3. The K_h of 0.08 ft/d in the northern portion of the Rose Valley is likely too low, and the abrupt water level change in this region is probably better simulated using a barrier feature. 4. The USGS review (p. 9) states that the K determined for the Hay Ranch area may be high based on the specific capacity of the pumping well. We propose to review this aquifer test, but we will give more weight to the observed results at monitor wells than we will to specific capacity at the pumping well. Water level observations at the pumping well are hampered by local well efficiency, which is unknown.	Review of existing information and update the model calibration. Hydraulic conductivity, in conjunction with aquifer thickness, will be the primary factor that influences the propagation of drawdown effects from the Hay Ranch to Little Lake.	DBS&A and USGS
Prescribed mountain front recharge to layer 1 through 3 (p. C2-14)	Assign the majority or all of the mountain-front recharge to the uppermost active model layer 1 in the updated model	DBS&A and USGS
Use Multi-Node Well (MNW) package for pumping in multiple layers	Use MNW package to represent pumping wells in updated model	DBS&A
Coso Spring outside the model boundary	Possibly extend the model domain to include Coso Spring; the necessity of this and the available information for doing so will be determined during the initial phases of the project.	DBS&A
Numerical model stability issues. 1. The USGS notes (p. 18) that the model does not run correctly outside of the Groundwater Vistas (GWV) software package. We were able to execute the model and obtain equivalent results outside of GWV by correcting the variable anisotropy flag. If the same set of files were reviewed by DBS&A and the USGS, this is not a	Update model layering to avoid the significant vertical offsets. This is primarily a conceptual issue and probably will not substantially influence simulation results.	USGS

Table 1. Summary of Identified Issues of Concern and Proposed Approach Based on Review of the Rose Valley Groundwater Model and Related Documents

significant issue. 2. The USGS also notes (p. 18) that some model layers are offset in the vertical dimension so that they are disconnected. This aspect of the layering will be adjusted as appropriate, but the offset does not eliminate horizontal flow as the USGS states; MODFLOW assumes that cells in the same layer are connected regardless of elevation.		

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND *DANIEL B. STEPHENS & ASSOCIATES, INC. (DBS&A)*

FOR THE PROVISION OF HYDROLOGIC ANALYSIS

TERM:

FROM: APRIL 15, 2010 TO: APRIL 15, 2011

SCHEDULE OF FEES:

1. FEES WILL BE PAID BY THE HOUR, NOT TO EXCEED THE ESTIMATED COST FOR A TASK IN THE TASK SUMMARY PURSUANT TO SECTION 3 E (Billing and Payment) OF THIS CONTRACT.
2. PLEASE SEE ATTACHED COST ESTIMATE.

Cost Summary For
County of Inyo
Rose Valley Model Review and Recalibration
January 14, 2010

Cost Summary by Task

Task No.	Project Description	Cost
1	Review of Existing Model Files and Documentation	4,892.00
2	Review of Model Formulation and Performance	9,396.00
3	Review and Consideration of Additional Available Dat	20,248.00
4	Model Update and Recalibration	37,556.00
5	Updated Predictive Simulations, Mitigation Measures	12,608.00
6	Reporting	15,260.00
7	Meetings (2)	4,982.00
	Total without optional DPWM recharge modeling	**104,942.00**
8	OPTIONAL Modeling for Recharge using DPWM	10,000.00
	Total with optional DPWM recharge modeling	**$ 114,942.00**

Daniel B. Stephens & Associates, Inc.

Cost Estimate

Client Name:	County of Inyo	Date:	January 14, 2010
Project Name:	Rose Valley Model Review and Recalibration	Estimator:	Neil Blandford
Project Number:		Project Manager:	Neil Blandford
Terms:	Applicable taxes (if any) not included	Prepared by:	
		Approved by:	

Task 1 **Review of Existing Model Files and Documentation**

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	$ 188.00	1	$ 188.00
Senior technical specialist	Hour	172.00	12	2,064.00
Technical specialist	Hour	157.00		
Senior engineer/scientist II	Hour	136.00		
Senior engineer/scientist I	Hour	125.00		
Project engineer/scientist	Hour	110.00	24	2,640.00
Staff engineer/scientist III	Hour	104.00		
Staff engineer/scientist II	Hour	94.00		
Staff engineer/scientist I	Hour	84.00		
Field/laboratory technician	Hour	73.00		
Senior graphics designer	Hour	94.00		
Senior CAD technician	Hour	84.00		
GIS analyst/database analyst	Hour	94.00		
GIS/IS technician	Hour	78.00		
Senior technical editor	Hour	89.00		
Technical editor	Hour	78.00		
Project assistant	Hour	73.00		
Assistant/professional	Hour	63.00		
Assistant technician	Hour	54.00		
		Subtotal	37	$ 4,892.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
			$		$
			Subtotal		$ 0.00

tal Direct Cost	4,892.00
rkup on third party services	0.00
TASK 1 TOTAL	$ 4,892.00

TES:

Daniel B. Stephens & Associates, Inc.

Cost Estimate

Client Name:	County of Inyo	Date:	January 14, 2010
Project Name:	Rose Valley Model Review and Recalibration	Estimator:	Neil Blandford
Project Number:	0	Project Manager:	Neil Blandford
Terms:	Applicable taxes (if any) not included	Prepared by:	0
		Approved by:	0

Task 2 Review of Model Formulation and Performance

ITEM	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	$ 188.00	2	$ 376.00
Senior technical specialist	Hour	172.00	20	3,440.00
Technical specialist	Hour	157.00		
Senior engineer/scientist II	Hour	136.00		
Senior engineer/scientist I	Hour	125.00	20	2,500.00
Project engineer/scientist	Hour	110.00	28	3,080.00
Staff engineer/scientist III	Hour	104.00		
Staff engineer/scientist II	Hour	94.00		
Staff engineer/scientist I	Hour	84.00		
Field/laboratory technician	Hour	73.00		
Senior graphics designer	Hour	94.00		
Senior CAD technician	Hour	84.00		
GIS analyst/database analyst	Hour	94.00		
GIS/IS technician	Hour	78.00		
Senior technical editor	Hour	89.00		
Technical editor	Hour	78.00		
Project assistant	Hour	73.00		
Assistant/professional	Hour	63.00		
Assistant technician	Hour	54.00		
		Subtotal	70.00	$ 9,396.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
			$		$
			Subtotal		$ 0.00

Total Direct Cost	9,396.00
Markup on third party services	0.00
TASK 2 TOTAL	**$ 9,396.00**

NOTES:

Daniel B. Stephens & Associates, Inc.

Cost Estimate

Client Name:	County of Inyo	Date:	January 14, 2010
Project Name:	Rose Valley Model Review and Recalibration	Estimator:	Neil Blandford
Project Number:	0	Project Manager:	Neil Blandford
Terms:	Applicable taxes (if any) not included	Prepared by:	0
		Approved by:	0

Task 3 **Review and Consideration of Additional Available Data**

ITEM	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	$ 188.00	2	$ 376.00
Senior technical specialist	Hour	172.00	40	6,880.00
Technical specialist	Hour	157.00		
Senior engineer/scientist II	Hour	136.00		
Senior engineer/scientist I	Hour	125.00	40	5,000.00
Project engineer/scientist	Hour	110.00	40	4,400.00
Staff engineer/scientist III	Hour	104.00		
Staff engineer/scientist II	Hour	94.00		
Staff engineer/scientist I	Hour	84.00		
Field/laboratory technician	Hour	73.00		
Senior graphics designer	Hour	94.00		
Senior CAD technician	Hour	84.00		
GIS analyst/database analyst	Hour	94.00	32	3,008.00
GIS/IS technician	Hour	78.00		
Senior technical editor	Hour	89.00		
Technical editor	Hour	78.00		
Project assistant	Hour	73.00	8	584.00
Assistant/professional	Hour	63.00		
Assistant technician	Hour	54.00		
		Subtotal	210	$ 20,248.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
			$		$
			Subtotal		$ 0.00

otal Direct Cost	**20,248.00**
larkup on third party services	0.00
TASK 3 TOTAL	**$ 20,248.00**

OTES:

Daniel B. Stephens & Associates, Inc.

Cost Estimate

Client Name:	County of Inyo	Date:	January 14, 2010
Project Name:	Rose Valley Model Review and Recalibration	Estimator:	Neil Blandford
Project Number:	0	Project Manager:	Neil Blandford
Terms:	Applicable taxes (if any) not included	Prepared by:	0
		Approved by:	0

Task 4 Model Update and Recalibration

ITEM	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	$ 188.00	8	$ 1,504.00
Senior technical specialist	Hour	172.00	40	6,880.00
Technical specialist	Hour	157.00		
Senior engineer/scientist II	Hour	136.00		
Senior engineer/scientist I	Hour	125.00	16	2,000.00
Project engineer/scientist	Hour	110.00	180	19,800.00
Staff engineer/scientist III	Hour	104.00		
Staff engineer/scientist II	Hour	94.00		
Staff engineer/scientist I	Hour	84.00		
Field/laboratory technician	Hour	73.00		
Senior graphics designer	Hour	94.00	16	1,504.00
Senior CAD technician	Hour	84.00		
GIS analyst/database analyst	Hour	94.00	50	4,700.00
GIS/IS technician	Hour	78.00		
Senior technical editor	Hour	89.00		
Technical editor	Hour	78.00		
Project assistant	Hour	73.00	16	1,168.00
Assistant/professional	Hour	63.00		
Assistant technician	Hour	54.00		
		Subtotal	326	$ 37,556.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
			$		$
		Subtotal			0.00

Total Direct Cost	37,556.00
Markup on third party services	0.00
TASK 4 TOTAL	**$ 37,556.00**

NOTES:

Daniel B. Stephens & Associates, Inc.

Cost Estimate

Client Name:	County of Inyo	Date:	January 14, 2010
Project Name:	Rose Valley Model Review and Recalibration	Estimator:	Neil Blandford
Project Number:	0	Project Manager:	Neil Blandford
Terms:	Applicable taxes (if any) not included	Prepared by:	0
		Approved by:	0

Task 5 **Updated Predictive Simulations, Mitigation Measures and Triggers**

ITEMS	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	$ 188.00	2	$ 376.00
Senior technical specialist	Hour	172.00	24	4,128.00
Technical specialist	Hour	157.00		
Senior engineer/scientist II	Hour	136.00		
Senior engineer/scientist I	Hour	125.00		
Project engineer/scientist	Hour	110.00	60	6,600.00
Staff engineer/scientist III	Hour	104.00		
Staff engineer/scientist II	Hour	94.00		
Staff engineer/scientist I	Hour	84.00		
Field/laboratory technician	Hour	73.00		
Senior graphics designer	Hour	94.00	8	752.00
Senior CAD technician	Hour	84.00		
GIS analyst/database analyst	Hour	94.00	8	752.00
GIS/IS technician	Hour	78.00		
Senior technical editor	Hour	89.00		
Technical editor	Hour	78.00		
Project assistant	Hour	73.00		
Assistant/professional	Hour	63.00		
Assistant technician	Hour	54.00		
		Subtotal		$ 12,608.00

EXPENSES	MARKUP	UNITS	UNIT FEE	QUANTITY	COST
			$		$
			Subtotal		$ 0.00

otal Direct Cost	12,608.00
larkup on third party services	0.00
TASK 5 TOTAL	**$ 12,608.00**

OTES:

Daniel B. Stephens & Associates, Inc.

Cost Estimate

Client Name:	County of Inyo	Date:	January 14, 2010
Project Name:	Rose Valley Model Review and Recalibration	Estimator:	Neil Blandford
Project Number:	0	Project Manager:	Neil Blandford
Terms:	Applicable taxes (if any) not included	Prepared by:	0
		Approved by:	0

Task 6 **Reporting**

ITEM	UNIT	UNIT FEE	QUANTITY	$ COST
Principal	Hour	$ 188.00	2	$ 376.00
Senior technical specialist	Hour	172.00	32	5,504.00
Technical specialist	Hour	157.00		
Senior engineer/scientist II	Hour	136.00		
Senior engineer/scientist I	Hour	125.00		
Project engineer/scientist	Hour	110.00	40	4,400.00
Staff engineer/scientist III	Hour	104.00		
Staff engineer/scientist II	Hour	94.00		
Staff engineer/scientist I	Hour	84.00		
Field/laboratory technician	Hour	73.00		
Senior graphics designer	Hour	94.00	20	1,880.00
Senior CAD technician	Hour	84.00		
GIS analyst/database analyst	Hour	94.00		
GIS/IS technician	Hour	78.00	20	1,560.00
Senior technical editor	Hour	89.00		
Technical editor	Hour	78.00	16	1,248.00
Project assistant	Hour	73.00	4	292.00
Assistant/professional	Hour	63.00		
Assistant technician	Hour	54.00		
		Subtotal	134	$ 15,260.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	$ COST
			$		$
			Subtotal		$ 0.00

Total Direct Cost	15,260.00
Markup on third party services	0.00
TASK 6 TOTAL	$ 15,260.00

NOTES:

Daniel B. Stephens & Associates, Inc.

Cost Estimate

Client Name:	County of Inyo	Date:	January 14, 2010
Project Name:	Rose Valley Model Review and Recalibration	Estimator:	Neil Blandford
Project Number:	0	Project Manager:	Neil Blandford
Terms:	Applicable taxes (if any) not included	Prepared by:	0
		Approved by:	0

Task 7 **Meetings (2)**

LABOR	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	$ 188.00		$
Senior technical specialist	Hour	172.00	12	2,064.00
Technical specialist	Hour	157.00		
Senior engineer/scientist II	Hour	136.00	8	1,088.00
Senior engineer/scientist I	Hour	125.00		
Project engineer/scientist	Hour	110.00		
Staff engineer/scientist III	Hour	104.00		
Staff engineer/scientist II	Hour	94.00		
Staff engineer/scientist I	Hour	84.00		
Field/laboratory technician	Hour	73.00		
Senior graphics designer	Hour	94.00		
Senior CAD technician	Hour	84.00		
GIS analyst/database analyst	Hour	94.00		
GIS/IS technician	Hour	78.00		
Senior technical editor	Hour	89.00		
Technical editor	Hour	78.00		
Project assistant	Hour	73.00		
Assistant/professional	Hour	63.00		
Assistant technician	Hour	54.00		
		Subtotal	20	$ 3,152.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
Airfare		trip	$ 500.00	2	$ 1,000.00
Vehicle (including fuel)		trip	180.00	2	360.00
Lodging		trip	160.00	2	320.00
Per Diem		trip	75.00	2	150.00
			Subtotal		$ 1,830.00

Total Direct Cost	4,982.00
Markup on third party services	0.00
TASK 7 TOTAL	**$ 4,982.00**

NOTES: Assume two people attend each meeting - one from Goleta, CA and one from Albuquerque,

Daniel B. Stephens & Associates, Inc.

Cost Estimate

Client Name:	County of Inyo	Date:	January 14, 2010
Project Name:	Rose Valley Model Review and Recalibration	Estimator:	Neil Blandford
Project Number:	0	Project Manager:	Neil Blandford
Terms:	Applicable taxes (if any) not included	Prepared by:	0
		Approved by:	0

Task 8 OPTIONAL Modeling for Recharge using DPWM

ITEM	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	$ 188.00		$
Senior technical specialist	Hour	172.00		
Technical specialist	Hour	157.00		
Senior engineer/scientist II	Hour	136.00		
Senior engineer/scientist I	Hour	125.00	80	10,000.00
Project engineer/scientist	Hour	110.00		
Staff engineer/scientist III	Hour	104.00		
Staff engineer/scientist II	Hour	94.00		
Staff engineer/scientist I	Hour	84.00		
Field/laboratory technician	Hour	73.00		
Senior graphics designer	Hour	94.00		
Senior CAD technician	Hour	84.00		
GIS analyst/database analyst	Hour	94.00		
GIS/IS technician	Hour	78.00		
Senior technical editor	Hour	89.00		
Technical editor	Hour	78.00		
Project assistant	Hour	73.00		
Assistant/professional	Hour	63.00		
Assistant technician	Hour	54.00		
		Subtotal	80	$ 10,000.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
			$		$
			Subtotal		$ 0.00

otal Direct Cost	10,000.00
arkup on third party services	0.00
TASK 8 TOTAL	**$ 10,000.00**

OTES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND *DANIEL B. STEPHENS & ASSOCIATES, INC. (DBS&A)*

FOR THE PROVISION OF HYDROLOGIC ANALYSIS

TERM:

FROM: APRIL 15, 2010 TO: APRIL 15, 2011

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Contractor shall receive per diem at the following rates:

1. **If staying overnight in Inyo County, the standard rate is $46.00 per day for per diem (meals and incidentals).**
2. **Hotel costs are reimbursed at actual cost, not to exceed $150.00 per night.**
3. **Travel will be reimbursed at $0.55 per mile.**
4. **All reimbursable expenses require a dated receipt.**

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND ***DANIEL B. STEPHENS & ASSOCIATES, INC. (DBS&A)***

FOR THE PROVISION OF HYDROLOGIC ANALYSIS

TERM:

FROM: APRIL 15, 2010 TO: APRIL 15, 2011

FORM W-9

Request for Taxpayer
Identification Number and Certification
(See Attached)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
DANIEL B. STEPHENS & ASSOCIATES, INC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☑ Exempt payee

Address (number, street, and apt. or suite no.)
6020 ACADEMY NE, SUITE 100

Requester's name and address (optional)

City, state, and ZIP code
ALBUQUERQUE, NM 87109

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
85:0341157

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4/5/10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO

AND ***DANIEL B. STEPHENS & ASSOCIATES, INC. (DBS&A)***

FOR THE PROVISION OF HYDROLOGIC ANALYSIS

TERM:

FROM: APRIL 15, 2010 TO: APRIL 15, 2011

FORM 587

2010 Nonresident Withholding Allocation Worksheet
(See Attached)

TAXABLE YEAR

CALIFORNIA FORM

2010 Nonresident Withholding Allocation Worksheet 587

Part I Withholding Agent

Withholding agent's name

Address (number and street, PO Box, or PMB no.) | Apt. no./Ste. no.

City | State | ZIP Code

Part II Nonresident Vendor/Payee (Complete Part II through Part V and return this form to the above withholding agent)

Vendor/Payee's name: DANIEL B. STEPHENS & ASS | Owner's full name if sole proprietor

Address (number and street, PO Box, or PMB no.): 6020 ACADEMY NE Suite 100 | Apt. no./Ste. no.

City: ALBUQUERQUE | State: NM | ZIP Code: 87109-3315

☐ SSN or ITIN ☑ CA Corp. no. ☑ FEIN: 23367700 | Secretary of State (SOS) file no. | Daytime telephone number: (505) 822-9400

Nonresident Vendor/Payee's Entity Type: (Check one)

☐ Individual/Sole Proprietor ☑ Corporation ☐ Partnership ☐ Limited Liability Company (LLC)
☐ Estate or Trust

Part III Payment Type

Nonresident Vendor/Payee: (Check one)

☐ Performs services totally outside California (no withholding required, skip to Part V)
☐ Provides only goods or materials (no withholding required, skip to Part V)
☐ Provides goods and services in California (see allocation in Part IV)
☑ Provides services within and outside California (see allocation in Part IV)
☐ Other (Describe)

If the vendor/payee performs all the services within California, withholding is required on the entire payment for services unless the vendor/payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

Part IV Income Allocation

Gross payments expected from the above withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total Payments
1 Goods and Services:			
Goods/materials (no withholding required)			0
Services (withholding required)	1,918,800	16,610,000	18,528,800
2 Rents on commercial or business property			
3 Royalties on natural resources			
4 Prizes and other winnings			
5 Other payments			
6 Total payments subject to withholding. Add column (a), line 1 through line 5	1,918,800	16,610,000	18,528,800
Withholding threshold amount:	$1,500.00		

Withholding is optional, at the discretion of the withholding agent, on the first $1,500 in payments made during the calendar year. Withholding must begin as soon as the total payments of California source income for the calendar year exceed $1,500. If the FTB grants the withholding waiver, attach a copy of the FTB determination letter. See General Information E, Waivers.

Part V Certification Of Vendor/Payee

Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent.

▶ Authorized representative's signature | Title | ( ) Daytime telephone number

▶ Vendor/Payee's signature: [signature] | 4/5/2010 Date | (505) 822-9400 Daytime telephone number

For Privacy Notice, get form FTB 1131.

7041103

Form 587 C2 2009

Instructions for Form 587

Nonresident Withholding Allocation Worksheet

References in these instructions are to the California Revenue and Taxation Code (R&TC).

What's New

Backup Withholding – For taxable years beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the Franchise Tax Board (FTB). The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to **ftb.ca.gov** and search for **backup withholding**.

General Information

Beginning January 1, 2008, domestic nonresidents may use Form 589, Nonresident Request for Reduced Withholding, to request the reduction in the standard seven percent withholding amount that is applicable to California source payments made to nonresidents.

Private Mail Box – Include the Private Mail Box (PMB) in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. **Do not** abbreviate the country's name.

A Purpose

Use Form 587, Nonresident Withholding Allocation Worksheet, to determine if withholding is required on payments to nonresidents.

The vendor/payee completes, signs, and returns Form 587 to the withholding agent. The withholding agent relies on the certification made by the vendor/payee to determine if withholding is required, provided the completed and signed Form 587 is accepted in good faith. Retain the completed Form 587 for your records, and provide a copy to the FTB upon request.

Do not use Form 587 if any of the following applies:

- Payment to a nonresident is only for the purchase of goods.
- You sold California real estate. Use Form 593-C, Real Estate Withholding Certificate.
- The vendor/payee is a resident of California or is a non-grantor trust that has at least one California resident trustee. Use Form 590, Withholding Exemption Certificate.
- The vendor/payee is a corporation, partnership, or limited liability company (LLC) that has a permanent place of business in California or is qualified to do business in California. Use Form 590.
- The payment is to an estate and the decedent was a California resident. Use Form 590.

B Requirement

Revenue and Taxation Code (R&TC) Section 18662 and the related regulations require withholding of income or franchise tax on certain payments made to nonresidents of California for personal services performed in California and for rents and royalties on property located in California. The withholding rate is seven percent (.07) unless the FTB grants a waiver. See General Information E, Waivers.

C When to File This Form

The withholding agent requests that the vendor/payee completes, signs, and returns Form 587 when a contract is entered into or before payment is made to the vendor/payee.

Form 587 remains valid for the duration of the contract (or term of payments), provided there is no material change in the facts. By signing Form 587, the vendor/payee agrees to promptly notify the withholding agent of any changes in the facts.

D Withholding Requirements

Payments made to nonresident vendors/payees (including individuals, corporations, partnerships, LLCs, estates, and trusts) are subject to withholding. However, no withholding is required if total payments of California source income to the vendor/payee during the calendar year are $1,500 or less.

If the California resident, qualified corporation, LLC, or partnership is acting as an agent for the nonresident vendor/payee, the payment is subject to withholding if the nonresident vendor/payee does not meet any of the exceptions on Form 590.

Payments subject to withholding include the following:

- Payments for services performed in California by nonresidents.
- Payments made in connection with a California performance.
- Rent paid to nonresidents if the rent is paid in the course of the withholding agent's business.
- Royalties paid to nonresidents from business activities in California.
- Payments of prizes for contests entered in California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Other payments of California source income made to nonresidents.

Payments not subject to withholding include payments:

- To a resident of California or to a corporation with a permanent place of business in California.
- To a corporation qualified to do business in California.
- To a partnership or LLC that has a permanent place of business in California.
- For sale of goods.
- For income from intangible personal property, such as interest and dividends, unless the property has acquired a business situs in California.
- For services performed outside of California.
- To a vendor/payee that is a tax-exempt organization under either California or federal law, use Form 590, Withholding Exemption Certificate.
- Representing wages paid to employees. Wage withholding is administered by the California Employment Development Department (EDD). For more information, contact your local EDD office.

- To reimburse a vendor/payee for expenses relating to services performed in California if the reimbursement is separately accounted for and not subject to federal Form 1099 reporting. Corporate vendor/payees, for purposes of this exception, are treated as individual persons.

E Waivers

A nonresident vendor/payee may request that withholding be waived. To apply for a withholding waiver, use Form 588, Nonresident Withholding Waiver Request. If the FTB has granted a waiver, you must attach a copy of FTB's determination letter to Form 587.

F Requirement to File a California Tax Return

A vendor's/payee's exemption certification on Form 587, Form 590, or a determination letter from the FTB waiving withholding does not eliminate the requirement to file a California tax return and pay the tax due. For return filing requirements, see the instructions for Long or Short Form 540NR, California Nonresident or Part-Year Resident Income Tax Return; Form 541, California Fiduciary Income Tax Return; Form 100, California Corporation Franchise or Income Tax Return; or Form 100S, California S Corporation Franchise or Income Tax Return.

Specific Instructions

Part I – Withholding Agent

The withholding agent must complete Part I before giving Form 587 to the vendor/payee.

Part II – Nonresident Vendor/Payee

The vendor/payee must complete all information in Part II including the FEIN, social security number, or individual taxpayer identification number, and entity type.

Part III – Payment Type

The nonresident vendor/payee must check the box that identifies the type of payment being received.

No withholding is required when vendors/payees are residents or have a permanent place of business in California.

Part IV – Income Allocation

Use Part IV to identify payments that are subject to withholding. Only payments sourced within California are subject to withholding. Services performed in California are sourced in California. In the case of payments for services performed when part of the services are performed outside California, enter the amount paid for performing services within California in column (a). Enter the amount paid for performing services while outside California in column (b). Enter the total amount paid for services in column (c).

If the vendor's/payee's trade, business, or profession carried on in California is an integral part of a unitary business carried on within and outside California, the amounts included on line 1 through line 5 should be computed by applying the vendor's/payee's California apportionment percentage (determined in accordance with the provisions of the Uniform Division of Income for Tax Purposes Act) to the payment amounts. For more information on apportionment, get California Schedule R, Apportionment and Allocation of Income.

Withholding agent. Withholding is optional, at your discretion, on the first $1,500 in payments made during the calendar year. Withholding must begin as soon as the total payments of California source income for the calendar year exceed $1,500. If circumstances change during the year (such as the total amount of payments), which would change the amount on line 6, the vendor/payee must submit a new Form 587 to the withholding agent reflecting those changes. The withholding agent should evaluate the need for a new Form 587 when a change in facts occurs.

Part V – Certification of Vendor/Payee

Enter your name, title, and daytime telephone number, including area code. Sign and date the form and return it to the withholding agent.

Additional Information

For additional information or to speak to a representative regarding this form, call the Withholding Services and Compliance automated telephone service at: 888.792.4900 or 916.845.4900, Fax: 916.845.9512.

OR write to:

WITHHOLDING SERVICES AND COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

You can download, view, and print California tax forms and publications at **ftb.ca.gov**.

OR write to:

TAX FORMS REQUEST UNIT MS F284
FRANCHISE TAX BOARD
PO BOX 307
RANCHO CORDOVA CA 95741-0307

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website:	**ftb.ca.gov**
Telephone:	800.852.5711 from within the United States 916.845.6500 from outside the United States
TTY/TDD:	800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web:	**ftb.ca.gov**
Teléfono:	800.852.5711 dentro de los Estados Unidos 916.845.6500 fuera de los Estados Unidos
TTY/TDD:	800.822.6268 personas con discapacidades auditivas y del habla

By Automated Phone Service: Use this service to check the status of your refund, order California forms, obtain payment and balance due information, and hear recorded answers to general questions. This service is available 24 hours a day, 7 days a week, in English and Spanish.

From within the United States	800.338.0505
From outside the United States	916.845.6600

Attachment 3

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND DANIEL B. STEPHENS & ASSOCIATES INC. FOR THE PROVISION OF HYDROLOGIC ANALYSIS SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of hydrologic analysis services dated April 20, 2010 on County of Inyo Standard Contract No. 156 for the term from April 15, 2010 to April 15, 2011.

WHEREAS, County and Contractor do desire to 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, Amendment One, as follows:

Revise No. 1 on the cover sheet of Attachment B (Schedule of Fees) to indicate that fees will be paid by the hour not to exceed the Limit Upon Amount Payable under Agreement.

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND DANIEL B. STEPHENS & ASSOCIATES INC. FOR THE PROVISION OF HYDROLOGIC ANALYSIS SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 29th DAY OF November, 2010.

COUNTY

By: Richard Cervantes

Dated: 11-29-10

CONTRACTOR

By: T. Neil Lynn, V.P.

Dated: Nov. 8, 2010

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

n/a

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

Attachment 4

AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND DANIEL B. STEPHENS & ASSOCIATES INC. FOR THE PROVISION OF HYDROLOGIC ANALYSIS SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of hydrologic analysis services dated April 20, 2010 on County of Inyo Standard Contract No. 156 for the term from April 15, 2010 to April 15, 2011.

WHEREAS, County and Contractor do desire to 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, Amendment Two, as follows:

Revise Section 2 (Term) to extend the termination date to April 15, 2012.

Revise Section 3(D) (Limit Upon Amount Payable under Agreement) to not exceed $165,129.64.

Revise Attachment A (Scope of Work) to include the following tasks:

1. Coso Sand Pumping Analysis – analyze the effects of pumping from the Coso Sand using the existing model to evaluate if the impacts from deep pumping were substantially different from those of shallow pumping with regard to simulated drawdown in observation wells.

2. In recognition of Haiwee Drain Flows and their influence on the Rose Valley groundwater system, decipher the relationship between drain flows and observed water levels in wells north of Hay Ranch and account for the transient nature of the drain flows in the model, which have varied substantially through time beginning in 1915 when Haiwee Reservoir was constructed.

3. Continue to provide mitigation monitoring and reporting support, including performing two model runs and associated memoranda reporting the findings.

4. Compare the existing model simulation results with water levels that are continued to be recorded throughout the year, and document the comparison and provide a recommendation regarding model performance.

5. Assist County staff with responses to public comment on recalibrating the model and assist in any appeal of such recalibration to the Planning Commission and Board of Supervisors.

AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND DANIEL B. STEPHENS & ASSOCIATES INC. FOR THE PROVISION OF HYDROLOGIC ANALYSIS SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 5th DAY OF April, 2011.

COUNTY

By: _____

Dated: 4-5-11

CONTRACTOR

By: _____

Dated: 3/24/11

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

For Clerk's Use Only:
AGENDA NUMBER

7

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

X Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Water Department

FOR THE BOARD MEETING OF: April 10, 2012

SUBJECT: Recruitment of Two Seasonal Field Assistants

DEPARTMENTAL RECOMMENDATION: Request Board find that consistent with the adopted Authorized Position Review Policy; A) The availability of funding for the requested positions exists as certified by the Water Director and concurred with by the County Administrator and the Auditor-Controller; and B) where internal candidates meet the qualifications for the positions, the vacancies could possibly be filled through internal recruitment, but an open recruitment would be more appropriate as there may not be sufficient internal applicants to fill the requested positions; and C) approve the hiring of two seasonal Field Assistant I at Range 050PT ($13.90 - $16.87 per hour), June 1, 2012 through August 31, 2012, contingent upon the adoption of a FY 2012/2013 budget.

SUMMARY DISCUSSION: The Water Department has annually hired seasonal Field Assistants to assist with vegetation monitoring that has been conducted since the early-1990s. The purpose of this program is to evaluate vegetation conditions with respect to the Long-Term Water Agreement's requirements for native vegetation. The Water Department would like to re-visit 20 vegetation parcels using LADWP permanent line-point transect methods for comparison purposes and LADWP has informed the Water Department that they will need assistance with monitoring the status of revegetation projects for approximately fifteen sites.

ALTERNATIVES: The Board could decide not to approve the request. This alternative would hamper the Water Department's ability to address questions asked by the Inyo/Los Angeles Standing Committee concerning the existing vegetation monitoring programs, and fail to fulfill commitments concerning revegetation project monitoring.

OTHER AGENCY INVOLVEMENT: The Inyo County Personnel Department will assist with the recruitment of the requested positions.

FINANCING: Funds are available in the Board approved FY 2011-2012 Water Department budget for two additional Seasonal Field Assistants for June contingent on Board approval of 3rd quarter budget adjustments; the months of July and August being contingent on the adoption of the 2012/13 budget. (024102-5012).

APPROVALS	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: _____ Date 4/3/12
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 4/3/12

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

R. Hamm Date: 4/3/12

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
8

o Consent o Departmental o Correspondence Action o Public Hearing

o Scheduled Time for o Closed Session o Informational

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 10, 2012

SUBJECT: Fill 2 Vacant Heavy Equipment Operator Positions

DEPARTMENTAL RECOMMENDATION:

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

A) the availability of funding for the requested position comes from the Roads Budget, as certified by the Interim Public Works Director, and concurred with by the County Administrator and the Auditor-Controller;

B) where internal candidates meet the qualifications for the position of Heavy Equipment Operator, the vacancies could possibly be filled through an internal recruitment, but open recruitments would be more appropriate to ensure qualified applicants apply; and

C) Approve the hiring of two Equipment Operator I, Range 58 ($3,119-$3,795) up to E step depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Road Department has been operating with short staff due to retirements for period of time. Equipment Operator vacancies have been created through promotions to Road Maintenance Supervisor and Lead Worker which was a converted from a Road Maintenance Supervisor position. It is recommended that two Equipment Operator I positions be filled so the Road Crews can recover from some of the vacancies. One more vacancy remains that we will be requesting to reclassify and fill in the near future.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

CAO
Personnel Department for recruitment
Auditor

Z:\Clerical\AGENDAS\Apr 2012\Filling Vacant Operators

FINANCING:

The positions are fully funded by the Roads budget, 034600, and are currently included in the FY2011-2012 board approved budget. The Roads total authorized staffing levels would remain the same, the classifications being added and deleted are at the same level and therefore, there is no additional impact to the budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Lisa L. Chapman Approved: ✓ Date 4/4/12
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 4/4/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 4-4-12

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

o Consent √ Departmental o Correspondence Action o Public Hearing

o Scheduled Time for o Closed Session o Informational

FROM: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: April 10, 2012

SUBJECT: Replacement Hiring of Group Counselor I Position – Juvenile Center

DEPARTMENTAL RECOMMENDATION:

Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists, as certified by the Chief Probation Officer and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the position could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and C) approve the hiring of one (1) full time Group Counselor I at Range 62 ($3,426 - $4,166).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A full time position of a Group Counselor at the Juvenile Center became vacant at the end of March 2012. The Juvenile Center is a 24 hour/7 days a week facility housing male and female juveniles. Due to Staffing needs at the Juvenile Center, a *female* is needed to fill this Group Counselor position.

The Group Counselor works under the direction of and in cooperation with the Supervising Counselor. In summary, the Group Counselor: supervises and directs the conduct of juvenile detainees, receives and releases juveniles and their personal property; conducts intake process on all juvenile detainees, including pictures and fingerprints; visually and physically inspects juveniles in custody, their property, and their quarters for contraband; reports on group and individual attitudes and behavior; conducts group and individual counseling sessions; enforces discipline and maintains security; checks building and nearby grounds; supervises juvenile inmates in performance of routine custodial work; processes juvenile offenders for release from or transfer to detention facilities; maintains extensive inmate records; prepares written reports; and other related duties as assigned.

ALTERNATIVES:

The Board could direct the Probation Department to continue without filling the vacant position; however, this would place hardship on the other Juvenile Center Staff members as they are already short-handed.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING:

These are an authorized and budgeted position in the Probation – Juvenile Institution Budget 023100.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Leslie L. Chapman Approved: ✓ Date 4/3/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Sue DC Approved: ✓ Date 4/3/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 4/3/12

For Clerk's Use Only:
AGENDA NUMBER

10

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES - Behavioral Health Division

FOR THE BOARD MEETING OF: April 10, 2012

SUBJECT: Request for authorization to hire one part time Health and Human Services Specialist for the Wellness Center in the Behavioral Health division.

DEPARTMENTAL RECOMMENDATION:

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

1) the availability of funding for this requested position exists in the Mental Health Budget, as certified by the Health and Human Services Director, and concurred with by the County Administrator and the Auditor-Controller; and
2) where internal candidates meet the qualifications for the positions, the vacancies could possibly be filled through internal recruitments, though open recruitments may be more appropriate to ensure a sufficient number of qualified candidates apply if none are found on existing lists; and
3) approve the hiring of one B-Par Health and Human Services Specialist position (Range 53PT, $14.89-$18.12).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Behavioral Health has now offered Wellness Center services under the Mental Health Services Act approved Community Support and Services Plan for the last 5 years. The Wellness Centers in both Bishop and Lone Pine have proven to be a cost effective strategy in meeting the needs of persons with mental illness or co-occurring mental illness and addiction issues. Currently, we provide unduplicated services to 71 individuals at the Bishop site and 12 individuals at the Lone Pine site. We have had an additional B-Par position in our approved plan that we now feel able to move forward to fill. The position of a Health and Human Services (HHS) Specialist would provide the following services in a cost efficient manner: 1) The wellness center sites have been challenged to keep the centers open during the full range of hours. The staff members are stretched to provide an array of services. Within the wellness center sites, they oversee consumer-driven group offerings and provide support to the consumers that seek help with such issues as medication, employment, social support, benefits, housing, and general recovery. An HHS Specialist would assist in providing this coverage and support to ensure that the sites can be open and functioning. 2) An HHS Specialist also provides assistance with tracking and monitoring the input of data and outcomes necessary to evaluate services and make course corrections when needed. 3) Outside of the wellness center sites there is a need for assistance with linkage to physical healthcare and other activities to support integration into the community. An additional HHS Specialist would function to evaluate housing needs and work to identify any low-income housing opportunities. 4) Finally, an HHS Specialist will also be able to assist with necessary community planning activities needed as we write our integrated plans for coming years.

A B-Par position offers some flexibility for potential employees that may prefer a part time position and are willing to provide services in a flexible manner.

ALTERNATIVES:

Your Board could deny this request. This would impact our ability to serve persons with mental illness within our community and to respond to crisis and urgent situations.

OTHER AGENCY INVOLVEMENT:

Behavioral Health works closely with partners from the schools and probation for work with youth and with partners in law enforcement, probation, hospitals, and other community providers in work with adults and older adults.

FINANCING:

100% Mental Health Services Act funding. This position is budgeted in Mental Health (045200) in the Salaries & Benefits object codes. No County General Fund.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: √ Date: 3/20/12
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: 3/19/12

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 3-20-12

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: HEALTH AND HUMAN SERVICES

FOR THE BOARD MEETING OF: April 10, 2012

SUBJECT: Approve the Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan and Prevention and Early Intervention (PEI) Plan 11/12 Update; increase the Health and Human Services authorized strength by adding one full time Psychiatric Nurse position in the Behavioral Health division; and approve request to hire a Psychiatric Nurse in Behavioral Health as part of the MHSA PEI Plan.

DEPARTMENTAL RECOMMENDATION:

Request your Board:

1. Approve the MHSA CSS and PEI 11/12 Plan Update to access the full CSS planning amount of $851,000 and the full PEI planning estimate of $126,300 under the approved MHSA Agreement and authorize the Behavioral Health Director to sign; and
2. As part of the proposed MHSA PEI Plan, increase the authorized strength by one full time Psychiatric Nurse position in the Behavioral Health division; and
3. Find that consistent with the adopted Authorized Position Review Policy:
   a) the availability of funding for the requested positions exists as certified by the Director of Health and Human Services and concurred with by the County Administrator and Auditor-Controller, and
   b) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and
   c) approve the hiring of Psychiatric Nurse I at Range 78 ($4997-$6074) or Psychiatric Nurse II at Range 80 (~~$4985~~ 5238 - 6371 -$6064), depending on the qualifications of the applicants.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

CSS Plan Update: As required in the Mental Health Services Act, we are providing an 11/12 Update to the CSS Plan, in order to access our CSS and PEI funds. We posted our plan on June 6, 2011 through July 10, 2011 and held a public hearing on July 11, 2011 to conclude our public comment period. Comments made at the public hearing supported the continued use of funds for the wellness centers, access to Progress House and our prevention strategies. Due to the changes at the State, there is no longer a requirement to send the Plan on to the State for approval. The funds will be deposited into the MHSA trust and then are accessed after the Plan process is completed. The Plan is written with local Stakeholder input in accordance with the MHSA component guidelines and requirements. Stakeholder input includes the strong voice of consumers and family members. These funds are dependent on the tax collected on millionaires. We have been monitoring our use of funds carefully to maximize this resource. For this time period, we propose to continue to implement the CSS plan without major changes in the program focus and strategies. We will continue to use the two wellness center sites as a central part of our strategies both as part of ongoing services to persons with severe mental illness and as outreach to persons who are homeless or at risk of hospitalization due to their mental illness. We have had the Wellness Center in Bishop providing services now for five years and the Wellness Center in Lone

Pine for about four years. The services at the wellness centers are consumer-driven and all groups are facilitated by consumers or family members. This year, we have made a concerted effort to provide training for consumers in peer support. It is a way for us to provide additional natural support within the community. Further, we have worked to provide a seamless array of services between the outpatient clinic, the wellness centers and Progress House. This has been a successful approach to working with adults with mental health and at times, additional substance use disorders. We also propose to continue to use funds to support outreach and linkage to persons with mental illness who represent un-served or underserved populations who may not access services in the clinic settings. During these times of fiscal crisis, we are not proposing any new programs or major shifts in strategies. In our small county, it is not feasible to create new, "stand alone" programs that rely only on one funding source. Rather, we have continued to work to transform the totality of our services to be recovery-oriented and to better meet the needs of those with mental illness. This approach has been implemented across our services in an ongoing effort to maximize our use of scarce resources for the greatest benefit.

Full Service Partnerships (FSP)

- We propose to increase the number of persons who are considered "full service partners" by approximately 15%. It is a requirement in the statute to spend half of the funds in this category. We will continue to use the Wellness Center sites as a place out of which to provide many of the necessary services and supports to encourage persons towards recovery, self-sufficiency and self-determination. We will also continue a focus on field-based services to meet persons within their community. We will further continue to focus on outreach and engagement of persons who will not otherwise access mental health services, including the underserved Latino population, persons who are homeless, and persons transitioning out of the foster care system.
- As part of these services, we propose to continue to set aside at least two beds at Progress House to meet the mental health and transitional housing needs of adults under FSP. This strategy has proven to be most helpful in containing hospital costs and allowing us to use Progress House services to the best advantage to promote mental health recovery. In the past four years, we have significantly decreased the average length of stay at Progress House as well as lowered the average age of residents. We have served young adults who are transitioning from the child system, including foster youth. These persons are considered to be "transition age youth". The Behavioral Health Adult team made up of Progress House staff, Wellness Center staff and clinic staff members have worked closely to offer treatment that is individualized, effective and cost-efficient.

Prevention Early Intervention (PEI) Plan Update: The PEI Plan Update for 11/12 proposes to continue with the funding of two of the three initial strategies and the completion of the third strategy. These include:

1) The **Older Adult Strategy**: this strategy has included home-based direct service work with older adults, counseling services to a number of persons in the Bishop Care Center, coordination of mental health and physical health services to older adults, services to older adults in the Death Valley area and training provided to senior services workers.

This year we have proposed to set aside some funding for additional integrated healthcare services to the adult and older adult population. We have found that the services provided by the Mental Health Nurse could be augmented by further work of a nurse in the capacity of prevention and early intervention. This approach allows us to augment the current strategy with the addition of a full time nurse who could focus on the complex health and behavioral health needs of the adult and older adult. We will focus on adults and older adults who evidence behavioral health issues such as depression or other mood disorders, anxiety disorders, trauma or loss, addiction or psychotic disorders. Related to these behavioral health conditions, we have seen strong evidence of increased health conditions such as high blood pressure, COPD, diabetes, asthma or other health conditions. The Mental Health Nurse will track and monitor these health-related conditions as well as the behavioral health status and act as a liaison between the behavioral health and physical healthcare

system. The Mental Health Nurse will enter and track medications in the Doctors First electronic health record and keep this information up-to-date for adults who are becoming seniors as well as other older adults. This would allow more in-depth assessment of capacity to remain in one's home and community and what additional support is necessary to do so. This will also allow providers to have the most current information to provide and coordinate treatment. The Nurse will, at times, accompany the consumer to appointments with providers or will provide linkage between the behavioral health and health care providers.

Moreover, the Nurse will help in identifying community supports to address isolation and environmental stressors. The Nurse will also provide teaching and coaching in issues of wellness and disease management. We have identified strategies that are helpful in addressing this important area.

The Nurse will spend at least 25 hours per week in direct services. We have identified a need for this more intensive service to increase our ability to avoid more expensive hospitalizations and emergency room visits.

2) **Parent Child Interactive Therapy (PCIT)**: this strategy has continued to offer parenting skill-building to at-risk and over-burdened families.

3) The third strategy, **Promoting Alternative Thinking Strategies (PATHS)** is a curriculum strategy for preschoolers, implemented throughout the county. This strategy is implemented through a contract with the County Superintendent of schools. No additional funds are needed to complete the implementation of this strategy and thus funds can be directed to augment the Older Adult strategy. Outcomes will be reviewed upon completion.

ALTERNATIVES:

Your Board could choose not to approve the MHSA CSS and PEI Plan Updates. This would prohibit our use of these funds until an acceptable Plan that met MHSA regulations could be formulated. MHSA funds currently comprise approximately one third of all funds available for mental health services in Inyo.

OTHER AGENCY INVOLVEMENT:

Mental Health is under the umbrella of Behavioral Health, a division of Health and Human Services. The MHSA includes involvement of Stakeholders and partners from all interested agencies involved in mental health issues.

FINANCING:

State MHSA CSS and PEI funds. Funds are deposited into the MHSA trust (505306), and budgeted as revenue in the FY 11/12 Mental Health budget (045200). Quarterly expenditures from MHSA are tracked in the Mental Health Budget and transfers then occur from the MHSA Trust into Mental Health to cover those expendes. The nurse position would be budgeted in Mental Health (045200) in the Salaries and Benefits object codes. No County General Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: Yes Date 3/21/12
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 3/16/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 3-23-12

EXHIBIT A

COUNTY CERTIFICATION

County: **Inyo**

Components Included:

☒ **CSS**	☐ **WET**
☐ **CF**	☐ **TN**
☒ **PEI**	☐ **INN**

County Mental Health Director	**Project Lead**
Name: Gail Zwier, Ph.D.	**Name**: Gail Zwier, Ph.D.
Telephone: (760) 873-6533	**Telephone**: (760) 873-6533
Fax Number: (760) 873-3277	**Fax Number**: (760) 873-3277
Email: gzwier@inyocounty.us	**Email**: gzwier@inyocounty.us
Mailing Address: 162 J Grove Street Bishop, CA 93515	

I hereby certify that I am the official responsible for the administration of county mental health services in and for said county and that the County has complied with all pertinent regulations, laws and statutes for this annual update/update, including all requirements for the Workforce Education and Training component. Mental Health Services Act funds are and will be used in compliance with Welfare and Institutions Code section 5891 and Title 9 of the California Code of Regulations section 3410, Non-Supplant.

This annual update has been developed with the participation of stakeholders, in accordance with sections 3300, 3310, subdivision (d), and 3315, subdivision (a). The draft FY 2011/12 annual update was circulated for 30 days to stakeholders for review and comment and a public hearing[1] was held by the local mental health board of commission. All input has been considered with adjustments made, as appropriate.

The County agrees to participate in a local outcome evaluation for the PEI program(s) identified in the PEI component.[2]

The County Mental Health Director approves all Capital Facilities and Technological Needs (CFTN) projects.

The County has complied with all requirements for the Workforce Education and Training component and the Capital Facilities segment of the CFTN component.

The costs of any Capital Facilities renovation projects in this annual update are reasonable and consistent with what a prudent buyer would incur.

The information provided for each work plan is true and correct.

All documents in the attached FY 2011/12 annual update/update are true and correct.

Gail Zwier
Mental Health Director/Designee (PRINT)

Signature

Date

[1] Public Hearing only required for annual updates.
[2] Counties with fewer than 100,000 residents, per Department of Finance demographic data, are exempt from this requirement.

2011/12 ANNUAL UPDATE **EXHIBIT B**

COMMUNITY PROGRAM PLANNING AND LOCAL REVIEW PROCESS

County: Inyo **30-day Public Comment period dates:** June 6 – July 10, 2011

Date: 07/14/11 **Date of Public Hearing (Annual Update only):** July 11, 2011

Instructions: Utilizing the following format please provide a brief description of the Community Program Planning and Local Review Processes that were conducted as part of this annual update/update per Title 9 of the California Code of Regulations, sections 3300 and 3315.

Community Program Planning

1. Briefly describe the Community Program Planning (CPP) Process for development of all components included in the FY 2011/12 annual update/update. Include the methods used to obtain stakeholder input.

The Community Program Planning (CPP) process for the development of the FY 2011/12 Annual Update builds upon the planning process that we utilized for the development of our original Three-Year Community Services and Supports (CSS) Plan and our original Prevention and Early Intervention (PEI) Plan. These planning processes were comprehensive and included the input of over 450 diverse stakeholders through focus groups and surveys. With this information, we were able to determine the unique needs of our community and develop an MHSA program that is well designed for our county. The overall goals of the CSS and PEI Plans are still valid and provide an excellent guide for maintaining our MHSA services in FY 2011/12.

In preparation of the 2011/12 Annual Update, we analyzed data on our Full Service Partnership (FSP) clients to ensure that clients are successfully achieving positive outcomes. Outcome and service utilization data is analyzed and reviewed by the MHSA Leadership Committee to monitor clients' progress over time. This data has helped us to understand service utilization and evaluate client progress, and has been instrumental in our planning process to continually improve services for our consumers and families.

As this Annual Update simply maintains our original MHSA Plans, we did not conduct a new, formal stakeholder planning process. However, we continuously engage consumers and other stakeholders in discussions about the utilization of these funds through our monthly MHSA Leadership Committee meetings, weekly MHSA consumer meetings at our two Wellness Centers, and at the monthly Mental Health Advisory Board. In addition, we engaged stakeholders throughout the development of this request. There are also a number of consumers, family members, and other stakeholders who provide ongoing input into our MHSA services and activities.

This Annual Update was developed and approved by the MHSA Leadership Committee after reviewing data on our current programs (including FSP data), analyzing community needs based on ongoing stakeholder input, and determining the most effective way to further meet the needs of our unserved/underserved populations.

2. Identify the stakeholder entities involved in the Community Program Planning (CPP) Process. (i.e., name, agency affiliation, population represented, age, race/ethnicity, client/family member affiliation, primary language spoken, etc.)

A number of different stakeholders were involved in the CPP process. Input was obtained from clients who utilize services at the Wellness Centers. The Wellness Centers are consumer-run programs where adults come together, facilitate classes, attend activities, and have a formal meeting each week. Through these regularly scheduled meetings, we obtained input from clients on ideas for maintaining and enhancing our Wellness Centers in both Bishop and Lone Pine.

In addition, we obtained input from members of the MHSA Leadership Committee, which is comprised of MHSA staff, consumers, the Behavioral Health Director, program staff in Behavioral Health, Quality Improvement Committee members, and others involved in the delivery of MHSA services. The CPP also included input from child and adult staff meetings in mental health services, the multiple agencies involved with children's services, and the Mental Health Advisory Board.

All stakeholder groups and boards are in full support of this MHSA Annual Update.

3. If consolidating programs or eliminating a program/project, please include how the stakeholders were involved and had the opportunity to participate in the decision to eliminate the program/project.

The PATHS Preschool three year PEI project will not be renewed in FY 11/12. Stakeholders from the community, as well as consumers, were involved in the decision through MHSA Leadership Committee meetings. The project was discussed with stakeholders, who helped to decide that as the project had been fully funded for three years there was not a need for additional funding. This program may be reviewed again for FY 13/14, dependent on priorities.

Local Review Process

4. Describe methods used to circulate, for the purpose of public comment, the annual update or update.

This proposed MHSA Annual Update was posted for a 30-day public review and comment period from June 6, 2011 through July 10, 2011. An electronic copy was posted on the County website with an announcement of the public review and comment period, as well as the public hearing information. A copy of the Annual Update was distributed to all members of the Mental Health Advisory Board and the MHSA Leadership Committee. In a review of priorities, the contents of the update were again reviewed by stakeholders and the Mental Health Advisory in December, 2011.

In addition, hard copies of the Annual Update were available in the Bishop Behavioral Health Clinic; Bishop Social Services office; Health and Human Services Administrative office; Health and Human Services, Lone Pine office; and at all county libraries, including the Bishop, Big Pine, Independence, Lone Pine, Furnace Creek, and Shoshone branches.

5. Include substantive comments received during the stakeholder review and public hearing, responses to those comments, and a description of any substantive changes made to the proposed annual update/update that was circulated. The County should indicate if no substantive comments were received.

A public hearing was held on July 11, 2011, at the MHSA Wellness Center, 587 N. 3rd Street, Bishop, CA, at 11:00 am. Twenty-one (21) individuals participated in the public hearing, including eleven (11) consumers, four (4) family members, and six (6) providers. Six (6) participants, including four (4) consumers, were Latino; one (1) consumer was Asian; the remaining participants were Caucasian. The majority of the participants were adults; two (2) of the consumers were older adults.

We received very encouraging feedback on the MHSA 11/12 Annual Update. Stakeholders expressed their full support of our two wellness centers, as well as our CSS and PEI services in general. Discussions included the following:

- A stakeholder asked how many Full Service Partnerships' (FSP) will be supported by the 2011/2012 update. *Inyo response: Our FSP program will maintain the current number of FSP clients, as appropriate. No FSP slots will be eliminated in 11/12.*
- There was a discussion on how much the Wellness Centers in Lone Pine and Bishop are being used and the possible need for more space. Several persons commented about the increase in participation and how vital the wellness centers are.
- There was a comment about the need for more bilingual staff and more case managers
- There was concern expressed that funds would be taken away in the future and the need to convey how important the services provided are to consumers.
- There was a discussion about getting information regarding the PEI PATHS strategy to use in working with elementary age students.
- There was a discussion regarding outcomes with the use of PCIT.
- There was discussion regarding the need for services to Older Adults as other areas of funding are being cut.

The 2011/2012 MHSA update was unanimously approved and supported by the Mental Health Advisory Board. No substantive changes were made to the proposed Annual Update.

Submission Note: With the passage of AB 100, ICBH is no longer required to submit Annual Updates to the CA Department of Mental Health or the MHSA Oversight and Accountability Commission for review and approval. As a result, this MHSA 2011/12 Annual Update has been submitted to the Inyo County Board of Supervisors (BOS) for approval.

EXHIBIT C

OVERALL IMPLEMENTATION PROGRESS REPORT ON FY 09/10 ACTIVITIES

County: Inyo
Date: 06/06/11

Instructions: Welfare and Institutions Code section 5848 specifies that DMH shall establish requirements for the content of the annual update and updates including reports on the achievement of performance outcomes for services. Provide an update on the overall progress of the County's implementation of the MHSA including CSS, WET, PEI, and INN components during FY 2009-10. NOTE: Implementation includes any activity conducted for the program post plan approval.

CSS, WET, PEI, and INN

1. Briefly report on how the implementation of the MHSA is progressing: whether implementation activities are generally proceeding as described in the County's approved Plan, any key differences, and any major challenges.

   Please check box if your county did NOT begin implementation of the following components in FY 09/10:
   ☒ WET
   ☐ PEI
   ☒ INN

Community Services and Supports.
In 2009/10, ICBH expanded our FSP program to include Children (ages 0-17); services to this population promote the principles of MHSA and ensure positive outcomes for these clients and their families.

We have been very pleased with the implementation of our MHSA programs. The programs which have been developed have made a significant change in our service delivery system, helping us to keep clients in our community and support them to live independently. The Wellness Centers in Bishop and Lone Pine offer a warm, welcoming environment for adults and older adults, providing support from our staff, as well as from each other. The Bishop Wellness Center is co-located at the trailer park where many of the clients live, allowing them easy access these consumer-run services.

The MHSA Human Services Supervisor, who manages the Wellness Centers, welcomes clients early in the morning, sharing a cup of coffee and discussions of how their evening went and plans for the day's activities. At both Wellness Centers, consumers meet and determine the hours of operation, the types of activities, the schedule of activities, and the goals of the program. Clients are always requesting additional hours of operation for the Wellness Centers. Some of the activities include cooking, budgeting, housing, employment, photography, writing, Karaoke, exercise, yoga, walking, gardening, canning, flowers, and education. Consumers have even submitted canned goods, photography, and art works to the annual county fair. All groups are facilitated by a consumer, which helps engage them in services and develops skills in organizing and implementing activities. In addition, we have a consumer-driven, co-occurring group that has between 8 and 15 members each week; this group is one of our most popular, and is always well attended.

Since we opened the Wellness Center in Lone Pine, it has provided a positive experience for clients, allowing them to come together and share activities. Staff come to the center and work closely with the clients to meet their needs. They have been successful in locating affordable, safe housing for clients and helping them access other needed services.

There is a Transition Age Youth (TAY) program at the Bishop Wellness Center one day per week. We have been working to engage more youth in these activities and promote their attendance. We hold a dinner each week and invite speakers to attend. In addition, youth learn life skills needed in the "real world", as well as

developing employment skills. Case managers help develop skills in independent living and cooking. They also go bowling as a group, to promote positive social interactions.

Staff has also conducted outreach activities to the Death Valley community. MHSA staff attend some of the community meetings in this remote area, to help residents feel included and reduce the stigma of mental health services. The MHSA Human Services Supervisor visited Death Valley and participated in community dinners and provided information on mental health services. This outreach has been effective at strengthening our relationship with this community.

In addition to our successes at the Wellness Centers, we designated two (2) beds as crisis beds at our local residential program in Bishop, Progress House. This strategy has been very successful and helped to keep clients in the community and prevent inpatient hospitalizations. The closest inpatient facility for Inyo County residents is over 100 miles away, creating a huge barrier to accessing these services for high-risk, high-need clients. The two crisis beds at Progress House have created the opportunity to meet the needs of clients early in the crisis cycle, and we are often able to de-escalate the situation and keep the client in the community. Both clients and staff value the capacity to meet the client's needs in a local, residential environment.

The Full Service Partnership program serves children, Transition Age Youth (TAY), adults, and older adults. The program was expanded to also include children in the following year. The FSP program has been very successful at meeting the needs of our clients, providing the additional support needed to remain in the community and thrive.

We continue to utilize a Nurse to meet the needs of older adults. By offering this position to the population, we have been able to coordinate physical health care with mental health care to help elders to stay in their homes and manage their health and mental health needs.

A consortium of local churches offers free lunches to community members three days a week. While many of our clients participate in the lunch service, there are also a number of our TAY and adult clients who volunteer their time to help cook and serve the meal. This is an excellent opportunity for clients to develop job skills and learn to give back to their community. The church welcomes the assistance our clients provide.

Clients also volunteer with the Salvation Army and with other community organizations. One client helps maintain the landscape and yards at local county offices. These volunteer activities are extremely effective at integrating our clients into the community and empowering them to make a difference.

Overall, we have been very pleased with our MHSA CSS programs and how they have enhanced the lives of our clients. Clients report having improved outcomes and appreciate the focus on wellness and recovery.

Prevention and Early Intervention.

Prevention and Early Intervention dollars funded three (3) PEI Programs: 1) PATHS Preschool; 2) PCIT Community Collaboration; and 3) Older Adult PEI Services. ICBH began implementing these programs in FY 09/10.

PATHS Preschool

This program is an evidence-based early childhood program that provides prevention and early intervention services for young children (ages 0-5), especially those who are aggressive and have socialization issues. The PATHS Preschool program is an evidence-based practice that facilitates the development of self-control, positive self-esteem, emotional awareness, and interpersonal problem-solving techniques. These skills work to reduce classroom disruptions caused by bullying and other hostile behavior.

The lessons and activities of PATHS Preschool highlight writing, reading, storytelling, singing, drawing, science, and math concepts, and help students build the critical cognitive skills necessary for school readiness and academic success. The PATHS Preschool program is integrated into existing learning environments and adapted to suit individual classroom needs. The curriculum is designed to be taught by preschool teachers and integrated into regular classroom activities.

PATHS Preschool was implemented over a 2-year period in at least 20 preschool centers throughout Inyo County, including preschools managed by the local Native American tribe and the Inyo Mono Advocates for Community Action (IMACA), an organization that advocates for low-income residents of Inyo and Mono counties.

PEI funding supports a 0.5 FTE PATHS Preschool Coordinator, who oversees the implementation, training, and operational functions of the PATHS Preschool program. This position is a contract position between ICBH and the County Office of Education. PEI funds also cover the two-year curriculum for the preschool centers, as well as the training costs associated with training the PATHS Coordinator, preschool teachers, and parents as appropriate.

The preschool teachers complete a student survey at the beginning and end of the school year; these surveys help them track outcomes over time, and demonstrate to the parents the changes in behavior as a result of the program.

Parent-Child Interaction Therapy (PCIT) Community Collaboration

Several of our staff have been trained and certified to offer Parent-Child Interaction Therapy (PCIT), an evidence-based intensive parent-training program which has been found to be effective for families with aggressive, defiant, and non-compliant children; families with parents who have limited parenting skills; and families who have experienced domestic violence and/or child abuse. PCIT focuses on promoting positive parent-child relationships and interactions, while teaching parents effective parenting skills. PCIT has been shown to be an effective treatment program for children ages 2-7 years. This program has been adapted as an intervention for many different types of families (child welfare population, at-risk families, adoptive families, foster families, and other languages including Spanish).

PCIT teaches families individualized parenting skills that are developed through a process in which parents directly receive instruction through an earpiece that is linked to a therapist. The therapist, behind a one-way mirror and/or via a live camera feed, observes interactions between the parent and child, coaches the development of relationship enhancing techniques, and gives behavioral interventions for responding to difficult parent-child situations. Sessions last about one hour, occur over 18-20 weekly visits, and show very strong outcomes for both parents and children.

Currently, ICBH offers PCIT at one location in the county: our mental health clinic in Bishop. An ICBH mental health clinician is trained in PCIT and receives supervision and support approximately one (1) hour each week through a contract with a certified PCIT trainer. Our PCIT Community Collaborative program has been working to expand PCIT delivery in the public mental health system and into the community. We are in the process of training up to four (4) mental health clinicians, targeting both ICBH staff and personnel from local community-based organizations. PEI funding has allowed us to contract with the University of California, Davis, for PCIT instruction and follow-up, as well as fund the clinicians' time spent in training. In 09/10, the funds also allowed us to contract with a children's services clinician to provide additional support to the PCIT program.

We have purchased a second suite of PCIT mobile equipment and are able to set up an additional PCIT delivery site at the ICBH mental health clinic in Lone Pine. This equipment is "mobile" and will be available to our trained partner organizations in the community. When appropriate, we also offer PCIT services in Spanish to meet the needs of the underserved Latino community.

PCIT is a highly effective program and the families show improved outcomes as a result of this intensive parenting program. In addition, the children and their siblings show improved behavior (positive social interactions, following directions, reduction in acting out behavior) as a result the program.

Older Adult PEI Services

Our community has a large number of individuals who are retired. This program has been helpful at identifying at-risk seniors who begin to exhibit symptoms of depression, prescription abuse, isolation, and other mental health conditions related to the aging population. The Older Adult Prevention and Early Intervention Program has provided early mental health screening and intervention to older adults who had been receiving Linkages Services, receive In Home Supportive Services, come to the attention of Adult Protective Services and/or are receiving Meals on Wheels. This program also trains agency partners, including Public Health and local physicians, to recognize the signs and symptoms of mental illness in older adults. This program provides linkage and support for older adults to access mental health and health care services.

The Older Adult Prevention and Early Intervention Program partially funds a Nurse position to support prevention and early intervention activities throughout the county in order to identify older adults who need mental health services. The program, utilizing a Mental Health Nurse, offers comprehensive assessment services to those older adults experiencing mental health problems that may interfere with their ability to remain independent in the community. The Nurse then links these individuals to resources within the community, including County Behavioral Health services. This program offers service alternatives for older adults who have been unserved and underserved in this community. Services are voluntary and client-directed, strength-based, employ wellness and recovery principles, address both immediate and long-term needs of program members, and are delivered in a timely manner that is sensitive to the cultural needs of the population served.

The Mental Health Nurse collaborates with other agencies that provide services to this population. These agencies include the In-Home Supportive Services, Adult Protective Services, local physicians, Public Health, Linkages Program, nursing homes, home health agencies, home delivery meals programs, and regional organizations which serve the elderly. All agencies receive training to complete a brief screening tool to help them recognize signs and symptoms of mental illness in older adults.

The Mental Health Nurse also provides services to older adults who are at risk of hospitalization or institutionalization and who may be homeless or isolated. These positions offer prevention and early intervention services to older adults in community settings that are the natural gathering places for older adults, such as our Senior Center sites in the community sites of Bishop, Big Pine, Independence, Lone Pine, and Tecopa. Older adults who need additional services are referred to Behavioral Health for ongoing treatment, as appropriate. In 09/10, the PEI fund also allowed us to contract with an older adult services clinician to provide additional support to the Older Adult PEI program.

In addition, the Mental Health Nurse links caregivers to support groups to provide support and early intervention to family members who are caring for an elderly relative. This model represents an integrated approach to physical and behavioral health issues that we will also replicate in other areas of our services. We see a need for additional nursing time to implement this model fully.

2. During the initial Community Program Planning Process for CSS, major community issues were identified by age group. Please describe how MHSA funding is addressing those issues. (e.g., homelessness, incarceration, serving unserved or underserved groups, etc.)

The priority community issues that were identified in the initial CSS Plan were as follows:

Children

- Child, peer, and family problems
- Local out-of-home placement options

The issues identified for children are being addressed through early intervention and prevention activities at the preschools, and by training parents with PCIT to manage behaviors, and through individual and groups services to treat children and their families to address symptoms of emotional disturbance and improve family interactions.

TAY

- Drop-in Center
- Youth, peer, and family problems

The TAY youth are engaged in healthy, youth friendly activities at the Wellness Center and through individual and group therapy services. These services are effective at developing resiliency skills and improve the youth's communication skills, involvement in school, stay out of trouble, and reduce substance use. These services also are effective at getting youth involved in community activities to promote health and wellness.

Adults

- Drop-in Center
- Managing independence

The Wellness Centers provide an excellent environment for promoting wellness and recovery for our adults. Individuals attending the center's activities are actively involved in leading groups, teaching skills to others, learning new skills, and engaging in activities that enhance their health.

Older Adults

- Mental health services at the senior center and other community and home-based sites
- Support services for living independently

The Wellness Centers also provide an excellent environment for promoting wellness and recovery for older adults. Older adults are engaged in activities at the center as well as through the PEI activities. These programs have been helpful in helping them live independently and maintain a healthy lifestyle.

MHSA funding has been critical to meeting the mental health needs and priorities of our community. MHSA funding has supported our continuation of services and provided tools and services to help client achieve their goals.

PEI

1. Provide the following information on the total number of individuals served across all PEI programs (for prevention, use estimated #):

Age Group	# of Individuals	Race and Ethnicity	# of Individuals	Primary Language	# of Individuals	Culture	# of Individuals
Child and Youth (0-17)	304	White	851	English	1000	LGBTQ	*Unknown*
Transition Age Youth (16-25)		African American	4	Spanish	54	Veteran	*Unknown*
Adult (18-59)		Asian	2	Vietnamese		Other	*Unknown*
Older Adult (60+)	750	Pacific Islander	2	Cantonese			
Unknown		Native American	85	Mandarin			
		Hispanic	110	Tagalog			
		Multi		Cambodian			
		Unknown		Hmong			
		Other		Russian			
				Farsi			
				Arabic			
				Other			

2. Provide the name of the PEI program selected for the local evaluation[3]. ☒ N/A

Inyo County is a very small county and is exempt from this requirement.

PEI Statewide Training, Technical Assistance, and Capacity Building (TTACB)

1. Please provide the following information on the activities of the PEI Statewide Training, Technical Assistance, and Capacity Building (TTACB) funds.

Activity Name; Brief Description; Estimated Funding Amount[4]	Target Audience/Participants[5]
1. Not applicable in FY 09/10	Not applicable in FY 09/10

[3] Note that very small counties (population less than 100,000) are exempt from this requirement.
[4] Provide the name of the PEI TTACB activity, a brief description, and an estimated funding amount. The description shall also include how these funds support a program(s) that demonstrates the capacity to develop and provide statewide training, technical assistance and capacity building services and programs in partnership with local and community partners via subcontracts or other arrangements to assure the appropriate provision of community-based prevention and early intervention activities.
[5] Provide the names of agencies and categories of local partners external to mental health included as participants (i.e., K-12 education, higher education, primary health care, law enforcement, older adult services, faith-based organizations, community-based organizations, ethnic/racial/cultural organizations, etc.) and county staff and partners included as participants.

EXHIBIT D

ELIMINATION OF PROGRAM/PROJECT

Select one:

- ☐ CSS
- ☐ WET
- ☐ CF
- ☐ TN
- ☒ PEI
- ☐ INN

County: INYO

Program/Project Number/ Name: PATHS Preschool

Date of Elimination: 06/30/11 (program to be completed on 06/30/12)

1. Clearly identify the program/project proposed for elimination.

The PATHS Preschool program is an evidence-based early childhood program that provides prevention and early intervention services for young children (ages 0-5), especially those who are aggressive and have socialization issues. The PATHS Preschool program facilitates the development of self-control, positive self-esteem, emotional awareness, and interpersonal problem-solving techniques. These skills work to reduce classroom disruptions caused by bullying and other hostile behavior. The PATHS Preschool program is integrated into existing learning environments and adapted to suit individual classroom needs. The curriculum is designed to be taught by preschool teachers and integrated into regular classroom activities.

PATHS Preschool was implemented over a 2-year period in six preschool centers, and across 20 teachers, throughout Inyo County, including preschools managed by the local Native American tribe and the Inyo Mono Advocates for Community Action (IMACA), an organization that advocates for low-income residents of Inyo and Mono counties.

PEI funding supported a 0.5 FTE PATHS Preschool Coordinator, who implemented, trained, and operated the PATHS Preschool program. This position was a contract position between ICBH and the County Office of Education. PEI funds also covered the two-year curriculum for the preschool centers, as well as the training costs associated with training the PATHS Coordinator, preschool teachers, and parents as appropriate.

The evaluation required that the preschool teachers complete a student survey at the beginning and end of the school year. This process was designed to track client outcomes over time, and demonstrate to the parents the changes in behavior as a result of the program.

2. Describe the rationale for eliminating the program/project.

Stakeholders supported a full two-year implementation of this strategy, envisioning the curriculum being implemented over two complete school years. The initial training in the curriculum occurred during the first year of implementation and the first lessons were presented to preschoolers. The curriculum was then to be implemented in its entirety for the next two school years. The funds have been used to support the purchase of the curriculum and the accompanying training of preschool providers. Funds have also been used to support the implementation efforts through the use of a half-time coordinator.

As the implementation continued, we found that it was difficult for the preschool teachers to complete the student survey twice each year. As a result, there has been little useful outcome data collected and submitted to the evaluator and Mental Health Services to date. This issue creates a difficult situation for ICBH in communicating the value of the program to parents and other stakeholders. Given the completion of the two year commitment to the project, the inability to effectively demonstrate the value of the program, and the interest in community stakeholders to use this money for other high-priority populations in the county, there has been a decision to eliminate the continued funding of the PATHS Preschool program, and to re-evaluate the program for FY 13/14, dependent on priorities.

Note: The contract for the PATHS Preschool project will be extended into FY 2011/12, utilizing rollover funds that are available to the project; however, no additional funding will be assigned to the project from the FY 11/12 MHSA allocation.

3. Describe how the funding for the eliminated program/project will be used.

The additional funding will be used to support and expand the remaining PEI projects (PCIT and Older Adult PEI Services). The PCIT program in Inyo County has been very effective in obtaining positive outcomes and teaching parents the skills to shape positive behaviors in their child. This funding will be used to support the PCIT services and increase the number of parents who are trained each year.

These funds will also be used to expand mental health nursing services for the large older adult population in Inyo County. With recent cuts to other valued programs for older adults in the past few years, the community stakeholders have emphasized the importance of developing and expanding mental health services for this vulnerable population. With limited resources in this community, and regional services hard to access, providing mental health services to older adults is extremely important. This funding will be used to expand mental health nursing outpatient services to help older adults receive integrated mental health and physical health services to maintain independent living, whenever possible.

4. Describe how the population that was being served by this program will continue to be served.

The contract for the PATHS Preschool project will be extended into FY 2011/12, utilizing rollover funds that are available to the project; however, no additional funding will be allocated to the project. In addition, the target population will continued to be served through programs offered by the County Office of Education, as well as through the ICBH PCIT program and outpatient mental health services for children and their families.

EXHIBIT D1

PREVIOUSLY APPROVED PROGRAM
Community Services and Supports

County: Inyo ☐ **No funding is being requested for this program.**
Program Number/Name: MHSA System Transformation Program (CSS)
Date: 06/06/11

SECTION I: PROGRAM SPECIFIC PROGRESS REPORT FOR FY 09/10

☐ **This program did not exist during FY 09/10.**

A. List the number of individuals served by this program during FY 09/10, as applicable.

Age Group	# of individuals FSP	# of individuals GSD	# of individuals OE	Cost per Client FSP Only
Child and Youth	0	5	20	-
TAY	9	10	20	$18,579
Adults	21	41	90	$18,579
Older Adults	8	8	20	$18,579
Total	38	64	150	-
Total Number of Individuals Served (all service categories) by the Program during FY 09/10:			252	

B. List the number of individuals served by this program during FY 09/10, as applicable.

Race and Ethnicity	# of Individuals	Primary Language	# of Individuals	Culture	# of Individuals
White	123	English	128	LGBTQ	*Unknown*
African American		Spanish	22	Veteran	*Unknown*
Asian	1	Vietnamese		Other	*Unknown*
Pacific Islander	1	Cantonese			
Native American	3	Mandarin			
Hispanic	22	Tagalog			
Multi		Cambodian			
Unknown		Hmong			
Other		Russian			
		Farsi			
		Arabic			
		Other			

MHSA System Transformation Program (CSS)

C. Answer the following questions about this program.

1. Briefly report on the performance of the program during FY 09/10 including progress in providing services to unserved and underserved populations, with emphasis on reducing ethnic and cultural disparities.

Our CSS programs now serve all four age groups. We are continuing to develop ways to engage the Latino and Native American communities and we continually try to develop activities and resources for these populations. Our bilingual, bicultural case manager does an excellent job of outreach into the community, helping to reduce discrimination and the stigma associated with mental health services, and bringing families in to services. Our bilingual, bicultural clinician is then able to work closely with the case manager to deliver services and coordinate with the case manager to meet the needs of these clients and their families. These individuals provide services in the home and community to help reduce barriers to services. They are also available to help transport clients to appointments and link them to other services. They provide interpreter services in the clinic and at appointments, as needed.

We also help individuals in the community who are Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex, or Two-Spirited (LGBTQI2-S) to link them to support groups. Several of our clients attend the Parents, Families, and Friends of Lesbians and Gays (PFLAG) group on-line. This internet support group helps expand our existing services and provides a positive, supportive community in this small, rural county.

We also provide outreach activities to the Native American community in Inyo County. Several of our clients are Native American; a few have been served through our Full Service Partnership program.

The Wellness Centers create a welcoming environment and have been very effective at providing services to our clients in Bishop and Lone Pine. These centers are successful in engaging diverse clients and offering a broad range of activities to help them recover and thrive.

Services for all youth and adults, including the persons who have been identified as FSP, are culturally and linguistically competent. The race/ethnicity of persons served in the MHSA programs reflects the race/ethnicity of our county, with a number of our FSP clients from the Latino and Native American communities.

MHSA System Transformation Program (CSS)

2. Describe any key differences and any major challenges with implementation of this program as a result of the fluctuation in MHSA funding and overall mental health funding.
We have been pleased with our ability to expand our services through MHSA funding to better meet the needs of our clients. Funding has made a difference in helping clients and their families to meet their goals and achieve positive outcomes. As State mental health funding becomes scarce and reduced, our ability to keep people out of the hospital and other high-cost services becomes challenged.

EXHIBIT D1

PREVIOUSLY APPROVED PROGRAM
Community Services and Supports

MHSA System Transformation Program (CSS)

SECTION II: PROGRAM DESCRIPTION FOR FY 11/12

1) Is there a change in the service population to be served?	Yes ☐ No ☒
2) Is there a change in services?	Yes ☐ No ☒
3) a) Complete the table below:	

FY 10/11 funding	FY 11/12 funding	Percent Change
$767,178	$680,800	-11%

b) Is the FY 11/12 funding requested outside the ± 25% of the previously approved amount, **or,**	Yes ☐ No ☒
For Consolidated Programs, is the FY 11/12 funding requested outside the ± 25% of the sum of the previously approved amounts?	Yes ☐ No ☐
c) If you are requesting an exception to the ±25% criteria, please provide an explanation below.	

NOTE: If you answered YES to any of the above questions (1-3), the program is considered Revised Previously Approved. Please complete an Exhibit F1.

A. List the estimated number of individuals to be served by this program during FY 11/12, as applicable.

Age Group	# of individuals FSP	# of individuals GSD	# of individuals OE	Cost per Client FSP Only
Child and Youth	3	15	35	$16,500
TAY	10	5	20	$16,500
Adults	22	30	70	$16,500
Older Adults	10	15	30	$16,500
Total	45	65	155	-
Total Estimated Number of Individuals Served (all service categories) by the Program during FY 11/12:				265

MHSA System Transformation Program (CSS)

B. Answer the following questions about this program.

1. Provide a description of your previously approved program that includes the array of services being provided. Also provide information about targeted age group, gender, race/ethnicity and language spoken by the population to be served.

The MHSA CSS System Transformation program provides services to all ages [children (ages 0-17); transition age youth (ages 16-25); adults (ages 18-59); older adults (ages 60+)]; all genders; and all races/ethnicities. We offer a "whatever it takes" service approach in helping individuals achieve their goals. Services for all populations help reduce ethnic disparities, offer peer support, and promote values-driven, evidence-based practices to address each individual's unique needs and mental health. These services emphasize wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families. Services are delivered in a timely manner and are sensitive to the cultural needs of each individual.

The CSS Program includes comprehensive assessment services; wellness and recovery action planning; case management services; individual and group mental health services; crisis services; short-term hospitalizations; peer-led self-help/support groups; education and employment support; anti-stigma events; linkages to needed services; and housing support. Our Adult and Older Adult Wellness Centers (located in Bishop and Lone Pine) provide adults and older adults with necessary services and supports in a welcoming environment. In addition, our Transition Age Youth program provides opportunities for youth to participate in age-appropriate activities. The TAY youth utilize the Wellness Center in Bishop once a week, meeting together to socialize, listen to guest speakers, and develop leadership skills.

CSS programs continue to provide the opportunity to change our service delivery model and build transformational programs and services.

2. If this is a consolidation of two or more programs, provide the following information:
   a) Names of the programs being consolidated.
   b) How existing populations and services to achieve the same outcomes as the previously approved programs.
   c) The rationale for the decision to consolidate programs.

This program was consolidated in the 2008/09 Annual Update.

3. If you are not requesting funding for this program during FY 11/12, explain how the County intends to sustain this program.

Not applicable.

EXHIBIT D3

PREVIOUSLY APPROVED PROGRAM
Prevention and Early Intervention

County: Inyo
Program Number/Name: Parent-Child Interaction Therapy (PCIT) Community Collaboration (PEI)

☐ **Please check box if this program was selected for the local evaluation**

Date: 06/06/11

SECTION I: PROGRAM SPECIFIC PROGRESS REPORT FOR FY 09/10

☐ **Please check box if your county did not begin implementation of this PEI program in FY 09/10. Please provide an explanation for delays in implementation and then skip to Section II: Program Description for FY 11/12.**

Not applicable.

A. List the number of individuals served by this program during FY 09/10, as applicable. (NOTE: For prevention, use an estimated number.)

Age Group	# of Individuals	Race and Ethnicity	# of Individuals	Primary Language	# of Individuals	Culture	# of Individuals
Child and Youth (0-17)	17	White	8	English	16	LGBTQ	*Unknown*
Transition Age Youth (16-25)		African American		Spanish	1	Veteran	*Unknown*
Adult (18-59)		Asian		Vietnamese		Hispanic	*Unknown*
Older Adult (60+)		Pacific Islander		Cantonese		Consumer	*Unknown*
		Native American	4	Mandarin		Other	*Unknown*
Families	17	Hispanic	4	Tagalog			
		Multi	1	Cambodian			
		Unknown		Hmong			
		Other		Russian			
				Farsi			
				Arabic			
				Other			

Prevention and Early Intervention

Parent-Child Interaction Therapy (PCIT) Community Collaboration (PEI)

B. Please complete the following questions about this program during FY 09/10.

1. Briefly report on the performance of the program during FY 09/10, including progress in providing services to unserved and underserved populations, with emphasis on reducing ethnic and cultural disparities. Please describe any key differences and major challenges with implementation of this program, if applicable.

Several of our staff have been trained and certified to offer Parent-Child Interaction Therapy (PCIT). This is an evidence-based intensive parent-training program which has been found to be effective for families with aggressive, defiant, and non-compliant children; families with parents who have limited parenting skills; and families who have experienced domestic violence and/or child abuse. PCIT focuses on promoting positive parent-child relationships and interactions, while teaching parents effective parenting skills. PCIT has been shown to be an effective treatment program for children ages 2-7 years. This program has been adapted as an intervention for many different types of families (child welfare population, at-risk families, adoptive families, foster families, and other languages including Spanish).

PCIT teaches families individualized parenting skills that are developed through a process in which parents directly receive instruction through an earpiece that is linked to a therapist. The therapist, behind a one-way mirror and/or via a live camera feed, observes interactions between the parent and child, coaches the development of relationship enhancing techniques, and gives behavioral interventions for responding to difficult parent-child situations. Sessions last about one hour, occur over 18-20 weekly visits, and show very strong outcomes for both parents and children.

Currently, ICBH offers PCIT at one location in the county: our mental health clinic in Bishop. An ICBH mental health clinician is trained in PCIT and receives supervision and support approximately one (1) hour each week through a contract with a certified PCIT trainer. Our PCIT Community Collaborative program has been working to expand PCIT delivery in the public mental health system and into the community. We are in the process of training up to four (4) mental health clinicians, targeting both ICBH staff and personnel from local community-based organizations. PEI funding has allowed us to contract with the University of California, Davis, for PCIT instruction and follow-up, as well as fund the clinicians' time spent in training. In 09/10, the funds also allowed us to contract with a children's services clinician to provide additional support to the PCIT program. In addition, we have provided training in PCIT to two (2) of our case managers. The case managers reinforce the PCIT principles with parents in the home and also use this language to work in the classroom.

We have purchased a second suite of PCIT equipment and are able to set up an additional PCIT delivery site at the ICBH mental health clinic in Lone Pine. This equipment will be "mobile" and available to our trained partner organizations in the community

This is a highly effective program and the families show improved outcomes as a result of this intensive parenting program. In addition, the children and their siblings show improved behavior (positive social interactions, following directions, reduction in acting out behavior) as a result the program.

2. Please provide any available data on program outcomes. If this program was selected for the local evaluation of a PEI program[6], please provide an analysis of results or progress in the local evaluation. The analysis shall include, but not be limited to:
   a) A summary of available information about person/family-level and program/system-level outcomes from the PEI program
   b) Data collected, including the number of program participants under each priority population served by age, gender, race, ethnicity, and primary language spoken
   c) The method(s) used in this evaluation, including methods to ensure that evaluation results reflect the perspectives of diverse participants
   d) Specific program strategies implemented to ensure appropriateness for diverse participants
   e) Changes and modifications made during the program's implementation, if any, and the reason(s) for the changes

As a very small county, Inyo is exempt from this requirement.

[6] Note that very small counties (population less than 100,000) are exempt from this requirement

EXHIBIT D3

PREVIOUSLY APPROVED PROGRAM
Prevention and Early Intervention

Parent-Child Interaction Therapy (PCIT) Community Collaboration (PEI)

SECTION II: PROGRAM DESCRIPTION FOR FY 11/12

1. Is there a change in the Priority Population or the Community Mental Health Needs?	Yes ☐	No ☒
2. Is there a change in the type of PEI activities to be provided?	Yes ☐	No ☒
3. a) Complete the table below:		

FY 10/11 funding	FY 11/12 funding	Percent Change
$46,802	$51,325	+10%

b) Is the FY 11/12 funding requested outside the ± 25% of the previously approved amount, **or,**	Yes ☐	No ☒
For Consolidated Programs, is the FY 11/12 funding requested outside the ± 25% of the sum of the previously approved amounts?	Yes ☐	No ☐
c) If you are requesting an exception to the ±25% criteria, please provide an explanation below.		

NOTE: If you answered YES to any of the above questions (1-3), the program is considered Revised Previously Approved. Complete Exhibit F3.

A. Answer the following questions about this program.

1. Please include a description of any additional proposed changes to this PEI program, if applicable.

There are no changes to this PEI Program in Fiscal Year 2011-2012.

2. If this is a consolidation of two or more previously approved programs, please provide the following information:
   a. Names of the programs being consolidated
   b. The rationale for consolidation
   c. Description of how the newly consolidated program will aim to achieve similar outcomes for the Key Priority Population(s) and Community Mental Health Need(s)

Not applicable.

Parent-Child Interaction Therapy (PCIT) Community Collaboration (PEI)

B. Provide the proposed number of individuals and families to be served by prevention and early intervention in FY 11/12.

	Prevention	Early Intervention
Total Individuals:		15
Total Families:		15

EXHIBIT D3

PREVIOUSLY APPROVED PROGRAM
Prevention and Early Intervention

County: Inyo

Program Number/Name: Older Adult PEI Services

☐ **Please check box if this program was selected for the local evaluation**

Date: 06/06/11

SECTION I: PROGRAM SPECIFIC PROGRESS REPORT FOR FY 09/10

☐ **Please check box if your county did not begin implementation of this PEI program in FY 09/10. Please provide an explanation for delays in implementation and then skip to Section II: Program Description for FY 11/12.**

Not applicable.

B. List the number of individuals served by this program during FY 09/10, as applicable. (NOTE: For prevention, use an estimated number.)

Age Group	# of Individuals	Race and Ethnicity	# of Individuals	Primary Language	# of Individuals	Culture	# of Individuals
Child and Youth (0-17)		White	730	English	742	LGBTQ	*Unknown*
Transition Age Youth (16-25)		African American	2	Spanish	8	Veteran	*Unknown*
Adult (18-59)		Asian	2	Vietnamese		Consumer	*Unknown*
Older Adult (60+)	750	Pacific Islander	1	Cantonese		Other	*Unknown*
		Native American	10	Mandarin			
		Hispanic	10	Tagalog			
		Multi		Cambodian			
		Unknown		Hmong			
		Other		Russian			
				Farsi			
				Arabic			
				Other			

EXHIBIT D3

PREVIOUSLY APPROVED PROGRAM
Prevention and Early Intervention

Older Adult PEI Services

B. Please complete the following questions about this program during FY 09/10.

1. Briefly report on the performance of the program during FY 09/10, including progress in providing services to unserved and underserved populations, with emphasis on reducing ethnic and cultural disparities. Please describe any key differences and major challenges with implementation of this program, if applicable.

Our community has a large number of individuals who are retired. This program has been helpful in identifying at-risk seniors who begin to exhibit symptoms of depression, prescription abuse, isolation, and other mental health conditions related to the aging population. The Older Adult Prevention and Early Intervention Program provides early mental health screening and intervention to older adults who are receiving Linkages Services, In Home Supportive Services, and/or are receiving Meals on Wheels. This program also trains agency partners, including Public Health and local physicians, to recognize the signs and symptoms of mental illness in older adults. This program provides linkage and support for older adults to access mental health and health care services.

The Older Adult Prevention and Early Intervention Program partially funds a Nurse position to support prevention and early intervention activities throughout the county in order to identify older adults who need mental health services. The program, utilizing a Mental Health Nurse, offers comprehensive assessment services to those older adults experiencing mental health problems that may interfere with their ability to remain independent in the community. The Nurse then links these individuals to resources within the community, including County Behavioral Health services. This program offers service alternatives for older adults who have been unserved and underserved in this community. Services are voluntary and client-directed, strength-based, employ wellness and recovery principles, address both immediate and long-term needs of program members, and are delivered in a timely manner that is sensitive to the cultural needs of the population served.

The Mental Health Nurse collaborates with other agencies that provide services to this population. These agencies include the In-Home Supportive Services, Adult Protective Services, local physicians, Public Health, Linkages Program, nursing homes, home health agencies, home delivery meals programs, and regional organizations which serve the elderly. All agencies receive training to complete a brief screening tool to help them recognize signs and symptoms of mental illness in older adults.

The Mental Health Nurse also provides services to older adults who are at risk of hospitalization or institutionalization and who may be homeless or isolated. These positions offer prevention and early intervention services to older adults in community settings that are the natural gathering places for older adults, such as our Senior Center sites in the community sites of Bishop, Big Pine, Independence, Lone Pine, and Tecopa. Older adults who need additional services are referred to Behavioral Health for ongoing treatment, as appropriate. In 09/10, the PEI fund also allowed us to contract with an older adult services clinician to provide additional support to the Older Adult PEI program. In addition, the Mental Health Nurse links caregivers to support groups to provide support and early intervention to family members who are caring for an elderly relative.

2. Please provide any available data on program outcomes. If this program was selected for the local evaluation of a PEI program[7], please provide an analysis of results or progress in the local evaluation. The analysis shall include, but not be limited to:
   f) A summary of available information about person/family-level and program/system-level outcomes from the PEI program
   g) Data collected, including the number of program participants under each priority population served by age, gender, race, ethnicity, and primary language spoken
   h) The method(s) used in this evaluation, including methods to ensure that evaluation results reflect the perspectives of diverse participants
   i) Specific program strategies implemented to ensure appropriateness for diverse participants
   j) Changes and modifications made during the program's implementation, if any, and the reason(s) for the changes

As a very small county, Inyo is exempt from this requirement.

[7] Note that very small counties (population less than 100,000) are exempt from this requirement

EXHIBIT D3

PREVIOUSLY APPROVED PROGRAM
Prevention and Early Intervention

Older Adult PEI Services

SECTION II: PROGRAM DESCRIPTION FOR FY 11/12

1. Is there a change in the Priority Population or the Community Mental Health Needs?	Yes ☐	No ☒
2. Is there a change in the type of PEI activities to be provided?	Yes ☐	No ☒
3. a) Complete the table below:		

FY 10/11 funding	FY 11/12 funding	Percent Change
$46,802	$58,501	+25%

b) Is the FY 11/12 funding requested outside the ± 25% of the previously approved amount, **or,**	Yes ☐	No ☒
For Consolidated Programs, is the FY 11/12 funding requested outside the ± 25% of the sum of the previously approved amounts?	Yes ☐	No ☐
c) If you are requesting an exception to the ±25% criteria, please provide an explanation below.		

NOTE: If you answered YES to any of the above questions (1-3), the program is considered Revised Previously Approved. Complete Exhibit F3.

A. Answer the following questions about this program.

1. Please include a description of any additional proposed changes to this PEI program, if applicable.

A full-time (1.0 FTE) Case Manager position will be added to the program, financed through a combination of MHSA funds. The full-time Case Manager will provide an increased number of prevention and early intervention services to the older adult population in our community. No other changes are proposed to this program.

2. If this is a consolidation of two or more previously approved programs, please provide the following information:
   d. Names of the programs being consolidated
   e. The rationale for consolidation
   f. Description of how the newly consolidated program will aim to achieve similar outcomes for the Key Priority Population(s) and Community Mental Health Need(s)

Not applicable.

Older Adult PEI Services

B. Provide the proposed number of individuals and families to be served by prevention and early intervention in FY 11/12.		
	Prevention	**Early Intervention**
Total Individuals:	750	20
Total Families:	95	20

XX add Exhibit E, E1, E3, here (budget docs, Excel)

EXHIBIT E

2011/12 ANNUAL UPDATE

MHSA SUMMARY FUNDING REQUEST

County: Inyo

Date: 1/13/2012

	MHSA Funding					
	CSS	WET	CFTN	PEI	INN	Local Prudent Reserve
A. FY 2011/12 Component Allocations						
1. Published Component Allocation	$851,000			$126,300		
2. Transfer from FY 11/12[a]	$0					
3. Adjusted Component Allocation	$851,000					
B. FY 2011/12 Funding Request						
1. Requested Funding in FY 2011/12	$851,000			$192,698		
2. Requested Funding for CPP						
3. Net Available Unexpended Funds						
a. Unexpended Funds from FY 09/10 Annual MHSA Revenue and Expenditure Report	$0			$66,398		
b. Amount of Unexpended Funds from FY 09/10 spent in FY 10/11 (adjustment)	$0			$0		
c. Unexpended Funds from FY 10/11				$0		
d. Total Net Available Unexpended Funds	$0	$0		$66,398	$0	
4. Total FY 2011/12 Funding Request	**$851,000**	**$0**	**$0**	**$126,300**	**$0**	
C. Funds Requested for FY 2011/12						
1. Unapproved FY 06/07 Component Allocations						
2. Unapproved FY 07/08 Component Allocations						
3. Unapproved FY 08/09 Component Allocations						
4. Unapproved FY 09/10 Component Allocations[b]						
5. Unapproved FY 10/11 Component Allocations[b]						
6. Unapproved FY 11/12 Component Allocations[b]	$851,000			$126,300		
Sub-total	$851,000	$0	$0	$126,300	$0	
7. Access Local Prudent Reserve						
8. FY 2011/12 Total Allocation[c]	**$851,000**	**$0**	**$0**	**$126,300**	**$0**	

Amended PEI to add RN & delete NP:

		Amended
PH/MH Nurse Practioner 50/50	$ 140,000	$ (70,000)
RN		$ 108,000
Differnce to be added to PEI amendmet---->		$ 38,000

NOTES (01/11/12-GE/JK):

10 RER PEI R/O	11 Alloc	12 Alloc	13 Alloc - est	14 Alloc - est	Total YTD Alloc.
$198,000	$ 147,400	$ 126,300	$ 126,300	$ 126,300	$ 724,300

(1) Itemize est exps:	10/11	11/12 (2)	12/13 (2)	12/14 (2)	Total YTD est.exp.
RN - .50	$ 54,000	$ 54,000	$ 54,000	$ 54,000	
RN - 1.00	$ -	$ 18,000	$ 108,000	$ 108,000	
Contract	$ 45,000	$ 45,000	$ -	$ -	
Indiv Contracts	$ 10,000	$ 10,000	$ 10,000	$ 10,000	
Progam Supp	$ 21,120	$ 27,060	$ 56,760	$ 56,760	
Tot	$ 130,120	$ 154,060	$ 228,760	$ 228,760	$ 741,700

(1) Diff-->> $ (17,400)

(1) Discussion (GE/JK/DC/GZ-01/11/12) diff can be funded w/CSS funds, if ness

(2) Per M.Geiss, 01/01/12 small Tech Assist Mtg, the 13 & 14 could be much higher

NOTE:
1. Line 3.a and 3.b. should be completed if annual update is being submitted prior to the end of FY 10/11.
2. Line 3.a., 3.b., 3.c., and 3.d. should be completed if annual update is being submitted after the end of FY 10/11.
3. Line 3.a. should be consistent with the amount listed on the FY 09/10 Annual MHSA Revenue and Expenditure report, Enclosure 9, Total Unexpended Funds line.
4. Line 3.c. should be consistent with the amount listed on the FY 10/11 Annual MHSA Revenue and Expenditure report, Total Unexpended Funds line.
5. Line 3.c. will be verified upon receipt of the FY 10/11 Annual MHSA Revenue and Expenditure report and adjustments will be made as necessary.

[a] Per Welfare and Institutions Code Section 5892(b), in any year after 2007-08, Counties may use a portion of their CSS funds for WET, CFTN, and the Local Prudent

[b] For WET and/or CFTN components, enter amount of unapproved funds being requested for use from any of the years a transfer from CSS was made.

[c] Must equal line B.4. for each component.

FY 2011/12 ANNUAL UPDATE

EXHIBIT E1

CSS FUNDING REQUEST

County: Inyo

Date: 3/31/2011

	CSS Programs		FY 11/12 Requested MHSA Funding	Estimated MHSA Funds by Service Category				Estimated MHSA Funds by Age Group				
	No.	Name		Full Service Partnerships (FSP)	General System Development	Outreach and Engagement	MHSA Housing Program	Children and Youth	Transition Age Youth	Adult	Older Adult	
		Previously Approved Programs										
1.	1	System Transformation	$680,800	$188,777	$393,618	$98,405	$0	$136,160	$170,200	$238,280	$136,160	
2.			$0									
3.			$0									
4.			$0									
5.			$0									
6.			$0									
7.			$0									
8.			$0									
9.			$0									
10.			$0									
11.			$0									
12.			$0									
13.			$0									
14.			$0									
15.			$0									
16.		Subtotal: Programs [a/]	$680,800	$188,777	$393,618	$98,405	$0	$136,160	$170,200	$238,280	$136,160	Percentage
17.		Plus up to 15% Indirect Administrative Costs	$102,120									15%
18.		Plus up to 10% Operating Reserve	$68,080									8.7%
19.		Subtotal: Programs/Indirect Admin./Operating Reserve	$851,000									
		New Programs/Revised Previously Approved Programs										
1.			$0									
2.			$0									
3.			$0									
4.			$0									
5.			$0									
6.		Subtotal: Programs [a/]	$0	$0	$0	$0	$0	$0	$0	$0	$0	
7.		Plus up to 15% Indirect Administrative Costs										
8.		Plus up to 10% Operating Reserve										
9.		Subtotal: Programs/Indirect Admin./Operating Reserve	$0									
10.		**Total MHSA Funds Requested for CSS**	$851,000									

a/ Majority of funds must be directed towards FSPs (Cal. Code Regs., tit. 9, § 3620, subd. (c)). Percent of Funds directed towards FSPs= 27.70%

Additional funding sources for FSP requirement:
County must provide the majority of MHSA funding toward Full Service Partnerships (FSPs). If not, the county must list what additional funding sources and amount to be used for FSPs. [In addition, the funding amounts must match the Annual Cost Report.] Refer to DMH FAQs at http://www.dmh.ca.gov/Prop_63/ MHSA/Community_Services_and_Supports/docs/FSP_FAQs_04-17-09.pdf

CSS Majority of Funding to FSPs

		Other Funding Sources									
	CSS	State General Fund	Other State Funds	Medi-Cal FFP	Medicare	Other Federal Funds	Re-alignment	County Funds	Other Funds	Total	Total %
Total Mental Health Expenditures:	$188,777	$31,083	$0	$127,356	$0	$0	$0	$0	$0	$347,216	51%

form Revised 12/29/10

FY 2011/12 ANNUAL UPDATE

EXHIBIT E3

PEI FUNDING REQUEST

County: Inyo

Date: 1/13/2012

	PEI Programs		FY 11/12 Requested MHSA Funding	Estimated MHSA Funds by Type of Intervention		Estimated MHSA Funds by Age Group				
	No.	Name		Prevention	Early Intervention	Children and Youth	Transition Age Youth	Adult	Older Adult	
		Previously Approved Programs								
1.	A	PCIT Community Collaboration	$51,325		$51,325	$51,325				
2.	B	Older Adult PEI Services	$124,899	$24,980	$99,919				$124,899	
3.			$0							
4.			$0							
5.			$0							
6.			$0							
7.			$0							
8.			$0							
9.			$0							
10.			$0							
11.			$0							
12.			$0							
13.			$0							
14.			$0							
15.			$0							
16.	Subtotal: Programs*		$176,224	$24,980	$151,244	$51,325	$0	$0	$124,899	Percentage
17.	Plus up to 15% Indirect Administrative Costs		$16,474							9%
18.	Plus up to 10% Operating Reserve									0.0%
19.	Subtotal: Programs/Indirect Admin./Operating Reserve		$192,698							
	New/Revised Previously Approved Programs									
1.			$0							
2.			$0							
3.			$0							
4.			$0							
5.			$0							
6.	Subtotal: Programs*		$0	$0	$0	$0	$0	$0	$0	
7.	Plus up to 15% Indirect Administrative Costs									
8.	Plus up to 10% Operating Reserve									
9.	Subtotal: Programs/Indirect Admin./Operating Reserve		$0							
10.	**Total MHSA Funds Requested for PEI**		$192,698							

~~*Majority of funds must be directed towards individuals under age 25. Percent of funds directed towards those under 25 yr~~ (Small counties are exempt from this requirement.)

Note: Previously Approved Programs that propose changes to Key Community Health Needs, Priority Populations, Activities, and/or funding as described in the Information Notice are considered New.

XX add Exhibit E, E1, E3, here (budget docs, Excel)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: April 10, 2012

SUBJECT: Approval of Budget Amendments to the Planning and Natural Resources Budgets and Amendment #3 to the Contract Between the County of Inyo and Gruen Gruen + Associates

DEPARTMENTAL RECOMMENDATION

Request your Board:

1) Amend the Planning Budget Unit 023800 by increasing revenue in Services and Fees (Revenue Code #4819) by $35,000, and increasing appropriations in the Internal Charges (Object Code #5121) by $35,000. (4/5^{ths} vote required);
2) Amend the Natural Resources Budget 010204 by increasing revenue in Intra County Charges (Revenue Code #4821) by $35,000, and increasing appropriations in Professional and Special Services (Object Code #5265) by $35,000. (4/5^{ths} vote required); and
3) Approve Amendment #3 to the Contract between the County of Inyo and Gruen Gruen + Associates, increasing the amount of the contract by $35,000, for a total contract amount not to exceed $155,000, contingent upon Boards adoption of future budgets, and authorize the County Administrator to sign, contingent upon appropriate signatures being obtained.

SUMMARY DISCUSSION

On October 25, 2011, your Board approved Amendment #1 to the County's contract with Gruen Gruen + Associates (GGA) to extend the term of the agreement from October 26, 2010 to June 30, 2013, and changing the Scope of Work to include analyzing potential socioeconomic impacts associated with renewable energy projects proposed in Inyo County in addition to the City of Los Angeles Department of Water and Power Solar Ranch which was originally the subject of the contract with GGA. At the time, the Agenda Request Form identified the Hidden Hills Solar Energy Generating Station (HHSEGS) proposed by BrightSource Energy in Charleston View as a new project requiring socioeconomic analysis to ensure that project's impacts to the County are fully mitigated and benefits fully realized. It was also noted that the contract would continue to be funded with County funds budgeted in the Natural Resources budget, but that staff would be exploring and endeavoring to recover the costs associated with this contract through developer fees charges to BrightSource directly, or through the California Energy Commission (CEC).

The amount of time County staff (primarily Planning, County Counsel and Administration staff, but also affecting staff resources in most other County departments) and the County's legal and socioeconomic consultants have spent on the HHSEGS Project has increased substantially since BrightSource submitted its Application For Certification for the HHSEGS to the CEC, and the CEC staff found the application to be "Data Adequate" last fall. On December 20, 2011, your Board amended the Planning and Natural Resources budgets to recognize additional reimbursed revenue and costs associated with the County's participation in the HHSEGS permitting process, and approved Amendment #2 to the contract between the County of Inyo and Gruen Gruen + Associates, increasing the amount of the contract and revising the fee schedule to reflect new rates taking effect January 1, 2012. Due to a flurry of activity around the HHSEGS Project in early 2012, it is necessary to again amend the contract with GGA by a recommended $35,000.

County departments and the County's legal and socioeconomic consultants continue to expend considerable staff time and resources on the HHSEGS project, and it is recommended that the Natural Resources budget be amended to not only reflect the increase in the amount of the contract with GGA, but also to reflect increased revenues associated with BrightSource's reimbursement of the GGA contract. To accomplish this, the Planning budget also needs to be amended to reflect increased revenues from BrightSource's reimbursements as well as disbursements to reimburse other County departments and budgets, such as the Natural Resources budget. County departments continue to track staff time and travel expenses spent on the Project, as well as contractor expense, for purposes of claiming reimbursement from BrightSource.

BrightSource Energy has, to date, agreed to fund the County's costs related to the permitting of the HHSEG Project, and the County and company are currently working to formalize this arrangement as part of BirghtSource's anticipated General Plan Amendment application. However, additionally and alternatively, the County still has the ability to seek reimbursement for its work on the HHSEG Project through the CEC, and staff has presented the CEC with a preliminary budget of its anticipated costs relative to the permitting process to preserve the County's right in this area.

The socioeconomic analysis services provided by GGA are critical to ensuring that impacts of the HHSEGS on the County, both during its construction and operation, are fully mitigated and any benefits fully realized. The HHSEGS Workshop held for the Board of Supervisors on March 13, 2012, demonstrated the value of GGA's services to the County. With assistance from GGA, departments were able to conservatively estimate the Project's construction related cost impacts to County programs, services and facilities at over $11 Million and ongoing costs to the County of $1.7 Million a year and increasing during the Project's ensuing operation; and these costs were compared to projected property tax revenue that would be accrued to the County of Inyo of just over $1.1 Million per year. GGA will continue to (a) provide peer review functions relative to socioeconomic analyses prepared and/or revised by both BrightSource and the CEC; (b) assist County departments in identifying and revising the costs associated with direct and indirect impacts from the construction and operation of the HHSEGS as new information is provided by the applicant or otherwise gleaned through the CEC process, and advocating for appropriate mitigation; and (c) assisting County staff in discussions with the CEC and BrightSource regarding appropriate mitigation for HHSEGS-related impacts on County services and programs.

It should be noted that if it becomes necessary, later in the CEC's permitting process, for the County to prepare its own socioeconomic analysis relative to the HHSEGS, or County departments are unable to fully quantify the costs of the project's direct and indirect impacts on their respective departmental programs and services, the scope and associated cost of GGA's work on the project will increase significantly over what is currently being funded. Should it become necessary to again amend this agreement in the future, it would be anticipated that the cost of doing so would continue to be funded by BrightSource, either directly or through the CEC.

ALTERNATIVES

Your Board could choose not to amend either or both of the budgets, or the contract with GGA. However, this is not recommended since the budget amendments reflect reimbursements for costs the County has, and will continue to incur relative to the permitting of the HHSEGS and ensuring the County's interests are fully represented and its costs fully reimbursed to the extent practical.

OTHER AGENCY INVOLVEMENT

The California Energy Commission has exclusive permitting authority for BrightSource Energy's HHSEGS Project. The County Administrator and Planning Director, in coordination with County Counsel, will oversee the work performed

by GGA in support of the County. All County departments will be expected to participate in the identification and documentation of socio-economic impacts to the County.

FINANCING

Funding for this work will be provided as reimbursements from the HHSEGS Project applicant, BrightSource Energy – either directly to the County or through the California Energy Commission reimbursement process – and is reflected in the recommended amendments to the Planning and Natural Resources budgets. Alternatively, there is sufficient funding in the Natural Resources budget fund balance to fund the cost of the GGA contract amendment, but using these funds are not recommended as long as the County can have its costs reimbursed by BrightSource.

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.)* R Approved: ✓ Date 4.4.12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Jimmy Shepherd Approved: ✓ Date 4/3/12
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:
(Not to be signed until all approvals are received)_____ Date:_____

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gruen Gruen + Associates
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gruen Gruen + Associates, of San Francisco, California, (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of Independent Contractor Services dated October 26, 2010, on County of Inyo Standard Contract No. 123, for the term from October 26, 2010 to June 30, 2013.

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:

3. CONSIDERATION.

E. 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, including travel and per diem expenses, if any, shall not exceed One hundred fifty five thousand ($155,000.00) dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services of work performed, including travel or per diem, which is in excess of the contract limit.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND
GRUEN GRUEN + ASSOCIATES

SCHEDULE OF FEES

1. COMPENSATION

A) County shall pay Contractor for hours expended by personnel employed or retained by Contractor to complete tasks outlined in Attachment A – Scope of Work at the rate specified below for each person. County shall pay Contractor for all expenses incurred by the Contractor incident to completing any task specified in the Scope of Work.

BILLING RATES
(through December 31, 2012)

Staff	Standard Hourly $
Dr. Claude Gruen, Principal Economist	350.00*
Nina Gruen, Principal Sociologist	350.00*
Aaron Gruen, Principal	200.00
Debra Jeans, Principal	200.00
Michael Miller, Research Associate	125.00
Andrew Ratchford, Research Associate	110.00
Research Assistants	80.00- 100.00
Support	
Judy Lofton, Administrative Assistant	100.00
Interviewers and Coders	Twice hourly rates
Testimony and Deposition Rate	25% over standard rate for deposition or court testimony with no split days

* The firm's two principals ,Nina Gruen and Dr. Claude Gruen, discount their standard rate of $400 by $50 to $350 per hour for public sector or nonprofit clients.

B) Contractor will be paid for travel time at the rate of Fifty Dollars ($50) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

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

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gruen Gruen + Associates
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

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

FOR THE BOARD MEETING OF: April 10, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request Board approve the minutes of the Board of Supervisors Meeting of March 27, 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.

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

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

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

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
14

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

FROM: HEALTH & HUMAN SERVICES – IMAAA

FOR THE BOARD MEETING OF: **April 10, 2012**

SUBJECT: Proposal to Become New Area Agency on Aging for Inyo-Mono Planning and Service Area 16

DEPARTMENTAL RECOMMENDATION:
Request Board approve the Proposal for Designation as the Area Agency on Aging (AAA) for Planning and Service Area (PSA) 16, requesting the California Department of Aging (CDA) designate the County of Inyo as the Eastern Sierra Area Agency on Aging (ESAAA), and authorize the Chairman to sign the cover letter.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Following the December 2011 action by the Governing Board of the Inyo Mono Area Agency on Aging (IMAAA) to inform the California Department of Aging (CDA) of IMAAA's intent to discontinue administering regional AAA services, your Board sent a February 2012 Letter of Intent to pursue AAA designation. CDA responded by requesting a detailed proposal within sixty (60) days, outlining requirements as specified in California Code of Regulations Title 22, Section 7206(e). That proposal is the subject of this request.

Please note that this proposal seeks to (1) provide seamless transition at the governance level in a manner that has little-to-no impact at the service level for Inyo County seniors; (2) re-name the two-county regional program to be known as the Eastern Sierra Area Agency on Aging (ESAAA); and (3) revert to the former service model for Mono County seniors, a model in which Inyo County employees provide direct services to Mono County seniors and/or purchase portions of services from other vendors, including, possibly, Mono County. The services would continue as currently provided - as one of many Health and Human Services programs – and would include subcontractors for legal services and Ombudsman services.

ALTERNATIVES:
Board could decide not to submit this proposal, thus allowing CDA to either directly administer AAA services in PSA 16 or find another entity to administer the two-county program for the approximately $60,000 allocated for administration.

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

FINANCING:
There is no financing involved in this proposal, per se. However, the result of CDA's acceptance of this proposal would mean that all former IMAAA funds – beginning July 1, 2012 - would come directly to the County of Inyo for administration, rather than through the Joint Powers of the IMAAA Governing Board for policy decisions on disbursement of funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes Date: 3/29/2012
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: 3/30/12
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: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: ✓ Date: 03-30-2012

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 4-3-12

(on Board of Supervisors letterhead)

April 10, 2012

Edmond P. Long, Deputy Director
Long-Term Care and Aging Services Division
California Department of Aging
1300 National Drive, Suite 200
Sacramento, CA 95834

Dear Mr. Long:

Please find the enclosed proposal from the County of Inyo for designation as the Area Agency on Aging (AAA) for Planning and Service Area (PSA) 16. The elements in this proposal are consistent with the guidance you provided in your February 29, 2012 letter and guidance for such a proposal.

We look forward to your earliest response to assist us in expediting budget and service planning for regional seniors beginning July 1, 2012. Please contact our Health and Human Services/IMAAA Director Jean Turner at (760) 873-3305 or jturner@inyocounty.us, if you require further information.

Sincerely,

Marty Fortney, Chairman
Inyo County Board of Supervisors

cc: Lora Connolly, CDA Acting Director
Michael Alward, CDA Policy Manager
Kevin Carunchio, Inyo County Administrative Officer
Linda Arcularius, Chair, Inyo-Mono AAA Governing Board
Roger Rasche, Chair, Inyo-Mono AAA Advisory Council
Jean Turner, HHS/IMAAA Director

County of Inyo Proposal
To California Department of Aging
For Designation as the Area Agency on Aging
For Planning and Service Area (PSA) 16

April 2012

Pursuant to California Code of Regulations Title 22, Section 7206(e), the County of Inyo requests designation as the Area Agency on Aging (AAA) for Planning and Service Area 16 which includes the counties of Inyo and Mono. The following detail documents Inyo County's ability to successfully function as an AAA.

Fiscal Records – Please see *Attachment A* for results of the most recent Single Audit for Inyo County, a summary of the most recent budget for Inyo County, and for a detailed budget for the Health and Human Services Department where the new Eastern Sierra Area Agency on Aging (ESAAA) will be housed.

Organizational Structure – The County of Inyo has served for three decades as the administrative contractor and service provider for the current Inyo Mono Area Agency on Aging (IMAAA) Governing Board. Since 2008, the County of Inyo has staffed those administrative functions, as well as direct service functions, through the Inyo County Health and Human Services Department.

Although IMAAA will cease provision of regional Area Agency on Aging (AAA) services on June 30, 2012, the Inyo County Board of Supervisors proposes to continue provision of the same required administrative and service functions under the structure of County of Inyo governance, instead of as a contractor for the IMAAA Governing Board. Specifically, the Inyo County Board of Supervisors proposes to continue staffing all administrative and direct service functions through their Health and Human Services Department, using existing, experienced AAA staff. Those AAA services would be re-named the Eastern Sierra Area Agency on Aging (ESAAA), and would be co-located and coordinated with older adult services provided by Mental Health and Social Services.

Please see *Attachment B* for the organizational chart.

Accessibility Compliance - PSA 16 covers approximately 13,300 square miles. Spread throughout the region currently are six centers for congregate meals and senior activities. Five of the centers are located in the largest population centers in the region, primarily along the Highway 395 corridor at the base of the Sierra Nevada Mountains, which is where the main population clusters are located, as well. One additional center, serving a tiny population cluster, is located in the most southeastern region of Inyo County, in the community of Tecopa. Locations of centers throughout the expansive, mountainous region of PSA 16 were determined by each Mono and Inyo Boards of Supervisors decades ago, with an intent to provide centralized locations to the extent possible. Those locations are highlighted on the map in *Attachment C.*

Although all centers are equipped with kitchens for special events, the preparation of congregate and home-delivered meals is done in the only three locations with industrial kitchens: Lone Pine, Bishop and Walker. Meals are prepared, consistent with nutritional

standards set for Area Agencies on Aging, and are transported from those three sites to other locations for congregate nutrition and home delivery.

Each facility is a single-story building, is compliant with Americans With Disabilities Act (ADA) facility requirements, and can accommodate numbers of individuals described below. In every individual senior center, the overall space capacity exceeds the numbers of seniors who have participated in congregate meals at any one respective center.

	Total Community Population	*Total AAA Needs Assessment Respondents in 2012*	*Dining Capacity*
Tecopa area	267	15	102
Lone Pine area	2,445	32	125
Independence area	669	2	100
Big Pine area	1,756	16	100
Bishop area	10,380	115	125
Walker area	1,266	26	30

Note that centers in Mono County are limited because of historically identified need and use of services to seniors. The mountainous Mono communities with extreme winter climates are not conducive to adults with declining health and/or mobility issues. Mono County tends to attract outdoors enthusiasts who are physically healthy enough to manage such conditions. The largest population center in Mono County is Mammoth Lakes, a ski resort community, attracting more affluent and active older adults who tend to decline need and/or use of publicly funded services to seniors. Historically, the identified need for AAA services in Mammoth Lakes is extremely low and/or nonexistent.
Mono's lower income residents tend to reside in the community of Walker, with a few isolated individuals sprinkled along the Highway 6 communities of Benton and Chalfant Valley. Both Benton and Chalfant Valley are accessed more easily from Bishop in Inyo County; often services to those Mono communities are provided from Bishop.

Number and Qualification of AAA Staff - The new AAA will employ a total of 16.67 staff, including a mix of both full time and part time employees. Included in *Attachment D* are copies of job specifications and an organizational chart showing the full-time equivalency for each position.

Ability to Meet Federal Assurances – The County of Inyo agrees to meet all assurances as required in federal law, as outlined in the California Department of Aging Standard Agreement Exhibit D Article II. These assurances are detailed in *Attachment E* and include requirements to

1) ensure all subcontractors comply with applicable laws and assurances.
2) ensure nondiscrimination based on race, national origin, ethnicity, religion, age, sex, sexual orientation, color, or disability.
3) ensure that performance of work and services conforms to accepted professional standards.
4) prevent employees, consultants or members of governing bodies from using their positions, or give the appearance of being used, for a desire for private gain for themselves or others (such as family, business or other ties).

5) ensure no commission payments are made in order to obtain the Agreement with CDA.
6) promptly forward payroll taxes insurances and contributions (i.e., State Disability Insurance, Unemployment Insurance, etc.) to designated governmental agencies.
7) ensure compliance with applicable laws and standards in the construction or repair of any facilities.
8) ensure compliance with all applicable orders or requirements under the Clean Air Act, Clean Water Act, Federal Water Pollution Control Act, Environmental Protection Agency Regulations and Public Contract Code.
9) certify that, to the best of its knowledge and belief, the County and it subcontractors are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
10) certify that the County has not, within a three-year period preceding the Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining or performing a public transaction or contract, violation of antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
11) certify that the County is not presently indicted for or charged with commission of any of the offenses enumerated in #10 above.
12) certify that the County has not, within a three-year period, had one or more public transactions terminated for cause or default.
13) report any incidents of alleged fraud and/or abuse by either the County or a subcontractor.
14) timely execution of any and all amendments to the Agreement with CDA.
15) submit to CDA a copy of Board resolution, order or motion referencing the Agreement number authorizing execution of the Agreement and each subsequent amendment, and identifying the action taken.
16) maintain adequate staff to meet obligations under the Agreement.
17) ensure staff availability to the State for training and meetings which the State may find necessary.
18) be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
19) ensure any subcontractors under this Agreement shall be of sound financial status.
20) certify that no funds appropriated through this Agreement shall be used to influence awarding of contracts, loans or grants, and that if other non-federal appropriated funds are used for such purposes, the County will completed and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," and shall require such language in all subcontracts at all tiers and all sub-recipients.

Organizational Autonomy – The new Eastern Sierra Area Agency on Aging (ESAAA) will be administered through Inyo County Health and Human Services, and will be an integral part of our continuum of services to older adults in the region. The federally funded congregate and home-delivered meals are the core of the AAA services and serve to provide a reason for seniors to gather in congregate settings where other services then can be brought in to augment other areas of need. In particular, the congregate meal sites are the multipurpose centers for

- assessment of needs of older adults in multiple life domains
- links to other Social Services, Mental Health and physical health services

- senior volunteer groups to meet and conduct events (senior dances, Bingo, fitness classes, fundraisers, etc.)
- nutrition education
- physical and mental health and wellness education
- public transportation assistance
- Social Security teleconnectivity
- links to faith-based activities
- public information sessions
- coordinated recreational activities designed for older adults
- free Internet access
- socializing and supporting peers.

Over the years, regional senior residents have come to trust their local neighborhood Senior Centers as a base of operation for basic nutrition and other services for older adults. Those Centers serve both as landmarks and as safe havens for local older adult residents.

This proposed change in governance seeks to make changes only at the highest policy level for the AAA in the region. Concurrently this proposal seeks to ensure that the older Americans, who are designated as highest priority, are targeted first and the strength of core AAA operations are maintained without disruption to local seniors.

Any administrative co-location of services serves only to reduce administrative costs, enhance efficiencies, and further break down the silos of services available to older adults. The AAA's role in such organizational structure remains one of leadership in assessing needs of seniors and subsequently designing the most responsive available service strategies to meet those identified needs.

ATTACHMENT

A

FISCAL RECORDS

COUNTY OF INYO

SINGLE AUDIT REPORT

JUNE 30, 2010

COUNTY OF INYO

Single Audit Report
For the Year Ended June 30, 2010

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GALLINA LLP
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Supervisors and Grand Jury
County of Inyo
Independence, California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County of Inyo, as of and for the year ended June 30, 2010, which collectively comprise the County's basic financial statements and have issued our report thereon dated March 1, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the County of Inyo's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the County's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

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Board of Supervisors and Grand Jury
County of Inyo

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County of Inyo's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management, the Board of Supervisors, the Grand Jury, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than the specified parties.

Gallina LLP

Roseville, California
March 1, 2011

GALLINA LLP
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND INTERNAL CONTROL OVER COMPLIANCEIN ACCORDANCE WITH OMB CIRCULAR A-133

Board of Supervisors and Grand Jury
County of Inyo
Independence, California

Compliance

We have audited the compliance of the County of Inyo, with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2010. The County of Inyo's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the County of Inyo's management. Our responsibility is to express an opinion on the County of Inyo's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.* Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County of Inyo's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the County of Inyo's compliance with those requirements.

In our opinion, the County of Inyo complied, in all material respects, with the requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2010. However, the results of our auditing procedures disclosed an instance of noncompliance with those requirements, which is required to be reported in accordance with OMB Circular A-133 and which is described in the accompanying schedule of findings and questioned costs as item 10-SA-1.

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Board of Supervisors and Grand Jury
County of Inyo

Internal Control Over Compliance

The management of the County of Inyo is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered the County of Inyo's internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County of Inyo's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies or material weaknesses. However, we identified certain deficiencies in internal control over compliance that we consider to be significant deficiencies as described in the accompanying schedule of findings and questioned costs as item 10-SA-01. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

The County of Inyo's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit the County of Inyo's response and, accordingly, we express no opinion on the response.

Board of Supervisors and Grand Jury
County of Inyo

Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County of Inyo as of and for the year ended June 30, 2010, and have issued our report thereon dated March 1, 2011 which contained unqualified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

The Supplementary Schedule of the California Emergency Management Agency Grant Expenditures, on page 18, has not been subjected to auditing procedures applied in the audit of the basic financial statements, and, accordingly, we express no opinion on them.

This report is intended solely for the information and use of management, the Board of Supervisors, the Grand Jury, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than theses specific parties.

Gallina LLP

Roseville, California
March 1, 2011

COUNTY OF INYO

Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2010

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Grantor's Number	Disbursements/ Expenditures
U.S. Department of Agriculture			
Passed through State Department of Social Services:			
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	--	$ 270,444
Subtotal Supplemental Nutrition Assistance Program Cluster			270,444
Passed through State Department of Health Services:			
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557 *	--	766,710
Passed through State Controller's Office:			
Secure Payments for States and Counties Containing Federal Lands	10.665	--	220,666
ARRA Wildland Fire Management	10.688	--	61,868
Subtotal			282,534
Total U.S. Department of Agriculture			1,319,688
U.S. Department of the Commerce			
Direct Program:			
HPP H1N1	11.133	--	17,974
Center for Disease Control H1N1 Public Health Emergency Response	11.206 *	--	191,934
Total U.S. Department of Commerce			209,908
U.S. Department of the Interior			
Direct Program:			
Payments in Lieu of Taxes	15.226 *	--	1,556,892
Total U.S. Department of the Interior			1,556,892

* Major Program

COUNTY OF INYO

Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2010

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number		Pass-Through Grantor's Number	Disbursements/ Expenditures
U.S. Department of Justice				
Direct Program:				
Domestic Cannabis Eradication/Suppression Program	16.000		2009-25	$ 30,000
Passed through California Emergency Management Agency:				
Victim Witness Assistance Program	16.575		VW09180140	34,513
Anti-Drug Abuse Enforcement Program	16.738	*	DC09200140	155,903
ARRA Anti-Drug Abuse Enforcement Program	16.738	*		35,659
ARRA Rural Law Enforcement to Combat Crime and Drugs	16.810			8,037
Subtotal				234,112
Total U.S. Department of Justice				264,112
U.S. Department of Labor				
Passed through Kern County:				
Workforce Investment Act - Title I Adult Formula	17.258	*	--	106,999
ARRA Workforce Investment Act - Youth	17.259	*	--	41,947
Subtotal WIA Cluster				148,946
Total U.S. Department of Labor				148,946
U.S. Department of Transportation				
Passed through State Department of Transportation (Division of Aeronautics):				
Airport Improvement Program	20.106		AIP 3-06-010-8-02	11,105
Passed through State Department of Transportation:				
Highway Planning and Construction	20.205	*	BRLO-5948-001	124,685
Highway Planning and Construction	20.205	*	BRLO-5948-051	70,131
Highway Planning and Construction	20.205	*	RSTPLE-5948-059	12,233
Highway Planning and Construction	20.205	*	STPLER-5948-061	2,246
ARRA Highway Planning and Construction	20.205	*	--	988,558
Regional Surface Transportation Funds	20.205	*	--	673,353
Subtotal CFDA 20.205				1,871,206
Total U.S. Department of Transportation				1,882,311

* Major Program

COUNTY OF INYO

Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2010

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number		Pass-Through Grantor's Number	Disbursements/ Expenditures
U.S. Department of Energy				
Direct Programs:				
U.S. Department of Energy Cooperative Agreement	81.065	*	--	$ 465,670
Yucca Mountain Oversight Grant	81.065	*	--	998,122
Subtotal Direct Programs				1,463,792
Passed through State Controller's Office:				
Federal Geothermal Program	81.000		--	401,405
Total U.S. Department of Energy				1,865,197
U.S. Department of Health and Human Services				
Passed through County of Mono Child Support Services :				
Child Support Enforcement	93.563	*	--	424,081
ARRA Child Support Enforcement	93.563	*	--	52,415
Subtotal CFDA 93.659				476,496
Passed through State Department of Social Services:				
Family Preservation and Support Services	93.556		--	4,760
Temporary Assistance for Needy Families	93.558		--	1,279,045
Community-Based Child Abuse Prevention	93.590		--	35,262
Child Welfare Services – State Grants	93.645		--	68,299
Subtotal				1,387,366
Foster Care - Title IV-E:				
Foster Care – Title IV-E	93.658		--	908,997
ARRA - Foster Care - Title IV-E	93.658		--	10,892
Subtotal CFDA 93.658				919,889
Child Welfare Services - Title XX	93.667		--	9,270
Independent Living	93.674		--	23,657
Subtotal				32,927
Adoption Assistance	93.659		--	14,133
ARRA- Adoption Assistance	93.659		--	1,386
Subtotal CFDA 93.659				15,519

* Major Program

COUNTY OF INYO

Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2010

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Grantor's Number	Disbursements/ Expenditures
U.S. Department of Health and Human Services (continued)			
Passed through State Department of Public Health:			
Public Health Emergency Preparedness	93.069	--	$ 111,002
Immunization Program	93.268	--	55,000
Subtotal			166,002
Passed through State Department of Health Care Services:			
Maternal and Child Health Services	93.110	--	122,535
California Children's Services	93.767	--	38,020
Medical Assistance Program	93.778	--	384,841
HIV Prevention Activities/Health Dept Based	93.940	--	51,524
HIV/AIDS Surveillance	93.944	--	6,755
Children's Health and Disability Program	93.994	--	62,706
Subtotal			666,381
Passed through the State Department of Mental Health:			
Substance Abuse and Mental Health Services Administration (SAMHSA)	93.958	--	157,545
Passed through State Department of Alcohol and Drug Abuse Programs:			
Block Grants for Prevention and Treatment of Substance Abuse (SAPT)	93.959 *	--	393,456
Total Department of Health and Human Services			4,215,581
U.S. Department of Homeland Security			
Passed through Governor's Office of Homeland Security:			
FY 2007 Homeland Security Grant Program (SHSP)	97.073	--	19,317
FY 2008 Homeland Security Grant Program (SHSP)	97.073	--	28,259
Subtotal CFDA 97.073			47,576
Total U.S. Department of Homeland Security			47,576
Total Expenditures of Federal Awards Excluding Loans			$ 11,510,211

* Major Program

COUNTY OF INYO

Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2010

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Grantor's Number	Disbursements/ Expenditures
Beginning Federal Loan Balances With a Continuing Compliance Requirement			
U.S. Department of Housing and Urban Development			
Passed through State Department of Housing and Community Development:			
HOME Investment Partnerships Program	14.239	--	$ 780,000
Federal Loan Balances with a Continuing Compliance Requirement			780,000
Total Expenditures of Federal Awards Including Loans			$ 12,290,211

* Major Program

COUNTY OF INYO

Notes to Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2010

Note 1: **Reporting Entity**

The accompanying Schedule of Expenditures of Federal Awards presents the activity of all federal awards programs of the County of Inyo. The County of Inyo reporting entity is defined in Note 1 to the County's basic financial statements. All federal awards received directly from federal agencies as well as federal awards passed through other government agencies are included in the schedule.

Note 2: **Basis of Accounting**

The accompanying Schedule of Expenditures of Federal Awards is prepared on a modified accrual basis. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.*

Note 3: **Relationship to Financial Statements**

The amounts reported in the accompanying Schedule of Expenditures of Federal Awards agree, in all material respects, to amounts reported within the County's financial statements. Federal award revenues are reported principally in the County's financial statements as intergovernmental revenues in the General and Special Revenue funds.

Note 4: **Pass-Through Entities' Identifying Number**

When federal awards were received from a pass-through entity, the Schedule of Expenditures of Federal Awards shows, if available, the identifying number assigned by the pass-through entity. When no identifying number is shown, the County determined that no identifying number is assigned for the program or the County was unable to obtain an identifying number from the pass-through entity.

Note 5: **Program Clusters**

Federal programs, which must be audited together as a program cluster, include the following:

Federal CFDA	Program Title	Federal Expenditures
Workforce Investment Act (WIA) Cluster:		
17.258	Workforce Investment Act – Title I Adult Formula	$ 106,999
17.259	ARRA Workforce Investment Act - Youth	41,947
	TOTAL	$ 148,946

Note 6: **Loans with Continuing Compliance Requirement**

Outstanding federally-funded program loans, with a continuing compliance requirement, carried balances as of June 30, 2010 as follows:

Federal CFDA#	Program Title	Amount Outstanding July 1, 2009	Amount Outstanding June 30, 2010
14.239	HOME Investment Partnerships Program	$ 780,000	$ 780,000

COUNTY OF INYO

Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2010

Section 1 — Summary of Auditor's Results

Financial Statements

1. Type of auditor's report issued:	Unqualified
2. Internal control over financial reporting:	
a. Material weaknesses identified?	No
b. Significant deficiencies identified not considered to be material weaknesses?	None Reported
3. Noncompliance material to financial statements noted?	No

Federal Awards

1. Internal controls over major program:	
a. Material weaknesses identified?	No
b. Significant deficiencies identified not considered to be material weaknesses?	Yes
2. Type of auditor's report issued on compliance for major program:	Unqualified
3. Any audit findings disclosed that are required to be reported in accordance with Circular OMB A-133, Section 510(a)?	Yes

COUNTY OF INYO

Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2010

Section 1 (continued)

Federal Awards — Summary of Auditor's Results

4. Identification of major program:

CFDA Number	Name of Federal Program
WIA Cluster	
17.258	Workforce Investment Act - Title I Adult Formula
17.259	ARRA Workforce Investment - Youth
10.557	Special Supplemental Nutrition Program for Women, Infants, and Children
11.206	Center for Disease Control H1N1 Public Health Emergency Response
15.226	Payments in Lieu of Taxes
16.738	Anti-Drug Abuse Enforcement Program
20.205	Highway Planning and Construction
81.065	Yucca Mountain Oversight Grant
93.563	Child Support Enforcement
93.959	Block Grants for Prevention and Treatment of Substance Abuse (SAPT)

5. Dollar threshold used to distinguish between Type A and Type B programs. $ 368,706

6. Auditee qualified as a low-risk auditee under OMB Circular A-133, Section 530? No

Section 2

Financial Statement Findings

None Reported.

Section 3

Federal Awards Findings and Questioned Costs

CFDA 16.738 10-SA-1

COUNTY OF INYO

Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2010

Program	Findings/Noncompliance

Finding 10-SA-1

Anti-Drug Abuse Enforcement Program
CFDA 16.738

Award No. n/a
Year: 2009/2010

Federal Grantor: *U.S. Department of Justice*
Pass-Through Entity: *California Emergency Management Agency*
Compliance Requirement: *Allowable Costs*
Reporting Requirement: *Significant Deficiency and Material Noncompliance in Relation to a Compliance Supplement Audit Objective.*

Criteria

Direct payroll charges to federal grants for employee time spent on grant functions must be supported with the documentation required by OMB Circular A-87. Where the applicable employees worked on an allowable grant activity as well as non-grant related activities and/or activities related to other grants, required documentation consists of reports signed by each employee accounting for the total number of hours worked and showing an actual distribution of those hours to grant and non-grant functions. These reports must be prepared at least monthly and should coincide with one or more pay periods. Substitute methods may be used, but only if such methods have been approved by the Federal agency overseeing the grant (2 CFR 225, Appendix B § (8)(h)).

Condition

The program charged payroll costs to the grant based on an allocation of the total expenditures approved by the grantor in the budget rather than by actual hours worked on the grant.

Questioned Costs

We question no costs.

Perspective

Allocation of payroll expenditures based on the approved budget was the method of charging payroll to the grant for the entire fiscal year.

Program	Findings/Noncompliance
Finding 10-SA-1 (continued) Anti-Drug Abuse Enforcement Program CFDA 16.738	Effect of Condition Failing to produce and retain the required personnel activity reports renders substantiation of personnel time spent on grant functions difficult. If reports are not signed or otherwise verifiably authorized by employees, the time records could be modified without the employees' approval, resulting in incorrect payroll charges to federal awards. Recommendation We recommend that department employees who perform any work on grant functions ensure that they account for total personnel time spent for the period. Time studies could be routinely signed at the same time as the preparation of timecards for the payroll process. For more information, we recommend that the county review OMB's requirements located at: http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html. Corrective Action Plan As recommended, time studies will be used for the program to account for all employee time spent on the grant in the future. Heidi Garcia at (760) 878-0282 is the contact person.

COUNTY OF INYO

Summary Schedule of Prior Audit Findings
For the Year Ended June 30, 2010

Audit Reference Number	Status of Prior Year Audit Findings
N/A	None reported.

SUPPLEMENTARY SCHEDULE
OF
THE CALIFORNIA EMERGENCY
MANAGEMENT AGENCY GRANT EXPENDITURES

COUNTY OF INYO

Supplementary Schedule of the
California Emergency Management Agency Grant Expenditures
For the Year Ended June 30, 2010

California Emergency Management Agency Grants

The following represents expenditures for California Emergency Management Agency (Cal EMA) programs for the year ended June 30, 2010. The amount reported in the Schedule of Expenditures of Federal Awards is determined by calculating the federal portion of the current year expenditures.

Program	Expenditures Claimed			Share of Expenditures Current Year		
	For the Period Through June 30, 2009	For the Year Ended June 30, 2010	Cumulative As of June 30, 2010	Federal Share	State Share	County Share
Anti-Drug Abuse Program DC09200140						
Personal services	$ 74,494	$ 108,006	$ 182,500	$ 108,006	$ --	$ --
Operating expenses	43,278	47,897	91,175	47,897	--	--
Equipment	--	--	--	--	--	--
Totals	$ 117,772	$ 155,903	$ 273,675	$ 155,903	$ --	$ --
Vertical Prosecution Program VB08060140						
Personal services	$ 40,978	$ 47,957	$ 88,935	$ --	$ 47,957	$ --
Operating expenses	6,357	8,416	14,773	-	8,416	--
Equipment	--	--	--	--	--	--
Totals	$ 47,335	$ 56,373	$ 103,708	$ --	$ 56,373	$ --
Victim Witness Assistance Program VW09180140						
Personal services	$ 69,889	$ 34,513	$ 104,402	$ 34,513	$ 43,765	$ --
Operating expenses	--	43,765	43,765	-	--	--
Equipment	--	--	--	--	--	--
Totals	$ 69,889	$ 78,278	$ 148,167	$ 34,513	$ 43,765	$ --
Combating Rural Crime 2009-SD-B9-0006						
Personal services	$ --	$ --	$ --	$ --	$ --	$ --
Operating expenses	--	8,037	8,037	8,037	--	--
Equipment	--	--	--	--	--	--
Totals	$ --	$ 8,037	$ 8,037	$ 8,037	$ --	$ --

COUNTY OF INYO

Supplementary Schedule of the
California Emergency Management Agency Grant Expenditures
For the Year Ended June 30, 2010

Program	Expenditures Claimed: For the Period Through June 30, 2009	Expenditures Claimed: For the Year Ended June 30, 2010	Expenditures Claimed: Cumulative As of June 30, 2010	Share of Expenditures Current Year: Federal Share	Share of Expenditures Current Year: State Share	Share of Expenditures Current Year: County Share
Bryne Memorial Justice Assistance 2009-SB-B9-0601						
Personal services	$ --	$ 35,659	$ 35,659	$ 35,659	$ --	$ --
Operating expenses	--	--	--	-	--	--
Equipment	--	--	--	--	--	--
Totals	$ --	$ 35,659	$ 35,659	$ 35,659	$ --	$ --
2007 Homeland Security Grant Program						
Personal services	$ 3,201	$ 563	$ 3,764	$ 563	$ --	$ --
Operating expenses	68,098	18,754	86,853	18,754	--	--
Equipment	39,113	--	39,113	--	--	--
Totals	$ 110,413	$ 19,317	$ 129,730	$ 19,317	$ --	$ --
2008 Homeland Security Grant Program						
Personal services	$ 2,708	$ 774	$ 3,482	$ 774	$ --	$ --
Operating expenses	--	27,485	27,485	27,485	--	--
Equipment	88,570	--	88,570	--	--	--
Totals	$ 91,278	$ 28,259	$ 119,536	$ 28,259	$ --	$ --

COUNTY OF INYO

ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED

JUNE 30, 2010

COUNTY OF INYO

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COUNTY OF INYO

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GALLINA LLP
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

Board of Supervisors and the Grand Jury
County of Inyo
Independence, California

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County of Inyo, California, as of and for the year ended June 30, 2010, which collectively comprise the County's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the management of the County of Inyo, California. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County of Inyo, California, as of June 30, 2010, and the respective changes in financial position and cash flows, where applicable, thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued under separate cover, our report dated March 1, 2011, on our consideration of the County of Inyo's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

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Board of Supervisors and the Grand Jury
County of Inyo

The Management's Discussion and Analysis (MD & A) on pages 3 through 12 and the required supplementary information on pages 55 through 59, are not a required part of the basic financial statements but are supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County of Inyo's financial statements. The accompanying information identified in the table of contents as combining and individual nonmajor fund statements and budgetary schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual nonmajor fund statements and budgetary schedules have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Gallina LLP

Roseville, California
March 1, 2011

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD & A)

COUNTY OF INYO

Management's Discussion and Analysis (MD & A)
June 30, 2010

As management of the County of Inyo we offer readers of the County's financial statements this narrative overview and analysis of the financial activities of the County for the fiscal year ended June 30, 2010. We encourage readers to consider the information presented here along with the information presented in the County's basic financial statements, which follows this section.

FINANCIAL HIGHLIGHTS

Government-wide financial analysis

The assets of the County exceeded its liabilities at the end of the fiscal year by $92,845,742 (net assets). Of this amount, $20,370,914 (unrestricted net assets) can be used to meet the County's ongoing services and obligations to citizens and creditors $8,147,459 is restricted and must be used for specific purposes and $64,327,369 is invested in capital assets, net of related debt.

Fund financial analysis

Total fund balances for the County's governmental funds amounted to $32,843,848 as of June 30, 2010, an increase of $2 million from the prior fiscal year. Approximately $29.5 million is available to meet the County's current and future needs.

Available fund balance in the General Fund, at year end was nearly $24 million, or 55% of its total expenditures for the year.

Capital asset and long-term liabilities

The County's investment in capital assets has decreased by $5 million, from $69.7 million to $64.7 million. This balances consisted of $58 million for the governmental activities and $6.7 million for the business-type activities.

The County's outstanding long term liabilities have increased by $856,467 due to an increase of $1.7 million in additional closure post closure liability less the scheduled retirement of outstanding certificates of participation and capital leases.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements. The basic financial statements include the following three components:

- Government-Wide Financial Statements
- Fund Financial Statements
- Notes to the Financial Statements

This report also contains other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements

The *Statement of Net Assets* presents information on all of the County's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the County is improving or deteriorating.

The *Statement of Activities* presents information showing how the County's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes, earned, but unused vacation leave, long-term debt and grant funds expended but not received as of fiscal year end).

Both of these government-wide financial statements distinguish functions of the County that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the County include general government, public protection, public ways and facilities, health and sanitation, public assistance, education and recreation. The business-type activities of the County include the Airports, Solid Waste, County Service Area #2, Water Systems, and Mosquito Abatement.

The government-wide financial statements can be found on pages 13-14 of this report.

Fund financial statements.

A fund is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a County's near-term financing requirements.

Because the focus of governmental funds is narrower than the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the County's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds

statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The County maintains several individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures and changes in fund balances for the General Fund, Road Fund and Grant Programs, all of which are considered to be major funds. Data from other governmental funds are combined into a single, aggregate presentation under the Other Governmental heading. Individual data for the other governmental funds can be found in Other Supplementary Information on pages 61-70.

The County adopts annual appropriated budgets for all of its governmental funds. Therefore, budgetary comparison schedules have been provided for each fund presented in this report. These statements demonstrate compliance with the budget.

The basic governmental fund financial statements can be found on pages 15-24 of this report.

Proprietary funds: The County maintains two different types of proprietary funds.

Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The County uses enterprise funds to account for the Airports, Solid Waste, County Service Area #2, Water Systems, and Mosquito Abatement.

Internal Service funds are an accounting device used to accumulate and allocate costs internally among the County's various functions. The County uses internal service funds to account for Motor Pool, Purchasing Revolving, Workers Compensation, County Liability, and Medical Malpractice Insurance. Because all of these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Proprietary finds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Airports and Solid Waste and combine all other enterprise funds under the Non-major Enterprise heading. Conversely, all internal service funds are combined into a single aggregate presentation in the proprietary fund financial statements.

The basic proprietary fund financial statements can be found on pages 19-22 of this report.

Fiduciary funds: Fiduciary funds are used to account for resources held for benefit of parties outside the County. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the County's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The fiduciary fund financial statements can be found on pages 23-24 of this report.

Notes to the financial statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 25-54 of this report.

Other information In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the County's budgetary comparison schedules for the General Fund and all major special revenue funds as well as the schedules of funding progress for the retirement programs. Required supplementary information can be found on pages 55-59 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net assets may serve over time as a useful indicator of the County's financial position. In the case of the County of Inyo, assets exceeded liabilities by $92,845,742 at June 30, 2010.

Condensed Statement of Net Assets

	Governmental Activities		Business-type Activities		Total		Total
	2010	2009	2010	2009	2010	2009	% Change
Assets:							
Current and other assets	$ 43,388,921	$ 41,864,646	$ 1,943,424	$ 2,039,940	$ 45,332,345	$ 43,904,586	3.25%
Capital assets	57,994,142	62,690,551	6,717,920	6,979,560	64,712,062	69,670,111	-7.12%
Total assets	101,383,063	104,555,197	8,661,344	9,019,500	110,044,407	113,574,697	-3.11%
Liabilities:							
Current and other liabilities	9,470,190	10,588,843	246,178	276,236	9,716,368	10,865,079	-10.57%
Long-term liabilities	4,455,975	3,523,699	3,026,322	1,357,344	7,482,297	4,881,043	53.29%
Total liabilities	13,926,165	14,112,542	3,272,500	1,633,580	17,198,665	15,746,122	9.22%
Net Assets:							
Invested in capital assets, net of related debt	57,609,449	61,670,215	6,717,920	6,979,560	64,327,369	68,649,775	-6.30%
Restricted	8,147,459	8,150,931	--	--	8,147,459	8,150,931	-0.04%
Unrestricted	21,699,990	20,621,509	(1,329,076)	406,360	20,370,914	21,027,869	-3.12%
Total net assets	$ 87,456,898	$ 90,442,655	$ 5,388,844	$ 7,385,920	$ 92,845,742	$ 97,828,575	-5.09%

By far the largest portion of the County's net assets is its investment in capital assets (e.g., land, buildings, machinery, equipment, roads and other related infrastructure), less any related outstanding debt used to acquire those assets. The County uses these capital assets to provide services to citizens and residents; consequently these assets are not available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Analysis of Net Assets

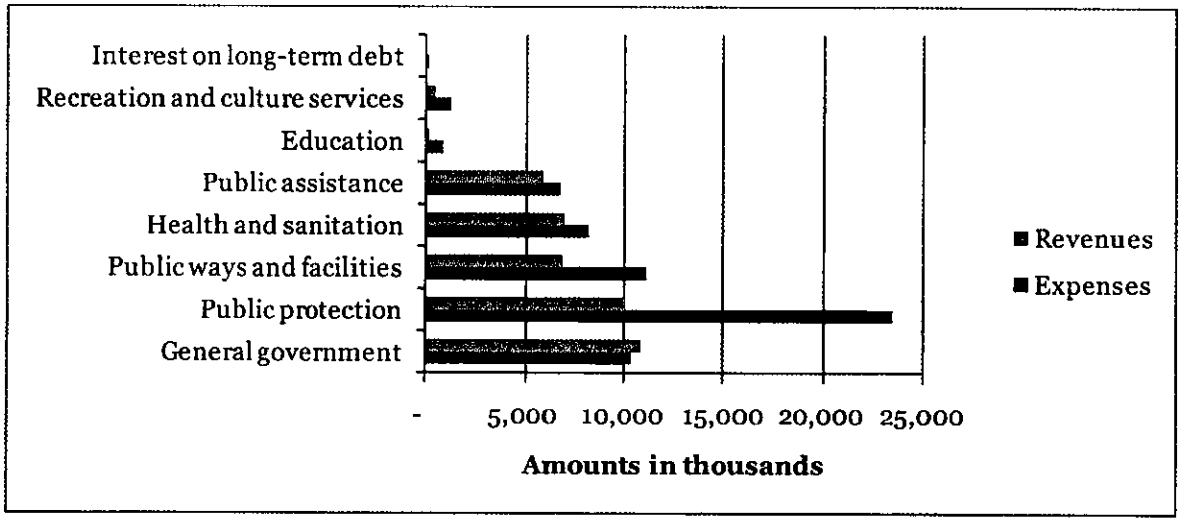
At the end of the fiscal year, the County is able to report positive balances in total net assets of both governmental-type and business-type net assets. However, at year-end unrestricted net assets for business-type activities reported a deficit balance due to the liability for post closure costs. The following table indicates the changes in net assets for governmental and business-type activities.

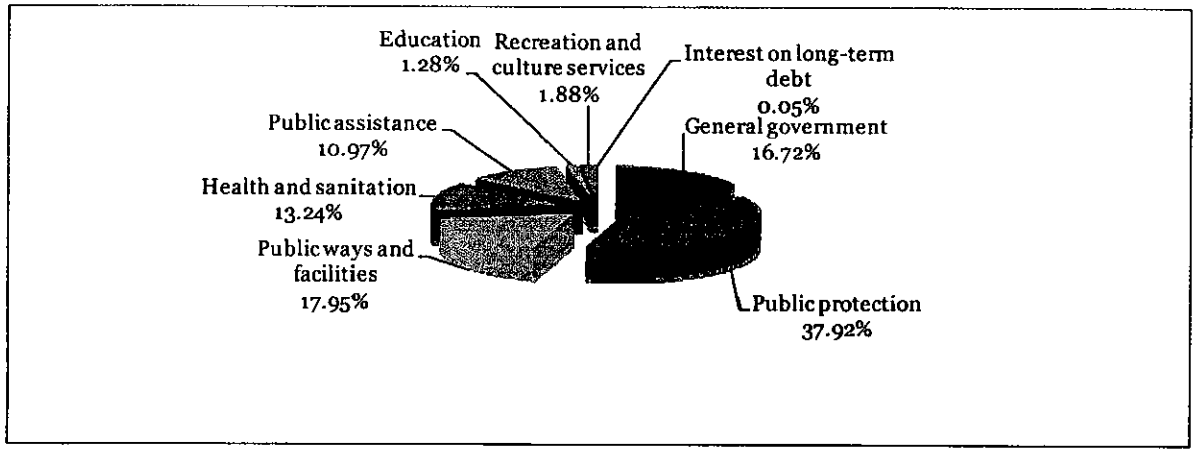
Condensed Statement of Changes in Net Assets

	Governmental Activities		Business-type Activities		Total		Total
	2010	2009	2010	2009	2010	2009	% Change
Revenues:							
Program revenues:							
Charges for services	$ 7,512,395	$ 8,824,068	$ 2,223,877	$ 2,671,418	$ 9,736,272	$ 11,495,486	-15.30%
Operating grants and contributions	33,440,813	36,032,610	272,383	923,087	33,713,196	36,955,697	-8.77%
Capital grants and contributions	--	--	37,500	2,485	37,500	2,485	1409.05%
General revenues:							
Property taxes	13,205,595	12,993,613	--	--	13,205,595	12,993,613	1.63%
Sales and use taxes	924,085	900,787	--	--	924,085	900,787	2.59%
Other taxes	2,984,433	2,756,819	1,285,853	1,312,052	4,270,286	4,068,871	4.95%
Interest and investment earnings	889,884	1,355,933	11,484	98,103	901,368	1,454,036	-38.01%
Other revenue	301,179	303,935	81,953	--	383,132	303,935	26.06%
Total revenues	59,258,384	63,167,765	3,913,050	5,007,145	63,171,434	68,174,910	-7.34%
Expenses:							
General government	10,346,807	10,636,626	--	--	10,346,807	10,636,626	-2.72%
Public protection	23,468,167	23,366,844	--	--	23,468,167	23,366,844	0.43%
Public ways and facilities	11,108,904	10,742,582	--	--	11,108,904	10,742,582	3.41%
Health and sanitation	8,197,151	7,800,414	--	--	8,197,151	7,800,414	5.09%
Public assistance	6,787,006	6,731,354	--	--	6,787,006	6,731,354	0.83%
Education	790,793	812,724	--	--	790,793	812,724	-2.70%
Recreation and culture services	1,161,294	1,188,709	--	--	1,161,294	1,188,709	-2.31%
Interest on long-term debt	33,162	65,788	--	--	33,162	65,788	-49.59%
Airport	--	--	1,194,870	1,452,252	1,194,870	1,452,252	-17.72%
Solid Waste	--	--	4,096,012	2,332,997	4,096,012	2,332,997	75.57%
Water System	--	--	456,988	470,534	456,988	470,534	-2.88%
CSA #2	--	--	34,209	26,615	34,209	26,615	28.53%
Mosquito Abatement	--	--	478,904	469,041	478,904	469,041	2.10%
Total Expenses	61,893,284	61,345,041	6,260,983	4,751,439	68,154,267	66,096,480	3.11%
Change in net assets before transfers	(2,634,900)	1,822,724	(2,347,933)	255,706	(4,982,833)	2,078,430	-339.74%
Transfers	(350,857)	(430,593)	350,857	430,593	--	--	
Change in net assets	(2,985,757)	1,392,131	(1,997,076)	686,299	(4,982,833)	2,078,430	-339.74%
Net assets, beginning	90,442,655	89,050,524	7,385,920	6,699,621	97,828,575	95,750,145	2.17%
Net assets, ending	$ 87,456,898	$ 90,442,655	$ 5,388,844	$ 7,385,920	$ 92,845,742	$ 97,828,575	-5.09%

Analysis of Changes in Net Assets

Governmental activities experienced a decrease in net change in assets of nearly $3 million in part due to additional other post employment benefits expense of $1.5 million.



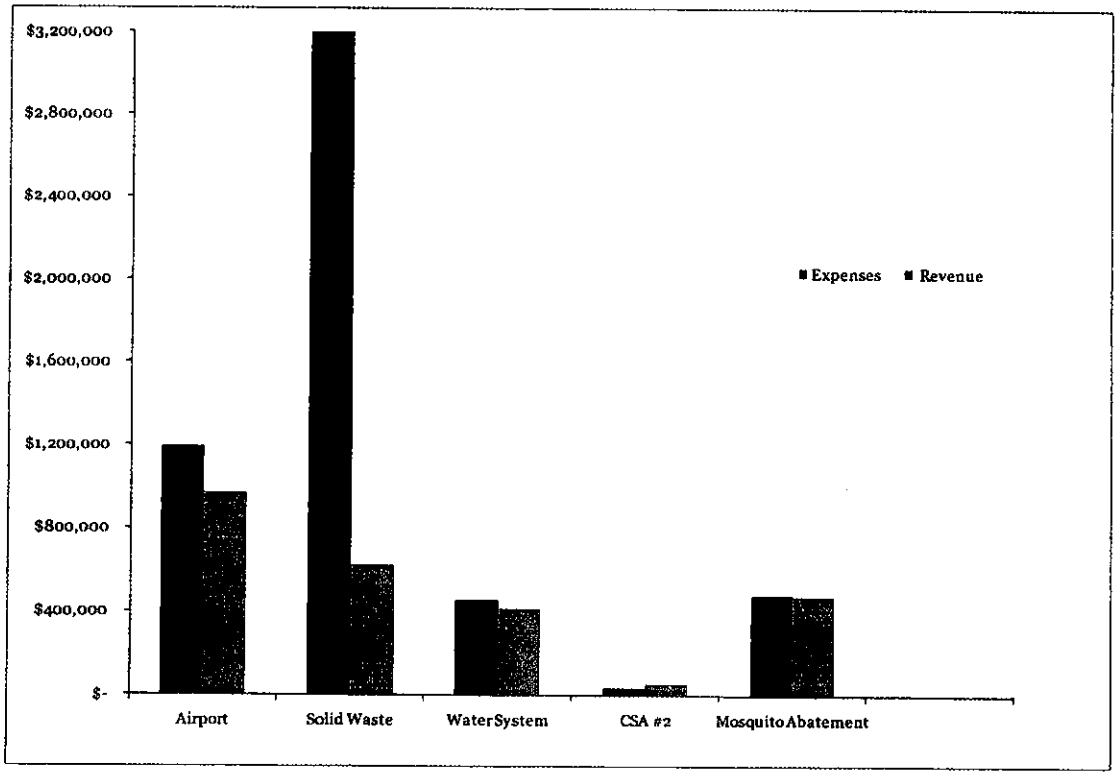


Some of the more relevant sections of the chart are highlighted below.

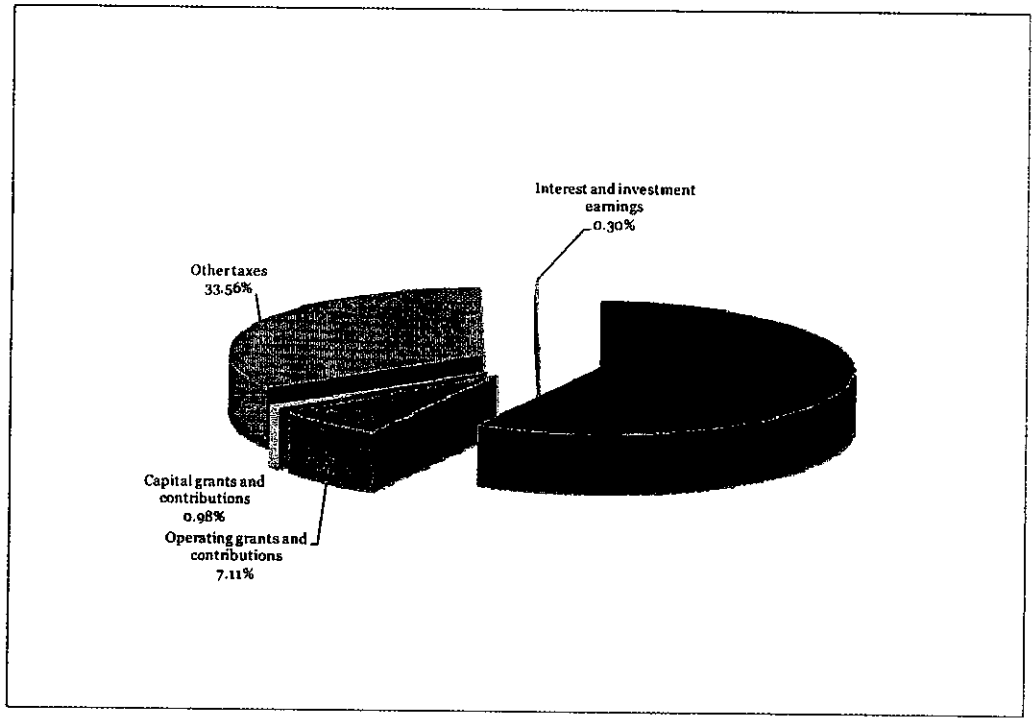
- Operating Grants and Contributions comprise the largest portion of the County's revenue, which indicates a high reliance on state and federal funding to maintain many core programs.

- Charges for services are also a fairly large component of the County's budget and can be used as indicator to see how well the County is recovering many of its program costs that are not mandated.
- Combined taxes continue to generate a large portion of the County's discretionary revenues that are used to fund critical programs.
- Governmental activities expenses total $61,893,284, with public protection expenses of $23,468,167 being the largest component. This is an indication of the County's operating philosophy that the safety and welfare of the County's citizens and residents is very important.
- The next largest category is public ways and facilities, $11,108,904, which is consistent with the fact that geographically, Inyo is the second largest county in the state. With a little over 10,000 square miles, it has a lot of infrastructure to maintain.
- The minimal debt service interest expense incurred by the County reflects the conservative nature of the County and the philosophy to whenever possible, pay as you go.

Business-type activities expenses and program revenue are shown on the following charts.



Total program revenue for business-type activities was $2,533,760 and charges for services accounted for $2,223,877 of the total.



Operating grants and contributions, other taxes and charges for services provide the largest direct revenue sources for the business-type activities. Operating grants represent State and Federal funding for the airports and transit projects. Other taxes reflect the ½% Transaction Use Tax (approved by the voters in October of 1988) that is used to fund the solid waste program.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds: The Governmental Funds are accounted for in the General Fund, Road Fund, Grant Programs and Other Governmental funds. The functional areas encompassed by these funds are identified in pages 28-29 of the report. The focus of the County's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the County's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

- *Fund Balance:* At June 30, 2010, the County's governmental funds reported combined ending fund balances of $32,843,848. Fund balance by definition is simply the difference between the assets and liabilities of a governmental fund. Because governmental funds report only *financial* assets and certain *near-term* liabilities, it may be tempting to view total fund balance as a measure of expendable available financial resources. However, not all of the financial resources of the fund may be available to liquidate liabilities of the

current period. A long-term receivable, for instance, cannot be used to liquidate a liability that is currently due and payable. Consequently, fund balance in total is not a good measure of expendable available financial resources in a governmental fund.

Proprietary funds: The County's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. All proprietary funds had positive net asset balances on June 30, 2010. The Statement of Revenues, Expenses and Changes in Fund Net Assets for Proprietary Funds can be found on page 20 of this report.

BUDGETARY HIGHLIGHTS FOR GENERAL FUND

Differences between the original budget and the final amended budget can be attributed to two specific function areas, general government and public protection. The increase in general government and public assistance was primarily due to an increase in fixed costs, as well as departments recognizing new revenues and appropriating associated expenditures.

CAPITAL ASSETS

Capital Assets: The County's investment in capital assets for its governmental and business type activities as of June 30, 2010, amount to $64,712,062 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, equipment, park facilities, roads, highways, and bridges. Additional information on the County's capital assets can be found in Note 4 on pages 42-43 of this report.

LONG-TERM LIABILITIES

The following table depicts the County's long-term obligations for the governmental activities and business-type activities for the past two years. Additional information on long-term liabilities can be found in Note 5 on pages 44-47.

Long term Liabilities						
	Governmental Activities		Business-type Activities		Total	
	2010	2009	2010	2009	2010	2009
Bonds payable	$ 295,000	$ 580,000	$ --	$ --	$ 295,000	$ 580,000
Capital leases payable	89,693	440,336	--	--	89,693	440,336
Compensated absences	1,371,095	1,406,716	85,558	76,803	1,456,653	1,020,336
Claims liability	218,000	369,000	--	--	218,000	1,460,672
Closure-post closure liability	--	--	3,026,322	1,357,344	3,026,322	1,357,344
Other post employment benefits	4,337,974	2,864,311	--	406,360	4,337,974	3,270,671
Total	$ 6,311,762	$ 5,660,363	$ 3,111,880	$1,840,507	$ 9,423,642	$ 8,129,359

Economic Factors and Next Year's Budget

As the State budget crisis continues and economic woes persist, the tone at the County is one of gratitude as we move into another year of maintaining core services at historic levels.

- All staff positions are being retained, although many vacancies are not being filled.
- The county will be debt free next year.
- Money continues to be set aside to move forward with replacing antiquated telephone and property tax software systems.
- The County is moving forward with replacing inadequate electrical systems at several facilities, including the Historical Courthouse, using funds previously set aside and preserved.
- The County will transfer a modest amount into the OPEB trust to pre-fund the retiree health liability.
- Tax revenues, while down, have not decreased nearly as much as they have in other jurisdictions.

Of course, as the State struggles to balance its budget, all of this could change quickly, so we remain vigilant and conservative.

Requests for Information

This financial report is designed to provide a general overview of the County's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or request for additional financial information should be addressed to the Inyo County Auditor-Controller, at P.O. Drawer R, Independence, CA 93526 or the Inyo County Administrator, at P.O Drawer N, Independence, CA 93526.

BASIC FINANCIAL STATEMENTS –
GOVERNMENT-WIDE FINANCIAL STATEMENTS

COUNTY OF INYO

Statement of Net Assets
Wednesday, June 30, 2010

	Primary Government		
	Governmental Activities	Business-Type Activities	Totals
Assets			
Cash and investments	$ 34,655,514	$ 711,850	$ 35,367,364
Imprest cash	3,805	875	4,680
Cash with fiscal agent	383,134	--	383,134
Restricted cash	--	1,019,630	1,019,630
Internal balances	45,877	(45,877)	--
Due from external parties	1,720,146	--	1,720,146
Accounts receivable	972,366	204,651	1,177,017
Interest receivable	249,277	4,122	253,399
Prepaid expenses	167,872	--	167,872
Deposits with others	41,700	--	41,700
Notes receivable	780,000	--	780,000
Inventories	609,581	23,686	633,267
Due from other governmental agencies	3,759,649	24,487	3,784,136
Capital assets:			
Nondepreciable	9,562,089	1,851,399	11,413,488
Depreciable, net	48,432,053	4,866,521	53,298,574
Total assets	$ 101,383,063	$ 8,661,344	$ 110,044,407
Liabilities			
Accounts payable	$ 2,567,794	$ 130,255	$ 2,698,049
Interest payable	6,371	--	6,371
Deferred revenue	5,040,237	30,365	5,070,602
Closure/post closure liability	--	3,026,322	3,026,322
Long-term liabilities			
Portion due or payable within one year:			
Compensated absences	1,371,095	85,558	1,456,653
Claims liability	100,000	--	100,000
Capital leases	89,693	--	89,693
Certificates of participation	295,000	--	295,000
Portion due or payable after one year:			
Claims liability	118,000	--	118,000
Other post-employment benefit liability	4,337,975	--	4,337,975
Total liabilities	13,926,165	3,272,500	17,198,665
Net Assets			
Invested in capital assets, net of related debt	57,609,449	6,717,920	64,327,369
Restricted for public ways programs	3,037,719	--	3,037,719
Restricted for capital projects	146,951	--	146,951
Restricted for debt service	376,763	--	376,763
Restricted for other purposes	4,586,026	--	4,586,026
Unrestricted	21,699,990	(1,329,076)	20,370,914
Total Net Assets	87,456,898	5,388,844	92,845,742
Total liabilities and net assets	$ 101,383,063	$ 8,661,344	$ 110,044,407

The accompanying notes are an integral part of these financial statements.

COUNTY OF INYO

Statement of Activities
For the Year Ended June 30, 2010

Functions/Programs	Expenses	Program Revenues: Fees, Fines and Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government:				
Governmental Activities:				
General government	$ 10,346,807	$ 3,403,366	$ 7,431,363	$ --
Public protection	23,468,167	1,780,208	8,132,937	--
Public ways and facilities	11,108,904	448,354	6,388,647	--
Health and sanitation	8,197,151	1,589,885	5,427,128	--
Public assistance	6,787,006	36,181	5,840,583	--
Education	790,793	3,611	42,901	--
Recreation and culture	1,161,294	250,790	177,254	--
Interest on long-term debt	33,162	--	--	--
Total governmental activities	61,893,284	7,512,395	33,440,813	--
Business-type Activities:				
Airport	1,194,870	839,419	92,341	37,500
Solid Waste	4,096,012	549,608	72,829	--
Water System	456,988	411,569	2,419	--
CSA #2	34,209	53,189	--	--
Mosquito Abatement	478,904	370,092	104,794	--
Total business-type activities	6,260,983	2,223,877	272,383	37,500
Total primary government	$ 68,154,267	$ 9,736,272	$ 33,713,196	$ 37,500
General Revenues:				
Taxes:				
Property taxes				
Sales and use taxes				
Other				
Miscellaneous				
Unrestricted interest and investment earnings				
Transfers				
Total general revenues and transfers				
Change in net assets				
Net assets, beginning of year				
Net assets, end of year				

The accompanying notes are an integral part of these financial statements.

Net (Expense) Revenue and Changes in Net Assets		
Primary Government		
Governmental Activities	Business-Type Activities	Total
$ 487,922	$ --	$ 487,922
(13,555,022)	--	(13,555,022)
(4,271,903)	--	(4,271,903)
(1,180,138)	--	(1,180,138)
(910,242)	--	(910,242)
(744,281)	--	(744,281)
(733,250)	--	(733,250)
(33,162)	--	(33,162)
(20,940,076)	--	(20,940,076)
--	(225,610)	(225,610)
--	(3,473,575)	(3,473,575)
--	(43,000)	(43,000)
--	18,980	18,980
--	(4,018)	(4,018)
--	(3,727,223)	(3,727,223)
(20,940,076)	(3,727,223)	(24,667,299)
13,205,595	--	13,205,595
924,085	--	924,085
2,984,433	1,285,853	4,270,286
301,179	11,484	312,663
889,884	81,953	971,837
(350,857)	350,857	--
17,954,319	1,730,147	19,684,466
(2,985,757)	(1,997,076)	(4,982,833)
90,442,655	7,385,920	97,828,575
$ 87,456,898	$ 5,388,844	$ 92,845,742

BASIC FINANCIAL STATEMENTS – FUND FINANCIAL STATEMENTS

COUNTY OF INYO

Balance Sheet
Governmental Funds
Wednesday, June 30, 2010

	General	Road	Grant Programs	Other Governmental	Total
Assets					
Cash and investments	$ 25,965,886	$ 2,941,821	$ 1,693,827	$ 2,532,474	$ 33,134,008
Restricted Assets:					
Cash with fiscal agent	383,134	--	--	--	383,134
Imprest cash	3,630	--	25	150	3,805
Interest receivable	230,702	6,415	4,414	5,134	246,665
Accounts receivable	908,176	6,754	29,703	22,922	967,555
Due from other funds	2,409,779	--	5,582	--	2,415,361
Due from other governments	1,583,960	1,466,796	655,786	53,107	3,759,649
Loans receivable	--	--	780,000	--	780,000
Inventory	--	605,780	--	--	605,780
Deposits with others	41,700	--	--	--	41,700
Advances to other funds	137,000	--	--	--	137,000
Prepaid expenses	148,553	--	15,867	3,452	167,872
Total assets	$ 31,812,520	$ 5,027,566	$ 3,185,204	$ 2,617,239	$ 42,642,529
Liabilities and Fund Balances					
Liabilities:					
Accounts payable	$ 1,657,048	$ 689,909	$ 113,415	$ 27,152	$ 2,487,524
Due to other funds	--	--	661,338	--	661,338
Deferred revenue	5,082,320	1,299,938	247,821	19,740	6,649,819
Total liabilities	6,739,368	1,989,847	1,022,574	46,892	9,798,681
Fund balances:					
Reserved for:					
Inventory	--	605,780	--	--	605,780
Encumbrances	785,091	217,959	676,513	21,750	1,701,313
Imprest cash	3,630	--	25	150	3,805
Prepaid expenses	148,553	--	15,867	3,452	167,872
Advances	137,000	--	--	--	137,000
Long-term receivables	--	--	780,000	--	780,000
Unreserved	23,998,878	2,213,980	690,225	2,544,995	29,448,078
Total fund balances	25,073,152	3,037,719	2,162,630	2,570,347	32,843,848
Total liabilities and fund balances	$ 31,812,520	$ 5,027,566	$ 3,185,204	$ 2,617,239	$ 42,642,529

The accompanying notes are an integral part of these financial statements.

COUNTY OF INYO

Reconciliation of the Governmental Funds Balance Sheet
to the Government-Wide Statement of Net Assets - Governmental Activities
Wednesday, June 30, 2010

Fund Balance - total governmental funds	$ 32,843,848
Amounts reported for governmental activities in the statement of net assets are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds.	56,761,618
Internal service funds are used by the County to charge the cost of unemployment insurance, dental insurance, and fleet services to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net assets. Internal service fund net assets are:	2,365,218
Deferrred revenues represents amounts that are not available to fund current expenditures and, therefore, are not reported in the governmental funds.	1,609,582
Interest payable and other long-term payables do not require the use of current financial resources and, therefore, are not accrued as a liability in the governmental funds.	(33,078)
Long-term liabilities are not due and payable in the current period, and therefore are not reported in the governmental funds.	
Certificates of Participation	(295,000)
Capital leases	(89,693)
Other post employment benefits liability	(4,337,975)
Compensated absences	(1,367,622)
Net assets of governmental activities	$ 87,456,898

The accompanying notes are an integral part of these financial statements.

COUNTY OF INYO

Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2010

	General	Road	Grant Programs	Other Governmental	Total
Revenues					
Taxes	$ 17,046,983	$ --	$ --	$ 67,130	$ 17,114,113
Licenses and permits	436,554	18,893	60	--	455,507
Fines, forfeitures and penalties	1,636,214	--	--	3,467	1,639,681
Use of money and property	646,099	28,257	15,738	171,362	861,456
Intergovernmental	20,404,083	5,679,467	4,043,366	2,704,003	32,830,919
Charges for services	4,861,796	419,461	20,587	129,477	5,431,321
Other revenues	262,764	23,659	913	226	287,562
Total revenues	45,294,493	6,169,737	4,080,664	3,075,665	58,620,559
Expenditures					
Current:					
General government	11,616,575	--	--	134,483	11,751,058
Public protection	16,855,677	--	2,509,901	2,021,803	21,387,381
Public ways and facilities	--	4,345,762	--	24,753	4,370,515
Health and sanitation	5,913,784	--	721,191	713,951	7,348,926
Public assistance	6,243,222	--	161,974	--	6,405,196
Education	670,606	--	--	--	670,606
Recreation and culture	874,856	--	96,588	--	971,444
Debt Service:					
Principal	635,644	--	--	--	635,644
Interest	39,867	--	--	--	39,867
Capital outlay	269,551	2,217,074	67,171	--	2,553,796
Total expenditures	43,119,782	6,562,836	3,556,825	2,894,990	56,134,433
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,174,711	(393,099)	523,839	180,675	2,486,126
Other Financing Sources (Uses)					
Sale of capital assets	223	--	--	--	223
Transfers in	363,687	--	--	151,659	515,346
Transfers out	(430,279)	--	(119,329)	(404,853)	(954,461)
Total other financing sources (uses)	(66,369)	--	(119,329)	(253,194)	(438,892)
Net change in fund balances	2,108,342	(393,099)	404,510	(72,519)	2,047,234
Fund balances, beginning of year	22,964,810	3,430,818	1,758,120	2,642,866	30,796,614
Fund balances, end of year	$ 25,073,152	$ 3,037,719	$ 2,162,630	$ 2,570,347	$ 32,843,848

The accompanying notes are an integral part of these financial statements.

COUNTY OF INYO

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Government-Wide Statement of Activities - Governmental Activities
For the Year Ended June 30, 2010

Net change to fund balance - total governmental funds		$ 2,047,234
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlay as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Expenditures for general capital assets, infrastructure, and other related capital assets adjustments	$ 2,523,126	
Less: current year depreciation	(7,530,808)	
		(5,007,682)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in governmental funds.		709,308
Long-term debt proceeds provide current resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net assets. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets.		
Principal repayments:		
Certificates of participation	285,000	
Capital leases	350,643	
		635,643
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Change in other post employment benefits	(1,473,664)	
Other payables	(26,708)	
Change in accrued interest	6,706	
Change in compensated absences	32,107	
		(1,461,559)
Internal service funds are used by management to charge the costs of certain activities to individual funds. The net revenue (expense) of certain activities of the internal service funds is reported with governmental activities.		91,299
Change in net assets of governmental activities (page 14)		$ (2,985,757)

The accompanying notes are an integral part of these financial statements.

COUNTY OF INYO

Statement of Fund Net Assets
Proprietary Funds
Wednesday, June 30, 2010

	Business-type Activities - Enterprise Funds				Governmental Activities
	Airport	Solid Waste	Nonmajor Enterprise Funds	Total	Internal Service Funds
Assets					
Current assets:					
Cash and investments	$ 83,498	$ 18,790	$ 609,562	$ 711,850	$ 1,521,506
Imprest cash	265	610	--	875	--
Accounts receivable	25,811	65,881	112,959	204,651	4,811
Due from other governments	9,296	--	15,191	24,487	--
Interest receivable	165	2,431	1,526	4,122	2,612
Inventory	23,686	--	--	23,686	3,801
Noncurrent assets:					
Restricted cash	--	1,019,630	--	1,019,630	--
Capital assets:					
Nondepreciable	1,851,399	--	--	1,851,399	6,979
Depreciable, net	2,590,484	257,975	2,018,062	4,866,521	1,225,545
Total assets	$ 4,584,604	$ 1,365,317	$ 2,757,300	$ 8,707,221	$ 2,765,254
Liabilities					
Current liabilities:					
Accounts payable	$ 19,632	$ 78,534	$ 32,089	$ 130,255	$ 53,563
Due to other funds	45,608	--	269	45,877	--
Compensated absences	13,175	56,142	16,241	85,558	3,473
Advances from other funds	--	--	--	--	125,000
Unearned revenue	30,365	--	--	30,365	--
Liability for self-insurance	--	--	--	--	100,000
Noncurrent liabilities:					
Liability for self-insurance	--	--	--	--	118,000
Estimated liability for landfill closure/ postclosure costs	--	3,026,322	--	3,026,322	--
Total liabilities	108,780	3,160,998	48,599	3,318,377	400,036
Net Assets					
Invested in capital assets, net of related debt	4,441,883	257,975	2,018,062	6,717,920	1,232,524
Unrestricted	33,941	(2,053,656)	690,639	(1,329,076)	1,132,694
Total net assets	4,475,824	(1,795,681)	2,708,701	5,388,844	2,365,218
Total liabilities and net assets	$ 4,584,604	$ 1,365,317	$ 2,757,300	$ 8,707,221	$ 2,765,254

The accompanying notes are an integral part of these financial statements.

COUNTY OF INYO

Statement of Revenues, Expenses and Changes in Fund Net Assets
Proprietary Funds
For the Year Ended June 30, 2010

	Business-type Activities - Enterprise Funds				Governmental Activities
	Airport	Solid Waste	Nonmajor Enterprise Funds	Total	Internal Service Funds
Operating Revenues:					
Charges for services	$ 835,529	$ 444,671	$ 834,850	$ 2,115,050	$ 2,101,017
Other income	3,890	104,937	--	108,827	--
Total operating revenues	839,419	549,608	834,850	2,223,877	2,101,017
Operating Expenses:					
Salaries and benefits	278,567	1,052,873	322,140	1,653,580	96,669
Services and supplies	797,967	2,861,477	578,341	4,237,785	1,631,887
Depreciation	118,336	181,662	69,620	369,618	394,922
Total operating expenses	1,194,870	4,096,012	970,101	6,260,983	2,123,478
Operating income (loss)	(355,451)	(3,546,404)	(135,251)	(4,037,106)	(22,461)
Nonoperating Revenues (Expenses):					
Tax revenue	--	1,285,853	--	1,285,853	--
Reimbursements and miscellaneous revenues	--	--	--	--	3,537
Intergovernmental revenues	92,341	72,829	107,213	272,383	--
Interest revenue	60,587	15,286	6,080	81,953	12,108
Gain on sale on fixed assets	--	11,182	302	11,484	9,857
Total nonoperating revenues (expenses)	152,928	1,385,150	113,595	1,651,673	25,502
Income (Loss) Before Capital Contributions and Transfers	(202,523)	(2,161,254)	(21,656)	(2,385,433)	3,041
Capital contributions	37,500	--	--	37,500	--
Transfers in	31,559	314,579	4,719	350,857	88,258
Change in net assets	(133,464)	(1,846,675)	(16,937)	(1,997,076)	91,299
Net assets, beginning of year	4,609,288	50,994	2,725,638	7,385,920	2,273,919
Net assets, end of year	$ 4,475,824	$ (1,795,681)	$ 2,708,701	$ 5,388,844	$ 2,365,218

The accompanying notes are an integral part of these financial statements.

COUNTY OF INYO

Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2010

	Business-Type Activities - Enterprise Funds				Governmental Activities
	Airport	Solid Waste	Nonmajor Enterprise Funds	Total	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES:					
Cash receipts from customers	$ 839,991	$ 538,032	$ 801,900	$ 2,179,923	$ --
Cash receipts from interfund services provided	--	--	--	--	2,098,643
Cash paid to suppliers for goods and services	(795,632)	(1,236,956)	(584,494)	(2,617,082)	(1,645,293)
Cash paid to employees for salaries and benefits	(275,532)	(1,049,132)	(320,160)	(1,644,824)	(250,183)
Net cash provided (used) by operating activities	(231,173)	(1,748,056)	(102,754)	(2,081,983)	203,167
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:					
Temporary financing from other funds	--	--	269	269	--
Repayment to other funds	36,108	--	--	36,108	--
Intergovernmental revenues	83,045	72,829	92,023	247,897	--
Other revenue	--	--	--	--	3,537
Transfers in	31,559	314,579	4,719	350,857	--
Tax revenue	--	1,285,853	--	1,285,853	--
Net cash provided (used) by noncapital financing activities	150,712	1,673,261	97,011	1,920,984	3,537
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:					
Proceeds from sale of capital assets	--	30,341	302	30,643	19,586
Payments related to the acquisition of capital assets	(28,850)	(39,475)	(21,313)	(89,638)	(534,588)
Transfers in	--	--	--	--	88,258
Net cash provided (used) by capital and related financing activities	(28,850)	(9,134)	(21,011)	(58,995)	(426,744)
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest received	61,178	19,001	8,333	88,512	16,967
Net cash provided (used) by investing activities	61,178	19,001	8,333	88,512	16,967
Net Increase (Decrease) in Cash and Cash Equivalents	(48,133)	(64,928)	(18,421)	(131,482)	(203,073)
Cash and cash equivalents, beginning of year	131,896	1,103,958	627,983	1,863,837	1,724,579
Cash and cash equivalents, end of year	$ 83,763	$ 1,039,030	$ 609,562	$ 1,732,355	$ 1,521,506
Reconciliation of cash and cash equivalents to the statement of fund net assets					
Cash and investments	83,498	18,790	609,562	711,850	1,521,506
Imprest cash	265	610	--	875	--
Restricted cash	--	1,019,630	--	1,019,630	--
	$ 83,763	$ 1,039,030	$ 609,562	$ 1,732,355	$ 1,521,506

continued

The accompanying notes are an integral part of these financial statements.

COUNTY OF INYO

Statement of Cash Flows (continued)
Proprietary Funds
For the Year Ended June 30, 2010

	Business-type Activities - Enterprise Funds				Governmental Activities
	Airport	Solid Waste	Nonmajor Enterprise Funds	Total	Internal Service Funds
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:					
Operating income (loss)	$ (355,451)	$ (3,546,404)	$ (135,251)	$ (4,037,106)	$ (22,461)
Adjustments to reconcile operating income (loss) to cash flows from operating activities:					
Depreciation	118,336	181,662	69,620	369,618	394,922
Changes in assets and liabilities:					
(Increase) decrease in:					
Accounts receivable	572	(11,576)	(32,950)	(43,954)	(2,374)
Inventory	(9,961)	--	--	(9,961)	816
Prepaid expenses	500	--	--	500	356
Increase (decrease) in:					
Accounts payable	12,473	(44,457)	(6,153)	(38,137)	(14,578)
Liability for compensated absences	3,035	3,741	1,980	8,756	(2,514)
Liability for self-insurance	--	--	--	--	(151,000)
Deferred revenues	(677)	--	--	(677)	--
Closure/postclosure liability	--	1,668,978	--	1,668,978	--
Net Cash Provided (Used) by Operating Activities	$ (231,173)	$ (1,748,056)	$ (102,754)	$ (2,081,983)	$ 203,167
Non-cash activities					
Contributions of capital assets	$ 37,500	$ --	$ --	37,500	$ --

The accompanying notes are an integral part of these financial statements.

COUNTY OF INYO

Statement of Fiduciary Net Assets
Fiduciary Funds
June 30, 2010

	Investment Trust	Agency Funds
Assets		
Cash and investments	$ 37,705,010	$ 15,175,033
Imprest cash	3,744	60
Accounts receivable	53,248	230,359
Due from other governments	306,407	131,024
Interest receivable	89,120	66,924
Taxes receivable	--	4,055,074
Due from other funds	--	117,648
Total assets	$ 38,157,529	$ 19,776,122
Liabilities		
Due to other funds	$ --	$ 1,825,794
Advances from other funds	--	12,000
Accounts payable	201,251	396,121
Agency obligations	--	17,542,207
Total liabilities	201,251	19,776,122
Net Assets		
Net assets held in trust for investment pool participants	37,956,278	--
Total net assets	37,956,278	--
Total liabilities and net assets	$ 38,157,529	$ 19,776,122

The accompanying notes are an integral part of these financial statements.

COUNTY OF INYO

Statement of Changes in Fiduciary Net Assets
For the Year Ended June 30, 2010

	Investment Trust
Additions:	
Contributions to investment pool	$ 32,696,332
Interest and investment income	396,030
Total Additions	33,092,362
Deductions:	
Distributions from investment pool	(29,731,567)
Total Deductions	(29,731,567)
Change in net assets	3,360,795
Net assets, beginning of year	34,595,483
Net assets, end of year	$ 37,956,278

The accompanying notes are an integral part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS

The notes provided in the Financial Section of this report are considered an integral and essential part of adequate disclosure and fair presentation of this report. The notes include a Summary of Significant Accounting Policies for the County, and other necessary disclosures of pertinent matter relating to the financial position of the County. The notes express significant insight to the financial statements and are conjunctive to understanding the rationale for presentation of the financial statements and information contained in this document.

Note 1: Summary of Significant Accounting Policies

A. Description of the Reporting Entity

The County of Inyo (County), the primary government, is a political subdivision of the State of California. It is governed by an elected board of five County Supervisors. These financial statements present the government and its component units, entities for which the government is considered to be financially accountable under the criteria set by Governmental Accounting Standards Board (GASB) Statement No. 14 and amended by GASB Statement No. 39.

The decision to include a component unit in the reporting entity was made by applying the criteria set forth in the Governmental Accounting Standards Board (GASB) Statement No. 14 and amended by GASB Statement No. 39. The basic criteria used in the determination of component units is financial responsibility of the County for the component unit. Financial accountability is determined by the following:

- The County appoints a voting majority of a component unit's governing body.
- Ability of the County to impose its will on the component unit, including the ability to affect its day-to-day operations, to remove appointed members of the governing body at will, to modify or approve its budget, to modify its rates or fee charges, to veto, overrule, or modify the decisions of its governing body.
- There is a potential for the component unit to provide specific financial benefits to or impose specific financial burden on the County.
- Fiscal dependency of the component unit on the County, including the inability of the component unit to determine its own budget, levy taxes, set rates or charges, or issue bonded debt without the approval of the County.

Reporting for component units on the County's financial statements can be blended or discretely presented. Blended component units, although legally separate entities, are, in substance, part of the government's operations. Blended component units are an extension of the County and so data from these units are combined with the data of the primary government. Discretely presented component units, on the other hand, are reported in a separate column in the combined financial statements to emphasize they are legally separate from the County. Each component unit has a June 30th year end.

Note 1: **Summary of Significant Accounting Policies** (continued)

A. **Description of the Reporting Entity** (continued)

Blended Component Units – Based on the foregoing criteria, the following entities have been classified as blended component units of the County:

Big Pine Lighting District	County Service Area No. 2
County of Inyo Capital Asset Leasing Corporation	Independence Light District
	Lone Pine Lighting District

The above component units are legally separate entities which are governed by the County's Board of Supervisors; therefore, their financial data has been combined with the County's financial data and presented as blended component units.

Additional detailed information and/or separately issued financial statements for each of these entities can be obtained from the County of Inyo Auditor-Controller's Office located at 168 North Edwards Street, Independence, CA 93526.

Discretely Presented Component Units – There are no component units of the County which meet the criteria for discrete presentation.

B. **Basis of Presentation**

Government-Wide Financial Statements

The statement of net assets and statement of activities display information about the primary government (the County) and its component units. These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. These statements distinguish between the *governmental* and *business-type activities* of the County. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees charged to external parties.

The statement of activities demonstrates the degree to which program expenses of a given function are offset by program revenues. Program expenses include direct expenses, which are clearly identifiable with a specific function, and allocated indirect expenses. Program revenues include 1) charges paid by the recipients of goods or services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented instead as general revenues.

Note 1: **Summary of Significant Accounting Policies** (continued)

B. **Basis of Presentation** (continued)

Government-Wide Financial Statements (continued)

The County first utilizes restricted resources to finance qualified activities, then unrestricted resources as needed.

Fund Financial Statements

The fund financial statements provide information about the County's funds, including fiduciary funds and blended component units. Separate statements for each fund category – *governmental, proprietary and fiduciary* – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are separately aggregated and reported as nonmajor funds.

Proprietary fund *operating* revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. *Nonoperating* revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.

The County reports the following major governmental funds:

- The *General Fund* is used to account for all revenues and expenditures necessary to carry out basic governmental activities of the County that are not accounted for through other funds. For the County, the General Fund includes such activities as public protection, public ways and facilities, health and sanitation, public assistance, education and recreation services.

- The *Road Fund* is used to account for money derived from the Highway Users Tax Fund, a portion of Federal Forest Reserve (under Government Code Section 29484) and any other sources of revenue that the Board of Supervisors designates for deposit into the Road Fund. Money deposited into the Road Fund is restricted to expenditures made in accordance with Article XIX of the State Constitution and Streets and Highways Code Sections 2101 and 2150.

- The *Grant Programs Fund* is used to account for programs that receive resources from other governmental units and are required to follow special legal, contractual, accounting or reporting requirements.

Note 1: **Summary of Significant Accounting Policies** (continued)

B. **Basis of Presentation** (continued)

Fund Financial Statements (continued)

The County reports the following major enterprise funds:

- The *Airport Fund* was established to account for the operation of the Eastern Sierra Regional Airport, Lone Pine Airport, Independence Airport, and the Shoshone Airport.

- The *Solid Waste Fund* was established to account for operations of the solid waste handling activity.

- The *Water System Fund* was established to account for the activities of water systems in Independence, Lone Pine and Laws.

The County reports the following additional fund types:

- The *Internal Service Funds* are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the County, or to other governments on a cost-reimbursement basis. The County uses internal service funds to account for its motor pool, purchasing revolving and self-insurance activities.

- The *Investment Trust Fund* accounts for the assets of legally separate entities that deposit cash with the County Treasurer. These entities include school districts, other special districts governed by local boards, regional boards and authorities and pass through funds for tax collections for cities. These funds represent the assets, primarily cash and investments, and the related liability of the County to disburse these monies on demand.

- The *Agency Funds* account for assets held by the County as an agent for various local governments.

C. **Basis of Accounting**

The government-wide, proprietary and investment trust fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting.

Note 1: **Summary of Significant Accounting Policies** (continued)

C. **Basis of Accounting** (continued)

Revenues are recognized when earned and expenses are recognized when incurred, regardless of when the related cash flows take place. Non-exchange transactions, in which the County gives (or receives) value without directly receiving (or giving) equal value in exchange, include property and sales taxes, grants, entitlements and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenues from sales tax are recognized when the underlying transactions take place. Revenues from grants, entitlements and donations are recognized in the fiscal year in which all eligible requirements have been satisfied.

For its business-type activities and enterprise funds, the County has elected under GASB Statement No. 20, *Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities that Use Proprietary Fund Accounting,* to apply all applicable GASB pronouncements as well as any applicable pronouncements of the Financial Accounting Standards Board, the Accounting Principles Board or any Accounting Research Bulletins issued on or before November 30, 1989 unless those pronouncements conflict with or contradict GASB pronouncements. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes accounting principles generally accepted in the United States of America for governmental units. The County has elected not to follow subsequent private-sector guidance of the Financial Accounting Standards Board after November 30, 1989.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as subsidies and investment earnings, result from non-exchange transactions or ancillary activities.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available ("susceptible to accrual"). Property and sales taxes, interest, state and federal grants and charges for services are accrued when their receipt occurs within sixty days after the end of the accounting period so as to be measurable and available. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments are recorded only when payment is due. General capital assets acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and capital leases are reported as other financial sources.

Note 1: **Summary of Significant Accounting Policies** (continued)

D. **Estimates**

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the general purpose financial statements and the reported amount of revenue and expenditures or expenses during the reporting period. Actual results could differ from those estimates.

E. **Deposits and Investments**

The County follows the practice of pooling cash and investments of all funds except for funds required to be held by outside fiscal agents. Interest income earned on pooled cash and investments is allocated quarterly to the various funds, based on the average daily balances.

The County pool is not registered with the Securities and Exchange Commission as an investment company and does not issue separate investment reports. The County has not provided or obtained any legally binding guarantees to support the value of the shares. County Ordinance #970 requires the formation of an Investment Oversight Committee, which is charged with overseeing activity in the pool for compliance to policy and code requirements.

Certain special districts and all public school districts are required by legal provisions to deposit their funds with the County Treasurer. Participants may withdraw up to the total of their respective shares as displayed on the combined balance sheet.

F. **Cash and Cash Equivalents**

For purposes of the Statement of Cash Flows – Proprietary Funds, the County considers all short-term highly liquid investments, including restricted cash and investments, to be cash and cash equivalents. Amounts held in the County's investment pool are available on demand; thus, they are considered highly liquid and cash equivalents for purposes of the Statement of Cash Flows – Proprietary Funds.

G. **Restricted Cash**

The County reports as restricted cash those funds which have been set aside for future costs associated with the closure and postclosure liability of various landfills in the County.

Note 1: **Summary of Significant Accounting Policies** (continued)

H. Inventories and Prepaid Items

Inventory consists of expendable supplies held for consumption. In governmental funds, inventories are valued at cost. In proprietary funds, they are valued at lower of cost or market. Cost is determined by using either the weighted average or the first-in, first-out method. The consumption method of accounting of inventory is used for the governmental fund types and the proprietary fund types. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items. The inventories and prepaid items recorded in the governmental funds do not reflect current appropriable resources and thus, an equivalent portion of fund balance is reserved.

I. Receivables

The County only accrues revenues at fiscal year-end and accrues only those revenues it deems collectible; as such the County has no allowance for doubtful accounts in its governmental funds.

J. Interfund Transactions

Interfund transactions are reflected as either loans, services provided, reimbursements or transfers. Loans are reported as receivables and payables as appropriate, are subject to elimination upon consolidation and are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans) in the balance sheet of governmental funds and statement of net assets for proprietary funds. Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as "internal balances". Advances between funds, as reported in the government funds balance sheet, are offset by a fund balance reserve account to indicate that they are not available for appropriation and are not available financial resources.

Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation of the government-wide presentation.

Note 1: **Summary of Significant Accounting Policies** (continued)

K. **Property Tax Revenue**

Property taxes attach as an enforceable lien on January 1. Taxes are levied on July 1 and payable in two installments, December 10 and April 10. All general property taxes are then allocated by the County Auditor-Controller's Office to the various taxing entities per the legislation implementing Proposition 13. The method of allocation used by the County is subject to review by the State of California. County property tax revenues are recognized when levied, under the alternative method for tax allocation (Teeter Plan), to the extent that they are measurable and available.

L. **Capital Assets**

Capital assets (including infrastructure) are recorded at historical cost or estimated historical cost if actual historical cost is not available. Contributed fixed assets are valued at their estimated fair market value on the date contributed. Capital assets include public domain (infrastructure) general fixed assets consisting of certain improvements including roads, bridges, lighting systems, and drainage systems. The County defines capital assets as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of one year.

Capital assets used in operations are depreciated or amortized (assets under capital leases) using the straight-line method over the lesser of the capital lease period or their estimated useful lives in the government-wide statements and proprietary funds.

The estimated useful lives are as follows:

Infrastructure (except for the maintained pavement subsystem)	15 to 50 years
Structures and improvements	50 years
Equipment	3 to 20 years

The County has three networks of infrastructure assets – roads, lighting and drainage.

M. **Encumbrances**

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated at June 30 or rolled into the next year.

Note 2: Cash in Treasury

A. Cash Management

As provided for by the California Government Code, the cash balances of substantially all funds are pooled and invested by the County Treasurer for the purpose of increasing interest earnings through investment activities. The investment pool is not registered within the Securities and Exchange Commission (SEC) and as suggested by the California Government Code, a treasury oversight committee provides oversight to the management of the pool. The respective funds' shares of the total pool are included in the accompanying combined balance sheet under the caption "Cash and Investments". Interest earned on these investments is allocated quarterly to certain participating funds based on their daily cash in county treasury balances.

The County Treasurer determines the fair value of investments annually, at fiscal year-end, for the purpose of financial reporting. Participants may withdraw their investment from the pool on a dollar per dollar basis. School districts are considered involuntary participants in the investment pool and comprise 24 percent of the total treasury investment pool which includes County operational funds. Special districts and various trust funds approximate 18 percent of the investment pool and the extent of involuntary participation cannot be determined at this time. County operational funds comprise the remaining 58 percent of the investment pool.

At June 30, 2010, total County cash and investments were as follows:

Cash on hand	$	10,236
Deposits		681,615
Investments		88,966,804
Total Cash and Investments	$	89,658,655

Total cash and investments at June 30, 2010 were presented on the County's financial statements as follows:

Primary government	$	36,774,808
Investment trust fund		37,677,152
Agency funds		15,206,695
Total Cash and Investments	$	89,658,655

Note 2: **Cash in Treasury** (continued)

A. Cash Management (continued)

Investments

The table below identifies the investment types that are authorized for the County by the California Government Code or the County's investment policy, where more restrictive. The table also identifies certain provisions of the County's investment policy that address interest rate risk, credit risk, and concentration risk.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
U.S. Treasury Obligations	5 years	100%	None
U.S. Government Agencies and Instrumentalities	5 years	100%	None
Banker's Acceptances	180 days	40%	30%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	25%	None
Reverse Repurchase Agreements	92 days	25%	None
Local agencies indebtedness	5 years	25%	None
State of California indebtedness	5 years	15%	5%
Financial Institutions indebtedness	5 years	30%	None
Commercial Paper	270 days	15%	10%
Money Market Mutual Funds	N/A	20%	10%
Local Government Investment Pool	N/A	75%	N/A

At June 30, 2010, the County had the following investments:

	Interest Rates	Maturities	Par Value	Cost	Fair Value	WAM (Years)
Pooled Investments						
Federal Agency Obligations	.550% - 6.470%	7/30/10 - 6/28/13	$ 39,810,000	$ 39,946,565	$ 39,913,614	1.77
Commercial paper	.530% - .900%	9/20/10 - 3/18/11	14,000,000	13,937,105	13,934,610	0.56
Local Agency Investment Fund	Variable	On Demand	25,950,000	25,950,000	25,950,000	--
UBS Money Market	Variable	On Demand	4,750,000	4,750,000	4,750,000	--
AIM Money Market	Variable	On Demand	4,000,000	4,000,000	4,000,000	--
Total Pooled Investments			$ 88,510,000	88,583,670	88,548,224	0.89
Non-Pooled Investments						
Cash with fiscal agent	Variable	On Demand	N/A	383,134	383,134	
Total Investments				$ 88,966,804	$ 88,931,358	

Note 2: **Cash in Treasury** (continued)

A. **Cash Management** (continued)

Interest Rate Risk

The County manages its exposure to declines in fair values by limiting the weighted average maturity of its investment portfolio to five years or less in accordance with its investment policy.

Credit Risk

State law and the County's Investment Policy limit investments in commercial paper to the rating of A1 by Standards & Poor's or P-1 by Moody's Investors Service. State law and the County's Investment Policy also limit investments in corporate bonds to the rating of A by Standard & Poor's and Moody's Investors Service. The County does not have credit limits on government agency securities.

Concentration of Credit Risk

Investments in any one issuer (other than U.S. Treasury securities, mutual funds, and external investment pools) that represent 5% or more of total County investments are as follows:

Issuer	Investment Type	Amounted Reported
Federal Farm Credit Bank	Federal Agency Obligations	$ 8,022,520
Federal Home Loan Bank	Federal Agency Obligations	15,480,104
Federal Home Loan Mortgage	Federal Agency Obligations	11,529,705
Federal National Mortgage Assn.	Federal Agency Obligations	4,881,285
General Electric Corp.	Commercial Paper	7,967,850
UBS Finance	Commercial Paper	5,966,760

Note 2: **Cash in Treasury** (continued)

A. **Cash Management** (continued)

The following is a summary of the credit quality distribution and concentration of credit risk by investment type as a percentage of the County Investment Pool's value at June 30, 2010.

	S&P	Moody's	% of Portfolio
Federal Agency Obligations	AAA	AAA	45.07%
Local Agency Investment Fund	Unrated	Unrated	29.31%
UBS Money Market	N/A	N/A	5.36%
AIM Money Market	N/A	N/A	4.52%
Commercial paper	N/A	N/A	15.74%
Total			100.00%

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the County will not be able to recover the value of its investments or collateral security that are in the possession of an outside party. At year end, the County's investment pool and specific investments had no securities exposed to custodial credit risk.

Local Agency Investment Fund

The County Treasurer's Pool maintains an investment in the State of California Local Agency Investment Fund (LAIF), managed by the State Treasurer. This fund is not registered with the Securities and Exchange Commission as an investment company, but is required to invest according to California State Code. Participants in the pool include voluntary and involuntary participants, such as special districts and school districts for which there are legal provisions regarding their investments. The Local Investment Advisory Board (Board) has oversight responsibility for LAIF. The Board consists of five members as designated by State Statute.

Note 2: **Cash in Treasury** (continued)

A. **Cash Management** (continued)

At June 30, 2010, the County's investment position in the State of California Local Agency Investment Fund (LAIF) was $25,950,000, which approximates fair value and is the same as value of the pool shares. The total amount invested by all public agencies in LAIF on that day was $69.3 billion. Of that amount, 5.42% was invested in structured notes and asset-backed securities with the remaining 94.5% invested in other non-derivative financial products.

County Investment Pool Condensed Financial Statements

The following represents a condensed statement of net assets and changes in net assets for the Treasurer's investment pool as of June 30, 2010:

Statement of Net Assets

Assets:	
Investments	$ 88,966,804
Other deposits	691,851
Total Assets	$ 89,658,655
Net Assets:	
Equity of internal pool participants	$ 51,949,901
Equity of external pool participants	37,708,754
Total Net Assets	$ 89,658,655

Statement of Changes in Net Assets

Net assests at July 1, 2009	$ 71,001,994
Investment earnings	932,751
Investment expenses	(248,936)
Net additions from pool participants	17,972,846
Net assets at June 30, 2010	$ 89,658,655

Note 2: **Cash in Treasury** (continued)

B. **Allocations of Interest Income Among Funds**

Interest income from pooled investments is allocated first to those funds, which are required by law or administrative action to receive interest, and then to the Proprietary Funds. Interest is allocated on a quarterly basis based on the aggregate daily cash balance in each fund.

Cash and investments held separately from the pool are managed by a trustee or fiscal agent. Investments are stated at fair value.

C. **Authorized Investments**

State statutes and adopted investment policy authorize the County to invest in bonds issued by the County of Inyo, obligations of the U.S. Treasury, its agencies and instrumentality's, registered warrants and bonds of the State of California, registered warrants and bonds of any local agency in the State of California, commercial paper rated A-1 by Standard & Poor's Corporation or P-1 by Moody's Commercial Paper Record's, certificates of deposit, bankers' acceptances from banks with 'A' rating or better by a nationally recognized rating service, medium term corporate notes issued by companies rated 'A' or better by a nationally recognized rating service, mortgage pass-through securities and collateralized mortgage obligations having a rating of 'AA' or higher by a nationally recognized rating agency, repurchase agreements and the State Treasurer's investment pool. The County is also authorized to enter in reverse repurchase agreements. Investments for bond proceeds and funds held by bond fiscal agent or trustees are governed and restricted by the bond documents. The permitted investment language in each bond transaction is usually unique to each transaction and at times can either be more permissive or less permissive than the County's investment policy over other investments.

D. **Fair Value of Investments**

Accounting pronouncement GASB Statement No. 31 generally applies to investments in external investment pools (State of California LAIF and other government sponsored investment pools), investments purchased with maturities greater than one year, mutual funds, and certain investment agreements. Generally, governmental entities need to report the "fair value" changes for these investments at year-end and record these gains or losses on their income statement.

Note 2: **Cash in Treasury** (continued)

E. **Methods and Assumptions Used to Estimate Fair Value**

The County's investment custodian provides market values on each investment instrument on a monthly basis. The investments held by the County are widely traded and trading values are readily available from numerous published sources.

The County has determined that cost to fair values are not materially different (fair value is 99.96 percent of cost) so that no adjustment has been reported on these financial statements.

Note 3: **Interfund Transactions**

Interfund Receivables/Payables

The composition of interfund balances as of June 30, 2010 is as follows:

Due to/from other funds:

Receivable Fund	Payable Fund	Amount	Purpose
General fund	Grant Programs Fund	$ 563,426	Cash flow reimbursement grants
	Business Type Funds	45,877	Provide short term cash flow
	Agency Funds	1,800,476	Provide short term cash flow
		2,409,779	
Grants	Grants	5,582	Provide short term cash flow
Agency funds	Agency funds	25,318	Provide short term cash flow
	Grant Programs Fund	92,330	Cash flow water projects grants
		117,648	
		$ 2,533,009	

Advances to/from other funds:

Receivable Fund	Payable Fund	Amount
General fund	Internal service funds	$ 125,000
	Agency funds	12,000
		$ 137,000

The above interfund advances are loans that are not expected to be repaid within one year.

Note 3: **Interfund Transactions** (continued)

Transfers

Transfers are indicative of funding for capital projects, lease payments or debt service, subsidies of various County operations and re-allocations of special revenues. The following schedule briefly summarizes the County's transfer activity:

Between Governmental and Business-Type Activities:

Transfer from	Transfer to	Amount	Purpose
General Fund	Solid Waste	314,579	To augment ongoing operations
	Water System	4,719	To augment ongoing operations
		319,298	
Nonmajor Governmental	Airports	28,851	To purchase capital asset
	Airports	2,708	To augment ongoing operations
		31,559	

Between Funds Within the Governmental or Business-Type Activities:

Transfer from	Transfer to	Amount	Purpose
General Fund	Nonmajor Governmental Funds	$ 109,659	To augment ongoing operations
Nonmajor Governmental Funds	General Fund	249,564	To augment ongoing operations
	Nonmajor Governmental Funds	42,000	To augment ongoing operations
	General Fund	81,729	Capital expenditures
		373,293	
Grants	General Fund	31,070	Close out grants
Grants Fund	Internal Service/Enterprise	88,259	Transfer Book Value of Vehicles
General Fund	General Fund	1,322	General Fund
		603,603	
	Total	$ 954,460	

Note 4: Capital Assets

Capital asset activity for the year ended June 30, 2010 was as follows:

	Balance June 30, 2009	Additions	Retirements	Transfers & Adjustments	Balance June 30, 2010
Governmental Activities					
Capital assets, not being depreciated:					
Land	$ 8,888,063	$ --	$ --	$ 11,108	$ 8,899,171
Construction in progress	2,678,480	402,185		(2,417,747)	662,918
Total capital assets, not being depreciated	11,566,543	402,185	--	(2,406,639)	9,562,089
Capital assets, being depreciated:					
Infrastructure	194,477,699	1,929,491	--	1,241,780	197,648,970
Land improvements	3,445,881	20,842	--	1,133,740	4,600,463
Structures and improvements	10,554,443	59,998	--	204,000	10,818,441
Equipment	14,343,492	735,866	(600,196)	19,182	14,498,344
Total capital assets, being depreciated	222,821,515	2,746,197	(600,196)	2,598,702	227,566,218
Less accumulated depreciation for:					
Infrastructure	(156,054,133)	(6,278,179)	--	--	(162,332,312)
Land improvements	(1,039,860)	(144,902)	--	--	(1,184,762)
Structures and improvements	(4,506,812)	(239,378)	--	(124,441)	(4,870,631)
Equipment	(10,096,702)	(1,263,270)	590,466	23,046	(10,746,460)
Total accumulated depreciation	(171,697,507)	(7,925,729)	590,466	(101,395)	(179,134,165)
Total capital assets, being depreciated, net	51,124,008	(5,179,532)	(9,730)	2,497,307	48,432,053
Governmental activities capital assets, net	$ 62,690,551	$ (4,777,347)	$ (9,730)	$ 90,668	$ 57,994,142
Business-type Activities					
Capital assets, not being depreciated:					
Land	$ 1,813,899	$ 37,500	$ --	$ --	$ 1,851,399
Total capital assets, not being depreciated	1,813,899	37,500	--	--	1,851,399
Capital assets, being depreciated:					
Infrastructure	18,564,805	--	--	--	18,564,805
Land improvements	2,708,347	--	--	--	2,708,347
Structures and improvements	2,700,103	--	--	--	2,700,103
Equipment	2,107,365	89,639	(169,855)	120,527	2,147,676
Total capital assets, being depreciated	26,080,620	89,639	(169,855)	120,527	26,120,931
Less accumulated depreciation for:					
Infrastructure	(16,046,002)	(64,615)	--	--	(16,110,617)
Land improvements	(1,852,596)	(42,805)	--	--	(1,895,401)
Structures and improvements	(1,370,723)	(58,868)	--	--	(1,429,591)
Equipment	(1,645,638)	(203,332)	150,696	(120,527)	(1,818,801)
Total accumulated depreciation	(20,914,959)	(369,620)	150,696	(120,527)	(21,254,410)
Total capital assets, being depreciated, net	5,165,661	(279,981)	(19,159)	--	4,866,521
Business-type activities capital assets, net	$ 6,979,560	$ (242,481)	$ (19,159)	$ --	$ 6,717,920

Note 4: **Capital Assets** (continued)

Depreciation

Depreciation expense was charged to governmental activities as follows:

General government	480,378
Public protection	618,674
Public ways	6,321,901
Health and sanitation	6,096
Public assistance	13,869
Recreation and culture	89,889
Capital assets held by the government's internal service funds are charged to the various functions based on their usage of the assets	394,922
Total depreciation expenses - governmental activities	$ 7,925,729

Depreciation expense was charged to the business-type activities as follows:

Airport Fund	118,336
Solid Waste Fund	185,098
Water System Fund	54,756
Non-Major Enterprise Funds	11,429
Total depreciation expense - business-type activities	$ 369,619

Note 5: **Loans Receivable**

The County issued four loans to first time home buyers totaling $780,000 during the fiscal year ending June 30, 2008. The loans are deferred for a period of 30 years and are due in the event that the property acquired with the proceeds is sold before the deferral period ends.

Note 6: Long-Term Liabilities

The following is a summary of long-term liabilities transactions for the year ended June 30, 2010:

	Balance July 1, 2009	Additions	Deletions	Balance June 30, 2010	Amounts Due Within One Year
Governmental Activities					
Bonds Payable	$ 580,000	$ --	$ 285,000	$ 295,000	$ 295,000
Capital leases payable	440,336	--	350,643	89,693	89,693
Compensated absences	1,405,716	1,126,153	1,160,774	1,371,095	1,371,095
Claims liability	369,000	(126,577)	24,423	218,000	100,000
Total Governmental Activities	$ 2,795,052	$ 999,576	$ 1,820,840	$ 1,973,788	$ 1,855,788
Business-type Activities					
Compensated absences	$ 76,803	$ 92,888	$ 84,133	$ 85,558	$ 85,558
Closure/post closure liability	1,357,344	1,668,978	--	3,026,322	--
Total Business-type Activities	$ 1,434,147	$ 1,761,866	$ 84,133	$ 3,111,880	$ 85,558

The compensated absences liability attributable to the governmental activities will be liquidated primarily by the General Fund.

The General Fund pays for the capital lease obligations attributable to the governmental activities and the Grants fund pays for the loan payable obligation attributable to the governmental activities.

As of June 30, 2010, annual debt service requirements of governmental activities to maturity are as follows:

Year Ending June 30:	Governmental Activities			
	Bonds Payable		Capital Leases	
	Principal	Interest	Principal	Interest
2011	295,000	14,750	89,692	828
	$ 295,000	$ 14,750	$ 89,692	$ 828

Note 6: **Long-Term Liabilities** (continued)

Long-term liabilities at June 30, 2010 consisted of the following:

Governmental Activities	Date of Issue	Date of Maturity	Interest Rates	Annual Principal Installments	Original Issue Amount	Outstanding at June 30, 2010
Capital Lease Obligations (various equipment)						
Banc of America - Computer system	2005	2010	3.69%	$301,316 - $358,768	$ 1,646,260	$ 89,693
Bonds Payable						
1999 Refunding of 1990 Certificates of Participation	1999	2011	3.50% - 5.0%	$220,000 - $295,000	2,940,000	295,000
Total Governmental Activities					$ 4,586,260	$ 384,693

Note 7: **Estimated Liability for Solid Waste Landfill Closure and Postclosure Maintenance Costs**

The County currently owns and maintains five landfill sites. State and federal laws and regulations require that the County place a final cover on its landfills when closed and perform certain maintenance and monitoring functions at the landfill sites for thirty years after closure. In addition to operating expenditures related to current activities of the landfill, an estimated liability is being recognized based on the future closure and postclosure maintenance costs that will be incurred near or after the date the landfill no longer accepts waste. The recognition of the estimated liability for closure and postclosure maintenance costs is based on the amount of the landfill used through the end of the fiscal year.

The estimated liability of all County landfill sites for closure and postclosure maintenance costs was $3,026,322 as of the fiscal year end, which is based on the estimated percentage usage (filled), ranging from 30.08% to 64.87%, of each landfill site. It is estimated that an additional $4,441,102 liability will be recognized as closure and postclosure maintenance costs between the date of the balance sheet and the date the landfills are expected to be filled to capacity.

The estimated total current cost of the landfill closure and postclosure maintenance costs of $7,467,424 is based on the amounts that would be paid if all equipment, facilities, and services required to close, monitor, and maintain the landfills were acquired as of the balance sheet date. However, the costs for landfill closure and postclosure maintenance costs are based on yearly estimates, reviewed by the California Integrated Waste Management Board, as prepared by the Vector Engineering, Inc. of Grass Valley, California.

Note 7: **Estimated Liability for Solid Waste Landfill Closure and Postclosure Maintenance Costs** (continued)

These cost estimates are subject to change based on such factors as inflation or deflation, changes in technology, or changes in federal or state landfill laws and regulations.

The County is required by state and federal laws and regulations to make annual contributions to finance closure and postclosure maintenance costs. The County makes deposits into various accounts based on the annual liability amounts calculated by CWA. As of June 30, 2010, a total of $1,019,630 was deposited into these accounts for the purpose of funding landfill closure costs. This amount is reported as restricted cash in the Solid Waste Fund. A Pledge of Revenue agreement with the California Integrated Waste Management Board has been established as a funding mechanism for the County's landfill postclosure costs.

The following is the information for each landfill as of June 30, 2010:

	Percent Filled	Total Closure/ Postclosure Cost Estimates	Liability 6/30/2010
Bishop Sunland	30.08%	3,940,356	1,185,229
Independence	64.87%	1,022,806	663,518
Lone Pine	36.82%	1,561,040	574,746
Shoshone	63.99%	421,655	269,832
Tecopa	63.85%	521,567	332,997
		$ 7,467,424	$ 3,026,322

Note 8: **Leases**

Capital Leases

The County has entered into long-term capital lease agreements under which the related vehicles and equipment will become the property of the County when all terms of the lease agreement are met.

Note 8: **Leases** (continued)

Capital Leases (continued)

Cost and accumulated depreciation for capital assets purchased under capital leases were as follows:

	Governmental Activities	Business-type Activities	Total
Equipment	$ 1,877,286	$ --	$ 1,877,286
Less accumulated depreciation	(420,347)	--	(420,347)
Net capital assets	$ 1,456,939	$ --	$ 1,456,939

The future minimum lease obligations and the net present value of these minimum lease payments as of June 30, 2010 were as follows:

Year Ended June 30	Governmental Activities
2011	90,520
Less interest	(827)
Present value of remaining payments	$ 89,693

Operating Leases

The County is committed under a noncancelable operating lease with Xerox for photocopy machines and various cancelable operating leases.

Note 8: **Leases** (continued)

Operating Leases (continued)

Future minimum operating lease commitments are as follows:

Year Ended June 30	
2011	$ 101,664
2012	101,664
2013	101,664
2014	59,304
Total	$ 364,296

Total rents and lease expenditures were $106,495 for the year ended June 30, 2010.

Note 9: **Net Assets/Fund Balances**

The government-wide and business-wide activities fund financial statements utilize a net assets presentation. Net assets are categorized as invested capital assets (net of related debt), restricted and unrestricted.

- *Invested in Capital Assets, Net of Related Debt* – This category groups all capital assets, including infrastructure, into one component of net assets. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce the balance in this category.

- *Restricted Net Assets* – This category presents external restrictions imposed by creditors, grantors, contributors or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

- *Unrestricted Net Assets* – This category represents net assets of the County, not restricted for any project or other purpose.

In the fund financial statements, reserves and designations segregate portions of fund balance that are either not available or have been earmarked for specific purposes. The various reserves and designations are established by actions of the Board and management and can be increased, reduced or eliminated by similar actions.

Note 9: **Net Assets/Fund Balances** (continued)

As of June 30, 2010, reservations of fund balance are described below:

- Reserve for Imprest Cash was created to represent the portion of the fund balance that is not available for expenditure because the County maintains various levels of revolving funds for daily operations.

- Reserve for Inventory was created to represent the portion of fund balance that is not available for expenditure because the County expects to use these resources within the next budgetary period.

- Reserve for Encumbrances was created to represent encumbrances outstanding at the end of the fiscal year, based on purchase orders and contracts signed by the County but not completed as of the close of the fiscal year.

- Reserve for Advances was created to represent long-term interfund loans not available to finance current year expenditures.

- Reserve for Prepaid Expenses was created to represent expenses paid in the financial statement year for services not yet performed.

Note 10: **County Employees Retirement Plan (Defined Benefit Pension Plan)**

A. **Plan Description**

The County of Inyo contributes to the California Public Employees Retirement System (PERS), an agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State of California. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Benefit provisions and other requirements are established by statute. Copies of PERS' annual financial report may be obtained from their Executive Office – 400 P Street, Sacramento, CA 95814.

B. **Funding Policy**

The County makes the contributions required of County employees on their behalf and for their account. Active plan members are required to contribute 7% or 9% of their annual salary depending on their classification. The County is required to contribute the actuarially determined remaining amounts necessary to fund the benefits for its members. The actuarial methods and assumptions used are those adopted by the CalPERS Board of Administration. The required employer contribution rate for the fiscal year 2009/2010 was 12.367% for the miscellaneous plan employees and 28.030% for the safety plan employees.

Note 10: **County Employees Retirement Plan (Defined Benefit Pension Plan)** (continued)

B. **Funding Policy** (continued)

The contribution requirements of the plan members are established by State statute and the employer contribution rate is established and may be amended by CalPERS.

Annual Pension Cost

For fiscal year 2009/2010, the County of Inyo's annual pension cost was $5,307,855 and the County actually contributed $5,307,855. The required contribution for fiscal year 2009/2010 was determined as part of the June 30, 2006 actuarial valuation using the entry age normal actuarial cost method with the contributions determined as a percent of pay.

Fiscal Year Ending	Annual Pension Cost (APC)	Percentage of APC Contributed	Net Pension Obligation
6/30/2008	3,083,441	100.00%	--
6/30/2009	5,265,874	100.00%	--
6/30/2010	5,307,855	100.00%	--

The County participates in the CalPERs risk pool program for its safety plan members. The risk pool program is the consolidation of public agencies with plan membership of less than one hundred employees. County information regarding the funded status of the pension plan is no longer available.

Note 11: **Risk Management**

The County is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The County has risk management funds (Internal Service Funds) to account for the County's General Liability and Medical Malpractice insurance programs that are self-insured. Beginning with the fiscal year ended June 30, 2003, the County's Workers' Compensation liability is no longer self-insured. Risk of insurance has been assumed by a third-party insurer. Fund revenues are primarily premium charges to other funds and are planned to equal estimated payments resulting from self-insurance programs, liability insurance coverage in excess of the self-insured amounts, and operating expenses.

Note 11: **Risk Management** (continued)

The County maintains a self-insured retention (SIR) of $100,000 per occurrence for its general liability program. Losses which exceed the SIR are covered by excess insurance policy up to $15,000,000 per occurrence.

The County maintains a self-insured retention (SIR) of $10,000 per occurrence for its medical malpractice coverage. Losses which exceed the SIR are covered by excess insurance policy up to $10,000,000 per occurrence.

Airport coverage consists of primary insurance with no self-insured retention and a coverage limit of $10,000,000.

Claim settlements have not exceeded insurance coverage in each of the past three years. Also, non-incremental claims adjustments have been included as part of the liability for unpaid claims.

It is the County's policy to charge to the expense of the Internal Service Fund the estimated liability for outstanding claims, as determined with the assistance of independent actuaries. The liability for self-insurance coverage reported in the internal service funds is based on the requirements of Governmental Accounting Standards Board Statements No. 10 and 30, which require that a liability for claims be reported if information prior to issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. The liability as of June 30, 2010 was $218,000.

Changes in the County's claims liability for the fiscal years ended June 30, 2010 and 2009 were as follows:

	2010	2009
Unpaid claims, beginning of year	$ 369,000	$ 351,000
Plus estimated claims incurred	(126,577)	36,997
Less claims payments	(24,423)	(18,997)
Unpaid claims, end of year	$ 218,000	$ 369,000

Note 12: Other Post Employment Benefits (OPEB)

The County contributes to the miscellaneous plan of the County of Inyo and the safety plan of the County of Inyo (plans) which are part of the California Public Employees Retirement System (PERS), an agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for governmental entities in the State of California. PERS provides retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions and all other requirements are established by statute. Copies of PERS' annual financial report may be obtained from their executive office – 400 P Street, Sacramento, CA 95814.

The County sponsors healthcare coverage under the California Public Employees Medical and Hospital Care Act ("PEMHCA", also known as PERS Health. PEMHCA provides health insurance through a variety of HMO and PPO options. The eligibility requirements for the plan are retirement at age 50, or older, and at least 5 years of continuous services. The medical benefit coverage is the same for the safety and miscellaneous employees. The County also contributes towards the premiums of spouses and dependents.

Funding Policy

The contribution requirements of the plan members and the County are established and may be amended by the County. The contribution is based on pay-as-you-go financing requirements, with an initial $2 million contribution to PARS OPEB trust for the fiscal year ended June 30, 2010 to prefund benefits. For fiscal year 2009-2010, the County contributed $2,528,687, or 63.2%, of the actuarially required contributions, to the Retiree Healthcare Plan.

Annual OPEB Cost and Net OPEB Obligation

The annual required contribution (ARC) is an amount actuarially determined in accordance with the parameters of GASB Statement 45 – *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pension*. The County's ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost each year and amortize the unfunded actuarial liability over a period of 30 years.

The following table shows the components of the County's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the County's net OPEB obligation to the retiree healthcare plan:

Note 12: **Other Post Employment Benefits (OPEB)** (continued)

Annual OPEB Cost and Net OPEB Obligation (continued)

Annual required contribution	$ 4,002,350
Contributions made	(2,528,687)
Increase in net OPEB obligation	1,473,663
Net OPEB obligation - beginning of year	2,864,311
Net OPEB obligation - end of year	$ 4,337,974

The County's Annual OPEB Cost, the percentage of Annual OPEB Cost contributed to the plan (as described in the funding policy above), and the Net OPEB Obligation for the past two fiscal years is as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
6/30/2009	$3,311,068	13.6%	$2,864,311
6/30/2010	4,002,350	63.2%	4,337,974

Funded Status and Funding Progress

The funded status of the plan, based on an actuarial valuation as of June 30, 2009, the plan's most recent actuarial valuation date, was as follows:

Actuarial accrued liability (AAL)	$ 31,214,538
Actuarial value of plan assets	--
Unfunded actuarial accrued liability (UAAL)	$ 31,214,538
Funded ratio (actuarial value of plan assets/AAL)	0.00%
Covered payroll (active plan members)	$ 23,026,193
UAAL as a percentage of covered payroll	135.6%

Actuarial Methods and Assumptions

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Note 12: **Other Post Employment Benefits (OPEB)** (continued)

Actuarial Methods and Assumptions (continued)

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the July 1, 2009 actuarial valuation, the entry age normal actuarial cost method was used. The actuarial assumptions included a 5% investment rate of return and assumed medical inflation of 9% graded down to 5% over 3 years. The OPEB plan's unfunded actuarial liability is being amortized by level percent of payroll contributions over 30 years. The remaining amortization period at June 30, 2010, was 29 years.

Note 13: **Contingencies**

A. **Government Programs**

The County participates in a number of federal and state programs that are fully or partially funded by grants received from other governmental entities. Expenditures financed by grants are subject to audit by the appropriate grantor government. If expenditures are disallowed due to noncompliance with grant program regulations, the County may be required to reimburse the grantor government. As of June 30, 2010, significant amounts of grant expenditures have not been audited but the County believes that disallowed expenditures, if any, based on subsequent audits will not have a material effect on any of the individual governmental funds or the overall financial position of the County.

B. **Claims and Assessments**

There are several pending lawsuits in which the County is involved. County Counsel believes the potential uninsured claims against the County resulting from such litigation at June 30, 2010, would not materially affect the financial statements of the County.

REQUIRED SUPPLEMENTARY INFORMATION

COUNTY OF INYO

Required Supplementary Information
For the Fiscal Year Ended June 30, 2010

SCHEDULE OF FUNDING PROGRESS

The table below shows a three-year analysis of the actuarial value of assets as a percentage of the actuarial accrued liability and the unfunded actuarial accrued liability as a percentage of the annual covered payroll as of June 30:

Required Supplementary Information
Funded Status of Plan

Miscellaneous Plan:

Actuarial Valuation Date	Entry Age Normal Accrual Liability	Actuarial Value of Assets	Unfunded/ (Overfunded) Liability	Funded Ratio	Annual Covered Payroll	UAAL as a % of Payroll
6/30/2007	100,207,965	104,674,747	(4,466,782)	104.5%	20,559,165	-21.7%
6/30/2008	108,876,712	98,766,068	10,110,644	90.7%	21,703,622	46.6%
6/30/2009	118,376,982	74,386,577	43,990,405	62.8%	21,578,841	203.9%

Safety Plan:

Information on the individual plans with less than 100 employees is no longer available. Information is available on a pooled-basis only and can be obtained from CalPERS, P.O. Box 942709, Sacramento, CA 94229-2709.

Postemployment Health Plan:

The table below shows an analysis of the actuarial value of assets as a percentage of the actuarial accrued liability and the unfunded actuarial accrued liability as a percentage of the annual covered payroll as of June 30:

In future years, three year trend information will be presented. Fiscal year 2008-09 was the first year of implementation of GASB Statement 45, and the County elected to implement prospectively; therefore prior year comparative data is not available.

Actuarial Valuation Date	Entry Age Normal Accrual Liability	Actuarial Value of Assets	Unfunded/ (Overfunded) Liability	Funded Ratio	Annual Covered Payroll	UAAL as a % of Payroll
7/1/2007	$ 25,092,710	$ --	$ 25,092,710	0.0%	$ 24,224,174	103.6%
7/1/2009	31,214,538	--	31,214,538	0.0%	23,026,193	135.6%

COUNTY OF INYO

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
General Fund
For the Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual Amounts	(Negative)
Revenues:				
Taxes	$ 15,509,000	$ 15,509,000	$ 17,046,983	$ 1,537,983
Licenses and permits	389,722	395,292	436,554	41,262
Fines, forfeitures and penalties	1,239,658	1,235,758	1,636,214	400,456
Use of money and property	684,972	654,972	646,099	(8,873)
Intergovernmental	21,768,887	22,400,252	20,404,083	(1,996,169)
Charges for services	5,696,283	5,475,925	4,861,796	(614,129)
Other revenues	139,110	150,437	262,764	112,327
Total revenues	45,427,632	45,821,636	45,294,493	(527,143)
Expenditures:				
Current:				
General government	13,628,246	13,774,167	11,616,575	2,157,592
Public protection	17,798,941	18,149,648	16,855,677	1,293,971
Health and sanitation	6,271,737	6,672,309	5,913,784	758,525
Public assistance	6,989,017	7,071,094	6,243,222	827,872
Education	868,065	865,982	670,606	195,376
Recreation and culture	954,652	955,065	874,856	80,209
Reserves	13,072	77,033	--	77,033
Capital Outlay	688,080	1,033,937	269,551	764,386
Debt Service				
Principal	635,644	635,644	635,644	--
Interest	39,867	39,867	39,867	--
Total expenditures	47,887,321	49,274,746	43,119,782	6,154,964
Excess (deficiency) of revenues over expenditures	(2,459,689)	(3,453,110)	2,174,711	5,627,821
Other Financing Sources (Uses):				
Sale of capital assets	--	--	223	223
Transfers in	1,034,784	2,707,763	363,687	(2,344,076)
Transfers out	(2,748,812)	(3,200,664)	(430,279)	2,770,385
Total other financing sources (uses)	(1,714,028)	(492,901)	(66,369)	426,532
Net change in fund balances	(4,173,717)	(3,946,011)	2,108,342	6,054,353
Fund balances, beginning of year	22,964,810	22,964,810	22,964,810	--
Fund balances, end of year	$ 18,791,093	$ 19,018,799	$ 25,073,152	$ 6,054,353

COUNTY OF INYO

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Road Fund
For the Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual Amounts	(Negative)
Revenues:				
Licenses and permits	$ 15,000	$ 10,000	$ 18,893	$ 8,893
Use of money and property	40,000	40,000	28,257	(11,743)
Intergovernmental	7,309,541	7,408,747	5,679,467	(1,729,280)
Charges for services	1,832,045	1,232,338	419,461	(812,877)
Other revenues	200,000	20,181	23,659	3,478
Total Revenues	9,396,586	8,711,266	6,169,737	(2,541,529)
Expenditures:				
Current:				
Public ways and facilities	6,569,398	6,250,663	4,345,762	1,904,901
Capital outlay	2,575,752	3,033,930	2,217,074	816,856
Total Expenditures	9,145,150	9,284,593	6,562,836	2,721,757
Excess (deficiency) of revenues over expenditures	251,436	(573,327)	(393,099)	180,228
Fund balances, beginning of year	3,430,818	3,430,818	3,430,818	--
Fund balances, end of year	$ 3,682,254	$ 2,857,491	$ 3,037,719	$ 180,228

COUNTY OF INYO

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Grant Programs Fund
For the Year Ended June 30, 2010

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual Amounts	(Negative)
Revenues:				
Licenses and permits	--	--	60	60
Use of money and property	23,750	15,675	15,738	63
Intergovernmental	4,535,134	7,067,212	4,043,366	(3,023,846)
Charges for services	14,723	224,415	20,587	(203,828)
Other revenues	--	--	913	913
Total revenues	4,573,607	7,307,302	4,080,664	(3,226,638)
Expenditures:				
Current:				
General government	--	--	--	--
Public protection	3,052,500	3,323,500	2,509,901	813,599
Health and sanitation	794,815	781,298	721,191	60,107
Public assistance	182,966	349,198	161,974	187,224
Recreation and culture	96,003	108,719	96,588	12,131
Capital outlay	1,307,173	3,369,591	67,171	3,302,420
Debt Service				
Principal	11,500	--	--	--
Interest	584	--	--	--
Total expenditures	5,445,541	7,932,306	3,556,825	4,375,481
Excess (deficiency) of revenues over expenditures	(871,934)	(625,004)	523,839	1,148,843
Other Financing Sources (Uses):				
Transfers in	--	71,232	--	(71,232)
Transfers out	--	(102,303)	(119,329)	(17,026)
Total other financing sources (uses)	--	(31,071)	(119,329)	(88,258)
Net change in fund balances	(871,934)	(656,075)	404,510	1,060,585
Fund balances, beginning of year	1,758,120	1,758,120	1,758,120	--
Fund balances, end of year	$ 886,186	$ 1,102,045	$ 2,162,630	$ 1,060,585

BUDGETARY BASIS OF ACCOUNTING

In accordance with the provisions of Sections 29000 and 29143, inclusive, of the California Government Code and other statutory provisions, commonly known as the County Budget Act, the County prepares a budget for each fiscal year on or before August 30. Budgeted expenditures are enacted into law through the passage of an Appropriation Ordinance. This ordinance mandates the maximum authorized expenditures for the fiscal year and cannot be exceeded except by subsequent amendments to the budget by the County's Board of Supervisors.

An operating budget is adopted each fiscal year for all Governmental Funds. Expenditures are controlled at the object level within budget units for the County. The object level within a budget unit is the level at which expenditures may legally not exceed appropriations. The Auditor-Controller approves any budget amendments transferring appropriation within object categories such as salaries and benefits or services and supplies. The County Administrator approves budget amendments transferring appropriation between object categories. The Board of Supervisors approves budget amendments transferring appropriation between budget units, departments, or funds. The Board of Supervisors also approves appropriations from unappropriated reserves and unanticipated revenues received during the year. Budgeted amounts in the budgetary financial schedules are reported as originally adopted and as amended during the fiscal year.

The County uses an encumbrance system as an extension of normal budgetary accounting for the general, special revenue, and other debt service funds and to assist in controlling expenditures of the capital projects funds. Under this system, purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of applicable appropriations. Encumbrances outstanding at year-end are recorded as reservations of fund balance since they do not constitute expenditures or liabilities. Encumbrances are combined with expenditures for budgetary comparison purposes. Unencumbered appropriations lapse at year-end. Encumbered appropriations are carried forward in the ensuing year's budget.

The budget approved by the Board of Supervisors for the general fund includes budgeted expenditures and reimbursements for amounts disbursed on behalf of other Governmental Funds. Actual reimbursements for these items have been eliminated in the accompanying budgetary financial schedules. Accordingly, the related budgets for these items have also been eliminated in order to provide a meaningful comparison of actual and budgeted results of operations.

Accounting principles applied for purposes of developing data on a budgetary basis are materially the same as those used to present financial statements in conformity with GAAP, except that transfers in are regarded as inflows of resources for budgetary purposes and not revenues for GAAP financial statement presentation and transfers out are considered outflows of resources for budgetary purposes but not expenditures for GAAP financial statement presentation.

COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

Special Revenue Funds

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

COUNTY OF INYO

Combining Balance Sheet
Nonmajor Special Revenue Funds
June 30, 2010

	Accumulative Capital Outlay	Fish and Game	Lease/ Rental	ACO Museum
Assets				
Cash and investments	$ 153,175	$ 12,941	$ 18,955	$ 12,922
Imprest cash	--	--	--	--
Accounts receivable	--	--	--	--
Due from other governments	--	--	--	--
Interest receivable	391	--	--	30
Prepaid expenses	--	--	--	--
Total assets	$ 153,566	$ 12,941	$ 18,955	$ 12,952
Liabilities and Fund Balances				
Liabilities:				
Accounts payable	$ 6,615	$ --	$ --	$ --
Deferred revenue	--	--	--	--
Total liabilities	6,615	--	--	--
Fund Balances:				
Reserved:				
Imprest cash	--	--	--	--
Encumbrances	--	--	--	--
Prepaids	--	--	--	--
Unreserved:				
Undesignated	146,951	12,941	18,955	12,952
Total fund balances	146,951	12,941	18,955	12,952
Total liabilities and fund balances	$ 153,566	$ 12,941	$ 18,955	$ 12,952

continued

COUNTY OF INYO

Combining Balance Sheet (continued)
Nonmajor Special Revenue Funds
June 30, 2010

	Recorder's System Update	Geothermal	Recorder's Micro-graphics	Range Improv.
Assets				
Cash and investments	$ 105,386	$ 404,025	$ 162,307	$ 22,167
Imprest cash	--	--	--	--
Accounts receivable	--	16,319	366	--
Due from other governments	--	3,713	--	--
Interest receivable	243	--	370	--
Prepaid expenses	--	--	--	--
Total assets	$ 105,629	$ 424,057	$ 163,043	$ 22,167
Liabilities and Fund Balances				
Liabilities:				
Accounts payable	$ --	$ --	$ 250	$ --
Deferred revenue	--	16,319	--	--
Total liabilities	--	16,319	250	--
Fund Balances:				
Reserved:				
Imprest cash	--	--	--	--
Encumbrances	--	--	--	--
Prepaids	--	--	--	--
Unreserved:				
Undesignated	105,629	407,738	162,793	22,167
Total fund balances	105,629	407,738	162,793	22,167
Total liabilities and fund balances	$ 105,629	$ 424,057	$ 163,043	$ 22,167

continued

COUNTY OF INYO

Combining Balance Sheet (continued)
Nonmajor Special Revenue Funds
June 30, 2010

	Off-Highway Vehicles	Alcohol	Water	Deferred Maint.
Assets				
Cash and investments	$ 1,071	$ 175,062	$ 750,447	$ 61,870
Imprest cash	--	--	150	--
Accounts receivable	--	40	383	--
Due from other governments	416	43,706	--	--
Interest receivable	2	356	2,094	--
Prepaid expenses	--	3,452	--	--
Total assets	$ 1,489	$ 222,616	$ 753,074	$ 61,870
Liabilities and Fund Balances				
Liabilities:				
Accounts payable	$ --	$ 8,052	$ 9,381	$ 1,100
Deferred revenue	--	3,421	--	--
Total liabilities	--	11,473	9,381	1,100
Fund Balances:				
Reserved:				
Imprest cash	--	--	150	--
Encumbrances	--	--	21,585	--
Prepaids	--	3,452	--	--
Unreserved:				
Undesignated	1,489	207,691	721,958	60,770
Total fund balances	1,489	211,143	743,693	60,770
Total liabilities and fund balances	$ 1,489	$ 222,616	$ 753,074	$ 61,870

continued

COUNTY OF INYO

Combining Balance Sheet (continued)
Nonmajor Special Revenue Funds
June 30, 2010

	Child Support Services	Special Districts Under the Board	Economic Development	Total
Assets				
Cash and investments	$ 34,778	$ 616,242	$ 1,126	$ 2,532,474
Imprest cash	--	--	--	150
Accounts receivable	5,814	--	--	22,922
Due from other governments	--	5,272	--	53,107
Interest receivable	232	1,416	--	5,134
Prepaid expenses	--	--	--	3,452
Total assets	$ 40,824	$ 622,930	$ 1,126	$ 2,617,239
Liabilities and Fund Balances				
Liabilities:				
Accounts payable	$ 1,690	$ 64	$ --	$ 27,152
Deferred revenue	--	--	--	19,740
Total liabilities	1,690	64	--	46,892
Fund Balances:				
Reserved:				
Imprest cash	--	--	--	150
Encumbrances	--	165	--	21,750
Prepaids	--	--	--	3,452
Unreserved:				
Undesignated	39,134	622,701	1,126	2,544,995
Total fund balances	39,134	622,866	1,126	2,570,347
Total liabilities and fund balances	$ 40,824	$ 622,930	$ 1,126	$ 2,617,239

COUNTY OF INYO

Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Nonmajor Special Revenue Funds
For the Year Ended June 30, 2010

	Accumulative Capital Outlay	Fish and Game	Lease/ Rental	ACO Museum
Revenues:				
Taxes	$ --	$ --	$ --	$ --
Intergovernmental	--	--	1,874	--
Fines, forfeitures and penalties	--	3,467	--	--
Use of money and property	1,535	--	--	127
Charges for services	--	--	--	--
Miscellaneous	--	--	--	--
Total revenues	1,535	3,467	1,874	127
Expenditures:				
General government	26,268	--	--	--
Public protection	--	10,727	--	--
Public ways and facilities	--	--	--	--
Health and sanitation	--	--	--	--
Total expenditures	26,268	10,727	--	--
Excess (deficiency) of revenues over (under) expenditures	(24,733)	(7,260)	1,874	127
Other Financing Sources (Uses):				
Transfers in	12,000	--	--	--
Transfers out	--	--	--	--
Total other financing sources (uses)	12,000	--	--	--
Net change in fund balances	(12,733)	(7,260)	1,874	127
Fund balances, Beginning of Year	159,684	20,201	17,081	12,825
Fund balances, End of Year	$ 146,951	$ 12,941	$ 18,955	$ 12,952

continued

COUNTY OF INYO

Combining Statement of Revenues, Expenditures
and Changes in Fund Balances (continued)
Nonmajor Special Revenue Funds
For the Year Ended June 30, 2010

	Recorder's System Update	Geothermal	Recorder's Micro-graphics	Range Improv.
Revenues:				
Taxes	$ --	$ --	$ --	$ --
Intergovernmental	--	--	--	674
Fines, forfeitures and penalties	--	--	--	--
Use of money and property	1,035	146,745	1,580	--
Charges for services	--	--	35,970	--
Miscellaneous	--	--	--	--
Total revenues	1,035	146,745	37,550	674
Expenditures:				
General government	--	--	--	--
Public protection	--	--	44,222	--
Public ways and facilities	--	--	--	--
Health and sanitation	--	--	--	--
Total expenditures	--	--	44,222	--
Excess (deficiency) of revenues over (under) expenditures	1,035	146,745	(6,672)	674
Other Financing Sources (Uses):				
Transfers in	--	--	--	--
Transfers out	--	(401,405)	--	--
Total other financing sources (uses)	--	(401,405)	--	--
Net change in fund balances	1,035	(254,660)	(6,672)	674
Fund balances, Beginning of Year	104,594	662,398	169,465	21,493
Fund balances, End of Year	$ 105,629	$ 407,738	$ 162,793	$ 22,167

continued

COUNTY OF INYO

Combining Statement of Revenues, Expenditures
and Changes in Fund Balances (continued)
Nonmajor Special Revenue Funds
For the Year Ended June 30, 2010

	Off-Highway Vehicles	Alcohol	Water	Deferred Maint.
Revenues:				
Taxes	$ --	$ --	$ --	$ --
Intergovernmental	726	521,542	1,481,590	--
Fines, forfeitures and penalties	--	--	--	--
Use of money and property	12	1,522	11,904	--
Charges for services	--	84,782	8,725	--
Miscellaneous	--	226	--	--
Total revenues	738	608,072	1,502,219	--
Expenditures:				
General government	--	--	--	108,215
Public protection	--	--	1,242,255	--
Public ways and facilities	--	--	--	--
Health and sanitation	--	713,951	--	--
Total expenditures	--	713,951	1,242,255	108,215
Excess (deficiency) of revenues over (under) expenditures	738	(105,879)	259,964	(108,215)
Other Financing Sources (Uses):				
Transfers in	--	109,659	--	30,000
Transfers out	(740)	--	--	(2,708)
Total other financing sources (uses)	(740)	109,659	--	27,292
Net change in fund balances	(2)	3,780	259,964	(80,923)
Fund balances, Beginning of Year	1,491	207,363	483,729	141,693
Fund balances, End of Year	$ 1,489	$ 211,143	$ 743,693	$ 60,770

continued

COUNTY OF INYO

Combining Statement of Revenues, Expenditures
and Changes in Fund Balances (continued)
Nonmajor Special Revenue Funds
For the Year Ended June 30, 2010

	Child Support Services	Special Districts Under the Board	Economic Development	Total
Revenues:				
Taxes	$ --	$ 67,130	$ --	$ 67,130
Intergovernmental	697,171	426	--	2,704,003
Fines, forfeitures and penalties	--	--	--	3,467
Use of money and property	1,003	5,890	9	171,362
Charges for services	--	--	--	129,477
Miscellaneous	--	--	--	226
Total revenues	698,174	73,446	9	3,075,665
Expenditures:				
General government	--	--	--	134,483
Public protection	724,599	--	--	2,021,803
Public ways and facilities	--	24,753	--	24,753
Health and sanitation	--	--	--	713,951
Total expenditures	724,599	24,753	--	2,894,990
Excess (deficiency) of revenues over (under) expenditures	(26,425)	48,693	9	180,675
Other Financing Sources (Uses):				
Transfers in	--	--	--	151,659
Transfers out	--	--	--	(404,853)
Total other financing sources (uses)	--	--	--	(253,194)
Net change in fund balances	(26,425)	48,693	9	(72,519)
Fund balances, Beginning of Year	65,559	574,173	1,117	2,642,866
Fund balances, End of Year	$ 39,134	$ 622,866	$ 1,126	$ 2,570,347

COUNTY OF INYO

Combining Balance Sheet
Special Districts Under the Board
June 30, 2010

	Big Pine Lighting	Independence Lighting	Lone Pine Lighting	Total
Assets				
Cash and investments	$ 218,915	$ 248,145	$ 149,182	$ 616,242
Due from other governments	1,755	1,883	1,634	5,272
Interest receivable	502	571	343	1,416
Total assets	$ 221,172	$ 250,599	$ 151,159	$ 622,930
Liabilities				
Current Liabilities:				
Accounts payable	$ --	$ 64	$ --	$ 64
Total liabilities	--	64	--	64
Fund Balances				
Fund Balances				
Reserved				
Encumbrances	--	165	--	165
Unreserved:				
Undesignated	221,172	250,370	151,159	622,701
Total fund balances	221,172	250,535	151,159	622,866
Total liabilities and fund balances	$ 221,172	$ 250,599	$ 151,159	$ 622,930

COUNTY OF INYO

Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Special Districts Under the Board
For the Year Ended June 30, 2010

	Big Pine Lighting	Independence Lighting	Lone Pine Lighting	Totals
Revenues:				
Taxes	$ 22,310	$ 24,004	$ 20,816	$ 67,130
Intergovernmental	142	153	131	426
Use of money and property	2,083	2,384	1,423	5,890
Total revenues	24,535	26,541	22,370	73,446
Expenditures:				
Public ways and facilities	5,903	9,633	9,217	24,753
Total expenditures	5,903	9,633	9,217	24,753
Excess (deficiency) of revenues over (under) expenditures	18,632	16,908	13,153	48,693
Fund balances, beginning of year	202,540	233,627	138,006	574,173
Fund balances, end of year	$ 221,172	$ 250,535	$ 151,159	$ 622,866

Enterprise Funds

Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where the County has decided that periodic determination of net income is appropriate for accountability purposes.

COUNTY OF INYO

Combining Statement of Fund Net Assets
Nonmajor Enterprise Funds
June 30, 2010

	CSA #2	Mosquito Abatement	Water System	Total
Assets				
Current Assets:				
Cash and investments	$ 288,887	$ 129,985	$ 190,690	$ 609,562
Accounts receivable	--	27,435	85,524	112,959
Due from other governments	--	15,191	--	15,191
Interest receivable	660	396	470	1,526
Total current assets	289,547	173,007	276,684	739,238
Noncurrent Assets:				
Capital Assets:				
Depreciable, net	--	47,614	1,970,448	2,018,062
Total assets	$ 289,547	$ 220,621	$ 2,247,132	$ 2,757,300
Liabilities				
Current Liabilities:				
Accounts payable	$ 1,813	$ 1,221	$ 29,055	$ 32,089
Due to other funds	--	--	269	269
Current portion of compensated absences	--	16,241	--	16,241
Total liabilities	1,813	17,462	29,324	48,599
Net Assets				
Invested in capital assets, net of related debt	--	47,614	1,970,448	2,018,062
Unrestricted	287,734	155,545	247,360	690,639
Total net assets	287,734	203,159	2,217,808	2,708,701
Total liabilities and net assets	$ 289,547	$ 220,621	$ 2,247,132	$ 2,757,300

COUNTY OF INYO

Combining Statement of Revenues, Expenses and
Changes in Fund Net Assets
Nonmajor Enterprise Funds
For the Year Ended June 30, 2010

	CSA #2	Mosquito Abatement	Water System	Total
Operating Revenues:				
Charges for services	$ 53,189	$ 370,092	$ 411,569	$ 834,850
Total operating revenues	53,189	370,092	411,569	834,850
Operating Expenses:				
Salaries and benefits	--	293,604	28,536	322,140
Services and supplies	34,209	170,435	373,697	578,341
Depreciation	--	14,865	54,755	69,620
Total operating expenses	34,209	478,904	456,988	970,101
Operating income (loss)	18,980	(108,812)	(45,419)	(135,251)
Nonoperating Revenues (Expenses):				
Intergovernmental revenues	--	104,794	2,419	107,213
Interest revenue	2,764	1,421	1,895	6,080
Gain on sale of fixed assets	--	302	--	302
Total nonoperating revenues (expenses)	2,764	106,517	4,314	113,595
Income before transfers	21,744	(2,295)	(41,105)	(21,656)
Transfers in	--	--	4,719	4,719
Change in net assets	21,744	(2,295)	(36,386)	(16,937)
Net assets - beginning of year	265,990	205,454	2,254,194	2,725,638
Net assets - end of year	$ 287,734	$ 203,159	$ 2,217,808	$ 2,708,701

COUNTY OF INYO

Statement of Cash Flows
Nonmajor Enterprise Funds
For the Year Ended June 30, 2010

	CSA #2	Mosquito Abatement	Water System	Total
Cash Flows from Operating Activities				
Cash receipts from customers	$ 53,189	$ 342,657	$ 406,054	$ 801,900
Cash paid to suppliers for goods and services	(32,396)	(175,497)	(376,601)	(584,494)
Cash paid to employees for salaries and benefits	--	(291,624)	(28,536)	(320,160)
Net cash provided (used) by operating activities	20,793	(124,464)	917	(102,754)
Cash Flows from Noncapital Financing Activities				
Temporary financing from other funds	--	--	269	269
Intergovernmental revenues	--	89,603	2,420	92,023
Transfers In	--	--	4,719	4,719
Net cash provided (used) by noncapital financing activities	--	89,603	7,408	97,011
Cash Flows from Capital and Related Financing Activities				
Proceeds from sale of capital assets	--	302	--	302
Payments related to the acquisition of capital assets	--	(21,313)	--	(21,313)
Net cash provided (used) by capital and related activities	--	(21,011)	--	(21,011)
Cash Flows from Investing Activities				
Interest received	3,583	2,221	2,529	8,333
Net cash provided (used) by investing activities	3,583	2,221	2,529	8,333
Net increase (decrease) in cash and cash equivalents	24,376	(53,651)	10,854	(18,421)
Cash and cash equivalents, beginning of year	264,511	183,636	179,836	627,983
Cash and cash equivalents, end of year	$ 288,887	$ 129,985	$ 190,690	$ 609,562
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:				
Operating income (loss)	$ 18,980	$ (108,812)	$ (45,419)	$ (135,251)
Adjustments to reconcile operating income (loss) to cash flows from operating activities:				
Depreciation	--	14,865	54,755	69,620
Changes in assets and liabilities:				
(Increase) decrease in:				
Accounts receivable	--	(27,435)	(5,515)	(32,950)
Increase (decrease) in:				
Accounts payable	1,813	(5,062)	(2,904)	(6,153)
Liability for compensated absences	--	1,980	--	1,980
Net cash provided (used) by operating activities	$ 20,793	$ (124,464)	$ 917	$ (102,754)

Internal Service Funds

Internal service funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the government and to other government units, on a cost reimbursement basis.

Motor Pool Fund – This fund is used to account for the rental of motor vehicles to other departments and related costs.

Purchasing Revolving Fund – This fund is used to account for the accumulation and allocation of costs associated with office supplies.

Insurance Funds – These funds are used to account for workers' compensation, liability and medical malpractice insurance expense.

COUNTY OF INYO

Combining Statement of Fund Net Assets
Internal Service Funds
June 30, 2010

	Purchasing Revolving	Motor Pool	Workers' Compensation
Assets			
Current Assets:			
Pooled cash and investments	$ 129,075	$ 582,290	$ 76,738
Accounts receivable	634	4,177	--
Interest receivable	--	956	--
Inventory	3,801	--	--
Total current assets	133,510	587,423	76,738
Noncurrent Assets:			
Nondepreciable	--	6,979	--
Depreciable, net	--	1,225,545	--
Total assets	$ 133,510	$ 1,819,947	$ 76,738
Liabilities			
Accounts payable	$ 2,412	$ 48,939	$ 130
Advances from other funds	125,000	--	--
Liability for compensated absences	--	3,473	--
Liability for self-insurance	--	--	--
Total liabilities	127,412	52,412	130
Net Assets			
Invested in capital assets, net of related debt	--	1,232,524	--
Unrestricted	6,098	535,011	76,608
Total net assets	6,098	1,767,535	76,608
Total liabilities and net assets	$ 133,510	$ 1,819,947	$ 76,738

continued

COUNTY OF INYO

Combining Statement of Fund Net Assets (continued)
Internal Service Funds
June 30, 2010

	County Liability	Medical Malpractice	Total
Assets			
Current Assets:			
Pooled cash and investments	$ 699,024	$ 34,379	$ 1,521,506
Accounts receivable	--	--	4,811
Interest receivable	1,578	78	2,612
Inventory	--	--	3,801
Total current assets	700,602	34,457	1,532,730
Noncurrent Assets:			
Nondepreciable	--	--	6,979
Depreciable, net	--	--	1,225,545
Total assets	$ 700,602	$ 34,457	$ 2,765,254
Liabilities			
Accounts payable	$ 2,082	$ --	$ 53,563
Advances from other funds	--	--	125,000
Liability for compensated absences	--	--	3,473
Liability for self-insurance	218,000	--	218,000
Total liabilities	220,082	--	400,036
Net Assets			
Invested in capital assets, net of related debt	--	--	1,232,524
Unrestricted	480,520	34,457	1,132,694
Total net assets	480,520	34,457	2,365,218
Total liabilities and net assets	$ 700,602	$ 34,457	$ 2,765,254

COUNTY OF INYO

Combining Statement of Revenues, Expenses and
Changes in Fund Net Assets
Internal Service Funds
For the Year Ended June 30, 2010

	Purchasing Revolving	Motor Pool	Workers' Compensation
Operating Revenues:			
Charges for services	$ 115,604	$ 1,071,693	$ 415,607
Total operating revenues	115,604	1,071,693	415,607
Operating Expenses:			
Salaries and benefits	--	96,669	--
Services and supplies	113,095	693,730	455,450
Depreciation	--	394,922	--
Total operating expenses	113,095	1,185,321	455,450
Operating income (loss)	2,509	(113,628)	(39,843)
Non-Operating Revenue:			
Interest revenue	--	5,809	--
Gain (loss) on sale of fixed assets	--	9,857	--
Miscellaneous revenue	1,210	2,327	--
Total nonoperating revenue	1,210	17,993	--
Income before transfers	3,719	(95,635)	(39,843)
Transfers in		88,258	--
Total contributions and transfers	--	88,258	--
Change in net assets	3,719	(7,377)	(39,843)
Net assets, beginning of year	2,379	1,774,912	116,451
Net assets, end of year	$ 6,098	$ 1,767,535	$ 76,608

COUNTY OF INYO

Combining Statement of Revenues, Expenses and
Changes in Fund Net Assets (continued)
Internal Service Funds
For the Year Ended June 30, 2010

	County Liability	Medical Malpractice	Total
Operating Revenues:			
Charges for services	$ 466,349	$ 31,764	$ 2,101,017
Total operating revenues	466,349	31,764	2,101,017
Operating Expenses:			
Salaries and benefits	--	--	96,669
Services and supplies	329,170	40,442	1,631,887
Depreciation	--	--	394,922
Total operating expenses	329,170	40,442	2,123,478
Operating income (loss)	137,179	(8,678)	(22,461)
Non-Operating Revenue:			
Interest revenue	5,955	344	12,108
Gain (loss) on sale of fixed assets	--	--	9,857
Miscellaneous revenue	--	--	3,537
Total nonoperating revenue	5,955	344	25,502
Income before capital transfers	143,134	(8,334)	3,041
Transfers in	--	--	88,258
Total contributions and transfers	--	--	88,258
Change in net assets	143,134	(8,334)	91,299
Net assets, beginning of year	337,386	42,791	2,273,919
Net assets, end of year	$ 480,520	$ 34,457	$ 2,365,218

COUNTY OF INYO

Statement of Cash Flows
Internal Service Funds
For the Year Ended June 30, 2010

	Purchasing Revolving	Motor Pool	Workers' Compensation	County Liability	Medical Malpractice	Total
Cash Flows from Operating Activities						
Cash receipts from customers	$ 115,482	$ 1,069,441	$ 415,607	$ 466,349	$ 31,764	$ 2,098,643
Cash paid to suppliers for goods and services	(112,683)	(688,935)	(455,498)	(347,735)	(40,442)	(1,645,293)
Cash paid to employees for salaries and benefits	--	(99,183)	--	(151,000)	--	(250,183)
Net cash provided (used) by operating activities	2,799	281,323	(39,891)	(32,386)	(8,678)	203,167
Cash Flows from Non Capital Financing Activities						
Miscellaneous revenue	1,210	2,327	--	--	--	3,537
Net cash provided (used) by non capital financing activities	1,210	2,327	--	--	--	3,537
Cash Flows from Capital and Related Financing Activities						
Proceeds from sale of capital assets	--	19,586	--	--	--	19,586
Payments related to the acquisition of capital assets	--	(534,588)	--	--	--	(534,588)
Transfers In	--	88,258	--	--	--	88,258
Net cash provided (used) by capital and related financing activities	--	(426,744)	--	--	--	(426,744)
Cash Flows from Investing Activities						
Interest received	--	8,042	--	8,426	499	16,967
Net cash provided (used) by investing activities	--	8,042	--	8,426	499	16,967
Net increase (decrease) in cash and cash equivalents	4,009	(135,052)	(39,891)	(23,960)	(8,179)	(203,073)
Cash and cash equivalents, beginning of year	125,066	717,342	116,629	722,984	42,558	1,724,579
Cash and cash equivalents, end of year	$ 129,075	$ 582,290	$ 76,738	$ 699,024	$ 34,379	$ 1,521,506
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:						
Operating income (loss)	$ 2,509	$ (113,628)	$ (39,843)	$ 137,179	$ (8,678)	$ (22,461)
Adjustments to reconcile operating income (loss) to cash flows from operating activities:						
Depreciation	--	394,922	--	--	--	394,922
Changes in assets and liabilities:						
(Increase) decrease in:						
Accounts receivable	(122)	(2,252)	--	--	--	(2,374)
Inventory	816	--		--	--	816
Prepaid expenses		356	--	--	--	356
Increase (decrease) in:						
Accounts payable	(404)	4,439	(48)	(18,565)	--	(14,578)
Liability for compensated absences	--	(2,514)	--	--	--	(2,514)
Liability for self-insurance	--	--	--	(151,000)	--	(151,000)
Net cash provided (used) by operating activities	$ 2,799	$ 281,323	$ (39,891)	$ (32,386)	$ (8,678)	$ 203,167

Fiduciary Funds

Investment trust funds are used to account for the assets of legally separate entities that deposit cash with the County Treasurer in an investment pool. These include school districts and other special districts governed by local boards.

COUNTY OF INYO

Combining Statement of Fiduciary Net Assets
Investment Trust Funds
June 30, 2010

	Special Districts Governed by Local Boards	School Districts	Total
Assets			
Cash and investments	$ 16,114,316	$ 21,559,092	$ 37,673,408
Interest receivable	28,339	60,781	89,120
Imprest cash	3,744	--	3,744
Accounts receivable	53,248	--	53,248
Due from other governments	306,407	--	306,407
Due from other funds	31,602	--	31,602
Total assets	$ 16,537,656	$ 21,619,873	$ 38,157,529
Liabilities			
Due to other funds	$ --	$ --	$ --
Accounts payable	201,251	--	201,251
Total liabilities	201,251	--	201,251
Net Assets			
Net assets held in trust for investment pool participants	16,336,405	21,619,873	37,956,278
Total net assets	16,336,405	21,619,873	37,956,278
Total liabilities and net assets	$ 16,537,656	$ 21,619,873	$ 38,157,529

COUNTY OF INYO

Combining Statement of Changes in Fiduciary Net Assets
Investment Trust Fund
For the Year Ended June 30, 2010

	Special Districts Governed by Local Boards	School Districts	Total
Additions:			
Contributions	$ 7,878,414	$ 24,817,918	$ 32,696,332
Revenue from use of money and property	145,314	250,716	396,030
Total Additions	8,023,728	25,068,634	33,092,362
Deductions:			
Distributions from pooled investment	(6,452,828)	(23,310,341)	(29,763,169)
Net increase (decrease) in net assets	1,570,900	1,758,293	3,329,193
Beginning net assets held in trust for pool participants	14,733,903	19,861,580	34,595,483
Ending net assets held in trust for pool participants	$ 16,304,803	$ 21,619,873	$ 37,924,676

SUMMARY OF HEALTH & HUMAN SERVICES FY 11/12 BUDGETS

Budget Unit Desc	Budget Unit	Obj Code	Obj Description	Working Budget	Board Approved	Encumbrances
HEALTH - GENERAL	045100	4171	D H R PERMITS	(400.00)	(400.00)	-
HEALTH - GENERAL	045100	4411	MV IN LIEU TAX	(398,105.00)	(335,701.00)	-
HEALTH - GENERAL	045100	4430	HEALTH REALIGN	(161,127.00)	(161,127.00)	-
HEALTH - GENERAL	045100	4498	STATE GRANTS	(110,619.00)	(110,619.00)	-
HEALTH - GENERAL	045100	4552	FEDERAL OTHER	(450,000.00)	(503,000.00)	-
HEALTH - GENERAL	045100	4618	EMS ACCOUNTING	(10,000.00)	(10,000.00)	-
HEALTH - GENERAL	045100	4701	VITAL STATISTICS	(5,200.00)	(5,200.00)	-
HEALTH - GENERAL	045100	4732	E.M.S. RADIO MNT	(1,575.00)	(1,575.00)	-
HEALTH - GENERAL	045100	4742	PATIENT PAYMENTS	(50,000.00)	(60,000.00)	-
HEALTH - GENERAL	045100	4819	SERVICES AND FEE	(1,000.00)	(1,000.00)	-
HEALTH - GENERAL	045100	4821	INTRA COUNTY CHA	(596.00)	-	-
HEALTH - GENERAL	045100	4951	DONATIONS	-	-	-
HEALTH - GENERAL	045100	4999	PY REIMBURSEMENT	-	-	-
HEALTH - GENERAL	045100	5001	SALARIED EMPLOYE	471,945.00	487,519.00	-
HEALTH - GENERAL	045100	5002	CONTRACT EMPLOYE	127,612.00	127,612.00	-
HEALTH - GENERAL	045100	5003	OVERTIME	5,000.00	5,000.00	-
HEALTH - GENERAL	045100	5004	STANDBY TIME	750.00	-	-
HEALTH - GENERAL	045100	5005	HOLIDAY OT	1,200.00	1,200.00	-
HEALTH - GENERAL	045100	5012	PART TIME EMPLOY	80,000.00	55,264.00	-
HEALTH - GENERAL	045100	5021	RETIRE & SOC SEC	50,000.00	51,193.00	-
HEALTH - GENERAL	045100	5022	PERS RETIREMENT	101,000.00	105,949.00	-
HEALTH - GENERAL	045100	5025	RETIREE HEALTH B	3,561.00	3,561.00	-
HEALTH - GENERAL	045100	5031	MEDICAL INSURANC	77,500.00	78,690.00	-
HEALTH - GENERAL	045100	5032	DISABILITY INS	6,000.00	6,022.00	-
HEALTH - GENERAL	045100	5042	SICK BUY OUT	5,236.00	5,236.00	-
HEALTH - GENERAL	045100	5043	OTHER BENEFITS	4,000.00	6,558.00	-
HEALTH - GENERAL	045100	5121	INTERNAL CHARGES	38,000.00	30,000.00	-
HEALTH - GENERAL	045100	5122	CELL PHONES	500.00	720.00	-
HEALTH - GENERAL	045100	5125	FINANCIAL SYSTEM	4,090.00	4,090.00	-
HEALTH - GENERAL	045100	5128	INTERNAL SHRED	1,553.00	1,553.00	-
HEALTH - GENERAL	045100	5129	COPIER CHARGES	6,300.00	5,259.00	-
HEALTH - GENERAL	045100	5152	WORKERS COMP	5,573.00	5,573.00	-
HEALTH - GENERAL	045100	5154	UNEMPLOY INSURE	1,000.00	1,000.00	-
HEALTH - GENERAL	045100	5155	PUB LIABLE INS	2,725.00	2,725.00	-
HEALTH - GENERAL	045100	5157	MED MAL INS	18,364.00	18,364.00	-
HEALTH - GENERAL	045100	5171	MAINT OF EQUIP	300.00	300.00	-
HEALTH - GENERAL	045100	5232	OFF & OTH EQUIP	6,000.00	5,000.00	1,522.50
HEALTH - GENERAL	045100	5260	HLTH-EMPLOY PHYS	250.00	750.00	-
HEALTH - GENERAL	045100	5263	ADVERTISING	6,000.00	4,000.00	-
HEALTH - GENERAL	045100	5265	PROF & SPEC SERV	369,522.00	330,000.00	46,472.98
HEALTH - GENERAL	045100	5281	R & L-EQUIPMENT	250.00	750.00	-
HEALTH - GENERAL	045100	5291	OFF, SPCE & SITE	18,800.00	21,000.00	-
HEALTH - GENERAL	045100	5311	GENERAL OPERATNG	68,000.00	70,000.00	232.17
HEALTH - GENERAL	045100	5331	TRAVEL EXPENSE	4,500.00	3,000.00	-

Budget Unit Desc	Budget Unit	Obj Code	Obj Description	Working Budget	Board Approved	Encumbrances
HEALTH - GENERAL	045100	5333	MOTOR POOL	23,000.00	15,000.00	-
HEALTH - GENERAL	045100	5351	UTILITIES	8,500.00	10,000.00	-
HEALTH - GENERAL	045100	5501	CARE OF PERSONS	-	-	-
HEALTH - GENERAL	045100	5539	OTHER AGENCIES	45,000.00	45,000.00	-
CHDP	045102	4498	STATE GRANTS	(101,675.00)	(101,675.00)	-
CHDP	045102	5001	SALARIED EMPLOYE	68,859.00	68,859.00	-
CHDP	045102	5021	RETIRE & SOC SEC	5,546.00	5,546.00	-
CHDP	045102	5022	PERS RETIREMENT	14,987.00	14,987.00	-
CHDP	045102	5031	MEDICAL INSURANC	6,140.00	6,140.00	-
CHDP	045102	5032	DISABILITY INS	801.00	801.00	-
CHDP	045102	5042	SICK BUY OUT	1,033.00	1,033.00	-
CHDP	045102	5043	OTHER BENEFITS	1,800.00	1,800.00	-
CHDP	045102	5121	INTERNAL CHARGES	361.00	520.00	-
CHDP	045102	5125	FINANCIAL SYSTEM	191.00	191.00	-
CHDP	045102	5129	COPIER CHARGES	200.00	83.00	-
CHDP	045102	5152	WORKERS COMP	589.00	589.00	-
CHDP	045102	5155	PUB LIABLE INS	296.00	296.00	-
CHDP	045102	5291	OFF, SPCE & SITE	480.00	480.00	-
CHDP	045102	5311	GENERAL OPERATNG	150.00	150.00	-
CHDP	045102	5333	MOTOR POOL	100.00	100.00	-
CHDP	045102	5351	UTILITIES	142.00	100.00	-
MNTL HLTH-GENRAL	045200	4311	RENTS	(50,000.00)	(70,000.00)	-
MNTL HLTH-GENRAL	045200	4411	MV IN LIEU TAX	(50,284.00)	(285,025.00)	-
MNTL HLTH-GENRAL	045200	4450	M H REALIGNMENT	(906,273.00)	(654,252.00)	-
MNTL HLTH-GENRAL	045200	4498	STATE GRANTS	(1,645,600.00)	(1,645,600.00)	-
MNTL HLTH-GENRAL	045200	4499	STATE OTHER	(393,612.00)	(393,612.00)	-
MNTL HLTH-GENRAL	045200	4552	FEDERAL OTHER	(159,000.00)	(159,000.00)	-
MNTL HLTH-GENRAL	045200	4681	LPS PRIVATE PAY	(10,000.00)	(10,000.00)	-
MNTL HLTH-GENRAL	045200	4720	NON FEDERAL MEDI	(1,500.00)	(1,000.00)	-
MNTL HLTH-GENRAL	045200	4722	MEDICARE/MEDICAD	(10,000.00)	(10,000.00)	-
MNTL HLTH-GENRAL	045200	4742	PATIENT PAYMENTS	(5,000.00)	(3,000.00)	-
MNTL HLTH-GENRAL	045200	4747	INSURANCE PAYMEN	(12,000.00)	(12,000.00)	-
MNTL HLTH-GENRAL	045200	4748	MNTL HLTH MEDCAL	(803,000.00)	(803,000.00)	-
MNTL HLTH-GENRAL	045200	4819	SERVICES AND FEE	(6,000.00)	(6,000.00)	-
MNTL HLTH-GENRAL	045200	4951	DONATIONS	(200.00)	-	-
MNTL HLTH-GENRAL	045200	4959	MISC REVENUE	(20.00)	-	-
MNTL HLTH-GENRAL	045200	5001	SALARIED EMPLOYE	1,767,423.00	1,792,577.00	-
MNTL HLTH-GENRAL	045200	5003	OVERTIME	58,376.00	43,000.00	-
MNTL HLTH-GENRAL	045200	5004	STANDBY TIME	33,340.00	27,000.00	-
MNTL HLTH-GENRAL	045200	5005	HOLIDAY OT	11,801.00	11,801.00	-
MNTL HLTH-GENRAL	045200	5012	PART TIME EMPLOY	47,476.00	47,476.00	-
MNTL HLTH-GENRAL	045200	5021	RETIRE & SOC SEC	142,408.00	142,408.00	-
MNTL HLTH-GENRAL	045200	5022	PERS RETIREMENT	389,015.00	389,015.00	-
MNTL HLTH-GENRAL	045200	5025	RETIREE HEALTH B	46,446.00	46,446.00	-
MNTL HLTH-GENRAL	045200	5031	MEDICAL INSURANC	397,219.00	397,219.00	-

Budget Unit Desc	Budget Unit	Obj Code	Obj Description	Working Budget	Board Approved	Encumbrances
MNTL HLTH-GENRAL	045200	5032	DISABILITY INS	20,746.00	20,746.00	-
MNTL HLTH-GENRAL	045200	5034	EDUCATION REIMB	500.00	500.00	-
MNTL HLTH-GENRAL	045200	5042	SICK BUY OUT	16,176.00	16,176.00	-
MNTL HLTH-GENRAL	045200	5043	OTHER BENEFITS	25,998.00	22,560.00	-
MNTL HLTH-GENRAL	045200	5121	INTERNAL CHARGES	83,986.00	83,986.00	-
MNTL HLTH-GENRAL	045200	5122	CELL PHONES	4,988.00	4,988.00	-
MNTL HLTH-GENRAL	045200	5125	FINANCIAL SYSTEM	5,868.00	5,868.00	-
MNTL HLTH-GENRAL	045200	5128	INTERNAL SHRED	946.00	946.00	-
MNTL HLTH-GENRAL	045200	5129	COPIER CHARGES	3,942.00	3,942.00	-
MNTL HLTH-GENRAL	045200	5131	FOOD & HOUSEHOLD	36,248.00	36,248.00	-
MNTL HLTH-GENRAL	045200	5152	WORKERS COMP	20,467.00	20,467.00	-
MNTL HLTH-GENRAL	045200	5154	UNEMPLOY INSURE	50,000.00	25,000.00	-
MNTL HLTH-GENRAL	045200	5155	PUB LIABLE INS	7,448.00	7,448.00	-
MNTL HLTH-GENRAL	045200	5157	MED MAL INS	18,364.00	18,364.00	-
MNTL HLTH-GENRAL	045200	5199	MAINT/STRUCT MAT	-	-	-
MNTL HLTH-GENRAL	045200	5232	OFF & OTH EQUIP	2,101.00	3,775.00	-
MNTL HLTH-GENRAL	045200	5260	HLTH-EMPLOY PHYS	2,464.00	2,000.00	-
MNTL HLTH-GENRAL	045200	5263	ADVERTISING	3,356.00	2,500.00	-
MNTL HLTH-GENRAL	045200	5265	PROF & SPEC SERV	207,079.00	202,000.00	46,115.27
MNTL HLTH-GENRAL	045200	5291	OFF, SPCE & SITE	73,085.00	72,685.00	1,473.60
MNTL HLTH-GENRAL	045200	5311	GENERAL OPERATNG	39,362.00	39,150.00	-
MNTL HLTH-GENRAL	045200	5315	COUNTY COST PLAN	185,784.00	185,784.00	-
MNTL HLTH-GENRAL	045200	5331	TRAVEL EXPENSE	12,960.00	12,960.00	-
MNTL HLTH-GENRAL	045200	5333	MOTOR POOL	40,840.00	40,840.00	-
MNTL HLTH-GENRAL	045200	5337	5150 TRANSPORTS	20,000.00	10,000.00	-
MNTL HLTH-GENRAL	045200	5351	UTILITIES	54,471.00	54,471.00	-
MNTL HLTH-GENRAL	045200	5499	PY REFUNDS	-	-	-
MNTL HLTH-GENRAL	045200	5501	CARE OF PERSONS	40,142.00	75,000.00	-
MNTL HLTH-GENRAL	045200	5508	SUPPORT & CARE	211,000.00	211,000.00	83,302.15
MNTL HLTH-GENRAL	045200	5700	CONSTR IN PROGRS	25,608.00	-	24,257.77
CALIF CHILD SRVC	045500	4420	SOC SRV REALIGN	(21,089.00)	(21,089.00)	-
CALIF CHILD SRVC	045500	4498	STATE GRANTS	(20,000.00)	(20,000.00)	-
CALIF CHILD SRVC	045500	5001	SALARIED EMPLOYE	22,400.00	21,575.00	-
CALIF CHILD SRVC	045500	5021	RETIRE & SOC SEC	1,900.00	1,838.00	-
CALIF CHILD SRVC	045500	5022	PERS RETIREMENT	4,900.00	4,700.00	-
CALIF CHILD SRVC	045500	5031	MEDICAL INSURANC	271.00	271.00	-
CALIF CHILD SRVC	045500	5032	DISABILITY INS	268.00	255.00	-
CALIF CHILD SRVC	045500	5042	SICK BUY OUT	390.00	390.00	-
CALIF CHILD SRVC	045500	5043	OTHER BENEFITS	1,800.00	1,800.00	-
CALIF CHILD SRVC	045500	5152	WORKERS COMP	173.00	173.00	-
CALIF CHILD SRVC	045500	5155	PUB LIABLE INS	87.00	87.00	-
CALIF CHILD SRVC	045500	5265	PROF & SPEC SERV	8,900.00	10,000.00	-
CCS - ADMIN	045501	4420	SOC SRV REALIGN	(10,354.00)	(10,354.00)	-
CCS - ADMIN	045501	4430	HEALTH REALIGN	-	-	-
CCS - ADMIN	045501	4498	STATE GRANTS	(90,154.00)	(90,154.00)	-

Budget Unit Desc	Budget Unit	Obj Code	Obj Description	Working Budget	Board Approved	Encumbrances
CCS - ADMIN	045501	5001	SALARIED EMPLOYE	54,636.00	52,798.00	-
CCS - ADMIN	045501	5012	PART TIME EMPLOY	8,778.00	11,136.00	-
CCS - ADMIN	045501	5021	RETIRE & SOC SEC	5,281.00	5,281.00	-
CCS - ADMIN	045501	5022	PERS RETIREMENT	11,866.00	11,466.00	-
CCS - ADMIN	045501	5031	MEDICAL INSURANC	2,457.00	2,457.00	-
CCS - ADMIN	045501	5032	DISABILITY INS	758.00	758.00	-
CCS - ADMIN	045501	5042	SICK BUY OUT	503.00	503.00	-
CCS - ADMIN	045501	5043	OTHER BENEFITS	3,960.00	3,840.00	-
CCS - ADMIN	045501	5121	INTERNAL CHARGES	200.00	200.00	-
CCS - ADMIN	045501	5129	COPIER CHARGES	263.00	263.00	-
CCS - ADMIN	045501	5152	WORKERS COMP	536.00	536.00	-
CCS - ADMIN	045501	5155	PUB LIABLE INS	270.00	270.00	-
CCS - ADMIN	045501	5265	PROF & SPEC SERV	500.00	500.00	-
CCS - ADMIN	045501	5311	GENERAL OPERATNG	100.00	100.00	-
CCS - ADMIN	045501	5331	TRAVEL EXPENSE	200.00	200.00	-
CCS - ADMIN	045501	5333	MOTOR POOL	100.00	100.00	-
CCS - ADMIN	045501	5351	UTILITIES	100.00	100.00	-
CCS - ADMIN	045501	5501	CARE OF PERSONS	10,000.00	10,000.00	-
SOC SERV-GENERAL	055800	4411	MV IN LIEU TAX	(64,065.00)	(64,065.00)	-
SOC SERV-GENERAL	055800	4420	SOC SRV REALIGN	(754,236.00)	(699,236.00)	-
SOC SERV-GENERAL	055800	4421	PUB ASST ADMN	(1,977,534.00)	(2,644,562.00)	-
SOC SERV-GENERAL	055800	4447	OTH AID FOR HLTH	(92,630.00)	(92,630.00)	-
SOC SERV-GENERAL	055800	4460	REALIGNMENT 2011	(667,028.00)	-	-
SOC SERV-GENERAL	055800	4501	FED PUB ASST ADM	(1,624,950.00)	(1,624,950.00)	-
SOC SERV-GENERAL	055800	4959	MISC REVENUE	-	-	-
SOC SERV-GENERAL	055800	4998	OPERATING TRF IN	-	-	-
SOC SERV-GENERAL	055800	4999	PY REIMBURSEMENT	-	-	-
SOC SERV-GENERAL	055800	5001	SALARIED EMPLOYE	2,045,179.00	2,052,497.00	-
SOC SERV-GENERAL	055800	5003	OVERTIME	120,000.00	120,000.00	-
SOC SERV-GENERAL	055800	5004	STANDBY TIME	23,000.00	23,000.00	-
SOC SERV-GENERAL	055800	5005	HOLIDAY OT	1,000.00	1,000.00	-
SOC SERV-GENERAL	055800	5012	PART TIME EMPLOY	-	-	-
SOC SERV-GENERAL	055800	5021	RETIRE & SOC SEC	161,465.00	161,465.00	-
SOC SERV-GENERAL	055800	5022	PERS RETIREMENT	444,938.00	444,938.00	-
SOC SERV-GENERAL	055800	5025	RETIREE HEALTH B	78,176.00	78,176.00	-
SOC SERV-GENERAL	055800	5031	MEDICAL INSURANC	509,432.00	509,432.00	-
SOC SERV-GENERAL	055800	5032	DISABILITY INS	24,350.00	24,350.00	-
SOC SERV-GENERAL	055800	5034	EDUCATION REIMB	1,000.00	1,000.00	-
SOC SERV-GENERAL	055800	5042	SICK BUY OUT	16,916.00	16,916.00	-
SOC SERV-GENERAL	055800	5043	OTHER BENEFITS	35,260.00	27,942.00	-
SOC SERV-GENERAL	055800	5121	INTERNAL CHARGES	262,000.00	275,000.00	-
SOC SERV-GENERAL	055800	5122	CELL PHONES	8,800.00	8,800.00	-
SOC SERV-GENERAL	055800	5125	FINANCIAL SYSTEM	6,923.00	6,923.00	-
SOC SERV-GENERAL	055800	5128	INTERNAL SHRED	158.00	158.00	-
SOC SERV-GENERAL	055800	5129	COPIER CHARGES	16,306.00	16,306.00	-

Budget Unit Desc	Budget Unit	Obj Code	Obj Description	Working Budget	Board Approved	Encumbrances
SOC SERV-GENERAL	055800	5152	WORKERS COMP	43,359.00	43,359.00	-
SOC SERV-GENERAL	055800	5154	UNEMPLOY INSURE	15,000.00	10,000.00	-
SOC SERV-GENERAL	055800	5155	PUB LIABLE INS	8,411.00	8,411.00	-
SOC SERV-GENERAL	055800	5199	MAINT/STRUCT MAT	-	-	-
SOC SERV-GENERAL	055800	5232	OFF & OTH EQUIP	75,000.00	20,000.00	417.85
SOC SERV-GENERAL	055800	5260	HLTH-EMPLOY PHYS	4,500.00	4,000.00	-
SOC SERV-GENERAL	055800	5263	ADVERTISING	1,163.00	3,000.00	-
SOC SERV-GENERAL	055800	5265	PROF & SPEC SERV	300,000.00	324,263.00	129,531.07
SOC SERV-GENERAL	055800	5291	OFF, SPCE & SITE	130,000.00	116,400.00	9,783.68
SOC SERV-GENERAL	055800	5311	GENERAL OPERATNG	60,000.00	50,000.00	30.06
SOC SERV-GENERAL	055800	5315	COUNTY COST PLAN	367,767.00	367,767.00	-
SOC SERV-GENERAL	055800	5331	TRAVEL EXPENSE	40,000.00	30,000.00	-
SOC SERV-GENERAL	055800	5333	MOTOR POOL	60,000.00	60,000.00	-
SOC SERV-GENERAL	055800	5351	UTILITIES	61,200.00	61,200.00	-
SOC SERV-GENERAL	055800	5501	CARE OF PERSONS	410,000.00	410,000.00	39,436.25
SOC SERV-GENERAL	055800	5655	VEHICLES	-	-	-
TANF (AFDC)	056300	4420	SOC SRV REALIGN	(15,000.00)	(15,000.00)	-
TANF (AFDC)	056300	4425	AFDC	(303,500.00)	(395,500.00)	-
TANF (AFDC)	056300	4460	REALIGNMENT 2011	(392,000.00)	-	-
TANF (AFDC)	056300	4511	FEDERAL AFDC	(285,000.00)	(585,000.00)	-
TANF (AFDC)	056300	4955	FAM SUP REPAY	-	-	-
TANF (AFDC)	056300	5501	CARE OF PERSONS	995,500.00	995,500.00	-
FOSTER CARE-GEN	056400	4420	SOC SRV REALIGN	(250,000.00)	(250,000.00)	-
FOSTER CARE-GEN	056400	4427	FOSTER CARE	(110,000.00)	(231,000.00)	-
FOSTER CARE-GEN	056400	4460	REALIGNMENT 2011	(121,000.00)	-	-
FOSTER CARE-GEN	056400	4512	FED FOSTER CARE	(167,500.00)	(169,000.00)	-
FOSTER CARE-GEN	056400	4955	FAM SUP REPAY	(1,500.00)	-	-
FOSTER CARE-GEN	056400	5501	CARE OF PERSONS	650,000.00	650,000.00	-
GENERAL RELIEF	056500	5265	PROF & SPEC SERV	15,000.00	15,000.00	-
GENERAL RELIEF	056500	5501	CARE OF PERSONS	200,000.00	200,000.00	-
DRINKING DRIVER	045312	4447	OTH AID FOR HLTH	(4,383.00)	(4,383.00)	-
DRINKING DRIVER	045312	4743	D.U.I. TRUST	(151,985.00)	(151,985.00)	-
DRINKING DRIVER	045312	4998	OPERATING TRF IN	-	-	-
DRINKING DRIVER	045312	5001	SALARIED EMPLOYE	69,459.00	69,977.00	-
DRINKING DRIVER	045312	5003	OVERTIME	800.00	800.00	-
DRINKING DRIVER	045312	5004	STANDBY TIME	-	-	-
DRINKING DRIVER	045312	5012	PART TIME EMPLOY	21,035.00	21,035.00	-
DRINKING DRIVER	045312	5021	RETIRE & SOC SEC	7,332.00	7,061.00	-
DRINKING DRIVER	045312	5022	PERS RETIREMENT	15,138.00	15,138.00	-
DRINKING DRIVER	045312	5031	MEDICAL INSURANC	17,029.00	17,029.00	-
DRINKING DRIVER	045312	5032	DISABILITY INS	887.00	840.00	-
DRINKING DRIVER	045312	5042	SICK BUY OUT	472.00	472.00	-
DRINKING DRIVER	045312	5043	OTHER BENEFITS	200.00	-	-
DRINKING DRIVER	045312	5121	INTERNAL CHARGES	821.00	821.00	-
DRINKING DRIVER	045312	5125	FINANCIAL SYSTEM	855.00	855.00	-

Budget Unit Desc	Budget Unit	Obj Code	Obj Description	Working Budget	Board Approved	Encumbrances
DRINKING DRIVER	045312	5129	COPIER CHARGES	1,009.00	1,009.00	-
DRINKING DRIVER	045312	5152	WORKERS COMP	423.00	423.00	-
DRINKING DRIVER	045312	5155	PUB LIABLE INS	213.00	213.00	-
DRINKING DRIVER	045312	5263	ADVERTISING	-	-	-
DRINKING DRIVER	045312	5291	OFF, SPCE & SITE	2,788.00	2,788.00	-
DRINKING DRIVER	045312	5311	GENERAL OPERATNG	2,865.00	2,865.00	-
DRINKING DRIVER	045312	5315	COUNTY COST PLAN	11,620.00	11,620.00	-
DRINKING DRIVER	045312	5331	TRAVEL EXPENSE	-	-	-
DRINKING DRIVER	045312	5333	MOTOR POOL	1,840.00	1,840.00	-
DRINKING DRIVER	045312	5351	UTILITIES	1,582.00	1,582.00	-
DRINKING DRIVER	045312	5655	VEHICLES	-	-	-
SUD	045315	4301	INT FROM TREAS	(500.00)	(500.00)	-
SUD	045315	4447	OTH AID FOR HLTH	(8,878.00)	(121,258.00)	-
SUD	045315	4460	REALIGNMENT 2011	(112,380.00)	-	-
SUD	045315	4552	FEDERAL OTHER	(400,297.00)	(400,297.00)	-
SUD	045315	4742	PATIENT PAYMENTS	(5,100.00)	(5,100.00)	-
SUD	045315	4745	AB2086 TRUST	(46,000.00)	(46,000.00)	-
SUD	045315	4746	SB920 TRUST	(46,000.00)	(46,000.00)	-
SUD	045315	4959	MISC REVENUE	-	-	-
SUD	045315	4998	OPERATING TRF IN	-	-	-
SUD	045315	5001	SALARIED EMPLOYE	312,341.00	312,341.00	-
SUD	045315	5003	OVERTIME	600.00	600.00	-
SUD	045315	5012	PART TIME EMPLOY	-	-	-
SUD	045315	5021	RETIRE & SOC SEC	24,410.00	24,410.00	-
SUD	045315	5022	PERS RETIREMENT	67,719.00	67,719.00	-
SUD	045315	5025	RETIREE HEALTH B	8,451.00	8,451.00	-
SUD	045315	5031	MEDICAL INSURANC	64,040.00	64,040.00	-
SUD	045315	5032	DISABILITY INS	3,673.00	3,673.00	-
SUD	045315	5042	SICK BUY OUT	3,645.00	3,645.00	-
SUD	045315	5043	OTHER BENEFITS	1,620.00	1,620.00	-
SUD	045315	5121	INTERNAL CHARGES	6,720.00	6,720.00	-
SUD	045315	5125	FINANCIAL SYSTEM	1,590.00	1,590.00	-
SUD	045315	5129	COPIER CHARGES	2,697.00	2,697.00	-
SUD	045315	5152	WORKERS COMP	2,478.00	2,478.00	-
SUD	045315	5154	UNEMPLOY INSURE	500.00	500.00	-
SUD	045315	5155	PUB LIABLE INS	1,247.00	1,247.00	-
SUD	045315	5260	HLTH-EMPLOY PHYS	250.00	250.00	-
SUD	045315	5263	ADVERTISING	2,400.00	2,400.00	-
SUD	045315	5265	PROF & SPEC SERV	31,416.00	46,895.00	13,514.01
SUD	045315	5291	OFF, SPCE & SITE	12,407.00	12,407.00	-
SUD	045315	5311	GENERAL OPERATNG	8,852.00	8,852.00	-
SUD	045315	5315	COUNTY COST PLAN	32,455.00	32,455.00	-
SUD	045315	5331	TRAVEL EXPENSE	616.00	616.00	-
SUD	045315	5333	MOTOR POOL	8,000.00	7,000.00	-
SUD	045315	5351	UTILITIES	6,549.00	6,549.00	-

Budget Unit Desc	Budget Unit	Obj Code	Obj Description	Working Budget	Board Approved	Encumbrances
SUD	045315	5801	OPER TRF OUT	14,479.00	-	-
SACPA - PROP 36	045316	4998	OPERATING TRF IN	(96,787.00)	(96,787.00)	-
SACPA - PROP 36	045316	5001	SALARIED EMPLOYE	36,759.00	36,859.00	-
SACPA - PROP 36	045316	5012	PART TIME EMPLOY	-	-	-
SACPA - PROP 36	045316	5021	RETIRE & SOC SEC	2,905.00	2,905.00	-
SACPA - PROP 36	045316	5022	PERS RETIREMENT	7,999.00	7,999.00	-
SACPA - PROP 36	045316	5031	MEDICAL INSURANC	7,122.00	7,122.00	-
SACPA - PROP 36	045316	5032	DISABILITY INS	442.00	442.00	-
SACPA - PROP 36	045316	5042	SICK BUY OUT	680.00	680.00	-
SACPA - PROP 36	045316	5043	OTHER BENEFITS	100.00	-	-
SACPA - PROP 36	045316	5121	INTERNAL CHARGES	27,250.00	29,000.00	-
SACPA - PROP 36	045316	5125	FINANCIAL SYSTEM	671.00	671.00	-
SACPA - PROP 36	045316	5129	COPIER CHARGES	195.00	195.00	-
SACPA - PROP 36	045316	5152	WORKERS COMP	241.00	241.00	-
SACPA - PROP 36	045316	5155	PUB LIABLE INS	121.00	121.00	-
SACPA - PROP 36	045316	5265	PROF & SPEC SERV	-	-	-
SACPA - PROP 36	045316	5291	OFF, SPCE & SITE	661.00	661.00	-
SACPA - PROP 36	045316	5311	GENERAL OPERATNG	1,477.00	2,000.00	-
SACPA - PROP 36	045316	5315	COUNTY COST PLAN	6,891.00	6,891.00	-
SACPA - PROP 36	045316	5333	MOTOR POOL	2,000.00	250.00	-
SACPA - PROP 36	045316	5351	UTILITIES	1,273.00	750.00	-
FIRST FIVE	643000	4301	INT FROM TREAS	(1,500.00)	(1,500.00)	-
FIRST FIVE	643000	4498	STATE GRANTS	(350,700.00)	(350,700.00)	-
FIRST FIVE	643000	4951	DONATIONS	(2,000.00)	(2,000.00)	-
FIRST FIVE	643000	5001	SALARIED EMPLOYE	91,899.00	93,493.00	-
FIRST FIVE	643000	5012	PART TIME EMPLOY	10,122.00	8,528.00	-
FIRST FIVE	643000	5021	RETIRE & SOC SEC	8,027.00	8,027.00	-
FIRST FIVE	643000	5022	PERS RETIREMENT	20,263.00	20,263.00	-
FIRST FIVE	643000	5031	MEDICAL INSURANC	20,590.00	20,590.00	-
FIRST FIVE	643000	5032	DISABILITY INS	1,225.00	1,225.00	-
FIRST FIVE	643000	5042	SICK BUY OUT	1,323.00	1,323.00	-
FIRST FIVE	643000	5043	OTHER BENEFITS	360.00	360.00	-
FIRST FIVE	643000	5045	COMP ABSENCE	-	-	-
FIRST FIVE	643000	5121	INTERNAL CHARGES	1,582.00	1,582.00	-
FIRST FIVE	643000	5125	FINANCIAL SYSTEM	805.00	805.00	-
FIRST FIVE	643000	5129	COPIER CHARGES	2,500.00	2,500.00	-
FIRST FIVE	643000	5152	WORKERS COMP	652.00	652.00	-
FIRST FIVE	643000	5155	PUB LIABLE INS	328.00	328.00	-
FIRST FIVE	643000	5232	OFF & OTH EQUIP	10,000.00	10,000.00	-
FIRST FIVE	643000	5260	HLTH-EMPLOY PHYS	450.00	450.00	-
FIRST FIVE	643000	5263	ADVERTISING	750.00	750.00	-
FIRST FIVE	643000	5265	PROF & SPEC SERV	191,830.00	189,865.00	45,679.51
FIRST FIVE	643000	5291	OFF, SPCE & SITE	6,913.00	6,429.00	1,434.00
FIRST FIVE	643000	5311	GENERAL OPERATNG	24,466.00	25,700.00	2,471.73
FIRST FIVE	643000	5315	COUNTY COST PLAN	4,805.00	4,805.00	-

Budget Unit Desc	Budget Unit	Obj Code	Obj Description	Working Budget	Board Approved	Encumbrances
FIRST FIVE	643000	5331	TRAVEL EXPENSE	4,000.00	4,000.00	-
FIRST FIVE	643000	5333	MOTOR POOL	1,500.00	1,500.00	-
FIRST FIVE	643000	5351	UTILITIES	2,300.00	2,300.00	-
FIRST FIVE	643000	5539	OTHER AGENCIES	750.00	-	-
WIC 10-11	641910	4498	STATE GRANTS	(157,083.00)	(157,083.00)	-
WIC 10-11	641910	5001	SALARIED EMPLOYE	39,806.00	39,806.00	-
WIC 10-11	641910	5002	CONTRACT EMPLOYE	6,886.00	-	-
WIC 10-11	641910	5012	PART TIME EMPLOY	8,573.00	15,460.00	-
WIC 10-11	641910	5021	RETIRE & SOC SEC	4,281.00	4,281.00	-
WIC 10-11	641910	5022	PERS RETIREMENT	11,988.00	11,988.00	-
WIC 10-11	641910	5031	MEDICAL INSURANC	10,539.00	10,539.00	-
WIC 10-11	641910	5032	DISABILITY INS	478.00	477.00	-
WIC 10-11	641910	5042	SICK BUY OUT	223.00	223.00	-
WIC 10-11	641910	5043	OTHER BENEFITS	-	-	-
WIC 10-11	641910	5121	INTERNAL CHARGES	5,720.00	5,720.00	-
WIC 10-11	641910	5125	FINANCIAL SYSTEM	209.00	209.00	-
WIC 10-11	641910	5129	COPIER CHARGES	100.00	100.00	-
WIC 10-11	641910	5152	WORKERS COMP	330.00	330.00	-
WIC 10-11	641910	5155	PUB LIABLE INS	166.00	166.00	-
WIC 10-11	641910	5232	OFF & OTH EQUIP	2,363.00	3,500.00	-
WIC 10-11	641910	5263	ADVERTISING	11,622.00	7,000.00	2,987.79
WIC 10-11	641910	5265	PROF & SPEC SERV	19,757.00	18,620.00	-
WIC 10-11	641910	5291	OFF, SPCE & SITE	6,365.00	6,365.00	-
WIC 10-11	641910	5311	GENERAL OPERATNG	15,047.00	14,000.00	-
WIC 10-11	641910	5315	COUNTY COST PLAN	9,498.00	9,498.00	-
WIC 10-11	641910	5331	TRAVEL EXPENSE	3,956.00	2,801.00	350.00
WIC 10-11	641910	5333	MOTOR POOL	1,500.00	1,500.00	-
WIC 10-11	641910	5351	UTILITIES	4,500.00	4,500.00	-
WIC 10-11	641910	5902	PY ENC CONTINGNT	620.00	-	-
TOBACCO 11-12	640311	4498	STATE GRANTS	(150,000.00)	(150,000.00)	-
TOBACCO 11-12	640311	4998	OPERATING TRF IN	(12,610.00)	(12,610.00)	-
TOBACCO 11-12	640311	5001	SALARIED EMPLOYE	71,029.00	71,029.00	-
TOBACCO 11-12	640311	5021	RETIRE & SOC SEC	5,513.00	5,513.00	-
TOBACCO 11-12	640311	5022	PERS RETIREMENT	15,402.00	15,402.00	-
TOBACCO 11-12	640311	5031	MEDICAL INSURANC	18,496.00	18,496.00	-
TOBACCO 11-12	640311	5032	DISABILITY INS	852.00	852.00	-
TOBACCO 11-12	640311	5042	SICK BUY OUT	175.00	175.00	-
TOBACCO 11-12	640311	5043	OTHER BENEFITS	-	-	-
TOBACCO 11-12	640311	5121	INTERNAL CHARGES	2,800.00	2,800.00	-
TOBACCO 11-12	640311	5125	FINANCIAL SYSTEM	634.00	634.00	-
TOBACCO 11-12	640311	5129	COPIER CHARGES	700.00	700.00	-
TOBACCO 11-12	640311	5131	FOOD & HOUSEHOLD	200.00	-	-
TOBACCO 11-12	640311	5152	WORKERS COMP	620.00	620.00	-
TOBACCO 11-12	640311	5155	PUB LIABLE INS	285.00	285.00	-
TOBACCO 11-12	640311	5263	ADVERTISING	1,500.00	1,500.00	-

Budget Unit Desc	Budget Unit	Obj Code	Obj Description	Working Budget	Board Approved	Encumbrances
TOBACCO 11-12	640311	5265	PROF & SPEC SERV	50.00	50.00	-
TOBACCO 11-12	640311	5291	OFF, SPCE & SITE	6,569.00	6,569.00	-
TOBACCO 11-12	640311	5311	GENERAL OPERATNG	4,463.00	4,663.00	-
TOBACCO 11-12	640311	5315	COUNTY COST PLAN	29,330.00	29,330.00	-
TOBACCO 11-12	640311	5331	TRAVEL EXPENSE	1,224.00	1,224.00	-
TOBACCO 11-12	640311	5333	MOTOR POOL	1,918.00	1,918.00	-
TOBACCO 11-12	640311	5351	UTILITIES	850.00	850.00	-
CARES 11-12	641211	4498	STATE GRANTS	(67,639.00)	(67,639.00)	-
CARES 11-12	641211	5001	SALARIED EMPLOYE	7,384.00	7,384.00	-
CARES 11-12	641211	5012	PART TIME EMPLOY	16,866.00	16,983.00	-
CARES 11-12	641211	5021	RETIRE & SOC SEC	2,200.00	1,894.00	-
CARES 11-12	641211	5022	PERS RETIREMENT	1,583.00	1,607.00	-
CARES 11-12	641211	5031	MEDICAL INSURANC	1,000.00	976.00	-
CARES 11-12	641211	5032	DISABILITY INS	100.00	289.00	-
CARES 11-12	641211	5042	SICK BUY OUT	95.00	95.00	-
CARES 11-12	641211	5043	OTHER BENEFITS	-	-	-
CARES 11-12	641211	5121	INTERNAL CHARGES	50.00	100.00	-
CARES 11-12	641211	5125	FINANCIAL SYSTEM	500.00	500.00	-
CARES 11-12	641211	5129	COPIER CHARGES	100.00	50.00	-
CARES 11-12	641211	5152	WORKERS COMP	100.00	100.00	-
CARES 11-12	641211	5155	PUB LIABLE INS	50.00	50.00	-
CARES 11-12	641211	5260	HLTH-EMPLOY PHYS	250.00	250.00	-
CARES 11-12	641211	5263	ADVERTISING	250.00	250.00	-
CARES 11-12	641211	5311	GENERAL OPERATNG	930.00	930.00	-
CARES 11-12	641211	5315	COUNTY COST PLAN	6,681.00	6,681.00	-
CARES 11-12	641211	5331	TRAVEL EXPENSE	1,500.00	1,500.00	-
CARES 11-12	641211	5333	MOTOR POOL	1,500.00	1,500.00	-
CARES 11-12	641211	5351	UTILITIES	500.00	500.00	-
CARES 11-12	641211	5501	CARE OF PERSONS	26,000.00	26,000.00	-
MCH 11-12	641611	4430	HEALTH REALIGN	(72,395.00)	(72,395.00)	-
MCH 11-12	641611	4498	STATE GRANTS	(136,245.00)	(136,245.00)	-
MCH 11-12	641611	5001	SALARIED EMPLOYE	125,700.00	125,700.00	-
MCH 11-12	641611	5003	OVERTIME	-	-	-
MCH 11-12	641611	5021	RETIRE & SOC SEC	9,981.00	9,981.00	-
MCH 11-12	641611	5022	PERS RETIREMENT	27,324.00	27,324.00	-
MCH 11-12	641611	5031	MEDICAL INSURANC	19,674.00	19,674.00	-
MCH 11-12	641611	5032	DISABILITY INS	1,486.00	1,486.00	-
MCH 11-12	641611	5042	SICK BUY OUT	1,116.00	1,116.00	-
MCH 11-12	641611	5043	OTHER BENEFITS	2,160.00	2,160.00	-
MCH 11-12	641611	5121	INTERNAL CHARGES	1,315.00	700.00	-
MCH 11-12	641611	5125	FINANCIAL SYSTEM	404.00	404.00	-
MCH 11-12	641611	5129	COPIER CHARGES	56.00	56.00	-
MCH 11-12	641611	5152	WORKERS COMP	914.00	914.00	-
MCH 11-12	641611	5155	PUB LIABLE INS	460.00	460.00	-
MCH 11-12	641611	5263	ADVERTISING	300.00	200.00	-

Budget Unit Desc	Budget Unit	Obj Code	Obj Description	Working Budget	Board Approved	Encumbrances
MCH 11-12	641611	5265	PROF & SPEC SERV	200.00	400.00	-
MCH 11-12	641611	5291	OFF, SPCE & SITE	2,000.00	1,910.00	-
MCH 11-12	641611	5311	GENERAL OPERATNG	2,045.00	2,500.00	-
MCH 11-12	641611	5315	COUNTY COST PLAN	12,455.00	12,455.00	-
MCH 11-12	641611	5331	TRAVEL EXPENSE	400.00	400.00	-
MCH 11-12	641611	5333	MOTOR POOL	500.00	500.00	-
MCH 11-12	641611	5351	UTILITIES	150.00	300.00	-
CBCAP 11-12	642511	1000	CLAIM ON CASH	-	-	-
CBCAP 11-12	642511	2140	LOANS PAYABLE	-	-	-
CBCAP 11-12	642511	4498	STATE GRANTS	(27,000.00)	(27,000.00)	-
CBCAP 11-12	642511	5001	SALARIED EMPLOYE	11,682.00	11,682.00	-
CBCAP 11-12	642511	5021	RETIRE & SOC SEC	922.00	922.00	-
CBCAP 11-12	642511	5022	PERS RETIREMENT	2,522.00	2,522.00	-
CBCAP 11-12	642511	5031	MEDICAL INSURANC	2,510.00	2,510.00	-
CBCAP 11-12	642511	5032	DISABILITY INS	140.00	140.00	-
CBCAP 11-12	642511	5042	SICK BUY OUT	227.00	227.00	-
CBCAP 11-12	642511	5121	INTERNAL CHARGES	500.00	1,000.00	-
CBCAP 11-12	642511	5125	FINANCIAL SYSTEM	183.00	183.00	-
CBCAP 11-12	642511	5129	COPIER CHARGES	50.00	84.00	-
CBCAP 11-12	642511	5152	WORKERS COMP	94.00	94.00	-
CBCAP 11-12	642511	5155	PUB LIABLE INS	47.00	47.00	-
CBCAP 11-12	642511	5232	OFF & OTH EQUIP	500.00	1,000.00	-
CBCAP 11-12	642511	5265	PROF & SPEC SERV	100.00	270.00	-
CBCAP 11-12	642511	5311	GENERAL OPERATNG	400.00	800.00	-
CBCAP 11-12	642511	5315	COUNTY COST PLAN	819.00	819.00	-
CBCAP 11-12	642511	5331	TRAVEL EXPENSE	200.00	500.00	-
CBCAP 11-12	642511	5333	MOTOR POOL	5,004.00	3,000.00	-
CBCAP 11-12	642511	5351	UTILITIES	1,100.00	1,200.00	-
WIC 11-12	641911	1000	CLAIM ON CASH	-	-	-
WIC 11-12	641911	2140	LOANS PAYABLE	-	-	-
WIC 11-12	641911	4498	STATE GRANTS	(257,541.00)	(257,541.00)	-
WIC 11-12	641911	4998	OPERATING TRF IN	(3,130.00)	(3,130.00)	-
WIC 11-12	641911	5001	SALARIED EMPLOYE	119,421.00	119,421.00	-
WIC 11-12	641911	5021	RETIRE & SOC SEC	9,296.00	9,296.00	-
WIC 11-12	641911	5022	PERS RETIREMENT	25,889.00	25,889.00	-
WIC 11-12	641911	5031	MEDICAL INSURANC	31,617.00	31,617.00	-
WIC 11-12	641911	5032	DISABILITY INS	1,431.00	1,431.00	-
WIC 11-12	641911	5042	SICK BUY OUT	668.00	668.00	-
WIC 11-12	641911	5043	OTHER BENEFITS	-	-	-
WIC 11-12	641911	5121	INTERNAL CHARGES	10,600.00	11,100.00	-
WIC 11-12	641911	5125	FINANCIAL SYSTEM	626.00	626.00	-
WIC 11-12	641911	5129	COPIER CHARGES	300.00	300.00	-
WIC 11-12	641911	5152	WORKERS COMP	1,149.00	1,149.00	-
WIC 11-12	641911	5155	PUB LIABLE INS	532.00	532.00	-
WIC 11-12	641911	5232	OFF & OTH EQUIP	500.00	500.00	-

Budget Unit Desc	Budget Unit	Object Code	Object Description	Working Budget	Board Approved	Encumbrances
WIC 11-12	641911	5263	ADVERTISING	1,000.00	500.00	-
WIC 11-12	641911	5265	PROF & SPEC SERV	650.00	650.00	-
WIC 11-12	641911	5291	OFF, SPCE & SITE	9,000.00	9,000.00	2,783.70
WIC 11-12	641911	5311	GENERAL OPERATNG	7,000.00	7,000.00	164.14
WIC 11-12	641911	5315	COUNTY COST PLAN	28,492.00	28,492.00	-
WIC 11-12	641911	5331	TRAVEL EXPENSE	5,000.00	5,000.00	-
WIC 11-12	641911	5333	MOTOR POOL	3,500.00	3,500.00	-
WIC 11-12	641911	5351	UTILITIES	4,000.00	4,000.00	-
WIA ADMIN 11-12	613711	1000	CLAIM ON CASH	-	-	-
WIA ADMIN 11-12	613711	2140	LOANS PAYABLE	-	-	-
WIA ADMIN 11-12	613711	4420	SOC SRV REALIGN	(3,664.00)	(3,664.00)	-
WIA ADMIN 11-12	613711	4498	STATE GRANTS	(196,906.00)	(138,299.00)	-
WIA ADMIN 11-12	613711	5001	SALARIED EMPLOYE	45,000.00	36,296.00	-
WIA ADMIN 11-12	613711	5012	PART TIME EMPLOY	70,000.00	38,807.00	-
WIA ADMIN 11-12	613711	5021	RETIRE & SOC SEC	10,009.00	2,863.00	-
WIA ADMIN 11-12	613711	5022	PERS RETIREMENT	8,800.00	7,872.00	-
WIA ADMIN 11-12	613711	5031	MEDICAL INSURANC	9,400.00	8,839.00	-
WIA ADMIN 11-12	613711	5032	DISABILITY INS	600.00	435.00	-
WIA ADMIN 11-12	613711	5042	SICK BUY OUT	700.00	700.00	-
WIA ADMIN 11-12	613711	5121	INTERNAL CHARGES	500.00	500.00	-
WIA ADMIN 11-12	613711	5125	FINANCIAL SYSTEM	433.00	433.00	-
WIA ADMIN 11-12	613711	5129	COPIER CHARGES	570.00	260.00	-
WIA ADMIN 11-12	613711	5152	WORKERS COMP	10,000.00	6,500.00	-
WIA ADMIN 11-12	613711	5155	PUB LIABLE INS	370.00	370.00	-
WIA ADMIN 11-12	613711	5232	OFF & OTH EQUIP	1,000.00	1,000.00	-
WIA ADMIN 11-12	613711	5265	PROF & SPEC SERV	100.00	100.00	-
WIA ADMIN 11-12	613711	5291	OFF, SPCE & SITE	4,000.00	1,000.00	-
WIA ADMIN 11-12	613711	5311	GENERAL OPERATNG	2,000.00	1,000.00	-
WIA ADMIN 11-12	613711	5315	COUNTY COST PLAN	31,324.00	31,324.00	-
WIA ADMIN 11-12	613711	5331	TRAVEL EXPENSE	1,000.00	100.00	-
WIA ADMIN 11-12	613711	5333	MOTOR POOL	1,500.00	300.00	-
WIA ADMIN 11-12	613711	5501	CARE OF PERSONS	3,264.00	3,264.00	-
I.M.A.A.A.	612500	4061	LOCAL TRANS TAX	(35,674.00)	(35,674.00)	-
I.M.A.A.A.	612500	4301	INT FROM TREAS	2,000.00	2,000.00	-
I.M.A.A.A.	612500	4316	STATHAM HALL RNT	(2,200.00)	(2,000.00)	-
I.M.A.A.A.	612500	4317	BP LEG HALL RENT	(1,000.00)	(1,700.00)	-
I.M.A.A.A.	612500	4318	IND LEG HALL RNT	(300.00)	(500.00)	-
I.M.A.A.A.	612500	4499	STATE OTHER	(267,496.00)	(267,496.00)	-
I.M.A.A.A.	612500	4552	FEDERAL OTHER	(506,735.00)	(506,735.00)	-
I.M.A.A.A.	612500	4599	OTHER AGENCIES	-	-	-
I.M.A.A.A.	612500	4825	OTHER CURRENT	(136,005.00)	(135,305.00)	-
I.M.A.A.A.	612500	4911	SALE/FIXED ASSTS	-	-	-
I.M.A.A.A.	612500	4951	DONATIONS	-	-	-
I.M.A.A.A.	612500	4998	OPERATING TRF IN	(686,514.00)	(686,514.00)	-
I.M.A.A.A.	612500	4999	PY REIMBURSEMENT	-	-	-

Budget Unit Desc	Budget Unit	Obj Code	Obj Description	Working Budget	Board Approved	Encumbrances
I.M.A.A.A.	612500	5001	SALARIED EMPLOYE	253,000.00	247,671.00	-
I.M.A.A.A.	612500	5003	OVERTIME	1,500.00	2,300.00	-
I.M.A.A.A.	612500	5005	HOLIDAY OT	600.00	-	-
I.M.A.A.A.	612500	5012	PART TIME EMPLOY	306,494.00	313,782.00	-
I.M.A.A.A.	612500	5021	RETIRE & SOC SEC	41,000.00	43,781.00	-
I.M.A.A.A.	612500	5022	PERS RETIREMENT	53,594.00	53,594.00	-
I.M.A.A.A.	612500	5025	RETIREE HEALTH B	35,020.00	35,020.00	-
I.M.A.A.A.	612500	5031	MEDICAL INSURANC	81,736.00	81,736.00	-
I.M.A.A.A.	612500	5032	DISABILITY INS	6,458.00	6,458.00	-
I.M.A.A.A.	612500	5042	SICK BUY OUT	5,045.00	5,045.00	-
I.M.A.A.A.	612500	5043	OTHER BENEFITS	6,500.00	1,560.00	-
I.M.A.A.A.	612500	5122	CELL PHONES	1,440.00	1,440.00	-
I.M.A.A.A.	612500	5124	EXTERNAL CHARGES	15,404.00	15,404.00	-
I.M.A.A.A.	612500	5125	FINANCIAL SYSTEM	8,555.00	8,555.00	-
I.M.A.A.A.	612500	5128	INTERNAL SHRED	315.00	315.00	-
I.M.A.A.A.	612500	5129	COPIER CHARGES	2,606.00	2,606.00	-
I.M.A.A.A.	612500	5131	FOOD & HOUSEHOLD	215,000.00	215,000.00	11,289.89
I.M.A.A.A.	612500	5152	WORKERS COMP	38,799.00	38,799.00	-
I.M.A.A.A.	612500	5154	UNEMPLOY INSURE	4,500.00	500.00	-
I.M.A.A.A.	612500	5155	PUB LIABLE INS	5,831.00	5,831.00	-
I.M.A.A.A.	612500	5171	MAINT OF EQUIP	100.00	100.00	-
I.M.A.A.A.	612500	5189	MAINT STATHAM HA	-	-	-
I.M.A.A.A.	612500	5232	OFF & OTH EQUIP	4,000.00	4,000.00	-
I.M.A.A.A.	612500	5260	HLTH-EMPLOY PHYS	1,000.00	2,000.00	-
I.M.A.A.A.	612500	5263	ADVERTISING	5,000.00	5,000.00	-
I.M.A.A.A.	612500	5265	PROF & SPEC SERV	125,488.00	125,488.00	24,204.57
I.M.A.A.A.	612500	5291	OFF, SPCE & SITE	4,600.00	3,800.00	-
I.M.A.A.A.	612500	5311	GENERAL OPERATNG	18,078.00	14,000.00	-
I.M.A.A.A.	612500	5315	COUNTY COST PLAN	114,832.00	114,832.00	-
I.M.A.A.A.	612500	5331	TRAVEL EXPENSE	4,500.00	4,500.00	-
I.M.A.A.A.	612500	5333	MOTOR POOL	38,000.00	37,000.00	-
I.M.A.A.A.	612500	5351	UTILITIES	60,000.00	68,000.00	-
I.M.A.A.A.	612500	5499	PY REFUNDS	622.00	-	-
I.M.A.A.A.	612500	5501	CARE OF PERSONS	3,500.00	5,000.00	-
I.M.A.A.A.	612500	5539	OTHER AGENCIES	188,180.00	170,807.00	112,034.00
I.M.A.A.A.	612500	5902	PY ENC CONTINGNT	2,304.00	-	-

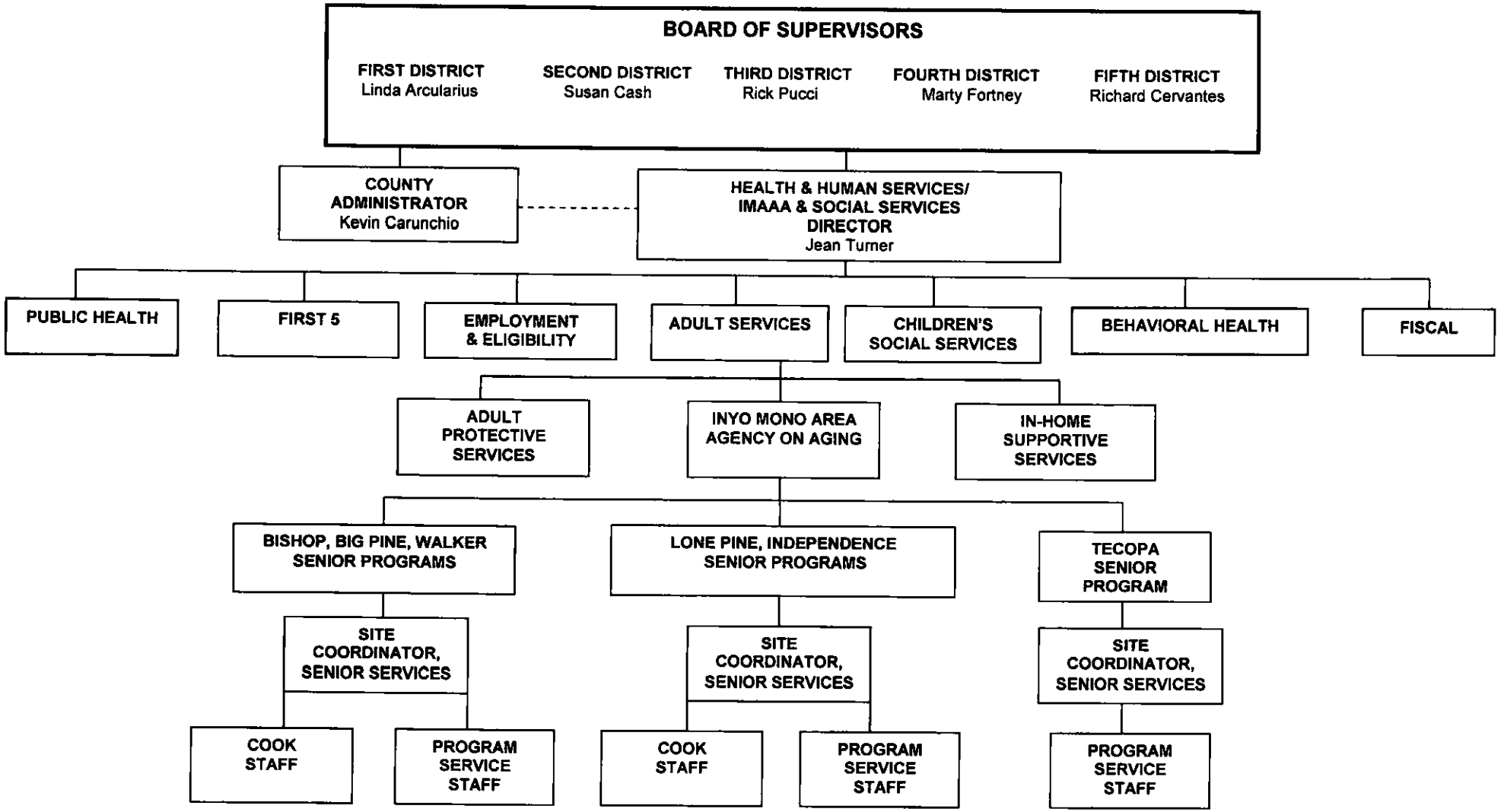
ATTACHMENT

B

ORGANIZATIONAL STRUCTURE

ATTACHMENT B
County of Inyo Proposal to CDA, March 2012

COUNTY OF INYO – Health & Human Services



February 15, 2012

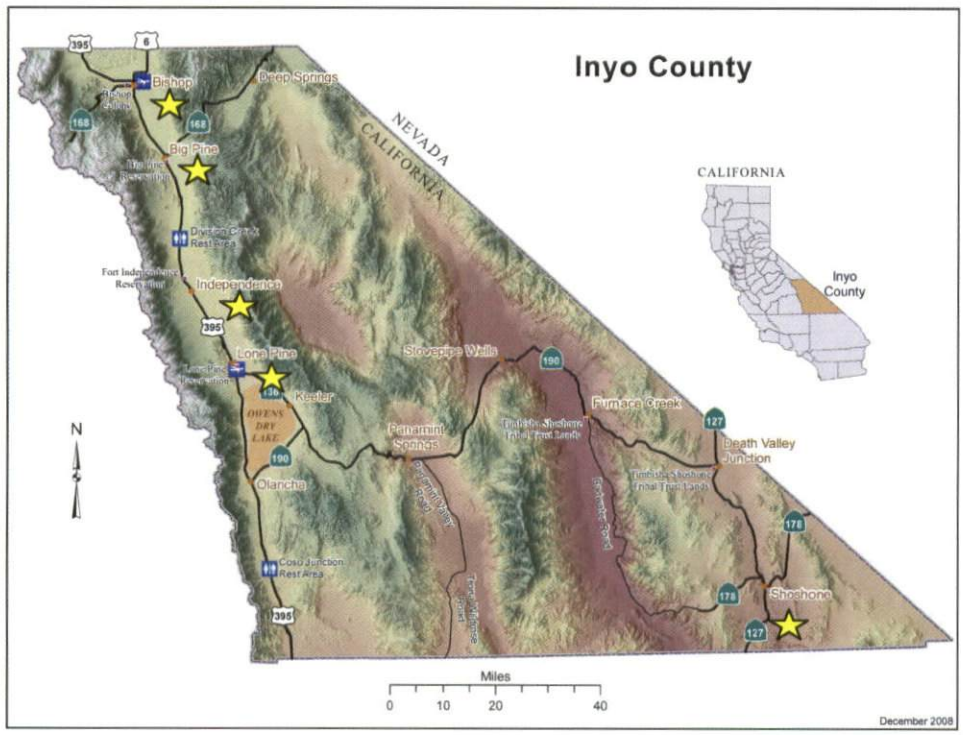
ATTACHMENT

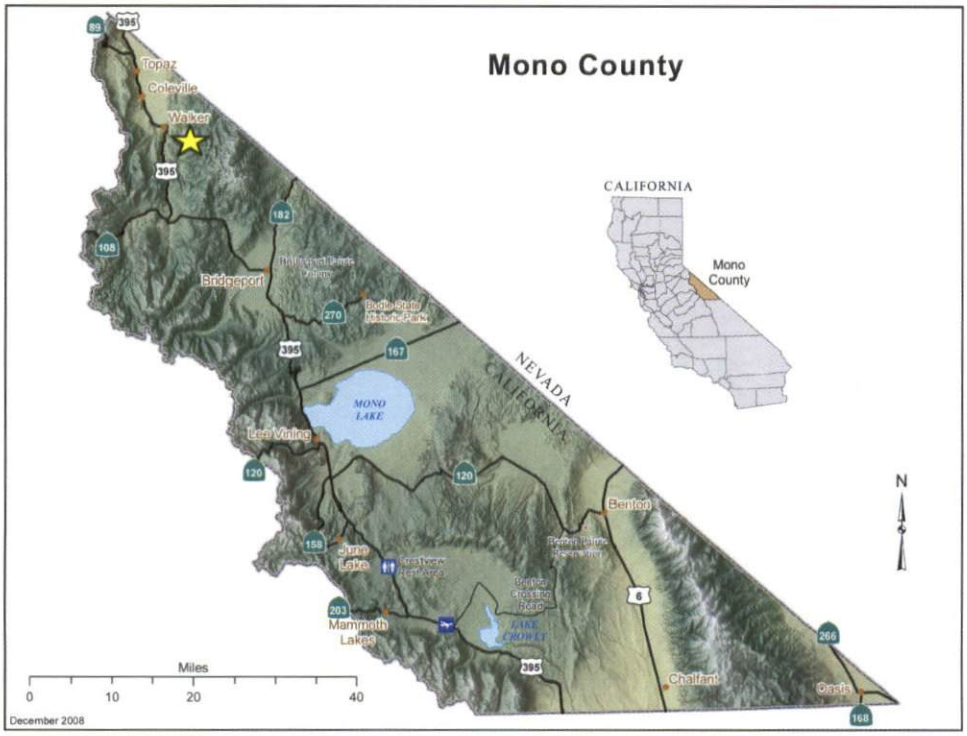
C

ACCESSIBILITY COMPLIANCE

ATTACHMENT C

County of Inyo Proposal to CDA, March 2012





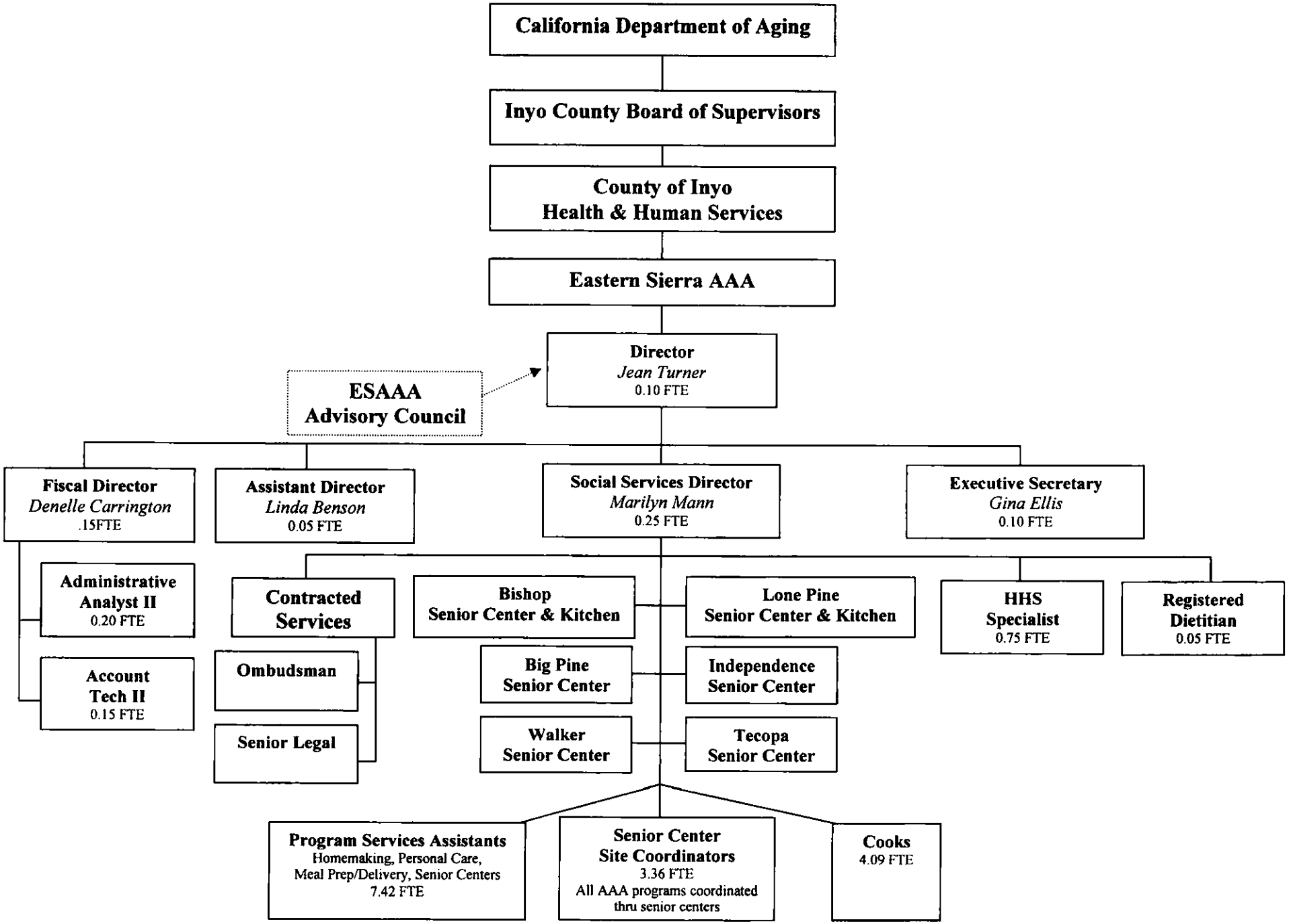
- Location of Senior Centers in PSA 16

ATTACHMENT

D

NUMBER & QUALIFICATION OF AAA STAFF

ESAAA ORGANIZATIONAL CHART, FY 2012-2013



County of Inyo
Director of Health and Human Services

DEFINITION

This is the top level management position in the Department of Health and Human Services, appointed by the Board of Supervisors. This position determines policy, manages personnel and budgets, develops programs and formulates operational objectives and is responsible to manage and direct a variety of major county programs with significant impact on community services. Responsibilities of this position demand comprehensive knowledge and expertise in the delivery of integrated health and human services, a high level of initiative, independent judgment, discretion, as well as strong management skills to develop, administer and direct the staff and departmental programs in cooperation with other County departments and agencies.

EXAMPLES OF DUTIES

The essential functions of this position include, but are not limited to, the following: formulate policies and procedures concerning activities of the department; establish and maintain goals, objectives, and plans for carrying out the functions of the department; advise appointive boards and commissions on long range planning where health and human services are concerned; implement improvements, determine and recommend plans for establishing new service programs or major changes in methods or levels of service delivery; make decisions regarding personnel issues such as selections, promotions, performance evaluations, disciplinary actions, and dismissals; implement appropriate programs where the impact of delivery for health and human services are concerned; supervise the preparation of the annual departmental budget; assure appropriate expenditure of public funds through efficient operating services; establish and maintain liaison with representatives of state, federal, and local agencies and commissions; direct the coordination of the department's programs, plans, and operations between the divisional managers and coordinate programs and administrative functions with other departments; ensure the dissemination of information about departmental operations to promote general knowledge of health and human services to the community; direct the preparation or evaluation of legislation affecting the operations of the department; make public presentations before the Board, professional

organizations, or public groups to provide information on departmental programs and goals; prepare regular and special reports and correspondence.

QUALIFICATIONS/EMPLOYMENT SANDARDS

Experience:

Five years of progressively responsible management and supervisory experience in a public or non-profit agency which included program planning and evaluation, budget management, personnel management, and policy development in at least two of the following program areas: health, mental health, pubic assistance, social services and/or substance abuse services.

Education:

Equivalent to graduation from an accredited college or university with major course work in health administration, business administration, public administration, social work or a closely related field. A Master's Degree in health, mental health, business, public administration, social work or a closely related field is preferred.

Special Requirements:

Must possess or obtain by appointment date a valid operator's license issued by the State Department of Motor Vehicles. Ability to travel independently.

INYO COUNTY
PERSONNEL SERVICES
P. O. BOX 249
INDEPENDENCE, CA 93526

(760) 878-0377
FAX (760) 878-0465

AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES A **CLOSED DEPARTMENTAL RECRUITMENT** FOR:

DIRECTOR – FISCAL SERVICES

Application Deadline: March 28, 2007

DEPARTMENT: Health and Human Services
LOCATION: Independence, CA
SALARY: Range 82 - $4985 $5229 $5494 $5769 $6052**

****BENEFITS:** CalPERS Retirement System (2% at 55) – employee contribution of 7% paid by Inyo County (EPMC reported as wages); Medical Plan – employee responsibility for employee and dependent monthly premium is 1% of base salary on PERS Choice plan; 100% of employee and dependent monthly premium paid for dental and vision; $20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: Under the general direction of the Department Head and as a member of the Health and Human Services (HHS) lead management team, provides, directs and supervises departmental fiscal operations.

ESSENTIAL JOB FUNCTIONS: Directly responsible for all health fiscal operations: state and local budgets, contracts, and billings; supervises HHS fiscal mid-managers directly and other staff as deemed appropriate; generally oversees all state and county budget developments, submissions, audits, and controls; develops appropriate contracts and contract controls; advises the HHS Department Head of budgetary status, projections, new revenue sources, and effect of program decisions on fiscal operations; provides departmental level leadership for federal, state, and county fiscal regulations; provides primary departmental link and professional relationship with the County Auditor; performs other duties as necessary.

EMPLOYMENT STANDARDS

Experience/Education: A total of five years experience, including three years of responsible office and/or project administration over publicly financed programs. At least two additional years of clerical experience, including accounting responsibilities. Bachelor's Degree in accounting/administration or related field preferred. Additional years of experience may be substituted for up to two years of education.

Knowledge of: County government operations, policies, regulations, and procedures; modern office equipment and methods; supervising principles and practices; budgeting, contracting, accounting, and general financial functions in public agencies.

Ability to: Plan and organize demanding and varied office support activities, including staff supervision; perform complex problem analysis and resolution; make clear and concise oral and written presentations to the Board of Supervisors; exercise discretion and good judgment in handling sensitive information; operate personal computer, including spread sheet and word processing programs; work cooperatively with those contacted in the course of work; interpret new programs and apply financial policies and procedures; take leadership in integrating program revenues and developing cost allocation plans as legally allowable while maintaining appropriate audit trails.

Special Requirements: Must possess or obtain by appointment date a valid operator's license issued by the California Department of Motor Vehicles; must successfully complete pre-employment background check and physical examination, including drug screen.

NEPOTISM POLICY: A copy of Inyo County Personnel Rules and Regulations, Section 107, is available upon request.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, computer skills exercise, and oral examination.

APPLICATION: Applications **must be received** no later than 5:00 p.m. on **March 28, 2007** (postmarks not accepted). Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached".** Incomplete applications will not be processed. Applications may be faxed to meet the deadline, however, original application with original signature must be received.

THIS RECRUITMENT WILL ESTABLISH AN ELIGIBILITY LIST THAT MAY BE USED FOR ONE YEAR IN FILLING COUNTYWIDE VACANCIES THAT MAY OCCUR IN THIS JOB CLASSIFICATION AND SALARY RANGE.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0295 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County hires only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

INYO COUNTY
PERSONNEL SERVICES
P. O. BOX 249
INDEPENDENCE, CA 93526

(760) 878-0377
FAX (760) 878-0465

AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES A **CLOSED COUNTY RECRUITMENT** FOR:

ADMINISTRATIVE ANALYST I or II

Application Deadline: July 24, 2009

DEPARTMENT:	Health & Human Services					
LOCATION:	Countywide					
SALARY:	**Analyst I:**	**Range 66**	**$3757**	**$3948**	**$4151**	**$4354**	**$4574****
	Analyst II:	**Range 68**	**$3946**	**$4144**	**$4349**	**$4562**	**$4794****

****BENEFITS:** CalPERS Retirement System (2% at 55) – employee contribution of 7% paid by Inyo County (EPMC reported as wages). Medical Plan – employee responsibility for employee and dependent monthly premium is 1% of base salary on PERS Choice plan; 100% of employee and dependent monthly premium paid for dental and vision; $20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: Under the direction of a senior Health and Human Services (HHS) manager, independently perform a variety of responsible administrative, organizational, budgetary, accounting, collections, statistical and human resources related work. Work with State and local agencies on budgets, accounting, collections, which may include, but not limited to, attendance at workshops, document preparation, program development, negotiations, evaluations, directing staff in daily accounting duties, preparation of necessary monthly, quarterly, and yearly documents, and perform related duties as required. Work with HHS Administration in the development and implementation of various State mandated programs, and perform the necessary duties required by those programs. May supervise the personnel assigned to assist with the accounting programs, trust distributions and balancing, and any other programs and systems determined to be necessary or required. Analyze revenues and expenditures in relation to program service requirements and service delivery.

DISTINGUISHING CHARACTERISTICS

Analyst I: This is the entry and first working level. Incumbents initially work under closer supervision while performing duties.

Analyst II: This is the journey level of the Administrative Analyst series. Incumbents working at this level receive more limited supervision within a broad framework of policies and procedures, may be assigned more complex tasks. Work at a more independent level performing duties for which guidelines have been established.

ESSENTIAL JOB DUTIES: Works closely with the HHS Program Directors and Administration, as well as County and State agencies in the development, implementation, and monitoring of funded programs and expenditures. Monitors and reviews budget, make recommendations to Administration and Program Directors about budgets and creative financing strategies for enhanced public service. Works with administration and State agencies in the development and operation of various programs, accounts payable programs, grant budgets, accounting, and all other programs which may be required. Prepare evaluations, reports; attend workshops, seminars, and conferences both locally and around the State related to funding. May supervise the work of others. Work cooperatively with those contacted in the course of work; and other related duties as assigned.

EMPLOYMENT STANDARDS

Education/Experience:

Analyst I: Equivalent to graduation from a four-year college or university with major coursework in business or public administration, management, or closely related field with detailed and specialized knowledge and understanding of the budgetary operations and policies of a governmental entity is preferred; OR office or program administrative experience involving accounting and financial management, preferably within a governmental agency, OR comparable work experience

which would provide the necessary skills and knowledge to perform the duties of the position at this level may be substituted for the required education on a year for year basis.

Analyst II: Must meet qualifications for Administrative Analyst I as listed above; plus one additional year of administrative and analytical experience, preferably within a local government environment involving the collection, compilation, and analysis of financial, budgetary, or administrative data; OR one year performing the duties of an Analyst I with Inyo County.

Knowledge of: Accounting practices and procedures; methods of accounting and or document processing and transactions; classification and benefits administration procedures; applicable state and federal laws and regulations; standard office practice and procedures; fiscal administration and analysis, including principles and procedures of filing and record keeping; English usage, spelling, grammar, and punctuation.

Ability to: Perform difficult technical, budgetary, accounting, and analytical work involving the use of independent judgment and personal initiative; interpret and apply, with good judgment, applicable rules, regulations, and policies; learn and apply federal, state, and local laws, codes, and regulations pertaining to assigned duties; answer inquiries; maintain confidentiality in personnel matters; maintain and process documents and transactions; communicate clearly and concisely, both orally and in writing; type at a speed sufficient for successful job performance; establish and maintain cooperative working relationships with those contacted in the course of work; work effectively with frequent interruptions and in the absence of supervision. Must be able to travel alone or with others.

Special requirements: Must possess a valid operator's license issued by the State Department of Motor Vehicles; must successfully complete a pre-employment background investigation and physical examination.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, and oral examination.

APPLICATION: Applications **must be received** no later than 5:00 p.m. on **July 24, 2009+ (postmarks not accepted).** Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached".** Incomplete applications will not be processed. Applications may be faxed to meet the deadline—original application with original signature must be mailed.

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REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0295 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County hires only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout Inyo County in the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancha) and the Death Valley area (Death Valley, Shoshone, and Tecopa). Positions are assigned to a work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the Department Head.

INYO COUNTY
PERSONNEL SERVICES
P. O. BOX 249
INDEPENDENCE, CA 93526

(760) 878-0377
FAX (760) 878-0465

AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ACCOUNT TECHNICIAN I, II, or III

ESSENTIAL JOB DUTIES: Posts and balances general and subsidiary ledgers; assists in the responsibility for vendor payments and other claims against the County; audits invoices and matches invoices to purchase orders; receives, compiles, and inputs data into computer; prepares warrants and maintains records; works with ledger accounts and other records; assists in compiling and preparing departmental budgets; keeps financial or statistical records requiring the use of departmental knowledge and independent judgment; generates, prepares, and distributes reports and other documents; reconciles cash statements; maintains computer records and accounts; allocates purchases to budget accounts; audits payroll forms and records changes; assists in processing, auditing, and balancing payroll and preparing related reports; accumulates records and statistics related to departmental operations; keeps records of monies received; posts to ledgers and balances accounts; reconciles bank statements; prepares billing statements; performs general clerical duties as required including file maintenance; assists the public and other employees by answering inquiries about departmental policies and procedures; may lead and provide training for junior employees; may assist accountants, when required. Operates office machines such as, but not limited to, computers, typewriters, adding machines, calculators, copy machines, electronic data input terminals and transcribing machines; other related duties as assigned.

EMPLOYMENT STANDARDS

Experience/Education: Tech I: High school graduate or equivalent with one year of experience performing the duties of an Account Clerk III with Inyo County; **OR** three years of increasingly responsible experience in financial or statistical record keeping. **Tech II:** High school graduate or equivalent with one year performing the duties of an Account Technician I with Inyo County; **OR** four years of increasingly responsible experience in financial recordkeeping and analytical work experience. **Tech III:** High school graduate or equivalent with five years of responsible financial record keeping and analytical work experience with a strong accounting background. Prior supervisory experience and experience with a governmental entity are preferred.

Knowledge of: Purposes, methods, and practices of financial record keeping; modern office methods, practices, procedures, and equipment.

Ability to: Use independent judgment in carrying out instructions concerning preparation and maintenance of financial records; make arithmetical calculations rapidly and accurately, and use standard office equipment, including computers; maintain difficult records, analyze data, and prepare accurate reports; follow oral and written directions; work cooperatively with those contacted in the course of work; must have ability to sit for prolonged periods of time, stand, twist, lift, and carry up to 25 pounds; climb and descend stairs; frequent telephone use.

Special requirements: Must possess or obtain by appointment date a valid operator's license issued by the California Department of Motor Vehicles; must successfully complete pre-employment background check and physical examination, including drug screen.

ASSISTANT DIRECTOR OF HEALTH & HUMAN SERVICES
INYO COUNTY *Salary—[redacted]/month*

DEFINITION:
A single position classification is responsible for assisting the Director of Health and Human Services with administering the ongoing activities of the Department and assists in developing and implementing departmental goals and objectives within general policy guidelines. Incumbent in this classification may serve as a full line back-up and assistance to the department head and/or assume responsibility for a major division and, in addition, perform general administrative tasks for the department and may perform a variety of professional, operational, and programmatic duties as assigned and as appropriate.

Under direction of the Director of Health and Human Services, to assist in planning, organizing and directing the activities of the department; to direct, manage, and review the work of assigned staff and operations; to serve as a member of the department management team which is responsible for fulfilling the mission and carrying out the policies of the department; to promote and participate in collaborative activities, programs, and projects that cross functional areas; and to function as a positive and cooperative team member and effective team leader.

ESSENTIAL JOB DUTIES: Essential duties may include, but are not limited to, the following: Assists in planning, directing, organizing, and evaluating the overall activities of the Health and Human Services Department consisting of professional, para-professional, technical, and support staff in the provision of the highest level of a variety of social and health care services to the county's citizens; manages, plans, directs, administers, and evaluates the implementation and provision of a variety of clinical programs in multiple divisions, consistent with the department's and related division's overall treatment philosophy, within professional parameters for best practices, and consistent with pertinent laws, regulations, and guidelines.

Develops, directs, administers, and evaluates the effectiveness of clinical supervisory structures for appropriate review of all program services activities to ensure the clinical appropriateness of treatment plans, effective utilization of resources, adherence to professionally recognized best practices, provision of culturally sensitive services, and goal-directedness of care. Plans, directs, administers, and monitors client evaluations, program admissions, terminations of services, and/or discharge planning for multiple divisions and inclusive programs/client services to ensure effectiveness, timeliness, and appropriateness of process/systems. Acts as a primary resource and advisor to the Director of Health and Human Services, program directors, and staff regarding all aspects of designated programmatic divisions and inclusive programs/client services. Participates in the development and implementation of department-wide policies and procedures; provides feedback and input for necessary modifications, additions, and deletions to same on an ongoing basis and serves as a positive and contributing member of the departmental management team. Monitors division and inclusive clinical/program services to ensure quality of services consistent with the goals of the department, the state, and appropriate funding agencies; directs, supervises, and participates in development and ongoing administration of assigned division(s) and program services budgets; coordinating and directing the forecasting of funds and resources needed; researches and analyzes funding resources and availability; provides justifications for requested resources. Provides leadership, encouraging and motivating assigned program directors to function at a high level of work performance and exhibit quality work behaviors; assists and supports the development of a department-wide culture characterized by positive morale and productivity. Maintains and supports adherence to county, state, and federal regulations and accrediting bodies as well as county policies and union agreements in accordance and cooperation with the Personnel Department.

Represents the department in the absence of the Director and as assigned; perform day-to-day administrative and management responsibilities as necessary.

Engages in positive, responsive and effective performance management practices for assigned staff; oversees and manages the performance appraisal process to ensure timely and complete employee feedback; participates in county and department-wide decision-making relative to personnel management issues and staff training/development. Acts as liaison between assigned program directors and other county departments/division, community organizations, outside resources, and funding agencies. Maintains awareness of and participating in relevant external professional environment and resources to ensure the highest level of professional standards are applied to service delivery within the department. Performs all related duties as assigned.

EMPLOYMENT STANDARDS
Any combination of experience and training that would provide the required knowledge and skills is qualifying. A typical way to obtain the required knowledge and skills would be:
Experience: At least eight (8) years of progressively responsible professional/clinical experience in a public health and/or human service agency, including at least four (4) years of progressively responsible administrative and management responsibility.
Training: Equivalent to a bachelor's degree from an accredited college or university with a clinical, behavioral science, social science, and/or business/public administration concentration is highly desirable.

Knowledge of: In-depth and thorough theory, methods, and practices of specific professional and clinical discipline(s) and its successful application within the workplace environment; advanced principles and practices of management, leadership, motivation, teambuilding, and conflict resolution; standard and accepted organizational and management practices as applied to development, analysis, and evaluation of programs, policies, and operational needs. Standard and accepted principles and practices of budget preparation and administration; pertinent local, state, and federal rules, regulations, and laws; professional standards and requirements for assigned clinical programs particularly as it pertains to licensing, accreditation, and standards compliance; standard and accepted program implementation and monitoring procedures to ensure that assigned clinical/program services activities fall within best practices parameters and consistent with county and departmental goals and objectives; standard and accepted office procedures, methods, and computer equipment; standard and accepted principles and practices of research, analysis, and management; advanced principles of supervision, training, and performance evaluations; standard and accepted principles and practices of work safety.

Skill to: Provide positive and effective administrative and policy guidance the program directors and staff; on a continuous basis, analyze fiscal, operational, and technical reports; interpret and evaluate staff reports; know laws, regulations, and codes; observe performance and evaluate staff; remember various personnel rules; and explain and interpret policy; organize, implement, and direct activities of professional, technical, para-professional, and clerical staff; know and understand all aspects of assigned job; analyze work papers, reports, and special projects; analyze budgets, working papers, and technical reports; interpret and evaluate staff reports; problem solve department related issues; analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals and objectives.

Special Requirements: Must possess a valid operator's license issued by the State Department of Motor Vehicles; must successfully complete a pre-employment background investigation and physical examination, including drug screen.

NEPOTISM POLICY: A copy of Inyo County Personnel Rules and Regulations, Section 107, is available upon request.

MERIT SYSTEM SERVICES

Date Established: 01/22/76
Date Revised: 01/07/03

PROGRAM MANAGER I Social Services Director, ~~Adult & Child Svcs~~

CLASSIFICATION DEFINITION

Under direction, the Program Manager I plans, organizes, and directs employment, eligibility, and/or social services units or programs in a local public social services department or agency. Some positions may have additional responsibility for administrative services units.

A Program Manager I differs from the Program Manager II in that the latter typically has responsibility for the total eligibility, total employment or total social services program in a department where the organizational structure requires two or more subordinate levels of supervision. A Program Manager I serves in a second level managerial capacity to provide management and supervision of various units and/or programs.

SUPERVISION EXERCISED AND RECEIVED

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

TYPICAL DUTIES

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

- Manages and administers assigned units and/or programs.
- Selects, trains, evaluates and disciplines subordinate staff.
- Serves as a resource for interpretation of Federal and State laws affecting the assigned program.
- Assists in the development of policies and procedures; reviews and assures proper procedures are in place and followed.
- Performs analysis and prepares detailed written reports of findings pertaining to the quality and efficiency of services provided within the assigned program.
- Maintains current awareness of changes in laws and regulations and keeps subordinate staff informed.
- Provides professional and technical consultation on complex program matters.
- Assists and participates in the development of in-service training and staff development programs.
- Assists in preparation of budget information related to assigned programs.

- Represents the department at community organizations, public gatherings and meetings.
- Enters and retrieves information from an automated computer system
- Performs other duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

- Employment, eligibility, social services, and other public social services programs.
- Principles and practices of supervision and management, employee development and public relations.
- Public funding and budget preparation.
- Community needs and resources.

Ability to:

- Plan, organize, and direct the work of others.
- Interpret rules and regulations.
- Analyze situations accurately and adopt an effective course of action.
- Speak and write effectively.
- Enlist the cooperation of and work effectively with community organizations, government agencies and others.
- Work effectively with county board of supervisors.
- Establish goals and objectives.

MINIMUM QUALIFICATIONS (Education and/or Experience)

EITHER

One (1) year of experience performing duties comparable to a Social Worker Supervisor I or II, Eligibility Supervisor, Employment & Training Worker Supervisor or Staff Services Manager I or II;

OR

A graduate degree in public administration or business administration or a Master's Degree in Social Work or a master's degree from a two year counseling program **AND** One (1) year of experience in employment, eligibility, or social service work in a public social service agency.

DRIVER LICENSE REQUIREMENT:

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

Date Established: 06/07/02
Date Revised: 07/01/03

SECRETARY III

CLASSIFICATION DEFINITION

Under limited supervision, the Secretary III provides general secretarial and administrative support for the Department Director, relieving the Director of routine office, technical, and administrative detail; performs complex and highly responsible office support work requiring independence, initiative, and discretion; interprets policy and administrative regulations; may supervise the work of clerical support staff; and performs related work as required.

The Secretary III performs a variety of administrative tasks with a minimum of supervision, in addition to office support duties. Positions in this class normally exist only in those departments where the Director has delegated a substantial amount of administrative detail and non-routine work.

The classification of Secretary III differs from the Secretary II in that the latter provides secretarial and administrative support for an Assistant/Deputy Director, or head of a regional office, or a major division in a large department; the Secretary III differs from the Secretary I in that the latter provides secretarial and administrative support for a manager or supervisor.

TYPICAL DUTIES

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

- Screens incoming correspondence routed to the Director, refers for reply to appropriate staff member, and follows up to ensure that deadlines are met.
- Arranges correspondence for Director's personal reply in order of priority, with appropriate background material attached for reference.
- Composes correspondence independently or in accordance with general instructions, requiring a thorough knowledge of the procedures and policies of the office.
- Reviews outgoing correspondence prepared by other staff members for Director's signature, checking for consistency with administrative policy as well as for format, grammatical construction, and clerical error.
- Gathers and summarizes data.
- Attends meetings and conferences, takes notes and/or summarizes notes into minutes and distributes to appropriate staff.
- Takes and transcribes difficult and confidential dictation.
- Screens a variety of visitors and telephone calls, refers to other staff members or personally gives out authoritative information on established departmental programs and policies.
- Arranges meetings for Director, prepares agendas, and makes adjustments as necessary in scheduled meeting times.
- Relieves the Director of routine office details.
- Maintains confidential and administrative files.
- May supervise the work of clerical support staff.

- Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

- Clerical and administrative office practices and procedures.
- English grammar, vocabulary, spelling, punctuation, and composition.
- Business letter writing.
- Supervisory techniques and practices.
- Methods and techniques used in researching, proofing, evaluating, gathering, organizing and arranging data.

Ability to:

- Understand and apply specific rules, codes, regulations, procedures, policies, and precedents.
- Interpret, apply, and explain administrative and department policies, regulations, and procedures.
- Follow written and oral instruction.
- Identify and correct technical inaccuracies.
- Provide verbal and written technical direction to others.
- Work independently in performing assignments and in resolving problems and deviations.
- Use good judgment in recognizing scope of authority.
- Meet the public in situations requiring tact, diplomacy, discretion, and poise.
- Maintain confidentiality.
- Establish and maintain effective working relationships.
- Organize and revise the maintenance of department files; research, proof, evaluate, gather, organize, and arrange a diversity of information; keep complex records and prepare reports.
- Type a variety of material to include graphs, charts, statistical reports, and standardized forms.
- Independently research and prepare correspondence in answer to inquiries about department records, programs, services, and regulations.
- Provide supervision, direction, and training to clerical support staff.

MINIMUM QUALIFICATIONS (Education and/or Experience)

EITHER

One (1) year of full-time experience as a Secretary II;

OR

Two (2) years of full-time experience as a Secretary I

OR

Four (4) years of full-time experience performing significant and progressive responsible office clerical duties, that has included some lead-work responsibilities and secretarial tasks or relief of some administrative detail.

DRIVER LICENSE REQUIREMENT

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

CAREER OPPORTUNITY

HEALTH & HUMAN SERVICES SPECIALIST

(MSS TITLE: ELIGIBILITY AND SERVICES TECHNICIAN)

INYO COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

Monthly Salary: $2,698 - $3,282

Application Deadline:
December 19, 2008
Close of business

Oral Examination:
Tentatively scheduled for the week of **January 5, 2009**

Location:
The administrative offices for the Inyo County Department of Health & Human Services are located in Bishop, California

The existing eligible list will be abolished upon completion of this examination.

SEE REVERSE FOR INSTRUCTIONS ON HOW TO APPLY FOR THIS POSITION

The Position
This position regularly assists with a limited range of eligibility and/or adult social services cases. Under general supervision, the incumbent may interpret and explain regulations and policy to clients; determine the need for and provide basic social services and case management services to eligible clients; learn and apply basic case study methods and casework services; instruct parents and elderly clients in the development of household management skills; provide assistance to Social Workers with such things as transportation and coordination of services for elderly clients; maintain records and input data on the computer; provide clerical support to Adult Services staff; work with other local agencies in obtaining necessary documentation for casework; and perform other related duties as assigned.

Minimum Qualifications
While the following requirements outline the minimum qualifications, the department reserves the right to select applicants for further consideration who demonstrate the best qualifications match for the job. Meeting the minimum qualifications does not guarantee an invitation to the test.

Two years of full-time experience performing duties comparable to a Vocational Assistant, Homemaker, or Office Assistant II;

OR

Academic education beyond the twelfth grade may be substituted for one year of the required experience on the basis of either: one year of general education being equivalent to one year of experience; or one year of education of a business or commercial nature being equivalent to one year of experience.

Additional Information
License: A valid driver's license may be required at the time of appointment. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.

Current and future vacancies will be filled contingent upon continued funding; should funding cease, position will be eliminated.

MSS *Merit System Services*

REGISTERED DIETICIAN
WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM MANAGER

DEFINITION: Under the direction of the Prevention Coordinator, to plan organize and direct the WIC program: to provide nutritional counseling and education to WIC participants; provide program oversight and compliance for the Inyo Mono Senior Program.

ESSENTIAL JOB DUTIES: Supervises and trains staff to maintain client records, completes dietary assessments, documents client notes and maintains voucher control; insures compliance for nutritional assessments; individually counsels high-risk referrals and leads group classes in breastfeeding and Perinatal care; completes and implements annual nutritional services plan for WIC program; trains staff to use prepared materials for individual counseling and group classes; assists in the preparation of the WIC budget and writes the annual reapplication report and prepares for the state audit process. Provides Registered Dietitian services to the Inyo Mono Senior program (IMAAA) to include: compliance with IMSP nutrition services in compliance with the CDA program regulations; develop and implement regular monitoring of kitchen staff, site coordinators and program participants to insure program compliance and ongoing quality improvement; review all menus and make changes as necessary; develop "special diet" protocols and provide individual counseling as necessary; provide biannual inspections in kitchen sites; develop nutritional education and health promotional materials for distribution on a regular basis; work with Title VI nutrition providers to coordinate services between IMAAA and Title VI

EMPLOYMENT STANDARDS
Education/Experience: A Bachelor's degree in nutrition or a related field. Must meet the requirements of a registered dietician. One year of progressive supervision of staff preferred. One year of community dietetic experience preferred.

Knowledge of: Health and nutritional issues for women, infants, children; and seniors; local, state, and federal programs; community resources; supervision techniques, administration and budgeting; and cultural competence.

1-9-02

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AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN OPEN RECRUITMENT FOR:

PROGRAM SERVICES ASSISTANT I/II (PART-TIME)

Up to 19 hours per week (no county benefits) OR up to 29 hours per week (with prorated benefits), depending upon the position

DEPARTMENT: Health and Human Services, IMAAA Senior Program
LOCATION: Countywide**
SALARY: PSA I: Range 39 $10.80 per hour
PSA II: Range 42 $11.55 per hour

DEFINITION: Provides designated homemaking services and assistance to an assigned client base within clients' environment and home; provides escort/transportation resources in the pick-up and delivery of requested items for clients; assists in other support activities as assigned; and functions as a positive and cooperative team member.

ESSENTIAL JOB DUTIES:
Provides home care to clients by assisting with household duties such as reheating meals, mopping, vacuuming, cleaning bathrooms, washing/drying clothes, and meal preparation, serving, and clean-up. Picks up groceries and supplies to be used for meal preparation, picks up prescriptions, picks up and delivers mail, and runs other errands for senior clients. Operates a vehicle in a safe manner over a variety of routes in accordance with established laws and policies. Schedules medical and other related resource appointments for clients upon request and according to clients' needs and instructions. Transports ambulatory and non-ambulatory passengers to appointments on other necessary trips, and assists clients in and out of vehicles and to destination. Assists in the preparation of foods for seniors, including main dishes, baked goods, sauces, soups, meats, and vegetables in conformance with state and federal regulations, local health ordinances and County policies and with the purpose of providing food that appeals to sight and taste. Delivers pre-packaged food to clients' homes and/or to senior facilities for future distribution. Assists clients with routine personal bookkeeping and banking practices, including recording items, balancing checkbooks, completing bill paying responsibilities, bank deposits and withdrawals and other related correspondence, according to established policies and practices and upon request. Observes clients in a variety of activities and situations and provides feedback to case management regarding client awareness and general health. Reports any changes to clients' demeanor or alertness as assigned and upon request. Provides respite to clients' spouse or live-in care giver by attending to and overseeing clients in their homes and/or running errands to relieve live-in care giver of care giving responsibilities. Reviews pharmaceutical instructions, monitors, and assists clients' as they prepare their medications for daily/weekly use according to prescription. Answers clients' questions and concerns and/or refers to appropriate resource as necessary. Completes proper documentation, including various reports and tracking sheets, as directed and per established procedures. May monitor, and coordinate the work of volunteers and/or other staff as assigned. Performs other duties as assigned.

EMPLOYMENT STANDARDS

TRAINING AND EXPERIENCE:

Program Services Assistant I: Requires a high school graduate or equivalent with at least one year of experience providing homemaking, personal care giving, or transportation for a geriatric and/or special needs population.

Program Services Assistant II: Requires a high school graduate or equivalent with at least two years of experience providing homemaking, personal care giving, or transportation for a geriatric and/or special needs population OR one year working as a Program Services Assistant I.

KNOWLEDGE OF:

Basic daily living needs, including hygiene, exercise, entertainment, food, clothing and shelter of assigned population. Routine and basic sanitary and safety practices related to food preparation and home health care and support. Standard and accepted English spelling, punctuation and grammar. Standard and accepted principles and practices of workplace safety. Standards and accepted safe driving practices.

ABILITY TO:

Learn and work effectively with special needs and/or geriatric clients or other designated special populations, including individuals with physical and/or mental disabilities. Understand and carry out a variety of both oral and written instructions in an independent manner. On a continuous basis, know and understand all aspects of the job and observe safety rules. Intermittently review papers and log entries. Accurately identify situations involving client's needs and circumstances. Accurately identify safety hazards for assigned clients and address as appropriate. Locate equipment and supplies. Interpret work orders. Remember client's names and verbal instructions. Understand and explain assigned program's policies and procedures to clients, staff, family members and the general public. Relate positively to clients and establish trust and rapport. Work cooperatively as part of a team providing services and treatment to special needs clients. Work with various cultural and ethnic groups in a tactful and effective manner. Respond to emergency situations in an effective, timely, and calm manner. Obtain relevant information through interviews and observations. Work effectively with constant or sporadic interruptions. Perform routine clerical tasks including mathematical calculations, such as addition, subtraction, multiplication, and division. Operate routine food preparation, housekeeping and personal care equipment in a safe and effective manner. Communicate effectively and tactfully in both oral and written forms. Provide assigned duties that include continuous physical labor in a safe and effective manner for self and others. Establish and maintain effective working relationships with those contacted in the performance of required duties. Consistent attendance is an essential function of the position.

Special requirements: Must possess or obtain by appointment date a valid operator's license issued by the California Department of Motor Vehicles; must have ability to lift and carry up to 25 pounds; must successfully complete pre-employment background investigation and County physical examination prior to employment.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, and oral interview.

APPLICATION: Applications **must be received** in the Personnel Office, P.O. Box 249, Independence, CA 93526, no later than 5:00 p.m. on _____ (postmarks not accepted). Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached".** Incomplete applications will not be processed. Applications may be faxed to meet deadline—original application with original signature must also be received.

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AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN **OPEN RECRUITMENT** FOR:

SENIOR CITIZEN SPECIALIST III (PART-TIME)

DEFINITION: This position has responsibility for the coordination of senior services and programs in a geographically assigned area; and other related duties as assigned. Programs will include some of the following: nutrition, transportation, outreach, escort, information and referral, in-home and volunteer services.

ESSENTIAL JOB DUTIES: Identifies seniors' needs and meets on site or refers to appropriate individual or agency; coordinates operations of assigned senior center/area; organizes social activities; coordinates and helps to develop plans to stimulate community interest and involvement in the senior programs; coordinates and trains volunteers; attends meetings and in-service training; maintains various statistical records and individual case files; compiles and submits monthly statistical reports complying with CA Department of Aging, Inyo-Mono Area Agency on Aging, and County standards; maintains stock of office and other related supplies and reorders as needed; assesses individually all home-delivered (C2) recipients and in-home service clients; counts and deposits all program income donations for area services; maintains appropriate receipts/documents of all transactions; follows CA Department of Aging, Inyo-Mono Area Agency on Aging, and County policies and procedures; schedules and oversees the work of in-home workers and drivers; fills in for any area positions if necessary and appropriate.

EMPLOYMENT STANDARDS

Education/Experience: High school graduate or equivalent with two (2) years experience in social service work; food service management, or related prior public contact experience.

Knowledge of: California State and Inyo-Mono Area Agency on Aging policies, rules, and regulations for administering senior programs; local area needs and available resources; basic principles of supervision and office administration.

Ability to: Understand oral and written instructions; work independently, yet represent Inyo-Mono Senior Program; supervise food preparation operations; strong communication and problem solving skills; ability to communicate and cooperate effectively with those contacted in the course of work, the general public and fellow employees; maintain confidentiality at all times. Must have physical ability to sit, stand, walk, twist, lift and carry up to 25 pounds, climb and descend stairs.

Special requirements: Must possess or obtain by appointment date a valid operator's license issued by the California Department of Motor Vehicles; must successfully complete a pre-employment background investigation and physical examination.

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COOK

ESSENTIAL JOB DUTIES: Personally prepares and cooks a variety of food; cuts and prepares all types of meat, poultry, and fish; cooks and prepares vegetables, salads, desserts, soups, and beverages; prepares special diets as directed; follows recipes relative to methods of preparation; cleans and maintains utensils, equipment, and work areas; supervises and assists in the cleaning of kitchen facilities and equipment; may train others in the preparation, cooking, and serving of food; plans food production to coordinate with meal serving hours.

EMPLOYMENT STANDARDS

Education/Experience: High school graduate or equivalent with two years of experience planning and cooking meals in an institutional or commercial establishment.

Knowledge of: Methods and equipment used in the care, preparation, cooking, and serving of food in an institutional or commercial establishment; kitchen sanitation and safety measures; and the operation, cleaning, and care of utensils, equipment, and work areas.

Ability to: Prepare, cook, and serve food in large quantities; keep records; supervise and train kitchen helpers; work cooperatively with those contacted in the course of work. Ability to stand and walk, with bending, stooping, squatting, twisting, reaching; occasionally lift over 25 pounds, and frequently lift 10 to 25 pounds.

Special requirements: Must possess or obtain by appointment date a valid operator's license issued by the State Department of Motor Vehicles; must successfully complete a pre-employment background investigation and physical examination, including drug screen, tuberculosis screening test, and evaluation for immunity to contagious illnesses. Must be available to work various shifts and on weekends and holidays. Must successfully complete a food safety course.

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COOK'S ASSISTANT

DEFINITION: Under general supervision of the head cook, is responsible for assisting in meal preparation and service of nutritionally sound, tasty, and attractive meals to project participants.

ESSENTIAL JOB DUTIES: Assists the head cook in the preparation and pre-preparation of a variety of foods as indicated on the menus, utilizing standardized recipes and coordinating cooking process as meals are prepared and served on schedule. Prepares high quality food in specified quantities; packages meals for home-delivered and frozen meals.

EMPLOYMENT STANDARDS

Education/Experience: High school graduate or equivalent with one year experience cooking meals in an institution or commercial establishment.

Ability to: Assist the head cook with receiving, storage, and inventory of food items; in supervising the serving of food to ensure portion control, temperature maintenance, proper handling, and sanitation; in packaging of bulk foods for sites to ensure temperature maintenance, proper handling, and sanitation, with storage and disposal of leftovers; is responsible for cleaning and maintenance of work area, equipment, and compliance to cleaning schedule; assist the head cook with sanitation and housekeeping procedures; attend and participate in all in-service training with regard to nutrition and/or food service; and perform other duties as assigned. Must have ability to stand and walk, with bending, stooping, squatting, twisting, reaching; occasionally lift over 25 pounds, and frequently lift from 10 to 25 pounds.

Special requirements: Must possess a valid operator's license issued by the California Department of Motor Vehicles; incumbents must successfully complete a background check and physical examination including a tuberculosis screening test, evaluation for immunity to contagious illnesses, and drug screen prior to employment.

ATTACHMENT

E

ABILITY TO MEET FEDERAL ASSURANCES

CALIFORNIA DEPARTMENT OF AGING
STANDARD AGREEMENT
EXHIBIT D, ARTICLE II.
ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.) Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC. Section 2000d; 45 CFR Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR 98323) (Chapter 182, Stats. 2006)

3. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.).

4. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, the State shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

H. Facility Construction or Repair (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).

b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).

c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8).

d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).

2. The Contractor shall not use payments for construction, renovation, alteration, Improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.

3. When funding is provided for construction and non-construction activities, the Contractor or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 andExecutive Order 11738).

5. Public Contract Code Section 10295.3.

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors: [45 CFR 92.35]

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

e. Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or

f. Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.

2. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.

2. These documents must also identify the action taken.

3. Documentation in the form of a resolution, order, or motion by the Governing Board of the Area Agency on Aging is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the Area Agency on Aging Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Agreement.

2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. Corporate Status

1. The Contractor shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

N. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan,or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all sub-recipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
15

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

FROM: Probation Department

FOR THE BOARD MEETING OF: April 10, 2012

SUBJECT: Community Corrections Partnership Plan in accordance with the Public Safety and Realignment Act of 2011 (Assembly Bill 109)

DEPARTMENTAL RECOMMENDATION: Request Board to 1) approve the local Community Corrections Partnership Plan in accordance with the Public Safety and Realignment Act of 2011 and as recommended by the Community Corrections Partnership (CCP) and approved by the Executive Committee pursuant to Penal Code Sections 1230 and 1230.1; 2) authorize the Inyo County Board Chairperson to sign the Plan; and, 3) designating the Probation Department as the Supervising Entity for post-release community supervision offenders pursuant to Penal Code Section 3451.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: In June 2011, the Chief Probation Officer presented information on Senate Bill 678: Criminal Recidivism [California Community Corrections Performance Act of 2009 (SB678)] and Assembly Bill 109: Criminal Justice Alignment [Public Safety and Realignment Act of 2011 (AB109)], at which point your Board appointed Kevin D. Carunchio, the County Administrative Officer, as the Board's representative.

Background: Senate Bill 678 authorized each County to establish a Community Corrections Performance Incentives Fund (CCPIF) and authorized the State to annually allocate money into a State Corrections Performance Incentives Fund to be used for specific purposes relating to improving local probation supervision practices and capacities. SB678 provided a formula based system for sharing State savings with Probation Departments for improved supervision of felony probationers and reduced prison admissions. SB678 required each County using CCPIF funds to identify and track specific outcome-based measures and report to the Administrative Office of the Courts on the effectiveness of the programs paid for by the CCPIF. In addition, SB678 required the community corrections programs be developed and implemented by the Chief Probation Officer, as advised by a Community Corrections Partnership (CCP). The bill established within each county local Community Corrections Partnership an executive committee, as specified, to recommend a local plan to the County Board of Supervisors on how AB109 should be implemented within that county.

Assembly Bill 109: Criminal Justice Alignment [Public Safety and Realignment Act of 2011 (AB109)] was signed into law in April 2011, which shifted incarceration of inmates convicted of offenses deemed non-serious, non-violent and non-sexual offenders to County jails and supervision of those offenders to Probation Departments. AB109 established an Executive Committee, chaired by the Chief Probation Officer, which would make a recommendation to the Board of Supervisors on how to spend the monies.

Funding: Specifically, AB109 legislation required each county to develop its own implementation plan on how best to utilize sanctions and evidence-based practices to improve services and reduce recidivism. As a result, the State created a community corrections grant program to assist in the burden placed on local agencies.

State funding for public safety realignment has been allocated to the Local Community Corrections Account within each County's local revenue to meet the planning needs of its Community Corrections Partnership and Executive Committee. Based on several factors, the State has distributed to Inyo County $100,000 in planning grant monies, said monies are currently being held in the County's Public Safety Realignment Trust account. An additional $129,998, also based on several factors, is anticipated for training and implementation ($20,320), which includes District Attorney and Public Defender activities, and programming ($109,678) of the Community Corrections Plan (Plan), totaling $229,998 in funding.

In 2010, the Inyo County Probation Department was awarded a grant through the California Office of Emergency Management (CalEMA) in the sum of $54,354.00, to be utilized as start-up dollars for the purpose of implementing evidence based practices in adult probation, as provided for in SB 678. That $54,354 was pooled with grants received by member counties of the Central California Probation Consortium (Consortium), and utilized to purchase and implement the STRONG risk assessment for use in identifying the risk levels of clients currently on probation and thereafter create evidence based case plans to assist in supervision and case management. Furthermore, in 2010, the Probation Department commenced a series of in-service departmental trainings for its entire staff, to commence preparation for the culture change necessary to implement evidence based practices as required by SB 678. These efforts proved to be building blocks for what would eventually become requirements under AB 109.

Inyo County's Community Corrections Plan

Over the last several months the Community Corrections Partnership and the Executive Committee worked with members of the public and other County and private agencies to discuss and evaluate the new responsibility placed on the County. After numerous meetings and discussions, the Executive Committee of the Community Corrections Partnership completed a Plan. On March 16, 2012, the Executive Committee approved the attached Plan, including a budget. The Plan provides recommended allocations for FY2011/12 and projects future year funding needs assuming the State provides a stable source of funding. Future funding recommendations to your Board will be based on data regarding outcomes and measureable impact to the local justice system.

The initial projects for costs and staffing included in the Plan were based on current and anticipated projected information regarding numbers of offenders to be under Inyo County jurisdiction. County Departments will return to the Board in the future to increase appropriations and establish new allocations and with specific service contracts. Allocation increases will be phased-in on an "as needed basis". The Chief Probation Officer, in cooperation with the County Administrative Officer, and the Executive Committee of the CCP will review these recommendations to ensure available resources are effectively allocated.

Inyo County's Public Safety Realignment Plan addresses the roles, responsibilities and activities proposed for County agencies, the courts, law enforcement agencies and community treatment providers for implementing the new public safety realignment legislation. The Plan does not include the specifics of how each Participant will accomplish the implementation of public safety realignment, as the specifics are left to be determined by the experts within each Agency. However, the Plan does recognize the anticipated short and/or long term effects of the realignment on each individual Participant. Below is a synopsis by agency of the plan:

The Probation Department component of this Plan includes the ability to accommodate an increase in cases; reduce caseload size consistent with evidence based practices; and, increase responsibilities within the Department such as the supervision of electronic monitoring cases and the implementation and use of evidence based skillsets. It includes the necessity for the Department to engage in on-going training and evaluation of its personnel and the on-going evaluation of its policies and procedures.

The Sheriff's Department/Jail component of this Plan recognizes that with the increase of long term County Jail prison commitments combined with PRCS commitments and potentially CDCR parole violators, to be housed locally, will place a burden over the next few years on the Jail's housing, medical services, vocational, educational, and literacy needs of its inmates. A strategy will therefore have to be developed that takes into account the need to reduce the number of inmates being housed while pending trial; that reduces the current misdemeanor population being housed for shorter term jail commitments; and, that reduces the current population of offenders being housed for low level technical violations of probation.

The Inyo County Superior Court component of this Plan recognizes that the Judges will have the challenge of fashioning local sentences, including split sentences and probation sentences, that are informed by evidence based practices and balancing the rehabilitative needs of the offender with the restoration of the victim and the safety of the community. Thus, there will be a need for greater reliance on the Probation Department's pre-sentence investigations, in addition to a greater reliance on the arguments of both the defense and prosecutor to provide the Court with information that is informed by statute and grounded in evidence based practice. Given the significant changes to sentencing statutes, it is anticipated that the Court will be impacted by cases that are prolonged due to lengthy and repeated settlement hearings.

The Inyo County District Attorney's office component of this Plan recognizes that their Department will initially be significantly impacted with an anticipated increase in 1) the workloads of prosecuting attorneys arising out of the changes in sentencing options that will be available to resolve cases; 2) time and effort reviewing reports and evidence; 3) preparing and processing paperwork; and, 4) court appearances.

The Inyo County Public Defenders component of this Plan recognizes that the Public Defenders will be similarly impacted as the District Attorney's office in that workloads will be significantly impacted.

It is anticipated that given the substantial new changes to the law, both defense and prosecution counsel will be required to travel to and engage in continuing education to learn the new law and how to utilize it effectively in an adversarial context.

The City of Bishop Police Department component of this Plan recognizes that AB109 will most likely not have a significant initial impact on the Police Department given the relatively small numbers of offenders that are scheduled for release and that will reside in the City of Bishop. However, there will be a need for Patrol staff to be trained in statutes relative to the arrest and incarceration of both PRCS and Mandatory Supervision offenders who violate the terms and conditions of their supervision. The long term impact of AB 109 on both patrol patterns and the fiscal needs of the department is presently difficult to assess, given the unknown quantity of offenders that will be residing in the City in coming years.

The Inyo County Health and Human Services component of this Plan recognizes that with the release of inmates there will be initially a slight increase in 1) the participation of treatment programs; 2) educational services; 3) health and medical care; and, 4) housing needs. However, as the volume of referrals increases the Department anticipates a significant increase in providing services as a result of AB109, which as a result, may include the need to expand program staff.

It is recommended that the Board of Supervisors approve the local Community Corrections Partnership Plan in accordance with the Public Safety and Realignment Act of 2011 as recommended by the Community Corrections Partnership (CCP) and approved by the Executive Committee and designate the Probation Department as the Supervising Entity for post-release community supervision population.

ALTERNATIVES: The Board could choose not to approve the Plan; however, this is not recommended as the Agencies, acting as the Community Corrections Partnership Executive Committee, were involved in the composition of this Plan and have approved it. If the Board chooses not to approve the Plan, the Board will need to give direction to the Chief Probation Officer, Chairperson of the Executive Committee.

OTHER AGENCY INVOLVEMENT: Community Corrections Partnership Executive Committee [Chief Probation Officer, Sheriff, District Attorney, County Administrative Officer, City of Bishop Police Chief, Director of Health and Human Services, representative of Public Defenders (Elizabeth Corpora)]

FINANCING: Currently, $100,000 is being held in the County's Public Safety Realignment Trust account. As necessary, monies will be budgeted and transferred in to the Probation General Budget 023000. Currently, a portion of the CalEMA grant monies are budgeted in the FY2011/12 Probation General Budget.

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 3-23-12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: ✓ Date 3/27/12
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 3/28/12

Inyo County Community Corrections Partnership Report and Recommendation to the Board of Supervisors on Assembly Bill 109, The Public Safety Realignment Act of 2011.

Public Safety Realigment Act of 2011

County of Inyo-Community Corrections Partnership Plan

Approved on April 10, 2012

AB 109
The Public Safety Realignment Act
Inyo County Community Corrections Partnership Plan

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AB 109
The Public Safety Realignment Act
Inyo County Community Corrections Partnership Plan

SUMMARY AND OVERVIEW

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. AB 109 transfers responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation to the counties. Implementation of the Public Safety Realignment Act is scheduled for October 1, 2011.

Additionally, Section 1230 of the California Penal Code is amended to read, "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. (b) The plan shall be voted on by an executive committee of each county's Community Corrections Partnership consisting of the Chief Probation Officer of the county as chair, a Chief of Police, the Sheriff, the District Attorney, the Public Defender, presiding Judge or his or her designee, and the department representative listed in either Section 1230(b)(2)(G), 1230(b)(2)(H) or 1230(b)(2)(J) as designated by the county Board of Supervisors for purposes related to the development and presentation of the plan. (c) The plan shall be deemed accepted by the Board of Supervisors unless rejected by a vote of 4/5ths in which case the plan goes back to the Community Corrections Partnership for further consideration. (d) 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."

Key members of the Inyo County Community Corrections Partnership include:

Executive Committee

Jeffrey L. Thomson, Chief Probation Officer (Chair)

The Honorable Dean T. Stout, Presiding Judge of the Superior Court

Arthur J. Maillet, Inyo County District Attorney (Also representing Victim's Services)

Elizabeth Corpora, Public Defender

Bill Lutze, Inyo County Sheriff

Chris Carter, Bishop Chief of Police

Jean Turner, Health and Human Services Director

Remaining CCP Members and Participants

The Honorable Brian J. Lamb, Judge of the Superior Court

Jacob E. Morgan, Probation Department, Director of Adult and Juvenile Services

Gail Zweir, Inyo County Behavioral Health Director

Marilyn Mann, Health and Human Services, Director of Adult and Children's Services

Sheri Snyder, Employment and Public Assistance Supervisor

Terry McAteer, Inyo County Superintendent of Schools

Eric Pritchard, Inyo County Sheriff's Department, Jail Sergeant

Nate Girardin-Inyo County Sheriff's Department, Correctional Officer

Nick Vaughn, Inyo County Sheriff's Department, Corporal

Darcia B. Lent, Bishop Paiute Tribe Career Development Center

Joel Samuels, Inyo County Assistant District Attorney

Carlos Hernandez, Bishop Paiute Tribe, Employment and Housing

Kevin Carunchio, Inyo County Chief Administrative Officer

Alisa Lembke, Inyo County Probation Department, Administrative Secretary (CCP Secretary)

AB 109
The Public Safety Realignment Act
Inyo County Community Corrections Partnership Plan

BACKGROUND AND INFORMATION

California Assembly Bill 109 is historic legislation that sets into motion a number of fundamental changes related to the incarceration, supervision and treatment of a designated group of offenders, and provides Inyo County with the ability and funding to provide a system of correctional services that address both the rehabilitation of offenders and community safety. AB 109 offers support for community corrections and its multiple goals of offender accountability, surveillance and supervision as well as fiscal accountability.

AB 109 reduces the number of offenders incarcerated in the state prison and releases low level offenders (non-sexual, non-violent offenders and non-serious offenders) to counties of commitment. It also changes the California Penal Code and sentencing practices to keep these low level offenders from being committed to the state prison. Community Corrections as detailed in the Realignment Act are non-prison sanctions imposed by a court that move offenders through a system of services that are evidence based and available to those who will most likely benefit from them, thereby redeeming both offenders and economies. The magnitude and scope of the legislation has required a paradigm shift for the criminal justice system in Inyo County. The justice partners, in conjunction with the Community Corrections Partnership stand ready and competent to provide public safety services, mindful of the realignment focus on evidence based practice solutions for alternatives to incarceration and reentry joined with public services.

To address the anticipated needs of the new realignment population, a number of proposals are recommended that will create a system of fiscally responsible, outcome and data driven, evidence based reforms to current justice system operations. Proposed reforms will be comprehensive, inclusive and transparent. The proposed strategies for reform consider the expected multidimensional needs of the new realignment population and the solutions necessary to achieve a balance between public safety and the spirit of the new legislation. The goals of increased public safety through recidivism reduction can be met at the local level, provided there is a thorough understanding that is informed by and based upon an already established and verified body of knowledge of evidence based practice, principles and programs.

KEY PROVISIONS OF AB 109

Redefining Felonies: Revises the definition of a felony to include certain crimes that are punishable in county jail for 16 months, 2 years or 3 years. Some offenses, including serious, violent and sex offenses are excluded and sentences will continue to be served in state prison.

Felons excluded from serving a state prison sentence in county jail (County Jail Prison Term) include (See Appendix A for a list of crimes excluded from county jail prison sentences.):

- 3rd strikers (Penal Code § 667) or inmates serving a life term.
- Individuals with a prior or current serious felony conviction under Penal Code § 1192.7(c)(1).
- Individuals with a prior or current violent felony conviction under Penal Code § 667.5(c)(1).
- Individuals with an out-of-state felony conviction for a crime that would qualify as a serious or violent felony under California law.
- Individuals required to register pursuant to Penal Code § 290. (Sex offenders)
- Certain excluded offenses (See Appendix "A").
- Individuals with an enhancement pursuant to Penal Code § 186.11. (Theft in excess of $1, 000,000.)

Local Post Release Community Supervision: Offenders released from state prison on or after October 1, 2011, after serving a sentence for an eligible offense shall be subject to, for a period not to exceed 3 years, Post Release Community Supervision provided by a county agency designated by that county's Board of Supervisors. Post Release Community Supervision ***will not*** include:

- 3rd Strikers (Penal Code § 667) or inmates serving a life term.
- Individuals with a current serious felony conviction under Penal Code § 1192.7(c)(1).
- Individuals with a current violent felony conviction under Penal Code § 667.5(c)(1).
- High risk sex offenders as defined by the California Department of Corrections and Rehabilitation.
- Mentally Disordered Offenders (MDO).

Mandatory Supervision: Mandatory Supervision is the term given to the period of supervision imposed as part of a, "split sentence," under Penal Code § 1170(h)(5). As a sentencing alternative for those offenders sentenced to County Jail Prison Terms, the Court has the authority to suspend the balance of term of incarceration and order the defendant to a period of mandatory supervision with conditions similar to those of probation. While probation departments have jurisdiction over this subgroup, these offenders are not on a traditional grant of probation, although they will be managed under the terms and procedures similar to probation.

Revocations Heard and Served Locally: Post Release Community Supervision and parole revocations will be served in local jails. By law, the maximum revocation sentence is up to 180 days in county jail, with the exception of paroled, "lifers," who have a revocation term of greater than 30 days. The local Courts will hear revocations of Post Release Community Supervision while the Board of Parole Hearings will conduct parole violation hearings through July of 2013.

Changes to Custody Credits: Jail inmates will be able to earn four days of credit for every two days served. Time spent on home detention (i.e., electronic monitoring) is credited as time spent in jail custody, with participants earing day for day credit.

Alternative Custody: Penal Code Section 1203.018 authorizes electronic monitoring for inmates being held in the county jail in lieu of bail. Eligible inmates must first be held in custody for 60 days post-arraignment, or 30 days for those charged with misdemeanor offenses.

Community-Based Punishment: Authorizes counties to use a range of community based punishment and intermediate sanctions as an alternative to jail.

Flash Incarceration: Flash incarceration entails a brief jail stay of up to 10 days, to motivate treatment and probation compliance. This method receives strong theoretical support based on the notion that sanctions must be swift, specific, consistent and use the least amount of punishment necessary to achieve the desired behavioral change. Research indicates the most important elements are swiftness and certainty that the punishment will occur, but as severity increases, the correlation with behavior change does not necessarily increase. No custody credits or good/work time credits are applied to periods of flash incarceration.

Contracting Back: Counties are permitted to contract back with CDCR to send local offenders to state prison or fire camps. Counties are also permitted to contract with public community correctional facilities. Contracting back does not extend to parole violations.

Traditional Probation: AB 109 does not change, "traditional," probation or make changes to probation eligibility.

SB 678 California Community Corrections Performance Act

In 2009, the State of California enacted Senate Bill 678, the California Community Corrections Performance Act of 2009, which provided a formula based system for sharing State savings with Probation Departments for improved supervision of felony probationers and reduced prison admissions. In 2010, the Inyo County Probation Department was awarded a grant through the California Office of Emergency Management (CalEMA) in the sum of $54,354, to be utilized as

start-up dollars for the purpose of implementing evidence based practices in adult probation, as provided for in SB 678. That $54,354 was pooled with grants received by member counties of the Central California Probation Consortium, and utilized to purchase and implement the STRONG risk assessment for use in identifying the risk levels of clients currently on probation and thereafter create evidence based case plans to assist in supervision and case management. Furthermore, in 2010, the Probation Department commenced a series of in-service departmental trainings for its entire staff, to commence preparation for the culture change necessary to implement evidence based practices as required by SB 678. These efforts proved to be building blocks for what would eventually become requirements under AB 109.

AB 109-FISCAL IMPACT

Funding Formula and Issues

The formula establishing statewide funding allotments for AB 109 implementation in Fiscal Year 2011-2012 was developed by the State Department of Finance and agreed to by the County Administrative Officers (CAO) and the California Association of Counties (CSAC). The funding available through AB 109 is based on a weighted formula containing three elements:

- 60% based on the estimated average daily population (ADP) of offenders meeting AB 109 eligibility requirements.
- 30% based on U.S. Census Data pertaining to the total population of adults (18-64) in the County as a percentage of the statewide population.
- 10% based on the SB 678 distribution model.

INYO COUNTY FUNDING FY 11/12	AMOUNT
Public Safety Realignment Funding	$109, 678
District Attorney/Public Defender Activities	$6,845
AB 109 Planning Grant (one-time funding)	$100,000
AB 109 Training/Start-up Activities, including hiring, retention, training, data improvement, contracting costs and capacity planning. (one-time funding)	$13, 475
TOTAL	$229, 998

Of particular concern is the lack of agreement on the distribution formula for subsequent years. If future allocations are determined by a different formula, such as one based upon population only, there will be a significant shortage in funding. If the formula remains the same, initial revenue should double in FY 12/13 and triple in FY 13/14. Funding for FY 14/15 is slightly above FY 13/14. Presently, Governor Jerry Brown is pursuing a constitutional amendment to

guarantee counties continued realignment funding, however, his success or failure remains to be seen.

Given, therefore, the present unpredictable nature of continued funding, the realignment plan must take into consideration resources that are presently available in Inyo County in addition to implementation of fiscally responsible, data driven programs with proven outcomes that can be sustained for the long term. Funding will initially be used to assist in the training of criminal justice agency staff, to assist in the implementation of evidence based programs and to supplement existing programs and contracts, with reserves maintained in the event state funding is limited or does not continue beyond 2012.[1]

PROJECTED REALIGNMENT POPULATION/JUSTICE SYSTEM IMPACTS

Post Release Community Supervision Population

According to the California Department of Corrections and Rehabilitation, projected inmates to be released to Inyo County during the first year of implementation are as follows:

10/2011	11/2011	12/2011	01/2012	02/2012	03/2012	04/2012	05/2012	06/2012
1	1	4	1	0	0	0	1	0
							TOTAL:	8

It is noted, however, that numbers are expected to be higher than those provided by CDCR, for example, during the month of October, 2011, the Inyo County Probation Department received three (3) Post Release Community Supervision referrals as opposed to the one (1) referral initially reported. Additionally, the Probation Department has received two (2) PRCS clients from transfers in from other counties. The type of offender being referred back to Inyo County for supervision has varied, with two (2) offenders having convictions for felony property crimes and one (1) offender having a conviction for a felony drug crime. It is anticipated that the majority of PRCS offenders being released back to Inyo County will consist primarily of those convicted of drug and theft related offenses, with the remainder having convictions for alcohol related crimes.

With respect to case management, as of March, 2012, the Probation Department has engaged in the arrest of one (1) PRCS client for a drug related violation of her supervision conditions and

[1] See Appendix B for Fiscal Year 2011-2012 proposed budget.

utilized intermediate sanctions, specifically flash incarceration and daily reporting, on two (2) occasions. The Department additionally has proceeded with one PRCS revocation petition related to a client's use of methamphetamine, which resulted in her appearance before the Superior Court and subsequent modification of supervision to include ninety (90) days in jail, daily reporting to the Probation Officer and various counseling programs. That process, due to strict statutory timelines in which revocation proceedings must occur, in addition to the extensive documentation required, proved to be an exceptionally time consuming and somewhat arduous process.

Presently, the Inyo County Probation Department and Inyo County Sheriff's Department have been designated by the Board of Supervisors as co-agencies in charge of the supervision of PRCS clients. One Deputy Probation Officer has been assigned to PRCS supervision, with the Inyo Narcotics Enforcement Team assigned the duty of enforcement and compliance.

Inyo County Probation Department

Total Probation Caseload	Misdemeanor Offenders	Felony Offenders	Serious/Violent/Sex Offenders, Excluded Felons	Non/Non/Non Cases Subject to County Jail Prison	FY 10/11 Felony Probation Revocations
611	369	242	49	193	11[2]

*Snapshot of current caseload as of October 1, 2011

As indicated above, there are presently 611 persons presently on probation in Inyo County. Of those 611 clients, 369 are on formal, supervised probation for misdemeanor offenses, with 242 offenders on probation for a felony conviction. Forty-nine (49) offenders are on probation for an offense that makes them eligible for commitment to the State Prison, *with 193 offenders on probation for an offense that requires commitment to the Inyo County Jail if probation were revoked.* While obviously, not all 193 of those cases would result in revocation and a County Jail Prison term at the same time, the number is never-the-less quite staggering. Furthermore, those 193 cases, if probation were revoked, some would theoretically be eligible for a period of Mandatory Supervision and would thereby return to probation caseloads for supervision, where in the past, they would have been the responsibility of CDCR Parole.

[2] Penal Code Section 1203.2 et. al. Arising out of a probation violation, the process by which a grant of probation is revoked by the Court resulting in either probation being modified with new conditions or, in the case of a misdemeanor, a jail term being imposed, or in a felony case, a state prison term being imposed.

While the initial impact of AB 109 on probation caseloads is insignificant, it is anticipated that the cumulative impact in coming years will be profound, with particular regards to what will be a growing population of offenders coming out of the Inyo County Jail on Mandatory Supervision. In order to accommodate the influx of these cases, combined with the need for the Department to reduce caseload size consistent with evidence based practices, added duties such as the supervision of electronic monitoring cases and the implementation and use of evidence based skillsets, it is anticipated that additional staff will ultimately be needed in the Probation Department Adult Division. As AB 109 presents as the single, most significant event in the history of probation services in California, the culture change necessary for effective and responsible implementation will be dramatic, in many respects necessitating line staff officers having to re-learn how to do their jobs. It will therefore be necessary for the Department to engage in the on-going training and evaluation of its personnel and the on-going evaluation of its policies and procedures. In addition, it will be necessary to develop a reliable system of outcome measures that allows for the constant assessment of programs, line staff skillsets, and supervision practices, so that limited funding can be directed to the most effective practices.

Inyo County Sheriff's Department/Inyo County Jail

Offender Type	Total	% of Total Jail Population
Total Misdemeanor Offenders	20	32
Total Felony Offenders	43	68
Total Pending Trial	41	65
Jail Commitments	22	35
Non/Non/Non Offenders	26	41
State Prison Eligible Offenders	17	27
Non/Non/Non Pending Trial	17	27
State Prison Eligible Offenders Pending Trial	10	16
Misdemeanor Offenders Pending Trial	14	22
Probation Violators (No new charges)	5	.08
Probation Violators (New criminal charges.)	11	17
CDCR Parole Violators	1	.01
TOTAL JAIL POPULATION:	**63** (Based on snapshot of jail population on November 14, 2011)	

The present Inyo County Jail population therefore indicates that the majority of offenders being housed are convicted of, or pending, felony charges and of that population, 26 are non-serious,

non-violent, non-sex offenders that would potentially be required to serve a County Jail Prison term of up to three (3) years or more, if probation were revoked or denied. Those offenders would also potentially be eligible for a split-sentence and Mandatory Supervision. (*The impact of AB 109 has already been experienced in this regard, with one (1) offender presently facing a potential 8 year County Jail Prison Term and five (5) offenders having been sentenced to county jail prison terms for totals averaging 1021 days [511 actual days]. No split sentences resulting in mandatory supervision have occurred with those cases.*)

While as of the present the jail is capable of housing approximately 30 additional inmates, the cumulative effect of long term County Jail Prison commitments, combined with PRCS commitments and the potential for CDCR parole violators being housed locally, it is projected that a minimum of one entire pod will be necessary to house what will be a growing realignment population over the course of the next several years. The fact of long term, County Jail Prison commitments will therefore necessitate expanded medical services at the jail, in addition to increased costs for the feeding and housing of those particular inmates. A strategy will therefore have to be developed that takes into account the need to reduce the number of inmates being housed while pending trial, that reduces the current misdemeanor population being housed for shorter term jail commitments, and that reduces the current population of offenders being housed for low level technical violations of probation. Furthermore, that strategy must consider the provision of additional services at the jail, particularly for inmates being housed for long term commitments, that provides vocational, educational and literacy components, in addition to therapeutic components designed to reduce recidivism.

Inyo County Superior Court

The advent of AB 109 introduces a new era and significant new challenges to the Superior Court. With the dramatic changes in sentencing laws, Superior Court judges will now be challenged with the responsibility of new sentencing options based upon the type of offense for which an offender is convicted. While there is relatively little discretion with regards to where an offender will serve his or her custodial term (County Jail or State Prison), significant consideration will have to be given to fashioning local sentences, including split sentences and probation sentences, that are informed by evidence based practices, balancing the rehabilitative needs of the offender, the restoration of the victim and the safety of the community. Thus, there will be a need for greater reliance on the Probation Department's pre-sentence investigations[3], in addition to a greater reliance on the arguments of both the defense

[3] The Probation Department is mandated by law in felony cases to investigate the background of a defendant, the circumstances of a crime, the impact of a crime on a victim and apply sentencing statutes to a case, culminating in

and prosecutor to provide the Court with information that is informed by statute and grounded in evidence based practice. The historical trust vested in the Probation Department to supervise offenders and enforce the Court's orders will necessarily have to be extended to allow greater discretion in offender supervision and case management that is grounded in evidence based practice, including the use of intermediate sanctions for violations that historically would have required court intervention.

At its outset, it is difficult to predict how AB 109 will impact the court fiscally and procedurally. Given the significant changes to sentencing statutes, it is anticipated that the Court will be impacted by cases that are prolonged due to lengthy and repeated settlement hearings. New procedures arising out of AB 109 are as follows:

PRCS Revocation Proceedings: California Rule of Court 4.540 sets forth the rules and procedures for PRCS revocation proceedings. Under Rule 4.450, when the Probation Department desires to revoke Post Release Community Supervision, the Probation Officer must first file Judicial Council Form CR-300, Petition for Revocation of Community Supervision, which must be accompanied by a declaration in which the Probation Officer sets forth, among other things, a defendant's criminal record, biographical information, information pertaining to the victim, and a chronological history of previous violations of the terms of supervision. Efforts made by the Probation Department to address prior conduct with intermediate sanctions must also be documented. Upon the filing of the petition, the Probation Department must provide copies to the prosecutor and the Public Defender for review. The Superior Court Judge then has five (5) business days to review the petition and declaration and make findings as to whether probable cause exists to uphold the petition, and notify the Probation Department and the parties accordingly. If there is probable cause to uphold the petition, the Court must place the matter on calendar for hearing in a reasonable amount of time. While the PRCS revocation process is somewhat arduous, given the relatively small numbers of PRCS offenders being returned to Inyo County over the initial three (3) years, it is not anticipated that the impact of revocation proceedings will be significant. As of March, 2012, a formal PRCS supervision policy and procedure has been developed and Probation Department staff has been trained. The Inyo County Superior Court has also developed and implemented a PRCS revocation procedure and its staff has also been trained.

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a report and recommendation to the Court for an appropriate sentence. In misdemeanor cases, such pre-sentence investigations are optional, with the exception of misdemeanor domestic violence offenses and sex offenses.

Split Sentences/Mandatory Supervision: In County Jail Prison cases, where the court elects to impose a period of Mandatory Supervision, a procedure will have to be developed for the filing of, and subsequent hearings on, revocation proceedings initiated by the Probation Department. Statutorily, Mandatory Supervision cases operate under the same authority that governs probation modification and revocation procedures. Court procedure will therefore be a relatively simple process of modifying existing procedure in felony probation cases and will not present as having a significant procedural impact on the Court. The long term cumulative impact of those cases on the Court is unknown at this time, however, it is anticipated that ultimately the Court will face challenges, given that County Jail Prison and Mandatory Supervision cases will be the population that will have the most prolonged impact on the local justice system. In the past, this population of offenders was sentenced to state prison and the revocation process occurred at the state prison level where under AB 109, they will now have to be heard at the County level. Where the PRCS population will ultimately dissipate after approximately six (6) years, the County Jail Prison/Mandatory Supervision population will continue to grow and place a new burden upon the Court.

Inyo County District Attorney's Office

The implementation of AB 109 will initially have a significant impact on the Office of the District Attorney, with an anticipated increase in the workloads of prosecuting attorneys arising out of the changes in sentencing options that will be available to resolve cases. Three (3) major impacts are anticipated during the initial phase;

1. The Office of the District Attorney will be responsible for reviewing and prosecuting Post Release Community Supervision revocation declarations that are filed by the Probation Department. While it is anticipated that the amount of revocations will initially be low, those numbers will grow over the course of the first several years. The PRCS revocation process involves a complicated procedure, whereby the Probation Department must file a lengthy declaration as described in the Rules of Court, followed by a judicial review and a subsequent Revocation Hearing if probable cause exists to uphold the revocation. This will necessitate more court appearances by prosecutors in addition to more time and effort spent reviewing cases and more time and effort spent by support staff processing paperwork, such as subpoenas.

2. Prosecutors will be required to make more court appearances (non-PRCS cases) and engage cases for longer periods of time. The changes to the sentencing statutes will have a significant impact on the settlement of new cases, as the majority of felony cases that are

prosecuted in Inyo County involve non-violent, non-serious, non-sex offenses that can no longer result in state prison sentences. Without the possibility of a state prison sentence, it is anticipated that defendants will opt for a jury trial rather than settling a case. It is anticipated that this will result in prolonged settlement discussions and additional jury trials. Presently, the

District Attorney's Office has three (3) full time attorneys employed and is struggling with their current caseload and limited resources. It is anticipated that realignment will serve to heighten this dilemma, which will ultimately become even more exacerbated by the need to prosecute the coming PRCS and Mandatory Supervision revocation cases.

3. The Inyo County District Attorney's Office will have to develop expertise in alternative sentencing and work closely with criminal justice partners to ensure effective sentencing without reliance on incarceration. State prison is excluded as a sentence option for a number of offenses and given that many offenders will be returning to county jail from state prison, merely relying upon the Inyo County Jail to house offenders that formerly would have been housed in state prison will overburden our local jail. To hold these offenders accountable and protect the public, the District Attorney's Office will need to develop creative and effective approaches based upon a risk/needs assessment of the offender.

The increased workload that will be created by these factors will require prosecutors to spend additional time reviewing investigation reports and evidence, as well as making more court appearances for arraignments, settlement discussions and evidentiary hearings such as motions to suppress and preliminary hearings. In addition, clerical staff at the District Attorney's Office will be required to work additional hours to create new case files, prepare files for court appearances, and ensure that witnesses are subpoenaed when required for hearings. The District Attorney's Office is currently understaffed by one (1) Legal Secretary and it is anticipated that one (1) additional Deputy District Attorney will be needed to balance the impending increase in workload.

Inyo County Public Defenders

The impact of AB 109 on local contract Public Defenders will be similar to the anticipated impact on the District Attorney's Office. Where in the past, Public Defender caseloads remained somewhat balanced due to attrition, caseloads are projected to increase given the need to defend clients in both PRCS and Mandatory Supervision revocation proceedings. Furthermore, there is some speculation that more time will be required by attorneys to review cases and evidence, to consult with clients, and to prepare for trials that will arise out of an increasing

difficulty with the settlement of cases. In order to assist with alleviating the pressure of increasing caseloads, the County of Inyo expanded the contract of its most recent Public Defender to include Public Defender services for PRCS and Mandatory Supervision cases. In the event that the designated Public Defender has a conflict of interest with a case, the funds designated for Public Defenders under existing AB 109 funding could be utilized to compensate another attorney appointed by the Court as defense counsel, or another strategy might ultimately be required, such as assigning cases to the same attorney, if available, who previously represented the client in the original case that resulted in a state prison term.

Finally, it is anticipated that given the substantial new changes to the law, both defense and prosecution counsel will be required to travel to and engage in continuing education to learn the new law and how to utilize it effectively in an adversarial context.

Bishop Police Department

It is not anticipated that AB 109 will have a significant initial impact on the Bishop Police Department, given the relatively small numbers of offenders that are scheduled for release and will reside in the City of Bishop. Patrol staff will necessarily have to be trained in statutes relative to the arrest and incarceration of both PRCS and Mandatory Supervision offenders who violate the terms and conditions of their supervision; however, this will occur in collaboration with the Inyo County Probation Department and Inyo County Sheriff's Department. The long term impact of AB 109 on both patrol patterns and the fiscal needs of the department is presently difficult to assess, given the unknown quantity of offenders that will be residing in the City in coming years. At the present, the Bishop Police Department remains committed to collaborating with the Community Corrections Partnership and to providing assistance to partner agencies in the monitoring and enforcement of offenders residing within the City.

Inyo County Health and Human Services

Treatment Programs:

The Behavioral Health Division of Health and Human Services is taking the lead in bringing Aggression Replacement Therapy (ART) in 2012 to our HHS treatment staff and to Adult and Juvenile Probation staff.

Health and Human Services presently has State-certified Substance Abuse Disorder (SUD) counselors trained in the evidence based practice, "Seeking Safety," that targets the symptoms

of trauma as related to SUD. This model will be expanded for use with AB 109 treatment participants. Similarly, the "drug court," model currently is used in the Substance Abuse and Crime Prevention Act (SACPA) services program and can be expanded to AB 109 participants.

For AB 109 participants with co-occurring mental illness and SUD, Health and Human Services currently offers targeted, specially designed treatment groups, as well as intensive case management services for identified consumers with high need. SUD service currently is available weekly in the Inyo County Jail. Health and Human Services is proposing expansion to offer group treatment services in the jail, as well as monthly services from the County psychiatrist.

Fiscal Impact:

1. Existing Mental Health Services Act funds for Workforce Education will be used for at least a portion of the costs of the ART training.
2. It is likely that, over time, there may be a need to expand staff by one or more certified SUD counselors, as well as an expansion of Mental Health services. Health and Human Services is not likely to experience the full impact of the increased need until 12+ months after initial implementation of AB 109. HHS will continue to explore new strategies to help offset the costs of realignment, such as bringing in additional federal Medi-Cal funds.

Employment Services:

The Social Services Employment and Eligibility Division of HHS currently offers classes to targeted individuals in need of job skills and assistance in obtaining employment. Through coordination with the Probation Department, Health and Human Services envisions accepting AB 109 referrals from the Probation Department for rapid turnaround job skills assessments, subsequent admission to the job skills classes, and assistance in locating employment.

Fiscal Impact:

Health and Human Services expects minimal fiscal impact in year one, associated primarily with the Probation Department in developing a referral process and feedback system. There may be minimal costs also associated with increased purchase of testing and assessment tools and job skills curriculum aids. HHS expects to be able to manage these cost increases in year one. As the volume of referrals increases, however, in the out years, HHS may see a need for increased personnel for the job skills services.

Health/Medical Care:

For AB 109 participants who are no longer incarcerated, but are in our communities under electronic monitoring, their health care needs will be addressed like those of community residents, with such services being funded by whatever health insurance plan covers them. Relevant health insurance plans will likely include the new Path2Health being administered by the County Medical Services Program (CMSP) Governing Board, which is scheduled to begin January 1, 2012.

Health care for inmates in the Inyo County Jail is currently problematic in that medical care for inmates-whether at the State or County level-is very costly and exists within a very fragile health care system for such persons. Incarcerated individuals are not eligible for most insurance plans, including Medi-Cal and Path2Health, meaning that their health care needs are paid for out of local discretionary funds that otherwise fund community-based public health services. The extension of jail sentences for three (3) years or more will only serve to exacerbate this problem in that all acute and chronic medical needs of inmates will now be paid for out of local discretionary -public health funds for up to three (3) years instead of the current one (1) year maximum. HHS hopes to continue to work with the Inyo County Jail staff, the District Attorney, Public Defenders and the Court around acute and/or chronic health care conditions of those inmates as we continue to find creative ways to fund necessary health care.

Fiscal Impact:
In the absence of continued cooperation and creativity among staff at the jail, District Attorney, and the Courts, the cost of medical care of incarcerated individuals likely could result in significant reductions of public health services to the community at large.

Housing:

Currently there is no HHS revenue source for housing for individuals other than in the Transitional Housing Program-Pus (THP-pus) which can fund housing *only* for 18-25 year olds who are aging out of the foster care system.

Fiscal Impact:
It is difficult for HHS to gauge the magnitude of the housing need for AB 109 individuals. One might assume that most local AB 109 candidates already have some type of housing. A very small number of them *may* qualify for THP-plus services; however, it is significant to note that

"Criminal justice policies that rely on building and operating more prisons to address community safety concerns are not sustainable, and will not result in improved public safety. California must reinvest its criminal justice resources to support community-based corrections programs and evidence-based practices that will achieve improved public safety returns on this state's substantial investment in its criminal justice system. Realigning low-level felony offenders who do not have prior convictions for serious, violent or sex offenses to locally run community-based corrections programs, which are strengthened through community-based punishment, evidence based practices , improved supervision strategies, and enhanced secured capacity, will improve public safety outcomes among adult felons and facilitate their reintegration into society."

California State Legislature-Penal Code § 17.5, subd. (a)(3)-(5)

the THP-plus revenue source is one of the funding streams that has been, and continues to be, under scrutiny at the State level for possible elimination.

SUMMARY OF EVIDENCE BASED MODELS

The National Institute of Corrections (NIC) in its publication, "A Framework for Evidence Based Decision Making in Local Criminal Justice Systems, 7 Ways to Reduce Recidivism," can provide direction in the implementation of a local plan. The National Institution of Corrections produces many publications designed to assist in the research of and implementation of evidence based practices, however, this particular publication discusses a process for the establishment of local values, principles and processes based on research and evidence that can provide assistance during the planning stages of the Community Corrections Partnership. It is anticipated that the CCP will utilize all evidence based and logic models as it progresses forward in the development and implementation of strategies and services designed to reform the current system.

Offenders have a variety of needs, some of which are directly linked to criminal behavior. These criminogenic needs are dynamic risk factors that, when addressed, affect the offenders' risk for recidivism. The "Big 8" criminogenic needs are: criminal personality; anti-social attitudes, values and beliefs; low self control; criminal friends/associates; substance abuse; dysfunctional family features; low levels of educational or vocational training; and low levels of involvement in pro-social leisure activities. Based on an assessment of the offender, these criminogenic needs can be prioritized so that services are focused on the greatest criminogenic needs.

Source: Motivational Interviewing Training, NCIC, 2003. http://www.nicic.org/Library/019791

7 WAYS TO REDUCE RECIDIVISM

1. What works? Use risk assessment tools to identify risk to reoffend and criminogenic needs.

Research finding: Structured assessment tools predict pretrial misconduct and risk of re-offense more effectively than professional judgment alone. Brief screening tools provide a quick assessment of risk; comprehensive tools provide information on risk to reoffend and effective targets of intervention to reduce future crime.

Examples of policy implications: Law enforcement uses assessments to inform cite versus arrest decisions; prosecutors and judges use assessments to inform plea and sentencing decisions; jails use assessments to determine housing assignments and work release placements; and community corrections uses assessments to determine intensity of supervision.

Examples of practice implications: Law enforcement officers administer brief assessments prior to making cite/release decisions; pretrial services and community corrections conduct assessments prior to key decisions.

2. What works? Direct programming and interventions to medium and higher risk offenders.

Research finding: Recidivism rates are reduced an average of 30% when medium and high risk offenders receive appropriate behavior changing programming. Conversely, offenders assessed as low risk to reoffend do not benefit from behavior changing programming and are slightly more likely to recidivate when they are overly supervised or programmed.

Examples of policy implications: For low risk offenders, prosecutors use diversionary programs, prosecutors and judges avoid excessive conditions of probation, defense counsel advocates for low intensity interventions,

community corrections uses minimal supervision, judges, prosecutors and defense counsel target medium and high risk offenders for programming designed to positively influence behavior.

Examples of practice implications: Agencies performing assessments color code case files as high, medium and low risk offenders for easy identification by decision makers; community supervision agencies use call-in or kiosk reporting for low risk offenders; treatment programs modify admissions criteria to admit only medium and high risk offenders.

3. What works? Focus interventions for medium and higher risk offenders on their individual criminogenic needs.

Research finding: Cognitive behavioral programs are generally the most effective programming interventions for higher risk offenders. Furthermore, employing program interventions that influence the traits that lead to future crime (i.e. criminogenic needs) yield stronger reductions in recidivism (up to an average of a 30% reduction). The net value (the cost of the program less the saving derived from preventing crime) of the average targeted, evidence-based cognitive-based behavioral program, using a cost/benefit formula, is $10,299 per adult offender.

Examples of policy implications: Judges ensure that sentencing conditions align with specific criminogenic needs; community corrections and treatment providers use assessment instruments to identify offenders' criminogenic traits; treatment providers avoid, "one size fits all," programs; cognitive-behavioral services are systematically utilized.

Examples of practice implications: Treatment providers provide program listings that identify the criminogenic needs their services address; community corrections refers offenders to programs based upon a match between offenders' needs and programs' services; county executives/managers ensure that service contracts with treatment providers include accountability measures to make certain that the services provided include cognitive behavioral interventions.

4. What works? Respond to misconduct with swiftness, certainty, and proportionality.

Research finding: Graduated sanctions (i.e. sanctions that increase in severity based on the number and nature of acts of misconduct) increase compliance with supervision and treatment. Swift, certain and proportional actions that reflect disapproval of behavioral misconduct are more effective in reducing recidivism than actions that are disproportionate, delayed, or inconsistent.

Example of policy implications: Court administrators develop polices to move cases swiftly through the court system; judges, prosecutors, and community corrections agencies establish violation decision making guidelines that take into account the risk of the offender and the severity of the violation behavior; all violation behavior is responded to in some fashion; judges and community corrections streamline procedures that allow for swift action following offender misbehavior.

Example of practice implications: Court administrators manage dockets that streamline case processing; community corrections uses a decision making tool to aid supervision officers in structuring their responses to violation behavior; community corrections provides administrative sanctioning processes to address misbehavior quickly.

5. What works? Use more carrots than sticks.

Research finding: The use of incentives and positive reinforcement are effective in promoting behavioral change. Positive reinforcement should be provided at a rate of four reinforcers for every expression of disapproval (or

sanction). Research demonstrates that this formula enhances offenders' motivation to continue exhibiting pro-social behaviors and attitudes.

Example of policy implications: Judges and community corrections develop policies around the structured and specific use of rewards to reinforce positive behavior.

Example of practice implications: Defense counsel requests review hearings when clients reach significant milestones; community corrections acknowledges progress through the posting of awards, writing letters of affirmation, providing complimentary bus passes, praising offenders' behavior to their families, or reducing reporting requirements; law enforcement acknowledges law abiding behavior of known offenders.

6. What works? Deliver services in natural environments where possible.

Research finding: Although treatment services provided in structured (e.g. residential, institutional) settings are demonstrated to be effective, services delivered in natural environments (i.e. settings in offenders' immediate surroundings that most closely resemble pro-social, supportive environments) improve offenders' bonding to the pro-social community and aid in reducing recidivism.

Examples of policy implications: Law enforcement refers to community-based crisis services for offenders with mental health conditions; judges and prosecutors use community-based rather than residential or institutionally based programs when the safety of the community is not in jeopardy; county executives/managers provide support for funding community-based programming options.

Examples of practice implications: Judges, prosecutors, defense counsel, community corrections, and others take inventory of available services to ensure a continuum of service options; community corrections utilizes pro-social family members, employers and mentors to support the offender; resource directories are developed and shared among stakeholders.

7. What works? Pair sanctions with interventions that address criminogenic needs.

Research finding: Research demonstrates that sanctions without programming (e.g. boot camps without a treatment component, electronic monitoring, intensive supervision, incarceration) do not contribute to reductions in recidivism. Modest increases in time served may even increase recidivism.

Examples of policy implications: Prosecutors and judges employ a combination of sanctions and behavior changing programming for purposes of risk reduction; county executives/managers fund a balance of behavior changing programming and accountability measures; community corrections agencies address offender misbehavior with behavior changing, rather than solely punitive responses.

CURRENT EVIDENCE BASED PRACTICES IN USE

Risk-Needs Assessment: The Static Risk Offender Needs Guide (STRONG) is a 4th generation state-of-the-art, evidence-based risk and needs assessment and automated supervision planning system for adult offenders. Its most salient benefit to corrections agencies is its ability to help personnel predict recidivism by type of crime (violence, property or drug offenses, etc.). This allows probation management to tailor the most effective decisions and courses of corrections by individual offender. The source is delivered through a web based interface and enables Deputy Probation Officers to manage intake, assessment administration, case plan

"The terms **best practices, what works *and* evidence based practices** *(EBP) are often used interchangeably. While these buzz words refer to similar notions, pointing out the subtle distinctions between them helps to clarify the distinct meaning of evidence-based practices.*

For example, **best practices** *do not necessarily imply attention to outcomes, evidence, or measurable standards. Best practices are often based on the collective experience and wisdom of the field rather than scientifically tested knowledge.*

What works *implies linkage to general outcomes, but does not specify the kind of outcomes desired (e.g. just desserts, deterrence, organizational efficiency, rehabilitation, etc). Specificity regarding the desired outcomes is essential to achieving a system of improvement (Harris 1986; O'Leary and Clear 1997)*

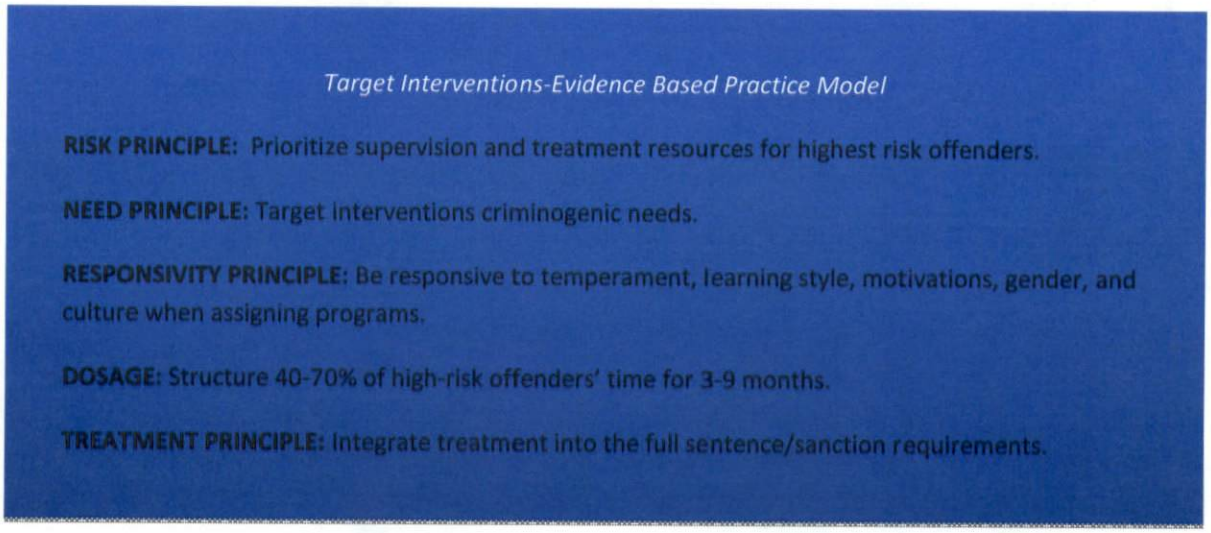
In contrast, **evidence-based practice** *implies that 1)there is a definable outcome(s); 2) it is measurable; and3) it is defined according to practical realities (recidivism, victim satisfaction, etc). Thus, while these three terms are often used interchangeably, EBP is more appropriate for outcome focused human service disciplines."*

Source: "Implementing Evidence-Based Practice in Community Corrections: The Principles of Effective Intervention" Crime and Justice Institute-United States Department of Justice

management and outcome reporting from a single software application. Core components of the program are aimed at providing precise and objective assessment to gauge the individual's risk level for future criminal acts and a prescriptive component that guides corrections personnel in tailoring supervision, treatment and services for optimal rehabilitative results. The tool ensures that treatment and public resources are devoted to the highest risk offenders and an objective, consistent and simple method of risk prediction and necessary levels of supervision. Currently, a static risk assessment is completed on all clients on active probation and all clients being referred to the Probation Department. Those offenders who are assessed as high risk have a subsequent Offender Needs Guide assessment completed and a case plan is developed for their supervision. Offenders assessed as moderate risk have an optional offender Needs Guide assessment completed and offenders assessed as low risk will be placed on an administrative (minimal supervision) or a banked caseload. All current probation cases, new cases referred by the Court for Probation Department supervision, Post Release Community Supervision clients and Mandatory Supervision cases as described by AB 109 will have a Static Risk Assessment (STR) completed to determine initial supervision level based on risk to reoffend and those clients determined to be moderate to high risk will have an Offender Needs Guide assessment completed and a subsequent case plan completed for their supervision and treatment. The STRONG is divided into three parts as follows:

Part 1-Static Risk Assessment: The program begins with a 26 question assessment of "static" factors and scores that determine future risks in three areas: 1) felony, 2) non-violent felony,

and 3) violent felony. These risk scores lead to a classification of offenders into one of five



levels: High Risk Violent, High Risk Property, High Risk Drug, Moderate Risk, and Low Risk.

Part 2-Offender Needs Guide: Each high risk offender, and selected moderate risk offenders, receives an Offender Needs (criminogenic needs) Assessment reached via a 70-question survey covering social achievements, support systems, cognition and personality traits. Questioning covers education, employment, residential stability, marriage/family, friends, aggression, coping skills and substance abuse, as well as criminal history.

Part 3-Offender Supervision Plan: STRONG offers the ability to auto-populate the Offender Needs Guide data in an Offender Supervision Plan which recommends specific interventions targeting, "dynamic risk" factors related to criminal behavior. Targeting the greatest individual risk factors of an offender and identifying specific interventions to treat them allows agencies to actively facilitate the kind of positive change that can ultimately keep the offender out of the criminal justice system and help them become a productive member of society.

Motivational Interviewing

Motivational Interviewing (MI) is a client-centered approach for eliciting behavioral change through helping offenders explore and resolve ambivalence. It is an evidence based practice that has been shown to effectively change behavior. It is a positive and focused, goal based approach that attempts to increase the offender's awareness of the potential problems caused, consequences, experiences, and risks faced as a result of the behavior in question. With

offenders, the belief that change is possible is an important motivator to succeed in making the change. They are held responsible for choosing and carrying out actions to change. In Inyo County, Deputy Probation Officers have been trained, and are engaging in ongoing training, in Motivational Interviewing, an evidence based skillset that will be utilized with the realignment population.

EPICS-Effective Practices in Community Supervision

The research on the principles of effective intervention, coupled with the most recent research on community supervision, provided the impetus for the development of a new model by the University of Cincinnati. The purpose of the EPICS model is to teach probation and parole officers how to apply the principles of effective intervention (and core correctional practices specifically, including relationship skills) to community supervision practices.

The core correctional practices (or competencies) are organized into an overall framework to assist with the application of specific skills within the context of community supervision. This overall framework, or "Action Plan," assists with the development and implementation of case management plans to target the criminogenic needs of higher risk offenders. With the EPICS model, probation officers follow a structured approach to their interactions with their offenders. Specifically, each session includes four components. 1) check-In, in which the officer determines if the offender has any crises or acute needs, builds rapport and discusses compliance issues. 2) review, which focuses on the skills discussed in the prior session, the application of those skills, and troubleshooting continued problems in the use of those skills. 3) intervention, where the PO identifies continued areas of need, trends in problems the offender experiences, teaches relevant skills, and targets problematic thinking and 4) homework and rehearsal, is when the offender is given an opportunity to see the model the PO is talking about, provides opportunities to role play, assignment of homework, and gives instructions that the offender should follow before the next visit. The EPICS model is designed to use a combination of monitoring, referrals, and face-to-face interactions to provide the offender with a sufficient "dosage" of treatment interventions, and make the best possible use of time to develop a collaborative working relationship. The EPICS model helps translate the risk, needs and responsivity principles into practice. Probation officers are taught to increase dosage to higher risk offenders, stay focused on criminogenic needs, especially the thought-behavior link, and to use a social learning, cognitive behavioral approach to their interactions. The EPICS model is not intended to replace other programming and services, but rather is an attempt to more fully utilize probation officers as agents of change.

At the present, Deputy Probation Officers, in addition to personnel from local schools and Health and Human Services, have been trained in the use of the EPICS model and training will be ongoing. Use of the EPICS model will be applied to the coming realignment population.

PROPOSED EVIDENCE BASED PROGRAMS

As indicated, the shift to an evidence based community corrections program begins with implementation and use of a validated risk assessment. The Probation Department has implemented and commenced use of the STRONG risk assessment. Following implementation of a validated risk assessment, implementation of supervision and case plans for clients is necessary, in addition to maximizing the use of the Officer's time with evidence based skillsets. The Probation Department has therefore trained its' staff in, and implemented Motivational Interviewing and the EPICS program. The third phase of implementation will be programmatic, in other words, the implementation of several evidence based treatment programs in addition to the implementation of alternative sentences to the traditional local jail term for violations of probation or lower level offenders. Proposed treatment programs and alternative sentences are as follows.

Anger Regression Training (ART)

Aggression replacement training (ART) is a cognitive behavioral intervention program to help children and adolescents improve social skill competence and moral reasoning, better manage anger and reduce aggressive behavior. The program specifically targets chronically aggressive children and adolescents. Developed by Arnold P. Goldstein and Barry Glick, ART has been implemented in schools and juvenile delinquency programs across the United States and throughout the world. The program consists of 10 weeks (30 sessions) of intervention training, and is divided into three components: social skills training, anger control training and training in moral reasoning. Clients attend a one-hour session in each of these components each week. Incremental learning, reinforcement techniques, and guided group discussions enhance skill acquisition and reinforce the lessons in the curriculum. While ART was initially developed for adolescents, it has application with adult offenders as well. Furthermore, ART is certifiable by the State of California for the purpose of both adolescent and adult students, who may earn a high school credit for completion of the program. Presently, the Inyo County Probation Department is partnering with Inyo County Behavioral Health to bring this program to Inyo County. The initial training is two (2) days, after which ART facilitators may commence running programs. Follow up training occurs over approximately 36 months, during which facilitator skills are critiqued and fine tuned. ART facilitators will not require the recruitment of staff to implement. Rather, the program may be integrated with existing staff, and while a bachelor's degree is preferred for facilitators, it is not necessary, particularly given the cognitive behavioral

skillsets which staff has already been trained in and are currently utilizing. Selection of staff to participate in the training and conduct groups will be based upon their interest in becoming an ART facilitator, their performance in delivering existing evidence based skillsets to clients and their potential for longevity with the county. Staff who complete the 36 months of training will have the opportunity to become ART trainers themselves for the purpose of sustaining the program for the long term. ART will be utilized as a treatment option for the coming realignment population.

Courage to Change-The Change Company

Based on over 20 years of collaboration and development with the industry's leaders in behavioral change, The Change Companies®' Interactive Journaling® approach offers a change-focused, participant-driven resource for effectively guiding targeted populations through the process of life change. This innovative approach enhances the therapeutic engagement between providers of service and participants while building consistency and confidence in the modality being used. In the course of gathering immediate and relevant information related to the problem areas, participants map out where they have been, where they are now, where they wish to go and how to get there. This structured and experiential writing process leads participants through a series of core behavior change content, targeted questioning and effective behavioral change strategies toward positive, pro-social life changes.

Currently, The Change Company's Interactive Journaling program is in use by both the Inyo County Juvenile Center and Inyo County Drug Court program and will be implemented in the Inyo County Probation Department Juvenile and Adult Divisions. As of March, 2012, the Probation Department has trained three (3) Deputy Probation Officers as trainers in the program, with the remainder of the staff scheduled to be trained on March 30, 2012.

Electronic Monitoring/Remote Alcohol Monitoring

In collaboration with the Inyo County Sheriff's Department, it is anticipated that Inyo County will soon have an electronic monitoring and remote alcohol monitoring program. Electronic monitoring utilizes ***GPS technology*** to both track an offender's whereabouts and design specific "exclusion zones," or areas that offender is prohibited from entering, such as bars, school zones or areas in which victims reside to minimize the potential for contact and re-offense. GPS units are most frequently attached to the offender's leg with a bracelet. When a violation occurs, the supervising officer or agency is usually notified within minutes via cell phone text message or by email. Some GPS units have the capability of allowing the supervising officer or agency to send the offender messages, such as directives to report, pay fines, etc. The units are also sensitive to tampering, such as removal of the device or failure to charge the unit.

Accompanying software allows the supervising officer or agency to track the offender and to generate compliance and/or violation reports.

Radio Frequency (RF) monitoring utilizes radio frequencies generated by both an ankle bracelet type unit and a base unit that is placed in the offenders' residence. An RF unit is attached to an offender and generates a radio frequency that communicates with the base unit and essentially confines the person to their home for a specified duration of time. If the offender leaves the specified area, an alert is sent to the supervising officer or agency within minutes of the violation occurring. Such technology creates virtual confinement of the offender to their home.

Remote alcohol monitoring utilizes a transdermal alcohol detection system within a unit that is attached to the offenders' leg. When the offender consumes alcohol, the unit detects blood alcohol levels through emission of alcohol through the skin, usually at a minimum threshold of .020% blood alcohol level, within 2 hours of consumption. The units are also sensitive to tampering, such as removal of the device, failure to charge the device or attempts to slip objects between the skin and transdermal portion of the unit that detects alcohol. Compliance and violation data are transmitted either to a base unit that is placed in the home, which thereafter transmits the data to a software system, or by directly downloading data from the remote alcohol unit to a supervising officer's computer. Violation data is also transmitted to a supervising officer or agency via cell phone text message or email.

Implementation of an electronic monitoring/remote alcohol monitoring program has many significant benefits to the supervision of local offenders and has application at all levels of the local criminal justice system. For the Inyo County Jail, the program could be utilized at a pre-trial level, whereby the courts have the option of placing low to moderate risk offenders on electronic monitoring or remote alcohol monitoring to alleviate overcrowding by offenders who historically utilize significant jail bed space while awaiting trial or settlement of their cases. Additionally, low to moderate risk offenders, both misdemeanor and felony level, who historically utilized significant jail beds while serving sentences between 30 and 90 days could be placed on electronic monitoring as an alternative, with the additional benefit that they would be required to participate in treatment at the same time. Significant jail bed space could thereby be preserved for those sentenced to local jail terms under the provisions of AB 109. For those Post Release Community Supervision clients who violate parole, and for those Offenders' for whom probation is revoked and who are required to serve local jail terms under AB 109, electronic monitoring, combined with treatment, could be utilized as an alternative sanction.

Fiscally, implementation of an electronic monitoring program will be less than $10,000, with existing SB 678 dollars being utilized to cover start up costs. As of March, 2012, the Probation Department will be contracting with STOP (Satellite Tracking Of People), who will provide GPS and RF house arrest monitoring and with SCRAM, who will provide remote alcohol monitoring. Probation Department staff has also been trained in the use of the equipment and the program and the Chief Probation Officer and Inyo County Sheriff will be seeking co-appointment by the Board of Supervisors as Administrators of the program. Typically, there is no shelf cost for electronic and remote alcohol monitoring equipment, with costs incurred only when GPS, RF House Arrest and/or Remote Alcohol Monitoring units are actually in use. Cost for units are generally around $8.00 per day for GPS monitoring units, $8.00 per day for remote alcohol monitoring units and less than $3.00 per day for RF house arrest units. Furthermore, Inyo County will have the option to charge offenders for this service, thereby permitting the recuperation of some of the cost for the program. Initially, it is anticipated that 20 to 30 units per month will be necessary, with approximately 10 to 15 offenders being monitored at any given time. There will therefore be some impact on both Probation Department and Sheriff's Department staffing patterns, given the need to assign multiple Deputy Probation Officers to the program and multiple deputies to monitoring and compliance of offenders who violate the conditions of the program. Initially, the Probation Department and Sheriff's Department will be able to absorb the impact of the new electronic monitoring caseload with existing staff, however, as the realignment population grows and use of electronic monitoring increases with the growing realignment population, it may become necessary to adjust assignments or increase department personnel in both agencies.

Violation Response Matrix

With the anticipated realignment population and efforts to both reduce the jail population through alternative sanctions and recidivism reduction through evidence based treatment programs, it will become necessary to develop a system for responding to violations of probation and parole. Historically, sanctions for probation violations have taken a "cookie cutter," approach, e.g., a first violation, no matter the type of conduct, might result in 30 days in jail; a second violation 60 days in jail and a third violation 90 days in jail. Frequently, the sanction might not be imposed for weeks or even months after the violation occurred due to a lengthy court process, thereby diminishing the rehabilitative effect of the sanction. With the coming realignment population, the historical method will no longer be possible, thereby requiring the development of a new system of responding to violations of probation and parole.

A ***violation response matrix*** is a system wherein a supervising officer has a series of possible sanctions or actions for responding to violations that are evidence based and take into account

the offenders' risk level and criminogenic needs. For example, a low or moderate risk offender who violates probation or parole for the first time for use of alcohol or drugs might be subject to a period of ***flash incarceration*** (an immediate period of custody of up to 10 days, imposed without a court hearing), combined with a requirement that the offender participate in, or repeat, a treatment program. The response to the violation is directed at the offender's criminogenic needs. For example, if the area of most criminogenic need is anti-social peers, the offender might be directed into an Interactive Journaling program, combined with increased reporting to the Probation Officer who engages the offender in an EPICS session in an effort to immediately and effectively address the conduct that led to the violation. For high risk offenders, the response would also be directed at the area of most criminogenic need, however, community safety and incarceration would be an optional response with a higher level of consideration. A violation response matrix therefore gives an officer or an agency a system for responding to violations of probation and parole that takes into consideration offender need, rehabilitation, -and community safety. In addition, a violation response matrix has the collateral effect of freeing up jail bed space for use with higher risk offenders and offenders sentenced to longer periods of incarceration under the provisions of AB 109. Furthermore, a violation response matrix will allow the Probation Department to engage in a systematic response to violations of Post Release Community Supervision, thereby satisfying the provisions of AB 109 that require use of intermediate sanctions, prior to proceeding to revocation.

Fiscally, a violation response matrix will incur little to no expense to implement, with a significant anticipated cost savings for the local justice system arising out of less jail space being utilized to house offenders on lower level violations and less court hearings arising out of the need to prosecute, defend and adjudicate offenders for lower level violations of probation, Post Release Community Supervision and Mandatory Supervision.

Pre-Trial Services Program

Historically, a significant portion of available space in the Inyo County Jail has been utilized to house inmates who are awaiting trial or settlement of their cases, many of whom are facing misdemeanor charges only. With the coming realignment population and the need to house inmates who are incarcerated on both PRCS violations, California Department of Corrections and Rehabilitation parole violations and lengthy county jail prison terms, it will become necessary to implement a Pre-Trial Services program that will allow the Court and the Sheriff's Department to have viable options for the release of inmates pending trial and settlement of cases. Furthermore, Penal Code Section 1203.018 authorizes electronic monitoring for inmates

being held in the county jail in lieu of bail. Eligible inmates must first be held in custody for 60 days post-arraignment, or 30 days for those charged with misdemeanor offenses.

Historically, the Inyo County Probation Department has provided the Court with a Review and Study of Bail for all offenders arrested and being held at the Inyo County Jail for new offenses and violations of probation. The Review and Study of Bail involves a brief report to the Court that summarizes a defendant's criminal record, the present charges, ties to Inyo County, and public safety, accompanied by an analysis of the defendant's risk for failure to appear if released, and a recommendation for either a bail amount or an own recognizance release with specified conditions. While the Review and Study of Bail has historically assisted the Court in making decisions to release offenders from custody pending trial, jail populations for that offender class remain high. Given the impact of the coming realignment population, it will become necessary to develop a Pre-Trial Services program that expands the historical Review and Study of Bail to include use of a validated risk assessment tool that allows the Deputy Probation Officer and the Court to further determine an offenders' risk for failure to appear and thereby provide the Court with a system of options for release: Own Recognizance Release without conditions; Own Recognizance Release with supervision conditions; Own Recognizance release with electronic monitoring or incarceration in lieu of bail. Offenders released with supervision conditions and/or electronic monitoring will be assigned to the Probation Department for supervision, during which time Deputy Probation Officers may commence use of evidence based skillsets with the offender to address the conduct which led to their arrest. Further monitoring and compliance will occur in collaboration with the Inyo County Sheriff's Department, who will provide the personnel and means to return offenders to custody who violate either the conditions of their release or electronic monitoring parameters. With the implementation of a Pre-Trial Services program, it is anticipated that significant space will be made available in the jail for those offenders needing housing due to PRCS violations, CDCR parole violations and County Jail Prison terms.

Fiscally, it would appear as though minimal funds will be needed to implement Pre-Trial Services, as any initial increase in caseload size for the Probation Department can be absorbed by existing staff, monitoring and compliance can be accomplished utilizing existing Sheriff's Department personnel and the validated risk assessment tool being considered is a public domain instrument. Costs of implementation are therefore directly tied to the costs related to implementation of an electronic monitoring program, with the potential for future costs arising out of the need to increase personnel in both the Probation Department and Sheriff's Department, given the cumulative effect of the realignment population on jail space and Probation Department caseload size.

Adult Education Programs

One of the largest, identified areas of criminogenic need that has directly and negatively impacted recidivism rates is education. Typically, offenders entering the criminal justice system have minimal educational or vocational training background, which has a profound impact on their ability to secure gainful employment, in addition to a profoundly negative impact on offenders psychologically, related to a positive sense of self esteem and community acceptance. While historically in Inyo County efforts have been made to provide, educational, vocational and literacy programs to offenders, primarily by the Bishop Paiute Tribe and the Inyo County Office of Education, it will become necessary to bolster existing programs and implement new programs to provide educational and vocational training to both the existing probation population and the coming realignment population.

In order to increase vocational and educational training for offenders, the Inyo County Office of Education is proposing implementation of GED programs, literacy programs and ROP programs both at the Inyo County Jail and in communities in Inyo County. Such programs will permit offenders to engage in meaningful and productive educational and vocational training while serving prolonged periods of incarceration, in addition to providing Deputy Probation Officers with additional referral sources for directing non-custodial clients into programs designed to address educational and vocational needs.

Additionally, the existing partnership with the Bishop Paiute Tribe will be strengthened, with collaboration and assistance provided to tribal programs for the development and funding of educational and vocational programs for Native American clients.

Fiscally, vocational and educational programs provided by the Office of Education are, and will continue to be, grant funded, in addition to many of the programs provided by the area tribes. It is anticipated that there will be some expense incurred related to the need for space at the

Inyo County Jail to conduct programs, however, that expense remains unknown.

Re-entry Assistance Program (REAP)

Frequently, offenders released from long prison or county jail commitments have little more than the clothes on their backs and a few dollars in their pockets. When they arrive in our community, they have no place to live and very little in the way of basic necessities. Often, this can actually contribute to new criminal conduct, as offenders quickly revert to illegal acts, turn to old anti-social peer groups to provide for their needs, and suffer the negative psychological impact that arises out of homelessness. Furthermore, the supervision and case management

of transient offenders is frequently taxing on the criminal justice system, as those clients demand additional up front services and more intensive supervision.

In addition to the programs proposed by Inyo County Health and Human Services, a Re-entry Assistance Program (REAP) is proposed that will provide a system of up-front services to those transient offenders that qualify. REAP would essentially require an offender to apply for the service and be eligible for services for a limited time period based upon a demonstrated lack of income, basic necessities and/or physical residence, with the option of the offender re-paying the program for all or a limited portion of the services provided, upon receipt of employment or income. In order to develop and implement the program, approximately $10,000.00 of existing AB 109 funding would be set aside to contract with a local hotel or hotels to have rooms available for temporary housing and the provision of basic necessities, such as clothing and personal hygiene items and/or collaboration will be sought with local non-profit agencies to provide basic necessities for transient offenders.

OUTCOME MEASURES

The foundation for any plan or organization seeking to incorporate evidence based practice is a system of outcome measures designed to continually assess and re-assess program effectiveness. Developing a system of outcome measures will be particularly crucial to the success of Inyo County in managing the impact of realignment, given both the fiscal impact of realignment and the anticipated limited funding, in addition to the vast policy changes that will occur. Three primary outcomes will be sought as a result of implementation of the plan:

1. Implementation of an efficient and fiscally responsible system in the County of Inyo to manage the new responsibilities under the realignment.

2. Implementation of a system that protects and promotes public safety utilizing evidence based practices in recidivism reduction, at the incarceration, supervision and treatment phases.

3. Implementation of a system that effectively utilizes alternatives to pre-trial and post conviction incarceration where appropriate.

To achieve these outcomes, the Probation Department, collaborating with the members of the Community Corrections Partnership, will develop and track multiple outcomes measures, including but not limited to:

- Community Corrections Partnership feedback on effectiveness of mechanisms in place to collaboratively address realignment issues as they arise. This will include, at

minimum, quarterly CCP meetings to review and process data and make any needed policy and procedure changes, in addition to agency transparency with respect to data, problems encountered and any internal policy and procedure that is developed relative to realignment.

- The monitoring of recidivism rates for non-violent, non-serious, non-sex offenders.
- The monitoring of recidivism rates for the PRCS population.
- The number and type of offenders sentenced to county jail prison terms and state prison terms.
- The number and type of offenders sentenced to probation, split sentences and alternative programs.
- Program efficacy, so that limited funding and resources can be directed to programs that work.

Historically, Inyo County has never been confronted with an urgent need to collect and analyze the vast amount of data that will be required to effectively assess outcome measures necessary under realignment, with many agencies relying on either antiquated case management systems or arduous hand counts of data to achieve a statistical analysis of a given population or program. Furthermore, many agencies utilize different electronic case management systems, making data collection all the more difficult. While the Superior Court, Probation Department and District Attorney all utilize the JALAN system for case management, the Sheriff's Department and Bishop Police Department now relies on RIMS, Health and Human Services relies upon Share Care, CPS uses CWS/CMS and the school districts and other stakeholders utilize their own systems respectively. Presently, the Probation Department has the capability to generate much of the needed realignment data through its STRONG risk assessment; however, that system is only capable of generating numbers based on cases being supervised by the department. It may therefore become necessary to purchase and implement a software system that has the capability of "mining," the respective software systems for the data necessary to the effective management of, and policy development required, under the realignment.

CONCLUSION

The Public Safety Realignment Act of 2011 presents as one of the broadest, most challenging events in California criminal justice history, presenting not only significant fiscal challenges for Inyo County, but requiring collaboration between all local partner agencies on a here-to-for unseen level. Fortunately, the Inyo County Community has and will continue to effectively collaborate for the common good, manage our resources, and successfully preserve the way of life that is unique to our side of California.

There is no doubt that the requirements of Assembly Bill 109 necessitate that we develop a new philosophy and a new approach to local criminal justice. The implementation of evidence based practices in criminal justice is a complete cultural change that at first appears, "soft on crime," and that is fraught with the potential for failure. Indeed, without the support and collaboration of all community members and agencies, the potential for failure is real. It is therefore crucial that we proceed with some amount of caution and responsibility, that we refrain from reactionary decision making and change the former perception of being, "soft on crime," with a philosophy and policies that are ***smart on crime.*** This new approach, being smart on crime, will mandate intelligent, informed, fiscally responsible decision making, particularly given the limited fiscal resources we have been provided, and given the absence of a guarantee from the state that resources will continue beyond 2012. Fiscally responsible decision making and policy implementation will necessitate use of criminal justice practices that are research driven, that are scientifically tested, and that are outcome driven, allowing for ongoing re-evaluation and if necessary, redirection of resources to policies and programs that work within the culture and communities of Inyo County. This will include the ongoing use of a validated risk assessment to target the specific criminogenic risks and needs of offenders and to match those risks and needs with appropriate services.

With respect to the plan itself and the proposals and recommendations therein, given the vast amount of unknown variables that are likely to arise, the need for ongoing study and the near constant legislative changes relative to realignment, it is proposed that the Community Corrections Partnership and its sub-groups conduct ongoing evaluations and meetings to discuss the impact of realignment on the County and the community and to provide regular updates to the Board of Supervisors. In this sense, the plan will continue to be a fluid document, subject to regular revision and modification.

It is with this sense of ethics and community pride and responsibility that the Community Corrections Partnership proceeds and recommends that the County of Inyo adopt and approve this implementation plan.

AB 109
The Public Safety Realignment Act
Inyo County Community Corrections Partnership Plan

The Executive Committee adopted this Community Corrections Partnership Plan on the 16th day of March, 2012:

Inyo County Probation Department

Chief Probation Officer Jeffrey L. Thomson
Community Corrections Partnership Chair

Presiding Judge of the Superior Court

The Honorable Dean T. Stout

Inyo County Sheriff

Sheriff William Lutze

Inyo County District Attorney

Arthur J. Maillet, DA

Inyo County Health and Human Services

Jean Turner, Director

Public Defender

Elizabeth Corpora, Attorney at Law

City of Bishop Police Department

Chief Chris Carter

The Inyo County Board of Supervisors approved this Community Corrections Partnership Plan on the 10th day of April, 2012:

Chairperson of the Board of Supervisors

APPENDIX A

CRIMES REQUIRING COMMITTMENT TO STATE PRISON (EXCLUDED CRIMES)

Penal Code Section:

67 Bribing an executive officer
68 Executive or ministerial officer accepting a bribe
85 Bribing a legislator
86 Legislator accepting a bribe
92/93 Judicial bribery
141(b) Peace officer intentionally planting evidence
165 Local official accepting a bribe
186.11 Felony conviction with aggravated theft enhancement
186.22 Criminal street gangs
186.26 Street gang activity
186.33 Gang registration violation
191.5(c)(1) Vehicular manslaughter while intoxicated
222 Administering stupefying drugs to assist in commission of a felony
424 Misappropriation of public funds
243.7 Battery against a juror
243.9 Gassing a peace officer or local detention facility employee
245 Assault with a deadly weapon or force likely to inflict GBI
245(d) Assault on peace officer
266a Abduction or procurement by fraudulent inducement for prostitution
266e Purchasing a person for the purpose of prostitution or placing a person for immoral purposes
266f Sale of a person for immoral purposes
266h Pimping and pimping a minor
266i pandering and pandering with a minor
266j Procuring a child under 16 for lewd or lascivious acts
273a Felony child abuse likely to cause GBI or death
273ab Assault resulting in death of a child under age 8
273.4 Female genital mutilation
273.5 Felony domestic violence
290.018 Sex offender registration violations
298.2 Knowingly facilitating the collection of wrongfully attributed DNA specimens
299.5 Wrongful use of DNA specimens
347 Poisoning or adulterating food, medicine, drink, etc.
368b Felony physical abuse of elder or dependent adult
417(c) Brandishing firearm in presence of peace officer
417.8 Felony brandishing firearm or deadly weapon to avoid arrest
422 Criminal threats
424 Misappropriation of public funds

452 Arson of inhabited structure or property
455 Burning forest land or property
504/514 Embezzlement of public funds
598c Possession or importation of horse meat
598d Offering horse meat for human consumption
600(d) Harming or interfering with police dog or horse causing GBI
646.9 Felony stalking
653f(b) Solicitation for murder
666(b) Petty theft with specified prior convictions
4501.1 Gassing
4530 Escape from prison facility
4532 Escape
11418 Use of weapon of mass destruction
12021/12021.1 Possession of a firearm by prohibited person
12021.5(b)(3),(4) Carrying firearm with detachable magazine
12022(b) Using a deadly weapon in commission of felony
12022.5 Using a firearm in commission of felony
12022.9 Infliction of injury causing termination of pregnancy
12025(b)(3) Carrying concealed firearm by gang member
12303.1/12303.2 Possession of an explosive or destructive device

Elections Code Section:
18501 Public official who aids and abets voter fraud

Government Code Section:
1090/1097 Conflict of interest by public officer or employee
1195 Taking subordinate pay
1855 Destruction of documents

Health and Safety Code Section:
11353 Employment of minor to sell controlled substance
11354 Employment of minor to sell controlled substance
11361(a) & (b) Employment of minor to sell marijuana
11370.1 Possession of a controlled substance while armed with firearm
11380(a) Use of minor to transport/possess/possess for sale
120291 Knowingly exposure of person to HIV

Vehicle Code Section:
2800.2 Reckless evading a police officer
2800.3 Evading a peace officer causing death or serious bodily injury
20001 Hit and run driving causing death or injury
23109(f)(3 Causing serious bodily injury during speed contest
23110(b) Throwing object at motor vehicle with intent to cause GBI
23153 Driving under the influence causing injury

In addition to the forgoing specific crimes, a defendant convicted of any felony under any of the following circumstances must be sentenced to state prison: [P.C. § 1170(h)(3)]

1. Conviction of a current or prior serious or violent felony conviction listed in sections 667.5(c) or 1192.7(c), or
2. When the defendant is required to register as a sex offender under section 290; or
3. When the defendant is convicted and sentenced for aggravated theft under the provisions of section 186.11.

AB 109
The Public Safety Realignment Act
Inyo County Community Corrections Partnership Plan

APPENDIX B

Phase 1 Budget/Fiscal Year 2011-2012

PLANNING ALLOCATION-AB109 Planning Grant	**$100,000.00**
Probation Department Salaries and Benefits	$10,000.00
CCP and Workgroup Meals and Refreshments	$2000.00
CCP and Workgroup Office Expenses (binders, toner, misc.)	$500.00
Travel and Training	$3000.00
Total Planning Fund Expenditures	**$15,500.00**
Planning Grant Reserve Funds	*$84,500.00*
*Modifications of the budget within object levels will occur as actual expenses are incurred. *The balance of $84,500.00 will be allocated in future plans or by separate action by the CCP Executive Committee.	

AB109 TRAINING AND IMPLEMENTATION FUNDS	**$13,475.00**
Probation Department Travel and Training	$8000.00
Sheriff's Department Travel and Training	$3,475.00
Department of Social Services Travel and Training	$2000.00
Total Travel and Training	**$13,475.00**
*Modifications of the budget within object levels will occur as actual expenses are incurred.	

DISTRICT ATTORNEY/PUBLIC DEFENDER (PRCS REPRESENTATION)	**$6845.00**
DA prosecution of PRCS Revocation Hearings	$3423.00
Public Defender defense of PRCS Revocation Hearings	$3422.00
Total PRCS Representation Expenditures	**$6845.00**

PUBLIC SAFETY REALIGNMENT ALLOCATION	**$109, 675.00**
Probation Department-Overtime for after hours supervision of PRCS	$7500.00
Probation Department-Staff cost for group facilitation	$6000.00
Total Salaries and Benefits	**$13,500.00**
Services and Supplies	
Probation Department-Electronic Monitoring equipment and services	$10,000.00
Probation Department-Safety Equipment (vests, ammo, radios, etc.)	$10,000.00
Probation Department-STRONG risk assessment services	$5000.00
Probation Department-Discretionary Funds (Positive Reinforcers)	$5000.00
Probation Department-Programming equipment and supplies	$4000.00
Probation Department-Re-Entry Assistance Program (REAP)	$10,000.00
Sheriff's Department-Support and care of PRCS/Parole holds	$35,000.00
Total Services, Supplies and Expenditures	**$79,000.00**
TOTAL PUBLIC SAFETY REALIGNMENT BUDGET FOR FY11-12	**$92,000.00**
Public Safety Realignment Reserve Funds	*$17, 178.00*
*Modifications of the budget within object levels will occur as actual expenses are incurred. *The balance of $17, 178.00 will be allocated in future plans or by separate action.	

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18-19-20
21-22-23
24

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for X Closed Session ☐ Informational

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: April 10, 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 Shults, 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 Title: IHSS - Negotiators: Health and Human Services Director Jean Turner, Labor Relations Administrator Sue Dishion, Employer of Record Anne Parkinson Noda and Bill May

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 4.4.12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 4.4.12
(The Original plus 20 copies of this document are required)