

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.

SPECIAL MEETING

February 23, 2016

10:00 a.m. PLEDGE OF ALLEGIANCE

- 1. PUBLIC COMMENT**
- 2. COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

- 3. Child Planning Council** – Request Board reappoint Verna Sisk and Robyn Wisdom to the Child Care Planning Council, representing the Public Agency Representative and Discretionary categories respectively, to complete unexpired three-year terms ending November 4, 2018: (*Notice of Vacancy resulted in requests for appointment being received Ms. Sisk and Ms. Wisdom*).

PUBLIC WORKS

- 4.** Request Board approve the Lease between the County of Inyo and Brenda and Harry Wilson for real property described as 163 May Street, Bishop, CA, for the initial period of March 1, 2016 through February 28, 2019, with two one-year options to extend, at the rate of \$5,879.64 per month, with a 3% increase for subsequent yearly terms if extended, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
- 5.** Request approval of the Plans and Specifications for the animal Shelter Fence Project and authorize the Public Works Director to advertise and bid the Project.

SHERIFF

- 6.** Request Board declare Nielsen's Equipment Maintenance of Mammoth Lakes a sole-source provider of Kenwood radios and radio accessories, and approve the purchase of Kenwood radios and radio accessories, for Sheriff's vehicles, from Nielsen's Equipment Maintenance in an amount not to exceed \$311,372 (including installation and tax) per quote dated October 20, 2015.

7. **COUNTY ADMINISTRATOR** - Request your Board approve and provide direction to implement a Juvenile Services Transition Plan consisting of the following actions with associated timelines for reporting back to your Board and providing possible future action items:
1. The Probation Department is directed to research out-of-county placement contracts for the range of the County's foreseeable juvenile detention needs, and to provide a report to the Board of Supervisors, no later than April 5, 2016. The report should describe facilities interested in contracting with Inyo County, a description of the contract terms proposed by each facility, and a recommendation of which facility or facilities, if any, the County should pursue contracts with for future consideration and approval by the Board May 10, 2016, to be effective July 1, 2016.
 2. The Probation Department is directed to research and prepare a report to the Board of Supervisors, no later than March 15, 2016, describing the requirements and steps necessary to operate the Juvenile Hall as a "special purpose facility" (aka "weekend-only" facility) by July 1, 2016, including a draft of any necessary notifications or applications for consideration by the Board of Supervisors.
 3. In conjunction with preparing the "special purpose facility" report and notice or application requested above, the Probation Department is directed to prepare, with review from the Inyo County Personnel Office and Budget Office, a report to the Board of Supervisors, by March 15, 2016, describing options for providing 72-hour detention placement that can be implemented July 1, 2016; including but not limited to contracting with neighboring counties, using an on-call system to utilize the Juvenile Hall, or a modified in-county holding facility.
 4. The Chief Probation Officer and Health and Human Services Director are directed to develop and present a joint plan to ultimately establish a co-managed and co-located Area Resource Center, by May 3, 2016. The joint report should identify phases of development, targeting the Center, or at least its initial programming to be operational by July 1, 2016 to serve juveniles under the supervision of the Probation Department and at-risk youth participating in similar HHS programs. Initially, the Area Resource Center may be an array of programs offered at dispersed locations to the extent that the envisioned programs and services are deemed similar, a beneficial enhancement, or otherwise appropriate. The joint plan should describe opportunities to expand the Area Resource Center to serve adult populations currently participating in programs and services administered by the Health and Human Services Department and/or under the supervision of the Probation Department, at a centralized, co-managed location, such as a consolidated County office building or stand-alone facility.

Furthermore, the Plan is expected to:

- a. Provide the estimated budget for each phase of the Area Resource Center, including identifying the cost of facilities and equipment, personnel, and, delivery of program and services, and associated sources of funding. Opportunities to maximize the use of categorical funding from HHS or Probation are to be identified and emphasized;
- b. For each phase of development of the Area Resource Center, identify programs currently or proposed to be provided through the Probation Department that could be provided by the Health and Human Services Department as a means of either: a) providing more specialized services; and/or b) using categorical funding to off-set General Fund costs;
- c. Identify the personnel positions necessary to operate each phase of the Area Resource Center, and associated programming, using existing County staff; indicating when and what type of changes, if any, may be necessary to associated job descriptions to facilitate the work and maximize use of categorical funding;
- d. Acknowledge input from community and regional partners and stakeholders, and identify resources that can be contributed by, or provided to the County's partners with associated contributions and costs being quantified;
- e. Examine facility options for housing each phase of the Area Resource Center;
- f. Contemplate how to deliver Area Resource Center programs and services to remote populations in the County and provide estimated costs;

- g. Provide an opportunity for the Chief Probation Officer and Health and Human Services Director to provide, through the jointly prepared plan, differing recommendations for how the Area Resources Center is developed, staffed, programmed, and operated. Any alternate recommendations must be supported with the department heads' rationale, including staffing levels, associated costs, and source of funding.
 - h. Vet all fiscal and personnel assumptions in the joint plan through the County Budget and Personnel Office, respectively, before being presented to the Board of Supervisors.
5. The Probation Department and Health and Human Services Department are expected to proactively and positively engage with community partners and regional stakeholders, including the County schools, Superior Court, City of Bishop, Mono County, and Inyo County staff (in conjunction with the County Personnel Office).
8. **AUDITOR-CONTROLLER** - Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for an Administrative Analyst position comes from the General Fund, as certified by the Auditor-Controller and concurred with by the County Administrator; B) where candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment; and C) approve the hiring of one Administrative Analyst I, at Range 68 (\$4,188-\$5,088) and if filling this position creates a vacancy, authorize the filling of that vacant position.
9. **HEALTH AND HUMAN SERVICES – Behavioral Health Services** - Request Board A) change the authorized strength in Health and Human Services – Behavioral Health Services Division by adding one B-Par Addictions Counselor I-III Series at Range 57 to 64 (\$17.33/hour to \$24.81/hour); and contingent upon filling the B-Par position through a closed internal recruitment, delete two A-Par Addictions Counselor I-III Series positions at Ranges 57 to 64 (\$17.33/hour to \$24.81/hour); and B) find that consistent with the Authorized Position Review Policy: 1) the availability of funding for an Addictions Counselor position exists as certified by the Health and Human Services Director, and concurred with by the County Administrator and Auditor-Controller; 2) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through a closed recruitment; and 3) approve the hiring of one B-Par Addictions Counselor III at Range 64 (\$20.41/hour – \$24.81/hour).
10. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Meeting of February 2, 2016.

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

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

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

11. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 3

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

FROM: County Administrator
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: February 23, 2016

SUBJECT: Child Care Planning Council Appointment

DEPARTMENTAL RECOMMENDATION: - Request Board reappoint Verna Sisk and Robyn Wisdom to the Child Care Planning Council, representing the Public Agency Representative and Discretionary categories to complete an unexpired three-year terms ending November 4, 2018: (*Notice of Vacancy resulted in requests for appointment being received Ms. Sisk and Ms. Wisdom.*)

SUMMARY DISCUSSION: Your Board appoints a portion of the membership for the Child Care Planning Council. The Council notified this office of the scheduled vacancies. The appropriate notice of vacancy was published per your Board's policy. Requests for reappointment were received from Verna Sisk and Robyn Wisdom.

ALTERNATIVES: - Your Board could choose to not make the appointment from the current applicant pool. This alternative is not recommended in that delays in making the appointment could hinder the Council's ability to continue to function.

OTHER AGENCY INVOLVEMENT: - N/A

FINANCING: - There is no fiscal impact associated with making this appointment.

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

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



Mt. Whitney
Highest Mountain
in the Contiguous U.S.
14,497 ft.

Inyo County Superintendent of Schools

Dr. Terence K. McAteer

December 1, 2015

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

Dear Board,

I respectfully submit my request to be considered for re-appointment to the Inyo County Child Care Planning Council as a Public Agency Representative Member, to complete a new three-year term ending on December 1, 2018.

If you have any questions, please feel free to call me at 873-5123 x2132

Sincerely,

Verna J. Sisk, Administrator
Inyo County Superintendent of Schools, Child Development Division



Inyo County Superintendent of Schools

Dr. Terence K. McAteer

Mt. Whitney
Highest Mountain
in the Contiguous U.S.
14,497 ft.

December 1, 2015

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

Dear Board,

I respectfully submit my request to be considered for re-appointment to the Inyo County Child Care Planning Council as a Discretionary Member, to complete a new three-year term ending on December 1, 2018.

If you have any questions, please feel free to call me at 760-920-2033

Sincerely,

Robyn Wisdom
Retired



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 4
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Public Works

FOR THE BOARD MEETING OF: February 23, 2016

SUBJECT: Lease Agreement between the County of Inyo and Brenda and Harry Wilson for the property located at 163 May Street, Bishop.

DEPARTMENTAL RECOMMENDATION:

Request Board ratify approve the Lease Agreement between the County of Inyo and Brenda and Harry Wilson for the real property described as 163 May Street, Bishop, CA for the initial period of March 1, 2016 through February 28, 2019, with two one-year options to extend, at the rate of \$5,879.64 per month, with the 3% increase for subsequent yearly terms if extended, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This lease provides office space for Inyo County Administrative, County Counsel and Health and Human Services Programs located in Bishop. Social Services, Behavioral Health and Health divisions all have programs provided in this building.

ALTERNATIVES:

The alternative would be to find another location. No other office space that would serve the current needs has been identified at this time.

OTHER AGENCY INVOLVEMENT:

The programs located in this location have regular and numerous interactions with a variety of community-based programs.

FINANCING:

State, Federal and Realignment funds. Funding for payment of this lease is spread throughout all budgets whose programs are located in this facility, such as Social Services, and Behavioral Health Budgets. The proper amounts will be budgeted in the appropriate budgets under rent.

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: 02/16/2016 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: 2/18/2016

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: 2/18/16

**LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND**

Harry J. Wilson and Brenda G. Wilson

THIS LEASE AGREEMENT, made and entered into this 1st day of March, 2016,
by and between Harry and Brenda Wilson, hereinafter
referred to as "Lessor," and the County of Inyo, a political subdivision of the State of California, hereinafter
referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the
County by Shannon Williams, whose title
is: Deputy Director, hereinafter referred to as "County's Lease Administrator," and
on behalf of Lessor by Harry and Brenda Wilson.

SECTION TWO. DESCRIPTION.

Lessor hereby leases to County that real property described as 5,659 square feet located in Bishop
California at 163 May Street, more particularly described as "lots 6 and 7 of Block H of the Academy Addition in
the County of Inyo"

Said real property, hereinafter referred to as "leased premises," is leased on the terms and conditions
hereafter set forth.

SECTION THREE. PARKING.

County shall have reasonable non-exclusive use of the parking areas located On the West Side
of the building (Rose street, which is two hour parking) and the parking lot in common with other tenants
and occupants of the leased premises, together with the right of reasonable ingress and egress to the
leased premises parking area.

SECTION FOUR. INITIAL TERM AND OPTIONS.

The initial term of this Lease is for Three (3) years,
commencing on March 1, 2016 and terminating on
February 28, 2019. In addition, County shall have two options to extend the Lease for
additional one-year periods as follows:

- a. From March 1, 2019 through February 28, 2020
- b. From March 1, 2020 through February 28, 2021

County shall exercise such options by giving written notice to Lessor at least thirty (30) days before
the expiration of the Lease Term, or an extension thereof.

The notice shall specify the period of the options being exercised. Except as provided for in Section
Seven (Rent), the option to extend shall be upon the same terms and conditions as stated in this Lease.

The County shall not be liable for any rent until such time as County occupies the leased premises.

SECTION FIVE . EARLY TERMINATION.

The ability of County to enter into this Lease is based upon available funding from various sources such as, without limitation, grants or other appropriations from other governmental entities. This Lease may be terminated by County at its sole discretion by first giving to Lessor no less than sixty (60) day written notice in the event that, for reasons not reasonably within County's control, such funding from one or more of such sources fails, is reduced, or is otherwise modified in such a manner as to render all or part of the funding unavailable for payment of rent pursuant to this Lease.

SECTION SIX. HOLDING OVER.

Any holding over at the expiration of said term, or extensions thereof, with the consent of Lessor, either expressed or implied, shall be construed to be a tenancy from month to month at the same rental as paid for the last month of the lease period, and shall be otherwise upon the same terms and conditions as are herein provided. Such holding over shall include any time required by County to remove its equipment and fixtures.

SECTION SEVEN. RENT.

The rent reserved to Lessor herein shall be the sum of *****Five Thousand Eight Hundred Ninety Seven and 64/100***** Dollars (\$ 5897.64) per month and shall be paid in arrears, which means by the first of the month next following the month on which such rental was earned.

In the event the County exercises its option to extend for any or all of the one-year periods, the rent for such option period may increase as agreed upon by Lessor and County, but not to exceed an increase in excess of Three percent (3 %) of the rent for the previous Lease period.

SECTION EIGHT. PRORATED RENT.

The County shall not be liable for rent until such time as County occupies the leased premises. The rent shall be prorated daily for the number of days that the building is occupied by County in its initial occupancy, if less than a full month, and in holding over pursuant to Section Six. (Holding Over).

SECTION NINE. USE.

It is the intention of the County to occupy and use the leased premises for Administrative Office Purposes. County may use leased premises for other governmental uses, but such uses are subject to approval of the Lessor, which approval shall not unreasonably be withheld.

SECTION TEN. HOURS.

County shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION ELEVEN. ALTERATIONS AND IMPROVEMENTS.

County may make alterations and/or additions to the leased premises. However, any additions, improvements or alterations permanently made or affixed to the leased premises shall be made only with Lessor's written approval, which shall not be unreasonably withheld. All equipment and non-permanent fixtures installed by County shall remain the property of the County and may be removed by County upon termination of this Lease or any extension thereof. Any damage occasioned by such installation and/or removal shall be repaired by County. All other fixtures, additions, alterations and improvements made by the County to the Leased premises shall become property of Lessor upon termination of this Lease or any extension thereof.

SECTION TWELVE. UTILITIES.

Lessor shall provide and pay for the following utilities: NONE
County shall provide and pay for the following utilities: Water, electricity, propane, lighting, heating and cooling

SECTION THIRTEEN. JANITORIAL SERVICE AND TRASH REMOVAL.

Lessee shall furnish at County's sole expense janitorial and trash removal services which may be required on the leased premises, not less than once weekly. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FOURTEEN. MAINTENANCE.

Lessor shall, at Lessor's own expense, keep and maintain the entire leased premises, both interior and exterior (including, but not limited to, landscaping, sidewalks, parking lots, and all mechanical, cooling, heating, plumbing, and ventilating equipment, if any), in good order, condition, and repair. Lessor shall make repairs required under this clause within a reasonable time after receipt of written notice of the need of such repairs.

SECTION FIFTEEN. SIGNS.

County may erect signs necessary to identify County's occupancy of the leased premises during the term hereunder. The County shall forward to Lessor the proposed design for said signs prior to placing said signs on the leased premises. County shall not place the proposed signs on the leased premises until Lessor has given Lessor's consent to the proposed signs. Lessor shall not unreasonably withhold said consent. Signs shall be removed by County at the termination of this Lease.

SECTION SIXTEEN. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by act of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse the County from the payment of any rental or other charge required of County, except as may be expressly provided elsewhere in this Lease.

SECTION SEVENTEEN. WASTE.

County shall give prompt notice to Lessor of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION EIGHTEEN. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be substantially damaged by any cause during the term of this Lease or extension thereof, other than through the fault or neglect of County, to such an extent that the leased premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction; if this Lease is not so terminated, County shall not be liable for any rent until repairs have been made or

reconstruction completed by Lessor, so that the leased premises are again ready for occupancy. If the leased premises are substantially damaged or destroyed through the sole fault or negligence of County, its officers, or employees, this Lease may not be terminated by County, and it shall be the obligation of County, at its sole expense, to reconstruct or repair said leased premises.

SECTION NINETEEN. HOLD HARMLESS.

County shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein or thereon caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or criminal acts of third parties or fire, water, gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by Lessor, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the County shall not be liable. County shall, to the extent authorized by law, defend, indemnify, and hold harmless Lessor from and against the same, which is occasioned by, growing out of, arising, or resulting from any willful or negligent act or omission on the part of County, its officers, employees, or agents.

SECTION TWENTY. RIGHT OF ENTRY.

Upon 24 hours advance notice to Lessee, Lessor reserves the right to enter at all reasonable times upon any part of the leased premises, to inspect and examine the same, or to see that the covenants of this Lease are being kept and performed. Lessee will be present during any inspection or examination. Access by Lessor to areas where confidential data is being used or stored will be provided by escort by authorized Lessee staff. In the event of an emergency, Lessor may enter the leased premises in order to take necessary action to address the emergency and shall provide immediate notice to Lessee of the nature of the emergency warranting the need to access the property.

SECTION TWENTY-ONE. QUIET POSSESSION.

The Lessor, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that County, upon payment of the rental reserved and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease, or any extensions thereof, without hindrance or interruption by Lessor, its heirs, devisees, successors, or assigns. Lessor has and reserves the right at any reasonable time to enter upon the leased premises, to inspect said leased premises, or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with County's use and enjoyment of the leased premises.

SECTION TWENTY-TWO. NOTICE.

Any notice, communication, amendment, addition, or deletion to this Lease, including change of address of either party during the term of this Lease, which Lessor or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY

Public Works

168 N. Edwards

Independence, Ca 93526

Department

Address

City and State

LESSOR

Brenda and Harry Wilson

1125 West Celeste St

Fresno, Ca 93711

Name

Address

City and State

SECTION TWENTY-THREE. ASSIGNMENT AND SUBLEASE.

County agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining written consent of Lessor or its duly authorized agent, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release County from liability hereunder, and any assignee or sublessee shall expressly assume all County's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION TWENTY-FOUR. SUBORDINATION.

County agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by Lessor or owner, or their successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. County agrees to execute and deliver, upon demand of Lessor, any and all instruments desired by Lessor subordinating in the manner requested by Lessor this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, County's right to quiet possession of the leased premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION TWENTY-FIVE. MECHANIC'S LIEN.

County agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of, County, provided however, that County can contest such lien provided it post an adequate bond therefore.

SECTION TWENTY-SIX. COMPLIANCE WITH LAW.

County shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

SECTION TWENTY-SEVEN. WAIVER.

It is agreed that any waiver by Lessor of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessor to require exact, full, complete,

and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION TWENTY-EIGHT. DEFAULT.

In the event that Lessor or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION TWENTY-NINE. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION THIRTY. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION THIRTY-ONE. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

SECTION THIRTY-TWO. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: NONE

SECTION THIRTY-THREE. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION THIRTY-FOUR. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION THIRTY-FIVE. CONSTRUCTION OF AGREEMENT.

Both Lessor and County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against either the Lessor or the County as the drafters of this document.

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LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND
Harry J. Wilson and Brenda G. Wilson

Initial Term of Lease:
March 1, 2016 - February 28, 2019

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____ day of _____

LESSEE

County of Inyo

By: _____
Chairperson, Board of Supervisors

Date: _____

LESSOR

(Please Type or Print Name)

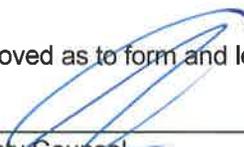
By: _____
(Signature)

Date: _____

Approved as to form and content:

County's Lease Administrator

Approved as to form and legality:



County Counsel

Approved as to accounting form and content:



County Auditor

Approved as to insurance and risk management:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 5

FROM: Public Works Department

FOR THE BOARD MEETING OF: MAR - 1 2016

SUBJECT: Animal Shelter Fence Project

DEPARTMENTAL RECOMMENDATION:

Request your Board: 1) approve the plans and specifications for the Animal Shelter Fence Project; 2) authorize the Public Works Director to advertise and bid the Project;

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The scope of work for the project generally consists of installing 6' high chain link fencing and gates around the perimeter of the new County of Inyo Animal Shelter.

ALTERNATIVES:

Not approve the plans, specifications, and advertisement of the project. This is not recommended as the Animal Shelter property currently lacks a completely secure perimeter fence. Without adequate fencing, the new shelter will be subject to intrusion by livestock and other unwanted entities.

OTHER AGENCY INVOLVEMENT:

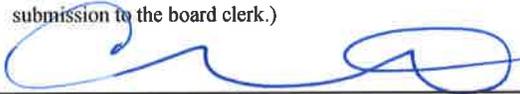
The Auditor's Office to make payments to the contractor after the contract is awarded.
Office of County Counsel to review and approve the bid procedures, bid documents and contract.

FINANCING:

The project is funded by the Animal Shelter Project - Budget Unit 010206, Object Code 5700 Construction in Progress.

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
Approved:  Date 02/09/16

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 2/10/2016

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: N/A Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 2/10/16
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

6

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **February 23, 2016**

SUBJECT: Purchase of Kenwood radios & other items for Sheriff Department Vehicles.

DEPARTMENTAL RECOMMENDATION:

- A. Declare Nielsen's Equipment Maintenance of Mammoth Lakes, CA the sole-source provider for Kenwood radios and other items; approve the purchase order in the amount of \$311,372, per attached quote dated October 20, 2015 for Sheriff Department vehicles (including installation and tax) in the amount of \$311,371.12.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Inyo County Sheriff's Office currently has two types of mobile radios in use; Motorola and Kenwood. The Motorola radio is very outdated (purchased in 2004), replacement parts are no longer available, and an authorized dealer for the radio is no longer located in the Eastern Sierra. Over the past several years the Sheriff's Office has been replacing these old Motorola radios with Kenwood dual-band radios. The new Kenwood radios are more in line with today's communications needs for the following reasons:

- The unit is easier to program and has customizable "working groups". Changes to radios are easily done, such as adding allied agency frequencies and the FCC Narrowbanding mandate in 2013.
- Kenwood mobile radios offer 160 channels as opposed to only 99 in a Motorola mobile radio.
- In the event the Sheriff's Department needs further upgrades in its communication systems (repeater infrastructure, dispatch consoles, etc.) the Kenwood equipment is compatible with all Kenwood products as well as with most other equipment.
- The dual-band function allows for the opportunity to contact another agency's dispatch center and car to car mobile (in this case Bishop CHP Dispatch Center who operates on the Low-Band frequency range) in the event communications to a dispatch center and car to car mobile using VHF frequency range (Inyo Sheriff, Bishop Police, Mono County Sheriff) is not available.
- This radio also gives us the ability to talk directly with allied agencies on UHF & VHF frequencies during times of disaster or mutual aid requests. Our Deputy Sheriff's will have the ability, for officer safety, to directly talk to Allied agencies on VHF or UHF frequencies.

Nielsens Equipment Maintenance is the only Kenwood authorized distributor/repair/maintenance business vendor

in the Eastern Sierra from which the Sheriff's Department can buy the radios and, more importantly, install the radios; maintain the radios; and provide warranty work – all without out-of-area transport of patrol units.

We have various vehicles that need only a single band Kenwood, some that need a scrambler only, some that need to be upgraded, packages for brand new vehicles, and some that need to be modified (see Exhibits on the quote). This also includes the purchase of scramblers to be installed in the vehicles that have or will have the Kenwood radios. The purpose for the scramblers is to scramble radio transmissions so non-law enforcement users cannot hear confidential information. The scramble feature will not be a continuous scramble, but will be used in those situations when officer safety needs are present.

Also, these radios will have installed “extenders”, which will make the department's handheld radios more effective. Since the requirement by the FCC to have our radios narrow band compliant, the current handheld radios are not able to communicate with the repeaters in a usable manner. The “extenders” will in essence use the car radio as a repeater for the handheld radios giving us more watts to the repeater. This will outfit all of our current vehicles, and as we receive new ones, the equipment will be switched out. As you may be aware, once the County purchases a vehicle for the Sheriff's department, it has to be fitted with radios, lights, bars, etc. We anticipate having these installed in increments, as the vehicles are available, with the final installation anticipated to occur no later than April, 2017.

We are requesting waiving the formal bid process and declare Nielsen's Equipment Maintenance be declared sole source, as they meet the requirements to be a sole source vendor under the provisions of the County Purchasing Policy Section F/VI/2, including:

- a) *Capability of proposed contractor that is critical to specific effort and makes the contractor clearly unique compared to other contractors in the same general field.* Nielsen's is the only distributor/authorized repair/maintenance business in the area for Kenwood Products (the other closest vendors are located in Palmdale & Fresno), and is familiar with our vehicle set up and programming as well as our unique areas and repeater system. In addition, the radios when received will need to have the scrambler and extender installed in a shop setting and bench tested before installation.
- b) *Prior experience of a highly specialized nature that contractor has that is vital to the proposed effort.* Nielsen's has worked on many of the Sheriff's Department Vehicles in the past and is extensively familiar with the needs of Sheriff's vehicles and the radios infrastructure unique to the Inyo County Sheriff's system and equipment.
- c) *Facilities, staffing, and/or equipment that the proposed contractor has that are specialized and vital to the services being requested.* Nielsen's being the only authorized Kenwood dealer in the area is vital, as we have to take vehicles back and forth for the removal of old equipment and installation of the new equipment. To go to Fresno or Palmdale would not be efficient. The radio installation is anticipated to be completed by December, 2016. John Nielsen, the Proprietor of the business understands and has helped develop the specialized communication needs for Inyo County and the Sheriff's Department.
- d) *A critical proposed schedule for the service and/or project being requested that only this contractor can meet.* The schedule to complete the project is April, 2017. Each radio will need to be modified with the extender and scrambler, bench tested, old radios removed from vehicle and new radios installed. This will require scheduling of vehicles and equipment so vehicles are not out of service for long periods of time.

- e) *Preclusion of competition because of the existence of patent rights, copyrights, secret processes, and/or location.* Due to where we would have to travel for the other Kenwood dealers, it is not practical to incur the additional expense to travel out of the area for the multiple trips that would be required.

ALTERNATIVES:

Not approve the purchase or to require a formal bid process which is not recommended for the reasons cited above justifying the sole source expenditure.

OTHER AGENCY INVOLVEMENT:

CAO
Auditor's office
Purchasing

FINANCING:

This purchase will be paid from the Sheriff General budget 022700, Object Code 5232 Office & Other Equipment and the Motor Pool budget (200100). The Auditor's office has verified the Object Code. Funds for this purchase were approved as part of the Mid-Year Financial Report.

<u>APPROVALS</u>	
COUNTY COUNSEL:	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: _____ Date _____</p>
AUDITOR/CONTROLLER:	<p>ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i></p> <p style="text-align: center;"></p> <p style="text-align: right;">Approved: <u>yes</u> Date <u>2/17/2016</u></p>
PERSONNEL DIRECTOR:	<p>PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2/17/16

CAO/Budget Officer BUDGET RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)

NIELSEN'S EQUIPMENT MAINTENANCE
451 COMMERCE CR. #3
P.O. BOX 8615
MAMMOTH LAKES, CA. 93546
760-924-5611

October 20, 2015

I.C.S.O. Radio, Vehicle Repeater & Scrambler Upgrade

EXHIBIT A

Aux. Vehicle with existing mobile that only needs single band Kenwood:

Item#	Quan.	Manufacturer	Material Code	Description	Unit Price	Extension
1		Kenwood	TK790HBK9FHSH1	Single band radio	\$1,650.00	
2		Norcomm	NC802	Scrambler	\$ 150.00	
3		Troy	FP-KENTK79ORM	Faceplate	\$ 38.00	
4		Emerson	29-4145	Antenna Adaptor	\$ 10.00	
				Sub-Total	\$1,848.00	
				8% tax	\$ 147.84	
			Labor including removal of old equipment and replacement of new equipment per vehicle		\$ 125.00	
			TOTAL EACH VEHICLE		\$2,120.84	\$27,570.92

EXHIBIT B

Aux. Vehicle with existing Kenwood Single Band Radio adding Scrambler

Item#	Quan.	Manufacturer	Material Code	Description	Unit Price	Extension
1		Norcomm	NC802	Scrambler	\$ 150.00	
				Sub-Total	\$ 150.00	
				8% tax	\$ 12.00	
				Labor on installation per vehicle	\$ 85.00	
				TOTAL EACH VEHICLE	\$ 247.00	\$494.00

EXHIBIT C

Admin or Patrol with existing mobile that needs to be upgraded

Item#	Quan.	Manufacturer	Material Code	Description	Unit Price	Extension
1		Kenwood	TK790/690HBK39FHHDB	Kenwood Dual Radio	\$2,650.00	
2		Norcomm	NC802	Scrambler	\$ 150.00	
3		Troy	FP-KENTK790RM	Faceplate	\$ 38.00	
4		Laird	MBU8 @ \$20.00 ea	2 Coax Kits	\$ 40.00	
5		Pyramid	Pyramid Package	Pyramid Package, Items 6-10, below	\$2,100.00	
6		Pyramid	SVR-200VBN	Vehicular Repeater for VHF HT	n/a	
7		Pyramid	7500-10-1045	Interface Cable to Kenwood Mobile	n/a	
8		Pyramid	TCK206	RF Filter Cable Set	n/a	
9		Pyramid	BRK-1602	Filter, Dual Notch	n/a	
10		Pyramid	BRF-1604	Filter, Pre-selector	n/a	
11		Laird	CWB37	Low Band Antenna	\$ 108.00	
12		Laird	ETRA1500	Phantom Antenna	\$ 115.00	
13		Kenwood	KLF-2	Line Filter	\$ 40.00	
				Sub-Total	\$5,241.00	
				8% tax	\$ 419.28	
			Labor including removal of old equipment and replacement of new equipment per vehicle		\$ 340.00	
				TOTAL EACH VEHICLE	\$6,000.28	\$210,009.80

EXHIBIT D
New Admin or Patrol

Item#	Quan.	Manufacturer	Material Code	Description	Unit Price	Extension
1		Kenwood	TK790/690HBK39FHHDB	Kenwood Dual Radio	\$2,650.00	
2		Norcomm	NC802	Scrambler	\$ 150.00	
3		Laird	MBU8	3- Coax Kits	\$ 60.00	
4		Kenwood	KLF-2	Line Filter	\$ 40.00	
5		Pyramid	9FHHDB	Pyramid Package, Items 6-10, below	\$2,100.00	
6		Pyramid	SVR-200VBN	Vehicular Repeater for VHF HT	n/a	
7		Pyramid	7500-10-1045	Interface Cable to Kenwood Mobile	n/a	
8		Pyramid	TCK206	RF Filter Cable Set	n/a	
9		Pyramid	BRK-1602	Filter, Dual Notch	n/a	
10		Pyramid	BRF-1604	Filter, Pre-selector	n/a	
11		Laird	B132S	VHF Antenna	\$ 42.00	
12		Laird	CWB37	Low Band Antenna	\$ 108.00	
13		Laird	ETRA1500	Phantom Antenna	\$ 115.00	
				Sub-Total	\$5,265.00	
				8% tax	\$ 421.20	
				Labor on installation per vehicle	\$ 340.00	
				TOTAL EACH VEHICLE	\$6,026.20	\$12,052.40

EXHIBIT E

Remove Kenwood Dual Band from Old Vehicle and Modify for Pyramid, Install Voice Scrambler, Reinstall in new vehicle with Pyramid Equipment

Item#	Quan.	Manufacturer	Material Code	Description	Unit Price	Extension
1		Norcomm	NC802	Scrambler	\$ 150.00	
2		Laird	ETRA1500	Phantom Antenna	\$ 115.00	
3		Laird	MBU8	3- Coax Kits	\$ 60.00	
4		Kenwood	KLF-2	Line Filter	\$ 40.00	
5		Pyramid	9FHHDB	Pyramid Package, Items 6-10, below	\$2,100.00	
6		Pyramid	SVR-200VBN	Vehicular Repeater for VHF HT	n/a	
7		Pyramid	7500-10-1045	Interface Cable to Kenwood Mobile	n/a	
8		Pyramid	TCK206	RF Filter Cable Set	n/a	
9		Pyramid	BRK-1602	Filter, Dual Notch	n/a	
10		Pyramid	BRF-1604	Filter, Pre-selector	n/a	
				Sub-Total	\$2,465.00	
				8% tax	\$ 197.20	
			Labor including removal of old equipment and replacement of new equipment per vehicle		\$ 400.00	
				TOTAL EACH VEHICLE	\$3,062.20	\$61,244.00

Total Exhibit A \$ 27,570.92
Total Exhibit B \$ 494.00
Total Exhibit C \$210,009.80
Total Exhibit D \$ 12,052.40
Total Exhibit E \$ 61,244.00
GRAND TOTAL \$311,371.12

Sole Source Justification Form

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

This is a sole source because:

- There is only one known source because:
 - This is a sole provider of a licensed, copyrighted, or patented good or service.
 - This is a sole provider of items compatible with existing equipment or systems.
 - This is a sole provider of factory-authorized warranty service.
 - This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

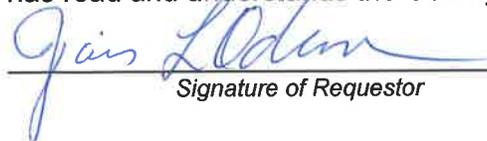
Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

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

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:
Description of Item or Service. Nielsen's is the only authorized distributor in the area, and is familiar with our set up. It is not practical to travel to Fresno or Palmdale, as not all of the vehicles will be outfitted at the same time. John Nielsen, the proprietor of the business understands and has helped develop the specialized communication needs for Inyo County Sheriff's vehicles. Total estimated cost is \$ \$311,372.00. Funds were approved in the mid-year process.

DEPARTMENT CONTACT PERSON & TITLE Sheriff Lutze/Janis L. Odum	
DEPARTMENT NAME Sheriff's Department	PHONE 760.878.0326
REQUESTED SUPPLIER/CONSULTANT NAME Nielsen's Equipment Maintenance	SUPPLIER CONTACT PERSON John Nielsen
SUPPLIER ADDRESS P.O. Box 8615 Mammoth Lakes, CA 93546	SUPPLIER CONTACT'S PHONE NUMBER 760.924.5611

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



 Signature of Requestor

2/17/16

 Date

 President/CEO Approval

 Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
7

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

FROM: County Administrator

FOR THE BOARD MEETING OF: February 23, 2016

SUBJECT: County Juvenile Services Transition Plan

DEPARTMENTAL RECOMMENDATION:

Request your Board approve and provide direction to implement a Juvenile Services Transition Plan consisting of the following actions with associated timelines for reporting back to your Board and providing possible future action items:

1. The Probation department is directed to research out-of-county placement contracts for the range of the County's foreseeable juvenile detention needs, and to provide a report to the Board of Supervisors, no later than April 5, 2016. The report should describe facilities interested in contracting with Inyo County, a description of the contract terms proposed by each facility, and a recommendation of which facility or facilities, if any, the County should pursue contracts with for future consideration and approval by the Board May 10, 2016, to be effective July 1, 2016.
2. The Probation department is directed to research and prepare a report to the Board of Supervisors, no later than March 15, 2016, describing the requirements and steps necessary to operate the Juvenile Hall as a "special purpose facility" (aka "weekend-only" facility) by July 1, 2016, including a draft of any necessary notifications or applications for consideration by the Board of Supervisors.
3. In conjunction with preparing the "special purpose facility" report and notice or application requested above, the Probation department is directed to prepare, with review from the Inyo County Personnel Office and Budget Office, a report to the Board of Supervisors, by March 15, 2016, describing options for providing 72-hour detention placement that can be implemented July 1, 2016; including but not limited to contracting with neighboring counties, using an on-call system to utilize the Juvenile Hall, or a modified in-county holding facility.
4. The Chief Probation Officer and Health and Human Services Director are directed to develop and present a joint plan to ultimately establish a co-managed and co-located Area Resource Center, by May 3, 2016. The joint report should identify phases of development, targeting the Center, or at least its initial programming to be operational by July 1, 2016 to serve juveniles under the supervision of the Probation department and at-risk youth participating in similar HHS programs. Initially, the Area Resource Center may be an array of programs offered at dispersed locations to the extent that the envisioned programs and services are deemed similar, a beneficial enhancement, or otherwise appropriate. The joint plan should describe opportunities to expand the Area Resource Center to serve adult populations currently participating in programs and services administered by the Health and Human Services department and/or under the supervision the Probation department, at a centralized, co-managed location, such as a consolidated County office building or stand-alone facility.

Furthermore, the Plan is expected to:

- a. Provide the estimated budget for each phase of the Area Resource Center, including identifying the cost of facilities and equipment, personnel, and, delivery of program and services, and associated sources of funding. Opportunities to maximize the use of categorical funding from HHS or Probation are to be identified and emphasized;
 - b. For each phase of development of the Area Resource Center, identify programs currently or proposed to be provided through the Probation department that could be provided by the Health and Human Services department as a means of either: a) providing more specialized services; and/or b) using categorical funding to off-set General Fund costs;
 - c. Identify the personnel positions necessary to operate each phase of the Area Resource Center, and associated programming, using existing County staff; indicating when and what type of changes, if any, may be necessary to associated job descriptions to facilitate the work and maximize use of categorical funding;
 - d. Acknowledge input from community and regional partners and stakeholders, and identify resources that can be contributed by, or provided to the County's partners with associated contributions and costs being quantified;
 - e. Examine facility options for housing each phase of the Area Resource Center;
 - f. Contemplate how to deliver Area Resource Center programs and services to remote populations in the County and provide estimated costs;
 - g. Provide an opportunity for the Chief Probation Officer and Health and Human Services Director to provide, through the jointly prepared plan, differing recommendations for how the Area Resources Center is developed, staffed, programmed, and operated. Any alternate recommendations must be supported with the department heads' rationale, including staffing levels, associated costs, and source of funding.
 - h. Vet all fiscal and personnel assumptions in the joint plan through the County Budget and Personnel Office, respectively, before being presented to the Board of Supervisors.
5. The Probation department and Health and Human Services department are expected to proactively and positively engage with community partners and regional stakeholders, including the County schools, Superior Court, City of Bishop, Mono County, and Inyo County staff (in conjunction with the County Personnel Office).

SUMMARY DISCUSSION:

On November 24, 2015, staff from the Probation and Health and Human Services departments, and the County Administrator's Office conducted a workshop with your Board regarding Juvenile Justice in Inyo County. The workshop examined current services and trends; documented why these trends are expected to continue in the future; and, how juvenile services programs, across the state and nation as well as in Inyo County, are both driving these trends and changing, or could change in response to the trends. A copy of the workshop presentation is attached. The presentation concluded by identifying a slate of opportunities to design a more

dynamic model for providing juvenile services that could further improve outcomes while diversifying the funding for these services. The workshop proposed steps, starting with Board-approval of a “transition plan,” for exploring these opportunities in the next six months.

Since the workshop, staff in both the Probation and Health & Human Services departments has started to take initial steps to examine these opportunities. The status of these efforts is detailed below. **The purpose of today’s request – that your Board consider the Juvenile Services Transition Plan embodied in the Departmental Recommendation – is to provide the Board of Supervisors’ policy framework and clear direction to staff for proceeding with this work.** The assignment of responsibilities, with deadlines for reporting back to your Board, is intended to assure your Board and the public that the Board of Supervisors will receive clear and comprehensive analysis, in a timely manner, before making any decisions to change the current model for delivering juvenile services in Inyo County.

The importance of having a clear policy framework approved by your Board is heightened by work that has started to engage community stakeholders and design an Area Resource Center, two of the opportunities and next steps identified in the Juvenile Justice workshop. On March 2, 2016, staff from the UC Davis Extension Training Center will facilitate an all-day community stakeholder meeting for developing an Area Resource Center. To ensure that staff and community stakeholders can evaluate and make recommendations to implement your Board’s policy, it is essential that the parameters of the Board of Supervisors’ policy for proceeding with this work be clearly defined. The cornerstone of the recommended policy is setting forth an expectation that department staff will work together to analyze options and make recommendations based on the best interests of the County, the community, and its youth; and, resist the temptation (sometimes encouraged by the County’s organizational structure) of working in silos or in allegiance to parochial interests.

Since November, staffs from the Probation department and Health & Human Services department have undertaken preliminary efforts to pursue some of the opportunities and next steps identified during the workshop. The status of these efforts, and associated issues, is discussed here.

Partner Outreach. The juvenile services discussed during the November workshop, and subject to this transition plan, are those funded by Inyo County, through a combination of General Fund and categorical monies, and under the authority of the Inyo County Board of Supervisors. Nevertheless, these services are delivered in coordination with other governmental partners, most notably the local schools and the Superior Court. In addition to discussing possible transition strategies with juvenile service partners, to share both philosophical and logistical concerns and ideas, broad stakeholder outreach is essential identifying opportunities to add non-County resources to a more dynamic juvenile services model, reduce duplication of efforts and, perhaps, identify new program revenues.

In addition to any individual efforts that may have been undertaken by Probation and HHS department heads to engage their respective juvenile services stakeholders, representatives from Administration and your Board met with both Superior Court Judges prior to November’s workshop. Additionally, County representatives, including Probation, HHS, Administration and your board met with the County Superintendent of Schools and the Superintendent of the Bishop Unified School District on November 20th. Follow-up meetings with these representatives from the County, Court and School are scheduled for later this month and on March 3rd.

Probation and HHS are developing and extending invitations to an even broader group of juvenile services stakeholders, including the Juvenile Justice Commission, Toiyabe Indian Health, and Mono County, to participate in the March 2nd, Area Resource Center planning facilitated by staff from the UC Davis Extension Training Center.

Out-of-County Placement Contracts. The Chief Probation Officer has indicated that he has begun making preliminary inquiries regarding contracting for beds at other juvenile detention facilities. The costs may not be as high as the hypothetical cost analysis presented during November's workshop, and may not require bed space to be paid regardless of whether it is needed, although not "reserving" bed space provides no guarantees that a bed will be available if and when one is needed. As such, it may be advisable to consider multiple contracts.

Having these contracts in place, as well as a plan of initial 72-hour holds (paying Juvenile Hall staff to be on call; working with Mono County; exploring a scaled down facility as was used prior to the Juvenile Hall being constructed), are prerequisites for converting Juvenile Hall operations to a weekend facility.

Beginnings of an Area Resource Center. The Probation department has prepared an outline of what it believes would constitute an "ideal" day reporting center in terms of programs and services and associated staff levels; serving just juveniles, depending on if it served only juvenile offenders, or was operated as a combined juvenile/adult facility. Health and Human Services staff has been asked to review this outline and identify areas where services overlap, or could be provided through HHS services and programs and funded with HHS monies.

Additionally, Probation personnel have begun to tour day reporting centers being operated in California. I have asked that HHS be included in any additional site visits to become acquainted with possible opportunities to combine services and programs.

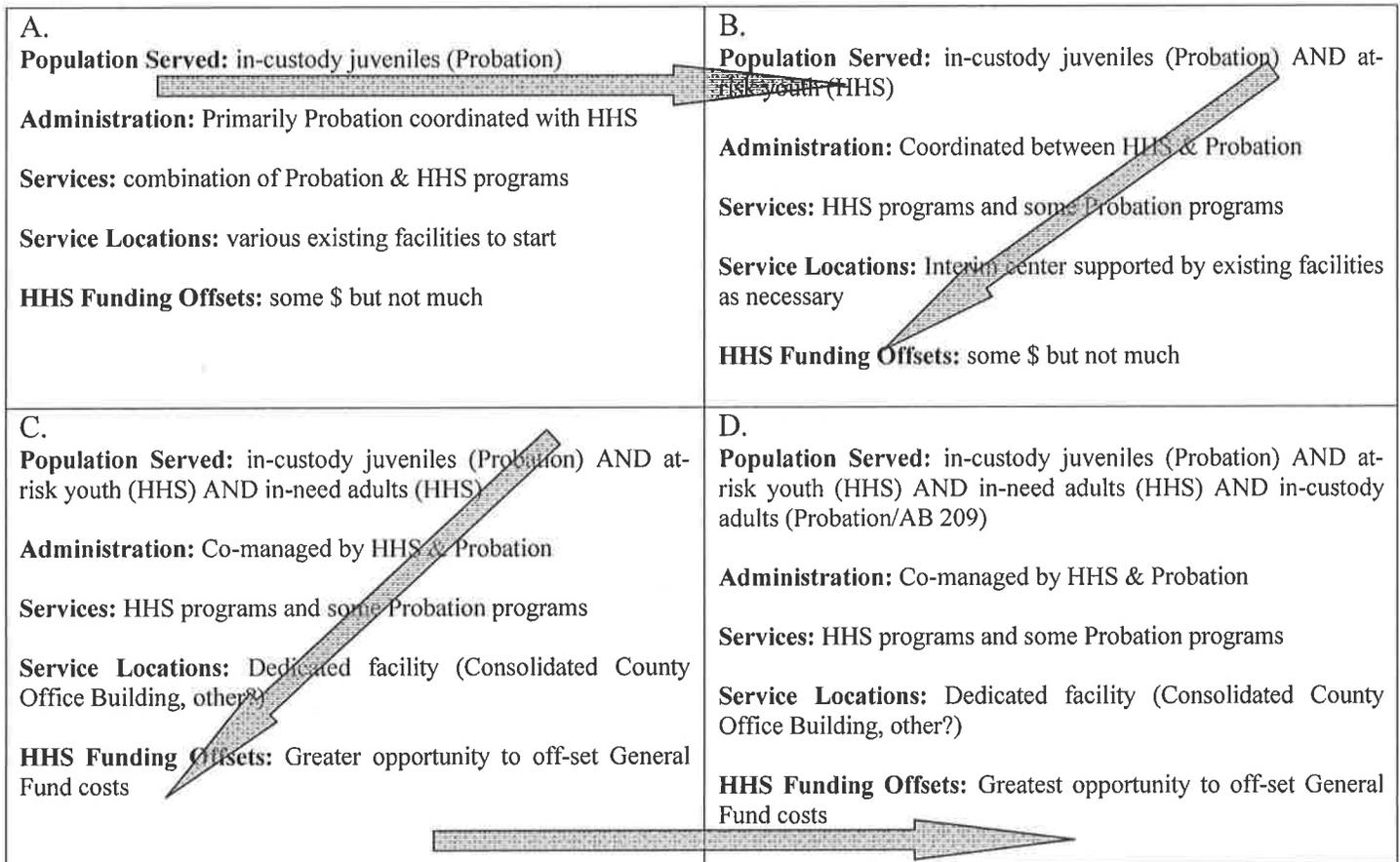
Finally, staff from the UC Davis Extension Training Center – which has State and local government contracts to provide consulting in both the health and human services and AB 209/probation arenas – will facilitate an all-day community stakeholder meeting on March 2nd for input and guidance in developing an Area Resource Center.

Any discussion of an Area Resource Center should recognize that the facility is likely to start small and grow toward an ideal. For example:

- a. Initial efforts seem likely to focus on serving in-custody youth (e.g., under the supervision of Juvenile Probation), in existing County office space, with coordinated services being provided – where possible – through HHS programs and services (either at the make-shift center or transporting them to HHS office locations).
- b. Shortly thereafter, the facility could grow to be located in a dedicated space, and serve both in-custody and at-risk (e.g., youth identified through HHS programs). Again, with services being provided to both youth populations, in-custody and at-risk, by the most appropriate HHS and/or Probation programs and services.
- c. Finally, the facility could be grown vertically; serving both juveniles and adults under the auspices of Probation and HHS. Applicable, Probation and HHS programs and services could be co-located in a stand-alone facility.

This approach provides an opportunity to start now and grow, while leveraging existing County resources to maintain and hopefully expand services. The opportunity for General Fund cost savings will be, likewise, start small (due to the very small in-custody juvenile population and limited HHS interfaces) and grow as programs and services become co-located and co-administered.

Represented graphically, the evolution of an area resource center might look something like this:



Discussions of an Area Resource Center should also acknowledge and consider concerns expressed by the Chief Probation Officer about the feasibility or desirability of attempting to serve in-custody (Probation) and at-risk (HHS) clientele at the same facility or using shared resources.

Employee Engagement. In addition to meeting with employee bargaining units when required (e.g., transition to a two-person per shift schedule at the Juvenile Hall), Probation department managers have been asked to work with Administration/Personnel to keep Probation department staff informed as to a possible transition in the delivery of juvenile services.

Probation managers have been working with Personnel to consider possible changes in job descriptions that could accompany any changes in the delivery of juvenile services, and these modifications are being evaluated by HHS to ensure opportunities to share service delivery and draw-down HHS funds are optimized. Additionally, having a clear idea of how the Day Resource Center will function and be staffed in relation to the future of the Juvenile Hall is essential before these modifications can be incorporated into any new job descriptions. Such job descriptions will be subject to formal meet and confer process between the County and its applicable bargaining units.

Additionally, Health and Human Services has coordinated and is funding a Substance Abuse Counselor Certification Program, taught by the University of the Pacific, for existing Probation and HHS employees. Six Probation staff and 19 HHS staff have enrolled in the program.

ALTERNATIVES:

Your Board has the ability to expand upon, eliminate or modify any of the department recommendations constituting the Juvenile Services Transition Plan. Additionally:

- A. Your Board could choose to maintain status quo delivery of juvenile services in Inyo County. These services are completely funded in the current County Budget: \$1,554,000 in the Probation Department's Juvenile Institutions budget; and, attempting to consolidate the multiple budgets supporting juvenile services in the Health and Human Services department, approximately \$659,000 in combined HHS budgets; or,
- B. In light of daily population trends at the Juvenile Hall for the past few years that are expected to continue in the future, your Board could consider simply closing the Juvenile Hall (and converting it to another purpose), but maintaining other juvenile services currently being provided by the Probation and Health and Human Services departments, and contract for bed space in other juvenile detention facilities when it is needed.

OTHER AGENCY INVOLVEMENT:

The County's juvenile service programs are operated by, and funded through the Probation department and Health & Human Services department budgets, and interface with a variety of institutional and community partners, including, but not limited to Inyo County Schools, the Superior Court, the City of Bishop, the Juvenile Justice Commission, and Mono County.

FINANCING:

The current Juvenile Institutions budget is \$2,142,482. Of this, approximately \$1,554,000 is associated with the operation of the Juvenile Hall. Additionally, the Health and Human Services department oversees a variety of programs focused on at-risk youth and their families with, roughly, a combined expenditure of \$659,000 per year. Unlike the Probation Department which relies on over \$1,429,000 in General Fund revenue to operate its juvenile probation programs, most of the Health and Human Services funding comes from State and Federal Sources with an opportunity to increase non-General Fund funding to match service delivery.

The actions contemplated in the Juvenile Services Transition Plan are intended to identify components, and associated costs, of possible new or revised juvenile services programs that can be integrated into a system that provides a greater array of services to troubled youth, their families, and the community. Ideally, these efforts will result in not only providing a greater array of more effective services, but also result in opportunities to fund the new programs with State and Federal dollars instead of discretionary General Fund revenue. At a minimum, the Transition Plan will provide an opportunity to examine service and cost efficiencies that can be achieved between, and by Probation and Health and Human Services working more closely together. However, the steps outlined in the Transition Plan will also provide an opportunity to engage other stakeholders providing aligned services, and examine ways to incorporate their resources into any new comprehensive program design.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



Date: 02-18-2016

Juvenile Justice
in
Inyo County



STATUS & OPPORTUNITIES

BOARD OF SUPERVISORS MEETING

NOVEMBER 24, 2015

Juvenile Hall is **NOT** closing

- **THIS WORKSHOP DOES NOT CONTEMPLATE CLOSING THE JUVENILE HALL, AND IT DOES NOT RECOMMEND HALL CLOSURE AS AN ALTERNATIVE TO BE STUDIED**

- **JUVENILE HALL INFRASTRUCTURE NEEDS TO BE PRESERVED TO PROVIDE FLEXIBILITY IN RESPONDING TO FLUCTUATING NUMBERS OF JUVENILES SENTENCED TO INCARCERATION**

- **FISCAL YEAR 2015-2016 JUVENILE INSTITUTIONS BUDGET FULLY FUNDED AT \$2,148,142.**

What is the purpose of Juvenile Hall?

- Has evolved over time
 - Public safety
 - protection of community
 - Child safety
 - protection of minor (from selves)
 - Short-term detention
 - Long-term commitment
 - Keep it local
 - Alternative to overtime for field services
 - Convenient default option
- Will continue to change to reflect trends, sentiments, and needs

Current Juvenile Justice System Model



Precipitating Event Determines Type & Level of Placement

Probation

Juvenile Probation

- Risk/Needs Assessments Community Safety
- Short-Term Detention (**Juvenile Hall**) pending Juvenile Court Detention Hearing (within 72-hours)
- Subsequent jurisdictional hearings determine need and type of long-term placement (commits) and services needed (Court reviews every 6-mos)
- Long-Term Commitments & Services
- Field Supervision & Case Management
- *Services have changed over time*

Health & Human Services

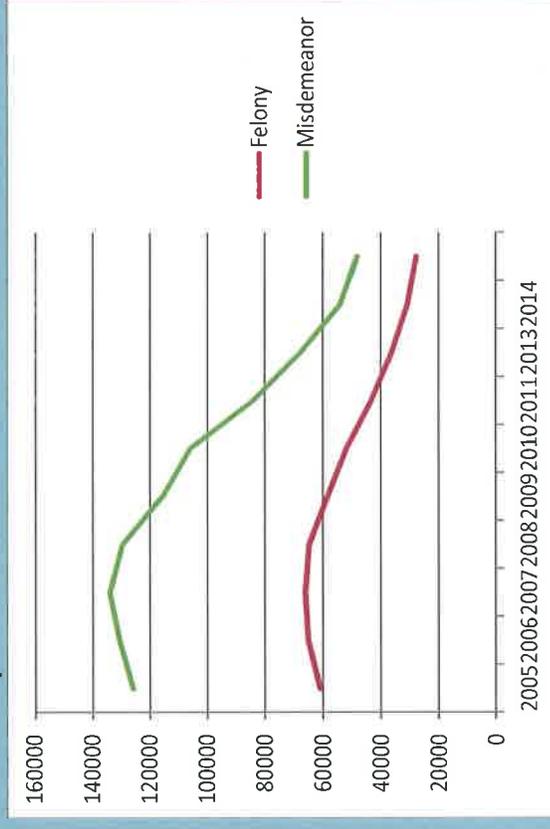
Child Welfare Services (CPS)

- Risk/Needs Assessments Child Safety
- Short-Term Detention (**foster home or relative**) pending Juvenile Court Detention Hearing (within 72-hours)
- Subsequent jurisdictional hearings determine need and type of long-term placement and services needed (Court reviews every 6-mos)
- Long-Term Placement & Services
- Case Management & Home-Based Casework for Child Welfare
- *Services have changed over time*

Fewer Youth Being Incarcerated Statewide

- Average Daily Populations (ADP) in juvenile halls are decreasing throughout California
- Similar trend at the Inyo County Juvenile Detention Center

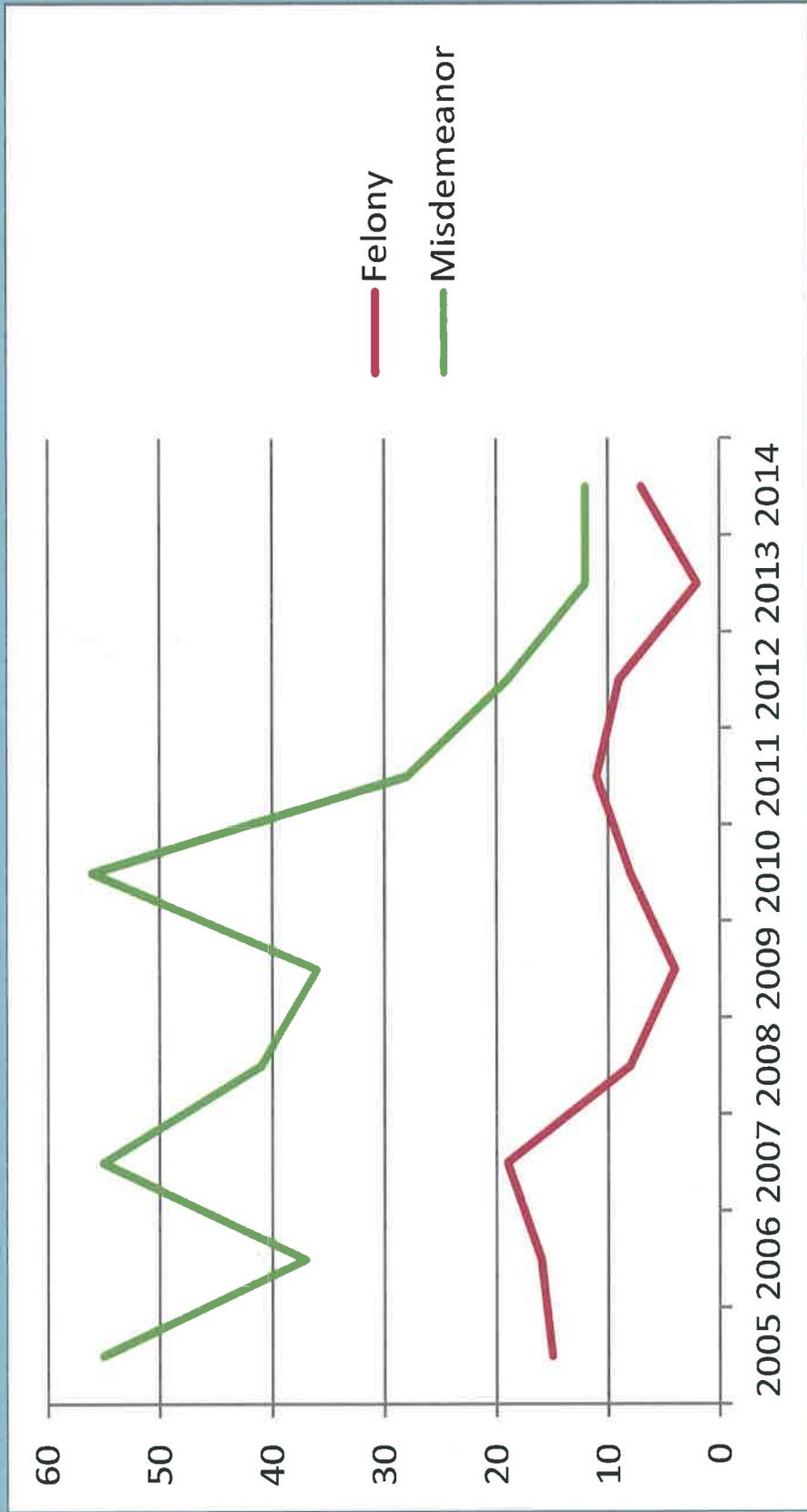
California Juvenile Arrests 2005-2014
California Department of Justice



Inyo County Juvenile Arrest Trends

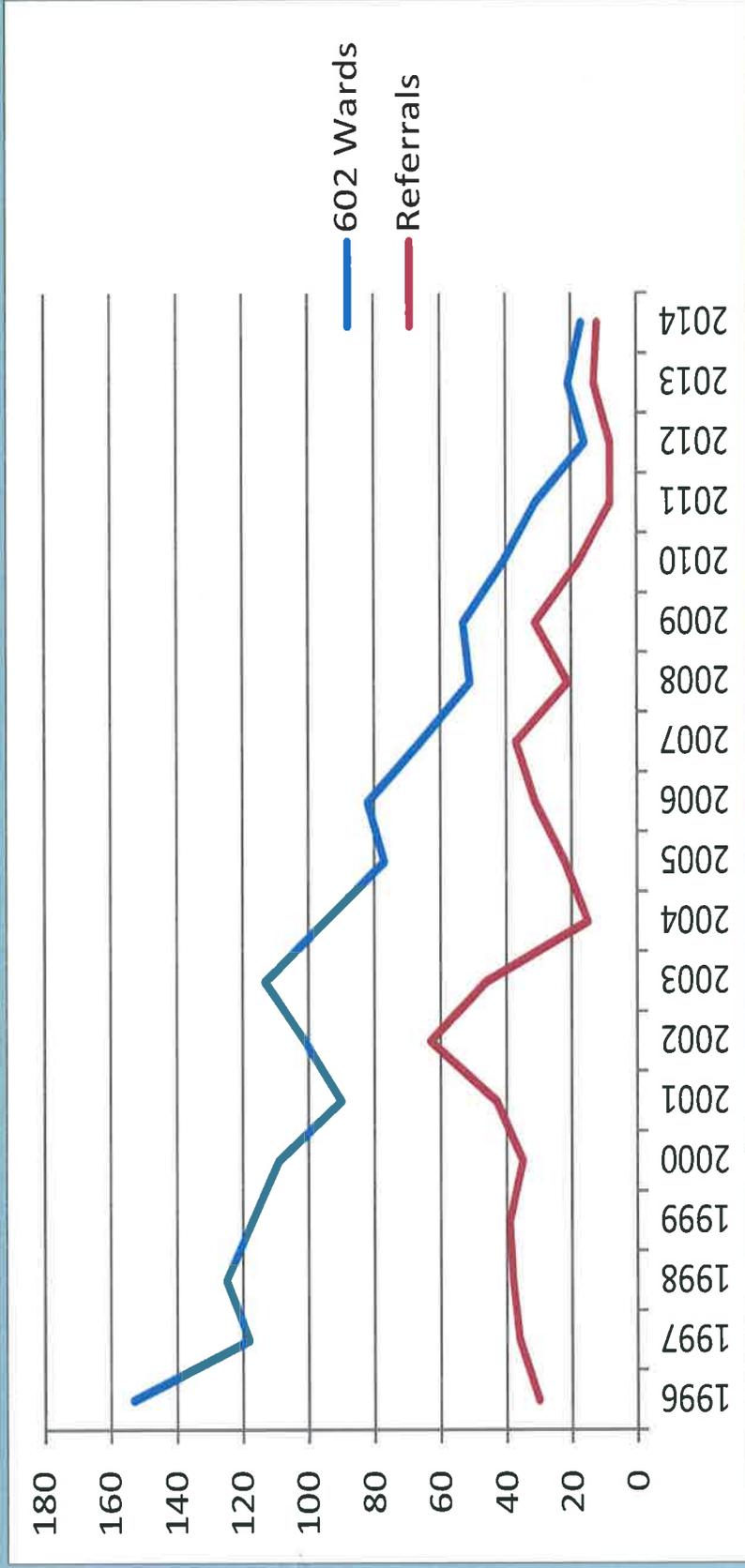


Inyo County Juvenile Arrests 2005-2014
California Department of Justice



Inyo County Juvenile Caseload/Referral Trends

**Inyo County Juvenile Caseload/Law Enforcement Referrals
1996-2014**



**Average annual caseload for 602 Court Wards (Formal Probation)
Average annual law enforcement referrals (new crimes & probation violations)**

Reasons for Fewer Kids Being Locked-Up

- Profile of “typical” incarcerated youth has changed
- Attributable to multiple dynamics, including:
 - declining juvenile crime rate in California
 - changing enforcement strategies in law enforcement
 - use of **evidence based practices** in juvenile probation
 - ✦ risk assessments
 - changing social trends in the juvenile population.
- **Declining juvenile crime rate not likely change**
 - While cyclical, even a spike would not increase caseloads to levels of the 1990s and early 2000s.
- **Need an entirely different type of system**
 - Services should be a family systems approach with an emphasis on alcohol/substance abuse, pro-social activities/peers, grief/trauma

New Policies: Trends Not Likely to Reverse

Changes in State Policy

- SB 1013, chaptered in Welfare & Institutions Code Section (WIC) 11461.2
- AB 403 was signed by the Governor in October 2015, authorizing the

Continuum of Care Reform

- Driven by Federal policy & Federal dollars

Changes in

Federal Policy

- Two bills moving through Congress:
 1. Wyden bill in Senate – “Family Stability and Kinship Care Act of 2015”
 2. Bennet-Crapo bill in Senate – “All Kids Matter Act”

Changes in Federal Policy

- **Both Federal bills:**
 - Change Federal IV-E funding rules to be more flexible
 - Allow more prevention and family-based services to keep children safe
 - Support keeping kids at home with their families for better permanency and well-being outcomes for children.
- **Influencing State policies**
- **Affect juvenile programs in HHS & Probation**
- **Will dictate how states, and counties, access Federal dollars for juvenile programs**

Changes in State Policy

- AB 403 signed by Governor Brown in October 2015
 - comprehensive reform effort
 - supports home-based care for our children and youth
 - updates the assessment process so that the first out-of-home placement is the right one
 - establishes core services and supports for foster youth, their families, and “**resource families**” (the new name for all caregiver families: foster, relative, and adoptive)
 - strengthens training and qualifications for resource families
 - transitions children from congregate care into home-based care with resource families
 - transforms group homes into a new category of congregate care facility defined as Short-Term Residential Treatment Centers (STRTCs)
 - revises the foster care rate structure

Changes in State Policy

- **New WIC Section 11461.2**
 - focuses on improving outcomes
 - requires significant changes to current out-of-home placements and supports.
 - improves the assessment process
 - alters roles of various placement settings and their service arrays
 - occurs in context of other system changes that serve to increase access to existing federally-entitled services.
 - changes how and where services are provided, but does so without creating new services.

Changes in State Policy

“This policy change results from well-documented outcomes demonstrating that residing long-term in group homes with shift-based care is not in the best interest of children and youth. Not only is it developmentally inappropriate, it frequently creates lifelong institutionalized behaviors and contributes to higher levels of involvement with the justice system and to poor educational outcomes.”

From a January 2015 State report on the Continuum of Care Reform

Budget Implications: In-County Lock-up

- FY 15-16 Juvenile Institutions Budget = \$2, 148,142
 - Authorized Staffing = 22.9 FTE
- Authorized staffing assigned to Hall = 16 FTE
 - Hall staff costs = \$1,390,293

Annual Average Daily Population (# of Children)	Annual Staffing Cost	Per Child Cost Per Day / Annually
1	\$1,390,293	\$3,809 / \$1,390,293
2	\$1,390,293	\$1,905 / \$695,146
3	\$1,390,293	\$1,270 / \$463,430
4	\$1,390,293	\$952 / \$347,575
5	\$1,390,293	\$762 / \$278,057

Budget Implications: Out-of-County Lock-up

- Sample of bed costs with out-of-county contract
 - Based on using Ukiah facility in Mendocino County
- Assumes contract for 5 beds per year @ \$150/bed
 - Pay for beds whether used or not
- Assumes travel cost for full use (e.g., 60 kids with 30-day sentences = 120 trips per year)
 - Two-days travel each trip, 964 miles, per diem & lodging
- **Assumes ADP in Inyo County Hall (5 kids) would still be deemed to need incarceration elsewhere instead of using new local resources**
(Some very conservative assumptions)

Budget Implications: Out-of-County Lock-up



Annual Average Daily Population (# of Children)	Put or Pay Amount (\$150/day - 5 children)	Travel Costs	Per Child Cost Per Day / Annually
1	\$273,750	\$20,448	\$806.02 / \$294,198
2	\$273,750	\$40,896	\$431.02 / \$157,322
3	\$273,750	\$61,344	\$306.02 / \$111,697
4	\$273,750	\$81,792	\$243.52 / \$88,885
5	\$273,750	\$102,240	\$206.02 / \$75,197

Total Annual = \$375,990

Improve Outcomes & Diversify Funding

Opportunity: Better Results for Our Kids

- Add more options for working with kids (and their families) before locking them up
- Integrate programs provided by Probation & HHS
- Continue integrating County programs with other stakeholders

Opportunity: Offset General Fund Costs

- Replace some General Fund money with funding from other sources
- Possible partnerships for broader funding base
- Reduce costs through less costly alternatives to incarceration and/or other incarceration models

A More Dynamic Juvenile Service Model

Weekend Juvenile Hall

- Operates Friday afternoon to Sunday evening (a special purpose facility)
- Requires 4 FTE plus 'extra' help (Current model budgeted at 16+ FTE & operating with 13-FTE)
- Preserves infrastructure & provides flexibility for future

Companion Incarceration Options

- Short-Term
 - expanded Resource Family (Foster Care) Program
- Longer-Term
 - consecutive weekend commits
 - expanded Resource Family (Foster Care) Program
 - electronic monitoring
 - out-of-county placement contracts (\$100+ per day)
 - DJF contract

A More Dynamic Juvenile Service Model



Area Resource Center

- **Centralized supervision & services**
 - Intensive case management; assessment; intensive supervision; educational service (e.g., Court School); individual, group & family counseling; drug testing; parenting programs, job training, medical/health/wellness
 - Services provided with other agencies: HHS = FIRST (Wraparound) Program, Resource Families (Foster Care) Program; Education = Court School; etc.
 - 8 a.m. to 8 p.m.
- **Staffing: 6 to 15+ FTEs**
 - Could use some existing Juvenile Hall staff already highly trained in evidence-based practices & case management
- **Start small and grow**
 - Immediate need to compliment a Weekend Hall
 - Expand to serve adult population
 - Additional integration of HHS programs / co-location
 - Serve high, moderate, and/or low-risk offenders

A More Dynamic Juvenile Service Model

Area Resource Center

- Multiple referral mechanisms
 - Juvenile Court
 - Inyo County Placement At Risk Review Team
 - SARB (School Attendance Resource Board)
 - Juvenile Probation
 - HHS
- Tailor services to maximize State & Federal draw-down through HHS
- Mobile & regional possibilities
- Appropriate “dosages” (multiple types of intervention across system)
 - High risk clients = 300 hours per month
 - Moderate risk clients = 200 hours per month
 - Low risk clients = 100 per month

A More Dynamic Juvenile Service Model

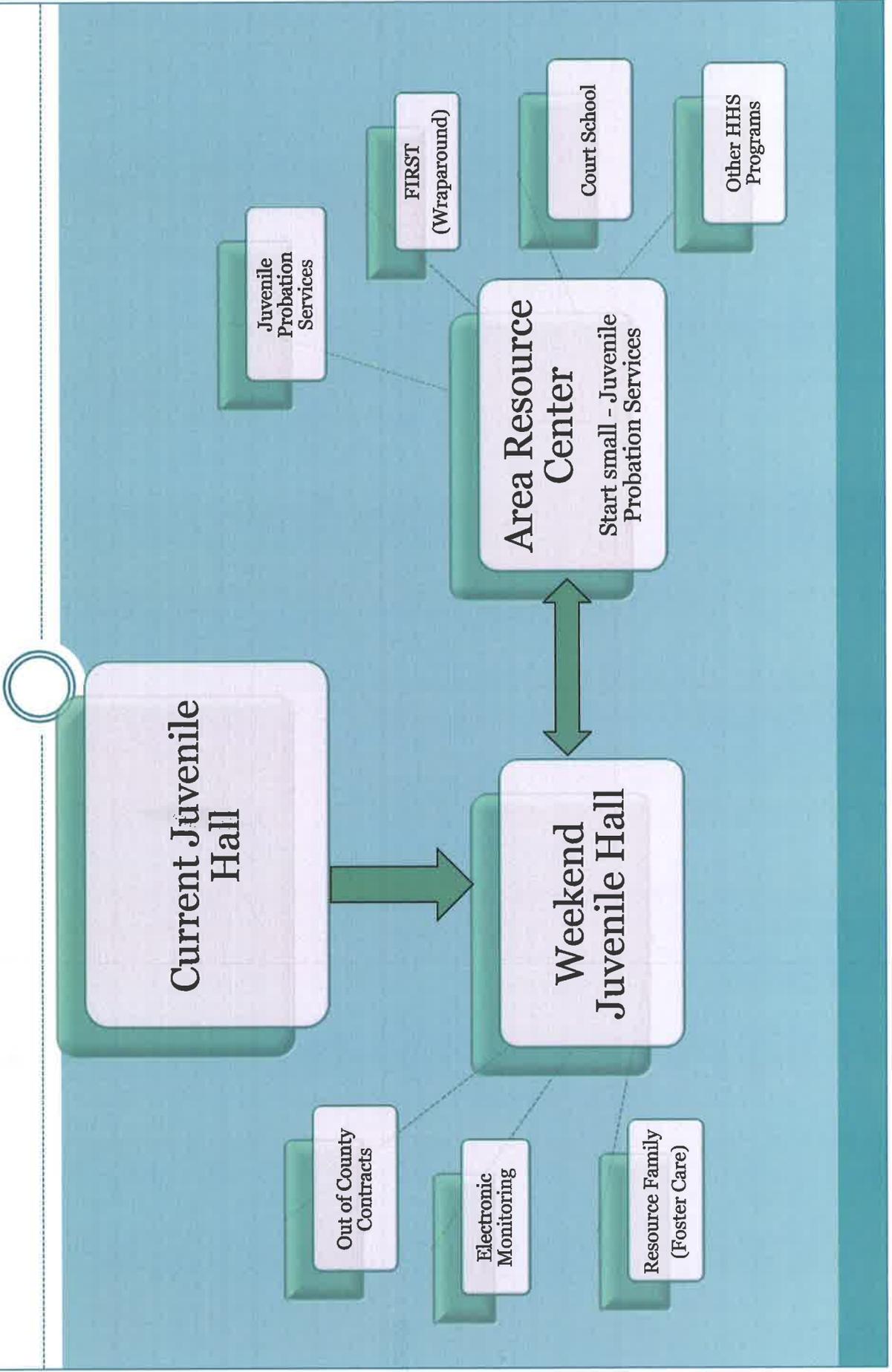
FIRST (Wraparound)

- Designed to be intensive home-based, family-focused services that:
 1. prevents children/youth from entering the juvenile service systems; or,
 2. ameliorates issues of children/youth already in the juvenile placement systems

Expanded Resource Family (Foster Care) Program

- By 2017, counties in California will be moving to the “resource family” model for identifying and training those who care for our children
 - relatives, foster parents, or non-related extended family caregivers.
- Another alternative to Juvenile Hall beds
- Additional information about this program in separate agenda items

A More Dynamic Juvenile Services Model



Want More Dynamic Juvenile Services?

What we have done

- Moving to two person per shift staffing model
 - Requires less staff resources
- Explored options & resources
 - Status quo
 - ✦ Continue to operate Juvenile Hall
 - ✦ Continue to develop and provide HHS programs
 - Transition to Weekend Juvenile Hall Facility & Area Resource Center
 - ✦ Support with Out-of-County placement contracts as needed
 - ✦ Expand FIRST & Foster Care programs
 - Other?
- Preliminary Partner Outreach

If we want to transition to a Weekend Juvenile Hall

- Must have out-of-county placement contracts in place
- Should have at least the beginnings of Area Resource Center for daytime activities
 - Start with resources we have and grow
 - Get into details with partners
 - ✦ Target populations?
- Engage with partners to develop robust and integrated system
- Negotiate with labor union
 - Changes in job descriptions
 - Job locations

Next Six Months

1. Board approves transition plan
2. Continue to meet with partners and potential partners; including meeting, conferring and negotiating with labor. Get into details.
3. Negotiate contracts for out-of-county placements when necessary
4. Develop details of Area Resources Center (ARC) through charrette facilitated by UC Davis (technical expertise) with staff and partners
5. Establish 'basic' Area Resource Center focusing on juvenile services
6. Transition to Weekend Hall model
7. Expand FIRST and Foster Care programs and integrate with Weekend Hall and ARC



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER


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

FROM: AUDITOR-CONTROLLER

FOR THE BOARD MEETING OF: February 23, 2016

SUBJECT: Request to fill an Administrative Analyst I

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the requested position comes from the General Fund, as certified by the Auditor-Controller and concurred with by the County Administrator; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment; and
- C) Approve the hiring of one Administrative Analyst I at a salary range of \$4,188-5,088; and if filling of this position creates a vacancy, authorize the filling of that vacant position.

SUMMARY DISCUSSION:

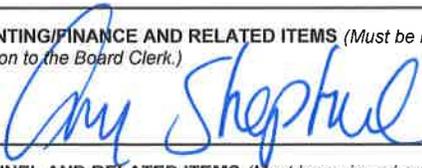
The Auditor's office recently lost our Administrative Analyst to an internal recruitment at the County. This position supervises three office technicians and one office clerk and is responsible for managing the day to day operations of the Auditor's office. The day to day operations include managing a large volume of daily financial transactions and tasks that have time sensitive deadlines. This position is also in charge of ensuring our staff is properly trained and is able to provide consistent information to our end users, which are other county departments, special districts and the schools. Along with training, this position is also responsible for a number of high level accounting activities and special projects that require an analytical thinker and problem solver.

ALTERNATIVES:

Your Board could choose not to approve the hiring of this position that will negatively impact the daily operations of the Auditor's office.

FINANCING:

Funding for this position is from the general fund and is currently budgeted in the Auditor-Controller budget 010400 in the Salaries and Benefits object codes.

APPROVALS	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>2/10/16</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>2/18/16</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 2/10/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health Division

FOR THE BOARD MEETING OF: February 23, 2016

SUBJECT: Request to alter the HHS departmental authorized strength, and hire one B-Par Addictions Counselor III and delete two A-Par Addiction Counselor III positions in the Behavioral Health division.

DEPARTMENTAL RECOMMENDATION:

Request your Board:

1. Change the Authorized Strength in the Health and Human Services Behavioral Health division by:
 - a. Adding one B-Par Addictions Counselor I-III career ladder at Range 57 (\$17.33/hour - \$21.05) to Range 64 (\$20.41/hour - \$24.81/hour), and, contingent upon filling the B-Par position through a closed internal recruitment, deleting two A-Par Addictions Counselor I-III career ladder at Range 57 (\$17.33/hour - \$21.05) to Range 64 (\$20.41/hour - \$24.81/hour)
2. Find that, consistent with the adopted Authorized Position Review Policy:
 - a. the availability of funding for an Addictions Counselor III exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
 - b. where internal candidates meet the qualifications for the position, the vacancies could possibly be filled through a closed recruitment; and
 - c. Approve the hiring of one B-Par Addictions Counselor III at range 64 (\$20.41/hour - \$24.81/hour).

CAO RECOMMENDATION:

County Code Section 2.08.040(E) sets forth a policy whereby no new positions are to be created or filled in any fiscal year after adoption of the County Budget, unless made necessary by unforeseen or unanticipated emergencies and recommended by the County Administrator. Consistent with County Code, I am in support of the department's request and recommend removing the two APAR Addictions Counselor I-II position from the department authorized staffing and adding one BPAR Addictions Counselor I-III position.

This change in authorize strength is necessary to ensure the department's ongoing compliance with State regulations, and will provide the department flexibility with regard to staffing configurations and opportunities to enhance operating efficiencies. There is no impact to the County General Fund. For these reasons, it is not advisable to wait until the conclusion of the Fiscal Year 2015-2016 Budget process to recommend these changes and I recommend that your Board act on them today.

SUMMARY DISCUSSION:

The Health and Human Services, Behavioral Health Division houses the County's Substance Use Disorder (SUD) treatment services that address addiction disorders. SUD Programs include perinatal services for parenting women with addictions, services provided to Drug Court/SACPA, Diversion, Driving Under the Influence (DUI) programs, and other probation group services. In addition, SUD staff members provide outreach, case management and services to support persons with co-occurring mental health and addiction treatment needs. Services are provided in both north and south county offices, as well as in the jail.

SUD treatment providers are required to be certified by the state to provide addiction counseling services or are required to be licensed clinicians. The Department's SUD program is currently staffed with three fulltime certified Addictions Counselors, including one who is the Addictions Supervisor, and two part time A-Par positions. At this time, only one of the A-Par positions is filled and the other A-Par

position has remained vacant since February 11, 2015. Your Board has authorized the department to fill this vacancy and the Department has been unsuccessful in three separate recruitments to attract candidates who hold the required certification to provide treatment services. These continued failed recruitments have resulted in the Department having to authorize staff overtime in order to meet the program needs. Should your Board authorize a B-Par position, it is likely that this position could be filled by the closed internal recruitment of an existing, certified employee, leaving a second A-Par vacancy which, along with the current vacant position, could be deleted. This change in authorized strength would allow the Department to meet the current program needs, reduce overtime costs and provide stability in program staffing. The Department is respectfully requesting that your Board change the authorized strength as recommended and authorize the hiring of a B-Par Addictions Counselor III through a closed, internal recruitment.

ALTERNATIVES:

The Board could choose to not to change the authorized strength and instruct the Department to continue its efforts to recruit and hire an A-Par Addictions Counselor. This could result in continued overtime costs being incurred or a limitation in our ability to provide addiction treatment services within our community.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

Drug Medi-Cal reimbursement, SAPT Block Grant and Behavioral Health Realignment funds as well as client fees as related to the DUI programs. This position will be budgeted in Behavioral Health Substance Use Disorders (045312 and 045315) in the salaries and benefits object codes. No County General Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>2/16/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>2/16/14</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Maulyn Mary Date: 2/16/14
 HHS Acting Director



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 10

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

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

FOR THE BOARD MEETING OF: February 23, 2016

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the Board of Supervisors Meeting of February 2, 2016.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____