

Agenda

County of Inyo Board of Supervisors

Board of Supervisors Room
County Administrative Center
224 North Edwards
Independence, California

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item(s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

Public Notices: (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

Note: Historically the Board does break for lunch, the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

April 5, 2016

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.** (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). *Native American Heritage Commission v. Inyo County Planning Department and Inyo County Board of Supervisors*, Inyo County Superior Court Case No. SICVPT 1557557 (Munroe Petition for Writ of Mandate)
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (Two Cases)
4. **CONFERENCE WITH LABOR NEGOTIATORS-** – (Government Code Section 54957.6). Agency designated representatives: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Peace Officers Association (ICPPOA); Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, Information Services Director, Brandon Shults, County Counsel, Marshall Rudolph, and Assistant County Counsel, John Vallejo.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
8. **INTRODUCTIONS** – The following new employees will be introduced: Information Services: Zachariah Drew, Network and Operations Analyst I; Health and Human Services: Kaleb Hanson, Office Technician I; Planning: Thomas Schahiel, Associate Planner; Environmental Health: Kerri Gibbons, Sr. Managing Hazardous Materials Specialist.
9. **WILD IRIS** – Request Board approve A) a proclamation entitled "Proclamation of the Board of Supervisors, County of Inyo, State of California, Proclaiming April 2016 as Sexual Assault Awareness Month"; and B) a proclamation entitled "Proclamation of the Board of Supervisors, County of Inyo, State of California, Proclaiming April 2016 as Child Abuse Prevention Month".

BOARD OF SUPERVISORS – Supervisor Griffiths

10. Request Board approve a proclamation entitled “Proclamation of the Board of Supervisors, County of Inyo, State of California, Proclaiming April 5th, 2016 as Recognition Day for National Service and all Community Service Organizations in the County of Inyo”.

COUNTY ADMINISTRATOR

11. ***Advertising County Resources*** – Request Board approve the final payments for the 2015-2016 Community Project Sponsorship Grants as follows: A) to the Bishop Chamber of Commerce and Visitor’s Bureau: \$2,000 for the Eastern Sierra Bouldering/Climbing Locations Brochure, \$1,950 for BCCVB Website Improvements, \$1,000 for Travel Show Promotions/Partnerships, and \$400 for the Railroad Express Holiday Event; and B) to the Lone Pine Chamber of Commerce: \$800 for the reprinting of the “Little Known Facts of Lone Pine” brochure, and \$1,750 for the Inyo County Visitors Guide Writing Contest.
12. ***Big Pine Cemetery District*** – Request Board re-appoint Joe Steward to the Big Pine Cemetery District Board of Trustees, to complete an unexpired four-year term ending May 31, 2019.
13. ***Independence Cemetery District*** – Request Board re-appoint Marilyn Bracken to the Independence Cemetery District Board of Trustees to complete a four-year term ending March 1, 2020.
14. ***Recycling Waste Management*** – Request Board authorize the increase of a blanket purchase order for Dave’s Auto Parts from \$17,000 to \$24,000, for the repair and maintenance of equipment.

CHILD SUPPORT SERVICES

15. Request Board approve Amendment Number 1 to the Agreement between the County of Inyo and Gerardo Ramos for the provision of independent contractor services for Spanish interpretive services. This Amendment modifies the Scope of Work to allow for interpretation at Court hearings for Spanish speaking clients.

HEALTH AND HUMAN SERVICES

16. ***ESAAA*** - Request Board approve Amendments Number 1 and 2 to Standard Agreement for Contract Number AP-1516-16, between the County of Inyo and the California Department of Aging, increasing the overall allocation by \$23,741, for a total contract amount of \$758,502 and includes change in the language for commencement of work and authorize the HHS Director to sign the two Standard Agreement Amendments.
17. ***Public Health*** – Request Board authorize the Health and Human Services Public Health and Prevention Division opt out of the SNAP-Education program for FFY 2017-FFY 2019.
18. ***Public Health*** - Request Board ratify and approve the Fiscal Year 2015-16 Children’s Medical Services (CMS) Plan and Budgets and authorize the Chairperson to sign the Certification Statements.
19. ***Public Health and Prevention*** – Request Board ratify the Amendment Number A02 to the Standard Agreement Number 14-10507 between the County of Inyo and the California Department of Public Health (CDPH) for the provision of Local Public Health Emergency Preparedness, which increases Public Health Emergency Preparedness (PHEP) funding in State Fiscal Year (SFY) 15/16 by \$36,793 (from \$110,321 to \$147,114), increases Hospital Preparedness Program (HPP) funding in SFY 15/16 by \$23,976 (from \$114,846 to \$138,822), and decreasing Pandemic Influenza (Pan Flu) funding in SFY 15/16 by \$12 (from \$60,626 to \$60,614) bringing the maximum amount payable under the original three-year agreement to an amount not to exceed \$881,167; and authorize Jean Turner, Director of Health and Human Services to sign the Standard Agreement Amendment.

20. **Social Services** - Request Board authorize the issuance of a blanket purchase order for Pitney Bowes in the amount of \$13,000 for postage in the Social Services Program for FY 2015/16.

COUNTY ADMINISTRATOR

21. Request Board ratify the approval of a proclamation entitled "Proclamation of the Board of Supervisors, County of Inyo, State of California, Commemorating the 50th Anniversary of the Bishop Museum and Historical Society Laws Museum" effective March 15, 2016.
22. Request Board ratify the approval of a proclamation entitled. "Proclamation of the Board of Supervisors, County of Inyo, State of California, Commemorating the 65th Anniversary of Palisade Glacier Chapter of the National Daughters of the American Revolution" effective March 15, 2016.

PUBLIC WORKS

23. Request Board approve a Resolution 2016 - _____ entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Recording of a Notice of Completion for the Bishop Wellness Center Rehabilitation Project" accepting the improvements and authorizing the recording of a Notice of Completion for the Bishop Wellness Center Rehabilitation Project, and authorize the Chairperson to sign.
24. Request Board approve a Resolution 2016 - _____ entitled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Annual Certification of the 2015 Maintained Mileage", and authorize the Chairperson to sign the resolution and direct the Public Works Department to file the resolution with the Caltrans District 9 Office of the State of California.
25. Request Board approve a Resolution 2016 - _____ entitled "A Resolution of the Board of Supervisors of the County of Inyo Urging the State to Provide New Sustainable Funding for State and Local Transportation Infrastructure", and authorize the Chairperson to sign the resolution and the corresponding letter to the legislative delegations.

ROAD DEPARTMENT

26. Request Board approve a Resolution 2016 - _____ entitled "A Resolution of the Inyo County Board of Supervisors Vacating Elm Street, Independence and Reserving an Easement for Utility Purposes", and authorize the Chairperson to sign.

SHERIFF

27. Request Board declare the California Department of Justice a sole source provider of processing and verifying fingerprints for applicants, and authorize a purchase order in the amount of \$6,500.
28. Request Board approve a blanket purchase order to Office Depot in the amount of \$4,000, for office supplies for the Sheriff's Department administration and sub stations.

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

29. **CHILD SUPPORT** – Request Board find consistent with the Authorized Position Review Policy: A) the availability of funding for the position comes from the Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; and B) the position could be filled by an internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and 3) approve the hiring of one Child Support Officer I, Range 57 (\$3,232 - \$4,027) or Child Support Officer II, Range 60 (\$3,471 - \$4,216), depending upon qualifications.
30. **HEALTH AND HUMAN SERVICES – ESAAA/IC Gold** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however, an external recruitment is more appropriate; and, 3) approve the hiring of one B-PAR Program Services Assistant I, at Range 39PT (\$11.46 to \$13.92/hr.), or one B-PAR Program Services Assistant II at Range 42PT (\$12.26 to \$14.91/hr.), depending upon qualifications.

31. **HEALTH AND HUMAN SERVICES – Social Services -ESAAA/IC Gold** - Request Board: A) approve the modified job description reflecting the removal of duties related to monitoring the sewage treatment lagoon and adding some library duties; and, request Board find consistent with the adopted Authorized Position Review Policy: B) the availability of funding for the requested position exists, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and C) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however, an external recruitment is more appropriate; and, D) approve the hiring of one Tecopa Operations Manager at Range 63 (\$3,716 - \$4,522) dependent upon qualifications.
32. **HEALTH AND HUMAN SERVICES – Public Health** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists in the Health budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Public Health Nurse Range 80 (\$5,559 - \$6,761), or one Registered Nurse Range 78 (\$5,303 - \$6445), depending upon qualifications.
33. **PUBLIC WORKS** – Request Board authorize the hiring of a Senior Engineer position at Step E, which was previously approved for hiring.
34. **PUBLIC WORKS** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists in the Public Works Budget, as certified by the Public Works Director, and concurred with by the County Administrator and the Auditor-Controller, and B) where internal candidates may meet the qualifications for the positions, the vacancies could be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Engineering Assistant I at Range 71 (\$4,493 - \$5,462) or Engineering Assistant II at Range 75 ((\$4,941 - \$6,005), depending on experience; and D) approve the hiring of one Assistant Civil Engineer I Range 73 (\$4,709 - \$5,728).
35. **SHERIFF'S DEPARTMENT** – Request Board: A) declare Digital Ally as a sole source and authorize the purchase of (7) DVM-800 in-car digital video system car cameras in the amount of \$26,442.20 (includes tax in the amount of \$1,957.20 to be paid directly to the State); and B) authorize reimbursement of (2) car cameras purchased by Motor Pool in the amount of \$8,119.20 (includes tax in the amount of \$599.50); and C) amend the Fiscal Year 2015-16 Sheriff's General Budget Unit #022700 by increasing estimated revenue in Citizens Options Public Safety (*Revenue Code #4488*) by \$34,562 and increasing appropriations in Office and Other Equipment (*Object Code #5232*) by \$34,562. (*4/5's vote required*)
36. **SHERIFF'S DEPARTMENT** – Request Board: A) effective May 1, 2016, increase the authorized strength within the Sheriff's Department by one Office Technician I/II to allow for overlap, and, effective June 1, 2016, decrease the authorized strength by one Office Technician I/II; and, request Board find that consistent with the adopted Authorized Position Review Policy: B) the availability of funding for the requested position of Office Technician I/II exists in the Sheriff's general budget, as certified by the Sheriff, and concurred with by the County Administrator and the Auditor-Controller; and C) where internal candidates may meet the qualifications for the position and the vacancy could possibly be filled by an internal recruitment, an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and D) approve the hiring of one Office Technician I at Range 55 (\$3,088 - \$3,754) or Office Technician II at Range 59 (\$3,389 - \$4,118).
37. **COUNTY ADMINISTRATOR – Inyo Recycling and Waste Management** – Request Board: A) Approve the contract between the County of Inyo and the Mattress Recycling Council (MRC) for the handling and temporary storage of used mattresses to be recycled; and B) authorize the Chairperson to sign the contract upon obtaining all appropriate signatures and transmit a copy of the signed contract to the Clerk of the Board for the Board's files.
38. **COUNTY ADMINISTRATOR – Inyo Recycling and Waste Management** – Request Board find that, consistent with the adopted Authorized Position Review Policy; A) the availability of funding for the requested position exists in the Solid Waste Budget as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; and B) authorize the filling of the Gate Attendant position, Range 48 (\$2,581 - \$3,128) from the established eligibility list.
39. **COUNTY ADMINISTRATOR – Motor Pool** – Request Board: A) declare the vehicles and equipment identified in Exhibit A as surplus; and B) authorize Motor Pool to offer the vehicles for sale utilizing the Public Surplus auction site; and C) authorize Motor Pool to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another auctioneer for the removal and sale of any vehicles or equipment remaining unsold after the Public Surplus process.

40. **COUNTY ADMINISTRATOR – Parks and Recreation** – Request Board: A) approve entering into an agreement with Active Network LLC to allow Inyo County campsites to be listed on and reserved through ReservAmerica, and to allow the County to utilize other Active Newwork services for managing campgrounds; and, B) authorize the Assistant to the County Administrative Officer to sign.
41. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board continue the local emergency, known as the “Gully Washer Emergency” that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.
42. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board continue the local emergency, known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of the extreme drought conditions that exist in the County, as recommended by the County Administrator
43. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board continue the local emergency, known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015, as recommended by the County Administrator.
44. **CLERK OF THE BOARD** – Request Approval of the minutes of the Board of Supervisors Meetings of A) Special Meeting of February 23, 2016; B) Regular meeting of March 1, 2016; and C) Regular Meeting of March 8, 2016.

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

- 2:00 p.m.**
45. **PROBATION** – Request Board: 1) receive the attached report describing out-of-county juvenile placement contracts; and 2) direct staff to prepare contracts for not guaranteed bed space with at least three (3) counties for consideration by the Board of Supervisors at a future meeting.
 46. **PROBATION** – Request Board: 1) receive the attached report describing the requirements and steps necessary to operate the Juvenile Hall as a “special purpose facility”; and 2) provide direction to staff.
 47. **PROBATION** – Request Board: 1) receive the attached report describing the options for 72-Hour Detention Placement of Youth in compliance with State Law; and 2) provide direction to staff.

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

48. **WATER DEPARTMENT** – Letter from the Big Pine Paiute Tribe concerning consultation on County activities related to the Sustainable Groundwater Management Act.

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

49. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

50. **ENVIRONMENTAL HEALTH** – Proposition 65 Report of a hazardous spill 450 feet southeast of Diaz Lane near Bishop Creek, on the Bishop Paiute Tribe Reservation.
51. **INYO COUNTY SUPERINTENDENT OF SCHOOLS** – Notification of the County Board of Education’s decision to relocate the Keith Bright Juvenile Court School.



www.wild-iris.org



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MEMORANDUM

To: Members of the Inyo County Board of Supervisors
From: Ginnie Bird, CASA Case Manager
Date: March 22, 2016
Re.: Proclamation in Support of Sexual Assault Awareness Month
and Child Abuse Prevention Month

April is nationally designated as Sexual Assault Awareness Month and Child Abuse Prevention Month. During the month of April, in addition to our provision of services to those victims and families impacted by violence and abuse, Wild Iris will outreach to our communities through educational articles, public service announcements, and celebration of Denim Day on Wednesday, April 27th.

We respectfully request the Inyo County Board of Supervisors approve the attached proclamation in support of Sexual Assault Awareness Month and Child Abuse Prevention Month.

Thank you very much for your consideration and support.

**PROCLAMATION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
PROCLAIMING APRIL 2016 AS
SEXUAL ASSAULT AWARENESS MONTH**

WHEREAS, rape, sexual assault and sexual harassment harm our community, and statistics show that one in five women and one in seventy-one men will experience sexual assault during their lifetime; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before age 18; and

WHEREAS, young people experience heightened rates of sexual violence, and youth ages 12-17 are 2.5 times as likely to be victims of rape or sexual assault; and

WHEREAS, on campus, one in five women and one in sixteen men are sexually assaulted during their time in college; and

WHEREAS, survivors should have help to find the compassion, comfort, and healing they need, and sexual abusers should be punished to the full extent of the law; and

WHEREAS, survivors of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can heal from the abuse; and

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of sexual assault and work to increase public understanding of this significant problem; and

WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

WHEREAS, prevention is possible through education, awareness and community involvement; and

WHEREAS, it is time for the residents of Inyo County to take action to create a safer environment for all and make ending sexual assault a priority; and

WHEREAS, Wild Iris encourages each resident of Inyo County to pledge to join advocates and communities across the country in taking action to prevent sexual violence.

NOW THEREFORE, BE IT PROCLAIMED this 5th day of April, that the Inyo County Board of Supervisors, in recognition of the important work done by Wild Iris and all victims' service providers, proclaims April, 2016, as Sexual Assault Awareness Month.

Chairperson, Inyo County Board of Supervisor

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

by: _____

**PROCLAMATION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
PROCLAIMING APRIL 2016 AS
CHILD ABUSE PREVENTION MONTH**

WHEREAS, children are vital to our community's future success and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

WHEREAS, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

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

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and

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

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community; and

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

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

NOW THEREFORE BE IT PROCLAIMED this 5th day of April, 2016, that the Inyo County Board of Supervisors, in recognition of the important work done by Wild Iris and all victims' service providers, proclaims April, 2016, as Child Abuse Prevention Month.

Chairperson, Inyo County Board of Supervisor

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

by: _____



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: Supervisor Jeff Griffiths

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Proclamation declaring April 5, 2016 as Recognition day for National Service and all community service organizations in the County.

DEPARTMENTAL RECOMMENDATION: - Request Board approve a proclamation titled "Proclamation of the Board of Supervisors, County of Inyo, State of California, Proclaiming April 5, 2016 as Recognition Day for National Service and All Community Service Organizations in the County of Inyo."

SUMMARY DISCUSSION: - Inyo County, like many small jurisdictions across the country, depend on volunteer groups to help address pressing challenges facing our communities. April 5, 2016 is the date that other jurisdictions will be recognizing national service and the work of service organizations in their area. It is appropriate for the County of Inyo to join in this effort and recognize national service and the work of the many community service organizations in the County who provide valuable benefit to our citizens. Therefore, I am recommending the Board approve the proclamation as submitted.

ALTERNATIVES: - Staff awaits our Board's direction with regard to this proclamation.

OTHER AGENCY INVOLVEMENT: - n/a

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

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: _____

**PROCLAMATION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA PROCLAIMING
APRIL 5, 2016 AS RECOGNITION DAY FOR
NATIONAL SERVICE AND ALL COMMUNITY SERVICE ORGANIZATIONS
IN THE COUNTY OF INYO**

WHEREAS, service to others is a hallmark of the American character, and central to how we meet many of our needs and challenges; and

WHEREAS, the nation's cities and counties are increasingly turning to national service, community service organizations, and volunteerism as a cost-effective strategy to meet their needs; and

WHEREAS, AmeriCorps, Senior Corps, and other local community service organization participants address the most pressing challenges facing our communities, from educating students for the jobs of the 21st Century, supporting veterans and military families, to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service and other local community service organization participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, county officials, National League of Cities, National Association of Counties, Cities of Service, and mayors across the Country are joining together on April 5, 2016 as a day of recognition for national service.

NOW THEREFORE BE IT PROCLAIMED, this 5th day of April, 2016 that the Inyo County Board of Supervisors do hereby proclaim April 5, 2016, as Recognition Day for National Service and for all community service organizations in the County of Inyo, and encourage residents to recognize the positive impact of national and community service in our country, thanking those who serve; and finding ways to give back to their communities.

Chairperson, Inyo County Board of Supervisor

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

by: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 11
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Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Bishop Chamber of Commerce and Visitor's Bureau and the Lone Pine Chamber of Commerce for successfully completing 2015-16 Community Project Sponsorship Projects.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments to the Bishop Chamber of Commerce and Visitor's Bureau for \$2,000 for the Eastern Sierra Bouldering/Climbing Locations Brochure; \$1,950 for BCCVB Website Improvements; \$1,000 for Travel Show Promotions/Partnerships; and \$400 for the Railroad Express Holiday Event; and final payments to the Lone Pine Chamber of Commerce for \$800 for reprinting the Little Known Facts of Lone Pine brochure; and \$1,750 for the Inyo County Visitors Guide Writing Contest. Community Project Sponsorship Grant projects are funded from the 2015-16 Advertising County Resources Budget, 011400.

SUMMARY DISCUSSION: The Bishop Area Chamber of Commerce and Visitor's Bureau was awarded a FY 2015-16 CPSP grant in the amount of \$4,000 to create the Eastern Sierra Bouldering/Climbing Locations Brochure. The new brochure highlights Inyo County's world-famous climbing and bouldering areas, from Bishop to Lone Pine to the High Sierra. The brochure provides information about the types of climbing available -- bouldering, peak ascents, technical climbing -- and how to access those sites and other information. The brochure is being distributed throughout the county. After contracts were finalized, half the grant funds (\$2,000) were disbursed. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$2,000 and also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Bishop Area Chamber of Commerce and Visitor's Bureau was awarded a FY 2015-16 CPSP grant in the amount of \$3,900 for website improvements. The Bishop Chamber's website, bishopvisitor.com contains up-to-date information on events and activities throughout Inyo County in addition to information about Bishop. Updating the site, and creating a new domain, easternsierravisitor.com, enhances the ability of the chamber to provide information and updates to potential visitors to Bishop and the County. By including "high-end features" such as interactive maps, translations into several languages, photo and video galleries, the updated site is more "dynamic" and appealing to today's sophisticated travelers. The addition of information from local experts also taps into the "authenticity" trend in digital offerings. After contracts were finalized, half the grant funds (\$1,950) were disbursed. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,950 and also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Bishop Area Chamber of Commerce and Visitor's Bureau was awarded a FY 2015-16 CPSP grant in the amount of \$2,000 for Travel Show Promotions/Partnerships. The Bishop Chamber has been attending various travel shows for years, and in 2015/16 will be at five travel shows targeting consumers in Los Angeles, Long Beach, San Diego and the San Francisco Bay area. The grant helped the chamber update and diversify its travel show booth/display/presentation to include a wider array of events and activities in Inyo County and Bishop. After contracts were finalized, half the grant funds (\$1,000) were disbursed. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,000 and also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Bishop Area Chamber of Commerce and Visitor's Bureau was awarded a FY 2015-16 CPSP grant in the amount of \$800 for The Railroad Express Holiday Event. The "Railroad Express" was a new Christmas event in Bishop. Partnering with the Laws Railroad Museum, the event theme was based on the popular children's book, "Polar Express." Participants took a train ride with Santa at Laws and enjoyed other family holiday activities. After contracts were finalized, half the grant funds (\$400) were disbursed. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$400 and also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

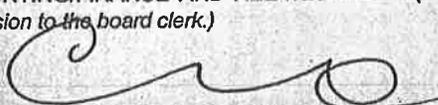
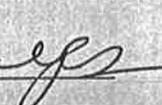
The Lone Pine Chamber of Commerce was awarded a FY 2015-16 CPSP grant in the amount of \$1,600 for reprinting the Little Known Facts of Lone Pine brochure. This is the third printing of this popular brochure, and the Chamber also "got a special deal" from the printer that also allowed for the reprinting of the Lone Pine Brochure Map. After contracts were finalized, half the grant funds (\$800) were disbursed. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$800 and also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Lone Pine Chamber of Commerce was awarded a FY 2015-16 CPSP grant in the amount of \$3,500 for the Inyo County Visitor's Guide Writing Contest. This new promotional effort is tailored along the same lines as the Lone Pine Chamber's successful photo contests. In this case, the chamber solicited enlightening, informative, funny or personal stories about visitors' experiences in Inyo County. The "winning" submissions (which will be announced April 1) will be used in upcoming Inyo County Visitors Guides and other promotional venues, including web pages. Using visitors' articles to promote Inyo County matches the trend to find "authentic," unfiltered experiences described by peers. After contracts were finalized, half the grant funds (\$1,750) were disbursed. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,750 and also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

ALTERNATIVES: The Board could deny the requests.

OTHER AGENCY INVOLVEMENT: County Administrator's Office, Auditor/Controller.

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in the FY 2015-16 Advertising County Resources Budget (011400), Professional Services (5265).

APPROVALS	
COUNTY COUNSEL:	<p>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.)</p> <p>Approved: _____ Date _____</p>
AUDITOR/CONTROLLER:	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</p> <p> Approved: 3/23/2016 Date </p>
PERSONNEL DIRECTOR:	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p>Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:  Date: 3-29-16
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

RECEIVED



2016 MAR -7 PM 4:42

BISHOP AREA CHAMBER OF COMMERCE & VISITORS BUREAU

INYO COUNTY

ADMINISTRATOR

CLERK OF THE BOARD

March 3, 2016

Dear Mr. Klusmire and Inyo County Supervisors:

Please find enclosed final funding request packages related to Inyo County Community Project Sponsorship Grant Funding for the following projects:

- BACCVB Website Improvement
- Travel Show Promotion Partnership
- Eastern Sierra Bouldering/Climbing Locations Brochure
- Railroad Express Holiday Event

This package contains completed reimbursement request forms, copies of all related invoices and written summary reports for the projects. We are happy to report that all projects have been successfully completed. We're quite proud of all and we are certain you will be pleased as well.

Please let me know when the final reimbursement requests will be before the Board of Supervisors. I would like the opportunity to thank the Board as well as answer any questions that may arise.

If you should require further information, please feel free to contact me. Thank you in advance for your assistance with processing our reimbursement requests at your earliest convenience.

As always, thank you for your continued support of the Bishop Area Chamber of Commerce and Visitors Bureau.

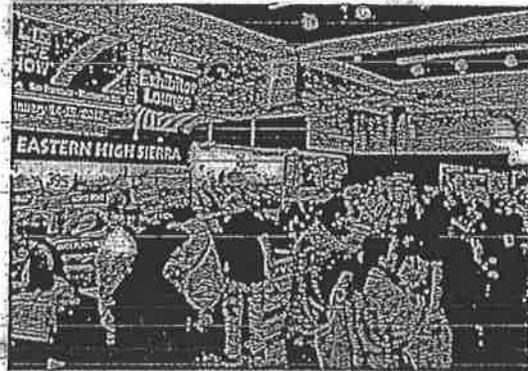
Sincerely,

Tawni Thomson
Executive Director
Bishop Area Chamber of Commerce & Visitors Bureau



Inyo County Community Project Sponsorship Program
Travel Show Promotion Partnership

The Bishop Area Chamber of Commerce and Visitors Bureau (BACCVB) has proudly represented Inyo County at several travel consumer shows for many decades.



We have experienced first-hand the value of participating in this type of marketing and for 2016, we have expanded our schedule from two to five shows.

- San Diego Travel & Adventure Show
- LA Travel & Adventure Show
- Long Beach Fred Hall "Ultimate Outdoor Experience"
- Bay Area Travel & Adventure Show
- Del Mar Fred Hall "Ultimate Outdoor Experience"

"You never get a second chance to make a first impression!"

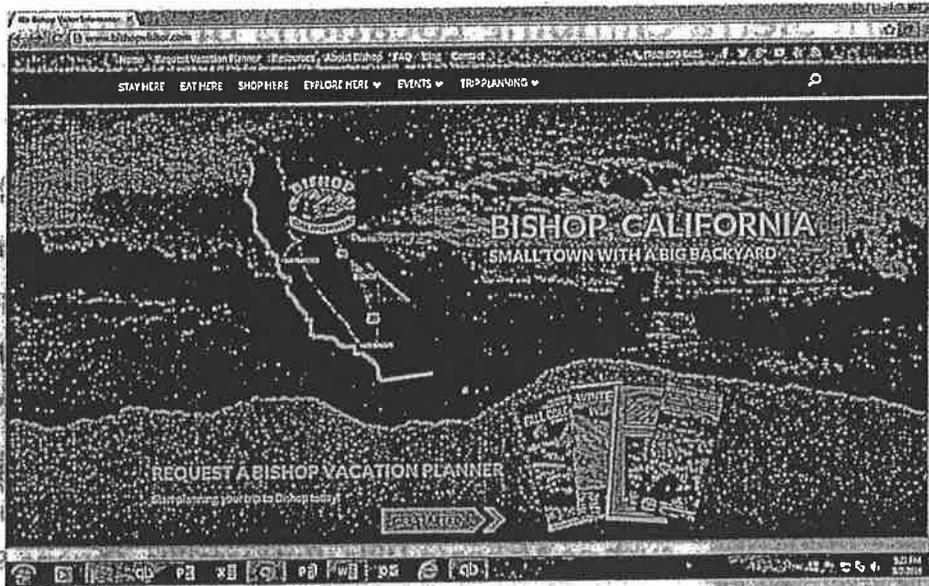
This age-old adage is especially true when Inyo County is lined up in a row with many other destination marketing organizations. We're all trying to catch the attention of the 1000's of customers that flock to these events in search of information for their next great vacation adventure!

CPSP grant funding allowed BACCVB to purchase one new booth backdrop, counter-height tables and chairs, new photo enlargements and other essential elements for the display. In terms of leveraging funds for maximum benefit, this project represents a great partnership for Inyo County! BACCVB will invest over \$25,000 to represent our region at the travel consumer shows this year. Inyo County's \$2,000 investment definitely helps to enhance the project.



The world of tourism marketing is fiercely competitive. Hundreds of other destinations are represented at these travel marketplace events and it is imperative that we make a great impression!

Community Project Sponsorship Program BACCVB Website Improvement



Bishop Area Chamber of Commerce & Visitors Bureau is proud to present our brand new, greatly enhanced website!

The new site features beautiful photo galleries, activities, camping information, dining and lodging options. While the site is aesthetically superior to our old site, the improved functionality is the most important part. The new site is now responsive, meaning that visitors can view the site from any device including tablet, pc or smart phone. This is vital since we know that 46% of site visitors are viewing from a tablet or phone. The new site also features interactive maps and an excellent calendar of events. The new site also enables us to monitor usage data more completely.

The new site was launched just over one month ago and we are already seeing terrific results. In February, 2016 we had 5,242 unique visitors, 77% were new visitors and they viewed an average of 3.79 pages per visit. This tells us our paid advertising via print, online, social and travel shows is working to generate more interest in our destination. It also tells us that once people visit the website, they are interested enough to explore at least three pages of information.

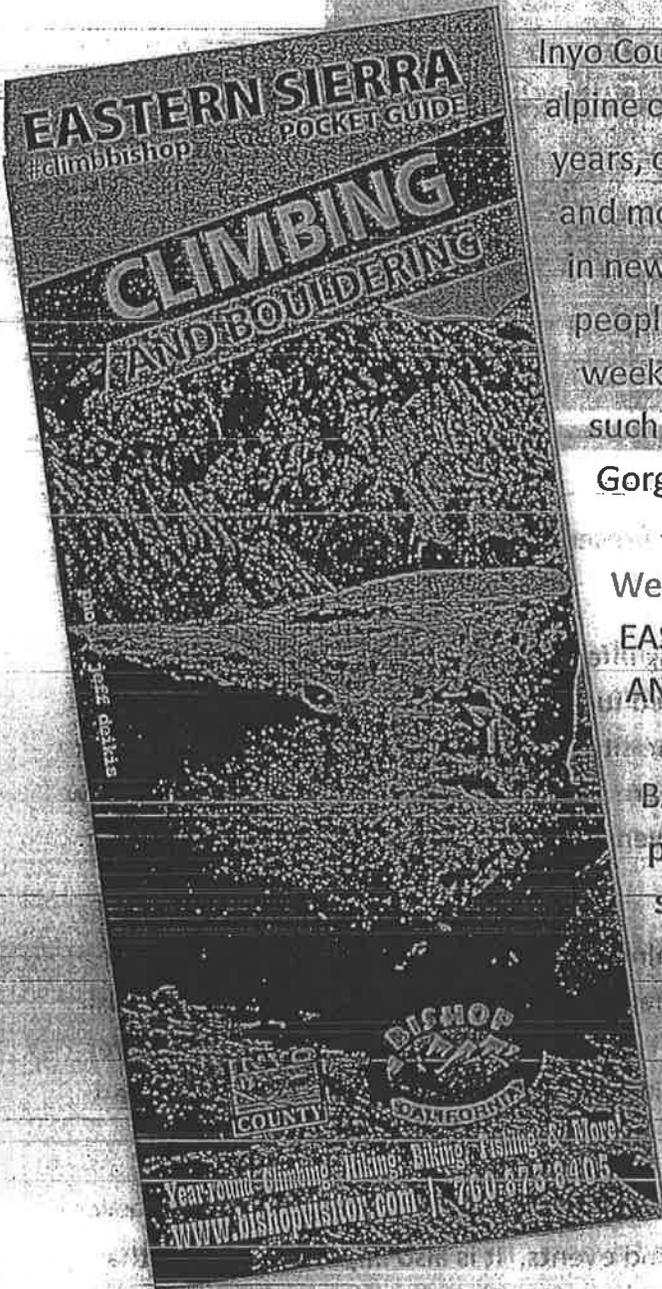
While the new site is up and running, it is important to note that it will remain a "work in progress." The new site structure allows BACCVB staff to easily add content, photos and events. It is also important to note that the site promotes regional visitation and includes attractions throughout Inyo County. We purchased the URL www.easternsierravisitor.com which also points to the new site.

Total cost of building the new site was \$10,950 and BACCVB is grateful for Inyo County's co-funding of the project in the amount of \$3,900.

Community Project Sponsorship Program

Eastern Sierra Climbing Locations Brochure

Bishop Area Chamber of Commerce & Visitors Bureau (BACCVB)

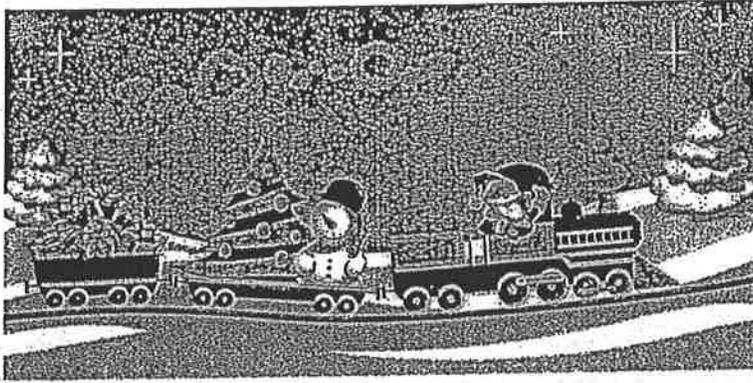


Inyo County has become one of the most sought after alpine climbing locations in the world. In recent years, climbing and bouldering have become more and more popular. We have seen a marked increase in new visitors interested in the sport. Dozens of people come into the Bishop Visitor Center each week asking for directions to the iconic Inyo spots such as Alabama Hills, Buttermilks, Owens River Gorge, Happy & Sad Boulders.

We are pleased and proud to now offer the new **EASTERN SIERRA POCKET GUIDE FOR CLIMBING AND BOULDERING!**

BACCVB staff worked with local experts to produce the brochure to help guests find several climbing/bouldering areas as well as information about related goods and services available in the Owens Valley. The guide highlights Buttermilk Country, Alabama Hills, Whitney Portal, Owens River Gorge, Happy & Sad Boulders and Pine Creek Crags.

We will make the brochure available at area visitor centers, lodging establishments and businesses that serve climbing/bouldering visitors. We also plan to feature a digital version on our new website.



Inyo County Community Project Sponsorship Program

The "Railroad Express"

By all accounts, the new "Railroad Express" holiday event was a resounding success!

Attendance far exceeded expectations and we heard from many families that hope the event continues and will be a new holiday tradition.

The event was a cooperative project between Bishop Chamber of Commerce and Laws Railroad Museum. Staff and volunteers for both organizations worked diligently to make sure every detail attended to.

Children, parents and grandparents boarded the train at Historic Laws Museum for a magical and fun afternoon. They were treated to hot cocoa, live entertainment and visits with Santa & Mrs. Claus. Kids also enjoyed craft activities, cookie decorating and smores making.

Thanks to generous co-sponsors, volunteers, donors and solid attendance the inaugural Railroad Express had a small net profit which was shared between Laws and Bishop Chamber. We intend to use the funds as "seed money" to grow the event for next year.

On behalf of both organizations - THANK YOU for providing CPSP support for The "Railroad Express!"



March 4, 2016
Inyo County Board of Supervisors
Drawer N
Independence CA 93545

Dear Board,

The Lone Pine Chamber is grateful for your participation as a sponsor for the Visitor's Guide article contest.

We had 8 entries, two of which were poems. The winners will be announced April 1st
It is exciting to have local people involved in promoting their own area.

Sincerely,

Kathleen New
President/CEO

Lone Pine Chamber of Commerce



February 16, 2016

Inyo County Board of Supervisors
Drawer N
Independence CA 93545

Dear Board,

The Lone Pine Chamber is grateful for your participation as a sponsor for the brochure Little Known Facts of Lone Pine.

This little brochure is so popular it is hard to keep on hand and since this is the third printing the printer gave us a special deal and that made it possible to also print our new Lone Pine Brochure Map (see attached)

Sincerely,

Kathleen New
President/CEO
Lone Pine Chamber of Commerce

Would you believe?

In 1872, a huge earthquake in the Owens Valley killed 27 people and destroyed most of the structures in Lone Pine. The cemetery for the victims is 1 mile north of town on the west side of Hwy 395.

The Alabama Hills are actually part of the Sierra Nevada and not a separate range.

GOVERNMENT

Lone Pine used to have 3 beer dealerships, 3 grocery stores, 4 mercantile stores, 2 Panneys, 2 Sears, 6 gas stations, 2 medical clinics, 4 bars, 7 restaurants, 2 houses of prostitution and 2 saloons.

Padwater in Death Valley, the lowest point in the US at 282 feet below sea level, and McWhinney at 4,497 feet above sea level, the highest point in the lower 48, are within 100 miles of each other. Every year endurance runners go from Padwater to McWhinney in 26 hours.

More than 400 films have been made in and around Lone Pine in the last 90 years plus hundreds of episodes of TV shows and 11,500 commercials too. Movies, TV shows and commercials are still being filmed in the area each year.

The Film History Museum was made possible by a generous donation from Jim Rogers of Nevada and houses items from almost all the films made in the area.

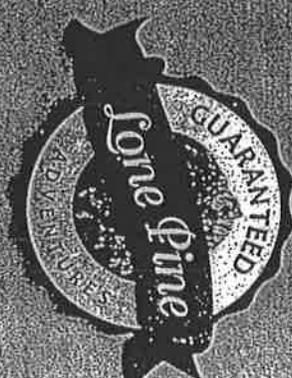


The Alabama Hills and Kearsarge Pass, west of Independence, were named after a Confederate ship and a Union battleship, respectively.

There are over 400 established rock climbing routes and 100 routes in the Alabama Hills. Contact with the local climbers at 760-876-5500.

You can fish for trout 6-9 months earlier in Lone Pine than anywhere else in the western Sierra. Fishing season opens the first Saturday in March here. The General Trout Season opens at the end of April to the rest of the area.

For more information, many hours, or interesting stories, stop by 120 S. Main St. or call Lone Pine Chamber, 760-876-4444 or email info@lonepinechamber.org.



Best kept secrets and more adventures into the hidden past of Inyo County



Did You Know?

9 miles East is Cerro Gordo mine and ghost town where more than 2,000 miners lived and worked in the 1870s and 1880s, sending tons of silver to Los Angeles, which helped spur the city's growth. A great day trip.

14 miles West are the Madama Lillis where more than 400 films were made and you can tour the mills to see the different locations. Get the one hour tour map at the Chamber of Commerce.

114 miles East is Death Valley National Park. Signs beyond your imagination. Spend the day or the weekend. Pick up Death Valley Guide at the Chamber office.

9 miles North is the Mariposa National Historic Site where 10,000 Japanese-Americans were interned during WWII. There is an interpretive center and gift shop, plus self-guided driving tours of the site.

13 miles West is the Portal to Mt. Whitney (7,497 feet high). You can hike, bike and drive. Limit at the store. This is the best of place for climbing Mt. Whitney. You can hike to Lone Pine Lake (2 miles) without a permit.

2 miles East is the recently re-watered Lower Owens River, one of the largest river restoration projects in America. Day for almost 100 years water was reintroduced to the Lower Owens River Channel in 2006 and within a few years the flora and fauna were flourishing along the stream for 20+ new miles of wetland.

23 miles South, near Carago, is the Owens Dam where tens of thousands of migrating shorebirds and waterfowl stop on their journey, with some species nesting in the area. Get a birding map at the Chamber.

When Cerro Gordo was producing silver, for several years a steamboat crossed the lake from Keeler to Carago carrying ore from the mine and wood and supplies to the mine. The Owens Lake is an Audubon Important Bird Area.

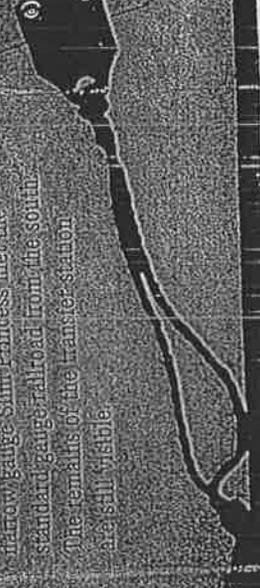
6 miles East on Narrow Gauge Road is the Old Owen's Railroad station, where the narrow gauge Slim Princess met the standard gauge railroad from the south. The remains of the transfer station are still visible.

20 miles West is Horseshoe Meadows where you can actually see Golden Trout leaping out of the stream. Great place for horseback riding, hiking, camping and fishing. Call 760-878-2015.

13 miles North is the abandoned Reward Mine where hundreds of people lived and worked mining gold. More than 500,000 ozs. of gold were shipped out between 1875-1989.

1875-1989
CALIFORNIA
COST

places of interest
local collectibles





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

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

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Big Pine Cemetery District Board of Trustee Appointment

DEPARTMENTAL RECOMMENDATION: - Request Board re-appoint Joe Steward to the Big Pine Cemetery District Board of Trustees, to complete an unexpired four-year term ending May 31, 2019. (*Notice of Vacancy resulted in request for appointment being received from Mr. Steward.*)

SUMMARY DISCUSSION: Your Board is the appointing authority for the local cemetery districts. The Big Pine Cemetery District notified this office of a scheduled vacancy. The appropriate notice of vacancy for the term was published per your Board's policy. Request for appointment was received from Mr. Steward last year after the deadline for the application on the previous notice vacancy. The Clerk's office retained his request for appoint and received word from the District to notice the vacancy in the first part of February of this year. It is recommended that your Board reappoint Mr. Steward, who has continued to serve under your policy.

ALTERNATIVES: - Your Board could choose to not make the appointments from the current applicant pool. This alternative is not recommended in that delays in making the appointment could hinder the Districts ability to operate.

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)



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
e-mail: pgunsolley@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

NOTICE OF VACANCY BIG PINE CEMETERY DISTRICT

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill two vacancies on the Big Pine Cemetery District Board of Trustees, to complete unexpired four-year terms one ending May 31, 2019, and one ending June 15, 2017.

If you are interested in serving on the Big Pine Cemetery District Board of Trustees and live in the Cemetery District, please submit your request for appointment on or before 5:00 p.m., March 24, 2016 to the Board of Supervisors at P. O. Box N, Independence, CA 93526.

Attention Legal Notices:

PLEASE PUBLISH IN THE March 12, 2016, issue of the Inyo Register.

Thanks

Patricia Gunsolley
Assistant Clerk of the Board
760-878-0373

Joe Steward
P.O. Box 204
Big Pine, CA 93513

April 30, 2015

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

Dear Board Members,

This letter is to inform you that I am willing to continue as a member of the Big Pine Cemetery District Board of Directors for another term. Thank you for your consideration.

Sincerely,



Joe Steward

RECEIVED
2015 MAY -5 PM 4: 20
INYO COUNTY
ADMINISTRATOR
CLERK OF SUPERIOR



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

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

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Independence Cemetery District Board of Trustees Appointments

DEPARTMENTAL RECOMMENDATION: - Request Board re-appoint Marilyn Bracken to the Independence Cemetery District Board of Trustees, to complete a four-year term ending March 1, 2020. (*Notice of Vacancy resulted in request for appointment being received from Ms. Bracken.*)

SUMMARY DISCUSSION: Your Board is the appointing authority for the local cemetery districts. The Independence Cemetery District notified this office of a vacancy. The appropriate notice of vacancy was published per your Board's policy, for the term which is expiring. Requests for reappointment were received from Ms. Bracken, who is seeking re-appointment. Therefore, it is recommended that your Board re-appoint Ms. Bracken to the Board of Trustees as recommended.

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

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

Date: _____



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: pgunsolley@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

NOTICE OF VACANCY INDEPENDENCE CEMETERY DISTRICT

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill a vacancy on the Independence Cemetery District Board of Trustees, to complete a four-year term ending March 1, 2020

If you are interested in serving on the Independence Cemetery District Board of Trustees and live in the District, please submit your request for appointment on or before 5:00 p.m., March 10, 2016, to the Board of Supervisors at P. O. Box N, Independence, CA 93526.

Attention Legal Notices:

PLEASE PUBLISH IN THE February 25, 2016, issue of the Inyo Register.

Thanks.

Marilyn Bracken
210 N. Grant
Independence, CA 93526
(760) 878-2309

February 16, 2016

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

RE: Reappointment to Independence Cemetery District Board

Dear Honorable Board,

I am requesting reappointment to the Independence Cemetery District Board of Trustees for an additional four-year term ending March 1, 2020. Thank you for consideration of my request.

Sincerely,

A handwritten signature in cursive script that reads "Marilyn Bracken".

Marilyn Bracken



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 14

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

FROM: Recycling Waste Management

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Authorization to increase blanket purchase order for equipment maintenance

DEPARTMENTAL RECOMMENDATION:

Increase the blanket purchase order for Dave's Auto Parts from \$17,000 to \$24,000 for equipment parts.

<u>VENDOR</u>	<u>AMOUNT</u>
Dave's Auto Parts	\$17,000

SUMMARY DISCUSSION:

Recycling and Waste Management utilizes outside vendors to purchase parts for maintenance and repair of equipment used at the County Landfills.

The increase of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases, in accordance with the County Purchasing Policy.

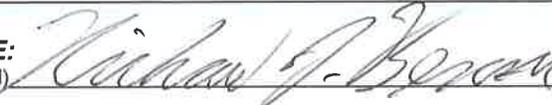
ALTERNATIVES:

Your Board could choose not to authorize the issuance of this blanket purchase order or modify the amount. In the event that the blanket purchase order is not issued, the procedure of preparing a purchase order for the individual purchase would be used. The effect of this, however, may increase the down time for repair of landfill equipment.

OTHER AGENCY INVOLVEMENT:

FINANCING: Included in the Recycling and Waste Management budget for the 2015-2016 fiscal year budget 045700 object code 5173.

<u>APPROVALS</u>	
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>yes</u> Date <u>3/21/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 3/23/16
 (Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
15

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

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Approval of Amendment Number 1 to contract for Regional Spanish Interpreter

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the Amendment Number 1 to the Agreement between the County of Inyo and Gerardo Ramos for the provision of independent contractor services for Spanish interpretive services. This Amendment modifies the Scope of Work to allow for interpretation at Court hearings for Spanish speaking clients.

SUMMARY DISCUSSION:

Under existing law, the Superior Court of California is not obligated to pay for language interpretive services in child support matters (other than for persons who are deaf or hard of hearing). With the need for Spanish interpretive services in court for our cases, we had in the past entered an agreement to compensate the Court for interpreters they procure for our hearings among the interpreter lists they maintain. When we learned that the Spanish speaking interpreter pool is so limited as to require the Court to procure an interpreter from Orange County California to service our customers in court, this became cost prohibitive and an alternative was sought. Mr. Ramos is available for our court calendar in Independence and this Amendment would provide a cost-effective and reliable method to provide Spanish interpretation during child support court proceedings.

Your Director respectfully requests approval of Amendment 1 to Agreement between the County of Inyo and Gerardo Ramos to augment the Scope of Work to include the provision of interpreter services at court proceedings in Independence, California.

ALTERNATIVES:

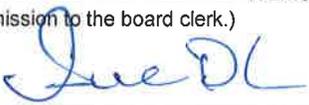
Your Board could choose to deny approval of this Amendment. However, this is not staff's recommendation as to do so would adversely continue to affect our cost effectiveness and not be the most financially prudent means of providing this service.

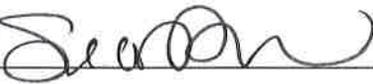
OTHER AGENCY INVOLVEMENT:

County counsel.

FINANCING: Contingent upon the Board's approval and adoption of the 2016-2017 Child Support Budget 022501 Object Code 5265. 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 <u>03/15/2016</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/16/2016</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>J</u> Date <u>3/16/16</u>

DEPARTMENT HEAD SIGNATURE:  Date: 3-9-16
(Not to be signed until all approvals are received)

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gerardo Ramos
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gerardo Ramos, of _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 9, 2015, on County of Inyo Standard Contract No. 116, for the term from July 1, 2015 to June 30, 2017.

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

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

County and Contractor hereby amend such Agreement as follows:

Amend Attachment A (Scope of Work) paragraph three to read as follows:

Contractor will interpret at the Bishop branch of the Eastern Sierra Child Support office from the hours of 9:00 a.m. to 12:00 p.m. each Wednesday of the week. Contractor will interpret in Independence for Superior Court on an as needed basis from 12:00 p.m. -5:00 p.m. Contractor will interpret at the Mammoth Lakes branch of the Eastern Sierra Child Support office from the hours of 2:00 p.m. to 4:00 p.m. each Thursday of the week; subject to revision upon notice to both parties.

Amend schedule of fees to include:

Travel: Contractor will be paid at current IRS mileage rate for travel between Bishop and Independence for services rendered at the Independence Superior Courthouse.

The effective date of this Amendment to the Agreement is April 1, 2016.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gerardo Ramos
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

GERARDO RAMOS
Type or Print

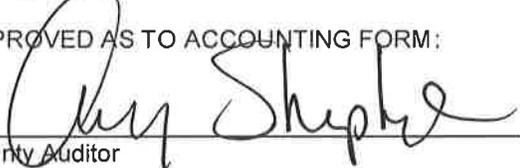
Dated: March 2, 2016

APPROVED AS TO FORM AND LEGALITY:



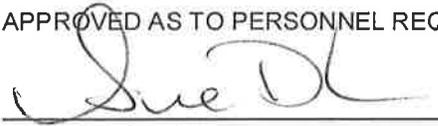
County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 16

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

FROM: Health & Human Services - ESAAA

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Amendment Number 1 and 2 of the Standard Agreement for Contract Number AP-1516-16 between California Department of Aging and County of Inyo.

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendments Number 1 and 2 to Standard Agreement for Contract Number AP-1516-16, between the County of Inyo and the California Department of Aging, increasing the overall allocation by \$23,741, for a total contract amount of \$758,502 and includes change in the language for commencement of work and authorize the HHS Director to sign the two Standard Agreement Amendments.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

These two contract amendments were received from the State on Friday March 4, 2016 and began routing through the county approval process on Monday, March 7, 2016. These contract amendments provide for an increase in Ombudsman funds in the amount of \$13,616 and the allocation of One-Time-Only (OTO) federal funds in the amount of \$10,125, derived from reallocated carryover from FY 2014-15 and new supplemental funding. This increase will be used to continue services provided under this Agreement. Amendment 1 includes an increase in funds and a change in the language in Article IV. COMMENCEMENT OF WORK section. The increase in Ombudsman funds is in the following categories:

General Fund IIIB	Skilled Nursing Facility (SNF) Quality and Accountability	State Health Facilities Citation Penalty Account
\$8,943	\$3,577	\$1,096

The second amendment is an increase in the following categories:

Supportive Services	Ombudsman	Congregate Nutrition	Home-Delivered Meals	Disease Prevention	Family Caregiver	Elder Abuse
\$858 (IIIB)	\$1,951 (VIIa)	\$3,172 (IIIC1)	\$1,054 (IIIC2)	\$221 (IIID)	\$1,439 (IIIE)	\$39 (VII)
		\$417 (NSIP C1)	\$974 (NSIP C2)			

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

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

State and Federal dollars. Total amount of this contract is \$758,502, and is budgeted as revenue in the ESAAA budget (683000) in the State and Federal revenue object codes. Total federal dollars are \$485,587, and total State dollars are \$272,915.

APPROVALS

COUNTY COUNSEL: <i>yes</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date <u>3/10/16</u>
AUDITOR/CONTROLLER: <i>yes</i>	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 <u>3/11/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jan Turner

Date: 3-15-16

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER AP-1516-16	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME
California Department of Aging
- CONTRACTOR'S NAME
County of Inyo
2. The term of this Agreement is **July 1, 2015** through **June 30, 2016**
3. The maximum amount of this Agreement after this amendment is: **\$ 748,376.00**
Seven hundred forty-eight thousand three hundred seventy-six and 00/100 dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This contract amendment increases Ombudsman funds provided to the contractor by \$ 13,616.00. This increase will be used to enhance Ombudsman services.

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

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

ARTICLE IV. COMMENCEMENT OF WORK is changed.

The following is added:

"Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated." Is added.

The following is deleted:

"The Contractor shall not begin work in advance of receipt of the approved contract. If the contract is not approved and the Contractor has begun work, the Contractor may be considered to be a volunteer or the Contractor may have to pursue a claim for payment by filing with the Victim Compensation and Government Claims Board. The State has no legal obligation unless and until the contract is approved."

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of Inyo		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jeff Griffiths, Chairman, Board of Supervisors		
ADDRESS 163 May Street BISHOP CA 93514-2709		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Aging		<input checked="" type="checkbox"/> Exempt per: AG OP 80-111
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Glenn Wallace, Manager, Contracts and Business Services Section		
ADDRESS 1300 National Drive, Suite 200, Sacramento, CA 95834		

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
 Budget Display
 Fiscal Year 2015-2016
 County of Inyo**

12 Month Total (July 1, 2015 - June 30, 2016)

	Project Number	Baseline	Other Baseline Adjustments	Cumulative Transfers	Updated Baseline	OTO	Updated Total	Net Change
Supportive Services								
Federal Title IIIB	3BSL15-15	25,740	-	-	25,740	-	25,740	-
Federal Title IIIB	3BSL16-15	77,219	-	-	77,219	-	77,219	-
Total Supportive Services		102,959	-	-	102,959	-	102,959	-
Ombudsman								
Federal Title IIIB	3BOL15-15	3,769	-	-	3,769	-	3,769	-
Federal Title IIIB	3BOL16-15	11,307	-	-	11,307	-	11,307	-
Federal Title VIIa	7OFL15-15	4,746	-	-	4,746	-	4,746	-
Federal Title VIIa	7OFL16-15	14,238	-	-	14,238	-	14,238	-
General Fund IIIB	B1GL	-	8,943	-	8,943	-	8,943	8,943
State Health								
Facilities Citation								
Penalties Account	SDFL	1,199	-	-	1,199	1,096	2,295	1,096
SNF Quality & Accountability	SNFL	16,991	3,577	-	20,568	-	20,568	3,577
Total Ombudsman		52,250	12,520	-	64,770	1,096	65,866	13,616
Congregate Nutrition								
Federal Title IIIC1	3C1L15-15	35,886	-	-	35,886	-	35,886	-
Federal Title IIIC1	3C1L16-15	107,657	-	-	107,657	-	107,657	-
General Fund C1	C1GL	58,530	-	-	58,530	-	58,530	-
C1 Special Nutrition	AC1L 16-15	-	-	-	0	-	0	-
NSIP C1	NC1L15-15	3,149	-	-	3,149	-	3,149	-
NSIP C1	NC1L16-15	9,448	-	-	9,448	-	9,448	-
Total Congregate Nutrition		214,670	-	-	214,670	-	214,670	-
Home-Delivered Meals								
Federal Title IIIC2	3C2L15-15	18,105	-	-	18,105	-	18,105	-
Federal Title IIIC2	3C2L16-15	54,314	-	-	54,314	-	54,314	-
General Fund C2	C2GL	182,440	-	-	182,440	-	182,440	-
C2 Special Nutrition	AC2L 16-15	-	-	-	0	-	0	-
NSIP C2	NC2L15-15	7,349	-	-	7,349	-	7,349	-
NSIP C2	NC2L16-15	22,047	-	-	22,047	-	22,047	-
Total Home Delivered Meals		284,255	-	-	284,255	-	284,255	-
Disease Prevention								
Federal Title IIID	3DFL15-15	621	-	-	621	-	621	-
Federal Title IIID	3DFL16-15	1,864	-	-	1,864	-	1,864	-
Total Disease Prevention		2,485	-	-	2,485	-	2,485	-
Family Caregiver								
Federal Title IIIE	3EFL15-15	4,183	-	-	4,183	-	4,183	-
Federal Title IIIE	3EFL16-15	12,547	-	-	12,547	-	12,547	-
Total Title IIIE		16,730	-	-	16,730	-	16,730	-
Elder Abuse								
Federal Title VII	7EFL15-15	157	-	-	157	-	157	-
Federal Title VII	7EFL16-15	469	-	-	469	-	469	-
Total Elder Abuse		626	-	-	626	-	626	-

Budget Display continues on Page 13

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
 Budget Display
 Fiscal Year 2015-2016**

County of Inyo

12 Month Total (July 1, 2015 - June 30, 2016)

	Project Number	Baseline	Other Baseline Adjustments	Cumulative Transfers	Updated Baseline	OTO	Updated Total	Net Change
Administration								
Federal Title IIIB	3BAL15-15	4,602	-	-	4,602	-	4,602	-
Federal Title IIIB	3BAL16-15	13,805	-	-	13,805	-	13,805	-
Federal Title IIIC1	C1AL15-15	5,740	-	-	5,740	-	5,740	-
Federal Title IIIC1	C1AL16-15	17,220	-	-	17,220	-	17,220	-
Federal Title IIIC2	C2AL15-15	2,896	-	-	2,896	-	2,896	-
Federal Title IIIC2	C2AL16-15	8,688	-	-	8,688	-	8,688	-
Federal Title IIIE	3EAL15-15	1,924	-	-	1,924	-	1,924	-
Federal Title IIIE	3EAL16-15	5,771	-	-	5,771	-	5,771	-
General Fund C1	1GAL	110	-	-	110	-	110	-
General Fund C2	2GAL	29	-	-	29	-	29	-
Total Administration		60,785	-	-	60,785	-	60,785	-
Funding Summary								
Federal Funds		475,461	-	-	475,461	-	475,461	-
General Fund		241,109	8,943	-	250,052	-	250,052	8,943
SNF Quality & Accountability		16,991	3,577	-	20,568	-	20,568	3,577
State Health Facilities Citation Penalties Account		1,199	-	-	1,199	1,096	2,295	1,096
Grand Total - All Funds		734,760	12,520	-	747,280	1,096	748,376	13,616

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 6,514

The maximum amount of Title IIIE expenditures allowable for Grandparents is: 3,256

The minimum General Fund to be expended for State Match in Title III is: 18,907

CFDA NUMBER	Year	Award #	Award Name
93.041	2015	15AACAT7EA	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.041	2016	16AACAT7EA	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2015	15AACAT7OM	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.042	2016	16AACAT7OM	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.043	2015	15AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.043	2016	16AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2015	15AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2016	16AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2015	15AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2016	16AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2015	15AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2016	16AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2015	15AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2016	16AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2015	15AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program
93.053	2016	16AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 Pages

AGREEMENT NUMBER AP-1516-16	AMENDMENT NUMBER 2
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME
California Department of Aging
- CONTRACTOR'S NAME
County of Inyo
2. The term of this Agreement is July 1, 2015 through June 30, 2016
3. The maximum amount of this Agreement after this amendment is: \$ 758,501.00
Seven hundred fifty-eight thousand five hundred one and 00/100 dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Exhibit B number of pages is amended from 14 to 13.

This contract amendment increases funds provided to the contractor by \$ 10,125.00. This increase offsets unspent funds previously awarded to this contractor and will be used to enhance services.

Exhibit B, pages 12, and 13, titled Budget Display, amendment 2, is attached and replaces the Exhibit B pages 12, and 13, Budget Display Amendment 1.

The Budget, amendment 2, is hereby incorporated by reference and replaces the Budget, amendment 1.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of Inyo</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Jeff Griffiths, Chairman, Board of Supervisors</u>		
ADDRESS <u>163 May Street BISHOP CA 93514-2709</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>California Department of Aging</u>		<input checked="" type="checkbox"/> Exempt per: AG OP 80-111
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Glenn Wallace, Manager, Contracts and Business Services Section</u>		
ADDRESS <u>1300 National Drive, Suite 200, Sacramento, CA 95834</u>		

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
 Budget Display
 Fiscal Year 2015-16 (Federal Funding Years 2015 & 2016)
 County of Inyo**

12 months (July 1, 2015 - June 30, 2016)

	Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Supportive Services								
Federal Title IIIB	3BSL15-15	25,740	-	-	25,740	858	26,598	858
Federal Title IIIB	3BSL16-15	77,219	-	-	77,219	-	77,219	-
Total Supportive Services		102,959	-	-	102,959	858	103,817	858
Ombudsman								
Federal Title IIIB	3BOL15-15	3,769	-	-	3,769	783	4,552	783
Federal Title IIIB	3BOL16-15	11,307	-	-	11,307	-	11,307	-
Federal Title VIIa	7OFL15-15	4,746	-	-	4,746	1,168	5,914	1,168
Federal Title VIIa	7OFL16-15	14,238	-	-	14,238	-	14,238	-
General Fund IIIB	B1GL	-	8,943	-	8,943	-	8,943	-
Public Health L & C Program Fund	LCPF	-	3,577	-	3,577	-	3,577	3,577
State Health Facilities Citation Penalties Account	SDFL	1,199	-	-	1,199	1,096	2,295	-
SNF Quality & Accountability	SNFL	16,991	-	-	16,991	-	16,991	(3,577)
Total Ombudsman		52,250	12,520	-	64,770	3,047	67,817	1,951
Congregate Nutrition								
Federal Title IIIC1	3C1L15-15	35,886	-	-	35,886	3,172	39,058	3,172
Federal Title IIIC1	3C1L16-15	107,657	-	-	107,657	-	107,657	-
General Fund C1	C1GL	58,530	-	-	58,530	-	58,530	-
NSIP C1	NC1L15-15	3,149	-	-	3,149	417	3,566	417
NSIP C1	NC1L16-15	9,448	-	-	9,448	-	9,448	-
Total Congregate Nutrition		214,670	-	-	214,670	3,589	218,259	3,589
Home-Delivered Meals								
Federal Title IIIC2	3C2L15-15	18,105	-	-	18,105	1,054	19,159	1,054
Federal Title IIIC2	3C2L16-15	54,314	-	-	54,314	-	54,314	-
General Fund C2	C2GL	182,440	-	-	182,440	-	182,440	-
NSIP C2	NC2L15-15	7,349	-	-	7,349	974	8,323	974
NSIP C2	NC2L16-15	22,047	-	-	22,047	-	22,047	-
Total Home Delivered Meals		284,255	-	-	284,255	2,028	286,283	2,028
Disease Prevention								
Federal Title IIID	3DFL15-15	621	-	-	621	221	842	221
Federal Title IIID	3DFL16-15	1,864	-	-	1,864	-	1,864	-
Total Disease Prevention		2,485	-	-	2,485	221	2,706	221
Family Caregiver								
Federal Title IIIE	3EFL15-15	4,183	-	-	4,183	1,439	5,622	1,439
Federal Title IIIE	3EFL16-15	12,547	-	-	12,547	-	12,547	-
Total Title IIIE		16,730	-	-	16,730	1,439	18,169	1,439
Elder Abuse								
Federal Title VII	7EFL15-15	157	-	-	157	39	196	39
Federal Title VII	7EFL16-15	469	-	-	469	-	469	-
Total Elder Abuse		626	-	-	626	39	665	39
Administration								
Federal Title IIIB	3BAL15-15	4,802	-	-	4,802	-	4,802	-
Federal Title IIIB	3BAL16-15	13,805	-	-	13,805	-	13,805	-
Federal Title IIIC1	C1AL15-15	5,740	-	-	5,740	-	5,740	-
Federal Title IIIC1	C1AL16-15	17,220	-	-	17,220	-	17,220	-
Federal Title IIIC2	C2AL15-15	2,896	-	-	2,896	-	2,896	-
Federal Title IIIC2	C2AL16-15	8,688	-	-	8,688	-	8,688	-
Federal Title IIIE	3EAL15-15	1,924	-	-	1,924	-	1,924	-
Federal Title IIIE	3EAL16-15	5,771	-	-	5,771	-	5,771	-
General Fund C1	1GAL	110	-	-	110	-	110	-
General Fund C2	2GAL	29	-	-	29	-	29	-
Total Administration		60,785	-	-	60,785	-	60,785	-
Funding Summary								
Federal Funds		475,481	-	-	475,481	10,128	485,587	10,128
General Fund		241,109	8,943	-	250,052	-	250,052	-
Public Health L & C Program Fund		-	3,577	-	3,577	-	3,577	3,577
SNF Quality & Accountability		16,991	-	-	16,991	-	16,991	(3,577)
State Health Facilities Citation Penalties Account		1,199	-	-	1,199	1,096	2,295	-
Grand Total - All Funds		734,760	12,520	-	747,280	11,222	758,502	10,128

Comments:

The maximum amount of Title III-E expenditures allowable for supplemental services is: 6,513

The maximum amount of Title III-E expenditures allowable for Grandparents is: 3,257

The minimum General Fund to be expended for State Match in Title III is: 18,908

CFDA NUMBER	Year	Award #	Award Name
93.041	2015	15AACAT7EA	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.041	2016	16AACAT7EA	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2015	15AACAT7OM	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.042	2016	16AACAT7OM	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.043	2015	15AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.043	2016	16AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2015	15AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
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93.045	2016	16AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2015	15AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2016	16AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2015	15AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2016	16AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2015	15AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program
93.053	2016	16AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: HEALTH & HUMAN SERVICES- Public Health

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Request Board approval to discontinue SNAP-Education grant

DEPARTMENTAL RECOMMENDATION:

Request the Board authorize the Health and Human Services Public Health and Prevention Division to opt out of the SNAP-Education program for FFY 2017-FFY 2019.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In 2013, the Health and Human Services (HHS) Public Health division successfully applied to the California Department of Public Health (CDPH) for a grant to administer SNAP Education (SNAP-Ed) in Inyo County. Though we went into the application knowing that the program was administratively heavy, we proceeded under a plan to have San Bernardino County administer the program on our behalf, while our staff did the direct service delivery. Just prior to the application deadline, San Bernardino decided not to administer the program. Because we had done so much work already, including much stakeholder involvement, we decided to submit the application.

Under this program, HHS has received \$63,683 per year to provide nutrition education and obesity prevention services to target populations in order to encourage healthy eating habits and to increase physical activity. The program has operated for 3 years, and staff has used the funding to provide an average of 42 nutrition education interventions per year with a total reach of 1,491 participants through classes, physical activity events, community events, and other outreach.

While we have seen some encouraging participation from eligible families, we have found that the grant is very restrictive in terms of allowable activities and expenses. These restrictions significantly increase the staff time needed to administer the grant properly, and rob staff of direct-service time. For example, funding for 4 hours of staff time per week is available for SNAP-Ed administrative tasks for one staff member, but at least 8 hours per week are needed for SNAP-Ed administration (including fiscal tracking/reporting), supervision of services, and travel to required conferences and meetings done by several staff members. Time spent in excess of the time allowed under the SNAP Ed grant for administrative activities is subsidized with other applicable grant funds and health realignment dollars.

Last year, the HHS Public Health and Prevention division was authorized by your Board to hire three Prevention Specialist positions under blended funding to allow for more cross training and better coordination of services. These changes have helped to increase the efficiency of service delivery and staff knowledge of multiple programs. By eliminating the administrative burden of the SNAP-Ed grant, the division will have more staff time

available to provide nutrition education and obesity prevention activities that are already offered through other programs, such as the WIC and Maternal Child Adolescent Health (MCAH).

The California Department of Public Health's Nutrition Education and Obesity Prevention Branch (NEOPB) requires local health departments (LHD) to act as a lead coordinating agency for SNAP-Ed funding, but allows LHDs to designate non-profit organization to apply for the contract in place of the LHD. This means that other non-profit agencies in Inyo County could choose to apply for SNAP-Ed funding during future funding cycles.

ALTERNATIVES:

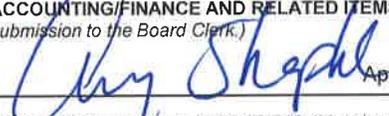
The Board could choose to have HHS continue to receive SNAP-Ed funding and allow excess administrative costs to be paid out of Health Realignment.

OTHER AGENCY INVOLVEMENT:

Team Inyo for Healthy Kids, local medical providers, local schools

FINANCING:

These expenses will be moved to MCAH (641616) and WIC (641915/16).

<u>APPROVALS</u>	
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: <u>yes</u> Date: <u>3/20/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>3/22/16</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: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:  Date: 3-23-16
 (Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

AGENDA NUMBER

For Clerk's Use Only:

18

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

FROM: HEALTH & HUMAN SERVICES, Public Health

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: 2015-16 Children's Medical Services Plan

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify and approve the Fiscal Year 2015-16 Children's Medical Services (CMS) Plan and Budgets and authorize the Chairperson to sign the Certification Statements.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This plan is coming before you late, as for the last several years the final budget allocations are not released by the State until late in the year, and then the county is given 60 days to use the information to complete the needed documents. The plan was originally due on January 5, 2016. However, due to staff turnover, we requested and received an extension in order to compile the information needed to complete the plan.

The CMS programs include California Children's Services (CCS), California Health and Disability Prevention (CHDP), and Health Care Program for Children in Foster Care (HCPCFC) which address resource development for medical services for children, case coordination, management of children with complex health problems and outreach activities to assure program access. Each year the Board is requested to sign the Certification Statements for these programs.

ALTERNATIVES:

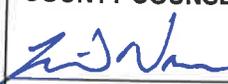
Your Board could choose not to approve the CMS plan which would result in receiving no funding and still having to provide mandated administrative services without State or Federal support.

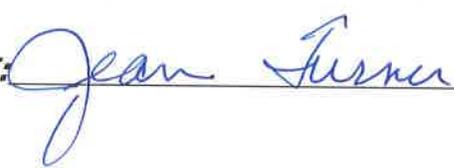
OTHER AGENCY INVOLVEMENT:

Department of Health Care Services, local health care providers, Social Services

FINANCING:

CCS Administration - 045501: 45% Federal funding, 40% State funding, 15% Social Services Realignment; Child Health & Disability Prevention (CHDP) and Health Care Program for Children in Foster Care (Foster Care) - 045102: 100% State and Federal funding. Funding is brought into these budgets as revenue. No County General Funds are used in these budgets.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>Yes</u> Date: <u>2/22/16</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>Yes</u> Date: <u>3/3/16</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: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:  Date: 3-7-16
(Not to be signed until all approvals are received)

Plan and Budget Required Documents Checklist

MODIFIED FY 2013-2014

County/City:	INYO	Fiscal Year: 2015-2016
Document		Page Number
1.	Checklist	Yes
2.	Agency Information Sheet	Yes
3.	Certification Statements	
	A. Certification Statement (CHDP) – Original and one photocopy	Yes
	B. Certification Statement (CCS) – Original and one photocopy	Yes
4.	Agency Description	
	A. Brief Narrative	Yes
	B. Organizational Charts for CCS, CHDP, and HCPCFC	Retain locally
	C. CCS Staffing Standards Profile	Retain locally
	D. Incumbent Lists for CCS, CHDP, and HCPCFC	Yes
	E. Civil Service Classification Statements – Include if newly established, proposed, or revised	N/A
	F. Duty Statements – Include if newly established, proposed, or revised	N/A
5.	Implementation of Performance Measures – Performance Measures for FY 2014-2015 are due November 30, 2013.	Yes
6.	Data Forms	
	CHDP Program Referral Data	Yes
7.	Memoranda of Understanding and Interagency Agreements List	
	A. MOU/IAA List	Yes
	B. New, Renewed, or Revised MOU or IAA	NA
	C. CHDP IAA with DSS biennially	Retain locally
	D. Interdepartmental MOU for HCPCFC biennially	Retain locally
8.	Budgets	
	A. CHDP Administrative Budget (No County/City Match)	
	1. Budget Summary	Yes

County/City: _____

INYO

Fiscal Year: 2015-2016

	Document	Page Number
	2. Budget Worksheet	Yes
	3. Budget Justification Narrative	Yes
B.	CHDP Administrative Budget (County/City Match) - Optional	
	1. Budget Worksheet	No
	2. Budget Justification Narrative	No
	3. Budget Justification Narrative	No
C.	CHDP Foster Care Administrative Budget (County/City Match) - Optional	
	1. Budget Summary	No
	2. Budget Worksheet	No
	3. Budget Justification Narrative	No
D.	HCPCFC Administrative Budget	
	1. Budget Summary	Yes
	2. Budget Worksheet	Yes
	3. Budget Justification Narrative	Yes
E.	CCS Administrative Budget	
	1. Budget Summary	Yes
	2. Budget Worksheet	Yes
	3. Budget Justification Narrative	Yes
G.	Other Forms	
	1. County/City Capital Expenses Justification Form	N/A
	2. County/City Other Expenses Justification Form	N/A
9.	Management of Equipment Purchased with State Funds	
	1. Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	N/A
	2. Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	N/A
	3. Property Survey Report Form (STD 152)	N/A

Agency Information Sheet

County/City: INYO

Fiscal Year: 2015-16

Official Agency

Name:	Inyo County Health & Human Services	Address:	PO Drawer H Independence, CA 93526
Health Officer	Richard Johnson, MD		

CMS Director (if applicable)

Name:	Anna Scott	Address:	207A West South Street
Phone:	760-873-7868		Bishop, CA 93514
Fax:	760-873-7800	E-Mail:	ascott@inyocounty.us

CCS Administrator

Name:	Melanie Fennessey	Address:	207A West South Street
Phone:	760-873-7868		Bishop, CA 93514
Fax:	780-873-7800	E-Mail:	mfennessey@inyocounty.us

CHDP Director

Name:	Anna Scott	Address:	207A West South Street
Phone:	760-873-7868		Bishop, CA 93514
Fax:	760-873-7800	E-Mail:	ascott@inyocounty.us

CHDP Deputy Director

Name:	Linda Manning	Address:	207A West South Street
Phone:	760-873-7868		Bishop, CA 93514
Fax:	760-873-7800	E-Mail:	lmanning@inyocounty.us

Clerk of the Board of Supervisors or City Council

Name:	Kevin Carunchio	Address:	PO Drawer N
Phone:	760-878-0292		Independence, CA 93526
Fax:	760-878-2241	E-Mail:	kcarunchio@inyocounty.us

Director of Social Services Agency

Name:	Jean Turner		
Phone:	760-873-3305		
Fax:	760-878-0266	E-Mail:	jturner@inyocounty.us

Chief Probation Officer

Name:	Jeff Thomson		
Phone:	760-873-4121		
Fax:	760-878-0436	E-Mail:	jthomson@inyocounty.us

Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: INYO	Fiscal Year: 2015-16
--------------------------	-----------------------------

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9, Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

 Signature of CHDP Director	1/18/16 Date Signed
--	------------------------

Signature of Director or Health Officer	Date Signed

Signature and Title of Other – Optional	Date Signed

I certify that this plan has been approved by the local governing body.	
Signature of Local Governing Body Chairperson	Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: Health & Human Services/ Public Health & Prevention Division

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Contract amendment between the County of Inyo and the California Department of Public Health for Emergency Preparedness

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify the Amendment Number A02 to the Standard Agreement Number 14-10507 between the County of Inyo and the California Department of Public Health (CDPH) for the provision of Local Public Health Emergency Preparedness, which increases Public Health Emergency Preparedness (PHEP) funding in State Fiscal Year (SFY) 15/16 by \$36,793 (from \$110,321 to \$147,114), increases Hospital Preparedness Program (HPP) funding in SFY 15/16 by \$23,976 (from \$114,846 to \$138,822), and decreasing Pandemic Influenza (Pan Flu) funding in SFY 15/16 by \$12 (from \$60,626 to \$60,614) bringing the maximum amount payable under the original three-year agreement to an amount not to exceed \$881,167; and authorize Jean Turner, Director of Health and Human Services to sign the Standard Agreement Amendment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract amendment was received from the CDPH on February 17, 2016 and the routing process was initiated upon receipt. The amendment accounts for slight adjustments to the actual SFY 15/16 allocations for PHEP, HPP, and Pan Flu in the amount of \$273, and also allows for PHEP and HPP carry over funds from the previous SFY to be reallocated to the current SFY. The carry over amount allocated to Inyo County under the PHEP program is \$36,968, which will be used to purchase disaster supplies and to improve public health preparedness. The carry over amount for the HPP program is \$24,062, which has been made available to hospitals and EMS providers to fund hospital and pre-hospital preparedness activities and will be reimbursed to the partners by the end of the SFY 15/16.

This multi-year emergency preparedness grant consists of three separate plans and budgets:

1. Centers for Disease Control and Prevention Public Health Emergency Preparedness Program (PHEP) Base Allocation each year \$110,321.00. Amendment Number A02 increases the PHEP funding for SFY 15/16 to \$147,114.
2. State General Fund Pandemic Influenza Planning Base Allocation each year \$60,626.00; Amendment Number A02 decreases the Pan Flu funding for SFY 15/16 to \$60,614.
3. Hospital Preparedness Program (HPP) Base Allocation each year \$114,846.00. Amendment Number A02 increases the HPP funding for SFY 15/16 to \$138,822.

The funds the county will receive pursuant to Amendment Number A02 will not be used to supplant existing funding and will be spent according to the budget approved by the CDPH. The signed certification assures the CDPH that the funds were not supplanted for Emergency Preparedness expenditures; that reports concerning the funds are accurate; and the funds were placed in the trust fund and used only according to the County Emergency Preparedness Plan and Budget.

ALTERNATIVES:

Not signing this agreement would disallow Inyo County from accepting the additional funds.

OTHER AGENCY INVOLVEMENT:

Emergency Operations Coordinator, Inyo County Sheriff representation, Inyo County Environmental Health, Northern Inyo and Southern Inyo Hospitals, local pharmacists, fire departments, ambulance providers, medical providers and schools.

FINANCING:

State and Federal funding for the local Public Health Emergency Preparedness Grant is a total of \$881,167: \$248,824 in FY 14/15, \$346,550 in 15/16,, and \$285,793 in 16/17. PHEP and HPP funds are brought into individual trust accounts as required by CDPH (105102 & 105103) and later transferred into the Health budget to reimburse for reported expenditures. No County General Funds.

<u>APPROVALS</u>	
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: <u>yes</u> Date: <u>3/10/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>3/11/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:  Date: 3-15-16
(Not to be signed until all approvals are received)

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213A (Rev 6/03)

Check here if additional pages are added: 1 Page(s)

Agreement Number 14-10507	Amendment Number A02
Registration Number:	

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

State Agency's Name	Also known as CDPH or the State
California Department of Public Health	
Contractor's Name	(Also referred to as Contractor)
Inyo County	
2. The term of this Agreement is: **July 1, 2014** through **June 30, 2017**
3. The maximum amount of this Agreement after this amendment is: **\$ 881,167.0** Eight Hundred Eighty One Thousand One Hundred Six ty Seven Dollars and No Cents.
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. The purpose of this amendment is to amend Exhibit A, Scope of Work, and Exhibit B, Budget, to adjust the funding amount for State Fiscal Year (SFY) 15/16 to allow the contractor to complete the services outlined in the original scope of work (SOW).
- II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., Strike through).

(Continued on next page)

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)		
Inyo County		
By (Authorized Signature)	Date Signed (Do not type)	
		
Printed Name and Title of Person Signing		
Jean Turner, Director		
Address		
207 A West South Street, Bishop, CA 93514		
STATE OF CALIFORNIA		
Agency Name		
California Department of Public Health		
By (Authorized Signature)	Date Signed (Do not type)	
		
Printed Name and Title of Person Signing		
Jeff Mapes, Chief, Contracts Management Unit		
Address		
1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

Exempt per: **HSC 101319**

III. Exhibit A, Scope of Work, Attachment 1, is hereby replaced in its entirety.

IV. Exhibit B – Page 2, paragraph 4, and page 6 – paragraph 11, are amended as follows:

4. Amounts Payable

A. The maximum amount payable under this agreement shall not exceed the total sum of ~~\$857,379.00~~ ~~\$881,440.00~~ **\$881,167.00**. Financial year individual fund limits are:

1) Financial Year July 1, 2014 through June 30, 2015. **Funds pursuant to this amendment must be expended by June 30, 2015 and will be liquidated first.**

1. ~~\$110,321.00~~ **\$73,353.00**, CDC PHEP Base Funds.
2. \$0.00, Laboratory Funds.
3. \$0.00, Laboratory Trainee Funds.
4. \$0.00, Laboratory Training Assistance Funds.
5. \$0.00, Cities Readiness Initiative Funds.
6. ~~\$114,846.00~~ ~~\$138,907.00~~ **\$114,845.00**, HPP Funds.
7. \$60,626.00, State General Funds Pandemic Influenza Funds.

2) Financial Year July 1, 2015 through June 30, 2016

1. ~~\$110,321.00~~ **\$147,114.00**, CDC PHEP Base Funds.
2. \$0.00, Laboratory Funds.
3. \$0.00, Laboratory Trainee Funds.
4. \$0.00, Laboratory Training Assistance Funds.
5. \$0.00, Cities Readiness Initiative Funds.
6. ~~\$114,846.00~~ **\$138,822.00**, HPP Funds.
7. ~~\$60,626.00~~ **\$60,614.00**, State General Funds Pandemic Influenza Funds.

3) Financial Year July 1, 2016 through June 30, 2017

1. \$110,321.00, CDC PHEP Base Funds.
2. \$0.00, Laboratory Funds.
3. \$0.00, Laboratory Trainee Funds.
4. \$0.00, Laboratory Training Assistance Funds
5. \$0.00, Cities Readiness Initiative Funds
6. \$114,846.00, HPP Funds.
7. \$60,626.00, State General Funds Pandemic Influenza Funds.

11. Advance Payment Authority and Limitation

B. Each fiscal year, upon the submission of an application for funding by the administrative body of a local health jurisdiction, the department shall make the first quarterly payment to each eligible local health jurisdiction. Subsequent payments will be made pursuant to this Agreement or an amendment to this agreement, and those payments would not be advance payments, ~~they would be quarterly allocations~~ **as detailed in Attachment 1 - Payment Criteria.**

V. Paragraph 4 (incorporated exhibits) Exhibit B. Attachment 1 – Payment Criteria is hereby revised and replaced in its entirety.

VI. Exhibit B – Attachment 2 and 3, are hereby replaced in their entirety.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

20

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Approve a Blanket Purchase Order to United States Postal Service for postage

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize the issuance of a blanket purchase order for Pitney Bowes in the amount of \$13,000 for postage in the Social Services Programs for FY 2015/16.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Social Service programs are required to mail notices to participants. We utilize the central print through C-IV to mail all of the required employment and eligibility program notices which uses Pitney Bowes for these mailings. Our adult and child service programs need to mail court notices and reports. They utilize a Pitney Bowes postage meter that was approved through Information Services for these activities. In past years, we have only had to receive the CAO approval because the amount was less than \$10,000. However, we are seeing an increase in mailings and are requesting the ability to issue a blanket purchase order to cover these required costs.

ALTERNATIVES:

The Board could decide not to approve this request which would result in HHS being able to send out the required notifications to participants.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

State and Federal dollars. This expense will be budgeted in the Social Services budget (055800) in the General Operating object code (5311). No County General Funds.

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: <u>yes</u> Date: <u>3/4/16</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: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3-7-16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 21

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

FROM: County Administrator

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Proclamation commemorating 50th Anniversary of the Bishop Museum and Historical Societys Laws Musuem

DEPARTMENTAL RECOMMENDATION: - Request Board ratify the approval of a proclamation titled "Proclamation of the Board of Supervisors, County of Inyo, State of California, Commemorating the 50th Anniversary of the Bishop Museum and Historical Society Laws Museum," effective March 15, 2016.

SUMMARY DISCUSSION: - The Bishop Museum and Historical Society is celebrating the 50th Anniversary of the Laws Museum at a dinner on April 2, 2016. The County partners with the Bishop Museum and Historical Society by providing the land upon which the Laws Museum is located. The Laws Museum is a valuable asset to Inyo County and is responsible for protecting and displaying many of the County's historical resources. It is appropriate for the County to recognize this milestone anniversary of the Museum. The presentation proclamation was prepared and dated March 15, 2016 in order to facilitate presentation at the dinner. The request for approval of the proclamation was inadvertently omitted from the March 15, 2016 Agenda. The action to approve the proclamation needs to be memorialized and staff requests your Board ratify the approval of the proclamation effective March 15, 2016 in order to reflect the date on the proclamation that is being presented on April 2, 2016.

ALTERNATIVES: - N/A

OTHER AGENCY INVOLVEMENT: - N/A

FINANCING: There is no fiscal impact associated with this action.

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: _____

**PROCLAMATION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA,
COMMEMORATING THE 50TH ANNIVERSARY OF THE
BISHOP MUSEUM AND HISTORICAL SOCIETY LAWS MUSEUM**

WHEREAS, in April of 1960 the Laws Station grounds, consisting of 11 acres of land, including the south part of the Laws Railroad Yard, Depot Building, Agent's House, oil and water tanks, turntable, oil pump house, well house, one thousand feet of track, Engine #9, plus six rail cars, were donated by the Southern Pacific Railroad to the County of Inyo and the City of Bishop which later deeded its interest to the County; and

WHEREAS, by 1964 the Laws Station grounds had been left vacant, it was vandalized, and it had deteriorated to being a party spot for the local youths, at which point a group of citizens with the aim of preserving the history of the Owens Valley as a museum site formed the Bishop Museum and Historical Society; and

WHEREAS, on April 1, 1966, the Bishop Museum and Historical Society, after a contract with the County had been developed, opened the Law's Museum, using the Agent's Office in the depot as the reception center; and

WHEREAS, in 1966, the Museum grounds were used for filming of the Steve McQueen movie, "Nevada Smith," with some of the set buildings, like the Wells Fargo Building, the Camera House, and the Reception Center, being left on site, where they are still in use; and

WHEREAS, through the generosity of the Bishop Museum and Historical Society supporters, other historical buildings from the Owens Valley that were set for demolition have been relocated to the Museum site, along with the expansion of the Museum's photo archives which now house extensive collections of Pioneer Family files, along with the entire negative collections of the Curt Phillips and Harry Mendenhall families; and

WHEREAS, in 1967 the crown jewel of the Laws Museum, the Death Valley Railroad #5 J.G. Brill Car, which was in deplorable condition, was moved to the Museum grounds, where it was placed on the tracks near the Agent's House, and where in 1990 the train barn was built to provide shelter for the renovation of the Brill Car which was completed in 2004; and

WHEREAS, in 1985 the Union Carbide Company at Pine Creek donated the Ole Smokey and First Aid Car, which now, along with the Brill Car are used to provide train rides to the Museum visitors; and

WHEREAS, throughout the past fifty years the Bishop Museum and Historical Society has supported the preservation of the history of the Owens Valley at the Law's Museum, by expanding and protecting the displays on the grounds, including relocation of the Conway House which was built in 1915 and moved to the Museum site in 1984, the refurbishing of the Armstrong Turntable, the replacement of the Water Tank, the restoration of the Agent's House, the installation of quality acid-free shelving and boxes for the display of textiles in the Textile House, replacement of the Depot roof, all of which were made possible through the generous contributions of its members which total 750 members nationwide, grant funding, and countless volunteer hours; and

WHEREAS, the Bishop Museum and Historical Society's mission to preserve the history of Inyo County and the Owens Valley is ongoing, they are looking to the future with current planning efforts to expand the Wagon House in order to house the replicas of the 20 Mule Team Borax wagons being built in Montana through the auspices of the Death Valley Conservancy, which are slated to participate in the January 2017 Inaugural Parade in Washington, D.C.

NOW THEREFORE BE IT PROCLAIMED, that the Inyo County Board of Supervisors is proud and pleased to commemorate the 50th Anniversary of the Bishop Museum and Historical Society Laws Museum, with thanks to the Organization and its members and volunteers who have been responsible for collecting and protecting irreplaceable local historic artifacts and preserving and sharing with our visitors the history of the Owens Valley and the County of Inyo at the Law's Museum.

PASSED AND PROCLAIMED this 15th day of March, 2016.

Chairperson, Inyo County Board of Supervisor



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 22

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

FROM: County Administrator

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Proclamation commemorating the 65th Anniversary of the Local Chapter of the National Daughters of the American Revolution

DEPARTMENTAL RECOMMENDATION: - Request Board ratify the approval of a proclamation titled "Proclamation of the Board of Supervisors, County of Inyo, State of California, Commemorating the 65th Anniversary of Palisade Glacier Chapter of the National Daughters of the American Revolution," effective March 15, 2016.

SUMMARY DISCUSSION: - The Bishop Museum and Historical Society is celebrating the 50th Anniversary of the Laws Museum at a dinner on April 2, 2016. At that same dinner the Palisade Glacier Chapter of the Daughters of the American Revolution is celebrating their 65th Anniversary. Since many of the same people who formed the Palisade Glacier Chapter also helped form the Bishop Museum and Historical Society, it seems fitting to honor this long standing local service organization at the same time. The presentation proclamation was prepared and dated March 15, 2016 in order to facilitate presentation at the dinner. The request for approval of the proclamation was inadvertently omitted from the March 15, 2016 Agenda. The action to approve the proclamation needs to be memorialized and staff requests your Board ratify the approval of the proclamation effect March 15, 2016 in order to reflect the date on the proclamation that is being presented on April 2, 2016.

ALTERNATIVES: - N/A

OTHER AGENCY INVOLVEMENT: - N/A

FINANCING: There is no fiscal impact associated with this action.

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)

Date: _____

**PROCLAMATION OF THE BOARD OF SUPERVISORS COUNTY OF INYO, STATE OF
COMMEMORATING THE 65TH ANNIVERSARY OF THE
PALISADE GLACIER CHAPTER
OF THE NATIONAL DAUGHTERS OF THE AMERICAN REVOLUTION**

WHEREAS, the National Society Daughters of the American Revolution, affectionately termed the Daughters of the American Revolution, was founded in October of 1890, during a resurgence of patriotism and intense interest in the history of the United States of America; and

WHEREAS, during that period the organizations formed to perpetuate the memory of the ancestors who fought to make this Country free and independent were men's organizations which excluded women; and

WHEREAS, frustrated by their exclusion from the men's organizations, a group of pioneering women in the nation's capital formed their own organization and the Daughters of the American Revolution has carried the torch of patriotism ever since; and

WHEREAS, the objectives laid forth by the Daughters of the American Revolution, which were dedicated to promoting patriotism, preserving American history, and securing America's future through better education for children, have remained the same in the organization's 126 years of active service to the nation; and

WHEREAS, the local Palisade Glacier Chapter of the Daughters of the American Revolution was established on April 14, 1951, to uphold the values of the National Organization to promote historic preservation, education, and patriotism; and

WHEREAS, since its inception, the Palisade Glacier Chapter of the Daughters of the American Revolution has continued the legacy begun by its founding members to foster a love of country, cherish the American institutions of freedom, and promote education for the development of an enlightened public opinion; and

WHEREAS, keeping with the history of the local Chapter's success in furthering the goals of the organization, in 2016, the Palisade Glacier Chapter's nominee for the Outstanding Teacher of American History Award of the Daughters of the American Revolution, Karyn Holland, a 17 year teacher of American History at Bishop Union High School, won the State of California award.

NOW THEREFORE BE IT PROCLAIMED, that the Inyo County Board of Supervisors is proud and pleased to commemorate the 65th Anniversary of the Palisade Glacier Chapter of the Daughters of the American Revolution, whose members continue to work tirelessly to promote the ideals on which our County was founded and to preserve the history of Inyo County.

PASSED AND PROCLAIMED this 15th day of March, 2016.

Chairperson, Inyo County Board of Supervisor



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER 23

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Resolution and Notice of Completion for the Bishop Wellness Center Rehabilitation Project.

DEPARTMENTAL RECOMMENDATIONS: Request Board approve a Resolution 2016 - ___ entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Recording of a Notice of Completion for the Bishop Wellness Center Rehabilitation Project" accepting the improvements and authorizing the recording of a Notice of Completion for the Bishop Wellness Center Rehabilitation Project.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION: Garic Construction of Placerville, CA recently completed construction on the Bishop Wellness Center Rehabilitation Project. The primary objective of the Bishop Wellness Center Rehabilitation Project was to renovate the existing buildings, including small interior remodeling to better suit the needs of the Wellness Center for public service. Renovations also included upgrades/changes to meet ADA requirements. The estimated final construction contract amount (not including construction engineering/inspection) for the Bishop Wellness Center Rehabilitation Project is \$103,805.00.

On February 29, 2016, the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

ALTERNATIVES: The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended as it will extend the period during which Stop Notices can be filed and will delay return of retention monies to the Contractor.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the Resolution. The County Auditor's office will pay the retention currently being withheld.

FINANCING: The project is funded by the Mental Health Services Act and is being paid through the Health and Human Services Community Mental Health Budget Unit 045200, Object Code 5640.

APPROVALS

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

Approved: yes Date 3/1/16

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 3/3/16

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 3/8/16

RESOLUTION #2016 -

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
BISHOP WELLNESS CENTER REHABILITATION PROJECT**

WHEREAS, Clint Quilter, Director of the Public Works Department of the County of Inyo, has determined that the Bishop Wellness Center Rehabilitation Project has been completed by Garic Construction of Placerville, California in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Bishop Wellness Center Rehabilitation Project.

Passed, approved and adopted this _____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

County of Inyo
c/o Director of Public Works
Public Works Department
168 N. Edwards Street
P.O. Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Bishop Wellness Center Rehabilitation Project on the property hereinafter described was completed on February 29, 2016 and was accepted by the Board of Supervisors, County of Inyo on _____.
2. The property on which the Bishop Wellness Center Rehabilitation Project has been completed and is located on is at 586 Central Street in Bishop, CA .
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the property located at 586 Central Street, Bishop, CA.
4. The undersigned, Clint Quilter, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted _____, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Bishop Wellness Center Rehabilitation Project, pursuant to contract with the County, is Garic Construction of Placerville, CA.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated:

By: _____
Clint Quilter, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Clint Quilter, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Bishop Wellness Center Rehabilitation Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Clint G. Quilter



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 <i>24</i>
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FROM: Public Works

FOR THE BOARD MEETING OF: APR - 5 2016

SUBJECT: Resolution No. 2016-_____, 2015 Annual Certification of the Inyo County Maintained Mileage

DEPARTMENTAL RECOMMENDATIONS:

1. Request Board approve a Resolution entitled No. 2016-_____ approving the Inyo County Maintained Mileage;
2. Direct the Public Works Department to file the Resolution with the Caltrans District 9 Office of the State of California;

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Section 2121 of the Streets and Highways Code requires in May of each year, each county shall submit to Caltrans District Office any additions or exclusions from its mileage of maintained county highways, specifying the termini and mileage of each route added or excluded from its county maintained roads. Caltrans requires the submittal is to be in the form of a resolution by the Board of Supervisors. The reported maintained mileage is for the 2015 calendar year.

The Road Department has put together the updates required and listing of the maintained mileage certification set forth in "Exhibit A" of Resolution No. 2016-_____. These updates include road name corrections to some existing roads within the County current maintained mileage system.

ALTERNATIVES:

The Board could choose not to approve Resolution 2016-_____, certifying the 2015 Inyo County maintained mileage however it may result in loss of funding.

OTHER AGENCY INVOLVEMENT:

County Counsel, Caltrans District 9 Office of the State of California;

FINANCING: None.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>3/24/16</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 3/24/16

Resolution 2016- ____

**RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
ANNUAL CERTIFICATION OF THE 2015
MAINTAINED MILEAGE**

WHEREAS, Section 2121 of the Streets and Highways Code requires an annual report to the Caltrans District 9 Office of the State of California showing the Maintained County Road System, specifying the termini and mileage of each route added to or excluded; and

WHEREAS, "Exhibit A" sets for the revisions made to Maintained County Road System from January 1, 2015 through December 31, 2015;

NOW, THEREFORE BE IT RESOLVED AND ORDERED, by the Board of Supervisors of the County of Inyo the "Exhibit A" attached hereto and made a part hereof by this reference shows additions, revisions, and exclusions to the County Maintained Road System for the period of January 1, 2015 through December 31, 2015;

BE IT FURTHER RESOLVED AND ORDERED, that the Department of Public Works is hereby directed to file a certified copy of this resolution with the Caltrans District 9 Office of the State of California Department of Transportation.

PASSED AND ADOPTED on this ____ day of _____, _____, by the Inyo County Board of Supervisors, County of Inyo:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Griffith, Chair
Inyo County Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk of the Board

By: _____
Assistant Clerk of the Board

Exhibit A

1. Relinquishment to County from State: None
2. Additions (new roads): None
3. Additions (extensions): None
4. Exclusions (abandonment of portion): None
5. Exclusions /Addition (road name changes):

Road Name	Corrected Road Name	Road Number	Mileage	Record Document
Sunset Road	Sunset Drive	1056	0.43	Inyo County Board Resolution 2015-58
Indian Cemetery Road	Magazine Road	4039	0.5	Inyo County Board Resolution 2015-06

Inyo County Road Department
Maintained Mileage Report 2016

Road	Description	From Road	To Road	Beg. Mi.	End Mi.	Length
1001	ROCK CREEK ROAD	Mono County Li	Roads End	0	2.83	2.83
1001A	LAKE ROAD	1001 Rock Cree	Roads End	0	0.5	0.5
1002	BOUNDARY ROAD	1007 Old Sherw	1003 Round Val	0	0.63	0.63
1003	ROUND VALLEY ROAD - NORTH	1010 South Rou	1006 Birchim L	0	4.85	4.85
1004	RANGER STATION ROAD	1003 Round Val	Roads End	0	1.3	1.3
1005	MILL CREEK ROAD	Hwy 395	Hwy 395	0	0.7	0.7
1006	BIRCHIM LANE	1003 North Rou	Hwy 395 South	0	1.27	1.27
1007	OLD SHERWIN GRADE ROAD	1009 Pine Cree	Mono County - P	0	3.35	3.35
1008	VANADIUM RANCH ROAD	1009 Pine Cree	1003 Round Val	0	1.75	1.75
1009	PINE CREEK ROAD	1009 Pine Cree	Roads End	0	9.4	9.4
1010	ROUND VALLEY ROAD - SOUTH	1003 Round Val	1013 Sawmill R	0	5.54	5.54
1011	ROUND VALLEY TUNGSTEN ROAD	1010 Round Val	Roads End	0	1.81	1.81
1012	GORGE ROAD	1007 Old Sherw	Hwy 395	0	0.2	0.2
1013	SAWMILL ROAD	1016 Ed Powers	Hwy 395 South	0	1.87	1.87
1014	TUNGSTEN CITY ROAD	1016 Ed Powers	Roads End	0	2.73	2.73
1015	ABELOR ROAD	1013 Sawmill R	Roads End	0	0.34	0.34
1016	ED POWERS ROAD	Hwy 168	Hwy 395	0	2.43	2.43
1017	RED HILL ROAD	1016 Ed Powers	Hwy 168	0	1.42	1.42
1018	VALLEY WEST CIRCLE	1023 Sunrise D	Roads End	0	0.06	0.06
1019	PLANT FIVE ROAD	2085 Bishop Cr	Roads End	0	0.17	0.17
1020	BUTTERMILK ROAD	Hwy 168	Roads End	0	7.64	7.64
1021	SAND CANYON ROAD	8012 Non Count	2085 Bishop Cr	0	0.8	0.8
1022	PLEASANT VALLEY DAM ROAD	Hwy 395	1038 Chalk Blu	0	2.4	2.4
1023	SUNRISE DRIVE	1033 Barlow La	Roads End	0	0.5	0.5
1024	OTEY ROAD	1017 Red Hill	Roads End	0	0.69	0.69
1025	MUMY LANE	Hwy 168	1028 Underwood	0	1.17	1.17
1026	SHEPARD LANE	Hwy 168	Roads End	0	0.4	0.4
1027	REATA ROAD	Hwy 168	1028 Underwood	0	0.8	0.8
1028	UNDERWOOD LANE	1027 Reata Roa	1033 Barlow La	0	3.8	3.8
1029	MCLAREN LANE	Hwy 168	1051 Mountian	0	0.37	0.37
1030	BROCKMAN LANE	Hwy 168	1032 Dixon Lan	0	2.52	2.52
1031	RIVERSIDE ROAD	1030 Brockman	Hwy 6	0	2.1	2.1
1032	DIXON LANE	1030 Brockman	Hwy 6	0	2.01	2.01
1033	BARLOW LANE	1028 Underwood	1106 Saniger L	0	3.8	3.8
1034	BIR ROAD	1033 Barlow La	Roads End	0	2.16	2.16
1035	SCHOBER LANE	2034 Sunland D	1033 Barlow La	0	1.1	1.1
1036	FIVE BRIDGES ROAD	1037 Jean Blan	Hwy 6	0	1.84	1.84
1037	JEAN BLANC ROAD	1038 Chalk Blu	1036 Five Brid	0	4.64	4.64
1038	CHALK BLUFF ROAD	1022 Pleasant	1037 Jean Blan	0	5.9	5.9
1039	CASA DIABLO	1038 Chalk Blu	Mono County	0	4.46	4.46
1040	FISH SLOUGH ROAD	1037 Jean Blan	Mono County	0	3.12	3.12
1041	NORTH INYO	Hwy 6	Roads End	0	0.58	0.58
1042	RUDOLPH ROAD	Mono County	Roads End	0	2.35	2.35
1043	JOE SMITH ROAD	1044 Silver Ca	1037 Jean Blan	0	1.27	1.27
1044	SILVER CANYON ROAD	1045 Laws Pole	Hwy 6	0	13.86	13.86
1045	LAWS POLETA ROAD	1044 Silver Ca	2045 Poleta La	0	3.03	3.03
1046	WYMAN CREEK ROAD	Hwy 168	1083 White Mou	0	17.7	17.7
1047	OASIS ROAD	Hwy 168	8039 Non Count	0	1.2	1.2
1048	EUREKA VALLEY ROAD	8039 Non Count	2048 Eureka Va	0	8.4	8.4
1049	PLANT SIX ROAD	Hwy 168	Roads End	0	0.2	0.2
1050	HIGHLAND DRIVE	1033 Barlow La	Roads End	0	0.46	0.46
1051	MOUNTAIN VIEW ROAD - SOUTH	1029 McLaren L	1052 Ranch Roa	0	0.16	0.16
1052	RANCH ROAD	1053 Mt. Tom R	1055 Mt. View	0	0.45	0.45

1053	MOUNT TOM ROAD	1052 Ranch Roa	Roads End	0	0.34	0.34
1054	VISTA ROAD	1052 Ranch Roa	Roads End	0	0.23	0.23
1055	MOUNT VIEW ROAD - NORTH	1052 Ranch Roa	Roads End	0	0.21	0.21
1056	SUNSET DRIVE	1033 Barlow La	Roads End	0	0.43	0.43
1057	IRENE STREET	1033 Barlow La	Roads End	0	0.24	0.24
1058	CHURCHILL MINE ROAD	1037 Jean Blan	Roads End	0	1.32	1.32
1059	SEE VEE LANE	Hwy 168	Hwy 395	0	1	1
1060	TU SU LANE	Hwy 168	Hwy 395	0	1	1
1061	PA HA LANE	Roads End	Hwy 395	0	1.49	1.49
1062	DIAZ LANE	1030 Brockman	1059 See Vee L	0	1	1
1063	PA ME LANE	Hwy 168	1078 Indian Cr	0	0.49	0.49
1064	FLYNN ROAD	1045 Laws Pole	Roads End	0	1.37	1.37
1065	STEWART ROAD	1064 Flynn Roa	Roads End	0	0.54	0.54
1066	COYOTE VALLEY ROAD	1028 Underwood	Roads End	0	4.09	4.09
1067	MEADOW LANE	Hwy 168	1071 Pinion Ro	0	0.24	0.24
1068	MESQUITE ROAD	1072 Laurel Ro	1069 Birch St,	0	0.41	0.41
1069	BIRCH STREET - EAST	1082 Grandview	1063 Pa Me Lan	0	0.08	0.08
1069A	BIRCH STREET - WEST	Roads End	Roads End	0	0.1	0.1
1070	CEDAR STREET - EAST	1082 Grandview	1068 Mesquite	0	0.05	0.05
1070A	CEDAR STREET - WEST	1097 Aveneda D	1079 Tumblewee	0	0.05	0.05
1071	PINON ROAD	1070 Cedar Str	Roads End	0	0.09	0.09
1072	LAUREL ROAD	1071 Pinion Ro	1082 Grandview	0	0.11	0.11
1073	RANCH VIEW LANE	1052 Ranch Roa	Roads End	0	0.06	0.06
1074	LONGVIEW DRIVE	1033 Barlow La	Roads End	0	0.5	0.5
1075	WATTERSON ROAD	1027 Reata Roa	Roads End	0	0.31	0.31
1076	SIERRA VISTA WAY	1033 Barlow La	Roads End	0	0.5	0.5
1077	ROCKING K ROAD	1016 Ed Powers	Roads End	0	0.91	0.91
1078	INDIAN CREEK DRIVE	1063 Pa Me Lan	Roads End	0	0.32	0.32
1079	TUMBLEWEED ROAD - NORTH	Roads End	1070 Cedar Str	0	0.04	0.04
1079A	TUMBLEWEED ROAD - SOUTH	1078 Indian Cr	Roads End	0	0.22	0.22
1080	MORNINGSIDE DRIVE	1063 Pa Me Lan	Roads End	0	0.24	0.24
1081	WILDROSE LANE	1068 Mesquite	1069 Birch Str	0	0.29	0.29
1082	GRANDVIEW DRIVE	1068 Mesquite	Hwy 168	0	0.43	0.43
1083	WHITE MOUNTAIN ROAD	2083 White Mou	Mono County	0	6.62	6.62
1084	LAZY A DRIVE	Hwy 395	1086 Bar M. La	0	0.45	0.45
1085	IRENE WAY	1057 Irene Str	1116 Carol Lan	0	0.05	0.05
1086	BAR M LANE	1091 Rocking W	Roads End	0	0.16	0.16
1087	BAR L LANE	1091 Rocking W	Roads End	0	0.17	0.17
1088	GLENBROOK WAY	1033 Barlow La	1090 Orinda Dr	0	0.41	0.41
1089	HORTON CREEK ROAD	1010 Round Val	Roads End	0	0.78	0.78
1090	ORINDA DRIVE	1028 Underwood	1076 Sierra Vi	0	0.13	0.13
1091	ROCKING W DRIVE	1087 Bar L. La	Roads End	0	0.48	0.48
1092	ARBOLES DRIVE	Roads End	Roads End	0	0.79	0.79
1093	REINA ROAD	Mesa Vista Driv	Roads End	0	0.24	0.24
1094	VISTA VERDE ROAD	1098 Mesa Vist	Roads End	0	0.08	0.08
1095	ALISO CIRCLE	1092 Arboles D	Roads End	0	0.06	0.06
1096	MAJORKA CIRCLE	1092 Arboles D	Roads End	0	0.1	0.1
1097	AVENIDA DEL MONTE	1098 Mesa Vist	1092 Arboles D	0	0.15	0.15
1098	MESA VISTA DRIVE	Hwy 395	1092 Arboles D	0	0.43	0.43
1099	HOUSTEN DRIVE	1092 Arboles D	Roads End	0	0.46	0.46
1100	BROOKSIDE DRIVE	1029 McLaren L	Roads End	0	0.22	0.22
1101	MAJESTIC WAY	1052 Ranch Roa	Roads End	0	0.04	0.04
1102	LURING LANE	1052 Ranch Roa	Roads End	0	0.06	0.06
1103	STARLITE DRIVE	Hwy 168	Roads End	0	1.15	1.15
1104	RUNNING IRON ROAD	1077 Rocking K	1077 Rocking K	0	0.21	0.21
1105	AURORA CIRCLE	1104 Running I	Roads End	0	0.03	0.03

1106	SANIGER LANE	1032 Dixon Lan	1107 Juniper S	0	0.66	0.66
1107	JUNIPER STREET	1106 Saniger L	1108 Valley Vi	0	0.2	0.2
1108	VALLEY VIEW DRIVE	1032 Dixon Lan	Roads End	0	0.44	0.44
1109	WEST STREET	1106 Saniger L	Roads End	0	0.28	0.28
1110	POLARIS CIRCLE	1103 Starlite	Roads End	0	0.07	0.07
1110A	POLARIS CIRCLE	1112 Apollo Ci	Roads End	0	0.31	0.31
1111	ALTAIR CIRCLE	1103 Starlite	Roads End	0	0.1	0.1
1112	APOLLO CIRCLE	1103 Starlite	Roads End	0	0.3	0.3
1113	LAWS FRONTAGE ROAD		Roads End	0	0.2	0.2
1114	HARDY ROAD	1003 Round Val	Roads End	0	0.25	0.25
1115	ARCTURIS CIRCLE	Roads End	1103 Starlite	0	0.21	0.21
1116	CAROL LANE	Roads End	Roads End	0	0.34	0.34
1117	AUDREY LANE	Roads End	Roads End	0	0.09	0.09
1118	SARAH VIEW	1076 Sierra Vi	1117 Audrey La	0	0.08	0.08
1119	CHEROKEE CIRCLE	1121 Sioux Lan	Roads End	0	0.03	0.03
1120	CHOCTAW LANE	1121 Sioux Lan	1108 Valley Vi	0	0.38	0.38
1121	SIOUX LANE	1120 Choctaw	Roads End	0	0.06	0.06
1122	WILSON CIRCLE	Roads End	1108 Valley Vi	0	0.07	0.07
1123	FAIRVIEW CIRCLE	1075 Watterson	Roads End	0	0.04	0.04
1124	BEAR CREEK DRIVE	1108 Valley Vi	Roads End	0	0.35	0.35
1125	SILVER CREEK DRIVE	1124 Bear Cree	Roads End	0	0.03	0.03
1126	HUNTER WAY	1109 West Stre	Roads End	0	0.04	0.04
1127	SHOSHONE DRIVE	Roads End	Roads End	0	0.31	0.31
1128	PAIUTE CIRCLE	Roads End	Roads End	0	0.06	0.06
1129	ARAPAHOE CIRCLE	1120 Choctaw L	Roads End	0	0.03	0.03
1130	WASHOE CIRCLE	1120 Chotaw La	Roads End	0	0.04	0.04
1131	SUNSET DRIVE	1033 Barlow La	Roads End	0	0.51	0.51
1132	SUMMER HAZE CIRCLE	Roads End	Roads End	0	0.08	0.08
1133	LEISURE CIRCLE	1132 Summer Ha	Roads End	0	0.03	0.03
1134	AUTUMN LEAVES CIRCLE	Roads End	Roads End	0	0.06	0.06
1135	SNOW CIRCLE	1131 Sunset Dr	Roads End	0	0.05	0.05
1136	SUNDOWN CIRCLE	1131 Sunset Dr	Roads End	0	0.06	0.06
1137	STONE CIRCLE	1108 Valley Vi	Roads End	0	0.07	0.07
1138	APACHE DRIVE	1106 Saniger L	Roads End	0	0.17	0.17
1139	CHEYENNE DRIVE	1127 Shoshone	1127 Shoshone	0	0.28	0.28
1140	NAVAJO CIRCLE	1106 Saniger L	Roads End	0	0.1	0.1
1141	GRAZIDE CIRCLE	1108 Valley Vi	Roads End	0	0.06	0.06
1142	HOPI CIRCLE	1106 Saniger L	Roads End	0	0.05	0.05
1143	KIOWA CIRCLE	1127 Shoshone	Roads End	0	0.1	0.1
1144	ZUNI CIRCLE	1127 Shoshone	Roads End	0	0.03	0.03
1145	HOBBS CIRCLE	1108 Valleyvie	Roads End	0	0.07	0.07
2011	SULFUR ROAD	2017 Death Val	Roads End	0	0.3	0.3
2012	DEEP SPRINGS RANCH ROAD	Hwy 168	Roads End	0	0.8	0.8
2013	POLETA ROAD	Bishop City Lin	2014 Eastside	0	4.13	4.13
2014	EASTSIDE ROAD	2013 Poleta Ro	2018 Warm Spri	0	2.31	2.31
2015	REDDING CANYON ROAD	2014 Eastside	Roads End	0	1.82	1.82
2016	BLACK CANYON ROAD	2014 Eastside	Nat'l Forest Bo	0	5.35	5.35
2017	DEATH VALLEY ROAD - NORTH	3017 Death Val	3017 Death Val	0	35.27	35.27
2018	WARM SPRINGS ROAD	2014 Eastside	Roads End	0	6.6	6.6
2019	COLLINS ROAD	2020 Gerkin Ro	Roads End	0	4.36	4.36
2020	GERKIN ROAD	2019 Collins R	Roads End	0	3.66	3.66
2021	OWENS ROAD	Roads End	2020 Gerkin Ro	0	0.15	0.15
2022	SOUTH LAKE ROAD	Hwy 168	Roads End	0	7.37	7.37
2023	COLUMBINE DRIVE	Hwy 168	Roads End	0	0.38	0.38
2024	LAKE ROAD	2025 North Lak	Roads End	0	0.44	0.44
2025	NORTH LAKE ROAD	Hwy 168	Roads End	0	2.08	2.08

2026	SABRINA ROAD	Hwy 168	Roads End	0	0.68	0.68
2027	NORTH STREET	Roads End	2020 Gerkin Ro	0	0.1	0.1
2028	COUNTY ROAD	3028 County Ro	2029 Keoughs H	0	3.5	3.5
2029	KEOUGH HOT SPRINGS	Hwy 395	Roads End	0	0.89	0.89
2030	WYE ROAD	Bishop City Lin	Roads End	0	0.96	0.96
2031	SUNLAND INDIAN RESERVATION ROAD	Hwy 395	1035 Schober L	0	1.69	1.69
2034	SUNLAND DRIVE	Hwy 168	Hwy 395	0	3.83	3.83
2035	SCHOBER LANE	Hwy 395	2034 Sunland R	0	0.52	0.52
2039	COTTONWOOD LANE	2020 Gerkin Ro	Roads End	0	0.74	0.74
2040	CHERRY TREE CIRCLE	2039 Cottonwoo	Roads End	0	0.16	0.16
2041	VISTA CIRCLE WEST	2040 Cherry Tr	Roads End	0	0.04	0.04
2042	JEFFERY CIRCLE	2039 Cotton Wo	Roads End	0	0.13	0.13
2043	MANDICH LANE	2034 Sunland D	Bishop	0	0.32	0.32
2045	POLETA LAWS ROAD	1045 Poleta La	2013 Poleta Ro	0	1.18	1.18
2046	LAST CHANCE ROAD	2047 Willow Cr	Roads End	0	0.59	0.59
2047	WILLOW CREEK ROAD	1048 Eureka Va	Nevada State Li	0	6.96	6.96
2048	EUREKA VALLEY ROAD	1048 Eureka Va	2017 Death Val	0	11.86	11.86
2049	EUREKA ROAD - SOUTH	2048 Eureka Ro	Roads End	0	13.69	13.69
2050	VAN LOON LANE	2013 Poleta Ro	Roads End	0	0.25	0.25
2053	AIRPORT ROAD	2013 Poleta Ro	Roads End	0	0.8	0.8
2054	RAWSON CREEK ROAD	2020 Gerkin Ro	2059 Sierra La	0	0.23	0.23
2055	FOOTHILL DRIVE	2020 Gerkin Ro	Roads End	0	0.11	0.11
2056	TRAIL CIRCLE	2055 Foothill	Roads End	0	0.02	0.02
2057	PANORAMA DRIVE	2020 Gerkin Ro	Roads End	0	0.12	0.12
2058	SIERRA GRANDE	2020 Gerkin Ro	Roads End	0	0.23	0.23
2059	SIERRA LADERA STREET	2054 Rawson Cr	Roads End	0	0.24	0.24
2060	SIERRA BONITA STREET	2020 Gerkin Ro	2059 Sierra La	0	0.21	0.21
2062	AGAPE CIRCLE	2019 Collins R	Roads End	0	0.03	0.03
2081	ALPINE DRIVE	Hwy 168	Roads End	0	0.23	0.23
2083	WHITE MOUNTIAN ROAD	Hwy 168	1083 White Mou	0	8.36	8.36
2084	BISHOP GOLF COURSE ROAD	Hwy 395	Roads End	0	0.22	0.22
2085	BISHOP CREEK ROAD - EAST	Hwy 168	Roads End	0	2.62	2.62
2085A	BISHOP CREEK ROAD - WEST	Hwy 168	Roads End	0	0.46	0.46
2086	WHITE PINE ROAD	2088 Cataract	Roads End	0	0.09	0.09
2087	IRIS DRIVE	2090 Cardinal	Roads End	0	0.09	0.09
2088	CATARACT ROAD	Hwy 168	2023 Columbine	0	0.73	0.73
2089	SAGE DRIVE	Hwy 168	2081 Alpine Roa	0	0.15	0.15
2090	CARDINAL ROAD	Hwy 168	2023 Columbine	0	0.41	0.41
2091	BROOK LANE	2086 White Pin	Roads End	0	0.07	0.07
2092	MIDDLE FORK ROAD	Hwy 168	2026 Sabrina R	0	0.27	0.27
2093	RESERVOIR ROAD	Hwy 168	Roads End	0	0.56	0.56
2094	BIG TREES ROAD	Hwy 168	Roads End	0	1.41	1.41
2095	HABEGGER LANE	2022 South Lak	2096 Canyon Ro	0	0.09	0.09
2096	CANYON DRIVE	2095 Habegger	Roads End	0	0.23	0.23
2097	MOUNT TOM VIEW DRIVE	2096 Canyon Ro	Roads End	0	0.09	0.09
2098	SIERRA SUMMIT	Hwy 168	Roads End	0	0.05	0.05
2099	SUMAC ROAD	2081 Alpine Dr	Roads End	0	0.11	0.11
2100	MANZANITA ROAD	2081 Alpine Dr	Roads End	0	0.11	0.11
2101	BARRETT CIRCLE	2039 Cottonwoo	Roads End	0	0.23	0.23
3001	SUGARLOAF ROAD	3002 Glacier L	Roads End	0	1.96	1.96
3002	GLACIER LODGE ROAD	3212 West Stre	Roads End	0	11.74	11.74
3003	REYNOLDS ROAD	3028 County Ro	Hwy 395	0	1.02	1.02
3004	BAKER CREEK ROAD	Hwy 395	Roads End	0	1.77	1.77
3005	CONE ROAD	3002 Glacier L	Roads End	0	0.4	0.4
3006	MCMURRAY MEADOWS ROAD	Nat'l Forest Bo	Roads End	0	7.54	7.54
3007	ARC ROAD	3001 Sugar Loa	Roads End	0	0.12	0.12

3008	BIG PINE REPEATER ROAD	3017 Death Val	Roads End	0	0.51	0.51
3009	BARTELL ROAD	Hwy 395	Roads End	0	1.88	1.88
3010	LOWER GLACIER ROAD	3006 McMurray	Roads End	0	2.13	2.13
3011	NEWMAN STREET	Hwy 395	3009 Bartell R	0	0.95	0.95
3012	STEWARD LANE	Hwy 395	Roads End	0	2.12	2.12
3013	WAUCOBA SALINE ROAD	Nat'l Forest Bo	4013 Saline Va	0	27.2	27.2
3014	STEWARD RANCH ROAD	Roads End	3017A Death Va	0	0.3	0.3
3015	BIG PINE DUMP ROAD	Hwy 395	Roads End	0	0.53	0.53
3016	GREGG ROAD	3015 Big Pine	Roads End	0	0.22	0.22
3017	DEATH VALLEY ROAD - SOUTH	Nat'l Forest Bo	Nat'l Forest Bo	0	32.91	32.91
3018	TINNEMAHA ROAD	Roads End	3035 Fish Spri	0	13.09	13.09
3019	BIRCH CREEK ROAD	3018 Tinnemaha	Roads End	0	1.53	1.53
3020	FULLER ROAD	3018 Tinnemaha	Roads End	0	1.79	1.79
3021	ELNA ROAD	Hwy 395	Roads End	0	0.24	0.24
3022	TABOOSE CREEK ROAD	3018 Tinnemaha	Nat'l Forest Bo	0	4.29	4.29
3023	ABERDEEN STATION ROAD	3018 Tinnemaha	Hwy 395	0	2.65	2.65
3024	BLACK ROCK SPRINGS ROAD	3018 Tinnemaha	3027 Coloseum	0	1.94	1.94
3025	DIVISION CREEK ROAD	3018 Tinnemaha	Nat'l Forest Bo	0	3.63	3.63
3026	UPPER DIVISION CREEK ROAD	3025 Division	Road End	0	1.13	1.13
3027	COLOSEUM ROAD	Hwy 395	3024 Black Roc	0	3.24	3.24
3027A	COLOSEUM ROAD - NORTH	Hwy 395	Hwy 395	0	3.48	3.48
3028	COUNTY ROAD	Hwy 395	Nat'l Forest Bo	0	4.43	4.43
3029	FORT INDEPENDENCE ROAD	Hwy 395	Hwy 395	0	2.48	2.48
3030	FISH HATCHERY ROAD	Hwy 395	3031 Oak Creek	0	1.37	1.37
3031	OAK CREEK ROAD - NORTH	3030 Fish Hatc	Roads End	0	4.05	4.05
3032	OAK CREEK ROAD - SOUTH	3030 Fish Hatc	Roads End	0	1.42	1.42
3033	SARAH STREET	3407 Payne Str	3406 Kearsarge	0	0.22	0.22
3034	BELL ACCESS ROAD	3036 Shabbell	3030 Fish Hatc	0	0.49	0.49
3035	FISH SPRINGS ROAD	Hwy 395	Hwy 395	0	2.7	2.7
3036	SCHABBELL LANE	Hwy 395	3029 Fort Inde	0	1.4	1.4
3037	SUSAN STREET	3405 Market St	Roads End	0	0.19	0.19
3038	MARY STREET	3409 West Park	3402 West Wall	0	0.42	0.42
3039	LILY STREEET	3404 Center St	3405 Market St	0	0.4	0.4
3040	DALE STREET	3408 Pavillion	3401 Inyo Steet	0	0.42	0.42
3041	JEWEL ALLEY	3401 Inyo Stee	Roads End	0	0.11	0.11
3042	CAROLYN STREET	3411 Sierra St	3405 Market St	0	0.17	0.17
3045	MAZOURKA CANYON ROAD	Hwy 395	Nat'l Forest Bo	0	14.74	14.74
3046	DUMP ROAD	Hwy 395	Roads End	0	0.81	0.81
3047	ONION VALLEY ROAD	3405 West Mark	Nat'l Forest Bo	0	14.4	14.4
3048	CRATER STREET	3050 Baker Lan	3051 Butcher L	0	0.94	0.94
3049	PIPER STREET	3050 Baker Lan	3009 Bartell R	0	0.5	0.5
3050	BAKER LANE	3048 Crater St	3049 Piper Str	0	0.17	0.17
3051	BUTCHER LANE	Hwy 395	3011 Newman St	0	0.25	0.25
3052	SEVEN PINES ROAD	3047 Onion Val	Roads End	0	0.32	0.32
3053	GRIFFITH ROAD	3035 Fish Spri	3018 Tinnemaha	0	0.5	0.5
3054	TERRACE DRIVE	3003 Reynolds	3003 Reynolds	0	0.33	0.33
3055	FOOTHILL ROAD	3047 Onion Val	Roads End	0	2.8	2.8
3056	GOODALE ROAD	Hwy 395	Roads End	0	2	2
3057	PINE ROAD	3003 Reynolds	3061 Elm Crest	0	0.26	0.26
3058	JUNIPER ROAD	3003 Reynolds	3059 Mountian	0	0.17	0.17
3059	MOUNTAIN ROAD	3057 Pine Road	Roads End	0	0.33	0.33
3060	MEADOW LARK ROAD	3059 Mountian	3061 Elmcrest	0	0.06	0.06
3061	ELMCREST DRIVE	Roads End	Roads End	0	0.34	0.34
3063	CARMELEA LANE	Roads End	3070 Olivia La	0	0.22	0.22
3064	MARIANNE WAY	3063 Carmela L	3070 Olivia La	0	0.13	0.13
3065	JULIE ANN LANE	3003 Reynolds	3064 Marianne	0	0.04	0.04

3066	BETTY LOU LANE	3065 Julieanne	Roads End	0	0.11	0.11
3067	MICHELLE CIRCLE	3066 Betty Lou	Roads End	0	0.05	0.05
3068	MYRTLE LANE	3003 Reynolds	3070 Olivia Ro	0	0.15	0.15
3069	KRISTINE CIRCLE	3068 Myrtle La	Roads End	0	0.05	0.05
3070	OLIVIA LANE	3028 County Ro	Hwy 395	0	0.38	0.38
3071	TAMMY LANE	3063 Carmela La	Roads End	0	0.02	0.02
3072	TAWNYA LANE	3070 Olivia La	Roads End	0	0.04	0.04
3201	POPLAR STREET	Hwy 395	Roads End	0	0.07	0.07
3202	CENTER STREET	3216 Washingto	3215 Pine Stre	0	0.1	0.1
3203	LOCUST STREET	3216 Washingto	Hwy 395	0	0.14	0.14
3204	HOME STREET	3215 Pine Stre	3216 Washingto	0	0.1	0.1
3205	NANCY LANE	3212 West Stre	Roads End	0	0.08	0.08
3206	CROCKER AVENUE	Hwy 395	3212 West Stre	0	0.5	0.5
3207	CORNELL STREET	3213 School St	Roads End	0	0.31	0.31
3208	DEWEY STREET	3213 School St	Roads End	0	0.25	0.25
3209	CHESTNUT STREET	Hwy 395	3213 School St	0	0.25	0.25
3210	WALNUT STREET	3213 West Stre	Hwy 395	0	0.25	0.25
3211	BLAKE STREET	Hwy 395	3213 School St	0	0.25	0.25
3212	WEST STREET	3206 Crocker A	Roads End	0	0.53	0.53
3213	SCHOOL STREET	3211 Blake Roa	3028 County Ro	0	1	1
3214	HALL STREET	3209 Chestnut	3208 Dewey Str	0	0.09	0.09
3215	PINE STREET	3201 Poplar St	Hwy 395	0	0.37	0.37
3216	WASHINGTON STREET	3204 Home Stre	3202 Center St	0	0.12	0.12
3217	SARA LANE	3209 Chestnut	Roads End	0	0.04	0.04
3401	INYO STREET - EAST	Hwy 395	Roads End	0	0.18	0.18
3401A	INYO STREET - WEST	3416 Washingto	Roads End	0	0.07	0.07
3402	WALL STREET - EAST	Hwy 395	3423 Crockett	0	0.22	0.22
3402A	WALL STREET - WEST	3416 Washingto	Hwy 395	0	0.08	0.08
3403	MAIN STREET - EAST	Hwy 395	3421 Clay Stre	0	0.14	0.14
3403A	MAIN STREET - WEST	3412 Grant Str	Hwy 395	0	0.22	0.22
3404	CENTER STREET - EAST	3421 Clay Stre	Hwy 395	0	0.14	0.14
3404A	CENTER STREET - WEST	Hwy 395	3412 Grant Str	0	0.21	0.21
3405	MARKET STREET - WEST	Hwy 395	3047 Onion Val	0	0.21	0.21
3405A	MARKET STREET - EAST	3424 Rosedale	Hwy 395	0	0.4	0.4
3406	KEARSARGE STREET - EAST	3421 Clay Stre	Hwy 395	0	0.15	0.15
3406A	KEARSARGE STREET - WEST	Hwy 395	Roads End	0	0.17	0.17
3407	PAYNE STREET - EAST	3421 Clay Stre	Hwy 395	0	0.14	0.14
3407A	PAYNE STREET - WEST	Hwy 395	Roads End	0	0.21	0.21
3408	PAVILION STREET - EAST	3424 Rosedale	Hwy 395	0	0.22	0.22
3408A	PAVILION STREET - WEST	Hwy 395	3414 Webster S	0	0.14	0.14
3409	PARK STREET - EAST	3419 Jackson S	Hwy 395	0	0.07	0.07
3409A	PARK STREET - WEST	Hwy 395	3416 Washingto	0	0.08	0.08
3410	CITRUS STREET - WEST	Hwy 395	3416 Washingto	0	0.08	0.08
3411	SIERRA STREET - EAST	3424 Rosedale	3426 Valley Vi	0	0.08	0.08
3412	GRANT STREET - NORTH	3402 Wall Stre	3403 Main Stre	0	0.14	0.14
3414	WEBSTER STREET - NORTH	3405 Market St	Roads End	0	0.17	0.17
3414A	WEBSTER STREET - SOUTH	3408 Pavilion	3405 Market St	0	0.2	0.2
3416	WASHINGTON STREET - NORTH	3405 Market St	3401 Inyo Stre	0	0.24	0.24
3416A	WASHINGTON STREET - SOUTH	3410 Citrus St	3405 Market St	0	0.37	0.37
3419	JACKSON STREET - NORTH	3401 Inyo Stre	3405 Market St	0	0.29	0.29
3419A	JACKSON STREET - SOUTH	3405 Market St	3409 Park Stre	0	0.29	0.29
3421	CLAY STREET - NORTH	3401 Inyo Stre	3405 Market St	0	0.29	0.29
3421A	CLAY STREET - SOUTH	3405 Market St	Roads End	0	0.25	0.25
3423	CROCKETT STREET - NORTH	3402 Wall Stre	Roads End	0	0.05	0.05
3424	ROSEDALE DRIVE	3408 Pavilion	3405 Market St	0	0.23	0.23
3426	VALLEY VIEW DRIVE - SOUTH	3405 Market St	Roads End	0	0.25	0.25

4001	MANZANAR REWARD ROAD	Hwy 395	Roads End	0	5.75	5.75
4003	OWENYO-LONE PINE ROAD	4001 Manzanar	4010 Dolomite	0	13.91	13.91
4004	MOFFAT RANCH ROAD	Hwy 395	Roads End	0	4.3	4.3
4005	PANGBORN LANE	Hwy 395	Hwy 395	0	1.23	1.23
4006	LONE PINE NG ROAD	Hwy 395	4003 Owenyo-Lo	0	3.37	3.37
4006A	LONE PINE NG ROAD	4006 Lone Pin	4006a Lone Pine	0	0.33	0.33
4006B	LONE PINE NG ROAD	4006 Lone Pine	4003 Owenyo-Lo	0	0.26	0.26
4009	WHITE MOUNTAIN TALC ROAD	4013 Saline Va	Roads End	0	16.29	16.29
4010	DOLOMITE LOOP ROAD	Hwy 136	Hwy 136	0	4.52	4.52
4011	COTTONWOOD POWERHOUSE ROAD	Hwy 395	Roads End	0	0.7	0.7
4012	UBEHEBE ROAD	Nat'l Park Boun	4013 Saline Va	0	6.96	6.96
4013	SALINE VALLEY ROAD	3013 Waucoba S	5013 Saline Va	0	47.76	47.76
4014	CAMP GROUND ROAD	4015 Putnam Ro	4018 Whitney P	0	0.13	0.13
4015	PUTNAM ROAD	4018 Whitney P	4015 Putnam Ro	0	0.87	0.87
4016	BUDKE ROAD	4015 Putnam Ro	Roads End	0	0.17	0.17
4017	HORSESHOE MEADOWS ROAD	4018 Whitney P	Roads End	0	18.71	18.71
4018	WHITNEY PORTAL ROAD	Hwy 395	Roads End	0	13.35	13.35
4019	TUTTLE CREEK ROAD	4018 Whitney P	4023 Lubken Ca	0	5.1	5.1
4020	GRANITE VIEW DRIVE	4017 Horseshoe	Roads End	0	2.73	2.73
4021	SUB STATION ROAD	4425 Line Stre	Roads End	0	1.47	1.47
4022	INDIAN SPRINGS DRIVE	4019 Tuttle Cr	4048 Dominy Ro	0	1.72	1.72
4023	LUBKIN CANYON ROAD	Hwy 395	4017 Horshoe M	0	3.44	3.44
4024	CARROLL CREEK ROAD	Hwy 395	Roads End	0	1	1
4025	COTTONWOOD ROAD	Hwy 395	Roads End	0	4.37	4.37
4026	HOGBACK ROAD	4037 Movie Roa	4004 Moffatt R	0	6.3	6.3
4027	CERRO GORDO ROAD	8054 Non Count	Hwy 136	0	7.51	7.51
4029	SANTA ROSA ROAD	5013 Saline Va	Roads End	0	5.12	5.12
4031	OLANCHA DUMP ROAD	4206 Old State	Roads End	0	0.5	0.5
4032	BARTLETTE ROAD	Hwy 395	Roads End	0	0.29	0.29
4033	LONE PINE GOLF COURSE ROAD	Hwy 395	Roads End	0	0.23	0.23
4034	LASKY LANE	4005 Pangborn	Roads End	0	0.25	0.25
4035	PANGBORN STREET	4034 Lone Pine	Roads End	0	0.12	0.12
4036	KELLOGG STREET	4034 Lone Pine	Roads End	0	0.12	0.12
4037	MOVIE ROAD	4018 Whitney P	4026 Hogback R	0	5.73	5.73
4038	OLIVAS RANCH ROAD	4018 Whitney P	Roads End	0	2.38	2.38
4039	INDIAN CEMETERY ROAD	4019 Tuttle Cr	Roads End	0	0.5	0.5
4041	GOODWIN ROAD	4021 Sub Stati	Roads End	0	0.49	0.49
4042	ZUCCO ROAD	4058 Teya Road	4021 Sub Stati	0	0.52	0.52
4043	BURKHARDT ROAD	Hwy 395	Roads End	0	0.56	0.56
4044	THUNDERCLOUD LANE	4019 Tuttle Cr	4045 Shahar Av	0	0.93	0.93
4045	SHAHAR AVENUE	Roads End	Roads End	0	0.54	0.54
4046	SUNSET DRIVE	4044 Thundercl	4017 Hoshoe Me	0	0.96	0.96
4047	HUNTER MOUNTAIN ROAD	4013 Saline Va	Roads End	0	6.4	6.4
4048	DOMINY ROAD	4022 Indian Sp	Roads End	0	0.12	0.12
4049	ALABAMA DRIVE	4019 Tuttle Cr	4050 McDonald	0	0.77	0.77
4050	MCDONALD ROAD	4045 Shahar Av	4022 Indian Sp	0	0.35	0.35
4051	STREET "A"	4404 Willow St	4018 Whitney P	0	0.11	0.11
4052	STREET "B"	4403 Locust St	Roads End	0	0.27	0.27
4053	STREET "C"	4409 Post Stre	4403 Locust St	0	0.21	0.21
4054	STREET "D"	4404 Willow St	4403 Locust St	0	0.05	0.05
4055	STREET "E"	4411 Muir Stre	4422 Hay Stree	0	0.12	0.12
4056	STREET "F"	4411 Muir Stre	4407 Mountian	0	0.22	0.22
4057	MCELROY LANE	4405 Bush Stre	4404 Willow St	0	0.05	0.05
4058	TEYA ROAD	Hwy 395	4042 Zucco Roa	0	0.1	0.1
4060	WHITNEY VISTA DRIVE	Whitney Portal	Mt. Langley Lan	0	0.15	0.15
4061	MT. LANGLEY LANE	Whitney Vista D	Road End	0	0.13	0.13

4201	LINCOLN STREET	4206 Old State	4205 Yerington	0	0.03	0.03
4202	FRANKLIN STREET	4206 Old State	4205 Yerington	0	0.05	0.05
4203	MALONE STREET	Hwy 136	4209 Maud Stre	0	0.26	0.26
4204	CERRO GORDO STREET	4209 Maud Stre	Hwy 136	0	0.25	0.25
4205	YERINGTON AVENUE	4201 Linclon A	4204 Cerro Gor	0	0.28	0.28
4206	OLD STATE HIGHWAY	4031 Olancha D	Hwy 136	0	0.92	0.92
4207	RAILROAD AVENUE	4204 Cerro Gor	4206 Old State	0	0.25	0.25
4208	LAWS AVENUE	4204 Cerro Gor	Roads End	0	0.13	0.13
4209	MAUD STREET	4203 Malone St	4204 Cerro Gor	0	0.1	0.1
4401	BEGOLE STREET	4419 Jackson S	Hwy 395	0	0.12	0.12
4403	STATHAM WAY	4416 Washingto	4414 Brewery S	0	0.04	0.04
4403A	LOCUST STREET - WEST	Hwy 395	4416 Washingto	0	0.06	0.06
4403B	LOCUST STREET - EAST	4424 Lakeview	Hwy 395	0	0.4	0.4
4404	WILLOW STREET - EAST	2048 Eureka Va	Nevada State Li	0	0.16	0.16
4404A	WILLOW STREET - WEST	Hwy 395	Roads End	0	0.09	0.09
4405	BUSH STREET - WEST	4428 Fairbanks	Hwy 395	0	0.1	0.1
4405A	BUSH STREET - EAST	Hwy 395	Roads End	0	0.53	0.53
4407	MOUNTAIN VIEW STREET - EAST	4414 Brewery S	Hwy 395	0	0.36	0.36
4407A	MOUNTAIN VIEW STREET - WEST	Hwy 395	4414 Brewery S	0	0.08	0.08
4408	WHITNEY PORTAL ROAD	4421 Lone Pine	Hwy 395	0	0.1	0.1
4409	POST STREET - EAST	4425 Line Stre	Hwy 395	0	0.37	0.37
4409A	POST STREET - WEST	Hwy 395	4414 Brewery S	0	0.11	0.11
4410	SOUTH STREET - WEST	4409 Post Stre	4051 Street "A	0	0.08	0.08
4410A	SOUTH STREET - EAST	4409 Post Stre	4051 Street "A	0	0.08	0.08
4411	MUIR STREET	4055 Street "E	4056 Street "F"	0	0.32	0.32
4412	SCHOOL STREET - EAST	4424 Lake View	Hwy 395	0	0.08	0.08
4413	INYO STREET - EAST	Hwy 395	4425 Line Stre	0	0.28	0.28
4413A	WEST INYO STREET	Hwy 395	Road End	0	0.03	0.03
4414	BREWERY STREET - SOUTH	Roads End	4407 Mountian	0	0.21	0.21
4414A	BREWERY STREET - NORTH	4407 Mountian	4403 Statham W	0	0.15	0.15
4416	WASHINGTON STREET - NORTH	4407 Mountian	4403 Statham W	0	0.37	0.37
4416A	WASHINGTON STREET - SOUTH	4407 Mountian	Roads End	0	0.21	0.21
4419	JACKSON STREET - NORTH	4401 Begole St	4407 Mountian	0	0.22	0.22
4419A	JACKSON STREET - SOUTH	4407 Mountian	4408 Whitney P	0	0.05	0.05
4421	LONE PINE AVENUE - NORTH	4403 Statham W	4407 Mountian	0	0.16	0.16
4421A	LONE PINE AVENUE - SOUTH	4407 Mountian	4411 Muir Stre	0	0.25	0.25
4422	HAY STREET - NORTH	4403 Statham W	4407 Mountian	0	0.15	0.15
4422A	HAY STREET - SOUTH	4407 Mountian	4411 Muir Stre	0	0.26	0.26
4423	MOUNT WHITNEY DRIVE - SOUTH	4411 Muir Stre	4407 Mountian	0	0.25	0.25
4423A	MOUNT WHITNEY DRIVE - NORTH	4407 Mountian	Roads End	0	0.26	0.26
4424	LAKE VIEW AVENUE - SOUTH	4407 Mountian	4413 Inyo Stre	0	0.17	0.17
4424A	LAKE VIEW AVENUE - NORTH	4407 Mountian	4403 Statham W	0	0.34	0.34
4425	LINE STREET	4413 Inyo Stre	4409 Post Stre	0	0.2	0.2
4426	ROY ROGERS ROAD	4414 Brewery S	4018 Whitney P	0	0.34	0.34
4427	LUBKEN AVENUE - EAST	Hwy 395	Roads End	0	0.25	0.25
4428	FAIRBANKS STREET	4405 Bush Stre	4018 Whitney P	0	0.05	0.05
4429	TIM HOLT ROAD	4414 Brewery S	Hwy 395	0	0.11	0.11
4430	GENE AUTRY LANE	Hwy 395	Roads End	0	0.02	0.02
5001	CLAY ROAD	Nevada State Li	Roads End	0	2.01	2.01
5002	STATE LINE ROAD	Hwy 127	Nevada State Li	0	5.21	5.21
5003	PETRO ROAD	5005 Furnace C	Hwy 127	0	16.81	16.81
5005	FURNACE CREEK WASH ROAD	Hwy 127	8083 Non Count	0	35.79	35.79
5005A	FURNACE CREEK ROAD	Hwy 127	5050 Western T	0	12.52	12.52
5006	TECOPA HOT SPRINGS ROAD	5005 Furnace C	5007 Old Spani	0	2.5	2.5
5007	OLD SPANISH TRAIL HIGHWAY	Hwy 127	Nevada State Li	0	29.98	29.98
5008	CHINA RANCH ROAD	5005 Furnace C	Roads End	0	2.04	2.04

5009	MESQUITE VALLEY ROAD	5050 Western T	Nevada State Li	0	20.92	20.92
5010	LOST SECTION ROAD	5005 Furnace C	Roads End	0	6.33	6.33
5010A	LOST SECTION ROAD	5010 Lost Sect	5005 Furnace C	0	3.09	3.09
5011	OLANCHA-DARWIN ROAD	Hwy 190	5014 Zinc Hill	0	5.72	5.72
5012	TALC CITY ROAD	Hwy 190	Roads End	0	2.79	2.79
5013	SALINE VALLEY ROAD	4013 Saline Va	Hwy 190	0	6.83	6.83
5013A	SALINE VALLEY ALT.	4013 Saline Va	Hwy 190	0	4.71	4.71
5014	ZINC HILL ROAD	5015 Ophir Roa	Roads End	0	4.07	4.07
5015	OPHIR ROAD	5075 Second Av	5016 Old Toll	0	7.65	7.65
5016	OLD TOLL ROAD	5015 Ophir Roa	Hwy 190	0	8.83	8.83
5017	NADEAU ROAD	Hwy 190	5029 Trona-Wil	0	25.95	25.95
5018	PANAMINT VALLEY ROAD	5029 Trona-Wil	Hwy 190	0	13.98	13.98
5019	MINIETTA ROAD	5018 Panamint	5017 Nadeau Ro	0	3.63	3.63
5020	FALL ROAD	Hwy 395	Roads End	0	0.87	0.87
5021	SHOP STREET	Hwy 395	Roads End	0	1.01	1.01
5022	WALKER CREEK ROAD	Hwy 395	Roads End	0	5	5
5023	SCHOOL ROAD	Hwy 395	Roads End	0	0.39	0.39
5024	CACTUS FLATS ROAD	Hwy 395	Roads End	0	10.38	10.38
5025	SAGE FLATS DRIVE	Hwy 395	Roads End	0	5.45	5.45
5026	ASH CREEK ROAD	Hwy 395	Roads End	0	1.61	1.61
5027	HAIWEE CANYON ROAD	Hwy 395	Roads End	0	2.62	2.62
5028	GENTRY ROAD	5007 Old Spani	5007 Old Spain	0	0.53	0.53
5029	TRONA-WILDROSE ROAD	SBD County	8070 Non Count	0	34.23	34.23
5030	PADRE POINT ROAD	Hwy 190	Roads End	0	0.6	0.6
5031	LITTLE LAKE ROAD	Hwy 395	Hwy 395	0	1.15	1.15
5032	SLATE RANGE ROAD	5017 Nadeu Roa	5018 Panamint	0	4.94	4.94
5033	SURPRISE CANYON ROAD	5035 Wingate R	Roads End	0	4.56	4.56
5034	BALLARAT ROAD	5029 Trona-Wil	5035 Wingate R	0	3.64	3.64
5035	WINGATE ROAD	San Bernardino	5034 Ballarat	0	20.08	20.08
5035A	INDIAN RANCH ROAD	5034 Ballarat	5029 Trona-Wil	0	12.09	12.09
5036	COYOTE CANYON ROAD	8093 Non Count	5035 Wingate R	0	9.14	9.14
5037	VALLEY WELLS ROAD	5029 Trona-Wil	5044 Stockwell	0	0.4	0.4
5038	GILL STATION COSO ROAD	5039 Sykes Roa	Roads End	0	7.96	7.96
5039	SYKES ROAD	Hwy 395	Roads End	0	0.91	0.91
5040	NINE MILE CANYON ROAD	Hwy 395	Tulare County L	0	10.64	10.64
5041	DOWNEY ROAD	5006 Tecop Hot	8080 Non Count	0	0.6	0.6
5043	CINDER ROAD	Hwy 395	Roads End	0	0.7	0.7
5044	STOCKWELL MINE ROAD	5037 Valley We	Roads End	0	1.74	1.74
5045	TRONA AIRPORT ROAD	5029 Trona-Wil	Roads End	0	0.75	0.75
5046	ANDERSON WAY	5041 Downey Ro	Roads End	0	0.25	0.25
5048	HOMEWOOD CANYON ROAD	5029 Trona-Wil	Roads End	0	5.05	5.05
5049	SMITH TALC ROAD	5009 Mesquite	San Bernardino	0	1.04	1.04
5050	WESTERN TALC ROAD	5005 Furnace C	San Bernardino	0	1.14	1.14
5051	MESQUITE VALLEY ROAD	San Bernardino	5009 Trona-Wil	0	14.82	14.82
5052	OLD STATE HIGHWAY	Hwy 127	Hwy 127	0	0.63	0.63
5053	NESS STREET	5011 Olancha-D	5014 Zinc Hill	0	0.24	0.24
5054	SCHOOL STREET	5014 Zinc Hill	5011 Olancha-D	0	0.17	0.17
5055	TALC CITY CUTOFF	5012 Talc City	Hwy 190	0	0.98	0.98
5056	QUARRY ROAD	5029 Trona-Wil	Roads End	0	0.46	0.46
5057	DAWN LOOP	5006 Tecopa Ho	5006 Tecopa Ho	0	0.33	0.33
5058	NOONDAY STREET	5006 Tecopa Ho	5006 Tecopa Ho	0	0.84	0.84
5059	SUNDOWN STREET	5058 Noonday S	5058 Noonday S	0	0.11	0.11
5060	BOB WHITE WAY	5041 Downey Ro	5005 Furnace C	0	0.45	0.45
5061	CROW CANYON ROAD	5048 Homewood	Roads End	0	0.45	0.45
5062	ELIAS ROAD	5006 Tecopa Ho	Roads End	0	0.23	0.23
5069	WILLIAMS ROAD	5020 Fall Road	Roads End	0	0.5	0.5

5070	SUMMER ROAD	5020 Fall Road	Roads End	0	0.39	0.39
5071	SPRING CIRCLE	5020 Fall Road	Roads End	0	0.1	0.1
5072	STERLING ROAD	5040 Nine Mile	Kern County Lin	0	2.51	2.51
5073	PEARSON ROAD	Hwy 395	Hwy 395	0	1.13	1.13
5074	MARKET STREET	5015 Ophir Roa	5075 Second Av	0	0.1	0.1
5075	SECOND AVENUE - SOUTHEAST	5074 Market St	5015 Ophir Roa	0	0.19	0.19
5076	LAKEVIEW ROAD	5077 Enchanted	Roads End	0	0.35	0.35
5077	ENCHANTED LAKES ROAD	Hwy 395	Roads End	0	1.5	1.5
5078	LAKE VILLAGE ROAD	Hwy 395	Roads End	0	1.5	1.5
5201	WHITNEY STREET	5206 Mojave St	Hwy 395	0	0.17	0.17
5202	LAKE STREET	Hwy 395	5205 Cartago S	0	0.13	0.13
5203	OWENS STREET	5204 Sierra St	5205 Cartago S	0	0.05	0.05
5204	SIERRA STREET	5201 Whitney S	5203 Owens Str	0	0.24	0.24
5205	CARTAGO STREET	5203 Owens Str	5201 Whitney S	0	0.24	0.24
5206	MOJAVE STREET	5201 Whitney S	Roads End	0	0.13	0.13
					Total	1,136.48



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 25
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- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Consent | <input type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Schedule time for _____ | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Letter Requesting New Sustainable Funding for State and Local Transportation Infrastructure

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve a resolution entitled "A Resolution of the Board of Supervisors of the County of Inyo Urging the State to Provide New Sustainable Funding for State and Local Transportation Infrastructure."

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The California State Association of Counties (CSAC) has requested that local agencies throughout the state approve resolutions in support identifying sustainable funding at the State and local level for roadway infrastructure. In response to the Governor's Proclamation calling an Extraordinary Session on Transportation and Infrastructure, CSAC formally adopted a resolution urging Governor Jerry Brown and the legislature to provide new sustainable funding for state and local transportation infrastructure. The request was initially sent out in 2015 though the matter is still pending. CSAC staff sent out a follow up e-mail which requests Counties to bring this forward to our legislative delegations. The core of the CSAC e-mail includes the following list of points that are included as attachments to this agenda request.

1. A sample resolution that counties can use to take a position in support of CSAC's efforts to secure new, robust, and sustainable revenues for the maintenance and rehabilitation of local streets and roads and state highways as well as sensible reforms (County staff used this example to develop the attached resolution). Nineteen counties have already taken this version or a similar resolution to their Boards. These counties include: Alameda, Alpine, Lake, Lassen, Los Angeles, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Placer, Plumas, Santa Cruz, Siskiyou, Solano, Sonoma, and Trinity. If your county has passed a resolution but is not on this list, or if your county passes one in the future, please forward a copy to us so we can keep a master list and share this information with the Legislature.
2. A fact sheet which details seven principles critical for any new transportation funding and reform package. Recall that a larger coalition has united behind these same principles including the League of California Cities, metropolitan planning and regional transportation planning agencies, business organizations and labor. Individual counties are also welcome to join the *Fix Our Roads Coalition*.
3. A chart "Transportation Funding Proposals Matrix – LSR Funding Criteria" which provides information on which transportation fiscal bills meets CSAC's equitable revenue sharing principle. As we discussed, it's critical that your legislators know the state and local transportation networks are interconnected and must be treated and funded as one unified system. No single particular level of government can raise sufficient revenue to support the systems at an optimum level of functionality, and the systems remain interdependent with respect to funding and governance. Over the decades we have developed multiple sources of

revenue, administered by various levels of government all with the goal of providing a functioning, comprehensive transportation system. We believe we have a mutual obligation to invest in a multi-modal, safe, seamless transportation system to meet the public's needs and support our economy.

4. A chart "New County Road Funding Estimates – Plans with Legislative Language" detailing approximate anticipated annual revenues county-by-county under three funding/reform proposals – The Governor's Transportation Plan, SB X1 1 by Senator Jim Beall, and AB 1591 by Assembly Member Jim Frazier. While CSAC believes the Governor's plan is a good starting point, as currently drafted, it does not generate enough new revenue nor share revenues equally between the state highway system and local streets and roads. As such, counties would be able to put the new revenues to much needed use but it wouldn't be enough to actually improve the overall condition of the local network. The California Statewide Local Streets and Roads Needs Assessment demonstrates we need closer to \$3 billion annually to counties and cities in order to provide the public noticeable system wide improvements. AB 1591 provides the highest level of funding and SB X1 1 gets pretty close to that target \$3 billion too.
5. Fact sheets by Assembly and Senate district (accessible via the Fix our Roads Coalition website at: <http://fixcaroads.com/local-impacts/>) that includes information on how the recent CTC cuts and comparable declining revenues at the local level will impact services and projects in each district as well as the economic impact. The Legislature must act now to mitigate the impacts from the declining gas prices on transportation revenues and generate new revenues to address the combined \$135 billion backlog/shortfall just to maintain the existing state and local transportation infrastructure.

ALTERNATIVES:

- 1) The Board could continue the discussion to the April 12, 2016 meeting.
- 2) The Board could change the wording in the resolution.
- 3) The Board could choose to not adopt the resolution.

OTHER AGENCY INVOLVEMENT:

1. California Legislature (Enacting Legislation for sustainable transportation funding.

FINANCING:

Time to complete this staff report is funded out of the Transportation and Planning Trust Budget Unit.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>3/10/16</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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

[Signature] Date: 3/11/16



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
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MEMBERS OF THE BOARD
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Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

April 5, 2016

The Honorable Devon Mathis
State Capitol
Sacramento, CA 94249

The Honorable Tom Berryhill
State Capitol, 3076
Sacramento, CA 95814

Regarding: Transportation Funding Shortfall

Dear Assemblyman Mathis & Senator Berryhill,

Attached is an Inyo County Board of Supervisors resolution urging the State to provide new sustainable funding for State and Local transportation infrastructure. This is the resolution suggested to be approved by the California State Association of Counties (CSAC).

Please don't hesitate to contact me or Inyo County Public Works Director Clint Quilter at (760) 878-0201 if you have any questions regarding this matter.

Sincerely,

Supervisor Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

cc: Kiana Valentine, CSAC

RESOLUTION No. 2016 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO URGING
THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL
TRANSPORTATION INFRASTRUCTURE**

WHEREAS, Governor Edmund G. Brown, Jr. has called an extraordinary session to address the immense underfunding of California's transportation infrastructure; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, the County of Inyo has participated in efforts with the California State Association of Counties, League of California Cities, and California's Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components; and

WHEREAS, the resulting 2014 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates that the condition of the local transportation network is deteriorating as predicted in the initial 2008 study; and

WHEREAS, the results show that California's local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the "at risk" category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased; and

WHEREAS, the results show that the County of Inyo's local streets have an average pavement index of 61, placing them in the "At Risk" category; and

WHEREAS, if funding remains at the current levels, in 10 years, 25 percent of local streets and roads in California will be in "failed" condition; and

WHEREAS, cities and counties need an additional \$1.7 billion just to maintain a status quo pavement condition of 66, and much more revenue to operate the system with Best Management Practices, which would reduce the total amount of funding needed for maintenance in the future; and

WHEREAS, models show that an additional \$3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average "at risk" condition to an average "good" condition; and

WHEREAS, if additional funding isn't secured now, it will cost taxpayers twice as much to fix the local system in the future, as failure to act this year will increase unmet funding needs for local transportation facilities by \$11 billion in five years and \$21 billion in ten years; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, in addition to the local system, the state highway system needs an additional \$5.7 billion annually to address the state's deferred maintenance; and

WHEREAS, in order to bring the local system back into a cost-effective condition, at least \$7.3 billion annually in new money going directly to cities and counties; and

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO strongly urges the Governor and Legislature to identify a sufficient and stable funding source for local street and road and state highway maintenance and rehabilitation to ensure the safe and efficient mobility of the traveling public and the economic vitality of California.

RESOLVED FURTHER, that the COUNTY OF INYO strongly urges the Governor and Legislature to adopt the following priorities for funding California's streets and roads.

1. **Make a significant new investment in transportation infrastructure.** Any package should seek to raise at least \$6 billion annually and should remain in place for at least 10 years or until an alternative method of funding our transportation system is agreed upon.
2. **Focus on maintaining and rehabilitating the current system.** Repairing California's streets and highways involves much more than fixing potholes. It requires major road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as operational improvements that necessitate the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards. Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the system first.
3. **Equal split between state and local projects.** We support sharing revenue for roadway maintenance equally (50/50) between the state and cities and counties, given the equally-

pressing funding needs of both systems, as well as the longstanding historical precedent for collecting transportation user fees through a centralized system and sharing the revenues across the entire network through direct subventions. Ensuring that funding to local governments is provided directly, without intermediaries, will accelerate project delivery and ensure maximum accountability.

4. **Raise revenues across a broad range of options.** Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options, including fuel taxes, license fees, and registration fees, rather than just one source. Additionally, any package should move California toward an all-users pay structure, in which everyone who benefits from the system contributes to maintaining it – from traditional gasoline-fueled vehicles, to new hybrids or electric vehicles, to commercial vehicles.
5. **Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects.** While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.
6. **Strong accountability requirements to protect the taxpayers' investment.** Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Local governments are accustomed to employing transparent processes for selecting road maintenance projects aided by pavement management systems, as well as reporting on the expenditure of transportation funds through the State Controller's Local Streets and Roads Annual Report.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this 5th day of April 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio
Clerk of the Board

By: _____
Patricia Gunsolley, Assistant

Problem: California lacks adequate funding to fix crumbling roads, highways, bridges and transportation infrastructure.



California's network of roads and highways are critical to our quality of life and economy. Yet the condition of our deteriorating network of roads is staggering:

- Our crumbling roads cost motorists \$762 a year per driver for vehicle maintenance.
- California has the second highest share of roads in "poor condition" in the nation.
- 58% of state roads need rehabilitation or pavement maintenance.
- California has 4 of 5 cities with the worst road conditions in the nation.
- 55% of local bridges require rehabilitation or replacement.
- Nearly 70% of California's urban roads and highways are congested.
- Without additional funding, 1/4 of local streets and roads will be in failed condition by 2024.

Our state lacks adequate funding to address these critical deficiencies:

- Local streets and roads face an estimated shortfall of \$78 billion in deferred maintenance and an annual shortfall of \$7.8 billion.
- CalTrans faces a \$59 billion backlog in deferred maintenance and an annual shortfall in the State Highway Operation and Protection Program (SHOPP) of \$5.7 billion.

Solution: A responsible, accountable solution to fix our roads.

A broad coalition of cities, counties, labor, business, public safety and transportation advocates has formed to meet the Governor's call to address California's chronic transportation infrastructure funding shortfall. During the 2015 special session on transportation, we support the following priorities:

1. Make a significant investment in transportation infrastructure.

If we are to make a meaningful dent that demonstrates tangible benefits to taxpayers and drivers, any package should seek to raise at least \$6 billion annually and should remain in place for at least 10 years or until an alternative method of funding our transportation system is agreed upon.

2. Focus on maintaining and rehabilitating the current system.

Repairing California's streets and highways involves much more than fixing potholes. It requires major road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as operational improvements that necessitate, among other things, the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards.

Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the system first.

3. Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects.

While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.

4. Raise revenues across a broad range of options.

Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options rather than just one source. Additionally, any package should move California toward an all-users pay structure in which everyone who benefits from the system contributes to maintaining it - from traditional gasoline-fueled vehicles, to hybrids, alternative fuel and electric vehicles, to commercial vehicles. Our coalition supports:

- Reasonable increases in:
 - Gasoline and diesel excise taxes.
 - Vehicle registration and vehicle license fees.
- Dedicating a portion of the cap and trade revenue paid by motorists at the pump to transportation projects that reduce greenhouse emissions.
- Ensuring existing transportation revenues are invested in transportation-related purposes (i.e. truck weight fees and fuel taxes for off-road vehicles that are currently being diverted into the general fund).
- User charge for electric and other non-fossil fuel powered vehicles that currently do not contribute to road upkeep.

5. Equal split between state and local projects.

We support sharing revenue for roadway maintenance equally (50/50) between the state and cities and counties. Funding to local governments should be provided directly (no intermediaries) to accelerate projects and ensure maximum accountability.

6. Strong accountability requirements to protect the taxpayers' investment.

Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Authorizing legislation should:

- Constitutionally protect transportation revenues for transportation infrastructure only. Time and again (Prop 42, 2002; Prop 1A, 2006; Prop 22, 2010), voters have overwhelmingly supported dedicating and constitutionally protecting transportation dollars for those purposes. We strongly support protections that prohibit using transportation dollars for other purposes.
- Repay existing transportation loans and end ongoing diversions of transportation revenues, including approximately \$850 million in loans to the general fund and the annual loss of approximately \$140 million in off-highway vehicle fuel taxes.

**Strong accountability requirements to protect the taxpayers' investment
(Continued).**

- Establish performance and accountability criteria to ensure efficient and effective use of all funding. All tax dollars should be spent properly, and recipients of new revenues should be held accountable to the taxpayers, whether at the state or local level. Counties and cities should adopt project lists at public hearings and report annually to the State Controller's Office regarding all transportation revenues and expenditures. Local governments should also commit to ensuring any new revenues supplement revenues currently invested in transportation projects. Both Caltrans and local governments can demonstrate and publicize the benefits associated with new transportation investments.
- Caltrans reform and oversight. To increase Caltrans effectiveness, provide stronger oversight by the state transportation commission of the programs funded by new revenues and establish an Inspector General office to provide accountability. Reduce Caltrans administrative budgets through efficiency reviews with all savings to be spent on road improvements.
- Expedite project delivery. More should be done to streamline project delivery, including but not limited to:
 - Establishing timelines for actions required by state agencies and eliminating other permit delays.
 - Increased implementation of alternative delivery systems that encourage more investment from the private sector.
 - Reforms to speed project completion.

7. Provide Consistent Annual Funding Levels.

Under current statute, the annual gas tax adjustment by the Board of Equalization is creating extreme fluctuations in funding levels -- a \$900 million drop in this budget year alone. A transportation funding package should contain legislation that will create more consistent revenue projections and allow Caltrans and transportation agencies the certainty they need for longer term planning. While this change would not provide any new revenue to transportation, it would provide greater certainty for planning and project delivery purposes.

Bill	Author	Subject/Description	CSAC Policy/Position	Staff Comments	Equitable Revenue Sharing?
AB 1591	Frazier	The bill would generate \$7.1 billion annually in funding for state and local transportation programs. The measure includes new revenues from increases in gas and diesel taxes, new registration fees, and existing revenues, including repayment of all existing transportation loans and the return of truck weight fees to the State Highway Account (SHA).	Support; Seeking Amendments	CSAC intends to support the measure with amendments. The bill provides 50% of new maintenance revenues for LSR purposes and the other 50% to the State. One specific amendment does related to the weight fees. While CSAC doesn't have policy in favor of returning truck weight fees, various proposals have provided for the return in different ways. Any bill that returns weight fees to the SHA must also undo the gas tax backfill, thereby providing cities and counties an equitable share for Local Streets and Roads (LSR).	Yes and No
AB 1768	Gallagher	The bill would prohibit any future High-Speed Rail (HSR) bonds from being issued and sold for HSR-related purposes. Any unspent proceeds from already sold bonds would be used to repay any HSR-related bond debt. Finally, the remaining unissued bonds are redirected to the State Highway Operations and Protection Program (SHOPP).	Pending	Putting aside CSAC's policy on HSR, this bill would not provide any funding to counties and cities. Our main tenant in the transportation funding debate is that the state and locals must share maintenance revenue equally.	No
ABX1 1	Alejo	This bill would repay all existing transportation loans and return truck weight fees back to the SHA. The bill would further eliminate the gas tax backfill and allocate those revenues 44% to the State Transportation Improvement Program (STIP), 44% to LSR, and 12% to the SHOPP.	Watch	CSAC does not plan to take a position on this measure due to our policy on weight fees, although this bill would invest the redirected revenues in an equitable manner.	Yes
ABX1 13	Grove	This bill would reduce by 50% the continuous appropriation from cap and trade auction proceeds to the Affordable Housing and Sustainable Communities (AHSC) Program and reinvest those revenues in road maintenance. The bill would provide 50% of the revenues to the state and 50% of the revenues to counties and cities.	Watch	CSAC does not have policy in place to reduce the amount of funding to the AHSC program. Counties are eligible for these funds, although we continue to advocate for improvements to the program to better allow county projects to compete. However, it does invest the redirected revenues equally between the state and locals.	Yes

ABX1 14	Waldron	This bill would appropriate \$1 billion from the State General Fund for road maintenance. The bill would provide 50% of the revenues to the state and 50% of the revenues to counties and cities.	Watch	CSAC could potentially support one-time General Fund contributions to transportation as part of a larger package that also included substantial new revenues. We appreciate that the bill would invest equally in both the state and local systems.	Yes
ABX1 18	Linder	This bill would repay all existing transportation loans and return truck weight fees to the SHA.	Watch	CSAC does not plan to take a position on this measure due to our policy on weight fees. Any bill that returns weight fees to the SHA must also undo the gas tax backfill, thereby providing cities and counties an equitable share for LSR.	No
SBX1 1	Beall	This bill would generate \$4.5 billion annually in funding for state and local transportation programs. The measure includes new revenues from increases in gas and diesel taxes, new registration fees, and existing revenues, including repaying all existing transportation loans. It also includes a variety of reforms aimed at making transportation projects more efficient.	Support; Seeking Amendments	CSAC supports the measure and is seeking amendments. The bill provides 50% of new maintenance revenues for LSR purposes and the other 50% to the State.	Yes
Budget Trailer Bill	CalSTA/ DOF	This bill would generate \$3.6 billion in funding for state highways, local roads, and transit programs. The measure includes new revenues and reforms aimed at making transportation projects/funding more efficient.	Support in Concept; Seeking Amendments	This proposal gives a substantially larger share of maintenance moneys to the SHOPP. The bill achieves a 50/50 local/state split by counting funds made available for transit and a state local partnership program as local revenues even though statewide 40% of self-help county measure money and matching funds are invested in the state highway	No

Estimates of New Annual County Road Maintenance Funding

Plans with Legislative Language as of March 2016

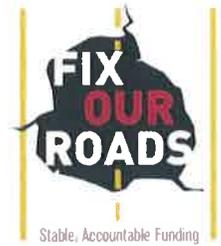
County	SBX1 1 (Beall) As of Sept. 1, 2015	AB 1591 (Frazier) As of Jan. 6, 2016	Governor's Plan As of Sept. 6 2015
Alameda	\$ 31,144,700	\$ 35,255,085	\$ 16,409,049
Alpine	\$ 606,976	\$ 687,083	\$ 319,794
Amador	\$ 2,766,893	\$ 3,132,060	\$ 1,457,779
Butte	\$ 9,930,390	\$ 11,240,974	\$ 5,231,974
Calaveras	\$ 4,223,471	\$ 4,780,872	\$ 2,225,198
Colusa	\$ 3,322,160	\$ 3,760,609	\$ 1,750,330
Contra Costa	\$ 23,987,628	\$ 27,153,445	\$ 12,638,239
Del Norte	\$ 1,727,533	\$ 1,955,528	\$ 910,177
El Dorado	\$ 8,891,490	\$ 10,064,963	\$ 4,684,614
Fresno	\$ 30,136,370	\$ 34,113,679	\$ 15,877,795
Glenn	\$ 4,038,469	\$ 4,571,454	\$ 2,127,728
Humboldt	\$ 7,879,119	\$ 8,918,982	\$ 4,151,231
Imperial	\$ 13,599,326	\$ 15,394,124	\$ 7,165,007
Inyo	\$ 4,867,889	\$ 5,510,338	\$ 2,564,720
Kern	\$ 28,572,161	\$ 32,343,030	\$ 15,053,668
Kings	\$ 5,973,933	\$ 6,762,355	\$ 3,147,456
Lake	\$ 4,224,536	\$ 4,782,078	\$ 2,225,760
Lassen	\$ 4,122,335	\$ 4,666,389	\$ 2,171,914
Los Angeles	\$ 181,627,994	\$ 205,598,720	\$ 95,693,413
Madera	\$ 8,659,856	\$ 9,802,759	\$ 4,562,574
Marin	\$ 6,898,695	\$ 7,809,164	\$ 3,634,680
Mariposa	\$ 2,725,452	\$ 3,085,149	\$ 1,435,945
Mendocino	\$ 6,321,066	\$ 7,155,302	\$ 3,330,348
Merced	\$ 11,386,363	\$ 12,889,102	\$ 5,999,075
Modoc	\$ 3,993,241	\$ 4,520,257	\$ 2,103,898
Mono	\$ 2,948,306	\$ 3,337,415	\$ 1,553,359
Monterey	\$ 12,851,174	\$ 14,547,234	\$ 6,770,832
Napa	\$ 4,839,326	\$ 5,478,006	\$ 2,549,671
Nevada	\$ 4,945,097	\$ 5,597,736	\$ 2,605,398
Orange	\$ 62,005,139	\$ 70,188,394	\$ 32,668,331
Placer	\$ 12,809,538	\$ 14,500,103	\$ 6,748,896
Plumas	\$ 3,272,284	\$ 3,704,151	\$ 1,724,052
Riverside	\$ 49,301,308	\$ 55,807,949	\$ 25,975,128
Sacramento	\$ 36,976,427	\$ 41,856,466	\$ 19,481,581
San Benito	\$ 2,777,567	\$ 3,144,142	\$ 1,463,402
San Bernardino	\$ 47,975,460	\$ 54,307,119	\$ 25,276,586
San Diego	\$ 69,451,699	\$ 78,617,729	\$ 36,591,662
San Francisco*	\$ 14,317,343	\$ 16,206,903	\$ 7,543,305
SF (City Portion)	\$ 25,045,605	\$ 28,351,050	\$ 13,195,650
San Joaquin	\$ 19,870,296	\$ 22,492,719	\$ 10,468,961

Estimates of New Annual County Road Maintenance Funding
Plans with Legislative Language as of March 2016

County	SBX1 1 (Beall) As of Sept. 1, 2015	AB 1591 (Frazier) As of Jan. 6, 2016	Governor's Plan As of Sept. 6 2015
San Mateo	\$ 16,971,846	\$ 19,211,740	\$ 8,941,870
Santa Barbara	\$ 11,836,384	\$ 13,398,516	\$ 6,236,175
Santa Clara	\$ 37,884,710	\$ 42,884,622	\$ 19,960,124
Santa Cruz	\$ 7,815,516	\$ 8,846,984	\$ 4,117,721
Shasta	\$ 9,175,861	\$ 10,386,865	\$ 4,834,439
Sierra	\$ 1,591,289	\$ 1,801,302	\$ 838,394
Siskiyou	\$ 6,551,475	\$ 7,416,120	\$ 3,451,742
Solano	\$ 10,868,825	\$ 12,303,261	\$ 5,726,402
Sonoma	\$ 16,452,146	\$ 18,623,452	\$ 8,668,058
Stanislaus	\$ 16,044,384	\$ 18,161,874	\$ 8,453,223
Sutter	\$ 4,975,297	\$ 5,631,923	\$ 2,621,310
Tehama	\$ 5,715,085	\$ 6,469,345	\$ 3,011,078
Trinity	\$ 3,053,220	\$ 3,456,175	\$ 1,608,634
Tulare	\$ 19,600,710	\$ 22,187,554	\$ 10,326,926
Tuolumne	\$ 3,974,375	\$ 4,498,901	\$ 2,093,959
Ventura	\$ 19,079,197	\$ 21,597,213	\$ 10,052,159
Yolo	\$ 6,967,994	\$ 7,887,609	\$ 3,671,191
Yuba	\$ 3,972,675	\$ 4,496,977	\$ 2,093,063
TOTAL	\$ 983,545,605	\$ 1,113,351,050	\$ 518,195,650

**county share only*

Senate District 8 Transportation Projects Face Devastating Cuts by CTC and Cities and Counties Due to Inadequate Transportation Funding



Project cancellations underscore the urgency for a legislative transportation funding solution now.

California roads are in crisis. The funding necessary to stop the decline of California's transportation network is well documented. The state, counties and cities have identified the need for an additional \$14 billion, annually, to stop further deterioration and begin repairs to our transportation system to ensure it is safe and efficient. Now an additional loss of gas tax revenue due to the significant drop in gas prices has reduced the primary revenue stream to maintain our existing freeway, streets and roads. This loss has forced the California Transportation Commission (CTC) to slash funding for transportation improvements by \$754 million over the next five years, the largest cut in two decades. Without legislative agreement on reforms and revenue necessary to fix California's roads, next year will bring even more draconian cuts. This means critical projects in Senate District 8 could be defunded.

Projects That Could be Cut or Delayed Indefinitely

CTC's decision in January 2016 to cut \$754 million over five years was based on projections of lower gas tax revenues. These reductions by CTC will mean the loss of \$162.9 million in funding for planned transportation projects in SD 8. Specific projects in the district that could be delayed or even killed altogether:

- Reconstruction of Be Hur Road from Post Miles 15.00-18.50 in Mariposa County
- Countywide Preventative Maintenance program in Mono County
- Constructing the Wagon Trail Expressway in Calaveras County
- Converting State Route 395 into a 4-lane expressway from Olancho to Cartago Olancho-Cartago in Inyo County

3,553 Good-paying Jobs and \$639.9 Million of Economic Output at Risk in SD 8

The elimination or delay of these projects would result in the loss of 3,553 good-paying jobs and \$639.9 million of economic output in the regions in SD 8, including:

- 1,539 jobs and \$287.8 million of economic output lost in the Southern Valley and Sierra region
- 968 jobs and \$163.5 million of economic output lost in the Central Valley and Sierra region
- 659 jobs and \$121 million of economic output lost in the Eastern Sierra
- 387 jobs and \$67.6 million of economic output lost in the Greater Sacramento region

Additional Funding Cuts to Cities and Counties in SD 8:

Cities and counties are also experiencing major declines in gas tax revenues. The League of California Cities and California State Association of Counties report that price-based gas tax revenues are projected to decline by the following amounts in FY 2016-17 in cities and counties in Senate District 8, in addition to the reductions cities and counties have seen over the past two years:

- **Amador County:** \$211,368 in FY 2016-17; \$740,107 over three years
- **Calaveras County:** \$322,432 in FY 2016-17; \$1.1 million over three years
- **Fresno County:** \$2.3 million in FY 2016-17; \$8 million over three years
- **Inyo County:** \$370,516 in FY 2016-17; \$1.2 million over three years
- **Madera County:** \$660,799 in FY 2016-17; \$2.3 million over three years
- **Mariposa County:** \$207,690 in FY 2016-17; \$727,227 over three years

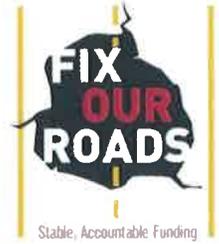
- **Mono County:** \$224,415 in FY 2016-17; \$785,792 over three years
- **Sacramento County:** \$2.8 million in FY 2016-17; \$9.9 million over three years
- **Stanislaus County:** \$1.2 million in FY 2016-17; \$4.3 million over three years
- **Tulare County:** \$1.4 million in FY 2016-17; \$5.2 million over three years
- **Tuolumne County:** \$303,542 in FY 2016-17; \$1 million over three years
- **Amador:** \$427 in FY 2016-17; \$1,847 over three years
- **Ione:** \$18,248 in FY 2016-17; \$65,037 over three years
- **Jackson:** \$10,719 in FY 2016-17; \$38,414 over three years
- **Plymouth:** \$2,317 in FY 2016-17; \$8,984 over three years
- **Sutter Creek:** \$5,764 in FY 2016-17; \$25,237 over three years
- **Angels Camp:** \$8,841 in FY 2016-17; \$31,551 over three years
- **Clovis:** \$240,474 in FY 2016-17; \$834,286 over three years
- **Fresno:** \$1.1 million in FY 2016-17; \$4.2 million over three years
- **Bishop:** \$8,944 in FY 2016-17; \$32,005 over three years
- **Mammoth Lakes:** \$19,383 in FY 2016-17; \$67,768 over three years
- **Rancho Cordova:** \$159,285 in FY 2016-17; \$554,219 over three years
- **Hughson:** \$16,645 in FY 2016-17; \$58,221 over three years
- **Oakdale:** \$ 50,181 in FY 2016-17; \$175,341 over three years
- **Turlock:** \$163,736 in FY 2016-17; \$584,997 over three years
- **Waterford:** \$20,019 in FY 2016-17; \$73,185 over three years
- **Sonora:** \$11,300 in FY 2016-17; \$40,378 over three years

These projections highlight the critical need to stabilize the gas tax and to raise additional new revenue for transportation. Already, the deferred maintenance backlog on the state highway system is pegged at \$59 billion. The funding shortfall to maintain the existing local streets and roads system is \$78 billion. Today, California motorists are spending an average of \$762 annually just to fix repairs caused by poor road conditions.

In August 2015, the Fix Our Roads coalition laid out a set of policy principles to guide the negotiations. First, a long-term funding package is needed to address the billions of dollars of backlogged state and local transportation needs. Our policy principles also couple any new revenues with needed accountability provisions to ensure new transportation dollars go to transportation projects only.

It's time to fix our roads

Assembly District 26 Transportation Projects Face Devastating Cuts by CTC and Cities and Counties Due to Inadequate Transportation Funding



Project cancellations underscore the urgency for a legislative transportation funding solution now.

California roads are in crisis. The funding necessary to stop the decline of California's transportation network is well documented. The state, counties and cities have identified the need for an additional \$14 billion, annually, to stop further deterioration and begin repairs to our transportation system to ensure it is safe and efficient. Now an additional loss of gas tax revenue due to the significant drop in gas prices has reduced the primary revenue stream to maintain our existing freeway, streets and roads. This loss has forced the California Transportation Commission (CTC) to slash funding for transportation improvements by \$754 million over the next five years, the largest cut in two decades. Without legislative agreement on reforms and revenue necessary to fix California's roads, next year will bring even more draconian cuts. This means critical projects in Assembly District 26 could be defunded.

Projects That Could be Cut or Delayed Indefinitely

CTC's decision in January 2016 to cut \$754 million over five years was based on projections of lower gas tax revenues. These reductions by CTC will mean the loss of \$158.7 million in funding for planned transportation projects in AD 26. Specific projects in the district that could be delayed or even killed altogether:

- Converting State Route 395 into a 4-lane expressway from Olancha to Cartago in Inyo County
- Constructing bike paths on Seibu lane to Paiute Reservation schools in Inyo County
- Pre-mitigation for the Olancha-Cartago archaeological project at State Route 395 in Inyo County
- Widening the North- and Southbound of the Tagus 6 lane in Tulare County
- Alignment of Road 204 from Route 65 through Route 198 in Tulare County

2,198 Good-paying Jobs and \$408.8 million of Economic Output at Risk in AD 26

The elimination or delay of these projects would result in the loss of 2,198 good-paying jobs and \$408.8 million of economic output in the regions in AD 26, including:

- 1,539 jobs and \$287.8 million of economic output lost in the Southern Valley & Sierra region
- 659 jobs and \$121 million of economic output lost in the Eastern Sierra region

Additional Funding Cuts to Cities and Counties in AD 26:

Cities and counties are also experiencing major declines in gas tax revenues. The League of California Cities and California State Association of Counties report that price-based gas tax revenues are projected to decline by the following amounts in FY 2016-17 in cities and counties in Assembly District 26, in addition to the reductions cities and counties have seen over the past two years:

- **Inyo County:** \$370,516 in FY 2016-17; \$1.2 million over three years
- **Kern County:** \$2.1 million in FY 2016-17; \$7.6 million over three years
- **Tulare County:** \$1.4 million in FY 2016-17; \$5.2 million over three years
- **Bishop:** \$8,944 in FY 2016-17; \$32,005 over three years
- **Dinuba:** \$55,235 in FY 2016-17; \$193,682 over three years
- **Exeter:** \$24,366 in FY 2016-17; \$88,740 over three years

- **Farmersville:** \$25,140 in FY 2016-17; \$90,263 over three years
- **Lindsay:** \$29,219 in FY 2016-17; \$103,840 over three years
- **Porterville:** \$128,724 in FY 2016-17; \$457,123 over three years
- **Tulare:** \$143,730 in FY 2016-17; \$506,892 over three years
- **Visalia:** \$301,352 in FY 2016-17; \$1 million over three years
- **Woodlake:** \$17,751 in FY 2016-17; \$65,642 over three years

These projections highlight the critical need to stabilize the gas tax and to raise additional new revenue for transportation. Already, the deferred maintenance backlog on the state highway system is pegged at \$59 billion. The funding shortfall to maintain the existing local streets and roads system is \$78 billion. Today, California motorists are spending an average of \$762 annually just to fix repairs caused by poor road conditions.

In August 2015, the Fix Our Roads coalition laid out a set of policy principles to guide the negotiations. First, a long-term funding package is needed to address the billions of dollars of backlogged state and local transportation needs. Our policy principles also couple any new revenues with needed accountability provisions to ensure new transportation dollars go to transportation projects only.

It's time to fix our roads



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- | | | | |
|--|---|--|---|
| <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Schedule time for _____ | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

For Clerk's Use Only:
AGENDA NUMBER
26

FROM: Road Department

FOR THE BOARD MEETING OF: **APR 15 2016**

SUBJECT: Vacation of Elm Street in Independence, and accepting there from the utility easement as shown in and described in the legal description titled Easement for Utility Purposes.

DEPARTMENTAL RECOMMENDATIONS:

Request Board approve a resolution entitled "Vacating Elm Street, Independence and reserving an easement for utility purposes." Pursuant to Streets and Highways Code Division 9, Chapter 4, Summary Vacation, in its entirety, the 80 ft. width of Elm Street, from Clay Street to Crockett Street in Independence.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION:

The Owens Valley Improvement Company Addition dedicated Elm Street, an 80-foot wide right-of-way, in 1911, as shown on the attached map. Since 1911, the County has only used a portion of the Elm Street right-of-way for the installation of sewer and water lines and the remainder has not been developed as a roadway and is not in the County's Maintained Mileage System. The County owns the adjacent parcels and the underlying fee to the right-of-way.

In this action, the Road Department is requesting your Board approve the vacation in its entirety the 80-foot width of Elm Street from Clay Street to the right-of-way line of Crockett Street, and to reserve to the County an easement for utility purposes as depicted on Exhibit B and B1.

The Road Department recommends summary vacation of this right-of-way because this area is not needed for a road access and will better serve the public by providing space for a new court facility.

The proposed vacation of Elm Street will allow the County to then begin the lot line adjustment process which will allow the County the ability to adjust the size of the Jail parcel, which will then include the vacated portion of Elm Street. At the completion of the Lot Line Adjustment the County will have the availability of a complete parcel for possible lease to the State of California adjacent to the County Jail.

No County road may be abandoned except by order of the Board of Supervisors, by operation of law, or by judgment of the court (Street & Highways Code § 901). However, the County is not required to undertake a formal abandonment process in all cases. The County may use the summary vacation procedure of Street & Highways Code if the section of road has (1) been superseded by relocation, or (2) has been impassible to vehicles for five or more years and no road funds have been expended on the segment for the same period. (California Streets and Highways Code Sections 8330; 8331). Summary vacation is appropriate here because the road was has never been developed and has been impassible to vehicles for five or more years. Additionally, no road funds have been expended in this area during the same period.

ALTERNATIVES: Your Board could choose not to approve the vacation of Elm Street in Independence, and direct staff to find other alternatives.

OTHER AGENCY INVOLVEMENT:

FINANCING: N/A

APPROVALS

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

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



Date: 3/18/16

RESOLUTION NO. 2016-

**A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS
VACATING ELM STREET, INDEPENDENCE AND RESERVING AN
EASEMENT FOR UTILITY PURPOSES**

WHEREAS, Inyo County has held a right-of-way for public roadway purposes for Elm Street in Independence, California since 1911; and

WHEREAS, pursuant to California Streets and Highways Code §8331, the Inyo County Board of Supervisors are authorized to summarily vacate a street if the street has been impassible to vehicular travel for a period of five consecutive years and no public money was expended for the maintenance of the street; and

WHEREAS, Elm Street has been impassible to vehicular travel for a period of five or more consecutive years and no public money was expended for the maintenance of the street; and

WHEREAS, this Resolution of Vacation is completed pursuant to California Streets and Highways Code §8331 for Summary Vacation, to vacate any and all rights Inyo County has in Elm Street, as shown in the attached map, Exhibit A, and described as follows: In its entire eighty (80) feet right-of-way of Elm Street from Clay Street to the easterly right-of-way of Crockett Street; and

WHEREAS, pursuant to California Streets and Highways Code §8340 et seq., Inyo County may reserve to itself an easement for utility purposes that portion of Elm Street as shown in the attached Exhibits B and B1.

[INTENTIONALLY LEFT BLANK]

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, Elm Street described above and displayed in Exhibit A to this Resolution is vacated as of the date this Resolution is recorded and this portion of the right-of-way no longer constitutes a street; and

BE IT FURTHER RESOLVED AND ORDERED, Inyo County reserves to itself an easement for utility purposes that portion of Elm Street as shown in the attached Exhibits B and B1.

PASSED AND ADOPTED THIS ____ DAY OF APRIL 2016 BY THE FOLLOWING VOTES:

AYES:
NOES:
ABSTAIN:
ABSENT:

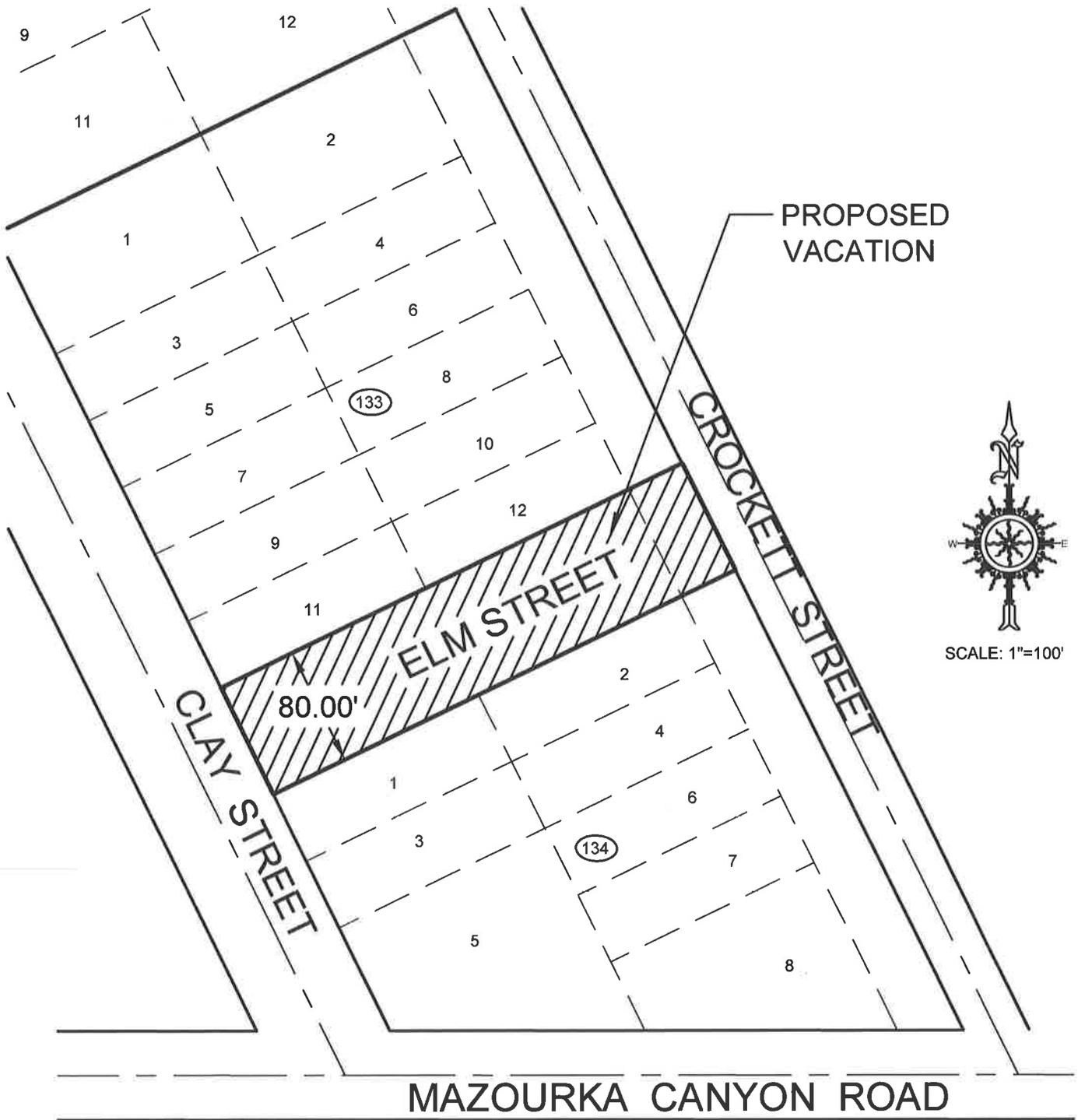
Jeff Griffiths, Chair
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio
CLERK OF THE BOARD

By: _____
Assistant

ELM STREET VACATION

EXHIBIT A



PROPOSED
VACATION



SCALE: 1"=100'

COUNTY OF INYO, TOWN OF INDEPENDENCE, CALIFORNIA



Clint Quilter, Public Works Director

ROAD DEPARTMENT
P.O. DRAWER Q – 168 N. EDWARDS ST.
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

EXHIBIT B

Reservation of Easement for Utility Purposes

LEGAL DESCRIPTION

THAT PORTION OF THE OWENS VALLEY IMPROVEMENT COMPANY ADDITION RECORDED IN BK. 1 PGS 42 & 43, OF MAPS IN THE OFFICE OF COUNTY RECORDER, SECTION 17, TOWNSHIP 13 SOUTH, RANGE 35 EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF INYO, STATE OF CALIFORNIA, AS DEPICTED ON **EXHIBIT B1** ATTACHED HERETO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND AT THE SOUTH WEST CORNER OF ELM STREET, AS DEPICTED ON SAID MAP BEING THE TRUE POINT OF BEGINNING;

THENCE N 27° 05' 30" W, 40 FEET ALONG THE EASTERLY RIGHT-OF-WAY OF CLAY STREET;

THENCE N 62° 48' 57" E, 119.91 FEET ALONG THE CENTER LINE OF ELM STREET OF SAID MAP;

THENCE S 28° 48' 19" E, 15.35 FEET;

THENCE N 62° 52' 01" E, 219.36 FEET TO THE WESTERLY RIGHT-OF-WAY OF CROCKETT STREET;

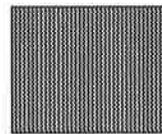
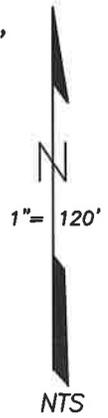
THENCE S 27° 04' 40" E, 24.46 FEET ALONG THE WESTERLY RIGHT-OF-WAY OF CROCKETT STREET;

THENCE S 62° 48' 57" W, 339.72 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF ELM STREET TO THE TRUE POINT OF BEGINNING.

END OF DESCRIPTION

EXHIBIT B1

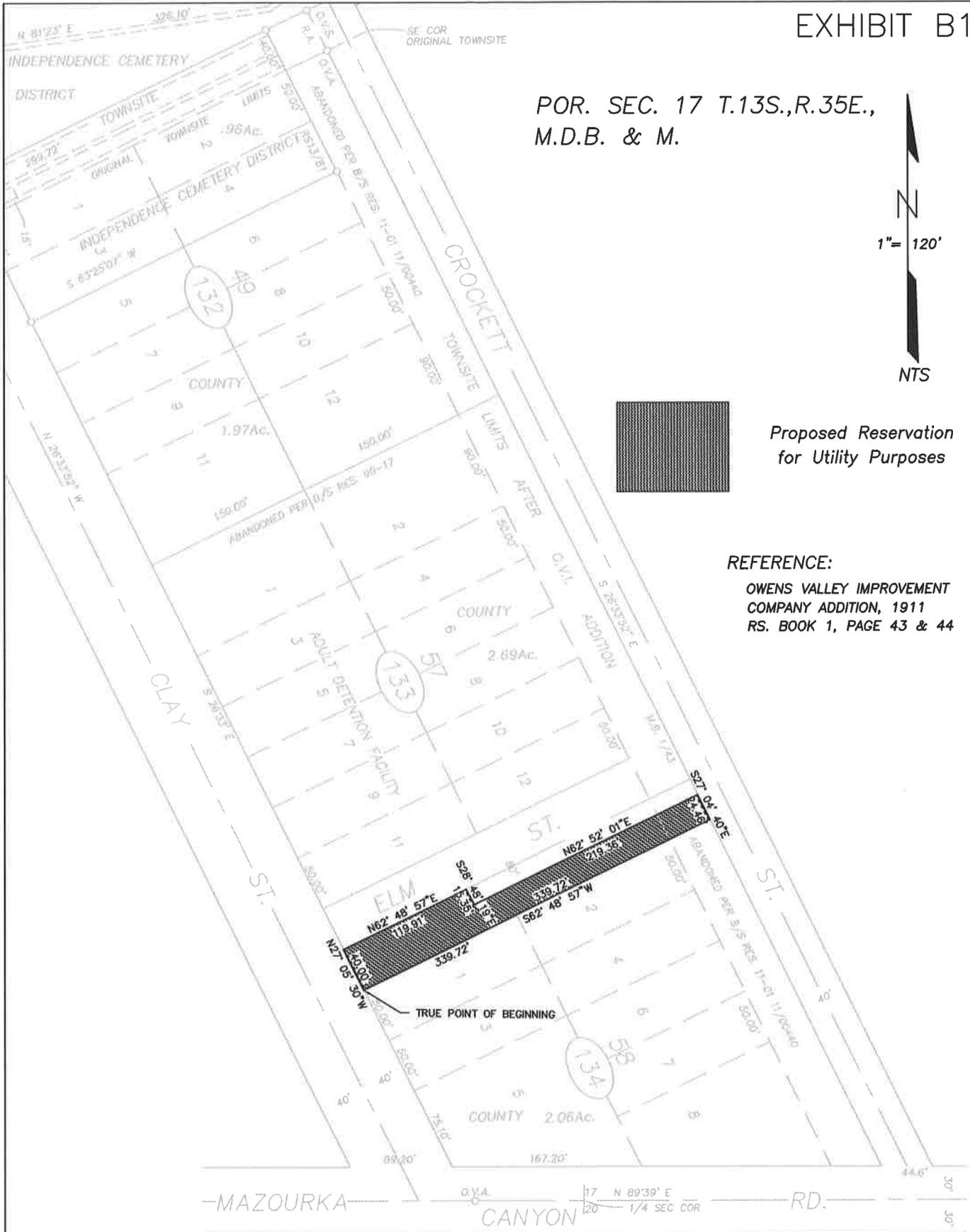
POR. SEC. 17 T.13S.,R.35E.,
M.D.B. & M.



Proposed Reservation
for Utility Purposes

REFERENCE:

OWENS VALLEY IMPROVEMENT
COMPANY ADDITION, 1911
RS. BOOK 1, PAGE 43 & 44



INYO COUNTY PUBLIC WORKS
168 N. Edwards, P.O. Drawer Q
Independence, CA 93526
(760) 878-0201

**PROPOSED RESERVATION
FOR UTILITY PURPOSES**

Date: MARCH 15, 2016

Drawn By: CRB

PAGE 1 OF 1



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER
27

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **April 5, 2016**

SUBJECT: Sole Source for Calif. Dept. Of Justice and authorization for issuance of PO

DEPARTMENTAL RECOMMENDATION:

Request the Board declare the California Department of Justice as a sole source provider and authorize the issuance of a Purchase Order in the amount of \$6,500.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

California Department of Justice is the only entity able to process and verify fingerprints for applicants. Some types of applicants/documents that need fingerprinting are: required registrants, work permits, background checks and CCW (Carry Concealed Weapon) applicants.

The Sheriff's Department has paid, from July 1, 2015 through March 7, 2016, the amount of \$8,437 and expects to expend up to an additional \$6,500 by the end of the fiscal year.

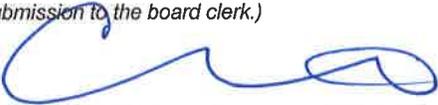
ALTERNATIVES:

The Board could choose not to authorize the Purchase Order. This is not recommended as required fingerprinting for various items would not be able to be processed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This expense will be paid from the 2015-2016 Sheriff General budget (022700), Object Code 5265 (Professional & Special Services).

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: <u>yes</u> Date <u>3/09/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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



Date: _____

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)

<p>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. The Dept. of Justice is the only entity able to process and verify fingerprints for applicants. To date, we have spent \$8,437 with DOJ for this service, and we anticipate up to an additional \$6,500 for the remainder of this fiscal year.</p>	
<p>DEPARTMENT CONTACT PERSON & TITLE Sheriff Lutze</p>	
<p>DEPARTMENT NAME Sheriff's Department</p>	<p>PHONE 760-878-0325</p>
<p>REQUESTED SUPPLIER/CONSULTANT NAME California Department of Justice</p>	<p>SUPPLIER CONTACT PERSON</p>
<p>SUPPLIER ADDRESS Accounting Services P.O. Box 944255 Sacramento, Ca. 94244-2550</p>	<p>SUPPLIER CONTACT'S PHONE NUMBER 916-227-3870</p>

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

3-10-16

Date

President/CEO Approval

Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
28

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

FROM: Sheriff Bill Lutze
FOR THE BOARD MEETING OF: April 5, 2016
SUBJECT: Request for Office Depot purchase order

DEPARTMENTAL RECOMMENDATION:

Request Board approve a blanket purchase order to Office Depot in the amount of \$4,000, for office supplies for the Sheriff's Department administration and sub stations.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

To date, the Sheriff's Department has expended \$11,700 with Office Depot for office supplies. Of this amount the Sheriff's Department also purchased a conference room table, chairs and other items for the Lone Pine Substation that totaled \$2,370; in addition \$1,041 was spent toward a Civil Upgrade. We feel that the requested \$4,000 will be sufficient to see us through until the end of the fiscal year.

ALTERNATIVES:

Deny this request.

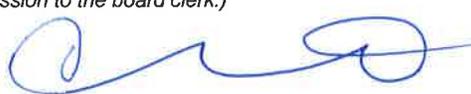
OTHER AGENCY INVOLVEMENT:

Purchasing
Auditor's office

FINANCING:

Funds are available in the FY 2015-2016 Board approved Sheriff's General budget (022700), General Operating (5311).

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>yes</u> Date <u>3/16/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 3-17-16



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
29

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Hiring of a Child Support Officer I/II, depending upon qualifications.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board find consistent with the adopted Authorized Position Review Policy: (1) the availability of funding for the requested position comes from the Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; (2) and the position could be filled by internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and c) approve the hiring of one Child Support Officer I, Range 57 (\$3,232-\$4,027) or Child Support Officer II, Range 60 (\$3,471-\$4,216) depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We have a recent vacancy in a Child Support Officer I position that moved to another position within the county. We need to open up recruitment to fill this position. Post regionalization, we have authorized strength of four (4) Child Support Officer (caseworker) positions and one Child Support Supervisor. With the departure of one of our child support officers staff have shared the casework normally assigned to this position which amounts to over 300 child support cases.

ALTERNATIVES:

The Board could decline this this request. This is not recommended, as the Child Support agency case load continues to require daily state and federal mandated actions be undertaken to ensure consistent case outcomes and collections.

OTHER AGENCY INVOLVEMENT:

Personnel Department.

FINANCING:

The funding for this position will be provided through the Child Support Agency Budget 022501 and funding for this position is provided for in the Board approved 2016-2017 budget.

APPROVALS

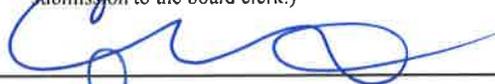
COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

Approved: _____ Date _____

AUDITOR/CONTROLLER

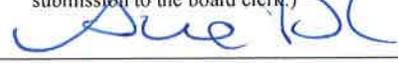
ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)



Approved: yes Date 3/16/2016

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 3/15/16

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date 3-9-16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

30

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

FROM: HEALTH & HUMAN SERVICES – ESAAA/IC-GOLD

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Request to hire one B-PAR Program Services Assistant (PSA) I or II in the ESAAA/IC-GOLD programs.

DEPARTMENTAL RECOMMENDATION:

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

- 1) the availability of funding for the requested position exists, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
- 2) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however, an external recruitment is more appropriate; and
- 3) approve the hiring of one B-PAR PSA, either a I at Range 39PT (\$11.46 to \$13.92/hr.), or a II at Range 42PT (\$12.26 to \$14.912/hr.), depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A B-Par PSA position became vacant at our Lone Pine Senior Center when an employee resigned and moved out of the area. The department took this opportunity to assess the staffing pattern, which is similar to our Bishop Senior Center, and determined that the current staffing structure is needed to meet the needs of the program. This position provides a wide range of program services, including but not limited to, meal delivery, assisted transportation, homemaking, office support and assistance in the kitchen as needed. The Department is respectfully requesting Your Board approved the hiring of one B-Par PSA at either a I or II, dependent upon qualifications.

ALTERNATIVES:

Your Board could choose to not fill this vacancy, which may impact the ability to meet the program needs during staff absences, as well as possibly result in a reduction of services.

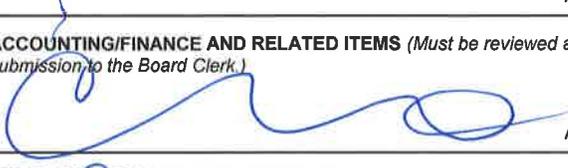
OTHER AGENCY INVOLVEMENT:

CA Department of Aging

FINANCING:

State and Federal funding, and County General Fund. The BPAR position is budgeted 44% in IC Gold (056100) and 29% in ESAAA (683000) in the salary and benefits objects code.

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: <u>yes</u> Date: <u>3/7/16</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>J 3/4/16</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3-8-16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER AGENDA NUMBER 31

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

FROM: HEALTH & HUMAN SERVICES – Social Services, ESAAA, IC-GOLD

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Request for authorization to hire a full time Tecopa Operations Manager for our Tecopa HHS office.

DEPARTMENTAL RECOMMENDATION:

Request your Board:

1. Approve the modified job description reflecting the removal of duties related to monitoring the sewage treatment lagoon, and adding some library duties; and,
2. Find that, consistent with the adopted Authorized Position Review Policy:
 - A. the availability of funding for the requested position exists, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
 - B. where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however, an external recruitment is more appropriate; and
 - C. approve the hiring of one Tecopa Operations Manager at Range 63 (\$3,716-\$4,522) dependent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Tecopa Operations Manager recently submitted notification of her pending retirement at the end of April 2016. This will result in a vacancy in a key position, serving the communities located in the southeast part of our county. This position has several key areas of responsibility, including providing coordination of senior services through the Health and Human Services' (HHS) ESAAA and I.C. GOLD programs, as well as providing information and assistance to area residents in accessing other HHS programs such as public assistance, social services, behavioral health services and prevention. In addition to service coordination, the position greets and provides general community information to visitors, supervises an HHS support staff person, and performs basic janitorial and general building maintenance and repair.

Historically, this position has also monitored the on-site sewage treatment lagoon and has required the person in the position to possess, at a minimum, a State Grade I Waste Water Treatment Plant Operations Certification. This requirement, and the related job duties, have been removed from the job description, as County Administration has reassigned these duties. County Administration has added some additional library duties to augment services. The attached modified job description also includes minor language changes, including the removal of references to IMAAA and, instead, more accurately reflects the job duties related to the Eastern Sierra Area Agency on Aging (ESAAA).

As your Board is aware, the southeastern area of our County is isolated from the county services located in the more populated areas of the County. While staff from the Bishop area conduct routine visits to the area and respond to issues on an as needed or urgent basis, having staff available in the area helps to ensure the needs of residents in the

respectfully requesting your Board's permission to fill the upcoming vacancy.

ALTERNATIVES:

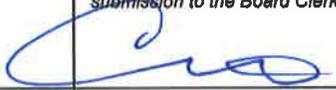
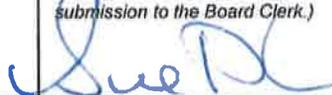
Denying this request would mean we would need to either return to the prior staffing structure with off-site supervision and reduction in available office hours.

OTHER AGENCY INVOLVEMENT:

Law enforcement, probation, mental health, Social Services, IMACA, Wild Iris, Inyo County Library, Southeast Fire District.

FINANCING:

Federal, State, Realignment and County General Funds. This position is budgeted 5% in CBCAP (642515), 23% in ICGOLD (056100), 60% in Social Services (055800) and 12% in ESAAA (683000) in the Salaries and Benefits object codes.

<u>APPROVALS</u>	
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>yes</u> Date: <u>3/8/2016</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>3/7/16</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 3-9-16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

32

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

FROM: HEALTH & HUMAN SERVICES – Public Health

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Request to hire a Public Health Nurse or Registered Nurse in the HHS Public Health and Prevention division.

DEPARTMENTAL RECOMMENDATION:

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

- A. the availability of funding for the requested positions exists in the Health budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
- B. where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and
- C. approve the hiring of one Public Health Nurse (Range 80, \$5,559 - \$6,761), or one Registered Nurse (Range 78, \$5,303 - \$6,445), depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Health and Human Services Public Health and Prevention division recently received a resignation from a Registered Nurse, who is moving out of the area. This nurse position is responsible for providing health care in the juvenile center and jail, coordinating health care for foster children, facilitating eligibility determinations for the California Children's Services (CCS) program, and coordinating care under CCS and the Medical Therapy Program. The nurse also will be cross trained to provide assistance as needed for other Public Health nursing functions, such as seeing patients during public health clinic hours; ordering and maintaining immunization stock; providing up-to-date public health information to local health care providers and residents; improving maternal, child, and adolescent health (MCAH); and ensuring timely reporting and investigation of communicable diseases and other reportable illnesses.

HHS is respectfully requesting permission to fill the vacancy in order to continue the provision of these important Public Health functions. Due to State program requirements under the Children's Medical Services program and MCAH, the department will attempt to recruit at the Public Health Nurse level.

ALTERNATIVES:

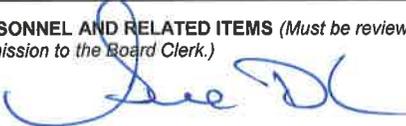
Denying this request would result in the remaining Public Health Nurse and part-time Registered Nurse in the Public Health division absorbing additional duties, and may mean that the department would not be able to satisfy the requirements of various funding streams.

OTHER AGENCY INVOLVEMENT:

Local hospitals and health care providers, Social Services, Probation, Sheriff (ICJ), Team Inyo for Healthy Kids, Behavioral Health.

FINANCING:

State and Federal funding and Health Realignment pay for this position. The position is budgeted 25% in Health (045100), 15% in CCS Treatment (045500), 35% in CCS Admin (045501), and 25% in CHDP (045102), in the salaries and benefits object codes. No County General Funds.

<u>APPROVALS</u>	
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: <u>yes</u> Date: <u>3/15/2016</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>J 3/16/16</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 3-16-16



AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN OPEN RECRUITMENT FOR:

REGISTERED NURSE OR PUBLIC HEALTH NURSE

Application Deadline:

DEPARTMENT: Health and Human Services, Health Division
LOCATIONS: Countywide
SALARY: R.N.: Range 78 ** (5303 - 6445)
P.H.N.: Range 80 ** (5559 - 6761)

** (The above monthly salary will be paid over 26 pay periods annually.)

BENEFITS: CalPERS Retirement System – New members will be required to pay at least 50% of normal cost. Medical Plan – Inyo County pays a portion of monthly premium for employee and dependent on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: A Registered Nurse/Public Health Nurse is responsible for providing health care services to individuals within the community setting, including: public health nursing, family planning clinics, jail and juvenile facility nursing, general clinics, immunizations, communicable disease follow-up, and home visits to high risk families. Functions under established nursing policies, procedures, and protocols.

ESSENTIAL JOB DUTIES: Provides nursing services, including case management and referrals, for individuals in the community; participates in epidemiological investigations in the home, school, or community; participates in the operation of public health clinics by interviewing and counseling patients, performing diagnostic tests, giving prescribed treatment, recording data, and making necessary referrals; utilizes teaching and communication skills to provide accurate and current information to family planning clients; provides medical and psycho-social care to inmates; utilizes medical interviewing techniques to obtain information needed for thorough assessment; administers immunizations; performs assessments on high-risk family referrals and provides health education and counseling as needed. May participate in an on-call rotation. Performs related duties as required.

OTHER EXAMPLES OF DUTIES:

Family Planning: Knowledgeable of the psycho-social and medical aspects of sexuality, pregnancy, parenthood, infertility, fertility, pregnancy alternatives, contraception, and sexually transmitted diagnoses; utilizes teaching and communication skills to provide accurate and current information to the family planning client.

Jail/Juvenile Facility Nursing: Provides and coordinates medical and psycho-social care to inmates, under the direct supervision of the facility physician; utilizes medical interviewing techniques to obtain information needed for thorough inmate assessment; awareness of jail/juvenile facility security issues and problems,

preservation of evidence, and usual jail routine; availability for routine on-call status to include physical assessments.

Child and Family Services Nurse: Performs assessments in all high-risk family referrals to include bio-physical aspects, parent-child relationship, general child care, nutritional intake, and growth and development; provides pre-pregnancy preparation classes for women seeking pregnancy and parenting classes for families; participates in Multi-Disciplinary Team case reviews; participates in related community service activities as needed.

General Clinics: Assists with obtaining accurate medical history; provides care and follow-up as indicated.

Immunizations: Knowledgeable of childhood and foreign travel immunizations to include: schedule, possible reactions and appropriate response. Administers immunizations appropriately and is alerted to possible anaphylactic reaction and treatment.

Communicable Disease Control: Understands communicable disease process to include: infectious agent, reservoir, model of transmission, incubation period, and period of communicability; assists with identification and treatment of disease (if indicated), and epidemic follow-up.

EMPLOYMENT STANDARDS

Training and Experience:

Registered Nurse: Must possess a current California Registered Nurse license.

Public Health Nurse: Must possess a current California Registered Nurses license; Public Health Nurse certificate with a B.S.N. degree.

Knowledge of: Standards of medical practice; general community nursing procedures and pharmacology; documentation procedures; sterile and aseptic techniques; pertinent local, state and federal rules, regulations and laws; standard and accepted office procedures, methods, and computer equipment; cultural, religious, economic and social groups and their relationships to the delivery and acceptance of health and human services.

Ability to: Work independently and within the Scope of Work for a Registered Nurse; assess and evaluate patients and create appropriate treatment plans; learn community resources and support; interpret and apply pertinent Countywide or Departmental policies and procedures; understand and follow oral and written instructions; keep accurate records; function effectively as part of a team; feel comfortable providing outreach and education to persons with diverse backgrounds and health problems. Must have ability to produce written documentation by hand or computer, and sit, stand, walk, twist, and lift and carry up to 30 pounds, climb and descend stairs. Consistent attendance is an essential function of the position.

Special requirements: Must show proof of Rubella, Measles, and Hepatitis B immunizations; Incumbents must possess and maintain a valid California Registered Nurse License (with Public Health Nurse qualifications, if applicable) during the term of employment and *must provide proof of licensure at the time of application*. Must have physical ability to produce written documentation by hand or computer; sit, stand, walk, twist, and lift and carry up to 30 pounds; climb and descend stairs. Must possess a valid CPR certification and maintain during term of employment, and possess a valid California driver's license. Must successfully complete a pre-employment background check and physical examination, including drug screen.

NEPOTISM POLICY: A copy of Inyo County Personnel Rules and Regulations, Section 107, is available upon request.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and will include a qualification screening and oral interview.

APPLICATION: Applications **must be received** in the Personnel Office, P.O. Box 249, Independence, CA 93526, no later than 5:00 p.m. on _____ (postmarks not accepted). Must apply on Inyo County application form and include proof of valid California Registered Nurse License. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like “See/Refer to Resume” or “See Attached”.** Incomplete applications will not be processed. Applications may be faxed to meet the deadline—original application with original signature must be mailed.

THIS RECRUITMENT WILL ESTABLISH AN ELIGIBILITY LIST THAT WILL BE USED FOR ONE YEAR IN FILLING COUNTYWIDE VACANCIES THAT MAY OCCUR IN THIS JOB CLASSIFICATION AND SALARY RANGE.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0377 prior to the examination process.



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

33

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Authorize Filling of Vacant Senior Engineer Position at Step E.

DEPARTMENTAL RECOMMENDATIONS:

Request the Board authorize the filling of the the vacant Senior Engineer Position at Step E.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On February 9, 2016, the Board authorized the recruitment of a Senior Engineer/Associate Civil Engineer depending on qualifications. Public Works has identified a candidate at the Senior Engineer level that has extensive knowledge and experience. The candidate is a Professional Engineer in the State of California with 29 years experience, including 9 years with the City of Palm Desert as Engineering Manager for Capital Improvements and Public Works Director. This expertise and experience, combined with a strong desire to reside and work in the Owens Valley make this an exceptional candidate.

Staff is requesting that pursuant to Section 5.5 of the Personnel Rules and Regulations of Inyo County, due to the exceptional qualifications of the candidate and the difficulty in finding qualified technical/professional staff, the Board authorize filling the vacant Senior Engineer Position at Step E.

ALTERNATIVES:

The Board could decide not to approve filling the position at Step E. This is not recommended because it is difficult to find qualified applicants for professional positions.

OTHER AGENCY INVOLVEMENT:

CAO
Personnel Department for recruitment
Auditor.

FINANCING:

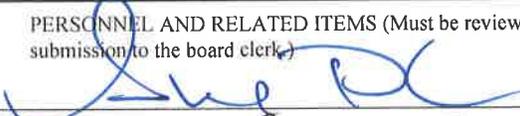
The funding for this position will be 100% Public Works (150100). The incumbent that retired and left the position vacant was at Step E. Consequently, the position is currently funded in the Public Works Budget at a Step E.

Agenda Request Form
Board meeting of
Subject:

APPROVALS

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

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
Approved: _____ Date _____

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
Approved:  _____ Date 3/28/16

DEPARTMENT HEAD SIGNATURE:  _____ Date: 3/24/16
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:
AGENDA NUMBER
34

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Filling Vacant Engineering Assistant I or II and Vacant Assistant Civil Engineer I or II Position

DEPARTMENTAL RECOMMENDATIONS:

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

- A) The availability of funding for the requested positions comes from the Public Works Budget, as certified by the Public Works Director, and concurred with by the County Administrator and the Auditor-Controller, B) Where internal candidates meet the qualifications for the position, the vacancies could be filled through an internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) Approve the hiring of one Engineering Assistant I, Range 71 (\$4,493 - \$5,462) or II, Range 75 (\$4,941-\$6,005) depending on experience; and D) Approve the hiring of one Assistant Civil Engineer I, Range 73 (\$4,709-\$5,728).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

These vacancies have been created by the termination of one Assistant Civil Engineer and one Engineering Assistant II. We are requesting that this position be filled from an open requirement. It is important to fill these positions to maintain the current workload of the department.

ALTERNATIVES:

The Board could decide not to approve filling the position. This is not recommended, as the position is allocated and there is a demand for the services.

OTHER AGENCY INVOLVEMENT:

CAO
Personnel Department for recruitment
Auditor.

FINANCING:

These positions are budgeted in Public Works Budget (011500)

Agenda Request Form
Board meeting of
Subject:

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>3/8/16</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>3/8/16</u>

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 3/8/16
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

35

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Distribution of C.O.P.S. (AB 3229) funding, and amend the FY 2015-2016 Board approved budget

DEPARTMENTAL RECOMMENDATION:

Request Board:

(A) Declare Digital Ally as a sole source and authorize the purchase of 7 DVM -800, in-car digital video system (car cameras) in the amount of \$26,442.20(includes tax of \$1,957.20 to be paid direct to the State); and

(B) Authorize reimbursement of 2 car cameras purchased by Motor Pool in the amount of \$8,119.20(includes tax of \$599.50); and

(C) Amend the FY 2015-2016 Sheriff's General Budget Unit #022700 by increasing estimated revenue in Citizens Options Public Safety Revenue (Revenue code #4488) by \$34,562 and increasing appropriations in Office & Other Equipment (object code #5232) by \$34,562. (4/5's vote required).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Sheriff's department will be receiving new vehicles for their fleet through Motor Pool. These new vehicles will need to be outfitted with car cameras. We are requesting the use of C.O.P.S. funding to purchase those car cameras. The Sheriff's department receives AB3229 money, C.O.P.S. (Citizens Option for Public Safety), funding from the state, and we have 2 years to spend the funds.

The Sheriff's department would like to purchase the following:

- (A) 7 new car cameras and reimburse Motor pool the cost for 2 cameras that they purchased and had installed in 2 new vehicles for patrol vehicles, for a total of 9 cameras. These car cameras are next generation cameras to continue the replacement program of our current cameras.

We will adhere with the County purchasing policy as required. Sole source justification form is attached. After the previous board approved budgeted items are expended, this request of \$34,561.40 will go towards the remaining 2014-2015 allocation of \$105,289.88, bringing that balance down to \$69,728.48 that will need to be spent by June 30, 2017. We will be coming before the Board again at a later date to request expending the remainder of the 2014-2015 C.O.P.S. funding.

ALTERNATIVES:

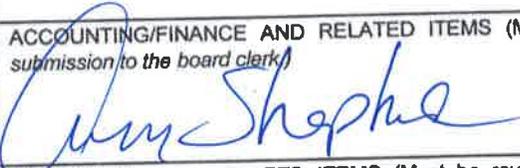
Not approve the purchases and find a different use for the funds under the guideline of AB3229. This is not recommended, as we have a need for the items requested.

OTHER AGENCY INVOLVEMENT:

Auditor's office, issuance of Purchase Order
Motor Pool, getting reimbursed

FINANCING:

Funds are available in the C.O.P.S. Trust #500103 and appropriations will be available with approval of the budget amendments in this agenda request. The Auditor's office will make the revenue transfer as expenses occur. We will pay directly for 7 cameras, and we will reimburse the Motor Pool budget 200100, Object Code 5232, Office & Other Equipment in the amount of \$8,119.20 for their purchase of car cameras for Sheriff Department Vehicles.

<u>APPROVALS</u>	
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>yes</u> Date <u>3/23/16</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 3-24-16

CAO/Budget Officer BUDGET RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk)
 03-26-16

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)

<p>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. This quote is for DVM 800 rear view mirror car cameras for new vehicles that are either being ordered, or have been ordered. Digital Ally is a sole source provider as it is their equipment that works with the VuVault system. The total cost is \$26,422.20 (\$1,957.20 of that is tax to be paid direct to the state.</p>	
<p>DEPARTMENT CONTACT PERSON & TITLE Lt. Marsh/Janis L. Odum, Administrative Assistant</p>	
<p>DEPARTMENT NAME Sheriff</p>	<p>PHONE Ext. 0326</p>
<p>REQUESTED SUPPLIER/CONSULTANT NAME Digital Ally</p>	<p>SUPPLIER CONTACT PERSON Shawna Smith</p>
<p>SUPPLIER ADDRESS 9705 Loiret Blvd. Lenexa, KS 66219</p>	<p>SUPPLIER CONTACT'S PHONE NUMBER 800.440.4947</p>

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

4/5/16

Date

President/CEO Approval

Date



Quote	QUO-15150-T0X8Q4
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9705 Loiret Blvd.
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Customer:

Inyo County Sheriff's Department Andrew Marsh 550 South Clay Street Independence, CA 93545

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
INYCA0	JM2	FEDERAL EXPRESS	Net 30	Shawna Smith	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
7	001-00038-20	DVM-800 Complete Kit, V2	\$3995.00	\$500.00	\$3,500.00	\$24,465.00

Notes:

(7) DVM-800 COMPLETE KTIS
 5 YEAR WARRANTY INCLUDED
 **TRADE-IN CREDIT WILL NOT BE APPLIED UNTIL UNITS
 HAVE BEEN RETURNED***

Total Discount	\$3,500.00
Subtotal	\$24,465.00
Misc	
Tax	\$0.00
Freight	\$210.00
Total	\$24,675.00

19578⁰
 \$26,442.20

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("**Digital Ally**") will be governed by the following terms of sale ("**Terms**"). You will be referred to throughout these Terms as "**you**".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, these Terms, the warranty and any special conditions executed by you and Digital Ally (collectively, the "**Order**") supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of your past due invoices.



Quote	QUO-15150-T0X8Q4
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3. Security Interest. Digital Ally retains a security interest in all goods delivered to you and all proceeds until paid in full. You agree, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as Digital Ally may reasonably request in order to protect Digital Ally's security interest in the goods, including the filing of financing statements that Digital Ally may deem necessary to perfect its security interest.

4. Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

5. Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's manufacturing facility in Lenexa, KS.

6. Force Majeure. Digital Ally will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally's reasonable control. DIGITAL ALLY WILL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES FROM ANY DELAY WHATSOEVER.

7. Limitation of Liability. You assume all risk from your purchase and use of the goods. Neither you nor Digital Ally will be liable to the other for any consequential damages, punitive damages, special, incidental or exemplary damages suffered by the other in connection with its performance of its obligations under this Order. DIGITAL ALLY'S AGGREGATE LIABILITY UNDER THIS ORDER WILL NOT EXCEED AMOUNTS PAID BY YOU TO DIGITAL ALLY UNDER THIS ORDER.

8. Warranty; Limitations on Remedies. Digital Ally's warranty on the goods provided under the Order is set out in a separate statement, which sets forth the only warranty applicable to the goods sold under this Order. THAT WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND DIGITAL ALLY'S WARRANTY STATEMENT. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS.

9. Indemnity. You will defend Digital Ally, its managers, agents, employees, successors and assigns, (collectively, the "Indemnified Parties"), and will pay all damages, losses, costs and expenses, including reasonable attorney's fees, incurred by the indemnified party arising out of, or incidental to, your selection, purchase and use of the goods under this Order. This indemnification will survive the expiration or termination of this Order.

10. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

11. Acceptance; Claims for Shortage or Error. Delivered goods will be deemed accepted upon the earlier of your formal acceptance of the goods or the expiration of 30 days from receipt. If you discover upon initial inspection that (a) some or all of the goods are defective or (b) do not conform to Digital Ally's warranty, they may be returned to Digital Ally for replacement or a refund of the purchase price. Digital Ally is not responsible for goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for delivery damage. Claims for shortages in shipment not chargeable against the carrier will not be considered



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unless notice is given within 10 days from date of receipt of goods.

12. Compliance with Laws. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the purchase and distribution of the products purchased under these Terms ("Products"). You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Products within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event, which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

13. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order are exclusively subject to, governed by, and construed in accordance with the law of the State of Kansas, without regard to rules of conflicts of law. Any action relating to this Order must be brought in state or federal courts located in Johnson County, Kansas, and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in such courts.

14. Prevailing Party's Attorneys' Fees. In the event of any litigation or arbitration related to this Order, the prevailing party will be entitled to recover from the non-prevailing party, the costs and expenses (including attorneys' fees) reasonably incurred by the prevailing party in connection therewith.

15. Cancelled Orders and/or Returns. All cancelled orders and/or product returns may be subject to a 20% restocking fee.

VuVault System Requirements

This is a quick reference guide to qualify on site machines for VuVault compatibility. These include specifications for minimum requirements and recommended machines. Our minimum requirements are higher on VuVault versus VideoManager to avoid issues for now and future released features to the program. **Computers that do not meet these requirements in many cases will work however we cannot guarantee stability or performance and will not support related issues.**

Standalone Software (with or without wireless software)

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify customer)
- DVD+/- RW Drive
- Intel® HD4000 chipset or comparable video card
- 100Mb Network Connection



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- USB 2.0 CF/SD Card Reader

Recommended Specifications

- Intel® i-Series Quad Core Processor (2.0Ghz or higher)
- 8GB RAM
- Windows 7 Professional Operating System (64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer)
- DVD +/- RW Drive
- Nvidia® GeForce 8800GS or comparable video card
- Gigabit Network Connection
- SanDisk USB 2.0 CF/SD Card Reader

Server Software (with or without wireless software)

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.4Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit) or Windows Server 2008
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- 100Mb Network Connection

Recommended Specifications

- Intel® i-Series Quad Core Processor (3.00Ghz or higher)
- 8GB RAM
- Windows Server 2008 R2
- 250GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- Gigabit Network Connection

Client/Viewer Software

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 2GB RAM
- Windows XP Service Pack 3 or Windows 7 Pro (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- DVD +/- RW
- Intel® HD4000 chipset or comparable video card
- USB 2.0 CF/SD Card Reader
- 100Mb Network Connection

Recommended Specifications

- Intel® i-Series Dual Core Processor (3.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional (64-bit)
- 40GB Free Space (Boot Drive)
- DVD +/- RW
- Nvidia® GeForce 8800GS or comparable video card
- SanDisk USB 2.0 CF/SD Card Reader
- Gigabit Network Connection

Wireless Requirements and Recommendations

Minimum Requirements

- Dedicated Outdoor Business Class Wireless Access Point (802.11n & 2.4Ghz)



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- 5 cars transferring simultaneously per Access Point
- WPA-PSK w/TKIP Encryption (WPA2-PSK w/AES preferred)
- DHCP Component (Can be integrated to AP or external)

Recommended Model Access Points

- DLINK DAP-3520
- Ubiquiti UniFi Outdoor
- Cisco Aironet 1300 Outdoor



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

36

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

FROM: Sheriff's Bill Lutze

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Request to fill vacant Office Technician I / II position

DEPARTMENTAL RECOMMENDATION:

- 1) Request Board, effective May 1, 2016 increase the authorize strength with in the Sheriff Department by one Office Technician I/II to allow for overlap, effective June 1, 2016 decrease the authorize strength by one Office Technician I/II
- 2) Request the Board find that consistent with the adopted Authorized Review Policy;
 - A) The availability of funding for the requested position of Office Technician exists in the Sheriffs general budget, as certified by the Sheriff, and concurred with by the County Administrator, and the Auditor Controller, and
 - B) Where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the position is filled with the most qualified applicants; and
 - C) Approve the hiring of one Office Technician I at Range 55 (\$3,088 - \$3,754) or Office Technician II at Range 59 (\$3,389-\$4,118).

CAO RECOMMENDATION:

The longstanding policy of the Board of Supervisors and this Office, when a vacancy in an authorized position is anticipated, to not allow a department to fill the authorized position vacancy until the position is vacated. While overlapping or job shadowing can sometimes be warranted and desirable, it is not a practice – particularly for long periods of time – the County can routinely afford.

Furthermore, allowing such overlap in positions creates a situation where the authorized strength must be temporarily changed to accommodate two persons filling one positions; essentially two positions for need to be created for the position in which the job shadowing is requested. 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.

In this instance, consistent with County Code, I am willing to support the department's to fill the position sooner than later, acknowledging that it will create a temporary increase in the department's Authorized Staffing by adding an additional Office Technician I until the current incumbent retires on May 31, 2016. The duration of an overlap in the duplicate positions will be of limited duration (presuming a candidate can be identified and can start work before May 31, 2016, and the department budget has sufficient funds. Furthermore, the retiring incumbent possesses institutional knowledge critical to department operations. This experience and knowledge was vested in two department employees, however, the second staff member who was also a repository for this operation know-how left employment and the job duties have not been backfilled. So, for continuity of operations and in light of the short duration of the request (likely less than 30-days) I support the department's request.

SUMMARY DISCUSSION:

Our current Office Technician II that works out of the Bishop Substation has turned in her notice of retirement

effective May 31st, 2016. This position is invaluable in that serves as the front line support for the Substations and support for the Administrative office. We need to get this position filled as soon as possible, as it provides a much needed service to the department.

ALTERNATIVES:

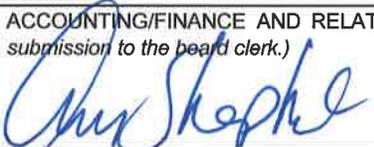
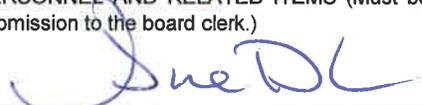
Deny filling the Office Technician position.

OTHER AGENCY INVOLVEMENT:

Auditor
Personnel

FINANCING:

This Office Technician position is in the board approved 2015-2016 Sheriff's General budget 022700.

<u>APPROVALS</u>	
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>yes</u> Date <u>3/30/16</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>3/30/16</u>

DEPARTMENT HEAD SIGNATURE:  (Not to be signed until all approvals are received) Date: 3-30-16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

37

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

FROM: Recycling & Waste Management

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Approval of Contract with the Mattress Recycling Council

DEPARTMENTAL RECOMMENDATION:

Request that your Board: 1) Approve the contract between the Mattress Recycling Council (MRC) and the County of Inyo for the handling and temporary storage of used mattresses to be recycled; and, 2) Authorize the Chairperson to sign the contract upon obtaining all appropriate signatures.

SUMMARY DISCUSSION:

On January 1, 2016 the State of California implemented the California Used Mattress Recovery and Recycling Act, SB 254, which requires that the sale of mattresses in California include an \$11 recycling fee on each mattress or box spring sold. This recycling fee is used to pay for the costs associated with recycling mattresses, these costs include: transportation, collection, handling and storage of mattresses. By approving the MRC contract Inyo County will be a collection point for mattress recycling; this will allow Inyo County to provide free mattress recycling to residents and businesses. Inyo County will be reimbursed \$2.62 per mattress collected for recycling, and \$2.64 per mattress that are deemed to be too damaged to recycle and need to be disposed of in the landfill.

The contract between MRC and Inyo County requires that Inyo County accept mattresses for free, including those mattresses deemed unsuitable for recycling. Currently Inyo County charges a gate fee of \$5 and an additional \$4 for each mattress and/or box spring brought to the landfill. The resulting loss of revenues due to this contract will be slightly offset by the handling reimbursement.

Mattresses, especially in large quantities, are a nuisance and they cause difficulties in trash compaction. Due to the large amount of hotels and motels in the Bishop Area it is common for dozens of mattresses to be brought to the landfill at a single time. Mattress recycling will help Inyo County meet recycling goals that assist in meeting CalRecycle's mandate that Inyo County divert at least 29% of the waste in our Jurisdiction away from the landfills.

By offering free recycling of mattresses, along with an advertising campaign, it is expected to reduce the illegal dumping of mattresses, especially within the Bishop area, which is the purpose behind the \$2.64 reimbursement of soiled and damaged mattresses.

ALTERNATIVES:

Your Board could choose not to approve the MRC contract; however, the recycling of mattresses will help Inyo County achieve higher diversion.

OTHER AGENCY INVOLVEMENT:

Auditor, County Counsel

FINANCING:

Inyo County may see a small decrease in disposal fees, this is to be expected with most recycling activities, although this contract does provide a handling and storage fee of \$2.62 per mattress recycled and \$2.64 for each mattress that needs to be landfilled. The loss of solid waste fees due to recycling is an issue in every jurisdiction within California

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/15/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/17/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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



Date: 3/28/16

California Used Mattress Recycling Program

Used Mattress Collection Services Agreement

Between

Mattress Recycling Council, Inc.

and

Inyo County

**California Used Mattress Recycling Program
Collection Facility and Used Mattress Management Services Agreement**

This Agreement is made on this ____ day of _____, 2016 ("Agreement") by and between Inyo County located at 163 May Street, Bishop, CA 93514 (the "Service Provider") and Mattress Recycling Council, a Delaware corporation having its offices at 501 Wythe Street, Alexandria, VA 22182 ("MRC").

RECITALS

Whereas, MRC is the "mattress recycling organization" certified by the State of California to plan and implement a mattress recycling program in California (the "Program"), as set forth in California Public Resources Code §§ 42985 – 42994 (2014) (the "Act"), and is organized (among other things) to negotiate and execute agreements to collect and transport used mattresses for recycling;

Whereas, California Public Resources Code § 42987.1(o) requires that MRC develop and submit to the state of California a recycling plan that (among other things) provides for MRC to pay an amount to a municipal or solid waste facility or operation that accepts used mattresses dropped off by California residents at no charge (a facility) that both MRC and the facility determine is reasonable for the facility to accept, store, and handle such mattresses;

Whereas, the Service Provider operates one or more such facility(ies) in California;

Whereas, MRC and the Service Provider, pursuant to § 42987.1(o), wish to enter into this Agreement, which describes the terms and conditions under which the Service Provider will provide the Services described herein to MRC;

Now, therefore, for and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE 1 – DEFINITIONS

- 1.1 "Consolidate" means (as applicable) accepting, handling, storing, and packing only acceptable Program Products into Collection Containers provided by, or approved for use by, MRC or its subcontractors in a manner that is efficient, complies with the requirements of MRC or its subcontractors, and is conducive to safe and efficient transport.
- 1.2 "Collection Containers" are containers provided by, or approved for use by, MRC or its contractors to hold and transport Program Products.
- 1.3 "Collection Facility(ies)" means all permanent or temporary collection facilities that are owned, leased, subleased, or otherwise controlled by the Service Provider and designated by the Program to collect Program Products, and as specifically identified in Attachment E ("Collection Facility Information").

- 1.4 "Effective Date" means the date that the parties' obligations begin under this Agreement. The Effective Date is the first date shown above.
- 1.5 "Force Majeure" is defined in 14.2.
- 1.6 "Guidelines" are listed in Attachment D, and give a more specific overview of how the Program is to be implemented. MRC reserves the right to update, change, modify, amend, add or remove terms, or otherwise alter these Guidelines at any time with or without prior notice.
- 1.7 "Including" (whether or not capitalized) means "including but not limited to."
- 1.8 "Initial Term" is defined in Article 2.1.
- 1.9 "Law" means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including those relating to unemployment compensation, worker's compensation, disability, taxes, worker and public health and safety, the environment, and the Program.
- 1.10 "Materials and Activities" mean materials, supplies, tools, vehicles, equipment, labor, water, light, power, facilities, construction of any nature, supervision, and all other services, acts, activities, resources, and goods, but not Collection Containers, necessary for or otherwise used by the Service Provider to Collect, Pack, and otherwise comply with and fully perform its obligations under the Agreement.
- 1.11 "Non-Conforming Units" are Program Products that individual residents drop off at no-cost for recycling that are later determined to be contaminated or too damaged to recycle, and they must be disposed of as solid waste. Non-Conforming Units do not include any Units delivered by any entity other than an individual resident (i.e., a business or other entity).
- 1.12 "Non-Program Products" mean products not covered by the Program that are collected and/or managed by the Service Provider. Non-Program Products include: sleeping bags, pillows, an unattached mattress pad or mattress topper (even items with resilient filling intended to be used with or on top of a mattress), a car bed, crib or bassinet mattress, juvenile products or the pads used for such juvenile products, waterbeds, air mattresses that contain no upholstery material (such as a camping mattress), sofa beds and futons.
- 1.13 "Program Products" include "mattresses" (which are defined as a resilient material or combination of materials that is enclosed by a ticking [the outermost layer of fabric or related material of a mattress] and is intended or promoted for sleeping upon), "foundations" (for example, a box spring, which is used to support a mattress and may include constructed wood or other frames, steel springs, or other materials used alone or in combination), and a renovated mattress or renovated foundation.
- 1.14 "Program" means the California Used Mattress Recycling Program created by MRC.

- 1.15 "Services" means all services for which Service Provider is responsible, as described in this Agreement and in the Attachments hereto, including any and all Materials and Activities.
- 1.16 "State" means the State of California.
- 1.17 "Storage and Transportation Services Option" means the Service Provider's option to provide its own storage and transportation of Program Products from their collection location to an MRC-contracted recycler. If this option is selected on Attachment A, Service Provider will be bound to the terms in Attachment F "Storage and Transportation Services" for such Services.
- 1.18 "Temporary Collection Events" mean an event hosted by the Service Provider to Consolidate Program Products at locations within the State that are short in duration and not at permanent collection facilities.
- 1.19 "Transportation Providers" or "Transporter" means a contractor hired by MRC or Service Provider to transport Program Products from the Collection Facilities or Temporary Collection Events. This term will apply to the Service Provider if Service Provider selects the Storage and Transportation Option listed on Attachment A.
- 1.20 "Unit" means a single Program Product dropped off at a facility by a California resident at no charge. For example, an individual mattress and an individual box spring would each be a single Unit.

ARTICLE 2 – TERM OF AGREEMENT

- 2.1 This Agreement will commence upon the Effective Date and will remain in full force and effect for a period of two (2) years (the "Initial Term").
- 2.2 Immediately after expiration of the Initial Term, this Agreement will automatically renew for additional successive one (1) year terms unless either party notifies the other in writing at least sixty (60) days in advance of the renewal term commencement date that the Agreement will not be renewed. The consideration of each option year will be the same as the consideration during the previous contract period, unless otherwise agreed to in writing by MRC.
- 2.3 If either party provides notice that the Agreement will not be renewed, the Service Provider, before the end of the term of the Agreement or at another time agreed to in writing by the parties, will, at no additional cost to MRC (a) make all Collection Containers supplied by MRC or a subcontractor available for pick up by a Transportation Provider, (b) undertake the orderly cessation of the Services, and (c) cooperate fully at the direction of MRC in the orderly transition of the Services to its successor, if any.

ARTICLE 3 – GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 3.1 In consideration of MRC's payments, if any, to the Service Provider for Services, and for activities undertaken at MRC's expense, the Service Provider will perform

- the Services provided for in Attachment A ("Scope of Work") in conformity with the Program and Guidelines, except to the extent the Program and/or Guidelines conflict with the terms of this Agreement or any applicable Law.
- 3.2 The Service Provider will manage all Program Products Collected at the Collection Facilities only in accordance with Attachment A ("Scope of Work"), and will not dispose of Program Products in any other method without the prior written approval of MRC.
 - 3.3 The Service Provider will be responsible for:
 - a. making day-to-day and critical decisions regarding the Services, including the management and supervision of all activities comprising the Services;
 - b. complying with all applicable Law; and
 - c. securing and locking the Collection Facilities at all times when the facilities are closed or not attended.
 - 3.4 The Service Provider may amend Attachment E ("Collection Facility Information") to add or delete sites, subject to MRC's prior written approval for each such addition/deletion.
 - 3.5 The Service Provider is responsible for and will manage, at its sole expense, any and all Non-Program Products it collects at the Collection Facilities or places in Collection Containers. MRC accepts no responsibility for such Non-Program Products, and will not pay Service Provider any consideration in connection with such Non-Program Products.
 - 3.6 The Service Provider will not charge a per-unit fee to California residents that drop off Program Products with the Service Provider. This section does not preclude the Service Provider from charging fees for curbside collection or services other than Program Product drop off. Nothing in this Agreement prohibits the Service Provider from charging fees to California residents, businesses, or other entities for dropping off Non-Program Products.
 - 3.7 The Service Provider will inspect each Unit before placing it in a Collection Container to confirm whether it is a Program Product. Service Provider will separate and document Non-Conforming Units dropped off by individual residents, will dispose of such Units as solid waste, and then will invoice MRC for such Units at rates listed in Attachment B. Non-Conforming Units obtained from businesses or other entities receive no compensation from MRC.
 - 3.8 The Service Provider will provide the Services at its own risk and take every precaution to protect all public and private property during the performance of the Services. If the Service Provider's personnel or equipment cause any damage to the property of MRC or its contractors, the Service Provider, at its sole expense, will promptly replace the damaged property or repair it to the condition existing before the damage.
 - 3.9 The Service Provider will thoroughly familiarize itself with the nature and scope of the Services under this Agreement and with matters that may affect the Services, including the Law governing the Services, Guidelines, and this Agreement. Any

failure by the Service Provider to thoroughly familiarize itself with such matters does not relieve the Service Provider of its obligations under this Agreement.

- 3.10 Work under this Agreement will be performed only by competent personnel under the indirect or direct management or supervision of the Service Provider.
- 3.11 The Service Provider will commit adequate resources to participate in the Program and meet its obligations under this Agreement, including providing, at its sole expense, any and all Materials and Activities.
- 3.12 The reporting and notification requirements identified in Attachment A ("Scope of Work") and elsewhere in this Agreement are an integral part of the Services. The Service Provider will comply with all reasonable requests from MRC for preparation, access, review, and/or adjustment of these deliverables throughout the term of this Agreement.
- 3.13 The Service Provider will inspect the Collection Containers upon arrival and determine whether they are in proper condition for use. MRC or its contractor is responsible for replacing any defective Collection Containers and repairing normal wear-and-tear to the Collection Containers. The Service Provider will immediately notify MRC if at any point during the term of the Agreement a Collection Container(s) is not in proper condition for use and will not use any such defective Collection Containers until they are repaired or replaced by MRC or its contractor. If a Collection Container is functional, but is delivered in a damaged condition, the Service Provider will notify MRC or its contractor in writing of the nature and location of such damage upon the arrival of the Collection Container.

ARTICLE 4 – SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES

- 4.1 The Service Provider represents, covenants, and warrants that:
 - a. it is a municipality in good standing and qualified to carry on business in California, and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement;
 - b. this Agreement does not in any way conflict with any other agreements of the Service Provider;
 - c. it possesses the business, professional, and technical expertise, as well as training, Materials and Activities, facilities, and equipment necessary and required to perform the Services;
 - d. it will perform the Services in a diligent, safe, and workmanlike manner that conforms with generally accepted industry, professional, and best management practices, and with the care and skill ordinarily exercised, for such Services; and
 - e. it and/or its facilities, equipment, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all permits, licenses, certificates, or approvals required by

applicable statutes, ordinances, orders, rules, regulations, and regulatory or administrative bodies necessary to perform the Services.

ARTICLE 5 – MRC OBLIGATIONS

- 5.1 Upon receiving a request from the Service Provider, MRC will arrange for timely pick-up by a Transportation Provider of Program Products Consolidated by the Service Provider. MRC or an MRC contractor will, at its expense, arrange for the Transportation Provider to transport such Program Products after pick-up to intermediary locations, processors, or other final destinations that are part of the Program.
- 5.2 MRC will make available to the Service Provider consumer brochures and signage.
- 5.3 MRC's Transportation Provider will provide Collection Containers to the Service Provider, or approve use of the Service Provider's containers as Collection Containers, for each of the Collection Facilities. All Collection Containers supplied by MRC or a subcontractor will remain the property of the MRC or subcontractor (as applicable).
- 5.4 MRC has no authority to manage, direct, or supervise employees, representatives, or agents of the Service Provider, including how they perform the work and achieve compliance with applicable Law. MRC does not have responsibility for making day-to-day and critical decisions regarding the Services, including the management or supervision of any activities comprising the Services.
- 5.5 Nothing herein creates an exclusive arrangement between MRC and the Service Provider. The Service Provider may not restrict MRC from contracting with other entities under the Program.

ARTICLE 6 – COVENANTS OF MRC

- 6.1 MRC covenants, represents, and warrants that:
 - a. it is a non-profit corporation validly existing under the laws of Delaware;
 - b. it has the corporate power, capacity, and authority to enter into and complete this Agreement; and
 - c. the execution and delivery of this Agreement has been validly authorized by all necessary corporate actions by MRC.

ARTICLE 7 – AGREEMENT TERMINATION

- 7.1 The Service Provider acknowledges that, except for any payments for rendering Services as specifically provided for in Attachment A ("Scope of Work") of this Agreement at the Compensation Rates set in Attachment B, it will not receive any other monetary payments under this Agreement.

- 7.2 MRC or the Service Provider may terminate this Agreement at any time without cause upon sixty (60) days' written notice to the other party.
- 7.3 Either party may terminate this Agreement or any Services under this Agreement immediately, upon prior written notice if the other party:
- a) has breached any material provision of this Agreement, and has failed to cure such breach within thirty (30) days of receiving written notification of such breach; or
 - b) has violated applicable Law.
- 7.4 MRC may terminate this Agreement immediately:
- a) if Service Provider fails to maintain the insurance requirements described in this Agreement; or
 - b) upon a finding by MRC in its sole and reasonable opinion that Service Provider has acted fraudulently or dishonestly in providing Storage and Transportation Services (as applicable).
- 7.5 This Agreement is contingent upon MRC's ability to fund the Program through fees collected on Mattress sales in the State. MRC may terminate the Agreement upon thirty (30) days' written notice if such funding is reduced to such an extent that, in MRC's sole and reasonable opinion, it is unable to fulfill its duties under this Agreement.

ARTICLE 8 – TITLE AND RISK OF LOSS

- 8.1 The parties acknowledge that the Program Products are not household hazardous waste.
- 8.2 The Service Provider (and not MRC) has title to and risk of loss and liability for any and all Program Products, Non-Conforming Units and Non-Program Products that the Service Provider receives. Notwithstanding the foregoing, once a Transportation Provider accepts for transportation any Program Products Collected by the Service Provider under this Agreement and Consolidated on a Collection Container, title to and risk of loss as to those Program Products, will transfer to that Transportation Provider. MRC at no time takes title to or assumes liability for any Program Products, Non-Conforming Units or Non-Program Products. However, MRC will require in its contracts with its Transportation Providers that they accept title and risk of loss immediately upon accepting any Program Products for transportation from the Service Provider.
- 8.3 MRC is not responsible for any damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Service Provider, or by any of its employees or contractors, including the Collection Containers, even if such equipment is furnished, rented, or loaned to the Service Provider by MRC.

ARTICLE 9 – CONSIDERATION AND PAYMENT

- 9.1 As consideration under this Agreement, MRC or its contractors will (i) provide the Service Provider with Collection Containers, consumer brochures, and signage; (ii) facilitate the transportation of Program Products by Transportation Providers as set forth in this Agreement; (iii) pay the Service Provider for Services rendered as set forth in this Agreement; and (iv) perform other services incidental to the management of the Program.
- 9.2 MRC's payment to Service Provider for Services Rendered in the manner set forth in Attachment B ("Compensation Rates") will be made in U.S. currency. Other than such payments, MRC will not provide the Service Provider with any monetary compensation or reimbursement for the Service Provider's Collection of Program Products, furnishing of the Materials and Activities, or its performance of the Services.
- 9.3 The Service Provider will invoice MRC on a monthly basis, either by hardcopy or electronically, as determined by MRC. Invoices furnished by the Service Provider under this Agreement must include the information included in Attachment C ("Model Invoice") and must state:
- a. the unique, identifying invoice number;
 - b. the specific work categories of Services provided for under the Agreement;
 - c. the specific number of Units consolidated;
 - d. copies of each Transportation Bill of Lading or equivalent shipping documentation that includes the information included in Attachment D's "Model Bill of Lading" validating the number of units consolidated; and
 - e. any additional information as agreed to in writing by the parties that is relevant to the Services being performed by the Service Provider.
- 9.4 Each invoice must include the signature of the Service Provider employee responsible for submitting the invoice and a certification that the invoice accurately reflects the Services performed.
- 9.5 MRC reserves the right to refuse payment of any invoice or portion thereof that is not received in an acceptable form.
- 9.6 All amounts invoiced by the Service Provider to MRC, or paid by MRC to the Service Provider, are subject to audit by MRC, as described below in ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC.
- 9.7 The Service Provider will submit all invoices to MRC by the method directed by MRC and/or at the address specified below. MRC will send all payments due to the Service Provider to the address specified below.

To: Mattress Recycling Council Inc.
Attn: Accounts Payable
Fax: 703-683-4503

Phone: 1-855-229-1691
E-mail: clyons@sleepproducts.org
Address: 501 Wythe Street Alexandria, VA 22314

MRC will send all payments due to the Service Provider to the address specified below.

To: Inyo County
Attn: Scott Eagan
Fax: _____
Phone: (760) 873-5577
E-mail: seagan@inyocounty.us
Address: 163 May Street Bishop, CA 93514

- 9.8 Provided that the Service Provider has supplied the required information and otherwise performed its obligations under this Agreement, MRC will pay such invoice within forty-five (45) days of the date that MRC receives the invoice. In the event MRC has a good-faith objection to an invoice, MRC will pay the undisputed amount pursuant to the terms of this Agreement and notify in writing the Service Provider of said objections and describe in reasonable detail the basis for the objections. The Dispute Resolution provisions in ARTICLE 17 - DISPUTE RESOLUTION will be used to resolve such disputed portion of an invoice. During any such dispute, the Service Provider will continue with its responsibilities under this Agreement and will not stop providing the Services unless this Agreement is terminated pursuant to Article 7. MRC will make all payments due to the Service Provider over which there is no good-faith dispute.
- 9.9 MRC's payment of all or a part of an invoice neither relieves the Service Provider of any of its obligations under this Agreement nor constitutes a waiver of any claims by MRC.
- 9.10 The Service Provider warrants that, to the best of its knowledge, all documents, including invoices, billings, back-up information for invoices, and reports, submitted by the Service Provider to MRC to support amounts invoiced in connection with the Services truly reflect the facts about the activities and transactions to which they pertain. The Service Provider warrants that MRC, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Service Provider will promptly notify MRC upon discovery of any instances where the Service Provider becomes aware of any discrepancies in relation to documents under this Article.

ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC

- 10.1 MRC and its representatives may (a) monitor and verify that the Service Provider has complied with this Agreement, the applicable Law, and Guidelines; and (b) consult with the Service Provider about such compliance; provided, however, that MRC will not, and affirmatively disclaims any ability to, control, supervise or manage (1) the employees of the Service Provider; (2) the activities undertaken by the Service Provider in the performance of this Agreement; and (3) the means by which the Service Provider meets all requirements, including applicable Law.
- 10.2 MRC may audit and inspect, with full access, the Service Provider's Collection Facilities during the Collection Facilities' hours of operation, as well as any other site at which the Service Provider performs the Services. MRC will provide the Service Provider with at least twenty-four (24) hours' notice before any such audit or inspection.
- 10.3 The Service Provider will maintain and make available to MRC, during regular business hours, accurate books and accounting records relating to its Services under this Agreement. The Service Provider will permit MRC to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of any invoices, materials, records, and other data related to all other matters covered by this Agreement, unless such documents are confidential in accordance with the California Public Records Act (Govt. Code § 6250 – 6276.48). The Service Provider will maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date produced under this Agreement or until after final audit has been resolved, whichever is later. The Service Provider will include this requirement in any subcontract for the performance of any of the Services under this Agreement.
- 10.4 In addition to those reports detailed in Attachment A ("Scope of Work"), the Service Provider will maintain the following records:
- a. For each pick-up of Program Products by a Transportation Provider from a Collection Facility, a copy of the Bill of Lading or equivalent shipping documentation that includes the information included in Attachment D's "Model Bill of Lading", that will be provided by the Transporter;
 - b. Records confirming the number of Units the Service Provider received at each Collection Facility including:
 - i. The number transported to MRC-contracted recyclers,
 - ii. The number of Non-Conforming Units dropped off by individual residents that Service Provider disposes of as solid waste, and
 - iii. The number transported to other entities;
 - c. Records of any inspections required by Law; and
 - d. Records of compliance for any required state and local employee trainings.

ARTICLE 11 – INDEMNIFICATION

- 11.1 The Service Provider, and its successors and assigns (collectively, the “Indemnifying Party”), will, to the fullest extent allowed by law, indemnify, defend, and hold harmless MRC and its sole member (as identified under MRC’s Certificate of Incorporation), and their member companies, officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, the “Indemnified Parties”) from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively, “Claims”), including cost of defense, settlement, arbitration, and reasonable attorney’s fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Indemnifying Party, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Indemnifying Party, its officers, agents, employees, or contractors, or for which the Indemnifying Party is legally liable under law regardless of whether caused in part by an Indemnified Party.
- 11.2 MRC, and its successors and assigns (collectively, the “MRC Indemnifying Party”), will, to the fullest extent allowed by law, indemnify, defend, and hold harmless the Service Provider and its officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, the “MRC Indemnified Parties”) from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively, “Claims”), including cost of defense, settlement, arbitration, and reasonable attorney’s fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the MRC Indemnifying Party, or the acts or omissions of anyone else directly or indirectly acting on behalf of the MRC Indemnifying Parties, or for which the MRC Indemnifying Party is legally liable under law excepting only such injury, death, or damage to the extent caused by the active negligence or willful misconduct of an MRC Indemnified Party.
- 11.3 The following provisions apply to Paragraphs 11.1 and 11.2 above:
- a. This indemnity will not be limited by the types and amounts of insurance or self-insurance maintained by the Indemnifying or Indemnified Parties or their contractors;
 - b. Nothing in this indemnity will be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party; and

- c. The provisions of this indemnity will survive the expiration or termination of this Agreement.

11.4 MRC WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES. NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OR LIMITATION OF ANY RIGHTS THAT MRC MAY HAVE UNDER THE APPLICABLE LAW.

ARTICLE 12 – INSURANCE

- 12.1 The Service Provider at its own expense must maintain environmental and commercial general liability insurance with limits for each of not less than \$1 million for each occurrence, as well as any other insurance, such as, for example and without limitation, worker's compensation and automobile insurance, to the extent and in the amounts required by applicable law.
- 12.2 Service Provider must name MRC and its sole member (as identified under MRC's Certificate of Incorporation), and their officers, agents, and employees as additional insureds on its commercial general liability insurance policy. To the extent the Service Provider's commercial general liability insurance includes a blanket provision adding additional insureds where required by contract, this Agreement is deemed to require that MRC and its sole member (as identified under MRC's Certificate of Incorporation), and their officers, agents, and employees are named as additional insureds on the Service Provider's commercial general liability insurance by separate endorsement. Service Provider's general liability insurance must be on a primary and non-contributory basis to any coverage available to MRC.
- 12.3 If Service Provider exercises the Storage and Transportation Services Option, it will also maintain business automobile insurance with limits of not less than \$1 million combined single limit. Service Provider will provide a Certificate of Insurance with regard to the business automobile coverage that names MRC and its sole member (as identified under MRC's Certificate of Incorporation), and their officers, agents, and employees are named as additional insureds. No exclusion will be permitted in any event if it conflicts with a coverage expressly required in this Agreement, including but not limited to the indemnity provisions in Article 11 of the Agreement.
- 12.4 Service Provider is required to provide MRC with notification of any cancellation or change in Service Provider's insurance coverage during the period of the Agreement with MRC. Such notification must be made not less than sixty (60) days' prior to the date said cancellation or change becomes effective.
- 12.5 In the event a Certificate of Insurance required by this Article should expire or be cancelled during the term of this Agreement, Service Provider agrees to provide,

at least sixty (60) days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than the remainder of the Agreement. In the event Service Provider fails to keep in effect at all times insurance coverage as herein provided, MRC may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

- 12.6 Service Provider will require all third parties that it uses to provide any services under this contract to comply with the same insurance requirements specified above.
- 12.7 Compliance by Service Provider with the foregoing requirements to carry insurance and furnish certificates will not relieve Service Provider from liability assumed under the provisions of this Agreement.
- 12.8 Upon the request of MRC, Service Provider must be able to provide evidence of insurance.

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTING

- 13.1 The Service Provider may not assign, novate, or otherwise transfer (including transfer by operation of law) this Agreement or the obligations and rights hereunder without the express written consent of MRC, which consent will not be unreasonably withheld. Any change of control by the Service Provider constitutes an assignment that requires prior written consent. A “change of control” includes, among other items, any merger, consolidation, sale of all or substantially all of the assets, or sale of a substantial block of stock. Any attempted assignment, novation, or other transfer made in violation of this Article is void and has no effect.
- 13.2 MRC may not assign, novate, or otherwise transfer (including transfer by operation of law) this Agreement or the obligations and rights hereunder without the express written consent of the Service Provider, which consent will not be unreasonably withheld. Any change of control by MRC constitutes an assignment that requires prior written consent. Any attempted assignment, novation, or other transfer made in violation of this Article is void and has no effect.
- 13.3 The Service Provider may subcontract any part of the Services with MRC’s prior written permission, such permission not to be unreasonably withheld. As part of any subcontract relating to this Agreement, the Service Provider must include the following Articles and Attachments to the extent applicable for the Services being provided by the Subcontractor: ARTICLE 8 – TITLE AND RISK OF LOSS, ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC, ARTICLE 12 - INSURANCE, ARTICLE 18 – COMPLIANCE WITH LAW, Attachment A (“Scope of Work”), and Attachment D (“Guidelines”). Nothing contained in this Agreement or otherwise creates any contractual relationship between MRC and any subcontractor of the Service Provider. A subcontract does not relieve the Service Provider of its responsibilities and obligations hereunder. The Service

Provider is as fully responsible to MRC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Service Provider.

- 13.4 The Service Provider's obligation to pay its subcontractors is an obligation independent from MRC's obligation to make payments to the Service Provider. As a result, MRC has no obligation to pay or to enforce the payment of any moneys to any subcontractor of the Service Provider.

ARTICLE 14 – FORCE MAJEURE

- 14.1 Any delay or failure of either party to perform its obligations hereunder will be suspended if, and to the extent, it is caused by the occurrence of a Force Majeure. In the event that either party intends to rely upon the occurrence of a Force Majeure to suspend or to terminate its obligations, such party will notify the other party in writing, in accordance with the requirements of Article 15, within 2 business days after becoming aware of the Force Majeure, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices will likewise be given after the effect of such occurrence has ceased.
- 14.2 An occurrence of a "Force Majeure" means riots, wars, civil disturbances, insurrections, labor strikes of MRC service providers, contractors or subcontractors, acts of terrorism, epidemics, acts of nature (or any threat of such occurrences) whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, any of which is beyond the reasonable anticipation or control of the applicable party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

ARTICLE 15 – NOTICES

- 15.1 Except where otherwise expressly authorized, notice will be by, facsimile, first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery. Notices will be addressed as set forth below. Either party may change the address information below by providing written notice to the other party. Notice is effective upon delivery, or if delivery is refused, when delivery is attempted.

To: MRC Inc.
Attn: Mike O'Donnell
Email: mikeo@mattressrecyclingcouncil.org
Address: 501 Wythe Street Alexandria, VA 22314

To: Inyo County
Attn: Scott Eagan
Fax: _____
Phone: (760) 873-5577
E-mail: seagan@inyocounty.us
Address: 163 May Street Bishop, CA 93514

ARTICLE 16 – INDEPENDENT CONTRACTOR STATUS

- 16.1 The parties intend that the Service Provider, in performing the Services specified herein, is acting as an independent contractor and that the Service Provider will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.
- 16.2 Each party, or its subcontractors, as appropriate, is solely liable and responsible for providing all compensation and benefits due to, or on behalf of, all persons performing work on its behalf in connection with this Agreement. Neither party has any liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other party.
- 16.3 Each party understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of that party and not employees of the other party. Each party is solely liable and responsible for furnishing any and all Workers' Compensation benefits to its employees as a result of any injuries arising from or connected with any work performed by or on behalf of that party pursuant to this Agreement.
- 16.4 Third-party Transportation Providers are independent contractors and are not employees, partners, or agents of either party. Neither party is liable for the acts or omissions of third-party Transportation Providers under this Agreement. However, if Service Provider exercises the Storage and Transportation Services Option, Service Provider will be liable for any acts or omissions in providing such services.

ARTICLE 17 - DISPUTE RESOLUTION

- 17.1 Subject to the conditions and limitations of this Article, any controversy or claim arising out of or relating to this Agreement will be exclusively settled by arbitration under the laws of the State of California, in accordance with the rules of the American Arbitration Association.

- 17.2 The parties agree to consolidation of any arbitration between them with any other arbitration involving, arising from, or relating to this Agreement.
- 17.3 Each party hereto accepts the jurisdiction of the courts of the State of California for the purposes of commencing, conducting, and enforcing an arbitration proceeding pursuant to this Article. Each party will accept service of notice of the other party's intent to proceed with arbitration, and of any other step in connection therewith or enforcement thereof, if such notice is in writing and sent by certified letter addressed to said party according to Article 15.1, and such notice will have the same effect as if the party had been personally served within the State of California.
- 17.4 Any decision of an arbitrator engaged under this Article is final, binding, and enforceable upon both parties.
- 17.5 The Service Provider will continue with its responsibilities under this Agreement during any dispute.
- 17.6 The parties will continue to work during the dispute resolution process in a diligent and timely manner in accordance with all applicable provisions of this Agreement.
- 17.7 Each party hereto will bear the costs and expenses incurred by it in connection with such arbitration processes. The cost of any independent decision maker will be shared equally between the parties.

ARTICLE 18 – COMPLIANCE WITH LAW

- 18.1 Each party will comply with all Law applicable to this Agreement.
- 18.2 The Service Provider will promptly notify MRC in writing upon discovery of any failure, or any allegation of any failure, of the Service Provider or other persons or entities to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.
- 18.3 Duties and obligations imposed by this Agreement, and rights and remedies available thereunder, are in addition to (and not a limitation of) duties, obligations, rights, and remedies otherwise imposed or afforded by applicable Law.
- 18.4 MRC will comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implemented regulations.
- 18.5 If services under this Agreement are funded with state funds granted to Service Provider, MRC will not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and will comply with the provisions of Government Code Sections 16645 through 16649.
- 18.6 The Service Provider will provide MRC with sixty (60) days' prior written notice before entering into negotiations or engaging in any direct or indirect lobbying

activities with any government authority or agency to develop any variance or revision to Cal. Public Resources Code §§ 42985 – 42994.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

- 19.1 **No Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.
- 19.2 **Selective Waiver.** Either party may waive any default by the other party under this Agreement by an instrument in writing to that effect and no such waiver will extend to any subsequent or other default by the other party. No failure or delay on the part of either party to exercise any right hereunder operates as a waiver thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.
- 19.3 **Entire Contract/Order of Precedence.** This Agreement and all Attachments and exhibits hereto, and all referenced documents, including the Guidelines, constitute the entire agreement between the parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document are to be construed and interpreted as consistent whenever possible. Any conflicts in this Agreement and the accompanying documents will be resolved in accordance with the following descending order of precedence:
- a. Attachment A (“Scope of Work”);
 - b. Attachment B (“Compensation Rates”);
 - c. Attachment F (“Storage and Transportation Services”), if applicable;
 - d. The terms of this Agreement;
 - e. Attachment D (“Guidelines”);
 - f. Attachment E (“Collection Facility Information”); and
 - g. Attachment C (“Model Invoice”).
- 19.4 **Amendment or Modification.** Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless in writing and signed by the respective duly authorized officers of the parties hereto.
- 19.5 **Additional Sites.** Service Provider, either currently or in the future, may have additional sites, solid waste facilities, collection facilities or subsidiaries (“Additional Sites”) that it wishes to add to this Agreement. Additional Sites may become a Service Provider under this Agreement by executing its own Compensation Rate form in Attachment B. The Additional Sites will then be governed by the terms of this Agreement and the Attachments hereto (including

its personalized Compensation Rate form in Attachment B). Any changes or modifications made by an Additional Site to Attachment B will not affect other Service Providers that exist under this Agreement, nor will it change or modify any of the other Service Providers' terms, conditions, responsibilities and/or liabilities under this Agreement.

- 19.6 **Governing Law/Venue.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State will govern its interpretation and effect. Any legal proceedings relating to this Agreement will initially be brought before a court of jurisdiction prescribed by law in the State of California.
- 19.7 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.
- 19.8 **Calendar Days.** Any reference to the word "day" or "days" herein will mean calendar day or calendars days, respectively, including weekends and Federal Holidays, unless otherwise expressly provided. If a deadline falls on a weekend or Federal Holiday, the next business day will be the applicable deadline.
- 19.9 **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any party in connection therewith.
- 19.10 **Authorization.** Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations set forth herein. The representative(s) signing this Agreement on behalf of each party represents that he/she has the authority to execute this Agreement on behalf of the applicable party and to bind it to its contractual obligations hereunder.
- 19.11 **Survival of Terms.** All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement will so survive, including but not limited to: ARTICLE 4 – SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES; ARTICLE 8 – TITLE AND RISK OF LOSS; ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC; ARTICLE 11 – INDEMNIFICATION; ARTICLE 12 – INSURANCE; ARTICLE 16 – INDEPENDENT CONTRACTOR STATUS; ARTICLE 17 - DISPUTE RESOLUTION; ARTICLE 18 – COMPLIANCE WITH LAW; and ARTICLE 19 – MISCELLANEOUS.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth above.

By:



Authorized Signatory
Mattress Recycling Council, Inc.

Authorized Signatory
Inyo County

Ryan Trainer

Print Name
MRC President

Print Name

Print Title

Print Title

Date: 2/5/16

Date: _____

ATTACHMENT A: SCOPE OF WORK

As part of the Services under this Agreement, the Service Provider will do the following:

- 1) Provide the Services necessary to consolidate acceptable Program Products dropped off by individual California residents free of charge into Collection Containers for pick up by Transportation Providers.
- 2) Include no Non-Program Products, no Non-Conforming Units and no Units that are unsuitable for recycling in the Collection Containers provided by MRC or its subcontractors.
- 3) If exercising the Storage and Transportation Services Option, Service Provider will provide the services described in Attachment F.
 Please mark here if Service Provider elects to exercise this option.
- 4) If not exercising the Storage and Transportation Services Option for some or all of the Scope of Work, notify Transporter *before* collection containers are full to allow adequate time for Transporter to schedule pick-up services.
- 5) Provide to MRC a minimum of ninety (90) days' advance notice of any Temporary Collection Events conducted by the Service Provider that include the Collection of Program Products dropped off by individual California residents free of charge to be picked up by Transportation Providers at the Temporary Collection Event.
- 6) Provide reports to MRC on a monthly basis, within thirty (30) days after the end of each month, containing the date and location of any such Temporary Collection Events held by or on behalf of the Service Provider.

ATTACHMENT B: COMPENSATION RATES

Service Provider: Inyo County

Service	Description	Unit Price
<u>Program Product Consolidation</u>	MRC will compensate the Service Provider for all Units of Program Products dropped off by California residents free of charge that Service Provider Consolidates in a Collection Container picked up by a Transportation Provider. The Service Provider will not place either Non-Program Products, Non-Conforming Units or Units that are unsuitable for recycling in such Collection Containers.	\$2.62 per Unit
<u>Solid Waste Disposal of Non-Conforming Units</u>	MRC will compensate Service Provider for disposal of Non-Conforming Units dropped off by individual California residents free of charge. Excludes Units dropped off by businesses or other entities.	\$2.64 per Unit
<u>Storage and Transportation Services Option</u>	Service Provider may provide its own storage container and Transportation Services to transport above Units to an MRC-contracted recycler. Such Services will be governed by Attachment F ("Storage and Transportation Services")	Storage Container: \$0 per Month per Storage Container Transport: \$0 per Trip

By initialing this form, the parties agree to the Compensation Rates above:

MRC initials:

Service Provider initials: _____

Additional Sites: Pursuant to Section 20.5 of the agreement entitled "California Used Mattress Recycling Program Collection Facility and Used Mattress Management Services Agreement" entered into between the Mattress Recycling Council, Inc. and _____, executed on _____, 201__ (the "Agreement"), this Attachment B form may be used to add Additional Sites to the Agreement. By signing below, the Additional Site hereby agrees that the Agreement's terms will govern its relationship with MRC, and it accepts all the same terms, conditions, responsibilities and liabilities attributed to a Service Provider as set forth in the Agreement.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth above.

By:

Authorized Signatory
Mattress Recycling Council, Inc.

Authorized Signatory
[Name of Additional Site/Service Provider]

Print Name

Print Name

Print Title

Print Title

Date: _____

Date: _____

Notices and Payments for Service Provider should be sent to:

Attn: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

ATTACHMENT C: MODEL INVOICE

Service Provider: _____

Collection Facility Location: _____

Unique Identifying Invoice Number: _____

Service (refer to Attachment B of Agreement for definitions of below Service terms)	Quantity of Units	Unit Price	Invoiced Amount
Program Product Consolidation		\$__ per Unit	
Solid Waste Disposal of Non-Conforming Units		\$__ per Unit	
Storage and Transportation Services Option Storage Container Fee		\$__ per Month	
Storage and Transportation Services Option Transport Services		\$__ per Trip	
TOTAL			

The above invoice represents, to the best of my knowledge, complete and accurate information regarding the Services rendered and for which the Service Provider seeks payment through the Program. I hereby certify on behalf of the Service Provider that the attached back-up documentation is accurate.

Name:

Company Title:

Date:

ATTACHMENT D: GUIDELINES



**Mattress
Recycling
Council**

**California Mattress Recycling Program
COLLECTION GUIDELINES**

October 2015

CONTACTS

MRC Program Coordinators

Mark Patti
Southern California Coordinator
661-302-8888
mpatti@mattressrecyclingcouncil.org

Rodney Clara
Northern California Coordinator
415-509-8453
rclara@mattressrecyclingcouncil.org

Mattress Recycling Council Inc.
501 Wythe Street
Alexandria, VA 22314
www.mattressrecyclingcouncil.org

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7 Program Withdrawal & Termination

About the Mattress Recycling Council

In 2013, California enacted Senate Bill 254, later amended by Senate Bill 1274, which requires mattress manufacturers to create a recycling program for mattresses discarded in the state. The Mattress Recycling Council (MRC) is the non-profit organization established by the mattress industry to develop and operate the California mattress recycling program. The Program will start on December 30, 2015.

MRC has contracted with service providers to transport and recycle mattresses and box-springs from collection sites throughout the state. For simplicity, we will refer to both mattresses and box-springs as just mattresses. These Guidelines describe the Program and what your facility needs to do to participate. MRC reserves the right to update, change, modify, amend, add or remove terms, or otherwise alter these Guidelines at any time with or without prior notice.

What MRC Provides

Staff at all participating collection sites must be knowledgeable regarding these Guidelines before accepting mattresses.

MRC provides the following to participating solid waste facilities:

- A collection container to store mattresses that is appropriate for the number of mattresses that the collection site expects to generate and the site's available space
- Transportation from the solid waste facility to a contracted recycler
- No-cost mattress recycling services

PROGRAM MATERIALS

ACCEPTABLE

Only mattresses used and discarded in California can be accepted by the Program. The pictures below exemplify mattresses that are acceptable by the program.



A participating collection site may not charge for mattresses that are dropped off by individuals at its site and recycled through the Program.

UNACCEPTABLE

- Out-of-state mattresses
- Severely damaged, twisted, wet, frozen or soiled mattresses
- Mattresses infested with bed bugs or other living organisms
- Sleeping bags
- Pillows and cushions
- Loose bedding, blankets or sheets
- Car beds
- Juvenile products, i.e., a carriage, basket, dressing table, stroller, playpen, infant carrier, lounge pad, or crib bumper
- Water beds
- Camping air mattresses
- Fold-out sofa beds
- Futons and furniture
- Loose mattress pads and toppers



Mattress Inspection and Examination

Facility staff should screen incoming mattresses to determine whether they are suitable for recycling and should remove mattresses that are:

- Excessively wet or frozen
- Severely twisted, punctured or crushed
- Infested with bed bugs or other living organisms
- Exceptionally soiled or moldy

Mattresses not suitable for recycling should be disposed of through your existing solid waste stream.

Bed Bug Identification

Mattresses and box springs infested with bed bugs are unacceptable for recycling and should be disposed of through your existing solid waste stream. Staff at collection sites should evaluate program materials for evidence of bed bug infestation.



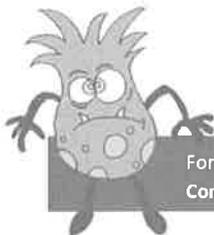
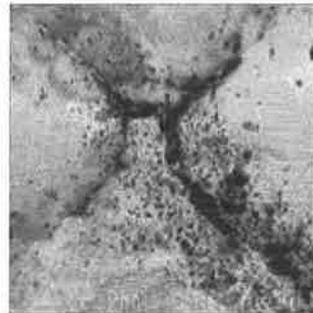
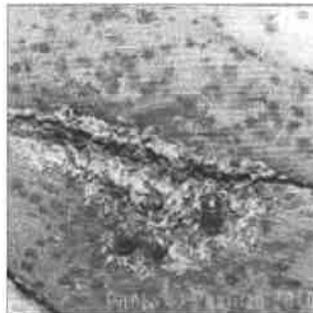
Bed bugs are tan to brown in color, but may appear redder if they have fed.

Adult Bed Bugs are dorsally flat insects, broadly oval, and the size of an apple or melon seed (1/4").

Nymphs look like adults in shape but are smaller.

Eggs are white and barrel shaped.

Signs of bed bug activity may be more obvious than the insects themselves. Look for clusters of dark spots or smudges on mattresses (fecal spots), especially along seams. Eggs, shed skins, and all life stages of bed bugs may also be present in these 'soiled' areas.



For more information on bed bugs, please refer to the resources made possible by the Connecticut Coalition Against Bed Bugs at www.ct.gov/caes/CCABB

MATERIALS COLLECTION & HANDLING

Each collection site will have unique operational considerations. Participating facilities must make their own decisions about how to best manage their operations in the safest manner possible in accordance with applicable laws. At a minimum, each participating site must meet these requirements:

	MINIMUM PROGRAM REQUIREMENTS
SITE	Each collection site must be secure with adequate space and staffing to handle and store acceptable mattresses.
PERMITS	Each collection site must have knowledge of, and comply with all applicable federal, state and local laws. These may include, but are not limited to, zoning requirements, state permit requirements, and OSHA or other workplace requirements. Please contact your Local Enforcement Agency (LEA) to confirm whether your site is in compliance with all applicable notifications or requirements for accepting mattresses for recycling at your site. In many cases, this will be your County or local Public Health Department.
INSURANCE	Each collection site must maintain general liability insurance of at least \$1,000,000 per occurrence.
TRAINING	Staff at each collection site must be trained and knowledgeable regarding these Guidelines before accepting mattresses for recycling.
STORING & LOADING MATTRESSES <i>See page 6 for photos and guidelines</i>	<p>Collection sites must keep mattress dry by storing in weather proof containers, or under cover, to maximize their recyclability. In addition, all collection sites must:</p> <ul style="list-style-type: none"> • Make every effort to place mattresses in MRC-designated storage containers immediately upon acceptance • Keep mattresses intact and not intentionally crush or puncture them • Efficiently stack mattresses to maximize the number of units loaded in each storage container • Provide oversight to keep unacceptable items out of MRC-designated storage containers • Remove any non-program materials from MRC-designated storage containers before transport to MRC recyclers • Practice good housekeeping standards, and keep storage containers and program materials in a neat and orderly condition
SITE ACCESS	Collection sites must allow MRC access to confirm compliance with these Guidelines.

Loading Mattresses in Storage Containers

Container Type	Number of Mattresses
20-foot sea container	25-40
30-yard roll-off container	25-35
40-yard roll-off container	25-40
48-foot trailer	110-180
53-foot trailer	125-190

Expected number of mattresses that should fit in various container sizes



Mattresses and box springs must be packed as efficiently as possible to maximize the number of units in each container.

TRANSPORTATION AND RECYCLING

Transporters

MRC will assign each collection site a transporter to provide a storage container and transport services.

- MRC contracted transporters will provide participating locations with evidence of automobile insurance coverage of at least \$1,000,000 per occurrence
- Each collection site must notify transporter at least 2 business days before a storage container is full of mattresses
- The assigned transporter will pick up full containers and drop off an empty container at the same time
- On the scheduled pick up day, the collection site must make the collection container readily accessible to the transporter
- At the time of pick-up, collection site staff must be present to sign a three-part Bill of Lading (BOL) supplied by the transporter that details the quantity of mattresses in the container, and must provide appropriate copies of the BOL to the transporter

A collection site may choose to provide its own storage containers and transportation at its own cost. These locations must contact the recycler directly to arrange for a convenient drop-off time.

Recyclers

Recyclers under contract with MRC will meet established recycling standards and accurately account for all mattresses it receives, the mattress components it recycles (e.g., foam, steel, wood, fiber, etc.), and any residual disposal. Solid waste facilities will be assigned a recycler by MRC to best service your facility.

PROGRAM WITHDRAWAL & TERMINATION

A collection site's participation in the California mattress recycling program is voluntary. Either party may withdraw from participation with 30 days' notice to the other party. MRC reserves the right to remove any collection site not in compliance with these Guidelines from further participation in the Program.

RECORDKEEPING

Bill of Lading:

A Bill of Lading (BOL) will be provided by the transporter. Before a full container leaves the site, the BOL must be completed and signed by facility staff. Following is a sample BOL and required information:

BILL OF LADING

Date:

Unique BOL #: pre-printed #

Collection Site/ Generator

Facility Name and Operator:

Address:

Type of Collection Site: solid waste facility mattress retailer other _____

Collection Container Type: 20 ft. sea container 30 yd. roll-off 40 yd. roll-off

53 ft. trailer 48 ft. trailer other: _____

Collection Site Count: Mattress and Box Spring Units: _____

Collection Site Certified Net Weight (if available): _____ lbs.

I hereby certify that to the best of my knowledge, the above information is accurate, and all of the products described in this document were used and discarded in California.

Name (print), Title Signature Date

Transporter

Company Name:

Address:

Truck #:

Name (print), Title Signature Date

Mattress Recycler

Date: Company Name:

Address:

Recycler Count: Mattress Units: _____ Box Spring Units: _____

Net Weight of all Mattress and Box Spring Units: _____ lbs.

Comments/Count Discrepancies:

I hereby certify that to the best of my knowledge, the above information is accurate, and all of the products described in this document were used and discarded in California.

Name (print), Title Signature Date

ATTACHMENT E: COLLECTION FACILITIES / EVENTS

Provide all applicable information.

Site 1	1. Type: (fixed or temporary event)	FIXED
	2. Name of site/event	BISHOP-SUNLAND LANDFILL
	3. Street address for site or event	110 SUNLAND INDIAN RESERVATION RD
	4. City, State, Zip Code for site or event	BISHOP, CA, 93514
	5. Permit holder	INYO COUNTY
	6. Phone # for general public	760-873-5577
	7. Days/hours	7 DAYS PER WEEK, 7:30-3:30
	8. Drop off limits (self-imposed)	
	9. Service area (cities/towns)	INYO COUNTY, AND THE CITY OF BISHOP
	10. Special site/event notes	
	11. Contact person's name and title	SCOTT EAGAN/RECYCLING SUPERINTENDENT
	12. Contact person's agency/company	INYO COUNTY RECYCLING & WASTE MGMT
	13. Contact person's phone	760-873-5577
	14. Contact person's email	SEAGAN@INYOCOUNTY.US
	15. Promote site/event on MRC site locator? (yes/no)	YES
	16. Advertise site in MRC ads? (yes/no)	YES
	17. Best newspapers and radio stations for promoting this site/event?	KUNR (RENO PUBLIC RADIO), KSRW(BISHOP, KIBS (BISHOP), INYO REGISTER (BISHOP), SIERRA READER (BISHOP),
	18. Additional information	

ATTACHMENT F: STORAGE AND TRANSPORTATION SERVICES

1. COMPENSATION

1.1. Rates.

1.1.1. The Rates for Storage and Transportation Services are set forth in Attachment B "Compensation" of this Agreement, and are incorporated by reference herein.

1.2. Payments to Service Provider.

1.2.1. In order to receive payment from MRC for Storage and Transportation Services, Service Provider, at its own expense, must provide MRC with a properly completed Bill of Lading as shown in Attachment D's Guidelines, and an invoice as shown in Attachment C properly accounting for the Storage Containers and the Transportation Services.

2. SCOPE OF STORAGE AND TRANSPORTATION SERVICES

Service Provider's responsibilities for providing Storage and Transportation Services are as follows:

2.1. General Requirements.

2.1.1. All Program Products placed in Collection Containers will become the responsibility of Service Provider until they are delivered to an MRC-contracted recycler, at which point responsibility and property will transfer to the recycler. At no time, however, will Service Provider own such Program Products.

2.1.2. Service Provider will provide, at its expense, a Bill of Lading to the recycler in a format that conforms to the Model Bill of Lading included in the Guidelines in this Agreement, Attachment D.

2.1.3. Service Provider will take every precaution to protect all public and private property during the performance of its responsibilities under this Agreement.

2.1.4. Any damage to property caused by Service Provider's personnel or equipment (including that of its subcontractors) will be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements will be solely the responsibility of Service Provider.

2.1.5. To the extent possible, Service Provider, in carrying out its work, must employ such methods or means that will not interrupt or interfere with the recycler's work.

2.2. Providing Storage Containers.

2.2.1. Service Provider will have thirty (30) days from the date of this contract to provide storage container(s) to its designated collection location(s).

2.2.2. Service Provider will be responsible for keeping all Storage Containers and other equipment that Service Provider or its subcontractors provide in the performance of this Agreement in good working order and in a clean, sanitary and attractive condition, and as free from offensive odors as possible. Equipment is subject to periodic inspection by MRC.

2.2.3. All Storage Containers and other equipment provided by Service Provider or its subcontractors will be marked and properly identified in a method mutually acceptable to MRC and Service Provider.

2.2.4. Service Provider will post appropriate notices on Storage Containers provided by Service Provider or its subcontractors stating that such containers are only for temporary storage of mattresses and/or Program Products dropped off free of charge by California consumers, and that Program Products obtained from other entities, Non-Program Products and Units that are not suitable for recycling may not be placed in such Storage Containers.

2.3. Transportation of Program Products.

2.3.1. Service Provider will pick-up and transport collected Program Products from its solid waste facility(ies) to recycler's premises.

2.3.2. Service Provider is responsible for scheduling deliveries with the recycler. MRC will not be liable for any fees related to unscheduled, late or canceled deliveries made to the recycler.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

30

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Authorize Personnel to fill a vacant Gate Attendant position from an established eligibility list.

DEPARTMENTAL RECOMMENDATION:

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

- 1) The availability of funding for the requested position exists in the Solid Waste budget as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; and
- 2) Authorize the filling of the Gate Attendant position, Range 48 (\$2,581 - \$3,128) from the established eligibility list.

SUMMARY DISCUSSION:

The FY 2015-2016 Manpower Report (approved by your Board as part of the FY 2015-2016 County Budget) identifies the landfill Gate Attendant positions (Range 48) as being assigned to the County's Recycling and Waste Management program to provide necessary landfill waste load inspections and reporting. This position is critical to the operation of the County landfills. The gate attendants perform high volume waste disposal monitoring and reporting including load checking, to determine charges and to inspect for unacceptable hazardous waste items. The gate attendant will collect disposal fees, issue receipts and maintain accurate records on the fees collected and the volume of waste disposed.

The Bishop-Sunland Landfill Gate Attendant position recently became vacant when the attendant accepted a position with Inyo County Recycling and Waste Management as an Equipment Operator.

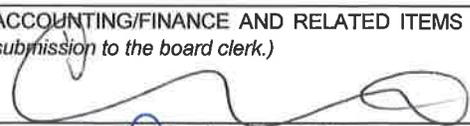
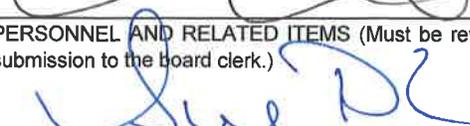
Staff recommends filling of the Gate Attendant position, Range 48 (\$2,581 - \$3,128) from the established eligibility list to work at the Bishop-Sunland Landfill.

ALTERNATIVES:

Your Board could choose not to authorize filling the vacant position; however, this is not recommended, as the functionality of the Recycling and Waste Management programs will suffer. When a gate attendant position is vacant the other gate attendants and equipment operators backfill the position resulting in increased overtime and requiring the gate attendant to work their scheduled days off.

OTHER AGENCY INVOLVEMENT: Personnel

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

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved:  Date 3/21/2016
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 3/21/16

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3/21/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

39

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

FROM: Motor Pool

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Report on Auction of County Vehicles and Request to Dispose of Additional Surplus Motor Pool Vehicles through Public Surplus

DEPARTMENTAL RECOMMENDATION:

Request that your Board, A) declare the vehicles and equipment identified in Exhibit A as surplus, B) authorize Motor Pool to offer the vehicles for sale utilizing the Public Surplus auction site and C) authorize Motor Pool to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another auctioneer for the removal and sale of any vehicles or equipment remaining unsold after the Public Surplus process.

SUMMARY DISCUSSION:

In 2015 your Board approved a comprehensive vehicle acquisition process utilizing Enterprise Fleet Management. Most County Motor Pool vehicles are now being leased through Enterprise. At the end of their useful life, the vehicles will be auctioned by Enterprise and the proceeds credited to the County. Fully transitioning to the Enterprise model will take several years.

Currently, the County has approximately 30 vehicles which have been removed from service. Traditionally, surplus County vehicles have been offered for sale through a sealed bid auction process allowing County residents to acquire the County's surplus at a reasonable price. Unsold vehicles were then disposed of through an auction house.

Late last year, your Board authorized Motor Pool to utilize an online auction site, Public Surplus, to dispose of a number of County vehicles as a test rather than conducting a sealed bid auction. Your Board also gave direction to report back with results.

Through Public Surplus 11 vehicles were offered for sale. The online auction was conducted over a one-week period and was accompanied by local advertising and a link from the County website. A reserve price was set as a minimum and several bids were received on each vehicle. At the end of the auction nine of the 11 vehicles were sold. Two well used Crown Victorias from the Sheriff's department did not sell, but the County did receive \$23,445 from the sale of the nine other vehicles. There is no way to know exactly how much would be collected through another process, we are confident the County received fair compensation for the vehicles. While an overwhelming majority of the bids were local; the online site also provided an opportunity for those from outside the area to bid on the vehicles. Seven of the nine vehicles went to Inyo County residents and two were sold to a party in Montana.

Using Public Surplus resulted in a process that was smooth and less time-consuming than taking sealed bids. We receive no negative comments regarding the use of the website. Since the auction site did prove to be successful, it is recommended that your Board approve the continued utilization of publics surplus.com.

Included here is Attachment A is a list of the remaining vehicles and equipment no longer used by the County. It is requested that your Board declare these vehicles and equipment as surplus and authorize Motor Pool to offer these

items for sale initially through publicsurplus.com. Any remaining equipment then be sold through a traditional auction agreement or through Enterprise Fleet Management.

ALTERNATIVES:

Your Board may select to use the sealed bid process. This alternative is not recommended as it is very time-consuming and does not maximize cost recovery.

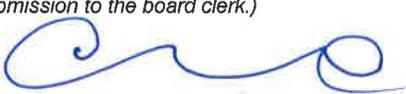
The vehicles could be placed directly into a vehicle auction either through Enterprise or another auction house. This would limit the ability of local residents to bid on the vehicles but is much less staff intensive and generally produces significant cost recovery.

OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

The proceeds received as a result of the auction sale will dictate the amount received by the County. The funds received will be allocated to the Motor Pool Internal Service Fund.

<u>APPROVALS</u>	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>N/A</u> 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>yes</u> Date <u>3/21/2016</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 3/23/16
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

ATTACHMENT A

SURPLUS LIST

	VEH #	DESCRIPTION	VIN	LOCATION
Motor Pool				
	1	3613 1992 FORD TAURUS	1FACP50U2NG179607	LANDFILL
	2	6682 1992 FORD RANGER	1FTCR14X3NPA93191	LANDFILL
	3	7350 1996 DODGE RAM	1B7HF16YXTJ173821	LANDFILL
	4	7474 1997 GMC SAFARI	1GKEL19W0VB537316	LANDFILL
	5	7496 1998 GMC SIERRA	1GDGK24J1WZ541226	LANDFILL
	6	7736 1999 JEEP CHEROKEE	1J4FF28S5XL583520	LANDFILL
	7	7749 1999 FORD TAURUS	1FAFP53U9XG197095	LANDFILL
	8	7750 1999 FORD TAURUS	1FAFP53U7XG197094	LANDFILL
	9	7798 1999 GMC SAFARI	1GKDM19WXXB526934	LANDFILL
	10	8029 2000 FORD TAURUS WGN	1FAFP5823YG207029	LANDFILL
	11	8047 2000 CHEVY ASTRO	1GNEL19WXYB212695	LANDFILL
	12	8048 2000 CHEVY MALIBU	1G1ND52J6Y6322172	LANDFILL
	13	8139 2001 FORD TAURUS WGN	1FAFP58U41G205054	LANDFILL
	14	8150 2001 CHEVY MALIBU	1G1ND52JX16262869	LANDFILL
	15	8182 2001 CHEVY MALIBU	1G1ND52J816269156	LANDFILL
	16	8204 2001 CHEVY ASTRO	1GNEL19W51B154081	LANDFILL
	17	8261 2002 CHEVY MALIBU	1G1ND52J32M644741	LANDFILL
	18	8262 2002 CHEVY SILVERADO	1GCEC14V52Z250325	LANDFILL
	19	8263 2002 CHEVY MALIBU	1G1ND52J62M644250	LANDFILL
	20	8269 2002 FORD CROWN VIC	2FAFP71W12X145592	LANDFILL
	21	8279 2002 FORD TAURUS WGN	1FAFP58U92G206671	LANDFILL
	22	8313 2003 FORD CROWN VIC	2FAHP71W83X211422	LANDFILL
	23	8315 2003 FORD CROWN VIC	2FAHP71W13X211424	LANDFILL
	24	8343 2004 CHEVY MALIBU	1G1ZS52844F157365	LANDFILL
	25	8346 2004 CHEVY SILVERADO	1GCHC24U14E259852	LANDFILL
	26	8347 2005 CHEVY SILVERADO	1GCEC14V84Z248619	LANDFILL
	27	8349 2004 FORD FOCUS WGN	1FAFP36Z84W187705	LANDFILL
	28	8350 2004 FORD FOCUS WGN	1FAFP36ZX4W187706	LANDFILL
	29	8461 1FAFP36ZX4W187706	2FAFP71W77X105802	LANDFILL
	30	8462 2007 FORD CROWN VIC	2FAFP71W97X105803	LANDFILL
	31	8488 2008 FORD ESCAPE	1FMCU93198KA62728	LANDFILL
	32	8499 2008 FORD CROWN VIC	2FAFP71V98X107530	LANDFILL

ATTACHMENT A

SURPLUS LIST - Page 2

	<u>VEH #</u>	<u>DESCRIPTION</u>	<u>VIN</u>	<u>LOCATION</u>
Motor Pool cont.				
	33 8543	2008 FORD CROWN VIC	2FAFP71V28X168105	LANDFILL
	34 8546	2008 FORD F250	1FTSX20598EE06322	LANDFILL
	35 8749	2009 FORD CROWN VIC	2FAHP71V19X129824	LANDFILL
	36 8828	2010 FORD CROWN VIC	2FABP7BV2AX118470	LANDFILL
	37 8829	2010 FORD CROWN VIC	2FABP7BV4AX118471	LANDFILL

Solid Waste

1	6151	1987 KENWORTH DUMP TK		LANDFILL
2	7111	FORKLIFT		LANDFILL
3	7276	1989 518 CAT COMPACTOR		LANDFILL
4	8267	2002 CHEVY 2500	1GBGC24U52Z251520	LANDFILL
5		4 Cyl Onan Generator		LANDFILL



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

40

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

FROM: Parks and Recreation

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Proposed Agreement with Active Network LLC (ReserveAmerica)

DEPARTMENTAL RECOMMENDATION:

Request your Board approve entering into the attached agreement with Active Network LLC to allow County campsites to be listed on and reserved through ReserveAmerica and to allow the County to utilize other Active Network services for managing campgrounds. Authorize the Assistant CAO to sign.

SUMMARY DISCUSSION:

Inyo County is a prime destination for campers and others who enjoy the outdoors. In addition to the many private campgrounds within Inyo County, the Parks and Recreation Department operates seven campgrounds with approximately 550 total campsites.

While there will always be a significant number of adventurous campers who prefer to "discover" camping opportunities as they travel, as with everything else, there is a greater reliance than ever on the Internet to help campers make their lodging decisions. Therefore, having a presence on the Internet can go a long way in promoting a campground and attracting additional visitors.

One very popular resource for campground information and reservations is ReserveAmerica.com. Focusing primarily on government operated campgrounds, ReserveAmerica.com processes millions of reservations each year. Having a listing on the site assures a significantly increased number of individuals will be made aware of a campsite's availability.

In addition to providing services to list and market campsites, the parent company of Reserve America, Active Network LLC, offers a number of technology-based services to help manage campgrounds. Through their programs staff can track inventory, manage campground activity levels, generate reports and maintain financial records.

The recommended contract before your Board would allow Inyo County to enter into an agreement with Active Network LLC. All of the County's campgrounds would be listed and marketed through the ReserveAmerica site. If approved, individuals will be able to reserve and pay for campsites in any of the County facilities. It is expected that this greater presence on the Internet will equate to more reservations and greater utilization of County facilities. Additionally, County staff would have access to the Active Network programs for maintenance and financial management of the campgrounds.

The contract also addresses several other tools offered by the company. At this time, there are several options which the County will not be utilizing. All of the services to be used are web-based. No software will be installed on any County computer. Therefore, participating in the system will require little or no assistance from the County IT department.

Additionally, we will not be utilizing any of the field applications. In particular, we will not be using any remote payment processing application. This would require processes which our current funds processing system does not support. If we find it would be advantageous to expand the services, it would require coordination with the Treasurer/Tax Collector's Office and there are no plans to do so.

We do expect that there will be a significant increase in reservations as a result of being listed on the website. Utilizing the service, however, will not preclude walk-on campers from using County facilities without a reservation.

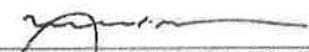
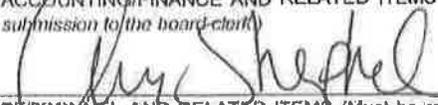
Attached is a proposed agreement with Active Network. It should be noted that this is an exclusive three year agreement without a cancellation provision. If approved by your Board, ReserveAmerica listings will be phased in after County staff receives training on the use of the Active Network systems.

ALTERNATIVES:

If the agreement with Active Network is not approved campsite management and reservations will continue in the current manner. Staff is not aware of other large-scale, comprehensive campsite management/reservation services.

FINANCING:

There is no cost to the County to participate in the Active Network program. The services are paid for by the camping consumer who will be charged a flat fee of \$7.00 for reserving a campsite through ReserveAmerica.com. This fee includes the credit card processing charges. Funds will then be transmitted to the County resulting in banking charges which will range from \$2.00 to \$11.00 each week in which there is a transfer of funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/28/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/28/16</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____
N/A	

DEPARTMENT HEAD SIGNATURE:  Date: 3/28/16
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

**PRODUCTS AND SERVICES AGREEMENT
 CONTRACT INYO COUNTY PARKS AND RECREATION
 ACTIVEWORKS OUTDOORS**

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	INYO COUNTY PARKS AND RECREATION	ADDRESS:	163 MAY ST.
CONTACT NAME:	RICK BENSON	TELEPHONE:	(760) 873-5577
EMAIL:	RBenson@inyocounty.us	FAX:	(760) 873-5599

OVERVIEW OF AGREEMENT		
This document ("Agreement") consists of this cover page, and the following Schedules and Exhibits (check all applicable Appendices)		
<input checked="" type="checkbox"/>	Appendix 1:	Hosted Software
<input type="checkbox"/>	Appendix 2:	Licensed Software; Support and Maintenance
<input type="checkbox"/>	Appendix 3:	Third Party Products
<input checked="" type="checkbox"/>		Schedule A
<input type="checkbox"/>	Exhibit A:	Maintenance Exhibit

NOTE: If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CLIENT	ACTIVE NETWORK, LLC ("ACTIVE")
Signature: _____	Signature: 
Name: _____	Name: <u>GARY EVANS</u>
Title: _____	Title: <u>GENERAL MANAGER</u>
Date: _____	Date: <u>3/11/16</u>

Active Network, LLC, 10182 Telesis Court, San Diego, California 92121
 Telephone: (858) 964-3801



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

41

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING April 5, 2016

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

42

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF April 5, 2016

SUBJECT: Continuation of proclamation of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <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)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 43

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF April 5, 2016

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION: - During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a bi-weekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

<u>APPROVALS</u>	
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)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

44

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

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

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the Board of Supervisors Meetings of A) Special Meeting of February 23, 2016; B) Regular Meeting of March 1, 2016; and C) Regular Meeting of March 8, 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: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

45

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 2 p.m. Closed Session Informational

FROM: Probation Department

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Report to the Board of Supervisors describing options for out-of-county placement contracts for the range of the County's foreseeable juvenile detention needs

DEPARTMENTAL RECOMMENDATION: Request Board 1) receive the attached report describing for out-of-county juvenile placement contracts; and, 2) direct staff to prepare contracts for not guaranteed bed space with at least three (3) counties for consideration by the Board of supervisors at a future meeting.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

At the Board's February 23, 2016 meeting, the Probation Department was 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 was to 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.

The attached report summarizes opportunities to utilize juvenile halls operated by Kern, Tulare, and El Dorado counties for out-of-county placement of Inyo County youth sentenced to more than weekend commits. Opportunities to contract with additional counties – such as Nevada and Tuolumne – also exist and can be discussed as part of today's presentation.

Costs for guaranteed bed space in El Dorado County is \$70 a day and Inyo County would have to pay for that bed space whether is used or not (e.g., \$25,550 per year per bed). Cost of bed space on an as needed, and as available basis ranges \$90 - \$100 per day (El Dorado); \$135 (Tulare); and \$150 per day (Kern).

Based on this range in costs, and that the "average" duration of commitment in the Inyo County Juvenile Center is currently 30 to 60 days: cost – excluding transportation – could range from \$2,700 per commitment (30-days in El Dorado County) to \$9,000 (60-days in Kern County).

Given the abundance of available bed space in juvenile detention facilities throughout the State, it might not be necessary to contract for guaranteed space (where Inyo County would pay regardless of whether the bed was used). Rather, the County could enter into "as available" contracts with multiple counties to ensure out-of-county placement options for Inyo youth if the Inyo County Juvenile Center is used as a weekend-only facility.

Since, the contracts will only require payment if juveniles are placed in the beds, there is no downside to proceeding with preparing out-of-county placement contracts.

ALTERNATIVES:

Your Board could just receive the report and not direct the preparation of contracts for out-of-county placement, however this is not recommended since the contracts will only require payment if juveniles are placed in the beds. Or, your Board could direct staff to enter into a contract for guaranteed bed space, including directing the number of beds to be reserved, but this does not seem necessary if adequate bed space can be assured through non-guaranteed contracts with multiple counties. Or, your Board can choose to identify the specific counties with whom it wants to contract.

OTHER AGENCY INVOLVEMENT: Kern, Tulare, and El Dorado counties.

FINANCING: N/A

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: 3/29/16

Out-of-County Juvenile Hall Placements

As the result of declining numbers of youth detained or committed to the Inyo County Juvenile Center, a number of different alternatives have been discussed.

One of the alternatives is to designate the juvenile center as a special purpose juvenile hall. In doing so, the Board of State and Community Corrections requires notification from the Probation Department. The Notification to the BSCC requires the Probation Department to provide them with the contract agency information that Inyo plans to use to satisfy the legal requirements of detaining a youth when law enforcement delivers an arrested youth to the probation officer.

The following Counties have agreed to house Inyo County youth:

EL DORADO COUNTY – Location of Juvenile Hall: Placerville, CA
Distance: Approximately 250 miles

The following summarizes the DRAFT scope of services and compensation for services that have been used with other Counties:

Agreement for a guaranteed number of beds

Scope of Services: *The Placing County shall have the right to place juveniles in the Juvenile Facilities of El Dorado having #of beds (#) reserved contract beds, not to include JTC Challenge Commitments, subject to acceptance of El Dorado and adherence to the terms and conditions set forth herein. The El Dorado County Juvenile Detention Superintendent, or designee, reserves the right to approve wards for acceptance into the facility, and may remove and/or terminate the bed space of a problem ward upon 72 hour notice to Placing County.*

Placing County shall provide for the transportation of said juvenile(s) to and from the El Dorado Juvenile Detention Facility(ies).

Placing County shall provide the Chief Probation Officer of El Dorado, or their designee at the time of admission, a completed juvenile referral form, a copy of the Juvenile Wardship Petition, a Detention Order filed with the Clerk of the Court of the Placing County, a medical release, and any other documentation/information deemed necessary.

The Placing County must bring any medication, if so prescribed, with the ward or the medication maybe provided by the parent (s) or guardian (s) of the ward.

Compensation for Services: For services provided herein, Placing County agrees to pay El Dorado the sum of **Seventy dollars (\$70.00) per calendar day**, per contracted reserved bed whether or not the bed is occupied within the Juvenile Detention Facility.

Placing County shall pay monthly in arrears and within thirty (30) days following the Placing County's receipt and approval of itemized invoice(s) identifying services rendered.

Placing County agrees to pay or reimburse El Dorado or other rendering the following services to any ward detained by the Placing County in addition to the daily contractual amount:

Costs of any hospital, medical, dental, and/or surgical care/treatment of any ward outside of those provided by El Dorado as long as they are authorized by the Chief Probation Officer, or their designee, of the Placing County. Or, in the case of an emergency, by the Superintendent of the El Dorado Juvenile Detention Facility(ies); and

Costs of transportation and maintenance between the Placing County and El Dorado Juvenile Detention Facilities.

Agreement for bed space if available

Scope of Services: The Placing County shall have the right to place juveniles in the Juvenile Facilities of El Dorado on a space available basis, subject to acceptance of El Dorado and adherence to the terms and conditions set forth herein. The El Dorado County Juvenile Detention Superintendent, or designee, reserves the right to approve wards for acceptance into the facility, and may remove and/or terminate the bed space of a problem ward upon 72 hour notice to Placing County.

Placing County shall provide for the transportation of said juvenile(s) to and from the El Dorado Juvenile Detention Facility(ies). Placing County shall provide the Chief Probation Officer of El Dorado, or their designee at the time of admission, a completed juvenile referral form, a copy of the Juvenile Wardship Petition, a Detention Order filed with the Clerk of the Court of the Placing County, a medical release, and any other documentation/information deemed necessary.

The Placing County must bring any medication, if so prescribed, with the ward or the medication maybe provided by the parent (s) or guardian (s) of the ward.

Compensation for Services: For services provided herein, Placing County agrees to pay El Dorado the sum of **Ninety Dollars (\$90.00) per calendar day**, for each ward placed within the Juvenile Detention Facility in a non-reserved bed or the sum of **One Hundred Dollars (\$100.00) per calendar day**, for each ward

ordered to be placed within JTC Challenge Commitment in the Juvenile Detention Facility.

Placing County shall pay monthly in arrears and within thirty (30) days following the Placing County's receipt and approval of itemized invoice(s) identifying services rendered.

Placing County agrees to pay or reimburse El Dorado or other rendering the following services to any ward detained by the Placing County in addition to the daily contractual amount:

Costs of any hospital, medical, dental, and/or surgical care/treatment of any ward outside of those provided by El Dorado as long as they are authorized by the Chief Probation Officer, or their designee, of the Placing County. Or, in the case of an emergency, by the Superintendent of the El Dorado Juvenile Detention Facility(ies); and

Costs of transportation and maintenance between the Placing County and El Dorado Juvenile Detention Facilities.

Agreement for Challenge Commitment Program

According to the Chief Probation Officer in El Dorado County, they have a commitment program available called the Challenge Program. This program is located in the **South Lake Tahoe facility** and generally is 6 months in length.

The cost for this program is **\$100 per day per bed**.

KERN COUNTY – Location of Juvenile Hall: Bakersfield, CA
Distance: Approximately 250 miles

Kern County's agreements are for general facility daily bed rates only. It does not differentiate between "guaranteed" and "available" beds. There may be opportunity in the future to contract for commitment beds.

The following summarizes the DRAFT scope of services and compensation for services that have been used with other Counties:

Agreement for bed space if available

Commitment of Wards: *No ward shall be committed to the Facility except by Order of the Juvenile Court.*

The Facility will assume custody of said ward or wards when delivered to an authorized employee of Facility by agents of Placing County.

Facility is under no obligation to accept the wards of Placing County. Prior to acceptance by COUNTY, Placing County will provide background materials to the Facility. The Facility Division Director may, at his/her discretion, decline to accept or retain said wards by reason of space limitations or other conditions affecting the welfare of the wards in the Facility.

Placing County acknowledges Facility programs are directed toward the enrichment of the ward's lives through a schedule of activities, events and phases, and that critical conditions affecting the welfare and success of wards in the Facility include, but are not limited to, participation in the Facility program by the ward and the ward's parents, and regular participation in the ward's program by the Placing County's Probation Officer assigned to the ward.

Compensation: Department will invoice Placing County monthly based on the per day rate for each ward in Facility. Said payment shall be at the per diem rate determined by the Chief Probation Officer of COUNTY. The currently established per day rate is **One Hundred Fifty Dollars (\$150.00) for each 24-hour day** or portion thereof per ward placed. This rate is subject to change by the Chief Probation Officer of COUNTY and Placing County shall be given (30) days written notice of said change before the new rate becomes applicable to this Agreement. All payments will be based on invoices submitted to Placing County by Department and approved by Placing County's authorized representative. Placing County will pay all compensation due to Department within thirty (30) days of delivery to Placing County of a properly completed invoice from Department of services rendered.

In no case shall the amount of compensation of the Agreement exceed ten thousand dollars (\$10,000) over the term of this Agreement.

Placing County, in consideration of COUNTY providing accommodations for its juvenile court wards, agrees to pay COUNTY and COUNTY agrees to accept the amount agreed upon in this Agreement. All Placing County wards accepted for placement and placed in the Facility shall receive the same accommodations and services as Facility juveniles in accordance with federal, state and local laws and regulations. The payment provided in the Agreement shall cover all costs with respect of the care and maintenance of the wards of Placing County, except for the following:

- (1) Costs of any hospital, medical, psychiatric services, surgical care or treatment, and pharmaceuticals. COUNTY is authorized to obtain emergency medical, dental, and mental health care for Placing County

wards without prior authorization. All other services must be pre-authorized by Placing County;

(2) Costs of dental care; and,

(3) Costs of transportation and maintenance.

Placing County shall be responsible for transportation and maintenance between Placing County and the Facility.

Placing County is responsible for transporting committed wards to and from the Facility except in circumstances involving life threatening injuries requiring emergency transportation to medical facilities, in which case the Department will transport.

TULARE COUNTY - Location of Juvenile Hall: Visalia, CA

Distance: Approximately 300 miles

The following summarizes the DRAFT scope of services and compensation for services that have been used with other Counties:

Services: PROVIDER COUNTY agrees to provide detention and/or commitment services in existing juvenile facilities for juvenile offenders as designated by RECIPIENT COUNTY, but subject to availability. The services shall include, without limitation, appropriate secure housing, food, clothing, schooling, counseling, and health and medical care. For purposes of this Agreement, "juvenile offender" shall mean any person under the age of 18 years subject to, or under the jurisdiction of, the Juvenile Court law as described in Welfare and Institutions Code §602.

Cost of Services: RECIPIENT COUNTY agrees to pay PROVIDER COUNTY the amount of **One Hundred Thirty-Five Dollars (\$135) per bed occupied by each juvenile offender, per day**, each and every day (or partial day) for the entire term of the agreement for such services.

Method of Payment: PROVIDER COUNTY shall invoice RECIPIENT COUNTY for such services monthly in arrears, and payment shall be made by RECIPIENT COUNTY within thirty (30) days of receipt of such invoice.

Responsibilities of Recipient County: RECIPIENT COUNTY shall be responsible to do the following:

(a) Transport, at its own cost and expense, such juvenile offenders as it shall designate for the services to be provided by PROVIDER COUNTY.

The juvenile offenders shall be transported to the juvenile facilities designated by PROVIDER COUNTY in accordance with reasonable procedures to which the parties shall mutually agree;

(b) Provide a copy of any Juvenile Court order required as to that juvenile offender, or a statement in form acceptable to PROVIDER COUNTY that such an order is not required;

(c) Reasonably avoid transporting juvenile offenders who have a communicable, contagious or infectious disease, or who require immediate medical care and attention;

(d) Provide a properly executed medical consent in form acceptable to PROVIDER COUNTY authorizing PROVIDER COUNTY to provide such medical care and treatment as may become necessary during the time that the juvenile offender is detained or committed in Tulare County;

(e) Comply with any and all legal requirements not directly involving the detention or commitment of the juvenile offender, including, without limitation, informing the juvenile offender of his or her legal rights, notifying parents and guardians, filing petitions, serving notices and arranging for court appearances;

(f) Comply with any and all legal requirements involving continued detention or commitment;

(g) In addition to the daily amount due under Section 2 hereof, reimburse PROVIDER COUNTY for the actual cost of any hospital, medical, surgical, or dental care for the juvenile offenders, other than first aid, except for periodic medical examinations which PROVIDER COUNTY shall provide at its own cost and expense;

(h) Promptly take delivery of any juvenile offender required to be released or otherwise returned by PROVIDER COUNTY to RECIPIENT COUNTY;

(i) Comply with eligibility requirements for the services.

Responsibilities of Provider County: PROVIDER COUNTY shall be responsible to do the following:

(a) Provide services for juvenile offenders from RECIPIENT COUNTY as provided in this Agreement;

(b) Provide periodic medical examinations for such juvenile offenders;

(c) Detain or commit and care for the juvenile offenders in the same manner as other similar juvenile offenders are detained or committed by PROVIDER COUNTY in its juvenile facilities;

(d) At the request of RECIPIENT COUNTY, make monthly written progress reports as to the juvenile offenders detained or committed under this Agreement.

The three (3) counties above have expressed interest in providing detention for Inyo County youth. The agreements/contracts have not been worked out, however an example of said agreements/contract have been provided.

Each alternative option will require Inyo County to transport the youth to and from their facilities. The three (3) counties listed above will give Inyo County a Northern option, with a smaller more rural type of population, and a Southern option for winter months. Tulare is another option that can be available during winter months. While Tulare is approximately 50 miles past Bakersfield, it is about half the size of Kern Juvenile Hall and fits the Inyo juvenile demographic better.

It should be noted that Tuolumne County is building a regional juvenile hall and has expressed interest in housing Inyo youth once it is completed, sometime in September 2016.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

46

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 2 p.m. Closed Session Informational

FROM: Probation Department

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Report to the Board of Supervisors describing the requirements and steps necessary to operate the Juvenile Hall as a "special purpose facility" (aka "weekend-only" facility)

DEPARTMENTAL RECOMMENDATION: Request Board receive the attached report describing the requirements and steps necessary to operate the Juvenile Hall as a "special purpose facility" and 2) provide direction to staff.

CAO RECOMMENDATION:

Based on the attached report, your Board may want to direct staff to prepare a formal notification to BSCC to change the designation of the Juvenile Center from a full-service juvenile hall to a special purpose juvenile hall that will be operated as a weekend-only juvenile hall and, perhaps, for 72-hour detention during the weekday, and bring the notification back to your Board for formal approval. As described in the report, due to the timeframes associated with pilot project designation (if necessary), the notification should be sent to BSCC sooner than later.

To ensure that BSCC has every opportunity to approve using the special purpose facility designation to operate a weekend-only juvenile hall, your Board could consider directing staff to ensure the formal notification provides information, in addition to minimum requirements, demonstrating the County's commitment to operating the weekend-only juvenile hall in exceedance of special facility designation requirements (e.g., a three (3) person per shift schedule, CORE trained staff, etc.).

Although based on the report, it appears that your Board could begin operating a weekend-only facility without changing the Juvenile Center's current full-service designation, as a back-up your Board could consider also directing staff prepare an application to operate the weekend-only juvenile hall under a pilot project designation. This would ensure no undue delays in seeking BSCC concurrence or designation for weekend-only juvenile hall operations.

SUMMARY DISCUSSION: At the Board's February 23, 2016 meeting, the Probation Department was directed to research and prepare a report describing the requirements and steps necessary to operate the Juvenile Hall as a "special purpose facility" (aka "weekend-only" facility).

Please find attached the report describing the requirements and steps to operate a special purpose facility. Please note the 96-hour special facility designation refers to, and limits the amount of time that a juvenile can be detained in the juvenile hall to 96-hours.

A second report, describing options for providing a 72-hour detention placement, will also be presented at today's meeting.

ALTERNATIVES:

The CAO does not recommend the option to operate the juvenile hall as a weeknd-only facility but maintaining the full service juvenile hall designation. This alternative does not provide sufficient distinction and assurances that the County would not find itself in a situation of needing to provide something akin to current staffing levels to respond unforeseen detentions and sentences in excess of 96-hours. As noted in the report, this could

“create an impression of “business as usual” whereby detained youth are sent to the juvenile hall for up to 96-hours because it is a convenient option, and the Courts could sentence youth to be detained in the juvenile hall for longer than 96-hours. Either possible consequence as a result of not changing the juvenile hall’s designation could result in the need for additional staff resources (more along the lines of today’s status quo) that could not be planned for in advance and make scheduling staff for other juvenile services challenging.”

OTHER AGENCY INVOLVEMENT: Board of State Community Corrections (BSCC). Inyo County Personnel Office and Budget Office.

FINANCING: N/A

<u>APPROVALS</u>	
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: 3/29/16



Report and Analysis of Weekend Commit Program

Prepared By:

Jeffrey L Thomson
Chief Probation Officer

April 5, 2016

Introduction

Over the past several years the population of the Inyo County Juvenile Detention Center has declined. According to the Board of State and Community Corrections Juvenile Detention Survey, in 2014 the average daily population (ADP) was approximately 5 and in 2015 it was 4.

Inyo County Probation data show that most youth arrested and detained at the Juvenile Center were either released by the Probation Officer or released by the court at initial hearing. The majority of youth on probation did not receive a Juvenile Center commitment as a result of the crime that placed them on probation. Rather, Juvenile Center commitments arose out of future probation violations, indicating a trend towards using alternative sanctions and more therapeutic methods to address delinquent behavior. That being said, most youth committed to custody tended to be the higher risk youth on the Probation caseload with greater risk factors (family dysfunction, criminally oriented parents and peers, substance abuse). The trend towards utilizing the Juvenile Center more as a treatment facility and/or a short term commitment facility (something similar to flash incarceration) arose out of changing state law, changes in Probation Department policy with the use of evidence based practices, and related culture changes in juvenile justice with respect to evidence based practices.

As a result of declining numbers at the Juvenile Center the desirability of operating a 24/7 juvenile detention facility has come into question.

Juvenile Facility Designations

In an effort to utilize County facilities in the most efficient and effective manner, the Inyo County Probation Department will provide three (3) options to further explore.

Option 1. **Special Purpose Juvenile Hall** - "Special purpose juvenile hall" means a county facility used for the temporary confinement of a youth, not to exceed 96 hours, prior to transfer to a full service juvenile facility or release.

According to the Board of State and Community Corrections the Inyo County Probation Department will have to provide formal notice to BSCC to change the designation from a full service juvenile hall to a special purpose juvenile hall. The notice will provide the BSCC the effective date of change. Upon designation the Inyo County Juvenile Center would only be available for 96 hour or shorter temporary confinement of youth.

In addition, special purpose juvenile halls shall comply with all Title 15 regulations **except** the following:

1322(c) Child Supervision Staff Orientation and Training - Prior to assuming primary responsibility for supervision of minors, each child supervision staff member shall successfully complete the requirements of the Juvenile Corrections Officer Core Course pursuant to Penal Code Section 6035.

1370 School Program
1415 Health Education
1464 Food Services Manager
1481 Special Clothing
1488 Hair Care Services

With a special purpose designation it is not clear from BSCC whether or not the facility could be used for a weekend commit program. This seems to be due to concerns that the regulations pertaining to special purpose facility designation did not contemplate reoccurring placements up to 96-hours (as could happen with a weekend-only facility) but rather rolling 96-hour placements. Clarification is forthcoming from BSCC and will be provided to the Board of Supervisors.

If the County moves forward with providing formal notice for special purpose designation to operate a weekend-only juvenile hall, it may be useful to emphasize the County will continue to operate the special purpose facility over-and-above the governing regulations by providing details, such as are contained in this report, (e.g., schedules, CORE Training for at least one staff person per shift, extra staff, etc.) demonstrating that the County's intent to continuing operating the juvenile hall in alignment with regulations for a 24/7 facility.

A special purpose juvenile hall would be used in conjunction with out-of-county programs for juveniles who are ordered to complete long term secure detention commitment programs as well as the alternative sentencing programs, discussed at the end of this report, that are already being utilized by the Probation department for those juveniles who can be safely maintained in the community.

Option 2. **Pilot Project** – "Pilot project" means an initial short-term method to test or apply an innovation or concept related to the operation, management or design of a juvenile facility, jail or lockup pursuant to an application to, and approval by, the Board of State and Community Corrections.

Title 15 Regulations allow for:

(a) The Board may, upon application of a city, county or city and county, grant pilot project status to a program, operational innovation or new concept related to the

operation and management of a local juvenile facility. An application for a pilot project shall include, at a minimum, the following information:

- (1) the regulations which the pilot project shall affect;
- (2) any lawsuits brought against the applicant local juvenile facility, pertinent to the proposal;
- (3) a summary of the "totality of conditions" in the facility or facilities, including but not limited to:
 - (A) program activities, exercise and recreation;
 - (B) adequacy of supervision;
 - (C) types of minors youth affected; and,
 - (D) classification procedures.
- (4) a statement of the goals the pilot project is intended to achieve, the reasons a pilot project is necessary, and why the particular approach was selected;
- (5) the projected costs of the pilot project and projected cost savings to the city, county, or city and county, if any;
- (6) a plan for developing and implementing the pilot project including a time line where appropriate; and,
- (7) a statement of how the overall goal of providing safety to staff and minors youth shall be achieved.

(b) The Board may consider applications for pilot projects based on the relevance and appropriateness of the proposed project, the applicant's history of compliance/non-compliance with regulations, the completeness of the information provided in the application, and staff recommendations.

(c) Within 10 working days of receipt of the application, Board staff shall notify the applicant, in writing, that the application is complete and accepted for filing, or that the application is being returned as deficient and identifying what specific additional information is needed. This does not preclude the Board members from requesting additional information necessary to make a determination that the pilot project proposed actually meets or exceeds the intent of these regulations at the time of the hearing. When complete, the application shall be placed on the agenda for the Board's consideration at a regularly scheduled meeting. The written notification from the CSA Board to the applicant shall also include the date, time and location of the meeting at which the application shall be considered.

(d) When an application for a pilot project is approved by the Board, the Board staff shall notify the applicant, in writing within 10 working days of the meeting, of any conditions included in the approval and the time period for the pilot project. Regular progress reports and evaluative data on the success of the pilot project in meeting its goals shall be provided to the Board. The Board may extend time limits for pilot projects for good and proper purpose.

(e) If disapproved, the applicant shall be notified in writing, within 10 working days of the meeting, the reasons for said disapproval. This application approval process may take up to 90 days from the date of receipt of a complete application.

(f) Pilot project status granted by the Board shall not exceed twelve months after its approval date. When deemed to be in the best interest of the applicant, the Board may extend the expiration date. Once a city, county, or city and county successfully completes the pilot project evaluation period and desires to continue with the program, it may apply for an alternate means of compliance. The pilot project shall be granted an automatic extension of time to operate the project pending the Board consideration of an alternate means of compliance.

According to the BSCC the project that Inyo County is looking to implement is an innovative solution to the growing problem facing small and some medium sized counties across the state.

As juvenile crime rates drop and the use of evidenced based practices including assessments has grown, the need for long term detention beds has declined. For many small counties who have juvenile detention facilities, the declining numbers have made operating 24/7 facilities less feasible.

The idea of using an existing facility for weekend type commits as well as utilizing the existing facility for detention of youth delivered by law enforcement agencies would be considered a solution that could be categorized as a pilot project. This potential solution has not been implemented anywhere in the state before.

If the County applies for special purpose facility designation to operate a weekend-only juvenile hall, and BSCC does not approve the designation, the pilot project designation would be another way to operate a weekend-only juvenile hall. Submitting an application for a pilot project could be a fall-back strategy if the County applies and does not receive special purpose facility designation.

Option 3. **Full Service Juvenile Hall** - "Juvenile hall" means a county facility designed for the reception and temporary care of minors youth detained in accordance with the provisions of this subchapter and the juvenile court law.

The County could consider not applying to BSCC for an alternative facility designation (e.g., special purpose or pilot project) and operate the Juvenile Center under its current designation of a full service juvenile hall.

Title 15 regulations do not address the need to keep a juvenile hall staffed 24/7. The regulations provide only for minimum staffing levels for the number of youth in the facility. If there are no youth, then there do not need to be staff on. Title 15 does require that staff be available in the event youth are detained.

Maintaining the designation of a full service juvenile hall does require full compliance of Title 15 regulations, there no exceptions as those allowed with a special purpose designation. For example, all staff would be (existing and new hires) would be required to have costly CORE Training which is not the case with a special purpose facility.

However, this is not a concern due to the fact that currently the Juvenile Center is in full compliance of Title 15 regulations as reported by the BSCC.

This would allow greater flexibility in that there would be no need to provide notice of a change of designation, and there would be no need to apply for a pilot project. However, it might also create an impression of "business as usual" whereby detained youth are sent to the juvenile hall for up to 96-hours because it is a convenient option, and the Courts could sentence youth to be detained in the juvenile hall for longer than 96-hours. Either possible consequence as a result of not changing the juvenile hall's designation could result in the need for additional staff resources (more along the lines of today's status quo) that could not be planned for in advance and make scheduling staff for other juvenile services challenging.

Maintaining full service designation would provide the County with the ability to resume 24/7 operations in the future without notification to the BSCC, if ever needed. However, the need to provide notice to resume 24/7 should not be seen as a reason not to pursue other designations so long as the juvenile center is never closed, which would require compliance with all new Title 15 regulations.

Weekend Commit Program

Staffing Requirements:

Minimum staffing requirements for a weekend commit program is two (2) full time staff. Title 15 regulations requires at least two wide-awake youth supervision staff members on duty at all times, regardless of the number of youth in detention, unless an arrangement has been made for backup support services which allow for immediate response to emergencies; and at least one youth supervision staff member on duty who is the same gender as the youth housed in the facility, unless an arrangement has been made for immediate same gender supervision. In effect, there needs to be one male and one female staff on duty at all times.

An example of a minimum staffing schedule follows:

Staff	Thu	Fri	Sat	Sun	Mon	Tue	Wed
1. Super		D-1100-2300	D-1100-2300	D-1100-2300			
2. Staff		D-1100-2300	D-1100-2300	D-1100-2300			
1. Super		N-2300-1100	N-2300-1100	N-2300-1100			
3. Staff		N-2300-1100	N-2300-1100	N-2300-1100			

Under this minimum two staff per shift scenario, it is anticipated that existing full time staff assigned to other duties could be used to cover any unforeseen absences or for approved time off. However, there may be a need to have additional part-time staff available.

In order to safely operate a weekend commit program, provide for robust programming, and have the ability to accept new intakes, it is recommended that the juvenile hall be staffed with three (3) staff per shift, instead of the required two (2) staff per shift. This would result in the need 5-6 full time staff, working three 12 hour shifts.

An example of the schedule follows:

Staff	Thu	Fri	Sat	Sun	Mon	Tue	Wed
4. Super #1		D-1100-2300	D-1100-2300	D-1100-2300			
5. Staff #1		D-1100-2300	D-1100-2300	D-1100-2300			
6. Staff #2		D-1100-2300	D-1100-2300	D-1100-2300			
7. Super #2		N-2300-1100	N-2300-1100	N-2300-1100			
8. Staff #3		N-2300-1100	N-2300-1100	N-2300-1100			
9. Staff #4		N-2300-1100	N-2300-1100	N-2300-1100			

The desirability for 3 staff on per shift arises, in part, out of the fact that the Juvenile Center will be available for detention intakes during the weekend hours, thereby eliminating the need provide funding for an on-call rotation for Fridays, Saturdays, and Sundays.

In addition, it is anticipated that part of the programming on the weekends will include a community restorative justice model where the youth will be participating in community service throughout the County. There could be times that not all youth will be allowed to participate in some events and woul need to remain in the Juvenile Center. Three staff persons will allow for flexibility in the supervision of the youth.

Another benefit of having 3 staff per shift is the ability to have flexibility for time off both anticipated and unforeseen. The law requires a minimum of 2 staff on per shift.

While Title 15 regulations don't require staff to have successfully completed the requirements of the Juvenile Corrections Officer Core Course pursuant to Penal Code Section 6035, the current staff have completed the required training.

For the purposes of a weekend commit program we should have at least one (1) staff on per shift who has completed CORE training. This may have some long term costs

associated with it due to the attrition in the future, however it would be good policy going forward.

Personnel Costs:

The estimated cost of personnel required to operate a weekend commit program is as follows:

6 x Group Counselor II, Step E (based on 40 hrs./week, including benefits):
\$554,244/year

A-Par P/T GCII, Step E: \$25.67/hr.

Programs Available:

The weekend commit program would not be a punitive only model. Current Group Counselors are highly trained and extremely skilled in providing individual and group programming to the youth they supervise. While in the weekend commit program youth can be expected to receive many hours of the same programming youth receive currently including but not limited to:

- Cognitive Behavioral Programming [Aggression Replacement Training (ART), Moral Reconciliation Therapy (MRT), Motivational Interviewing, Effective Practices In Community Supervision, Journaling]
- Community Service
- Education Services – tutoring, homework club
- Alcohol and Substance Abuse programs
- Religious Services
- Recreation
- Life Skills

Transportation:

Depending on how juveniles services are ultimately be configured, it may be necessary to provide transportation might be needed to and/or from the weekend commit program and the Area Resource Center. For example, staff could pick up youth from 2 locations (North County and South County) on Fridays after school and transport them to the Juvenile Center in Independence. Staff could then transport youth directly to their schools on Monday morning.

The Juvenile Center currently has 2 transport vehicles available to cover the transportation needs.

- Transportation costs to and from weekend commit program: Estimated based on current Enterprise rental agreement at .69/mi + estimated 202 miles/week: \$7,500 annually.
- Fuel Costs: estimated at \$2.25/gal. and MPG at 15 mi.: \$1,600
- Total Costs for transportation **only** to and from the weekend commit program: **\$9,100 annually**

Either part time staff or full time staff assigned to the Area Resource Center or other duties in the Probation Department, could be available to provide transportation.

Intake Process:

The intake process would remain the same as it is currently. There would need to be medical staff available to provide a medical screen upon intake.

Title 15 Intake Health Screen requirements:

For adjudicated youth who are confined in any juvenile facility for successive stays, each of which totals less than 96 hours, the responsible physician shall establish a policy for a medical evaluation and clearance. If this evaluation and clearance cannot be completed at the facility during the initial stay, it shall be completed prior to acceptance at the facility. This evaluation and clearance shall include screening for tuberculosis.

The health examination may be modified by the responsible physician, for youth admitted with an adequate examination done within the last 12 months, provided there is reason to believe that no substantial change would be expected since the last full evaluation. When this occurs, health care staff shall review the intake health screening form and conduct a face-to-face interview with the youth.

Upon Court order to serve a weekend commit, the youth will be directed to Public Health in order to receive a medical evaluation and clearance. Upon arrival to the facility, the Public Health Nurse will provide the required face-to-face interview with the youth.

Other Operational Costs:

Assuming all operations of a weekend commit program will adhere to the same Title 15 Minimum Standards for Juvenile Facilities regulations as the current operations do.

Operating costs are conservatively estimated by total operating cost of Juvenile Center (\$1.5 million), less current salaries (\$1.2 million) divided by 2 (Friday, Saturday, Sunday, Monday): \$150,000/year.

It should be noted that as long as the current facility is being used on a part time basis, all of the infrastructure costs will remain the same as a facility that is open on a full time basis. Electricity, water, HVAC, maintenance, and all fire, life, and safety systems will have to remain operational.

Alternative Sanctions:

The weekend-only juvenile hall would be used in conjunction with the County maintaining out-of-county placements contracts for long-term (and possibly weekday) commitments.

Additionally, it is envisioned that the weekend-only juvenile hall would be operated in conjunction with an Area Resources Center.

And, as a supplemental supervision tool for youth who are committed to the weekend commit program or other youth who need intensive supervision during the week, the Probation Department has the Electronic Monitoring Program available that includes:

- House Arrest – RF electronic monitoring to detain a youth in his/her home during hours not in school, work, or counseling. Custody credits will be given.
- GPS monitoring – to be used as a supervision tool only. This will allow the Probation Officer to know where the youth is at all times. No custody credits will be given.
- SCRAM – alcohol monitoring supervision tool to deter the use of alcohol. The Probation Officer will be alerted of any alcohol use above .02%. No custody credits given.

EMP Costs: It is anticipated that the Probation Department would be responsible for the cost of placing a youth on electronic monitoring as an alternative to detention.

- | | |
|-----------------------------|-----------------------------------|
| • House Arrest - \$3.60/day | Example: 30 day commit - \$108.00 |
| • GPS - \$6.50/day | \$195.00 |
| • SCRAM - \$9.00/day | \$270.00 |

Summary

As a result of declining numbers of youth detained or committed to the Inyo County Juvenile Center, a Weekend Commit Program will be explored in an effort to use valuable county resources in the most fiscally as well as socially responsible manner.

As the Probation Department continues to implement best practices and more intensive case management services for at-risk youth, it is anticipated that juvenile caseloads as well as juvenile crime rates will continue to decline.

However, the Probation Department is only one partner in the criminal justice system that can affect the disposition of at-risk youth. Law Enforcement agencies throughout the county are the gateway for a youth who breaks the law to enter the system. The District Attorney's office determines whether or not a youth continues through the system and the Courts ultimately make the orders that determine whether or not a youth is to be removed from his/her home and how long that removal will be.

While moving toward a part time, weekends only commit program can be a solution for the declining numbers of youth detained and the costs associated with operating a 24/7 Juvenile Center, there will be many factors to consider as a result of not having a 24/7 option available for youth who are arrested and in need of detention for the protection of the community or the protection of the youth.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

47

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 2 p.m. Closed Session Informational

FROM: Probation Department

FOR THE BOARD MEETING OF: April 5, 2016

SUBJECT: Report to the Board of Supervisors describing options for 72 –Hour Detention Placement of youth in compliance with State Law

DEPARTMENTAL RECOMMENDATION: Request Board receive the attached report describing the options for 72 –Hour Detention Placement of youth in compliance with State Law and 2) provide direction to staff.

CAO RECOMMENDATION:

Chief Thomson has provided a report describing two placement alternatives for 72-detention of youth: one utilizing the County's Juvenile Center; and, one transporting youth determined to be in need of detention to an out-of-county facility. Both rely on paying on-call and call-out pay to staff to respond to after-hour calls for determinations on the disposition of the youth and, if it is determined that the youth should be detained, transport and supervise the youth (at the Juvenile Center) or transport the youth to an out-of-county facility.

It is important to note that these options are not mutually exclusive and, to the extent the County were to maintain a weekend-only juvenile hall AND out-of-county placement contracts, could be used interchangeably. Neither option would need to be implemented unless the Juvenile Center ceases its current 24/7 full service operations, and out-of-contract placement options are in place.

Since the options presented by the Probation department are not mutually exclusive, and are not dissimilar in cost (depending on variables), should your Board ultimately decide to convert the Juvenile Center to a weekend-only facility and utilize out-of-county placement contracts for longer term commits, it is recommended that, at that time, your Board direct staff utilize both 72-hour detention options based on circumstances, and keep records of the occurrences and provide periodic reports that analyze trends in use of each option and associated actual costs.

SUMMARY DISCUSSION: At the Board's February 23, 2016 meeting, the Probation Department was directed to research and prepare a report describing the options for providing 72-hour detention placement of juveniles determined to be in need of detention. .

The attached report describes options for providing 72-hour detention in compliance with State law.

A second report, describing the requirements and steps to operate the Juvenile Center as a weekend-only facility, will also be presented at today's meeting.

ALTERNATIVES:

Other options for providing 72-hour holds can be explored if those presented in the report are not acceptable to your Board. However, the options presented appear cost effective and are the most readily available at this time.

OTHER AGENCY INVOLVEMENT: Inyo County Personnel Office and Budget Office.

FINANCING: N/A

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: 3/29/16

Report on Options for Detention of Youth (72-holds) Pursuant to California Law

Introduction

In California, according to California Department of Justice data, juvenile crime rates have declined steadily since 2006. Inyo County's declining juvenile crime rates appear to be a direct reflection of this trend, which appears to have also had a direct impact on enforcement strategies within law enforcement. Youth do not appear to be, "out there," as much as they were in the 1990s and early 2000s. This could be directly related to how youth tend to socialize in the present era, specifically through social media. Anecdotally, we can say that referrals to Juvenile Probation have increasingly involved delinquency occurring at or in close proximity to schools, or within the home and frequently involving more status types of offenses such as incorrigible behavior and runaway, although it is notable that status offenses have also steadily declined in California.

The implementation of evidence based practices appears to have been the single, largest policy change that has impacted juvenile justice in Inyo County. In 2009, the Probation Department implemented a validated risk assessment, with the Best Practices Approach Initiative (BPAI) grant and officers trained in evidence based skillsets soon to follow. Combined, these tools have allowed officers to screen out lower risk youth, engage in brief, directed interventions with those youth and their families without any ensuing form of supervision. Past practice involved referring most minors to the District Attorney for the filing of juvenile wardship petitions, with minors not referred being placed on informal probation by the Department. Put simply, if you walked through the door of probation on a referral, you could expect at minimum to walk out on probation. In the past, officers spent the vast majority of their time engaging in duties specifically related pre-disposition investigations and supervision of large caseloads, which included out of home placement. In the present, officers spend the majority of their time engaged in the supervision and case management of high risk/high needs cases, the intended outcome of evidence based practices. By handling cases on the front-end with risk and needs assessments, and doing a much better job in the case management of formal cases less juveniles have been detained in the Juvenile Center.

The declining juvenile crime rate will likely not change. It is more likely that it will stabilize at or near its current rate. While juvenile crime is often cyclical, even a spike would not increase the current caseloads to where they were in the 1990s and early 2000s.

However, according to State Law the Probation Department is required to take custody of any youth who has been delivered by a peace officer for the commission of a crime or any other circumstance in which the peace officer believes that the youth is a danger to themselves or others. This gives rise to the need to be able to immediately detain youth, up to 72-hours.

State Requirements

ARTICLE 15. Wards—Temporary Custody and Detention [625 - 641]
(*Heading of Article 15 renumbered from Article 6 by Stats. 1976, Ch. 1068.*)

626.

An officer who takes a minor into temporary custody under the provisions of Section 625 may do any of the following:

(a) Release the minor.

(b) Deliver or refer the minor to a public or private agency with which the city or county has an agreement or plan to provide shelter care, counseling, or diversion services to minors so delivered. A placement of a child in a community care facility as specified in Section 1530.8 of the Health and Safety Code shall be made in accordance with Section 319.2 or 319.3, as applicable, and with paragraph (8) or (9) of subdivision (e) of Section 361.2, as applicable.

(c) Prepare in duplicate a written notice to appear before the probation officer of the county in which the minor was taken into custody at a time and place specified in the notice. The notice shall also contain a concise statement of the reasons the minor was taken into custody. The officer shall deliver one copy of the notice to the minor or to a parent, guardian, or responsible relative of the minor and may require the minor or the minor's parent, guardian, or relative, or both, to sign a written promise to appear at the time and place designated in the notice. Upon the execution of the promise to appear, the officer shall immediately release the minor. The officer shall, as soon as practicable, file one copy of the notice with the probation officer. The written notice to appear may require that the minor be fingerprinted, photographed, or both, upon the minor's appearance before the probation officer, if the minor is a person described in Section 602 and he or she was taken into custody upon reasonable cause for the commission of a felony.

(d) Take the minor without unnecessary delay before the probation officer of the county in which the minor was taken into custody, or in which the minor resides, or in which the acts take place or the circumstances exist which are alleged to bring the minor within the provisions of Section 601 or 602, and deliver the custody of the minor to the probation officer. The peace officer shall prepare a concise written statement of the probable cause for taking the minor into temporary custody and the reasons the minor

was taken into custody and shall provide the statement to the probation officer at the time the minor is delivered to the probation officer. In no case shall the officer delay the delivery of the minor to the probation officer for more than 24 hours if the minor has been taken into custody without a warrant on the belief that the minor has committed a misdemeanor.

In determining which disposition of the minor to make, the officer shall prefer the alternative which least restricts the minor's freedom of movement, provided that alternative is compatible with the best interests of the minor and the community.

(Amended by Stats. 2013, Ch. 21, Sec. 10. Effective June 27, 2013.)

In order to comply with California State Law, the Inyo County Probation Department must be prepared to take a youth into custody at any given time. While not all youth who are arrested or are delivered by a peace officer to the probation officer will be detained and require overnight detention, the probation officer will have to be prepared to take custody of the youth and determine the disposition of the youth.

Currently, this often results in youth detained by the Sheriff's Office or Police Department (or the Probation department) after hours being delivered to the juvenile hall for overnight detention until the determination and disposition of the youth is ascertained the next morning.

If a 24/7 Secure Juvenile Detention Facility is not available, and the alternatives contemplated in this report employed, the determination of a disposition will have to be completed in field by a Probation Officer (who would be on-call for after-hours determinations).

- If a youth is arrested by a peace officer and he/she is delivered to the probation officer, the probation officer on duty will make the determination of whether or not the youth will require detention.
- If the youth can be safely maintained in his/her home or other home in the community, the youth will be cited and released pending court hearing or other disposition.
- If the youth cannot be safely maintained in the community and detention is necessary pending court hearing, the youth will be transported to a holding facility.
- For misdemeanor charges, the DA has 24 Hours to file a petition. The youth can be held up to 48 hours, from the time arrested, in detention without a court order. Excluding all non-judicial days (Holidays, Saturdays and Sundays).

- For felony charges, the DA has 48 hours to file a petition. The youth can be held up to 72 hours, from the time arrested, in detention without a court order. Excluding all non-judicial days (Holidays, Saturdays and Sundays).

Detention Options

The following analysis will look at several options and costs associated for the probation officer to be compliant with California State Law.

All of the following scenarios and cost analysis will make the assumption that the Probation Department will have existing staff – currently Group Counselors, but whose job titles could change to a modified but corresponding job descriptions such as Probation Corrections Counselors (PCC) or a similar title - at their current salaries, to manage the staffing requirements to safely supervise a youth who has been arrested and is in need of secure detention prior to a court hearing. For the sake of uniformity, this report will refer to this class of employee as Probation Corrections Counselors (PCC) although the ultimate job title could be something else.

Another assumption is that detention of a youth will be made the highest priority and the use of a PCC to either supervise or transport a detained youth will be made a priority over scheduled programs or services.

Youth Arrested and Delivered to the Probation Officer – *With Weekend Commit Program*

Monday – Friday during working hours (8:00 a.m. – 5:00 p.m.)

- Deputy Probation Officer on duty will handle the determination of detention or other disposition.
- 2 Probation Corrections Counselors will be available in case the need for detention is determined.
- Youth will be transported to the Inyo County Juvenile Center in Independence pending court hearing.
- 2 PCC will remain with the youth while the youth is in detention.

Cost analysis:

Existing staff will be used to provide care and custody to a youth who has been arrested and is in need of detention.

Monday – Thursday after working hours (5:00 p.m. – 8:00 a.m.)

In order to insure that personnel are available to handle calls after-hours, it would be recommended to implement an on-call rotation for both probation officers and probation corrections counselors. Currently, the Probation Department does not implement an on-call rotation.

- An on-Call (new stand-by) DPO will handle the determination of detention or other disposition. DPO will either respond to scene or make a determination via phone.
- 1 on-call PCC will respond to scene to take custody of youth from peace officer while determination of disposition is made by DPO.
- If youth is in need of detention, a second on-call PCC will either respond to the scene (depending on location) or report to the Inyo County Juvenile Center to prepare the facility for intake.
- 2 PCC will remain with the youth while the youth is in detention.

Cost analysis:

1 DPO on-call 5 days @ \$35/day + 2 days @ \$50/day: **\$275 per week**

- If called out, minimum of 2 hrs @ 1.5 x \$49.67 (\$74.51/hr):
\$149.01 per call out

2 PCC on-call 4 days @\$35/day: **\$280.00 per week**

- If called out, 1 PCC minimum of 2 hrs. @1.5 x \$44.41 (\$66.62/hr):
\$133.23 per call out
- If detention is needed a 2nd PCC will be required: 2 PCC will cost:
Up to \$1998.60 for times between 5:00 p.m. to 8:00 a.m.

**Total Salary Cost for detention of youth after hours (5:00 p.m. – 8:00 a.m.):
Up to \$2,147.61 per 15-hour period not including weekly on-call pay for
DPO and PCC.**

For a youth to remain in custody during working hours it will require 2 PCC per shift @ \$44.41/hr each.

A 24 hour detention will require 4 PCC working two 12 hour shifts for a cost of approximately: **\$2,131.68**

Friday – Sunday after working hours

- An on-Call (new stand-by) DPO will handle the determination of detention or other disposition. DPO will either respond to scene or make a determination via phone.
- If detention is needed, peace officer will transport the youth to Inyo Juvenile Center.
- 2 PCC may need to be available if youth is held over on detention from Court on Monday.

Cost analysis:

If youth is held over for detention, 2 PCC will be required for the time the youth is in custody: A 24 hour detention will require 4 PCC working two 12 hour shifts for a cost of approximately: **\$2,131.68**

**Youth Arrested and Delivered to the Probation Officer –
*Without Weekend Commit Program available but facility still available***

The same procedures and costs would be followed with the exception of needing to detain a youth during the weekend hours for minimum of 63 hours if detention is needed.

Cost analysis: 63 hours for 2 PCC @ **\$5,595.66**

It should be noted that even if the Inyo County Juvenile Center facility is not available, these staffing requirements and costs will remain the same if a juvenile is detained in the County. Costs of transporting youth to an out-of-county 72-hour detention are described below.

Alternatives:

Due to legal requirements the only alternative to supervising a youth with Inyo County Probation staff pending court hearing, is to transport the youth to the nearest detention facility in which Inyo County has signed agreements in place with.

Since juvenile crime rates across the State have seen a decline as well as the reduced need for juvenile hall beds in most counties, the ability to find a juvenile hall with available beds is likely.

It is anticipated that the County will enter into agreements with a number of neighboring counties to provide the most flexibility in finding detention and/or commitment beds for Inyo youth.

Kern County and Tulare County have provided beds in the past.

The following alternatives will be based on the assumption that the out-of-county facility used for analysis will be the Kern County Juvenile Hall located in Bakersfield, California.

Youth Arrested and Delivered to the Probation Officer – Youth to be transported to an out-of-county detention facility

Monday – Friday during working hours (8:00 a.m. – 5:00 p.m.)

- DPO on duty will handle the determination of detention or other disposition.
- 1 PCC will be available in case the need for detention is determined.
- Youth will be transported to the Kern County Juvenile Hall pending court hearing.

Cost analysis:

Existing staff will be used to provide transport to the Kern County Juvenile Hall. However, there will be some overtime cost incurred for the 10 hour round trip to Bakersfield.

If a youth is detained, the cost for bed ranges \$90 - \$135 per day in an out-of-county facility. In addition, a youth can expect on average 3 court appearances to resolve his/her arrest. The following are the legal requirements for court hearings (excluding non-judicial days)

Detention – within 48-72 hours

Jurisdiction (trial) – within 15 days of detention
Disposition (sentencing) – within 10 days of jurisdiction

If a youth remains in custody for the entire time it takes to get through the Court system, the number of days could be up to 27 days.

Additional costs for pre-dispositional detention:

27 days @ \$100/day to detain a youth out-of-county: \$2,700
1 ten hour round trip to Bakersfield: \$441.10 x 3 avg. number of hearings:
\$1,332.30
Transport vehicle costs @ .69/mi x 454 miles x 3: \$939.78
Fuel Costs: estimated at \$2.25/gal. and 25 MPG. X 3: \$122.58

Total additional costs, per detention, if used: **\$5,094.66**

Minimum cost for detention in out-of-county facility: 2 round trip/2 days detained costs: \$200 (bed) + \$888.20 (salary) + \$626.52 (mileage) + \$81.72 (fuel):
\$1,796.44

Youth Arrested and Delivered to the Probation Officer –

Youth to be transported to an out-of-county detention facility

Bed Costs for out-of-county facility can range from \$70 - \$150 per bed per day

Monday – Sunday after working hours

- On-Call (stand-by) DPO will handle the determination of detention or other disposition. DPO will either respond to scene or make a determination via phone.
- 1 on-call PCC will respond to scene to take custody of youth from peace officer while determination of disposition is made by DPO.
- If youth is in need of detention, PCC will transport the youth to Kern County Juvenile Hall or other county facility.

Cost analysis:

1 DPO on-call 5 days @ \$35/day + 2 days @ \$50/day: \$275/wk

- If called out, minimum of 2 hrs @ 1.5 x \$49.67 (\$74.51/hr):
\$149.01

1 PCC on-call 5 days @ \$35/day + 2 days @ \$50/day: \$275/wk

- If called out, 1 PCC minimum of 2 hrs. @1.5 x \$44.41 (\$66.62/hr):
\$133.23
- If detention is needed 1 PCC minimum of 10 hrs. @1.5 x \$44.41
(\$66.62/hr): \$666.20

Total Salary Cost for the out-of-county detention of youth after hours (5:00 p.m. – 8:00 a.m.): Minimum \$815.21, not including weekly on-call for DPO and PCC.

All transportation costs and court hearing requirements will remain the same as the cost during working hours.

Additional costs for weekend detention will be due to extra number of bed days that are required prior to a youth going to court. The additional cost could include an extra 3 days in detention pending court hearing if youth is arrested on a Friday. In addition, if a youth is arrested and detained on a Friday, a guaranteed round trip back to Bakersfield will be added.

- 1 DPO on-call 5 days @ \$35/day + 2 days @ \$50/day: \$275/wk
- If called out, minimum of 2 hrs @ 1.5 x \$49.67 (\$74.51/hr): \$149.01
- 1 PCC on-call 5 days @ \$35/day + 2 days @ \$50/day: \$275/wk
- 1 round trip after hours to Bakersfield: \$666.20 (OT salary) + \$313.26 (mileage) + \$40.86 (fuel): \$1020.32
- 1 planned round trip to Bakersfield: \$444.10 (regular salary) + \$313.26 (mileage) + \$40.86 (fuel): \$798.22
- 3 days in detention @ \$100/day: \$300.00

Total cost for detention on the weekend: **\$2817.55**

Staffing Needs

It is anticipated that the current authorized and filled positions for the Juvenile Center budget will remain the same. However, in order to maintain these positions some changes of some job duties and other factors will be required. Therefore, the Personnel

Office will meet and confer with the Inyo County Probation Officers Association regarding any changes in job descriptions and/or duties and job titles.

The number of staff needed to operate a weekend commit program is estimated between 4-6 full time staff with additional staff (e.g., existing APAR staff, or staff assigned to an Area Resource Center) possibly being necessary to fill in any gaps created by sick leave, vacation, or other time off. The additional staff would be utilized in providing field services whether that is at an Area Resource Center, in an educational setting such as a court school or public school, or as transportation officers. They would also be used when a juvenile is detained and in need of short term detention supervision.

There would be a slight cost savings due to the elimination of two (2) vacant full time group counselor positions currently budgeted.

In addition, staffing levels would be continually evaluated for effectiveness when attrition occurs.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

48

Consent Departmental Correspondence Action Public Hearing
 Scheduled Time Closed Session Informational

FROM: Water Department

FOR THE BOARD MEETING OF April 12, 2016

SUBJECT: Correspondence from Big Pine Paiute Tribe concerning consultation on County activities related to the Sustainable Groundwater Management Act

DEPARTMENTAL RECOMMENDATION:

The Water Department requests your Board consider the attached reply to the Big Pine Paiute Tribe of the Owens Valley concerning the Tribe's request for consultation on any County actions related to the Sustainable Groundwater Management Act.

SUMMARY DISCUSSION:

Attached is a letter from Shannon Romero, Tribal Chairwoman for the Big Pine Paiute Tribe, requesting consultation between the Tribe and Inyo County on any County actions related to the California Sustainable Groundwater Management Act (SGMA). A draft response is attached suggesting that Water Department staff contact Tribal staff to discuss County activities related to SGMA.

OTHER AGENCY INVOLVEMENT:

Big Pine Paiute Tribe, Planning Department

FINANCING:

N/A

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: N/A	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: N/A	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:

3/28/2016



BIG PINE PAIUTE TRIBE OF THE OWENS VALLEY

Big Pine Paiute Indian Reservation

P.O. Box 700 · 825 SOUTH MAIN STREET · BIG PINE, CA 93513
(760) 938-2003 · FAX (760) 938-2942 www.bigpinepaiute.org

SHANNON D. ROMERO
TRIBAL CHAIRWOMAN

March 11, 2016

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

Subject: Tribal Request for Consultation regarding CA Sustainable Groundwater Management Act

Dear Inyo County Supervisors:

The Tribe respectfully requests consultation concerning any actions considered by the County of Inyo with regard to California's new Sustainable Groundwater Management Act (SGMA). This includes, but is not limited to, modifications to basin boundaries, formation of Groundwater Sustainability Agencies (GSAs), and development of Groundwater Sustainability Plans (GSPs). In addition, the Tribe requests consultation regarding communications with and annual reporting to the state of California for compliance with the County of Inyo's position that portions of the basin be treated as an adjudicated area.

The Tribe has repeatedly raised concerns about the lack of sustainable water management in Owens Valley. The City Los Angeles (LA) Department of Water and Power tapped into the Owens River basin in the early twentieth century and diverted all of the valley's surface water, which, of course, resulted in the desiccation of Owens Lake. Groundwater pumping for export began in earnest in 1970 with the second barrel of LA's aqueduct. Some pumps, such as those located at Fish Springs in the Big Pine wellfield, have been operating continuously since 1970, and because their rate of pumping exceeds natural recharge, sustainable groundwater management is not being achieved in the Big Pine area.

SGMA offers new opportunities for entities to work together at the local level to appropriately manage vital water resources. The legislation provides a forum for the stakeholders to meet and begin devising strategies to address the future of water in their local communities. The Tribe envisions a future for the valley where once again springs flow, wetlands support wildlife and plants, and people have reliable access to fresh, clean water to sustain our communities, and it is hoped that County leaders share such a vision.

Please contact the Tribe's Water Program Coordinator, Alan Bacock, regarding SGMA consultation and communication. He may be reached at a.bacock@bigpinepaiute.org and (760) 938-2003 ext. 235.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon D. Romero".

Shannon D. Romero
Tribal Chairwoman

Dear Chairwoman Romero:

Thank you for your interest in the County of Inyo's efforts toward meeting the requirements of California's Sustainable Groundwater Management Act (SGMA).

As you know, the County is developing a policy for tribal consultation, which will include provisions for agreements specific to each tribal government. Inasmuch as this policy and attendant agreements are not yet in place, and formal consultation is not a requirement of SGMA, we suggest that County and tribal representatives meet informally to discuss activities, perspectives, and plans related to SGMA so that the County and Big Pine Paiute Tribe can cooperate where possible to achieve better water management for the Owens Valley.

Staff from the Inyo County Water Department will contact your Water Program Coordinator to initiate this discussion, as requested in your letter.

Sincerely,

Jeff Griffiths, Chairman

County of Inyo Board of Supervisors

cc: BOS
SAO
Prop



Inyo County Superintendent of Schools

Dr. ~~Terence K. McAteer~~

RECEIVED

51

2016 MAR 29 PM 8: 57

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

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

Inyo County Board of Supervisors
Drawer N
Independence, CA 93526

March 23, 2016

Dear Board of Supervisors,

Per Education Code #48645.6 "Plans for any juvenile court classroom, offices, or any other school structures in any juvenile hall, juvenile home, day center, juvenile ranch, or juvenile camp shall be approved by the County Board of Education."

This item was on the March 22, 2016 County Board of Education agenda as an action item. As Secretary to the County Board, I wish to inform you that the Board adopted the relocation of the Keith Bright Juvenile Court School from its current location to ICSOS/Bishop 166 Grandview Dr., Bishop, CA 93514 effective July 1, 2016.

The Board's action clears the way for your Board to take similar action regarding the Keith Bright Juvenile Court School.

Cordially,

Terence K. McAteer