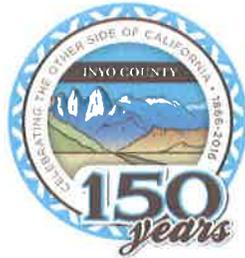


Agenda



County of Inyo Board of Supervisors

Board of Supervisors Room
County Administrative Center
224 North Edwards
Independence, California 93526

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.

November 1, 2016

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Employee Organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation 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, Senior Deputy County Administrator Brandon Shults, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

3. **REPORT ON CLOSED SESSION**
4. **PUBLIC COMMENT**
5. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

6. Approve the agreement between the County of Inyo and Prothman for the provision of executive recruitment services, in an amount not to exceed \$30,000, and authorize the County Administrator to sign.

HEALTH AND HUMAN SERVICES

7. **Eastern Sierra Area Agency on Aging** – Request Board approve Amendment No. 1 to the Standard Agreement for Contract No. AP-1617-16 between the County of Inyo and the California Department of Aging, increasing the overall allocation by \$29,872, for a total contract amount of \$808,365 and authorize the HHS Director to sign the Standard Agreement Amendment.

PUBLIC WORKS

8. **Airports** – Request Board approve the contract between the County of Inyo and Eastern Sierra Transit Authority, allowing ESTA to park up to three transit buses at a designated area of the Lone Pine Airport in exchange for \$135 per month for rent paid to the County, for the period of November 1, 2016 through October 31, 2021, based upon a finding that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the County, and authorize the Chairperson to sign.

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

9. **CLERK OF THE BOARD** – Request Board receive brief update on new developments at Sierra Lifelight.
10. **COUNTY ADMINISTRATOR – Film Commissioner** – Request Board receive the Film Commissioner's Fiscal Year 2016-2017 Quarterly Film Commissioner Report.
11. **AUDITOR-CONTROLLER** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Office Technician II or III position comes from the General Fund, as certified by the Auditor-Controller and concurred with by the County Administrator; B) where internal candidates meet the qualifications for the position, the vacancy 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 Office Technician II, Range 59 (\$3,389 - \$4,118), or Office Technician III, Range 63 (\$3,716 - \$4,522).
12. **HEALTH AND HUMAN SERVICES – Fiscal** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a full-time Office Tech I/II position exists in the various non-General Fund HHS budgets and General Fund, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy 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 Office Tech I, Range 55 (\$3,088 - \$3,754), or Office Tech II, Range 59 (\$3,389 - \$4,118).
13. **HEALTH AND HUMAN SERVICES – Public Health** – Request Board ratify and approve the Fiscal Year 2016-2017 Children's Medical Services (CMS) Plan and Budgets and authorize the Chairperson to sign the Certification Statements.
14. **COUNTY ADMINISTRATOR** – Request Board approve the report to Judge Dean Stout, Presiding Judge, Inyo County Superior Court, responding to the findings and recommendations in the 2015-2016 Grand Jury Final Report and authorize the County Administrator to sign the transmittal letter.
15. **COUNTY ADMINISTRATOR – Emergency Services** – 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.
16. **COUNTY ADMINISTRATOR – Emergency Services** – 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.
17. **COUNTY ADMINISTRATOR – Emergency Services** – 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 of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

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

18. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE – ACTION

19. *Inyo Fish and Wildlife Commission* – Request Board approve a \$2,500 contribution from the Fiscal Year 2016-2017 Fish and Game Budget to the Mt. Whitney Fish Hatchery for their Trout in the Classroom Project.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

6

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

FROM: County Administrator

FOR THE BOARD MEETING OF: November 1, 2016

SUBJECT: Agreement for Executive Recruitment services

DEPARTMENTAL RECOMMENDATION:

Approve the agreement between the County of Inyo and Prothman for the provision of executive recruitment services, in an amount not to exceed \$30,000.00 and authorize the County Administrator to sign.

SUMMARY DISCUSSION:

Your Board has directed staff to initiate the recruitment to the fill the Information Services Director position. After a careful review of the current state and national hiring environment for executive level Information Technology positions, at a workshop on September 16, 2016, your Board concurred that the use of a recruiter would greatly enhance the County's ability to interview and consider a competitive pool of candidates and ultimately find the "right" person for the position. In light of the current workload and the large number of complicated and important projects underway, it is imperative that we maximize our ability to find the best candidate for the County.

ALTERNATIVES:

Your Board could choose to not approve the contract and instead direct that the recruitment be done using the normal process. However, this is not recommended because the use of a recruiter would allow the County to maximize the recruitment efforts.

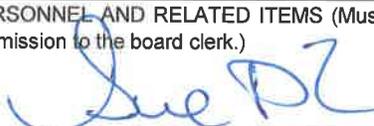
OTHER AGENCY INVOLVEMENT:

County Counsel, Personnel, Risk Management

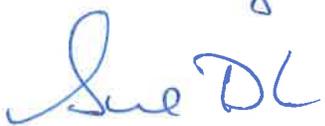
FINANCING:

Funds are budgeted within the Personnel Budget to cover this contract. Budget Unit 010800

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 <u>10/26/16</u>

DEPARTMENT HEAD SIGNATURE: Kevin Canuncho by Date: 10/26/16
(Not to be signed until all approvals are received)





October 18, 2016

Mr. Kevin D. Carunchio
County Administrator
P.O. Drawer N
224 North Edwards Street
Independence, California 93526

Dear Mr. Carunchio:

Thank you for your confidence in Prothman to assist Inyo County in the recruitment for its next Information Services Director. The following represents a scope of work for this search and associated professional fees and expenses.

SCOPE OF SERVICES

Project Review

The first step will be to review the following topics:

- ◆ Review the scope of work and project schedule
- ◆ Identify the geographic scope of the search (local, regional or national)
- ◆ Review the compensation package and decide if a salary survey is needed
- ◆ Identify key stakeholders

Information Gathering and Research

We will via phone conversations spend as much time as it takes to learn everything we can about your organization and the Information Services Director position. Our goal is to thoroughly understand the values and culture of Inyo County, as well as the preferred qualifications you desire in your next Information Services Director. We will:

- ◆ Meet with the County Administrator
- ◆ Meet with IT Staff as directed
- ◆ Meet with others as directed
- ◆ Review all documents related to the position

Position Profile Development

We will develop a profile of your ideal candidate. Once the Position Profile is written and approved, it will serve as the foundation for our determination of a candidate's "fit" within the organization and community. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
 - Years of related experience and education required
 - Ideal personality traits and work habits
- ◆ **Organization-specific information**
 - Description of the organization, position and key responsibilities
 - Priorities and challenges facing the organization
- ◆ **Community-specific information**
 - Overview of the region
 - Description of the environment and quality of life details
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

Recruitment and Advertising Strategy

We recognize that often the best candidates are not actively looking for a new position--*this is the person we want to reach and recruit*. We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed nationally in professional publications, journals and on related websites.
- ◆ **Direct Mail Recruitment Brochures** sent directly to hundreds of highly qualified IT professionals who are not actively searching for a new position.
- ◆ **Direct Contact Calls or Emails** placed directly to IT professionals we know.
- ◆ **Posting the Position Profile on the Prothman Website**, which receives thousands of hits per month.

Candidate Screening

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 4 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental questions (to determine a candidate's writing skills, analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 8 to 15 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.
- 3) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 4) **Work Session:** We will prepare and send to you a detailed summary report and a binder which includes each candidate's application materials and the results of the personal interviews and publication search. **We will via phone conversation** advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 4 to 6 candidates to invite to the final interviews. We will discuss the planning and design of the final interview process during this meeting.

Final Interview Process

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ◆ **Elements of the design process include:**
 - **Deciding on the Structure of the Interviews**
We will tailor the interview process to fit your needs. It may involve using various interview panels (which can include community stakeholders), a public evening reception or one-on-one interviews with the decision makers.
 - **Deciding on Candidate Travel Expenses**
We will help you identify which expenses your organization wishes to cover.
 - **Identifying Interview Panel Participants & Panel Facilitators**
We will work with you to identify the participants of different interview panels to ensure that all stakeholders identified have been represented.

- ◆ **Background Checks**
Prior to the final interviews, we will conduct a background check on each of the finalist candidates. Background checks include the following:
 - **References**
We conduct 4-5 reference checks on each candidate. We ask each candidate to provide names of their supervisors, subordinates and peers for the last several years.
 - **Education Verification, Criminal History, Driving Record and Sex Offender Check**
We contract with Sterling for all driving record, education verification, criminal history, and sex offender checks. We will conduct a criminal history, driving record and sex offender check on each candidate in the states in which they have worked.
- ◆ **Candidate Travel Coordination**
For those candidates who will be traveling to the final interviews, we work with the candidates to organize the most cost effective travel arrangements.
- ◆ **Final Interview Binders**
We will provide Final Interview Binders. They are the tool that keeps the final interview process organized and ensures that all interviewers are “on the same page” when it comes to evaluating each candidate.
- ◆ **Final Interviews with Candidates**
We will travel to Inyo County and facilitate the interviews. The interview process usually begins with a morning briefing where schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.
- ◆ **Panelists & Decision Makers Debrief:** After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel's view of the strengths and weaknesses of each candidate interviewed. The decision makers will also have an opportunity to ask panelists questions.
- ◆ **Candidate Evaluation Session:** After the debrief we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.
- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

Warranty

Repeat the Recruitment: If you follow our process and a top candidate is not chosen, we will repeat the recruitment with no additional professional fee, the only cost would be the expenses.

FEE, EXPENSES & GUARANTEE

Professional Fee

The fee for conducting an Information Services Director recruitment with an 18 month guarantee is \$18,000, plus expenses. The professional fee covers all Prothman consultant and staff time required to conduct the recruitment. This includes all correspondence and **one on-site meeting** (final interviews) with the client, writing and placing the recruitment ads, development of the candidate profile, creating and sending invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, professional reference checks on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Expenses

Expenses vary depending on the design of the recruitment. We work diligently to keep expenses at a minimum and keep records of all expenditures. Inyo County will be responsible for reimbursing expenses Prothman incurs on your behalf. Expense items include but are not limited to:

- ◆ Newspaper, trade journal, websites and other advertising (approx. \$900 - 1,600)
- ◆ Direct mail announcements (approx. \$1,600 – 2,100)
- ◆ Final Interview Binders & printing of materials (approx. \$400 - 700)
- ◆ Delivery expenses for Interview Binders (approx. \$75 - 250)
- ◆ Consultant travel - airfare, airport parking, rental car, travel time at \$50 per hour, lodging, (approx. \$1,400 - 1,800 per trip)
- ◆ Background checks performed by Sterling (\$250 per candidate)
- ◆ Any client-required licenses, fees or taxes

- ◆ Candidate travel: We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

A 3% charge will be added to all expenses which reflects our City of Issaquah and Washington State B&O tax obligations on every dollar we invoice for. Professional fees are billed in three equal installments throughout the recruitment. Expenses are billed monthly.

ADDITIONAL CANDIDATE SELECTION

This contract provides that the client shall hire one (1) candidate from the applicant pool. Should the client wish to hire a second applicant identified by this search, there will be an additional fee of \$5,000.

GUARANTEE

Our record of success in placing highly qualified candidates provides that Prothman will guarantee that if the selected finalist is terminated or resigns within **18 months** from the employment date, we will conduct a replacement search with no additional professional fee, your only cost would be the expenses; on the conditions that Prothman has conducted a full recruitment process and the position has been recruited at market rate salary.

CANCELLATION

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

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

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

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

Accepted by:

INYO COUNTY

_____ Date

Name: _____

Title: _____

PROTHMAN

Sonja Prothman 10/18/16

Sonja Prothman Date
Vice President



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 7

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

FROM: Health & Human Services - ESAAA

FOR THE BOARD MEETING OF: November 1, 2016

SUBJECT: Amendment Number 1 of the Standard Agreement for Contract Number AP-1617-16 between California Department of Aging and County of Inyo.

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendment Number 1 to Standard Agreement for Contract Number AP-1617-16, between the County of Inyo and the California Department of Aging, increasing the overall allocation by \$29,872, for a total contract amount of \$808,365 and authorize the HHS Director to sign the Standard Agreement Amendment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract amendment was received from the State on Monday, October 10, 2016 and began routing through the county approval process on that day. This contract amendment provides for an increase in Ombudsman funds in the amount of \$3,400 and the allocation of One-Time-Only (OTO) federal and state funds in the amount of \$26,472, derived from reallocated carryover from FY 2015-16 and additional allocations. This increase will be used to continue services provided under this Agreement. The increases in Ombudsman funds are in the following categories:

Federal Fund IIIB	Federal Fund VIIa	State Health Facilities Citation Penalty Account
\$2,011	\$281	\$1,108

The OTO funds are increases in the following categories:

Supportive Services	Congregate Nutrition	Home-Delivered Meals	Disease Prevention	Family Caregiver	Elder Abuse
\$1006 (IIIB)	\$2,823 (Federal IIIC1)	\$1,770 (Federal IIIC2)	\$105 (IIID)	\$2,431 (IIIE)	\$17 (VII)
		\$18,320 (State 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. Funds will be recognized during the County mid-year process.

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 \$808,365, and will be budgeted as revenue in the ESAAA budget (683000) in the State and Federal revenue object codes during the County mid-year process. Total federal dollars are \$504,760, and total State dollars are \$303,605.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date <u>10/12/2016</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: _____ Date <u>10/13/2016</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 10-14-16

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED Two Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
AP-1617-16	1
REGISTRATION NUMBER	

- 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
- The term of this Agreement is July 1, 2016 through June 30, 2017
- The maximum amount of this \$ 808,365.00
Agreement after this amendment is: Eight hundred eight thousand three hundred sixty-five and 00/100 dollars
- 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 funds provided to the Contractor by \$ 29,872.00.

The attached Budget Displays pages 13 and 14, dated 9/30/2016 hereby replaces the Original Exhibit B - Budget Display, pages 13 and 14 dated 7/1/2016.

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

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		
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>		

**AREA PLAN
 Budget Display
 Fiscal Year 2016-17 (Federal Funding Years 2016 & 2017)
 County of Inyo**

12 months (July 1, 2016 - June 30, 2017)

	Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Total OTO	Updated Total	Net Change
Supportive Services								
Federal Title IIIB	3BSL16-16	25,021 (b)	-	-	25,021	1,006	26,027	1,006
Federal Title IIIB	3BSL17-16	75,061 (c)	-	-	75,061	-	75,061	-
Total Supportive Services		100,082	-	-	100,082	1,006	101,088	1,006
Ombudsman								
Federal Title IIIB	3BOL16-16	3,769 (b)	-	-	3,769	2,011	5,780	2,011
Federal Title IIIB	3BOL17-16	11,306 (c)	-	-	11,306	-	11,306	-
Federal Title VIIa	7OFL16-16	4,746 (b)	-	-	4,746	281	5,027	281
Federal Title VIIa	7OFL17-16	14,238 (c)	-	-	14,238	-	14,238	-
General Fund IIIB	B1GL	8,942 (a)	-	-	8,942	-	8,942	-
Public Health L & C Program Fund	LCPF	3,577 (a)	-	-	3,577	-	3,577	-
State Health Facilities Account	SDFL	1,212 (a)	-	-	1,212	1,108 (d)	2,320	1,108
SNF Quality & Accountability	SNFL	16,991 (a)	-	-	16,991	-	16,991	-
Total Ombudsman		64,781	-	-	64,781	3,400	68,181	3,400
Congregate Nutrition								
Federal Title IIIC1	3C1L16-16	36,337 (b)	-	-	36,337	2,823	39,160	2,823
Federal Title IIIC1	3C1L17-16	109,012 (c)	-	-	109,012	-	109,012	-
General Fund C1	C1GL	59,509 (a)	-	-	59,509	-	59,509	-
NSIP C1	NC1L16-16	4,089 (b)	-	-	4,089	-	4,089	-
NSIP C1	NC1L17-16	12,268 (c)	-	-	12,268	-	12,268	-
Total Congregate Nutrition		221,215	-	-	221,215	2,823	224,038	2,823
Home-Delivered Meals								
Federal Title IIIC2	3C2L16-16	18,580 (b)	-	-	18,580	1,770	20,350	1,770
Federal Title IIIC2	3C2L17-16	55,740 (c)	-	-	55,740	-	55,740	-
General Fund C2	C2GL	193,809 (a)	-	-	193,809	18,320 (e)	212,129	18,320
NSIP C2	NC2L16-16	10,304 (b)	-	-	10,304	-	10,304	-
NSIP C2	NC2L17-16	30,913 (c)	-	-	30,913	-	30,913	-
Total Home Delivered Meals		309,346	-	-	309,346	20,090	329,436	20,090
Disease Prevention								
Federal Title IIID	3DFL16-16	641 (b)	-	-	641	105	746	105
Federal Title IIID	3DFL17-16	1,922 (c)	-	-	1,922	-	1,922	-
Total Disease Prevention		2,563	-	-	2,563	105	2,668	105
Family Caregiver								
Federal Title IIIE	3EFL16-16	4,528 (b)	-	-	4,528	2,431	6,959	2,431
Federal Title IIIE	3EFL17-16	13,584 (c)	-	-	13,584	-	13,584	-
Total Title IIIE		18,112	-	-	18,112	2,431	20,543	2,431
Elder Abuse								
Federal Title VII	7EFL16-16	163 (b)	-	-	163	17	180	17
Federal Title VII	7EFL17-16	487 (c)	-	-	487	-	487	-
Total Elder Abuse		650	-	-	650	17	667	17

**AREA PLAN
 Budget Display
 Fiscal Year 2016-17 (Federal Funding Years 2016 & 2017)
 County of Inyo**

12 months (July 1, 2016 - June 30, 2017)

	Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Total OTO	Updated Total	Net Change
Administration								
Federal Title IIIB	3BAL16-16	4,531 (b)	-	-	4,531	-	4,531	-
Federal Title IIIB	3BAL17-16	13,592 (c)	-	-	13,592	-	13,592	-
Federal Title IIIC1	C1AL16-16	5,886 (b)	-	-	5,886	-	5,886	-
Federal Title IIIC1	C1AL17-16	17,656 (c)	-	-	17,656	-	17,656	-
Federal Title IIIC2	C2AL16-16	3,009 (b)	-	-	3,009	-	3,009	-
Federal Title IIIC2	C2AL17-16	9,028 (c)	-	-	9,028	-	9,028	-
Federal Title IIIE	3EAL16-16	1,976 (b)	-	-	1,976	-	1,976	-
Federal Title IIIE	3EAL17-16	5,929 (c)	-	-	5,929	-	5,929	-
General Fund C1	1GAL	108 (a)	-	-	108	-	108	-
General Fund C2	2GAL	29 (a)	-	-	29	-	29	-
Total Administration		61,744	-	-	61,744	-	61,744	-
Funding Summary								
Federal Funds		494,316	-	-	494,316	10,444	504,760	10,444
General Fund		262,397	-	-	262,397	18,320	280,717	18,320
Public Health L & C								
Program Fund		3,577	-	-	3,577	-	3,577	-
SNF Quality & Accountability		16,991	-	-	16,991	-	16,991	-
State Health Facilities								
Citation Penalties								
Account		1,212	-	-	1,212	1,108	2,320	1,108
Grand Total - All Funds		778,493	-	-	778,493	29,872	808,365	29,872

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 6,938
 The maximum amount of Title IIIE expenditures allowable for Grandparents is: 3,469
 The minimum General Fund to be expended for State Match in Title III is: 18,960

CFDA NUMBER	Year	Award #	Award Name
93.041	2016	16AACAT7EA	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.041	2017	17AACAT7EA	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
93.042	2017	17AACAT7OM	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.043	2016	16AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.043	2017	17AACAT3PH	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
93.044	2017	17AACAT3SS	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	2017	17AACAT3CM	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
93.045	2017	17AACAT3HD	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
93.052	2017	17AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2016	16AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program
93.053	2017	17AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program

- (a) Funds must be expended by 6/30/17 and final expenditures reported in closeout by 7/31/17.
- (b) Funds must be obligated by 9/30/16 and final expenditures reported in closeout by 6/30/17. The baseline request to be transferred for the project (7/1/16-9/30/16) is due 5/1/16. These funds may not be carried over into a following year contract.
- (c) Funds must be reported in closeout by 7/31/17 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/16-6/30/17) is due 5/1/17.
- (d) Funds must be used for one-time only expenditures. Funds must be expended by 6/30/17 and final expenditures reported in closeout by 7/31/17.
- (e) Funds must be used for Home-Delivered Nutrition Services Program only and shall not be used to supplant other federal or state funds. Funds must be expended by 6/30/17 and final expenditures reported in closeout by 7/31/17.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
LOCAL ASSISTANCE CONTRACT CHECKLIST
CDA 9007 (NEW 6/16)

All documents listed in Sections A and B are required to execute your contract unless otherwise noted.

SECTION A

- All documents must identify the Contractor's legal name exactly as shown on the Standard Agreement (STD. 213).
- Each contract package must stand on its own. For example, if you have more than one contract with the California Department of Aging (CDA) you may have one Insurance Certificate to cover all contracts, but must include a copy of the Certificate in each contract package you return to CDA.
- Return Section A documents to:

California Department of Aging
Attn: Contract Analyst
1300 National Drive, Suite 200
Sacramento, CA 95834

- Four Standard Agreements (STD. 213)** – Print and sign four copies of the Standard Agreement (STD. 213) with *original signatures*. Signature stamps will not be accepted.
- Resolution or Meeting Minutes** authorizing execution of this Contract – The contract number(s) must be referenced in the Resolution or Meeting Minutes. If the Resolution or Meeting Minutes do not also authorize the signing of Amendments, another Resolution or Meeting Minutes will be needed to amend this Contract. If Meeting Minutes are submitted they must be signed off as approved or the following month's Meeting Minutes must be submitted indicating the previous Meeting Minutes were approved.
 - Public Entity – Resolution from the Board of Supervisors or equivalent governing body is required.
 - Nonprofit – Resolution from the Board of Directors is required.
- Contractor/Vendor Statement of Confidentiality (CDA 1024)** – A signed copy must be returned for each different contract number.
- The following documents must reference the contract number(s) or Letter of Self-Insurance. The coverage shall be for the *entire term* of the Contract and must meet the conditions in Exhibit D, Article XI. of the Contract.
 - General Liability Certificate of Insurance***
 - Automobile Liability Certificate of Insurance***
 - Professional Liability Certificate of Insurance** (*does not apply to Title V contracts*)

***Requires the additional insured statement to name the California Department of Aging and/or the State of California as the additional insured.**

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
LOCAL ASSISTANCE CONTRACT CHECKLIST
CDA 9007 (NEW 6/16)

SECTION B

Budget form

- The following budget forms are found on the [CDA website](#):
 - Area Plan Budget (CDA 122)
 - Financial Alignment (FA) Contract Budget (CDA 229FA)
 - Health Insurance Counseling and Advocacy Program (HICAP) Budget (CDA 229)
 - Medicare Improvements for Patients and Providers Act (MIPPA) Budget (CDA 229m)
 - Senior Community Services Employment Program (Title V) Budget (CDA 35)
 - Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Budget (CDA 2000)
- Submit budget forms to FiscalTeam@aging.ca.gov.

Use the following email subject line and file naming convention for each budget you prepare and submit: Identify your PSA_## (first), Program, Period, and process. If applicable, specify the original or revision number (e.g., PSA 24 AP FY1617 Original Budget). Incorporate the amounts shown in the Budget Display into the original budget form. Ensure allocation Transfer Requests correspond to the Budget Display requirements.

Work plan

- The FA work plan is found on the [CDA website](#).
- The MIPPA work plan is found on the [MIPPA section of the CDA website](#).
- Submit FA and MIPPA work plans to HICAPTeam2@aging.ca.gov.
- SNAP-Ed CDA-approved contract work plans are completed prior to the SNAP-ED contract release and do not need to be resubmitted.
- Work plans are not required to execute Area Plan, HICAP, or Title V contracts.

CALIFORNIA DEPARTMENT OF AGING

1300 NATIONAL DRIVE, SUITE 200

SACRAMENTO, CA 95834-1992

Internet Home Page: www.aging.ca.gov

TDD Only 1-800-735-2929

FAX Only (916) 928-2267

Phone Number (916) 419-7500

**PROGRAM MEMO**

CDA 1014 (Rev. 02/14)

TO: Area Agencies on Aging		NO.: PM 16-08
SUBJECT:		DATE ISSUED: September 30, 2016
Area Plan State Fiscal 2016-17 Contract Budget and Reporting Information Amendment #1		EXPIRES: June 30, 2017
REFERENCES:		SUPERSEDES:
PROGRAMS AFFECTED:	<input type="checkbox"/> All <input checked="" type="checkbox"/> Title III-B <input checked="" type="checkbox"/> Title III-C1/C2 <input checked="" type="checkbox"/> Title III-D <input checked="" type="checkbox"/> Title III-E <input checked="" type="checkbox"/> Title VII <input type="checkbox"/> Title V <input type="checkbox"/> HICAP <input checked="" type="checkbox"/> Other: NSIP	

Purpose

This Program Memo (PM) provides budget information and specifies reporting requirements for your State Fiscal Year (SFY) 2016-17 Area Plan (AP) Contract.

All contract-related documents, including Budget Displays and the Local Assistance Contract Checklist (CDA 9007), can be found on the [Area Agencies on Aging \(AAA\) page](#) of the California Department of Aging's (CDA) website.

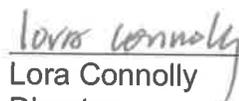
Funding

The California Department of Aging is amending the contract to reflect the following:

- A reallocation of \$4,986,926 in unspent One-Time-Only (OTO) federal funds carried over from SFY 2015 to SFY 2016.
- An additional allocation of \$2,681,146 in reconciled federal Title III, VII and Nutrition Services Incentive Program (NSIP) funds for Federal Fiscal Year (FFY) 2016.
- An additional allocation of \$398,494 in supplemental federal Title III, VII and NSIP grant funds for FFY 2016.
- An additional allocation of \$1,000,000 State Health Facilities Citation Penalties Account One-Time-Only funding for the Ombudsman Program.
- An additional allocation of \$2,000,000 State General Fund One-Time-Only funding for the Home-Delivered Meals Nutrition Program. This additional funding augmentation shall only be used for the Home-Delivered Meals Program.
- Transfers requested for the FFY 2016. (July 1, 2016-September 30, 2016)

Continued on next page

Allocation Methodology	To determine each AAA's Titles III and VII allocations, the CDA used the methodology described in the <u>Area Agencies on Aging (AAA) Budget Displays</u> . This document provides a description of the allocation methodology for Federal Title III/VII Funding, State Funding and Ombudsman Funding.
Request for Funds	CDA will not process any SFY 2016-17 AP Contract requests for funds until the original Area Plan Budget (CDA 122) is approved and the Contract is fully executed.
Deadlines	<p>AAAs must submit the <u>Area Plan Budget (CDA 122)</u> as soon as possible, but no later than 30 days from the date of this PM.</p> <p>Additionally, the following deadlines are footnoted on the Budget Display within Exhibit B of the Contract:</p> <ul style="list-style-type: none">• Expenditures• Closeout Reports• Transfer Requests
Contract Language Updates	The contract amendment does not contain any changes to the original SFY 2016-17 contract language.
Inquiries	<p>For programmatic inquiries, contact your assigned CDA Program Analyst.</p> <p>For fiscal inquiries, contact your assigned CDA Fiscal Team Specialist.</p>
Director's Message	Thank you for your ongoing dedication and commitment to serving older adults, family caregivers, and residents in long term care facilities throughout the State. We look forward to our continued partnership with you in providing these services that support the wellbeing of older adults and also assist family caregivers in helping their loved ones remain in their own home and community.



Lora Connolly
Director



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
8

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

FROM: PUBLIC WORKS DEPARTMENT

FOR THE BOARD MEETING OF: NOVEMBER 1, 2016

SUBJECT: PARKING AGREEMENT WITH EASTERN SIERRA TRANSIT AUTHORITY (ESTA) FOR THE LONE PINE AIRPORT

DEPARTMENTAL RECOMMENDATION: Request Board approve the Agreement between the County of Inyo and ESTA, allowing ESTA to parking up to three transit buses at a designated area of the Lone Pine Airport in exchange for \$135.00 per month of rent paid to the County, for the period of November 1, 2016 – October 31, 2021, based upon a finding that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the County, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: For a number of years ESTA has parked its vehicles at the Road Yard in Lone Pine. Due to increased demand for parking by the County's own forces, it is necessary to find other accommodations for ESTA. The necessary room is available at the Lone Pine Airport. The recommended rental amount is \$135.00 per month for the parking of up to three transit buses, which is consistent with rates charged others for vehicle parking at the Bishop Airport. Staff is requesting that the Board approve the parking agreement pursuant to Government Code Section 25526.6, which authorizes the Board to convey a license for use of County property to a public agency on such terms and conditions as the Board determines, upon the finding set forth in the recommended action.

ALTERNATIVES: Your Board could choose not to approve the Parking Agreement. This is not recommended as moving ESTA to the Airport for parking benefits both entities.

OTHER AGENCY INVOLVEMENT: Eastern Sierra Transit Authority (ESTA)

FINANCING: Lone Pine Airport Budget will be reimbursed 150500 Auto Parking 4331

APPROVALS

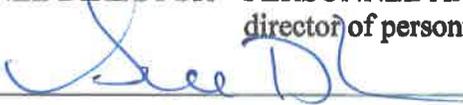
COUNTY COUNSEL: **AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)**

 Approved: yes Date 10/19/16

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 10/20/2016

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 10/21/16

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 10/22/16

**COUNTY OF INYO
LONE PINE AIRPORT
PARKING AGREEMENT**

THIS PARKING AGREEMENT, made and entered into this ____ day of November , 2016, by and between EASTERN SIERRA TRANSIT AUTHORITY, a California joint powers agency, hereinafter referred to as "Licensee," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION 1. ADMINISTRATION.

This Parking Agreement, hereinafter referred to as "Agreement," shall be administered on behalf of the County by Shannon Williams, whose title is Deputy Director of Public Works, hereinafter referred to as "County's Parking Agreement Administrator" and on behalf of Licensee by John Helm, whose title is ESTA Executive Director.

SECTION 2. LICENSED PREMISES.

County hereby grants to Licensee a license to use a portion of the Lone Pine Airport property owned by County, approximately 250 by 700 feet in size, which is depicted as "Transit Parking" on the diagram attached hereto as Exhibit "A" and incorporated herein by this reference, for the purpose of parking a maximum of three (3) of Licensee's transit buses at any one time. Said Transit Parking area may also be referred to herein as "the Licensed Premises." County also grants Licensee a license to ingress and egress the remainder portion of the Lone Pine Airport property owned by County at gates designated by County and to drive and/or walk across said property for purposes of accessing the Transit Parking area of the property using routes or paths of travel designated by County. County will provide Licensee with such keys or codes as are required for it to open and close said Airport property gates.

SECTION 3. TERM.

The term of the Agreement will be for sixty (60) months, beginning November 1, 2016, and continuing through and including October 31, 2021.

SECTION 4. HOLDING OVER.

If Licensee continues to use the Licensed Premises with the consent of County, either expressed or implied, after the expiration of the Agreement term, Licensee's tenancy shall be deemed to be a tenancy from month to month at the same rental rate applicable for the final month of the Agreement term and otherwise shall be upon the same terms and conditions as are set forth in the Agreement, provided that such tenancy shall be terminable and may be terminated upon at least thirty (30) days prior written notice of such termination served by either Licensee or County on the other party in the manner prescribed by law.

SECTION 5. AGREEMENT PAYMENTS.

Licensee will pay to County an annual Agreement payment of one thousand, six hundred and twenty dollars (\$1,620) as consideration for the rights provided herein. Licensee agrees to pay County said amount in installments of one hundred and thirty-five dollars (\$135.00) per

month, beginning on November 1, 2016, and payable on the first of each month thereafter during the term of this Agreement.

Agreement payments will be made without set off, and without regard to any claim of contribution, improvement, or counter claim.

If the Agreement is terminated before the expiration of the complete term, the annual Agreement payment due will be prorated for the actual term of the Agreement.

SECTION 6. USE OF PREMISES.

The premises are licensed to be used for parking of Licensee's transit buses. Licensee agrees to restrict its use to such purposes, and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of County.

SECTION 7. DELIVERY OF POSSESSION.

Delivery of possession shall be deemed completed as of the date of execution of this instrument. Licensee represents and warrants that Licensee has examined the Licensed Premises.

SECTION 8. QUIET POSSESSION; SECURITY.

The County covenants and agrees that Licensee, upon payment of the annual Agreement payment and compliance with all the terms and conditions of this Agreement, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the Licensed Premises and each part thereof during the term of this Agreement and any extensions thereof without hindrance or interruption by County. Licensee understands that the Licensed Premises will not be guarded nor otherwise protected by any security system and that the County is not undertaking any responsibility to protect or insure Licensee's buses or other property against any risk of theft, vandalism, damage, inclement weather, acts of God, or any other harm. Licensee shall hold the County free and harmless from any liability for such harm that may occur.

SECTION 9. HOURS OF USE.

Licensee shall have access to the Licensed Premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION 10. UTILITIES.

No utilities shall be used by Licensee in connection with the occupancy of the Licensed Premises.

SECTION 11. MAINTENANCE.

Licensee agrees to maintain the Licensed Premises and any improvements thereon in good condition as reasonably required by the County throughout the term of the Agreement.

SECTION 12. ENTRY FOR INSPECTION AND MAINTENANCE.

County reserves the right to enter the Licensed Premises at reasonable times to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the premises, and in the event that an emergency reasonably requires the County to do so. Licensee agrees to permit County to do so. County may, during such time as is reasonably necessary to either respond to an emergency or to make such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any

obligation to reduce Licensee's rent for the demised premises during such period, and without incurring liability to Licensee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof, except that in such an event County shall provide to ESTA an similar alternative area for temporary parking of its buses, if such alternative is reasonably available.

SECTION 13. ALTERATIONS AND IMPROVEMENTS.

Licensee shall make no alternations or improvements in or on the Licensed Premises without the prior written consent of County. All alterations and improvements made by Licensee shall be removed from the Licensed Premises upon the expiration or sooner termination of the Agreement, unless otherwise agreed in writing by Licensee and County. Any damage occasioned by the installation or removal of Licensee's improvements shall be repaired by Licensee.

SECTION 14. SIGNS.

Licensee may erect signs necessary to identify Licensee's occupancy of the Licensed Premises during the term hereunder. Licensee shall not place the proposed signs on the Licensed Premises until County has reviewed the proposed design and given its consent to the proposed signs. County shall not unreasonably withhold said consent. Signs shall be removed by Licensee at the termination of this Agreement.

SECTION 15. WASTE.

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

SECTION 16. WORKERS' COMPENSATION.

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

SECTION 17. INSURANCE.

Licensee shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the property uses licensed hereunder and the results of that use by the Licensee, its agents, representatives or employees.

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

1. General Liability (including operations, products and completed operations as applicable): \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$300,000.00 per accident for bodily injury and property damage.
3. Employer's Liability: \$500,000.00 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$ n/a per occurrence.

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

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

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, Licensed, hired or borrowed by or on behalf of the Licensee; and with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance, or as a separate owner's policy (CG 20 10 11 85).
2. For any claims related to this project, the Licensee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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

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

SECTION 18. HOLD HARMLESS.

Licensee will defend, indemnify, and hold the County free and harmless from any and all costs, judgments, liability, damages, or expense, including costs of suit and attorney's fees, arising out of or from any claimed injury or damage to persons or property sustained in, on, or about the Licensed premises, or arising out of Licensee's use of the Licensed premises, or as a result of Licensee's acts or omissions or those of Licensee's agents, officers, or employees, in carrying out any operation upon the airport property, or arising out of any condition in, on, or above, the Licensed property. Licensee specifically waives any and all claims against the County for damages or compensation claimed or sustained by reason of any defect, deficiency, or impairment of any water system, electrical supply system, or electrical apparatus or wiring services on Licensed property.

County shall defend, indemnify, and hold harmless Licensee, its agents, officers, and employees, from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, to the extent such matters result from or arise out of County's sole negligence or willful acts in carrying out any operation upon the airport property.

SECTION 19. COMPLIANCE WITH LAW.

Licensee shall, at its sole cost, comply with all requirements of all County, State and Federal ordinances, laws, rules, and regulations now in force, or which may hereafter be in force, pertaining to the use of Licensed premises, and shall faithfully observe and obey all County, State and Federal ordinances, laws, rules, and regulations now in force, or which hereafter may be in force. If Licensee's failure to obey and comply with any of these rules, laws, ordinances, or regulations results in any assessment of fines, penalty, or damages against the County, Licensee will pay such civil penalty, fines or assessments and any costs the County incurs in defending or adjudicating such violations.

SECTION 20. TAXES, ASSESSMENTS, AND FEES.

In accordance with Revenue and Taxation Code section 107.6, Licensee is hereby advised that this Agreement may create a possessory interest subject to property taxation and that, if such an interest is created, Licensee is solely responsible for the payment of all property taxes levied on that interest. In addition, Licensee shall timely pay all taxes and assessments of whatever character that may be levied or charged upon Licensee's real property interest in the Licensed Premises, or upon Licensee's operations thereon. Licensee shall also pay all license or permit fees that may be necessary, or which may be required by law, for the conduct of its operations at the Licensed Premises.

SECTION 21. GRANT AGREEMENT ASSURANCES.

The following assurances required by the Federal Government as a condition of the Grant Agreement for the Lone Pine Airport are hereby incorporated into, and made a condition of, this Agreement:

a. The Licensee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b. The Licensee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination;

(3) That the Licensee, licensee, permittee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

c. In the event of a breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Agreement, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

d. Licensee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or services; provided that Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

e. Non-compliance with provisions of paragraph "d." above shall constitute a material breach hereof, and in the event of such non-compliance, the County shall have the right to

terminate this Agreement and the estate hereby created without liability therefore, or at the election of the County or the United States either or both said Governments shall have the right to judicially enforce those provisions.

f. Licensee agrees that it shall insert the above five provisions (paragraphs "a.", "b.", "c.", "d.", and "e.") in any Agreement, agreement, contract, or similar instrument, by which said Licensee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein Licensed.

g. Licensee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Licensee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Licensee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Licensee assures that it will require that its covered sub-organizations provide assurances to Licensee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effect.

h. County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Licensee, and without interference or hindrance.

i. County reserves the right to maintain and keep in repair all publicly owned facilities of the airport, together with the right to direct and control all activities of Licensee in this regard.

j. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States relative to the development, operation, or maintenance of the airport.

k. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein Licensed. This public right of flight shall include the right to cause in said airspace any landing at, taking off from, or operation on the Airport.

l. Licensee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Licensed premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Licensed premises.

m. Licensee, by accepting this Agreement, expressly agrees for itself, its successors and assigns, that it will not erect or permit the erection of any structure or object, or permit the growth of any tree on the land Licensed hereunder, above the height set forth in Part 77 of Federal Aviation Regulations. In the event the aforesaid covenants are breached, County reserves the right to enter upon the land Licensed hereunder and to remove the offending structure or object or cut the offending tree, all of which shall be at the expense of Licensee.

n. Licensee, by accepting this Agreement, agrees for itself, its successors and assigns, that it will not make use of the Licensed Premises or remainder Airport property in any manner which might interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County

reserves the right to enter upon the premises hereby Licensed and cause the abatement of such interference at the expense of Licensee.

o. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

SECTION 22. MODIFICATION.

The terms and conditions of the Agreement and any extension thereof may be modified, changed, or amended at any time only by the mutual written consent of Licensee and County.

SECTION 23. TERMINATION.

This Agreement may be canceled and terminated by either party, without penalty, for any reason, at any time after execution of this Agreement. Such cancellation and termination shall be effective on the sixtieth (60th) day after one party gives to the other written notice of termination. However, the giving of such notice shall not release either the County or the Licensee from full and faithful performance of all covenants of this Agreement during the period between the giving of notice and the effective date of cancellation and termination.

SECTION 24. RETURN OF PROPERTY AT TERMINATION.

Licensee will return the property in good condition upon termination or expiration of the Agreement.

SECTION 25. ASSIGNMENT AND SUBLICENSING.

Licensee agrees not to assign this Agreement or sublicense the Licensed Premises in part, or encumber its real property interest, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining the written consent of County. Any such assignment or sublicense shall not release Licensee from liability hereunder, and any assignee or sublicensee shall expressly assume all Licensee's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION 26. SUBORDINATION.

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

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

SECTION 27. MECHANICS LIEN.

Licensee agrees to keep the Licensed Premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the Licensed Premises at

the instance of, or on behalf of Licensee, provided however that Licensee can contest such lien provided it post an adequate bond therefore.

SECTION 28. FORCE MAJEURE.

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

SECTION 29. WAIVER.

It is agreed that any waiver by Licensee of any breach of any one or more of the covenants, conditions, or terms of this Agreement shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Agreement; nor shall any failure on the part of the Licensee to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Agreement be construed as in any manner changing the terms hereof, nor shall the terms of this Agreement be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION 30. DEFAULT.

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

SECTION 31. INUREMENT.

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

SECTION 32. SEVERABILITY.

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

SECTION 33. TIME IS OF ESSENCE.

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

SECTION 34. AMENDMENT.

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

SECTION 35. ENTIRE AGREEMENT.

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

SECTION 36. CONSTRUCTION OF AGREEMENT.

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

SECTION 37. NOTICE.

Any notice required by the Agreement or applicable law to be given or served on Licensee or County may be given or served either by personal delivery to the County Agreement Administrator or any one of the Licensees, by personal delivery to, or by depositing the notice in the United States Mail, postage prepaid, to the address of each party as given below:

COUNTY

Public Works
168 North Edwards (PO Box Q)
Independence, CA 93526

**Department
Street
City and State**

LICENSEE

ESTA Executive Director
703B Airport Rd (PO Box 1357)
Bishop, CA 93515

**Name
Street
City and State**

////

////

**COUNTY OF INYO
LONE PINE AIRPORT
PARKING AGREEMENT**

**Term of Agreement:
November 1, 2016 through October 31, 2021**

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____
day of _____, 20_____.

COUNTY

LICENSEE

By: _____



Signature **JOHN HELM**
Type or Print Name

Date: _____

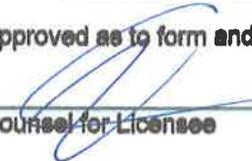
Date: OCT. 21, 2016

Approved as to form and legality

Approved as to form and legality:



County Counsel



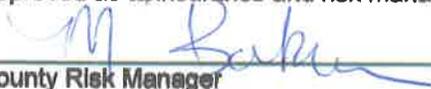
Counsel for Licensee

Approved as to accounting form and content:



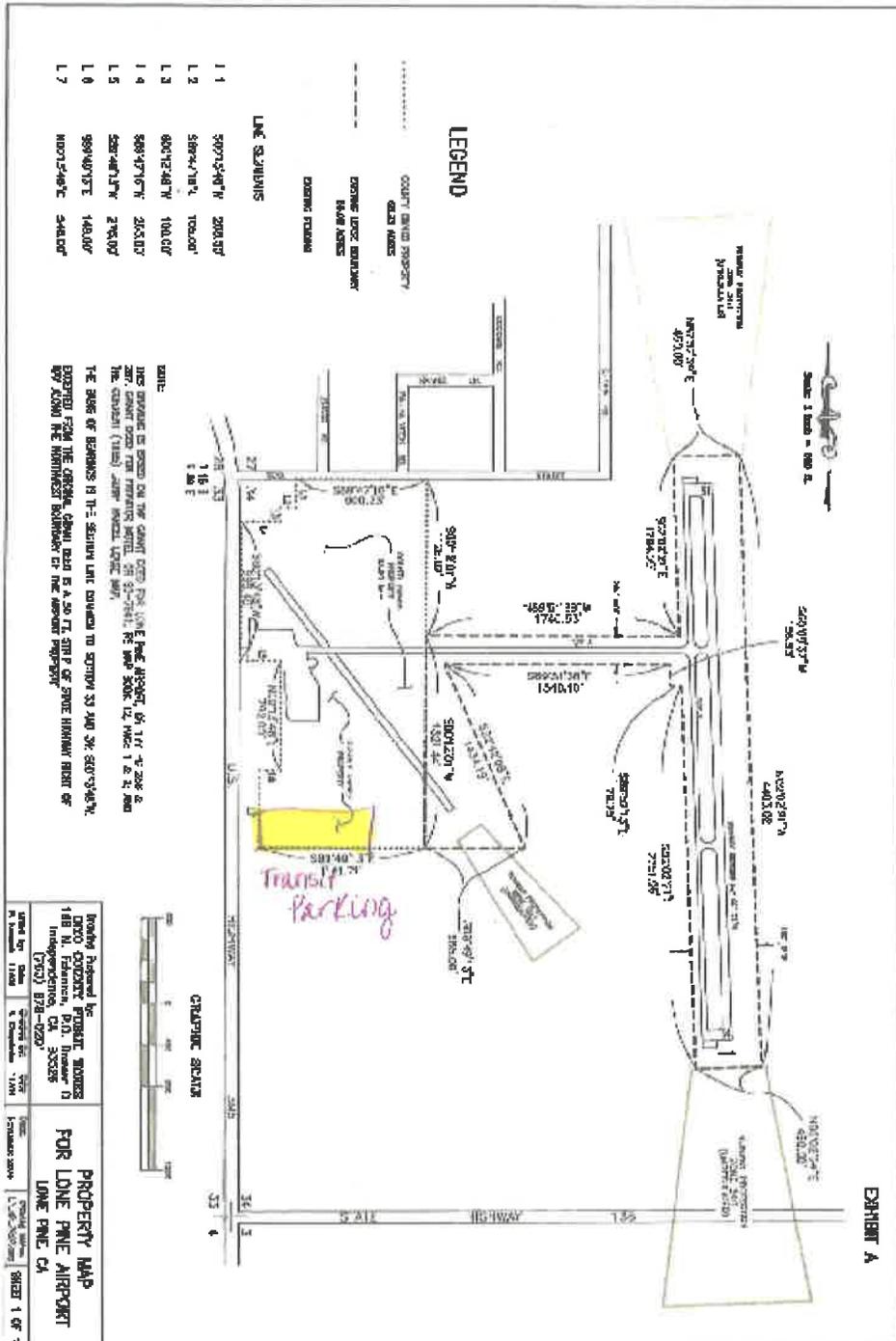
County Auditor

Approved as to insurance and risk management:



County Risk Manager

LONE PINE AIRPORT PARKING AGREEMENT EXHIBIT "A"





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 9

- Consent
 Departmental
 Correspondence Action
 Public Hearing

 Closed Session
 Informational

FROM: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: November 1, 2016

SUBJECT: Update from Mike Patterson, Program Director for Sierra Lifeflight

DEPARTMENTAL RECOMMENDATION:

Request Board receive brief update on new developments at Sierra Lifeflight

SUMMARY DISCUSSION:

Sierra Lifeflight has joined the REACH Air Medical family of air transport services. Sierra Lifeflight will continue providing service under the same brand, with the same organization of professionals that have been serving the County of Inyo. According to Mike Patterson, Sierra Lifeflight Program Director, this union will bring a wider network of aircraft options to serve the emergent transport needs of Inyo County. Mr. Patterson has requested an opportunity to update your Board about these changes and answer any questions.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

<u>APPROVALS</u>	
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)
 (The Original plus 20 copies of this document are required)

Date: 10-26-2016



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 11 a.m.
 Closed Session
 Informational

FROM: COUNTY ADMINISTRATOR – Film Commissioner

FOR THE BOARD MEETING OF: November 1, 2016

SUBJECT: Film Commissioner's Fiscal Year 2016-2017 Quarterly Film Commission report

DEPARTMENTAL RECOMMENDATION:

Request Board receive the Film Commissioner's FY 2016-2017 Quarterly Film Commissioner Report.

SUMMARY DISCUSSION:

Per the contract between the Film Commissioner and the County, the Film Commissioner is required to make at least two verbal reports to the Board of Supervisors each fiscal year, once in the spring and once in the fall.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING:

Film Commissioner services are paid through the Advertising County Resources Budget No. 011400.

<u>APPROVALS</u>	
BUDGET OFFICER: N/A	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: 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 Assistant Clerk of the Board.)</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 Assistant Clerk of the Board.)</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 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: 10-26-2016



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 11

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

FROM: AUDITOR-CONTROLLER

FOR THE BOARD MEETING OF: November 1, 2016

SUBJECT: Request to fill an Office Technician III

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the requested position comes from the General Fund, as certified by the Auditor-Controller and concurred with by the County Administrator; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Office Technician II Range 59 (\$\$3,389-\$4,118), or III, Range 63 (\$3,716-\$4,522).

SUMMARY DISCUSSION:

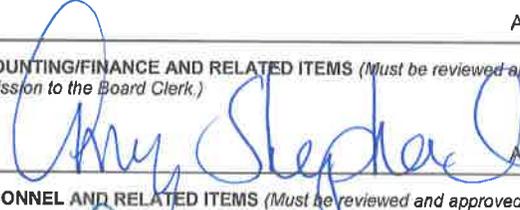
The Auditor's office recently lost one of the three Office Technicians positions to an internal promotion in the Veterans Service Office. These positions are crucial in maintaining good internal controls and financial oversight in the County, as well as, the eighteen Special Districts the Auditor's office oversees. This position is necessary to keep up with the overwhelming volume that our office has to manage. We are the last stop for all financial transactions. Each separate transaction must be reviewed, posted, and balanced on a daily basis. For example, one of the volume-intense tasks that must be completed every day is the review of 350-400 accounts payable transactions, which results in the printing of over 100 checks. During the Office Technician's comprehensive review, they must check for data accuracy, purchasing authority, budget availability, reasonability, and compliance with generally accepted accounting standards, all of which require a high level of training and diligence. Along with the normal daily workload, there are stringent monthly, quarterly, and annual reporting requirements that must be met, all of which are the Office Technicians' shared responsibility. Our office is currently gearing up for the end of the fiscal year and budget season. This is a very busy time of year for us and the training that is required to bring a new staff member up to speed takes at least one year so it is very important this position is filled as soon as possible.

ALTERNATIVES:

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

FINANCING:

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

<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: _____ 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: ✓ 10/21/16 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: ✓ 10/21/16 Date: _____

DEPARTMENT HEAD SIGNATURE:



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: HEALTH & HUMAN SERVICES – Fiscal

FOR THE BOARD MEETING OF: November 1, 2016

SUBJECT: Request for authorization to hire a full time Office Tech I/II in the HHS Fiscal division.

DEPARTMENTAL RECOMMENDATION:

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

- A) the availability of funding for the requested position exists in the various non-General Fund HHS budgets and General Fund, 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 Office Tech I at Range 55 (\$3,088 - \$3,754) or Office Tech II at Range 59 (\$3,389-\$4,118) dependent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting to fill a budgeted full time Office Tech I/II position in the HHS Fiscal Division, which recently became vacant when an employee accepted a promotion within HHS. This position is responsible for receiving and processing payables for all HHS divisions, depositing and tracking payments as well as State and Federal revenue, assisting the Administrative Analysts in maintaining more complex tracking for revenues/expenditures, compiling monthly program Account Director Reports, processing weekly General Assistance payments, applying re-payments and tax intercepts to consumer cases in C-IV system, the State Automated System for Employment and Eligibility. This position also cross-trains within HHS Fiscal to insure that there is coverage across multiple budgets in case of vacancies. The Department is respectfully requesting permission to hire an Office Tech I/II to fill the vacant position.

ALTERNATIVES:

Your Board could choose not to approve the filling of this position which could negatively impact the timeliness of claims being submitted and could cause delays in payments to vendors due to the shortage of staff in the fiscal division.

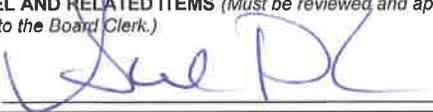
OTHER AGENCY INVOLVEMENT:

County Auditor's Office, multiple State Departments

FINANCING:

State, Federal, Health, Behavioral Health and Social Services Realignment funds, and General Fund. This position is budgeted 15% in Health (045100), 38% in Mental Health (045200), 36% in Social Services (055800), 6% in ICGOLD (056100), and 5% in CHDP (045102) in the Salaries and Benefits object codes.

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: <u>10/18/2016</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: <u>10/13/16</u>

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



Date: 10/18/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
13

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

FROM: HEALTH & HUMAN SERVICES – Public Health & Prevention

FOR THE BOARD MEETING OF: November 1, 2016

SUBJECT: 2016-17 Children's Medical Services Plan

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify and approve the Fiscal Year 2016-17 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 because the Department of Health Care Services traditionally releases budget allocations for CMS programs until after the fiscal year begins. This year, allocations were released in August, 2016 and we were given 60 days to use the information to complete the needed documents.

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.

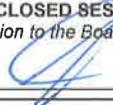
OTHER AGENCY INVOLVEMENT:

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

FINANCING:

CCS Administration - 045501: 51% Federal funding, 39% State funding, 10% 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></u> Date: <u>10/12/2016</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></u> Date: <u>10/13/2016</u>

DEPARTMENT HEAD SIGNATURE:  Date: 10/14/2016
(Not to be signed until all approvals are received)

Plan and Budget Required Documents Checklist

MODIFIED FY 2013-2014

County/City: _____	INYO	Fiscal Year: 2016-17
Document		Page Number
1.	Checklist	Yes
2.	Agency Information Sheet	Yes
3.	Certification Statements	
	A. Certification Statement (CHDP) – Original and one photocopy	Yes- pending signatures
	B. Certification Statement (CCS) – Original and one photocopy	Yes- pending signatures
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.	No
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)	

County/City: _____ INYO

Fiscal Year: 2016-17

	Document	Page Number
1.	Budget Summary	Yes
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: 2016-17

Official Agency

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

CMS Director (if applicable)

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

CCS Administrator

Name:	<u>Anna Scott</u>	Address:	<u>207A West South Street Bishop, CA 93514</u>
Phone:	<u>760-873-7868</u>		
Fax:	<u>780-873-7800</u>	E-Mail:	<u>ascott@inyocounty.us</u>

CHDP Director

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

CHDP Deputy Director

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

Clerk of the Board of Supervisors or City Council

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

Director of Social Services Agency

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

Chief Probation Officer

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

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

County/City: INYO	Fiscal Year: 2016-17
--------------------------	-----------------------------

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.

<i>Anna Scott</i>	<i>10/7/16</i>
Signature of CHDP Director	Date Signed

<i>Jean signs here.</i>	
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

Certification Statement - California Children's Services (CCS)

County/City: INYO	Fiscal Year: 2016-17
--------------------------	-----------------------------

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS 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.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

	
Signature of CCS Administrator	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

County of Inyo Children's Medical Services 2016-17

Program Narrative

Agency Description

The local California Children's Services (CCS), and Child Health and Disability Prevention (CHDP) are managed through the Inyo County Department of Health & Human Services (HHS), Public Health and Prevention Division. The administrative services of both programs share mutual management and clinical staff. The CCS and CHDP staff works primarily within two County offices located in the northeastern part of the county, in Bishop. Inyo County, while large in geographic size, is a rural county of less than 18,000 people. Providing CMS services to a rural population such as Inyo's requires employees to often work in blended positions in which they have responsibility for more than one program and/or program function. The department makes every effort to cross-train staff to ensure a continuum of services when vacancies occur. However, multiple vacancies in multiple positions over the past several years have made cross-training and continuity difficult.

The Health Care Program for Children in Foster Care (HCPCFC) is managed and supervised jointly with Public Health being the lead and Child Protective Services, a division of Health and Human Services, having secondary oversight. The Foster Care Nurse works primarily in the Public Health office and provides services at the Juvenile Hall. A workstation is available at the CPS office for the Foster Care Nurse to work at weekly, or as often as needed.

The HHS Deputy Director-Public Health, acts as the CMS/CHDP Director and has delegated a Public Health Nurse as the CMS Program Manager, who is responsible for resource and provider development in CHDP, and program coordination in CCS and HCPCFC; the focus being to assist the medical community in the delivery of program services through ongoing updates and trainings. The CMS Program Manager coordinates with multiple child service agencies to assure appropriate utilization of the CHDP Program and follow through is achieved for provider and school referrals. The CMS Program Manager works in coordination with the Dental Case Manager, the Registered Dietitian who is also the Women, Infants and Children Program Manager, and the Foster Care Nurse.

The CMS Program Manager also provides the CHDP Public Health Nurse (PHN) functions and takes a lead role in blending the overlapping objectives of CHDP, CCS, Medical Therapy Program (MTP), and Maternal Child and Adolescent Health (MCAH). This position works in coordination with a Nurse Case Manager for CCS, and a Program Technician for CCS, and serves as the Liaison for the MTP. This position has case management responsibility in both CCS and in CHDP programs. Referrals for CHDP follow up are appropriately assigned by the CHDP PHN to the Foster Care Nurse, Dental Case Manager, and the Dietitian. The HHS Deputy Director-Public Health and the CMS Program Manager meet minimally quarterly to address program oversight.

CCS case management is performed by a Nurse Case Manager, who works in coordination with the CMS Program Manager. The CCS Program Technician functions half-time in CCS and provides general assistance to other Public Health program functions. All of the CCS case management staff share a

common office space, and case review is ongoing. The CCS staff meets monthly, locally and via State Conference calls to review specific items, and program policies.

The CCS Nurse Case Manager also performs the role of the Foster Care Nurse, who consults weekly with CPS Social Workers and Probation, and attends staffing meetings as needed in order to update the health and education passports for children in foster care as required by law. The Foster Care Nurse supports foster care providers in obtaining timely comprehensive health assessments and dental examinations, through expediting referrals for medical, dental, mental health and developmental services. The Foster Care Nurse works with the CMS/CHDP PHN in order to identify major obstacles faced by children in foster care in gaining access to coordinated, multidisciplinary services. Infants and toddlers in foster care require referrals to Kern Regional Center for developmental assessment, and the CCS/Foster Care Nurse participates in developmental assessment via quarterly Early Start clinics. Some foster children require travel out of the county in order to obtain necessary specialty care authorized by CCS, or otherwise ordered by the treating physician. In these instances, referrals have been coordinated and authorized through the CCS/Foster Care Nurse.

The Health and Human Services Prevention Specialist, assigned to provide dental case management, regularly contacts local CHDP providers in order to obtain referrals for expedited case management for children in the CHDP Gateway program. Follow up of routine dental screening for children within the CHDP program is coordinated with the CMS/CHDP PHN. Dental education with a focus on good oral health is provided to school age children in collaboration with the UCLA School of Dentistry volunteers and local schools through the "Miles of Smiles" program, in conjunction with MCAH program goals. During the school screenings, many referrals for dental case management are received with follow-up needed to enroll children into the CHDP Gateway program. The HHS Prevention Specialist is involved in health/dental benefits eligibility review, dental appointment scheduling and providing transportation for parents and children in order to obtain dental care. This position is a full-time position, with time spread between Dental Case Management, and providing nutritional education as a WIC Nutrition Assistant and nutrition educator under MCAH.

The Registered Dietitian receives referrals for nutrition counseling, as identified by the CHDP providers and the CMS/CHDP Nurse. The Registered Dietitian also provides nutrition educational activities in support of Public Health community outreaches, representing efforts that address childhood obesity prevention. The Registered Dietitian works from the Prevention Office, and is also the WIC Program manager. Quarterly meetings with the CHDP Director, the CHDP Program Manager and Registered Dietitian are held for program review and quality improvement.

Over the past three fiscal years, the Public Health and Prevention division has experienced significant staff turnover, particularly in nursing positions. During this period of change, Public Health was able to continue to provide CMS programs through reassigning of duties where appropriate while HHS moved forward with the recruitment, hiring, and training of additional nursing staff. Fortunately, HHS is able to draw on other nursing resources in the department to provide additional support when such vacancies occur. Much training and staff development will continued to be needed during FY 16-17 as the division continues to struggle with recruitment and retention of nurses.

Incumbent List - California Children's Services

For FY 2014-15, complete the table below for all personnel listed in the CCS budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City:	Inyo	Fiscal Year: 2016-17		
Job Title	Incumbent Name	FTE % on CCS Admin Budget	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Deputy Director	Anna Scott	5	NO	NO
Registered Nurse	vacant	35	NO	NO
HHS Specialist	Nora Rudder	40	NO	NO
Office Tech III	Audra Bursell	3	NO	NO
Administrative Analyst	Allison Krohn	3	NO	NO

CHDP Program Referral Data

Complete this form using the instructions found on page 4-8 through 4-10.

County/City: INYO	FY 13-14		FY 14-15		FY 15-16	
Basic Informing and CHDP Referrals						
1. Total number of CalWORKs/Medi-Cal cases informed and determined eligible by Department of Social Services	1665		2322		Unavailable	
2. Total number of cases and recipients in "1" requesting CHDP services	Cases	Recipients	Cases	Recipients	Cases	Recipients
a. Number of CalWORKS cases/recipients	0	0	0	0		
b. Number of Foster Care cases/recipients	12	12	0	0		
c. Number of Medi-Cal only cases/recipients	33	33	6	9		
3. Total number of EPSDT eligible recipients and unborn, referred by Department of Social Services' workers who requested the following:	unknown		unknown		unknown	
a. Medical and/or dental services	Unavailable		unknown		unknown	

b. Medical and/or dental services with scheduling and/or transportation	Unavailable	Unavailable	Unavailable	Unavailable
c. Information only (optional)	Unavailable	unknown	unknown	
4. Number of persons who were contacted by telephone, home visit, face-to-face, office visit, or written response to outreach letter	35 (dental)	110	40	
Results of Assistance				
5. Number of recipients actually provided scheduling and/or transportation assistance by program staff		35	141	20
6. Number of recipients in "5" who actually received medical and/or dental services		51	30	35

**CHDP Administrative Budget Summary
No County/City Match
Fiscal Year 2016-2017**

County/City Name: Inyo

Category/Line Item	1 Total Budget (2 + 3)	2 Total CHDP Budget	3 Total Medi-Cal Budget (4 + 5)	4 Enhanced State/Federal (25/75)	5 Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$59,240	\$0	\$59,240	\$16,812	\$42,428
II. Total Operating Expenses	\$27,178	\$254	\$26,924	\$778	\$26,146
III. Total Capital Expenses					
IV. Total Indirect Expenses	\$543	\$0	\$543		\$543
V. Total Other Expenses					
Budget Grand Total	\$86,960	\$254	\$86,706	\$17,591	\$69,117

Source of Funds	1 Total Funds	2 Total CHDP Budget	3 Total Medi-Cal Budget	4 Enhanced State/Federal	5 Nonenhanced State/Federal
State General Funds	\$254	\$254			
Medi-Cal Funds:	\$86,706		\$86,706		
State Funds	\$31,021		\$31,021	\$21,715	\$9,306
Federal Funds (Title XIX)	\$55,939		\$55,939	\$39,157	\$16,782

10/4/2016 760-878-0246

akrohn@inyocounty.us

Prepared By (Signature)

Date Prepared

Phone Number

Email Address

[Signature]

10/6/16

760-873-7359

ascott@inyocounty.us

CHDP Director of Deputy Director
(Signature)

Date

Phone Number

Email Address

HCPCCFC Administrative Budget Summary
Fiscal Year 2016-17

County/City Name: Inyo

Category/Line Item	Column 1 Total Budget (2 + 3)	Column 2 Enhanced State/Federal (25/75)	Column 3 Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$15,978	\$9,189	\$1,622
II. Total Operating Expenses	\$0	\$0	\$0
III. Total Capital Expenses			
IV. Total Indirect Expenses	\$142		\$142
V. Total Other Expenses			
Budget Grand Total	\$16,120	\$9,189	\$1,764

Source of Funds	Column 1 Total Funds	Column 2 Enhanced State/Federal (25/75)	Column 3 Nonenhanced State/Federal (50/50)
State Funds	\$4,014	\$3,412	\$602
Federal Funds (Title XIX)	\$12,106	\$10,290	\$1,816
Budget Grand Total	\$16,120		

Prepared By (Signature) <i>[Signature]</i>	Date Prepared 10/4/2016	Phone Number 760-878-02046	Email Address akrohn@inyocounty.us
CHDP Director or Deputy Director (Signature) <i>[Signature]</i>	Date 10/6/16	Phone Number 760-873-7359	Email Address ascott@inyocounty.us

**HCPCFC Administrative Budget Worksheet
Fiscal Year 2016/17**

County/City Name: Inyo

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
I. Personnel Expenses							
1. VACANT, PHN	15.17%	\$71,263	\$10,810.60	85%	\$9,189.01	15%	\$1,621.59
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Salaries and Wages	15.17%		\$10,811		\$9,189		\$1,622
Less Salary Savings							
Net Salaries and Wages							
Staff Benefits (Specify %)	47.79%		\$5,167		\$0.00		\$0.00
I. Total Personnel Expenses			\$15,978		\$9,189		\$1,622
II. Operating Expenses							
1. Travel			\$0	85%	\$0	15%	\$0
2. Training			\$0	85%	\$0	15%	\$0
II. Total Operating Expenses			\$0		\$0		\$0
III. Capital Expenses							
1.							
2.							
II. Total Capital Expenses							
IV. Indirect Expenses							
1. Internal (Specify %)	0.89%		\$142				\$142
2. External							
IV. Total Indirect Expenses			\$142				\$142
V. Other Expenses							
1.							
2.							
V. Total Other Expenses							
Budget Grand Total			\$16,120		\$9,189		\$1,764

Page 18

	10/4/2016	760-878-0246	akrohn@invocountv.us
Prepared By (Signature)	Date prepared	Phone Number	Email Address
	10/6/16	760-873-7359	ascott@invocountv.us
CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address

**HCPCFC
INYO County
Budget Narrative
Fiscal Year 2016-17**

I. PERSONNEL EXPENSES

Total Salaries: \$10,811

Total Benefits: \$5,167

Total Personnel Expenses: \$15,978 This is a decrease from prior year.

Public Health Nurse
VACANT

This position is budgeted at 15.17%. This is an increase from the prior year.

II. OPERATING EXPENSES

Travel
Training

Total Operating Expenses: \$0

III. CAPITAL EXPENSES

Total Capital Expenses: \$0.00 No Capital Expenses planned for FY16/17

IV. INDIRECT EXPENSES

Total Indirect Expenses: \$142
\$142 Pays for some Workman's Comp insurance.

VI/ OTHER EXPENSES

Total Other Expenses: \$0

BUDGET GRAND TOTAL: \$16,120

CCS Administrative Budget Worksheet

Fiscal Year: 2016-17

County: Inyo

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	22	17.60%
OTLCP - Total Cases of Open (Active) OTLCP Children	12	9.60%
MEDICAL - Total Cases of Open (Active) Medi-Cal (non-OTLCP) Children	91	72.80%
TOTAL CCS CASELOAD	125	100%

Column	1	2	3	Straight CCS		Optional Targeted Low Income Children's Program (OTLCP)		Medi-Cal (Non-OTLCP)					
				4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 + 6 + 7)	Caseload %	Straight CCS County/State (\$0/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLCP) State/County/Federal (\$6.015.00/0)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (\$5/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (\$0/50)
1. Personnel Expense													
Program Administration													
1. Anna Scott, Deputy Director	5.00%	98,111	4,906	17.60%	863	9.60%	471	72.80%	3,572	0.00%	0	100.00%	3,572
2. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
3. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
4. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
5. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
Subtotal		98,111	4,906		863		471		3,572				3,572
Medical Case Management													
1. VACANT, Registered Nurse	35.00%	57,011	19,954	17.60%	3,512	9.60%	1,916	72.80%	14,527	95.00%	13,801	5.00%	726
2. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
3. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
4. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
5. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
6. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
7. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
8. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
Subtotal		57,011	19,954		3,512		1,916		14,527		13,801		726
Other Health Care Professionals													
1. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
2. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
3. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
Subtotal		0	0		0		0		0		0		0
Ancillary Support													
1. Nora Rudder, HHS Specialist II	40.00%	48,046	19,218	17.60%	3,382	9.60%	1,845	72.80%	13,991	0.00%	0	100.00%	13,991
2. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
3. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
4. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
5. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
Subtotal		48,046	19,218		3,382		1,845		13,991				13,991
Clerical and Claims Support													
1. Allison Kohm, Admin Analyst	3.00%	63,715	1,911	17.60%	336	9.60%	183	72.80%	1,391	0.00%	0	100.00%	1,391
2. Andrea Bursell, Office Tech III	3.00%	49,230	1,477	17.60%	260	9.60%	142	72.80%	1,075	0.00%	0	100.00%	1,075
3. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
4. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
5. Employee Name, Position	0.00%	0	0	17.60%	0	9.60%	0	72.80%	0	0.00%	0	100.00%	0
Subtotal		112,945	3,388		596		325		2,466		0		2,466

Column	1	2	3	Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)					
				4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 + 6 + 7)	CaseLoad %	Straight CCS County/State (50/50)	CaseLoad %	Optional Targeted Low Income Children's Program (OTLICP) State/County/Federal (6/16/88%)	CaseLoad %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
Total Salaries and Wages			47,466	17.60%	8,354	9.60%	4,557	72.80%	34,556	39.94%	13,801	60.06%	20,755
Staff Benefits (Specify %)	64.02%		30,388	17.60%	5,348	9.60%	2,917	72.80%	22,122		8,835		13,287
I. Total Personal Expense			77,854	17.60%	13,702	9.60%	7,474	72.80%	56,678		22,636		34,042
II. Operating Expense													
1. Travel			0	17.60%	0	9.60%	0	72.80%	0	39.94%	0	60.06%	0
2. Training			0	17.60%	0	9.60%	0	72.80%	0	39.94%	0	60.06%	0
3. General Operating			1,000	17.60%	176	9.60%	96	72.80%	728				728
4. Professional Services			300	17.60%	53	9.60%	29	72.80%	218				218
5. Utilities			900	17.60%	158	9.60%	86	72.80%	655				655
6.			0	17.60%	0	9.60%	0	72.80%	0				0
7.			0	17.60%	0	9.60%	0	72.80%	0				0
II. Total Operating Expense			2,200		387		211		1,601		0		1,601
III. Capital Expense													
1.			0	17.60%	0	9.60%	0	72.80%	0				0
2.			0	17.60%	0	9.60%	0	72.80%	0				0
3.			0	17.60%	0	9.60%	0	72.80%	0				0
III. Total Capital Expense			0		0		0		0		0		0
IV. Indirect Expense													
1. Internal	1.88%		1,110	17.60%	195	9.60%	107	72.80%	808				808
2. External	0.00%		0	17.60%	0	9.60%	0	72.80%	0				0
IV. Total Indirect Expense			1,110		195		107		808		0		808
V. Other Expense													
1. Maintenance & Transportation			7,063	17.60%	1,243	9.60%	678	72.80%	5,142				5,142
2.			0	17.60%	0	9.60%	0	72.80%	0				0
3.			0	17.60%	0	9.60%	0	72.80%	0				0
4.			0	17.60%	0	9.60%	0	72.80%	0				0
5.			0	17.60%	0	9.60%	0	72.80%	0				0
V. Total Other Expense			7,063		1,243		678		5,142		0		5,142
Budget Grand Total			88,227		15,527		8,470		64,229		22,636		41,593

Prepared By (Signature) *Allison Krohn* Prepared By (Printed Name) Allison Krohn Date Prepared 9/30/2016 Date Signed 10/6/16
 E-Mail address akrohn@lincocounty.us E-Mail address ascott@lincocounty.us
 Telephone Number with Area Code 760-878-0246 Telephone Number with Area Code 760-873-7359

CCS Administrator (Signature) *Anna Scott* CCS Administrator (Printed Name) Anna Scott
 Revised 8/25/2016

CCS Administrative Budget Summary

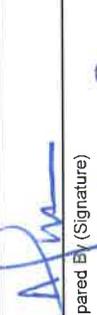
Fiscal Year: 2016-17

County: Inyo

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	22	17.60%
OTLIPC - Total Cases of Open (Active) OTLIPC Children	12	9.60%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLIPC) Children	91	72.80%
TOTAL CCS CASELOAD	125	100%

Category/Line Item	Col 1 = Col 2+3+4		OTLIPC	Medi-Cal (non-OTLIPC) (Column 4 = Columns 5 + 6)		
	1	2		4	5	6
Total Budget		Straight CCS State/County (50/50)	Optional Targeted Low Income Children's Program (OTLIPC) State/County/Federal (6,016,018)	Medi-Cal State/Federal (25/75)	Enhanced Medi-Cal State/Federal (50/50)	Non-Enhanced Medi-Cal State/Federal (50/50)
I. Total Personnel Expense	77,854	13,702	7,474	56,678	22,636	34,042
II. Total Operating Expense	2,200	387	211	1,601	0	1,601
III. Total Capital Expense	0	0	0	0	0	0
IV. Total Indirect Expense	1,110	195	107	808		808
V. Total Other Expense	7,063	1,243	678	5,142		5,142
Budget Grand Total	88,227	15,527	8,470	64,229	22,636	41,593

Source of Funds	Col 1 = Col 2+3+4		OTLIPC	Medi-Cal (non-OTLIPC) (Column 4 = Columns 5 + 6)		
	1	2		4	5	6
Total Budget		Straight CCS State/County (50/50)	Optional Targeted Low Income Children's Program (OTLIPC) State/County/Federal (6,016,018)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
Straight CCS						
State	7,763	7,763				
County	7,764	7,764				
OTLIPC						
State	508		508			
County	508		508			
Federal (Title XXI)	7,454		7,454			
Medi-Cal						
State	26,456			26,456	5,659	20,797
Federal (Title XIX)	37,773			37,773	16,977	20,796

Prepared By (Signature):  Allison Krohn
 Prepared By (Printed Name): Allison Krohn
 Date: 9/30/2016
 Email Address: akrohn@invoounty.us

Prepared By (Signature):  Anna Scott
 Prepared By (Printed Name): Anna Scott
 Date: 10/6/16
 Email Address: ascott@invoounty.us

**CCS ADMIN
 INYO County
 Budget Narrative
 Fiscal Year 2016-17**

I. PERSONNEL EXPENSES

Total Salaries:	\$47,466	
Total Benefits:	\$30,388	
Total Personnel Expenses:	\$77,854	Decreased due to staff vacancies

Deputy Director-Public Health Anna Scott		This position is budgeted at 5% and is unchanged from the prior year.
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Public Health Nurse VACANT		This position is budgeted at 35% for 8 months only due to an unknown amount of time that the position will remain vacant.
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HHS Specialist Nora Rudder		This position is budgeted at 40% which is a 10% decrease from the prior year.
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Administrative Analyst Allison Krohn		This position is budgeted at 3% which is a 2% decrease from the prior year
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Office Technician III Audra Bursell		This position is budgeted at 3% and is unchanged from the prior year
--	--	--

II. OPERATING EXPENSES

General Operating/office supplies	\$1,000	Misc. office supplies, copying, etc. This has been reduced from the prior year.
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Professional Services	\$300	Transcription services. This has been increased by \$50 from the prior year.
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Utilities	\$900	Includes phone, electricity, gas etc. This has been increased by \$150 from the prior year.
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Total Operating Expenses:	\$2,200	
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IV. INDIRECT EXPENSES

	\$1,110	Public Liability insurance is considered an internal overhead cost. Cost are distributed by the CAO. This is an slight increase from the prior year
Total Indirect Expenses:	\$1,110	

VI/ OTHER EXPENSES

Maintenance and Transp.	\$ 7,063.00	Reduced from prior year.
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Total Other Expenses:	\$ 7,063.00	
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BUDGET GRAND TOTAL	\$ 88,227.00	
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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: County Administrator

FOR THE BOARD MEETING OF: November 1, 2016

SUBJECT: County's Response to the 2015-2016 Grand Jury Report

DEPARTMENTAL RECOMMENDATION:

Request Board approve the report to Judge Dean Stout, Presiding Judge, Inyo County Superior Court, responding to the findings and recommendations in the 2015-2016 Grand Jury Final Report and authorize the County Administrator to sign the transmittal letter.

SUMMARY DISCUSSION:

The Inyo County Grand Jury has issued its 2015-2016 Grand Jury Final Report which was served on the County on August 9, 2016. The County's response is due within 90 days, no later than November 16, 2016. As in the past, your Board's response is organized in a manner that ensures all findings and recommendations requiring a response by the County, through the Board of Supervisors, have been addressed in the manner required by law.

Section 933.05(a) and (b) of the Penal Code identify how the County responds to the Grand Jury Reports. The Board of Supervisors, as the governing body, responds to all items under its control, i.e., Juvenile Hall, Jail, etc. Every elected County officer also has a responsibility under the Code to provide comment, if requested by the Grand Jury, to the Presiding Judge of the Superior Court, with an information copy being sent to the Board of Supervisors. The Sheriff has responded and forwarded a copy of his individual response to the Board of Supervisors; a copy is attached.

As in years past, this year's County response is limited to only those items required by State Statute to be responded to by the Board of Supervisors.

ALTERNATIVES:

The Board of Supervisors is responsible for providing Inyo County's response to the Grand Jury Report and as such your Board can direct Staff to change any one or all of the responses.

OTHER AGENCY INVOLVEMENT:

The draft County responses to the Fiscal Year 2015-2016 Grand Jury Final Report were prepared based on input from County departments with responsibility for topics covered in the report.

FINANCING:

There is no fiscal impact associated with this report.

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	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: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 10-26-2016

OFFICE OF THE
SHERIFF
INYO COUNTY, CA



WILLIAM R. LUTZE
SHERIFF

JEFF HOLLOWELL
UNDERSHERIFF

"A Professional Service Agency"

September 9, 2016

Inyo County Grand Jury
c/o Honorable Dean T. Stout, Presiding Judge
Inyo County Superior Court
PO Drawer U
Independence, Ca. 93526

Dear Members,

First, I would like to take this opportunity to thank you for your service as members of the Grand Jury. I recently received your Final Report for the Inyo County Sheriff's Office/County Jail Inspection Report. My responses to your recommendations and commendations are as follows:

R1: The Grand Jury recommends a technological upgrading of the electronic control panel in the Panel in the Pod observation tower of the Jail.

Response: The Sheriff's Office is aware of the issues with the control panels which are approximately 22 years old. We have contacted several providers to determine the best course of action and products available. A decision should be made this year and a Request for Proposals completed.

R2: The Grand Jury recommends consideration be given whereby deputies have the option of wearing vests or belts in carrying the 30+ lbs. of equipment that they are required to carry.

Response: The Sheriff's Office authorized Deputy Sheriff's to wear load bearing vest in 2012 and authorized Correctional Officers to wear load bearing vests on 8/13/2015. The Deputies and Correctional Officers receive \$1,200 per year for purchase and maintenance of uniforms. We provide safety equipment upon employment but the load bearing vests are optional equipment and must be purchased by the Deputy or Correctional Officer and must meet Department specifications.

R3: The Grand Jury recommends improved coordination between Health and Human Services and the Sheriff's Department when addressing mental illness and severe substance abuse cases and responding time by Health and Human Services personnel.

Response: The Sheriff's Office is meeting regularly with Health and Human Services staff to discuss and coordinate mental health and substance abuse response protocols. Improvement has been made in this area to date.

Again, thank you for your service. If you have any questions or need further information please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "William R. Lutze". The signature is stylized and cursive.

William R. Lutze, Sheriff



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526

TELEPHONE (760) 878-0373

email: kcarunchio@inyocounty.us

MEMBERS OF THE BOARD
DAN THOTHEROH
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MATT KINGSLEY

KEVIN CARUNCHIO
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

November 1, 2016

The Honorable Dean Stout
Presiding Judge, Inyo County Superior Court
Inyo County Courthouse
Independence, CA 93526

SUBJECT: 2015-2016 Grand Jury Final Report

Dear Judge Stout:

On behalf of the Board of Supervisors and all County departments, I would like to take this opportunity to thank the members of the 2015-2016 Grand Jury for their dutiful, thoughtful, and thorough work in preparing the 2015-2016 Grand Jury Final Report. The County appreciates these dedicated citizens' commitment to trying to affect positive and constructive improvements to the way our local government functions.

Enclosed is the County of Inyo's response to the Report. As with the County's responses to Final Grand Jury Reports in years past, this response follows Penal Code Sections 933.05(a) *Responses to findings* and 933.05(b) (copy included). The County's response is limited to only those items required by State Statute, and in the format prescribed by law which, as you know, provides the County with very little literary license. As a result of the County's need to tailor its response to comply with narrow legal constraints, the County's responses may sometimes convey an unintentionally terse tone due solely to the limited choice of phrased responses the law permits the County to select when responding to sometimes complex and nuanced findings and recommendations. Again, this is largely unavoidable due to the constraints of the State Statute and the County certainly means no disrespect to the Grand Jury in providing its response.

Again, on behalf of the Board of Supervisors, I want to express the County's appreciation for the Grand Jury's efforts to identify ways in which the County may improve its operations in support of our efforts to provide quality services to our community.

Sincerely,

Kevin D. Carunchio
County Administrator

KC
cc: Inyo County Board of Supervisors

California Penal Code Section 933.05 (a) and (b)

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.



**County of Inyo
Response
to 2015-2016
Final Grand Jury Report**

COUNTY RESPONSE
**2015-2016 INYO COUNTY
GRAND JURY REPORT**

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COUNTY RESPONSE
2015-2016 INYO COUNTY GRAND JURY REPORT
ON THE CONDITIONS AND MANAGEMENT OF
INCARCERATION FACILITIES WITHIN INYO COUNTY

———— INYO COUNTY JAIL ————

FINDINGS

Finding – “1) The Inyo County Jail facility was clean and appeared to be very well kept.”

County Response: Agree.

Finding – “2) As indicated by transferred inmates from the state prison system, the meals provided by the Inyo County Jail are superior to those provided in the state system.”

County Response: Unable to agree or disagree. While we appreciate the compliment and are flattered, this is a matter of opinion and personal taste.

Finding – “3) The Inyo County Jail now provides meals for the Inyo County Juvenile Center.”

County Response: Agree.

Finding – “4) New computer legal access programs are now in the jail library replacing law books and other legal documentation.”

County Response: Agree.

Finding – “5) Segregation of inmates as to risk classification has helped in making incarceration time safer for both inmates and correctional officers. Approximately 90 percent of the violence that occurs within Inyo County Jail is caused by 10 percent of the population. Inmates with mental health issues are those most often involved in physical confrontation. This past year, 6-8 inmates met the mental health classification at Inyo County Jail at any given time.”

County Response: Agree.

Finding – “6) Volunteer programs such as faith-based offerings, Alcoholics Anonymous, and General Equivalency Diploma are available to inmates. Moral Recognition Therapy is provided by Inyo County Health and Human Services personnel.”

County Response: Agree.

Finding – “7) The average incarceration time for local Inyo County inmates is 14 days. The biggest issue is alcoholism with over half of the incarcerations being ... due to alcohol. Recent records indicate that prison inmates are serving times within the range from 454 days to a high of 505 days in Inyo County Jail.”

County Response: Agree.

Finding – “8) The service belts worn by Sheriff’s Deputies and Correctional Officers, with all of their equipment attached, puts stress on their backs, resulting in chronic back problems for some officers.”

County Response: Disagree partially. Deputies and Correctional Officers have the option of wearing load-carrying vests instead of service belts.

Finding – “9) Inyo County encompasses in excess of 10,000 square miles, making it the second largest county in the United States – second only to San Bernardino County. Many times, one deputy is required to protect and serve a very large territory.”

County Response: *Disagree partially.* Inyo County is not the second largest county in the United States; that distinction belongs to Coconino County, Arizona. Inyo County is the second largest county in the State of California. And, while Sheriff's deputies may cover vast territories, much of this territory is unpopulated or sparsely populated due to land tenure patterns and land use designations (e.g., about 65% of Inyo County is designated as Wilderness). Also, we note that based on sworn staff approved in the County Budget as part of the County's Authorized Staffing, the County employs 39 sworn staff, or better than the equivalent of one deputy for every 500 residents.

Finding – "10) Over the past years some Inyo County Deputies, after serving as a Sheriff's Deputy, opted to join the Bishop Police Department or the Mammoth Police Department, as both have a better pay scale than the Inyo County Sheriff's Department."

County Response: *Disagree partially.* The pay scale may be better at the police departments for some positions, but that has not necessarily been a contributing factor every time a deputy has relocated to another department. Furthermore, because compensation and benefits packages vary wildly from agency to agency, it is difficult to accurately compare one compensation package to another. Some agencies may provide greater long-term benefits (e.g., Social Security or retiree healthcare) that are not reflected in an officer's paycheck check. For this reason, the County respectfully suggests the Grand Jury compare actual agency costs per deputy or officer (rather than paychecks) to gauge a truer comparison.

Finding – "11) With state funding assistance, the Sheriff's Department is able to send qualified deputy candidates to Riverside County Sheriff's Academy. This costs upwards of \$50,000 per candidate and involves close to 900 hours of training."

County Response: *Agree.*

Finding – "12) An immediate concern involving the Inyo County Sheriff's Department and the Inyo County Health and Human Services Department involves the issue of the response to severe mental illness or severe abuse situations. These situations require that as promptly as possible, a mental health evaluation be conducted while the subject is still symptomatic and acting out before the symptoms change. A health care professional needs to respond promptly, day or night, not the next morning or after the mental illness episode has worn off or changed, so that the health care professional can see and evaluate the physical condition and mental symptoms the victims and law enforcement were faced with at the time they responded to the episode. We are told that the Welfare & Institutions Code Section 5150 episodes are not being attended to until the next day, if the incarceration took place during non-business hours for the health professionals, by which time the symptoms may have dissipated or changed."

County Response: *Disagree partially.* Sheriff's Department and Health and Human Services staff is making strides to improve response times and their efforts have resulted in improvement thus far.

Finding – "13) Gainful fulltime employment and housing opportunities are not easily accessible to former inmates in Inyo County. The same holds true for all unemployed citizens, including recently graduated High School students."

County Response: *Disagree partially.* The County can only respond to the Finding as it relates to the Inyo County Jail, and agrees that it can be challenging for inmates to transition back into the community upon their release because of housing and employment issues. The Board of Supervisors is, however, being proactive in addressing this issue. On February 23, 2016, the Board of Supervisors directed the Chief Probation Officer and Health and Human Services Director to develop and present a joint plan to ultimately establish a co-managed and co-located Area Resource Center for adult offenders as well as juveniles. To date, the Board has received and approved an Area Center Plan for juveniles, but is still waiting to receive the plan for developing an Area Resource Center where adults, adult offenders on probation, or adults leaving the jail can receive life skills services that will assist them in securing jobs and housing and becoming contributing members of the community. The Board looks forward to receiving and considering this plan sometime this year, and is hopeful that an adult Area Resource Center can be developed as part of the Consolidated County Office Building Project (previously endorsed by the Grand Jury) or at a stand-alone location that would co-locate Probation and Health and Human Services staffs and reduce the size needed for the Consolidated County Office Building.

RECOMMENDATIONS

Recommendation – “1) The Grand Jury recommends a technological upgrading of the electronic control panel in the Panel in the Pod observation tower of the Jail.”

County Response: *This recommendation requires further analysis.* The County has provided \$12,000 in funding in the Fiscal Year 2016-2017 Budget for a Jail repair and replacement evaluation. This funding could be used to evaluate the need to upgrade the electronic control panel if determined to be a priority by the Public Works Director and the Sheriff relative to other facility evaluation needs at the Jail. Otherwise, funding for such an evaluation and possible upgrades to the control panel will need to be identified in future budgets.

Recommendation – “2) The Grand Jury recommends consideration be given whereby deputies have the option of wearing vests or belts in carrying the 30+ pounds of equipment that they are required to carry.”

County Response: *This recommendation will not be implemented as it is unwarranted.* The Sheriff’s Office has authorized Deputy Sheriff’s to wear load-bearing vests since 2012 and authorized Correctional Officers to wear load-bearing vests since August 13, 2015. Currently, they must be purchased by the Deputy or Correctional Officer (and the County provides employees with a uniform) and meet Departmental specifications.

Recommendation – “3) The Grand Jury recommends improved coordination between Health and Human Services and the Sheriff’s Department when addressing mental illness and severe substance abuse cases and responding time by Health and Human Services personnel.

County Response: *This recommendation is being implemented.* The Sheriff’s Office and Health and Human Services staff has been meeting regularly to discuss and coordinate mental health and substance abuse response protocols. The County has already seen improvement in this area as a result of these meetings.

COMMENDATION

Commendation – “1) The Grand Jury commends all Inyo County Sheriff’s Department personnel, from deputies, correctional officers, clerical staff, support staff and Sheriff, for dedication to the work responsibilities required in maintaining an efficient and well maintained jail facility – all on a budget that is deficient commensurate to the workload required.”

County Response: Agree. The dedicated men and woman of our Sheriff’s Office deserve praise for rising to the occasion to ensure our jail operations run smoothly, safely, and in compliance with state and federal law. However, as evidenced by the commendation itself, the budget is clearly sufficient to get the job done. And the Board joins the department and its dedicated employees in wishing the County had more funds to budget, allowing even greater accomplishments.

DRAFT

COUNTY RESPONSE
2015-2016 INYO COUNTY GRAND JURY REPORT
ON THE CONDITIONS AND MANAGEMENT OF
INCARCERATION FACILITIES WITHIN INYO COUNTY

———— INYO COUNTY JUVENILE DETENTION FACILITY ————

FINDINGS

Finding – “1) The Juvenile Center Policy and Procedure manual is outdated and needs to be updated.”

County Response: *Disagree partially.* The Department has been working on updating the policy and procedure manual; however as a component of the inspections completed by Board and State of Community Corrections, the policy manual is reviewed and was found in compliance to standards.

Finding – “2) Fire alarm system appears to be in need of updating. While inspected yearly, the system fails to operate properly, especially when humidity is high. The alarm sounds, sometimes for hours at a time.”

County Response: *Disagree partially.* The alarm does at times go off due to humidity, but it does not fail to perform. The system is inspected annually and is found to be in compliance with regulations. Furthermore, the Fiscal Year 2016-2017 County Budget includes over \$25,000 to improve the fire alarm system.

Finding – “3) The back-up generator does not always operate when needed and is checked by Public Works periodically. The generator needs to work when it is needed, and needs to be replaced or operable.”

County Response: *Disagree partially.* The generator is an older model and has at times not started automatically, however the manual start is operable. Building and maintenance tests the generator monthly during summer months and weekly during the winter months.

Finding – “4) Per capita cost of detainees stay is \$95 per day for stays under 90 days in length; for stays longer than 90 days, the cost drops to \$75 per day.”

County Response: *Disagree.* The numbers that are quoted by the Grand Jury are actually for outside contracts with other counties for the detention of youth. The County’s actual per capita cost per day for detainees in Fiscal Year 2015-2016 was \$1,031.58. These extremely high costs factored heavily into the recent decision by the Board of Supervisors to restructure the County’s provision of juvenile services in Inyo County to expand services while more efficiently using taxpayer money.

Finding – “5) Occasionally, Mono County minors are detained in the Inyo County Juvenile Facility.”

County Response: *Agree.* Inyo and Mono Counties have an MOU to house Mono County youth ordered by Court to be detained.

Finding – “6) Detainee and staff meals are received from the Inyo County Jail Kitchens, resulting in a cost savings.”

County Response: *Agree.* In an effort to be more efficient, the Juvenile Facility receives all meals from the Inyo County Jail Kitchen. This program has proven to be successful in reducing costs at the Juvenile Facility.

Finding – “7) Sally-Port area is not secure.”

County Response: *Agree.*

RECOMMENDATIONS

Recommendation – “1) Policy and Procedure manual needs updating.”

County Response: *This recommendation will be implemented.* The policy and procedure manual will undergo evaluation and updates by policy and procedure on an as needed basis throughout the year.

Recommendation – “2) Fire alarm system needs updating and possibly a new system installed, using up to date technology. The alarm sounds, often for long periods of time, especially when humidity is high.”

County Response: *This recommendation has not been implemented but will be implemented in the future.* The system is tested and inspected annually and is in compliance. However, a quote to update the system has been received and is being evaluated. As noted above, funding to accomplish improvements that are deemed necessary has been included in the County’s Fiscal Year 2016-2017 Budget.

Recommendation – “3) Back-up generator needs repair or a new generator installed. Currently, the generator does not always power the building when electricity fails.”

County Response: *This recommendation will not be implemented because it is not warranted.* The system is tested and inspected routinely. The generator does work when started manually. As funding becomes available the Juvenile Center can consider upgrades to the generator so it can be reliably started automatically.

COMMENDATION

Commendation – “1) The interior of the facility is very well maintained and very clean. The classroom for detainees is unsurpassed in it’s up to date technology, visual aids and overall learning environment, as compared to other public school environments. The teaching staff is to be commended for their daily dedication to student learning.”

County Response: *Agree.* All of the Administrators, Supervisors, Group Counselors, Support Staff, Cooks, and Teachers should be commended for their dedication and hard work to keep the youth, detained at the Juvenile Center, safe and secure. The County notes, however, that the operation of the court school (aka the Keith Bright School) and the teachers employed there is the responsibility of the Bishop Unified School District by agreement with the Inyo County Superintendent of Schools.

COUNTY RESPONSE
2015-2016 INYO COUNTY GRAND JURY REPORT
ON TOXIC SUBSTANCES BEING RELEASED
INTO THE ENVIRONMENT BY CG ROXANE
AT THE OLANCHA/CARTAGO BOTTLING PLANT

FINDINGS

Finding – “1) Inyo County issued original Conditional Use Permit in 1980.”

County Response: Disagree. The overall Crystal Geyser Roxane Bottling Facility was approved administratively at a time when no conditional use permit was required for such facilities.

Finding – “2) CG Roxane constructed an Arsenic Pond in 2003.”

County Response: Unable to agree or disagree. The County does not have any records related to the construction of the Arsenic Pond and therefore cannot be sure when or why the arsenic pond was constructed.

Finding – “3) The arsenic pond was constructed to handle arsenic waste extracted from the water to meet FDA requirements for bottled water.”

County Response: Unable to agree or disagree. The County does not have jurisdiction in this matter and, as noted in the preceding response, the County does not have any records related to the construction of the Arsenic Pond, and therefore cannot be sure when or why the arsenic pond was constructed.

Finding – “4) Inyo County admitted to issuing a grading permit for the pond but doesn't have a copy of the permit.”

County Response: Disagree wholly. It is unclear as to why the Grand Jury indicates the County has admitted issuing a grading permit for the arsenic pond. The County has no record of ever issuing a grading permit, is unaware of ever issuing a grading permit, or of making any such admission that it had issued a grading permit. The Public Works department is responsible for issuing County grading permits, and the Public Works department has no record of a grading permit being issued for the arsenic pond. The County is not, and cannot be responsible for the actions of individuals or entities that construct facilities without the benefit of permits or approvals if and when required.

Finding – “5) The grading permit should have triggered CEQA/EIR due to the arsenic ponds potential for impacts to the environment.”

County Response: Disagree wholly. There is no record of a grading permit being issued. And, had a grading permit been issued, it would not have automatically triggered the California Environmental Quality Act, or the preparation of an Environmental Impact Report, because the issuance of grading permits in Inyo County is ministerial (non-discretionary) and is therefore statutorily exempt from CEQA.

Finding – “6) Inyo County did not require CEQA/EIR at this time.”

County Response: Agree. There is no record of a grading permit being issued for the arsenic pond. Furthermore, as noted above, the issuance of grading permits in Inyo County is ministerial (non-discretionary) and is therefore statutorily exempt from CEQA review.

Finding – “7) CG Roxane did not obtain Hazardous Waste Discharge permits for the pond from the Department of Toxic Substances.”

County Response: Unable to agree or disagree. The County does not have jurisdiction in this matter and is not in a position to affirm possible inactions on the part of CG Roxane relative to the requirements of the Regional Water Quality Control Board.

Finding – “8) CG Roxane did not obtain or provide a plan for Water Quality Monitoring from Lahontan Regional Water Quality Control Board which is required for waste discharge.”

County Response: *Unable to agree or disagree.* The County does not have jurisdiction in this matter, and is not in a position to affirm possible inactions on the part of CG Roxane relative to the requirements of the Regional Water Quality Control Board.

Finding – “9) CG Roxane violated California Health and Safety Codes and was issued a summary of violations from the Department of Toxic Substances.”

County Response: *Unable to agree or disagree.* The County does not have jurisdiction in this matter and is not in a position to affirm whether or not the State Department of Toxic Substances has taken any action on this matter or what that action might be.

Finding – “10) The arsenic pond liner failed and arsenic was released into the aquifer and surrounding soils over a period of years.”

County Response: *Agree.* Based on information provided by the Lahontan Regional Water Quality Control Board during the public meeting the County hosted in Olancho, the County understands this to be a reasonable summary of the situation.

Finding – “11) Cartago Mutual Water Company was concerned that its well would be contaminated by the illegal arsenic discharge.”

County Response: *Agree.* That is the County’s understanding based on statements made in different forums by representatives of the Cartago Mutual Water Company. However, the County does not have jurisdiction over the Cartago Mutual Water Company and is not attempting to speak on behalf of the Cartago Mutual water Company which can, and should speak for itself.

Finding – “12) Cartago Mutual Water Company brought the arsenic issue/illegal discharge to Inyo County staff during EIR process in 2011 for expansion of its existing facility.”

County Response: *Disagree partially.* A representative from the Cartago Mutual Water Company raised the issue of arsenic discharges at the existing CG Roxane plant during the CEQA process for Cabin Bar Ranch project in the context that there would be discharges from the new Cabin Bar plant because there were discharges as the old plant. However, allegations about the lack of permitting at the existing CG Roxane plant do not appear in the record until after the Final EIR for the Cabin Bar project was published in late 2012.

Finding – “13) Inyo County staff were not responsive to Cartago Mutual Water Company.”

County Response: *Disagree wholly.* The County responded appropriately with written materials presented during the Cabin Bar Ranch proceedings. And, staff from the County’s Water department, Planning department, and Environmental Health department, as well as a member of the Board of Supervisors have had ongoing responsive and proactive communications, both responsive and proactive, with the representative from the Cartago Mutual Water Company. The County also offered to attend and provide updates at Cartago Mutual Water Company meetings and the offer was declined with the County being told to work with the Water Company’s representative.

Finding – “14) Cartago Municipal Water Company consultants requested a permit review from the Lahontan Regional Water Quality Control Board in 2012.”

County Response: *Unable to agree or disagree.* The County does not have jurisdiction in this matter and is not in a position to affirm possible actions on the part of CG Roxane relative to the Regional Water Quality Control Board.

Finding – “15) Lahontan Regional Water Quality Control Board had not issued any permits for Crystal Geyser’s arsenic extraction process and discharge.”

County Response: *Unable to agree or disagree.* The County does not have jurisdiction in this matter and is not in a position to affirm whether or not the Regional Water Quality Control Board has taken any action on this matter or what that action might be. The County is working with the Regional Water Quality Control Board to keep the public appropriately informed of its activities.

Finding – “16) Cartago Municipal Water Company informed Inyo County staff of lack of permitting for the arsenic pond.”

County Response: *Agree.* The County was made aware of potential arsenic issues on the neighboring property during the CG Roxane’s Cabin Bar Project in part by representatives of the Cartago Mutual Water Company.

Finding – “17) Lahontan Regional Water Quality Control Board followed up with CG Roxane to remove the arsenic pond with specific guidelines for the removal.”

County Response: *Unable to agree or disagree.* The County does not have jurisdiction in this matter and is not in a position to affirm whether or not the Regional Water Quality Control Board has taken any action on this matter or what that action might be. The County continues to work with the Regional Water Quality Control Board to keep the public appropriately informed of its activities relative to CG Roxane.

Finding – “18) CG Roxane did not comply with guidelines of the Lahontan Regional Water Quality Control Board in removing the arsenic pond or providing a plan to the Department of Toxic Substances.”

County Response: *Unable to agree or disagree.* The County does not have jurisdiction in this matter and is not in a position to affirm any actions or inactions of CG Roxane in regard to the requirements of the Regional Water Quality Control Board or Department of Toxic Substances.

Finding – “19) Inyo County was not responsive to citizen concerns until Lahontan Regional Water Quality Control Board got involved.”

County Response: *Disagree wholly.* The County has facilitated the Lahontan Regional Water Quality Control Board’s rightful and appropriate involvement in this matter. The Regional Water Quality Control Boards are uniquely suited to address such issues, in Inyo as well as most other counties in California, and the County will rely on the findings of the LRWQCB investigation to inform any County action that may subsequently be appropriate.

Based upon public interest in the Investigation, the County spent considerable resources initiating, organizing and hosting a public meeting in Olancho, which was attended by the Grand Jury, to disseminate information about the LRWQCB Investigation of the arsenic pond. The County has been responsive to public input regarding the arsenic pond.

Finding – “20) Inyo County left no options for the residents of Cartago Mutual Water Company but to file a lawsuit to protect their drinking water and surrounding environment.”

County Response: *Disagree wholly.* Filing of a lawsuit was a decision made by the Cartago Mutual Water Company. The County is not privy to the factors that went into making that decision. It is also noted that there are a number of regulatory agencies that are well situated to assist in the protection of drinking water and surrounding environment including Lahontan Regional Water Quality Control Board and the Department of Toxic Substance Control.

Finding – “21) CG Roxane filed a counter suit against Cartago Mutual Water Company this year.”

County Response: *Unable to agree or disagree.* This finding is outside the jurisdiction of Inyo County and any comment by the County would amount to hearsay.

RECOMMENDATIONS

Recommendation – “1) Inyo County needs to review the Conditional Use Permits and develop a policy to review permits that have a potential for impacts.”

County Response: *This recommendation has been implemented.* The County developed a process a number of years ago whereby Inyo County reviews all Conditional Use Permits for compliance with the conditions approval, which are vetted and approved through a public process. This process has been reviewed and major changes are unwarranted.

Recommendation – “2) Inyo County needs to be responsive to its citizens concerns.”

County Response: *This recommendation has been implemented.* As discussed in the response to Finding #19, Inyo County is, and has been responsive to public concerns about the arsenic pond. The Board of Supervisors expects the County to be as responsive to its citizens' concerns as possible, but recognizes that there is always room for improvement in this area. The County understands that whether it will be judged as being responsive in any particular situation will often depend whether the person or entity involved has had its needs or objectives met. It is not always possible for the County to meet a particular party's needs or expectations. The fact that the County, appropriately, did not yield to the demands of a single representative from the Cartago Mutual Water Company does not mean that it has been unresponsive to the needs of its citizens. On the contrary, the County has taken steps to monitor a situation largely outside its jurisdiction and keeps its citizens informed. The County stands by willing and ready to take further action as appropriate and warranted based on any additional information that comes to light.

Recommendation – “3) Inyo County needs to ensure CG Roxane follows all rules and regulations in its operations.”

County Response: *This recommendation has been implemented.* Inyo County has an obligation to ensure that all rules and regulations within the County's jurisdiction and authority are followed, and does so. However, the County is not in a position to monitor or enforce regulations that do not fall within its jurisdiction or authority.

Recommendation – “4) Inyo County needs to give assistance to Cartago Municipal Water Company in its lawsuit against CG Roxane.”

County Response: *This recommendation will not be implemented because it is not reasonable.* It is the County's understanding that the Cartago Mutual Water Company lawsuit has been withdrawn. Furthermore, it is not clear what type of assistance the Grand Jury expects the County to provide a private water company? Some assistance may be inappropriate or even illegal depending on the circumstances. However, regardless, as noted in the County's responses to Finding #20, the filing of a lawsuit was a decision made by the Cartago Mutual Water Company. The County is not privy to the factors that went into making that decision. Furthermore, it would not be appropriate to support either the Cartago Mutual Water Company or, for that matter, support CG Roxane in any counter-suit against the Water Company.

Recommendation – “5) Inyo County needs to be held accountable for its inaction.”

County Response: *This recommendation will not be implemented because it is not warranted or reasonable.* As noted in the response to findings above, the County has acted appropriately within its scope of authority and jurisdiction. Additionally, the County has no idea how it would implement such a recommendation.

Recommendation – “6) CG Roxane needs to be held accountable for its actions.”

County Response: *This recommendation requires further analysis.* The County understands that investigations regarding regulatory compliance and remediation regarding the arsenic pond are ongoing. Depending on the outcomes of the ongoing investigation and studies, the agency or agencies with jurisdiction could take actions.

DRAFT



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: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: November 1, 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 biweekly 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

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

Date: 10/24/16



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: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: November 1, 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 biweekly 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)
 (The Original plus 20 copies of this document are required)

Date: 10/24/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: November 1, 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 biweekly 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)
(The Original plus 20 copies of this document are required)

Date: 10/24/16



19

INYO COUNTY
FISH AND WILDLIFE COMMISSION
787 NORTH MAIN STREET STE 220
BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
GARY GUNSOLLEY
BRUCE IVY
GARRETT McMURTRIE
JOE PECSI

ALTERNATE MEMBER
JOHN FREDERICKSON

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

October 21, 2016

Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93514

Gentlemen:

At their October 20, 2016 meeting the Inyo Fish and Wildlife Commission considered and approved requesting the Board of Supervisors approve a \$2,500 expenditure from the Fiscal Year 2016-17 Fish and Game Budget to the Friends of the Mt. Whitney Fish Hatchery for their Trout in the Classroom Project.

Attached is the Agenda for the meeting and the draft minutes of the meeting, along with Mr. Pedersen's request for funding on behalf of the Friends.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Gunsolley".

Patricia Gunsolley, Secretary

Darcy Ellis

From: Ted Pedersen <tpedersen64@gmail.com>
Sent: Sunday, September 18, 2016 10:18 AM
To: Pat Gunsolley
Subject: Inyo County Fish and Wildlife Commission

Pat,

I am requesting time on the commissions agenda to request funding in support of the Trout in the Classroom project. I will be addressing this years request for \$2500.00 and the oversight that occurred regarding last years request.

Please confirm that I will be on the agenda and the time and place of the meeting.

Thank you,
Ted Pedersen, President
Friends of Mt Whitney Fish Hatchery

FISH AND WILDLIFE COMMISSION
MINUTES
October 20, 2016 Meeting

The Inyo County Fish and Wildlife Commission met on October 20, 2016, in the Conference Room at the California Department of Fish and Wildlife Office at 787 North Main Street, Suite 220, in Bishop, California as follows.

Call to Order: The Chairperson called the meeting to order at 2:33 p.m. and led the Pledge of Allegiance.

Roll Call: The Commission Members present were Doug Brown, presiding as Chairperson, Larry McIntosh, Garrett McMurtrie, and Voting Alternate, John Frederickson. Commission Members Joe Peci and Steve Ivy were absent.

Public Comment: The Chairperson announced the public comment period and there was no one from the public wishing to address the Commission.

Financial Report: The Commission secretary, Ms. Gunsolley, provided the financial report regarding the Fish and Game Budget and Fish and Game Fine Fund to the Commission members. It was reported that the year-to-date Fish and Game Fine fund balance remains at just over \$10,000. She also reported that over \$3,700 in revenues have been received to date for this Fiscal Year and that the Board of Supervisors has approved recommendations from the Commission for expenditures of \$5,000 of the \$8,000 budgeted in the General Operating which is where requests for funding are appropriated.

Action Item - Approval of Minutes: Moved by Commissioner McIntosh and seconded by Commissioner McMurtrie to approve the minutes of the July 21, 2016 Fish and Wildlife Commission meeting. Motion carried unanimously.

Action item – Friends of the Mt. Whitney Fish Hatchery: The Chairperson provided further explanation of the request by the Friends of the Mt. Whitney Fish Hatchery (Friends) for funding for their Trout in the Classroom Program. The Chairperson also briefly explained that as a result of a series of oversights and staffing illness last year's Friends funding request had not been submitted to the Board of Supervisors for consideration, which had resulted in no funding for the Program last year. The Chairperson clarified that because of the County's budgeting cycle there is no way to provide the funding requested last year. He went on to say that the Friends could request the additional \$2,500 from this year's budget, but at the present time it's not in the budget. The Commission directed that should the Friends wish to discuss last year's funding request along with funding options that the discussion be agendized in the future. The Commission discussed this year's funding request in relation to the budget. Moved by Commissioner McMurtrie and seconded by Commission McIntosh to request the Board of Supervisors approve a \$2,500 expenditure from the Fish and Game Budget for the Friends of the Mt. Whitney Fish Hatchery Trout in the Classroom Project. Motion carried unanimously, with Commissioners Peci and Ivy absent.

Action Item – Jim Obanion: Commissioner Fredrickson asked that the presentation by Mr. Obanion on his operations raising the Whitney Rainbows for the last 50 years, as well as the discussion with the Commission on possible interest in bringing the Whitney Rainbows to Inyo County waters be postponed to a future meeting. He explained that Mr. Obanion, who is 90 years old, had fallen and was in the hospital. Mr. Fredrickson, in response to a question from the Chairperson, briefly explained that he thought the presentation and the discussion would be geared to finding out if the Commission was interested in reintroducing the historic Whitney Rainbow trout strain back into Inyo County waters and what that would entail. The Commission requested that this item be reagenized at Mr. Obanion's convenience.

California Department of Fish and Wildlife Updates (DF&W): The Chairperson asked for CA Dept. of Fish and Wildlife updates and there were no Department representatives present to provide the updates.

Commission Member Reports: Commissioner McMurtrie reported that there are now new public restrooms at the Blackrock Fish Hatchery. He also reported that in a conversation with a Dept. of Fish and Wildlife staff while doing some work at the Blackrock Fish Hatchery he had learned that the State has \$20-million dollars budgeted to get the Mt. Whitney Fish Hatchery back in operations over the next several years. The Chairperson reported on a California Deer Association Meeting he had attended in Sacramento, explaining that the State is looking for non-profits and other partnerships that are interested in grants funds for projects because while there is funding the Department does not have the manpower to do projects.

Next meeting: The Commission talked about the date for the November meeting. The Commission Members present indicated that they would be available for the regular meeting scheduled for the third Thursday of the month. The Chairperson confirmed that the next meeting would take place as scheduled on November 17, 2016, in the Conference Room, at the California Department of Fish and Wildlife Offices at 787 North Main Street in Bishop at 2:30 p.m.

Adjournment: Moved by Commissioner McMurtrie and seconded by Commissioner McIntosh to adjourn the meeting at 3:45 p.m. Motion carried unanimously.



INYO COUNTY
FISH AND WILDLIFE COMMISSION

COMMISSION MEMBERS
DOUGLAS BROWN
JOE PECSI
LARRY MCINTOSH
GARRETT MCMURTRIE
STEVE IVEY

ALTERNATE
JOHN FREDERICKSON

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

AGENDA

October 20, 2016

2:30 p.m.

Conference Room at California Fish and Wildlife Offices
787 North Main Street, Suite 220, Bishop, California

1. **PLEDGE OF ALLEGIENCE**
2. **ROLL-CALL** – The Commission will take a roll-call of its members to ensure there is a quorum of the Commission to conduct business as required by the Ralph M. Brown Act.
3. **PUBLIC COMMENT** – Any member of the public may make comment to the Commission – No action is taken.
4. **FINANCIAL REPORT** – The Commission will receive an update on the Fish and Game Fine Fund balance.
5. **ACTION ITEM: MINUTE APPROVAL** – the Commission will consider approval of Minutes of the July 21, 2016 Meeting.
6. **ACTION ITEM: TED PEDERSEN – FRIENDS OF THE MT. WHITNEY FISH HATCHERY** – Request Commission consider a \$2,500 funding request to support the Trout in the Classroom Project and discuss oversight that occurred regarding last year's request.
7. **ACTION ITEM: JIM O'BANION** – Mr. Obanion will make a presentation on his operations raising the Whitney Rainbows for the last 50 years and discuss with the Commission possible interest in bringing the Whitney Rainbows to Inyo County waters.
8. **DEPARTMENT OF FISH AND WILDLIFE REPORT** – representative(s) of the California Department of Fish and Wildlife will update the Commission on Department activities and projects.
9. **COMMISSION MEMBER REPORTS** – No action to be taken with regard to reports from Commission Members.
10. **NEXT MEETING** – the Commission will consider scheduling Commission Meetings for the remainder of calendar year 2016.
11. **ADJOURNMENT**