

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively online. Board Members and Staff will participate via videoconference, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, please submit your comment, limited to **250 words or less**, to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Every effort will be made to read your comment, but comments longer than 250 words may not be read, or may be summarized by the Clerk, due to time limitations. All comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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.

May 5, 2020 - 8:30 AM

WATCH LIVE HERE: <https://zoom.us/j/868254781>

1. **PLEDGE OF ALLEGIANCE**
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
4. **COVID-19 STAFF UPDATE**

CONSENT AGENDA (Approval recommended by the County Administrator)

5. **County Administrator - Emergency Services & Health & Human Services -** Request Board: A) approve the Memorandum of Understanding between the County of Inyo and the Bishop Unified School District of Bishop, CA, for the use of the Bishop High School Gym as an Alternate Care Site during the COVID-19 pandemic; and B) authorize the County Administrative Officer/Director of Emergency Services to sign the MOU.
6. **County Administrator - Recycling & Waste Management -** Request Board authorize a purchase order in an amount not to exceed \$8190.00, payable to Paradigm Software of Cockeysville, Maryland, for the Lone Pine Scale Weigh Station

Program License.

7. **Health & Human Services - Social Services** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and the Regents of the University of California, on behalf of the Davis Campus University Extension, extending the contract by three months to September 30, 2020 to allow cancelled trainings to be rescheduled, and authorize the Chairperson to sign.
8. **Planning Department** - Request Board approve Amendment No. 4 to the contract between the County of Inyo and the Hydrodynamics Group LLC, extending the term end date from June 30, 2020 to June 30, 2021 contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.
9. **Planning Department** - Request Board approve Amendment No. 4 to the contract between the County of Inyo and Partner Engineering/Andy Zdon, increasing the contract to an amount not to exceed \$30,000 and extending the term end date from June 30, 2020 to June 30, 2021, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
10. **Public Works** - Request Board: A) award the contract for the Lone Pine Dog Park Project to Clair Concrete, Inc. of Bishop, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Clair Concrete, Inc. of Bishop, CA in the amount of \$76,980.00 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

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

11. **County Administrator** - Request Board:
 - A) Accept the Fiscal Year 2019-2020 Third Quarter Financial Report as presented;
 - B) Approve the specific budget action items and recommendations discussed in the report and represented in Attachments A & B, and authorize the Auditor-Controller to make the budget adjustments as listed in Attachments A & B (*4/5ths vote required*);
 - C) Authorize the County Administrator and Auditor-Controller to make any additional year-end adjustments, as may be necessary within each fund (*4/5ths vote required*);
 - D) Approve the Preliminary Fiscal Year 2020-2021 Budget Calendar (Attachment C) with regard to the proposed dates for the Budget Hearings and adoption of the Final Budget; and;
 - E) Direct the County Administrator and Auditor-Controller to prepare a modified rollover budget for the start of Fiscal Year 2020-2021 and present it for approval on June 9th or June 16, 2020.
12. **Health & Human Services - Health/Prevention** - Request Board approve the COVID Emergency Response Grant (CERG) Agreement with the County Medical Services Program and accept \$100,000 in COVID emergency response funding, and

authorize the County Administrator and HHS Director to sign.

13. **Planning Department** - Request Board: A) receive a presentation from staff on the Local Early Action Planning (LEAP) Grant; B) provide comments, and potentially direct staff to submit a LEAP Grant application; and authorize the Chairperson to sign proposed Resolution No. 2020-19 authorizing the application for and receipt of LEAP Planning Grant Funds.

TIMED ITEMS (Items will not be considered before scheduled time but may be considered any time after the scheduled time.)

- 10:30 a.m.
14. **10:30 A.M. - PUBLIC WORKS - Building and Safety** - Request Board read title and waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing and Replacing Title 14 of the Inyo County Code Related to Building and Safety Standards," and schedule enactment for 10:30 a.m. on Tuesday, May 12, 2020, in the Board of Supervisors Chambers, County Administrative Center, Independence.

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

15. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CLOSED SESSION

16. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – Names of cases: *LADWP v. Inyo County et al.* (Kern County Superior Court Case No. BCV-18-101513-KCT (CEQA)).
17. **CONFERENCE WITH COUNTY’S LABOR NEGOTIATORS** – Regarding 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); IHSS Workers; Law Enforcement Administrators’ Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.
18. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** – Property: 310 S. Jackson St., Lone Pine, CA 93545. Agency Negotiators: Clint Quilter, Marilyn Mann, and Marshall Rudolph. Negotiating parties: Inyo County and Bruce and Dorothy Branson Revocable Trust. Under negotiation: price and terms of payment.

OPEN SESSION

19. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**



County of Inyo



County Administrator - Emergency Services & Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: May 5, 2020

FROM: Kelley Williams

SUBJECT: Memorandum of Understanding with the Bishop Unified School District for Use of Gym Facility as an Alternate Care Site During the COVID-19 Pandemic

RECOMMENDED ACTION:

Request Board: A) approve the Memorandum of Understanding between the County of Inyo and the Bishop Unified School District of Bishop, CA, for the use of the Bishop High School Gym as an Alternate Care Site during the COVID-19 pandemic; and B) authorize the County Administrative Officer/Director of Emergency Services to sign the MOU.

SUMMARY/JUSTIFICATION:

A Government Authorized Alternate Care Site (GAACS) would be established only when it is anticipated that all other healthcare resources are exhausted and when the system's ability to transport patients to acute care facilities outside of the affected area is inadequate to meet the demand.

The objective for a GAACS is to manage the patient load until the local healthcare system (i.e. hospitals, clinics, long term care facilities) can manage the needs of patients. By providing basic inpatient/outpatient services, the Alternate Care Site (ACS) will be able to treat less ill patients who can be transferred from nearby hospitals, thereby creating capacity at the hospital for more critical patients.

In preparation for a possible COVID-19 pandemic patient surge at local hospitals and healthcare facilities, Inyo County requests to enter into this Memorandum of Understanding with the Bishop Unified School District, to use the Bishop High School gym as an identified ACS.

Necessary ACS resources have been identified and staged if and when needed. Having this MOU already in place will help accelerate the County response time in standing up an ACS.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approving this MOU with the Bishop Unified School District would not be in the best interest of the County.

Having this MOU in place will help expedite COVID-19 pandemic related response activities, if the local hospital(s) and care facilities inpatient bed capacity should surpass their maximum surge capabilities.

OTHER AGENCY INVOLVEMENT:

CalOES, FEMA, CDPH, BUSD

FINANCING:

There are no fees associated with this MOU.

ATTACHMENTS:

1. Bishop Union HS-MOU

APPROVALS:

Kelley Williams	Created/Initiated - 4/29/2020
Darcy Ellis	Approved - 4/29/2020
Kelley Williams	Approved - 4/29/2020
John Vallejo	Approved - 4/29/2020
Marilyn Mann	Approved - 4/29/2020
Clint Quilter	Final Approval - 4/29/2020

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF INYO AND
BISHOP UNIFIED SCHOOL DISTRICT FOR USE OF HIGH SCHOOL GYM AS AN
ALTERNATE CARE SITE DURING COVID-19 PANDEMIC

County of Inyo, a political subdivision of the State of California,(the “County”) and the Bishop Unified School District (“District”) agree that activation of an Alternate Care Site in the County of Inyo is necessary to protect the life, health and safety of the public due to the current COVID-19 pandemic and in compliance with orders and recommendations of federal, state and local authorities including, but not limited to the President Trump’s Major Disaster Declaration for California, Governor Newsom’s Proclamation of a State of Emergency, the Inyo County Board’s March 17, 2020, proclamation of a local emergency; the Board of Supervisors ratification of the Inyo County Health Officer’s March 16, 2020, proclamation of a local health emergency, and the City of Bishop’s Declaration of Emergency.

County and the District hereby enter into this Memorandum of Understanding for use of the Bishop High School East Gymnasium Facility (the Gym) as an Alternate Care Site (“ACS”) during the COVID-19 Pandemic (“MOU”) as follows:

1. Gym Space: District licenses to the County, the Gym located at 301 N Fowler St, Bishop, Ca 93514 including all parking areas, appurtenances, and improvements therein, for use as an ACS in accordance with the directives of the Inyo County Public Health Officer and his or her designees.
2. Term: Use of the Gym shall commence upon two (2) days written notice from the County to the District and shall continue for 90 days or upon a declaration by Inyo County’s Public Health Officer that use of the ACS is no longer necessary to protect the life, health and safety of the public, whichever is earlier.
3. Extension of the Term. If the need for the use of the Gym continues as determined by the Public Health Officer, the initial term of this agreement may be automatically renewed by the County for three (3) additional thirty (30) day periods at the end of the initial term, under the same terms and conditions unless otherwise terminated in accordance with the terms and conditions of this agreement.
4. Modification or Suspension of Normal Use of the Gym: District agrees to alter or suspend its normal operations of the Gym in support of the ACS as requested by County. County agrees to notify all residents within 300 feet of the Gym of the County’s intended use of the gym.
5. Use of Gym Resources:
 - a. General Purpose: District hereby licenses and permits County by way of this revocable license to access the Gym for use as a temporary alternative medical care facility as described in this Agreement. Anticipated uses may include, but are not limited to, staging areas, staff work zones, transport access, and rooms for persons needing medical care collectively referred to as the “Gym”. District agrees to relinquish operation and management of the Gym during the term of this

Agreement for the sole purpose of providing this revocable facilities use license to County.

- b. Except as necessary to respond to emergency situations, County may not make alterations, paint or place or attach any fixtures, permanent signs, or equipment, in or about, or upon the Gym except those alterations, fixtures, signs, and equipment approved in writing in advance by the District. Any fixtures, signs, and equipment provided by the District shall remain the property of District.
- c. Use of the Gym includes the use of any internet services reasonably available for use at the Gym location.
- d. Use of the Gym is authorized for medical care and related services. Unauthorized use will warrant immediate termination of the agreement by the District.
- e. Under the terms of this contract, the County agrees to provide the following personal protective equipment (PPE) to the District:
 - i. One box of N95 masks
 - ii. One box of latex and/or nitrile gloves
 - iii. 5 sets of goggles
 - iv. 5 gowns

6. Gym Management

- a. Representatives
 - i. Director of Emergency Services Designee: In the Notice section below, the County has designated a primary and backup County official to serve as the party in charge of and responsible for all activities in the Gym (described as the “Director of Emergency Services” for purposes of this Agreement).
 - ii. Gym Coordinator: District will designate a Gym Coordinator to coordinate with the Director of Emergency Services regarding Gym use.
- b. Operational Management
 - i. County will be solely responsible for Gym operations including, but not limited to the following:
 - 1. Occupancy and evacuation plan approvals by County Fire, State Fire Marshal, and other authorities as necessary.
 - 2. Security
 - 3. Food service
 - 4. Beds
 - 5. Linens/laundry
 - 6. Medical supplies and equipment
 - 7. Transportation
 - 8. Custodial
 - 9. Trash services

10. Other routine maintenance (excluding major systems; see below)

- c. Gym Maintenance
 - i. County Responsibilities: County is responsible for general Gym upkeep including but not limited to setup, tear down, cleaning, custodial, and implementation of measures intended to prevent damage to the Gym.
 - ii. District Responsibilities: District will service all major Gym building systems as is normal for the District. These services will be provided at no cost to County except to the extent repairs are necessary as a result of damage caused by County operations. District will also provide a reasonable location adjacent to or in close proximity of the Gym for the County to stage trash bins.
- d. 24/7 Operations
 - i. County shall have access to and use of the Gym twenty-four hours per day, seven days per week.
- e. Storage Containers/Heavy Equipment
 - i. Should County require the use of large outdoor storage containers or heavy equipment, the District will make a reasonable effort to identify a workable site for their temporary location. County will be responsible for maintaining any storage units or equipment in a safe and orderly fashion.
- f. Sanitation.
 - i. County shall take all reasonable measures to protect the public including but not limited to all District personnel from exposure to any and all risk of contamination from its activities on District property, including but not limited to the Gym.

7. Cost Recovery

- g. Direct Costs: County will reimburse District for all direct costs incurred for provision of services in support of County operations, including but not limited to utility, water, and sewer service. District will not charge for overhead or any other cost that would have been incurred regardless of County's operations on campus.
- h. Fees: In recognition of the service County is providing to the community, District will not charge its typical fees for Gym use unless state or federal money becomes available to County for this purpose. All reasonable and eligible costs associated with the emergency and the operation of the ACS that include modifications or damages to the Gym structure, equipment and associated systems directly related to their use in support of the ACS Gym operations will be submitted for consideration and reimbursement through established disaster assistance programs.

8. Liability:

- i. The Emergency Services Act, Government Code 8550 et seq. addresses immunity from liability for services rendered voluntarily in support of emergency operations during an emergency or disaster declared by the Governor.
 - j. Allocation of liability, if any, for injuries, death, property damage, or any other liability arising out of County's use of the Gym including, but not limited to costs or expenses related to such liability, shall be apportioned in accordance with California law based on the principles of comparative fault.
9. Contact Information: District shall provide County the appropriate Gym 24 hour/7 day contact information, and update this information as necessary.
10. Amendments: This MOU may be amended in writing at any time by signature approval of the parties' signatories or their respective designees.
11. Termination of Agreement: County may terminate this MOU on ten (10) days written notice in advance to the District. Any failure by District to perform or observe any term, covenant or condition of this MOU shall constitute an event of default under this MOU. County shall have the right to immediately terminate this MOU in the event of default, or seek any other relief it may be entitled to under law or equity. District may terminate this MOU on fourteen (14) days written notice in advance to the County. In the event that County fails to comply with any of its obligation under this MOU, the District may terminate upon providing County with ten (10) days written notice in advance of termination.
12. Capacity to Enter into Agreement: The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.
13. Non-Tenancy: Nothing in this MOU is intended to create or grant to County a property interest or leasehold interest in the Gym.
14. Return of Premises. Upon termination of this MOU the County shall vacate the Gym and return the premises in as good of condition as upon commencement of this MOU excepting any reasonable wear and tear. County shall clean the Gym per the current health and safety protocols established by public health officials, immediately prior to vacating the premises..
15. Notices. Any notices required or permitted pursuant to the terms and provisions of this MOU shall be given to the appropriate party at the address specified below or at such

other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Director of Emergency Services
cqulter@inyocounty.us / 760-878-0292 /
224 N Edwards PO Drawer N,
Independence, Ca 93526

If to District: District
kkolker@bishopschool.org / 760-872-3680 /
301 N Fowler, Bishop, Ca 93514

Copy to: County Public Health Officer
healthofficer@inyocounty.us / 760-873-
7868 / 207 A South St, Bishop, Ca 93514

16. Hold Harmless. The County agrees to indemnify and hold harmless the District to the extent authorized by law and agrees to repair or pay for any damage proximately caused by reason of the County's use of said Gym during the term of this agreement, except to the extent that any such damages suffered by District are the result of District's negligent or wrongful acts or the acts of any persons acting under or on behalf of the District and/or where the County is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the County's constitutional and statutory public responsibilities.

District agrees to indemnify and hold harmless to the extent authorized by law the County in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which County may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the District, its employees, or any person or persons acting under the direct control and authority of the Owner or its employees, in connection with the County's occupancy of said Gym under and during the term of this agreement except to the extent that any such damages or expenses suffered by County are the result of County's sole negligence.

District'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 policy of insurance.

16. Federal Emergency Management Agency Addendum. District shall comply with all federal provisions as described in the COVID-19 Addendum, Federal Provisions ("Addendum"), attached and incorporated herein.
17. Insurance.
- A. County.

For the duration of this agreement, the County as lessee shall procure and maintain insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the County's operation and use of the Gym, subject to the following limits and provisions:

- General liability Insurance, on an occurrence basis, including property damage and bodily injury, with a limit of at least \$1,000,000 (one million) per occurrence. The property owner shall be covered as an additional insured with respect to liability arising out of the County's use and operations of the leased premises.
- Automobile liability insurance for vehicles operated by County employees on official County business, on an occurrence basis, with a limit of \$1,000,000 (one million) per occurrence.
- Workers' compensation insurance for County employees as required by the State of California, with statutory limits.

The County and its employees acting in the course and scope of their employment are insured for tort liability arising out of official County business. All claims against the County based on tort liability should be presented as a government claim to Inyo County Board Clerk, PO Box N, Independence, CA 93526.

B. District.

District shall maintain throughout the term of this MOU and any extension of the term, fire and extended coverage insurance to protect District's interest in the premises and all common areas. The District will continue to maintain its present liability insurance coverage.

N WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below.

COUNTY OF INYO

Date: _____

CLINT QUILTER
Inyo County Director of Emergency Services


Approved as to form:
County Counsel

By: _____
John-Carl Vallejo
Assistant County Counsel

BISHOP UNIFIED SCHOOL DISTRICT

Date: April 28, 2020

By: _____


Katie Kolker
Superintendent,
Bishop Unified School District

I hereby attest that this Alternative Care Site Agreement is entered into in accordance with the direction or guidance the Inyo County Public Health Officer, and in accordance with applicable state and local laws.

By _____

DR. JAMES RICHARDSON
INYO COUNTY PUBLIC HEALTH OFFICER



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: May 5, 2020

FROM: Leslie Chapman

SUBJECT: Approve purchase of Paradigm Software licenses.

RECOMMENDED ACTION:

Request Board authorize a purchase order in an amount not to exceed \$8,190.00, payable to Paradigm Software of Cockeysville, MD, for the Lone Pine Scale Weigh Station Program License.

SUMMARY/JUSTIFICATION:

In August of 2018 the scale at the Bishop landfill was put into service. Gate fees were adjusted and now all vehicles are weighed in and out of the landfill to determine the amount of waste being disposed. The Lone Pine and Independence Landfills have the Paradigm software but it is based on cubic yards and not weights. Waste Management is now installing a scale at the Lone Pine Landfill and this will require a new software license. The quote from Paradigm Software is \$8190. Waste Management has already expended \$2605 for the Annual Support and \$1680 for the additional of two office licenses. Bringing a total for this vendor to \$12,332.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose to not enter into an agreement for landfill software at the Lone Pine Landfill. Operations at the landfill will remain as they are. This is not recommended as the software fully integrates the gatehouse scale with billing and reporting functions. The software will allow the gate attendant to record the weight in and out of a vehicle, calculate charges and transmit that information to the central office. The software will then allow staff to generate invoices, track payments and produce reports in compliance with CalRecycle regulations.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for gatehouse software was included in the approved 2019-2020 Recycling & Waste Management Budget 045700.

ATTACHMENTS:

1. Paradigm Quote

APPROVALS:

Teresa Elliott	Created/Initiated - 4/13/2020
Darcy Ellis	Approved - 4/13/2020
Teresa Elliott	Approved - 4/14/2020
Leslie Chapman	Approved - 4/30/2020
Marshall Rudolph	Approved - 4/30/2020
Amy Shepherd	Approved - 4/30/2020
Leslie Chapman	Final Approval - 4/30/2020

Price Quote

To: Teresa Elliott, County of Inyo
From: Andrew Twigg, Paradigm Software, L.L.C.
Date: 04/07/2020
Re: Additional WeighStation License and Server Install

The following price quote is presented for the requested items below as requested by County of Inyo.

Qty	UM	Item/Description	Rate	Total
1.00	LN	WeighStation Program License - (For Lone Pine site)	\$5,775.00	\$5,775.00*
6.00	HR	Remote CW6 Software Reinstallation - Server - Support - ((during normal PSLLC business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - customer will be invoiced for time used - CW6 Server install; List of all clients to this server; Copy PD6 FOLDER and current SQL DB Backup; Note MSMQ configurations (In CompuWeigh-Options-"MSMQ Setup"); Note any " PD" Tasks that exist and times in Windows Task Scheduler; Confirm CRRuntime are in the INSTALL folder; Download SQLServer Express to New Server (version determined by customer configuration....as applicable); Download from PD website: PD6Setup.exe; Review/note any hardware attached to Old Server; Install Microsoft SQL Management Studio Express (Unless customer has full SQL licensing) on new server; Create PD user in SQL and configure; Configure SQL Configuration Manager (All protocols enabled); Create backup copy of database on old instance; Copy the backup to the New Server; Restore the database Backup to new instance (this will be repeated at moment of replacing machines to get last transactions); Install PD6Setup.exe on New Server; *Using the PD6installer\Options...Install Message Queuing Service...if applicable; *Using the PD6installer\Options...Crystal Runtime; *Using the PD6installer Advanced Setup...Services (MSMQ, Device, etc.); Configure PD6 folder, share and full control rights to everyone; From Old Server to New Server, copy the PD6 folder (If not performed during the preparation step above); Create desktop shortcut in ALL USERS desktop folder; Reconfigure any Scheduled Tasks; Reconfigure PDTasks if needed; ****As Applicable****; *Setup Database maintenance plan if necessary based on Customer configuration; ****As Applicable****; Create WPAY user in SQL; Install WeighPaysetup.exe; Setup WeighPay users; Setup credit card integration in WeighStation defaults; Test credit card integration; CompuWeigh and WeighStation functionality; Test MSMQ (if applicable); Test any hardware (If applicable); Whitelist MSMQ and SQL ports; The following ports are used for Microsoft Message Queuing (MSMQ) operations: TCP: 1801; RPC: 135, 2101*, 2103*, 2105*; UDP: 3527, 1801; The following is a list of commonly used SQL Server network ports: TCP 1433. TCP port 1433 is the default port for SQL Server...; TCP 1434. TCP port 1434 is the default port for the Dedicated Admin Connection...; UDP 1434; TCP 2383; TCP 2382; TCP 135; TCP 80 and 443.)	\$210.00	\$1,260.00
12.00	MO	Pro-Rata Increase in Annual Standard Support - (will be invoiced based on Go-Live date)	\$96.25	\$1,155.00

Project Total: **\$8,190.00**

***Total Increase In Annual Support:**

\$1,155.00

All pricing and subsequent payments are in US Dollars

Payment Terms (Does not include Taxes):

Description	Percent	Total
Due Upon Agreement/Price Quote Acceptance	50%	\$4,095.00
Due Upon Completion	50%	\$4,095.00

To authorize and initiate this work, this expansion memo must be signed and dated on the appropriate line below by authorized personnel of County of Inyo below. Please e-mail a signed copy to info@paradigmsoftware.com or fax to (443) 275-2509. If you have any questions, please call us at (410) 329-1300, option 3. This quote is valid for thirty (30) days from the date listed above. The signature below authorizes Paradigm Software, L.L.C. to perform the modifications specified above.

County of Inyo

Paradigm Software, L.L.C.

Signature: _____

Signature:  _____

By: _____
(Please Print)

Jackie W. Barlow, II
Chief Operating Officer

Title: _____

Date: 04/07/2020

Date: _____

Please provide shipping address if applicable:

Street Address (no PO Box)

City, State/Province, Zip/Postal Code



County of Inyo



Health & Human Services - Social Services

CONSENT - ACTION REQUIRED

MEETING: May 5, 2020

FROM: Tyler Davis

SUBJECT: UC Davis Contract Amendment 1

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and the Regents of the University of California, on behalf of the Davis Campus University Extension, extending the contract by three months to September 30, 2020 to allow cancelled trainings to be rescheduled, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

This amendment comes before you as we were forced to cancel a great number of our previously scheduled trainings due to the COVID-19 Pandemic. UC Davis has granted us a three month extension to reschedule those cancelled trainings. This year's contract provided 30 units (days) of on-site training throughout the fiscal year 19-20 and of which 15.2 were unable to be used. This will provide for continued training related to not only our technical Social Services program needs, but also related to professional employee development, management and supervision development and project management, as well as increase our training opportunities for local resource families, formerly referred to as foster parents. We coordinate and mutually share training, when feasible, with Mono County Social Services, as well as invite other Inyo County departments to any relevant training.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve this amendment which would prevent our ability to utilize all contracted credits, some of which are required for certain classifications to meet annual training hour requirements.

OTHER AGENCY INVOLVEMENT:

UC Davis

FINANCING:

State and Federal funding and Social Services Realignment. This expense will be budgeted in Social Services (055800) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. FY 19-20 Amendment 1-UC Davis

APPROVALS:

Tyler Davis	Created/Initiated - 4/23/2020
Darcy Ellis	Approved - 4/27/2020
Marilyn Mann	Approved - 4/27/2020
Melissa Best-Baker	Approved - 4/28/2020
Marshall Rudolph	Approved - 4/28/2020
Amy Shepherd	Approved - 4/28/2020
Marilyn Mann	Final Approval - 4/28/2020



DIVISION OF CONTINUING AND PROFESSIONAL EDUCATION
CPE.UCDAVIS.EDU

1333 RESEARCH PARK DRIVE
DAVIS, CA 95618-4852

Agreement# GENT-2019-11
C000114021
Amendment# 1

Amendment to Training Services Agreement

This amendment is made as of the date last signed below by and between The Regents of the University of California (“University”) on behalf of its Davis campus UC Davis Continuing and Professional Education and INYO COUNTY(“User”).

RECITALS

WHEREAS the parties entered into an Agreement dated July 1, 2019, ("Agreement") providing that University would provide training, coaching, and/or consulting services to User; and

WHEREAS the parties now want to amend the Agreement in order to modify the provisions regarding term of the agreement;

NOW, THEREFORE, the parties agree to amend Agreement as follows:

1. End date of Contract:
 - a. Originally set to end on 6/30/2020 shall be extended to 9/30/2020

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

INYO COUNTY

By: *Susan Catron*

By: _____

Name: Susan Catron, MPPA, EdD
Dean, UC Davis Continuing and
Professional Education

Name:

Date: April 3, 2020

Date: _____

FEIN: 94-6036494



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: May 5, 2020

FROM: Cathreen Richards

SUBJECT: Yucca Mountain Oversight, Amendment No. Four to the contract between the County of Inyo and the Hydrodynamics Group LLC.

RECOMMENDED ACTION:

Request Board approve Amendment No. 4 to the contract between the County of Inyo and the Hydrodynamics Group LLC, extending the term end date from June 30, 2020 to June 30, 2021 contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings. The Hydrodynamics Group LLC has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater regarding the proposed Yucca Mountain repository during this time.

The County had the Hydrodynamics Group LLC under contract from 1997-2013 for professional services regarding groundwater and the proposed Yucca Mountain repository, but let it lapse when the licensing proceedings were halted by the NRC. On June 24, 2014 the County entered into a new sole-source Contract with Hydrodynamics to provide technical expertise in the review and evaluation of the Department of Energy's (DOE) Supplemental Environmental Impact Statement (SEIS) with regard to technical reports, data and information on groundwater impacts of the proposed Yucca Mountain repository and any updates to the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada. Once this work was completed, this contract also lapsed due to inactivity. The County entered into a new sole-source Contract with Hydrodynamics on July 1, 2016 for further review of the SEIS. The contract was amended on June 27, 2017 extending the time of the contract to end on June 30, 2018; on June 5, 2018 to extend it to June 30, 2019; and on June 11, 2019 to extend to June 30, 2020. The contract with Hydrodynamics is now proposed to be amended to extend the time of the contract to end on June 30, 2021.

Recent conversations regarding Yucca Mountain indicate that there is still active interest in storing high-level radioactive waste at it and this could open the possibility of the licensing proceedings to restart. It would be in the County's best interest to keep its consultants under contract in case the licensing proceedings or other activities related to Yucca Mountain are to begin again. Funding for Yucca Mountain oversight by the County is funded through money the County receives from the Department of Energy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the amendments. This is not recommended as Hydrodynamics' history and expertise are valuable assets for the County to utilize in reviewing and commenting on activities related to Yucca Mountain.

OTHER AGENCY INVOLVEMENT:

US Department of Energy

FINANCING:

Projects and oversight of the proposed Yucca Mountain repository are paid with funding through the Department of Energy, and fund balance is available to offset these costs. These amendments do not affect the Yucca Mountain Oversight Budget (620605). If additional funding is required in the future for this work, staff will propose a budget amendment.

ATTACHMENTS:

1. Hydrodynamics Contract Amendment 4

APPROVALS:

Cathreen Richards	Created/Initiated - 4/22/2020
Darcy Ellis	Approved - 4/22/2020
Marshall Rudolph	Approved - 4/22/2020
Cathreen Richards	Final Approval - 4/29/2020

**AMENDMENT NO. FOUR TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

WHEREAS, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

WHEREAS, on June 11, 2019 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2020.

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to July 1, 2016 to June 30, 2021

AMENDMENT NO. FOUR TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES

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

COUNTY

CONTRACTOR

By: _____

By: Michael J. King

Dated: _____

Dated: April 4, 2020

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: Michael J. King

Signature
Michael J. King
Print or Type Name

Dated: April 4, 2020

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of The Hydrodynamics Group, LLC (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment **E**, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from July 1, 2016 to June 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the _____ Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment **C**). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment **C**, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in attachment **A** must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

product, or manifestation of, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

For the duration of this Agreement Consultant shall procure and maintain insurance of the scope and amount specified in Attachment **D** and with the provisions specified in that attachment.

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant'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 Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, 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.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
Inyo County Planning Department	Department
PO Drawer L	Address
Independence, CA 93526	City and State

Consultant:	
The Hydrodynamics Group, LLC	Name
16711 76th Avenue West	Address
Edmonds, WA 98626	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2016

TO: June 30, 2017

SCOPE OF WORK:

1. Contractor shall assist the County in the review and evaluation of the Final Supplemental Environmental Impact Statement (SEIS) that was prepared by the U.S. Nuclear Regulatory Commission (NRC) addressing the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources, for the level and quality of the NRC responses to the County's comments on the Draft SEIS. This work shall include, but not be limited to, a review to ensure that the NRC responded to each of the County's comments on the DRAFT SEIS; an evaluation of the responses to ensure the County's concerns have been addressed appropriately; provide a written summary of these findings; and be prepared to assist the County in supporting its exiting contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC. This work may also include evaluating any new models or information introduced by the NRC in the Final SEIS.
2. Contractor shall receive direction as to the scope of the work to be performed from the Inyo County Planning Department and/or the Inyo County County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Inyo County Planning Department for storage.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2016

TO: June 30, 2017

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services as described in Attachment A which are performed by the Contractor at County's request, at a rate not to exceed \$20,000.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for incidental expenses shall not be paid in excess of the amount of Compensation (\$20,000).

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services **SERVICES**

TERM:

FROM: July 1, 2016 **TO:** June 30, 2017

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Contractor will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the \$20,000 total cost of the contracted work and travel only for tasks included in the Scope of Work will be reimbursed.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services **SERVICES**

TERM:

FROM: July 1, 2016 **TO:** June 30, 2017

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read;

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

6. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.

**AMENDMENT NO. THREE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

WHEREAS, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

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

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

County and Contractor hereby amend such Agreement as follows:


- Amend Section 2 - TERM to July 1, 2016 to June 30, 2020

**AMENDMENT NO. THREE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 11th DAY OF June, 2019.


COUNTY

CONTRACTOR


By: 
Dated: 6-11-19

By: Michael J. King
Dated: April 30, 2019

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NO. TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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County and Contractor hereby amend such Agreement as follows:

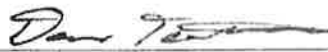
- Amend Section 2 - TERM to July 1, 2016 to June 30, 2019

AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 5th DAY OF June, 2018.

COUNTY

CONTRACTOR

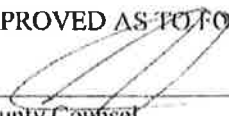
By: 

By: Michael J. King

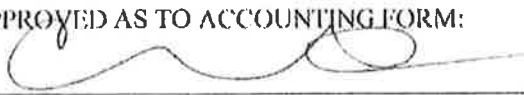
Dated: 6-5-18

Dated: April 19, 2018

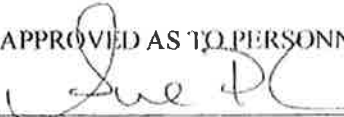
APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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

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

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

County and Contractor hereby amend such Agreement as follows:

Amend Section 2 - TERM to July 1, 2016 to June 30, 2018

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 24 DAY OF June, 2017.

COUNTY

CONTRACTOR

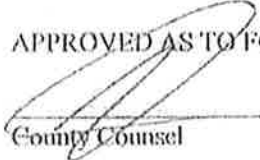
By: Mark Till

By: May 30, 2017

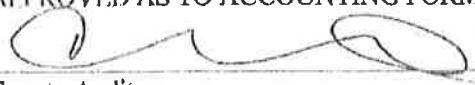
Dated: 6/27/17

Dated: Michael J. King

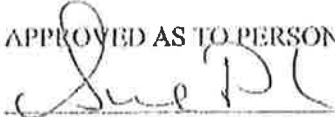
APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: May 5, 2020

FROM: Cathreen Richards

SUBJECT: Yucca Mountain Oversight Budget Amendment: Amendment No. Four to the contract between the County of Inyo and Partner Engineering and Science Inc. /Andy Zdon.

RECOMMENDED ACTION:

Request Board approve Amendment No. 4 to the contract between the County of Inyo and Partner Engineering/Andy Zdon, increasing the contract to an amount not to exceed \$30,000 and extending the term end date from June 30, 2020 to June 30, 2021, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings. Andy Zdon has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater regarding the proposed Yucca Mountain repository since 2015.

On May 19, 2015 the Board entered into a contract with Andy Zdon and Associates to review reports and other information relevant to the draft SEIS and to provide assistance to the County in preparing comments on it. Mr. Zdon is a former employee of the Inyo County Water Department, and is very familiar with the hydrology in the vicinity of Yucca Mountain, as well as with the groundwater models used by the DOE and NRC in developing the SEIS. Mr. Zdon has been reviewing the groundwater models being used by the DOE in the SEIS evaluations as well as new ground water models that are under development. Mr. Zdon's contract expired on June 30, 2016. The County and Partner Engineering and Science Inc. / Andy Zdon entered into a new, sole-source, contract on July 1, 2016 for the term of July 1 2016 – June 30, 2017 for further review of the SEIS. The contract was amended on June 27, 2017 extending the time of the contract to end on June 30, 2018 and changed the name of the Contractor to Partner Engineering and Science Inc. / Andy Zdon. The contract was amended again on June 5, 2018 to extend the contract to June 30, 2019 and on June 11, 2019 to extend to June 30, 2020. The contract is now proposed to be amended to extend the time of the contract to end June 30, 2021 and to increase the limit payable to \$30,000. There are sufficient funds in the Yucca Mountain Oversight Budget (620605) for the increase. Money will be moved between object codes within the Yucca Mountain budget to cover the increase in the contract amount.

A new groundwater modeling report/groundwater model has been released for the Amargosa Region. This model is replacing the former Death Valley Flow System model and should be reviewed as it relates to the County's contentions regarding affects to groundwater in the region if the Yucca Mountain repository is opened for nuclear waste storage. Recent conversations regarding Yucca Mountain also indicate that there is still active interest in

storing high-level radioactive waste at it and this could open the possibility of the licensing proceedings to restart. It would be in the County's best interest to keep its consultants under contract in case the licensing proceedings or other activities related to Yucca Mountain are to begin again. Funding for Yucca Mountain oversight by the County is funded through money the County receives from the Department of Energy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the amendments. This is not recommended as Andy Zdon's history and expertise are valuable assets for the County to utilize in reviewing and commenting on activities related to Yucca Mountain.

OTHER AGENCY INVOLVEMENT:

US Department of Energy

FINANCING:

Projects and oversight of the proposed Yucca Mountain repository are paid with funding through the Department of Energy, and fund balance is available to offset these costs. These amendments do not affect the Yucca Mountain Oversight Budget (620605). If additional funding is required in the future for this work, staff will propose a budget amendment.

ATTACHMENTS:

1. Partner Engineering/Andy Zdon Contract Amendment 4

APPROVALS:

Cathreen Richards	Created/Initiated - 4/22/2020
Darcy Ellis	Approved - 4/22/2020
Marshall Rudolph	Approved - 4/22/2020
Cathreen Richards	Final Approval - 4/29/2020

**AMENDMENT NO. FOUR TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
PARTNER ENGINEERING AND SCIENCE INC. /ANDY
ZDON, FOR THE PROVISION OF PROFESSIONAL
SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Partner Engineering and Science Inc. / Andy Zdon (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017 for an amount not to exceed \$20,000 ("Agreement").

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018 and consented to amend the contractors title to Partner Engineering and Science Inc. / Andy Zdon ("Amendment No. One"). Said Amendment No. One was erroneously titled "Amendment No. Three" based on amendments made to a related, but separate, agreement between County and Contractor dated May 19, 2015, for the term June 1, 2015 through June 30, 2016; and Amendment No. One erroneously identified the term of the Agreement to begin July 1, 2015, instead of July 1, 2016.

WHEREAS, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

WHEREAS, on June 11, 2019 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2020.

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to July 1, 2016 to June 30, 2021
- Amend Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$30,000

AMENDMENT NO. FOUR TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
PARTNER ENGINEERING AND SCIENCE INC. /ANDY ZDON
FOR THE PROVISION OF PROFESSIONAL SERVICES

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

COUNTY

CONTRACTOR

By: _____

By: A. Zdon

Dated: _____

Dated: 3/23/2020

APPROVED AS TO FORM AND LEGALITY:

Technical Director
Partner Engineering and Science,
Inc.

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NO. THREE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
PARTNER ENGINEERING AND SCIENCE INC. /ANDY
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WHEREAS, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

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OF INYO AND
PARTNER ENGINEERING AND SCIENCE INC. /ANDY ZDON
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 11th DAY OF June, 2019.

COUNTY

CONTRACTOR

By: [Signature]

By: [Signature]

Dated: 6-11-19

Dated: 5/9/2019

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NO. TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
PARTNER ENGINEERING AND SCIENCE INC. /ANDY
ZDON, FOR THE PROVISION OF PROFESSIONAL
SERVICES**

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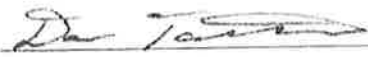
- Amend Section - TERM to July 1, 2016 to June 30, 2019

**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
PARTNER ENGINEERING AND SCIENCE INC. /ANDY ZDON
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 5th DAY OF June, 2018.

COUNTY

CONTRACTOR


By: 

By: Andrew Zdon - partner esi

Dated: 6-5-18

Dated: 4/19/2018

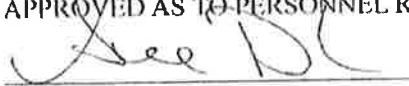
APPROVED AS TO FORM AND LEGALITY:


County Counsel

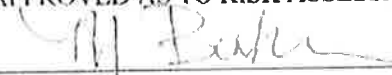
APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 27th DAY OF June, 2017.

COUNTY

CONTRACTOR

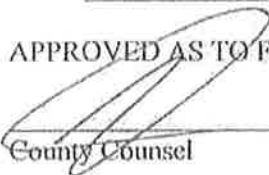
By: Mark Tiller

By: May 30, 2017

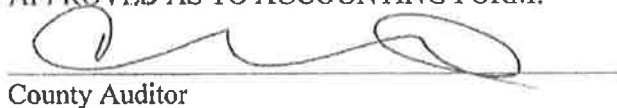
Dated: 6/27/17

Dated: Michael J. King

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND Andy Zdon and Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of Andy Zdon and Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment **E**, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Inyo County Planning Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment **C**). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment **C**, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 _____ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in attachment **A** must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

For the duration of this Agreement Consultant shall procure and maintain insurance of the scope and amount specified in Attachment **D** and with the provisions specified in that attachment.

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant'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 Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, 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.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
Inyo County Planning Department	Department
PO Drawer L	Address
Independence, CA 93526	City and State

Consultant:	
Andy Zdon and Associates, Inc.	Name
2121 N. California Blvd., Suite 29	Address
Walnut Creek, CA 94596	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Andy Zdon and Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Andy Zdon and Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2016

TO: June 30, 2017

SCOPE OF WORK:

1. Contractor shall assist the County in the continued review and evaluation of the Final Supplemental Environmental Impact Statement (SEIS) that was prepared by the U.S. Nuclear Regulatory Commission (NRC) addressing the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources, for the level and quality of the NRC responses to the County's comments on the Draft SEIS. This work shall include, but not be limited to, a review to ensure that the NRC responded to each of the County's comments on the DRAFT SEIS; an evaluation of the responses to ensure the County's concerns have been addressed appropriately; provide a written summary of these findings; and be prepared to assist the County in supporting its exiting contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC. This work may also include running the Death Valley Regional Groundwater model to assess the impacts of groundwater pumping on the proposed Yucca Mountain Repository and evaluating any new models or information introduced by the NRC in the Final SEIS.
2. Contractor shall receive direction as to the scope of the work to be performed from the Inyo County Planning Department and/or the Inyo County County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Inyo County Planning Department for storage.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Andy Zdon and Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2016 **TO:** June 30, 2017

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services as described in Attachment A which are performed by the Contractor at County's request, at a rate not to exceed \$20,000.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for incidental expenses shall not be paid in excess of the amount of \$20,000.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Andy Zdon and Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2016

TO: June 30, 2017

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Contractor will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the \$20,000 total cost of the contracted work and travel only for tasks included in the Scope of Work will be reimbursed.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Andy Zdon and Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2016 **TO:** June 30, 2017

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Andy Zdon and Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read:

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Andy Zdon and Associates, Inc.
FOR THE PROVISION OF Hydrological Consulting Services **SERVICES**

TERM:

FROM: July 1, 2016 **TO:** June 30, 2017

FEDERAL FUNDS ADDENDUM

6. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: May 5, 2020

FROM: Travis Dean

SUBJECT: Lone Pine Dog Park Project

RECOMMENDED ACTION:

Request Board: A) award the contract for the Lone Pine Dog Park Project to Clair Concrete, Inc. of Bishop, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Clair Concrete, Inc. of Bishop, CA in the amount of \$76,980.00 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

SUMMARY/JUSTIFICATION:

The scope of work for this project consists of the installation of a new waterline, backflow preventer, yard hydrants, fence and signage, at Spainhower Park in Lone Pine (located at the north end of Lone Pine, West of Highway 395).

The Project was advertised on March 12th and March 19th 2020. On April 2nd, 2020, four (4) bids were opened. The bids received were as follows;

Clair Concrete, Inc. \$76,980.00
RE Chaffee Construction \$90,598.00
Four Point Engineering \$96,866.00
JTS Construction \$107,500.00

BACKGROUND/HISTORY OF BOARD ACTIONS:

At the March 3rd, 2020 meeting of the Board of Supervisors, your Board approved plans and specifications for the Project, and authorized the Public Works Director to advertise the project for bids.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the bid and construction contract for the Project and to re-advertise. This is not recommended because it is unlikely that re-advertising will result in additional/lower bids.

OTHER AGENCY INVOLVEMENT:

Public Works
Parks and Recreation

County Counsel
Auditor

FINANCING:

Parks and Recreation Budget (076999) and contingent on Board approval of the Third Quarter budget.

ATTACHMENTS:

1. Lone Pine Dog Park Bid Tabulation
2. Construction Contract - Lone Pine Dog Park

APPROVALS:

Travis Dean	Created/Initiated - 4/3/2020
Darcy Ellis	Approved - 4/7/2020
Travis Dean	Approved - 4/7/2020
Leslie Chapman	Approved - 4/30/2020
Breanne Nelums	Approved - 4/30/2020
Marshall Rudolph	Approved - 4/30/2020
Amy Shepherd	Approved - 4/30/2020
Michael Errante	Final Approval - 4/30/2020

COUNTY OF INYO BID TABULATION

Lone Pine Dog Park Project –Project No. RR 19-012

Bid Opening Date: April 2nd, 2020 3:30 PM

Location: County Admin Building

	BIDDER NAME	Total Bid	Bond
1.	JTS Construction	\$107,500	✓
2.	RE Chaffee Construction	\$90,598	✓
3.	Clair Concrete, Inc.	\$76,980	✓
4.	Four Point Engineering	\$96,866	✓
5.			

Opened By: Denelle Carrington

Present: Cori Denault



**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

CLAIR CONCRETE, INC., CONTRACTOR

for the

LONE PINE DOG PARK PROJECT

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, _____, 20____, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Clair Concrete, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of the **LONE PINE DOG PARK PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: **LONE PINE DOG PARK PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 45 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: Seventy-Six Thousand Nine Hundred Eighty dollars (\$ 76,980.00), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. CLAIMS RESOLUTION. Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

9. INSURANCE INDEMNIFICATION. Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

10. INSURANCE. For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

11. POLITICAL REFORM ACT. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

12. COMPLIANCE WITH ALL LAWS.

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

13. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

14. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

15. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

16. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party

may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: _____
168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: Clair Concrete, Inc.
438 Arboles Dr.
Bishop, CA 93514

17. AMENDMENTS. This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

18. WAIVER. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. TERMINATION. This Contract may be terminated for the reasons stated below:

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph “b” of this section; or
- b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
- c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

20. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

21. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

22. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that

there is, in fact, no binding agreement, either written or oral, between the parties herein.

23. CONTRACT SUBJECT TO MASTER LEASE. It is understood and agreed by the parties that this Contract and the Lone Pine Dog Park Project is subject to review and approval by the Los Angeles Department of Water and Power, as owner of the land on which the dog park will be located. Contractor’s activities are further subject to any terms, conditions, and/or limitations set forth in the Lease between the County of Inyo and City of Los Angeles, Department of Water and Power, for 4.13 acres of land known as Lone Pine Park, or any subsequent leases that may be negotiated between the Los Angeles Department of Water and Power and Inyo County.

24. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

25. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

26. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

LONE PINE DOG PARK PROJECT

**FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS: That _____

Clair Concrete, Inc. _____ as Principal, hereinafter
"Contractor,"
(Name of Contractor)

and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of _____
Seventy-Six Thousand Nine Hundred Eighty dollars (\$ 76,980 .00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated _____, 20____, entered into an Contract with the County for the Construction of the _____
LONE PINE DOG PARK PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under

this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo
224 North Edwards Street, P.O. Box N
Independence, California 93526

ATTACHMENT 2

LONE PINE DOG PARK PROJECT

LABOR AND MATERIALS PAYMENT BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that Clair Concrete, Inc.
(Name of Contractor)

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Oblige, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of Seventy-Six Thousand Nine Hundred Eighty dollars (\$ 76,980 .00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated _____, 20 _____, entered into an Contract with the County for the construction of the _____ **PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

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Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo
224 N. Edwards, P.O. Box N
Independence, California 93526**

ATTACHMENT 3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
CLAIR CONCRETE, INC.**

FOR THE _____ LONE PINE DOG PARK _____ PROJECT

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 5, 2020

FROM: Clint Quilter, Amy Shepherd, Denelle Carrington

SUBJECT: Fiscal Year 2019-2020 Third Quarter Financial Report

RECOMMENDED ACTION:

Request Board:

- A) Accept the Fiscal Year 2019-2020 Third Quarter Financial Report as presented;
- B) Approve the specific budget action items and recommendations discussed in the report and represented in Attachments A & B, and authorize the Auditor-Controller to make the budget adjustments as listed in Attachments A & B (*4/5ths vote required*);
- C) Authorize the County Administrator and Auditor-Controller to make any additional year-end adjustments, as may be necessary within each fund (*4/5ths vote required*);
- D) Approve the Preliminary Fiscal Year 2020-2021 Budget Calendar (Attachment C) with regard to the proposed dates for the Budget Hearings and adoption of the Final Budget; and;
- E) Direct the County Administrator and Auditor-Controller to prepare a modified rollover budget for the start of Fiscal Year 2020-2021 and present it for approval on June 9th or June 16, 2020.

SUMMARY/JUSTIFICATION:

As we present our 3rd Quarter Financial Report, we are experiencing and will continue to experience unprecedented challenges in all aspects of providing services to our community. It will be a challenge to manage the resources necessary to provide these services. Initially, it is even difficult to predict and estimate what resources are available. Staff recommends a measured approach to adjusting course and making decisions.

State & Federal Budgets and Actions

The County Budget relies significantly on state and federal funding, and the State and Federal budgets always have the potential to negatively impact the County Budget. This is particularly true this year. In addition to impacts from a down-turn in the local economy there is little or no indication as to how the State will manage its financial difficulties and how much that will impact the County. Although it will be different than the standard May revise, we do expect to see a restructure of the State budget in May and expect to have some additional understanding of where the State is headed.

The Governor has also just released his 4 phased plan to reopen the economy. How expeditiously this is done will play a major role in the County's financial future. As you know, we have assembled a robust team to ensure that Inyo County is prepared to safely be at the forefront of any reopening.

At the Federal level we have yet to see more than minimal assistance from any of the stimulus packages. We continue to advocate for both a revision to the initial stimulus package to allow the County to recoup some of the costs of the mandated leaves associated with COVID-19 and inclusion of direct relief to local governments with less than 500,000 people in the next round of stimulus funding, should it materialize.

It is also noted that, as of now, there is no expectation that the State will pass any of the \$150 billion that it received in the first stimulus package down to the local level.

Costs

The County has nearly completed bargaining with the Elected Officials Assistants Association and Inyo County Correctional Officers Association and is in the midst of Bargaining with the Inyo County Employees Association. Your Board will need to carefully assess how the impacts of the COVID-19 pandemic need to impact these negotiations.

Health insurance increases are being projected to be between 4% and 40% due to impacts of COVID-19. This range doesn't allow for meaningful planning at this point but needs to be closely monitored.

With the tumble of the stock markets, PERS costs are sure to increase. We won't see that increase this year or likely next year but further out in the future. PERS recognizes the situation and is working on ways to possibly spread out additional costs. We will continue to participate in these discussions.

Revenue

LADWP Land Valuations. The State Board of Equalization has notified the Assessor's Office that the valuation for the City of Los Angeles Department of Water and Power (LADWP) owned land in Inyo County will increase for the eighth year in a row. As your Board is aware, Los Angeles' property tax payments are calculated using the Constitutionally-prescribed Phillips Formula, and account for about 48% of the County's secured property tax roll. As reported by the County Assessor, in Fiscal Year 2020-2021, LADWP property tax payments will increase by 6.0885%, which translates into approximately \$356,000 in additional revenue coming to the County. This is down from the 6.142% increase in the Phillips Formula adjustments the County enjoyed from last year. It is likely next year's Phillips Formula increase will be very small and could quite possibly be negative.

Unsecured Taxes. Based on information received from the Assessor regarding the Coso geothermal plan, unsecured tax revenue was budgeted conservatively. Consequently, we will achieve budgeted revenue. However, we see no indication that unsecured taxes will improve and expect to budget conservatively again next year.

"Payments in Lieu of Taxes" (PILT). On December 20, 2019, the President signed the Further Consolidated Appropriations Act, 2019, which appropriated full funding for PILT. The Department of Interior has initiated the Fiscal Year 2020 PILT data collection process and is in the process of preparing the necessary calculations to issue payments by June 30, 2020 to counties. In Fiscal Year 2019-2020 the County received \$1,921,831 in PILT funding, which, per Board policy, will be budgeted in the Fiscal Year 2020-2021 County Budget. However, PILT is still appropriated on a year to year basis meaning that we have no guarantee of having these funds available beyond the Fiscal Year 2021-2022 County Budget.

Hotel Transient Occupancy Tax (HTOT) Revenue. This and sales tax are the two areas hardest hit by COVID-19. We are reducing budgeted revenues by \$250,000. As noted below, we are recommending that this be backfilled with \$250,000 from Contingencies. It is important to note that, as a practice, the County budgets HTOT in an extremely conservative manner. This means that although we are \$250,000 below budgeted revenues, the actual

loss of revenue as compared to previous years is much greater. In past years, this unbudgeted revenue has been used to make up shortfalls in other areas or to contribute to reserves in one manner or another. Right now we are anticipating the need to reduce next year's HTOT budgeted revenue by \$300,000 or roughly 10%.

Sales Tax. Similar to HTOT, sales tax revenue is budgeted conservatively and we expect to meet our budgeted amount this year. Part of the reason for this is that the heaviest sales tax periods for us were not affected by COVID-19. However, that will not be the case next year. We expect to reduce next years budgeted revenue by \$200,000 or about 15%.

In addition to regular sales tax revenue, all of our realignment programs include a sales tax component that we expect will be negatively impacted.

Fund Balance

Last year the CAO Recommended Budget was balanced using \$3,900,000. Fund balance came in at \$4,997,030, and your Board chose to put the additional funding in the General Fund Stabilization Trust, a Parks Rehabilitation and Development Trust, and Buildings and Grounds Budget. If there are no changes in General Fund revenues or expenses for Fiscal Year 2020-2021, this year's (Fiscal Year 2019-2020) General Fund Budget will need to yield \$3.9 Million in Fund Balance in order for your Board to be able to adopt a status quo budget for the coming Fiscal Year. Certainly there will be increased costs and reduced revenues next year. Additionally, it is possible that we won't achieve \$3.9 Million in Fund Balance.

This will be important to keep in mind as the Fiscal Year 2020-2021 Budget is developed.

3rd Quarter Overview

Based on projections submitted by the departments, this Third Quarter Review provides an opportunity to make last-minute adjustments necessary to maintain a balanced County Budget for Fiscal Year 2019-2020 and fund some urgent and emergency items. Toward this end, your Board is being asked to authorize the budget amendments identified below and represented in Attachments A and B, as well as authorize the CAO and Auditor-Controller to make any subsequent year-end adjustments that may be necessary within each fund to maintain a balanced budget through the end of the fiscal year. These actions require a 4/5's vote of your Board. An affirmative vote will result in no change to the Net County Cost to the General Fund.

Most of the Third Quarter adjustments identified in Attachments A and B represent appropriation change requests that, pursuant to the County Budget Control And Responsibility Policy, can be approved by the County Administrative Officer and/or the Auditor-Controller without action by your Board. These include moving money within a budget from one object code to another object code, or from one object category to another object category in the same budget unit. However, some of the proposed changes (such as appropriating new revenue, transfers between funds or budget units, and changes in Net County Cost) require approval by the Board of Supervisors (4/5's vote). Third Quarter adjustments resulting in a change in Net County Cost (within a budget unit) or otherwise requiring Board approval, as well as adjustments resulting in substantial decreases to Net County Cost, are identified and discussed later in this report.

The departments' Third Quarter projections change the Working Budget as follows:

2019-2020	Board Approved Budget	Working Budget	Third Quarter Budget
County Budget			
Revenues	108,557,449	111,146,518	118,419,626
Expenditures	112,418,392	120,035,164	127,320,104
Net County Cost	3,860,943	8,888,646	8,900,478
General Fund			
Revenues	61,103,806	61,457,592	61,424,221
Expenditures	66,100,836	67,839,349	67,805,978
Net County Cost	4,997,030	6,381,757	6,381,757

Once again, Income Statements have been prepared for both General Fund Budget Units and Non-General Fund Budget Units. These are also included in Attachments A & B respectively. Additionally, the reports for each budget unit have been condensed down to object category only, giving you the summary of each budget. The prior reports that you were provided will be available for review if you would like to review them at the object code level.

Process

Similar to the Mid-Year review process, departments were asked to enter their Third Quarter budget projections directly into in the County's financial system (ONESolution). The Third Quarter budget changes being requested by the departments and, in some cases modified by the CAO, are reflected in the "Third Quarter" column on the attached ONESolution reports (Attachments A & B). If approved by your Board (4/5's vote required), the Third Quarter projections will become the new Working Budget.

As in years past, and similar to the Mid-Year Financial Report, department heads were again required to certify whether or not their budgets are on track to realize 100% of their budgeted revenue and stay within their budgeted expenditures through the end of June. Departments whose budgets indicate that they might not achieve their approved revenue projections are required to provide a written explanation as to why, and make every effort to reduce expenditures respectively. Similarly, if a department's budget indicates that its approved appropriation will be exceeded by June 30th, the department head is asked to explain the reason and reduce expenditures in other object codes.

Fiscal Year 2019-2020 Third Quarter Status

The following budgets have significant changes; most requiring approval by your Board as part of the Third Quarter Financial Review.

GENERAL FUND:

General Fund budgets with Third Quarter changes are discussed below in addition to being identified in Attachment A:

Agricultural Commissioner (023300). Revenues and expenditures increased by \$25,737 due to an increase in Unrefunded Gas Tax revenue and Pest Mill Refund revenue and increased expenditures in External Charges for a transfer to the Eastern Sierra Weed Program for services provided by Weed to the Agricultural Commissioner Program and an Operating Transfer Out to the Deferred Maintenance Program for the Gate at the Ag Building.

There is no change to the Net County Cost.

Animal Control (023900). Revenues and expenditures increased by \$81 to recognize additional funding that will be used for increased Motor Pool expenses.

CAO – General (010200). The Salaries and Benefits Object Category is reduced by a total of \$33,950 and the Salaries and Benefits Object Category is increased in Environmental Health by \$33,950 in order to facilitate the movement of staff into the Environmental Health Budget to assist with multiple job duties. There is no change to the Net County Cost overall.

Contingencies (087100). The General Fund Contingencies budget is reduced by a total of \$250,000 to facilitate the decrease in the General Revenues & Expenditures budget in the Transient Occupancy Tax revenue directly related to the COVID-19 Emergency. This leaves \$125,919 in the General Fund Contingencies budget for the remainder of the year.

County Clerk – General (010300). Revenues in this budget are reduced by \$10,565 to recognize the decreased revenues directly related to the COVID-19 Emergency. Expenditures are also reduced by \$10,565 resulting in no change to the Net County Cost.

County Library (066700). Revenues and expenditures have been reduced by \$25,000 to recognize that the new shelving units that were originally budgeted would not be purchased in this fiscal year. There is no change to the Net County Cost.

Elections (011000). Revenues and expenditures are increased by \$8,950 to recognize actual revenue received and pay for increased election expenditures. The Net County Cost remains the same.

Environmental Health (045400). Revenues in this budget are increased by \$20,000 and as discussed above in the CAO – General section, the Salaries and Benefits have been increased by \$33,950, with the same amount reduced in the CAO budget, and Professional Services are increased by \$20,000, resulting in no change to the Net County Cost.

General Revenues and Expenditures (011900). Revenue in this budget decreased by \$250,000 to recognize a more realistic projection of HTOT due to the COVID-19 Emergency. General Fund Contingencies have been reduced by \$250,000 as discussed above.

Health (045100). Revenues are increased by a total of \$200,000 to recognize a \$100,000 CMSP State Grant directly related to the COVID-19 Emergency and another \$100,000 for Public Health Emergency Funds also related to the COVID-19 Emergency. Expenditures are also increased by \$200,000 to fund COVID-19 Emergency related expenses.

Jail - Safety (022910). Revenues are decreased by \$400 to recognize that funding will not be received for Bailiff services due to the COVID-19 Emergency. Expenditures are increased by \$236,643 to cover additional salary expenses. The Sheriff – Safety budget is reduced accordingly and between the two budgets there is no change to the Net County Cost.

Jail – STC (022920). Revenues and expenditures are decreased by \$4,560 in recognition of the travel restrictions due to the COVID-19 Emergency. The Net County Cost remains the same.

Kitchen Services (022701). Revenues and expenditures are increased by \$237 to recognize actual revenue received and to purchase a new printer for the program.

Parks & Recreation (076999). Revenues have been decreased by \$65,365 to recognize the reductions in Campground Fees in Inyo County directly related to the closure due to the COVID-19 Emergency. Expenditures are also reduced by \$65,365, resulting in no change to the Net County Cost.

Probation (023000). Revenues directly related to the cost of Probation were reduced by \$8,000 as the Courts are not collecting fees and/or fines due to the COVID-19 Emergency. Expenditures were reduced accordingly, insuring there was no change to the Net County Cost.

Sheriff – General (022700). The revenues and expenditures are increased by \$514 to recognize additional funding. There is no change to the Net County Cost.

Sheriff – Safety (022710). Expenditures in this budget have been reduced by \$237,043 and moved into the Jail – Safety budget as discussed above. Safety staff in the Jail has been higher than was anticipated during budget preparation in the prior year. Overall, the Net County Cost stays the same.

Social Services (055800). Revenues in State Public Assistance Administrative are increased by \$75,000 to recognize COVID-19 Emergency Funds and expenditures are increased in Support & Care of Other Persons in the same amount. There is no change to the Net County Cost.

NON-GENERAL FUND:

Non-General Fund budgets with significant Third Quarter changes requiring your Board's approval are discussed below in addition to being identified in Attachment B:

Bishop Air Rehab Runway 12-30 (631100). The revenues and expenditures have been increased by \$7,950,000 in order to recognize the Federal Grant received for the project. The Net Cost to Fund remains the same.

Cannabis Regulation – General Operating (023301). Expenditures and revenues in this budget are being reduced by \$51,846 to more accurately reflect the actuals in this fiscal year. There is no change to the Net Cost to Fund.

CBCAP (642515). Revenues have been decreased by \$5,849 in order to recognize the actual amount of the State Grant received. There is sufficient fund balance available to cover the increase in the Net Cost to Fund.

Child Support (022501). The revenues and expenditures in this budget are reduced by \$51,334 in order to more accurately represent the actuals in this fiscal year. There is no change to the Net Cost to Fund.

Deferred Maintenance (011501). Operating Transfers In has been increased by \$30,000 and Structures and Improvement has been increased by the same amount from the Agricultural Commissioner Budget for the Ag Building Gate Project. There is no change to the Net Cost to Fund.

ES Weed Management Grant (621300). Revenues have been reduced overall by \$110,770 to represent the actual revenues that will be received in this fiscal year. Expenditures have been reduced by \$69,467. The result to the Net Cost to Fund has been reduced accordingly.

ESAAA (683000). Revenues and expenditures are increased by \$29,835 to recognize additional federal funding. There is no change to the Net Cost to Fund.

Inyo Mosquito Abatement (154101). Expenditures are reduced by \$7,724 to more accurately represent expenditures through the end of the year. The Net Cost to Fund has been reduced.

Motor Pool Replacement (200200). Revenues are increased by \$28,729 to recognize Insurance Payments received to date. The Net Cost to Fund has been adjusted accordingly.

Owens River Water Trail Grant (621902). This budget is reduced down to \$0 in both revenues and expenditures. This project will not move forward in the current fiscal year.

Salt Cedar Project (024502). The expenditures in this budget are increased by \$900 to more accurately represent the actual expenses. The Net Cost to Fund is increased accordingly.

Substance Use Disorders (045315). Revenues are increased by \$97,746 to recognize actual federal funds received this fiscal year. Expenditures are also increased by \$97,746 to fund an additional contract.

Water Department (024102). The revenues in this budget are decreased by \$110,000 for the Boating and Waterway Grant that will not be started in this fiscal year. Expenditures were also reduced resulting in no change to the Net Cost to Fund.

FISCAL YEAR 2020-2021 BUDGET PROCESS

As discussed above, the Fiscal Year 2020-2021 Budget process is underway; all documents were distributed to departments on Friday, May 1st. County departments will continue to use the “Budget Buddy” to prepare their Department Requested budgets. The Budget Buddy was created four years ago as a Service Redesign initiative that reduces the number of forms that departments need to complete while providing the Budget Team with additional details that assist in making decisions about budget recommendations. The Personnel Module (PMod) is also included in the “Budget Buddy” to help improve the accuracy of department calculations and further streamline the budget process.

All departmental budget requests are due on Friday, May 29, 2020. The Budget Team will review the overall funding requests and revenue projections to further develop its strategy for approaching next year’s budget. Departmental budget meetings are scheduled from July 6th through July 17th, to review budget requests and develop the CAO Recommended Budget for Fiscal Year 2020-2021. A copy of the Preliminary Fiscal Year 2020-2021 Budget Calendar is provided as Attachment C.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board has the option not to approve any of the specific recommendations and/or provide staff other direction.

OTHER AGENCY INVOLVEMENT:

All County departments provided the information necessary to compile this report, which was developed in collaboration with the County Auditor-Controller.

FINANCING:

The financial impacts to the County are reflected in the discussion and recommendations above, and the budget impacts are included in Attachments A and B (Attachment A represents the General Fund budget, and Attachment B represents the Non-General Fund budget).

ATTACHMENTS:

1. Attachment A - General Fund Income Statement and Budget Review
2. Attachment B - Non General Fund Income Statement and Budget Review
3. Attachment C - 2021 Draft Budget Calendar

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington

Created/Initiated - 4/24/2020
Approved - 4/27/2020
Approved - 4/29/2020

Amy Shepherd
Clint Quilter

Approved - 4/29/2020
Final Approval - 4/29/2020

ATTACHMENT A

County of Inyo

BUD023 - Income Statement - General Fund
3rd Quarter FY 2019-20

Run Date: 04/29/2020

	% of Budget	3rd Quarter Budget	Actual as of 3/31/20	% of Actual to Budget	YTD as of 3/31/19
REVENUES BY TYPE					
TAXES - PROPERTY	21.4%	13,156,862	8,500,450	64.6%	8,262,747
TAXES - OTHER	4.7%	2,934,000	2,137,013	72.8%	2,024,229
TAXES - SALES	2.2%	1,400,000	1,232,716	88.0%	1,082,095
LICENSES & PERMITS	1.1%	680,057	642,708	94.5%	404,019
FINES & FORFEITURES	1.8%	1,106,443	720,898	65.1%	697,764
RENTS & LEASES	0.0%	12,663	3,982	31.4%	12,301
REV USE OF MONEY & PROPERTY	0.9%	589,251	286,447	48.6%	434,813
AID FROM OTHER GOVT AGENCIES	46.4%	28,521,193	15,309,760	53.6%	16,722,898
CHARGES FOR CURRENT SERVICES	15.4%	9,513,486	6,103,933	64.1%	4,726,699
OTHER FINANCING SOURCES	5.6%	3,456,392	2,302,823	66.6%	2,619,879
OTHER REVENUE	0.0%	53,874	57,901	107.4%	53,700
Total Revenues by Type	100.0%	61,424,221	37,298,638	60.7%	37,041,150
EXPENDITURES BY OBJECT CATEGORY					
SALARIES & BENEFITS	62.7%	42,538,292	29,558,020	69.4%	28,328,923
SERVICES & SUPPLIES	17.1%	11,643,955	7,208,984	61.9%	5,157,477
INTERNAL CHARGES	8.3%	5,672,144	4,033,224	71.1%	3,336,706
OTHER CHARGES	6.7%	4,598,335	2,182,822	47.4%	1,768,839
DEBT SERVICE PRINCIPAL	0.0%	67,552	33,691	49.8%	33,355
DEBT SERVICE INTEREST	0.0%	6,549	3,358	51.2%	3,694
FIXED ASSETS	0.2%	141,411	42,963	30.3%	11,855
OTHER FINANCING USES	3.9%	2,707,104			256,726
RESERVES	0.6%	430,636			
Total Expenditures	100.0%	67,805,978	43,063,066	63.5%	38,897,579
Change in Fund Balance		(6,381,757)	(5,764,428)	90.3%	(1,856,429)

BUD023 - Income Statement - General Fund
3rd Quarter FY 2019-20

Run Date: 04/29/2020

	% of Budget	3rd Quarter Budget	Actual as of 3/31/20	% of Actual to Budget	YTD as of 3/31/19
EXPENDITURES BY DEPARTMENT					
AGRICULTURAL COMMISSIONER					
AGRICULTURAL COMM / SEALER	1.0%	698,175	510,673	73.1%	430,043
ASSESSOR					
ASSESSOR	1.6%	1,099,273	679,742	61.8%	646,602
AUDITOR - CONTROLLER					
AUDITOR CONTROLLER - GENERAL	1.9%	1,289,538	938,528	72.7%	686,397
GENERAL REVENUE & EXPENDITURES	6.4%	4,365,740	564,127	12.9%	849,001
BOARD OF SUPERVISORS					
BOARD OF SUPERVISORS	1.0%	689,616	446,258	64.7%	388,478
CAO CULTURAL SERVICES					
ADVERTISING COUNTY RESOURCES	0.4%	278,905	94,529	33.8%	102,300
COUNTY LIBRARY	0.8%	596,792	387,700	64.9%	363,098
LAW LIBRARY	0.0%	27,397	7,908	28.8%	3,967
MUSEUM - GENERAL	0.3%	242,618	176,240	72.6%	182,984
CAO MP, SOLID WASTE & PARKS					
PARKS & RECREATION	1.7%	1,218,263	742,805	60.9%	645,654
CORONER					
CORONER	0.3%	213,416	172,140	80.6%	108,416
COUNTY ADMINISTRATIVE OFFICER					
CAO - GENERAL	1.2%	874,844	575,830	65.8%	455,115
CAO ECONOMIC DEVELOPMENT	1.4%	976,331	532,071	54.4%	152,771
CONTINGENCIES - GENERAL	0.1%	125,919			
GRANTS IN SUPPORT	0.1%	112,800	112,800	100.0%	76,168
INFORMATION SERVICES	3.1%	2,110,959	1,562,729	74.0%	1,449,813
OFFICE OF DISASTER SERVICES	0.2%	168,141	122,878	73.0%	75,919
PERSONNEL	2.3%	1,587,871	812,519	51.1%	628,492
PUBLIC DEFENDER	1.2%	828,900	587,105	70.8%	434,524
RISK MANAGEMENT	0.4%	275,054	168,128	61.1%	206,187
COUNTY CLERK					
COUNTY CLERK - GENERAL	0.4%	325,589	238,123	73.1%	225,909
ELECTIONS	0.4%	312,549	208,600	66.7%	209,424
COUNTY COUNSEL					
COUNTY COUNSEL	1.7%	1,153,272	853,366	74.0%	540,415
DISTRICT ATTORNEY					
DISTRICT ATTORNEY	1.9%	1,324,874	898,698	67.8%	889,060
DISTRICT ATTORNEY - SAFETY	0.7%	499,651	387,239	77.5%	358,065
ENVIRONMENTAL HEALTH					
ENVIRONMENTAL HEALTH - GENERAL	1.7%	1,182,314	736,776	62.3%	624,710
FARM ADVISOR					
FARM ADVISOR	0.2%	146,530	100,062	68.2%	82,126
HEALTH & HUMAN SERVICES					
CALIFORNIA CHILD SERVICE-ADMIN	0.1%	97,986	73,578	75.0%	61,692
CALIFORNIA CHILDREN SERVICE	0.0%	21,417	10,260	47.9%	6,193
CHILD HLTH AND DISABILITY PREV	0.1%	114,958	72,194	62.8%	57,967
COMMUNITY MENTAL HEALTH	9.6%	6,575,627	4,341,014	66.0%	4,114,305
FOSTER CARE - GENERAL	0.8%	600,000	267,203	44.5%	220,970
GENERAL RELIEF	0.2%	175,312	111,345	63.5%	94,426

BUD023 - Income Statement - General Fund
3rd Quarter FY 2019-20

Run Date: 04/29/2020

	% of Budget	3rd Quarter Budget	Actual as of 3/31/20	% of Actual to Budget	YTD as of 3/31/19
HEALTH - GENERAL	3.6%	2,487,993	1,407,519	56.5%	1,236,180
INYO COUNTY GOLD	0.7%	518,378	214,774	41.4%	300,857
SOCIAL SERVICES - GENERAL	11.0%	7,502,832	4,951,858	66.0%	4,323,647
TANF (AFDC)	1.0%	725,000	487,883	67.2%	473,429
PERSONNEL					
INSURANCE, RETIREMENT, OASDI	4.5%	3,111,532	2,187,182	70.2%	2,068,691
PLANNING					
PLANNING & ZONING	1.1%	796,803	566,856	71.1%	470,991
PROBATION					
JUVENILE INSTITUTIONS	2.5%	1,745,124	1,115,014	63.8%	968,770
OUT OF COUNTY-JUVENILE HALL	0.3%	234,750	129,459	55.1%	149,868
PROBATION - GENERAL	2.7%	1,874,212	1,124,745	60.0%	1,114,582
PUBLIC ADMINISTRATOR					
PUBLIC ADMINISTRATOR	0.3%	223,063	163,849	73.4%	114,791
PUBLIC WORKS					
BUILDING & SAFETY	0.5%	363,376	261,334	71.9%	215,648
MAINTENANCE-BUILDING & GROUNDS	2.6%	1,793,213	1,298,214	72.3%	1,153,323
PUBLIC WORKS	1.1%	757,894	535,305	70.6%	551,358
SHERIFF					
ANIMAL CONTROL - GENERAL	1.0%	688,554	522,551	75.8%	452,891
DNA	0.0%	12,499			
JAIL - CAD RMS PROJECT	0.0%	34,960	34,956	99.9%	23,143
JAIL - GENERAL	4.2%	2,908,165	1,899,822	65.3%	1,795,927
JAIL - SAFETY PERSONNEL	3.1%	2,130,567	1,646,540	77.2%	1,485,547
JAIL - STC	0.0%	23,996	7,571	31.5%	18,277
JAIL SECURITY PROJECT	0.1%	70,854	62,781	88.6%	23,659
KITCHEN SERVICES	1.2%	814,336	607,363	74.5%	613,493
RAN	0.0%	57,577	31,844	55.3%	17,595
SHERIFF - GENERAL	4.0%	2,719,501	1,872,385	68.8%	1,771,249
SHERIFF - SAFETY PERSONNEL	7.4%	5,032,549	3,861,617	76.7%	3,694,827
VETERANS SERVICE OFFICER	0.2%	155,949	91,925	58.9%	82,457
TREASURER					
TTC GENERAL	1.0%	687,310	474,532	69.0%	394,583
TRIAL COURT					
GRAND JURY	0.0%	24,360	11,990	49.2%	10,578
	100.0%	67,805,978	43,063,066	63.5%	38,897,579

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
AGRICULTURAL COMMISSIONER				
AG COMM/SEALER				
023300 AGRICULTURAL COMM / SEALER				
REVENUES				
4100 LICENSES & PERMITS	69,364	65,702	68,055	68,220
4400 AID FROM OTHER GOVT AGENCIES	264,960	281,870	300,194	324,006
4600 CHARGES FOR CURRENT SERVICES	161,232	87,647	105,502	107,262
TOTAL REVENUES	495,556	435,219	473,751	499,488
EXPENDITURES				
5000 SALARIES & BENEFITS	498,013	379,302	504,224	482,838
5100 SERVICES & SUPPLIES	28,684	15,899	53,558	50,627
5200 INTERNAL CHARGES	73,256	92,601	114,656	134,710
5800 OTHER FINANCING USES	70,000			30,000
TOTAL EXPENDITURES	669,953	487,802	672,438	698,175
023300 NET COST	(174,397)	(52,583)	(198,687)	(198,687)
AG COMM/SEALER NET COST	(174,397)	(52,583)	(198,687)	(198,687)
AGRICULTURAL COMMISSIONER NET COST	(174,397)	(52,583)	(198,687)	(198,687)

ASSESSOR				
ASSESSOR				
010600 ASSESSOR				
REVENUES				
4800 OTHER FINANCING SOURCES			37,000	37,000
4900 OTHER REVENUE	8,992	5,111	6,200	6,200
TOTAL REVENUES	8,992	5,111	43,200	43,200
EXPENDITURES				
5000 SALARIES & BENEFITS	816,745	698,516	1,000,500	1,000,500
5100 SERVICES & SUPPLIES	23,404	14,661	52,000	52,000
5200 INTERNAL CHARGES	29,257	27,566	46,773	46,773
TOTAL EXPENDITURES	869,406	740,743	1,099,273	1,099,273
010600 NET COST	(860,414)	(735,632)	(1,056,073)	(1,056,073)
ASSESSOR NET COST	(860,414)	(735,632)	(1,056,073)	(1,056,073)
ASSESSOR NET COST	(860,414)	(735,632)	(1,056,073)	(1,056,073)

AUDITOR - CONTROLLER
AUDITOR-CONTROLLER

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
010400 AUDITOR CONTROLLER - GENERAL				
REVENUES				
4000 TAXES - PROPERTY	175,180	94,502	156,000	156,000
4060 TAXES - SALES	1,617,933	1,341,865	1,400,000	1,400,000
4600 CHARGES FOR CURRENT SERVICES	2,306,079	2,673,354	3,241,382	3,241,382
4900 OTHER REVENUE		2,755		
TOTAL REVENUES	4,099,192	4,112,476	4,797,382	4,797,382
EXPENDITURES				
5000 SALARIES & BENEFITS	804,350	714,776	936,026	936,026
5100 SERVICES & SUPPLIES	119,456	271,242	320,309	320,309
5200 INTERNAL CHARGES	23,486	25,230	33,203	33,203
TOTAL EXPENDITURES	947,292	1,011,248	1,289,538	1,289,538
010400 NET COST	3,151,900	3,101,228	3,507,844	3,507,844
011900 GENERAL REVENUE & EXPENDITURES				
REVENUES				
4000 TAXES - PROPERTY	13,666,106	8,405,948	13,000,862	13,000,862
4050 TAXES - OTHER	4,042,336	2,826,693	3,100,000	2,850,000
4100 LICENSES & PERMITS	230,880	161,975	185,064	185,064
4200 FINES & FORFEITURES	1,023,287	691,333	1,022,000	1,022,000
4350 REV USE OF MONEY & PROPERTY	892,862	864,338	500,500	500,500
4400 AID FROM OTHER GOVT AGENCIES	6,755,510	5,823,642	7,133,373	7,133,373
4600 CHARGES FOR CURRENT SERVICES	19,501	32,522	20,500	20,500
4800 OTHER FINANCING SOURCES	1,879,508	1,921,831	2,360,187	2,360,187
4900 OTHER REVENUE	27,890	20,865		
TOTAL REVENUES	28,537,880	20,749,147	27,322,486	27,072,486
EXPENDITURES				
5100 SERVICES & SUPPLIES	101,999	19,560	107,120	107,120
5500 OTHER CHARGES	1,185,444	698,743	1,692,610	1,692,610
5800 OTHER FINANCING USES	1,373,390		2,566,010	2,566,010
TOTAL EXPENDITURES	2,660,833	718,303	4,365,740	4,365,740
011900 NET COST	25,877,047	20,030,844	22,956,746	22,706,746
AUDITOR-CONTROLLER NET COST	29,028,947	23,132,072	26,464,590	26,214,590
AUDITOR - CONTROLLER NET COST	29,028,947	23,132,072	26,464,590	26,214,590

BOARD OF SUPERVISORS

BOARD OF SUPERVISORS

010100 BOARD OF SUPERVISORS

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
REVENUES				
4600 CHARGES FOR CURRENT SERVICES		760		
TOTAL REVENUES		<u>760</u>		
EXPENDITURES				
5000 SALARIES & BENEFITS	471,041	425,868	566,243	566,243
5100 SERVICES & SUPPLIES	63,839	21,867	81,078	81,078
5200 INTERNAL CHARGES	19,498	14,018	20,295	20,295
5500 OTHER CHARGES		21,500	22,000	22,000
TOTAL EXPENDITURES	<u>554,378</u>	<u>483,253</u>	<u>689,616</u>	<u>689,616</u>
010100 NET COST	<u>(554,378)</u>	<u>(482,493)</u>	<u>(689,616)</u>	<u>(689,616)</u>
BOARD OF SUPERVISORS NET COST	<u>(554,378)</u>	<u>(482,493)</u>	<u>(689,616)</u>	<u>(689,616)</u>
BOARD OF SUPERVISORS NET COST	<u>(554,378)</u>	<u>(482,493)</u>	<u>(689,616)</u>	<u>(689,616)</u>

COUNTY ADMINISTRATIVE OFFICER

ADVERTISING COUNTY RESOURCES

**011402 GRANTS IN SUPPORT
REVENUES**

TOTAL REVENUES

EXPENDITURES

5500 OTHER CHARGES

TOTAL EXPENDITURES

011402 NET COST

ADVERTISING COUNTY RESOURCES NET COST

CONTINGENCIES

**087100 CONTINGENCIES - GENERAL
EXPENDITURES**

5900 RESERVES

TOTAL EXPENDITURES

087100 NET COST

CONTINGENCIES NET COST

COUNTY ADMINISTRATIVE OFFICER

010200 CAO - GENERAL

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	3,880			
TOTAL REVENUES	3,880			
EXPENDITURES				
5000 SALARIES & BENEFITS	593,663	560,167	775,499	741,549
5100 SERVICES & SUPPLIES	26,969	44,684	111,550	111,550
5200 INTERNAL CHARGES	18,205	15,239	21,745	21,745
TOTAL EXPENDITURES	638,837	620,090	908,794	874,844
010200 NET COST	(634,957)	(620,090)	(908,794)	(874,844)
COUNTY ADMINISTRATIVE OFFICER NET COST	(634,957)	(620,090)	(908,794)	(874,844)
ECONOMIC DEVELOPMENT				
010202 CAO ECONOMIC DEVELOPMENT				
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
5000 SALARIES & BENEFITS	11,383	11,497	162,379	162,379
5100 SERVICES & SUPPLIES	197,283	520,555	812,952	812,952
5200 INTERNAL CHARGES		25	1,000	1,000
TOTAL EXPENDITURES	208,666	532,077	976,331	976,331
010202 NET COST	(208,666)	(532,077)	(976,331)	(976,331)
ECONOMIC DEVELOPMENT NET COST	(208,666)	(532,077)	(976,331)	(976,331)
INFORMATION SERVICES				
011801 INFORMATION SERVICES				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	7,500			
4600 CHARGES FOR CURRENT SERVICES	352,058	262,033	397,434	397,434
TOTAL REVENUES	359,558	262,033	397,434	397,434
EXPENDITURES				
5000 SALARIES & BENEFITS	1,275,134	1,103,322	1,413,391	1,413,391
5100 SERVICES & SUPPLIES	570,236	589,860	657,950	660,625
5200 INTERNAL CHARGES	31,335	28,564	39,618	36,943
TOTAL EXPENDITURES	1,876,705	1,721,746	2,110,959	2,110,959

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
011801 NET COST	(1,517,147)	(1,459,713)	(1,713,525)	(1,713,525)
INFORMATION SERVICES NET COST	(1,517,147)	(1,459,713)	(1,713,525)	(1,713,525)
OFFICE OF DISASTER SERVICES				
023700 OFFICE OF DISASTER SERVICES				
REVENUES				
TOTAL REVENUES	<hr/>			
EXPENDITURES				
5000 SALARIES & BENEFITS	74,286	65,818	82,101	77,395
5100 SERVICES & SUPPLIES	37,974	59,549	73,350	78,056
5200 INTERNAL CHARGES	5,305	5,194	12,690	12,690
TOTAL EXPENDITURES	<hr/>	<hr/>	<hr/>	<hr/>
023700 NET COST	(117,565)	(130,561)	(168,141)	(168,141)
OFFICE OF DISASTER SERVICES NET COST	(117,565)	(130,561)	(168,141)	(168,141)
PERSONNEL				
010800 PERSONNEL				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	18,000	18,000	18,000	18,000
4800 OTHER FINANCING SOURCES	8,000		8,000	8,000
4900 OTHER REVENUE	33	2,770		
TOTAL REVENUES	<hr/>	<hr/>	<hr/>	<hr/>
EXPENDITURES				
5000 SALARIES & BENEFITS	497,342	417,455	545,048	545,048
5100 SERVICES & SUPPLIES	399,055	427,115	707,351	707,351
5200 INTERNAL CHARGES	23,455	17,684	30,755	30,755
5900 RESERVES			304,717	304,717
TOTAL EXPENDITURES	<hr/>	<hr/>	<hr/>	<hr/>
010800 NET COST	(893,819)	(841,484)	(1,561,871)	(1,561,871)
PERSONNEL NET COST	(893,819)	(841,484)	(1,561,871)	(1,561,871)
PUBLIC DEFENDER				
022600 PUBLIC DEFENDER				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	144,226	121,460	150,000	150,000
4600 CHARGES FOR CURRENT SERVICES	58,125	26,511	25,500	25,500

COUNTY OF INYO

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	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
TOTAL REVENUES	202,351	147,971	175,500	175,500
EXPENDITURES				
5100 SERVICES & SUPPLIES	587,872	592,630	828,800	828,800
5200 INTERNAL CHARGES	52	14	100	100
TOTAL EXPENDITURES	587,924	592,644	828,900	828,900
022600 NET COST	(385,573)	(444,673)	(653,400)	(653,400)
PUBLIC DEFENDER NET COST	(385,573)	(444,673)	(653,400)	(653,400)
RISK MANAGEMENT				
010900 RISK MANAGEMENT				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	239,282	195,878	235,054	235,054
4800 OTHER FINANCING SOURCES	30,368		40,000	40,000
TOTAL REVENUES	269,650	195,878	275,054	275,054
EXPENDITURES				
5000 SALARIES & BENEFITS	254,661	170,927	249,947	249,947
5100 SERVICES & SUPPLIES	5,094	6,233	13,514	13,514
5200 INTERNAL CHARGES	11,369	7,361	11,593	11,593
TOTAL EXPENDITURES	271,124	184,521	275,054	275,054
010900 NET COST	(1,474)	11,357		
RISK MANAGEMENT NET COST	(1,474)	11,357		
COUNTY ADMINISTRATIVE OFFICER NET COST	(3,866,361)	(4,130,041)	(6,470,781)	(6,186,831)
CAO CULTURAL SERVICES				
ADVERTISING COUNTY RESOURCES				
011400 ADVERTISING COUNTY RESOURCES				
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
5100 SERVICES & SUPPLIES	38,447	21,525	55,500	63,000
5200 INTERNAL CHARGES	35	14	2,000	2,000
5500 OTHER CHARGES	177,247	124,637	221,405	213,905
TOTAL EXPENDITURES	215,729	146,176	278,905	278,905

COUNTY OF INYO

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	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
011400 NET COST	(215,729)	(146,176)	(278,905)	(278,905)
ADVERTISING COUNTY RESOURCES NET COST	(215,729)	(146,176)	(278,905)	(278,905)
COUNTY LIBRARY				
066700 COUNTY LIBRARY				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		13,310	13,310	13,310
4600 CHARGES FOR CURRENT SERVICES	1,881	898	2,004	2,004
4800 OTHER FINANCING SOURCES			25,000	
4900 OTHER REVENUE	4,186	2,208	4,435	4,435
TOTAL REVENUES	6,067	16,416	44,749	19,749
EXPENDITURES				
5000 SALARIES & BENEFITS	417,022	374,248	491,296	491,296
5100 SERVICES & SUPPLIES	56,143	41,744	72,565	72,565
5200 INTERNAL CHARGES	20,672	17,374	24,286	24,286
5600 FIXED ASSETS			33,645	
5800 OTHER FINANCING USES				8,645
TOTAL EXPENDITURES	493,837	433,366	621,792	596,792
066700 NET COST	(487,770)	(416,950)	(577,043)	(577,043)
COUNTY LIBRARY NET COST	(487,770)	(416,950)	(577,043)	(577,043)
LAW LIBRARY				
022300 LAW LIBRARY				
REVENUES				
4200 FINES & FORFEITURES		4,669	7,000	7,000
TOTAL REVENUES		4,669	7,000	7,000
EXPENDITURES				
5100 SERVICES & SUPPLIES	12,379	5,313	27,397	27,397
TOTAL EXPENDITURES	12,379	5,313	27,397	27,397
022300 NET COST	(12,379)	(644)	(20,397)	(20,397)
LAW LIBRARY NET COST	(12,379)	(644)	(20,397)	(20,397)
MUSEUM				
077000 MUSEUM - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	5,000			

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

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	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
4600 CHARGES FOR CURRENT SERVICES	49	304	40	40
4800 OTHER FINANCING SOURCES				3,000
4900 OTHER REVENUE	10,327	8,640	26,500	23,500
TOTAL REVENUES	15,376	8,944	26,540	26,540
EXPENDITURES				
5000 SALARIES & BENEFITS	210,648	168,151	208,487	208,487
5100 SERVICES & SUPPLIES	21,357	18,374	25,100	25,100
5200 INTERNAL CHARGES	7,326	6,501	9,031	9,031
TOTAL EXPENDITURES	239,331	193,026	242,618	242,618
077000 NET COST	(223,955)	(184,082)	(216,078)	(216,078)
MUSEUM NET COST	(223,955)	(184,082)	(216,078)	(216,078)
CAO CULTURAL SERVICES NET COST	(939,833)	(747,852)	(1,092,423)	(1,092,423)

CAO MP, SOLID WASTE & PARKS

PARKS AND RECREATION

076999 PARKS & RECREATION

REVENUES

4300 RENTS & LEASES	14,771	3,820	12,500	12,500
4350 REV USE OF MONEY & PROPERTY	1,960	1,470	1,968	1,968
4400 AID FROM OTHER GOVT AGENCIES	186,059	181,593	192,912	192,912
4600 CHARGES FOR CURRENT SERVICES	361,053	226,217	350,000	284,635
4800 OTHER FINANCING SOURCES			164,550	164,550
4900 OTHER REVENUE	633	247	1,000	1,000
TOTAL REVENUES	564,476	413,347	722,930	657,565

EXPENDITURES

5000 SALARIES & BENEFITS	398,460	337,990	463,405	463,405
5100 SERVICES & SUPPLIES	364,783	324,465	517,690	452,175
5200 INTERNAL CHARGES	134,540	106,143	130,493	130,643
5500 OTHER CHARGES			85,000	62,000
5600 FIXED ASSETS	23,758	28,773	87,040	110,040
TOTAL EXPENDITURES	921,541	797,371	1,283,628	1,218,263

076999 NET COST (357,065) (384,024) (560,698) (560,698)

PARKS AND RECREATION NET COST (357,065) (384,024) (560,698) (560,698)

CAO MP, SOLID WASTE & PARKS NET COST (357,065) (384,024) (560,698) (560,698)

CORONER

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

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	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
CORONER				
023500 CORONER				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	22	158	150	150
TOTAL REVENUES	22	158	150	150
EXPENDITURES				
5000 SALARIES & BENEFITS	81,440	63,767	80,294	80,294
5100 SERVICES & SUPPLIES	65,183	113,789	131,231	131,231
5200 INTERNAL CHARGES	1,813	1,522	1,891	1,891
TOTAL EXPENDITURES	148,436	179,078	213,416	213,416
023500 NET COST	(148,414)	(178,920)	(213,266)	(213,266)
CORONER NET COST	(148,414)	(178,920)	(213,266)	(213,266)
CORONER NET COST	(148,414)	(178,920)	(213,266)	(213,266)

COUNTY CLERK				
COUNTY CLERK				
010300 COUNTY CLERK - GENERAL				
REVENUES				
4050 TAXES - OTHER	110,206	69,821	85,000	84,000
4100 LICENSES & PERMITS	8,515	6,248	6,500	6,500
4600 CHARGES FOR CURRENT SERVICES	69,209	53,235	59,500	49,935
TOTAL REVENUES	187,930	129,304	151,000	140,435
EXPENDITURES				
5000 SALARIES & BENEFITS	288,741	235,583	302,512	297,722
5100 SERVICES & SUPPLIES	2,166	1,768	3,050	2,775
5200 INTERNAL CHARGES	11,365	18,834	30,592	25,092
TOTAL EXPENDITURES	302,272	256,185	336,154	325,589
010300 NET COST	(114,342)	(126,881)	(185,154)	(185,154)
COUNTY CLERK NET COST	(114,342)	(126,881)	(185,154)	(185,154)

ELECTIONS				
011000 ELECTIONS				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		616	20,000	20,000
4600 CHARGES FOR CURRENT SERVICES	13,186	19,762	2,300	11,250
4900 OTHER REVENUE	5,865	1,464		

COUNTY OF INYO

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	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
TOTAL REVENUES	19,051	21,842	22,300	31,250
EXPENDITURES				
5000 SALARIES & BENEFITS	166,578	136,559	176,263	171,263
5100 SERVICES & SUPPLIES	78,647	123,731	121,020	134,970
5200 INTERNAL CHARGES	5,735	4,724	6,316	6,316
TOTAL EXPENDITURES	250,960	265,014	303,599	312,549
011000 NET COST	(231,909)	(243,172)	(281,299)	(281,299)
ELECTIONS NET COST	(231,909)	(243,172)	(281,299)	(281,299)
COUNTY CLERK NET COST	(346,251)	(370,053)	(466,453)	(466,453)
COUNTY COUNSEL				
COUNTY COUNSEL				
010700 COUNTY COUNSEL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	12,193			
4600 CHARGES FOR CURRENT SERVICES	116,093	112,352	410,205	410,205
TOTAL REVENUES	128,286	112,352	410,205	410,205
EXPENDITURES				
5000 SALARIES & BENEFITS	654,564	578,535	696,532	696,532
5100 SERVICES & SUPPLIES	39,914	259,883	352,765	353,765
5200 INTERNAL CHARGES	51,279	70,566	103,975	102,975
TOTAL EXPENDITURES	745,757	908,984	1,153,272	1,153,272
010700 NET COST	(617,471)	(796,632)	(743,067)	(743,067)
COUNTY COUNSEL NET COST	(617,471)	(796,632)	(743,067)	(743,067)
COUNTY COUNSEL NET COST	(617,471)	(796,632)	(743,067)	(743,067)
DISTRICT ATTORNEY				
DISTRICT ATTORNEY				
022400 DISTRICT ATTORNEY				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	172,162	144,833	181,555	181,555
4600 CHARGES FOR CURRENT SERVICES	60,024	69,230	56,053	56,053
4800 OTHER FINANCING SOURCES	3,988			
4900 OTHER REVENUE	596			
TOTAL REVENUES	236,770	214,063	237,608	237,608

COUNTY OF INYO

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	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
EXPENDITURES				
5000 SALARIES & BENEFITS	1,039,893	868,474	1,129,852	1,129,852
5100 SERVICES & SUPPLIES	82,219	65,867	124,502	124,478
5200 INTERNAL CHARGES	76,975	48,900	70,520	70,544
TOTAL EXPENDITURES	1,199,087	983,241	1,324,874	1,324,874
022400 NET COST	(962,317)	(769,178)	(1,087,266)	(1,087,266)
022410 DISTRICT ATTORNEY - SAFETY				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	16,017	6,851	33,000	33,000
TOTAL REVENUES	16,017	6,851	33,000	33,000
EXPENDITURES				
5000 SALARIES & BENEFITS	439,674	392,452	471,154	471,154
5200 INTERNAL CHARGES	30,445	23,748	28,497	28,497
TOTAL EXPENDITURES	470,119	416,200	499,651	499,651
022410 NET COST	(454,102)	(409,349)	(466,651)	(466,651)
DISTRICT ATTORNEY NET COST	(1,416,419)	(1,178,527)	(1,553,917)	(1,553,917)
DISTRICT ATTORNEY NET COST	(1,416,419)	(1,178,527)	(1,553,917)	(1,553,917)
ENVIRONMENTAL HEALTH				
ENVIRONMENTAL HEALTH				
045400 ENVIRONMENTAL HEALTH - GENERAL				
REVENUES				
4100 LICENSES & PERMITS	72,443	71,828	121,066	111,128
4400 AID FROM OTHER GOVT AGENCIES	421,924	319,147	419,389	439,421
4600 CHARGES FOR CURRENT SERVICES	346,750	258,471	331,746	341,652
TOTAL REVENUES	841,117	649,446	872,201	892,201
EXPENDITURES				
5000 SALARIES & BENEFITS	735,911	626,336	885,321	919,271
5100 SERVICES & SUPPLIES	51,252	44,329	61,114	81,114
5200 INTERNAL CHARGES	79,599	141,384	181,929	181,929
TOTAL EXPENDITURES	866,762	812,049	1,128,364	1,182,314
045400 NET COST	(25,645)	(162,603)	(256,163)	(290,113)
ENVIRONMENTAL HEALTH NET COST	(25,645)	(162,603)	(256,163)	(290,113)

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
ENVIRONMENTAL HEALTH NET COST	(25,645)	(162,603)	(256,163)	(290,113)
FARM ADVISOR				
FARM ADVISOR				
066800 FARM ADVISOR				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	29,635	38,008	38,538	38,538
TOTAL REVENUES	29,635	38,008	38,538	38,538
EXPENDITURES				
5000 SALARIES & BENEFITS	66,155	58,049	70,249	70,249
5100 SERVICES & SUPPLIES	4,573	3,130	7,074	7,074
5200 INTERNAL CHARGES	43,293	48,511	69,207	69,207
TOTAL EXPENDITURES	114,021	109,690	146,530	146,530
066800 NET COST	(84,386)	(71,682)	(107,992)	(107,992)
FARM ADVISOR NET COST	(84,386)	(71,682)	(107,992)	(107,992)
FARM ADVISOR NET COST	(84,386)	(71,682)	(107,992)	(107,992)
HEALTH & HUMAN SERVICES				
AID TO FAMILIES-DEPENDENT CHLD				
056300 TANF (AFDC)				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	706,745	572,706	725,000	722,431
4900 OTHER REVENUE	4,019	2,569		2,569
TOTAL REVENUES	710,764	575,275	725,000	725,000
EXPENDITURES				
5500 OTHER CHARGES	618,470	550,860	725,000	725,000
TOTAL EXPENDITURES	618,470	550,860	725,000	725,000
056300 NET COST	92,294	24,415		
AID TO FAMILIES-DEPENDENT CHLD NET COST	92,294	24,415		
COMMUNITY MENTAL HEALTH				
045200 COMMUNITY MENTAL HEALTH				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	77,237	42,033	85,172	85,172
4400 AID FROM OTHER GOVT AGENCIES	3,407,908	2,389,595	5,610,571	5,254,953
4600 CHARGES FOR CURRENT SERVICES	530,542	661,049	839,500	839,500
4800 OTHER FINANCING SOURCES	965,995	436,396		355,618

COUNTY OF INYO

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	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
4900 OTHER REVENUE	86			
TOTAL REVENUES	4,981,768	3,529,073	6,535,243	6,535,243
EXPENDITURES				
5000 SALARIES & BENEFITS	3,964,200	3,245,662	4,288,370	4,288,370
5100 SERVICES & SUPPLIES	624,589	526,346	1,100,124	1,049,894
5200 INTERNAL CHARGES	887,463	754,537	924,307	946,724
5500 OTHER CHARGES	144,214	253,439	260,000	287,813
5800 OTHER FINANCING USES	26,053		2,826	2,826
TOTAL EXPENDITURES	5,646,519	4,779,984	6,575,627	6,575,627
045200 NET COST	(664,751)	(1,250,911)	(40,384)	(40,384)
COMMUNITY MENTAL HEALTH NET COST	(664,751)	(1,250,911)	(40,384)	(40,384)
CRIPPLED CHILDREN SERVICE				
045500 CALIFORNIA CHILDREN SERVICE				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	7,713	2,746	21,417	21,417
TOTAL REVENUES	7,713	2,746	21,417	21,417
EXPENDITURES				
5000 SALARIES & BENEFITS	8,470	10,495	12,806	12,806
5100 SERVICES & SUPPLIES	1,838	520	8,484	8,484
5200 INTERNAL CHARGES	136	106	127	127
TOTAL EXPENDITURES	10,444	11,121	21,417	21,417
045500 NET COST	(2,731)	(8,375)		
045501 CALIFORNIA CHILD SERVICE-ADMIN				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	83,998	23,514	97,940	97,940
TOTAL REVENUES	83,998	23,514	97,940	97,940
EXPENDITURES				
5000 SALARIES & BENEFITS	75,097	65,828	79,884	79,884
5100 SERVICES & SUPPLIES	2,351	1,753	2,496	2,446
5200 INTERNAL CHARGES	2,104	1,469	1,999	2,049
5500 OTHER CHARGES	7,543	10,310	13,607	13,607
TOTAL EXPENDITURES	87,095	79,360	97,986	97,986
045501 NET COST	(3,097)	(55,846)	(46)	(46)

COUNTY OF INYO

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CRIPPLED CHILDREN SERVICE NET COST	(5,828)	(64,221)	(46)	(46)
ESAAA				
056100 INYO COUNTY GOLD				
REVENUES				
4300 RENTS & LEASES	31	163	61	163
4350 REV USE OF MONEY & PROPERTY	2,260	975	950	1,144
4600 CHARGES FOR CURRENT SERVICES	88,981	60,710	85,529	85,233
4800 OTHER FINANCING SOURCES			14,190	14,190
TOTAL REVENUES	91,272	61,848	100,730	100,730
EXPENDITURES				
5000 SALARIES & BENEFITS	177,718	163,570	233,384	233,384
5100 SERVICES & SUPPLIES	91,588	22,429	138,300	131,327
5200 INTERNAL CHARGES	56,681	29,668	37,658	44,631
5600 FIXED ASSETS		14,190	14,190	14,190
5800 OTHER FINANCING USES	57		94,846	94,846
TOTAL EXPENDITURES	326,044	229,857	518,378	518,378
056100 NET COST	(234,772)	(168,009)	(417,648)	(417,648)
ESAAA NET COST	(234,772)	(168,009)	(417,648)	(417,648)
FOSTER CARE				
056400 FOSTER CARE - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	431,168	393,908	597,607	597,607
4900 OTHER REVENUE	5,051	3,483	2,393	2,393
TOTAL REVENUES	436,219	397,391	600,000	600,000
EXPENDITURES				
5500 OTHER CHARGES	309,689	297,460	600,000	600,000
TOTAL EXPENDITURES	309,689	297,460	600,000	600,000
056400 NET COST	126,530	99,931		
FOSTER CARE NET COST	126,530	99,931		
GENERAL RELIEF				
056500 GENERAL RELIEF				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	4,046	3,223	141	141
4600 CHARGES FOR CURRENT SERVICES	261			
4800 OTHER FINANCING SOURCES		621	621	621

COUNTY OF INYO

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	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
TOTAL REVENUES	4,307	3,844	762	762
EXPENDITURES				
5100 SERVICES & SUPPLIES	12,940	23,602	25,312	30,000
5500 OTHER CHARGES	116,514	102,977	150,000	145,312
TOTAL EXPENDITURES	129,454	126,579	175,312	175,312
056500 NET COST	(125,147)	(122,735)	(174,550)	(174,550)
GENERAL RELIEF NET COST	(125,147)	(122,735)	(174,550)	(174,550)
HEALTH				
045100 HEALTH - GENERAL				
REVENUES				
4100 LICENSES & PERMITS	678	483	605	605
4200 FINES & FORFEITURES	508		10,000	10,000
4400 AID FROM OTHER GOVT AGENCIES	1,283,141	893,125	1,704,668	1,903,360
4600 CHARGES FOR CURRENT SERVICES	102,733	108,443	206,701	208,009
4800 OTHER FINANCING SOURCES	9,542	1,147	2,600	2,600
4900 OTHER REVENUE	1,150			
TOTAL REVENUES	1,397,752	1,003,198	1,924,574	2,124,574
EXPENDITURES				
5000 SALARIES & BENEFITS	1,176,435	1,062,711	1,482,127	1,482,127
5100 SERVICES & SUPPLIES	311,289	268,066	497,582	642,743
5200 INTERNAL CHARGES	197,798	217,866	271,967	276,806
5500 OTHER CHARGES	54,746	19,789	35,500	85,500
5800 OTHER FINANCING USES	817		817	817
TOTAL EXPENDITURES	1,741,085	1,568,432	2,287,993	2,487,993
045100 NET COST	(343,333)	(565,234)	(363,419)	(363,419)
045102 CHILD HLTH AND DISABILITY PREV				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	62,272		114,916	114,916
TOTAL REVENUES	62,272		114,916	114,916
EXPENDITURES				
5000 SALARIES & BENEFITS	71,691	75,107	103,933	103,933
5100 SERVICES & SUPPLIES	2,968	2,267	8,813	8,813
5200 INTERNAL CHARGES	1,943	1,542	2,212	2,212
TOTAL EXPENDITURES	76,602	78,916	114,958	114,958

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
045102 NET COST	(14,330)	(78,916)	(42)	(42)
HEALTH NET COST	(357,663)	(644,150)	(363,461)	(363,461)
SOCIAL SERVICE				
055800 SOCIAL SERVICES - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	5,050,479	3,820,683	7,266,480	7,341,480
4900 OTHER REVENUE	30			
TOTAL REVENUES	5,050,509	3,820,683	7,266,480	7,341,480
EXPENDITURES				
5000 SALARIES & BENEFITS	3,878,604	3,388,826	4,735,878	4,735,878
5100 SERVICES & SUPPLIES	656,818	494,636	867,139	770,063
5200 INTERNAL CHARGES	1,255,186	1,129,106	1,421,722	1,394,146
5500 OTHER CHARGES	322,416	382,161	399,133	598,785
5800 OTHER FINANCING USES	3,960		3,960	3,960
TOTAL EXPENDITURES	6,116,984	5,394,729	7,427,832	7,502,832
055800 NET COST	(1,066,475)	(1,574,046)	(161,352)	(161,352)
SOCIAL SERVICE NET COST	(1,066,475)	(1,574,046)	(161,352)	(161,352)
HEALTH & HUMAN SERVICES NET COST	(2,235,812)	(3,699,726)	(1,157,441)	(1,157,441)
PERSONNEL				
PERSONNEL				
011600 INSURANCE, RETIREMENT, OASDI				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	1,187,728	1,014,548	1,299,365	1,299,365
TOTAL REVENUES	1,187,728	1,014,548	1,299,365	1,299,365
EXPENDITURES				
5000 SALARIES & BENEFITS	2,642,698	2,297,203	2,960,332	2,960,332
5100 SERVICES & SUPPLIES	124,682	126,031	151,200	151,200
TOTAL EXPENDITURES	2,767,380	2,423,234	3,111,532	3,111,532
011600 NET COST	(1,579,652)	(1,408,686)	(1,812,167)	(1,812,167)
PERSONNEL NET COST	(1,579,652)	(1,408,686)	(1,812,167)	(1,812,167)
PERSONNEL NET COST	(1,579,652)	(1,408,686)	(1,812,167)	(1,812,167)

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
PLANNING				
PLANNING AND ZONING				
023800 PLANNING & ZONING				
REVENUES				
4100 LICENSES & PERMITS	8,050	16,530	11,520	11,520
4400 AID FROM OTHER GOVT AGENCIES	98,293	104,773	113,412	113,412
4600 CHARGES FOR CURRENT SERVICES	112,036	56,310	120,892	120,892
4900 OTHER REVENUE	50		20	20
TOTAL REVENUES	218,429	177,613	245,844	245,844
EXPENDITURES				
5000 SALARIES & BENEFITS	520,022	473,717	608,491	608,491
5100 SERVICES & SUPPLIES	129,632	110,848	151,477	151,447
5200 INTERNAL CHARGES	24,134	21,012	36,835	36,865
TOTAL EXPENDITURES	673,788	605,577	796,803	796,803
023800 NET COST	(455,359)	(427,964)	(550,959)	(550,959)
PLANNING AND ZONING NET COST	(455,359)	(427,964)	(550,959)	(550,959)
PLANNING NET COST	(455,359)	(427,964)	(550,959)	(550,959)
PROBATION				
JUVENILE INSTITUTIONS				
023100 JUVENILE INSTITUTIONS				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	669,238	594,645	852,395	852,395
4800 OTHER FINANCING SOURCES	7,242		7,242	7,242
4900 OTHER REVENUE		60		
TOTAL REVENUES	676,480	594,705	859,637	859,637
EXPENDITURES				
5000 SALARIES & BENEFITS	1,132,299	1,003,105	1,402,395	1,402,395
5100 SERVICES & SUPPLIES	103,610	98,542	183,205	183,045
5200 INTERNAL CHARGES	84,236	86,540	115,343	115,503
5500 OTHER CHARGES			27,000	27,000
5600 FIXED ASSETS			17,181	17,181
TOTAL EXPENDITURES	1,320,145	1,188,187	1,745,124	1,745,124
023100 NET COST	(643,665)	(593,482)	(885,487)	(885,487)
023101 OUT OF COUNTY-JUVENILE HALL				
EXPENDITURES				
5000 SALARIES & BENEFITS	74,088	55,856	79,000	79,000

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
5100 SERVICES & SUPPLIES	136,360	84,059	132,750	132,750
5200 INTERNAL CHARGES	13,900	5,921	23,000	23,000
TOTAL EXPENDITURES	224,348	145,836	234,750	234,750
023101 NET COST	(224,348)	(145,836)	(234,750)	(234,750)
JUVENILE INSTITUIONS NET COST	(868,013)	(739,318)	(1,120,237)	(1,120,237)
PROBATION				
023000 PROBATION - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	425,668	349,912	510,968	510,968
4600 CHARGES FOR CURRENT SERVICES	196,655	135,849	415,493	407,493
TOTAL REVENUES	622,323	485,761	926,461	918,461
EXPENDITURES				
5000 SALARIES & BENEFITS	1,163,479	872,338	1,275,809	1,275,809
5100 SERVICES & SUPPLIES	249,041	243,364	491,309	483,149
5200 INTERNAL CHARGES	82,366	84,592	105,091	105,251
5500 OTHER CHARGES	2,535	5,003	10,003	10,003
TOTAL EXPENDITURES	1,497,421	1,205,297	1,882,212	1,874,212
023000 NET COST	(875,098)	(719,536)	(955,751)	(955,751)
PROBATION NET COST	(875,098)	(719,536)	(955,751)	(955,751)
PROBATION NET COST	(1,743,111)	(1,458,854)	(2,075,988)	(2,075,988)
PUBLIC ADMINISTRATOR				
PUBLIC ADMINISTRATOR				
023600 PUBLIC ADMINISTRATOR				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	7,980	1,300	8,000	8,000
TOTAL REVENUES	7,980	1,300	8,000	8,000
EXPENDITURES				
5000 SALARIES & BENEFITS	142,572	160,865	197,036	197,036
5100 SERVICES & SUPPLIES	11,170	9,495	13,090	13,090
5200 INTERNAL CHARGES	8,311	8,283	12,937	12,937
TOTAL EXPENDITURES	162,053	178,643	223,063	223,063
023600 NET COST	(154,073)	(177,343)	(215,063)	(215,063)

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
PUBLIC ADMINISTRATOR NET COST	(154,073)	(177,343)	(215,063)	(215,063)
PUBLIC ADMINISTRATOR NET COST	(154,073)	(177,343)	(215,063)	(215,063)
PUBLIC WORKS				
BUILDING & SAFETY				
023200 BUILDING & SAFETY				
REVENUES				
4100 LICENSES & PERMITS	458,874	430,299	253,500	253,500
4600 CHARGES FOR CURRENT SERVICES	60,000	45,000	60,000	60,000
4900 OTHER REVENUE	152	162	150	150
TOTAL REVENUES	519,026	475,461	313,650	313,650
EXPENDITURES				
5000 SALARIES & BENEFITS	247,622	242,936	302,842	302,842
5100 SERVICES & SUPPLIES	10,789	16,832	25,884	25,884
5200 INTERNAL CHARGES	30,972	23,583	34,650	34,650
TOTAL EXPENDITURES	289,383	283,351	363,376	363,376
023200 NET COST	229,643	192,110	(49,726)	(49,726)
BUILDING & SAFETY NET COST	229,643	192,110	(49,726)	(49,726)
MAINTENANCE-BUILDINGS & GROUND				
011100 MAINTENANCE-BUILDING & GROUNDS				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	12	390	12	402
4600 CHARGES FOR CURRENT SERVICES	342,471	191,758	272,339	271,949
4800 OTHER FINANCING SOURCES	17,000		17,000	17,000
4900 OTHER REVENUE	128	76		
TOTAL REVENUES	359,611	192,224	289,351	289,351
EXPENDITURES				
5000 SALARIES & BENEFITS	646,615	572,754	762,453	762,453
5100 SERVICES & SUPPLIES	763,402	709,315	856,962	854,397
5200 INTERNAL CHARGES	100,825	76,602	99,697	102,262
5550 DEBT SERVICE PRINCIPAL	66,898	33,691	67,552	67,552
5560 DEBT SERVICE INTEREST	7,202	3,359	6,549	6,549
TOTAL EXPENDITURES	1,584,942	1,395,721	1,793,213	1,793,213
011100 NET COST	(1,225,331)	(1,203,497)	(1,503,862)	(1,503,862)
MAINTENANCE-BUILDINGS & GROUND NET COST	(1,225,331)	(1,203,497)	(1,503,862)	(1,503,862)

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
PUBLIC WORKS				
011500 PUBLIC WORKS				
REVENUES				
4350 REV USE OF MONEY & PROPERTY		65		65
4600 CHARGES FOR CURRENT SERVICES	197,413	139,440	264,750	264,685
4900 OTHER REVENUE	407			
TOTAL REVENUES	197,820	139,505	264,750	264,750
EXPENDITURES				
5000 SALARIES & BENEFITS	566,638	429,573	560,192	560,192
5100 SERVICES & SUPPLIES	6,618	3,915	9,766	9,646
5200 INTERNAL CHARGES	220,939	148,725	187,936	188,056
TOTAL EXPENDITURES	794,195	582,213	757,894	757,894
011500 NET COST	(596,375)	(442,708)	(493,144)	(493,144)
PUBLIC WORKS NET COST	(596,375)	(442,708)	(493,144)	(493,144)
PUBLIC WORKS NET COST	(1,592,063)	(1,454,095)	(2,046,732)	(2,046,732)

SHERIFF

ANIMAL CONTROL

023900 ANIMAL CONTROL - GENERAL

REVENUES				
4100 LICENSES & PERMITS	29,291	26,829	30,000	30,000
4200 FINES & FORFEITURES	6,820	3,980	6,000	6,000
4400 AID FROM OTHER GOVT AGENCIES	245,039	201,101	268,131	268,131
4600 CHARGES FOR CURRENT SERVICES	40	129	69	129
4900 OTHER REVENUE	521	21		21
TOTAL REVENUES	281,711	232,060	304,200	304,281
EXPENDITURES				
5000 SALARIES & BENEFITS	477,100	431,588	531,140	507,621
5100 SERVICES & SUPPLIES	73,229	66,260	83,493	83,293
5200 INTERNAL CHARGES	65,659	65,182	73,840	97,640
TOTAL EXPENDITURES	615,988	563,030	688,473	688,554
023900 NET COST	(334,277)	(330,970)	(384,273)	(384,273)
ANIMAL CONTROL NET COST	(334,277)	(330,970)	(384,273)	(384,273)

JAIL

022701 KITCHEN SERVICES

REVENUES

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 **RUN DATE:** 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
4900 OTHER REVENUE		237		237
TOTAL REVENUES		<u>237</u>		<u>237</u>
EXPENDITURES				
5000 SALARIES & BENEFITS	358,925	340,617	405,858	406,095
5100 SERVICES & SUPPLIES	475,057	340,777	403,060	403,060
5200 INTERNAL CHARGES	5,345	4,318	5,181	5,181
TOTAL EXPENDITURES	<u>839,327</u>	<u>685,712</u>	<u>814,099</u>	<u>814,336</u>
022701 NET COST	<u>(839,327)</u>	<u>(685,475)</u>	<u>(814,099)</u>	<u>(814,099)</u>
022900 JAIL - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	736,896	686,201	789,364	789,364
4600 CHARGES FOR CURRENT SERVICES	80,125	2,642	231,500	231,500
4800 OTHER FINANCING SOURCES	23,570		23,570	23,570
4900 OTHER REVENUE	2,000		2,000	2,000
TOTAL REVENUES	<u>842,591</u>	<u>688,843</u>	<u>1,046,434</u>	<u>1,046,434</u>
EXPENDITURES				
5000 SALARIES & BENEFITS	2,084,901	1,758,082	2,513,733	2,513,733
5100 SERVICES & SUPPLIES	127,405	177,457	233,462	232,674
5200 INTERNAL CHARGES	149,628	132,285	160,970	161,758
TOTAL EXPENDITURES	<u>2,361,934</u>	<u>2,067,824</u>	<u>2,908,165</u>	<u>2,908,165</u>
022900 NET COST	<u>(1,519,343)</u>	<u>(1,378,981)</u>	<u>(1,861,731)</u>	<u>(1,861,731)</u>
022910 JAIL - SAFETY PERSONNEL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	279,267	151,700	300,000	300,000
4600 CHARGES FOR CURRENT SERVICES	3,076	2,092	4,000	3,600
TOTAL REVENUES	<u>282,343</u>	<u>153,792</u>	<u>304,000</u>	<u>303,600</u>
EXPENDITURES				
5000 SALARIES & BENEFITS	1,888,910	1,734,802	1,835,236	2,071,879
5100 SERVICES & SUPPLIES		133	1,000	1,000
5200 INTERNAL CHARGES	60,315	48,073	57,688	57,688
TOTAL EXPENDITURES	<u>1,949,225</u>	<u>1,783,008</u>	<u>1,893,924</u>	<u>2,130,567</u>
022910 NET COST	<u>(1,666,882)</u>	<u>(1,629,216)</u>	<u>(1,589,924)</u>	<u>(1,826,967)</u>
022920 JAIL - STC				
REVENUES				

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
4400 AID FROM OTHER GOVT AGENCIES	13,020	14,114	16,560	12,000
TOTAL REVENUES	13,020	14,114	16,560	12,000
EXPENDITURES				
5100 SERVICES & SUPPLIES	38,292	7,572	28,556	23,996
TOTAL EXPENDITURES	38,292	7,572	28,556	23,996
022920 NET COST	(25,272)	6,542	(11,996)	(11,996)
022950 JAIL - CAD RMS PROJECT				
REVENUES				
4800 OTHER FINANCING SOURCES	23,143	23,606	34,960	34,960
TOTAL REVENUES	23,143	23,606	34,960	34,960
EXPENDITURES				
5100 SERVICES & SUPPLIES	23,143	34,956	34,960	34,960
TOTAL EXPENDITURES	23,143	34,956	34,960	34,960
022950 NET COST		(11,350)		
JAIL NET COST	(4,050,824)	(3,698,480)	(4,277,750)	(4,514,793)
SHERIFF				
022700 SHERIFF - GENERAL				
REVENUES				
4100 LICENSES & PERMITS	15,441	8,680	17,520	13,520
4200 FINES & FORFEITURES	823	5,545	1,000	6,314
4400 AID FROM OTHER GOVT AGENCIES	813,179	553,769	1,036,314	1,036,314
4600 CHARGES FOR CURRENT SERVICES	26,898	67,208	45,335	44,335
4800 OTHER FINANCING SOURCES	5,700		317,000	317,000
4900 OTHER REVENUE	873	5,794	5,974	6,174
TOTAL REVENUES	862,914	640,996	1,423,143	1,423,657
EXPENDITURES				
5000 SALARIES & BENEFITS	1,192,530	918,377	1,277,031	1,277,031
5100 SERVICES & SUPPLIES	455,208	457,609	634,991	634,705
5200 INTERNAL CHARGES	769,570	620,761	806,965	807,765
TOTAL EXPENDITURES	2,417,308	1,996,747	2,718,987	2,719,501
022700 NET COST	(1,554,394)	(1,355,751)	(1,295,844)	(1,295,844)
022706 JAIL SECURITY PROJECT				
REVENUES				

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
4800 OTHER FINANCING SOURCES	41,313		70,854	70,854
TOTAL REVENUES	41,313		70,854	70,854
EXPENDITURES				
5100 SERVICES & SUPPLIES	41,313	62,781	70,854	70,854
TOTAL EXPENDITURES	41,313	62,781	70,854	70,854
022706 NET COST		(62,781)		
022710 SHERIFF - SAFETY PERSONNEL REVENUES				
4600 CHARGES FOR CURRENT SERVICES	45,000	45,000	65,000	65,000
TOTAL REVENUES	45,000	45,000	65,000	65,000
EXPENDITURES				
5000 SALARIES & BENEFITS	4,637,136	3,970,427	5,055,460	4,818,417
5100 SERVICES & SUPPLIES		97	1,000	1,000
5200 INTERNAL CHARGES	205,885	177,610	213,132	213,132
TOTAL EXPENDITURES	4,843,021	4,148,134	5,269,592	5,032,549
022710 NET COST	(4,798,021)	(4,103,134)	(5,204,592)	(4,967,549)
056610 RAN REVENUES				
4200 FINES & FORFEITURES	29,993	21,975	45,129	45,129
TOTAL REVENUES	29,993	21,975	45,129	45,129
EXPENDITURES				
5100 SERVICES & SUPPLIES	29,993	33,689	57,577	57,577
TOTAL EXPENDITURES	29,993	33,689	57,577	57,577
056610 NET COST		(11,714)	(12,448)	(12,448)
SHERIFF NET COST	(6,352,415)	(5,533,380)	(6,512,884)	(6,275,841)
VETERANS SERVICE OFFICER				
056600 VETERANS SERVICE OFFICER REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	94,498	19,265	91,249	91,249
TOTAL REVENUES	94,498	19,265	91,249	91,249
EXPENDITURES				
5000 SALARIES & BENEFITS	93,725	83,072	126,494	126,494

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
5100 SERVICES & SUPPLIES	8,410	6,636	15,853	15,853
5200 INTERNAL CHARGES	3,548	9,340	11,602	11,602
5500 OTHER CHARGES	1,834	1,012	2,000	2,000
TOTAL EXPENDITURES	107,517	100,060	155,949	155,949
056600 NET COST	(13,019)	(80,795)	(64,700)	(64,700)
056605 DNA REVENUES				
4200 FINES & FORFEITURES			10,000	10,000
TOTAL REVENUES			10,000	10,000
EXPENDITURES				
5100 SERVICES & SUPPLIES			12,499	12,499
TOTAL EXPENDITURES			12,499	12,499
056605 NET COST			(2,499)	(2,499)
VETERANS SERVICE OFFICER NET COST	(13,019)	(80,795)	(67,199)	(67,199)
SHERIFF NET COST	(10,750,535)	(9,643,625)	(11,242,106)	(11,242,106)
TREASURER				
TREASURER/TAX COLLECTOR				
010500 TTC GENERAL REVENUES				
4600 CHARGES FOR CURRENT SERVICES	543,981	277,730	369,740	369,740
4900 OTHER REVENUE	6,655	4,514	5,175	5,175
TOTAL REVENUES	550,636	282,244	374,915	374,915
EXPENDITURES				
5000 SALARIES & BENEFITS	454,175	422,446	561,989	555,884
5100 SERVICES & SUPPLIES	81,149	80,300	96,380	102,485
5200 INTERNAL CHARGES	14,053	16,929	28,941	28,941
TOTAL EXPENDITURES	549,377	519,675	687,310	687,310
010500 NET COST	1,259	(237,431)	(312,395)	(312,395)
TREASURER/TAX COLLECTOR NET COST	1,259	(237,431)	(312,395)	(312,395)
TREASURER NET COST	1,259	(237,431)	(312,395)	(312,395)

TRIAL COURT

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 **RUN DATE:** 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
GRAND JURY				
022000 GRAND JURY				
EXPENDITURES				
5000 SALARIES & BENEFITS	94	294	1,365	1,365
5100 SERVICES & SUPPLIES	19,842	10,898	21,995	21,995
5200 INTERNAL CHARGES	677	206	1,000	1,000
TOTAL EXPENDITURES	20,613	11,398	24,360	24,360
022000 NET COST	(20,613)	(11,398)	(24,360)	(24,360)
GRAND JURY NET COST	(20,613)	(11,398)	(24,360)	(24,360)
TRIAL COURT NET COST	(20,613)	(11,398)	(24,360)	(24,360)
TOTAL NET COST				
	1,107,954	(4,678,092)	(6,381,757)	(6,381,757)

County of Inyo

BUD023 - Income Statement - Non General Fund
3rd Quarter FY 2019-20

Run Date: 04/29/2020

	% of Budget	3rd Quarter Budget	Actual as of 3/31/20	% of Actual to Budget	YTD as of 3/31/19
REVENUES BY TYPE					
TAXES - PROPERTY	0.1%	66,440	47,937	72.1%	44,536
TAXES - SALES	2.6%	1,511,620	945,777	62.5%	1,184,952
LICENSES & PERMITS	0.8%	460,000	237,653	51.6%	242,324
FINES & FORFEITURES	0.0%	7,000	3,817	54.5%	7,071
RENTS & LEASES	0.3%	219,343	170,821	77.8%	373,267
REV USE OF MONEY & PROPERTY	0.5%	305,730	163,127	53.3%	206,215
AID FROM OTHER GOVT AGENCIES	61.2%	34,892,036	13,331,512	38.2%	10,911,334
CHARGES FOR CURRENT SERVICES	14.8%	8,472,524	5,728,033	67.6%	5,341,800
OTHER FINANCING SOURCES	18.3%	10,467,513	497,123	4.7%	1,085,258
OTHER REVENUE	1.0%	593,199	574,334	96.8%	108,239
Total Revenues by Type	100.0%	56,995,405	21,700,140	38.0%	19,505,001
EXPENDITURES BY OBJECT CATEGORY					
SALARIES & BENEFITS	21.0%	12,495,820	8,243,184	65.9%	7,280,387
SERVICES & SUPPLIES	26.5%	15,820,555	8,698,637	54.9%	7,002,410
INTERNAL CHARGES	6.3%	3,788,520	1,884,879	49.7%	1,304,351
OTHER CHARGES	0.9%	569,130	354,631	62.3%	139,153
DEBT SERVICE PRINCIPAL	0.7%	419,483	188,329	44.8%	117,000
DEBT SERVICE INTEREST	0.3%	212,079	149,823	70.6%	146,520
FIXED ASSETS	38.3%	22,804,570	5,297,620	23.2%	1,124,300
OTHER FINANCING USES	5.7%	3,398,969	2,106,935	61.9%	2,209,699
RESERVES	0.0%	5,000			
Total Expenditures	100.0%	59,514,126	26,924,039	45.2%	19,323,822
Change in Fund Balance		(2,518,721)	(5,223,899)	207.4%	181,178

BUD023 - Income Statement - Non General Fund
3rd Quarter FY 2019-20

Run Date: 04/29/2020

	% of Budget	3rd Quarter Budget	Actual as of 3/31/20	% of Actual to Budget	YTD as of 3/31/19
EXPENDITURES BY DEPARTMENT					
AGRICULTURAL COMMISSIONER					
CANNABIS REGULATION-GENERAL OP	0.2%	134,141	37,782	28.1%	4,688
ES WEED MANAGEMENT GRANT	0.4%	265,783	172,096	64.7%	165,418
INYO MOSQUITO ABATEMENT	1.0%	610,983	405,813	66.4%	322,921
AUDITOR - CONTROLLER					
AC-CALPERS REFUNDING SF	0.6%	361,295	271,878	75.2%	263,520
AUDITOR CONTROLLER - GEN RESV					
AUDITOR CONTROLLER GEOTHERMAL	0.6%	371,764			
AUDITOR-CONTROLLER - ECON STAB					
IFAS UPGRADE	0.0%	54,029	29,028	53.7%	66,589
PILT TRUST	3.2%	1,921,831	1,921,831	100.0%	1,879,508
CAO AUDITOR CONTROLLER					
PHONE SYSTEM REPLACEMENT	0.3%	199,086	199,086	100.0%	
CAO MP, SOLID WASTE & PARKS					
MOTOR POOL OPERATING	3.6%	2,167,752	1,462,336	67.4%	1,266,218
MOTOR POOL REPLACEMENT	0.8%	485,508	185,104	38.1%	325,687
PARKS REHAB & DEVELOPMENT TRST					
RECYCLING & WASTE MGMT	7.9%	4,728,067	2,628,054	55.5%	2,109,007
TECOPA LAGOON PHASE 2	0.4%	274,000	15,724	5.7%	
CHILD SUPPORT SERVICES					
CHILD SUPPORT SERVICES	2.2%	1,323,494	810,264	61.2%	716,417
COUNTY ADMINISTRATIVE OFFICER					
ABATEMENT					
CAO - ACO	2.1%	1,294,683	327,153	25.2%	31,744
CAO-COVID19	0.1%	100,000			
CAO-GENERAL RELIEF FUND	0.5%	317,297	1,349	0.4%	
CDFW-OIL SPILL PREV RESP GRANT	0.0%	35,000	35,000	100.0%	
COMPUTER UPGRADE	1.4%	881,828	116,549	13.2%	47,671
CONSOLIDATED OFFICE BUILDING					
DWR-STATEWIDE FLOOD ER GRANT	0.0%	30,954	27,136	87.6%	
EMERGENCY PREPAREDNESS 19-20	0.2%	128,748	45,707	35.5%	
FISH & GAME	0.0%	7,700	1,938	25.1%	1,956
GENERAL FUND BALANCE STAB TRUST					
HOMELAND SECURITY 17-18	0.0%	21,186	21,185	100.0%	20,052
HOMELAND SECURITY 18-19	0.1%	93,429	12,500	13.3%	
HOMELAND SECURITY 19-20	0.1%	94,114	59,907	63.6%	
NATURAL RESOURCE DEVELOPMENT	0.2%	159,139	38,639	24.2%	3,120
PROPERTY TAX UPGRADE	0.2%	167,252	106,051	63.4%	42,373
PURCHASING REVOLVING	0.2%	177,140	85,235	48.1%	87,866
COUNTY CLERK					
RECORDERS MICROGRAPHIC/SYSTEM	0.2%	120,253	27,350	22.7%	20,736
DISTRICT ATTORNEY					
OES-VWAC 18-19	0.1%	83,572	64,574	77.2%	72,734
OES-VWAC 19-20	0.3%	207,736	123,254	59.3%	
FARM ADVISOR					
LEASE RENTAL	0.0%	6,000			
RANGE IMPROVEMENT	0.0%	6,000			

BUD023 - Income Statement - Non General Fund
3rd Quarter FY 2019-20

Run Date: 04/29/2020

	% of Budget	3rd Quarter Budget	Actual as of 3/31/20	% of Actual to Budget	YTD as of 3/31/19
HEALTH & HUMAN SERVICES					
CARES GRANT 19-20	0.1%	60,825	43,424	71.3%	
CARES GRANT 20-21	0.0%	19,530			
CBCAP	0.0%	27,806	21,426	77.0%	21,490
DRINKING DRIVER PROGRAM	0.2%	149,183	97,396	65.2%	104,750
ESAAA	2.4%	1,430,868	940,876	65.7%	576,349
FIRST FIVE COMMISSION	0.8%	479,585	243,596	50.7%	219,285
FIRST PROGRAM	0.9%	575,234	414,094	71.9%	342,248
MATERNAL CHILD HEALTH 19-20	0.3%	199,105	117,791	59.1%	
SUBSTANCE USE DISORDERS	1.5%	896,326	406,081	45.3%	431,665
TOBACCO TAX GRANT 17-20	0.6%	405,838	202,358	49.8%	137,602
WOMEN INFANTS & CHILDREN 18-19	0.1%	99,817	67,215	67.3%	138,498
WOMEN INFANTS & CHILDREN 19-20	0.4%	278,619	168,077	60.3%	
WORK INVESTMENT ACT 19-20	0.1%	100,140	54,813	54.7%	
PERSONNEL					
COUNTY LIABILITY TRUST	1.8%	1,075,056	770,098	71.6%	524,503
MEDICAL MALPRACTICE TRUST	0.1%	93,961	73,744	78.4%	60,316
WORKERS COMPENSATION TRUST	1.6%	962,718	900,092	93.4%	949,252
PLANNING					
YUCCA MOUNTAIN OVERSIGHT	0.4%	271,483	153,991	56.7%	9,546
PROBATION					
CRIMINAL JUSTICE-REALIGNMENT	1.2%	766,899	137,297	17.9%	113,207
PUBLIC WORKS					
BIG PINE LIGHTING	0.0%	26,796	10,633	39.6%	6,700
BISHOP AIR REHAB RUNWAY 12-30	13.8%	8,227,168	267,168	3.2%	
BISHOP AIR TAXIWAY REHAB	9.7%	5,808,950	4,644	0.0%	125,851
BISHOP AIRPORT	2.3%	1,413,741	851,587	60.2%	1,161,184
BISHOP AIRPORT - SPECIAL	0.0%	34,000	5,298	15.5%	3,245
COUNTY SERVICE AREA #2	0.1%	111,800	18,296	16.3%	41,092
INDEPENDENCE AIRPORT	0.0%	28,851	22,462	77.8%	15,499
INDEPENDENCE AIRPORT - SPECIAL	0.0%	10,250	6,336	61.8%	5,574
INDEPENDENCE LIGHTING	0.0%	49,613	13,754	27.7%	7,394
INDY H2O UPGRADE					
LONE PINE LIGHTING	0.1%	66,919	14,368	21.4%	10,573
LONE PINE/DEATH VALLEY AIR-SP	0.0%	10,250	7,307	71.2%	6,837
LONE PINE/DEATH VALLEY AIRPORT	0.1%	113,273	52,127	46.0%	68,413
LP/DV AIRPORT PAVEMENT	3.5%	2,138,531	2,027,772	94.8%	69,373
PUBLIC WORKS - DEFERRED MAINT ROAD	2.0%	1,216,345	475,622	39.1%	189,782
ROAD	17.5%	10,459,224	6,222,790	59.4%	3,958,081
ROAD PROJECTS - STATE FUNDED	2.4%	1,438,553	464,709	32.3%	215,448
SHOSHONE AIRPORT - SPECIAL	0.0%	10,010	4,333	43.2%	7,940
TRANSPORTATION & PLANNING TRST	1.1%	690,089	526,232	76.2%	273,670
WATER SYSTEM - INDEPENDENCE					142,626
WATER SYSTEM - LAWS					9,748
WATER SYSTEM - LONE PINE			(121)		161,278
WATER SYSTEMS	0.9%	537,828	373,403	69.4%	
SHERIFF					
CALMET TASK FORCE	0.2%	145,949	107,639	73.7%	92,507
ILLEGAL CANNABIS SUPPRESSION	0.0%	14,000	258	1.8%	5,767

County of Inyo

BUD023 - Income Statement - Non General Fund
3rd Quarter FY 2019-20

Run Date: 04/29/2020

	% of Budget	3rd Quarter Budget	Actual as of 3/31/20	% of Actual to Budget	YTD as of 3/31/19
OFF HWY VEHICLE GRANT 19-20	0.1%	63,207	41,413	65.5%	
WATER					
BIG PINE RECYCLE WATER PRJ	0.1%	77,381	17,322	22.3%	53,910
CEQA STUDY	0.0%	18,872	18,855	99.9%	323,221
OWENS RIVER WATER TRAIL GRANT					
SALT CEDAR PROJECT	0.1%	62,116	50,431	81.1%	34,929
WATER DEPARTMENT	3.3%	2,017,653	1,274,478	63.1%	1,256,222
	100.0%	59,514,126	26,924,039	45.2%	19,323,822

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
AGRICULTURAL COMMISSIONER				
AG COMM/SEALER				
023301 CANNABIS REGULATION-GENERAL OP				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	17,527	85,998	185,988	134,142
TOTAL REVENUES	17,527	85,998	185,988	134,142
EXPENDITURES				
5000 SALARIES & BENEFITS	13,319	83,447	144,637	104,951
5100 SERVICES & SUPPLIES	6,691	15,131	18,041	26,071
5200 INTERNAL CHARGES	985	1,983	23,310	3,119
TOTAL EXPENDITURES	20,995	100,561	185,988	134,141
023301 NET COST	(3,468)	(14,563)		1
621300 ES WEED MANAGEMENT GRANT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	(517)	(735)		
4400 AID FROM OTHER GOVT AGENCIES	183,723	112,493	371,553	239,870
4600 CHARGES FOR CURRENT SERVICES	1,043	1,035	5,000	25,913
4800 OTHER FINANCING SOURCES	4,164			
TOTAL REVENUES	188,413	112,793	376,553	265,783
EXPENDITURES				
5000 SALARIES & BENEFITS	163,811	145,768	241,998	196,866
5100 SERVICES & SUPPLIES	13,661	11,128	33,423	20,079
5200 INTERNAL CHARGES	27,986	30,198	50,579	38,639
5600 FIXED ASSETS			9,250	10,199
TOTAL EXPENDITURES	205,458	187,094	335,250	265,783
621300 NET COST	(17,045)	(74,301)	41,303	
AG COMM/SEALER NET COST	(20,513)	(88,864)	41,303	1
MOSQUITO CONTROL				
154101 INYO MOSQUITO ABATEMENT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	1,065	245	400	400
4400 AID FROM OTHER GOVT AGENCIES	23,298	49,858	114,534	114,534
4600 CHARGES FOR CURRENT SERVICES	473,279	267,861	490,000	490,000
TOTAL REVENUES	497,642	317,964	604,934	604,934
EXPENDITURES				
5000 SALARIES & BENEFITS	307,869	288,789	401,265	408,935

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 **RUN DATE:** 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
5100 SERVICES & SUPPLIES	64,288	63,517	86,045	71,015
5200 INTERNAL CHARGES	70,428	104,761	131,397	131,033
5800 OTHER FINANCING USES	4,164			
TOTAL EXPENDITURES	446,749	457,067	618,707	610,983
154101 NET COST	50,893	(139,103)	(13,773)	(6,049)
MOSQUITO CONTROL NET COST	50,893	(139,103)	(13,773)	(6,049)
AGRICULTURAL COMMISSIONER NET COST	30,380	(227,967)	27,530	(6,048)

AUDITOR - CONTROLLER

AUDITOR-CONTROLLER

010404 AC-CALPERS REFUNDING SF

REVENUES

4350 REV USE OF MONEY & PROPERTY	502			
4600 CHARGES FOR CURRENT SERVICES	350,288	270,971	361,295	361,295
TOTAL REVENUES	350,790	270,971	361,295	361,295

EXPENDITURES

5550 DEBT SERVICE PRINCIPAL	156,000	132,000	176,000	176,000
5560 DEBT SERVICE INTEREST	194,288	139,879	185,295	185,295
TOTAL EXPENDITURES	350,288	271,879	361,295	361,295

010404 NET COST 502 (908)

010405 AUDITOR CONTROLLER - GEN RESV

REVENUES

4350 REV USE OF MONEY & PROPERTY	55,430	53,138	35,000	35,000
4800 OTHER FINANCING SOURCES	421,968			
TOTAL REVENUES	477,398	53,138	35,000	35,000

010405 NET COST 477,398 53,138 35,000 35,000

010406 AUDITOR CONTROLLER GEOTHERMAL

REVENUES

4300 RENTS & LEASES	238,122	14,500		
TOTAL REVENUES	238,122	14,500		

EXPENDITURES

5800 OTHER FINANCING USES	3,650		371,764	371,764
TOTAL EXPENDITURES	3,650		371,764	371,764

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
010406 NET COST	234,472	14,500	(371,764)	(371,764)
010407 AUDITOR-CONTROLLER - ECON STAB				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	54,840	55,297	35,000	35,000
4800 OTHER FINANCING SOURCES	600,000			
TOTAL REVENUES	654,840	55,297	35,000	35,000
EXPENDITURES				
TOTAL EXPENDITURES				
010407 NET COST	654,840	55,297	35,000	35,000
500458 PILT TRUST				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	1,921,831			
TOTAL REVENUES	1,921,831			
EXPENDITURES				
5800 OTHER FINANCING USES	1,879,508	1,921,831	1,921,831	1,921,831
TOTAL EXPENDITURES	1,879,508	1,921,831	1,921,831	1,921,831
500458 NET COST	42,323	(1,921,831)	(1,921,831)	(1,921,831)
AUDITOR-CONTROLLER NET COST	1,409,535	(1,799,804)	(2,223,595)	(2,223,595)
INFORMATION SERVICES				
011806 IFAS UPGRADE				
EXPENDITURES				
5100 SERVICES & SUPPLIES	1,906		25,000	25,000
5600 FIXED ASSETS	67,483	29,029	29,029	29,029
TOTAL EXPENDITURES	69,389	29,029	54,029	54,029
011806 NET COST	(69,389)	(29,029)	(54,029)	(54,029)
INFORMATION SERVICES NET COST	(69,389)	(29,029)	(54,029)	(54,029)
AUDITOR - CONTROLLER NET COST	1,340,146	(1,828,833)	(2,277,624)	(2,277,624)
CAO AUDITOR CONTROLLER				
INFORMATION SERVICES				
011807 PHONE SYSTEM REPLACEMENT				

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
EXPENDITURES				
5600 FIXED ASSETS	66,000	199,086	199,086	199,086
TOTAL EXPENDITURES	66,000	199,086	199,086	199,086
011807 NET COST	(66,000)	(199,086)	(199,086)	(199,086)
INFORMATION SERVICES NET COST	(66,000)	(199,086)	(199,086)	(199,086)
CAO AUDITOR CONTROLLER NET COST	(66,000)	(199,086)	(199,086)	(199,086)

COUNTY ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER

011804 PROPERTY TAX UPGRADE				
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
5100 SERVICES & SUPPLIES	33,948	106,052	167,252	167,252
5600 FIXED ASSETS	18,523			
TOTAL EXPENDITURES	52,471	106,052	167,252	167,252
011804 NET COST	(52,471)	(106,052)	(167,252)	(167,252)
AUDITOR-CONTROLLER NET COST	(52,471)	(106,052)	(167,252)	(167,252)

COUNTY ADMINISTRATIVE OFFICER

010201 CAO - ACO

REVENUES				
4600 CHARGES FOR CURRENT SERVICES	51,351		51,351	51,351
4800 OTHER FINANCING SOURCES			899,280	899,280
TOTAL REVENUES	51,351		950,631	950,631
EXPENDITURES				
5100 SERVICES & SUPPLIES	41,454	319,247	689,127	689,127
5600 FIXED ASSETS		7,906	300,000	300,000
5800 OTHER FINANCING USES	2,500,000		305,556	305,556
TOTAL EXPENDITURES	2,541,454	327,153	1,294,683	1,294,683
010201 NET COST	(2,490,103)	(327,153)	(344,052)	(344,052)
010204 NATURAL RESOURCE DEVELOPMENT				
REVENUES				

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
TOTAL REVENUES				
EXPENDITURES				
5100 SERVICES & SUPPLIES	3,120	38,639	159,139	159,139
TOTAL EXPENDITURES	3,120	38,639	159,139	159,139
010204 NET COST	(3,120)	(38,639)	(159,139)	(159,139)
010403 ABATEMENT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	(1)	(2)		
4600 CHARGES FOR CURRENT SERVICES		2,000		
TOTAL REVENUES	(1)	1,998		
EXPENDITURES				
5100 SERVICES & SUPPLIES	770			
TOTAL EXPENDITURES	770			
010403 NET COST	(771)	1,998		
011809 CONSOLIDATED OFFICE BUILDING				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES		7,321		
4800 OTHER FINANCING SOURCES	3,079,859		5,550,000	5,550,000
TOTAL REVENUES	3,079,859	7,321	5,550,000	5,550,000
011809 NET COST	3,079,859	7,321	5,550,000	5,550,000
024200 FISH & GAME				
REVENUES				
4200 FINES & FORFEITURES	11,385	3,817	7,000	7,000
TOTAL REVENUES	11,385	3,817	7,000	7,000
EXPENDITURES				
5100 SERVICES & SUPPLIES	5,049	1,939	7,700	7,700
TOTAL EXPENDITURES	5,049	1,939	7,700	7,700
024200 NET COST	6,336	1,878	(700)	(700)
501501 GENRAL FUND BALANCE STAB TRUST				
REVENUES				
4800 OTHER FINANCING SOURCES			817,030	817,030

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
TOTAL REVENUES			817,030	817,030
501501 NET COST			817,030	817,030
COUNTY ADMINISTRATIVE OFFICER NET COST	592,201	(354,595)	5,863,139	5,863,139
INFORMATION SERVICES				
011808 COMPUTER UPGRADE				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	291,595	265,436	352,743	352,743
TOTAL REVENUES	291,595	265,436	352,743	352,743
EXPENDITURES				
5100 SERVICES & SUPPLIES	170,121	116,550	368,301	368,301
5600 FIXED ASSETS			513,527	513,527
TOTAL EXPENDITURES	170,121	116,550	881,828	881,828
011808 NET COST	121,474	148,886	(529,085)	(529,085)
INFORMATION SERVICES NET COST	121,474	148,886	(529,085)	(529,085)
OFFICE OF DISASTER SERVICES				
010205 CAO-GENERAL RELIEF FUND				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	96,647	154,797	154,797	154,797
TOTAL REVENUES	96,647	154,797	154,797	154,797
EXPENDITURES				
5100 SERVICES & SUPPLIES		1,350	77,297	77,297
5600 FIXED ASSETS			140,000	140,000
5800 OTHER FINANCING USES			100,000	100,000
TOTAL EXPENDITURES		1,350	317,297	317,297
010205 NET COST	96,647	153,447	(162,500)	(162,500)
010208 CAO-COVID19				
REVENUES				
4800 OTHER FINANCING SOURCES			100,000	100,000
TOTAL REVENUES			100,000	100,000
EXPENDITURES				
5100 SERVICES & SUPPLIES		30,253	100,000	100,000

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
TOTAL EXPENDITURES		30,253	100,000	100,000
010208 NET COST		(30,253)		
610389 DWR-STATEWIDE FLOOD ER GRANT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		8,141	30,954	30,954
TOTAL REVENUES		8,141	30,954	30,954
EXPENDITURES				
5100 SERVICES & SUPPLIES	8,615		3,800	3,818
5200 INTERNAL CHARGES	431			
5600 FIXED ASSETS		27,137	27,154	27,136
TOTAL EXPENDITURES	9,046	27,137	30,954	30,954
610389 NET COST	(9,046)	(18,996)		
623120 CDFW-OIL SPILL PREV RESP GRANT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			35,000	35,000
TOTAL REVENUES			35,000	35,000
EXPENDITURES				
5600 FIXED ASSETS		35,000	35,000	35,000
TOTAL EXPENDITURES		35,000	35,000	35,000
623120 NET COST		(35,000)		
623717 HOMELAND SECURITY 17-18				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	21,055	57,456	21,186	21,186
TOTAL REVENUES	21,055	57,456	21,186	21,186
EXPENDITURES				
5100 SERVICES & SUPPLIES	20,052	21,185	21,186	21,186
5200 INTERNAL CHARGES	3,449			
5600 FIXED ASSETS	48,917			
TOTAL EXPENDITURES	72,418	21,185	21,186	21,186
623717 NET COST	(51,363)	36,271		
623718 HOMELAND SECURITY 18-19				

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	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		12,500	93,429	93,429
TOTAL REVENUES		12,500	93,429	93,429
EXPENDITURES				
5100 SERVICES & SUPPLIES		12,500	93,429	93,429
TOTAL EXPENDITURES		12,500	93,429	93,429
623718 NET COST				
 623719 HOMELAND SECURITY 19-20				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			94,114	94,114
TOTAL REVENUES			94,114	94,114
EXPENDITURES				
5100 SERVICES & SUPPLIES		59,907	94,114	94,114
TOTAL EXPENDITURES		59,907	94,114	94,114
623719 NET COST				
			(59,907)	
 623819 EMERGENCY PREPAREDNESS 19-20				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		29,287	128,748	128,748
TOTAL REVENUES		29,287	128,748	128,748
EXPENDITURES				
5000 SALARIES & BENEFITS		46,622	56,651	61,357
5100 SERVICES & SUPPLIES			61,220	56,514
5200 INTERNAL CHARGES		3,897	10,877	10,877
TOTAL EXPENDITURES		50,519	128,748	128,748
623819 NET COST				
			(21,232)	
OFFICE OF DISASTER SERVICES NET COST				
	36,238	24,330	(162,500)	(162,500)
 PURCHASING				
200300 PURCHASING REVOLVING				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	137,933	81,635	175,000	175,000
4900 OTHER REVENUE	3,116			
TOTAL REVENUES	141,049	81,635	175,000	175,000

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EXPENDITURES				
5100 SERVICES & SUPPLIES	137,992	98,214	177,140	177,140
TOTAL EXPENDITURES	137,992	98,214	177,140	177,140
200300 NET COST	3,057	(16,579)	(2,140)	(2,140)
PURCHASING NET COST	3,057	(16,579)	(2,140)	(2,140)
COUNTY ADMINISTRATIVE OFFICER NET COST	700,499	(304,010)	5,002,162	5,002,162

CAO MP, SOLID WASTE & PARKS

MOTOR POOL

200100 MOTOR POOL OPERATING

REVENUES

4350 REV USE OF MONEY & PROPERTY	27,973	3,164	5,000	5,000
4600 CHARGES FOR CURRENT SERVICES	1,140,693	850,658	1,200,000	1,200,000
4800 OTHER FINANCING SOURCES	325,687	236,470	485,508	485,508
4900 OTHER REVENUE	8,961	1,450	12,000	12,000
TOTAL REVENUES	1,503,314	1,091,742	1,702,508	1,702,508

EXPENDITURES

5000 SALARIES & BENEFITS	211,957	155,746	189,114	189,114
5100 SERVICES & SUPPLIES	766,728	986,335	1,341,279	1,341,279
5200 INTERNAL CHARGES	67,802	42,549	52,892	52,892
5600 FIXED ASSETS		329,630	584,467	584,467
TOTAL EXPENDITURES	1,046,487	1,514,260	2,167,752	2,167,752

200100 NET COST 456,827 (422,518) (465,244) (465,244)

200200 MOTOR POOL REPLACEMENT

REVENUES

4350 REV USE OF MONEY & PROPERTY	19,556	18,215	12,000	12,000
4600 CHARGES FOR CURRENT SERVICES	401,065	343,204	396,000	424,729
TOTAL REVENUES	420,621	361,419	408,000	436,729

EXPENDITURES

5800 OTHER FINANCING USES	325,687	236,470	485,508	485,508
TOTAL EXPENDITURES	325,687	236,470	485,508	485,508

200200 NET COST 94,934 124,949 (77,508) (48,779)

MOTOR POOL NET COST 551,761 (297,569) (542,752) (514,023)

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N/A				
506907 PARKS REHAB & DEVELOPMENT TRST				
REVENUES				
4800 OTHER FINANCING SOURCES			250,000	250,000
TOTAL REVENUES			250,000	250,000
506907 NET COST			250,000	250,000
N/A NET COST			250,000	250,000
SOLID WASTE DISPOSAL				
045700 RECYCLING & WASTE MGMT				
REVENUES				
4060 TAXES - SALES	1,620,220	896,820	1,425,000	1,425,000
4100 LICENSES & PERMITS	456,682	314,484	450,000	450,000
4350 REV USE OF MONEY & PROPERTY	39,104	40,572	29,380	29,380
4400 AID FROM OTHER GOVT AGENCIES	19,598	15,722	16,000	16,000
4600 CHARGES FOR CURRENT SERVICES	1,510,911	1,160,398	1,422,071	1,422,071
4900 OTHER REVENUE	470	540,733	542,099	542,099
TOTAL REVENUES	3,646,985	2,968,729	3,884,550	3,884,550
EXPENDITURES				
5000 SALARIES & BENEFITS	1,139,851	1,000,563	1,270,206	1,270,206
5100 SERVICES & SUPPLIES	1,364,351	1,010,605	1,616,517	1,641,517
5200 INTERNAL CHARGES	170,272	112,387	340,967	340,967
5550 DEBT SERVICE PRINCIPAL	133,761	45,362	228,797	228,797
5560 DEBT SERVICE INTEREST	12,470	8,140	24,440	24,440
5600 FIXED ASSETS	178,670	612,220	1,247,140	1,222,140
TOTAL EXPENDITURES	2,999,375	2,789,277	4,728,067	4,728,067
045700 NET COST	647,610	179,452	(843,517)	(843,517)
643111 TECOPA LAGOON PHASE 2				
EXPENDITURES				
5100 SERVICES & SUPPLIES		608	24,000	24,000
5600 FIXED ASSETS		15,116	250,000	250,000
TOTAL EXPENDITURES		15,724	274,000	274,000
643111 NET COST		(15,724)	(274,000)	(274,000)
SOLID WASTE DISPOSAL NET COST	647,610	163,728	(1,117,517)	(1,117,517)

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CAO MP, SOLID WASTE & PARKS NET COST	1,199,371	(133,841)	(1,410,269)	(1,381,540)
CHILD SUPPORT SERVICES				
CHILD SUPPORT				
022501 CHILD SUPPORT SERVICES				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	3,429	1,751	1,207	1,207
4400 AID FROM OTHER GOVT AGENCIES	984,140	878,935	1,367,389	1,316,055
TOTAL REVENUES	987,569	880,686	1,368,596	1,317,262
EXPENDITURES				
5000 SALARIES & BENEFITS	803,508	696,160	1,103,623	1,052,289
5100 SERVICES & SUPPLIES	104,445	82,556	143,117	143,117
5200 INTERNAL CHARGES	77,228	92,893	128,088	128,088
TOTAL EXPENDITURES	985,181	871,609	1,374,828	1,323,494
022501 NET COST	2,388	9,077	(6,232)	(6,232)
CHILD SUPPORT NET COST	2,388	9,077	(6,232)	(6,232)
CHILD SUPPORT SERVICES NET COST	2,388	9,077	(6,232)	(6,232)
COUNTY CLERK				
RECORDER				
023401 RECORDERS MICROGRAPHIC/SYSTEM				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	2,503	2,098	800	800
4600 CHARGES FOR CURRENT SERVICES	28,325	22,224	23,000	23,000
4800 OTHER FINANCING SOURCES	1,546		1,000	1,000
TOTAL REVENUES	32,374	24,322	24,800	24,800
EXPENDITURES				
5000 SALARIES & BENEFITS	3,919	2,924	4,035	4,035
5100 SERVICES & SUPPLIES	19,687	21,307	111,434	111,434
5200 INTERNAL CHARGES	713	3,989	4,784	4,784
TOTAL EXPENDITURES	24,319	28,220	120,253	120,253
023401 NET COST	8,055	(3,898)	(95,453)	(95,453)
RECORDER NET COST	8,055	(3,898)	(95,453)	(95,453)
COUNTY CLERK NET COST	8,055	(3,898)	(95,453)	(95,453)

DISTRICT ATTORNEY

COUNTY OF INYO

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	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
DISTRICT ATTORNEY				
620418 OES-VWAC 18-19				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	72,734	114,527	83,572	83,572
TOTAL REVENUES	72,734	114,527	83,572	83,572
EXPENDITURES				
5000 SALARIES & BENEFITS	95,051	51,225	51,225	51,225
5100 SERVICES & SUPPLIES	18,467	8,149	27,054	27,054
5200 INTERNAL CHARGES	9,157	5,202	5,293	5,293
TOTAL EXPENDITURES	122,675	64,576	83,572	83,572
620418 NET COST	(49,941)	49,951		
620419 OES-VWAC 19-20				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		56,896	207,736	207,736
TOTAL REVENUES		56,896	207,736	207,736
EXPENDITURES				
5000 SALARIES & BENEFITS		110,766	149,179	149,179
5100 SERVICES & SUPPLIES		17,216	40,596	40,558
5200 INTERNAL CHARGES		11,219	17,961	17,999
TOTAL EXPENDITURES		139,201	207,736	207,736
620419 NET COST		(82,305)		
DISTRICT ATTORNEY NET COST	(49,941)	(32,354)		
DISTRICT ATTORNEY NET COST	(49,941)	(32,354)		
FARM ADVISOR				
FARM ADVISOR				
024300 RANGE IMPROVEMENT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	355	803		
TOTAL REVENUES	355	803		
EXPENDITURES				
5100 SERVICES & SUPPLIES			6,000	6,000
TOTAL EXPENDITURES			6,000	6,000

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024300 NET COST	355	803	(6,000)	(6,000)
024400 LEASE RENTAL REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	84	2,473		
TOTAL REVENUES	84	2,473		
EXPENDITURES				
5100 SERVICES & SUPPLIES			6,000	6,000
TOTAL EXPENDITURES			6,000	6,000
024400 NET COST	84	2,473	(6,000)	(6,000)
FARM ADVISOR NET COST	439	3,276	(12,000)	(12,000)
FARM ADVISOR NET COST	439	3,276	(12,000)	(12,000)

HEALTH & HUMAN SERVICES

ESAAA

683000 ESAAA REVENUES				
4060 TAXES - SALES	41,199	26,205	41,999	41,999
4300 RENTS & LEASES	99	179	200	200
4350 REV USE OF MONEY & PROPERTY	733	(2,652)	65	1,409
4400 AID FROM OTHER GOVT AGENCIES	751,745	672,519	1,163,367	1,193,202
4600 CHARGES FOR CURRENT SERVICES	30,362	12,715	40,000	40,000
4800 OTHER FINANCING SOURCES	55,500		150,289	148,945
4900 OTHER REVENUE			5,000	5,000
TOTAL REVENUES	879,638	708,966	1,400,920	1,430,755
EXPENDITURES				
5000 SALARIES & BENEFITS	566,032	500,903	630,839	630,839
5100 SERVICES & SUPPLIES	245,541	233,170	412,870	401,833
5200 INTERNAL CHARGES	55,343	199,558	217,153	253,166
5500 OTHER CHARGES	94,825	78,737	139,945	144,917
5800 OTHER FINANCING USES	113		113	113
TOTAL EXPENDITURES	961,854	1,012,368	1,400,920	1,430,868
683000 NET COST	(82,216)	(303,402)		(113)
ESAAA NET COST	(82,216)	(303,402)		(113)

HEALTH

COUNTY OF INYO

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	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
641219 CARES GRANT 19-20				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	18,220	6,821	60,825	55,987
4800 OTHER FINANCING SOURCES		4,838		4,838
TOTAL REVENUES	18,220	11,659	60,825	60,825
EXPENDITURES				
5000 SALARIES & BENEFITS	5,194	29,493	28,937	28,937
5100 SERVICES & SUPPLIES	93	300	4,202	4,202
5200 INTERNAL CHARGES	1,620	6,296	6,998	6,998
5500 OTHER CHARGES	550	3,533	20,688	20,688
TOTAL EXPENDITURES	7,457	39,622	60,825	60,825
641219 NET COST	10,763	(27,963)		
 641220 CARES GRANT 20-21				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			19,530	19,530
TOTAL REVENUES			19,530	19,530
EXPENDITURES				
5000 SALARIES & BENEFITS		420	9,655	9,655
5100 SERVICES & SUPPLIES			3,871	3,871
5200 INTERNAL CHARGES		720	2,913	2,913
5500 OTHER CHARGES			3,091	3,091
TOTAL EXPENDITURES		1,140	19,530	19,530
641220 NET COST		(1,140)		
 641619 MATERNAL CHILD HEALTH 19-20				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		143,599	199,105	199,105
4800 OTHER FINANCING SOURCES		10,021		
TOTAL REVENUES		153,620	199,105	199,105
EXPENDITURES				
5000 SALARIES & BENEFITS	516	91,610	160,049	160,049
5100 SERVICES & SUPPLIES		8,978	16,741	16,957
5200 INTERNAL CHARGES		15,501	22,315	22,099
TOTAL EXPENDITURES	516	116,089	199,105	199,105
641619 NET COST	(516)	37,531		

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641918 WOMEN INFANTS & CHILDREN 18-19				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	137,469	142,272	99,702	99,702
TOTAL REVENUES	<u>137,469</u>	<u>142,272</u>	<u>99,702</u>	<u>99,702</u>
EXPENDITURES				
5000 SALARIES & BENEFITS	176,694	50,478	78,512	78,512
5100 SERVICES & SUPPLIES	13,280	5,426	10,190	9,994
5200 INTERNAL CHARGES	17,921	11,311	11,115	11,311
TOTAL EXPENDITURES	<u>207,895</u>	<u>67,215</u>	<u>99,817</u>	<u>99,817</u>
641918 NET COST	<u>(70,426)</u>	<u>75,057</u>	<u>(115)</u>	<u>(115)</u>
641919 WOMEN INFANTS & CHILDREN 19-20				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		82,384	278,619	278,619
TOTAL REVENUES		<u>82,384</u>	<u>278,619</u>	<u>278,619</u>
EXPENDITURES				
5000 SALARIES & BENEFITS		160,947	226,509	226,509
5100 SERVICES & SUPPLIES		12,361	20,444	20,547
5200 INTERNAL CHARGES		22,733	31,666	31,563
TOTAL EXPENDITURES		<u>196,041</u>	<u>278,619</u>	<u>278,619</u>
641919 NET COST		<u>(113,657)</u>		
HEALTH NET COST	<u>(60,179)</u>	<u>(30,172)</u>	<u>(115)</u>	<u>(115)</u>
HEALTH GRANTS				
640317 TOBACCO TAX GRANT 17-20				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	459			
4400 AID FROM OTHER GOVT AGENCIES	130,534			
4800 OTHER FINANCING SOURCES	67,636	200,143	405,838	405,838
TOTAL REVENUES	<u>198,629</u>	<u>200,143</u>	<u>405,838</u>	<u>405,838</u>
EXPENDITURES				
5000 SALARIES & BENEFITS	122,362	148,081	209,362	209,362
5100 SERVICES & SUPPLIES	61,991	50,723	167,459	167,345
5200 INTERNAL CHARGES	13,815	22,106	28,960	29,074
5800 OTHER FINANCING USES	57		57	57
TOTAL EXPENDITURES	<u>198,225</u>	<u>220,910</u>	<u>405,838</u>	<u>405,838</u>

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640317 NET COST	404	(20,767)		
642515 CBCAP				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	13	29	37	37
4400 AID FROM OTHER GOVT AGENCIES	27,602	21,920	27,769	21,920
TOTAL REVENUES	27,615	21,949	27,806	21,957
EXPENDITURES				
5000 SALARIES & BENEFITS	19,850	18,025	21,326	21,326
5100 SERVICES & SUPPLIES	2,718	1,250	1,609	1,609
5200 INTERNAL CHARGES	4,446	4,061	4,871	4,871
TOTAL EXPENDITURES	27,014	23,336	27,806	27,806
642515 NET COST	601	(1,387)		(5,849)
643000 FIRST FIVE COMMISSION				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	14,005	10,814	4,000	4,000
4400 AID FROM OTHER GOVT AGENCIES	362,191	359,835	350,000	350,000
4900 OTHER REVENUE	1,191	3,636		
TOTAL REVENUES	377,387	374,285	354,000	354,000
EXPENDITURES				
5000 SALARIES & BENEFITS	157,047	141,329	191,342	191,342
5100 SERVICES & SUPPLIES	109,239	72,211	185,723	185,723
5200 INTERNAL CHARGES	25,008	23,338	34,520	34,520
5500 OTHER CHARGES	59,650	69,920	68,000	68,000
TOTAL EXPENDITURES	350,944	306,798	479,585	479,585
643000 NET COST	26,443	67,487	(125,585)	(125,585)
HEALTH GRANTS NET COST	27,448	45,333	(125,585)	(131,434)
SOCIAL SERVICE				
055801 FIRST PROGRAM				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	402,154	280,260	425,032	425,032
4800 OTHER FINANCING SOURCES	77,528	133,511	150,000	150,000
TOTAL REVENUES	479,682	413,771	575,032	575,032
EXPENDITURES				
5000 SALARIES & BENEFITS	427,672	408,908	512,017	512,017

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5100 SERVICES & SUPPLIES	22,792	16,952	29,109	29,057
5200 INTERNAL CHARGES	22,105	20,518	28,108	28,160
5500 OTHER CHARGES	7,115	3,611	6,000	6,000
TOTAL EXPENDITURES	479,684	449,989	575,234	575,234
055801 NET COST	(2)	(36,218)	(202)	(202)
SOCIAL SERVICE NET COST	(2)	(36,218)	(202)	(202)
SUBSTANCE ABUSE				
045312 DRINKING DRIVER PROGRAM				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	49,424	37,769	20,000	40,000
4600 CHARGES FOR CURRENT SERVICES	63,707	48,286	129,183	109,183
4800 OTHER FINANCING SOURCES	17,154			
TOTAL REVENUES	130,285	86,055	149,183	149,183
EXPENDITURES				
5000 SALARIES & BENEFITS	101,914	81,702	116,804	116,804
5100 SERVICES & SUPPLIES	5,074	3,209	6,879	6,829
5200 INTERNAL CHARGES	23,275	21,392	25,500	25,550
TOTAL EXPENDITURES	130,263	106,303	149,183	149,183
045312 NET COST	22	(20,248)		
045315 SUBSTANCE USE DISORDERS				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	2,549	(2,503)	2,500	2,500
4400 AID FROM OTHER GOVT AGENCIES	100,179	417,261	775,080	870,568
4600 CHARGES FOR CURRENT SERVICES	3,926	19,940	21,000	23,258
TOTAL REVENUES	106,654	434,698	798,580	896,326
EXPENDITURES				
5000 SALARIES & BENEFITS	448,288	358,394	658,893	656,893
5100 SERVICES & SUPPLIES	69,685	31,856	72,104	169,850
5200 INTERNAL CHARGES	74,843	56,107	67,413	69,413
5800 OTHER FINANCING USES	170		170	170
TOTAL EXPENDITURES	592,986	446,357	798,580	896,326
045315 NET COST	(486,332)	(11,659)		
SUBSTANCE ABUSE NET COST	(486,310)	(31,907)		

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WORK INVESTMENT ACT				
613719 WORK INVESTMENT ACT 19-20				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		50,952	100,140	100,140
TOTAL REVENUES		50,952	100,140	100,140
EXPENDITURES				
5000 SALARIES & BENEFITS	260	51,562	74,875	74,875
5100 SERVICES & SUPPLIES		4,065	5,287	5,654
5200 INTERNAL CHARGES	2	5,219	7,223	6,856
5500 OTHER CHARGES			12,755	12,755
TOTAL EXPENDITURES	262	60,846	100,140	100,140
613719 NET COST	(262)	(9,894)		
WORK INVESTMENT ACT NET COST	(262)	(9,894)		
HEALTH & HUMAN SERVICES NET COST	(601,521)	(366,260)	(125,902)	(131,864)

PERSONNEL

PERSONNEL

500902 WORKERS COMPENSATION TRUST				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	5,081	(4,021)		
4600 CHARGES FOR CURRENT SERVICES	908,479	816,996	962,718	962,718
TOTAL REVENUES	913,560	812,975	962,718	962,718
EXPENDITURES				
5100 SERVICES & SUPPLIES	972,046	905,362	960,718	960,718
5200 INTERNAL CHARGES	179	1,378	2,000	2,000
TOTAL EXPENDITURES	972,225	906,740	962,718	962,718
500902 NET COST	(58,665)	(93,765)		
 500903 COUNTY LIABILITY TRUST				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	16,346	9,739		
4600 CHARGES FOR CURRENT SERVICES	867,560	707,134	812,556	812,556
TOTAL REVENUES	883,906	716,873	812,556	812,556
EXPENDITURES				
5100 SERVICES & SUPPLIES	572,352	781,246	1,028,256	1,028,256
5200 INTERNAL CHARGES	601	266	1,800	1,800
5800 OTHER FINANCING USES	30,368		40,000	40,000

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5900 RESERVES			5,000	5,000
TOTAL EXPENDITURES	603,321	781,512	1,075,056	1,075,056
500903 NET COST	280,585	(64,639)	(262,500)	(262,500)
500904 MEDICAL MALPRACTICE TRUST				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	612	358		
4600 CHARGES FOR CURRENT SERVICES	88,457	78,301	93,961	93,961
TOTAL REVENUES	89,069	78,659	93,961	93,961
EXPENDITURES				
5100 SERVICES & SUPPLIES	77,787	77,662	93,961	93,961
5200 INTERNAL CHARGES	(298)			
TOTAL EXPENDITURES	77,489	77,662	93,961	93,961
500904 NET COST	11,580	997		
PERSONNEL NET COST	233,500	(157,407)	(262,500)	(262,500)
PERSONNEL NET COST	233,500	(157,407)	(262,500)	(262,500)

PLANNING

PLANNING AND ZONING

620605 YUCCA MOUNTAIN OVERSIGHT

REVENUES

4350 REV USE OF MONEY & PROPERTY	14,489	11,957	5,000	5,000
TOTAL REVENUES	14,489	11,957	5,000	5,000

EXPENDITURES

5000 SALARIES & BENEFITS	4,238	3,730	4,476	4,476
5100 SERVICES & SUPPLIES	16,559	149,037	232,973	232,973
5200 INTERNAL CHARGES	6,451	1,812	23,534	23,534
5600 FIXED ASSETS	5,298		10,500	10,500
TOTAL EXPENDITURES	32,546	154,579	271,483	271,483

620605 NET COST (18,057) (142,622) (266,483) (266,483)

PLANNING AND ZONING NET COST (18,057) (142,622) (266,483) (266,483)

PLANNING NET COST (18,057) (142,622) (266,483) (266,483)

PROBATION

COUNTY OF INYO

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	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
PROBATION				
023002 CRIMINAL JUSTICE-REALIGNMENT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	297,443	175,868	766,899	766,899
TOTAL REVENUES	297,443	175,868	766,899	766,899
EXPENDITURES				
5200 INTERNAL CHARGES	297,443	175,868	766,899	766,899
TOTAL EXPENDITURES	297,443	175,868	766,899	766,899
023002 NET COST				
PROBATION NET COST				
PROBATION NET COST				
PUBLIC WORKS				
BISHOP AIRPORT				
150100 BISHOP AIRPORT				
REVENUES				
4300 RENTS & LEASES	186,786	140,077	185,903	185,903
4350 REV USE OF MONEY & PROPERTY	89,086	73,612	83,437	83,437
4600 CHARGES FOR CURRENT SERVICES	1,206,595	707,710	952,675	952,675
4800 OTHER FINANCING SOURCES			24,000	24,000
4900 OTHER REVENUE	3,529	1,953	2,000	2,000
TOTAL REVENUES	1,485,996	923,352	1,248,015	1,248,015
EXPENDITURES				
5000 SALARIES & BENEFITS	304,239	258,075	339,023	339,023
5100 SERVICES & SUPPLIES	1,073,452	596,845	820,246	820,246
5200 INTERNAL CHARGES	61,868	87,555	125,970	125,970
5600 FIXED ASSETS			2,830	2,830
5800 OTHER FINANCING USES	16,899		125,672	125,672
TOTAL EXPENDITURES	1,456,458	942,475	1,413,741	1,413,741
150100 NET COST				
150200 BISHOP AIRPORT - SPECIAL				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	442	414		
4400 AID FROM OTHER GOVT AGENCIES	10,000	10,000	10,000	10,000
TOTAL REVENUES	10,442	10,414	10,000	10,000
EXPENDITURES				

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5100 SERVICES & SUPPLIES	3,860	4,120	8,053	6,974
5200 INTERNAL CHARGES	1,285	1,179	1,947	3,026
5800 OTHER FINANCING USES			24,000	24,000
TOTAL EXPENDITURES	5,145	5,299	34,000	34,000
150200 NET COST	5,297	5,115	(24,000)	(24,000)
 630305 BISHOP AIR TAXIWAY REHAB				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	314,975	19,503	5,377,722	5,377,722
4800 OTHER FINANCING SOURCES	16,899		431,228	431,228
TOTAL REVENUES	331,874	19,503	5,808,950	5,808,950
EXPENDITURES				
5100 SERVICES & SUPPLIES	317,090		450,000	450,000
5200 INTERNAL CHARGES	14,462	4,644	15,000	15,000
5600 FIXED ASSETS			5,343,950	5,343,950
TOTAL EXPENDITURES	331,552	4,644	5,808,950	5,808,950
630305 NET COST	322	14,859		
BISHOP AIRPORT NET COST	35,157	851	(189,726)	(189,726)
 COUNTY SERVICE AREA #2				
810001 COUNTY SERVICE AREA #2				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	2,157	1,937	800	800
4400 AID FROM OTHER GOVT AGENCIES	(17,996)	14,609		
4600 CHARGES FOR CURRENT SERVICES	58,823	31,580	53,000	53,000
TOTAL REVENUES	42,984	48,126	53,800	53,800
EXPENDITURES				
5000 SALARIES & BENEFITS	3,042	2,851	3,451	3,451
5100 SERVICES & SUPPLIES	50,654	35,535	50,138	50,138
5200 INTERNAL CHARGES	4,397	(395)	8,211	8,211
5600 FIXED ASSETS			50,000	50,000
TOTAL EXPENDITURES	58,093	37,991	111,800	111,800
810001 NET COST	(15,109)	10,135	(58,000)	(58,000)
COUNTY SERVICE AREA #2 NET COST	(15,109)	10,135	(58,000)	(58,000)

INDEPENDENCE AIRPORT

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	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
150300 INDEPENDENCE AIRPORT				
REVENUES				
4300 RENTS & LEASES	2,423	2,551	3,270	3,270
4350 REV USE OF MONEY & PROPERTY	14,884	354	14,750	14,750
TOTAL REVENUES	17,307	2,905	18,020	18,020
EXPENDITURES				
5000 SALARIES & BENEFITS	14,488	11,909	13,698	13,698
5100 SERVICES & SUPPLIES		169	1,157	1,157
5200 INTERNAL CHARGES	4,878	11,443	13,996	13,996
TOTAL EXPENDITURES	19,366	23,521	28,851	28,851
150300 NET COST	(2,059)	(20,616)	(10,831)	(10,831)
150400 INDEPENDENCE AIRPORT - SPECIAL				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	372	333	250	250
4400 AID FROM OTHER GOVT AGENCIES	10,000	10,000	10,000	10,000
TOTAL REVENUES	10,372	10,333	10,250	10,250
EXPENDITURES				
5100 SERVICES & SUPPLIES	5,939	5,703	8,761	8,583
5200 INTERNAL CHARGES	1,325	724	1,489	1,667
TOTAL EXPENDITURES	7,264	6,427	10,250	10,250
150400 NET COST	3,108	3,906		
INDEPENDENCE AIRPORT NET COST	1,049	(16,710)	(10,831)	(10,831)
LONE PINE AIRPORT				
150500 LONE PINE/DEATH VALLEY AIRPORT				
REVENUES				
4300 RENTS & LEASES	29,179	25,376	29,970	29,970
4350 REV USE OF MONEY & PROPERTY	1,390	1,091	1,000	1,000
4600 CHARGES FOR CURRENT SERVICES	51,829	27,754	57,000	57,000
TOTAL REVENUES	82,398	54,221	87,970	87,970
EXPENDITURES				
5100 SERVICES & SUPPLIES	43,473	38,570	62,981	58,981
5200 INTERNAL CHARGES	22,341	22,548	25,119	29,119
5600 FIXED ASSETS			875	875
5800 OTHER FINANCING USES	8,666		24,298	24,298
TOTAL EXPENDITURES	74,480	61,118	113,273	113,273

COUNTY OF INYO

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	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
150500 NET COST	7,918	(6,897)	(25,303)	(25,303)
150504 LP/DV AIRPORT PAVEMENT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	149,840	1,580,997	2,016,455	2,016,455
4800 OTHER FINANCING SOURCES	8,666		122,076	122,076
TOTAL REVENUES	158,506	1,580,997	2,138,531	2,138,531
EXPENDITURES				
5100 SERVICES & SUPPLIES	154,228	150,432	150,432	150,432
5200 INTERNAL CHARGES	5,171	12,073	24,658	24,658
5600 FIXED ASSETS		1,963,440	1,963,441	1,963,441
TOTAL EXPENDITURES	159,399	2,125,945	2,138,531	2,138,531
150504 NET COST	(893)	(544,948)		
150600 LONE PINE/DEATH VALLEY AIR-SP				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	384	338	250	250
4400 AID FROM OTHER GOVT AGENCIES	10,000	10,000	10,000	10,000
TOTAL REVENUES	10,384	10,338	10,250	10,250
EXPENDITURES				
5000 SALARIES & BENEFITS	2,228	1,906	2,344	2,344
5100 SERVICES & SUPPLIES	5,391	5,357	7,252	7,252
5200 INTERNAL CHARGES	32	212	654	654
TOTAL EXPENDITURES	7,651	7,475	10,250	10,250
150600 NET COST	2,733	2,863		
LONE PINE AIRPORT NET COST	9,758	(548,982)	(25,303)	(25,303)
LTC				
504605 TRANSPORTATION & PLANNING TRST				
REVENUES				
4060 TAXES - SALES	63,078	29,747	44,621	44,621
4350 REV USE OF MONEY & PROPERTY	9,859	6,599	1,300	1,300
4400 AID FROM OTHER GOVT AGENCIES	196,947	445,759	487,500	487,500
TOTAL REVENUES	269,884	482,105	533,421	533,421
EXPENDITURES				
5000 SALARIES & BENEFITS	208,439	206,728	255,232	255,232
5100 SERVICES & SUPPLIES	219,265	159,290	207,520	185,183

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5200 INTERNAL CHARGES	45,517	30,515	54,614	84,614
5500 OTHER CHARGES	67,345	127,723	127,723	127,723
5600 FIXED ASSETS		27,336	45,000	37,337
TOTAL EXPENDITURES	540,566	551,592	690,089	690,089
504605 NET COST	(270,682)	(69,487)	(156,668)	(156,668)
LTC NET COST	(270,682)	(69,487)	(156,668)	(156,668)
PUBLIC WORKS				
011501 PUBLIC WORKS - DEFERRED MAINT				
REVENUES				
4800 OTHER FINANCING SOURCES	305,796		868,600	898,600
4900 OTHER REVENUE	9,000			
TOTAL REVENUES	314,796		868,600	898,600
EXPENDITURES				
5100 SERVICES & SUPPLIES	275,722	427,496	1,086,345	1,086,345
5600 FIXED ASSETS	25,224	50,115	100,000	130,000
TOTAL EXPENDITURES	300,946	477,611	1,186,345	1,216,345
011501 NET COST	13,850	(477,611)	(317,745)	(317,745)
152101 WATER SYSTEM - INDEPENDENCE				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	(131)			
4600 CHARGES FOR CURRENT SERVICES	174,415	(141)		
4900 OTHER REVENUE	3,594			
TOTAL REVENUES	177,878	(141)		
EXPENDITURES				
5000 SALARIES & BENEFITS	58,492			
5100 SERVICES & SUPPLIES	109,016			
5200 INTERNAL CHARGES	2,477			
5550 DEBT SERVICE PRINCIPAL	3,594			
5560 DEBT SERVICE INTEREST	663			
TOTAL EXPENDITURES	174,242			
152101 NET COST	3,636	(141)		
152102 INDY H2O UPGRADE				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	2	2		

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TOTAL REVENUES	2	2		
EXPENDITURES				
TOTAL EXPENDITURES				
152102 NET COST	2	2		
152199 WATER SYSTEMS				
REVENUES				
4350 REV USE OF MONEY & PROPERTY		465	500	500
4600 CHARGES FOR CURRENT SERVICES		379,524	581,229	581,229
TOTAL REVENUES		379,989	581,729	581,729
EXPENDITURES				
5000 SALARIES & BENEFITS		257,901	340,735	340,735
5100 SERVICES & SUPPLIES		54,915	75,368	75,833
5200 INTERNAL CHARGES		84,845	104,695	104,230
5550 DEBT SERVICE PRINCIPAL		10,968	14,686	14,686
5560 DEBT SERVICE INTEREST		1,805	2,344	2,344
TOTAL EXPENDITURES		410,434	537,828	537,828
152199 NET COST		(30,445)	43,901	43,901
152201 WATER SYSTEM - LONE PINE				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	120	1		
4600 CHARGES FOR CURRENT SERVICES	241,417	42		
TOTAL REVENUES	241,537	43		
EXPENDITURES				
5000 SALARIES & BENEFITS	84,578			
5100 SERVICES & SUPPLIES	98,634	(121)		
5200 INTERNAL CHARGES	19,861			
TOTAL EXPENDITURES	203,073	(121)		
152201 NET COST	38,464	164		
152301 WATER SYSTEM - LAWS				
REVENUES				
4350 REV USE OF MONEY & PROPERTY		(47)		
4600 CHARGES FOR CURRENT SERVICES		8,179		
TOTAL REVENUES		8,132		

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EXPENDITURES				
5000 SALARIES & BENEFITS	114			
5100 SERVICES & SUPPLIES	5,583			
5200 INTERNAL CHARGES	119			
TOTAL EXPENDITURES	5,816			
152301 NET COST				
	2,316			
800001 BIG PINE LIGHTING				
REVENUES				
4000 TAXES - PROPERTY	25,534	16,087	22,620	22,620
4350 REV USE OF MONEY & PROPERTY	5,662	4,997	3,500	3,500
4400 AID FROM OTHER GOVT AGENCIES	117	21	100	100
TOTAL REVENUES	31,313	21,105	26,220	26,220
EXPENDITURES				
5000 SALARIES & BENEFITS	914	1,595	1,988	1,988
5100 SERVICES & SUPPLIES	7,346	6,133	20,460	20,460
5200 INTERNAL CHARGES	1,138	3,732	4,348	4,348
TOTAL EXPENDITURES	9,398	11,460	26,796	26,796
800001 NET COST				
	21,915	9,645	(576)	(576)
800101 INDEPENDENCE LIGHTING				
REVENUES				
4000 TAXES - PROPERTY	26,623	16,887	22,620	22,620
4350 REV USE OF MONEY & PROPERTY	6,920	5,706	4,200	4,200
4400 AID FROM OTHER GOVT AGENCIES	122	22	50	50
4900 OTHER REVENUE	11,575			
TOTAL REVENUES	45,240	22,615	26,870	26,870
EXPENDITURES				
5000 SALARIES & BENEFITS	914	1,595	1,988	1,988
5100 SERVICES & SUPPLIES	4,451	9,181	38,782	38,782
5200 INTERNAL CHARGES	7,334	3,785	8,843	8,843
TOTAL EXPENDITURES	12,699	14,561	49,613	49,613
800101 NET COST				
	32,541	8,054	(22,743)	(22,743)
800201 LONE PINE LIGHTING				
REVENUES				
4000 TAXES - PROPERTY	23,540	14,965	21,200	21,200
4350 REV USE OF MONEY & PROPERTY	3,610	3,125	2,000	2,000

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4400 AID FROM OTHER GOVT AGENCIES	107	19	100	100
TOTAL REVENUES	27,257	18,109	23,300	23,300
EXPENDITURES				
5000 SALARIES & BENEFITS	914	1,595	1,988	1,988
5100 SERVICES & SUPPLIES	12,744	9,537	56,110	56,110
5200 INTERNAL CHARGES	2,820	4,712	8,821	8,821
TOTAL EXPENDITURES	16,478	15,844	66,919	66,919
800201 NET COST	10,779	2,265	(43,619)	(43,619)
PUBLIC WORKS NET COST	123,503	(488,067)	(340,782)	(340,782)
ROAD				
034600 ROAD				
REVENUES				
4100 LICENSES & PERMITS	22,859	9,989	25,000	10,000
4350 REV USE OF MONEY & PROPERTY	82,174	77,851	50,000	50,000
4400 AID FROM OTHER GOVT AGENCIES	7,261,143	6,777,426	8,481,982	8,481,982
4600 CHARGES FOR CURRENT SERVICES	303,735	139,724	110,500	125,500
4900 OTHER REVENUE	42,295	31,059	32,000	32,000
TOTAL REVENUES	7,712,206	7,036,049	8,699,482	8,699,482
EXPENDITURES				
5000 SALARIES & BENEFITS	3,267,983	2,769,322	3,883,291	3,883,291
5100 SERVICES & SUPPLIES	1,482,750	1,682,586	2,846,092	2,845,892
5200 INTERNAL CHARGES	683,669	548,163	854,841	855,041
5600 FIXED ASSETS	32,739	1,631,252	2,875,000	2,875,000
TOTAL EXPENDITURES	5,467,141	6,631,323	10,459,224	10,459,224
034600 NET COST	2,245,065	404,726	(1,759,742)	(1,759,742)
034601 ROAD PROJECTS - STATE FUNDED				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	1,698,079	431,728	1,290,400	1,290,400
TOTAL REVENUES	1,698,079	431,728	1,290,400	1,290,400
EXPENDITURES				
5600 FIXED ASSETS	337,844	665,204	1,438,553	1,438,553
TOTAL EXPENDITURES	337,844	665,204	1,438,553	1,438,553
034601 NET COST	1,360,235	(233,476)	(148,153)	(148,153)

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631100 BISHOP AIR REHAB RUNWAY 12-30				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			277,168	8,227,168
TOTAL REVENUES			277,168	8,227,168
EXPENDITURES				
5100 SERVICES & SUPPLIES		267,168	267,168	617,168
5200 INTERNAL CHARGES			10,000	10,000
5600 FIXED ASSETS				7,600,000
TOTAL EXPENDITURES		267,168	277,168	8,227,168
631100 NET COST		(267,168)		
ROAD NET COST	3,605,300	(95,918)	(1,907,895)	(1,907,895)
SHOSHONE AIRPORT				
150800 SHOSHONE AIRPORT - SPECIAL				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	216	566	10	10
4400 AID FROM OTHER GOVT AGENCIES	(73,795)	10,000	10,000	10,000
TOTAL REVENUES	(73,579)	10,566	10,010	10,010
EXPENDITURES				
5000 SALARIES & BENEFITS	909	774	949	949
5100 SERVICES & SUPPLIES	535	363	3,200	2,966
5200 INTERNAL CHARGES	3,485	3,635	5,861	6,095
TOTAL EXPENDITURES	4,929	4,772	10,010	10,010
150800 NET COST	(78,508)	5,794		
SHOSHONE AIRPORT NET COST	(78,508)	5,794		
PUBLIC WORKS NET COST	3,410,468	(1,202,384)	(2,689,205)	(2,689,205)
SHERIFF				
SHERIFF GRANTS				
671413 CALMET TASK FORCE				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	123,060	119,312	122,558	122,558
TOTAL REVENUES	123,060	119,312	122,558	122,558
EXPENDITURES				
5100 SERVICES & SUPPLIES	44,297	42,741	72,403	72,238
5200 INTERNAL CHARGES	51,601	57,224	63,546	63,711

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5500 OTHER CHARGES	10,000	10,000	10,000	10,000
TOTAL EXPENDITURES	105,898	109,965	145,949	145,949
671413 NET COST	17,162	9,347	(23,391)	(23,391)
671507 ILLEGAL CANNABIS SUPPRESSION				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		279	14,000	14,000
TOTAL REVENUES		279	14,000	14,000
EXPENDITURES				
5000 SALARIES & BENEFITS	5,733		11,000	11,000
5100 SERVICES & SUPPLIES	35	259	3,000	3,000
TOTAL EXPENDITURES	5,768	259	14,000	14,000
671507 NET COST	(5,768)	20		
SHERIFF GRANTS NET COST	11,394	9,367	(23,391)	(23,391)
SHERIFF OFF HIGHWAY VEHICLE				
623519 OFF HWY VEHICLE GRANT 19-20				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			63,207	63,207
TOTAL REVENUES			63,207	63,207
EXPENDITURES				
5100 SERVICES & SUPPLIES			1,707	1,707
5200 INTERNAL CHARGES			20,000	20,000
5600 FIXED ASSETS		41,414	41,500	41,500
TOTAL EXPENDITURES		41,414	63,207	63,207
623519 NET COST		(41,414)		
SHERIFF OFF HIGHWAY VEHICLE NET COST		(41,414)		
SHERIFF NET COST	11,394	(32,047)	(23,391)	(23,391)
WATER				
WATER				
024102 WATER DEPARTMENT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	16,715	17,092	12,000	12,000
4400 AID FROM OTHER GOVT AGENCIES	1,578,423	1,634,091	1,746,870	1,636,870

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 **RUN DATE:** 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
4600 CHARGES FOR CURRENT SERVICES	1,200	1,200	1,200	1,200
4800 OTHER FINANCING SOURCES	75,608	103,689	179,170	179,170
4900 OTHER REVENUE	100	70	100	100
TOTAL REVENUES	1,672,046	1,756,142	1,939,340	1,829,340
EXPENDITURES				
5000 SALARIES & BENEFITS	1,026,921	889,812	1,198,451	1,198,451
5100 SERVICES & SUPPLIES	462,651	198,542	436,955	326,835
5200 INTERNAL CHARGES	186,998	176,021	316,170	316,411
5500 OTHER CHARGES	25,427	102,821	175,956	175,956
TOTAL EXPENDITURES	1,701,997	1,367,196	2,127,532	2,017,653
024102 NET COST	(29,951)	388,946	(188,192)	(188,313)
024502 SALT CEDAR PROJECT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	40,772		62,000	62,000
TOTAL REVENUES	40,772		62,000	62,000
EXPENDITURES				
5000 SALARIES & BENEFITS	21,881	31,925	31,247	31,929
5100 SERVICES & SUPPLIES	1,109			500
5200 INTERNAL CHARGES	22,588	23,313	29,969	29,687
TOTAL EXPENDITURES	45,578	55,238	61,216	62,116
024502 NET COST	(4,806)	(55,238)	784	(116)
621902 OWENS RIVER WATER TRAIL GRANT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			500,032	
TOTAL REVENUES			500,032	
EXPENDITURES				
5100 SERVICES & SUPPLIES			500,032	
TOTAL EXPENDITURES			500,032	
621902 NET COST				
621903 BIG PINE RECYCLE WATER PRJ				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	33,921	65,740	115,225	115,225
TOTAL REVENUES	33,921	65,740	115,225	115,225

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 04/29/2020 RUN DATE: 04/29/2020

	Prior Actuals FY 2018-19	YTD Actuals FY 2019-20	Working Budget FY 2019-20	Third Quarter Budget FY 2019-20
EXPENDITURES				
5100 SERVICES & SUPPLIES	116,068	17,322	77,381	77,381
TOTAL EXPENDITURES	116,068	17,322	77,381	77,381
621903 NET COST				
	(82,147)	48,418	37,844	37,844
621904 CEQA STUDY				
REVENUES				
TOTAL REVENUES				
<hr/>				
EXPENDITURES				
5100 SERVICES & SUPPLIES	383,595	18,855	18,872	18,872
TOTAL EXPENDITURES	383,595	18,855	18,872	18,872
621904 NET COST				
	(383,595)	(18,855)	(18,872)	(18,872)
WATER NET COST				
	(500,499)	363,271	(168,436)	(169,457)
WATER NET COST				
	(500,499)	363,271	(168,436)	(169,457)
TOTAL NET COST				
	5,700,622	(4,255,085)	(2,506,889)	(2,518,721)

ATTACHMENT C
DRAFT

COUNTY OF INYO
2020-2021 BUDGET CALENDAR

Date	Action
Thursday, December 11, 2019	Mid-Year Budget Review materials distributed to departments.
Wednesday, January 15, 2020	Mid-Year Budget Review documents due to Budget Analyst by noon.
Tuesday, February 18, 2020	Mid-Year Financial Report to Board of Supervisors – Agenda Item.
Wednesday, March 11, 2020	Third Quarter Budget Review materials distributed to departments.
Wednesday, April 15, 2020	All Third Quarter Budget Review documents due to Budget Analyst by noon.
Friday, May 1, 2020	Access to PMod and Budget Buddy If staff need assistance with PMod or Budget Buddy email Denelle at dcarrington@inyocounty.us and we can set up a Zoom meeting!
Tuesday, April 21 or April 28, 2020	Third Quarter Financial Report to Board of Supervisors – Agenda Item.
Friday, May 15, 2020	Deadline to complete Personnel Module calculations. Please submit your Status Quo and Models (if applicable) through the Budget Buddy PMod screens by noon.
Friday, May 22, 2020	Personnel costs entered into Budget Buddy complete.
Friday, May 8, 2020	Deadline for submitting Fixed Asset item requisitions or pertinent information requiring quotes/bids (\$7,500 or more) to Purchasing for Fiscal Year 2019-2020.
Friday, May 29, 2020	Budget Buddy closed for budget entry. Budget detail (original and three copies) due in CAO's Office. (Window for entry into the Budget Buddy will be open from May 1 st through May 29 th)
Thursday, May 21, 2020	Last date to submit agenda items for budget amendments, requiring Board approval, to any Fiscal Year 2019-2020 budget. Board of Supervisors will consider amendments during meeting on June 2, 2020.
Monday, June 1, 2020	PURCHASING CLOSED
Friday, May 29, 2020	Last date to submit to the Auditor and CAO all fixed asset expenditures (and Public Works projects) that Departments anticipate making between Board adoption of the Fiscal Year 2020-2021 Preliminary and the Final budgets. If necessary, Department recommendations for Preliminary Fiscal Year 2020-2021 budget reductions are also due. These items should be included in adoption of the Preliminary Budget on June 12 or 19, 2020, by the Board of Supervisors. (Remember: Fixed asset expenditures and Public Works projects included in the Preliminary Budget must also be included in the Department Requested and Final Fiscal Year 2020-2021 Budget.)
Friday, June 15, 2020	All County "Stores" requisitions must be received by Friday, June 15 th .
July 6, July 8-10, and July 15-17 (if needed)	CAO/Departmental Review. (Meeting calendar will be distributed separately)
Tuesday, June 12 or 19, 2020	Board of Supervisors adopts Fiscal Year 2020-2021 Preliminary Budget – Agenda Item
July 6 to August 7, 2020	Budget Workshops with Board of Supervisors – As Necessary
Friday, August 21, 2020 @ <i>Latest/Tentative</i>	CAO distributes proposed Fiscal Year 2020-2021 Budget to the Board of Supervisors and Department Heads.
Monday, August 31, 2020	ACCRUAL PERIOD ENDS! Last day to get all expenditures and revenues turned into the Auditor's office for posting.
Tuesday, September 8, 2020, through September 18, 2020 (if necessary) @ <i>Latest/Tentative</i>	Budget Hearings before the Board of Supervisors.
Tuesday, September 8, 2020	Auditor certifies Fiscal Year 2019-2020 fund balances.
Tuesday, September 15 or 22, 2020 @ <i>Latest/Tentative</i>	Adoption of Fiscal Year 2020-2021 County Budget.



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 5, 2020

FROM: Meaghan McCamman

SUBJECT: CMSP COVID Emergency Response Grant (CERG) Agreement

RECOMMENDED ACTION:

Request Board approve the COVID Emergency Response Grant (CERG) Agreement with the County Medical Services Program and accept \$100,000 in COVID emergency response funding, and authorize the County Administrator and HHS Director to sign.

SUMMARY/JUSTIFICATION:

The CMSP Governing Board seeks to support CMSP counties in responding to the COVID-19 pandemic emergency through the provision of funding to expand the delivery of services that support local preparedness, containment, recovery and response activities in CMSP counties affected by the novel coronavirus. The COVID-19 Emergency Response Grant (CERG) is intended to assist CMSP counties in addressing the needs of various low income populations with or at-risk of COVID-19 conditions.

Inyo County HHS submitted an application to receive the full allowed amount of \$100,000. It is our plan to use these funds to provide a non-congregate shelter for low income people who are COVID positive and sick, but not in need of hospital care, to go to shelter when they do not have a safe home environment in which to quarantine. This shelter will be available for low-income COVID positive (or presumed positive, symptomatic) patients who either 1) do not have a home; 2) share a home with others who are particularly at-risk if they contract the disease, such as the elderly; immune-compromised, or a variety of other risk factors; or 3) are not acutely sick enough to need hospital care but do need support with the activities of daily living due to their COVID-related illness, and do not have adequate supports at home, as well as persons who are asymptomatic but are at "high-risk," such as people over 65 or who have certain underlying health conditions (respiratory, compromised immunities, chronic disease), and who require Emergency NCS as a social distancing measure.

These funds may also be used to fund a non-congregate alternate care site in case of hospital surge, if necessary.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to accept these funds. This would severely curtail the ability of Inyo County staff to respond to the needs of our community and hospital in responding to COVID-19.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

100% CMSP funds. These funds will be placed in a trust and used to reimburse the Health budget for expenses.

ATTACHMENTS:

1. COVID Emergency Response Grant

APPROVALS:

Rhiannon Baker	Created/Initiated - 4/24/2020
Darcy Ellis	Approved - 4/24/2020
Melissa Best-Baker	Approved - 4/24/2020
Marilyn Mann	Approved - 4/25/2020
Marshall Rudolph	Approved - 4/26/2020
Amy Shepherd	Approved - 4/29/2020
Marilyn Mann	Final Approval - 4/29/2020

GRANT AGREEMENT
COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
COVID-19 EMERGENCY RESPONSE GRANT PROGRAM

between

COUNTY MEDICAL SERVICES PROGRAM
GOVERNING BOARD
("Board")

and

INYO COUNTY HEALTH AND HUMAN SERVICES
("Grantee")

Effective as of:
May 1, 2020

GRANT AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM

COVID-19 EMERGENCY RESPONSE GRANT PROGRAM (CERG)

This Grant Agreement ("Agreement") is by and between the County Medical Services Program Governing Board ("Board") and the County Medical Services Program ("CMSP") participating county on Exhibit A ("Grantee").

A. Conditions of disaster or of extreme peril to the health and safety of persons and property have arisen both internationally and within the United States as a result of the introduction of the novel coronavirus ("COVID-19"), a novel communicable disease which led to California Governor Gavin Newsom, to proclaim a State of Emergency for California on March 4, 2020.

B. In response to the COVID-19 pandemic, on April 2, 2020, the Board adopted Resolution 2020-1, declaring the existence of a local emergency as a result of COVID-19 and directing the Board staff to take necessary steps to assist with the protection of life, health and safety.

C. On April 2, 2020, in response to this emergency, the Board approved the funding of the COVID-19 Emergency Response Grant (CERG) Program (the "Pilot Project") for the benefit of participating CMSP counties in accordance with the terms of its Request for Applications for the COVID-19 Emergency Response Grant Program in the form attached as Exhibit B ("RFA").

D. Grantee submitted an Application ("Application") for the Pilot Project in the form attached as Exhibit C (the "Project").

E. Subject to the availability of Board funds, the Board desires to award funds to the Grantee for performance of the Project.

The Board and Grantee agree as follows:

1. Project. Grantee shall perform the Project in accordance with the terms of the RFA and the Application. Should there be a conflict between the RFA and the Application, the RFA shall control unless otherwise specified in this Agreement.

2. Grant Funds.

A. Payment. Subject to the availability of Board funds, the Board shall pay Grantee the amounts in the time periods specified in Exhibit A ("Grant Funds") within thirty (30) calendar days of the Board's receipt of an invoice from Grantee for the Project, as described in Exhibit A. Neither the Board nor CMSP shall be responsible for funding additional Project costs, any future COVID-19 Emergency Response Grant Program, any Pilot Projects or any services provided outside the scope of the Pilot Project.

B. Refund. If Grantee does not spend the entire Grant Funds for performance of the Project within the term of this Agreement, then Grantee shall refund to the Board any unused Grant Funds no later than ninety (90) days after the one (1) year anniversary of the Effective Date.

C. Possible Reduction in Amount. The Board may, within its sole discretion, reduce any Grant Funds that have not yet been paid by the Board to Grantee if Grantee does not demonstrate compliance with the use of Grant Funds as set forth in Section 2.D, below. The Board's determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for the purpose of performance of the Project, and shall not use the Grant Funds to fund Grantee's administrative and/or overhead costs; provided, however, an amount of the Grant Funds equal to or less than fifteen percent (15%) of the total Project expenditures may be used to fund Grantee's administrative and/or overhead expenses directly attributed to the Project. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to the Project. Grantee shall refund to the Board any Grant Funds not fully dedicated to the Project no later than ninety (90) days after the one (1) year anniversary of the Effective Date.

E. Coordination of Funds. The Grantee is not required to provide in kind and/or matching funds for receipt of Grant Funds but Grantee shall take appropriate and necessary steps to coordinate the use and expenditure of Grant Funds with other funds Grantee may receive through federal, state, or other allocations provided to address the COVID-19 pandemic for emergency response, preparedness, and support for at-risk populations, including but not limited to persons that are homeless. Such coordination shall be required so that Grant Funds and funds from other sources are utilized by Grantee in a manner that maximizes the potential scope and reach of Grantee's efforts to combat the COVID-19 pandemic and thereby maximizes the effectiveness of the Pilot Project.

3. Grantee Data Sheet. Grantee shall complete and execute the Grantee Data Sheet attached as Exhibit D ("Grantee Data Sheet"). Board may, within its sole discretion, demand repayment of any Grant Funds from Grantee should any of the information contained on the Grantee Data Sheet not be true, correct or complete.

4. Board's Ownership of Personal Property. If Grantee's Application anticipates the purchase of personal property such as computer equipment or computer software with Grant Funds, then this personal property shall be purchased in Grantee's name and shall be dedicated exclusively to the Grantee's health care or administrative purposes. If the personal property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, immediately upon the change of use, pay to the Board the fair market value of the personal property at the time of the change of use. After this payment, Grantee may either keep or dispose of the personal property. Grantee shall list all personal property to be purchased with Grant Funds on Exhibit A. This paragraph 4 shall survive the termination or expiration of this Agreement.

5. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's agency submitting the Application (the "Applicant") and the person executing this Agreement is duly authorized by the Applicant to execute this Agreement on the Applicant's behalf. Grantee's County Administrative Officer or his/her designee ("CAO") shall also execute this Agreement on Grantee's behalf. In addition, Grantee shall seek Grantee's board of supervisor's approval or ratification of this Agreement and the execution by the CAO and the Applicant within sixty (60) days of the Effective Date. Should this Agreement and the execution of the CAO and the Applicant not be approved or ratified by Grantee's board of supervisors within such time, Board shall not provide, and shall not be obligated to provide, any additional funding under this Agreement for any reason unless Grantee provides Board with evidence acceptable to Board of Grantee's board of supervisor's approval or ratification before six (6) months after the Effective Date.

6. Interim and Final Progress and Project and Expenditure Reporting. Grantee shall provide an interim project and expenditure report ("Interim Report") and a final project and expenditure report ("Final Report") documenting the use of Grant Funds and such other matters as requested by the Board in a form specified by the Board. Grantee shall provide to Board the Interim Report no later than 11/30/20. Grant shall provide to Board the Final Report no later than 06/30/21.

7. Term. The term of this Agreement shall be from May 1, 2020 to October 31, 2021 unless otherwise extended in writing by mutual consent of the parties.

8. Termination. This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or, (c) by the Board immediately for Grantee's material failure to comply with the terms of this Agreement, including but not limited to the terms specified in paragraphs 2.D through E, 3, 4 5 and 6. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the Board, and shall provide the Board with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

9. Costs. If any legal action or arbitration or other proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

10. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

11. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

12. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any CMSP client.

13. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first-class mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at the addresses listed on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

14. Amendment. All amendments must be agreed to in writing by Board and Grantee.

15. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of Board.

16. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated effective May 1, 2020.

BOARD:
COUNTY MEDICAL SERVICES
PROGRAM GOVERNING BOARD

GRANTEE:
INYO COUNTY HEALTH AND HUMAN
SERVICES

County Administrative Officer:

By: _____
Kari Brownstein, Administrative Officer

By: _____
Title: _____

Applicant:

By: _____
Title: _____

EXHIBIT A

GRANTEE: INYO COUNTY HEALTH AND HUMAN SERVICES

GRANT FUNDS:

Total Amount To Be Paid to Grantee under Agreement: \$100,000

Amount to Be Paid Upon Execution Of This Agreement (05/01/20): \$50,000

Amount To Be Paid Following Receipt of Grantee's Interim Report
(11/30/20): \$40,000

Amount To Be Paid On Board's Determination and Acceptance of Grantee's Final Report
(06/30/21): \$10,000

If Funds will be Used to Purchase Personal Property, List Personal Property to be Purchased:

NOTICES:

Board:
County Medical Services Program Governing Board
Attn: Anna Allard, Grants Manager
1545 River Park Drive, Suite 435
Sacramento, CA 95815
(916) 649-2631 Ext. 120
(916) 649-2606 (facsimile)

Grantee:
Inyo County Health and Human Services
Attn: Clint Quilter, County Administrative Officer
163 May Street
Bishop, CA 93514
(760) 878-0902
(760) 873-6505 (facsimile)

EXHIBIT B
REQUEST FOR APPLICATIONS
BOARD'S REQUEST FOR APPLICATIONS



COVID-19 Emergency Response Grant (CERG) Program REQUEST FOR APPLICATIONS

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM

The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law provided counties with a population of 300,000 or fewer with the option of contracting back with the California Department of Health Services (DHS) to provide health care services to indigent adults.

In April 1995, California law was amended to establish the County Medical Services Program Governing Board (Governing Board) to govern and oversee CMSP. The Governing Board is composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency. The Governing Board sets overall program and fiscal policy for CMSP for the thirty-five California counties that participate in CMSP (CMSP county). CMSP is funded by State Program Realignment revenue (sales tax and vehicle license fees) and County Participation Fees.

The Governing Board operates two benefit programs: CMSP and the Path to Health Pilot Project. CMSP members are medically indigent adults, ages 21 through 64, who are residents of a CMSP county, have incomes less than or equal to 300% of the Federal Poverty Level, and are not eligible for Medi-Cal or Covered California. Path to Health Pilot Project members are undocumented CMSP county residents, ages 26 and older, that are not otherwise eligible for CMSP and are eligible for and enrolled in emergency medical services (restricted scope) under the Medi-Cal program. Beyond CMSP Path to Health, the Governing Board operates various pilot projects and grant programs.

II. ABOUT THE CMSP COVID-19 EMERGENCY RESPONSE GRANT

The CMSP Governing Board seeks to support CMSP counties in responding to the COVID-19 pandemic emergency through the provision of funding to expand the delivery of services that support local preparedness, containment, recovery and response activities in CMSP counties affected by the novel coronavirus. The COVID-19 Emergency Response Grant (CERG) is intended to assist CMSP counties in addressing the needs of various low-income populations with or at-risk of COVID-19 conditions. Applications will be accepted starting April 10, 2020 and no later than June 10, 2020 and awards will be made on a rolling basis.

Examples of emergent needs that could be funded include:

1. Personal Protection Equipment (PPE), Healthcare Equipment and Supplies:

This includes items such as facemasks, gowns, hand sanitizer, and similar supplies

and equipment needed to assist public employees, local health care providers, non-profit human services providers, and first-responders in responding to the COVID-19 pandemic.

2. **Supportive Quarantine Services:** This includes items such as hotel vouchers, rent coverage, food, and personal hygiene supplies for uninsured or underserved populations.
3. **Public Employees Needed for Emergency Response:** This includes salary and fringe benefits for existing employees or new limited-term employees of CMSP county public health, health care, and behavioral health departments required to support and provide assistance to low-income individuals affected by the COVID-19 pandemic.
4. **Non-Profit Human Services Providers Needed for Emergency Response:** This includes community-based non-profit organizations providing emergency support to low-income individuals affected by the COVID-19 pandemic, including salaries and fringe benefits for existing or new limited-term employees.
5. **Public Information and Outreach:** This includes development of public messaging regarding COVID-19 services and emergency response, including radio, print, digital and other means of communication.

III. TARGET POPULATIONS

The target populations for CERG funding must focus on one or more of the following population groups within a CMSP county:

1. Uninsured and/or underinsured low-income adult residents seeking health care services and supports in response to COVID-19 conditions;
2. Specific low-income population groups in the county, including adults, identified as most at risk of COVID-19 conditions based upon current county data on risk and need;
3. Publicly supported low-income adult populations, including those on CMSP, Path to Health, Medi-Cal and/or Medicare, seeking health care services and supports in response to COVID-19 conditions;
4. Low-income adult residents with existing health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services and/or necessary shelter to address COVID-19 conditions.

IV. APPLICANT ELIGIBILITY

Lead Agency Applicant Requirements

COVID-19 Emergency Response Grants shall be focused within each CMSP County. They may focus on one geographic region of a county or operate countywide. The 35 CMSP counties are listed in [APPENDIX A](#).

Only **one** application will be considered from each CMSP County.

The Lead Agency Applicant shall be limited to one of the following CMSP county agencies: County Health and Human Services Agency, County Health Department, County Public Health Department or County Office of Emergency Services.

V. PROGRAM TIMELINE

The CERG program shall provide grant funding for a 12-month period. The following timeline shall guide the program:

04/03/2020	CERG Request for Applications (RFA) Released
04/08/2020	1 st CERG RFA Assistance Webinar at 10:00 AM
04/09/2020	2 nd CERG RFA Assistance Webinar at 2:00 PM
04/10/2020	CERG Grant Program Applications Accepted (begins)
04/17/2020	Approval of CERG Applications Begins (rolling basis) and Grant Awards Announced (by email and posted on CMSP website)
04/20/2020	Execution of Grant Award Agreements Begins (rolling basis)
06/10/2020	Final Date for Submission of CERG Applications (ends)
11/20/2020	Sixth-Month Grant Progress/Expenditure Reports Due (rolling basis)
05/30/2021	County Project and Expenditure Reports Due (rolling basis after 12 months following execution of Grant Award Agreement)

VI. FUNDING AWARDS

The Governing Board, within its sole discretion, may provide funding to counties participating in CMSP for the COVID-19 Emergency Response Grant activities described in this RFA. As approved by the Governing Board on April 2, 2020 the maximum amount of funding available to each participating CMSP County is presented in [APPENDIX A](#). Further, the Governing Board, within its sole discretion, may release all or some portion of the amounts presented in [APPENDIX A](#). Total funding provided by the Governing Board for the COVID-19 Emergency Response Grant Program may equal up to \$10,145,976 for a 12-month grant period.

Unless otherwise determined by the Governing Board, following the Governing Board's approval of a county's COVID-19 Emergency Response Grant Program Application, the CMSP County will receive a total 12-month allocation. One-half (50%) of that amount will be allocated immediately upon execution of the CERG Agreement; forty-percent (40%) will be allocated six months from the Agreement execution date, provided the County submits a required Progress and Expenditure Report; and, ten percent (10%) will be allocated upon receipt of the County's final Project and Expenditure Report. Please refer to [APPENDIX B](#) for allowable and unallowable grant expenses.

VII. FUNDING AWARD DETERMINATION

The Governing Board shall have sole discretion on whether to award funding for a COVID-19 Emergency Response Grant. CERG program applications shall be reviewed to assure that the projects meet necessary standards for receipt of the COVID-19 Emergency Response Grant funding. CERG program applications will be reviewed for completeness in the following areas:

1. Summary of Proposed Grant Funded Activities
 - Description of specific needs to be addressed with grant funding
 - Description of target populations to be served
 - Description of anticipated organizations that will receive funding: eligible county departments and non-profit organizations
 - Description of anticipated services, staff and/or supplies that will be provided by each organization that receives funding (either directly or through subcontract)
2. Budget Request
 - Description of initial proposed use of Grant funds for services, staff and supplies and expected outcomes for each type of expenditure
 - Description of other anticipated COVID-19 funding sources, identified gaps, and coordination of funds
 - Budget (in accordance with the Budget template, [APPENDIX E](#))
3. Data Collection
 - Description of expected data to be collected to demonstrate impact of services provided

VIII. APPLICATION ASSISTANCE

A. RFA Assistance Webinars

To assist CMSP counties, Governing Board staff will conduct two RFA assistance webinars on Wednesday, April 8, 2020 at 10:00 AM and repeated on Thursday, April 9, 2020 at 2:00 PM.

Wednesday, April 8, 2020 at 10:00 AM

Zoom Link:

<https://zoom.us/j/778287474?pwd=ZEkyNGJWYWdsa0VUZ1I2SGFsQ21DZz09>

Zoom Meeting Number: 778 287 474

Zoom Password: 240783

Thursday, April 9, 2020 at 2:00 PM

Zoom Link:

<https://zoom.us/j/243212084?pwd=VHA4TzNqYkVOZUtUOWgxa2RJK2xyZz09>

Zoom Meeting Number: 243 212 084

Zoom Password: 190295

Applicants are encouraged to bring any questions they have regarding the CERG Program requirements and the application process to these webinars.

B. Frequently Asked Questions (FAQ)

Once the application process gets underway, questions that are received by the Governing Board will be given written answers and these questions and answers will be organized into a Frequently Asked Questions (FAQ) document that will be posted on the Governing Board's website under the [COVID-19 Emergency Response Grant Program website page](#).

C. Contact Information

Please direct any questions regarding the RFA to Anna Allard, Grants Manager at aallard@cmspcounties.org or by phone at 916-649-2631 x120.

IX. APPLICATION INSTRUCTIONS & REQUIREMENTS

- A. Applications may be submitted beginning April 10, 2020 through June 10, 2020 at 5:00 PM PST.
- B. Submit all applications via email to grants@cmspcounties.org. Please include the "County name" and "CERG Application" in the subject line of the email.
- C. All applications must be complete at the time of submission and must use the required forms provided. The required forms are available for download on the [COVID-19 Emergency Response Grant Program website page](#).
 1. Completed [CERG Cover Sheet \(APPENDIX C\)](#). The cover sheet must be signed by the Applicant Agency and by the County Administrative Officer, or their designee, of the County requesting the CERG.
 - i. Please include a PDF of the signed version of the CERG Cover Sheet ([APPENDIX C](#)).
 - ii. Please also include an Excel file of the unsigned version of the CERG Cover Sheet ([APPENDIX C](#)).
 2. Completed [CERG Request Form \(APPENDIX D\)](#).
 3. Completed [CERG Budget Template \(APPENDIX E\)](#). Funding requests must not exceed the maximum funding amount for each CMSP county listed within [APPENDIX A](#). Proposed expenditures must be in alignment with the allowable uses of grant funds listed in [APPENDIX B](#). Administrative and/or overhead expenses cannot equal more than 15% of the total project expenditures.

- D. Do not provide any materials that are not requested, as reviewers will not consider the materials.
- E. Only **one** application will be considered from each CMSP County.

X. APPENDICES

[APPENDIX A: Maximum Funding Amount by CMSP County](#)

[APPENDIX B: Allowable Use of Grant Funds](#)

[APPENDIX C: CERG Cover Sheet](#)

[APPENDIX D: CERG Request Form](#)

[APPENDIX E: CERG Budget Template](#)

EXHIBIT C
APPLICATION
GRANTEE'S APPLICATION

APPENDIX C: COVER SHEET
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM

1. CMSP County to Be Served: County of Inyo

2. Funding Request:
Requested Amount : \$100,000

3. Lead Agency Applicant:

Organization: Inyo County Health and Human Services Tax ID Number: 95-6005445
Applicant's Director: Marilyn Mann
Title: Director of Health and Human Services
Address: 163 May Street
City: Bishop State: CA Zip Code: 93514 County: Inyo
Telephone: 760-873-3305 Fax: _____
Email address: mmann@inyocounty.us

4. Primary Contact Person (Serves as lead contact for the project):

Name: Meaghan McCamman
Title: Assistant Director of Health and Human Services
Organization : Inyo County Health and Human Services
Address: 163 May Street
City: Bishop State: CA Zip Code: 93514 County: Inyo
Telephone: 76-873-3305 Fax: _____
Email address: mmccamman@inyocounty.us

5. Secondary Contact Person (Serves as alternate contact):

Name: Stephanie Tanksley
Title: Management Analyst
Organization : Inyo County Health and Human Services
Address: 163 May Street
City: Bishop State: CA Zip Code: 93514 County: Inyo
Telephone: 760-873-3305 Fax: _____
Email address: stanksley@inyocounty.us

6. Financial Officer (Serves as Fiscal representative for the project):

Name: Melissa Best Baker
Title: Senior Management Analyst
Organization : Inyo County Health and Human Services
Address: 155 Market Street
City: Independence State: CA Zip Code: 93526 County: Inyo
Telephone: 760-878-0232 Fax: _____
Email address: mbestbaker@inyocounty.us

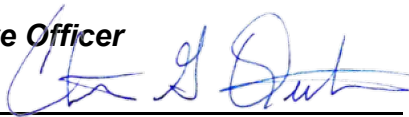
CMSP COVID-19 Emergency Response Grant (CERG) Program

Agreement:


By submitting this application for CMSP COVID-19 Emergency Response Grant, the applicant signifies acceptance of the applicant's responsibility to comply with all requirements stated in the Request for application (RFA) authorized by the County Medical Services Program Governing Board (Governing Board). Further, the applicant understands that should the Governing Board award grant funding to the applicant, the Governing Board is not obligated to fund the grant until the applicant submits the correct and complete documents as required for the grant agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of grant funding; and the grant agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award grant funding of any amount of the applicant.

I declare that I am the authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the CMSP COVID-19 Emergency Response Grant is true and correct.

County Administrative Officer

Signature:  **Date:** _____
Name: Clint Quilter
Title: County Administrative Officer
Organization: County of Inyo
Address: 168 N Edwards St
City: Independence State: CA Zip Code: 93526 County: Inyo
Telephone: 760-878-0902 Fax: _____
Email address: cquilter@inyocounty.us

Lead Agency Director

Signature:  **Date:** _____
Name: Marilyn Mann
Title: Director of Health and Human Services
Organization: Inyo County Health and Human Services
Address: 163 May Street
City: Bishop State: CA Zip Code: 93514 County: Inyo
Telephone: 760-873-3305 Fax: _____
Email address: mmann@inyocounty.us

APPENDIX D: REQUEST FORM

CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM

1) COUNTY NAME: COUNTY OF INYO

2) TARGET POPULATION:

- a. Please indicate below which one or more target population(s) the CMSP COVID-19 Emergency Response Grant Program will be focused on by **placing an X** next to the corresponding target population(s).:
- Uninsured and/or underinsured low-income adult county residents seeking health care services and supports in response to COVID-19 conditions;
 - Specific low-income population groups in the county identified as most at risk of COVID-19 conditions based upon current data on risk and need;
 - Publicly supported populations, including those on CMSP, Path to Health, Medi-Cal and/or Medicare, seeking health care services and supports in response to COVID-19 conditions;
 - Low-income adult residents with existing health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services to address COVID-19 conditions.
- b. Please briefly describe each of the target populations you have identified and the services or interventions that will be supported with CERG funding to address the needs of each of these target populations.

With these funds, the County of Inyo plans to provide supportive quarantine services for low-income, publicly supported, uninsured and underinsured individuals and families.

As Inyo County public health partnered with our local hospitals to plan for an alternate care site (ACS) in case of hospital surge, our local hospital identified that one of their most critically needed supports is not an alternate medical site for the acutely ill (which would be difficult to staff given the shortage of healthcare providers in the Eastern Sierra region) but a safe place for low income and homeless people who are COVID positive and sick, but not in need of hospital care, to go to shelter when they do not have a safe home environment in which to quarantine. This shelter will be available for low-income COVID positive (or presumed positive, symptomatic) patients who either 1) do not have a home; 2) share a home with others who are particularly at-risk if they contract the disease, such as the elderly; immune-compromised, or a variety of other risk factors; or 3) are not acutely sick enough to need hospital care but do need support with the activities of daily living due to their COVID-related illness, and do not have adequate supports at home.

The County of Inyo is seeking to contract for a shelter with a motel directly across the street from Northern Inyo Hospital. This close proximity to the hospital will aid in transport of patients as well as food and medication delivery. The motel has 20 rooms, and we have budgeted for a scenario where the County takes all 20 rooms for one month. Assuming that patients are able to move out of isolation after 14 days, this scenario assumes we serve 40 low-income COVID positive/presumed positive residents at our non-congregate shelter.

We are seeking a contract that will give us the flexibility to serve the 40-assumed patients over a period of several months (assuming we do not fill every bed at all times). This will allow us to maximize our investment throughout the length of the potential COVID pandemic. Our total expected budget for housing 40 patients for 2 weeks each is \$107,760, and we plan to expand upon the CERG funded project with federal public health emergency preparedness (PHEP) funds to the extent necessary.

3) PROPOSED PARTNER ORGANIZATIONS

Please describe the anticipated organizations that will receive CERG funding including eligible county departments and non-profit organizations.

This funding will be utilized by the County of Inyo to provide a non-congregate shelter for low-income COVID-19 positive/presumed positive residents. Some funds may be directed to an emergency alternate care site (ACS) if our hospital experiences extreme surge. The County will contract for the hotel, ACS site, food, hygiene products, linens, and sanitary services directly.

The County will partner with our local volunteer fire departments to staff the shelter and/or alternate care site with EMTs and EMT trainees. We will also work with our local volunteer fire departments to provide transportation from our two hospitals to the non-congregate shelter or ACS. We have set aside up to \$11,000 in CERG funds to fund our local volunteer fire departments for these activities.

All of the planning for the non-congregate shelter is being done in collaboration with our local COC and they are using their funds to assist in sheltering the homeless population to support social distancing, isolation, and quarantine. We may use CERG funds to support transportation of patients to the COC-run shelter and/or support COC shelter operations such as food, hygiene, and sanitary services.

4) BUDGET REQUEST

- a. Applicants are required to complete and submit APPENDIX E: CERG Budget Template.
- b. Describe other anticipated COVID-19 funding sources, identified gaps, and how CERG funds will be coordinated with other efforts.

Inyo County plans to utilize a variety of sources to fund our COVID-19 response efforts. At this time we plan to dovetail the CMSP CERG grant with our Public Health Emergency Preparedness (PHEP) grant, some general fund, and, in partnership with our local Continuum of Care (COC), funds from the Governor's COVID-19 Emergency Homelessness Funding Grant Allocation.

Inyo County's health care delivery system depends on two critical access hospitals – Southern Inyo Healthcare District (SIHD) and Northern Inyo Healthcare District (NIHD). Between them, we have 5 ICU beds and 8 ventilators. The danger of COVID-19 related hospital surge overwhelming our healthcare system is very real. The ability of our healthcare system to surge is further hindered by a lack of health care provider staff. The lack of staff makes it very difficult to contemplate a medical shelter outside of the hospitals – there are simply no providers to staff a medical shelter. Instead, it is critical that we focus on moving patients who are not critically ill out of the hospital as quickly as possible to free up beds. In addition, it's critical that we take shelter-in-place very seriously to avoid an overwhelming number of infections.

With our funds, we've developed a three-pronged plan:

- ***Reduce community transmission of the virus by supporting shelter-in-place through the development of a robust volunteer network, strict restrictions on travel, recreation, and shutting down of essential business, and vigorous and thorough contact tracing through Public Health.***
- ***Provide Supportive Quarantine Services to residents by working with our COC to support the sheltering of homeless individuals through 1) safe, monitored camping/parking facilities with strict no-socialization rules; and 2) the provision of motel rooms as a preventive measure for homeless people who are elderly or otherwise in a population at-risk for COVID-19. In addition, through the CERG funding, we will provide isolation and quarantine rooms to homeless and low-income people who are positive or presumed positive and symptomatic to prevent them from further spreading the disease.***
- ***Prepare for the Worst by planning for our worst case scenario – an alternative care site in the high school gym offering the highest level of medical services for which we can find staff (at a minimum, Basic Life Support level services provided by EMTs) and the acquisition of extra cold storage facilities and body bags as a part of mass fatality planning.***

We plan to use the CMSP CERG funds for Supportive Quarantine Services, specifically to shelter those with COVID-19 who do not have a safe place to quarantine or isolate. \$11,000 of CMSP CERG funds are set aside for Non-Profit Human Services Providers for our local volunteer fire departments to provide transportation of patients and EMT/EMT trainees to staff the ACA.

- c. Describe the proposed use of CERG funds for services, staff and supplies and expected outcomes in the six (6) categories provided below. If no activities are proposed for a specific category, please write "CERG funds are not requested". Proposed expenditures must be in alignment with the allowable uses of grant funds listed in APPENDIX B.

Personal Protection Equipment (PPE), Healthcare Equipment and Supplies:

This includes items such as facemasks, gowns, hand sanitizer, and similar supplies and equipment needed to assist public employees, local health care providers, non-profit human services providers, and first-responders in responding to the COVID-19 pandemic.

We will be purchasing PPE for the ACS and the non-congregate shelter. We are projecting \$3000 in PPE, including masks, gowns, booties, goggles, and other.

Supportive Quarantine Services:

This includes items such as hotel vouchers, rent coverage, food, and personal hygiene supplies for uninsured or underserved populations.

We are projecting \$71,000 for the non-congregate shelter. This will provide for rooms at \$125.00 per day; wrap around services including food, replacing linens; and HAZMAT cleaning of the rooms. This shelter will be available for low-income COVID positive (or presumed positive, symptomatic) patients who either 1) do not have a home; 2) share a home with others who are particularly at-risk if they contract the disease, such as the elderly; immune-compromised, or a variety of other risk factors; or 3) are not acutely sick enough to need hospital care but do need support with the activities of daily living due to their COVID-related illness, and do not have adequate supports at home.

Public Employees Needed for Emergency Response:

This includes salary and fringe benefits for existing employees or new limited-term employees of CMSP county public health, health care, and behavioral health departments required to support and provide assistance to low-income individuals affected by the COVID-19 pandemic.

N/A – using PHEP funds

Non-Profit Human Services Providers Needed for Emergency Response:

This includes community-based non-profit organizations providing emergency support to low-income individuals affected by the COVID-19 pandemic, including salaries and fringe benefits for existing or new limited-term employees.

We are projecting \$11,000 toward our local volunteer fire departments who will be providing EMT staff to work in the non-congregate shelter providing medical support and working in our ACS. They will also be providing transportation from the hospital to these sites.

Public Information and Outreach:

This includes development of public messaging regarding COVID-19 services and emergency response, including radio, print, digital and other means of communication.

N/A

Administration/Overhead Expenses:

Administrative and/or overhead expenses cannot equal no more than 15% of the total project expenditures.

We are projecting \$15,000 to offset the cost to create the plan, budget, data collection, and reporting for this grant. We also will be charging for the time staff spends on developing the plans and coordinating with stakeholders as part of our COVID-19 response for these two strategies.

5) DATA COLLECTION AND REPORTING

Describe the expected data to be collected to document the services provided with CERG funding and to demonstrate the impact of services provided. Also, please identify the lead staff person(s) responsible for preparation of the required progress and expenditure reporting.

We will provide expenditure reports for all of our funds, and can provide numbers of patients served, as well as HIPAA-redacted information about each of the patients utilizing our supportive quarantine services. Patients will be able to utilize the non-congregate quarantine shelter only with a referral from their treating provider. The referral includes 17 demographic questions about the patients that can be shared in an aggregated fashion. A copy of the referral form is prepared and is available upon request.

6) APPLICATION CHECK LIST

- Only **one** application will be considered from each CMSP County.
- Please read the CMSP COVID-19 Emergency Response Grant (CERG) Program Request for Applications available at <https://www.cmspcounties.org/covid-19-county-grants/>.
- Applications may be submitted beginning April 10, 2020 through June 10, 2020 at 5:00 PM PST.
- Submit application via email to grants@cmspcounties.org. Please include the “County Name” and “CERG Application” in the subject line of the email.
- Application must be complete at the time of submission and must use the required forms provided.
- The required forms are available for [download](#):
 - Completed CERG Cover Sheet (APPENDIX C). The cover sheet must be signed by the Applicant Agency and by the County Administrative Officer, or their designee, of the County requesting the CERG.
 - Please include a PDF of the signed version of the CERG Cover Sheet (APPENDIX C).
 - Please also include an Excel file of the unsigned version of the CERG Cover Sheet (APPENDIX C).
 - Completed CERG Request Form (APPENDIX D).
 - Completed CERG Budget Template (APPENDIX E).
- Do not provide any materials that are not requested, as reviewers will not consider the materials.

**APPENDIX E: BUDGET TEMPLATE
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM**

County: Inyo

Instructions: Please complete the sections shaded in blue. CMSP counties are permitted to apply up to the maximum amount of funding allowed per CMSP county listed in APPENDIX A over a one-year project period. The amount requested cannot exceed the total amount allowed per CMSP county. Please enter your best estimate of funds to be spent in the following six (6) categories. Please refer to APPENDIX B for information regarding allowable and unallowable grant expenses. Administrative and/or overhead expenses cannot equal no more than 15% of the total project expenditures.

In addition to completing this Budget Template, applicants need to describe their requested funds in Section 4 of the CERG Request Form (APPENDIX D). Please be aware that awarded CMSP counties will be required to submit a detailed budget as part of the Sixth-Month Grant Progress/Expenditure Report.

Category	Amount Requested
Personal Protection Equipment (PPE) and Supplies	\$ 3,000.00
Supportive Quarantine Services	\$ 71,000.00
Public Employees Needed for Emergency Response	\$ -
Non-Profit Human Services Providers Needed for Emergency Response	\$ 11,000.00
Public Information and Outreach	\$ -
Administration/Overhead Expenses (limited to 15%)	\$ 15,000.00
Total Request	\$ 100,000.00

EXHIBIT D

**COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
GRANTEE DATA SHEET**

Grantee's Full Name:	INYO COUNTY HEALTH AND HUMAN SERVICES
Grantee's Address:	INYO COUNTY HEALTH AND HUMAN SERVICES 163 MAY STREET BISHOP, CA 93514
Grantee's CAO: (Name and Title)	CLINT QUILTER COUNTY ADMINISTRATIVE OFFICER
Grantee's Phone Number:	760-878-0902
Grantee's Fax Number:	760-873-6505
Grantee's Email Address:	cquilter@inyocounty.us
Grantee's Tax Id# [EIN]:	95-6005445

I declare that I am an authorized representative of the Grantee described in this Form. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Form is true and correct.

GRANTEE: INYO COUNTY HEALTH AND HUMAN SERVICES
County Administrative Officer:

By: _____
Title: _____

Applicant:

By: _____
Title: _____



County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 5, 2020

FROM: Cathreen Richards

SUBJECT: Presentation by Planning Department staff regarding a Local Early Action Planning (LEAP) Grants application and a request for Board to authorize the Chairperson to sign a resolution allowing for the Planning Director to submit the grant application.

RECOMMENDED ACTION:

Request Board: A) receive a presentation from staff on the Local Early Action Planning (LEAP) Grant; B) provide comments, and potentially direct staff to submit a LEAP Grant application; and authorize the Chairperson to sign proposed Resolution No. 2020-19 authorizing the application for and receipt of LEAP Planning Grant Funds.

SUMMARY/JUSTIFICATION:

The County's Housing Element is required to be updated by 120-days from April 30, 2021. This round, the 6th Cycle Housing Element, has allocated the County a higher Regional Housing Needs Allocation (RHNA) number than what was used for the 2014 update. The County's RHNA for the 2014 Housing Element update was 160. The 2021 RHNA allocation is 205 for the unincorporated County, 70 units more. The RHNA number is also broken out into income categories including: Very Low (46), Low (40), Moderate (39) and Above Moderate (80). The 2021 Housing Element must identify adequate sites and program actions to accommodate the total RHNA for each income category. This is a new requirement and will take considerable amount of review and evaluation of sites to be included in the update and will need a strong public outreach component. Site review and work will also pull from the proposed analysis to be conducted under the SB2 grant already approved for the County. Once this funding is made available, a vacant lands inventory will be conducted and potential land for residential up-zoning, commercial/residential infill, mobile home parks and ADU development will be identified. This information will be used for the Housing Element update.

Funding

The LEAP funding is being applied for to hire a consultant to work with staff on the County's Housing Element update. The funds from the state are directed at planning assistance that helps to achieve housing goals and can be used for 6th Cycle Housing Elements. This grant funding will be allocated by an "over the counter" non-competitive means to all eligible jurisdictions in the State. The application (attached) for this funding is out and is due by July 30, 2020. The application requires a signed resolution (attached) from the Board of Supervisors approving its submittal. Inyo County is considered a 'small county' with regard to the funding allocations, and therefore, is entitled to \$65,000.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County could not apply for the LEAP grant funding. This is not recommended as this funding can provide the means to evaluate and update the General Plan Housing Element that the County does not otherwise have.

OTHER AGENCY INVOLVEMENT:

California Department of Housing and Community Development

FINANCING:

The grant will cover consultant cost. Staff resources will be paid through the Planning Department FY 20-21 budget.

ATTACHMENTS:

1. LEAP - Resolution No. 2020-19
2. LEAP Grant Application

APPROVALS:

Cathreen Richards
Darcy Ellis
Marshall Rudolph
Cathreen Richards

Created/Initiated - 4/24/2020
Approved - 4/27/2020
Approved - 4/28/2020
Final Approval - 4/28/2020

RESOLUTION NO. 2020-19

**“A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT
PLANNING SUPPORT GRANT FUNDS”**

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the “Board of Supervisors” of Inyo County desires to submit a LEAP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

Now, therefore, the “Board of Supervisors” of Inyo County (“Applicant”) resolves as follows:

SECTION 1. The Planning Director is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the Planning Director of Inyo County is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$65,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

ADOPTED ON May 5, 2020, by the “Board of Supervisors” of Inyo County by the following vote count:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Kingsley, Chairperson, Board of Supervisors

ATTEST:

Clint Quilter, Clerk of the Board

by _____
Assistant Clerk of the Board

Local Early Action Planning Grant Application



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Doug McCauley, Acting Director
Department of Housing and Community Development**

**Zachary Olmsted, Deputy Director
Department of Housing and Community Development
Housing Policy Development**

2020 West El Camino, Suite 500
Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>

Email: EarlyActionPlanning@hcd.ca.gov

January 27, 2020

LEAP Application Packaging Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized underneath the Local Early Action Planning Grants (LEAP) provisions pursuant to Health and Safety Code Sections 50515 through 50515.05. LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production and facilitate compliance in implementing the sixth cycle of the regional housing need assessment. If you have questions regarding this application or LEAP, email earlyactionplanning@hcd.ca.gov.

If approved for funding, the LEAP application is incorporated as part of your Standard Agreement with the Department. In order to be considered for funding, all sections of this application, including attachments and exhibits if required, must be complete and accurate.

All applicants must submit a complete, signed, original application package and digital copy on CD or USB flash drive to the Department and postmarked by the specified due date in the NOFA. Applicants will demonstrate consistency with LEAP requirements by utilizing the following forms and manner prescribed in this application.

- Pages 3 through 14 constitute the full application (save paper, print only what is needed)
- Attachment 1: Project Timeline and Budget: Including high-level tasks, sub-tasks, begin and end dates, budgeted amounts, deliverables, and adoption and implementation dates.
- Attachment 2: Nexus to Accelerating Housing Production
- Attachment 3: State and Other Planning Priorities
- Attachment 4: Required Resolution Template
- Government Agency Taxpayer ID Form (available as a download from the LEAP webpage located at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>)
- If the applicant is partnering with another local government or other entity, include a copy of the legally binding agreement; and
- Supporting documentation (e.g., letters of support, scope of work, project timelines, etc.)

Pursuant to Section XII of the LEAP 2020 Notice of Funding Availability (NOFA), the application package must be postmarked on or before July 1, 2020, and received by the Department at the following address:

**Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833**

A. Applicant Information and Certification

Applicant (Jurisdiction)			
Applicant's Agency Type			
Applicant's Mailing Address			
City			
State	California	Zip Code	
County			
Website			
Authorized Representative Name			
Authorized Representative Title			
Phone		Fax	
Email			
Contact Person Name			
Contact Person Title			
Phone		Fax	
Email			
Proposed Grant Amount	\$		
<p><i>Pursuant to Health and Safety Code Section 50515.03 through (d) of the Guidelines, all applicants must meet the following two requirements to be eligible for an award:</i></p>			
<p>1. Does the application demonstrate a nexus to accelerating housing production as shown in Attachment 1?</p>			Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>2. Does the application demonstrate that the applicant is consistent with State Planning or Other Priorities; Attachment 2?</p>			Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Is a fully executed resolution included with the application package?</p>			Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Does the address on the Government Agency Taxpayer ID Form exactly match the address listed above?</p>			Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Is the applicant partnering with another eligible local government entity? If Yes, provide a fully executed copy of the legally binding agreement.</p>			Yes <input type="checkbox"/> No <input type="checkbox"/>

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Local Early Action Planning Program (LEAP), the _____ assumes the responsibilities specified in the Notice of Funding Availability and certifies that the information, statements and other contents contained in this application are true and correct.

Signature: _____ Name: _____

Date: _____ Title: _____

B. Proposed Activities Checklist

Check all activities the locality is undertaking. Activities must match the project description.		
1	<input type="checkbox"/>	Rezoning and encouraging development by updating planning documents and zoning ordinances, such as general plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs
2	<input type="checkbox"/>	Completing environmental clearance to eliminate the need for project-specific review
3	<input type="checkbox"/>	Establishing housing incentive zones or other area based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code
4	<input type="checkbox"/>	Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents
5	<input type="checkbox"/>	Planning documents to promote development of publicly owned land such as partnering with other local entities to identify and prepare excess or surplus property for residential development
6	<input type="checkbox"/>	Revamping local planning processes to speed up housing production
7	<input type="checkbox"/>	Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code
8	<input type="checkbox"/>	Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas
9	<input type="checkbox"/>	Rezoning to meet requirements pursuant to Government Code Section 65583(c)(1) and other rezoning efforts to comply with housing element requirements, including Government Code Section 65583.2(c) (AB 1397, Statutes of 2018)
10	<input type="checkbox"/>	Upzoning or other implementation measures to intensify land use patterns in strategic locations such as close proximity to transit, jobs or other amenities
11	<input type="checkbox"/>	Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps); Establishing Pre-approved architectural and site plans
12	<input type="checkbox"/>	Preparing and adopting housing elements of the general plan that include an implementation component to facilitate compliance with the sixth cycle RHNA
13	<input type="checkbox"/>	Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) that accommodate the development of housing and infrastructure and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation
14	<input type="checkbox"/>	Zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)
15	<input type="checkbox"/>	Zoning incentives for housing for persons with special needs, including persons with developmental disabilities
16	<input type="checkbox"/>	Planning documents related to carrying out a local or regional housing trust fund
17	<input type="checkbox"/>	Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15% of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production
18	<input type="checkbox"/>	Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production
19	<input type="checkbox"/>	Establishing Prohousing Policies

C. Project Description

*Provide a description of the project and each activity using the method outlined below, and ensure the narrative speaks to **Attachment 1: Project Timeline and Budget**.*

- a. Summary of the Project and its impact on accelerating production*
- b. Description of the tasks and major sub-tasks*
- c. Summary of the plans for adoption or implementation*

Please be succinct and use Appendix A or B if more room is needed.

D. Legislative Information

District	#	Legislator Name
Federal Congressional District		
State Assembly District		
State Senate District		

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>.

Attachment 1: Project Timeline and Budget

Task	Est. Cost	Begin	End	Deliverable	Notes
Total Projected Cost \$					

Include high-level tasks, major sub-tasks (Drafting, Outreach, Public Hearings and Adoption), budget amounts, begin and end dates and deliverables. If other funding is used, please note the source and amount in the Notes section.

Attachment 2: Application Nexus to Accelerating Housing Production

Applicants shall demonstrate how the application includes a nexus to accelerating housing production by providing data regarding current baseline conditions and projected outcomes such as a reduction in timing, lower development costs, increased approval certainty, increases in number of entitlements, more feasibility, or increases in capacity. An expected outcome should be provided for each proposed deliverable. If necessary, use Appendix B to explain the activity and its nexus to accelerating housing production.

Select at least one	*Baseline	**Projected	***Difference	Notes
Timing (e.g., reduced number of processing days)				
Development cost (e.g., land, fees, financing, construction costs per unit)				
Approval certainty and reduction in discretionary review (e.g., prior versus proposed standard and level of discretion)				
Entitlement streamlining (e.g., number of approvals)				
Feasibility of development				
Infrastructure capacity (e.g., number of units)				
Impact on housing supply and affordability (e.g., number of units)				

*** Baseline – Current conditions in the jurisdiction (e.g. 6-month development application review, or existing number of units in a planning area)**

****Projected – Expected conditions in the jurisdiction because of the planning grant actions (e.g. 2-month development application review)**

*****Difference – Potential change resulting from the planning grant actions (e.g., 4-month acceleration in permitting, creating a more expedient development process)**

Attachment 3: State and Other Planning Priorities Certification (Page 1 of 3)

Applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by selecting from the list below activities that are proposed as part of this application or were completed within the last five years. Briefly summarize the activity and insert a date of completion.

State Planning Priorities

Date of Completion	Brief Description of the Action Taken
Promote Infill and Equity	
	<i>Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.</i>
	<i>Seek or utilize funding or support strategies to facilitate opportunities for infill development.</i>
	<i>Other (describe how this meets subarea objective)</i>
Promote Resource Protection	
	<i>Protecting, preserving, and enhancing the state’s most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.</i>
	<i>Actively seek a variety of funding opportunities to promote resource protection in underserved communities.</i>
	<i>Other (describe how this meets subarea objective)</i>
Encourage Efficient Development Patterns	
	<i>Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:</i>
	<i>(1) Uses land efficiently.</i>

Attachment 3: State and Other Planning Priorities Certification (Page 2 of 3)

	<i>(2) Is built adjacent to existing developed areas to the extent consistent with environmental protection.</i>
	<i>(3) Is located in an area appropriately planned for growth.</i>
	<i>(4) Is served by adequate transportation and other essential utilities and services.</i>
	<i>(5) Minimizes ongoing costs to taxpayers.</i>
	<i>Other (describe how this meets subarea objective)</i>

Other Planning Priorities

	Affordability and Housing Choices
	<i>Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.</i>
	<i>Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.</i>
	<i>Upzoning or other zoning modifications to promote a variety of housing choices and densities.</i>
	<i>Utilizing surplus lands to promote affordable housing choices.</i>
	<i>Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.</i>
	<i>Other (describe how this meets subarea objective)</i>

Attachment 3: State and Other Planning Priorities Certification (Page 3 of 3)

Conservation of Existing Affordable Housing Stock	
<i>Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.</i>	
<i>Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.</i>	
<i>Other (describe how this meets subarea objective)</i>	
Climate Adaptation	
<i>Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.</i>	
<i>Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.</i>	
<i>Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).</i>	
<i>Other (describe how this meets subarea objective)</i>	

Certification: I certify under penalty of perjury that all information contained in this LEAP State Planning and Other Planning Priorities certification form (Attachment 2) is true and correct.

Certifying Officials Name: _____

Certifying Official's Title: _____

Certifying Official's Signature: _____ Date: _____

Attachment 4: Required Resolution Template

RESOLUTION NO. [insert resolution number]

A RESOLUTION OF THE [INSERT EITHER “CITY COUNCIL” OR “COUNTY BOARD OF SUPERVISORS”] OF [INSERT THE NAME OF THE CITY OR COUNTY] AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the [insert either “City Council” or “County Board of Supervisors”] of [insert the name of the City or County] desires to submit a LEAP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

Now, therefore, the [insert either “City Council” or “County Board of Supervisors”] of [insert the name of the city or county] (“Applicant”) resolves as follows:

SECTION 1. The [insert the authorized designee’s TITLE ONLY] is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the [insert the authorized designee’s TITLE ONLY] of the [insert the name of the City or County] is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of [**\$ enter the dollar amount of the Applicant’s request**], and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

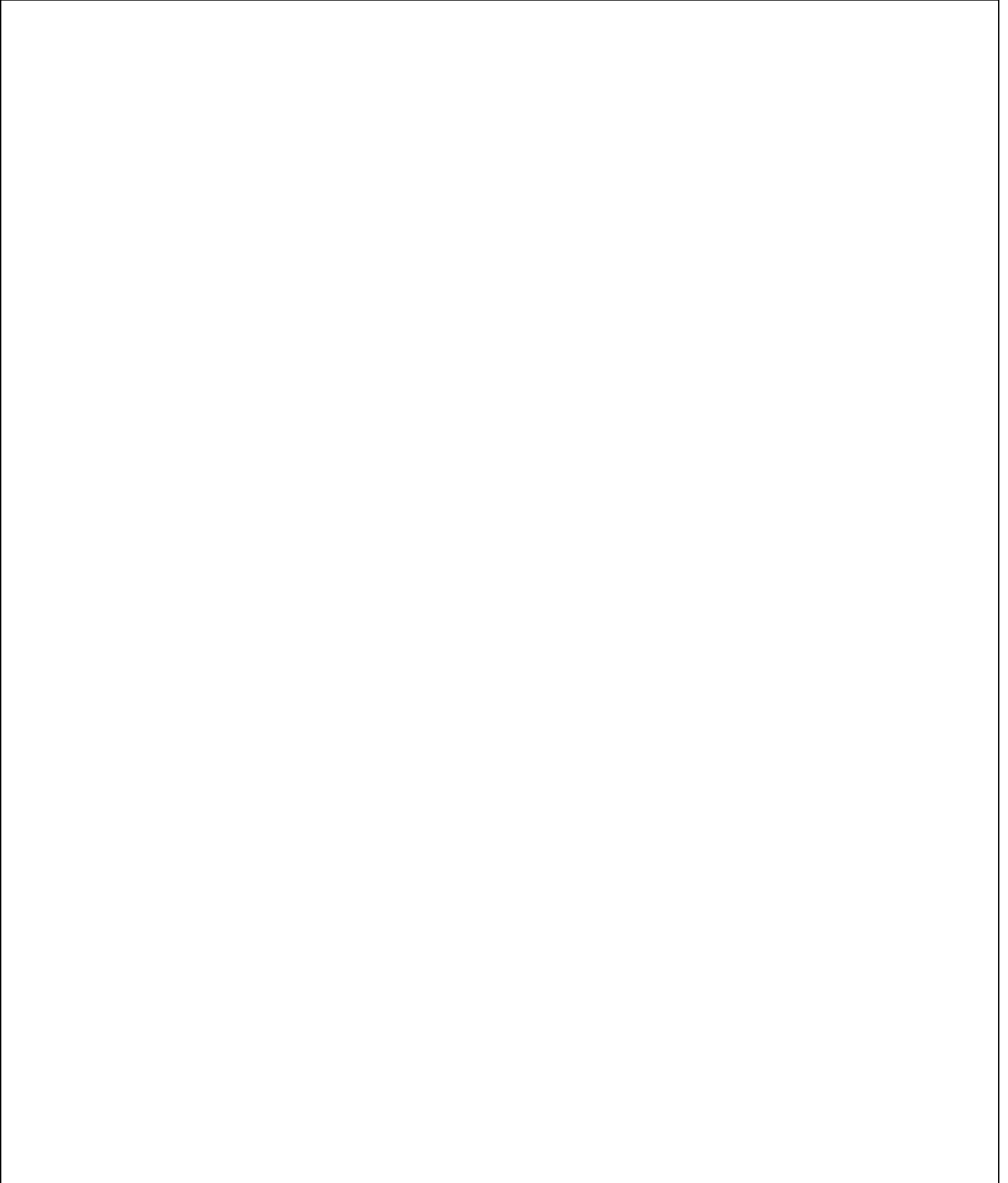
ADOPTED ON [insert the date of adoption], by the [insert either “City Council” or “County Board of Supervisors”] of [insert the name of the City or County] by the following vote count:

AYES: NOES: ABSENT: ABSTAIN:

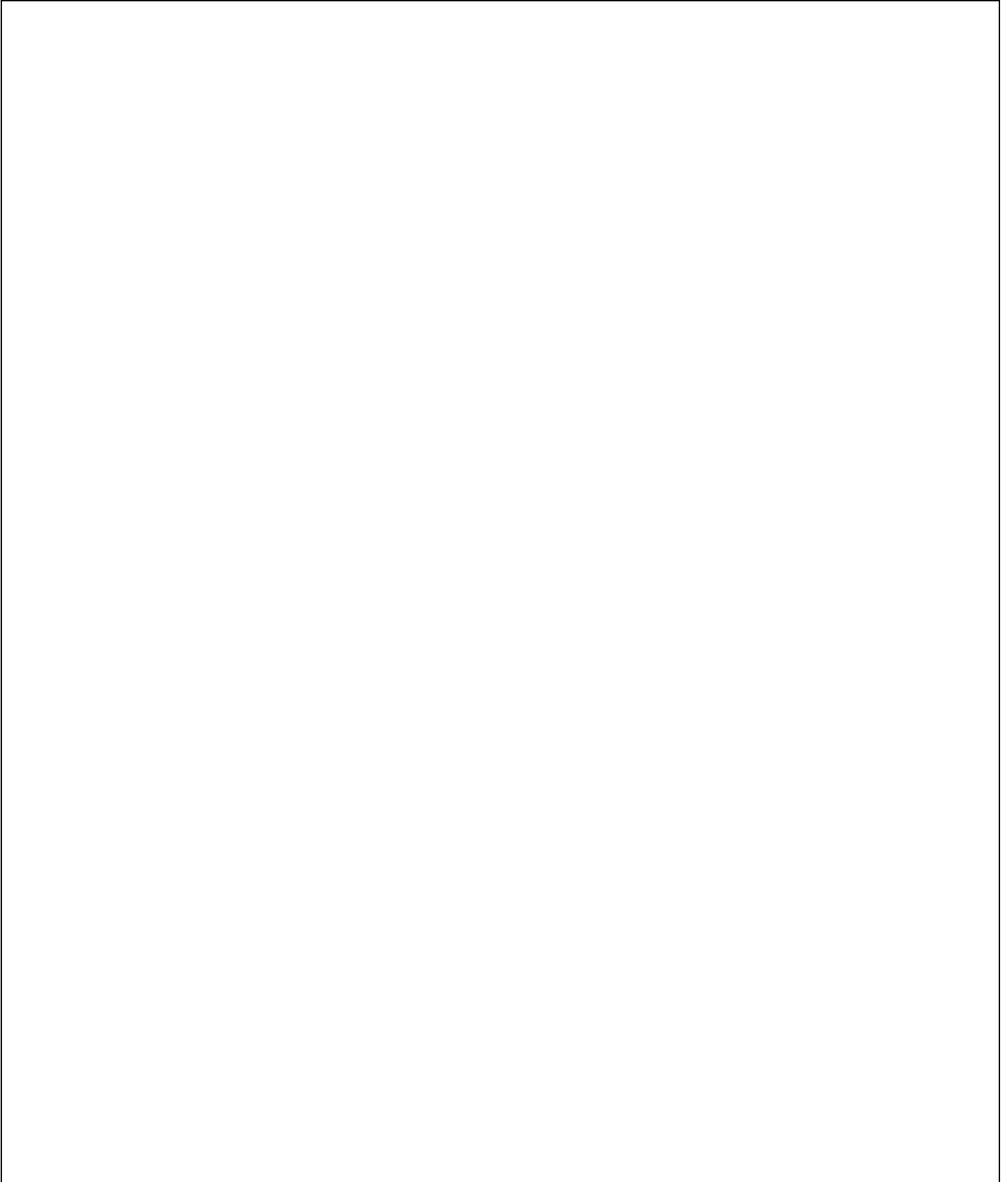
_____ ATTEST: APPROVED AS TO FORM:
[Signature of Attesting Officer]

_____ APPROVED
[Signature of approval]

Appendix A



Appendix B





County of Inyo



Public Works - Building & Safety

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 5, 2020

FROM: Tyson Sparrow

SUBJECT: Repealing and Replacing Title 14 of Inyo County Code

RECOMMENDED ACTION:

Request Board read title and waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing and Replacing Title 14 of the Inyo County Code Related to Building and Safety Standards," and schedule enactment for 10:30 a.m. on Tuesday, May 12, 2020, in the Board of Supervisors Chambers, County Administrative Center, Independence

SUMMARY/JUSTIFICATION:

Title 14 of the Inyo County Code contains Inyo County's rules regarding building and safety standards. It has not been updated since 1985. Consequently, it refers to an out-of-date version of the California Building Code and lacks certain regulations that the Building Department believes are necessary to ensure public health and safety.

The Building Department, in conjunction with County Counsel, Planning, the Water Department, and Environmental Health, has overhauled Title 14 so that it refers to the most recent version of the California Building Code. These updates have also added some additional regulatory provisions to ensure that construction in Inyo County occurs in a safe and orderly manner. This new version of Title 14 can be broken down as follows:

- Chapter 14.04 - Contains general rules regarding building permits
- Chapter 14.08 - Adopts the relevant building codes, sets out fees for building permits, explains how to contest a decision of the Building Department, and sets out rules regarding electrical connections
- Chapter 14.12 - Establishes construction site regulations
- Chapter 14.16 - Establishes rules regarding building moving and demolition
- Chapter 14.20 - Establishes a fire mitigation fee system that local fire districts may choose to implement
- Chapter 14.24 - Establishes rules regarding wells. This section has been renumbered, but only has very minor edits provided by the Water Department.
- Chapter 14.28 - Establishes rules regarding flood damage prevention. This section has been renumbered, but has not been edited.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to adopt these updates to Title 14, or could adopt only some of these updates. However, this is not recommended, as Title 14 is out of date and should be modernized.

OTHER AGENCY INVOLVEMENT:

Environmental Health, Planning, County Counsel, Water Department

FINANCING:

ATTACHMENTS:

1. Title 14 Update Ordinance
2. Exhibit A - New Title 14

APPROVALS:

Darcy Ellis
Marshall Rudolph
Michael Errante

Created/Initiated - 4/21/2020
Approved - 4/21/2020
Final Approval - 4/22/2020

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING AND REPLACING TITLE 14 OF THE INYO COUNTY CODE RELATED TO BUILDING AND SAFETY STANDARDS

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to update Title 14 of the Inyo County Code to reflect changes in building and safety standards that have occurred since Title 14's last update.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority given the Inyo County Board of Supervisors by California Health and Safety Code Sections 17958 and 17958.5, which authorize the County to adopt building and safety standards, and Title 24 of the California Code of Regulations, which imposes mandatory building and safety standards on all construction in California.

SECTION THREE. REPEAL AND REPLACEMENT OF TITLE 14.

The current version of Title 14 of the Inyo County Code is hereby repealed in its entirety and replaced with the new version of Title 14, attached hereto as Exhibit A.

SECTION FOUR. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

SECTION FIVE. CEQA COMPLIANCE.

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

SECTION SIX. EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby

instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

PASSED AND ADOPTED this 5th day of May, 2020, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

MATT KINGSLEY, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board

Exhibit A

Title 14

BUILDING AND SAFETY

Chapters:

- 14.04 General Provisions**
- 14.08 Building Regulations**
- 14.12 Construction Site Regulations**
- 14.16 Building Moving and Demolition**
- 14.20 Fire Mitigation Fees**
- 14.24 Water Wells**
- 14.28 Flood Damage Prevention**

Chapter 14.04 – GENERAL PROVISIONS

Sections:

14.04.010	Title.
14.04.020	Administration.
14.04.030	Scope.
14.04.040	Habitation restrictions.
14.04.050	Permits—Application.
14.04.060	Building Permit Expiration.
14.04.070	Applicability restriction.
14.04.080	Planning, health, public works and other required approvals prerequisite to building permits issuance.

14.04.010 Title.

Title 14 shall be known as the “County Building and Safety Ordinance.”

14.04.020 Administration.

For the purpose of administering and enforcing this title, there is established in the county, within the Department of Public Works, a Building Official.

- A. The Building Official is authorized and directed to enforce all the provisions of this title, and for such purpose, he shall have the powers of a peace officer, provided that he has obtained the required peace officer certifications under California law.
- B. The determination of value or valuation under any of the provisions of this title shall be made by the Building Official.
- C. The Director of the Inyo County Public Works Department shall serve as the Inyo County Building Official. The Director of Public Works may appoint such deputies, officers, inspectors, assistants and other employees as shall be authorized by the Board of Supervisors in order to carry out his duties as the Building Official.
- D. The Building Official is designated as the county enforcement official referred to in Section 19121 of the Health and Safety Code of the State of California.
- E. Upon presentation of proper credentials and during the time that a building permit for a structure, building, or premises is in effect, the Building Official may enter at reasonable times said structure, building, or premises to perform any duty imposed upon him by this Title and to make any inspections, re-inspections or tests of any installation.

14.04.030 Scope.

The provisions of this Title shall apply to all buildings and structures in the unincorporated territory of Inyo County, except to the extent that any building or structure may be exempted from compliance by the California Building Code, state, or federal law.

14.04.040 Habitation restrictions.

Notwithstanding any provisions of this title, no one shall use as a place of habitation, residence or business any discarded, used, secondhand, salvaged, abandoned boxcar, refrigerator car, recreational

vehicle, motor bus body or similar vehicle body; provided however, nothing herein shall prohibit the use of said structures for other than places of abode, habitation or business; and provided further, nothing contained herein shall prohibit the use of said structures for places of abode, habitation or business providing such structures are altered, changed or reconstructed so as to comply with all other conditions and requirements of this Title.

14.04.050 Permits—Application.

Notwithstanding any state or federal law or County ordinance exempting certain buildings or structures from the application of this Title, any person may submit an application for a permit to construct any building or structure otherwise exempted from the application of this title. If a permit is granted, the provisions of this Title shall thereafter apply to said construction.

14.04.060 Building Permit Expiration.

All building permits and planchecks will expire under the following conditions:

- A. All applications and plans submitted for plan review shall become void after a period of twelve months (one year) from the time of application. At this time any further application for the project will require a new plan check fee and new application submitted.
- B. All building division permits will become void thirty-six months (three years) after issuance, unless:
 1. A written request for a permit extension is submitted;
 2. The construction is progressing at a proponent's best rate; and
 3. The construction activity is posing no life-safety threat to the public or to any person.
- C. If the building or work authorized by such permit is not commenced within one year from the date of permit issuance, or work authorized by such permit is suspended or abandoned at any time after the work is commenced, the permit's suspension and/or abandonment shall be determined by a lack of progress inspections for a period of more than one year since the last previously documented inspection. If a permit has expired, no work can recommence until a new application is applied for, plan check is completed, all permit fees are paid, and a new permit is issued.
- D. To receive an extension of time on an expired building permit, the applicant shall submit a written request detailing the extenuating circumstances that prevented the completion of the project in the allotted time limits of the issued permit.
 1. Upon review and approval by the Building Inspector, an extension may be granted for an additional year. Should this additional twelve months (one year) time elapse, a new building permit shall be obtained prior to the continuation of work on the project.
 2. The new permit fee will be calculated on the hourly amount of plancheck required to reissue the permit, the balance of the work to be completed, and number of inspections estimated to final the issued permit.

14.04.070 Applicability restriction.

The provisions of this Title or any amendment thereto, shall not apply to any building or structure, the foundations of which were completed prior to the effective date of the ordinance codifying this Title, provided the construction is continued without undue interruptions or delays after the completion of such foundations. Provided, however, that nothing in this section shall be construed to exempt any building or structure from compliance with any pre-existing state or federal laws.

14.04.080 Planning, health, public works and other required approvals prerequisite to building permits issuance.

No building permits shall be issued for any building for which an individual sewage disposal system, a connection to a public sewage collection system, an individual water supply system and/or a connection to a public water supply system must be installed, altered or added to until the Building Official is satisfied that all required application reviews for permits issued by any other County department have been completed.

Chapter 14.08 – BUILDING REGULATIONS

Sections:

14.08.010	Purpose of chapter.
14.08.020	Express findings.
14.08.030	Codes adopted by reference.
14.08.040	Building permit fees.
14.08.050	Plancheck.
14.08.060	Violation – penalties.
14.08.070	Election of remedy.
14.08.080	Liability of county employees.
14.08.090	Board of appeals.
14.08.100	Utility connection.
14.08.110	Erly connection of utility service; temporary power poles.
14.08.120	Snow loads.
14.08.130	Wind loads.
14.08.140	Defensible space and fire hazard reduction.
14.08.150	Manufactured truss submittal requirements.

14.08.010 Purpose of Chapter

This Chapter is enacted for the purpose of adopting rules and regulations for the protection of the public health, safety and general welfare of the occupants and the public; governing the creation, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court area, sanitation, ventilation, and maintenance of any building used for human habitation; provided, however, that nothing in the codes adopted in this Chapter shall be construed to prevent any person from performing his own building, mechanical, plumbing, or electrical work when performed in compliance with this Chapter.

14.08.020 Express Findings

The Inyo County Board of Supervisors makes express findings that the listed local modifications, additions, and amendments to the building standards contained in California Building Standards Codes, Title 24, are reasonably necessary because of local climatic, geological or topographical conditions, including snow loads, freezing temperatures, high winds, and remote mountain terrain. These local government amendments also provide a more restrictive building standard than that contained in California Building Standards Codes, Title 24, by including listed appendices and codes detailing requirements specific to the local climatic, geological or topographical conditions of Inyo County.

14.08.030 Codes adopted by reference.

All Parts of the most recent version of the California Code of Regulations, Title 24, are hereby adopted in the County of Inyo as a matter of state law, subject to the modifications and amendments contained in this Chapter.

14.08.040 Building Permit Fees

All permit fees, including building, electrical, plumbing, and mechanical permits, shall be paid to the Building Department in an amount set forth and adopted by resolution of the Board of Supervisors. The

fee shall be calculated so as to recover the total cost of administration and enforcement of all rules and regulations surrounding building permits, but shall not exceed the actual cost of the regulatory program authorized by this Title.

14.08.050 Plancheck.

Permit applications containing engineered design submitted to the Inyo County Building Department for plancheck review exceeding conventional light-frame construction code provisions in order to address seismic design, wind load, ground snow load, or because of unconventional or irregular design, may be subject to plancheck review by in-house personnel or contract engineering consultants as determined on a case-by-case basis by the Building Official. All commercial structures containing engineering design requirements shall be subject to plancheck review. The expense for such plancheck and design review by in house personnel and/or contract engineering consultants shall be paid by the project applicant.

14.08.060 Violation – penalties.

- A. Unlawful Acts. It shall be unlawful for any person, vendor, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building, structure, or building service equipment or cause or permit the same to be done in violation of this Title and the technical codes as amended and adopted by the County. The use or occupancy of any building in violation of any of the provisions of this code or the technical codes as adopted by the county is declared to be a public nuisance per se.
- B. Notice of Violation. The Building Official shall be vested with the necessary powers and duties to enforce the provisions of this Title. The Building Official and his or her deputy inspectors may issue citations for violations and serve a notice of the citation on the person responsible for the erection, construction, alteration, expansion, repair, moving, removal, demolition or occupancy of a building or structure in violation of this Title or in violation of a permit or certificate issued under this Title.
 - 1. The Building Official shall have the discretion to determine the time within which the citation will require the cessation of the unlawful act(s). The Building Official is authorized to order the immediate cessation of unlawful act(s) if he determines that immediate cessation is necessary to preserve public health and safety.
 - 2. In determining the timeframe within which cessation of the unlawful act must occur, the Building Official may consider the following list of non-exclusive factors:
 - i. The degree of danger posed to any occupants or inhabitants of the structure in question;
 - ii. The degree of danger posed to the public due to the unlawful condition of the structure in question;
 - iii. Any good faith efforts by the owner of the structure in question to voluntarily abate the unlawful condition;
 - iv. The availability of contractors, engineers, or other construction professionals whose expertise will be necessary to abate the unlawful condition.
 - 3. A citation issued pursuant to this subsection shall constitute an order or final determination as that term is used in Section 14.08.090.
- C. Violation Penalties.

1. Where work for which a permit is required by this code has been started prior to obtaining the required permits, the permit fees shall be assessed at a rate to recoup the time and materials spent by the building division staff to mitigate the violation. The payment of such assessed fees shall not relieve any persons from fully complying with the requirements of this Title in execution of the work nor from any other penalties, prescribed herein.
 2. In addition to any remedy set forth in any of the codes enumerated in this Chapter, any person, association or corporation violating any of the provisions of this Title is guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine of not more than five hundred dollars per day that the offense is maintained or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment. Each day's maintenance of a violation of this Title shall be considered a separate offense.
- D. The procedures described in section 14.08.060 and section 14.08.090 shall constitute the means of enforcing the provisions of this Title. Except where expressly adopted, the abatement procedures described in Title 22 of the Inyo County Code shall not apply to any alleged violations of this Title.

14.08.070 Election of remedy.

The prosecution of a criminal action pursuant to Section 14.08.060 shall not preclude the initiation of any civil or administrative action, or vice versa.

14.08.080 Liability of county employees.

This Title shall not be construed as imposing upon the county, or upon any of its officers or employees, any liability or responsibility for damage resulting from defective building, plumbing or electrical work; nor shall the county, or any officer or employee thereof, be held as assuming any such liability or responsibility by reason of any inspection under this Title.

14.08.090 Board of Appeals.

Any individual who believes that he has been aggrieved by an order or final determination made by the Building Official relative to the application and interpretation of this Title must challenge that order or determination via the process set forth below:

- A. Initial challenge. Within thirty days of the date of issuance of the order or determination that the individual seeks to challenge, the individual must file with the Director of Public Works and the Building Official or inspector who issued the order being challenged a written statement that sets out:
 1. The order or determination being challenged;
 2. The date of issuance of that order or determination;
 3. The basis for challenging the order or determination;
 4. The alleged defects in the order or determination.
- B. The Director of Public Works shall review the initial challenge described in subsection (A) and determine the appropriate course of action. The Director of Public Works shall inform the property owner of his decision in writing within thirty days of the receipt of the initial challenge.
- C. Right of Appeal. If the initial challenge is denied, the individual who filed the initial challenge may appeal the Director of Public Works' decision. The appeal must be in writing and must be

filed with the Building Official and the Director of Public Works. The appeal must set forth all reasons why the decision of the Director of Public Works should be modified or reversed.

1. The Director of Public Works shall forward the appeal to the County Administrative Officer. After determining that the appeal is timely and complies with all procedural requirements set forth in this section, the County Administrative Officer shall designate at least three but no more than five individuals who will serve as a hearing board to decide the appeal. The individuals appointed to the hearing board may consist of Inyo County employees or community members with knowledge of construction principles, the California Building Code, or public safety and planning matters.
2. The individuals who make up the hearing board shall have had no prior involvement with the order or determination that is being challenged in the appeal.
3. Within sixty days of the receipt of the appeal, the hearing board shall hear the appeal.
4. The Building Official shall have the burden of proving that his order or determination is consistent with this Title or other applicable building and safety regulations.
5. The individual who filed the appeal may present written and oral evidence to show that the Building Official's decision was erroneous.
6. The rules of evidence shall not apply to the hearing.
7. The decision of the hearing board must be in writing and shall be served on the individual who filed the appeal within twenty days of the hearing.

D. Finality of Decision. The decision of the hearing board shall be the final administrative decision. No further administrative appeals to the county board of supervisors or any other county board or commission shall be permitted.

14.08.100 Utility connection.

It is unlawful for any person, including utility companies, to connect electric power lines or liquefied petroleum gas permanently to any building or structure for which a permit is required by this Title until such structure complies with all applicable ordinances and codes and has been approved by the Building Official in a final inspection as required under the California Building Code. This section shall not prohibit the erection and use of temporary power poles when approved by the Building Official; provided that such temporary electrical connections and facilities must be removed prior to connection of permanent lines.

14.08.110 Early connection of utility service; temporary power poles.

Where no building is located on a lot or parcel, no permit shall be issued for an electrical connection, a septic system, or an accessory building prior to issuance of a permit for a primary structure to be constructed on the lot or parcel.

A. Exception – Temporary power poles to be used during construction.

1. Such power poles may be issued prior to the main use being established, provided the following conditions have been met:
 - i. All required plans have been submitted.
 - ii. All plan check fees, building permit fees, and any special fees have been paid in full.
 - iii. All temporary electric power poles shall be installed per the requirements found in Article 590 of the most current version of the California Electrical Code (California Code of Regulations, Title 24, Part 3).

2. All permits for temporary power poles are valid for a maximum of 6 months from the date of issuance; provided, however, that the Building Official may, at his or her discretion, extend the permit for additional 6-month periods if he determines that construction has commenced and that reasonable progress has been made.
 3. Permanent electrical service may be connected to a building or structure prior to building division final inspection and approval provided:
 - i. The applicant completes a Temporary Power Agreement, on a form supplied by the Building Official stating that the project is ninety percent complete and meets all requirements of the building division, and executes a disconnect order which authorizes the county to disconnect, under the applicants' liability and expense, in the event of unauthorized usage and/or failure to meet the executed schedule.
 - ii. The applicant completes a temporary power agreement and executes a disconnect order which authorizes the county to disconnect. Under the applicants' liability and expense the power will be disconnected and the bond forfeited in the event of unauthorized usage and/or failure to meet schedule.
- B. Exception – Non-residential electrical service
1. Permanent electrical service may be connected to machinery permanently affixed to the parcel provided all of the following conditions have been met:
 - i. All required permits have been obtained and all required permit fees have been paid in full.
 - ii. The applicant completes a Non-Residential Power Agreement, on a form supplied by the Building Official, stating that the electrical service is necessary to power machinery permanently affixed to the parcel; that the Building Official may, at his discretion and without notice, inspect the electrical connection to ensure that it is not being used to service a human habitation; and that the County is authorized to disconnect the electrical service, at the applicant's liability and expense, should the electrical service be used to service a human habitation.
 - iii. The parcel is zoned as Open Space (OS), Rural Residential (RR), Rural Residential Starlite (RR-Starlite) One Family Residences (R1), Single Residence Mobile Home Combined (RMH), Multiple Residential (R2) and Multiple Residential (R3), Commercial Recreation (C5), Light Industrial (M-2) and Heavy Industrial (M-1).
 2. Any permits issued under this exception shall be valid for a maximum of two years.
- C. The fee for any agreements required by this subsection shall be set by resolution of the Board of Directors. The fee shall be calculated so as to recover the total cost of administration and enforcement of this Chapter, but shall not exceed the actual cost of the regulatory program authorized by this Chapter.
- D. Expedited Abatement Procedure. If the Building Official identifies a violation of this subsection, he will provide written notice of the violation to the property owner. The notice shall state that the property owner has 15 days to remedy the violation. If the property owner does not remedy the violation within 15 days, the Building Official is permitted to disconnect the electrical service to that property.

All of the unincorporated areas of Inyo County shall be declared a snow area and shall comply with the Inyo County Snow Load Design Criteria described below in subsection (A). This declaration shall pertain to all structures within these areas as defined by the most recent version of the California Building Code, section 202. Mobile homes, modular homes, factory-built houses, and commercial coaches shall be subject to the specific design provisions of California Code of Regulations, Title 25. The snow loads, and the conditions of their application, may be revised from time to time based on minimum California Building Code requirements, site specific case studies, and updated information as determined by the Building Official.

A. Inyo County Snow Load Design Criteria

Aberdeen	30 PSF
Aspendell	100 PSF
Big Pine	40 PSF
Bishop	40 PSF
Bishop Creek	100 PSF
Coso Junction	30 PSF
Death Valley	20 PSF
Glacier Lodge	100 PSF
Independence	30 PSF
Little Lake	20 PSF
Lone Pine	30 PSF
Olancho	30 PSF
Personville	20 PSF
Starlite	60 PSF
Tecopa	20 PSF
Whitney Portal	100 PSF
Alabama Hills	40 PSF
Rovana	40 PSF

B. All flues, chimneys, or other projections through the roof shall be protected from damage by sliding snow or ice. This shall be accomplished by using guys, formed metal guards, saddles, or other methods approved by the Building Official.

14.08.130 Wind Loads

All of the unincorporated areas of Inyo County shall be declared a wind area and shall comply with the Inyo County Wind Load Design Criteria described below in subsection (A). This declaration shall pertain to all structures within these areas as defined by the most recent version of the California Building Code, section 202. Mobile homes, modular homes, factory-built houses, and commercial coaches shall be subject to the specific design provisions of California Code of Regulations, Title 25. The wind loads, and the conditions of their application, shall be revised from time to time based on minimum California Building Code requirements, site specific case studies, and updated information as determined by the Building Official.

- A. Inyo County Wind Load Design Criteria: 85 MPH sustained winds with 110 MPH 3 second gusts

14.08.140 Defensible Space and Fire Hazard Reduction

- A. All of the unincorporated areas of Inyo County are hereby designated as a Wildland-Urban Interface Fire Area. All construction must comply with all chapters of the most recent version of the California Building Code applicable to Wildland-Urban Interface Fire Areas. Properties shall be maintained in accordance with the defensible space requirements contained in Government Code § 51182 (unless exempted by Government Code § 51183 or 51184) and Public Resources Code § 4291, as applicable.
- B. The existence or maintenance of any of the following conditions is prohibited:
 - 1. Tree branches within ten feet of a chimney outlet or stovepipe outlet;
 - 2. Dead or dying tree branches adjacent to or overhanging a building;
 - 3. Leaves, needles, or other dead vegetative growth on the roof of any structure;
 - 4. Flammable vegetation or other combustible growth within thirty feet of an occupied dwelling or structure which prevents the creation of a firebreak;
 - 5. Brush, flammable vegetation, or combustible vegetation located between thirty and one hundred feet of an occupied dwelling or structure which prevents the creation of a reduced fuel zone; or
 - 6. Brush or other flammable material within ten feet of a propane tank.
- C. No person shall be required to maintain any clearing on any land if that person does not have the legal right to maintain the clearing, nor is any person required to enter upon or damage property that is owned by another person without the consent of that person.

14.08.150 Manufactured truss submittal requirements.

All manufactured trusses shall be designed by a California licensed civil or structural engineer. Truss design submittals and calculations may be deferred submittals and shall be submitted prior to or at the time of roof sheathing inspection. If the truss design submittals and calculations are not submitted at this time, no further inspections will be conducted until this information has been provided for review and approval.

Chapter 14.12 – CONSTRUCTION SITE REGULATIONS

Sections:

14.12.010	Scope.
14.12.020	Hours of Working.
14.12.030	Sanitation Facilities.
14.12.040	Encroachment.
14.12.050	Construction Site Nuisance.
14.12.060	Violation of Construction Site Regulations.

14.12.010 Scope.

All construction or grading and any work related thereto in the unincorporated areas of Inyo County shall comply with this Title and the requirements of this Chapter.

14.12.020 Hours of Working.

If operations under a building permit are within five hundred feet of residential or commercial occupancies, this work shall be limited to the hours between seven a.m. and seven p.m. Monday to Friday, with Saturday and Sunday operations between nine a.m. and five p.m.

A. Exceptions

- a. Concrete pouring work is permitted during daylight hours of sunrise to sunset.
- b. Construction work not involving the use of noise-producing, mechanically powered tools shall be allowed at any time.

14.12.030 Sanitation Facilities.

Unless adequate water closets are otherwise provided, a water closet shall be provided at all construction sites, and shall consist of a chemical-type privy approved by the Environmental Health Department. All other requirements shall be according to Health and Safety Code § 5416.

14.12.040 Encroachment.

All materials encroaching on a county public right-of-way without an appropriate permit from the Road Department pursuant to Title 12 are prohibited.

14.12.050 Construction Site Nuisance.

Operations on construction sites shall maintain preventive controls of blowing dust from construction work, protection of drainage diversion from site development, and control of erosion from removal of natural vegetation.

14.12.060 Violation of Construction Site Regulations.

A violation of any of the construction site regulations stated in this Chapter shall be noticed and abated pursuant to the procedures set forth in sections 14.08.060 and 14.08.090.

Chapter 14.16 – BUILDING MOVING AND DEMOLITION

Sections

14.16.010	Permits required – Limitations
14.16.020	Application for Relocation Permit
14.16.030	Corrections of Defects Before Issuance
14.16.040	Terms and Conditions of Issuance
14.16.050	Application Fee
14.16.060	Debris and Excavation
14.16.070	Denial of Permit
14.16.080	Expiration
14.16.090	Relocation Bond – Requirement
14.16.100	Relocation Bond – Conditions
14.16.110	Relocation Bond – Default
14.16.120	Relocation Bond – Termination and Refund

14.16.010 Permits required – Limitations

- A. No person shall move any building or structure within or into the unincorporated area of the county, without first obtaining from the Building Official a relocation permit and a building permit. No person shall effect any demolition of any building or structure, or any part thereof, without first obtaining from the Building Official a demolition permit.
- B. Except as otherwise provided in this section, there shall not be issued a relocation permit for any building or structure which is included within any one or more of the following categories:
 1. So constructed or in such condition as to constitute a danger of injury or death through collapse of the building, fire, defects in electrical wiring or any other substantial hazard, to the persons who will occupy or enter said building after relocation;
 2. Infested with rats or other vermin or the wood members of the building are infested with rot, decay or termites;
 3. So unsanitary or filthy that it would constitute a hazard to the health of the persons who will occupy said building after relocation or, if not intended for occupancy by human beings, would make it unsuitable for its intended use;
 4. In such condition or of a type, character, size or value and is so inharmonious with other buildings in the neighborhood of the relocation site, that placing the building at the proposed relocation site would substantially diminish the value of other property or improvements in the district into which the building is to be relocated;
 5. The proposed use of the building is prohibited at the proposed relocation site under any zoning ordinance or other law of the county; or
 6. The building, structure, or relocation site does not conform to all applicable provisions of law.

14.16.020 Application for Relocation Permit

Every application for a relocation permit shall be in writing upon a form furnished by the Building Official and shall set forth such information as may reasonably be required in order to carry out the purposes of this Chapter. Such information may include:

- A. Photographs of the building or structure to be moved and photographs of the buildings on the properties contiguous with the premises onto which the building or structure is to be moved;
- B. A report from a licensed structural pest control contractor stating the condition of the building or structure as to decay and pest infestation;
- C. A report from a registered engineer or architect stating the structural condition of the building, and clearly indicating steps to be taken to preserve/enhance said condition.

14.16.030 Corrections of Defects Before Issuance

If the building or structure to be moved fails to meet any of the standards set forth in Section 14.16.010, but it appears to the Building Official that the deficiencies can be corrected, the permits shall be issued only on condition that all deficiencies be corrected.

In order to determine any matter regarding relocation of a building or structure, the Building Official may cause any investigation to be made which he believes necessary.

14.16.040 Terms and Conditions of Issuance

In granting a relocation permit, there may be imposed such terms and conditions as are reasonable, including, but not limited to changes, alterations, additions or repairs to the building or structure so that its relocation will not be materially detrimental or injurious to the public safety or welfare or to the property or improvements in the district to which it is to be moved. The terms and conditions upon which each permit is granted shall be in writing upon application and permit or appended thereto.

14.16.050 Application Fee

The fee for relocation investigation services and relocation and demolitions permits shall be set by resolution of the Board of Directors. The fee shall be calculated so as to recover the total cost of administration and enforcement of this Chapter, but shall not exceed the actual cost of the regulatory program authorized by this Chapter.

14.16.060 Debris and Excavation

It shall be the duty of any person to whom any permit is issued for the demolition or for the removal of any building, or any section or portion of any building pursuant to the provisions of this Chapter, and of any person leasing, owning, or occupying or controlling any lot or parcel of ground from which a building is removed or demolished, to remove all weeds, concrete or stone foundations, at concrete, concrete patios, masonry walls, garage floors, driveways, and similar structures and all loose, miscellaneous, and useless material from such lot or parcel of ground, and to properly cap the sanitary sewer house connection, and to properly fill or otherwise protect all basements, cellars, septic tanks, wells, and other excavations.

14.16.070 Denial of Permit

If the unlawful, dangerous or defective condition of the building or structure proposed to be relocated is such that remedy or correction cannot practicably and effectively be made, the relocation permit shall be denied.

14.16.080 Expiration

A relocation permit shall expire and become null and void if the moving of the building or structure is not completed within sixty days from the date of the permit.

14.16.090 Relocation Bond – Requirement

No relocation permit required by this Chapter shall be issued by the Building Official unless the applicant therefor first posts a bond executed by the owner of the premises where the building or structure is to be located, as principal, and a surety company authorized to do business in the state, as surety. The bond shall be in form joint and several, shall name the county as obligee and shall be in an amount equal to the cost plus ten percent of the work required to be done in order to comply with all of the conditions of such relocation permit as such cost is estimated by the Building Official. In lieu of a surety bond the applicant may post a bond executed by the owner, as principal, and which is secured by a deposit in cash in the amount named above and conditioned as required in the case of a surety bond; such a bond as so secured is hereafter called a "cash bond" for the purposes of this section.

14.16.100 Relocation Bond – Conditions

Every bond posted pursuant to this section shall be conditioned as follows:

- A. That each and all of the terms and conditions of the relocation permit shall be complied with to the satisfaction of the Building Official;
- B. That all of the work required to be done pursuant to the conditions of the relocation permit shall be fully performed and completed within the time limit specified in the relocation permit; or, if no time limit is specified, within ninety days after the date said building is moved to its new location. The time limit herein specified, or the time limit specified in any permit, may be extended for good and sufficient cause by the Building Official. No such extension of time shall be valid unless written and no such extension shall release any surety upon any bond.

14.16.110 Relocation Bond – Default

- A. Whenever the Building Official finds that a default has occurred in the performance of any term or condition of any permit required by this section, written notice thereof shall be given to the principal and to the surety of the bond. Such notice shall state the work to be done, the estimated cost thereof and the period of time deemed by the Building Official to be reasonably necessary for the completion of such work. After receipt of such notice, the surety must, within the time therein specified, either cause the required work to be performed or, failing therein, must pay over to the Building Official the estimated cost of doing the work as set forth in the notice, plus an additional sum equal to ten percent of the estimated cost. Upon receipt of such moneys, the Building Official shall proceed by such mode as he deems convenient to cause the required work to be performed and completed, but no liability shall be incurred therein other than for the expenditure of the sum in hand therefor. The balance, if any, of such moneys shall, upon completion of the work, be returned to the depositor, or to his successors or assigns, after deducting the cost incurred in obtaining the completion of the work.
- B. If a cash bond has been posted, notice of default as provided above shall be given to the principal and if compliance is not had within the time specified, the Building Official shall proceed without delay and without further notice or proceedings whatever to use the cash deposited, or any portion of such deposit, to cause the required work to be done by contract or otherwise in the discretion of the Building Official.
- C. When any default has occurred on the part of the principal under the preceding provisions, the surety shall have the option, in lieu of completing the work required, to demolish the building

or structure and to clear, clean and restore the site. If the surety defaults, the Building Official shall have the same option.

- D. In the event of any default in the performance of any term or condition of the relocation permit, the surety, or any person employed or engaged on its behalf, or the Building Official, or any person employed or engaged on his behalf, shall have the right to go upon the premises to complete the required work or to remove or to demolish the building or structure.
- E. No person shall interfere with or obstruct the ingress or egress to or from any such premises by any authorized representative or agent of any surety or of the county engaged in the work of completing, demolishing or removing a building or structure for which a relocation permit has been issued after a default has occurred in the performance of the terms or conditions thereof.

14.16.120 Relocation Bond – Termination and Refund

The term of each bond posted pursuant to this section shall begin upon the date of the posting thereof and shall end upon completion to the satisfaction of the Building Official of the performance of all the terms and conditions of the relocation permit required by this section. Such completion shall be evidenced by a statement thereof signed by the Building Official, a copy of which will be sent to any surety or principal upon request. When a cash bond has been posted, the cash shall be returned to the depositor or to his successors or assigns upon the termination of the bond, except any portion thereof that may have been used or deducted as elsewhere in this Chapter provided.

Chapter 14.20 – FIRE MITIGATION FEES

Sections:

14.20.010	Purpose
14.20.020	Definitions
14.20.030	Findings
14.20.040	Prior Agreements and Conditions of Approval
14.20.050	Fire Agency Findings and Contents of Resolution
14.20.060	Adjustment of Fire Mitigation Fee Amounts
14.20.070	Fee Payment
14.20.080	Fees Held in Trust
14.20.090	Fee Fund Records
14.20.100	Termination of Fee Collection
14.20.110	Exemptions
14.20.120	In-Lieu Payments
14.20.130	Penalties and Stop Orders

14.20.010 Purpose.

The purpose of this Chapter is to carry out Inyo County policies requiring new development within the unincorporated areas of the County to bear its fair share of the costs of facilities and equipment necessitated by such development.

14.20.020 Definitions.

When the following words are used in this Chapter, they shall have the meaning ascribed to them in this section.

- A. "Chief" means the chief of a fire agency serving an unincorporated area of the County.
- B. "Covered space" means floor space enclosed by walls and a ceiling or roof.
- C. "Development" means all construction for which a building permit or other permit is required.
- D. "Director" means the Building Official of the Inyo County Building Department.
- E. "District service area" means (1) the geographic area served by a fire agency within the boundaries of such fire agency, and (2) the geographic area served by such fire agency by agreement with owners of private property located outside of the boundaries of such fire agency.
- F. "Facilities and equipment" means any long-term capital facilities and equipment used by agencies for fire suppression or emergency medical services, including station construction, station expansion and fire or emergency medical apparatus.
- G. "Fire agency" and "agency" means any special district providing fire protection services within the unincorporated area of the county. The terms also mean the county when it provides fire protection services through a county service area.

14.20.030 Findings.

In enacting this Chapter, the Board of Supervisors finds and declares:

- A. Fire agencies provide fire protection services for the purpose of protecting the health and safety of persons and property within their district service areas.

- B. The construction and occupancy of additional residential, commercial and other structures within their district service areas adversely impacts the ability of fire agencies to provide fire protection services and increases fire hazards to persons and property.
- C. In order to protect the health and safety of the occupants of new or reconstructed structures within their district service areas, it is necessary for fire agencies to acquire additional land, facilities and equipment to serve such new development.
- D. It is County policy, by and through the land use element of its general plan and the provisions of this Chapter, to assure that necessary additional land and fire protection facilities and equipment required by new development projects are either available or will be made available as a condition of approval of such projects, and that the costs of providing such additional land, facilities and equipment are collected on an equitable basis from the beneficiaries thereof.
- E. The failure to assure that such additional land, facilities and equipment are available may endanger the health and safety of persons affected by new development projects.
- F. The costs of operating fire agencies, including escalating liability and workers' compensation costs, make it extremely difficult or impossible for the agencies to provide, from existing funding sources, the land, facilities and equipment necessary to provide adequate fire protection associated with new development.
- G. The funds collected pursuant to this Chapter shall be used only for the financing of the acquisition of land and fire protection facilities, equipment and accessories. Funds so collected and not used for such purposes shall be refunded or otherwise utilized pursuant to Government Code § 66001(g) and (f).
- H. For the foregoing reasons, fire mitigation fees may be imposed on new development in order to pay the incremental costs for land and fire protection facilities and equipment necessitated by such development.

14.20.040 Prior agreements and conditions of approval.

- A. Any enforceable agreement existing prior to the operative date of the ordinance codified in this Chapter between an applicant for development and a fire agency pertaining to the dedication of land or payment of fees for facilities and equipment to serve the property which is the subject of the application, or any portion thereof, satisfies the requirements of this Chapter.
- B. If land, facilities or equipment was dedicated or donated to a fire agency as a condition of approval of a discretionary permit prior to the operative date of this Chapter, such dedication or donation shall be considered as satisfying the requirements of this Chapter for such discretionary permit.

14.20.050 Fire agency findings and content of resolution.

This Chapter shall become applicable to development within the district service area of a fire agency when the following actions are taken:

- A. The governing body of a fire agency adopts a resolution making substantially the following findings:
 - 1. The agency does not have existing fire protection facilities and equipment which could be used to provide an adequate level of services to all reasonably anticipated new development within the agency's district service area,

2. The agency does not have sufficient funds available to acquire land, construct additional facilities, purchase additional equipment from fund balances, capital facility funds, property tax sources, or other appropriate sources,
 3. The lack of fire protection facilities and equipment to serve new development would create a situation perilous to the public health and safety if fire mitigation fees are not collected within the agency's district service area,
 4. The fees, if any, charged by the fire protection agency do not include a payment toward the costs of facilities and equipment expansion as a component of the fee;
- B. The resolution so adopted contains substantially the following resolved clauses:
1. The agency requests that the county collect a specified fire mitigation fee on the agency's behalf from applicants for building permits or other permits for development in its district service area,
 2. The purpose of collecting fire mitigation fees is to expand the availability of facilities and equipment to provide fire protection services to new development in its district service area,
 3. By prior resolution the agency has determined that there is a reasonable relationship between the fee's use and the development projects on which it is to be imposed,
 4. If fire mitigation fees are to be used in whole or part to construct a public facility, the agency has determined by prior resolution that there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed,
 5. The agency will place all funds received from the county under this program, and all interest subsequently accrued on those funds, in a separate account and budget accounting category to be known as the "fire mitigation fee account,"
 6. The agency will expend funds from the account only for the purpose of acquiring land, facilities and equipment to mitigate the impacts of new development on the agency's fire protection capabilities,
 7. The agency will submit a fire mitigation fee annual report for each fiscal year, no later than October 31st following the close of the fiscal year, to the director. The report shall include the balance in the account at the end of the previous fiscal year, the fee revenue received, the amount and type of expenditures made, and the ending balance in the account;
- C. The governing body of the fire agency shall send a certified copy of the resolution to the clerk of the Inyo County board of supervisors. The clerk shall transmit a copy of the resolution to the director. Within thirty days from the date of receipt of the resolution by the clerk, the provisions of this Chapter shall be applicable to all building permits and any other permits issued for new construction within the district service area of the fire agency.

14.20.060 Fire mitigation fee established.

- A. The fire mitigation fee amount requested by the agency shall be equal to or less than the ceiling amounts set by this Chapter. The ceiling amounts are as follows:
1. Two dollars per square foot for all covered space in the first three floors of all buildings or structures.
 2. Three dollars per square foot for all covered space above the third floor of all buildings or structures.

- B. The fire mitigation fee established by the agency shall be based upon the estimated costs for the acquisition of necessary land, facilities and equipment to provide fire protection services to mitigate the impact of new development on existing facilities. The resolution of the agency governing board which sets the fee schedule shall contain findings which justify the fee amounts.
- C. As an alternative to the fee-setting procedure set forth above in subdivisions A and B of this section, the Board of Supervisors may and does hereby reserve the right to directly set the fee amounts applicable to property within the territorial boundaries of any fire protection district or other defined territory within the County's unincorporated area. Unless otherwise provided by state law, said fee amounts may be set by resolution of the Board of Supervisors. Said fees shall not be limited by the ceiling amounts specified by subdivision A, nor be required to be set by square footage or any other methodology prescribed by this Chapter; rather, they need be consistent only with applicable state law. The Board of Supervisors likewise reserves the right to impose lawful fire mitigation measures through conditions of approval as an alternative to the fees set forth by this Chapter. In the event of a conflict between an action of the Board of Supervisors and an action by a fire protection district related to fire mitigation fees set under this Chapter, the Board of Supervisors' action's shall prevail.

14.20.070 Adjustment of fire mitigation fee amounts.

- A. The ceiling amounts set forth in Section 14.20.060 may be increased or decreased from time to time but not more than once each year, by resolution of the Board of Supervisors, in proportion to the increase or decrease in the costs of construction as determined by the Engineering News Record, Cost of Construction Index for the Los Angeles area published by the McGraw-Hill Publishing Company, or a similar index accepted by the board by resolution in the event the foregoing index is not available.
- B. The amount of the fire mitigation fee established by a fire agency may be increased no more than once each year by use of the foregoing index or resolution.

14.20.080 Fee payment.

- A. Prior to the issuance of any building permit or other permit for development, the applicant shall pay to the director the fees prescribed by the relevant fire agency's resolution, or shall present written evidence that the provisions of this Chapter have otherwise been satisfied with respect to the development for which any such permits are sought.
- B. The amount of such fees shall be determined by the fee standard in effect on the date of the payment.
- C. When application is made for a new building permit for the same construction following the expiration of a previously issued building permit for which fire mitigation fees were paid, the fee payment shall not be required.
- D. In the event subsequent development occurs with respect to a permit for which fees have been paid, additional fees shall be required only for additional square footage of development which was not included in computing the prior fee.

14.20.090 Fees held in trust.

Fees paid under this Chapter shall be held in trust by the County. Such fees shall be transferred quarterly to the fire agency serving the area from which the fees were collected. The County shall retain

any interest accrued during the period before transfer as reimbursement for its service and handling costs.

14.20.100 Use of fees.

All fees collected pursuant to this Chapter and transferred to a fire agency shall be used by the agency for the purpose of providing for land, facilities and equipment.

14.20.110 Fee fund records.

Any fire agency receiving funds pursuant to this Chapter shall maintain a separate budget accounting category for any such fees. The category shall be known as the “fire mitigation fee” account.

14.20.120 Termination of fee collection.

If the governing body of a fire agency submits a copy of a resolution to the clerk of the Board of Supervisors requesting termination of fee collection, the clerk shall promptly notify the director and fee collection shall terminate thirty days after receipt of the resolution by the clerk.

14.20.130 Exemptions.

- A. The requirements of this Chapter shall not apply to public works projects.
- B. The requirements of this Chapter shall not apply to the replacement on the same parcel by the owner of a dwelling or dwellings destroyed by fire or other calamity, provided that the application for a building permit to replace such dwelling is filed with the director within one year after destruction of the dwelling, and the new structure is equal to or of less square footage than the structure destroyed. Regardless of when application is made for a building permit for a replacement structure, the fire mitigation fee shall be computed only on the basis of the square footage in excess of that of the destroyed structure.

14.20.140 “In-lieu” payment.

Upon written and verified application by all owners of the subject real property, approved by resolution of the governing body of the fire agency, “in-lieu” payment may be credited against the fee required to be paid pursuant to this Chapter. “In-lieu” payment may include improved or unimproved real property, improvements to real property, fire protection equipment, motor vehicles, office equipment, fire station accessory equipment, or any combination thereof. The amount of the credit shall not exceed the fair market value of the “in-lieu” property at the time of the adoption of the resolution.

14.20.150 Penalties and stop orders.

If, at any time after the effective date of the ordinance codified in this Chapter, work is commenced on construction or continues to be performed on construction of any project subject to this ordinance without previous full payment of the fire mitigation fee required to be made pursuant to this Chapter, the fire mitigation fee payable pursuant to this Chapter shall be doubled. The fire agency shall have the authority to place a lien on the property in the amount of any unpaid fire mitigation fees, along with the costs incurred by the fire agency in obtaining the lien.

Chapter 14.24 – WATER WELLS

Sections:

- 14.24.010 Purpose of provisions.
- 14.24.020 Definitions.
- 14.24.030 Permit—Required when—Emergency work.
- 14.24.040 Permit—Application—Contents required.
- 14.24.050 Permit—Issuance conditions.
- 14.24.060 Permit—Cash deposit or bond required.
- 14.24.070 Permit—Fees.
- 14.24.080 Permit—Term—Work completion notification required.
- 14.24.090 Permit—Appeal procedure.
- 14.24.100 Standards and specifications applicable—Exceptions.
- 14.24.110 Inspection.
- 14.24.120 Log of well—Contents required.
- 14.24.130 Abandoned or unused wells.
- 14.24.140 Stop order—Issuance authorized when—Effect.
- 14.24.150 Enforcement—Notice of violation and corrective work required.
- 14.24.160 Violation—Abatement by county authorized when—Costs.
- 14.24.170 Violation—Penalty.
- 14.24.180 Wells—Use restrictions.

14.24.010 Purpose of provisions.

It is the purpose of the ordinance codified in this Chapter to provide for the construction, repair, modification and destruction of wells in such a manner that the groundwater of this county will not be contaminated or polluted, and that water obtained from wells will be suitable for beneficial use and will not jeopardize the health, safety or welfare of the people of this county.

14.24.020 Definitions.

Words used in this Chapter shall have the definitions set forth in this section:

- A. “Board of supervisors” means the board of supervisors of Inyo County.
- B. “Cathodic protection well” means any artificial excavation in excess of fifty feet constructed by any method for the purpose of installing equipment or facilities for the protection electrically of metallic equipment in contact with the ground, commonly referred to as cathodic protection.
- C. “Community water supply well” means a water well for domestic purposes in systems subject to Chapter 7 of Part 1 of Division 5 of the California Health and Safety Code.
- D. “Completion” or “completion operation” means any work conducted after artificial excavation to include:
 - 1. Placement of well casing;
 - 2. Gravel packing;
 - 3. Sealing;
 - 4. Casing perforation; or
 - 5. Other operations deemed necessary by the health officer.

- E. "Contamination" means an impairment of the quality of water to a degree which creates a hazard to the public health through poisoning, or through spread of disease.
- F. "Destruction" or "destroy" means the proper filling of a well that is no longer useful so as to assure that the groundwater is protected and to eliminate any potential physical hazard.
- G. "Health officer" means the health officer of Inyo County, or his duly authorized representative.
- H. "Individual domestic well" means a water well used to supply water for domestic needs of an individual residence or commercial establishment.
- I. "Modification or repair" means the deepening of a well or any modification of a well casing.
- J. "Pollution" means an alteration of the quality of water to a degree which unreasonably affects such waters for beneficial uses, or which affects facilities which serve such beneficial uses. Pollution may include contamination.
- K. "Well" or "water well" means any artificial excavation constructed by any method for the purpose of extracting water from or injecting water into the underground, for providing cathodic protection, for making tests or observations of underground conditions, or any other wells whose regulation is necessary to fulfill the purpose of this Chapter. Wells shall not include:
 - 1. Oil and gas wells, or geothermal wells constructed under the jurisdiction of the Department of Conservation, except those wells converted to use as water wells; or
 - 2. Wells used for the purpose of:
 - i. Dewatering excavation during construction, and
 - ii. Stabilizing hillside or earth embankments;
 - 3. Test or exploratory holes for soil testing and monitoring or seismic exploration where such holes are less than twenty-five feet deep; and
 - 4. Holes or excavations for soil percolation tests where such holes are less than ten feet deep.

14.24.030 Permit—Required when—Emergency work.

No person, firm, corporation or governmental agency formed under the laws of this state shall, within the unincorporated area of Inyo County, construct, repair, modify or destroy any well unless a written permit has first been obtained from the health officer of the county, as provided in this Chapter. In case of emergency affecting life, health, crops or livestock, a well driller may start work immediately, but shall notify the enforcing agency within seventy-two hours of the work being done, and at that time apply for a permit application. Under emergency construction, all work must be done in conformance with standards set forth in this Chapter. (Ord. 309 § 2, 1976.)

14.24.040 Permit—Application—Contents required.

Applications for permits shall be made to the Health Officer of the County of Inyo, and shall include the following:

- A. A plot plan indicating the exact location of the well with respect to the following items within a radius of two hundred feet of the well:
 - 1. Property lines,
 - 2. Sewage disposal systems or works carrying or containing sewage,
 - 3. All intermittent or perennial, natural or artificial water bodies or watercourses,
 - 4. Drainage pattern of the property,
 - 5. Existing wells,
 - 6. Access roads;

- B. Location of the property;
- C. Name, address, and California Contractor's License number of the person doing the work;
- D. Depth of well;
- E. Use of well;
- F. Other information as may be necessary to determine if underground waters will be protected.

14.24.050 Permit—Issuance conditions.

Permits shall be issued subject to compliance with the standards provided in this chapter, except that such standards shall be inapplicable or modified by the health officer when, upon his finding, inapplicability or modification will accomplish the purposes of this chapter. A permit to be valid must comply with all other state and county laws.

14.24.060 Permit—Cash deposit or bond required.

Prior to the issuance of a permit, the applicant shall post with the health officer a cash deposit or bond to guarantee compliance with the terms of this chapter and the applicable permit, such cash or bond to be in an amount deemed necessary by the health officer to remedy improper work, but not in excess of the total estimated cost of work. Such deposit or bond may be waived by the health officer where other assurances of compliance are deemed adequate by him.

14.24.070 Permit—Fees.

Permit application fees for the new construction of water wells, and for the repair, modification and destruction of water wells shall be established under separate ordinance.

14.24.080 Permit—Term—Work completion notification required.

The permittee shall complete work authorized by the permit prior to the expiration date set in the permit. The permittee shall notify the health officer in writing upon completion of the work, and work shall not be deemed to have been completed until such written notification has been received.

14.24.090 Permit—Appeal procedure.

Any person aggrieved by the refusal of a permit or terms of the permit may request in writing that the matter be heard by the board of supervisors. If such request is made, the health officer shall within ten days schedule the matter for review by said board and give reasonable notice of the time and place thereof to the applicant. At the time and place of the hearing, the board will allow the applicant and other interested parties an adequate opportunity to present any facts pertinent to the matter at hand. The board may place any person involved in the matter, including the applicant, under oath. The board may, when it deems necessary, continue any hearing by giving notice to the applicant of such action. At the close of the hearing, or at any time within ten days thereafter, the board will order such disposition of the application or permit as it has determined is proper and will make such disposition known to the applicant. Determination made by the health officer relating directly to the public health, or to Chapter 7 of Part 1 of Division 5 of the California Health and Safety Code, may not be overruled or modified by the board.

14.24.100 Standards and specifications applicable—Exceptions.

Standards for the construction, repair, modification or destruction of wells shall be the most recent version of Bulletin 74-81 Water Well Standards and as modified by Bulletin 74-90, California Well

Standards, June 1991 and/or any future modifications made by the California Department of Water Resources with the following exceptions:

- A. The health officer may adopt rules and regulations more stringent than state requirements to be applicable in all of the unincorporated area of the county.
- B. Every new, repaired or modified community water-supply well or domestic water well, after construction, modification or repair, and before being placed into service, shall be thoroughly cleaned of all foreign substance and shall be thoroughly disinfected. Procedures delineated in Appendix "E" of aforementioned Department of Water Resources Bulletin No. 74, or equivalent, are required.

14.24.110 Inspection.

The health officer may, at any and all reasonable times, enter any and all places, property, enclosures and structures for the purpose of making examinations and investigations to determine whether any provision of this chapter is being violated. The health officer may require that each completion, modification, repair or destruction operation be inspected prior to any further work.

14.24.120 Log of well—Contents required.

Any person who has drilled, dug, excavated or bored a well shall, upon completion of the well, submit to the health officer within thirty days an accurate and complete log to include:

- A. A detailed record of the boundaries, character, size, distribution and color of all lithologic units penetrated;
- B. Type of well casing;
- C. Location of perforations and sealing zones; and
- D. Any other data deemed necessary by the health officer.

In areas where insufficient subsurface information is available, the health officer may require inspection of the well log prior to any completion operation. Submittal of a copy of the "Water Well Drillers Report," completed in accordance with Section 13751 of the California Water Code, and including all the above items, will satisfy this requirement.

14.24.130 Abandoned or unused wells.

- A. The owner of an abandoned well must, within thirty days, destroy it in accordance with the standards contained in Section 14.28.100 of this chapter.
- B. The owner of a well, the use of which has been or is soon to be discontinued, must apply to the county, in writing, declaring his intention to use the well again for its original or other approved purpose. The county shall review such a declaration and grant an exemption from the requirement that it be destroyed, provided no undue hazard to health or safety is created by the continued existence of the well. Such an exemption must be applied for every five years and may be terminated for cause by the county at any time.

14.24.140 Stop order—Issuance authorized when—Effect.

In the event a well subject to the provisions of this chapter is being constructed, repaired, modified, destroyed or abandoned contrary to the terms of this chapter, the health officer may order the work stopped by posting a stop order at the well site. No further work shall be done after the posting of the stop order until such time as the stop order is removed by the health officer.

14.24.150 Enforcement—Notice of violation and corrective work required.

In the event a well subject to this chapter is constructed, repaired, modified, destroyed, abandoned or operated contrary to the terms of this chapter or a permit issued for such well pursuant to this chapter, the health officer may mail written notice, postage prepaid, to the owner of the land as shown upon the most recent equalized assessment roll, or the permittee at his address listed upon the permit, which notice shall state the manner in which the well is in violation, what corrective measures must be taken, the time within which such corrections must be made, and that if the land owner or permittee fails to make corrections within the period provided, the corrections may be made by the county and the land owner or permittee shall be liable for the costs thereof.

14.24.160 Violation—Abatement by county authorized when—Costs.

If the corrections listed in the notice given pursuant to Section 14.28.150 above are not made as required in said notice, the health officer may cause the condition to be abated and the cost thereof shall be a charge against the person notified.

14.24.170 Violation—Penalty.

Any person who does any work for which a permit is required by this chapter, and who fails to apply for and pay the fee for a permit within five working days after notice from the health officer to do so, or who otherwise violates any other provision of this chapter shall be guilty of a misdemeanor, punishable by fine not exceeding five hundred dollars, or by imprisonment not exceeding six months, or by both such fine and imprisonment, and such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any such violation is committed, continued or permitted, and shall be subject to the same punishment as for the original offense.

14.24.180 Wells—Use restrictions.

No person, firm, corporation or governmental agency formed under the laws of this state, shall provide water for purposes other than the use originally set forth on the well permit application, unless a written permit has first been obtained from the health officer of the county, as provided in this chapter. The health officer may require repair, modification, and additional well information to determine whether to approve or deny the permit application to change the use of the well.

Chapter 14.28 – FLOOD DAMAGE PREVENTION

Sections:

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14.28.030	Purpose.
14.28.040	Methods of reducing flood losses.
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14.28.070	Basis for establishing the areas of special flood hazard.
14.28.080	Compliance.
14.28.090	Abrogation and greater restrictions.
14.28.100	Interpretation.
14.28.110	Warning and disclaimer of liability.
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14.28.140	Designation of the floodplain administrator.
14.28.150	Duties and responsibilities of the floodplain administrator.
14.28.160	Appeals.
14.28.170	Standards of construction.
14.28.180	Standards for utilities.
14.28.190	Standards for subdivisions.
14.28.200	Standards for manufactured homes.
14.28.210	Standards for recreational vehicles.
14.28.220	Floodways.
14.28.240	Flood-related erosion-prone area.
14.28.250	Nature of variances.
14.28.260	Appeal board.
14.28.270	Conditions for variances.

14.28.010 Authority.

This chapter is enacted pursuant to Section 7 of Article XI of the California Constitution, Section 25207 of the Government Code, and Sections 59 and 60.3 - 60.6 of Title 44 of the Code of Federal Regulations, which together give the county of Inyo, acting through its board of supervisors, authority to enact regulations designed to promote the public health, safety, and general welfare of its residents, including such regulations related to protection from the hazards of flood.

14.28.020 Findings.

- A. The flood hazard areas of Inyo County are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. These flood losses are caused by uses that are inadequately elevated, flood proofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards that increase flood heights and velocities also contribute to the flood loss.

14.28.030 Purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by establishing measures designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
- F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- G. Ensure that potential buyers are notified that property is in an area of special flood hazard; and
- H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

14.28.040 Methods of reducing flood losses.

In order to accomplish its purposes, this chapter includes provisions designed to:

- A. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D. Control filling, grading, dredging, and other development which may increase flood damage; and
- E. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

14.28.050 Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

As used in this chapter the following terms have the following meanings:

1. "Accessory use" means a use that is incidental and subordinate to the principal use of the parcel of land on which it is located.
2. "Alluvial fan" means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.

3. "Apex" means the point of highest elevation on an alluvial fan, which on undisturbed fans is generally the point where the major stream that formed the fan emerges from the mountain front.
4. "Appeal" means a request for a review of the floodplain administrator's interpretation of any provision of this chapter.
5. "Area of shallow flooding" means an area designated as Zone AO or AH on the flood insurance rate map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
6. "Area of special flood hazard." See "Special flood hazard area."
7. "Area of special flood-related erosion hazard" is the land within a community that is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the flood insurance rate map (FIRM).
8. "Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood"). Base flood is the term used throughout this chapter.
9. "Basement" means any area of the building having its floor subgrade, i.e. below ground level, on all sides.
10. "Building." See "Structure."
11. "Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
12. "Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.
13. "Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.
14. "Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
15. "Flood, flooding, or floodwater" means:
 - A. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e. mudflows); and
 - B. The condition resulting from flood-related erosion.
16. "Flood boundary and floodway map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.

17. "Flood hazard boundary map" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated the areas of flood hazards.
"Flood insurance rate map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
18. "Flood insurance study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood insurance rate map, the flood boundary and floodway map, and the water surface elevation of the base flood.
19. "Flood-related erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical level or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusually and unforeseeable event which results in flooding.
20. "Flood-related erosion area" or "Flood-related erosion prone area" means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.
21. "Flood-related erosion area management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works, and floodplain management regulations.
22. "Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source. See "Flood, flooding, or floodwater."
23. "Floodplain administrator" is the individual appointed to administer and enforce the floodplain management regulations.
24. "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.
25. "Floodplain management regulations" means this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof that provide standards for preventing and reducing flood loss and damage.
26. "Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. (Refer to FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93 for guidelines on dry and wet flood proofing.)
27. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "Regulatory floodway".

28. "Floodway fringe" is that area of the floodplain on either side of the "regulatory floodway" where encroachment may be permitted.
29. "Fraud and victimization," as related to Section 14.29.270 (concerning variances), means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the Inyo County board of supervisors will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one-hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.
30. "Functionally dependent use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.
31. "Governing body" is the local governing unit, i.e. county or municipality, which is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.
32. "Hardship," as related to Section 14.29.270 (concerning variances), of this chapter means the exceptional hardship that would result from a failure to grant the requested variance. The county requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.
33. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
34. "Historic structure" means any structure that is:
 - A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
 - D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

35. "Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.
36. "Levee system" means a flood protection system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.
37. "Lowest floor" means the lowest floor of the lowest enclosed area, including basement. See "Basement." An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:
 - A. The wet flood-proofing standard in subsection (C)(3) of Section 14.29.170;
 - B. The anchoring standards in Section 14.29.170A;
 - C. The construction materials and methods standards in Section 14.29.170B; or
 - D. The standards for utilities in Section 14.29.180.
 - E. For residential structures, all subgrade-enclosed areas are prohibited as they are considered to be basements. See "Basement." This prohibition includes below-grade garages and storage areas.
38. "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."
39. "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
40. "Market value" shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation, which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimating guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the floodplain administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences.
41. "Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.
42. "New construction," for floodplain management purposes, means structures for which the "start of construction" commenced on or after the effective date of floodplain management regulations adopted by this community, and includes any subsequent improvements to such structures.
43. "New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the

construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by this community.

44. "Obstruction" includes, but is not limited to: any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.
45. "One-hundred-year flood" or "100-year flood." See "Base flood."
46. "Public safety and nuisance" as related to Section 14.29.270 (concerning variances) means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.
47. "Recreational vehicle" means a vehicle that is:
 - A. Built on a single chassis;
 - B. Four hundred square feet or less when measured at the largest horizontal projection;
 - C. Designed to be self-propelled or permanently towable by a light-duty truck; and
 - D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
48. "Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
49. "Remedy a violation" means to bring the structure or other development into compliance with state or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing state or federal financial exposure with regard to the structure or other development.
50. "Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.
51. "Sheet flow area." See "Area of shallow flooding."
52. "Special flood hazard area (SFHA)" means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. It is shown on an FHBM or FIRM as Zone A, AO, A1-A30, AE, A99, or AH.
53. "Start of construction" includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on

the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

54. "Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.
55. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.
56. "Substantial improvement" means any reconstruction, rehabilitation, addition, or other proposed new development of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:
 - A. Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
 - B. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as an "historic structure."
57. "Variance" means a grant of relief from the requirements of this ordinance, which permits construction in a manner that would otherwise be prohibited by this chapter.
58. "Violation" means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.
59. "Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.
60. "Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

14.28.060 Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazards within the jurisdiction of the County of Inyo. (Ord. 1076 § 2 (part), 2004.)

14.28.070 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the flood insurance study (FIS), if any, and accompanying flood insurance rate maps (FIRMs), and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this chapter. The most current FIRM and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the board of supervisors by the floodplain administrator.

14.28.080 Compliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered in the unincorporated part of Inyo County without full compliance with the term of this chapter and other applicable regulations. A violation of the requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Nothing herein shall prevent the county from taking such lawful action as is necessary to prevent or remedy any violation. (Ord. 1076 § 2 (part), 2004.)

14.28.090 Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where the ordinance codified in this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Ord. 1076 § 2 (part), 2004.)

14.28.100 Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes. (Ord. 1076 § 2 (part), 2004.)

14.28.110 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the county or upon any officer or employee thereof, the state of California, or the Federal Insurance Administration, Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder. (Ord. 1076 § 2 (part), 2004.)

14.28.120 Severability.

This chapter and the various parts thereof are hereby declared to be severable; should any section of this chapter be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, nor any portion thereof other than the section so declared to be unconstitutional or invalid. (Ord. 1076 § 2 (part), 2004.)

14.28.130 Establishment of development permit.

A development permit shall be obtained before any construction or other development begins within any area of special flood hazard established in Section 14.29.070. Application for a development permit shall be made on forms furnished by the floodplain administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevation of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required.

- A. Site plan, including but not limited to:

1. For all proposed structures, spot ground elevations at building corners and twenty-foot or smaller intervals along the foundation footprint, or one foot contour elevations throughout the building site, and
 2. Proposed locations of water supply, sanitary sewer, and utilities, and
 3. If available, the base flood elevation from the flood insurance study and/or flood insurance rate map, and
 4. If applicable, the location of the regulatory floodway; and
- B. Foundation design detail, including but not limited to:
1. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures, and
 2. For a crawl-space foundation, location and total net area of foundation openings as required in subsection (C)(3) of Section 14.29.170 and FEMA Technical Bulletins 1-93 and 7-93, and
 3. For foundations placed on fill, the location and height of fill, and compaction requirements (compacted to ninety-five percent using the Standard Proctor Test method); and
- C. Proposed elevation in relation to mean sea level to which any nonresidential structure will be flood proofed, as required in subsection (C)(2) of Section 14.29.170 and FEMA Technical Bulletin TB 3-93; and
- D. All appropriate certifications listed in Section 14.29.150D; and
- E. A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. (Ord. 1076 § 2 (part), 2004.)

14.28.140 Designation of the floodplain administrator.

The director of the Inyo County department of public works is appointed to administer, implement, and enforce this chapter by granting or denying development permits in accord with its provisions. (Ord. 1076 § 2 (part), 2004.)

14.28.150 Duties and responsibilities of the floodplain administrator.

The duties and responsibilities of the floodplain administrator shall include, but not be limited to the following.

- A. Permit Review. Review all development permits to determine that:
1. Permit requirements of this chapter have been satisfied;
 2. All other required state and federal permits have been obtained;
 3. The site is reasonably safe from flooding; and
 4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. For purposes of this chapter, “adversely affects” means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot at any point.
- B. Review Use and Development of Other Base Flood Data.
1. When base flood elevation data has not been provided in accordance with Section 14.29.070, the floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal or state agency, or

- other source, in order to administer Sections 14.29.170 through 14.29.240. Any such information shall be submitted to the board of supervisors for adoption; or
2. If no base flood elevation data is available from a federal or state agency or other source, then a base flood elevation shall be obtained using one of two methods from the FEMA publication “Managing Floodplain Development in Approximate Zone A Areas — A Guide for Obtaining and Developing Base (100-year) Flood Elevations” dated July 1995 in order to administer Sections 14.29.170 through 14.29.240:
 - a. Simplified method:
 - i. 100-year or base flood discharge shall be obtained using the appropriate regression equation found in a U.S. Geological Survey publication, or the discharge-drainage area method, and
 - ii. Base flood elevation shall be obtained using the Quick-2 computer program developed by FEMA; or
 - b. Detailed method:
 - i. 100-year or base flood discharge shall be obtained using the U.S. Army Corps of Engineers’ HEC-HMS computer program, and
 - ii. Base flood elevation shall be obtained using the U.S. Army Corps of Engineers’ HEC-RAS computer program.
- C. Notification of Other Agencies. In alteration or relocation of a watercourse:
1. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
 2. Submit evidence of such notification to the Federal Insurance Administration, Federal Emergency Management Agency; and
 3. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.
- D. Documentation of Floodplain Development. Obtain and maintain for public inspection and make available, as needed, the following:
1. The certification required by subsection (C)(1) of Section 14.29.170 and by Section 14.29.200 (lowest floor elevations);
 2. The certification required by subsection (C)(2) of Section 14.29.170 (elevation or flood proofing of nonresidential structures);
 3. The certification required by subsection (C)(3) of Section 14.29.170 (wet floodproofing standard);
 4. The certification of elevation required by Section 14.29.190B (subdivision standards);
 5. The certification required by Section 14.29.220A (floodway encroachments).
- E. Map Determinations. Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard. Where there appears to be a conflict between a mapped boundary and actual field conditions, grade and base flood elevations shall be used to determine the boundaries of the special flood hazard area. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Sections 14.29.260 and 14.29.270.
- F. Remedial Action. Take action to remedy violations of the ordinance codified in this chapter as specified in Section 14.29.080. (Ord. 1076 § 2 (part), 2004.)

14.28.160 Appeals.

The Inyo County board of supervisors shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter. (Ord. 1076 § 2 (part), 2004.)

14.28.170 Standards of construction.

In all areas of special flood hazards the following standards are required:

- A. Anchoring.
 - 1. All new construction and substantial improvements shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - 2. All manufactured homes shall meet the anchoring standards of Section 14.29.200.
- B. Construction Materials and Methods. All new construction and substantial improvement shall be constructed:
 - 1. With flood resistant materials as specified in FEMA Technical Bulletin TB 2-93, and utility equipment resistant to flood damage;
 - 2. Using methods and practices that minimize flood damage;
 - 3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and if
 - 4. Within Zone AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.
- C. Elevation and Flood-Proofing. (See Section 14.29.050 for definitions of “basement,” “lowest floor,” “new construction,” “substantial damage” and “substantial improvement”.)
 - 1. Residential construction, new or substantial improvement, shall have the lowest floor, including basement:
 - a. In a Zone AO, elevated above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least two feet above the highest adjacent grade if no depth number is specified. (The State of California recommends that in Zone AO without velocity, the lowest floor be elevated above the highest adjacent grade to a height exceeding the depth number specified in feet on the FIRM by at least two feet, or elevated at least four feet above the highest adjacent grade if no depth number is specified).
 - b. In a Zone A, elevated to or above the base flood elevation; said base flood elevation shall be determined by one of the methods in subsection B of Section 14.29.150. (The State of California recommends the lowest floor be elevated at least two feet above the base flood elevation, as determined by the community.)
 - c. In all other zones, elevated to or above the base flood elevation. (The State of California recommends the lowest floor be elevated at least two feet above the base flood elevation.)
 - 2. Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator.

3. Nonresidential construction, new or substantial improvement, shall either be elevated to conform with subsection (C)(1) of this section or together with attendant utility and sanitary facilities:
 - a. Be flood-proofed below the elevation recommended under subsection (C)(1) of this section so that the structure is watertight with walls substantially impermeable to the passage of water;
 - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - c. Be certified by a registered professional engineer or architect that the standards of subsection (C)(2) of this section are satisfied. Such certification shall be provided to the floodplain administrator.
4. All new construction and substantial improvement with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement shall follow the guidelines in FEMA Technical Bulletins TB 1-93 and TB 7-93, and must exceed the following minimum criteria:
 - a. Have a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; or
 - b. Be certified by a registered professional engineer or architect.
5. Manufactured homes shall also meet the standards in Section 14.29.200. (Ord. 1076 § 2 (part), 2004.)

14.28.180 Standards for utilities.

- A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:
 1. Infiltration of flood waters into the systems; and
 2. Discharge from the systems into flood waters.
- B. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding. (Ord. 1076 § 2 (part), 2004.)

14.28.190 Standards for subdivisions.

- A. All preliminary subdivision proposals shall identify the special flood hazard area and the elevation of the base flood.
- B. All subdivision plans will provide the elevation of proposed structure(s) and pad(s). If the site is filled above the base flood elevation, the lowest floor and pad elevations shall be certified by a registered professional engineer or surveyor and provided to the floodplain administrator.
- C. All subdivision proposals shall be consistent with the need to minimize flood damage.
- D. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- E. All subdivisions shall provide adequate drainage to reduce exposure to flood hazards. (Ord. 1076 § 2 (part), 2004.)

14.28.200 Standards for manufactured homes.

- A. All manufactured homes that are placed or substantially improved, within Zones A1-30, AH, and AE on Inyo County's flood insurance rate map(s), on sites located:
 - 1. Outside of a manufactured home park or subdivision;
 - 2. In a new manufactured home park or subdivision;
 - 3. In an expansion to an existing manufactured home park or subdivision; or
 - 4. In an existing manufactured home park or subdivision on a site upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation (the State of California recommends at least two feet above the base flood elevation) and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on Inyo County's flood insurance rate map(s) that are not subject to the provisions of subsection A of this section will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either:
 - 1. The lowest floor of the manufactured home is at or above the base flood elevation (the State of California recommends at least two feet above the base flood elevation); or
 - 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches in height above grade.
- C. Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator. (Ord. 1076 § 2 (part), 2004.)

14.28.210 Standards for recreational vehicles.

All recreational vehicles placed on sites within Zones A1-30, AH, and AE on Inyo County's flood insurance rate map(s) will either:

- A. Be on the site for fewer than one hundred eighty consecutive days, and be fully licensed and ready for highway use; a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- B. Meet the permit requirements of Sections 14.29.130 through 14.29.160 and the elevation and anchoring requirements for manufactured homes in Section 14.29.200. (Ord. 1076 § 2 (part), 2004.)

14.28.220 Floodways.

Located within areas of special flood hazard established in Section 14.29.070 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Encroachments, including fill, new construction, substantial improvement, and other new development is prohibited unless certification by a registered professional engineer is provided demonstrating that the encroachments will not result in any increase in the base flood elevation during the occurrence of the base flood discharge.
- B. If, with respect to any encroachment, the requirements of subsection A of this section are met, the new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Sections 14.29.170 through 14.29.240. (Ord. 1076 § 2 (part), 2004.)

14.28.240 Flood-related erosion-prone area.

- A. The floodplain administrator shall require permits for proposed construction and other development within all flood-related erosion-prone areas as known to the community.
- B. Permit applications shall be reviewed to determine whether the proposed site alterations and improvements will be reasonably safe from flood-related erosion and will not cause flood-related erosion hazards or otherwise aggravate the existing hazard.
- C. If a proposed improvement is found to be in the path of flood-related erosion or would increase the erosion hazard, such improvement shall be relocated or adequate protective measures shall be taken to avoid aggravating the existing erosion hazard.
- D. Within Zone E on the flood insurance rate map, a setback is required for all new development from the ocean, lake, bay, riverfront or other body of water to create a safety buffer consisting of a natural vegetative or contour strip. This buffer shall be designated according to the flood-related erosion hazard and erosion rate, in relation to the anticipated “useful life” of structures, and depending upon the geologic, hydrologic, topographic, and climatic characteristics of the land. The buffer may be used for suitable open space purposes, such as for agricultural, forestry, outdoor recreation and wildlife habitat areas, and for other activities using temporary and portable structures only. (Ord. 1076 § 2 (part), 2004.)

14.28.250 Nature of variances.

The variance criteria set forth in this section are based on the general principle of zoning laws that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the county board of supervisors to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level is so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this ordinance are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate. (Ord. 1076 § 2 (part), 2004.)

14.28.260 Appeal board.

- A. In passing upon requests for variances, the board of supervisors shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:

1. The danger that materials may be swept onto other lands to the injury of others;
 2. The danger of life and property due to flooding or erosion damage;
 3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;
 4. The importance of the services provided by the proposed facility to the community;
 5. The necessity to the facility of a waterfront location, where applicable;
 6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 7. The compatibility of the proposed use with existing and anticipated development;
 8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 9. The safety of access to the property in time of flood for ordinary and emergency vehicles;
 10. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
 11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
- B. Any applicant to whom a variance is granted shall be given written notice over the signature of the designated county official that:
1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars for one hundred dollars of insurance coverage; and
 2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the floodplain administrator in the office of the Inyo County recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.
- C. The floodplain administrator will maintain a record of all variance actions, including the justification for their issuance, and report such issued variances in the administrator's biennial report submitted to the Federal Insurance Administration, Federal Emergency Management Agency. (Ord. 1076 § 2 (part), 2004.)

14.28.270 Conditions for variances.

- A. Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the applicable procedures set forth in Sections 14.29.130 through 14.29.240 have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- B. Variances may be issued for the repair or rehabilitation of historic structures (as defined in Section 14.29.050) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

- C. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.
- D. Variances shall only be issued upon a determination that the variance is the “minimum necessary” considering the flood hazard, to afford relief. “Minimum necessary” means to afford relief with a minimum of deviation from the requirements of this ordinance. For example, in the case of variances to an elevation requirement, this means the board of supervisors need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the board of supervisors believes will both provide relief and preserve the integrity of this chapter.
- E. Variances shall only be issued upon:
 - 1. A showing of good and sufficient cause;
 - 2. A determination that failure to grant the variance would result in exceptional hardship, as defined in Section 14.29.050, to the applicant; and
 - 3. A determination that the granting of a variance will not create or result in: increased flood heights, additional threats to public safety, extraordinary public expense, or a nuisance, as defined in Section 14.29.050 under “Public safety and nuisance,” nor cause fraud or victimization as defined in Section 14.29.050, of the public, nor conflict with existing local laws or ordinances.
- F. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of subsections A through E of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.
- G. Upon consideration of the factors in subsection A and the purposes of this chapter, the board of supervisors may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter. (Ord. 1076 § 2 (part), 2004.)