



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA). The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes 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, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but 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.

(2) 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).

REGULAR MEETING February 21, 2023

(Unless otherwise specified by time, items scheduled for either the morning or afternoon sessions will be heard according to available time and presence of interested persons.)

Start Time

- 8:30 A.M.** 1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

- 2) **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case.
- 3) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – 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 Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney,

County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

- 4) **Public Employment – Pursuant to Government Code §54957** – Title: Water Director Appointment.

OPEN SESSION (With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.**
- 5) **Pledge of Allegiance**
 - 6) **Report on Closed Session as Required by Law**
 - 7) **Public Comment**
Comments may be time-limited
 - 8) **County Department Reports**

CONSENT AGENDA (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

- 9) **Minutes from the February 7, 2023 Board of Supervisors Meeting**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Request Board approve the minutes from the February 7, 2023 regular meeting of the Board of Supervisors.
- 10) **Addendum to Current Master Agreement between Inyo County and Aumentum Technologies**
County Administrator | Meaghan McCamman

Recommended Action: Request Board approve an addendum to the current Master Agreement between Inyo County and Aumentum Technologies, in the form of a Letter of Authorization dated Feb. 1, 2023, and authorize the County Administrative Officer or their designee to sign.
- 11) **Conflict of Interest Code Biennial Review**
County Counsel | John Vallejo

Recommended Action: Request Board: A) receive and approve the 2022 Conflict of Interest Code Biennial Report from the Round Valley Joint Elementary School District; and B) receive and approve the 2022 Conflict of Interest Code amendment from the Lone Pine Unified School District.
- 12) **Data Sharing Agreement with California Health and Wellness (CHW)**
Health & Human Services - Behavioral Health | Marilyn Mann

Recommended Action: Request Board approve the Data Sharing Agreement between the County of Inyo Health and Human Services and California Health

and Wellness (CHW) for the provision of data sharing between the County Mental Health Plan (MHP) and CHW, a Medi-Cal Managed Care Plan (MCP), and authorize the HHS director to sign, contingent upon all appropriate signatures being obtained.

13) **Addendums to the MOU between the County of Inyo Health and Human Services and Blue Cross of California Partnership Plan, Inc. (Anthem)**

Health & Human Services | Marilyn Mann

Recommended Action: Request Board approve Addendums No. 1 and No. 2 to the Memorandum of Understanding between the County of Inyo Health and Human Services (HHS) Department and Blue Cross of California Partnership Plan, Inc. (Anthem), clarifying the exchange of protected Health Information/Data Exchange between the County Mental Health Plan (Behavioral Health), Public Health and Anthem, a managed care plan serving Inyo County's Medi-Cal eligible population, and authorize the HHS Director to sign the addendums.

14) **California Mental Health Services Authority (CalMHSA) Participation Agreement Amendment**

Health & Human Services | Marilyn Mann

Recommended Action: Request Board approve amendment to the agreement between the County of Inyo and California Mental Health Services Authority (CalMHSA), reallocating Project Management and Clinical Services funding to a Flexible Spending Account to cover additional subject matter expert topics, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.

15) **Agreement with Department of Health Care Services for MediCal Administrative Activities**

Health & Human Services - Health/Prevention | Marilyn Mann

Recommended Action: Request Board: A) approve the Program Participation Agreement between the County of Inyo and California Department of Health Care Services; and B) authorize the HHS Fiscal Oversight and Special Operations Deputy Director as the Local Governmental Agency Coordinator to sign the agreement.

16) **MedBank Agreement**

Health & Human Services - Health/Prevention | Anna Scott

Recommended Action: Request Board approve the lease agreement between the County of Inyo and CareFusion Solutions, Inc. of San Diego, CA for BD Pyxis MedBank equipment, software, and services, in an amount not to exceed \$58,380.00 plus applicable sales and property taxes, for a period of 60 months, commencing on the date of equipment installation, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.

17) **Amendment No. 1 to American Refuse, Inc. Contract**

Public Works - Recycling & Waste Management | Michael Errante

Recommended Action: Request Board approve Amendment No. 1 to the contract between the County of Inyo and America Refuse, of Wasco, CA increasing the contract to an amount not to exceed \$185,000 for waste tire hauling and recycling, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

18) **Waiver of Fees Consideration for Lower Owens River Clean-Up Event**

Public Works - Recycling & Waste Management | Michael Errante

Recommended Action: Request Board consider approval of waiver of solid waste disposal and gate fees up to \$100 for trash and litter removed at the Lower Owens River Clean event, April 22, 2023.

19) **Amendment No. 4 to Fountainhead Consulting Agreement**

Public Works | Greg Waters

Recommended Action: Request Board approve Amendment No. 4 to the consulting agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, increasing the contract by \$137,327.86 to an amount not to exceed \$808,366.97 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

20) **Notice of Completion for Diaz Lake ADA Boat Dock Project**

Public Works | Michael Errante

Recommended Action: Request Board approve Proposed Resolution No. 2023- 05 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Diaz Lake ADA Boat Dock Project," and authorize the Chairperson to sign.

21) **Appointments to Fill Vacancies on the Water Commission**

Water Department | Aaron Steinwand

Recommended Action: Request Board consider the Letters of Interest received for re-appointment to the Water Commission and appoint two Water Commissioners with a term ending December 31, 2026; and appoint one Water Commissioner to complete a term ending December 31, 2023.

REGULAR AGENDA

22) **Fiscal Year 2022-2023 Mid-Year Financial Report**

County Administrator | Nate Greenberg
30 minutes (20min. Presentation / 10min. Discussion)

Recommended Action: Request Board:

- A) Accept the Fiscal Year 2022-2023 Mid-Year Financial Report as presented;
- B) Approve the specific budget action items and recommendations discussed in the report, and represented in Attachments A & B (*4/5ths vote required*); and
- C) Direct staff to continue the emphasis on revenue attainment and expense savings in order to maximize year-end Fund Balances.

23) **Health and Human Services' Behavioral Health Division Overview**

Health & Human Services - Behavioral Health | Marilyn Mann, Anna Scott, Kimball Pier, Chrystina Pope, Gina McKinzey, Catie Grisham
45 minutes (30 min. Presentation / 15min. Discussion)

Recommended Action: Receive a presentation from Health and Human Services' Behavioral Health Division

24) **Agriculture Department Overview and AgPass Workshop**

Agricultural Commissioner | Nathan Reade
60 minutes (40 min. Presentation / 20 min. Discussion)

Recommended Action: Request Board: A) receive a presentation highlighting the functions of the Agriculture Department and associated programs; and B) participate in a workshop on the development of an Ag Pass Program and provide any follow-up direction to staff as necessary.

CORRESPONDENCE - ACTION

- 25) Request from Department of Alcoholic Beverage Control

ADDITIONAL PUBLIC COMMENT & REPORTS

- 26) **Public Comment**
Comments may be time-limited
- 27) **Board Member and Staff Reports**
Receive updates on recent or upcoming meetings and projects



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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3509

Minutes from the February 7, 2023 Board of Supervisors Meeting Clerk of the Board ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Request Board approve the minutes from the February 7, 2023 regular meeting of the Board of Supervisors.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Draft Feb. 7, 2023 Minutes

APPROVALS:

Darcy Ellis	Created/Initiated - 2/14/2023
Darcy Ellis	Final Approval - 2/14/2023

MINUTES



County of Inyo Board of Supervisors

February 7, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:33 a.m., on February 7, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present per California Assembly Bill 361: Chairperson Jennifer Roeser, presiding, Jeff Griffiths, Trina Orrill, and Scott Marcellin. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Office Technician Hayley Carter. Also present remotely: Supervisor Matt Kingsley.

- Public Comment* The Chairperson asked for public comment related to Closed Session items, and no one requested to speak.
- Closed Session* Chairperson Roeser recessed open session at 8:34 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – 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 Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson; and No. 3 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.
- Open Session* Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:13 a.m. with all Board members present.
- Pledge of Allegiance* Environmental Health Director Jerry Oser led the Pledge of Allegiance.
- Report on Closed Session* County Counsel Vallejo reported that no action was taken during closed session that is required to be reported and said the Board will need to return to closed session at some point to continue discussing closed session items.
- Intros* The following new employees were introduced to the Board: Jennifer Mills, Office Technician II, Environmental Health; and Cathy Rigney, HHS Specialist II, and Melissa Witting, Administrative Assistant to the HHS Director, HHS.
- County Department Reports* HHS Director Marilyn Mann said that Public Health Officer Dr. Richards signed an order yesterday, with the intent to terminate the public health emergency surrounding COVID-19, which will align with the State's intent to do the same on February 28, 2023.
- Emergency Services Manager Mikaela Torres shared an update and overview from Wildfire Preparedness Coordinator Kristin Pfeiler on the recently held Defensible Space Workshop; reminded everyone about the "Ready Inyo" photo contest; reported that representatives from CalOES, FEMA, and the Small Business Administration came to assist with preliminary damage assessments for January storm damages; and said that hazard mitigation planning is still in the works with a meeting scheduled for March 9, 2023.
- Public Comment* Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda.

Public comment was heard from Lauralynn Hundley and Ted Carleton.

Public Works Director Mike Errante updated the Board and public on the progress of the North Round Valley bridge.

Supervisor Roeser spoke about dedicating the meeting in honor of community member Dan Young who recently passed away, noting that he was a respected military veteran and patriot who contributed to many historic projects during his time living in the Owens Valley.

*Clerk of the Board –
Approval of Minutes*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve the minutes of the regular Board of Supervisors meetings of January 10 and January 17, and the special meeting of January 24, 2023. Motion carried unanimously.

*CAO –
2023 Legislative
Platform*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to adopt the Inyo County 2023 Federal Legislative Platform. Motion carried unanimously.

*CAO- Information
Services –
Local Agency
Technical Assistance
Grant*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to accept the Local Agency Technical Assistance (LATA) grant from the State of California and authorize the Chairperson to sign the LATA Grant Consent Form. Motion carried unanimously.

*Personnel –
CPS Human
Resources Agreement
Amendment*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to ratify and approve the Amendment to the CPS HR Consulting services agreement with an updated term of January 5, 2023, through March 31, 2023, and authorize the Assistant County Administrator to sign. Motion carried unanimously.

*County Counsel –
AB 361 Findings*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person. Motion carried unanimously.

*HHS –
Cal HHS Data Sharing
Agreement*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve the Data Sharing Agreement between the County of Inyo and California Health and Human Services (Cal HHS) for the provision of data sharing policy and procedures issued statewide, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

*HHS – Health &
Prevention –
Children’s Medical
Services Plan*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to ratify and approve the CMS Plan for Fiscal Year 2022-2023 to ensure the continuation of children’s medical services in Inyo County and authorize the Chairperson to sign certification statements. Motion carried unanimously.

*Planning Dept. –
Helix Environmental
Planning Inc. Contract
Amendment No. 1*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to ratify and approve Amendment No.1 to the contract between the County of Inyo and the Helix Environmental Group Inc. to amend Section 2 – Term of the agreement to be April 1, 2022, through November 30, 2023; and authorize the Chairperson to sign. Motion carried unanimously.

*Public Works-Parks &
Rec. –
Portuguese Joe
Campground
Reservation*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve the request from Mr. Allan Johnson to reserve all campsites at Portuguese Campground, October 5 through October 8, 2023. Motion carried unanimously.

Public Works –

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve the closure of "C" Street, between Begole and East Locust streets in Lone Pine, between the hours of 8:30

<i>Frontier CA Road Closure</i>	a.m. and 4:00 p.m. on February 21-22, 2023, for the purpose of Frontier California installation of +/- 329 linear feet of aerial cable on existing aerial leads. Motion carried unanimously.
<i>Public Works – T&T Truck and Crane Service Road Closure</i>	Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve the closure of Highland Drive in Bishop, between the hours of 8:30 a.m. and 4:00 p.m. on Wednesday, February 22, 2023, for the purpose of Southern California Edison's use of a crane to replace utility poles. Motion carried unanimously.
<i>Public Works – Cardno, Inc. Contract Amendment No. 1</i>	Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve Amendment No. 1 to the contract between the County of Inyo and Cardno, Inc of Zephyr Cove, NV, increasing the "Do Not Exceed" amount from \$402,545.86 to \$508,736.67, amending Attachment "A" Scope of Work, amending Attachment "B" Schedule of Fees, and amending Section 2 to change the end date of the contract from June 30, 2023 to October 31, 2024, for the Lone Pine Town Streets Project, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>Public Works - Parks & Rec. – Tinnemaha Campground Reservation</i>	The agenda item was pulled from the Consent Agenda to Departmental for further discussion. Chairperson Roeser shared concerns about stress on already limited first response resources, including EMS providers, as well as noise levels and potential runoff issues. County Counsel explained that loud noise and potential safety closures are already addressed through existing County Code and emergency response protocol, respectively. He noted that the existing ordinance gives the Parks Director the discretion to decide what additional requirements to place on the permit request, and the Parks Director can utilize feedback from local first responders to craft any such requirements. Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the request from the Moontribe Collective to reserve all campsites at Tinnemaha Creek Campground, June 1 through June 5, 2023, consistent with regulations the County would require of any other group that would be reserving the campground under similar circumstances. Motion carried unanimously.
<i>Attendance Change</i>	Supervisor Griffiths excused himself from the meeting at 11:08 a.m. to travel to an out-of-town meeting.
<i>Public Works – Caltrans Road Charge Pilot Study Presentation</i>	Lauren Prehoda, Road Charge Program Manager with Caltrans gave a presentation to staff regarding the California Road Charge Pilot Study. Chairperson Roeser asked if there were any public comments. Public comment was heard from Bruce Pischel, Joshua Nicholson, and Lynne Greer.
<i>Planning Dept. – Tribal Consultation Committee Representatives Annual Appointments</i>	Planning Director Cathreen Richards requested the Board appoint two of its members to each of the five Tribal Consultation Committees, in accordance with the County's Tribal Consultation Policy. Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve the following appointments for Tribal Consultation Committee representatives: Supervisors Marcellin and Griffiths, Bishop Paiute Tribe; Supervisors Orrill and Roeser, Big Pine Paiute Tribe; Supervisors Kingsley and Roeser, Fort Independence Paiute Tribe; Supervisors Kingsley and Roeser, Lone Pine Paiute Shoshone Tribe; and Supervisors Kingsley and Griffiths, the Timbisha Shoshone Tribe. Motion carried 4-0, with Supervisor Griffiths absent.
<i>County Counsel – Email Retention Policy Presentation/ Reso #2023-04</i>	County Counsel Chief Deputy Grace Chuchla gave a brief presentation on updates to the Email Retention Policy. Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve Resolution No. 2023-04 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting an Email Retention Policy," and authorize the Chairperson to sign. Motion carried 4-0, with Supervisor Griffiths absent.
<i>CAO – Inyo County Housing Efforts Presentation</i>	Assistant CAO Meaghan McCamman provided a presentation with updates on Inyo County housing efforts and gave feedback to the staff and public. Chairperson Roeser asked if there was any public comment for this item and comment was heard from Bruce Pischel.

<i>Closed Session</i>	Chairperson Roeser recessed open session at 12:48 p.m. for lunch and closed session with all Board members present except Supervisor Griffiths. The Board continued discussion and possible action as appropriate on previously noted closed session items.
<i>Open Session</i>	Chairperson Roeser reconvened the meeting in open session at 1:40 p.m. with all Board members present except Supervisor Griffiths.
<i>Report on Closed Session</i>	County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.
<i>CAO – Information Services – Department Presentation</i>	Information Services Director Scott Armstrong provided the Board with a presentation on the Information Services Department. Chairperson Roeser asked if there was any public comment for this item and there were none.
<i>Public Administrator/Public Guardian – Department Presentation</i>	Public Administrator-Public Guardian Patricia Barton provided the Board with a presentation on the PAPG Department. Chairperson Roeser asked if there was any public comment for this item and comment was heard from Cindy Cox.
<i>Public Comment</i>	Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and there were none.
<i>Board Member & Staff Reports</i>	Supervisor Kingsley said that he attended a community meeting in Charleston View and had a separate visit in Dumont Dunes with the new BLM Area Manager last week and said he will be attending meetings for the Rural County Representatives of California and the National Association of Counties in Washington, D.C. this week. Supervisor Marcellin said he had meetings with the ad hoc committee for Bishop City and Rural Fire District, staff at the Bishop Airport, and the Local Transportation Commission last week, and will meet again with the LTC this week. Supervisor Orrill said she attended a FIRST 5 Board Meeting and various meetings with department heads and has future meetings planned with the Eastern Sierra Transportation Authority and Eastern Sierra Council of Governments. Supervisor Roeser said she attended meetings with staff as well as the Southern Inyo and Northern Inyo Airport Committees; listened to the High Road Transition Counsel “Lunch and Learn,” visited damaged areas from the storm, attended the Search and Rescue installation dinner, the National Association of Counties Ag & Public Lands meeting, and attended the groundbreaking ceremony for the Ft. Independence Travel Center. CAO Greenberg attended the meeting in Charleston View, a meeting at Lone Pine Airport, and met with the budget team, and said he will be attending the Eastern Sierra Council of Governments meeting Friday. Greenberg thanked the Office of Emergency Services team for their work, noting that Manager Mikaela Torres received accolades from the Federal Emergency Management Agency and the Office of Emergency Services. He said he would be working collaboratively around disaster protocol with the Sheriff’s office. Supervisor Kingsley also spoke about the passing of Robert “Bob” Gracey on January 16, 2023, a previous Fourth District Supervisor, whom he said was a “really innovative leader to our area.” Supervisor Marcellin also acknowledged the passing of former Supervisor Gracey, saying that “he will be missed.”
<i>Adjournment</i>	Per Chairperson Roeser’s earlier comments, the meeting was adjourned in honor of Dan Young at 2:55 p.m. to 8:30 a.m. Tuesday, February 21, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

*by: _____
Darcy Ellis, Assistant*



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3484

Addendum to Current Master Agreement between Inyo County and Aumentum Technologies

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

Request Board approve an addendum to the current Master Agreement between Inyo County and Aumentum Technologies, in the form of a Letter of Authorization dated Feb. 1, 2023, and authorize the County Administrative Officer or their designee to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County originally signed a Master Agreement for use of our current property tax management system (PTMS) in 2012. After a rocky start and several delays, the system fully went live at the end of 2019. Because this is a complex system that is almost infinitely configurable, Inyo County staff continues to utilize training and professional consulting services from Aumentum in order to correctly configure and utilize the system to maximize efficiency. This contract will allow Inyo Staff continued access to Aumentum Professional services staff and consultation.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011804
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
Up to \$80,000 which will be billed at \$225/hr. which will be billed based on the actual time worked.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve this addendum to the Aumentum Technologies Master Agreement. This would not be advised, as this agreement will allow the County Departments who use Aumentum access to the professional consulting services they need for successful use of the system.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Assessor, Inyo County Auditor, Inyo County Treasurer/Tax Collector, Inyo County Information Services

ATTACHMENTS:

1. Master Agreement Addendum

APPROVALS:

Meaghan McCamman	Created/Initiated - 2/1/2023
Darcy Ellis	Approved - 2/1/2023
Scott Armstrong	Approved - 2/1/2023
Amy Shepherd	Approved - 2/2/2023
John Vallejo	Approved - 2/2/2023
Nate Greenberg	Final Approval - 2/15/2023



LETTER OF AUTHORIZATION

February 1, 2023

Scott Armstrong
Information Services Director
Inyo County
PO BOX 477
Independence, CA 93526

Dear Meaghan:

This Letter of Authorization ("LOA") will confirm Inyo County's request for professional services consulting and travel at the price(s) indicated. This will be an addendum to the current Master Agreement CA2012.004-LOA204 between Inyo County (the "County") and Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech"). All the terms and conditions of that agreement will pertain.

PROFESSIONAL SERVICES

Quantity	Description	Hourly Fees
Not to Exceed \$80,000.00	Professional Services Consulting – Billed as Used	\$225.00
Not to Exceed \$40,000.00	Travel Time and Expenses for onsite support Billed as Incurred	Actual costs

Professional services will be billed as used monthly at the rate shown, plus any travel, travel fees, meals, and other related expenses. Professional services fees plus any travel related expenses are due and payable after Aumentum Tech performs such services in accordance with Aumentum Tech invoice(s) that shall be sent to the County. All invoices are due upon receipt.

Approval of this LOA will allow Aumentum Tech to perform the services herein.

ACCEPTANCE

Inyo County	Aumentum Technologies
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:



Description of Agreement

Inyo County is requesting Professional Services Consulting support to help elevate staff's Aumentum proficiency and converted records processing through the performance of key Business Processes and other consulting support.

The County and Aumentum Tech agree to the following:

- Aumentum Tech will provide billable consulting services to the County in support of Key Business Processes and other consulting support.
- Work will be performed as hourly consulting at a rate of \$225 per hour.
- Work can include (but not limited to) refresher training, tools support, process support, process re-engineering, production data entry, configuration assistance, system optimization or other health checks.
 - As the users become more comfortable with Aumentum, the County can consider booking a specific period of time to have a consultant help refine business processes, show best practices, or provide other general support.
- All consulting services are billed as used and the scheduling is dependent on staff availability.
 - This LOA is assumed not to exceed \$80,000 in services and \$40,000 in travel – any estimates provided are for budgetary purposes only and final pricing is depending on actual hours or travel expenses used.
 - Once the maximum in this LOA has been used or expired, a new LOA will be needed for any additional hours requested, and should the County decide, may occur into future years as an ongoing service.
 - Travel expenses and travel time for any onsite support will be invoiced separately.
- The County will request consulting assistance prior to the work starting.
 - The County will open a Teams Support ticket with the request of consulting support and/or travel. Aumentum Tech will triage and assign the ticket and work will begin.
 - Aumentum Tech will track all requests, office, activity and status.
 - An updated report will be provided monthly or as otherwise requested.
 - Hours are assumed consulting and travel only. No planned deliverables unless otherwise agreed in the individual engagement.
- Aumentum Tech will submit a monthly Deliverable Acceptance Statement (DAS) that documents work authorized during the previous month.
 - DAS will have a 5-day approval period. After the 5-day approval period, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies with detailed rationale for rejecting this milestone.
 - Rejection of a milestone will result in immediate escalation and halt any remaining consulting for further review.
- This LOA will expire 12 months after the last signature date by either party, or any unused, unauthorized hours in this agreement will not be billed. The County may extend the expiration by 6 months upon agreement of both parties or request future LOAs to continue professional services beyond the 12 month period.



Assumptions

- Scheduling is dependent on staff availability. Consulting is provided from 8:00am to 3:00pm PT. Consulting services needed for after-hours, weekends and holidays will be billed at 2x the hourly rate unless otherwise agreed in advance.
- Aumentum Tech will provide coordinators for request authorization, scheduling, tracking, status updates and DAS submission. Coordination time will be added to each monthly DAS, not to exceed 1.5 hours per month.
- County is responsible for providing access to the designated County environment for the work to be performed.
- County is responsible for maintaining the deployment of releases, hotfixes or data fix patches, unless otherwise requested in an assistance request.
- Onsite support must be requested at least 3 weeks in advance, and the County will be responsible for all travel expenses, including a minimum of 10 hours of travel time (billed at \$75 per hour) per round trip and consulting hours for onsite and remote staff. Aumentum Tech staff travel will be dependent on staff availability.
- The County understands that the traveling Aumentum Tech employee may discontinue participation of any portion of this on-site County activity including travel to/from, customer visits at the County office or other locations, social events, or any other aspect of the trip if the traveler feels that unsafe practices may be conducted in his/her presence or if it is believed by the traveler that his/her health may be at risk.
- DAS statements will report consulting hours only. Invoices for travel time and expenses will be submitted separately as travel occurs.



DELIVERABLE ACCEPTANCE STATEMENT (DAS)

PROFESSIONAL SERVICES CONSULTING – MONTH/YEAR (BILLABLE MILESTONE)

Purpose

The purpose of this form is for the County to provide agreement for the authorized monthly Professional Services consulting work. Travel time and expenses invoiced separately.

Acceptance Criteria

- Aumentum Tech has performed the below billable work at the authorization of the client.
 - Total consulting hours completed this period: _____
 - Total remaining hours or funds per contract: _____

Date requested	Ticket #	Office	Completed Hours for Billing	Brief description of service

This DAS was submitted on: _____

The County response period is five (5) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies with detailed rationale for rejecting this milestone. Written rejection will result in immediate escalation and halt any remaining services for further review.

We, the undersigned, agree that the authorized work has been performed and that under the conditions of this Letter of Authorization and any existing agreements(s) between the County and Aumentum Technologies the County will be billed for _____ hours at a rate of **\$225** per hour for a total of \$_____ upon signing this acceptance form.

Inyo County, CA:

Aumentum Technologies:

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

For Aumentum Technologies Internal Office Use Only:
Prof Svcs Project Implementation: 5010-10-0-04



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3495

Data Sharing Agreement with California Health and Wellness (CHW)

Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY

Lori Bengochia, Innovations and Grant Manager

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Request Board approve the Data Sharing Agreement between the County of Inyo Health and Human Services and California Health and Wellness (CHW) for the provision of data sharing between the County Mental Health Plan (MHP) and CHW, a Medi-Cal Managed Care Plan (MCP), and authorize the HHS director to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

Health and Human Services' Behavioral Health division, as the Medi-Cal speciality Mental Health Plan (MHP), has a current Memorandum of Understanding with California Health and Wellness as well as an addendum that covers data sharing. The Data Sharing Agreement for this request is the detailed information that will be shared between agencies to meet the Department of Health Care Services (DHCS) Cal-AIM initiative, Goal 3, Milestone 1a which requires demonstrating bi-directional direct data sharing with Medi-Cal Managed Care Plans (MCP) and MHP. To meet the requirement, a detailed agreement has been produced to clarify the exchange of protected health information between the MHP and CHW. The Department respectfully requests your Board approve the MOU and authorize the HHS Director to sign.

FISCAL IMPACT:

Funding Source	No funding for this item	Budget Unit	N/A
Budgeted?	N/A	Object Code	N/A
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Data Sharing Agreement is necessary to complete milestone 3a for the Behavioral Health Quality Improvement Plan (BHQIP) and if not approved, will affect the funding received for the project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Data Sharing Agreement

APPROVALS:

Lori Bengochia	Created/Initiated - 2/6/2023
Darcy Ellis	Approved - 2/8/2023
Melissa Best-Baker	Approved - 2/8/2023
Marilyn Mann	Approved - 2/8/2023
John Vallejo	Approved - 2/9/2023
Marilyn Mann	Final Approval - 2/9/2023

DATA EXCHANGE/DATA SHARING AGREEMENT

Exchange of Information, Including PHI, Related to the Beneficiaries Receiving Behavioral Health(BH) and Substance Use Disorder or Drug Medi-Cal (SUD/DMC) Services

This DATA EXCHANGE/DATA SHARING AGREEMENT (“AGREEMENT”) is made and entered into by and between the COUNTY OF INYO, a Political Subdivision of the State of California, hereinafter referred to as “COUNTY” and California Health and Wellness Plan, (“CHWP”), a health maintenance organization, whose address is 4191 E. Commerce Way, Sacramento, California 95834, (collectively the “Parties” and individually “Party”) in order to implement certain provisions of Title 9 of the California Code of Regulations (“CCR”).

WHEREAS, COUNTY through its Department Health and Human Services Division of Behavioral Health is a Mental Health Plan and Drug Medi-Cal (DMC) hereinafter referred to as “MHP”, as defined in Title 9 CCR, section 1810.226 and is required by the State Department of Mental Health (“DMH”) and the Department of Health Care Services (“DHCS”) to enter into a Data Sharing Agreement with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries in accordance with Title 9 CCR; and

Commented [VS11]: Remove this language if not applicable.

WHEREAS, nothing contained herein shall add to or delete from the services required by COUNTY or CHWP under each individual Party’s agreement with the State (“State”) of California or the provisions of State or federal law. COUNTY and CHWP agree to perform required services under said agreements with the State, to the extent not inconsistent with laws and regulations; and

WHEREAS, this AGREEMENT cannot conflict with MHP’s obligations in the State/County MHP Contract, CCR Title 9, and the State Plan for the rehabilitation and Targeted Case Management outpatient; and

WHEREAS, all references in this AGREEMENT to “members” are limited to individuals assigned to or enrolled in CHWP health plan.

WHEREAS, the Centers for Medicare and Medicaid Services (CMS) approved Medicaid authorities for the California Advancing and Innovating Medi-Cal program (CalAIM).

WHEREAS, future CalAIM initiatives that may be implemented Enhanced Care Management (ECM), and Community Supports (CS), build upon California’s previous Medi-Cal initiatives, including Whole Person Care (WPC) pilots and the Health Homes Program (HHP) to meet the care needs for complex care populations by addressing the physical, behavioral, and social needs of Medi-Cal members; and

WHEREAS, the Department of Health Care Services (“DHCS”) issued CalAIM Data Sharing Authorization Guidance dated March 2022, setting out specific guidance that supports data sharing between Managed Care Plans (MCPs) health care providers, community-based social and human service providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM; and

WHEREAS, the CalAIM Incentive Payment Program is intended to support the implementation and expansion of ECM and Community Supports by incentivizing managed care plans (MCPs), in accordance with 42 CFR Section 438.6(b), to drive MCP delivery system investment in provider capacity and delivery system infrastructure; bridge current silos across physical and behavioral health care service

delivery; reduce health disparities and promote health equity; achieve improvements in quality performance; and encourage take-up of Community Supports; and

WHEREAS, the Housing and Homelessness Incentive Program (HHIP) is a voluntary Medi-Cal Managed Care Plan (MCP) Incentive Program that aims to improve health outcomes and access to whole person care services by addressing housing insecurity and instability as social determinants of health for the Medi-Cal population; and

WHEREAS, the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) is focused on implementation of payment reform, behavioral health policy changes, and bi-directional data exchange between systems of care for the purpose of improving quality and behavioral health outcomes and care coordination for Medi-Cal beneficiaries.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties hereto agree as follows:

1. TERM

This AGREEMENT shall become effective retroactively the 31st day of December 2022 and shall terminate on the 30th day of _____.

Commented [NPM2]: Some counties have adopted the following language to fulfill the term:

This AGREEMENT shall become effective retroactively the 31st day of December 2022 for a one (1) year term and shall thereafter automatically renew for one (1) year periods for up to five (5) years.

2. TERMINATION

A. Non-Allocation of Funds. The terms of this AGREEMENT, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this AGREEMENT terminated at any time by giving CHWP sixty (60) days advance written notice.

B. Without Cause. Under circumstances other than those set forth above, this AGREEMENT may be terminated by CHWP or COUNTY or Director of COUNTY's Department of Behavioral Health, or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate.

3. COMPENSATION

The program responsibilities conducted pursuant to the terms and conditions of this AGREEMENT shall be performed without the payment of any monetary consideration by CHWP or COUNTY, one to the other.

4. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CHWP under this AGREEMENT, it is mutually understood and agreed that CHWP, including any and all of CHWP's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or

method by which CHWP shall perform its work and function. However, COUNTY shall retain the right to administer AGREEMENT to verify that CHWP is performing its obligations in accordance with the terms and conditions thereof. CHWP and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this AGREEMENT.

Because of its status as an independent contractor, CHWP shall have absolutely no right to employment rights and benefits available to COUNTY employees. CHWP shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, CHWP shall be solely responsible and save COUNTY harmless from all matters relating to payment of CHWP's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this AGREEMENT, CHWP may be providing services to others unrelated to the COUNTY or to this AGREEMENT.

5. HOLD-HARMLESS

Each of the Parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this AGREEMENT, and if either Party becomes liable for damages caused by its officers, agents, or employees, it shall pay such damages without contribution by the other Party. Each Party hereto agrees to indemnify, defend (if requested by the other Party) and save harmless the other Party, its officers, agents, and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages, and liabilities proximately caused by the Party, including its officers, agents, and employees, solely negligent or wrongful acts or omissions. In addition, either Party agrees to indemnify the other Party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other Party.

6. DISCLOSURE OF SELF-DEALING TRANSACTIONS

Members of CHWP Board of Directors shall disclose any self-dealing transactions that they are a party to CHWP while CHWP is providing goods or performing services under this AGREEMENT. A self-dealing transaction shall mean a transaction to which CHWP is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions to which they are a party.

7. CONFIDENTIALITY

All responsibilities performed by the Parties under this AGREEMENT shall be in strict conformance with all applicable Federal, State and/or local laws and regulations relating to confidentiality (local laws and regulations, still have to abide by state laws).

8. NON-DISCRIMINATION

During the performance of this AGREEMENT, CHWP shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age, or gender, pursuant to all applicable State and Federal statutes and regulations (local laws and regulations, still have to abide by state laws).

9. AUDITS AND INSEPCCTIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this AGREEMENT as may be required under State or federal law or regulation or a Party’s contract with a State agency.

10. NOTICES

The persons having authority to give and receive notices under this AGREEMENT and their addresses include the following:

California Health and Wellness: COUNTY:

<u>California Health and Wellness</u>	<u>COUNTY OF INYO</u>
<u>4191 E. Commerce Way</u>	<u>1360 N. Main Street</u>
<u>Sacramento, CA 95834</u>	<u>Bishop, CA 93514</u>

or to such other address as such Party may designate in writing.

Any and all notices between COUNTY and CHWP provided for or permitted under this AGREEMENT or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party.

11. GOVERNING LAW

The Parties agree that for the purposes of venue, performance under this AGREEMENT is to be in Inyo County, California.

The rights and obligations of the Parties and all interpretation and performance of this AGREEMENT shall be governed in all respects by the provisions of California Department of Health Care Services’ official policy letters and the laws and regulations of the State of California.

12. PURPOSE

This AGREEMENT addresses how COUNTY and CHWP will coordinate care of Beneficiaries with behavioral health (BH) and substance use disorder (SUD), as well as member match on homelessness and housing status. Individuals with BH and SUDs have substantially higher morbidity and mortality associated with physical health problems than the general public. For many of these individuals, accessing physical healthcare services independently is a challenge and their BH and SUD service provider functions as their primary connection to the overall healthcare system.

In order to coordinate care for such Beneficiaries, the Parties must identify those Beneficiaries who are enrollees of CHWP and clients of COUNTY and its contracted Providers (“Common Members”). This AGREEMENT documents how the Parties will share information to: (a) identify Common Members in compliance with the requirements of all applicable Federal and State laws and regulations; and (b) provide coordinated care to the Common Members.

13. DATA MATCHING

Performing a data match to identify Common Members and transmitting the results to the entities providing services to the Common Members helps achieve two important results:

- a. The matched data can help alert healthcare providers to ongoing BH and SUD needs and interventions in Common Members. These BH and SUD needs, and interventions may have impact on their physical healthcare, and providing the information may facilitate consultation and collaboration between health, BH and SUD providers that can improve the health status and treatment outcomes of those served.
- b. Results of this match would also provide COUNTY with information that would allow COUNTY BH and SUD Providers to more efficiently and effectively facilitate access to much needed physical healthcare services for Common Members by identifying available primary care resources.
- c. Results of matching may also provide COUNTY with information that would allow CHWP and COUNTY to more efficiently and effectively member match on homelessness and housing status to better coordinate care and facilitate access to housing for Common Members by identifying available housing resources and coordinating linkages to housing supports and services.

14. PROTOCOLS GOVERNING THE EXCHANGE OF INFORMATION

CHWP shall provide to COUNTY the data described in Exhibit ____, CHWP Beneficiary Data Exchange Protocol (“Protocol”). COUNTY shall use this data solely to determine whether Beneficiaries are Common Members.

- a. For those Beneficiaries who are determined to be Common Members, COUNTY and CHWP shall use the data for the purposes of coordinating care.
- b. For those Beneficiaries who are determined not to be Common Members, COUNTY and CHWP shall not use the data for any other purposes and shall return it to CHWP and remove it from all Systems where the data was used or stored.

CHWP and COUNTY have reviewed the attached Protocol and agree that the data described in the Protocol complies with the minimum necessary standard for both HIPAA and 42 C.F.R. Part 2.

The Parties shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Security Rule and 42 C.F.R. Part 2 in transmitting, receiving, and maintaining Protected Health Information (PHI) exchanged in accordance with the Protocol.

The Parties shall ensure that client releases of information are in place via a release form which is compliant with both HIPAA and 42 C.F.R. Part 2.

The Parties shall establish a 42 C.F.R. Part 2-compliant consent management system to provide a sharing platform that meets local, state, and federal rules and regulations for exchanging BH and SUD information.

15. HIPAA OBLIGATIONS OF THE PARTIES

CHWP and COUNTY acknowledge that each is a covered entity under HIPAA, and each acknowledges their independent obligations to comply with HIPAA.

Each party represents that it has implemented reasonable safeguards to protect the privacy and security of PHI, (including, but not limited to, electronic PHI), received from or transmitted by the other party and to prevent unpermitted uses or disclosures of such PHI.

16. BUSINESS ASSOCIATE OBLIGATIONS

The Parties acknowledge that for the purposes of conducting the data matching, COUNTY shall be acting in the capacity of a Business Associate of CHWP, with respect to the receipt of PHI for Beneficiaries who are not Common Members.

The Parties shall enter into a Business Associate Agreement for the data matching requirements.

Upon completion of the data matching, COUNTY shall not retain any PHI for CHWP Beneficiaries who are not Common Members. Such PHI shall be destroyed or returned in accordance with the terms of the Business Associate Agreement.

17. TERMS

The technical implementation outlined in the AGREEMENT will commence upon the adoption of a Universal Release Form and associated protocol by CHWP and COUNTY.

If the Universal Release Form and associated protocol are configured through a Health Information Exchange (HIE), then the data sharing process may be modified to align with HIE functionality.

18. ENTIRE AGREEMENT

This AGREEMENT including all Exhibits and Attachments set forth below constitutes the entire AGREEMENT between CHWP and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this AGREEMENT.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION
THAT MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

California Health and Wellness	<u>County of Inyo</u> (Legibly Print Name of Provider)
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
_____	Tax Identification Number: _____

Included in Agreement	Attachment/Exhibit
X	Exhibit A: California Data Exchange Framework (DxF) Data Sharing Agreement Language
X	Exhibit B: CHWP Beneficiary Data Exchange Protocol – Behavioral Health and SUD Services Data
X	Exhibit C: CHWP Beneficiary Data Exchange Protocol – Housing Status and Housing Program/Services Data
X	Exhibit D: Certificate of Data Destruction

EXHIBIT A
DATA SHARING AGREEMENT

(CALIFORNIA DATA EXCHANGE FRAMEWORK (DxF) DATA SHARING AGREEMENT)

1. PARTIES

(a) “The “Parties”, in accordance with this single Data Sharing Agreement (DSA) are required or can elect to exchange Health and Social Information, as defined by this DSA within the State of California.”

2. PURPOSE AND INTENT

(a) California Health and Safety Code § 130290 was enacted in 2021 and establishes the creation of the California Health and Human Services Data Exchange Framework and requires certain datasharing among entities as set forth in California Health and Safety Code § 130290(f) on or before January 31, 2024. California Health and Safety Code § 130290 also provides for the California Health and Human Services Agency to encourage the inclusion of county health, public benefit, and social services as part of the Data Exchange Framework.

(b) Welfare and Institutions Code §14184.102 and Penal Code §4011.11, were also enacted in 2021 to support CalAIM and the sharing of information between County Agencies and the Managed Care Plan;

(c) Department of Health Care Services (“DHCS”) issued CalAIM Data Sharing Authorization Guidance dated March 2022, setting out specific guidance that supports data sharing between Managed Care Plans (MCPs) health care providers, community-based social and human service providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM;

(d) This Agreement addresses how the Parties will share information to coordinate care of Medi-Cal Members while supporting CalAIM initiative and remaining in compliance with all applicable federal and state laws.” (local laws and regulations, still have to abide by state laws). This Agreement sets forth a common set of terms, conditions, and obligations to support secure real-time access to, or exchange of Information (as defined below) between and among the parties. Nothing in this Agreement is intended to replace or supersede any existing or future agreement between or among the Party that provides for more extensive data exchange than that required under this Agreement.

3. DEFINITIONS

“**Agreement**” shall mean this Data Sharing Agreement.

“**Applicable Law**” shall mean all federal, state, local, or tribal laws and regulations then in effect and applicable to the subject matter herein. For the avoidance of doubt, federal government entities are only subject to federal law.

“**Authorization**” shall have the meaning and include the requirements set forth at 45 CFR § 164.508 of the HIPAA Regulations and at Cal. Civ. Code § 56.05. The term shall include all requirements for

obtaining consent to disclose confidential substance abuse disorder treatment records as set forth in 42 C.F.R. Part 2, when applicable, and shall include any additional requirements under Applicable Law to disclose PHI or PII.

“Behavioral Health Services (or “Behavioral Health”) - Mental Health Services provided pursuant to Section 51341 of Title 22 of the California Code of Regulations and Drug Medi-Cal substance abuse services provided pursuant to Section 51341.1 of Title 22 of the California Code of Regulations and any mental health benefits and substance abuse available under the Medi-Cal Program. **“Breach”** shall mean the unauthorized acquisition, access, disclosure, or use of Health and Social Services Information as set forth in the Policies and Procedures.

“Confidentiality of Medical Information Act” (CMIA) - A State law, California Civil Code Section 56 et. seq., which governs the confidentiality of medical information, as defined therein; this law specifies when medical information is required and permitted to be disclosed by health care providers and others.

“Confidential Party Information” shall mean proprietary or confidential materials or information of a party in any medium or format that a party labels as such upon disclosure or that given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential. Notwithstanding any label to the contrary, Confidential Party Information does not include any information which is or becomes known publicly through no fault of the party to which such information is disclosed (a **“Receiving Party”**); is learned of by a Receiving Party from a third party entitled to disclose it; is already known to a Receiving Party before receipt from the disclosing party as documented by the Receiving Party’s written records; or is independently developed by a Receiving Party without reference to, reliance on, or use of the disclosing Participant’s Confidential Participant Information.

“Covered Entity” shall have the meaning set forth at 45 C.F.R. § 160.103 and shall also include the following as these terms are defined in California Civil Code § 56.05: “provider of health care,” “health care service plan,” and “licensed health care professional.”

“Effective Date” shall mean December 31, 2022.

“Health and Social Services Information” shall mean any and all information received, stored, processed, generated, used, transferred, disclosed, made accessible, or shared pursuant to this Agreement, including but not limited to: (a) Data Elements as set forth in the applicable Policy and Procedure; (b) information related to the provision of health care services, including but not limited to PHI; and (c) information related to the provision of social services. Health and Social Services Information may include PHI, PII, de-identified data (as defined in the HIPAA Regulations at 45 C.F.R. § 164.514), anonymized data, pseudonymized data, metadata, digital identities, and schema.

“HIPAA Regulations” shall mean the standards for privacy of individually identifiable health information, the security standards for the protection of electronic protected health information and the breach notification rule (45 C.F.R. §§ 160 and 164) promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as in effect on the Effective Date and as may be amended, modified, or renumbered.

“Individual User” shall mean the person who is the subject of PHI or PII.

“Minimum Necessary Rule” shall mean Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum

necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

“**Personally Identifiable Information**” or “**PII**” shall have the same meaning as “Personal Information” set forth in Section 1798.140(o) of the California Civil Code, but shall be limited to PII exchanged pursuant to this Agreement.

“**Personal Representative**” shall refer to a person who, under Applicable Law, has authority to act on behalf of an individual as set forth in 45 C.F.R. § 164.502(g).

“**Protected Health Information**” or “**PHI**” shall refer to “protected health information” as set forth at 45 C.F.R. § 160.103 of the HIPAA Regulations and “medical information” as set forth at Civil Code § 56.05..

“**Recipient**” shall mean a Party that receives Health and Social Services Information from a Submitter. For purposes of illustration only, Recipients include, but are not limited to, Participants who receive queries, responses, subscriptions, publications, or unsolicited messages.

“**Social Services**” shall mean the delivery of items, resources, and/or services to address social determinants of health and social drivers of health, including but not limited to housing, foster care, nutrition, access to food, transportation, employment, and other social needs.

“**Submitter**” shall mean a Party that submits Health and Social Services Information to a Recipient.

“**System**” shall mean software, portal, platform, or other electronic medium controlled by a Party through which the Party conducts Health and Social Services Information exchange-related activities. For purposes of this definition, it shall not matter whether the Party controls the software, portal, platform, or medium through ownership, lease, license, or otherwise.

“**Treatment**” shall have the same meaning as set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.

4. USE OF HEALTH AND SOCIAL SERVICES INFORMATION

(a) *Required, Permitted and Prohibited Purposes.* The purposes for which the Parties shall or may acquire, access, use, and disclose Health and Social Services Information pursuant to this Agreement, and the purposes for which the Participants may not acquire, access, use or disclose Health and Social Services Information pursuant to this Agreement, shall be set forth in “Exhibit B” [the Policies and Procedures.]

5. POLICIES AND PROCEDURES AND SPECIFICATIONS

(a) *Compliance with Terms of this Agreement.* Parties shall at all times abide by this Agreement, including the Policies and Procedures and Specifications.

(b) *Incorporation; Modifications.* The Policies and Procedures, the Specifications, and any future updates to either of them is hereby incorporated by reference into this Agreement. The Policies and Procedures and Specifications are intended to be flexible to address changing needs and standards

and may be modified from time to time through the process outlined in the Policies and Procedures without a need to modify or re-execute this AGREEMENT.

(c) *Health Equity*. In order to reduce healthcare disparities, the Specifications shall set forth standards that advance health equity.

6. AUTHORIZATIONS

(a) To the extent required by Applicable Law, Party shall not disclose PHI or PII to another Party unless a legally valid “Authorization” (Authorization for Disclosure (AFD) / consent form) has been obtained. For the avoidance of doubt, Party shall not be required to obtain an “Authorization” prior to disclosing PHI or PII pursuant to this Agreement unless an “Authorization” is required under Applicable Law. For the understanding of the Recipient regarding the exchange of data to coordinate care for Beneficiaries, including protocols governing the secure and legally permissible exchange of information, to ensure coordination of physical health, mental health, and substance abuse services. Patient Authorization for Disclosure (AFD) forms for data sharing and re-disclosure will be maintained and retained at the Provider level. Any disclosure of Health and Social Services Information by a Submitter shall be deemed an express representation that the Submitter has complied with this Section and unless the Recipient has actual knowledge to the contrary, the Recipient may reasonably and justifiably rely upon such representation.

7. REQUIREMENT TO EXCHANGE HEALTH AND SOCIAL SERVICES INFORMATION

(a) Each Party shall engage in the exchange of Health and Social Services Information as set forth in the Policies and Procedures, through this agreement. Each Party agrees to comply with all the minimum requirements for data exchange set forth in the Policies and Procedures or Specifications.

(b) Parties shall engage in the real-time exchange of Health and Social Services Information in accordance with the timeframes set forth in the Policies and Procedures.

8. PRIVACY AND SECURITY

(a) *General*. Each Party shall at all times fully comply with all Applicable Law relating to this Agreement and the use of Health and Social Services Information.

(b) *Safeguards*. Each Party shall be responsible for maintaining a secure environment that supports the exchange of PHI or PII as set forth in the Policies and Procedures. And to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses, or transmits data, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement.

(c) *Individual User Education*. Parties shall use tools, resources, and technical assistance made available by the California Health and Human Services Agency to help Individual Users and/or their Personal Representatives understand the benefits of information sharing and for obtaining informed consent.

9. MINIMUM NECESSARY

(a) Any use or disclosure of PHI or PII pursuant to this Agreement will be limited to the

minimum PHI or PII necessary to achieve the purpose for which the information is shared, except where limiting such use or disclosure to the minimum necessary (i) is not feasible, (ii) is not required under the HIPAA Regulations, as defined in 45 CFR section 164.514(e)(2) (such as for Treatment or Healthcare Operations), or any other Applicable Law, (iii) is a disclosure to an Individual User or Individual User's Personal Representative, (iv) is a disclosure pursuant to an Individual User's Authorization, or (v) is a disclosure required by Applicable Law. The "Parties" shall share Protected Health Information (PHI) as needed for the purpose of care coordination in accordance with the DSA and to the extent permitted by law, and in accordance with the regulatory requirements pertaining to 42 C.F.R Part 2 regarding re-disclosure of SUD data.

10. INDIVIDUAL ACCESS SERVICES

(a) *Bidirectional Access to Health Information.* An Individual User or an Individual User's Personal Representative shall have the right to inspect, obtain a copy of, and have bidirectional electronic access to, PHI or PII about the Individual User as set forth in the Policies and Procedures and to the extent consistent with Applicable Law.

11. COOPERATION AND NON-DISCRIMINATION

(a) Each Party shall

(i) Cooperate in good faith with the other party to implement the provisions of this AGREEMENT;

(ii) Provide such non-privileged information to the other Party as they may reasonably request for purposes of performing activities related to this AGREEMENT;

(iii) Actively engage in the bilateral or multilateral exchange of information as needed and to the extent permitted or required under this Agreement and Applicable Law;

(iv) Devote such time as may reasonably be requested to review information, meet with, respond to, and advise the other Party with respect to activities as they relate to this AGREEMENT;

(v) Provide such reasonable assistance as may be requested when performing activities as they relate to this Agreement; and

(vi) Provide any requested information and assistance to the Party in the investigation of breaches and disputes, subject to a Party's right to restrict or condition its cooperation or disclosure of information in the interest of (A) preserving privileges in any foreseeable dispute or litigation or (B) protecting its Confidential Party Information. In no case shall a Party be required to disclose PHI or PII in violation of Applicable Law.

(b) In seeking another Party's cooperation, each Party shall make all reasonable efforts to accommodate the other Party's schedules and reasonable operational concerns. A Party shall promptly report, in writing, to the other Party, any problems or issues that arise in working with the other Party's employees, agents, or subcontractors that threaten to delay or otherwise adversely impact a Party's ability to fulfill its responsibilities under this Agreement. This writing shall set forth in detail and with clarity the problems that the Party has identified.

(c) *Prohibition on Exclusivity.* A Party may not require exclusivity or otherwise prohibit (or attempt to prohibit) the other Party, entity, or individual from joining or exchanging Health and Social Services Information under this Agreement.

(d) *No Discriminatory Limits on Exchange of Health and Social Services Information.* Parties shall not unfairly or unreasonably limit exchange or interoperability with the other Party or Individual User, such as by means of burdensome testing requirements that are applied in a discriminatory manner or other means that limit the ability of a Party to send or receive Health and Social Services Information with the other Party or Individual User or slows down the rate at which such Health and Social Services Information is sent or received if such limitation or slower rate would have an anti-competitive effect.

12. INFORMATION BLOCKING

(a) Parties shall comply with any information-blocking provisions set forth in the Policies and Procedures.

13. LEGAL REQUIREMENTS

(a) *Monitoring and Auditing.* The Governance Entity, acting through its agents and independent contractors, shall have the right, but not the obligation, to monitor and audit Parties' compliance with their obligations under this Agreement. Unless prohibited by Applicable Law, Parties shall cooperate with the Governance Entity in these monitoring and auditing activities and shall provide, upon the reasonable request of the Governance Entity, complete and accurate information in the furtherance of its monitoring and auditing activities. To the extent that any information provided by Parties to the Governance Entity in connection with such monitoring and auditing activities constitutes Confidential Party Information, the Governance Entity shall hold such information in confidence and shall not disclose such information to any person or entity except as required by Applicable Law.

(b) *Individual User Opt Out.* Nothing in this Agreement shall prohibit an Individual User or an Individual User's Personal Representative from opting out of having the Individual User's PHI or PII exchanged pursuant to this Agreement.

14. REPRESENTATIONS AND WARRANTIES

Each Party hereby represents and warrants the following:

(a) *Execution of the Agreement.* Each Party has full power and authority to enter into and perform this Agreement and has taken whatever measures necessary to obtain all required approvals or consents in order for it to execute this Agreement. The representatives signing this Agreement on behalf of the Parties affirm that they have been properly authorized and empowered to enter into this Agreement on behalf of the Party.

(b) *Compliance with this Agreement.* Except to the extent prohibited by Applicable Law, each Party shall comply fully with all provisions of this Agreement. To the extent that a Party delegates its duties under this Agreement to a third party (by contract or otherwise) and such third party will have access to Health and Social Services Information, that delegation shall be in writing and require the third party, prior to exchanging Health and Social Services Information with any Party, to agree to the same restrictions and conditions that apply through this Agreement to a Party. If either Party determines, after reasonable diligence, that any action or inaction relative to an obligation, including conformance to

changes in the Specifications or Policies and Procedures, will cause it to violate Applicable Law, the Party may terminate this Agreement immediately upon sending written notice to the other party.

(c) *Accuracy of Health and Social Services Information.* When acting as a Submitter, each Party represents that at the time of transmission, the Health and Social Services Information it provides is an accurate representation of the data contained in, or available through, its System and is (i) sent from a System that employs security controls that meet industry standards so that the Health and Social Services Information being transmitted is intended to be free from malicious software, and (ii) provided in a timely manner and in accordance with the Policies and Procedures. Other than those representations elsewhere in this Agreement, the Submitter makes no other representation, express or implied, about the Health and Social Services Information.

(d) *Express Warranty of Authority to Exchange Health and Social Services Information.* To the extent each Party discloses Health and Social Services Information to the other Party, the disclosing Party represents and warrants that it has sufficient authority to disclose such Health and Social Services Information.

(e) *Third-Party Technology.* Both Parties acknowledge that each Party use technology solutions, applications, interfaces, software, platforms, clearinghouses, and other IT resources to support exchange of Health and Social Services Information that may be provided by third parties (“**Third-Party Technology**”). Each Party shall have agreements in place that require Third-Party Technology vendors (i) to provide reliable, stable, and secure services to the Party and (ii) to adhere to the same or similar privacy and security standards applicable to the Party pursuant to this Agreement. However, both Parties acknowledge that Third-Party Technology may be interrupted or not available at times and that this could prevent a Party from transmitting Health and Social Services Information. Parties do not make any representations or warranties as to their Third-Party Technology.

15. TERM, SUSPENSION, AND TERMINATION

(a) *Term.* This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Section or the Policies and Procedures.

(b) *Termination by a Party.* Either Party may terminate this Agreement, with or without cause, by giving the other party at least ten (300) business days’ prior written notice.

(c) *Effect of Termination.* Upon any termination of this Agreement for any reason, the terminated party shall thereupon and thereafter shall have no rights under this Agreement to exchange data with the other Party. Termination of this Agreement shall not affect any rights or obligations which by their terms should survive termination or expiration.

(d) *Enforcement Action.* The Parties hereby grant to the Governance Entity the power to enforce any portion of this Agreement through measures set forth in the Policies and Procedures. Such measures may include, but are not limited to, suspension or termination of a Party’s right to exchange Health and Social Services Information under this Agreement.

16. PARTICIPANT LIABILITY

(a) County and CHWP shall indemnify, defend and hold harmless each other, their elected and appointed officers, directors, employees, and agents from and against any demands, claims,

damages, liability, loss, actions, fees, costs, and expenses, including reasonable attorneys' fees, or any property, resulting from the misconduct, negligent acts, errors or omissions by the other party or any of its officers, directors, employees, agents, successor or assigns related to this AGREEMENT, its terms and conditions, including without limitation a breach or violation of any state or federal privacy and/or security laws, regulations and guidance relating to the disclosure of PHI, personally identifiable information or other confidential information of a party hereunder. The terms of this Section 16 shall survive termination of this AGREEMENT.

17. MISCELLANEOUS/GENERAL PROVISIONS

(a) *Governing Law.* The construction, interpretation and performance of this Agreement shall be governed and enforced pursuant to the laws of the State of California, without giving effect to its conflicts of laws provisions, except to the extent California law is preempted by any provision of federal law.

(b) *Jurisdiction and Venue.* This agreement has been entered into and is to be performed in the County of Inyo. Accordingly, the parties agree that the venue of any action relating to this agreement shall be in the County of Inyo.

(c) *Assignment.* No party shall assign or transfer this Agreement, or any part thereof, without the express written consent of the other party, which shall not be unreasonably delayed or denied. Any assignment that does not comply with the requirements of this Section 17(c) shall be void and have no binding effect.

(d) *Survival.* All Sections which by their nature are meant to survive this Agreement shall survive expiration or termination of this Agreement.

(e) *Waiver.* No failure or delay by any party in exercising its rights under this Agreement shall operate as a waiver of such rights, and no waiver of any right shall constitute a waiver of any prior, concurrent, or subsequent right.

(f) *Captions.* Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit, or amplify the provisions of this Agreement.

(g) *Entire Agreement.* This Agreement sets forth the entire agreement among the parties relative to the subject matter hereof. Any representation, promise, or condition, whether oral or written, not incorporated herein shall not be binding upon any party. This Agreement may only be modified in the manner provided in the Policies and Procedures.

(h) *Validity of Provisions.* In the event that a court of competent jurisdiction shall hold any Section or any part or portion of any Section of this Agreement invalid, void, or otherwise unenforceable, each and every remaining Section or part or portion thereof shall remain in full force and effect.

(i) *Priority.* In the event of any conflict or inconsistency between a provision in the body of this Agreement and the Policies and Procedures or the Specifications, the terms contained in the Policies and Procedures, or the Specifications shall prevail, except to the extent they conflict with Applicable Law.

(j) *Counterparts.* This Agreement may be executed in one or more counterparts, each of

which shall be considered an original counterpart, and shall become a binding agreement when each party shall have executed one counterpart.

(k) *Third-Party Beneficiaries.* With the exception of the parties to this Agreement, there shall exist no right of any person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.

(l) *Force Majeure.* No party shall be responsible for any delays or failures in performance caused by the occurrence of events or other circumstances that are beyond its reasonable control after the exercise of commercially reasonable efforts to either prevent or mitigate the effect of any such occurrence or event.

(m) *Time Periods.* Any of the time periods specified in this Agreement may be changed pursuant to the mutual written consent of the Governance Entity and the affected Participant(s).

[The remainder of this page is intentionally left blank.]

DRAFT

EXHIBIT B

CHWP BENEFICIARY DATA EXCHANGE PROTOCOL (BEHAVIORAL HEALTH AND SUBSTANCE USE DISORDER SERVICES DATA)

1. Background

This document describes the data exchange protocol for the purpose of coordinating physical health, primary care, and specialty BH and SUD care among Common Members. In the event of an inconsistency between this Protocol and Exhibit B, Exhibit B shall govern.

2. Data Exchange-Data Matching

Demographic Data. COUNTY will provide a secured location for CHWP to place a data file of individuals identified as Beneficiaries, initially in the form of a flat text file or an X12 834 file, on an interval agreed upon by COUNTY and CHWP. The data file, referred to as the _____ file shall contain, but will not be limited to, the following demographic identifying elements as available. COUNTY or CHWP may revise the following list of data elements as necessary and agreed upon, without amending the entire agreement:

- Member First Name
- Member Last Name
- Member Social Security Number (Last 4 of SSN)
- Member Client Identification Number (CIN)
- Member Date of Birth
- Member Residence Address
- Member Residence City
- Member Residence State
- Member Residence Zip
- Member Gender
- Member Ethnicity
- Member Race
- Managed Care Health Plan Internal Member Number
- Primary Care Physician Name
- Primary Care Physician Contact Phone Number
- Primary Care Physician Address

Match Details. Upon receipt of the _____ file, COUNTY shall load the data to the Health Agency Enterprise Data Warehouse. COUNTY shall maintain a historical table of Beneficiaries and their respective eligibility information. COUNTY shall conduct a match of concomitant Beneficiaries between CHWP and COUNTY, on an interval agreed upon by both Parties. COUNTY will use the health plan's Medi-Cal enrollment file to identify common Beneficiaries who are enrolled with CHWP and receiving BH and SUD services at COUNTY. COUNTY will provide CHWP with a file representing these common Beneficiaries. COUNTY will include Beneficiary and BH and SUD Provider contact information.

3. Data Exchange – Care Coordination

- a. CHWP Usage. Upon completion of the match, with Common Member's consent in compliance to 42 C.F.R. Part 2 in place, COUNTY shall extract and provide (as described below), Common Members who currently have an open and active episode in the Integrated System (IS) or successor Managed Care Information System (MCIS) to CHWP in the form of a flat text file or an X12 834 file. COUNTY will provide the following elements as available. CHWP or COUNTY may revise the following list of data elements as necessary and agreed upon, without amending the entire agreement:

Member demographic data:

- Medicare-Medicaid Plan (MMP) Internal Member Number
- Member CIN
- Member Social Security Number (Last 4 of SSN)
- Member last Name
- Member First Name
- Member Gender
- Member Date of Birth
- Member Residence Address 1
- Member Residence Address 2
- Member City
- Member State
- Member Zip code
- Member Cell Phone
- Member Work Phone
- Member Home Phone
- Member ID

Member service data:

- Member CIN
- Member ID
- Claim Number
- Service Line Sequence Number
- Date of Service or Fill Date
- Distinct Procedures (Current Procedural Terminology [CPT]) or other applicable codes
- Medications (National Drug Codes [NDC]) and last date filled for the past six months
- Episode Admit Date
- Last Contact Date
- Provider Number
- Provider Name
- Service Location National Provider Identifier (NPI)
- Servicing Provider NPI
- Place of service
- Provider - Contact Name
- Provider Phone Number

- Provider Address 1
- Provider City
- Provider State
- Provider Zip code
- Practitioner Name
- Practitioner NPI
- Claim Status

Member diagnostic data:

- Member CIN
- Member ID
- Claim Number
- Diagnosis Sequence Number
- Date of Service
- ICD Type (9 or 10)
- Distinct Diagnosis (ICD Code)

The response data file will be placed on a secure server administered and maintained by COUNTY. CHWP will retrieve the file for the purposes of coordinating Common Members care. CHWP will distribute the mental health provider contact information to its Primary Care Providers (PCP), Plan Partners and Participating Provider Groups (PPG's) as appropriate using one of the following methods:

- A list will be generated for the PCP's own assigned members and distributed via provider portal
- Data will be accessible via a Provider Portal with security controls which limit display to the PCP's assigned members based on user credentials
- A list will be generated to the Participating Provider Group (PPG) via provider portal for its respective PCPs. The PPG will then forward a list to PCPs of their respective assigned members

CHWP shall not use or disclose the information for any other purpose.

EXHIBIT C

CHWP BENEFICIARY DATA EXCHANGE PROTOCOL (HOUSING STATUS AND HOUSING PROGRAM/SERVICES DATA)

1. Background

This document describes the data exchange protocol for the purpose of performing member matching and sharing information on housing status among Common Members. COUNTY or CHWP will conduct member matching based upon agreed approach.

2. Data Elements from CHWP to COUNTY

Demographic Data. COUNTY will provide a secured location for CHWP to place a data file of individuals identified as Beneficiaries, initially in the form of a flat text file or an X12 834 file, on an interval agreed upon by COUNTY and CHWP. The data file, referred to as the _____ file shall contain, but will not be limited to, the following demographic and housing status identifying elements as available. CHWP or COUNTY may revise the following list of data elements as necessary and agreed upon, without amending the entire agreement:

- Member's First Name
- Member's Middle Name
- Member's Last Name
- Member's DOB
- Member's Social Security Number (Last 4 of SSN)
- Member's Medi-Cal Client Index Number
- Member's Medi-Cal Redetermination Date
- Plan Partner Name
- Plan Partner Phone Number
- Name of the PPG the member is assigned to
- Phone Number of the PPG the member is assigned to
- Full Name of the PCP the member is assigned to (last name, first name)
- Phone Number of the PCP or Clinic the Member is assigned to
- Physical address line 1 of the member's PCP
- Physical address line 2 of the member's PCP
- Physical address City of the member's PCP
- Zip code Physical City of the member's PCP
- State Physical of the member's PCP
- Program Name
- Program eligibility effective date
- Program eligibility term date
- Program Enrollment effective date
- Program Enrollment Term date
- Servicing provider's Name
- Servicing provider's Physical address line 1
- Servicing provider's Physical address line 2
- Servicing provider's Physical City

Commented [VSI3]: Program Names listed here in comments section only for reference (see excel):

- o Enhanced Care Management
- o Housing Navigation
- o Tenancy Services
- o Housing Deposits
- o Recuperative Care
- o Short-Term Post Hospitalization Housing
- o Day Habilitation

- Servicing provider's Zip Code
- Servicing provider's State
- Servicing provider's Phone number

Match Details. Upon receipt of the _____ file, COUNTY shall load the data to the _____. COUNTY shall maintain a historical table of Beneficiaries and their respective information. COUNTY shall conduct a match of concomitant Beneficiaries between CHWP and COUNTY, on an interval agreed upon by both Parties. COUNTY will use the health plan's Medi-Cal enrollment file to identify common Beneficiaries who are enrolled with CHWP to determine housing status, program name, eligibility and services at COUNTY. COUNTY will provide CHWP with a file representing these common Beneficiaries. COUNTY will include Beneficiary contact information, housing and homelessness status.

3. Data Elements from COUNTY to CHWP

- a. **CHWP Usage.** Upon completion of the match, COUNTY shall extract and provide (as described below), Common Members who currently open to services, to CHWP in the form of a flat text file or an X12 834 file. COUNTY will provide the following elements. COUNTY or CHWP may revise the following list of data elements as necessary and agreed upon, without amending the entire agreement:

Member Demographic File:

- Member's ID
- Member's First Name
- Member's Last Name
- Member's DOB
- Member's Social Security Number (Last 4 of SSN)
- Member's Unique Homeless Management Information System (HMIS) ID Number
- Member's Chronic Homeless Status
- Point of Contact Date
- Point of Contact Name
- Point of Contact Phone Number
- Point of Contact Email
- Point of Contact Supervisor Name
- Point of Contact Supervisor Phone Number
- Point of Contact Supervisor Email
- Point of Contact Category
- Length of Time Homeless

Project Enrollment Member File:

- Member ID
- Member Enrollment ID
- Agency Name
- Project Name

Commented [VS14]: Options listed here in comments section only for reference (see excel):

- o Yes
- o No
- o Unknown

Commented [VS15]: Category Options listed here in comments section only for reference (see excel):

- o Funded Access Center
- o Funded Housing Navigation Program
- o Funded Interim Housing (Bridge)
- o Funded Interim Housing (Crisis)
- o Funded Interim Housing (Host Home)
- o Funded Street Outreach Program
- o Funded Countywide Benefits Entitlement Services Team (CBEST)
- o Funded Multi-Disciplinary Outreach Team
- o Funded Interim Housing
- o Funded Interim Housing Intensive Case Management (ICMS) Program
- o Funded Full-Service Partnership Program
- o Funded Housing Specialist and Housing Liaisons
- o Funded Interim Housing
- o Funded Recovery Resilience and Reintegration Services
- o Funded Substance Use Disorder Case Manager
- o Other

- Project Type
- Date Entered Project
- Date of Last Service in Project
- Date Exited Project
- Destination After Program Exit
- Site/Latest Location Address
- Site/Latest Location City
- Site/Latest Location State
- Site/Latest Location Zip
- Case Manager (CM) Name
- CM Phone Number
- CM Email

The response data file will be placed on a secure server administered and maintained by COUNTY. CHWP will retrieve the file for the purposes of supporting member matching on homelessness and housing status, as well as coordinating Common Members care. CHWP will conduct member match and will send HMIS the data for the matched members. CHWP will discard/destroy/permanently delete the data received from HMIS for the members who could not be matched in CHWP system.

CHWP shall not use or disclose the information for any other purpose.

Commented [VS16]: Project Type Options listed here in comments section only for reference (see excel):

- o Emergency Shelter
- o Transitional Housing
- o PH - Permanent Supportive Housing (disability required for entry)
- o Services Only
- o Street Outreach
- o Other
- o Safe Haven
- o PH - Housing Only
- o PH - Housing with Services (no disability required for entry)
- o Day Shelter
- o Homelessness Prevention
- o Coordinated Entry
- o PH - Rapid Re-Housing

Commented [VS17]: Program Exit Destination Options listed here in comments section only for reference (see excel):

- o Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)
- o Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter
- o Safe Haven
- o Foster care home or foster care group home
- o Hospital or other residential non-psychiatric medical facility
- o Jail, prison or juvenile detention facility
- o Long-term care facility or nursing home
- o Psychiatric hospital or other psychiatric facility
- o Substance abuse treatment facility or detox center
- o Residential project or halfway house with no homeless criteria
- o Hotel or motel paid for without emergency shelter voucher
- o Transitional housing for homeless persons (including homeless youth)
- o Host Home (non-crisis)
- o Staying or living with friends, temporary tenure (e.g. room, apartment or house)
- o Staying or living with family, temporary tenure (e.g. room, apartment or house)
- o Staying or living with family, permanent tenure
- o Staying or living with friends, permanent tenure
- o Moved from one HOPWA funded project to HOPWA PH
- o Moved from one HOPWA funded project to HOPWA TH
- o Rental by client, with GPD TIP housing subsidy
- o Rental by client, with VASH housing subsidy
- o Permanent housing (other than RRH) for formerly homeless persons
- o Rental by client, with RRH or equivalent subsidy

Exhibit D
Certificate of Data Destruction

MCP Name: _____

MHP Name: _____

At the completion of the Data Match, all copies of the COUNTY Data and any derivative files provided to MCP by COUNTY must be destroyed promptly, within one (1) business day, after identifying the positive matches. COUNTY Data must be securely destroyed using safeguards that ensure that no recovery or reconstruction is possible. No data files, or parts of files, related to non-matched Client's information are to be retained when the files are destroyed, unless expressly authorized in writing by the COUNTY.

This completed "Certificate of Data Destruction" shall be provided to a COUNTY Point of Contact within one (1) business day of the Data Match.

I, _____, an authorized representative of

(Name of the Data Custodian)

_____, hereby certify

(Name of the MCP)

that the following data files, in their entirety, have been destroyed in compliance with the requirements of the Data Sharing Agreement between the MCP and COUNTY dated _____, so that no non-matched Client's information is retained by the MCP.

Name of File(s): _____

Description: _____

The execution of this Certificate of Data Destruction closes the Data Match completed on

_____.

(Date of Data Match)



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3490

Addendums to the MOU between the County of Inyo Health and Human Services and Blue Cross of California Partnership Plan, Inc. (Anthem)

Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY

Lori Bengochia, Innovations and Grant Manager

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Request Board approve Addendums No. 1 and No. 2 to the Memorandum of Understanding between the County of Inyo Health and Human Services (HHS) Department and Blue Cross of California Partnership Plan, Inc. (Anthem), clarifying the exchange of protected Health Information/Data Exchange between the County Mental Health Plan (Behavioral Health), Public Health and Anthem, a managed care plan serving Inyo County's Medi-Cal eligible population, and authorize the HHS Director to sign the addendums.

BACKGROUND / SUMMARY / JUSTIFICATION:

Behavioral Health, as the Medi-Cal Specialty Mental Health Plan (MHP), has a current Memorandum of Understanding with Blue Cross of California Partnership Plan, Inc. (Anthem). During the implementation of the Department of Health Care Services (DHCS) Cal-AIM initiative, Goal 3, Milestone 1a, Option 1 requires demonstrating direct sharing of data with Medi-Cal Managed Care Plans (MCP). In order to meet this requirement, an addendum has been produced to ensure that the Data Exchange meets the requirements for the initiative and clarifies the exchange of protected Health Information/Data Exchange between MHP and Anthem. Public Health also has a Memorandum of Understanding with Anthem that requires approval of the addendum for future data exchange that will be required by the Cal-AIM initiative. The Department respectfully requests your Board approve the addendums and authorize the HHS Director to sign.

FISCAL IMPACT:

Funding Source	No funding for this item	Budget Unit	N/A
Budgeted?	N/A	Object Code	N/A
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The addendums to the MOU are necessary to meet the Data Exchange requirements of the Cal-Aim initiative and if not approved, will affect the funding received for the project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Memorandum of Understanding Addendum 2
2. Memorandum of Understanding Addendum 1

APPROVALS:

Lori Bengochia	Created/Initiated - 2/3/2023
Darcy Ellis	Approved - 2/8/2023
Melissa Best-Baker	Approved - 2/8/2023
Marilyn Mann	Approved - 2/8/2023
John Vallejo	Approved - 2/8/2023
Marilyn Mann	Final Approval - 2/8/2023

INYO COUNTY ADDENDUM NO 2

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF INYO
AND
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)**

This Addendum is made and entered into as of this [redacted] day of [redacted] 2023, by and between the MHP of Inyo County (hereinafter, referred to as “MHP”), a political subdivision of the State of California, Division of Behavioral Health Services, and Blue Cross of California Partnership Plan, Inc. (hereinafter, referred to as “Anthem”).

WHEREAS, Anthem and County of Inyo are parties to a Memorandum of Understanding (the “**MOU**”) dated February 5, 2015.

WHEREAS, the Department of Health Care Services (“DHCS”) issued CalAIM Data Sharing Authorization Guidance dated March 2022, setting out specific guidance that supports data sharing between Managed Care Plans (MCPs) health care providers, community-based social and human service providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM. <https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance.pdf>

NOW, THEREFORE in consideration of foregoing, the MOU shall be amended as follows:

1. That Section six (6.) EXCHANGE OF PROTECTED HEALTH INFORMATION shall be updated with the following new language to be consistent with the guidance of the CalAIM Data Sharing Authorization Guidance. To the extent the language provided in Section (6), conflicts with the specific guidance contained in the CalAIM Data Sharing Authorization Guidance, CalAIM Data Sharing Authorization Guidance shall control:

CATEGORY	MHP	ANTHEM
Exchange of Protected Health Information / Data Exchange	1. Parties acknowledge PROVIDER is a HIPAA Covered Entity, and that with respect to Covered Services as outlined in Original MOU, PROVIDER provides such services as a HIPAA Covered Entity, and is responsible for any data collected in that capacity. PROVIDER acknowledges it is solely responsible for its compliance with HIPAA.	1. Parties acknowledge PROVIDER is a HIPAA Covered Entity, and that with respect to Covered Services as outlined in Original MOU, PROVIDER provides such services as a HIPAA Covered Entity, and is responsible for any data collected in that capacity. PROVIDER acknowledges it is solely responsible for its compliance with HIPAA.

2. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning in the MOU. All other terms and conditions of the MOU not inconsistent with this Amendment shall remain in effect

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth beneath their respective signatures.

**Blue Cross of California Partnership Plan, Inc.
(Anthem):**

Signature: _____

Print Name: Les Ybarra

Title: President

Date: _____

County of Inyo:

INSERT NAME
Inyo County Behavioral Health

Date

INSERT NAME

Date

Approved for Contract Policy Compliance, Contracts by:

Date

Approved as to Form, County Counsel by:

Date

04520INYO COUNTY ADDENDUM NO 1

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF INYO COUNTY
AND
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)**

This Addendum is made and entered into as of this [redacted] day of [redacted] 2023, by and between the Public Health of Inyo County”), a political subdivision of the State of California, and Blue Cross of California Partnership Plan, Inc. (hereinafter, referred to as “Anthem”).

WHEREAS, Anthem and County of Inyo are parties to a Memorandum of Understanding (the “**MOU**”) dated April 22, 2015.

WHEREAS, the Department of Health Care Services (“DHCS”) issued CalAIM Data Sharing Authorization Guidance dated March 2022, setting out specific guidance that supports data sharing between Managed Care Plans (MCPs) health care providers, community-based social and human service providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM. <https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance.pdf>

NOW, THEREFORE in consideration of foregoing, the MOU shall be amended as follows:

1. That Section six (6.) EXCHANGE OF PROTECTED HEALTH INFORMATION shall be updated with the following new language to be consistent with the guidance of the CalAIM Data Sharing Authorization Guidance. To the extent the language provided in Section (6), conflicts with the specific guidance contained in the CalAIM Data Sharing Authorization Guidance, CalAIM Data Sharing Authorization Guidance shall control:

CATEGORY	MHP	ANTHEM
Exchange of Protected Health Information / Data Exchange	1. Parties acknowledge PROVIDER is a HIPAA Covered Entity, and that with respect to Covered Services as outlined in Original MOU, PROVIDER provides such services as a HIPAA Covered Entity, and is responsible for any data collected in that capacity. PROVIDER acknowledges it is solely responsible for its compliance with HIPAA.	1. Parties acknowledge PROVIDER is a HIPAA Covered Entity, and that with respect to Covered Services as outlined in Original MOU, PROVIDER provides such services as a HIPAA Covered Entity, and is responsible for any data collected in that capacity. PROVIDER acknowledges it is solely responsible for its compliance with HIPAA.

2. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning in the MOU. All other terms and conditions of the MOU not inconsistent with this Amendment shall remain in effect

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth beneath their respective signatures.

**Blue Cross of California Partnership Plan, Inc.
(Anthem):**

Signature: _____

Print Name: Les Ybarra

Title: President

Date: _____

County of Inyo:

INSERT NAME
Inyo County Public Health

Date

INSERT NAME

Date

Approved for Contract Policy Compliance, Contracts by:

Date

Approved as to Form, County Counsel by:

Date



INYO COUNTY BOARD OF SUPERVISORS

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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3496

California Mental Health Services Authority (CalMHSA) Participation Agreement Amendment Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Lori Bengochia, Innovations and Grant Manager

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Request Board approve amendment to the agreement between the County of Inyo and California Mental Health Services Authority (CalMHSA), reallocating Project Management and Clinical Services funding to a Flexible Spending Account to cover additional subject matter expert topics, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

In the California Mental Health Services Authority (CalMHSA) agreement, project management hours and clinical hours were purchased to assist with the Cal-AIM implementation. For the final phase of implementation, the need to add Subject Matter Experts (SMEs) to the project has been identified, thus resulting in the amendment that allows the conversion of unused project management hours and clinical hours into a flexible spending account which will allow the use of SMEs for Fiscal/payment Reform, Interoperability, Data Analytics and Ad Hoc Services. The ability to use SMEs will allow for successful completion of the Behavioral Health Quality Improvement Plan (BHQIP) implementation.

FISCAL IMPACT:

Funding Source	Grant funded	Budget Unit	045200
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure in this fiscal year		
Current Fiscal Year Impact			
These expenses are budgeted and will be reimbursed with grant funds.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The amendment to the CalMHSa agreement is necessary to meet the requirements of the Cal-AIM initiative. Failure to approve the amendment would result in the lack of support needed to complete the implementation, which will affect the funding received.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Participation Agreement Amendment

APPROVALS:

Lori Bengochia	Created/Initiated - 2/6/2023
Darcy Ellis	Approved - 2/8/2023
Melissa Best-Baker	Approved - 2/8/2023
Marilyn Mann	Approved - 2/9/2023
John Vallejo	Approved - 2/9/2023
Amy Shepherd	Approved - 2/9/2023
Marilyn Mann	Final Approval - 2/9/2023

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT AMENDMENT
COVER SHEET

1. Inyo County ("Participant") desires to participate in the Program identified below.
Name of Program: Behavioral Health Quality Improvement Program
2. This Participation Agreement Amendment modifies the terms of Exhibit A, Exhibit B, Exhibit C, Appendix A, and Appendix B as set forth on page on the following pages.
3. All other terms of Participation Agreement No. 1275-BHQIP-2022-INC shall remain in full force and effect.

Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant: INYO COUNTY

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

Revised Exhibit A

ADDED SERVICES

CalMHSA is offering the following **Optional Subject Matter Expert (SME) Services** as defined below:

- **Fiscal/Payment Reform**– Individualized and/or Group County support around modeling fiscal impact of Payment Reform, contract support, and other fiscal consultation services as requested.
- **Interoperability** - Guidance on data systems management, BHQIP deliverables, and consulting and/or configuring on coordination and integration of systems operations across county agencies.
- **Data Analytics** – Not otherwise accounted for in fixed Scopes of Work related to BHQIP Deliverables.
- **Ad Hoc Services** - Other service requested by the county at an hourly rate of \$200 may be submitted via a Work Order.

PROFESSIONAL SERVICES	HOURLY RATE
Fiscal/Payment Reform Subject Matter Expert Services	\$200
Interoperability Subject Matter Expert Services	\$200
Data Analytics Subject Matter Expert Services	\$200
Ad Hoc Services	\$200

OPTIONS FOR THE PROCUREMENT OF SERVICES

Flexible Spending Account - Counties may purchase hours **up to** a maximum pre-determined amount, which can be used for any services as identified above. For counties who provided funding via the initial Participation Agreement, funds will be rolled into a single flexible spending account. Over the course of the term of the initial Participation Agreement and this Amendment, if changes to services are required or additional funding needed, those changes can be made via a work order by an authorized county staff. See Appendix A.

IMPORTANT - In order to complete this Participation Agreement you will need to input the accurate current number of hours remaining for your county. Please contact CalMHSA’s Senior Business Analyst Anna Allard at anna.allard@calmhsa.org to obtain your remaining hours.

Revised Exhibit B

II. Responsibilities

A. Responsibilities of Participant:

1. **Services Post-Contract Execution (Amendment)** - Submit a Work Order form for any additional professional services hourly funding required by the Participant if identified post-contract execution.
2. Provide CalMHSA with a County Staff authorized to add services as needed and additional hourly funding amount over the term of the initial Agreement and this Amendment one via a work order. Please identify your authorized county staff in Appendix B, with the following information:

Name

Title

Phone

Email Address

NOTE: Two people maximum.

3. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

V. Fiscal Provisions

- A. Funding required from Participant will not exceed the amount stated in Appendix A.
- B. **Initial Program Funding** – Initial payment was issued to CalMHSA in an amount up to \$200,000 as previously specified in Exhibit C, of initial Participation Agreement.
- C. **Additional Funds** – This Amendment shall reflect current funds with CalMHSA and added funding, to be provided by the Participant (County), as specified in Exhibit C.
- D. **Payments** - Payments to CalMHSA shall consist of equal quarterly payments commencing thirty days after the execution of this Amendment.
- E. **Funding** – Funding shall be applied to service hours as defined by the Participant via a fully executed Work Order, see Appendix A; however, it is understood the Participants will assess service needs over the course of time and will have the flexibility to procure additional services and add funding via a work order. These changes can only be made by the authorized staff per Section II. Responsibilities, A. Responsibilities of the Participant, Item 2, of this Amendment. If the Participant does not request an adjustment of hours via the submission of Appendix A, the current hourly designations will remain the same as previously stated in the original agreement or most recent amendment.

- F. **Administrative Fee:** The total flexible service funds, as defined in Exhibit C, are inclusive of a 15% administrative fee.
- G. **Refunds** - Any **unused** funds from the initial Participation Agreement, will be fully reimbursed based at the end of the project period as defined in the Exhibit B of the initial Participation Agreement. For service requests via a work order, refunds will be less the administrative fee, equal to 15%.
- H. **Annual Rate Adjustments** – Cost of Living Adjustments (COLA), for to the rates as defined in Exhibit A Added Services, and the initial Participation Agreement, shall be made per annum.

MODIFIED Exhibit C

PROJECT MANAGEMENT CURRENT HOURS PURCHASED BREAKDOWN*	
TOTAL HOURS PURCHASED	40
TOTAL HOURS INCURRED	5.33
TOTAL HOURS REMAINING	34.67

CLINICAL SERVICES CURRENT HOURS PURCHASED BREAKDOWN*	
TOTAL HOURS PURCHASED	40
TOTAL HOURS INCURRED	0
TOTAL HOURS REMAINING	40

HOURLY SERVICES FLEXIBLE SPENDING ACCOUNT	
ADDITIONAL SERVICE COSTS	COSTS
TOTAL CURRENT HOURLY COSTS INCURRED*	\$932.75
TOTAL CURRENT HOURLY COSTS REMAINING*	\$14,067.25
NEW SERVICE HOUR COSTS**	0
NEW TOTAL FOR FLEXIBLE SPENDING ACCOUNT (TOTAL CURRENT HOURLY COSTS REMAINING* + NEW SERVICE HOUR COSTS)	\$14,067.25

*Inclusive of all current agreement hourly offerings (Project Management and Clinical Hours)

**As defined in Exhibit A.

THIS IS A TEMPLATE FOR FUTURE USE – DO NOT FILL OUT

APPENDIX A- REVISED WORK ORDER FORM			
Participant (County)			
Term		Start Date	End Date
SECTION 1. NEW SERVICE HOURS TO BE UTILIZED			
NEW SERVICES	HOURLY RATE	NEW QUANTITY OF HOURS DESIGNATED	TOTAL COST OF HOURS
Fiscal/Payment Reform	\$200/HR		
Clinical Services	\$200/HR		
Project Management	\$175/HR		
Interoperability	\$200/HR		
Data Analysis	\$200/HR		
Ad Hoc Services	\$200/HR		
TOTAL*			

*Cannot exceed the amount listed in Exhibit C of Agreement # _____.

**Per Fiscal Provision, Section C, Counties may choose to adjust their designation of hours via a Work Order Form.

*** TOTAL cost is inclusive of a 15% administrative fee.

Appendix A Authorized Signatory:

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

Appendix A Authorized Signatory (Alternate):

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

APPENDIX B – Authorized Signatories

Please identify the authorized county staff with authority to make service hour requests and add funding as need by Participant.

Appendix A Authorized Signatory:

Name: _____

Title: _____

Phone: _____

Email Address: _____

Signature: _____

Date: _____

Appendix A Authorized Signatory (Alternate):

Name: _____

Title: _____

Phone: _____

Email Address: _____

Signature: _____

Date: _____



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3475

Agreement with Department of Health Care Services for MediCal Administrative Activities Health & Human Services - Health/Prevention ACTION REQUIRED

ITEM SUBMITTED BY

Melissa Best-Baker, Deputy Director - Fiscal Oversight and Special Operations

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Request Board: A) approve the Program Participation Agreement between the County of Inyo and California Department of Health Care Services; and B) authorize the HHS Fiscal Oversight and Special Operations Deputy Director as the Local Governmental Agency Coordinator to sign the agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

This is an agreement between the County of Inyo and the California Department of Health Care Services (DHCS). This agreement allows DHCS to reimburse Inyo County for approved Medi-Cal Administrative Activities (MAA). The funds reimbursed through the MAA/TCM billing process are used to support the services/programs that provide these reimbursable activities. There are currently five active claiming units in Inyo County: First Five, Public Health, Probation, ReEntry and the MA/TCM Coordination Unit. To continue to obtain reimbursement for MAA activities, the County must authorize execution of the agreement with DHCS/MAA division.

FISCAL IMPACT:

Funding Source	Federal Funding	Budget Unit	045100
Budgeted?	Yes	Object Code	4552
Recurrence	Ongoing revenue		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Participation Agreement - Inyo County

APPROVALS:

Melissa Best-Baker	Created/Initiated - 1/29/2023
Darcy Ellis	Approved - 1/31/2023
Stephanie Tanksley	Approved - 1/31/2023
Marilyn Mann	Approved - 2/1/2023
John Vallejo	Approved - 2/1/2023
Amy Shepherd	Approved - 2/1/2023
Marilyn Mann	Final Approval - 2/1/2023



MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services
County-based Medi-Cal Administrative Activities (CMAA)
Program Participation Agreement



GAVIN NEWSOM
GOVERNOR

County of: Inyo

ARTICLE I – STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) between the Department of Health Care Services (DHCS) and the County of Inyo is to permit the Local Governmental Agency (LGA) to participate in the CMAA program under California’s Medi-Cal program.

ARTICLE II – AUTHORITY

This PA is authorized pursuant to and in accordance with 2 Code of Federal Regulations, part 200 et seq.; 42 Code of Federal Regulations, part 433; Welfare and Institutions Code section 14132.47; DHCS issued policy and guidance, including but not limited to the CMAA Operational Plan, Policy and Procedure Letters (PPLs) published by the CMAA program; and any other applicable federal and state laws and regulations.

ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT

1. This PA is effective as of July 1, 2020.
2. Upon the execution of this PA, both the LGA and DHCS agree to abandon and terminate the current Contract 20-10008 A01.
3. This PA will remain in effect until terminated by either party pursuant to this article subject to the requirements and conditions set forth in this PA.
4. Termination Without Cause:

Either party may terminate this PA without cause by issuing a written notification to the other party of the intent to terminate the PA at least 30-days prior to the termination date. Termination shall result in the LGA’s immediate withdrawal from the CMAA program on the termination date and exclusion from further participation in the CMAA program unless and until the LGA is reinstated by DHCS in the CMAA program. DHCS will continue to reimburse allowable claims for services provided prior to termination if they are accurate and complete. LGAs will remain responsible for any recoupments due to federal/state deferrals or disallowances for claims submitted prior to termination.

LGA CMAA Participation Agreement

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5. Termination With Cause:

DHCS may terminate this PA for cause, effective immediately, if the LGA fails to comply with any of the terms of this PA. Furthermore, DHCS may terminate this PA for cause, effective immediately, if DHCS determines that the LGA does not meet the requirements for participation in the CMAA program, the LGA has not submitted a valid reimbursement claim to the CMAA program, or the LGA is unable to certify that the claims are eligible for federal funds. Termination will result in the LGA's immediate withdrawal and exclusion from further participation in the CMAA program.

The conviction of an employee, subcontractor, or authorized agent of the LGA, or of an employee or authorized agent of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee, agent, or subcontractor, or employee or agent of a subcontractor, from participation in the CMAA program. Failure of the LGA to exclude a convicted individual from participation in the CMAA program shall constitute a breach of contract and DHCS may terminate this PA with cause.

Finally, DHCS may terminate this PA with cause in the event that DHCS determines that the LGA, or any employee or contractor working with the LGA has violated the laws, regulations or rules governing the CMAA program. In cases where DHCS determines that the health and welfare of Medi-Cal beneficiaries or of the public is jeopardized by continuation of this PA, this PA shall be terminated effective the date that DHCS made this determination. After termination of the PA, any overpayment must be returned to DHCS pursuant to Welfare and Institutions Code sections 14176 and 14177.

ARTICLE IV – PROJECT REPRESENTATIVES

Matthew Jones, Chief
County-Based Medi-Cal Administrative Activities Unit
Local Governmental Financing Division
Department of Health Care Services
Telephone: (916) 345-7867
E-Mail: Matthew.Jones@dhcs.ca.gov

Direct all inquiries and notices to:

County-Based Claiming & Inmate Services Section
Anissa Saleem, CMAA Analyst
1501 Capitol Ave., MS 4603
P.O. Box 997436
Sacramento, CA 95899-7436
Telephone: (916) 345-8829
E-Mail: Anissa.Saleem@dhcs.ca.gov

LGA CMAA Participation Agreement

County of: Inyo

County of Inyo
Attn: Melissa Best-Baker
Deputy Director Fiscal Oversight and Special Operations
Inyo County Health & Human Services
P.O Drawer H
Independence, CA 93526
Office: (760) 878-0232
Cell: (760) 878-8032
E-Mail: mbestbaker@inyocounty.us

Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Participation Agreement.

ARTICLE V – LGA RESPONSIBILITIES

1. The LGA shall comply with all provisions of the CMAA Operational Plan, the CMAA and Targeted Case Management (TCM) Time Survey Methodology, DHCS Policy and Procedure Letters (PPLs), state issued policy directives, 42 United States Code Section 1396 et seq., 42 Code of Federal Regulations part 400 et seq., 45 Code of Federal Regulations part 95 et seq., 2 Code of Federal Regulations part 200 et. seq., relevant portions of Welfare and Institutions Code, Chapter 7 (commencing with section 14000) and Chapter 8 (commencing with section 14200), and the relevant portions of the California Code of Regulations, title 22, section 50000 et seq., all as periodically amended.
2. The LGA shall adhere to the Business Associate Agreement (BAA) and its attachments, and any subsequent updates, which are incorporated herein as Exhibit A and made part of this PA by reference. The BAA may be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the LGA with copies of the BAA at the time or before the PA is presented to the LGA for review, acceptance, and signature and will require acknowledgement of receipt by the LGA. Periodic updates to the BAA that are not electronically accessible via the Internet, an extranet link, or other mechanism will be presented to the LGA under separate cover and acknowledgement of receipt will be required. DHCS will maintain a copy of the BAA referenced herein and any subsequent updates. Data released to LGAs per the BAA is to be used solely for the purpose of verifying the Medi-Cal eligibility, Federal Financial Participation eligibility, Managed Care Plan designations, and identifying beneficiaries with alternate format needs, if applicable. The data elements used are listed in Attachment A to the BAA.
3. The LGA must ensure all applicable state and federal requirements are met with regard to expense allowability and fiscal documentation.
 - A. The LGA must ensure that all claims submitted to DHCS for reimbursement include only allowable reimbursable activities as detailed in the CMAA Operational Plan.

LGA CMAA Participation Agreement

County of: Inyo

- B. CMAA invoices from the LGA submitted to and accepted by DHCS for payment, shall not be deemed evidence of an agreement of allowable costs.
 - C. Supporting documentation of all amounts invoiced shall be maintained for review and audit, and supplied to DHCS upon request, pursuant to this PA to permit a determination of expense allowability.
 - i. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate, according to Generally Accepted Accounting Principles or practices, all questioned costs may be disallowed and payment may be withheld or recouped by DHCS. Upon receipt of adequate documentation supporting a disallowed or questioned expense, reimbursement may resume for the amount substantiated and deemed allowable reimbursement.
 - D. Federal regulations require that all records in support of allowable CMAA claims must be maintained for a minimum of three fiscal years after the end of the quarter in which the LGA receives reimbursement from DHCS for the last revised or corrected quarterly invoice, or later if required by DHCS directive or until a State or federal audit is completed.
4. LGA will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.
 5. The LGA assures DHCS that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
 6. As a condition of participation in the CMAA program, and in recognition of costs incurred administering the CMAA program, the LGAs shall pay an annual participation fee through a mechanism agreed to by DHCS and LGAs, or, if no agreement is reached by August 1 of each year, directly to DHCS.
 - A. The participation fee shall be used to cover the cost of administering the CMAA program, including, but not limited to, claims processing, technical assistance, and

LGA CMAA Participation Agreement

County of: Inyo

monitoring. DHCS shall determine and report staffing requirements upon which projected costs will be based.

- B. The amount of the participation fee shall be based upon the anticipated DHCS salaries, benefits, operating expenses, and equipment necessary to administer the CMAA program and other costs related to that process.
7. At times, the LGA may find it necessary to enter into subcontracts with other organizations, such as Community Benefit Organizations (CBOs), to perform CMAA. The LGA agrees that any subcontracts created for this purpose will comply with the following requirements. Additionally, the LGA agrees to ensure that elected subcontractors adhere to the same federal and state rules and regulations as the LGA.
- A. Any and all subcontracts entered into to perform allowable CMAA activities must be made available for DHCS or federal review.
 - B. The LGA is responsible for the acts and omissions of its employees or subcontractors.
 - C. Contracts between the LGA and subcontractors must not include any employees who have been convicted of a felony or a misdemeanor involving fraud or abuse of any Medi-Cal applicant or beneficiary or abuse of the Medi-Cal program, as such employees are excluded from participation in the CMAA program. Failure of the LGA to exclude a convicted individual from participation in the Medi-Cal Administrative program shall constitute a breach and may subject this PA to termination pursuant to Article III, Provision 4.
 - i. An employee shall continue to be excluded from the CMAA program, regardless of any subsequent court order pursuant to section 1203.4 of the Penal Code allowing the employee to withdraw his or her plea of guilty and to enter a plea of guilty or not guilty, or setting aside the verdict of guilty or dismissing the accusation, information or indictment.
 - D. Contracts between the LGA and subcontractors must not include any employees of either party who have been suspended or excluded from participation in the Medi-Cal, Medicaid, or Medicare programs, as such employees are excluded from participation in the CMAA program. Failure of the LGA to exclude a suspended or excluded employee from participation in the CMAA program shall constitute a breach and may subject this PA to termination pursuant to Article III, Provision 4.
 - E. Any contracts between the LGA and subcontractors must not include any employees of either party whose license, certificate, or registration has been revoked, suspended, or restricted if the license, certificate, or registration is required for Medi-Cal administrative activities, as such employees are excluded from participation in the CMAA program. Failure of the LGA to exclude an individual whose license, certificate, or registration has

LGA CMAA Participation Agreement

County of: Inyo

been revoked, suspended, or restricted from the CMAA program may constitute a breach and subject this PA to termination pursuant to Article III, Provision 4.

ARTICLE VI – DHCS RESPONSIBILITIES

- 1. DHCS will remit payment to the LGA for eligible activities performed in accordance with the CMAA program and billed in accordance with applicable claim submission requirements found in the CMAA Operational Plan and PPLs issued by the CMAA program. In addition, DHCS will provide time survey training and invoice training to the LGA coordinators.

ARTICLE VII – FISCAL PROVISIONS

- 1. The LGA will be reimbursed for actual quarterly CMAA expenditures incurred in accordance with the allowable costs specified herein pursuant to the certified public expenditure provisions and the CMAA Invoice provisions of the CMAA Operational Plan, quarterly time survey results based on the CMAA/TCM Time Survey Methodology, and PPLs issued by the CMAA program.
- 2. CMAA invoices shall include this agreement number and shall be submitted quarterly on a schedule established by DHCS. Invoices shall be submitted to DHCS electronically through the DHCS Secure File Transfer drop site.
- 3. Payments due to DHCS must be submitted to:

U.S. Mail

Anissa Saleem
 Department of Health Care Services
 Local Governmental Financing Division
 County-Based Claiming and Inmate
 Services Section
 MS 2826
 PO Box 997436
 Sacramento, CA 95899-7436

Overnight Mail

Anissa Saleem
 Department of Health Care Services
 Local Governmental Financing Division
 County-Based Claiming and Inmate
 Services Section
 MS 2826
 1501 Capitol Avenue
 Sacramento, CA 95814-5005

- 4. LGAs and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (2 C.F.R. § 200, and, specifically, 2 C.F.R. § 200.330). Consequently, as contractors, and distinguished from subrecipients, a Dun and Bradstreet Universal Numbering System (DUNS) number is not required.
- 5. Submission of a falsified CMAA invoice by an LGA shall constitute a breach and grounds for termination of this PA pursuant to Article III, Provision 4. Submission of a CMAA invoice without supporting documentation by an LGA may constitute a breach and grounds for termination of this PA pursuant to Article III, Provision 4.

ARTICLE VIII – BUDGET CONTINGENCY CLAUSE

LGA CMAA Participation Agreement

County of: Inyo

1. It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for the CMAA program, this PA shall be of no further force and effect. In such event, DHCS shall unequivocally have no liability to pay any funds to the LGA or to furnish any other considerations under the PA and the LGA shall not be obligated to perform any provisions of this PA.
2. If funding for any SFY is reduced or deleted by the State Budget Act for purposes of the CMAA program, DHCS shall have the option to either cancel this PA, with no liability to DHCS; or offer the LGA an amendment to the PA that reflects the reduced amount.

ARTICLE IX – LIMITATION OF STATE LIABILITY

1. In the event of a federal audit disallowance, the LGA shall cooperate with DHCS in replying to and complying with any federal audit exception related to the CMAA program. The LGA shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA. The LGA shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties, shall be payable on demand from DHCS.
2. If the LGA fails to remit payment, including any interest and penalties, pursuant to a federal audit disallowance following a demand for such payment from DHCS; DHCS has the option to terminate this PA, withhold future payments to the LGA for services rendered, or recoup payments made to the LGA for services rendered under the CMAA program.

ARTICLE X – AMENDMENT

1. This PA and any exhibits attached hereto shall constitute the entire agreement among the parties regarding the CMAA program and supersedes any prior or contemporaneous understanding or agreement with respect to the CMAA program and may be amended only by a written amendment to this PA.
2. Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA.

ARTICLE XI – GENERAL PROVISIONS

1. None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by, any person not a party to this PA.
2. The interpretation and performance of this PA shall be governed by the State of California. The venue shall lie only in counties in which the California Attorney General maintains an office.

LGA CMAA Participation Agreement

County of: Inyo

ARTICLE XII – INDEMNIFICATION

1. It is agreed that the LGA shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the LGA, its officers, employees, or agents.

ARTICLE XIII – AVOIDANCE OF CONFLICTS OF INTEREST

1. The LGA is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022, and Article 1.6 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to California Code of Regulations, title 22, section 51466.

LGA CMAA Participation Agreement

County of: Inyo

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

LGA Name: _____

Name of Authorized Representative
(Person legally authorized to bind contracts for the LGA)

Title of Authorized Representative

Signature of Authorized
Representative

Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Signature of the DHCS Authorized Representative

Brian Fitzgerald, Chief, Local Governmental Financing Division

Typed or Printed Name/Title of the DHCS Authorized Representative

Date

DEPARTMENT OF HEALTH CARE SERVICES

HIPAA Business Associate Addendum

Attachment A

The following data files will be provided pursuant to this Agreement:

Local Government Agency (LGA)

LGAs will receive the following data elements from DHCS through the MOVEit eTransfer System for client data uploaded into LGAs' MOVEit accounts:

1. Social Security Number
2. Last Name
3. First Name
4. Middle Initials
5. Date of Birth (CCYYMMDD)
6. CMAA Match Indicator
7. CMAA Rec Eligibility Indicator
8. Current Month CMAA Eligibility Indicator
9. 23 Prior Months CMAA Eligibility Indicators
10. MEDS Current Renewal Date
11. Fee For Service or Managed Care Indicator
12. Current HCP Plan Code
13. Federal Financial Participation Qualified Status Indicator
14. Alternate Format Selection Description

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, (CFR) Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term “Agreement” as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term “Business Associate” shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term “confidential information” refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, “use or disclose PHI”) in order to fulfill Business Associate’s obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the “parties.”
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. Permitted Uses and Disclosures of PHI by Business Associate

Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 Specific Use and Disclosure Provisions

Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Nondisclosure

- 9.1.1** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security

- 9.2.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.2.2** Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of [NIST SP 800-53, Revision 5](#), is available online at; updates will be available online through the [Computer Security Resource Center website](#).
- 9.2.3** Business Associate shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online through the [Cryptographic Module Validation Program Search](#), with information about the [Cryptographic Module Validation Program under FIPS 140-2](#). In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.
- 9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.2.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Business Associate's Agent

Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI

Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI

Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures

Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations

To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. Access to Practices, Books and Records

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival

At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data

If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

18. Breaches and Security Incidents

Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS

- 18.1.1** Business Associate shall notify DHCS immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

18.1.2 Business Associate shall notify DHCS within 24 hours by email (or by telephone if Business Associate is unable to email DHCS) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information in Section 18.6.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online [here](#) at the DHCS Data Privacy webpage.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation

Business Associate shall immediately investigate such security incident or breach.

18.3 Complete Report

To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals

If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS

If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 DHCS Contact Information

To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

18.6.1 DHCS Program Contract Manager

See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.

18.6.2 DHCS Privacy Office

Privacy Office
c/o: Office of HIPAA Compliance
Department of Health Care Services
P.O. Box 997413, MS 4722
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

Telephone: (916) 445-4646

18.6.3 DHCS Information Security Office

Information Security Office
DHCS Information Security Office
P.O. Box 997413, MS 6400
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS

DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

20.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

21. Termination

21.1 Termination for Cause

Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings

DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 Disclaimer

DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2 Amendment

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries

Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 Interpretation

The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 No Waiver of Obligations

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3486

MedBank Agreement Health & Human Services - Health/Prevention ACTION REQUIRED

ITEM SUBMITTED BY

Marilyn Mann, HHS Director

ITEM PRESENTED BY

Anna Scott, HHS Deputy Director - Public Health

RECOMMENDED ACTION:

Request Board approve the lease agreement between the County of Inyo and CareFusion Solutions, Inc. of San Diego, CA for BD Pyxis MedBank equipment, software, and services, in an amount not to exceed \$58,380.00 plus applicable sales and property taxes, for a period of 60 months, commencing on the date of equipment installation, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Health and Human Services Department is responsible for providing medical services to individuals who are incarcerated at the Inyo County Jail. One aspect of medical care within the facility involves medication management and administration. Inmate medications are ordered by the Jail Medical Director, Dr. Richardson, or the Behavioral Health Psychiatrist, Dr. Winston, and are filled under a pharmacy contract with Dwayne's Friendly Pharmacy. Medications are transported at least weekly to the jail by county staff and are stored in the clinic office at the jail. Medication schedules are set up and managed by jail nursing staff, and medications are delivered to inmates by Correctional Officers up to four times per day. In order to store medications safely and effectively, and to ensure proper custody of medications at all times, the Department is requesting authorization to lease a locking medication dispenser with an automated medication inventory management system that provides appropriate custody and control of medications and ensures compliance with regulatory standards. This product will not only secure medication, but will also track who accesses the cabinet for safety, regulatory and quality assurance purposes.

Hospitals, Skilled Nursing Facilities, and other medical facilities commonly use a secure, automated medication dispenser, even when there is an on-site pharmacy, to ensure access to medications around the clock. HHS has an urgent need to improve medication custody and control in the jail and has identified two companies that offer a locking medication dispenser. However, only one of the companies, CareFusion Solutions, Inc., offers the product to corrections facilities. Therefore, HHS is requesting authorization to enter into a sole-source lease with CareFusion Solutions, Inc.

FISCAL IMPACT:

Funding Source	Health Realignment	Budget Unit	045100
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Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
No significant impacts.			
Future Fiscal Year Impacts			
No significant impacts.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could instruct the Department to identify alternate methods to manage on-site medication.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Sheriff's Department

ATTACHMENTS:

1. MedBank Customer Order Terms and Conditions
2. Sole Source Justification - MedBank

APPROVALS:

Marilyn Mann	Created/Initiated - 2/1/2023
Darcy Ellis	Approved - 2/8/2023
Anna Scott	Approved - 2/8/2023
Melissa Best-Baker	Approved - 2/8/2023
John Vallejo	Approved - 2/13/2023
Amy Shepherd	Approved - 2/13/2023
Marilyn Mann	Final Approval - 2/15/2023

BD PYXIS™ MEDBANK – STANDARD TERMS AND CONDITIONS

The Quote(s) and, notwithstanding anything to the contrary on the Quote, these terms and conditions, govern your purchase of BD Pyxis™ MedBank equipment (the “**Equipment**”), software, and services, and form the entire agreement (“**Agreement**”) between the customer identified in the Quote(s) (“**you**” or “**Customer**”) and CareFusion Solutions, LLC, a wholly owned subsidiary of Becton, Dickinson and Company, on behalf of itself and its affiliates (“**we**” or “**CFN**”), and is effective upon your acceptance of the Quote(s), which upon your acceptance, shall become your “Customer Order” or “Customer Orders”. Any reference to a “Master Agreement” on the Quote, shall mean these terms and conditions for purpose of this Quote. Additional or conflicting terms (whether included in a purchase order or otherwise) do not amend or modify the Agreement. THE CUSTOMER ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NON-REFUNDABLE.

1. **Products and Services.** The products (“**Products**”), software (“**Software**”) and services (“**Services**”) purchased under this Agreement, are detailed in the Customer Order and described in all applicable user guides, technical specifications, product security white papers that apply to the Products, Software and Services purchased under the Agreement (the “**Documentation**”).
2. **Equipment Terms.** Title to the Equipment will remain with CFN indefinitely in cases where the Customer Order calls for a lease or rental and until payment of the purchase price in cases where the Customer Order calls for a purchase. In the case of a lease or rental, you agree to maintain the Equipment in accordance with the Documentation and bear the risk (and expense) of loss and damage for any cause from delivery until the Equipment is returned to CFN at the end of the lease or rental term.
3. **Pricing; Shipping; Payment Terms.** Each Customer Order includes prices, fees and other specific terms and conditions for the Equipment and Software (collectively, the “**Products**”) and Services. Equipment that is shipped directly from CFN will ship to the facility designated in each Customer Order, F.O.B. Origin, with freight charges and insurance being paid by CFN and added to the invoice. Payment terms are Net 30 from the date of your receipt of the invoice, which invoices shall be sent no later than 30 days after the applicable Term Begin Date; fee-based credit cards are accepted if approved in advance by CFN. You are responsible for all taxes and assessments levied against the Products, including, without limitation, withholding or value added taxes, and personal property taxes imposed on CFN as the Equipment lessor; CFN will not collect sales tax if you provide CFN with written evidence of exemption.
4. **Software License Terms and Restrictions.** CFN grants Customer a nonexclusive, nontransferable, limited license to use the Software and Documentation licensed solely in connection with Products purchased/rented under this Agreement and only in conjunction with your internal business purposes, provided that all licensing of third party software will be subject to the terms of any third party software terms included in the Documentation, and subject in all cases to payment of applicable fees. During the Agreement Term, you may access and use, and may permit Users to access and use, the Software in the ordinary course of your business at your “location” or “ship to facility” identified in the Customer Order, or as otherwise agreed to by the Parties (each such location, a “**Facility**”). “**Users**” shall mean those Customer employees, agents, consultants and similar personnel, or Customer’s clients who Customer authorizes to use and access Software. Customer shall maintain responsibility for all obligations and ensuring compliance with the terms and conditions of this Agreement, including with respect to all Users. From time to time, CFN may add, modify, discontinue, condition the use of, and otherwise change elements of Software, but will not materially lessen core features or functions. You shall not, and shall not permit any User to: (i) circumvent or bypass any technological protection measures in or relating to a Product; (ii) decompile, disassemble, decrypt, hack, emulate, exploit, or reverse engineer or otherwise attempt to obtain or perceive the source code of Software; (iii) modify or create any derivative work from Software or Documentation; (iv) copy, publish, display, perform, transfer, rent, sublicense, lease, sell, assign, pledge, encumber, export, import, distribute, or lend Software or Documentation; (v) enable access to Software by a third-party software application, except as expressly authorized by CFN in writing; (vi) remove, alter or obscure any proprietary notice or legend from a Product or Documentation; (vii) permit use of a Product by any person not qualified or not authorized to do so; or (viii) use a Product in violation of any law or regulation.
5. **Data Security and Rights.**
 - a. During the Term, CFN will maintain a written information security program of policies, procedures and controls governing the processing, storage, transmission and security of Customer Data (the “**Security Program**”). The Security Program includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. CFN updates the Security Program to address new and evolving security

technologies, changes to industry standard practices, and changing security threats, although no such update will materially reduce the commitments, protections or overall level of service provided to Customer as described herein.

- b. CFN’s information security policies shall be documented and communicated to personnel, contractors, and third parties with access to Customer Data, including appropriate ramifications for non-compliance, and are available at <https://cybersecurity.bd.com/?qa=2.254414920.1133650491.1634222395-1074638392.1514910707>.
- c. CFN shall perform risk assessments with the objective to regularly test, assess and evaluate the effectiveness of the Security Program supporting the Software. CFN shall have the risk program audited annually by an independent third-party in accordance with **Section 5(d)** below.
- d. CFN shall use commercially reasonable efforts to establish and maintain sufficient controls to meet certification and attestation for the objectives stated in ISO 27001, ISO 27018, SSAE 18 / SOC 1 and SOC 2 Type 2 (or equivalent standards) for the Security Program supporting the Software. Commencing on January 1, 2023, CFN shall, at least once per calendar year, obtain an assessment against such standards and audit methodologies by an independent third-party auditor and, upon request make the executive reports available to the Customer.
- e. Any data center facilities include (1) physical access restrictions and monitoring; and (2) fire detection and fire suppression systems both localized and throughout the data center floor. The systems, machines and devices include (1) physical protection mechanisms; and (2) entry controls to limit physical access.
- f. CFN shall use NIST 800-88 industry standard (or substantially equivalent) destruction of sensitive materials, including Customer Data, before such media leaves CFN’s data centers for disposition.
- g. CFN conducts regular security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, CFN will obtain the patch from the applicable vendor and apply it within an appropriate timeframe in accordance with CFN’s then-current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in all production systems.
- h. CFN updates antivirus, anti-malware, and anti-spyware software on regular intervals and centrally logs events for effectiveness of such software.
- i. CFN uses industry standard encryption to encrypt Customer Data in transit over public networks to the Software.
- j. Software patches are regularly made available to Customers to address known vulnerabilities.
- k. Software shall not contain viruses, malware, worms, date bombs, time bombs, shut-down devices, that may result in, either: (a) any inoperability of the Software; or (b) any interruption, interference with the operation of the Software (collectively, “**Illicit Code**”). If the Software is found to contain any Illicit Code that adversely affects the performance of the Software or causes a material security risk to Customer Data, CFN shall, as Customer’s exclusive remedy, use commercially reasonable efforts to remove the Illicit Code or to advise and assist Customer to remove such Illicit Code.
- l. CFN maintains a disaster recovery related plan for CFN-hosted Products and Services that is consistent with industry standards for the Software.
- m. CFN monitors, analyzes, and responds to security incidents in a timely manner in accordance with CFN’s standard operating procedure. CFN’s security group will escalate and engage response teams as may be necessary to address a security incident. CFN will report to Customer any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data (a “**Breach**”) without undue delay following determination by CFN that a Breach has occurred. As information is collected or otherwise becomes available, CFN shall provide without undue delay any further information regarding the nature and consequences of the Breach to allow Customer to notify relevant parties, including affected individuals, government agencies, and data protection authorities in accordance with data protection laws. Customer will cooperate with CFN by providing any information that is reasonably requested by CFN to resolve any security incident, including any Breaches, identify its root cause(s), and prevent a recurrence. Customer is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted parties and for providing such notice.

BD PYXIS™ MEDBANK – STANDARD TERMS AND CONDITIONS

- n. This **Section 5** does not apply to: (a) information shared with CFN that is not Customer Data; (b) data in Customer's VPN or a third-party network; and (c) any data processed by Customer or its users in violation of the Agreement.
- o. CFN may access and use Customer Data: only to provide Products, Support, and Implementation Services; (ii) to improve Products and to develop new Products to improve the delivery, quality, or safety of healthcare; (iii) for benchmarking; and (iv) for aggregate analysis. Notwithstanding the foregoing, CFN may only use or disclose PHI in accordance with Section 15. If Customer Data contains PHI, then CFN will use such Data in conformance with the Privacy Rules.
6. **Service and Support.** Support and Services purchased under Customer Orders are provided in accordance with the descriptions and conditions in **Schedule A**. CFN provides Support during the Term subject to Customer's payment of the applicable fees, and CFN may increase the Monthly Support Fees, if any, stated on the Customer Order for the Products, once every twelve (12) months by no more than the Consumer Price Index for medical care plus two percent (2%), provided the increase will be effective (i) upon at least ninety (90) days' written notice to Customer and (ii) as of the anniversary date of the initial Term (as defined under **Section 16**, below) stated on the Customer Order. Only CFN's designated service technicians may service, perform maintenance that is not expressly required to be performed by Customer, or repair the Equipment. After termination or expiration of any Support plan Customer may purchase an extended service plan and, if Customer chooses not to purchase such plan, then Customer will be responsible for charges for Services on a time and material basis. Support is not assignable by Customer and shall not pass to the benefit of any eventual transferee of the Equipment from Customer. Customer shall cooperate with CFN in providing Support, including by ensuring that the system requirements specified in the Documentation are satisfied, with such system requirements a condition of Implementation Services. If Customer at any time fails to pay any fees for either Service or Support, as applicable, and does not dispute the fees reasonably and in good faith, then, on not less than 30 days' notice, CFN may cease providing such Service or Support for so long as the fees remain unpaid.
7. **Implementation Services.** Products will be implemented pursuant to the option set forth in the Customer Order. The Implementation Service options are described in **Schedule A**. Each Party shall use reasonable efforts to fulfill its responsibilities, conduct its activities, and provide its deliverables as specified in the implementation timeline. Customer shall reasonably cooperate with CFN in its performance of Implementation Services, including providing any resources (including technology and physical environment) and with all necessary permits and free of obstructions, in each case as specified in the Documentation. Acceptance will be deemed to occur upon completion of the Implementation Services, and Customer will provide CFN with written acknowledgment of Acceptance.
8. **Updates and Upgrades.** A charge may apply for Upgrades. Updates, Upgrades and any other revisions to third party software are not provided by CFN. Customer must remain within the last two (2) software versions to continue to receive Support. In the event Equipment is required to be upgraded to support the installation of Updates and Upgrades, the Customer shall be responsible for the purchase of such Equipment.
9. **Customer Responsibilities.** You shall (i) maintain virus and malware protection and operating system security updates to network connected computing systems which run Software and for backing up any information generated by the Equipment; (ii) maintain a safe work environment in connection with our provision of Service and/or Support; (iii) provide high-speed internet access and firewall modifications to enable connectivity for Support, if applicable, and (iv) not move or transfer Products from a Facility without providing CFN with reasonable prior written notice of such move or transfer. Remote support service ("**RSS**") is required to provide support for security patches and assistance with cybersecurity incident response. If Customer chooses not to allow RSS to connect, security patch management and cybersecurity incident response will be the sole responsibility of Customer. RSS for requests received outside of working hours in the continental United States may be provided from locations outside of the United States, including Malaysia and Canada. Notwithstanding the foregoing, the Data Security protections set forth in Section 5 shall apply to such support.
10. **Term; Termination; Effect of Termination.** The Agreement will remain in effect until terminated and will remain in effect thereafter with respect to any Customer Order entered into prior to the effective date of termination. If a Customer Order does not include an expiration date, the Customer Order shall terminate concurrently with and on the terms set forth in the Agreement; Customer Orders that include an expiration date shall automatically renew for an additional 1 year term, and shall be subject to all applicable charges, unless Customer notifies CFN in writing, at least 60 days prior to the expiration of the then current term that it does not wish to extend the term. Either party may immediately terminate any Customer Order and the Agreement, as its sole remedy, if the other Party's key personnel is convicted of an offense related to health care or listed by a federal agency as being debarred, excluded, or otherwise ineligible for federal healthcare program participation. Either Party may terminate any Customer Order if the other Party materially breaches such Customer Order and, except with respect to a payment breach, fails to cure such breach within 30 days after notice of the breach. The termination or expiration of the Agreement shall not terminate any Customer Order between CFN and Customer, and any such Customer Order shall survive the expiration or termination of the Agreement, according to its terms and shall be subject to the applicable terms and conditions of the Agreement for the term of such Customer Order. Termination of the Agreement or any Customer Order will not release a Party from any liability that exists at the time of termination or that accrues thereafter with respect to any act or omission before termination. If previously-installed Pyxis™ products are being upgraded or subject to new terms and conditions under this Quote, then the previously-applicable terms and conditions, including payment terms, for those products shall remain in full force and effect until the Term Begin Date of this Quote, unless otherwise agreed to in writing by the Parties.
11. **Limited Warranty; Exclusions.** CFN represents and warrants that the Products will meet the specifications stated in the Documentation in all respects, shall be free from defects in material and workmanship for either the warranty period or expiration date stated in the Documentation for such Products, or, for Products without a stated warranty period or expiration date, 90 days (the "**Warranty Period**"). Services and Support will be performed in a professional manner in accordance with generally accepted industry standards. Customer's sole and exclusive remedy for any breach of this warranty shall be (i) repair or replacement of the non-conforming Products, (ii) a refund of the amount paid to CFN for non-conforming Products, or (iii) correct any service not performed in accordance with the warranty, with such remedy to be at CFN's option. Customer must provide written notice of any such non-conformance to CFN within the Warranty Period. Any alteration, abuse, misuse, further manufacture, packaging, processing, adjustment or repair by any person or entity other than CFN or a person or entity authorized in writing by CFN shall void any Products warranty. THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY CFN AND IS IN LIEU OF ANY DEFECTS, WHETHER LATENT OR PATENT. NEITHER CFN NOR ANY EMPLOYEE OF CFN IS ENGAGED IN THE PRACTICE OF MEDICINE. CUSTOMER IS RESPONSIBLE FOR VERIFYING THE ACCURACY, COMPLETENESS, AND PERTINENCE OF ANY PHARMACOLOGICAL, MEDICAL, PATIENT, LEGAL OR OTHER RESULTS, DATA OR INFORMATION ENTERED IN, RECEIVED BY, PROCESSED BY, STORED IN, TRANSMITTED BY, PRODUCED BY, DISPLAYED BY, OR USED IN CONNECTION WITH THE PRODUCTS. CUSTOMER ASSUMES ALL RISKS AND LIABILITIES ASSOCIATED WITH THE USE OF SUCH INFORMATION, WHETHER SUCH INFORMATION IS USED ALONE OR IN COMBINATION WITH OTHER INFORMATION.
12. **Exclusions.** Any warranties provided hereunder will not apply to failure of any Products caused by (i) Customer's abuse, neglect or misuse of the Product or failure to maintain the Product in accordance with its Documentation (ii) implementation, repair, modification, alteration, adjustment, or relocation of the Product other than as expressly authorized by CFN; (iii) malicious software not introduced by CFN; or (iv) Customer's failure to permit installation of an Update, or otherwise comply with Customer Responsibilities set forth in **Section 9**.
13. **Confidentiality; IP.**
- General.** Except as provided below, neither Party shall disclose Confidential Information to any other person, or entity other than the Federal Government, a Party's advisors for purposes consistent with the Agreement, or as required by law. In the event a Party in receipt of Confidential Information ("**Receiving Party**") is requested or becomes compelled, by a court of competent jurisdiction, administrative agency or other governmental body, to disclose Confidential Information of the Party that disclosed the Confidential Information ("**Disclosing Party**"), the Receiving Party will provide the Disclosing Party with prompt notice. CFN's obligations in this paragraph and the exceptions in paragraph 13(b) below supersede any obligations of CFN or any CFN representative contained in any confidentiality agreement or statement executed or acknowledged at the entry of any Customer facility, which agreements or statements are void.
 - Exceptions.** The obligations of this confidentiality section do not apply to information that: (i) was in the public domain or was known to the Receiving Party before the information was received by the Receiving Party; (ii) is developed by the Receiving Party or on its behalf independently of the information disclosed by the Disclosing Party as shown by written record; (iii) is acquired by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; or (iv) becomes public knowledge without breach by the Receiving Party of any obligations of confidence to the Disclosing Party.

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c. **Rights upon Termination.** Upon termination of the Agreement or termination or expiration of a Customer Order, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) use reasonable efforts to promptly purge the other Party's Confidential Information from its computer storage or other media, including online and off-line libraries (however, to the extent it is not feasible for the Party to purge such Confidential Information from back-up storage, the Party shall retain it in accordance with **Section 13**; and (iii) upon the request of the other Party, certify in writing that it has complied with the terms of this section.

d. **IP Rights.** CFN owns or has rights to all Intellectual Property embodied or embedded in, or practiced by, the Products, Documentation, or CFN Data, and all rights therein. No services, including design technical support or advisory services, will be performed as works made for hire, and CFN retains full rights to design or market the same or similar designs for other customers. If Customer provides feedback on Products or ideas for new products, CFN may use and commercialize such feedback and ideas in any way and for any purpose.

14. **Indemnification; Limit of Liability.**

a. **General.** CFN shall defend against and indemnify the other Party for any loss, damages, or liability, including reasonable attorneys' fees, resulting from any third party claim ("**Claim**") to the extent arising from CFN's negligence or willful misconduct or breach of its representations, warranties and covenants under this Agreement; provided, however, that such obligation shall not apply to Claims arising from the negligence or willful misconduct of any healthcare professional in performing services in a healthcare facility owned or operated by Customer. Customer shall give prompt notice of the Claim to CFN; however, any delay in giving notice will not excuse CFN's obligations under this section, except to the extent Customer has been prejudiced by the delay. Customer shall cooperate with CFN in the defense of the Claim and in any settlement of the Claim.

b. **Infringement.** CFN shall defend Customer against any Claim that CFN's manufacture or sale of a Product infringes any patent or copyright of such person enforceable in the U.S. or misappropriates any trade secret of such person ("**Infringement Claim**"). On the occurrence of any Infringement Claim, or in the event CFN believes an Infringement Claim is likely, CFN may, at its option (i) modify the Product to make it non-infringing, or substitute functionally equivalent hardware or software; or (ii) obtain a license to the applicable third-party intellectual property rights; or (iii) refund the purchase price of the Product in question.

CFN will have no obligation or liability to the extent the Infringement Claim arises from: (i) the combination or use of the Product with products, services, hardware, software, technology, data or other materials not furnished or approved by CFN; (ii) modification of the Product, except as expressly authorized by CFN in writing; or (iii) use of the Product other than in accordance with the Documentation, in violation of the Customer Order or applicable laws, or after notice from CFN that Customer should cease use of the Product. The obligations set forth in this section will constitute CFN's entire liability and Customer's sole remedy for any actual or alleged Infringement Claim.

c. **NO PARTY WILL BE LIABLE TO THE OTHER PARTY FOR: (I) ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (II) ANY DAMAGES FOR BUSINESS INTERRUPTION; OR (III) REPROCUREMENT COSTS, LOSS OF PROFITS, INCOME, BUSINESS, USE, DATA OR GOODWILL.** Other than with respect to payment claims, and subject to the exceptions in **14(d)** below, the total liability of a Party in connection with any matter arising from or relating to a Customer Order (whether in contract, tort, negligence or otherwise) will be limited to the amount of all fees paid or to be paid by Customer under the Customer Order(s) to which the matter relates during the 12 month period immediately preceding the event giving rise to such liability.

d. The exclusions set forth in **14(c)** will apply to the fullest extent permitted by applicable laws, but will not apply to any liability arising from: (i) indemnification obligations hereunder related to death or bodily injury; (ii) a Party's fraud, gross negligence or willful misconduct; and (iii) breaches of confidentiality obligations. Notwithstanding the foregoing, the total aggregate liability of CFN for claims

arising out of CFN's failure to comply with its obligations of confidentiality and data security under this Agreement (other than with respect to claims arising from CFN's gross negligence or willful misconduct, for which CFN's liability will be uncapped), shall be limited to \$200,000.

15. **Business Associate Terms.**

a. **Permitted Uses and Disclosures by Business Associate.** In the performance of its obligations under this Agreement, CFN will receive PHI from or on behalf of Customer. CFN shall not use or further disclose PHI except:

(i) Business associate may use or disclose protected health information as necessary to perform the services set forth in this Agreement; or

(ii) Business associate may Use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached; or

(iii) Business Associate may use or disclose PHI as otherwise expressly permitted in writing by Covered Entity; or

(iv) Solely to the extent permitted by 45 C.F.R. §164.514, Business Associate shall de-identify PHI and use such de-identified PHI only as permitted by law and in a manner that would not violate the HIPAA Rules and this Agreement; or

(v) If CFN provides data aggregation services to Customer, CFN may use PHI to provide Data Aggregation services to Customer as permitted by the HIPAA Rules.

b. **Minimum Necessary.** In conducting functions and/or activities under this Agreement that involve the use and/or disclosure of PHI, CFN shall make reasonable efforts to limit the use and/or disclosure of PHI to the minimum amount of information necessary to accomplish the intended purpose of the use or disclosure.

c. **Protection of PHI.** CFN shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement.

d. **Reporting.** CFN shall promptly and without undue delay report to Customer any Breach, Security Incident, or improper Use or Disclosure of PHI as required by the HIPAA Rules and applicable State law. Notwithstanding the foregoing, no report shall be required for unsuccessful attempts at unauthorized Access, Use, Disclosure, modification, or destruction of PHI or unsuccessful attempts at interference with systems operations in an information system, which shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to Business Associate's information systems, unless such incident appears to be an attempt to obtain unauthorized access, use or disclosure of Covered Entity's electronic PHI.

e. **Mitigation.** CFN shall mitigate, to the extent practicable, any harmful effect that is known to CFN of a use or disclosure of PHI by CFN in violation of this Agreement.

f. **Subcontractors and Agents.** CFN agrees to ensure that any subcontractors and agents to whom it provides PHI received from, or created, or received by, CFN on behalf of Customer agree in writing to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Rules that apply through this Agreement to CFN with respect to such information in accordance with such rules.

g. **Accounting to HHS.** CFN shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services (the "**Secretary**"), in a time and manner designated by Customer or the Secretary, for the purpose of the Secretary determining Customer's compliance with the HIPAA Rules.

h. **Documentation of Disclosures.** CFN shall document and maintain documentation of such disclosures of PHI and information related to such disclosures as would be required for Customer to respond to a request by an

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Individual for an accounting of disclosures of PHI in accordance with HIPAA Rules.

- i. **Accounting of Disclosures.** If CFN receives a request from an individual pursuant to the HIPAA Rules for an accounting of Customer's disclosures of the individual's PHI and, in the course of attempting to satisfy the individual's request, Customer provides a written request to CFN, then Business Associate shall promptly provide Customer the information required to be included in an accounting pursuant to applicable HIPAA Rules for CFN's disclosures of PHI that are subject to an accounting pursuant to HIPAA Rules.
 - j. **Access and Designated Record Set.** To the extent CFN maintains PHI in a "Designated Record Set," as that term is defined in the HIPAA Rules, CFN agrees to provide access, at the request of Customer, and in a reasonable time and manner, to PHI in a Designated Record Set to Customer in order for Customer to meet the requirements under the HIPAA Rules. If applicable, CFN agrees to make any amendment(s) to PHI in a Designated Record Set that Customer directs or agrees to pursuant to HIPAA Rules at the request of Customer and in a reasonable time and manner.
 - k. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations(s) under the HIPAA Rules, it will comply with the requirements that apply to the Covered Entity in the performance of such obligation(s).
 - l. **Return or Destruction of PHI.** Upon termination of this Agreement for any reason, CFN shall either return or destroy, if feasible, all PHI received from Customer, or created, maintained or received by CFN on behalf of Customer. This provision shall apply to all such PHI in the possession of subcontractors or agents of CFN. CFN shall retain no copies of the PHI. If CFN determines that returning or destroying the PHI is infeasible, then CFN shall provide to Customer notification of the conditions that make return or destruction infeasible. CFN shall extend the protections of this Section to such PHI and limit further uses and disclosures of such PHI to those purposes that makes the return or destruction infeasible, for so long as CFN maintains the PHI.
 - m. **Electronic PHI Safeguards.** To the extent CFN creates, receives, maintains or transmits Electronic PHI on behalf of Customer, CFN shall comply with the applicable HIPAA Rules and shall implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI, in accordance with the applicable HIPAA Rules, and ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Electronic PHI on CFN's behalf will (i) implement reasonable and appropriate safeguards to protect Electronic PHI; and (ii) comply with any applicable requirement of the applicable HIPAA Rules.
 - n. **Conformance with Modification of HIPAA Rules or Regulations.** If an amendment to or modification of HIPAA Rules, requires modification of this Section to permit Customer or CFN to remain in compliance during the term of this Agreement, then CFN and Customer shall enter into good faith negotiations to amend this Section to conform to any change required by such amendment or modification. Notwithstanding the foregoing, if Customer and CFN have not amended this Agreement to address a law or final regulation that becomes effective after the Effective Date and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation and for Customer and CFN to be and remain in compliance with all applicable laws and regulations.
 - o. **Survival.** The obligations of CFN pursuant to this Section shall survive the termination, cancellation or expiration of this Agreement.
16. **Certain Defined Terms.**
- a. **"Acceptance"** means the completion of Implementation Services or, if no Implementation Services are provided, the delivery of the Products or, as applicable, the protocols, keys or access codes needed to access and use the Products.
 - b. **"CFN Data"** means data that is part of a Product or Service and data derived from that data, and includes event data, operational data, device health data, database structure, and machine metrics of or relating to a Product or Service.
 - c. **"Confidential Information"** means any confidential or proprietary information of a Party, however disclosed or recorded that is disclosed in connection with the Customer Order (including, with respect to Customer, Customer Data, and, with respect to CFN, CFN Data).
 - d. **"Customer Data"** means data that is created by Customer, or as between Customer and CFN, originates with Customer and is stored, transmitted to, or accessed by CFN through a Product, as applicable. For avoidance of doubt, Customer Data includes PHI and personally identifiable information of any member of Customer's workforce and excludes CFN Data.
 - e. **"Term"** means the period of time specified in a Customer Order during which Customer is entitled to access and use a Product.
 - f. **"Implementation Services"** means the professional services and training provided by CFN to assist Customer in the implementation of a Product.
 - a. **"IP"** means all (a) processes, methodologies, procedures and trade secrets, algorithms, apparatus, circuit designs and assemblies, scripts, databases, data collections, data models, designs, diagrams, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, methods, models, network configurations and architectures, protocols, schematics, specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, web sites and domain names, (b) trademark, service mark, logos, or trade dress, (c) Software, tools and machine-readable texts and files, and (d) copyrights, literary work or other work of authorship, including documentation, reports, manuals, training materials, artwork, drawings, fonts, photographs, charts and graphics.
 - b. **"PHI"** means "protected health information" as defined in 45 CFR §160.103, of any patient of Customer.
 - c. **"HIPAA Rules"** means Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).
 - d. **"Update"** means software to update, patch, fix, enhance or otherwise modify an already existing feature for the purposes of maintaining current functionality of the Equipment or Software that is a less substantial change than an Upgrade, as designated by CFN in its sole discretion and made generally available to its customers.
 - e. **"Upgrade"** means any new functionality to either Software or Equipment that does not exist in the current configuration and which requires additional payment by the Customer. "Functionality" is defined as a combined set of features that each CFN product can perform that is a more substantial change than an Update, as designated by CFN in its sole discretion and made generally available to its customers.
 - f. **"Term Begin Date"** means the first day of the month following Acceptance, or a date otherwise mutually agreed upon by the parties in writing.
17. **Miscellaneous.**
- a. Each Party hereby represents that it shall comply with applicable laws.
 - b. All claims, controversies or disputes arising out of or relating to the Agreement or a Customer Order, the relationship of the parties and/or the interpretation and enforcement of their respective rights and obligations herein, shall be governed by the laws of the State of Delaware, except for any choice or conflict of law principles.
 - c. Either Party may assign, sell, or otherwise transfer the Agreement without the prior consent of the other Party (a) to an Affiliate or (b) in connection with a sale or transfer of all or substantially all of the assets of such Party related to the subject matter described therein.
 - d. Either Party's failure to insist upon performance of any provision of the Agreement is not a waiver of any of its rights under the Agreement. No waiver under the Agreement will be valid or binding unless set forth in a writing signed by the Party against which enforcement of the waiver is sought. The waiver will constitute a waiver only with respect to the specific matter described in the waiver and will not impair the rights of the Party granting the waiver in any other respect or at any other time. No delay or forbearance by either Party in exercising any right under the Agreement will be deemed a waiver of that right.
 - e. If any provision of the Agreement should for any reason be held invalid, unenforceable or contrary to public policy, the remainder of the Agreement shall remain in full force and effect.
 - f. The Agreement together with any Customer Orders (i) are the entire agreement between the parties and supersedes any other oral or written communications, advertisements or understandings with respect to the subject matter hereunder
 - g. No amendment of the Agreement will be valid unless such amendment is made in writing and is signed by authorized representatives of CFN and the

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applicable Customer.

[End of document].

- h. Nothing in this Agreement may be construed to place the parties in the relationship of partners, joint ventures, principal and agent, or employer and employee. Neither Party may assume, create, or incur any liability or obligation in the name of or on behalf of the other Party by virtue of the Agreement. Each Party shall bear the costs of performance of its obligations under the Agreement.
- i. The Parties agree that there are no third-party beneficiaries of this Agreement, except Customer's affiliates to the extent they execute a Customer Order.

Each person signing below represents that he/she intends to, has the authority to, and hereby binds his/her respective party to this Agreement and any Quote/Customer Order attached.

CUSTOMER

CAREFUSION SOLUTIONS, LLC

Customer By: _____
 Customer Print: Marilyn Mann
 Customer Title: HHS Director
 Date: _____

CFN By: _____
 CFN Print: _____
 CFN Title: _____
 Effective Date: _____

Acknowledgements:

I acknowledge that BD's standard lead time to first site installation is 90 days.

By signing these Terms and Conditions, I accept the Customer Order(s), Attachment(s) and Terms and Conditions.

Select which of the following apply:

Please check if a purchase order is required for payment of the financial obligation proposed under this Customer Order

Rental/Purchase PO#:

Support PO#:

PO not Required: If a Purchase Order is not a customer requirement in order to remit payments, customer acknowledges that invoices are due upon receipt and payments will not be withheld or delayed in the event BD is not provided a PO subsequent to execution of this Customer Order.

SCHEDULE A – SMS AND IMPLEMENTATION SERVICES DESCRIPTION**1. Support and Maintenance Service Description.**

- a. **Proper Performance and Updates.** To the extent you have purchased Support and Maintenance Services (“SMS”) in a Customer Order, we will provide, during the purchased support term, (i) SMS that is required to keep the Product functioning substantially in accordance with the user, specifications or product guides provided in the Documentation “Proper Performance”), and (ii) Updates. Upon release we will coordinate delivery of the Update (via the Internet) and assist you with installation, using reasonable efforts to minimize disruption to your use of MedBank Software. Updates will be provided with scripts and programs that install complete, working versions of the applicable Updates.
- b. **Customer Support.** Customer Support is available by phone at 1.866.930.9251 24/7/365 and may also be requested online at MedbankSupport@BD.com, via the support chat feature on its myQlink.net website.
- c. **Exclusions.** SMS is not provided if: (i) you are not in compliance with your obligations under the Agreement; (ii) use, operation, repair or maintenance of the Products are not in compliance with the manufacturer’s terms and conditions of use in the Documentation; (iii) a Product is being used in combination with any item with which such Product is not intended to be operated or used, (iv) a Product has been subject to abnormal physical or electrical stress; (v) the Product has been modified or altered other than by CareFusion or as permitted by CareFusion in writing, (vi) the performance issue is caused by your act, omission, negligence, Loss or damage in relation to a Product, (vii) you fail to follow the recommended operating environment for the Product, (viii) the problem is with third party software or hardware not licensed through or sold by CFN, (ix) you have not installed and implemented all released Updates; or (x) you moved or relocated the Product or assigned any right or interest in the Product without our advance written consent. Any service not specifically identified herein as a component of SMS may be provided by us upon or provision of an estimate and your issuance of a PO.
- d. **Subcontractor.** All or a portion of SMS may be provided by subcontractors, provided that we shall remain obligated to the terms herein to ensure quality performance of Support Services in accordance with the terms herein.

2. Implementation Services Description.

- a. **Implementation Services.** If purchased in a Customer Order, we will provide implementation services in accordance with our standard service offerings and implementation timeline for the type of purchased services, “Concierge” or “Guided”, and Acceptance will be deemed to occur upon completion of services.
- b. **Self-Install.** Except for initial Customer Orders, you may elect to self-install under a subsequent Customer Order if you designate one or more employees (each, a “Customer Implementation Specialist”) who satisfactorily completes “train the trainer” training provided by our personnel during implementation of BD Pyxis MedBank Products under a prior Customer Order. If you elect to self-install in a Customer Order, then your Customer Implementation Specialist(s) shall be responsible for implementing installation of Products under such Customer Order.
- c. **Per Diem Services.** If you request any implementation-related or other services which are not included in the Quote/Customer Order, including: (i) on-site implementation services and troubleshooting; (ii) any additional implementation- or training-related services provided after Acceptance; or (iii) other services then CareFusion shall use best commercially reasonable efforts to provide the Per Diem Service under a separate agreement based on then-current per diem pricing applicable to all customers.

[End of Schedule A]



Customer Order

Customer Order Date: 11/08/2022
 Customer Order : 1000233903

Customer Information		Ship To:	Bill To
Sold To:			Same as (Circle) Sold To: Ship To:
Legal Name:	INYO COUNTY JAIL	INYO COUNTY JAIL	
DBA:	INYO COUNTY JAIL	INYO COUNTY JAIL	
Street Address:	550 S CLAY ST STE S	550 S CLAY ST STE S	
City,St.,Zip:	INDEPENDENCE, CA 93526	INDEPENDENCE, CA 93526	
Customer No.	10279955	10279955	

1. **Customer Orders.** Effective as of the date of both signatures below ("**Effective Date**"), this Customer Order is entered by and between CareFusion and Customer as separate and distinct agreements (combined for administrative convenience) for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference (each, a "**Product**" and, collectively, the "**Products**"); and (ii) Services applicable to the Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Products and Services ("**Master Agreement**"). Any reference to a "**Rental Term(s)**" or "**Rental Fee(s)**" in relation to Software will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively. Notwithstanding the foregoing, if applicable to the Products hereunder, any reference to (a) "**Master Agreement**" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "**Customer Order**" will alternately refer to "**Rental Agreement**" or "**Support Agreement.**"

2. **Configurations.** Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order?(Please Circle)

Yes	No	Rental PO#:
		Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above.
 When complete, additional copies will be sent to the following address:

Name: _____
 Street Address: _____
 City,St.,Zip: _____

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to the Rental Customer Order and the separate Support Customer Order.

INYO COUNTY JAIL

Sign: _____
 Print: _____
 Title: _____ Date: _____

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130
 888.876.4287

Sign: _____
 Print: _____
 Title: _____ Date: _____

This Customer Order is not valid until executed by both Customer and CareFusion Solutions, LLC.

SALES ASSOCIATE:Dustin Gunnells
 Email: dustin.gunnells@bd.com



**Customer Order
Product Schedule**

Customer Order : 1000233903

Sold To: INYO COUNTY JAIL #10279955
Ship To: INYO COUNTY JAIL #10279955

Support Level: Basic / Standard 24h
Rental and Support Term: 60 months

GPO: NOT APPLICABLE

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 02/06/2023

New Products					Purchase Terms			Rental Terms			Support Terms		
Proposed Location	Product ID	Product Name	Tr. Type	QTY	Purchase Fees			Monthly Rental Fees			Monthly Support Fee		
					List	Net	Extended	List	Net	Extended	List	Net	Extended
	1139-00	MEDFLEX 2.0,1000,6	NEW	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 755.00	\$ 755.00	\$ 755.00	\$ 41.00	\$ 41.00	\$ 41.00
	139077-01	BD Pyxis MedBank Facility Concierge Imp	NEW	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 0.00	\$ 0.00	\$ 0.00
	139406-01	BD Pyxis MedBank Shipping Fee - X Large	NEW	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 27.00	\$ 27.00	\$ 27.00	\$ 0.00	\$ 0.00	\$ 0.00
	139090-01	BD Pyxis MedBank Facility Software	SWN	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 102.00	\$ 102.00	\$ 102.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:							\$ 0.00			\$ 932.00			\$ 41.00

Total Purchase Fees	\$ 0.00
Total Monthly Rental Fees	\$ 932.00
Total Monthly Support Fees	\$ 41.00

All fees mentioned are in USD

Customer Initials: _____

Sole Source Justification Form

Sole Source: A unique service or item that is only available from a single source or one source is the only practical way to respond to overriding circumstances. The lack of planning is not an overriding circumstance.

This is a sole source because:

- There is only one known source because:
 - This is a sole provider of a licensed, copyrighted, or patented good or service.
 - This is a sole provider of items compatible with existing equipment or systems.
 - This is a sole provider of factory-authorized warranty service.
 - This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the Authority (Please detail in an attachment).

- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

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

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

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.

See attached Procurement Schedule and BD Pyxis MedBank Solution documents

DEPARTMENT CONTACT PERSON & TITLE
Anna Scott, HHS Assistant Director

DEPARTMENT NAME
Health and Human Services

PHONE
760-873-3271

REQUESTED SUPPLIER/CONSULTANT NAME
CareFusion Solutions, LLC

SUPPLIER CONTACT PERSON
Dustin Gunnells

SUPPLIER ADDRESS
3750 TORREY VIEW CT, SAN DIEGO, CA 92130
888.876.4287

SUPPLIER CONTACT'S PHONE NUMBER
c:225-362-0262
e:Dustin.gunnells@bd.com

By signing below, Requestor acknowledges that he/she has read and understands the Authority's policy on sole source procurements.



Signature of Requestor

1/9/23

Date

President/CEO Approval

Date

Sole Source Justification Form Attachment

HHS – Public Health& Prevention

This is a sole provider of goods and services that meet the specialized needs of Inyo County. BD Pyxis MedBank is the only vendor offering a product, software, and support services that address the medication management need within the Inyo County Correctional Facility – Health Services. The Health and Human Services, Public Health & Prevention and Behavioral Health Division, in conjunction with the Inyo County Sherriff Department, is interested in leasing medication management equipment and utilizing the software and services included in the BD Pyxis MedBank – Lease – Standard Terms and Conditions to ensure safe and trackable medication storage and handling within the correctional setting in accordance with healthcare and in-custody requirements.

The only other company that offers an automated medication dispensing cabinet, Omnicell, does not have a product and software system that is usable in a correctional setting. Therefore, they are not able to support our medication management needs and failed to provide a quote.



Customer Order

Customer Order Date: 11/08/2022
 Customer Order : 1000233903

Customer Information		Ship To:	Bill To
Sold To:			Same as (Circle) Sold To: Ship To:
Legal Name:	INYO COUNTY JAIL	INYO COUNTY JAIL	
DBA:	INYO COUNTY JAIL	INYO COUNTY JAIL	
Street Address:	550 S CLAY ST STE S	550 S CLAY ST STE S	
City,St.,Zip:	INDEPENDENCE, CA 93526	INDEPENDENCE, CA 93526	
Customer No.	10279955	10279955	

1. **Customer Orders.** Effective as of the date of both signatures below ("**Effective Date**"), this Customer Order is entered by and between CareFusion and Customer as separate and distinct agreements (combined for administrative convenience) for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference (each, a "**Product**" and, collectively, the "**Products**"); and (ii) Services applicable to the Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Products and Services ("**Master Agreement**"). Any reference to a "**Rental Term(s)**" or "**Rental Fee(s)**" in relation to Software will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively. Notwithstanding the foregoing, if applicable to the Products hereunder, any reference to (a) "**Master Agreement**" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "**Customer Order**" will alternately refer to "**Rental Agreement**" or "**Support Agreement.**"

2. **Configurations.** Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order?(Please Circle)

Yes	No	Rental PO#:
		Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above.
 When complete, additional copies will be sent to the following address:

Name: _____
 Street Address: _____
 City,St.,Zip: _____

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to the Rental Customer Order and the separate Support Customer Order.

INYO COUNTY JAIL

Sign: _____
 Print: _____
 Title: _____ Date: _____

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130
 888.876.4287

Sign: _____
 Print: _____
 Title: _____ Date: _____

This Customer Order is not valid until executed by both Customer and CareFusion Solutions, LLC.

SALES ASSOCIATE:Dustin Gunnells
 Email: dustin.gunnells@bd.com

BD Pyxis™ MedBank Solution

BD, the BD Logo, BD Pyxis MedBank, BD Pyxis ES are trademarks of Becton, Dickinson and Company or its affiliates. © 2021 BD. All rights reserved.



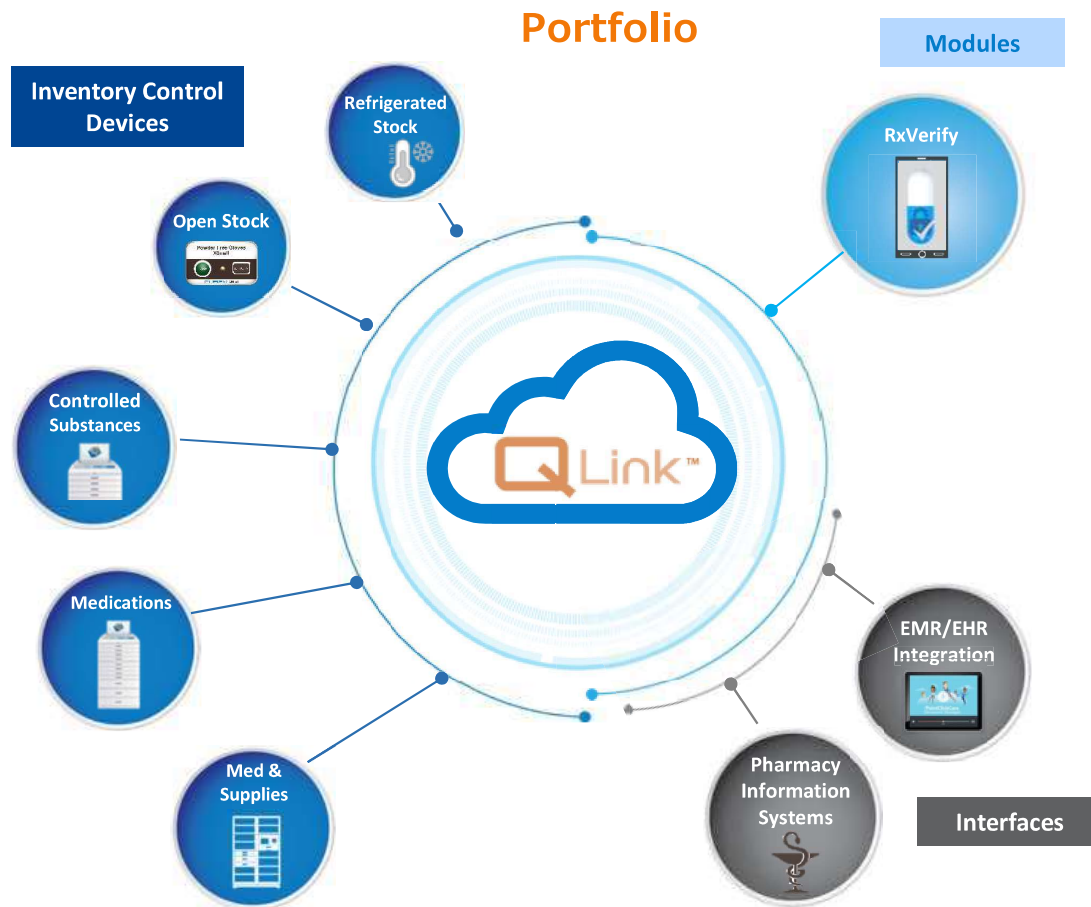
Why BD Pyxis™ MedBank?

A Solution to Address the Unique Needs of the Care Continuum



- Supports nursing workflow by **decreasing the number of steps** in the medication management
- **Supports inventory management** and audits with a wide variety of reports on inventory and billing process
- Provides **charge capture** through integration with PIS/EMRs
- May **support diversion efforts** by providing discrepancy reports, securing meds via CUBIES

BD Pyxis™ MedBank Portfolio and Platform



- Cloud-hosted Platform – accessible from any browser
- Bi-directional Integration w/PIS
- Enterprise Program Administration and Reporting Tools
- Reports pushed out automatically
- Unlimited data archiving
- Web-based interfaces
- Automatic electronic ordering
- Remote software updates and upgrades

The Goal of Cloud-Hosted BD Pyxis™ MedBank



- myQLink Medication and Supply Management Portal, powered by Microsoft Azure cloud services
- Plug and play deployment and supports budgetary needs (no hardware or IT configuration support required)
- Cloud backup, recovery and long-term data retention
- Enterprise data warehousing and reports
- Near real-time connection to myQLink cloud hosted application
- Operates outside of client firewall and servers
- Remote system monitoring, automatic system updates, and upgrades

BD Pyxis™ MedBank Product Portfolio



19"W x 26.75"H x 18"D

19"W x 16"H x 18"D

BD Pyxis™ MedBank Mini + Aux

- Ideal for smaller facilities
- Controlled Substance + Med Management
- Up to 18 Half-Height or 15 Full-Height BD Pyxis™ CUBIE™ pockets per drawer
- Up to 30 Matrix pockets per drawer



60"H x 19"W x 18"D

48"H x 19"W x 18"

BD Pyxis™ MedBank Tower + Aux

- Ideal for small-medium facilities
- Controlled Substance + Med Management
- Up to 18 Half-Height or 15 Full-Height BD Pyxis™ CUBIE™ pockets per drawer
- Up to 30 Matrix pockets per drawer

BD Pyxis™ MedBank Product Portfolio



BD Pyxis™ QLOCK



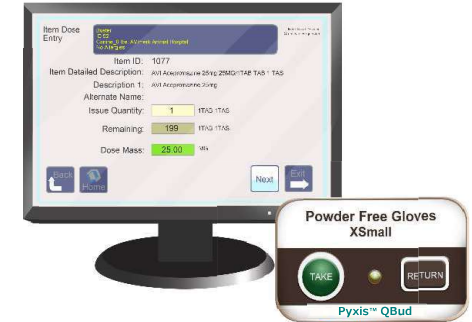
**BD Pyxis™ QLOCK
Station**

- Refrigerated medication management
- Up to 100 unique item management per QLock
- Temperature check and alarm workflows available
- Operates independently as QLock Station or as an add-on option to existing solutions



BD Pyxis™ QBud

- Additional option for supply or fluid management
- Take and Return buttons for quick item access
- Use as a stand-alone system or as an add-on option to existing solutions



BD Pyxis™ QBud Station

Streamlined Deployment Options



ONSITE

BD Pyxis™ MedBank Specialist onsite to facilitate entire process

Train-the-Trainer focus to limit personal contact

Social distancing protocols followed



GUIDED

Dedicated BD Pyxis™ MedBank Specialist remotely guides the install

Limits exposure to pharmacies and facilities

Onsite follow-up when restrictions are lifted



SELF INSTALL

Implementation is 100% self-managed by the client

BD Pyxis™ MedBank is available as needed via support call

Clients must be BD Pyxis™ MedBank Implementation Certified



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3414

Amendment No. 1 to American Refuse, Inc. Contract Public Works - Recycling & Waste Management ACTION REQUIRED

ITEM SUBMITTED BY

Cap Aubrey, Public Works Deputy Director, Solid Waste

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and America Refuse, of Wasco, CA increasing the contract to an amount not to exceed \$185,000 for waste tire hauling and recycling, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

On April 20, 2021, your Board approved a three-year agreement with American Refuse to provide for tire hauling and recycling services. Tires cannot be disposed of at the landfill and must be transported to an approved recycling facility. Significantly more tires have been removed than originally anticipated from the Bishop landfill. A backlog still exists and therefore it is necessary to increase the "not to exceed" figure in the contract to allow American Refuse to continue to remove tires.

The attached amendment increases the "not to exceed" amount by \$50,000. It is expected that this amount will allow for removal of tires through June 30, 2024 when the current contract expires.

FISCAL IMPACT:

Funding Source	Non-General Fund Solid Waste	Budget Unit	045700
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
2022-2023			
Future Fiscal Year Impacts			
2023-2024			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If the amendment is not approved by your Board, tires will not be removed from the landfill. The County will be in violation of CalRecycle regulations regarding the number of tires allowed on landfill grounds.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. American Refuse Contract Amendment

APPROVALS:

Teresa Elliott	Created/Initiated - 1/17/2023
Darcy Ellis	Approved - 1/18/2023
Teresa Elliott	Approved - 1/19/2023
Breanne Nelums	Approved - 1/23/2023
John Vallejo	Approved - 1/23/2023
Amy Shepherd	Approved - 1/23/2023
Michael Errante	Final Approval - 1/23/2023

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
American Refuse Inc
FOR THE PROVISION OF Tire Hauling and Recycling

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: [Signature] _____
Signature

Jeff S. Minton _____
Type or Print

Dated: 1/18/2023 _____

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
American Refuse Inc
FOR THE PROVISION OF Tire Hauling and Recycling**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and American Refuse Inc, of Wasco, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated April 20, 2021, on County of Inyo Standard Contract No. 116, for the term from July 1, 2021 to June 30, 2024.

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

The first sentence of paragraph 3.D Limit upon amount payable under this agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this agreement shall not exceed One Hundred Eighty-Five Thousand Dollars (hereinafter referred to as ("contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

County will pay contractor amount not to exceed \$185,000 for all work listed in Attached A,

All other items to remain in full force and effect.

The effective date of this Amendment to the Agreement is March 1, 2023.

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



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3461

Waiver of Fees Consideration for Lower Owens River Clean-Up Event Public Works - Recycling & Waste Management ACTION REQUIRED

ITEM SUBMITTED BY

Cap Aubrey, Public Works Deputy Director, Solid Waste

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Request Board consider approval of waiver of solid waste disposal and gate fees up to \$100 for trash and litter removed at the Lower Owens River Clean event, April 22, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

As a community service, the California Waterfowl Association is holding a clean-up event at the Lower Owens River on Saturday, April 22, 2023. The organization has requested a waiver of solid waste disposal and gate fees for waste collected at the event. The California Waterfowl Association will be separating items that can be recycled to help Inyo County meet our recycling goals, and bringing only trash collected from the Owens River clean-up to the Bishop-Sunland Landfill. Waste attributable to the clean-up will be tracked by the Landfill Gate Attendant. This is the ninth year of the event. Your Board has waived fees for the past eight years and the lost revenue was minimal.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045700
Budgeted?		Object Code	
Recurrence			
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not waive these fees. The cost will then be borne by the event's organizers.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 1/24/2023
Darcy Ellis	Approved - 1/24/2023
Teresa Elliott	Approved - 1/24/2023
Breanne Nelums	Approved - 1/24/2023
John Vallejo	Approved - 1/24/2023
Amy Shepherd	Approved - 1/24/2023
Michael Errante	Final Approval - 1/25/2023



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3499

Amendment No. 4 to Fountainhead Consulting Agreement Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Greg Waters, Senior Civil Engineer

RECOMMENDED ACTION:

Request Board approve Amendment No. 4 to the consulting agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, increasing the contract by \$137,327.86 to an amount not to exceed \$808,366.97 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, the project schedule has been extended. Additionally, the California Department of Fish & Wildlife is now requiring a biological monitor on-site through the completion of the project. The biological monitor is required on-site one day per week, now that the creek diversion has been removed.

Contract Summary:

Original Contract	\$339,928.37
Amendment #1	\$121,829.20
Amendment #2	Time Extension Only
Amendment #3	\$209,281.54
Amendment #4	\$137,327.86

Total	\$808,366.97
--------------	---------------------

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes (adjustment with Mid-Year)	Object Code	5717
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
The FY 22-23 budget was increased by \$100,000 in December to cover the projected remaining costs for Fountainhead Consulting. Exhibit 10-H1 Cost Proposal dated 1-29-23 from Fountainhead requests \$137,327.86, a \$37,327.86 increase over previous mid-year adjustment. This adjustment is being handled with mid-year.			
Future Fiscal Year Impacts - None			
Additional Information			

California Office of Emergency Services (75%) and Road Maintenance and Repair Act (RMRA) (25%).

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract amendment. However, this would prevent the project from being completed.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Fountainhead Amendment No. 4
2. Fountainhead Consulting Contract
3. Fountainhead Contract Amendment No. 1
4. Fountainhead Amendment No. 2
5. Fountainhead Amendment No. 3

APPROVALS:

Darcy Ellis	Created/Initiated - 2/8/2023
Greg Waters	Approved - 2/8/2023
Michael Errante	Approved - 2/8/2023
Breanne Nelums	Approved - 2/8/2023
John Vallejo	Approved - 2/8/2023
Amy Shepherd	Approved - 2/8/2023
Nate Greenberg	Final Approval - 2/16/2023

**AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
FOUNTAINHEAD CONSULTING CORPORATION
FOR THE PROVISION OF CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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 Consultant do desire and consent to amend such Agreement as set forth below.

1. Amend Attachment B to the contract, titled “Schedule of Fees,” to replace the current schedule of fees with the document titled “Exhibit 10-H1 Cost Proposal,” which is attached hereto.
2. Amend section 2 of the contract, titled “Term,” to modify the end date of the contract from July 1, 2023 to December 1, 2023 to allow for project closeout beyond the end of the construction period.
3. Amend section 3(D) of the contract, titled “Limit upon amount payable under Agreement,” to increase the not to exceed amount by \$137,327.86 to a new not to exceed amount of \$808,366.97

The effective date of this amendment to the Agreement is October 1st, 2022.

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

**AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
FOUNTAINHEAD CONSULTING CORPORATION
FOR THE PROVISION OF CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2023.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Engineer	Ivan Benavidez	30.00	\$ 81.00	\$ 2,430.00
Structures Representative	Javid Sharifi	65.00	\$ 78.00	\$ 5,070.00
Inspector/Office Engineer	Brian French	520.00	\$ 60.90	\$ 31,668.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 39,168.00
 b) Anticipated Salary Increases (see page 2 for calculation) _____
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 39,168.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 40,734.72
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 40,734.72

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 5.00%] \$ 3,995.14

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) TOTAL OTHER DIRECT COSTS \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Geode Environmental \$ 53,430.00
 Subconsultant 2: _____
 Subconsultant 3: _____
 Subconsultant 4: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ 53,430.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 53,430.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 137,327.86

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

Fountainhead Staffing Plan

12/6/2022

Staff	Unit	2022					2023				Total
		July	August	Sept	Oct	Nov	Dec	Jan-23	23-Feb	23-Mar	
Biologist	8 Hr/Day for Oct. 8hr/month for Nov 22 - Mar. 23				161	98	32	40	40	40	411
Inspector	8 Hr/Day							176	160	184	520
Struc. Rep	1 Hr/Day							22	20	23	65
RE	2 Hr/Week							10	10	10	30

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of July 2020 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Consulting Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: <i>Public Works</i> DATE: <i>July 7, 2020</i>

WITNESS my hand and the seal of said Board this 7th

Day of JULY, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____



County of Inyo



#14

Public Works

CONSENT - ACTION REQUIRED

MEETING: July 7, 2020

FROM:

SUBJECT: North Round Valley Bridge Construction Management Contract

RECOMMENDED ACTION:

Request Board approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead construction will perform the work described in the attached 'Scope of Work' including but not limited to: contractor management, budget and schedule tracking, inspection of work, structural representation, biological monitoring, and source material inspection.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state(2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from moving forward.

OTHER AGENCY INVOLVEMENT:

The State of California Office of Emergency Services is funding this project at a reimbursement rate of 75%.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5717 (Construction Inspection). This project is reimbursable at a rate of 75% by the California Office of Emergency Services (DSR 3602).

ATTACHMENTS:

1. Fountainhead CM Contract - IB Signed

APPROVALS:

Jacob Trauscht	Created/Initiated - 6/29/2020
Darcy Ellis	Approved - 6/30/2020
Marshall Rudolph	Approved - 6/30/2020
Amy Shepherd	Approved - 6/30/2020
Aaron Holmberg	Approved - 6/30/2020
Michael Errante	Final Approval - 6/30/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management

SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Construction Management services of Fountainhead Consulting Corporation (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 Director of Public Works, Michael Errante. 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 7th, 2020 to December 31th, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From _____ through _____
- B. From _____ through _____

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

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

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 Director of Public Works, Michael Errante. 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 Contractor for services and work performed under this Agreement shall not exceed \$ 339,928.37 (initial term) \$ _____ (option 1) and \$ _____ (option 2) for a total of \$ 339,928.37 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed 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, 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.

Consultant 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:

Public Works	Department
_____	Address
P.O. Drawer Q	_____
_____	City and State
Independence, CA	_____

Consultant:

Fountainhead Consulting Corporation	Name
_____	Address
2400 E. Katella, Suite 800	_____
_____	City and State
Anaheim, CA 92806	_____

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 Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 7th DAY OF July, 2020.

COUNTY OF INYO

By: [Signature] Signature
MATT KINGSLEY
Print or Type Name

Dated: 7/14/20

CONSULTANT

By: [Signature] Signature
Ivan Benavidez
Print or Type Name

Dated: 6/30/2020

APPROVED AS TO FORM AND LEGALITY:

[Signature] County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature] County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature] Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature] County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020

TO: December 31, 2021

SCOPE OF WORK:

business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Scope of Work

The scope of work defined below is based on the County's current understanding of the work to be performed. The consultant shall review the design documents and environmental permits to identify any components not explicitly or implicitly included in this SOW.

Phase I – Pre-Construction

- Review RE Files provided by MGE Engineering, make or request any changes necessary
- Review plans for constructability, advise the County and design engineer
- Review contractors proposed schedule, advise the County and design engineer on potential issues
- Pre-Construction/Kick-off meeting – Attend and Participate in a Pre-construction meeting
- Verify all permits are acquired and present at site
 - Review all permit requirements
- Produce Construction oversight Plan
 - Include construction oversight schedule, to be updated weekly in coordination with contractor
 - Identify inspection and material testing requirements, frequencies, personnel required (i.e. material tester, structural inspector, bio monitor), and schedule (to be included in the construction oversight schedule)

Phase II – Construction

- Schedule, lead, and attend weekly (or as needed) construction progress meetings
 - Provide minutes and action items, to be sent to stake-holders
- Review contractor supplied critical path management schedule, update on weekly or as-needed basis

- Process Progress Payments
 - Prepare monthly quantity estimates, check against contractor invoice statements, make recommendations to the County regarding payment
- Negotiate and prepare contract change orders, in conjunction with design engineer if needed
- Provide and coordinate with additional required personnel, including but not limited to:
 - Structural representative
 - Material Tester
 - Biological monitor
- Submittals & RFIs
 - Review submittals and RFIs, including responses from design engineer, and incorporate any changes that effect required inspections/testing
 - Coordinate with design engineer regarding submittal/RFI responses, and potential changes to inspections/testing based on responses
- Provide full-time inspection services
 - Produce daily RE diaries, including but not limited to:
 - Track Contractor days
 - Track Contractor working hours including employee names
 - Subs on site
 - Major equipment on site and status
 - Description of work completed and task completion status (estimated % of total)
 - Weather
 - Catalog of stop-work and causes
 - Any QA/QC work performed including any test/inspection results, pass/fail status of test/inspection, and any comments that are important for explaining observed results
 - Keep record of all as-built changes for inclusion into the final project as-built drawings
 - Track quantities of materials used/installed
 - Ensure and document compliance with all environmental permits
 - Collect, review, and compile contractor labor compliance documents
 - Inspect construction staking to assure compliance to relevant standards
- Provide sub-contractor to perform quality control material testing services, review results for compliance with construction contract specifications.
 - Notify contractor of any failing tests
 - Provide material tester with weekly schedule up-dates and projections of coming testing requirements for following week
 - Verify material tests are performed in compliance with the County QAP
- Provide structural inspection when required
- Provide a on-site biological monitor to fulfill requirements of all environmental permits
- Public Outreach
 - Provide information to County Project manager to be distributed to public via mailings, website, or other media

Phase III – Post-Construction

- Project Closeout Tasks (Following substantial completion of work)
 - Perform site walk and create a punchlist of items to be completed by contractor (or deducted from final payment)
 - Ensure sign-off from outside agencies confirming that restoration has been completed as far as practicable
 - Generate a final quantity estimate, review final contractor payment and provide recommendations regarding payment to the County
- Generate Final Project Report to include:
 - Summary and results of all QA/QC activities (inspections, material test results, etc)
 - Incorporate submittal and RFI logs (provided by design engineer)
 - Summary of monthly progress reports

- Daily Reports
- Catalog of all as-built changes
- Summary/catalog of environmental monitoring compliance

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all responding Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jacob Trauscht
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF FEES:

This contract shall allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 06/26/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng.	Ivan Benavidez	224.00	\$ 81.00	\$ 18,144.00
Structures Representative	Javid Sharifi	616.00	\$ 78.00	\$ 48,048.00
Inspector/Office Engineer	Salvador Valdovinos	880.00	\$ 60.90	\$ 53,592.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 119,784.00
 b) Anticipated Salary Increases (see page 2 for calculation) _____
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 119,784.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 124,575.36
 j) **TOTAL INDIRECT COSTS [(c) + (g) + (i)]** \$ 124,575.36

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j) x fixed fee 5.00%]** \$ 12,217.97

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: ZT Consulting \$ 42,863.04
 Subconsultant 2: Earthspectives \$ 8,436.00
 Subconsultant 3: Jericho Systems \$ 18,500.00
 Subconsultant 4: Sierra Geotechnical Services \$ 13,552.00

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)] \$ 339,928.37

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Ivan Benavidez Jr Title *: Project Manager / Resident Engineer

Signature : Ivan Benavidez Jr. Digitally signed by Ivan Benavidez Jr.
Date: 2020.06.26 16:37:41 -07'00' Date of Certification (mm/dd/yyyy): 06/26/2020

Email: ibenavidez@fountainheadcorp.com Phone Number: 909.512.2815

Address: 2400 E. Katella AVE, Ste 800, Anaheim Ca 92806

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management, Construction Management and Material Quality Assurance Testing Services.

**SGS SCHEDULE OF FEES****SERVICES**

Professional	Code	Rate
Principal Engineer/Geologist	PEG	\$155
Senior Engineer/Geologist	SEG	\$135
Project Engineer/Geologist	PG	\$120
Staff Engineer/Geologist	STEG	\$100
Environmental Geologist	EG	\$135
Senior Registered Hydrogeologist	SRH	\$205
Groundwater Geologist	SGG	\$135
Expert Witness/Deposition (4-hr min)	EW	\$255

Field Technical	Code	Rate
Certified Welding Inspector	CWI	\$125
Structural Welding Inspector	SWI	\$115
Certified Concrete/Masonry Inspector	CCI	\$115
Structural Bolting Inspector	SBI	\$115
Structural Steel Inspector	SSI	\$115
Reinforcing Steel Inspector	RSI	\$105
Epoxy/Grout Dowel Inspector	EDI	\$105
Field Engineer/Geologist	FEG	\$100
Field Groundwater Geologist	FGG	\$110
Senior Field Technician	SFT	\$90
Field Technician	FT	\$85
Source Inspector	SI	\$90
Ultrasonic Weld Testing	UST	\$155
Magnetic Particle Testing	MPT	\$155

Field Technical (Prevailing Wage)	Code	Rate
Certified Welding Inspector	CWIP	\$165
Structural Welding Inspector	SWIP	\$155
Certified Concrete/Masonry Inspector	CCIP	\$155
Structural Bolting Inspector	SBIP	\$155
Structural Steel Inspector	SSIP	\$155
Reinforcing Steel Inspector	RSIP	\$140
Epoxy/Grout Dowel Inspector	EDIP	\$140
Field Engineer/Geologist	FEGP	\$140
Field Groundwater Geologist	FGGP	\$145
Senior Field Technician	SFTP	\$120
Field Technician	FTP	\$115
Source Inspector	SIP	\$120
Ultrasonic Weld Testing	USTP	\$205
Magnetic Particle Testing	MPTP	\$205



SGS SCHEDULE OF FEES

<u>Office and Laboratory Technical</u>	Code	Rate
Project Coordination	PC	\$85
Laboratory Technician	LT	\$90
Office Supplies/Clerical	OS	\$65
Outside Services		115%
Job Supplies/Reproduction/Postage		115%

<u>Equipment Rental</u>	Code	Rate
Rebar Locator	RL	115%
Ultrasonic Weld Tester	UWT	115%
Magnetic Weld tester	MWT	115%
Diamond Coring Rig	DCR	\$80
Torque Wrench/Skidmore	TWS	\$80
Water Quality Probe	WQP	\$50
Water Level Sounder	WLS	\$25

<u>Vehicle, Travel, and Per Diem</u>	Code	Rate
Mileage	MI	\$.70/mi
Travel Time (200-mile max)	TT	\$85
Room and Board	RB	115%
Meals	M	\$40

LABORATORY TESTING

<u>Soils and Aggregates</u>	Code	Test Method	Rate
Proctor (Standard Effort-4")	SDC4	ASTM D698	\$225
Proctor (Modified Effort-4")	MDC4	ASTM D1557	\$230
Proctor (Modified Effort-6")	MDC6	ASTM D1557	\$250
Proctor (Rock Correction)	RC	ASTM D4718	\$160
Proctor (Check Point)	CKPT	ASTM D1557	\$55
Wet Density (Caltrans Tube)	CCT	CT 216	\$225
Durability Index	DI	ASTM D3744/CT 229	\$225
Hydrometer	HY	ASTM D422	\$215
Plasticity Index	PI	CT 204	\$305
Liquid Limit	LL	ASTM D4318	\$165
Plastic Limit	PL	ASTM D4318	\$165
R-Value (CA/NV Untreated)	RV	ASTM D2844/CT 301	115%
Sand Equivalent	SE	ASTM D2419/CT 217	\$115
Sieve Analysis	SA	ASTM C136/CT 202	\$115
Sieve Analysis with 200 Wash	SAW	ASTM C117	\$145
Specific Gravity (Coarse)	SGC	ASTM C127/CT 206	\$135
Specific Gravity (Fine)	SGF	ASTM C128/CT 207	\$135

**SGS SCHEDULE OF FEES**

Cleanness Value	CV	CT 227	\$105
Fractured/Crushed Particles	FP	ASTM D5821/CT 205	\$155
Unit Weight	UWA	CT 212	\$105

<u>Shear and Consolidation</u>	Code	Test Method	Rate
Direct Shear (Undisturbed, 3-Point)	UST	ASTM D3080	\$215
Direct Shear (Remolded, 3-Point)	RST	ASTM D3080	\$235
Consolidation (8-Point)	CON	ASTM D2435	\$355
Additional Points			\$55

<u>Concrete</u>	Code	Test Method	Rate
Compressive Test Cylinder	CCT	ASTM C39	\$43
Compressive Test Grout Sample	CTGS	ASTM C39	\$43
Compressive Test Grout Prism	CTGP	ASTM C39	\$65
Compressive Test Mortar Cylinder	CTMC	ASTM C39	\$43
Compressive Test Shotcrete Core	CTSC	ASTM C39	\$43
Oven Dry Density	ODD	ASTM C567	\$125
Equilibrium Density	EDD	ASTM C567	Request

<u>Asphalt and Pavement</u>	Code	Test Method	Rate
Asphalt Extraction by Ignition	IGN	CT 382	\$250
Aggregate Gradation of Extracted Sample	GES	CT 202	\$115
Moisture Content of Asphalt	MCA	CT 370	\$105
Specific Gravity of Asphalt Core	SGAC	CT 308	\$60
Theoretical Max Specific Gravity/Density	RICE	CT 309	\$165
Stabilometer Test	HVEEM	CT 366	115%



47 1st Street, Suite 1
 Redlands, CA 92373-4601
 (909) 915-5900

Rate Sheet

Personnel Category Rates : Charges will be made at the Category rates set forth for the time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time to and from the job site, etc.

Position Title	Assigned hourly rate for the duration of the contract
Principal In Charge	\$157.00
Senior Regulatory Specialist	\$157.00
Program Manager	\$157.00
Senior Ecologist	\$140.00
CEQA/NEPA Specialist	\$140.00
Environmental Project Manager	\$140.00
Environmental Site Manager	\$140.00
Public Outreach Specialist	\$140.00
Senior Biologist	\$140.00
FAA Licensed UAV Pilot	\$135.00
Biologist	\$128.00
Field Biologist	\$110.00
CADD/GIS Specialist	\$110.00
Project Analyst	\$105.00
General Construction Monitor	\$105.00
Administrative	\$ 65.00

Expenses Billed At Cost:

Travel (non-automobile)
 Lodging
 Auto and Truck Rentals
 Specialty Equipment and Rentals
 Delivery Services
 Printing (Blueprints, Photo Services, Color Copies
 Specialty Supplies)

Other Direct Cost:

Auto Mileage (at current IRS rate)
 Agency Permit Fees (At Cost)
 Subconsultants – Cost Plus 3%



19 Shama Circle
Crowley Lake, CA 93546

**Prevailing Wage
Pricelist 2020**

Categories	Hourly Rate
Survey crew (Prevailing Wage)	\$260
Calculation time	\$100
Project Coordination	\$100
Boundary Map Research	\$100
Drafting	\$100



ZTC Hourly Rate 2020

Type of Service	Title	Qualification	Hourly Rate
Project Management	PM	PE	\$210
Engineering Service	Senior Quality Engineer	PE / CQA	\$184.80
	Quality Engineer	PE	\$115.50
	Assistant Engineer	EIT	\$80.85
QA Source Inspection Services	QA Inspector	CWI, PCI II/III, ASNT NDT UT/MT	\$109.15 ^{1,2}
QA Field Inspection Services (Prevailing)	QA Inspector	CWI, PCI II./III, ASNT NDT UT/MT	Per DIR requirements

¹ Minimum four hours charge for inspection services

² Overtime rate applies after 8 hours on the job on the weekdays and any hours worked on Saturday, Sunday, and Holidays.

Other Direct Cost***

Item	Quantity	Approx. Unit Cost	Total Amount
Millage	TBD (Federal Rate)	\$ 0.575 / mile	TBD
Travel in-State	TBD (Caltrans Policy)	Approx. \$600 / Trip	TBD
Travel Out-of-State	TBD (Caltrans Policy)	Approx. \$1,200 / Trip	TBD
Bearing Pad / Elastomer Testing	TBD (ZTC Sub ***)	\$1,500 / Unit	TBD
Epoxy Coating Testing	TBD (ZTC Sub ***)	\$150 / Per Sample	TBD
Strand Testing	TBD (ZTC Sub ***)	\$180/ Per Test	TBD
Anchor Bolt Testing	TBD (ZTC Sub ***)	\$350 / Per Set	TBD
Hoop Testing / Couplers (<#11)	TBD (ZTC Sub ***)	\$160 / Per Sample	TBD
High Strength Bolts	TBD (ZTC Sub ***)	\$155 / per bolt set	TBD
Prestressing Components	TBD (ZTC Sub ***)	\$125 / per sample	TBD

*** This approximate cost. All the sub invoices are pass through. ZTC does not markup the subs invoices.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020

TO: December 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

Professional Liability (Errors and Omissions): appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher

Attachment D: Insurance Requirements for Professional Services

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Attachment D: Insurance Requirements for Professional Services

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 5th day of October 2021 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Consulting Contract
Amendment 1*

Moved by Supervisor Kingsley and seconded by Supervisor Roeser to approve Amendment No.1 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, replacing environmental subconsultant Jericho Systems of Redlands, CA with Geode Environmental of Bishop, CA, replacing Sierra Geotechnical Services of Bishop, CA with Eastern Sierra Engineering of Bishop, CA, and increasing the contract amount with Fountainhead Consulting Corporation by \$121,829.20 to cover a broader scope of environmental inspections as required by California Department of Fish & Wildlife; and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 5th
Day of October, 2021

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: October 13, 2021



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



#18

Public Works

CONSENT - ACTION REQUIRED

MEETING: October 5, 2021

FROM: Greg Waters

SUBJECT: Amendment #1 to the consultant agreement with Fountainhead Consulting Corporation

RECOMMENDED ACTION:

Request Board approve Amendment No.1 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, replacing environmental subconsultant Jericho Systems of Redlands, CA with Geode Environmental of Bishop, CA, replacing Sierra Geotechnical Services of Bishop, CA with Eastern Sierra Engineering of Bishop, CA, and increasing the contract amount with Fountainhead Consulting Corporation by \$121,829.20 to cover a broader scope of environmental inspections as required by California Department of Fish & Wildlife; and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, two subconsultants will need to be replaced by two others. Additionally, California Department of Fish and Wildlife has requested an increase in the environmental monitoring from weekly to daily, resulting in an increase in the fees required.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from being completed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding will be sourced from California Office of Emergency Services (75%) and Road Maintenance and Repair Account (25%). The cost of the amendment will be paid through the Road budget (034600), North Round Valley Bridge Project (5717).

ATTACHMENTS:

1. Fountainhead Amendment No. 1
2. Fountainhead Consulting Contract (Fully Executed)

APPROVALS:

Greg Waters	Created/Initiated - 8/17/2021
Darcy Ellis	Approved - 8/18/2021
Darcy Ellis	Approved - 8/18/2021
Greg Waters	Approved - 9/30/2021
Breanne Nelums	Approved - 9/30/2021
John Pinckney	Approved - 9/30/2021
John Vallejo	Approved - 9/30/2021
Amy Shepherd	Final Approval - 9/30/2021

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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 Consultant do desire and consent to amend such Agreement as set forth below.

1. Exhibit 10-H1 Cost Proposal to the Contract is amended for the Consultant, Fountainhead Consulting Corporation, removing Sub-Consultants Jericho Systems and Sierra Geotechnical Services and replacing them with Geode Environmental and Eastern Sierra Engineering, respectively. The total contract value is hereby increased by \$121,829.20. The effective date of this amendment to the Agreement is July 1st, 2021. .
All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
19th DAY OF October, 2021.

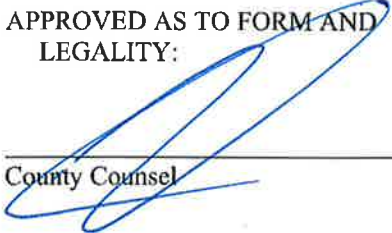
COUNTY OF INYO

By: 
Dated: 10-19-2021

CONSULTANT

By: 
Dated: 10/14/2021

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

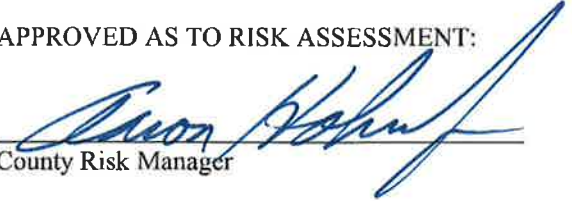
APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

September 06, 2021

Greg Waters
Associate Civil Engineer
Inyo County Public Works
P.O. Drawer Q
Independence, CA 93526

RE: TRANSMITTAL LETTER | SUBCONSULTANT SUBSTITUTION AND COST PROPOSAL | CONTRACT NO. 156

Dear Mr. Waters,

Fountainhead Consulting Corporation (Fountainhead) is submitting this request to A) substitute two subconsultants originally proposed on the contract and to B) request an increase to the contract to provide daily biological monitoring due to permit requirements.

- A) Fountainhead originally proposed Jericho Systems to perform biological monitoring services per the RFP requirements, unfortunately Jericho Systems closed (Attachment A) their offices after the contract award. Therefore, Fountainhead is having to replace Jericho Systems with another biological monitoring service provide. In addition to substituting Jericho Systems with Geode Environmental we also have a second subconsultant Sierra Geotechnical has developed a conflict of interest due to entering a contract with Spiess (Contractor) to perform Quality Control and Assurance Testing. Therefore, we are also requesting to substitute Sierra Geotechnical with Eastern Sierra Engineering to perform Independent Assurance testing as the subconsultant owner's representative with Fountainhead
- B) During the RFP process the final permits for the project were not issued therefore Fountainhead negotiated with the County to provide biological monitoring on a weekly basis for work within the creek. After Fountainheads contract was negotiated the final permits were obtained. The final permits required daily biological monitoring while working in the creek and thereby initiated a cost increase to provide the level of service required in the permit. Fountainhead reviewed several options for a biological monitoring consultant with reasonable rates and negotiated with Geode Environmental to perform the scope of work (Attachment B). Our proposed contract value increase of \$121,829.60 is a Not-to-Exceed value and the hours applied will only be as required by California Department of Fish & Wildlife. In doing so we will have the ability to modulate the application of resources to suit the conditions in the field

If you have any questions, or require additional information, please contact Ivan Benavidez at 909.512.2815 or email at ibenavidez@fountainheadcorp.com.

Respectfully submitted,



Rosalie Acosta, Corporate Secretary

ATTACHMENT A



PO Box 7061
Redlands, CA 92373
(909) 915-5900

April 12, 2021

Dear Valued Client:

Since 2012, Jericho Systems, Inc. (Jericho) has been honored to serve you on your various projects.

However, it is with heavy heart that I am informing you of the closure of Jericho, effective June 30, 2021 due to some health issues I have been struggling with for the past few years.

In keeping with my commitment to provide excellent service to our clients, I would like to recommend the following firms which have been assisting me on many projects behind the scenes for the past few years. These firms are extremely qualified with biology/ecological assessments for multiple jurisdictions, jurisdictional waters permitting, endangered species compliance, CEQA/NEPA compliance, and whom I know will provide excellent service to you:

ELMT Consulting, Inc

Attn: Travis McGill
2201 N. Grand Avenue #10098. Santa Ana, CA 92711-0098
Travismcgill@elmtconsulting.com
(909) 816-1646

Compass Consulting Enterprises, Inc

Attn: Julie Gilbert
PO Box 2627, Avalon, CA 90704
Julie@compass-consultinginc.com
(909) 496-5960
(WBE Certified, DBE Certification in process)

In the interim, effective immediately, Jericho's Craig Lawrey will be handling all operational aspects and will be your primary contact. You may reach Craig at craig@jericho-systems.com or at (909) 744-0487. Julie Gilbert, who you may know has worked for Jericho since 2016, will be assisting Craig with contract management and final billing. For Jericho contract and billing questions, Julie can be reached at juliegill@outlook.com or at (909) 496-5960.

Again, it has been my honor serving you, and I wish you all the best with your future endeavors.

Sincerely,

Shay Lawrey
President, Jericho Systems, Inc.

Craig Lawrey
Secretary/Operations Manager, Jericho Systems, Inc

Fountainhead Proposed Changes to Original Agreement

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation for Geode Environmental

Project No. 48C0044 Contract No. 156 Date 09/06/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Biologist.	Geode Environmental	1,240.00	\$ 130.00	\$ 161,200.00
Inspector (Credit)	S. Valdovinos_20 days Temp. Work	-160.00	\$ 130.44	(\$ 20,870.40)
				\$ 0.00
				\$ 0.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 140,329.60
- b) Anticipated Salary Increases (see page 2 for calculation) _____
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 140,329.60

INDIRECT COSTS

- d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
- f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
- h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00
- j) **TOTAL INDIRECT COSTS [(c) + (g) + (i)]** \$ 0.00

FIXED FEE

- k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 0.00%]** \$ 0.00

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: <u>ZT Consulting</u>	\$ 0.00
Subconsultant 2: <u>Earthspectives</u>	\$ 0.00
Subconsultant 3: <u>Jericho Systems Substitute Geode Environmental</u>	(\$ 18,500.00)
Subconsultant 4: <u>Sierra Geotechnical Substitute Eastern Sierra</u>	\$ 0.00

m) **TOTAL SUBCONSULTANTS' COSTS** (\$ 18,500.00)

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** (\$ 18,500.00)

TOTAL COST [(c) + (j) + (k) + (n)] \$ 121,829.60

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 06/26/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng.	Ivan Benavidez	224.00	\$ 81.00	\$ 18,144.00
Structures Representative	Javid Sharifi	616.00	\$ 78.00	\$ 48,048.00
Inspector/Office Engineer	Salvador Valdovinos	880.00	\$ 60.90	\$ 53,592.00
				\$ 0.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 119,784.00 ✓
- b) Anticipated Salary Increases (see page 2 for calculation) _____
- c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 119,784.00

INDIRECT COSTS

- d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
- f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
- h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 124,575.36
- j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 124,575.36

FIXED FEE

- k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 5.00%] \$ 12,217.97

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

\$256,577.33

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
l) TOTAL OTHER DIRECT COSTS				<u>\$ 0.00</u>

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: <u>ZT Consulting</u>	<u>\$ 42,863.04</u>
Subconsultant 2: <u>Earthspectives</u>	<u>\$ 8,436.00</u>
Subconsultant 3: <u>Jericho Systems</u>	<u>\$ 18,500.00</u>
Subconsultant 4: <u>Sierra Geotechnical Services</u>	<u>\$ 13,552.00</u>
m) TOTAL SUBCONSULTANTS' COSTS	<u>\$ 83,351.04</u>

- n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)] \$ 339,928.37

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

North Round Valley Bridge Project
Resident Engineer Proposed Schedule of Values
Amendment #1
As of 9/29/2021 10:40 AM

Consultant	Original \$	Amendment #1 (Subject to Approval)	Adjusted Total	Invoice #1 1-1-21 thru 6-30-21	Invoice #2 7-1-21 thru 7-31-21	Total To Date	Remaining
FountainHead Prime	\$339,928.37			\$28,453.60	\$17,327.54		
Breakdown:							
Fountainhead In House	\$256,577.33	(\$20,870.40)	\$235,706.93	\$15,339.69	\$16,048.90	\$31,388.59	\$204,318.34
ZT Consulting	\$42,863.04	\$0.00	\$42,863.04	\$13,113.91	\$1,278.64	\$14,392.55	\$28,470.49
Earthspectives	\$8,436.00	\$0.00	\$8,436.00	\$0.00	\$0.00	\$0.00	\$8,436.00
Jericho Systems	\$18,500.00	(\$18,500.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Geode Environmental	\$0.00	\$161,200.00	\$161,200.00	\$0.00	\$0.00	\$0.00	\$161,200.00
Sierra Geotechnical Services	\$13,552.00	(\$13,552.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Eastern Sierra Engineering	\$0.00	\$13,552.00	\$13,552.00	\$0.00	\$0.00	\$0.00	\$13,552.00
Total:	\$339,928.37	\$121,829.60	\$461,757.97	\$28,453.60	\$17,327.54	\$45,781.14	\$415,976.83
Delta	\$121,829.60						

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of July 2020 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Consulting Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: <i>Public Works</i> DATE: <i>July 7, 2020</i>

WITNESS my hand and the seal of said Board this 7th
Day of JULY, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: July 7, 2020

FROM:

SUBJECT: North Round Valley Bridge Construction Management Contract

RECOMMENDED ACTION:

Request Board approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead construction will perform the work described in the attached 'Scope of Work' including but not limited to: contractor management, budget and schedule tracking, inspection of work, structural representation, biological monitoring, and source material inspection.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state(2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from moving forward.

OTHER AGENCY INVOLVEMENT:

The State of California Office of Emergency Services is funding this project at a reimbursement rate of 75%.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5717 (Construction Inspection). This project is reimbursable at a rate of 75% by the California Office of Emergency Services (DSR 3602).

ATTACHMENTS:

1. Fountainhead CM Contract - IB Signed

APPROVALS:

Jacob Trauscht
Darcy Ellis
Marshall Rudolph
Amy Shepherd
Aaron Holmberg
Michael Errante

Created/Initiated - 6/29/2020
Approved - 6/30/2020
Approved - 6/30/2020
Approved - 6/30/2020
Approved - 6/30/2020
Final Approval - 6/30/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management

SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Construction Management services of Fountainhead Consulting Corporation (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 Director of Public Works, Michael Errante. 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 7th, 2020 to December 31th, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From _____ through _____
- B. From _____ through _____

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

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

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 Director of Public Works, Michael Errante. 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 Contractor for services and work performed under this Agreement shall not exceed \$ 339,928.37 (initial term) \$ _____ (option 1) and \$ _____ (option 2) for a total of \$ 339,928.37 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed 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, 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.

Consultant 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:

Public Works	Department
P.O. Drawer Q	Address
Independence, CA	City and State

Consultant:

Fountainhead Consulting Corporation	Name
2400 E. Katella, Suite 800	Address
Anaheim, CA 92808	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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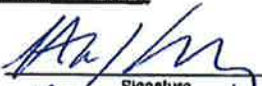
AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
7th DAY OF July, 2020.

COUNTY OF INYO

By: 
Signature
MATT KINGSLEY
Print or Type Name

Dated: 7/14/20

CONSULTANT

By: 
Signature
Ivan Benavidez
Print or Type Name

Dated: 6/30/2020

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

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCOPE OF WORK:

business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.

- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Scope of Work

The scope of work defined below is based on the County's current understanding of the work to be performed. The consultant shall review the design documents and environmental permits to identify any components not explicitly or implicitly included in this SOW.

Phase I – Pre-Construction

- Review RE Files provided by MGE Engineering, make or request any changes necessary
- Review plans for constructability, advise the County and design engineer
- Review contractors proposed schedule, advise the County and design engineer on potential issues
- Pre-Construction/Kick-off meeting – Attend and Participate in a Pre-construction meeting
- Verify all permits are acquired and present at site
 - Review all permit requirements
- Produce Construction oversight Plan
 - Include construction oversight schedule, to be updated weekly in coordination with contractor
 - Identify inspection and material testing requirements, frequencies, personnel required (i.e. material tester, structural inspector, bio monitor), and schedule (to be included in the construction oversight schedule)

Phase II – Construction

- Schedule, lead, and attend weekly (or as needed) construction progress meetings
 - Provide minutes and action items, to be sent to stake-holders
- Review contractor supplied critical path management schedule, update on weekly or as-needed basis

- Process Progress Payments
 - Prepare monthly quantity estimates, check against contractor invoice statements, make recommendations to the County regarding payment
- Negotiate and prepare contract change orders, in conjunction with design engineer if needed
- Provide and coordinate with additional required personnel, including but not limited to:
 - Structural representative
 - Material Tester
 - Biological monitor
- Submittals & RFIs
 - Review submittals and RFIs, including responses from design engineer, and incorporate any changes that effect required inspections/testing
 - Coordinate with design engineer regarding submittal/RFI responses, and potential changes to inspections/testing based on responses
- Provide full-time inspection services
 - Produce daily RE diaries, including but not limited to:
 - Track Contractor days
 - Track Contractor working hours including employee names
 - Subs on site
 - Major equipment on site and status
 - Description of work completed and task completion status (estimated % of total)
 - Weather
 - Catalog of stop-work and causes
 - Any QA/QC work performed including any test/inspection results, pass/fail status of test/inspection, and any comments that are important for explaining observed results
 - Keep record of all as-built changes for inclusion into the final project as-built drawings
 - Track quantities of materials used/installed
 - Ensure and document compliance with all environmental permits
 - Collect, review, and compile contractor labor compliance documents
 - Inspect construction staking to assure compliance to relevant standards
- Provide sub-contractor to perform quality control material testing services, review results for compliance with construction contract specifications.
 - Notify contractor of any failing tests
 - Provide material tester with weekly schedule up-dates and projections of coming testing requirements for following week
 - Verify material tests are performed in compliance with the County QAP
- Provide structural inspection when required
- Provide a on-site biological monitor to fulfill requirements of all environmental permits
- Public Outreach
 - Provide information to County Project manager to be distributed to public via mailings, website, or other media

Phase III – Post-Construction

- Project Closeout Tasks (Following substantial completion of work)
 - Perform site walk and create a punchlist of items to be completed by contractor (or deducted from final payment)
 - Ensure sign-off from outside agencies confirming that restoration has been completed as far as practicable
 - Generate a final quantity estimate, review final contractor payment and provide recommendations regarding payment to the County
- Generate Final Project Report to include:
 - Summary and results of all QA/QC activities (inspections, material test results, etc)
 - Incorporate submittal and RFI logs (provided by design engineer)
 - Summary of monthly progress reports

- Daily Reports
- Catalog of all as-built changes
- Summary/catalog of environmental monitoring compliance

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all responding Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jacob Trauscht
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management **SERVICES****

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF FEES:

This contract shall allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 06/26/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng.	Ivan Benavidez	224.00	\$ 81.00	\$ 18,144.00
Structures Representative	Javid Sharifi	616.00	\$ 78.00	\$ 48,048.00
Inspector/Office Engineer	Salvador Valdovinos	880.00	\$ 60.90	\$ 53,592.00
				\$ 0.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 119,784.00
- b) Anticipated Salary Increases (see page 2 for calculation) _____
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 119,784.00

INDIRECT COSTS

- d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
- f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
- h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 124,575.36
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 124,575.36

FIXED FEE

- k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 5.00%]** \$ 12,217.97

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: <u>ZT Consulting</u>	<u>\$ 42,863.04</u>
Subconsultant 2: <u>Earthspectives</u>	<u>\$ 8,436.00</u>
Subconsultant 3: <u>Jericho Systems</u>	<u>\$ 18,500.00</u>
Subconsultant 4: <u>Sierra Geotechnical Services</u>	<u>\$ 13,552.00</u>

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)] \$ 339,928.37

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs Including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Ivan Benavidez Jr Title *: Project Manager / Resident Engineer

Signature : Ivan Benavidez Jr. Digitally signed by Ivan Benavidez Jr. Date: 2020.06.26 16:37:41 -0700 Date of Certification (mm/dd/yyyy): 06/26/2020

Email: ibenavidez@fountainheadcorp.com Phone Number: 909.512.2815

Address: 2400 E. Katella AVE, Ste 800, Anaheim Ca 92806

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management, Construction Management and Material Quality Assurance Testing Services.

**SGS SCHEDULE OF FEES****SERVICES**

<u>Professional</u>	<u>Code</u>	<u>Rate</u>
Principal Engineer/Geologist	PEG	\$155
Senior Engineer/Geologist	SEG	\$135
Project Engineer/Geologist	PG	\$120
Staff Engineer/Geologist	STEG	\$100
Environmental Geologist	EG	\$135
Senior Registered Hydrogeologist	SRH	\$205
Groundwater Geologist	SGG	\$135
Expert Witness/Deposition (4-hr min)	EW	\$255

<u>Field Technical</u>	<u>Code</u>	<u>Rate</u>
Certified Welding Inspector	CWI	\$125
Structural Welding Inspector	SWI	\$115
Certified Concrete/Masonry Inspector	CCI	\$115
Structural Bolting Inspector	SBI	\$115
Structural Steel Inspector	SSI	\$115
Reinforcing Steel Inspector	RSI	\$105
Epoxy/Grout Dowel Inspector	EDI	\$105
Field Engineer/Geologist	FEG	\$100
Field Groundwater Geologist	FGG	\$110
Senior Field Technician	SFT	\$90
Field Technician	FT	\$85
Source Inspector	SI	\$90
Ultrasonic Weld Testing	UST	\$155
Magnetic Particle Testing	MPT	\$155

<u>Field Technical (Prevailing Wage)</u>	<u>Code</u>	<u>Rate</u>
Certified Welding Inspector	CWIP	\$165
Structural Welding Inspector	SWIP	\$155
Certified Concrete/Masonry Inspector	CCIP	\$155
Structural Bolting Inspector	SBIP	\$155
Structural Steel Inspector	SSIP	\$155
Reinforcing Steel Inspector	RSIP	\$140
Epoxy/Grout Dowel Inspector	EDIP	\$140
Field Engineer/Geologist	FEGP	\$140
Field Groundwater Geologist	FGGP	\$145
Senior Field Technician	SFTP	\$120
Field Technician	FTP	\$115
Source Inspector	SIP	\$120
Ultrasonic Weld Testing	USTP	\$205
Magnetic Particle Testing	MPTP	\$205

**SGS SCHEDULE OF FEES**

<u>Office and Laboratory Technical</u>	Code	Rate
Project Coordination	PC	\$85
Laboratory Technician	LT	\$90
Office Supplies/Clerical	OS	\$65
Outside Services		115%
Job Supplies/Reproduction/Postage		115%

<u>Equipment Rental</u>	Code	Rate
Rebar Locator	RL	115%
Ultrasonic Weld Tester	UWT	115%
Magnetic Weld tester	MWT	115%
Diamond Coring Rig	DCR	\$80
Torque Wrench/Skidmore	TWS	\$80
Water Quality Probe	WQP	\$50
Water Level Sounder	WLS	\$25

<u>Vehicle, Travel, and Per Diem</u>	Code	Rate
Mileage	MI	\$.70/mi
Travel Time (200-mile max)	TT	\$85
Room and Board	RB	115%
Meals	M	\$40

LABORATORY TESTING

<u>Soils and Aggregates</u>	Code	Test Method	Rate
Proctor (Standard Effort-4")	SDC4	ASTM D698	\$225
Proctor (Modified Effort-4")	MDC4	ASTM D1557	\$230
Proctor (Modified Effort-6")	MDC6	ASTM D1557	\$250
Proctor (Rock Correction)	RC	ASTM D4718	\$160
Proctor (Check Point)	CKPT	ASTM D1557	\$55
Wet Density (Caltrans Tube)	CCT	CT 216	\$225
Durability Index	DI	ASTM D3744/CT 229	\$225
Hydrometer	HY	ASTM D422	\$215
Plasticity Index	PI	CT 204	\$305
Liquid Limit	LL	ASTM D4318	\$165
Plastic Limit	PL	ASTM D4318	\$165
R-Value (CA/NV Untreated)	RV	ASTM D2844/CT 301	115%
Sand Equivalent	SE	ASTM D2419/CT 217	\$115
Sieve Analysis	SA	ASTM C136/CT 202	\$115
Sieve Analysis with 200 Wash	SAW	ASTM C117	\$145
Specific Gravity (Coarse)	SGC	ASTM C127/CT 206	\$135
Specific Gravity (Fine)	SGF	ASTM C128/CT 207	\$135

**SGS SCHEDULE OF FEES**

Cleanness Value	CV	CT 227	\$105
Fractured/Crushed Particles	FP	ASTM D5821/CT 205	\$155
Unit Weight	UWA	CT 212	\$105
<u>Shear and Consolidation</u>	Code	Test Method	Rate
Direct Shear (Undisturbed, 3-Point)	UST	ASTM D3080	\$215
Direct Shear (Remolded, 3-Point)	RST	ASTM D3080	\$235
Consolidation (8-Point)	CON	ASTM D2435	\$355
Additional Points			\$55
<u>Concrete</u>	Code	Test Method	Rate
Compressive Test Cylinder	CCT	ASTM C39	\$43
Compressive Test Grout Sample	CTGS	ASTM C39	\$43
Compressive Test Grout Prism	CTGP	ASTM C39	\$65
Compressive Test Mortar Cylinder	CTMC	ASTM C39	\$43
Compressive Test Shotcrete Core	CTSC	ASTM C39	\$43
Oven Dry Density	ODD	ASTM C567	\$125
Equilibrium Density	EDD	ASTM C567	Request
<u>Asphalt and Pavement</u>	Code	Test Method	Rate
Asphalt Extraction by Ignition	IGN	CT 382	\$250
Aggregate Gradation of Extracted Sample	GES	CT 202	\$115
Moisture Content of Asphalt	MCA	CT 370	\$105
Specific Gravity of Asphalt Core	SGAC	CT 308	\$60
Theoretical Max Specific Gravity/Density	RICE	CT 309	\$165
Stabilometer Test	HVEEM	CT 366	115%



47 1st Street, Suite 1
 Redlands, CA 92373-4801
 (909) 915-5900

Rate Sheet

Personnel Category Rates : Charges will be made at the Category rates set forth for the time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time to and from the job site, etc.

Position Title	Assigned hourly rate for the duration of the contract
Principal In Charge	\$157.00
Senior Regulatory Specialist	\$157.00
Program Manager	\$157.00
Senior Ecologist	\$140.00
CEQA/NEPA Specialist	\$140.00
Environmental Project Manager	\$140.00
Environmental Site Manager	\$140.00
Public Outreach Specialist	\$140.00
Senior Biologist	\$140.00
FAA Licensed UAV Pilot	\$135.00
Biologist	\$128.00
Field Biologist	\$110.00
CADD/GIS Specialist	\$110.00
Project Analyst	\$105.00
General Construction Monitor	\$105.00
Administrative	\$ 65.00

Expenses Billed At Cost:

Travel (non-automobile)
 Lodging
 Auto and Truck Rentals
 Specialty Equipment and Rentals
 Delivery Services
 Printing (Blueprints, Photo Services, Color Copies
 Specialty Supplies)

Other Direct Cost:

Auto Mileage (at current IRS rate)
 Agency Permit Fees (At Cost)
 Subconsultants – Cost Plus 3%



19 Shanna Circle
Crowley Lake, CA 95546

**Prevailing Wage
Pricelist 2020**

Categories	Hourly Rate
Survey crew (Prevailing Wage)	\$260
Calculation time	\$100
Project Coordination	\$100
Boundary Map Research	\$100
Drafting	\$100



ZTC Hourly Rate 2020

Type of Service	Title	Qualification	Hourly Rate
Project Management	PM	PE	\$210
Engineering Service	Senior Quality Engineer	PE / CQA	\$184.80
	Quality Engineer	PE	\$115.50
	Assistant Engineer	EIT	\$80.85
QA Source Inspection Services	QA Inspector	CWI, PCI II/III, ASNT NDT UT/MT	\$109.15 ^{1,2}
QA Field Inspection Services (Prevailing)	QA Inspector	CWI, PCI II./III, ASNT NDT UT/MT	Per DIR requirements

¹ Minimum four hours charge for inspection services

² Overtime rate applies after 8 hours on the job on the weekdays and any hours worked on Saturday, Sunday, and Holidays.

Other Direct Cost***

Item	Quantity	Approx. Unit Cost	Total Amount
Millage	TBD (Federal Rate)	\$ 0.575 / mile	TBD
Travel in-State	TBD (Caltrans Policy)	Approx. \$600 / Trip	TBD
Travel Out-of-State	TBD (Caltrans Policy)	Approx. \$1,200 / Trip	TBD
Bearing Pad / Elastomer Testing	TBD (ZTC Sub ***)	\$1,500 / Unit	TBD
Epoxy Coating Testing	TBD (ZTC Sub ***)	\$150 / Per Sample	TBD
Strand Testing	TBD (ZTC Sub ***)	\$180/ Per Test	TBD
Anchor Bolt Testing	TBD (ZTC Sub ***)	\$350 / Per Set	TBD
Hoop Testing / Couplers (<#11)	TBD (ZTC Sub ***)	\$160 / Per Sample	TBD
High Strength Bolts	TBD (ZTC Sub ***)	\$155 / per bolt set	TBD
Prestressing Components	TBD (ZTC Sub ***)	\$125 / per sample	TBD

*** This approximate cost. All the sub invoices are pass through. ZTC does not markup the subs invoices.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES**

TERM:

FROM: July 7th, 2020 TO: December 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

Professional Liability (Errors and Omissions): appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher

Attachment D: Insurance Requirements for Professional Services

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Attachment D: Insurance Requirements for Professional Services

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21st day of December 2021 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Contract
Amendment 2*

Moved by Supervisor Roeser and seconded by Supervisor Pucci to approve Amendment No. 2 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, extending the end date of the contract from December 31, 2021 to December 31, 2022 and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

WITNESS my hand and the seal of said Board this 21st
Day of December, 2021

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: January 5, 2022



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: December 21, 2021

FROM: Greg Waters

SUBJECT: Amendment #2 to the consultant agreement with Fountainhead Consulting Corporation

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, extending the end date of the contract from December 31, 2021 to December 31, 2022 and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, the project duration has increased, requiring a change in the contract effective dates. This does not come with a cost increase.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the extension to the contract, however this would prevent the consultant from being paid after December 31, 2021 and the project from being completed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is no cost increase as a part of this Amendment #2, just a change to the contract end date.

ATTACHMENTS:

1. Fountainhead Amendment 2
2. Fountainhead Consulting Contract (Fully Executed)

APPROVALS:

Greg Waters	Created/Initiated - 12/6/2021
Darcy Ellis	Approved - 12/7/2021
Michael Errante	Approved - 12/7/2021
Breanne Nelums	Approved - 12/7/2021
John Pinckney	Approved - 12/7/2021
John Vallejo	Approved - 12/7/2021
Amy Shepherd	Final Approval - 12/7/2021

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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 Consultant do desire and consent to amend such Agreement as set forth below.

The consultant agreement will be extended from the current end date of December 31st, 2021 to the future date of December 31st, 2022

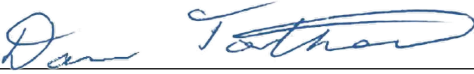
The effective date of this amendment to the Agreement is December 21st, 2021.

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

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
23rd DAY OF May, 2021.

COUNTY OF INYO

By: 


Dated: 05/23/2022

CONSULTANT

By: 

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:


County Counsel


APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of July 2020 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Consulting Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: <i>Public Works</i> DATE: <i>July 7, 2020</i>

WITNESS my hand and the seal of said Board this 7th

Day of JULY, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____



County of Inyo



#14

Public Works

CONSENT - ACTION REQUIRED

MEETING: July 7, 2020

FROM:

SUBJECT: North Round Valley Bridge Construction Management Contract

RECOMMENDED ACTION:

Request Board approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead construction will perform the work described in the attached 'Scope of Work' including but not limited to: contractor management, budget and schedule tracking, inspection of work, structural representation, biological monitoring, and source material inspection.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state(2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from moving forward.

OTHER AGENCY INVOLVEMENT:

The State of California Office of Emergency Services is funding this project at a reimbursement rate of 75%.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5717 (Construction Inspection). This project is reimbursable at a rate of 75% by the California Office of Emergency Services (DSR 3602).

ATTACHMENTS:

1. Fountainhead CM Contract - IB Signed

APPROVALS:

Jacob Trauscht	Created/Initiated - 6/29/2020
Darcy Ellis	Approved - 6/30/2020
Marshall Rudolph	Approved - 6/30/2020
Amy Shepherd	Approved - 6/30/2020
Aaron Holmberg	Approved - 6/30/2020
Michael Errante	Final Approval - 6/30/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management

SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Construction Management services of Fountainhead Consulting Corporation (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 Director of Public Works, Michael Errante. 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 7th, 2020 to December 31th, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From _____ through _____
- B. From _____ through _____

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

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

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 Director of Public Works, Michael Errante. 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 Contractor for services and work performed under this Agreement shall not exceed \$ 339,928.37 (initial term) \$ _____ (option 1) and \$ _____ (option 2) for a total of \$ 339,928.37 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed 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, 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.

Consultant 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:

Public Works	Department
_____	Address
P.O. Drawer Q	_____
_____	City and State
Independence, CA	_____

Consultant:

Fountainhead Consulting Corporation	Name
_____	Address
2400 E. Katella, Suite 800	_____
_____	City and State
Anaheim, CA 92806	_____

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 Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 7th DAY OF July, 2020.

COUNTY OF INYO

By: [Signature] Signature
MATT KINGSLEY
Print or Type Name

Dated: 7/14/20

CONSULTANT

By: [Signature] Signature
Ivan Benavidez
Print or Type Name

Dated: 6/30/2020

APPROVED AS TO FORM AND LEGALITY:

[Signature] County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature] County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature] Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature] County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020

TO: December 31, 2021

SCOPE OF WORK:

business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Scope of Work

The scope of work defined below is based on the County's current understanding of the work to be performed. The consultant shall review the design documents and environmental permits to identify any components not explicitly or implicitly included in this SOW.

Phase I – Pre-Construction

- Review RE Files provided by MGE Engineering, make or request any changes necessary
- Review plans for constructability, advise the County and design engineer
- Review contractors proposed schedule, advise the County and design engineer on potential issues
- Pre-Construction/Kick-off meeting – Attend and Participate in a Pre-construction meeting
- Verify all permits are acquired and present at site
 - Review all permit requirements
- Produce Construction oversight Plan
 - Include construction oversight schedule, to be updated weekly in coordination with contractor
 - Identify inspection and material testing requirements, frequencies, personnel required (i.e. material tester, structural inspector, bio monitor), and schedule (to be included in the construction oversight schedule)

Phase II – Construction

- Schedule, lead, and attend weekly (or as needed) construction progress meetings
 - Provide minutes and action items, to be sent to stake-holders
- Review contractor supplied critical path management schedule, update on weekly or as-needed basis

- Process Progress Payments
 - Prepare monthly quantity estimates, check against contractor invoice statements, make recommendations to the County regarding payment
- Negotiate and prepare contract change orders, in conjunction with design engineer if needed
- Provide and coordinate with additional required personnel, including but not limited to:
 - Structural representative
 - Material Tester
 - Biological monitor
- Submittals & RFIs
 - Review submittals and RFIs, including responses from design engineer, and incorporate any changes that effect required inspections/testing
 - Coordinate with design engineer regarding submittal/RFI responses, and potential changes to inspections/testing based on responses
- Provide full-time inspection services
 - Produce daily RE diaries, including but not limited to:
 - Track Contractor days
 - Track Contractor working hours including employee names
 - Subs on site
 - Major equipment on site and status
 - Description of work completed and task completion status (estimated % of total)
 - Weather
 - Catalog of stop-work and causes
 - Any QA/QC work performed including any test/inspection results, pass/fail status of test/inspection, and any comments that are important for explaining observed results
 - Keep record of all as-built changes for inclusion into the final project as-built drawings
 - Track quantities of materials used/installed
 - Ensure and document compliance with all environmental permits
 - Collect, review, and compile contractor labor compliance documents
 - Inspect construction staking to assure compliance to relevant standards
- Provide sub-contractor to perform quality control material testing services, review results for compliance with construction contract specifications.
 - Notify contractor of any failing tests
 - Provide material tester with weekly schedule up-dates and projections of coming testing requirements for following week
 - Verify material tests are performed in compliance with the County QAP
- Provide structural inspection when required
- Provide a on-site biological monitor to fulfill requirements of all environmental permits
- Public Outreach
 - Provide information to County Project manager to be distributed to public via mailings, website, or other media

Phase III – Post-Construction

- Project Closeout Tasks (Following substantial completion of work)
 - Perform site walk and create a punchlist of items to be completed by contractor (or deducted from final payment)
 - Ensure sign-off from outside agencies confirming that restoration has been completed as far as practicable
 - Generate a final quantity estimate, review final contractor payment and provide recommendations regarding payment to the County
- Generate Final Project Report to include:
 - Summary and results of all QA/QC activities (inspections, material test results, etc)
 - Incorporate submittal and RFI logs (provided by design engineer)
 - Summary of monthly progress reports

- Daily Reports
- Catalog of all as-built changes
- Summary/catalog of environmental monitoring compliance

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all responding Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jacob Trauscht
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF FEES:

This contract shall allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 06/26/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng.	Ivan Benavidez	224.00	\$ 81.00	\$ 18,144.00
Structures Representative	Javid Sharifi	616.00	\$ 78.00	\$ 48,048.00
Inspector/Office Engineer	Salvador Valdovinos	880.00	\$ 60.90	\$ 53,592.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 119,784.00
 b) Anticipated Salary Increases (see page 2 for calculation) _____
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 119,784.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 124,575.36
 j) **TOTAL INDIRECT COSTS [(c) + (g) + (i)]** \$ 124,575.36

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j) x fixed fee 5.00%]** \$ 12,217.97

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
l) TOTAL OTHER DIRECT COSTS				<u>\$ 0.00</u>

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: ZT Consulting \$ 42,863.04
 Subconsultant 2: Earthspectives \$ 8,436.00
 Subconsultant 3: Jericho Systems \$ 18,500.00
 Subconsultant 4: Sierra Geotechnical Services \$ 13,552.00
 m) **TOTAL SUBCONSULTANTS' COSTS** \$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)] \$ 339,928.37

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Ivan Benavidez Jr Title *: Project Manager / Resident Engineer

Signature : Ivan Benavidez Jr. Digitally signed by Ivan Benavidez Jr.
Date: 2020.06.26 16:37:41 -07'00' Date of Certification (mm/dd/yyyy): 06/26/2020

Email: ibenavidez@fountainheadcorp.com Phone Number: 909.512.2815

Address: 2400 E. Katella AVE, Ste 800, Anaheim Ca 92806

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management, Construction Management and Material Quality Assurance Testing Services.

**SGS SCHEDULE OF FEES****SERVICES**

Professional	Code	Rate
Principal Engineer/Geologist	PEG	\$155
Senior Engineer/Geologist	SEG	\$135
Project Engineer/Geologist	PG	\$120
Staff Engineer/Geologist	STEG	\$100
Environmental Geologist	EG	\$135
Senior Registered Hydrogeologist	SRH	\$205
Groundwater Geologist	SGG	\$135
Expert Witness/Deposition (4-hr min)	EW	\$255

Field Technical	Code	Rate
Certified Welding Inspector	CWI	\$125
Structural Welding Inspector	SWI	\$115
Certified Concrete/Masonry Inspector	CCI	\$115
Structural Bolting Inspector	SBI	\$115
Structural Steel Inspector	SSI	\$115
Reinforcing Steel Inspector	RSI	\$105
Epoxy/Grout Dowel Inspector	EDI	\$105
Field Engineer/Geologist	FEG	\$100
Field Groundwater Geologist	FGG	\$110
Senior Field Technician	SFT	\$90
Field Technician	FT	\$85
Source Inspector	SI	\$90
Ultrasonic Weld Testing	UST	\$155
Magnetic Particle Testing	MPT	\$155

Field Technical (Prevailing Wage)	Code	Rate
Certified Welding Inspector	CWIP	\$165
Structural Welding Inspector	SWIP	\$155
Certified Concrete/Masonry Inspector	CCIP	\$155
Structural Bolting Inspector	SBIP	\$155
Structural Steel Inspector	SSIP	\$155
Reinforcing Steel Inspector	RSIP	\$140
Epoxy/Grout Dowel Inspector	EDIP	\$140
Field Engineer/Geologist	FEGP	\$140
Field Groundwater Geologist	FGGP	\$145
Senior Field Technician	SFTP	\$120
Field Technician	FTP	\$115
Source Inspector	SIP	\$120
Ultrasonic Weld Testing	USTP	\$205
Magnetic Particle Testing	MPTP	\$205



SGS SCHEDULE OF FEES

<u>Office and Laboratory Technical</u>	Code	Rate
Project Coordination	PC	\$85
Laboratory Technician	LT	\$90
Office Supplies/Clerical	OS	\$65
Outside Services		115%
Job Supplies/Reproduction/Postage		115%

<u>Equipment Rental</u>	Code	Rate
Rebar Locator	RL	115%
Ultrasonic Weld Tester	UWT	115%
Magnetic Weld tester	MWT	115%
Diamond Coring Rig	DCR	\$80
Torque Wrench/Skidmore	TWS	\$80
Water Quality Probe	WQP	\$50
Water Level Sounder	WLS	\$25

<u>Vehicle, Travel, and Per Diem</u>	Code	Rate
Mileage	MI	\$.70/mi
Travel Time (200-mile max)	TT	\$85
Room and Board	RB	115%
Meals	M	\$40

LABORATORY TESTING

<u>Soils and Aggregates</u>	Code	Test Method	Rate
Proctor (Standard Effort-4")	SDC4	ASTM D698	\$225
Proctor (Modified Effort-4")	MDC4	ASTM D1557	\$230
Proctor (Modified Effort-6")	MDC6	ASTM D1557	\$250
Proctor (Rock Correction)	RC	ASTM D4718	\$160
Proctor (Check Point)	CKPT	ASTM D1557	\$55
Wet Density (Caltrans Tube)	CCT	CT 216	\$225
Durability Index	DI	ASTM D3744/CT 229	\$225
Hydrometer	HY	ASTM D422	\$215
Plasticity Index	PI	CT 204	\$305
Liquid Limit	LL	ASTM D4318	\$165
Plastic Limit	PL	ASTM D4318	\$165
R-Value (CA/NV Untreated)	RV	ASTM D2844/CT 301	115%
Sand Equivalent	SE	ASTM D2419/CT 217	\$115
Sieve Analysis	SA	ASTM C136/CT 202	\$115
Sieve Analysis with 200 Wash	SAW	ASTM C117	\$145
Specific Gravity (Coarse)	SGC	ASTM C127/CT 206	\$135
Specific Gravity (Fine)	SGF	ASTM C128/CT 207	\$135

**SGS SCHEDULE OF FEES**

Cleanness Value	CV	CT 227	\$105
Fractured/Crushed Particles	FP	ASTM D5821/CT 205	\$155
Unit Weight	UWA	CT 212	\$105

<u>Shear and Consolidation</u>	Code	Test Method	Rate
Direct Shear (Undisturbed, 3-Point)	UST	ASTM D3080	\$215
Direct Shear (Remolded, 3-Point)	RST	ASTM D3080	\$235
Consolidation (8-Point)	CON	ASTM D2435	\$355
Additional Points			\$55

<u>Concrete</u>	Code	Test Method	Rate
Compressive Test Cylinder	CCT	ASTM C39	\$43
Compressive Test Grout Sample	CTGS	ASTM C39	\$43
Compressive Test Grout Prism	CTGP	ASTM C39	\$65
Compressive Test Mortar Cylinder	CTMC	ASTM C39	\$43
Compressive Test Shotcrete Core	CTSC	ASTM C39	\$43
Oven Dry Density	ODD	ASTM C567	\$125
Equilibrium Density	EDD	ASTM C567	Request

<u>Asphalt and Pavement</u>	Code	Test Method	Rate
Asphalt Extraction by Ignition	IGN	CT 382	\$250
Aggregate Gradation of Extracted Sample	GES	CT 202	\$115
Moisture Content of Asphalt	MCA	CT 370	\$105
Specific Gravity of Asphalt Core	SGAC	CT 308	\$60
Theoretical Max Specific Gravity/Density	RICE	CT 309	\$165
Stabilometer Test	HVEEM	CT 366	115%



47 1st Street, Suite 1
 Redlands, CA 92373-4601
 (909) 915-5900

Rate Sheet

Personnel Category Rates : Charges will be made at the Category rates set forth for the time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time to and from the job site, etc.

Position Title	Assigned hourly rate for the duration of the contract
Principal In Charge	\$157.00
Senior Regulatory Specialist	\$157.00
Program Manager	\$157.00
Senior Ecologist	\$140.00
CEQA/NEPA Specialist	\$140.00
Environmental Project Manager	\$140.00
Environmental Site Manager	\$140.00
Public Outreach Specialist	\$140.00
Senior Biologist	\$140.00
FAA Licensed UAV Pilot	\$135.00
Biologist	\$128.00
Field Biologist	\$110.00
CADD/GIS Specialist	\$110.00
Project Analyst	\$105.00
General Construction Monitor	\$105.00
Administrative	\$ 65.00

Expenses Billed At Cost:

Travel (non-automobile)
 Lodging
 Auto and Truck Rentals
 Specialty Equipment and Rentals
 Delivery Services
 Printing (Blueprints, Photo Services, Color Copies
 Specialty Supplies)

Other Direct Cost:

Auto Mileage (at current IRS rate)
 Agency Permit Fees (At Cost)
 Subconsultants – Cost Plus 3%



19 Shama Circle
Crowley Lake, CA 93546

**Prevailing Wage
Pricelist 2020**

Categories	Hourly Rate
Survey crew (Prevailing Wage)	\$260
Calculation time	\$100
Project Coordination	\$100
Boundary Map Research	\$100
Drafting	\$100



ZTC Hourly Rate 2020

Type of Service	Title	Qualification	Hourly Rate
Project Management	PM	PE	\$210
Engineering Service	Senior Quality Engineer	PE / CQA	\$184.80
	Quality Engineer	PE	\$115.50
	Assistant Engineer	EIT	\$80.85
QA Source Inspection Services	QA Inspector	CWI, PCI II/III, ASNT NDT UT/MT	\$109.15 ^{1,2}
QA Field Inspection Services (Prevailing)	QA Inspector	CWI, PCI II./III, ASNT NDT UT/MT	Per DIR requirements

¹ Minimum four hours charge for inspection services

² Overtime rate applies after 8 hours on the job on the weekdays and any hours worked on Saturday, Sunday, and Holidays.

Other Direct Cost***

Item	Quantity	Approx. Unit Cost	Total Amount
Millage	TBD (Federal Rate)	\$ 0.575 / mile	TBD
Travel in-State	TBD (Caltrans Policy)	Approx. \$600 / Trip	TBD
Travel Out-of-State	TBD (Caltrans Policy)	Approx. \$1,200 / Trip	TBD
Bearing Pad / Elastomer Testing	TBD (ZTC Sub ***)	\$1,500 / Unit	TBD
Epoxy Coating Testing	TBD (ZTC Sub ***)	\$150 / Per Sample	TBD
Strand Testing	TBD (ZTC Sub ***)	\$180/ Per Test	TBD
Anchor Bolt Testing	TBD (ZTC Sub ***)	\$350 / Per Set	TBD
Hoop Testing / Couplers (<#11)	TBD (ZTC Sub ***)	\$160 / Per Sample	TBD
High Strength Bolts	TBD (ZTC Sub ***)	\$155 / per bolt set	TBD
Prestressing Components	TBD (ZTC Sub ***)	\$125 / per sample	TBD

*** This approximate cost. All the sub invoices are pass through. ZTC does not markup the subs invoices.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020

TO: December 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

Professional Liability (Errors and Omissions): appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher

Attachment D: Insurance Requirements for Professional Services

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Attachment D: Insurance Requirements for Professional Services

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20th day of September 2022 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Amendment 3*

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve Amendment No. 3 to the consulting agreement between the County of Inyo and Fountainhead of Anaheim, CA, increasing the contract by \$209,281.54 to an amount not to exceed \$671,039.51 and extending the expiration date from December 31, 2022 to June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 20th
Day of September, 2022



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: <i>Public Works</i> DATE: <i>September 28, 2022</i>



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: September 20, 2022

FROM: Greg Waters

SUBJECT: Request Board approve Amendment No. 3 to the consulting agreement between the County of Inyo and Fountainhead of Anaheim, CA

RECOMMENDED ACTION:

Request Board approve Amendment No. 3 to the consulting agreement between the County of Inyo and Fountainhead of Anaheim, CA, increasing the contract by \$209,281.54 to an amount not to exceed \$671,039.51 and extending the expiration date from December 31, 2022 to June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, the project schedule has been extended. Additionally, the California Department of Fish & Wildlife is now requiring a biological monitor on site through the completion of the project, not just until the creek diversion is removed, as was originally stated.

Contract Summary:

Original Contract	\$339,928.37
Amendment #1	\$121,829.60
Amendment #2	Time Extension Only
Amendment #3	\$209,281.54
Total	\$671,039.51

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract. However, this would prevent the project from being completed.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Funding will be sourced from California Office of Emergency Services (75%) and Road Maintenance and Repair Account (25%). The cost of the amendment will be paid through the Road budget (034600), North Round Valley Bridge Project (5717).

ATTACHMENTS:

1. Fountainhead Amendment No. 3 (UNEXECUTED)
2. Fountainhead Amendment No. 2 (EXECUTED)
3. Fountainhead Contract Amendment No. 1 (EXECUTED)
4. Fountainhead Consulting Contract (Fully Executed)

APPROVALS:

Greg Waters	Created/Initiated - 9/6/2022
Darcy Ellis	Approved - 9/6/2022
Greg Waters	Approved - 9/8/2022
Michael Errante	Approved - 9/12/2022
Breanne Nelums	Approved - 9/12/2022
John Vallejo	Approved - 9/12/2022
Amy Shepherd	Final Approval - 9/14/2022

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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 Consultant do desire and consent to amend such Agreement as set forth below.

1. Exhibit 10-H1 Cost Proposal to the Contract (attached) is amended for the Consultant, Fountainhead Consulting Corporation, and for Sub-Consultants Geode Environmental and Sierra Geotechnical Services.
2. This Amendment also extends the consulting agreement expiration date from December 31, 2022 to June 30, 2023, to allow for project closeout beyond the end of the construction period.

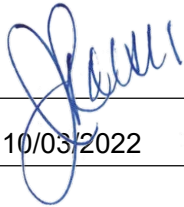
The effective date of this amendment to the Agreement is June 1st, 2022.

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

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
3rd DAY OF October, 2022

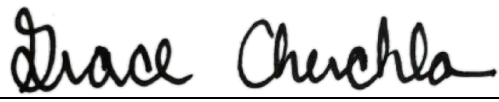
COUNTY OF INYO

By: 
Dated: 10/03/2022

CONSULTANT

By: 
Dated: 09/21/2022

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

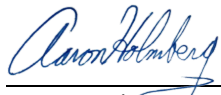
APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

September 06, 2022

Greg Waters
Associate Civil Engineer
Inyo County Public Works
P.O. Drawer Q
Independence, CA 93526

RE: TRANSMITTAL LETTER | SUBCONSULTANT SUBSTITUTION AND COST PROPOSAL

Dear Mr. Waters,

Fountainhead Consulting Corporation (Fountainhead) is submitting this request for additional funds due to delays by the contractor in completing the proposed improvements shown in the contract plans.

Attached for your consideration is our cost proposal, the contractor's latest schedule to complete the proposed improvements, and our associated staffing plan.

If you have any questions, or require additional information, please contact Ivan Benavidez at 909.512.2815 or email at ibenavidez@fountainheadcorp.com.

Respectfully submitted,



Rosalie Acosta, Corporate Secretary

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 09/06/2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng.	Ivan Benavidez	46.00	\$ 81.00	\$ 3,726.00
Structures Representative	Javid Sharifi	107.00	\$ 78.00	\$ 8,346.00
Inspector/Office Engineer	Brian French	856.00	\$ 60.90	\$ 52,130.40
				\$ 0.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 64,202.40
- b) Anticipated Salary Increases (see page 2 for calculation) _____
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 64,202.40

INDIRECT COSTS

- d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
- f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
- h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 66,770.50
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 66,770.50

FIXED FEE

- k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 5.00%]** \$ 6,548.64

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: <u>ZT Consulting</u>	\$ 0.00
Subconsultant 2: <u>Earthspectives</u>	\$ 0.00
Subconsultant 3: <u>Geode Environmental</u>	\$ 85,312.00
Subconsultant 4: <u>Sierra Geotechnical Services</u>	(\$ 13,552.00)

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 71,760.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 71,760.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 209,281.54

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

Activity ID	Activity Name	Original Duration	Remaining Duration	BL Project Start	BL Project Finish	Schedule % Complete	Start	Finish	Predecessor	PROJECT SCHEDULE - 31 AUGUST 2022 / UPDATE																														
										Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q																			
											J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
22101	INYO County - Round Valley Bridge	511	511	05-Jan-21	20-Dec-22	0%	05-Jan-21	20-Dec-22		20-Dec-22, 22101 Pro																														
22101.Preliminary Phase (New WBS)		122	0	05-Jan-21	24-Jun-21	0%	05-Jan-21	24-Jun-21		24-Jun-21, 22101.Preliminary Phase (New WBS); Notice of Award - 5 Jan 2021, 05-Jan-21; Notice To Proceed - 24 Jun 2021, 24-Jun-21 A																														
A1000	Notice of Award - 5 Jan 2021	0	0	05-Jan-21		100%	05-Jan-21		A1000																															
A1010	Notice To Proceed - 24 Jun 2021	0	0	24-Jun-21		100%	24-Jun-21																																	
22101.Project Startup (New WBS)-1		389	80	24-Jun-21	20-Dec-22	0%	24-Jun-21	20-Dec-22		20-Dec-22, 22101 Project Startup A																														
A1020	Mobilization	15	0	24-Jun-21	14-Jul-21	100%	24-Jun-21	14-Jul-21 A	A1010	Mobilization																														
A1030	Install Traffic Control Systems	1	0	24-Jun-21	24-Jun-21	100%	24-Jun-21	24-Jun-21 A	A1020	Install Traffic Control Systems																														
A1040	Install ESA Fence	1	0	25-Jun-21	25-Jun-21	100%	25-Jun-21	25-Jun-21 A	A1030	Install ESA Fence																														
A1050	Install Fiber Rolls	1	0	28-Jun-21	28-Jun-21	100%	28-Jun-21	28-Jun-21 A	A1040	Install Fiber Rolls																														
A1060	Demo Guardrail and Remove	2	0	29-Jun-21	30-Jun-21	100%	29-Jun-21	30-Jun-21 A	A1050	Demo Guardrail and Remove																														
A1070	Demo Existing Bridge	9	0	01-Jul-21	13-Jul-21	100%	01-Jul-21	13-Jul-21 A	A1060	Demo Existing Bridge																														
A1080	Install Creek Diversion Bypass	4	0	14-Jul-21	19-Jul-21	100%	14-Jul-21	19-Jul-21 A	A1070	Install Creek Diversion Bypass																														
A1090	Clear and Grub	15	0	20-Jul-21	09-Aug-21	100%	20-Jul-21	09-Aug-21 A	A1080	Clear and Grub																														
22101.Project Startup, Abutment #2 (New WBS)		290	14	10-Aug-21	19-Sep-22	0%	10-Aug-21	19-Sep-22		19-Sep-22, 22101 Project Startup A																														
A1100	Structure Excavation	10	0	10-Aug-21	23-Aug-21	100%	10-Aug-21	23-Aug-21 A	A1090	Structure Excavation																														
A1110	Drill and Place Piles	16	0	24-Aug-21	14-Sep-21	100%	24-Aug-21	11-Feb-22 A	A1100	Drill and Place Piles																														
A1120	Finish grade for Footing	2	0	14-Oct-21	15-Oct-21	100%	04-Apr-22	08-Apr-22 A	A1280	Finish grade for Footing																														
A1130	Form Footing	3	0	18-Oct-21	20-Oct-21	100%	18-Apr-22	29-Apr-22 A	A1120	Form Footing																														
A1140	Footing Rebar Install	3	0	21-Oct-21	25-Oct-21	100%	02-May-22	13-May-22 A	A1130	Footing Rebar Install																														
A1190	Assemble Wall Gang Forms	15	0	01-Nov-21	19-Nov-21	100%	16-May-22	10-Jun-22 A	A1180	Assemble Wall Gang Forms																														
A1150	Footing Concrete Placement	1	0	26-Oct-21	26-Oct-21	100%	07-Jun-22	07-Jun-22 A	A1140	Footing Concrete Placement																														
A1160	Strip Forms	1	0	27-Oct-21	27-Oct-21	100%	20-Jun-22	21-Jun-22 A	A1150	Strip Forms																														
A1170	Backfill Footing	2	0	28-Oct-21	29-Oct-21	100%	22-Jun-22	24-Jun-22 A	A1160	Backfill Footing																														
A1200	Set One side of Wall Forms	5	0	15-Nov-21	19-Nov-21	100%	28-Jul-22	12-Aug-22 A	A1190	Set One side of Wall Forms																														
A1210	Wall Rebar Install	4	0	22-Nov-21	25-Nov-21	100%	15-Aug-22	18-Aug-22 A	A1200	Wall Rebar Install																														
A1220	Complete Wall Forms	10	0	26-Nov-21	09-Dec-21	100%	19-Aug-22	26-Aug-22 A	A1210	Complete Wall Forms																														
A1230	Wall Concrete Placement	1	0	10-Dec-21	10-Dec-21	100%	29-Aug-22	30-Aug-22 A	A1220	Wall Concrete Placement																														
A1180	Grade Slope behind Footing	5	5	31-Aug-22	06-Sep-22	0%	31-Aug-22	06-Sep-22 A	A1170	Grade Slope behind Footing																														
A1240	Strip Wall Forms	4	4	31-Aug-22	05-Sep-22	0%	31-Aug-22	05-Sep-22 A	A1230	Strip Wall Forms																														
A1250	Backfill	10	10	06-Sep-22	19-Sep-22	0%	06-Sep-22	19-Sep-22 A	A1240	Backfill																														
A1260	Install Rip Rap	10	10	06-Sep-22	19-Sep-22	0%	06-Sep-22	19-Sep-22 A	A1250	Install Rip Rap																														
22101.Project Startup, Abutment #1 (New WBS)-1		235	9	14-Oct-21	12-Sep-22	0%	07-Feb-22	12-Sep-22		12-Sep-22, 22101 Project Startup Ab																														
A1270	Structure Excavation	5	0	07-Feb-22	11-Feb-22	100%	07-Feb-22	11-Feb-22 A	A1110	Structure Excavation																														
A1280	Drill and Place Piles	16	0	14-Feb-22	07-Mar-22	100%	14-Feb-22	31-Mar-22 A	A1270	Drill and Place Piles																														
A1290	Finish grade for Footing	2	0	14-Oct-21	15-Oct-21	100%	11-Apr-22	15-Apr-22 A	A1280	Finish grade for Footing																														
A1300	Form Footing	3	0	18-Oct-21	20-Oct-21	100%	02-May-22	13-May-22 A	A1290	Form Footing																														
A1310	Footing Rebar Install	3	0	21-Oct-21	25-Oct-21	100%	16-May-22	27-May-22 A	A1300	Footing Rebar Install																														
A1360	Assemble Wall Gang Forms	1	0	29-Oct-21	29-Oct-21	100%	16-May-22	10-Jun-22 A	A1350	Assemble Wall Gang Forms																														
A1320	Footing Concrete Placement	1	0	26-Oct-21	26-Oct-21	100%	07-Jun-22	07-Jun-22 A	A1310	Footing Concrete Placement																														
A1370	Set One side of Wall Forms	5	0	25-Oct-21	29-Oct-21	100%	13-Jun-22	08-Jul-22 A	A1360	Set One side of Wall Forms																														
A1330	Strip Forms	1	0	27-Oct-21	27-Oct-21	100%	15-Jun-22	17-Jun-22 A	A1320	Strip Forms																														
A1340	Backfill Footing	1	0	28-Oct-21	28-Oct-21	100%	20-Jun-22	21-Jun-22 A	A1330	Backfill Footing																														
A1380	Wall Rebar Install	4	0	01-Nov-21	04-Nov-21	100%	11-Jul-22	14-Jul-22 A	A1370	Wall Rebar Install																														
A1390	Complete Wall Forms	10	0	05-Nov-21	18-Nov-21	100%	15-Jul-22	25-Jul-22 A	A1380	Complete Wall Forms																														
A1400	Wall Concrete Placement	1	0	19-Nov-21	19-Nov-21	100%	26-Jul-22	26-Jul-22 A	A1390	Wall Concrete Placement																														
A1350	Grade Slope behind Footing	5	5	31-Aug-22	06-Sep-22	0%	31-Aug-22	06-Sep-22 A	A1340	Grade Slope behind Footing																														

Fountainhead Staffing Plan

9/6/2022

Staff	Unit	July	August	Sept	Oct	Nov	Dec	Total
Biologist	8 Hr/Day	168	184	176	8	8	8	552
Inspector	8 Hr/Day		184	176	168	160	168	856
Struc. Rep	1 Hr/Day		23	22	21	20	21	107
RE	2 Hr/Week		10	8	8	10	10	46

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21st day of December 2021 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Contract
Amendment 2*

Moved by Supervisor Roeser and seconded by Supervisor Pucci to approve Amendment No. 2 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, extending the end date of the contract from December 31, 2021 to December 31, 2022 and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

WITNESS my hand and the seal of said Board this 21st
Day of December, 2021



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: January 5, 2022



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: December 21, 2021

FROM: Greg Waters

SUBJECT: Amendment #2 to the consultant agreement with Fountainhead Consulting Corporation

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, extending the end date of the contract from December 31, 2021 to December 31, 2022 and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, the project duration has increased, requiring a change in the contract effective dates. This does not come with a cost increase.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the extension to the contract, however this would prevent the consultant from being paid after December 31, 2021 and the project from being completed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is no cost increase as a part of this Amendment #2, just a change to the contract end date.

ATTACHMENTS:

1. Fountainhead Amendment 2
2. Fountainhead Consulting Contract (Fully Executed)

APPROVALS:

Greg Waters	Created/Initiated - 12/6/2021
Darcy Ellis	Approved - 12/7/2021
Michael Errante	Approved - 12/7/2021
Breanne Nelums	Approved - 12/7/2021
John Pinckney	Approved - 12/7/2021
John Vallejo	Approved - 12/7/2021
Amy Shepherd	Final Approval - 12/7/2021

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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 Consultant do desire and consent to amend such Agreement as set forth below.

The consultant agreement will be extended from the current end date of December 31st, 2021 to the future date of December 31st, 2022

The effective date of this amendment to the Agreement is December 21st, 2021.

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

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
23rd DAY OF May, 2021.

COUNTY OF INYO

By: 

Dated: 05/23/2022

CONSULTANT

By: 

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 5th day of October 2021 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Consulting Contract
Amendment 1*

Moved by Supervisor Kingsley and seconded by Supervisor Roeser to approve Amendment No.1 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, replacing environmental subconsultant Jericho Systems of Redlands, CA with Geode Environmental of Bishop, CA, replacing Sierra Geotechnical Services of Bishop, CA with Eastern Sierra Engineering of Bishop, CA, and increasing the contract amount with Fountainhead Consulting Corporation by \$121,829.20 to cover a broader scope of environmental inspections as required by California Department of Fish & Wildlife; and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 5th
Day of October, 2021

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: October 13, 2021



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: October 5, 2021

FROM: Greg Waters

SUBJECT: Amendment #1 to the consultant agreement with Fountainhead Consulting Corporation

RECOMMENDED ACTION:

Request Board approve Amendment No.1 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, replacing environmental subconsultant Jericho Systems of Redlands, CA with Geode Environmental of Bishop, CA, replacing Sierra Geotechnical Services of Bishop, CA with Eastern Sierra Engineering of Bishop, CA, and increasing the contract amount with Fountainhead Consulting Corporation by \$121,829.20 to cover a broader scope of environmental inspections as required by California Department of Fish & Wildlife; and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, two subconsultants will need to be replaced by two others. Additionally, California Department of Fish and Wildlife has requested an increase in the environmental monitoring from weekly to daily, resulting in an increase in the fees required.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from being completed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding will be sourced from California Office of Emergency Services (75%) and Road Maintenance and Repair Account (25%). The cost of the amendment will be paid through the Road budget (034600), North Round Valley Bridge Project (5717).

ATTACHMENTS:

1. Fountainhead Amendment No. 1
2. Fountainhead Consulting Contract (Fully Executed)

APPROVALS:

Greg Waters	Created/Initiated - 8/17/2021
Darcy Ellis	Approved - 8/18/2021
Darcy Ellis	Approved - 8/18/2021
Greg Waters	Approved - 9/30/2021
Breanne Nelums	Approved - 9/30/2021
John Pinckney	Approved - 9/30/2021
John Vallejo	Approved - 9/30/2021
Amy Shepherd	Final Approval - 9/30/2021

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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 Consultant do desire and consent to amend such Agreement as set forth below.

1. Exhibit 10-H1 Cost Proposal to the Contract is amended for the Consultant, Fountainhead Consulting Corporation, removing Sub-Consultants Jericho Systems and Sierra Geotechnical Services and replacing them with Geode Environmental and Eastern Sierra Engineering, respectively. The total contract value is hereby increased by \$121,829.20. The effective date of this amendment to the Agreement is July 1st, 2021. .
All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
19th DAY OF October, 2021.

COUNTY OF INYO

CONSULTANT

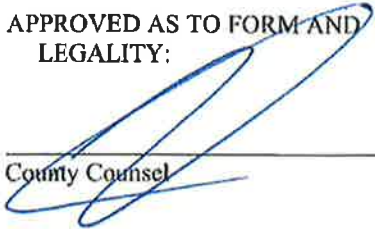
By: 

By: 

Dated: 10-19-2021

Dated: 10/14/2021

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

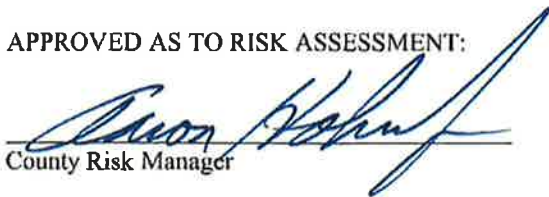
APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

September 06, 2021

Greg Waters
Associate Civil Engineer
Inyo County Public Works
P.O. Drawer Q
Independence, CA 93526

RE: TRANSMITTAL LETTER | SUBCONSULTANT SUBSTITUTION AND COST PROPOSAL | CONTRACT NO. 156

Dear Mr. Waters,

Fountainhead Consulting Corporation (Fountainhead) is submitting this request to A) substitute two subconsultants originally proposed on the contract and to B) request an increase to the contract to provide daily biological monitoring due to permit requirements.

- A) Fountainhead originally proposed Jericho Systems to perform biological monitoring services per the RFP requirements, unfortunately Jericho Systems closed (Attachment A) their offices after the contract award. Therefore, Fountainhead is having to replace Jericho Systems with another biological monitoring service provide. In addition to substituting Jericho Systems with Geode Environmental we also have a second subconsultant Sierra Geotechnical has developed a conflict of interest due to entering a contract with Spiess (Contractor) to perform Quality Control and Assurance Testing. Therefore, we are also requesting to substitute Sierra Geotechnical with Eastern Sierra Engineering to perform Independent Assurance testing as the subconsultant owner's representative with Fountainhead
- B) During the RFP process the final permits for the project were not issued therefore Fountainhead negotiated with the County to provide biological monitoring on a weekly basis for work within the creek. After Fountainheads contract was negotiated the final permits were obtained. The final permits required daily biological monitoring while working in the creek and thereby initiated a cost increase to provide the level of service required in the permit. Fountainhead reviewed several options for a biological monitoring consultant with reasonable rates and negotiated with Geode Environmental to perform the scope of work (Attachment B). Our proposed contract value increase of \$121,829.60 is a Not-to-Exceed value and the hours applied will only be as required by California Department of Fish & Wildlife. In doing so we will have the ability to modulate the application of resources to suit the conditions in the field

If you have any questions, or require additional information, please contact Ivan Benavidez at 909.512.2815 or email at ibenavidez@fountainheadcorp.com.

Respectfully submitted,



Rosalé Acosta, Corporate Secretary



PO Box 7061
Redlands, CA 92373
(909) 915-5900

April 12, 2021

Dear Valued Client:

Since 2012, Jericho Systems, Inc. (Jericho) has been honored to serve you on your various projects.

However, it is with heavy heart that I am informing you of the closure of Jericho, effective June 30, 2021 due to some health issues I have been struggling with for the past few years.

In keeping with my commitment to provide excellent service to our clients, I would like to recommend the following firms which have been assisting me on many projects behind the scenes for the past few years. These firms are extremely qualified with biology/ecological assessments for multiple jurisdictions, jurisdictional waters permitting, endangered species compliance, CEQA/NEPA compliance, and whom I know will provide excellent service to you:

ELMT Consulting, Inc

Attn: Travis McGill
2201 N. Grand Avenue #10098. Santa Ana, CA 92711-0098
Travismcgill@elmtconsulting.com
(909) 816-1646

Compass Consulting Enterprises, Inc

Attn: Julie Gilbert
PO Box 2627, Avalon, CA 90704
Julie@compass-consultinginc.com
(909) 496-5960
(WBE Certified, DBE Certification in process)

In the interim, effective immediately, Jericho's Craig Lawrey will be handling all operational aspects and will be your primary contact. You may reach Craig at craig@jericho-systems.com or at (909) 744-0487. Julie Gilbert, who you may know has worked for Jericho since 2016, will be assisting Craig with contract management and final billing. For Jericho contract and billing questions, Julie can be reached at juliegill@outlook.com or at (909) 496-5960.

Again, it has been my honor serving you, and I wish you all the best with your future endeavors.

Sincerely,

Shay Lawrey
President, Jericho Systems, Inc.

Craig Lawrey
Secretary/Operations Manager, Jericho Systems, Inc

Fountainhead Proposed Changes to Original Agreement

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation for Geode Environmental

Project No. 48C0044 Contract No. 156 Date 09/06/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Biologist.	Geode Environmental	1,240.00	\$ 130.00	\$ 161,200.00
Inspector (Credit)	S. Valdovinos_20 days Temp. Work	-160.00	\$ 130.44	(\$ 20,870.40)
				\$ 0.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 140,329.60

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 140,329.60

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00

f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 0.00

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 0.00%] \$ 0.00

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: ZT Consulting \$ 0.00

Subconsultant 2: Earthspectives \$ 0.00

Subconsultant 3: Jericho Systems Substitute Geode Environmental (\$ 18,500.00)

Subconsultant 4: Sierra Geotechnical Substitute Eastern Sierra \$ 0.00

m) **TOTAL SUBCONSULTANTS' COSTS** (\$ 18,500.00)

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] (\$ 18,500.00)

TOTAL COST [(c) + (j) + (k) + (n)] \$ 121,829.60

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044

Contract No. 156

Date 06/26/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng.	Ivan Benavidez	224.00	\$ 81.00	\$ 18,144.00
Structures Representative	Javid Sharifi	616.00	\$ 78.00	\$ 48,048.00
Inspector/Office Engineer	Salvador Valdovinos	880.00	\$ 60.90	\$ 53,592.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 119,784.00 ✓

b) Anticipated Salary Increases (see page 2 for calculation)

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)]

\$ 119,784.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)]

\$ 0.00

f) Overhead (Rate: 0.00%)

g) Overhead [(c) x (f)]

\$ 0.00

h) General and Administrative (Rate: 104.00%)

i) Gen & Admin [(c) x (h)]

\$ 124,575.36

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]

\$ 124,575.36

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 5.00%]

\$ 12,217.97

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

\$256,577.33

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

i) **TOTAL OTHER DIRECT COSTS**

\$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: ZT Consulting

\$ 42,863.04

Subconsultant 2: Earthspectives

\$ 8,436.00

Subconsultant 3: Jericho Systems

\$ 18,500.00

Subconsultant 4: Sierra Geotechnical Services

\$ 13,552.00

m) **TOTAL SUBCONSULTANTS' COSTS**

\$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)]

\$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)]

\$ 339,928.37

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

North Round Valley Bridge Project
Resident Engineer Proposed Schedule of Values
Amendment #1
As of 9/29/2021 10:40 AM

Consultant	Original \$	Amendment #1 (Subject to Approval)	Adjusted Total	Invoice #1 1-1-21 thru 6-30-21	Invoice #2 7-1-21 thru 7-31-21	Total To Date	Remaining
FountainHead Prime	\$339,928.37			\$28,453.60	\$17,327.54		
Breakdown:							
Fountainhead In House	\$256,577.33	(\$20,870.40)	\$235,706.93	\$15,339.69	\$16,048.90	\$31,388.59	\$204,318.34
ZT Consulting	\$42,863.04	\$0.00	\$42,863.04	\$13,113.91	\$1,278.64	\$14,392.55	\$28,470.49
Earthspectives	\$8,436.00	\$0.00	\$8,436.00	\$0.00	\$0.00	\$0.00	\$8,436.00
Jericho Systems	\$18,500.00	(\$18,500.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Geode Environmental	\$0.00	\$161,200.00	\$161,200.00	\$0.00	\$0.00	\$0.00	\$161,200.00
Sierra Geotechnical Services	\$13,552.00	(\$13,552.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Eastern Sierra Engineering	\$0.00	\$13,552.00	\$13,552.00	\$0.00	\$0.00	\$0.00	\$13,552.00
Total:	\$339,928.37	\$121,829.60	\$461,757.97	\$28,453.60	\$17,327.54	\$45,781.14	\$415,976.83
Delta	\$121,829.60						

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of July 2020 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Consulting Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO: Other: <i>Public Works</i> DATE: July 7, 2020

WITNESS my hand and the seal of said Board this 7th
Day of JULY, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in cursive script, appearing to read "Clint G. Quilter".

By: _____



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: July 7, 2020

FROM:

SUBJECT: North Round Valley Bridge Construction Management Contract

RECOMMENDED ACTION:

Request Board approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead construction will perform the work described in the attached 'Scope of Work' including but not limited to: contractor management, budget and schedule tracking, inspection of work, structural representation, biological monitoring, and source material inspection.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state(2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from moving forward.

OTHER AGENCY INVOLVEMENT:

The State of California Office of Emergency Services is funding this project at a reimbursement rate of 75%.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5717 (Construction Inspection). This project is reimbursable at a rate of 75% by the California Office of Emergency Services (DSR 3602).

ATTACHMENTS:

1. Fountainhead CM Contract - IB Signed

APPROVALS:

Jacob Trauscht	Created/Initiated - 6/29/2020
Darcy Ellis	Approved - 6/30/2020
Marshall Rudolph	Approved - 6/30/2020
Amy Shepherd	Approved - 6/30/2020
Aaron Holmberg	Approved - 6/30/2020
Michael Errante	Final Approval - 6/30/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Construction Management services of Fountainhead Consulting Corporation (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 Director of Public Works, Michael Errante. 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 7th, 2020 to December 31th, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From _____ through _____
- B. From _____ through _____

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

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

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 Director of Public Works, Michael Errante. 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 Contractor for services and work performed under this Agreement shall not exceed \$ 339,928.37 (initial term) \$ _____ (option 1) and \$ _____ (option 2) for a total of \$ 339,928.37 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed 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, 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.

Consultant 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:

Public Works	Department
_____	Address
P.O. Drawer Q	_____
_____	City and State
Independence, CA	_____

Consultant:

Fountainhead Consulting Corporation	Name
_____	Address
2400 E. Katella, Suite 800	_____
_____	City and State
Anaheim, CA 92806	_____

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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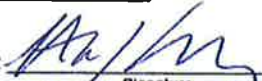
AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
7th DAY OF July, 2020.

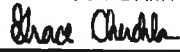
COUNTY OF INYO

By: 
Signature
MATT KINGSLEY
Print or Type Name
Dated: 7/14/20

CONSULTANT

By: 
Signature
Ivan Benavidez
Print or Type Name
Dated: 6/30/2020

APPROVED AS TO FORM AND LEGALITY:


County Counsel

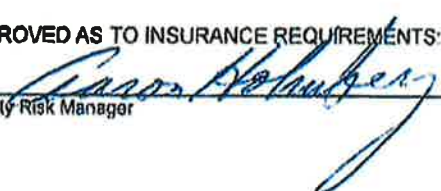
APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCOPE OF WORK:

business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Scope of Work

The scope of work defined below is based on the County's current understanding of the work to be performed. The consultant shall review the design documents and environmental permits to identify any components not explicitly or implicitly included in this SOW.

Phase I – Pre-Construction

- Review RE Files provided by MGE Engineering, make or request any changes necessary
- Review plans for constructability, advise the County and design engineer
- Review contractors proposed schedule, advise the County and design engineer on potential issues
- Pre-Construction/Kick-off meeting – Attend and Participate in a Pre-construction meeting
- Verify all permits are acquired and present at site
 - Review all permit requirements
- Produce Construction oversight Plan
 - Include construction oversight schedule, to be updated weekly in coordination with contractor
 - Identify inspection and material testing requirements, frequencies, personnel required (i.e. material tester, structural inspector, bio monitor), and schedule (to be included in the construction oversight schedule)

Phase II – Construction

- Schedule, lead, and attend weekly (or as needed) construction progress meetings
 - Provide minutes and action items, to be sent to stake-holders
- Review contractor supplied critical path management schedule, update on weekly or as-needed basis

- Process Progress Payments
 - Prepare monthly quantity estimates, check against contractor invoice statements, make recommendations to the County regarding payment
- Negotiate and prepare contract change orders, in conjunction with design engineer if needed
- Provide and coordinate with additional required personnel, including but not limited to:
 - Structural representative
 - Material Tester
 - Biological monitor
- Submittals & RFIs
 - Review submittals and RFIs, including responses from design engineer, and incorporate any changes that effect required inspections/testing
 - Coordinate with design engineer regarding submittal/RFI responses, and potential changes to inspections/testing based on responses
- Provide full-time inspection services
 - Produce daily RE diaries, including but not limited to:
 - Track Contractor days
 - Track Contractor working hours including employee names
 - Subs on site
 - Major equipment on site and status
 - Description of work completed and task completion status (estimated % of total)
 - Weather
 - Catalog of stop-work and causes
 - Any QA/QC work performed including any test/inspection results, pass/fail status of test/inspection, and any comments that are important for explaining observed results
 - Keep record of all as-built changes for inclusion into the final project as-built drawings
 - Track quantities of materials used/installed
 - Ensure and document compliance with all environmental permits
 - Collect, review, and compile contractor labor compliance documents
 - Inspect construction staking to assure compliance to relevant standards
- Provide sub-contractor to perform quality control material testing services, review results for compliance with construction contract specifications.
 - Notify contractor of any failing tests
 - Provide material tester with weekly schedule up-dates and projections of coming testing requirements for following week
 - Verify material tests are performed in compliance with the County QAP
- Provide structural inspection when required
- Provide a on-site biological monitor to fulfill requirements of all environmental permits
- Public Outreach
 - Provide information to County Project manager to be distributed to public via mailings, website, or other media

Phase III – Post-Construction

- Project Closeout Tasks (Following substantial completion of work)
 - Perform site walk and create a punchlist of items to be completed by contractor (or deducted from final payment)
 - Ensure sign-off from outside agencies confirming that restoration has been completed as far as practicable
 - Generate a final quantity estimate, review final contractor payment and provide recommendations regarding payment to the County
- Generate Final Project Report to include:
 - Summary and results of all QA/QC activities (inspections, material test results, etc)
 - Incorporate submittal and RFI logs (provided by design engineer)
 - Summary of monthly progress reports

- Daily Reports
- Catalog of all as-built changes
- Summary/catalog of environmental monitoring compliance

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all responding Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jacob Trauscht
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF FEES:

This contract shall allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 06/26/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng.	Ivan Benavidez	224.00	\$ 81.00	\$ 18,144.00
Structures Representative	Javid Sharifi	616.00	\$ 78.00	\$ 48,048.00
Inspector/Office Engineer	Salvador Valdovinos	880.00	\$ 60.90	\$ 53,592.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 119,784.00
 b) Anticipated Salary Increases (see page 2 for calculation) _____
 c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 119,784.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 124,575.36
 j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 124,575.36

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 5.00%] \$ 12,217.97

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: ZT Consulting \$ 42,863.04
 Subconsultant 2: Earhspectives \$ 8,436.00
 Subconsultant 3: Jericho Systems \$ 18,500.00
 Subconsultant 4: Sierra Geotechnical Services \$ 13,552.00

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)] \$ 339,928.37

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs Including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Ivan Benavidez Jr Title *: Project Manager / Resident Engineer

Signature : Ivan Benavidez Jr. Digitally signed by Ivan Benavidez Jr.
Date: 2020.06.26 16:37:41 -07'00' Date of Certification (mm/dd/yyyy): 06/26/2020

Email: ibenavidez@fountainheadcorp.com Phone Number: 909.512.2815

Address: 2400 E. Katella Ave, Ste 800, Anaheim Ca 92806

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management, Construction Management and Material Quality Assurance Testing Services.

**SGS SCHEDULE OF FEES****SERVICES**

<u>Professional</u>	<u>Code</u>	<u>Rate</u>
Principal Engineer/Geologist	PEG	\$155
Senior Engineer/Geologist	SEG	\$135
Project Engineer/Geologist	PG	\$120
Staff Engineer/Geologist	STEG	\$100
Environmental Geologist	EG	\$135
Senior Registered Hydrogeologist	SRH	\$205
Groundwater Geologist	SGG	\$135
Expert Witness/Deposition (4-hr min)	EW	\$255

<u>Field Technical</u>	<u>Code</u>	<u>Rate</u>
Certified Welding Inspector	CWI	\$125
Structural Welding Inspector	SWI	\$115
Certified Concrete/Masonry Inspector	CCI	\$115
Structural Bolting Inspector	SBI	\$115
Structural Steel Inspector	SSI	\$115
Reinforcing Steel Inspector	RSI	\$105
Epoxy/Grout Dowel Inspector	EDI	\$105
Field Engineer/Geologist	FEG	\$100
Field Groundwater Geologist	FGG	\$110
Senior Field Technician	SFT	\$90
Field Technician	FT	\$85
Source Inspector	SI	\$90
Ultrasonic Weld Testing	UST	\$155
Magnetic Particle Testing	MPT	\$155

<u>Field Technical (Prevailing Wage)</u>	<u>Code</u>	<u>Rate</u>
Certified Welding Inspector	CWIP	\$165
Structural Welding Inspector	SWIP	\$155
Certified Concrete/Masonry Inspector	CCIP	\$155
Structural Bolting Inspector	SBIP	\$155
Structural Steel Inspector	SSIP	\$155
Reinforcing Steel Inspector	RSIP	\$140
Epoxy/Grout Dowel Inspector	EDIP	\$140
Field Engineer/Geologist	FEGP	\$140
Field Groundwater Geologist	FGGP	\$145
Senior Field Technician	SFTP	\$120
Field Technician	FTP	\$115
Source Inspector	SIP	\$120
Ultrasonic Weld Testing	USTP	\$205
Magnetic Particle Testing	MPTP	\$205

**SGS SCHEDULE OF FEES**

<u>Office and Laboratory Technical</u>	Code	Rate
Project Coordination	PC	\$85
Laboratory Technician	LT	\$90
Office Supplies/Clerical	OS	\$65
Outside Services		115%
Job Supplies/Reproduction/Postage		115%

<u>Equipment Rental</u>	Code	Rate
Rebar Locator	RL	115%
Ultrasonic Weld Tester	UWT	115%
Magnetic Weld tester	MWT	115%
Diamond Coring Rig	DCR	\$80
Torque Wrench/Skidmore	TWS	\$80
Water Quality Probe	WQP	\$50
Water Level Sounder	WLS	\$25

<u>Vehicle, Travel, and Per Diem</u>	Code	Rate
Mileage	MI	\$.70/mi
Travel Time (200-mile max)	TT	\$85
Room and Board	RB	115%
Meals	M	\$40

LABORATORY TESTING

<u>Soils and Aggregates</u>	Code	Test Method	Rate
Proctor (Standard Effort-4")	SDC4	ASTM D698	\$225
Proctor (Modified Effort-4")	MDC4	ASTM D1557	\$230
Proctor (Modified Effort-6")	MDC6	ASTM D1557	\$250
Proctor (Rock Correction)	RC	ASTM D4718	\$160
Proctor (Check Point)	CKPT	ASTM D1557	\$55
Wet Density (Caltrans Tube)	CCT	CT 216	\$225
Durability Index	DI	ASTM D3744/CT 229	\$225
Hydrometer	HY	ASTM D422	\$215
Plasticity Index	PI	CT 204	\$305
Liquid Limit	LL	ASTM D4318	\$165
Plastic Limit	PL	ASTM D4318	\$165
R-Value (CA/NV Untreated)	RV	ASTM D2844/CT 301	115%
Sand Equivalent	SE	ASTM D2419/CT 217	\$115
Sieve Analysis	SA	ASTM C136/CT 202	\$115
Sieve Analysis with 200 Wash	SAW	ASTM C117	\$145
Specific Gravity (Coarse)	SGC	ASTM C127/CT 206	\$135
Specific Gravity (Fine)	SGF	ASTM C128/CT 207	\$135

**SGS SCHEDULE OF FEES**

Cleanness Value	CV	CT 227	\$105
Fractured/Crushed Particles	FP	ASTM D5821/CT 205	\$155
Unit Weight	UWA	CT 212	\$105

Shear and Consolidation

	Code	Test Method	Rate
Direct Shear (Undisturbed, 3-Point)	UST	ASTM D3080	\$215
Direct Shear (Remolded, 3-Point)	RST	ASTM D3080	\$235
Consolidation (8-Point)	CON	ASTM D2435	\$355
Additional Points			\$55

Concrete

	Code	Test Method	Rate
Compressive Test Cylinder	CCT	ASTM C39	\$43
Compressive Test Grout Sample	CTGS	ASTM C39	\$43
Compressive Test Grout Prism	CTGP	ASTM C39	\$65
Compressive Test Mortar Cylinder	CTMC	ASTM C39	\$43
Compressive Test Shotcrete Core	CTSC	ASTM C39	\$43
Oven Dry Density	ODD	ASTM C567	\$125
Equilibrium Density	EDD	ASTM C567	Request

Asphalt and Pavement

	Code	Test Method	Rate
Asphalt Extraction by Ignition	IGN	CT 382	\$250
Aggregate Gradation of Extracted Sample	GES	CT 202	\$115
Moisture Content of Asphalt	MCA	CT 370	\$105
Specific Gravity of Asphalt Core	SGAC	CT 308	\$60
Theoretical Max Specific Gravity/Density	RICE	CT 309	\$165
Stabilometer Test	HVEEM	CT 366	115%



47 1st Street, Suite 1
 Redlands, CA 92373-4601
 (909) 915-5900

Rate Sheet

Personnel Category Rates : Charges will be made at the Category rates set forth for the time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time to and from the job site, etc.

Position Title	Assigned hourly rate for the duration of the contract
Principal In Charge	\$157.00
Senior Regulatory Specialist	\$157.00
Program Manager	\$157.00
Senior Ecologist	\$140.00
CEQA/NEPA Specialist	\$140.00
Environmental Project Manager	\$140.00
Environmental Site Manager	\$140.00
Public Outreach Specialist	\$140.00
Senior Biologist	\$140.00
FAA Licensed UAV Pilot	\$135.00
Biologist	\$128.00
Field Biologist	\$110.00
CADD/GIS Specialist	\$110.00
Project Analyst	\$105.00
General Construction Monitor	\$105.00
Administrative	\$ 65.00

Expenses Billed At Cost:

Travel (non-automobile)
 Lodging
 Auto and Truck Rentals
 Specialty Equipment and Rentals
 Delivery Services
 Printing (Blueprints, Photo Services, Color Copies
 Specialty Supplies)

Other Direct Cost:

Auto Mileage (at current IRS rate)
 Agency Permit Fees (At Cost)
 Subconsultants – Cost Plus 3%



19 Sharna Circle
Crowley Lake, CA 95546

**Prevailing Wage
Pricelist 2020**

Categories	Hourly Rate
Survey crew (Prevailing Wage)	\$260
Calculation time	\$100
Project Coordination	\$100
Boundary Map Research	\$100
Drafting	\$100



ZTC Hourly Rate 2020

Type of Service	Title	Qualification	Hourly Rate
Project Management	PM	PE	\$210
Engineering Service	Senior Quality Engineer	PE / CQA	\$184.80
	Quality Engineer	PE	\$115.50
	Assistant Engineer	EIT	\$80.85
QA Source Inspection Services	QA Inspector	CWI, PCI II/III, ASNT NDT UT/MT	\$109.15 ^{1,2}
QA Field Inspection Services (Prevailing)	QA Inspector	CWI, PCI II./III, ASNT NDT UT/MT	Per DIR requirements

¹ Minimum four hours charge for inspection services

² Overtime rate applies after 8 hours on the job on the weekdays and any hours worked on Saturday, Sunday, and Holidays.

Other Direct Cost***

Item	Quantity	Approx. Unit Cost	Total Amount
Millage	TBD (Federal Rate)	\$ 0.575 / mile	TBD
Travel in-State	TBD (Caltrans Policy)	Approx. \$600 / Trip	TBD
Travel Out-of-State	TBD (Caltrans Policy)	Approx. \$1,200 / Trip	TBD
Bearing Pad / Elastomer Testing	TBD (ZTC Sub ***)	\$1,500 / Unit	TBD
Epoxy Coating Testing	TBD (ZTC Sub ***)	\$150 / Per Sample	TBD
Strand Testing	TBD (ZTC Sub ***)	\$180/ Per Test	TBD
Anchor Bolt Testing	TBD (ZTC Sub ***)	\$350 / Per Set	TBD
Hoop Testing / Couplers (<#11)	TBD (ZTC Sub ***)	\$160 / Per Sample	TBD
High Strength Bolts	TBD (ZTC Sub ***)	\$155 / per bolt set	TBD
Prestressing Components	TBD (ZTC Sub ***)	\$125 / per sample	TBD

*** This approximate cost. All the sub invoices are pass through. ZTC does not markup the subs invoices.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES**

TERM:

FROM: July 7th, 2020 TO: December 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

Professional Liability (Errors and Omissions): appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher

Attachment D: Insurance Requirements for Professional Services

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Attachment D: Insurance Requirements for Professional Services

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3523

Notice of Completion for Diaz Lake ADA Boat Dock Project Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Request Board approve Proposed Resolution No. 2023- 05 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Diaz Lake ADA Boat Dock Project," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

At the September 27th, 2022 meeting of the Board of Supervisors, your Board awarded the construction contract for the Diaz Lake ADA Boat Dock Project to Clair Concrete, Inc. of Bishop, California in the amount of \$113,260.00. The final construction contract amount is \$113,260.00.

Clair Concrete, Inc., recently completed work on the Diaz Lake ADA Boat Dock Project. On January 6th, 2023, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director.

Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project.

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

FISCAL IMPACT:

Funding Source	Non General Fund (State Grant - Diaz Lake Boat Dock)	Budget Unit	670300
Budgeted?	Yes	Object Code	5640
Recurrence	One Time - Project Completed		
Current Fiscal Year Impact			
N/A			

Future Fiscal Year Impacts
N/A
Additional Information
N/A

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the proposed Resolution authorizing the Public Works Director to file a Notice of Completion and the Contractor would not be paid his retention.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Diaz Lake ADA Boat Dock Project Resolution and Notice of Completion

APPROVALS:

Darcy Ellis	Created/Initiated - 2/16/2023
Greg Waters	Approved - 2/16/2023
Darcy Ellis	Approved - 2/16/2023
Breanne Nelums	Approved - 2/16/2023
Michael Errante	Approved - 2/16/2023
John Vallejo	Approved - 2/16/2023
Amy Shepherd	Final Approval - 2/16/2023

RESOLUTION #2023 -

**“A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
DIAZ LAKE ADA BOAT DOCK PROJECT”**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Diaz Lake ADA Boat Dock Project has been completed by Clair Concrete, Inc. in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Diaz Lake ADA Boat Dock Project.

Passed, approved, and adopted this _____ day of _____ 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jen Roeser, Chairperson, Board of Supervisors

ATTEST:

Nate Greenberg, Clerk of the Board

by _____
Nate Greenberg, Clerk

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

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93515**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Diaz Lake ADA Boat Dock Project on the property hereinafter described was completed on January 26, 2023 and was accepted by the Board of Supervisors, County of Inyo on February 21, 2023
2. The property on which the Diaz Lake ADA Boat Dock Project has been completed and is located on is at 5007 South Main Street, Lone Pine, CA 93545
3. Los Angeles Department of Water & Power, the address of which is 111 N Hope Street, Los Angeles, CA 90012 owns and maintains the property located at 5007 South Main Street, Lone Pine, CA 93545
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted February 21, 2023 by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Diaz Lake ADA Boat Dock Project, pursuant to contract with the County, is Clair Concrete, Inc.

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

COUNTY OF INYO

Dated:

By: _____
Michael Errante, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

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

Dated: _____

Michael Errante



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3489

Appointments to Fill Vacancies on the Water Commission Water Department ACTION REQUIRED

ITEM SUBMITTED BY

Aaron Steinwand, Water Director

ITEM PRESENTED BY

Aaron Steinwand, Water Director

RECOMMENDED ACTION:

Request Board consider the Letters of Interest received for re-appointment to the Water Commission and appoint two Water Commissioners with a term ending December 31, 2026; and appoint one Water Commissioner to complete a term ending December 31, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Water Commission currently has three vacancies, two with a term ending December 31, 2022 and one with a term ending December 31, 2023. The Assistant Clerk of the Board has advertised this vacancy in accordance with County policy. Prior to the application deadline, two Letters of Interest were received from Teri Red Owl and Paul Huette seeking re-appointment to the Commission to complete a four (4) year term of office ending December 31, 2026 and one was received from Robert Dan Berry to complete the term ending December 31, 2023.

FISCAL IMPACT:

Additional Information			

Water Commission stipends and travel expenses are budgeted and paid from the Water Department budget (024102).

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Not appoint a Commissioner at this time and re-advertise to fill the vacancy.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Paul Huetten - Request for Reappointment
2. Teri Red Owl - Request for Reappointment
3. Dan Berry - Request for Appointment

APPROVALS:

Laura Piper	Created/Initiated - 2/2/2023
Holly Alpert	Approved - 2/2/2023
Aaron Steinwand	Approved - 2/3/2023
Darcy Ellis	Approved - 2/8/2023
Laura Piper	Approved - 2/8/2023
Nate Greenberg	Final Approval - 2/15/2023

P.O. Box 217
Big Pine, CA 93513
Cell: (760) 638-3374
Email: paulhuetten@yahoo.com

December 16, 2022

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

Via email to dellis@inyocounty.us

Subject: Application for Inyo County Water Commission

Dear Supervisors:

Please consider my request to continue serving on the Inyo County Water Commission. I am an enrolled member of the Big Pine Paiute Tribe of the Owens Valley, and I am very passionate about water and the future of water for the people and places in the Owens Valley (Payahuunadú). My concern for my home leads me to be actively involved in our community and work hard to address problems, large and small. In addition I am:

- Employed full time as Water and Wastewater Operator for the Big Pine Paiute Tribe of the Owens Valley. Possess the credentials to manage a public water system.
- A Captain on the Big Pine Volunteer Fire Department.
- Elected by the Tribal community to serve on the Owens Valley Indian Water Commission, the Big Pine Tribal Environmental Advisory Board, and the Tribe's Housing Committee.
- Elected by the Big Pine community to serve on the Big Pine Unified School District Board of Trustees, where I serve as President.

Should you have questions for me, I may be reached at the contact information listed above. I look forward to serving the County on the many important water issues.

Sincerely,



Paul Huetten

Teri Red Owl

234 S. PaHa Lane • Bishop, CA 93514 • 760-937-2426

December 6, 2022

Honorable Dan Totheroh, Board Chairperson
Honorable Jennifer Roeser, Vice Chairperson
and Honorable Board of Supervisors
County of Inyo
P.O. Drawer N
Independence, CA 93526

Re: Inyo County Water Commission – Request for Reappointment

Dear Honorable Totheroh, Roeser, and Honorable Supervisors:

I am writing to respectfully request you reappoint me to the Inyo County Water Commission. My term expires on December 31, 2022. I hope to continue to serve the residents of Inyo County in my capacity as a Water Commissioner.

I believe the Water Commission is an important forum that assists with getting information to the public and receiving the public's input on a variety of water-related topics in Inyo County. It is also a body that helps to ensure the agreements between Inyo County and Los Angeles are implemented and followed.

I have always done my best to ensure that the Inyo County Water Commission fosters an atmosphere of public participation and open dialog. I have also worked hard to advocate for the health of our environment while balancing the City of Los Angeles's right to export water from Inyo County.

I have dedicated the necessary time and I am fully committed to serve another term on the Inyo County Water Commission to help protect the beautiful place Inyo residents call home. I have enjoyed serving on the Water Commission and hope to be re-appointed.

Thank you for your consideration.

Sincerely,



Teri Red Owl

-----Original Message-----

From: Dan Berry <rdanberry@me.com>
Sent: Thursday, January 26, 2023 2:30 PM
To: Darcy Ellis <dellis@inyocounty.us>
Cc: Matt Kingsley <mkingsley@inyocounty.us>
Subject: Inyo County Water Commision

Hi Darcy,

I am requesting consideration for appointment to fill the vacancy on the Inyo County Water Commission. I am a Lone Pine resident, and have a strong understanding of the current and historical water issues in Inyo County and the Owens Valley in particular. I served on the Inyo County Planning Commission in the late 1990's including serving as the chair for one year.

Please let me know if you need additional background or other information to be considered for this position.

Thank you and best regards,

Robert D. "Dan" Berry
rdanberry@me.com
(530)228-3297



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3497

Fiscal Year 2022-2023 Mid-Year Financial Report County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Denelle Carrington, Senior Budget Analyst

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Request Board:

- A. Accept the Fiscal Year 2022-2023 Mid-Year Financial Report as presented;
- B. Approve the specific budget action items and recommendations discussed in the report, and represented in Attachments A & B (4/5ths vote required); and
- C. Direct staff to continue the emphasis on revenue attainment and expense savings in order to maximize year-end Fund Balances.

BACKGROUND / SUMMARY / JUSTIFICATION:

Introduction

The *County Budget Control and Responsibility & Extraordinary Budget Controls Policy* (Attachment C) requires department heads to submit Mid-Year and Third Quarter Financial Reports to the County Administrator. These reports are to provide projections of expenditures, revenues, and Net County Cost for the fiscal year and provide explanations and corrective action plans in the case of over-expenditures or under-realizations of revenues.

The County Budget Team, consisting of the County Administrative Officer (CA), Auditor-Controller, and Senior Budget Analyst, use these reports from departments to prepare and submit the Mid-Year financial Report and the Third Quarter Financial Report to the Board of Supervisors. In order to submit a useful report to the Board, it is incumbent upon and expected of, each department to supply thoughtful and accurate information.

The Mid-Year reports are particularly important to ensure that the County maintains course with regard to Budget. Failure to identify and address changed budget conditions during the Mid-Year process leaves precious little time for your Board to make course corrections later in the year. At Third Quarter there are fewer options available and those that are available are often more drastic than would otherwise be necessary to ensure that the County's budgets remain balanced through the end of the fiscal year.

Overview

Based on their Fiscal Year 2022-2023 Mid-Year submittals, County departments are, generally,

managing their current budgets consistent with their projected revenues and the Board-approved appropriations contained in the Fiscal Year 2022-202 County Budget. With the exceptions noted herein, departments are reporting that their revenue projections remain on target, and that their expenditures will stay within appropriations.

As recommended, the Mid-Year Budget presented for your Board's approval remains balanced by a combination of:

- A. Contributing \$183,533 to General Fund Contingencies, which is a direct result of taking salary savings from General Fund Budgets that have current or unfilled vacancies for the first part of the fiscal year. This allowed revenue losses or increased expenditures to be covered without depleting contingencies.
- B. Utilizing \$9,294 move in Fund Balances from various non-General Fund budgets. Overall, with the recommended increases, the County Budget relies on a total of \$8,601,514 in non-General Fund Balances instead of the \$8,592,220 in the Fiscal Year 2022-2023 Working Budget.

The overall effect of the departments' Mid-Year projections is that the recommended Mid-Year Budget changes the County's Working Budget as follows:

Fiscal Year 2022-2023	Board Approved Budget	Working Budget	Mid-Year Budget
County Budget			
Revenues	\$121,467,746	\$122,275,965	\$123,616,155
Expenditures	\$131,981,852	\$138,686,337	\$140,035,821
Net County Cost	\$10,514,106	\$16,410,372	\$16,419,666
General Fund			
Revenues	\$73,803,176	\$74,181,176	\$74,021,785
Expenditures	\$79,585,818	\$81,999,328	\$81,839,937
Net County Cost	\$5,782,642	\$7,818,152	\$7,818,152

The increase in revenues between the Fiscal Year 2022-2023 Board Approved Budget and Fiscal Year 2022-2023 Working (or, "Current") Budget reflects budget amendments approved by your Board of Supervisors since the County Budget was approved last September. Based on department requests, this Mid-Year Financial Report recommends further increasing certain revenue projections from those in the Working Budget. This is due, primarily, to increases in the Bishop Airport Budget, Road Budgets, CAO-ACO Budget, and the Recycling and Waste Management Budget, which allows the department to recognize additional funds to provide services. The even greater increase in expenditures between the Fiscal Year 2022-2023 Board Approved Budget and Fiscal Year 2022-2023 Working budget reflects the mechanics of rolling prior years' encumbrances into the current year's Board Approved Budget after adoption of the Budget.

The apparent increase in Net County Cost from the Board Approved Budget to the Working and Mid-Year Budgets is not necessarily a cause for concern. This is because prior years' encumbrances are not calculated as part of the prior year's year-ending Fund Balance. So, when the gap between revenues

and expenditures increases in the Working Budget, or in the Mid-Year Budget, the difference between the shortfall and Fund Balance can usually be attributed to the amount of the prior years' encumbrances. This year, prior years' encumbrances amounted to a total of \$6,704,485, of which \$2,413,510 was in the General Fund. *(When a General Fund department unencumbers funds from a previous fiscal year, the monies are not left in that department's budget, but are transferred into the General Fund Contingencies Budget.)*

Background

The instructions for the Mid-Year Financial Review submittal process continue to stress the importance of department heads accurately projecting revenues since, as already mentioned, meaningful corrective action needs to be taken as part of the Mid-Year financial Report (not later) if revenues are likely to be unrealized. Similar to recent years, department heads with budgets that, as of December 31, 2022, failed to realize at least 40% of the revenue in any revenue category (e.g., Charges For Current Services, Other Revenue, etc.) were required to provide a written explanation as to why, and indicate whether the revenue estimates will still be met. Similarly, if more than 60% of appropriations in any object category (e.g., Services and Supplies, Internal Charges, Salaries and Benefits, etc.) were expended in a specific budget as of December 31, 2022, the department head was asked to explain the reason.

Also similar to previous years, departments were: (1) asked to refrain from requesting the use of General Fund Contingencies money without first developing a corrective action plan and submitting it with their Mid-Year Budget request to address all revenue shortfalls and/or over-expenditures; and (2) in most cases, prevented from moving Salaries and Benefits cost savings (associated with vacant positions) to other appropriation object codes representing ongoing costs.

This Fiscal Year, the Budget Team reviewed all of the General Fund Budgets and utilized salary savings from vacant positions to cover known revenue shortages or expenditure increases within the General Fund.

Process

In an effort to facilitate the Mid-Year review process, departments are asked to enter their Mid-Year Budget projections directly into the County's Financial System (ONESolution). The Mid-Year budget changes being requested by the departments, and recommended by the CAO, are reflected in the Mid-Year column in the attached ONESolution reports (Attachments A and B). If approved by your Board (*4/5's vote required*), the Mid-Year projections will become the new Working Budget.

Most of the Mid-Year projections entered into ONESolution represent appropriation change requests that, under the County's *County Budget Control and Responsibility & Extraordinary Budget Controls Policy* (Attachment C), can be approved by the County Administrative Officer and/or the Auditor-Controller (e.g., appropriation changes between object codes). These perfunctory appropriation changes are included as part of the Mid-Year Financial Review because, since these policies also allow departments to continue spending within budget appropriations at the object category (as opposed to object code) levels, departments have been encouraged to save these routine appropriation change requests until the Mid-Year and Third Quarter Financial Review processes in order to cut down on unnecessary appropriation change paperwork.

By policy, some changes - such as appropriating new revenue, transferring money between funds or budget units, and appropriations in Contingencies - require approval by the Board of Supervisors (*4/5's vote*). Budgets with appropriation changes requiring Board approval (*4/5's vote*) are discussed below in addition to being quantified in Attachments A and B.

Other Significant Issues

The following are trends and issues, not necessarily discussed elsewhere, that are worth examining in this Mid-Year Financial Report because they directly and/or materially affect the Mid-Year process, or

otherwise have the ability to influence the County's fiscal position through the end of the Fiscal Year as well as affect next year's County Budget. Some of these issues have a revenue or expense component that could necessitate budget amendments later this fiscal year.

Sales Tax. As of December 31, 2022 the County sales tax is reported at \$827,995, or 50% of projected revenue totaling \$1,650,000, while only having received 5 months of sales receipts from the State, which indicates the County is on track to meet the budgeted revenues for this fiscal year.

Hotel Transient Occupancy Tax Revenue. TOT revenue at this point is still recovering from COVID shutdowns and COVID restricted travel from European countries. The County has not yet reached Pre-COVID levels of travelers from Europe. The extreme weather resulting in the closure of Highway 190 had a negative impact in the Death Valley and Lone Pine area, resulting in lower than normal TOT collections. Finally, several operations took advantage of the mandated shutdowns and began facility improvements. Most are almost fully back online and the County is beginning to see the upward movement to TOT collections. As of 02/13/2023, the County has received \$1,918,187, which is a 20.14% increase over the previous year. As long as no travel restrictions return, the County should make the revenue projection of \$3,800,000. The Budget Team will keep a close eye on this revenue stream and reevaluate during the Third Quarter Budget Review if any changes need to be implemented.

Fiscal Year 2022-2023 Mid-Year Status

Personnel Changes:

The following changes are requested to correct items that should have been included in the Fiscal Year 2022-2023 Budget, or are new requests that can not wait until the next fiscal year due to new funding or grant opportunities:

1. Delete one (1) Public Works Deputy Director
2. Change one (1) job title from Public Administrator Guardian Assistant Director to Public Administrator Guardian Deputy
3. Increase the Authorized Staffing in Administration by adding the following two positions:
 - a. One (1) Eastern Sierra Council Of Governments (ESCOG) Executive Director
 - b. One (1) Regional Broadband Coordinator
4. When the Information Services Director position is officially vacated, change the Information Service Director title to Chief Information Officer and the salary to a Range 160 (\$11,109-\$13,503), which aligns with the Board of Supervisors approved Salary Banding that was done in the previous fiscal year.
5. Change one (1) job title from Assistant Director Information Services to Assistant Chief Information Officer.

GENERAL FUND:

General Fund budgets with significant Mid-Year changes, requiring your Board's approval (*4/5's vote required*) are discussed below in addition to being identified in Attachment A.

Animal Shelter (023900). Revenues and expenditures have been increased by \$4,000 to facilitate the increase in the purchase of a horse trailer that was included in the Board Approved Budget. There is no change to the Net County Cost.

Assessor (010600). Revenues in this budget have been reduced by \$40,000 in Operating Transfers In. The expenditures in Professional Services have also been reduced by \$40,000. In the Board Approved Budget there was a total of \$70,000 approved for the Coso Geothermal assessment. This contract has not yet been executed or discussed, so the revenues and expenditures have been reduced accordingly. Additionally, Salaries and Benefits have been reduced by \$181,159 to recognize the savings from current vacant positions. The General Fund Contingencies Budget has been adjusted accordingly.

CAO - General (010200). Salaries and Benefits have been decreased by a total of \$46,243 to recognize salary savings for current vacant positions. The General Fund Contingencies Budget has been adjusted.

Contingencies (087100). As discussed above and below, in total, General Fund Contingencies have been increased by a total of \$183,533. The total Salary and Benefit savings from all General Fund Budgets total \$721,635. These savings were used to cover additional transfers, shortfalls in revenue and increases in expenditures in various General Fund Budgets. All of the changes are listed within each individual budget explanation.

County Clerk - General (010300). The department decreased revenues by \$47,681 due to lower Property Transfers and Recording Fees, and decreased expenditures by \$9,053. This results in an increased Net County Cost of \$368,178. However, the department made additional changes in the Elections Budget which resulted in the overage being covered, and also contributed additional funding to the General Fund Contingencies Budget. Department heads do have the ability to move funding from other budgets or cover overages within their department as a whole. All of these changes are discussed further below in the Elections paragraph.

County Library (066700). The department increased revenues by \$8,084 to recognized additional grant funding available. Expenditures were increased by \$6,613 in order to spend the additional funds. The total net change results in a contribution to the General Fund Contingencies Budget.

Economic Development (010202). The department requested an increase of \$75,000 in expenditures in order to fund a consultant for future emergency services. The increase in Net County Cost results in a contribution from the General Fund Contingencies Budget.

Elections (011000). The department made an overall increase in revenues of \$9,556 to recognize actual funds received in Election revenues. Expenditures were reduced overall by \$71,614 in Salaries and Benefits and Services and Supplies. The total decrease to Net County Cost is \$81,170. Of that increase \$38,178 is utilized to cover the increase in the County Clerk Budget (as discussed above) and the remaining \$42,992 is placed in the General Fund Contingencies Budget.

Environmental Health (045400). The Salaries and Benefits in this budget have been reduced by \$41,605 to recognize savings from current vacant positions. The General Fund Contingencies budget has been adjusted.

ESCOG - Operating (011403). This budget is being established during the Mid-Year process. Revenue and expenditures are increased by \$59,225 to cover the salary and benefit costs along with items needed for the new staff person. There is no cost to the General Fund for this position as all costs are 100% reimbursable.

General Relief (056500). The department increased revenue in SSI/SSP by \$17,505 to recognize actual revenues received to date. The General Fund Contingencies Budget has been adjusted.

General Revenues & Expenditures (011900). Revenues have been increased in Operating Transfers Out by \$313,000. There is an additional transfer of \$35,000 into Deferred Maintenance and a transfer of \$278,000 to Recycling & Waste Management. The General Fund Contingencies has been reduced to cover the increase in the Net County Cost.

Information Services (011801). The Salaries and Benefits in this budget have been reduced by \$61,789 to recognize savings from vacant positions. The General Fund Contingencies Budget has been adjusted.

Inyo County GOLD (056100). The department reduced expenditures by \$1,777, which resulted in the deletion of this budget. All revenues and expenditures for this budget were absorbed into the ESAAA Budget during the budget process, and this action just cleans up the budget. The General Fund

Contingencies have been adjusted.

Jail - General (022900). The Salaries and Benefits have been reduced by \$41,199 to recognize savings from vacant positions. The General Fund Contingencies have been adjusted.

Maintenance - Building & Grounds (011000). Salaries and Benefits have been reduced by \$23,267 to recognize savings from vacant positions. The General Fund Contingencies have been adjusted.

Parks & Recreation (076999). The department increased expenditures by \$43,927 due to an oversight during the budget process. Additionally, Salaries and Benefits were reduced by \$71,654 to recognize savings from vacant positions. The overall net reduction of \$27,727 is put in the General Fund Contingencies Budget.

Probation - General (023000). The Salaries and Benefits have been reduced by \$126,981 to recognize savings from vacant positions. The General Fund Contingencies Budget have been adjusted.

Public Guardian (023600). The Salaries and Benefits have been reduced by \$12,695 to recognize savings from vacant positions. The General Fund Contingencies Budget have been adjusted.

Public Works (011500). The Salaries and Benefits have been reduced by \$110,126 to recognize savings from vacant positions. The General Fund Contingencies Budget have been adjusted.

Sheriff - General (022700). Revenues and expenditures have been increased to \$78,669 in order to recognize additional COPS funding that is set to expire at the end of the fiscal year. This will facilitate the expenditure of the funds in the current fiscal year. There is no change to the Net County Cost.

Treasurer-Tax Collector (010500). The department decreased revenues in the Delinquent Tax Sale Fee by \$299,950 in order to transmit that the department will not be able to have the sale in the current fiscal year due to staffing shortages. Revenues were increased in Unclaimed Funds by \$47,726 and a further increase of \$3,925 was put into the Miscellaneous Revenues to recognize actual revenue received to date. The result is a total decrease of \$248,749. The department reduced expenditures by \$34,902 in Services and Supplies. Salaries and Benefits were reduced by \$48,844, which results in a total reduction of \$83,746 in expenditures. The increase of \$165,003 in Net County Cost has been covered by an adjustment to the General Fund Contingencies.

NON-GENERAL FUND:

Non-General Fund budgets with significant Mid-Year changes, requiring your Board's approval (4/5's vote required), are discussed below in addition to being justified in Attachment B.

Bishop Airport (150100). The department increased revenue by \$385,635 due to an increase in the sales of fuel. Expenditures were increased by \$316,571 to facilitate the purchase of additional fuel, higher Motor Pool expenses and higher utility expenditures. The total results in a contribution to the Net Cost to Fund.

CAO - Accumulated Capital Outlay (010201). The department increased expenditures by \$18,000 in External Charges to recognize the administrative expenses for the Clean Air Project Program II (CAPP II). This action allows the department to reimburse the Water Department for any administrative time spent on the CAPP II program, as the administrative revenue for this program currently sits in fund balance. Revenues were increased by \$431,701 from the CAO-COVID19 budget to recognize the fund balance available from that budget. The Net Cost to Fund has been adjusted.

CAO – General Relief Fund (010205). The department decreased expenditures by \$19,567 in order to more accurately account for the actual expenditures needed in this fiscal year. The Net Cost to Fund has been adjusted accordingly.

CAO – COVID19 (010208). Expenditures in Professional Services have been reduced from \$12,550 to zero. Expenditures in Operating Transfer Out have been increased by \$431,701 to transfer the fund balance into the CAO-ACO Budget. The Net Cost to Fund is adjusted accordingly.

Deferred Maintenance (011501). Revenues have been increased in Operating Transfers In by \$35,000 from the General Revenues and Expenditures Budget. Expenditures have also been increased in Structures & Improvements by \$35,000. This increase will facilitate the paint and carpet for the old Environmental Health space and the pending move of Public Works staff into that space. There is no change to the Net Cost to Fund.

ES Weed Management Grant (621300). The department increased revenue in Sales of Fixed Assets by \$20,500. The Net Cost to Fund has been adjusted.

First Five Commission (643000). Expenditures are increased by \$17,708 in Professional Services to facilitate additional contracts. There are sufficient funds in fund balance to facilitate this increase and the Net Cost to Fund has been adjusted.

Geothermal (010406). Expenditures have been reduced by \$40,000 to recognize the decrease in the Assessors Budget. The Net Cost to Fund results in less fund balance being utilized.

Homeland Security Grant 22-23 (623722). The department increased revenues and expenditures by \$93,103 to recognize the revenue and expenditures for this budget.

Independence Lighting (800101). The department increased expenditures in External Charges by \$12,500. There is sufficient fund balance to cover this increase and the Net Cost to Fund has been adjusted.

IMBC - Inyo Mono Broadband Consortium (612300). This budget is being established during this Mid-Year process. Revenue and expenditures are increased by \$78,946 in order to fund the new position and any items needed to perform their duties during the beginning of this new grant. There is no Net Cost to Fund as all expenses are eligible for reimbursement.

LATA - Local Agency Technical Assistance (612200). This budget is being established during this Mid-Year process. Revenue and expenditures are increased by \$15,000 in order to fund any items that are purchased or are done in the current fiscal year. There is no Net Cost to Fund as all expenses are eligible for reimbursement.

Motor Pool – Operating (200100). The department increased revenues in Insurance Payments by \$4,393; and Sales of Fixed Assets by \$14,000 for a total increase of \$18,393. Expenditures were also increased by \$18,393 to account for higher Motor Pool expenses. There is no change to the Net Cost to Fund.

Motor Pool – Replacement (200200). The department increased Sales of Fixed Assets by \$14,000. The Net Cost to Fund is adjusted accordingly.

Recorders Micrographic/System (023401). Revenues have been decreased in Recorder Micrographic Fees by \$4,368; and Recorders System Updates Fees by \$5,921 to represent more accurately what will be received by the end of the fiscal year. Revenues have been increased in Interest From Treasury by \$100; and NSF Charges by \$10 to reflect the actual revenues received. The total change in revenue is a reduction of \$10,179. Expenditures have also been reduced by \$10,179. There is no change to the Net Cost to Fund.

Recycling & Waste Management (045700). Revenues in this budget have been increased in Operating Transfers In by \$278,000 and expenditures have also been increased by \$278,000. There is no change to the Net Cost to Fund.

Road (034600). The department increased revenue in State Other by \$40,000 and increased expenditures in North Round Valley Road by \$40,000 to cover an increase in the project. Additionally, expenditures have been increased in Operating Transfers Out by \$116,921 into the State Funded Road Budget due to an increase in the Lone Pine Streets Rehab project. There is sufficient fund balance available to cover the increase in the Net Cost to Fund.

Salt Cedar Project (024502). The department decreased expenditures in Motor Pool by \$2,000. The Net Cost to Fund has been adjusted accordingly.

State Funded Road (034601). The department increased revenue in Operating Transfers In by \$116,921 from the Road Budget and increased expenditures in Lone Pine Streets Rehab by \$116,921 to cover increased costs to the project. The Net Cost to Fund remains the same.

Tobacco Tax Grant 22-25 (640322). The department increased revenue in Operating Transfers In by \$13,571 to recognize the actual allocation for this Fiscal Year. Expenditures were increased by \$10,697 in Advertising, Cell Phones, and Office, Space & Site Rental. The Net Cost to Fund has been adjusted.

Water Department (024102). The department decreased revenue in Other Agencies by \$25,895 to accurately reflect the amount to be received by the end of the fiscal year. Expenditures were decreased by a total of \$1,175. There is sufficient fund balance available to facilitate this request.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded	Budget Unit	All County Budgets
Budgeted?	Yes	Object Code	
Recurrence	Annual Mid-Year Financial Review		
Current Fiscal Year Impact			
This is the standard annual Mid-Year Financial Review. Fiscal details can be found in the attached accompanying documents.			
Future Fiscal Year Impacts			
Additional Information			

The immediate financial impacts to the County from this Mid-Year Financial Review are reflected in the discussion and recommendations above and included in Attachments A and B (Attachment A represents the General Fund Budget, and Attachment B represents the non-General fund Budget).

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

All County departments provided the information necessary to compile this report, which has been prepared in close collaboration with the County Auditor-Controller.

ATTACHMENTS:

1. 22-23 Mid-Year Financial Report Presentation
2. Attachment A - General Fund Income Statement and Mid-Year Budget Review
3. Attachment B - Non-General Fund Income Statement and Mid-Year Budget Review
4. Attachment C - Budget Control and Responsibility & Extraordinary Budget Controls (Revised 02.08.22)

APPROVALS:

Denelle Carrington

Darcy Ellis

Denelle Carrington

Amy Shepherd

Nate Greenberg

Created/Initiated - 2/8/2023

Approved - 2/8/2023

Approved - 2/9/2023

Approved - 2/9/2023

Final Approval - 2/15/2023



Mid-Year Financial Report

Fiscal Year 2022–2023

Mid-Year Financial Report

“These reports will provide a projection of the department’s expenditures, revenues and Net County Cost for the fiscal year and include reasons for over-expenditures and/or under-realization of revenues, along with a corrective action plan by the Department.”

County Budget Control and Responsibility Policy

Mid-Year Financial Review

Fiscal Year 2022-2023	Board-Approved Budget	Working Budget	Mid-Year Budget
County Budget			
Revenues	\$121,467,746	\$122,275,965	\$123,616,155
Expenditures	\$131,981,852	\$138,686,337	\$140,035,821
Net County Cost	\$10,514,106	\$16,410,372	\$16,419,666
General Fund			
Revenues	\$73,803,176	\$74,181,176	\$74,021,785
Expenditures	\$79,585,818	\$81,999,328	\$81,839,937
Net County Cost	\$5,782,642	\$7,818,152	\$7,818,152

General Fund Salary Savings

This year Salary Savings were utilized to cover the known shortages in revenues. Salary Savings were taken from current vacant positions or positions that were vacant earlier in the fiscal year. The following are the departments and amounts utilized:

1.	Assessor	\$181,159
2.	CAO	\$46,243
3.	Environmental Health	\$41,605
4.	Information Services	\$61,789
5.	Public Guardian	\$12,695
6.	Probation	\$126,981
7.	Public Works	\$161,120
8.	Sheriff	\$41,199
9.	Treasurer–Tax Collector	\$48,844
	TOTAL	\$721,635

Authorized Strength Changes

The following changes are requested to correct items that should have been included in the Fiscal Year 2022–2023 Budget, or are new requests that can not wait until the next fiscal year due to new funding or grant opportunities:

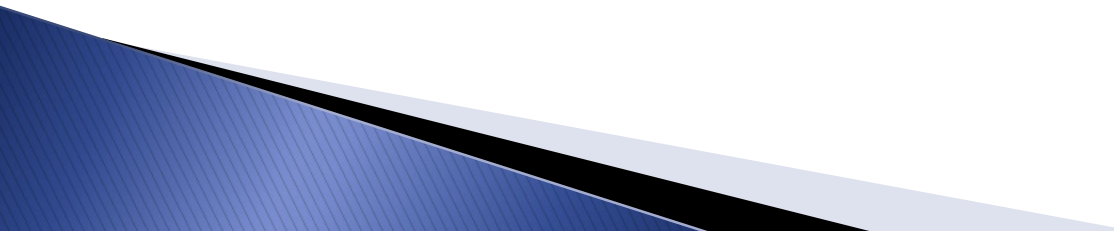
1. Delete one (1) Public Works Deputy Director
2. Change one (1) job title from Public Administrator Guardian Assistant Director to Public Administrator Guardian Deputy
3. Increase the Authorized Staffing in Administration by adding the following two positions:
 - a. One (1) Eastern Sierra Council of Governments (ESCOG) Executive Director
 - b. One (1) Regional Broadband Coordinator
4. When the Information Services Director position is officially vacated, change the title to Chief Information Officer and change to range to Range 160 (\$11,109–\$13,503), which aligns with the Board of Supervisors approved Salary Banding that was completed in the previous fiscal year.
5. Change one (1) title from Assistant Director Information Services to Assistant Chief Information Officer

Other Significant Issues

- ▶ Sales Tax – on track to meet budgeted revenue
- ▶ HTOT – On track to meet the revenue goals, as long as no travel restrictions return

Mid-Year Financial Review

Recommendations:

- ▶ Adopt Mid-Year Budget As Recommended
 - ▶ Stress revenue attainment and expense savings
- 

County of Inyo

BUD023 - Income Statement - General Fund
Mid-Year FY 2022-23

Run Date: 02/10/2023

	% of Budget	Mid-Year Budget	Actual as of 12/31/22	% of Actual to Budget	YTD as of 12/31/21
REVENUES BY TYPE					
TAXES - PROPERTY	22.0%	16,314,743	1,536,189	9.4%	1,222,470
TAXES - OTHER	5.2%	3,908,081	999,112	25.5%	723,406
TAXES - SALES	2.2%	1,650,000	827,994	50.1%	983,894
LICENSES & PERMITS	1.0%	777,087	331,803	42.6%	215,534
FINES & FORFEITURES	1.3%	1,026,692	434,146	42.2%	552,690
RENTS & LEASES	0.0%	25,000	3,750	15.0%	5,000
REV USE OF MONEY & PROPERTY	0.3%	239,098	100,374	41.9%	56,078
AID FROM OTHER GOVT AGENCIES	44.8%	33,234,098	13,272,133	39.9%	11,645,071
CHARGES FOR CURRENT SERVICES	14.6%	10,870,824	3,019,204	27.7%	4,209,976
OTHER FINANCING SOURCES	7.9%	5,867,409	2,747,612	46.8%	2,672,648
OTHER REVENUE	0.1%	108,753	77,982	71.7%	40,761
Total Revenues by Type	100.0%	74,021,785	23,350,304	31.5%	22,327,532
EXPENDITURES BY OBJECT CATEGORY					
SALARIES & BENEFITS	60.1%	49,248,396	23,884,931	48.4%	22,293,428
SERVICES & SUPPLIES	19.4%	15,906,310	6,533,634	41.0%	3,734,937
INTERNAL CHARGES	7.4%	6,077,154	2,504,714	41.2%	2,753,887
OTHER CHARGES	6.7%	5,496,839	2,190,990	39.8%	1,675,789
DEBT SERVICE PRINCIPAL	0.0%	69,622	34,717	49.8%	34,372
DEBT SERVICE INTEREST	0.0%	4,479	2,332	52.0%	2,677
FIXED ASSETS	1.3%	1,134,354	325,955	28.7%	4,288
OTHER FINANCING USES	3.4%	2,790,382	216,002	7.7%	191,996
RESERVES	1.3%	1,112,401			
Total Expenditures	100.0%	81,839,937	35,693,279	43.6%	30,691,378
Change in Fund Balance		(7,818,152)	(12,342,974)	157.8%	(8,363,845)

BUD023 - Income Statement - General Fund
 Mid-Year FY 2022-23

Run Date: 02/10/2023

	% of Budget	Mid-Year Budget	Actual as of 12/31/22	% of Actual to Budget	YTD as of 12/31/21
EXPENDITURES BY DEPARTMENT					
AGRICULTURAL COMMISSIONER					
AGRICULTURAL COMM / SEALER	0.9%	750,592	358,810	47.8%	325,326
ASSESSOR					
ASSESSOR	1.4%	1,179,042	539,783	45.7%	485,960
AUDITOR - CONTROLLER					
AUDITOR CONTROLLER - GENERAL	1.7%	1,460,305	783,367	53.6%	550,101
GENERAL REVENUE & EXPENDITURES	4.7%	3,858,526	792,220	20.5%	761,365
BOARD OF SUPERVISORS					
BOARD OF SUPERVISORS	1.3%	1,089,162	423,660	38.8%	368,750
CAO CULTURAL SERVICES					
ADVERTISING COUNTY RESOURCES	0.3%	312,653	172,718	55.2%	52,085
COUNTY LIBRARY	1.4%	1,173,809	574,123	48.9%	321,908
LAW LIBRARY	0.0%	27,397	3,886	14.1%	2,802
MUSEUM - GENERAL	0.4%	367,401	174,295	47.4%	128,026
CORONER					
CORONER	0.3%	275,325	158,584	57.5%	95,110
COUNTY ADMINISTRATIVE OFFICER					
CAO - GENERAL	1.2%	1,032,969	545,437	52.8%	435,316
CAO ECONOMIC DEVELOPMENT	1.3%	1,066,618	623,267	58.4%	126,696
CONTINGENCIES - GENERAL	1.0%	827,401			
ESCOG-OPERATING	0.0%	59,225			
GRANTS IN SUPPORT	0.1%	136,864	82,466	60.2%	40,426
INFORMATION SERVICES	3.5%	2,892,469	1,446,437	50.0%	1,236,636
OFFICE OF DISASTER SERVICES	0.5%	478,983	91,818	19.1%	64,984
PERSONNEL	2.1%	1,788,220	819,980	45.8%	352,785
PUBLIC DEFENDER	0.9%	776,050	704,402	90.7%	340,552
RISK MANAGEMENT	0.4%	382,349	152,778	39.9%	132,131
VETERANS SERVICE OFFICER	0.2%	195,952	95,808	48.8%	83,713
COUNTY CLERK					
COUNTY CLERK - GENERAL	0.6%	504,083	255,373	50.6%	193,829
ELECTIONS	0.6%	499,663	280,822	56.2%	245,785
COUNTY COUNSEL					
COUNTY COUNSEL	1.4%	1,147,437	635,153	55.3%	440,517
DISTRICT ATTORNEY					
DISTRICT ATTORNEY	1.6%	1,369,300	694,228	50.6%	633,708
DISTRICT ATTORNEY - SAFETY	1.1%	926,813	482,473	52.0%	438,968
ENVIRONMENTAL HEALTH					
ENVIRONMENTAL HEALTH - GENERAL	1.6%	1,320,815	634,065	48.0%	485,424
FARM ADVISOR					
FARM ADVISOR	0.1%	151,281	69,799	46.1%	76,857
HEALTH & HUMAN SERVICES					
CALIFORNIA CHILD SERVICE-ADMIN	0.1%	110,620	50,905	46.0%	53,363
CALIFORNIA CHILDREN SERVICE	0.0%	22,858	7,158	31.3%	6,535
CHILD HLTH AND DISABILITY PREV	0.0%	58,012	11,574	19.9%	18,130
COMMUNITY MENTAL HEALTH	10.7%	8,760,330	3,141,559	35.8%	3,097,804
FOSTER CARE - GENERAL	0.9%	775,000	386,699	49.8%	404,210
GENERAL RELIEF	0.2%	175,000	35,855	20.4%	47,982

County of Inyo

BUD023 - Income Statement - General Fund
Mid-Year FY 2022-23

Run Date: 02/10/2023

	% of Budget	Mid-Year Budget	Actual as of 12/31/22	% of Actual to Budget	YTD as of 12/31/21
HEALTH - GENERAL	4.4%	3,635,188	1,021,827	28.1%	1,077,722
INYO COUNTY GOLD					169,903
SOCIAL SERVICES - GENERAL	11.6%	9,527,379	3,762,120	39.4%	3,526,416
TANF (AFDC)	0.8%	725,000	345,159	47.6%	321,569
PERSONNEL					
INSURANCE, RETIREMENT, OASDI	4.4%	3,638,755	1,748,216	48.0%	1,571,835
PLANNING					
PLANNING & ZONING	1.2%	1,019,608	488,032	47.8%	380,130
PROBATION					
JUVENILE INSTITUTIONS	1.8%	1,553,726	732,360	47.1%	705,021
OUT OF COUNTY-JUVENILE HALL	0.3%	317,925	52,147	16.4%	79,537
PROBATION - GENERAL	2.3%	1,925,935	874,620	45.4%	724,355
PUBLIC ADMINISTRATOR					
PUBLIC ADMINISTRATOR	0.3%	297,956	142,494	47.8%	154,301
PUBLIC WORKS					
BUILDING & SAFETY	0.5%	445,837	205,036	45.9%	199,979
MAINTENANCE-BUILDING & GROUNDS	2.8%	2,367,804	1,098,027	46.3%	801,332
PARKS & RECREATION	1.9%	1,621,220	650,824	40.1%	492,653
PUBLIC WORKS	1.0%	868,928	520,238	59.8%	316,499
SHERIFF					
ANIMAL CONTROL - GENERAL	0.9%	798,319	385,060	48.2%	366,697
DNA	0.0%	10,000			1,000
JAIL - CAD RMS PROJECT	0.1%	83,521	58,521	70.0%	25,936
JAIL - GENERAL	4.0%	3,315,804	1,583,668	47.7%	1,485,440
JAIL - SAFETY PERSONNEL	2.1%	1,792,677	1,044,000	58.2%	1,047,069
JAIL - STC	0.0%	26,970	705	2.6%	15,605
JAIL SECURITY PROJECT	0.1%	105,500	4,653	4.4%	1,084
KITCHEN SERVICES	1.0%	851,071	397,357	46.6%	368,893
RAN	0.1%	96,815	492	0.5%	10,082
SHERIFF - GENERAL	4.1%	3,407,905	1,526,536	44.7%	1,317,704
SHERIFF - SAFETY PERSONNEL	7.9%	6,537,896	3,408,310	52.1%	3,091,304
TREASURER					
TTC GENERAL	1.0%	891,314	406,853	45.6%	384,345
TRIAL COURT					
GRAND JURY	0.0%	24,360	6,491	26.6%	7,155
	100.0%	81,839,937	35,693,279	43.6%	30,691,378

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/10/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
AGRICULTURAL COMMISSIONER				
AG COMM/SEALER				
023300 AGRICULTURAL COMM / SEALER				
REVENUES				
4100 LICENSES & PERMITS	78,332	51,573	74,870	74,870
4400 AID FROM OTHER GOVT AGENCIES	342,701		355,112	355,112
4600 CHARGES FOR CURRENT SERVICES	92,072	1,425	92,880	92,880
TOTAL REVENUES	513,105	52,998	522,862	522,862
EXPENDITURES				
5000 SALARIES & BENEFITS	457,809	271,363	517,118	517,118
5100 SERVICES & SUPPLIES	36,988	24,974	39,947	39,947
5200 INTERNAL CHARGES	157,143	62,475	162,527	162,527
5800 OTHER FINANCING USES			31,000	31,000
TOTAL EXPENDITURES	651,940	358,812	750,592	750,592
023300 NET COST	(138,835)	(305,814)	(227,730)	(227,730)
AG COMM/SEALER NET COST	(138,835)	(305,814)	(227,730)	(227,730)
AGRICULTURAL COMMISSIONER NET COST	(138,835)	(305,814)	(227,730)	(227,730)

ASSESSOR				
ASSESSOR				
010600 ASSESSOR				
REVENUES				
4800 OTHER FINANCING SOURCES			70,000	30,000
4900 OTHER REVENUE	6,454	1,483	5,000	5,000
TOTAL REVENUES	6,454	1,483	75,000	35,000
EXPENDITURES				
5000 SALARIES & BENEFITS	851,137	449,401	1,119,413	938,254
5100 SERVICES & SUPPLIES	29,384	56,090	98,000	57,968
5200 INTERNAL CHARGES	64,855	34,293	182,788	182,820
TOTAL EXPENDITURES	945,376	539,784	1,400,201	1,179,042
010600 NET COST	(938,922)	(538,301)	(1,325,201)	(1,144,042)
ASSESSOR NET COST	(938,922)	(538,301)	(1,325,201)	(1,144,042)
ASSESSOR NET COST	(938,922)	(538,301)	(1,325,201)	(1,144,042)

AUDITOR - CONTROLLER
AUDITOR-CONTROLLER

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/10/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
010400 AUDITOR CONTROLLER - GENERAL				
REVENUES				
4000 TAXES - PROPERTY	82,160	3,248	261,000	261,000
4060 TAXES - SALES	2,189,484	827,995	1,650,000	1,650,000
4600 CHARGES FOR CURRENT SERVICES	3,260,007	1,003,592	2,114,125	2,114,125
4900 OTHER REVENUE	483	4,810		
TOTAL REVENUES	5,532,134	1,839,645	4,025,125	4,025,125
EXPENDITURES				
5000 SALARIES & BENEFITS	944,298	566,518	1,093,015	1,093,015
5100 SERVICES & SUPPLIES	163,105	190,934	303,824	303,689
5200 INTERNAL CHARGES	52,177	25,916	63,466	63,601
TOTAL EXPENDITURES	1,159,580	783,368	1,460,305	1,460,305
010400 NET COST	4,372,554	1,056,277	2,564,820	2,564,820
011900 GENERAL REVENUE & EXPENDITURES				
REVENUES				
4000 TAXES - PROPERTY	15,559,670	1,532,942	16,053,743	16,053,743
4050 TAXES - OTHER	4,413,834	946,240	3,800,000	3,800,000
4100 LICENSES & PERMITS	238,723	24,273	235,400	235,400
4200 FINES & FORFEITURES	918,792	409,143	895,000	895,000
4350 REV USE OF MONEY & PROPERTY	215,527	79,906	185,500	185,500
4400 AID FROM OTHER GOVT AGENCIES	7,640,026	5,190,776	7,907,529	7,907,529
4600 CHARGES FOR CURRENT SERVICES	146,339	3,976	141,300	141,300
4800 OTHER FINANCING SOURCES	2,625,503	2,038,598	2,039,849	2,039,849
4900 OTHER REVENUE	26,334	13,657		
TOTAL REVENUES	31,784,748	10,239,511	31,258,321	31,258,321
EXPENDITURES				
5100 SERVICES & SUPPLIES	127,719	16,387	133,066	133,066
5500 OTHER CHARGES	1,354,936	676,667	1,587,743	1,587,743
5800 OTHER FINANCING USES	3,855,492	99,166	1,824,717	2,137,717
TOTAL EXPENDITURES	5,338,147	792,220	3,545,526	3,858,526
011900 NET COST	26,446,601	9,447,291	27,712,795	27,399,795
AUDITOR-CONTROLLER NET COST	30,819,155	10,503,568	30,277,615	29,964,615
AUDITOR - CONTROLLER NET COST	30,819,155	10,503,568	30,277,615	29,964,615

BOARD OF SUPERVISORS

BOARD OF SUPERVISORS

010100 BOARD OF SUPERVISORS

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/10/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	760	479		
4800 OTHER FINANCING SOURCES			150,000	150,000
TOTAL REVENUES	<u>760</u>	<u>479</u>	<u>150,000</u>	<u>150,000</u>
EXPENDITURES				
5000 SALARIES & BENEFITS	572,210	350,767	724,983	724,983
5100 SERVICES & SUPPLIES	69,704	32,739	149,309	149,309
5200 INTERNAL CHARGES	26,519	15,156	33,520	33,520
5500 OTHER CHARGES	25,000	25,000	31,350	31,350
5600 FIXED ASSETS			150,000	150,000
TOTAL EXPENDITURES	<u>693,433</u>	<u>423,662</u>	<u>1,089,162</u>	<u>1,089,162</u>
010100 NET COST	<u>(692,673)</u>	<u>(423,183)</u>	<u>(939,162)</u>	<u>(939,162)</u>
BOARD OF SUPERVISORS NET COST	<u>(692,673)</u>	<u>(423,183)</u>	<u>(939,162)</u>	<u>(939,162)</u>
BOARD OF SUPERVISORS NET COST	<u>(692,673)</u>	<u>(423,183)</u>	<u>(939,162)</u>	<u>(939,162)</u>

COUNTY ADMINISTRATIVE OFFICER

ADVERTISING COUNTY RESOURCES

011402 GRANTS IN SUPPORT

REVENUES

TOTAL REVENUES

EXPENDITURES

5100 SERVICES & SUPPLIES

3,000 3,000

5500 OTHER CHARGES

93,227 82,466 133,864 133,864

TOTAL EXPENDITURES

93,227 82,466 136,864 136,864

011402 NET COST

(93,227) (82,466) (136,864) (136,864)

ADVERTISING COUNTY RESOURCES NET COST

(93,227) (82,466) (136,864) (136,864)

CONTINGENCIES

087100 CONTINGENCIES - GENERAL

EXPENDITURES

5900 RESERVES

643,868 827,401

TOTAL EXPENDITURES

643,868 827,401

087100 NET COST

(643,868) (827,401)

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/10/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
CONTINGENCIES NET COST			(643,868)	(827,401)
COUNTY ADMINISTRATIVE OFFICER				
010200 CAO - GENERAL				
REVENUES				
TOTAL REVENUES	<hr/>			
EXPENDITURES				
5000 SALARIES & BENEFITS	798,123	429,304	847,617	801,374
5100 SERVICES & SUPPLIES	34,703	91,087	174,370	171,728
5200 INTERNAL CHARGES	39,098	25,047	57,225	59,867
TOTAL EXPENDITURES	<hr/>	<hr/>	<hr/>	<hr/>
	871,924	545,438	1,079,212	1,032,969
010200 NET COST	<hr/>	<hr/>	<hr/>	<hr/>
	(871,924)	(545,438)	(1,079,212)	(1,032,969)
011403 ESCOG-OPERATING				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES				59,225
TOTAL REVENUES	<hr/>			
				59,225
EXPENDITURES				
5000 SALARIES & BENEFITS				44,500
5100 SERVICES & SUPPLIES				7,000
5200 INTERNAL CHARGES				7,725
TOTAL EXPENDITURES	<hr/>			
				59,225
011403 NET COST	<hr/>			
COUNTY ADMINISTRATIVE OFFICER NET COST	<hr/>	<hr/>	<hr/>	<hr/>
	(871,924)	(545,438)	(1,079,212)	(1,032,969)
ECONOMIC DEVELOPMENT				
010202 CAO ECONOMIC DEVELOPMENT				
REVENUES				
TOTAL REVENUES	<hr/>			
EXPENDITURES				
5000 SALARIES & BENEFITS	144,891	111,733	224,633	224,633
5100 SERVICES & SUPPLIES	155,725	506,366	589,003	664,004
5200 INTERNAL CHARGES	643	5,170	17,982	17,981
5600 FIXED ASSETS			160,000	160,000
TOTAL EXPENDITURES	<hr/>	<hr/>	<hr/>	<hr/>
	301,259	623,269	991,618	1,066,618

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/10/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
010202 NET COST	(301,259)	(623,269)	(991,618)	(1,066,618)
ECONOMIC DEVELOPMENT NET COST	(301,259)	(623,269)	(991,618)	(1,066,618)
INFORMATION SERVICES				
011801 INFORMATION SERVICES				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	435,578	131,598	540,732	540,732
4800 OTHER FINANCING SOURCES			300,000	300,000
4900 OTHER REVENUE	948			
TOTAL REVENUES	436,526	131,598	840,732	840,732
EXPENDITURES				
5000 SALARIES & BENEFITS	1,624,269	872,834	1,804,048	1,737,257
5100 SERVICES & SUPPLIES	642,243	536,618	798,519	803,489
5200 INTERNAL CHARGES	64,162	36,986	76,691	76,723
5600 FIXED ASSETS			275,000	275,000
TOTAL EXPENDITURES	2,330,674	1,446,438	2,954,258	2,892,469
011801 NET COST	(1,894,148)	(1,314,840)	(2,113,526)	(2,051,737)
INFORMATION SERVICES NET COST	(1,894,148)	(1,314,840)	(2,113,526)	(2,051,737)
OFFICE OF DISASTER SERVICES				
023700 OFFICE OF DISASTER SERVICES				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			175,000	175,000
4800 OTHER FINANCING SOURCES			100,000	100,000
TOTAL REVENUES			275,000	275,000
EXPENDITURES				
5000 SALARIES & BENEFITS	66,193	50,694	214,801	214,801
5100 SERVICES & SUPPLIES	26,460	34,354	220,984	220,984
5200 INTERNAL CHARGES	11,144	4,324	26,198	26,198
5600 FIXED ASSETS		2,448	17,000	17,000
TOTAL EXPENDITURES	103,797	91,820	478,983	478,983
023700 NET COST	(103,797)	(91,820)	(203,983)	(203,983)
OFFICE OF DISASTER SERVICES NET COST	(103,797)	(91,820)	(203,983)	(203,983)
PERSONNEL				
010800 PERSONNEL				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 **RUN DATE:** 02/10/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	18,000		18,000	18,000
4900 OTHER REVENUE		4,810		
TOTAL REVENUES	<u>18,000</u>	<u>4,810</u>	<u>18,000</u>	<u>18,000</u>
EXPENDITURES				
5000 SALARIES & BENEFITS	428,439	298,378	622,348	622,348
5100 SERVICES & SUPPLIES	232,509	453,582	740,727	734,736
5200 INTERNAL CHARGES	95,351	68,021	140,145	146,136
5900 RESERVES			285,000	285,000
TOTAL EXPENDITURES	<u>756,299</u>	<u>819,981</u>	<u>1,788,220</u>	<u>1,788,220</u>
010800 NET COST	<u>(738,299)</u>	<u>(815,171)</u>	<u>(1,770,220)</u>	<u>(1,770,220)</u>
PERSONNEL NET COST	<u>(738,299)</u>	<u>(815,171)</u>	<u>(1,770,220)</u>	<u>(1,770,220)</u>
PUBLIC DEFENDER				
022600 PUBLIC DEFENDER				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	198,037	54,716	190,000	190,000
4600 CHARGES FOR CURRENT SERVICES	106,362		44,800	44,800
TOTAL REVENUES	<u>304,399</u>	<u>54,716</u>	<u>234,800</u>	<u>234,800</u>
EXPENDITURES				
5100 SERVICES & SUPPLIES	645,719	704,401	775,550	775,550
5200 INTERNAL CHARGES	56	2	500	500
TOTAL EXPENDITURES	<u>645,775</u>	<u>704,403</u>	<u>776,050</u>	<u>776,050</u>
022600 NET COST	<u>(341,376)</u>	<u>(649,687)</u>	<u>(541,250)</u>	<u>(541,250)</u>
PUBLIC DEFENDER NET COST	<u>(341,376)</u>	<u>(649,687)</u>	<u>(541,250)</u>	<u>(541,250)</u>
RISK MANAGEMENT				
010900 RISK MANAGEMENT				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	275,907	172,797	345,593	345,593
4800 OTHER FINANCING SOURCES			10,000	10,000
4900 OTHER REVENUE	1,209	560		
TOTAL REVENUES	<u>277,116</u>	<u>173,357</u>	<u>355,593</u>	<u>355,593</u>
EXPENDITURES				
5000 SALARIES & BENEFITS	228,838	124,177	304,406	299,406
5100 SERVICES & SUPPLIES	15,959	20,248	60,931	65,517
5200 INTERNAL CHARGES	13,314	8,354	17,012	17,426

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/10/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
TOTAL EXPENDITURES	258,111	152,779	382,349	382,349
010900 NET COST	19,005	20,578	(26,756)	(26,756)
RISK MANAGEMENT NET COST	19,005	20,578	(26,756)	(26,756)
VETERANS SERVICE OFFICER				
056600 VETERANS SERVICE OFFICER				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	49,148	67,891	93,864	93,864
TOTAL REVENUES	49,148	67,891	93,864	93,864
EXPENDITURES				
5000 SALARIES & BENEFITS	130,759	73,403	140,498	140,498
5100 SERVICES & SUPPLIES	10,173	7,460	24,984	21,234
5200 INTERNAL CHARGES	19,133	14,948	28,470	33,220
5500 OTHER CHARGES	147		2,000	1,000
TOTAL EXPENDITURES	160,212	95,811	195,952	195,952
056600 NET COST	(111,064)	(27,920)	(102,088)	(102,088)
VETERANS SERVICE OFFICER NET COST	(111,064)	(27,920)	(102,088)	(102,088)
COUNTY ADMINISTRATIVE OFFICER NET COST	(4,436,089)	(4,130,033)	(7,609,385)	(7,759,886)
CAO CULTURAL SERVICES				
ADVERTISING COUNTY RESOURCES				
011400 ADVERTISING COUNTY RESOURCES				
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
5100 SERVICES & SUPPLIES	34,854	38,700	69,400	69,400
5200 INTERNAL CHARGES			1,900	1,900
5500 OTHER CHARGES	179,998	134,019	241,353	241,353
TOTAL EXPENDITURES	214,852	172,719	312,653	312,653
011400 NET COST	(214,852)	(172,719)	(312,653)	(312,653)
ADVERTISING COUNTY RESOURCES NET COST	(214,852)	(172,719)	(312,653)	(312,653)
COUNTY LIBRARY				
066700 COUNTY LIBRARY				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/10/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	56,625	183,280	181,809	189,893
4600 CHARGES FOR CURRENT SERVICES	399	163	300	300
4800 OTHER FINANCING SOURCES			55,000	55,000
4900 OTHER REVENUE	1,736	821	3,550	3,550
TOTAL REVENUES	58,760	184,264	240,659	248,743
EXPENDITURES				
5000 SALARIES & BENEFITS	562,169	316,470	801,823	801,823
5100 SERVICES & SUPPLIES	112,514	23,459	94,667	101,280
5200 INTERNAL CHARGES	36,420	21,235	46,917	46,917
5500 OTHER CHARGES	17,119			
5600 FIXED ASSETS		212,960	223,789	223,789
TOTAL EXPENDITURES	728,222	574,124	1,167,196	1,173,809
066700 NET COST	(669,462)	(389,860)	(926,537)	(925,066)
COUNTY LIBRARY NET COST	(669,462)	(389,860)	(926,537)	(925,066)
LAW LIBRARY				
022300 LAW LIBRARY				
REVENUES				
4200 FINES & FORFEITURES	7,035		7,000	7,000
4800 OTHER FINANCING SOURCES			10,000	10,000
TOTAL REVENUES	7,035		17,000	17,000
EXPENDITURES				
5100 SERVICES & SUPPLIES	15,247	3,886	27,397	27,397
TOTAL EXPENDITURES	15,247	3,886	27,397	27,397
022300 NET COST	(8,212)	(3,886)	(10,397)	(10,397)
LAW LIBRARY NET COST	(8,212)	(3,886)	(10,397)	(10,397)
MUSEUM				
077000 MUSEUM - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	7,500		32,500	32,500
4600 CHARGES FOR CURRENT SERVICES	161	14	200	200
4800 OTHER FINANCING SOURCES	5,000		25,000	25,000
4900 OTHER REVENUE	13,396		45,500	45,500
TOTAL REVENUES	26,057	14	103,200	103,200
EXPENDITURES				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 **RUN DATE:** 02/10/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
5000 SALARIES & BENEFITS	211,539	124,286	245,656	245,656
5100 SERVICES & SUPPLIES	33,844	43,550	108,300	108,300
5200 INTERNAL CHARGES	10,268	6,459	13,445	13,445
TOTAL EXPENDITURES	255,651	174,295	367,401	367,401
077000 NET COST	(229,594)	(174,281)	(264,201)	(264,201)
MUSEUM NET COST	(229,594)	(174,281)	(264,201)	(264,201)
CAO CULTURAL SERVICES NET COST	(1,122,120)	(740,746)	(1,513,788)	(1,512,317)

CORONER

CORONER

023500 CORONER

REVENUES

4600 CHARGES FOR CURRENT SERVICES	284		150	150
TOTAL REVENUES	284		150	150

EXPENDITURES

5000 SALARIES & BENEFITS	80,472	34,289	95,904	95,904
5100 SERVICES & SUPPLIES	116,347	122,564	175,863	175,863
5200 INTERNAL CHARGES	2,900	1,733	3,558	3,558
TOTAL EXPENDITURES	199,719	158,586	275,325	275,325

023500 NET COST (199,435) (158,586) (275,175) (275,175)

CORONER NET COST (199,435) (158,586) (275,175) (275,175)

CORONER NET COST (199,435) (158,586) (275,175) (275,175)

COUNTY CLERK

COUNTY CLERK

010300 COUNTY CLERK - GENERAL

REVENUES

4050 TAXES - OTHER	152,519	52,873	125,000	108,081
4100 LICENSES & PERMITS	7,912	3,931	8,000	7,862
4600 CHARGES FOR CURRENT SERVICES	82,537	27,719	85,000	54,364
4900 OTHER REVENUE	14	12		12
TOTAL REVENUES	242,982	84,535	218,000	170,319

EXPENDITURES

5000 SALARIES & BENEFITS	337,522	215,528	429,524	421,196
5100 SERVICES & SUPPLIES	7,772	5,446	8,200	7,014
5200 INTERNAL CHARGES	55,435	34,399	75,862	75,873

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

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	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
TOTAL EXPENDITURES	400,729	255,373	513,586	504,083
010300 NET COST	(157,747)	(170,838)	(295,586)	(333,764)
COUNTY CLERK NET COST	(157,747)	(170,838)	(295,586)	(333,764)
ELECTIONS				
011000 ELECTIONS				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	106,625			
4600 CHARGES FOR CURRENT SERVICES	25,720	14,952	12,800	22,287
4900 OTHER REVENUE	209	69		69
TOTAL REVENUES	132,554	15,021	12,800	22,356
EXPENDITURES				
5000 SALARIES & BENEFITS	219,058	140,929	344,523	287,842
5100 SERVICES & SUPPLIES	202,147	101,562	150,780	135,581
5200 INTERNAL CHARGES	70,926	38,332	75,974	76,240
TOTAL EXPENDITURES	492,131	280,823	571,277	499,663
011000 NET COST	(359,577)	(265,802)	(558,477)	(477,307)
ELECTIONS NET COST	(359,577)	(265,802)	(558,477)	(477,307)
COUNTY CLERK NET COST	(517,324)	(436,640)	(854,063)	(811,071)
COUNTY COUNSEL				
COUNTY COUNSEL				
010700 COUNTY COUNSEL				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	261,318	55,596	374,431	374,431
TOTAL REVENUES	261,318	55,596	374,431	374,431
EXPENDITURES				
5000 SALARIES & BENEFITS	728,081	388,686	769,583	769,583
5100 SERVICES & SUPPLIES	158,606	222,711	319,858	319,816
5200 INTERNAL CHARGES	57,537	23,758	57,996	58,038
TOTAL EXPENDITURES	944,224	635,155	1,147,437	1,147,437
010700 NET COST	(682,906)	(579,559)	(773,006)	(773,006)
COUNTY COUNSEL NET COST	(682,906)	(579,559)	(773,006)	(773,006)

COUNTY OF INYO

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	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
COUNTY COUNSEL NET COST	(682,906)	(579,559)	(773,006)	(773,006)
DISTRICT ATTORNEY				
DISTRICT ATTORNEY				
022400 DISTRICT ATTORNEY				
REVENUES				
4200 FINES & FORFEITURES	2,415	1,545	10,000	10,000
4400 AID FROM OTHER GOVT AGENCIES	237,515	64,740	237,144	237,144
4600 CHARGES FOR CURRENT SERVICES	45,703	29,324	51,975	51,975
4800 OTHER FINANCING SOURCES	6,956	5,000	5,000	5,000
4900 OTHER REVENUE		135		
TOTAL REVENUES	292,589	100,744	304,119	304,119
EXPENDITURES				
5000 SALARIES & BENEFITS	1,086,597	610,388	1,180,962	1,180,962
5100 SERVICES & SUPPLIES	82,312	47,069	100,542	100,441
5200 INTERNAL CHARGES	77,722	36,773	87,796	87,897
TOTAL EXPENDITURES	1,246,631	694,230	1,369,300	1,369,300
022400 NET COST	(954,042)	(593,486)	(1,065,181)	(1,065,181)
022410 DISTRICT ATTORNEY - SAFETY				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	30,950	9,805	47,053	47,053
TOTAL REVENUES	30,950	9,805	47,053	47,053
EXPENDITURES				
5000 SALARIES & BENEFITS	676,129	398,452	758,770	758,770
5200 INTERNAL CHARGES	142,307	84,022	168,043	168,043
TOTAL EXPENDITURES	818,436	482,474	926,813	926,813
022410 NET COST	(787,486)	(472,669)	(879,760)	(879,760)
DISTRICT ATTORNEY NET COST	(1,741,528)	(1,066,155)	(1,944,941)	(1,944,941)
DISTRICT ATTORNEY NET COST	(1,741,528)	(1,066,155)	(1,944,941)	(1,944,941)
ENVIRONMENTAL HEALTH				
ENVIRONMENTAL HEALTH				
045400 ENVIRONMENTAL HEALTH - GENERAL				
REVENUES				
4100 LICENSES & PERMITS	81,723	41,691	72,340	72,340
4400 AID FROM OTHER GOVT AGENCIES	689,994	242,928	598,749	598,749
4600 CHARGES FOR CURRENT SERVICES	243,004	64,201	244,378	244,378

COUNTY OF INYO

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	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
TOTAL REVENUES	1,014,721	348,820	915,467	915,467
EXPENDITURES				
5000 SALARIES & BENEFITS	789,127	495,856	1,073,312	1,017,207
5100 SERVICES & SUPPLIES	98,724	50,862	102,387	101,849
5200 INTERNAL CHARGES	153,636	87,347	186,721	201,759
TOTAL EXPENDITURES	1,041,487	634,065	1,362,420	1,320,815
045400 NET COST	(26,766)	(285,245)	(446,953)	(405,348)
ENVIRONMENTAL HEALTH NET COST	(26,766)	(285,245)	(446,953)	(405,348)
ENVIRONMENTAL HEALTH NET COST	(26,766)	(285,245)	(446,953)	(405,348)
FARM ADVISOR				
FARM ADVISOR				
066800 FARM ADVISOR				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	47,777		49,062	49,062
TOTAL REVENUES	47,777		49,062	49,062
EXPENDITURES				
5000 SALARIES & BENEFITS	76,580	42,025	80,134	80,134
5100 SERVICES & SUPPLIES	16,088	8,040	17,350	17,339
5200 INTERNAL CHARGES	54,927	19,735	53,797	53,808
TOTAL EXPENDITURES	147,595	69,800	151,281	151,281
066800 NET COST	(99,818)	(69,800)	(102,219)	(102,219)
FARM ADVISOR NET COST	(99,818)	(69,800)	(102,219)	(102,219)
FARM ADVISOR NET COST	(99,818)	(69,800)	(102,219)	(102,219)
HEALTH & HUMAN SERVICES				
AID TO FAMILIES-DEPENDENT CHLD				
056300 TANF (AFDC)				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	511,326	183,222	725,000	724,382
4900 OTHER REVENUE	1,688	618		618
TOTAL REVENUES	513,014	183,840	725,000	725,000
EXPENDITURES				
5500 OTHER CHARGES	573,207	345,160	725,000	725,000

COUNTY OF INYO

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	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
TOTAL EXPENDITURES	573,207	345,160	725,000	725,000
056300 NET COST	(60,193)	(161,320)		
AID TO FAMILIES-DEPENDENT CHLD NET COST	(60,193)	(161,320)		
COMMUNITY MENTAL HEALTH				
045200 COMMUNITY MENTAL HEALTH				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	54,012	18,999	60,000	51,500
4400 AID FROM OTHER GOVT AGENCIES	3,389,276	1,152,444	5,213,163	5,213,163
4600 CHARGES FOR CURRENT SERVICES	1,314,273	149,655	1,643,212	1,651,712
4800 OTHER FINANCING SOURCES	1,451,729	688,280	1,798,642	1,798,642
TOTAL REVENUES	6,209,290	2,009,378	8,715,017	8,715,017
EXPENDITURES				
5000 SALARIES & BENEFITS	3,979,855	2,306,578	4,881,037	4,881,037
5100 SERVICES & SUPPLIES	903,121	538,267	2,813,699	2,813,584
5200 INTERNAL CHARGES	1,099,926	178,692	481,594	481,709
5500 OTHER CHARGES	222,165	118,021	446,000	446,000
5600 FIXED ASSETS	8,782			
5800 OTHER FINANCING USES			138,000	138,000
TOTAL EXPENDITURES	6,213,849	3,141,558	8,760,330	8,760,330
045200 NET COST	(4,559)	(1,132,180)	(45,313)	(45,313)
COMMUNITY MENTAL HEALTH NET COST	(4,559)	(1,132,180)	(45,313)	(45,313)
CRIPPLED CHILDREN SERVICE				
045500 CALIFORNIA CHILDREN SERVICE				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	11,717	2,549	22,858	22,858
TOTAL REVENUES	11,717	2,549	22,858	22,858
EXPENDITURES				
5000 SALARIES & BENEFITS	11,575	6,975	12,603	12,603
5100 SERVICES & SUPPLIES			9,886	9,886
5200 INTERNAL CHARGES	104	185	369	369
TOTAL EXPENDITURES	11,679	7,160	22,858	22,858
045500 NET COST	38	(4,611)		
045501 CALIFORNIA CHILD SERVICE-ADMIN				

COUNTY OF INYO

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	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	170,584	25,268	110,620	110,620
TOTAL REVENUES	170,584	25,268	110,620	110,620
EXPENDITURES				
5000 SALARIES & BENEFITS	84,314	49,354	95,371	95,371
5100 SERVICES & SUPPLIES	71,316	45	2,371	2,371
5200 INTERNAL CHARGES	14,995	1,226	5,378	5,378
5500 OTHER CHARGES	1,130	279	7,500	7,500
TOTAL EXPENDITURES	171,755	50,904	110,620	110,620
045501 NET COST	(1,171)	(25,636)		
CRIPPLED CHILDREN SERVICE NET COST	(1,133)	(30,247)		
ESAAA				
056100 INYO COUNTY GOLD				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	726			
4600 CHARGES FOR CURRENT SERVICES	20,921	1,149		
TOTAL REVENUES	21,647	1,149		
EXPENDITURES				
5000 SALARIES & BENEFITS	187,441			
5100 SERVICES & SUPPLIES	80,271		1,777	
5200 INTERNAL CHARGES	70,359			
5800 OTHER FINANCING USES	81,858			
TOTAL EXPENDITURES	419,929		1,777	
056100 NET COST	(398,282)	1,149	(1,777)	
ESAAA NET COST	(398,282)	1,149	(1,777)	
FOSTER CARE				
056400 FOSTER CARE - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	708,885	256,719	775,000	774,494
4900 OTHER REVENUE	11,767	506		506
TOTAL REVENUES	720,652	257,225	775,000	775,000
EXPENDITURES				
5500 OTHER CHARGES	720,652	386,699	775,000	775,000
TOTAL EXPENDITURES	720,652	386,699	775,000	775,000

COUNTY OF INYO

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	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
056400 NET COST		(129,474)		
<hr/>				
FOSTER CARE NET COST		(129,474)		
<hr/>				
GENERAL RELIEF				
056500 GENERAL RELIEF				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	2,219	17,503		17,503
4800 OTHER FINANCING SOURCES	586	536	534	536
TOTAL REVENUES	2,805	18,039	534	18,039
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EXPENDITURES				
5100 SERVICES & SUPPLIES	24,034	4,873	30,000	30,000
5500 OTHER CHARGES	63,980	30,982	145,000	145,000
TOTAL EXPENDITURES	88,014	35,855	175,000	175,000
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056500 NET COST	(85,209)	(17,816)	(174,466)	(156,961)
<hr/>				
GENERAL RELIEF NET COST	(85,209)	(17,816)	(174,466)	(156,961)
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HEALTH				
045100 HEALTH - GENERAL				
REVENUES				
4100 LICENSES & PERMITS	648	234	605	605
4200 FINES & FORFEITURES			10,000	10,000
4400 AID FROM OTHER GOVT AGENCIES	1,526,318	768,550	1,946,352	1,982,186
4600 CHARGES FOR CURRENT SERVICES	213,790	13,421	399,960	363,354
4800 OTHER FINANCING SOURCES	58,950	2,268	912,789	912,789
4900 OTHER REVENUE		772		772
TOTAL REVENUES	1,799,706	785,245	3,269,706	3,269,706
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EXPENDITURES				
5000 SALARIES & BENEFITS	1,267,547	656,938	2,005,581	2,005,581
5100 SERVICES & SUPPLIES	391,816	198,267	1,060,527	1,060,527
5200 INTERNAL CHARGES	414,698	161,698	372,080	372,080
5500 OTHER CHARGES	6,536	4,926	97,000	97,000
5800 OTHER FINANCING USES			100,000	100,000
TOTAL EXPENDITURES	2,080,597	1,021,829	3,635,188	3,635,188
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045100 NET COST	(280,891)	(236,584)	(365,482)	(365,482)
<hr/>				
045102 CHILD HLTH AND DISABILITY PREV				
REVENUES				

COUNTY OF INYO

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	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
4400 AID FROM OTHER GOVT AGENCIES	35,772	2,729	58,012	58,012
TOTAL REVENUES	35,772	2,729	58,012	58,012
EXPENDITURES				
5000 SALARIES & BENEFITS	22,392	11,298	49,962	49,962
5100 SERVICES & SUPPLIES	724	7	6,660	6,660
5200 INTERNAL CHARGES	2,447	270	1,390	1,390
TOTAL EXPENDITURES	25,563	11,575	58,012	58,012
045102 NET COST	10,209	(8,846)		
HEALTH NET COST	(270,682)	(245,430)	(365,482)	(365,482)
SOCIAL SERVICE				
055800 SOCIAL SERVICES - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	7,231,879	3,579,336	9,350,262	9,350,262
4600 CHARGES FOR CURRENT SERVICES	3,086		10,000	10,000
4900 OTHER REVENUE	53			
TOTAL REVENUES	7,235,018	3,579,336	9,360,262	9,360,262
EXPENDITURES				
5000 SALARIES & BENEFITS	4,459,276	2,624,667	5,505,799	5,505,799
5100 SERVICES & SUPPLIES	814,628	292,742	1,625,909	1,625,808
5200 INTERNAL CHARGES	1,128,581	341,131	792,977	793,078
5500 OTHER CHARGES	811,986	386,743	1,219,029	1,219,029
5600 FIXED ASSETS	8,782			
5800 OTHER FINANCING USES	317,075	116,836	383,665	383,665
TOTAL EXPENDITURES	7,540,328	3,762,119	9,527,379	9,527,379
055800 NET COST	(305,310)	(182,783)	(167,117)	(167,117)
SOCIAL SERVICE NET COST	(305,310)	(182,783)	(167,117)	(167,117)
HEALTH & HUMAN SERVICES NET COST	(1,125,368)	(1,898,101)	(754,155)	(734,873)
PERSONNEL				
PERSONNEL				
011600 INSURANCE, RETIREMENT, OASDI				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	1,322,191	728,989	1,493,573	1,493,573
TOTAL REVENUES	1,322,191	728,989	1,493,573	1,493,573
EXPENDITURES				

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	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
5000 SALARIES & BENEFITS	2,967,532	1,531,251	3,396,755	3,396,755
5100 SERVICES & SUPPLIES	219,577	216,965	242,000	242,000
TOTAL EXPENDITURES	3,187,109	1,748,216	3,638,755	3,638,755
011600 NET COST	(1,864,918)	(1,019,227)	(2,145,182)	(2,145,182)
PERSONNEL NET COST	(1,864,918)	(1,019,227)	(2,145,182)	(2,145,182)
PERSONNEL NET COST	(1,864,918)	(1,019,227)	(2,145,182)	(2,145,182)

PLANNING

PLANNING AND ZONING

023800 PLANNING & ZONING

REVENUES

4100 LICENSES & PERMITS	32,400	19,350	18,000	18,000
4400 AID FROM OTHER GOVT AGENCIES	39,509		174,761	174,761
4600 CHARGES FOR CURRENT SERVICES	53,595	3,280	234,213	234,213
TOTAL REVENUES	125,504	22,630	426,974	426,974

EXPENDITURES

5000 SALARIES & BENEFITS	542,012	347,480	667,858	667,858
5100 SERVICES & SUPPLIES	132,965	124,690	308,732	308,732
5200 INTERNAL CHARGES	37,037	15,865	43,018	43,018
TOTAL EXPENDITURES	712,014	488,035	1,019,608	1,019,608

023800 NET COST (586,510) (465,405) (592,634) (592,634)

PLANNING AND ZONING NET COST (586,510) (465,405) (592,634) (592,634)

PLANNING NET COST (586,510) (465,405) (592,634) (592,634)

PROBATION

JUVENILE INSTITUTIONS

023100 JUVENILE INSTITUTIONS

REVENUES

4400 AID FROM OTHER GOVT AGENCIES	717,641	397,149	1,113,784	1,113,784
TOTAL REVENUES	717,641	397,149	1,113,784	1,113,784

EXPENDITURES

5000 SALARIES & BENEFITS	1,096,188	609,946	1,209,856	1,209,856
5100 SERVICES & SUPPLIES	80,699	79,214	194,968	194,923
5200 INTERNAL CHARGES	91,380	43,200	103,902	103,947
5500 OTHER CHARGES			27,000	27,000
5600 FIXED ASSETS			18,000	18,000

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TOTAL EXPENDITURES	1,268,267	732,360	1,553,726	1,553,726
023100 NET COST	(550,626)	(335,211)	(439,942)	(439,942)
023101 OUT OF COUNTY-JUVENILE HALL EXPENDITURES				
5000 SALARIES & BENEFITS	95,279	36,375	111,000	111,000
5100 SERVICES & SUPPLIES	104,299	14,553	197,925	197,925
5200 INTERNAL CHARGES	3,973	1,220	9,000	9,000
TOTAL EXPENDITURES	203,551	52,148	317,925	317,925
023101 NET COST	(203,551)	(52,148)	(317,925)	(317,925)
JUVENILE INSTITUTIONS NET COST	(754,177)	(387,359)	(757,867)	(757,867)
PROBATION				
023000 PROBATION - GENERAL REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	519,463	185,810	596,231	596,231
4600 CHARGES FOR CURRENT SERVICES	268,186	58,826	562,017	562,017
TOTAL REVENUES	787,649	244,636	1,158,248	1,158,248
EXPENDITURES				
5000 SALARIES & BENEFITS	1,078,022	649,290	1,466,827	1,339,846
5100 SERVICES & SUPPLIES	156,443	118,363	356,276	356,184
5200 INTERNAL CHARGES	210,562	106,967	229,813	229,905
5600 FIXED ASSETS	1,000			
TOTAL EXPENDITURES	1,446,027	874,620	2,052,916	1,925,935
023000 NET COST	(658,378)	(629,984)	(894,668)	(767,687)
PROBATION NET COST	(658,378)	(629,984)	(894,668)	(767,687)
PROBATION NET COST	(1,412,555)	(1,017,343)	(1,652,535)	(1,525,554)
PUBLIC ADMINISTRATOR				
PUBLIC ADMINISTRATOR				
023600 PUBLIC ADMINISTRATOR REVENUES				
4600 CHARGES FOR CURRENT SERVICES	11,013	2,191	17,300	17,300
TOTAL REVENUES	11,013	2,191	17,300	17,300
EXPENDITURES				

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5000 SALARIES & BENEFITS	265,385	127,676	274,375	264,070
5100 SERVICES & SUPPLIES	13,974	6,366	14,350	12,254
5200 INTERNAL CHARGES	17,869	8,454	21,926	21,632
TOTAL EXPENDITURES	297,228	142,496	310,651	297,956
023600 NET COST	(286,215)	(140,305)	(293,351)	(280,656)
PUBLIC ADMINISTRATOR NET COST	(286,215)	(140,305)	(293,351)	(280,656)
PUBLIC ADMINISTRATOR NET COST	(286,215)	(140,305)	(293,351)	(280,656)
PUBLIC WORKS				
BUILDING & SAFETY				
023200 BUILDING & SAFETY				
REVENUES				
4100 LICENSES & PERMITS	356,451	182,425	343,500	343,500
4600 CHARGES FOR CURRENT SERVICES	60,000	15,000	60,000	60,000
4900 OTHER REVENUE	148		150	150
TOTAL REVENUES	416,599	197,425	403,650	403,650
EXPENDITURES				
5000 SALARIES & BENEFITS	336,237	183,082	366,736	366,736
5100 SERVICES & SUPPLIES	8,343	5,961	28,636	28,636
5200 INTERNAL CHARGES	44,914	15,994	50,465	50,465
TOTAL EXPENDITURES	389,494	205,037	445,837	445,837
023200 NET COST	27,105	(7,612)	(42,187)	(42,187)
BUILDING & SAFETY NET COST	27,105	(7,612)	(42,187)	(42,187)
MAINTENANCE-BUILDINGS & GROUND				
011100 MAINTENANCE-BUILDING & GROUNDS				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	195	510	130	130
4600 CHARGES FOR CURRENT SERVICES	495,820	586	604,059	604,059
4800 OTHER FINANCING SOURCES			17,000	17,000
TOTAL REVENUES	496,015	1,096	621,189	621,189
EXPENDITURES				
5000 SALARIES & BENEFITS	802,909	500,847	1,097,106	1,063,839
5100 SERVICES & SUPPLIES	749,144	497,489	1,063,681	1,077,640
5200 INTERNAL CHARGES	108,638	62,641	147,683	152,224
5550 DEBT SERVICE PRINCIPAL	68,930	34,718	69,622	69,622
5560 DEBT SERVICE INTEREST	5,170	2,332	4,479	4,479

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 **RUN DATE:** 02/10/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
5600 FIXED ASSETS			8,500	
TOTAL EXPENDITURES	<u>1,734,791</u>	<u>1,098,027</u>	<u>2,391,071</u>	<u>2,367,804</u>
011100 NET COST	<u>(1,238,776)</u>	<u>(1,096,931)</u>	<u>(1,769,882)</u>	<u>(1,746,615)</u>
MAINTENANCE-BUILDINGS & GROUND NET COST	<u>(1,238,776)</u>	<u>(1,096,931)</u>	<u>(1,769,882)</u>	<u>(1,746,615)</u>
PARKS AND RECREATION				
076999 PARKS & RECREATION				
REVENUES				
4300 RENTS & LEASES	28,950	3,750	25,000	25,000
4350 REV USE OF MONEY & PROPERTY	2,110	830	1,968	1,968
4400 AID FROM OTHER GOVT AGENCIES	197,917	193,254	203,836	203,836
4600 CHARGES FOR CURRENT SERVICES	439,202	175,898	412,000	412,000
4800 OTHER FINANCING SOURCES	85,624		133,500	133,500
4900 OTHER REVENUE	184	124	300	300
TOTAL REVENUES	<u>753,987</u>	<u>373,856</u>	<u>776,604</u>	<u>776,604</u>
EXPENDITURES				
5000 SALARIES & BENEFITS	484,676	276,831	734,048	662,394
5100 SERVICES & SUPPLIES	365,709	174,595	514,840	558,715
5200 INTERNAL CHARGES	224,901	88,851	225,686	225,738
5500 OTHER CHARGES	54,770		60,000	60,000
5600 FIXED ASSETS	85,624	110,547	114,373	114,373
TOTAL EXPENDITURES	<u>1,215,680</u>	<u>650,824</u>	<u>1,648,947</u>	<u>1,621,220</u>
076999 NET COST	<u>(461,693)</u>	<u>(276,968)</u>	<u>(872,343)</u>	<u>(844,616)</u>
PARKS AND RECREATION NET COST	<u>(461,693)</u>	<u>(276,968)</u>	<u>(872,343)</u>	<u>(844,616)</u>
PUBLIC WORKS				
011500 PUBLIC WORKS				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	325	130		
4600 CHARGES FOR CURRENT SERVICES	272,090	204,456	517,300	517,300
4900 OTHER REVENUE	5,680	400		
TOTAL REVENUES	<u>278,095</u>	<u>204,986</u>	<u>517,300</u>	<u>517,300</u>
EXPENDITURES				
5000 SALARIES & BENEFITS	475,672	387,813	818,519	708,393
5100 SERVICES & SUPPLIES	12,996	116,768	122,018	125,018
5200 INTERNAL CHARGES	29,805	15,659	38,517	35,517
TOTAL EXPENDITURES	<u>518,473</u>	<u>520,240</u>	<u>979,054</u>	<u>868,928</u>

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/10/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
011500 NET COST	(240,378)	(315,254)	(461,754)	(351,628)
PUBLIC WORKS NET COST	(240,378)	(315,254)	(461,754)	(351,628)
PUBLIC WORKS NET COST	(1,913,742)	(1,696,765)	(3,146,166)	(2,985,046)

SHERIFF

ANIMAL CONTROL

023900 ANIMAL CONTROL - GENERAL

REVENUES

4100 LICENSES & PERMITS	11,591	3,880	10,000	10,000
4200 FINES & FORFEITURES	4,893	23,114	12,000	23,500
4400 AID FROM OTHER GOVT AGENCIES	304,865	162,140	359,553	352,053
TOTAL REVENUES	321,349	189,134	381,553	385,553

EXPENDITURES

5000 SALARIES & BENEFITS	557,886	307,198	602,347	602,347
5100 SERVICES & SUPPLIES	66,674	39,220	77,695	77,695
5200 INTERNAL CHARGES	101,799	38,644	102,277	102,277
5600 FIXED ASSETS			12,000	16,000
TOTAL EXPENDITURES	726,359	385,062	794,319	798,319

023900 NET COST (405,010) (195,928) (412,766) (412,766)

ANIMAL CONTROL NET COST (405,010) (195,928) (412,766) (412,766)

JAIL

022701 KITCHEN SERVICES

REVENUES

4900 OTHER REVENUE	315			
TOTAL REVENUES	315			

EXPENDITURES

5000 SALARIES & BENEFITS	407,619	222,116	462,603	462,603
5100 SERVICES & SUPPLIES	450,918	169,367	376,720	376,720
5200 INTERNAL CHARGES	9,639	5,875	11,748	11,748
TOTAL EXPENDITURES	868,176	397,358	851,071	851,071

022701 NET COST (867,861) (397,358) (851,071) (851,071)

022900 JAIL - GENERAL

REVENUES

4400 AID FROM OTHER GOVT AGENCIES	935,147	181,032	992,487	992,487
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COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 **RUN DATE:** 02/10/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
4600 CHARGES FOR CURRENT SERVICES	212,684	1,174	63,500	63,500
4800 OTHER FINANCING SOURCES	18,208			
TOTAL REVENUES	1,166,039	182,206	1,055,987	1,055,987
EXPENDITURES				
5000 SALARIES & BENEFITS	2,331,921	1,347,842	2,817,101	2,775,902
5100 SERVICES & SUPPLIES	192,003	70,749	206,536	205,672
5200 INTERNAL CHARGES	235,809	165,080	333,366	334,230
5600 FIXED ASSETS	5,813			
TOTAL EXPENDITURES	2,765,546	1,583,671	3,357,003	3,315,804
022900 NET COST	(1,599,507)	(1,401,465)	(2,301,016)	(2,259,817)
022910 JAIL - SAFETY PERSONNEL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	322,278	88,693	364,756	364,756
4600 CHARGES FOR CURRENT SERVICES	368		1,000	1,000
TOTAL REVENUES	322,646	88,693	365,756	365,756
EXPENDITURES				
5000 SALARIES & BENEFITS	1,654,773	1,016,896	1,739,136	1,738,536
5100 SERVICES & SUPPLIES	534	834	1,000	1,600
5200 INTERNAL CHARGES	38,551	26,271	52,541	52,541
TOTAL EXPENDITURES	1,693,858	1,044,001	1,792,677	1,792,677
022910 NET COST	(1,371,212)	(955,308)	(1,426,921)	(1,426,921)
022920 JAIL - STC				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	6,396	11,024	18,408	18,408
4800 OTHER FINANCING SOURCES			10,000	10,000
TOTAL REVENUES	6,396	11,024	28,408	28,408
EXPENDITURES				
5100 SERVICES & SUPPLIES	15,605	705	26,970	26,970
TOTAL EXPENDITURES	15,605	705	26,970	26,970
022920 NET COST	(9,209)	10,319	1,438	1,438
022950 JAIL - CAD RMS PROJECT				
REVENUES				
4800 OTHER FINANCING SOURCES	25,936		58,521	58,521

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/10/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
TOTAL REVENUES	25,936		58,521	58,521
EXPENDITURES				
5100 SERVICES & SUPPLIES	25,936	58,521	83,521	83,521
TOTAL EXPENDITURES	25,936	58,521	83,521	83,521
022950 NET COST		(58,521)	(25,000)	(25,000)
JAIL NET COST	(3,847,789)	(2,802,333)	(4,602,570)	(4,561,371)
SHERIFF				
022700 SHERIFF - GENERAL				
REVENUES				
4100 LICENSES & PERMITS	20,922	4,447	14,510	14,510
4200 FINES & FORFEITURES	372	344	500	500
4400 AID FROM OTHER GOVT AGENCIES	960,408	260,381	1,197,555	1,276,224
4600 CHARGES FOR CURRENT SERVICES	28,037	23,844	204,078	204,078
4800 OTHER FINANCING SOURCES	55,129	12,930	75,072	75,072
4900 OTHER REVENUE	7,721	30		
TOTAL REVENUES	1,072,589	301,976	1,491,715	1,570,384
EXPENDITURES				
5000 SALARIES & BENEFITS	1,323,832	742,867	1,530,882	1,434,342
5100 SERVICES & SUPPLIES	652,395	406,219	764,257	839,332
5200 INTERNAL CHARGES	975,741	377,424	944,019	1,044,153
5500 OTHER CHARGES		28		
5600 FIXED ASSETS	173,338		90,078	90,078
TOTAL EXPENDITURES	3,125,306	1,526,538	3,329,236	3,407,905
022700 NET COST	(2,052,717)	(1,224,562)	(1,837,521)	(1,837,521)
022706 JAIL SECURITY PROJECT				
REVENUES				
4800 OTHER FINANCING SOURCES	9,258		105,500	105,500
TOTAL REVENUES	9,258		105,500	105,500
EXPENDITURES				
5100 SERVICES & SUPPLIES	14,426	4,654	45,500	45,500
5600 FIXED ASSETS			60,000	60,000
TOTAL EXPENDITURES	14,426	4,654	105,500	105,500
022706 NET COST	(5,168)	(4,654)		

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 **RUN DATE:** 02/10/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
022710 SHERIFF - SAFETY PERSONNEL				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	45,000		84,000	84,000
TOTAL REVENUES	<u>45,000</u>		<u>84,000</u>	<u>84,000</u>
EXPENDITURES				
5000 SALARIES & BENEFITS	5,317,487	3,231,336	6,186,691	6,184,891
5100 SERVICES & SUPPLIES	1,159	1,973	1,200	3,000
5200 INTERNAL CHARGES	243,946	175,002	350,005	350,005
TOTAL EXPENDITURES	<u>5,562,592</u>	<u>3,408,311</u>	<u>6,537,896</u>	<u>6,537,896</u>
022710 NET COST	<u>(5,517,592)</u>	<u>(3,408,311)</u>	<u>(6,453,896)</u>	<u>(6,453,896)</u>
 056605 DNA				
REVENUES				
4200 FINES & FORFEITURES			10,000	10,000
TOTAL REVENUES			<u>10,000</u>	<u>10,000</u>
EXPENDITURES				
5100 SERVICES & SUPPLIES	1,000		10,000	10,000
TOTAL EXPENDITURES	<u>1,000</u>		<u>10,000</u>	<u>10,000</u>
056605 NET COST	<u>(1,000)</u>			
 056610 RAN				
REVENUES				
4200 FINES & FORFEITURES	41,726		70,692	70,692
TOTAL REVENUES	<u>41,726</u>		<u>70,692</u>	<u>70,692</u>
EXPENDITURES				
5100 SERVICES & SUPPLIES	16,538	492	86,701	86,701
5600 FIXED ASSETS	27,686		10,114	10,114
TOTAL EXPENDITURES	<u>44,224</u>	<u>492</u>	<u>96,815</u>	<u>96,815</u>
056610 NET COST	<u>(2,498)</u>	<u>(492)</u>	<u>(26,123)</u>	<u>(26,123)</u>
SHERIFF NET COST	<u>(7,578,975)</u>	<u>(4,638,019)</u>	<u>(8,317,540)</u>	<u>(8,317,540)</u>
SHERIFF NET COST	<u>(11,831,774)</u>	<u>(7,636,280)</u>	<u>(13,332,876)</u>	<u>(13,291,677)</u>

TREASURER

TREASURER/TAX COLLECTOR

010500 TTC GENERAL

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/10/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	466,253	125,095	800,100	500,150
4800 OTHER FINANCING SOURCES			31,000	31,000
4900 OTHER REVENUE	1,940	49,176	1,075	52,276
TOTAL REVENUES	<u>468,193</u>	<u>174,271</u>	<u>832,175</u>	<u>583,426</u>
EXPENDITURES				
5000 SALARIES & BENEFITS	564,130	344,797	740,255	691,411
5100 SERVICES & SUPPLIES	96,660	42,328	184,400	159,475
5200 INTERNAL CHARGES	42,791	19,728	50,405	40,428
TOTAL EXPENDITURES	<u>703,581</u>	<u>406,853</u>	<u>975,060</u>	<u>891,314</u>
010500 NET COST	<u>(235,388)</u>	<u>(232,582)</u>	<u>(142,885)</u>	<u>(307,888)</u>
TREASURER/TAX COLLECTOR NET COST	<u>(235,388)</u>	<u>(232,582)</u>	<u>(142,885)</u>	<u>(307,888)</u>
TREASURER NET COST	<u>(235,388)</u>	<u>(232,582)</u>	<u>(142,885)</u>	<u>(307,888)</u>
TRIAL COURT				
GRAND JURY				
022000 GRAND JURY EXPENDITURES				
5100 SERVICES & SUPPLIES	16,585	6,322	23,760	23,760
5200 INTERNAL CHARGES	113	168	600	600
TOTAL EXPENDITURES	<u>16,698</u>	<u>6,490</u>	<u>24,360</u>	<u>24,360</u>
022000 NET COST	<u>(16,698)</u>	<u>(6,490)</u>	<u>(24,360)</u>	<u>(24,360)</u>
GRAND JURY NET COST	<u>(16,698)</u>	<u>(6,490)</u>	<u>(24,360)</u>	<u>(24,360)</u>
TRIAL COURT NET COST	<u>(16,698)</u>	<u>(6,490)</u>	<u>(24,360)</u>	<u>(24,360)</u>
TOTAL NET COST	<u>949,571</u>	<u>(12,342,992)</u>	<u>(7,818,152)</u>	<u>(7,818,152)</u>

ATTACHMENT B

County of Inyo

BUD023 - Income Statement - Non-General Fund
Mid-Year FY 2022-23

Run Date: 02/09/2023

	% of Budget	Mid-Year Budget	Actual as of 12/31/22	% of Actual to Budget	YTD as of 12/31/21
REVENUES BY TYPE					
TAXES - PROPERTY	0.1%	80,510	8,621	10.7%	6,942
TAXES - SALES	3.5%	1,736,012	712,200	41.0%	995,139
LICENSES & PERMITS	1.0%	520,000	144,556	27.7%	132,945
FINES & FORFEITURES	0.0%	6,000	3,480	58.0%	1,750
RENTS & LEASES	0.7%	368,228	182,033	49.4%	171,768
REV USE OF MONEY & PROPERTY	0.4%	215,106	98,283	45.6%	60,423
AID FROM OTHER GOVT AGENCIES	52.5%	26,043,354	13,403,757	51.4%	10,233,971
CHARGES FOR CURRENT SERVICES	24.4%	12,109,673	5,054,415	41.7%	3,872,724
OTHER FINANCING SOURCES	16.8%	8,351,554	370,593	4.4%	1,506,386
OTHER REVENUE	0.3%	163,933	16,928	10.3%	159,475
Total Revenues by Type	100.0%	49,594,370	19,994,871	40.3%	17,141,526
EXPENDITURES BY OBJECT CATEGORY					
SALARIES & BENEFITS	26.6%	15,512,900	7,168,411	46.2%	6,170,967
SERVICES & SUPPLIES	34.7%	20,215,394	8,488,038	41.9%	5,024,472
INTERNAL CHARGES	8.2%	4,782,688	1,233,991	25.8%	1,125,239
OTHER CHARGES	1.5%	885,298	283,110	31.9%	202,040
DEBT SERVICE PRINCIPAL	0.6%	363,682	180,846	49.7%	276,356
DEBT SERVICE INTEREST	0.2%	158,423	81,389	51.3%	92,272
FIXED ASSETS	16.3%	9,489,696	6,007,980	63.3%	10,506,703
OTHER FINANCING USES	11.6%	6,787,803	2,038,601	30.0%	3,985,205
Total Expenditures	100.0%	58,195,884	25,482,370	43.7%	27,383,258
Change in Fund Balance		(8,601,514)	(5,487,498)	63.7%	(10,241,731)

BUD023 - Income Statement - Non-General Fund
Mid-Year FY 2022-23

Run Date: 02/09/2023

	% of Budget	Mid-Year Budget	Actual as of 12/31/22	% of Actual to Budget	YTD as of 12/31/21
EXPENDITURES BY DEPARTMENT					
AGRICULTURAL COMMISSIONER					
CANNABIS REGULATION-GENERAL OP	0.3%	200,452	135,322	67.5%	109,747
ES WEED MANAGEMENT GRANT	0.2%	125,066	57,272	45.7%	166,398
INYO MOSQUITO ABATEMENT	1.1%	648,135	228,572	35.2%	228,676
AUDITOR - CONTROLLER					
AC-CALPERS REFUNDING SF	0.6%	398,072	200,220	50.2%	194,407
AUDITOR CONTROLLER - GEN RESV					
AUDITOR CONTROLLER GEOTHERMAL	0.4%	235,500			
AUDITOR-CONTROLLER - ECON STAB					
IFAS UPGRADE	0.2%	152,859	57,516	37.6%	
PILT TRUST	3.5%	2,038,598	2,038,598	100.0%	1,992,678
CHILD SUPPORT SERVICES					
CHILD SUPPORT SERVICES	2.2%	1,326,926	679,987	51.2%	583,036
COUNTY ADMINISTRATIVE OFFICER					
2020 EMPG COVID SUPPLEMENTAL ABATEMENT					37,318
AMERICAN RESCUE PLAN ACT-2021	0.0%	30,000			
CAO - ACO	1.5%	900,000	6,400	0.7%	
CAO-COVID19	0.2%	132,216	7,689	5.8%	307,879
CAO-GENERAL RELIEF FUND	0.7%	431,701			632,830
COMPUTER SYSTEMS FUND	0.4%	281,878	34,698	12.3%	22,728
COMPUTER UPGRADE	0.3%	200,000			
COMPUTER UPGRADE	0.9%	554,811	126,942	22.8%	157,808
CONSOLIDATED OFFICE BUILDING	0.9%	952,323	325,050	34.1%	8,220,243
COUNTY LIABILITY TRUST	1.6%	2,019,490	1,244,027	61.6%	835,526
EMERGENCY PREPAREDNESS 20-21	3.4%	38,741	()	(0.0%)	
EMERGENCY PREPAREDNESS 21-22	0.0%	48,753	810	1.6%	52,417
EMERGENCY PREPAREDNESS 22-23	0.0%	128,753	37,265	28.9%	
FISH & GAME	0.2%	9,700	1,275	13.1%	1,289
GENRAL FUND BALANCE STAB TRUST	0.0%	825,936			
GREAT BASIN APC GRANT	1.4%	768,030			
HOMELAND SECURITY 20-21	1.3%	74,408			14,904
HOMELAND SECURITY 21-22	0.1%	93,278	15,907	17.0%	
HOMELAND SECURITY 22-23	0.1%	93,103			
IMBC-INYO MONO BROADBAND	0.1%	78,946			
LATA-LOCAL AGENCY TECH ASST LATCF	0.0%	15,000			
MEDICAL MALPRACTICE TRUST	0.2%	155,283	80,464	51.8%	60,679
MOTOR POOL OPERATING	0.2%	2,630,864	1,323,426	50.3%	1,063,912
MOTOR POOL REPLACEMENT	4.5%	1,019,500			367,653
NATURAL RESOURCE DEVELOPMENT	1.7%	154,639	39,139	25.3%	
PROPERTY TAX UPGRADE	0.2%	169,410	57,410	33.8%	
PURCHASING REVOLVING	0.3%	175,000	44,097	25.1%	29,575
WORKERS COMPENSATION TRUST	0.3%	1,521,325	1,322,934	86.9%	1,045,977
COUNTY CLERK					
RECORDERS MICROGRAPHIC/SYSTEM	2.6%	70,876	42,422	59.8%	39,265
DISTRICT ATTORNEY					
OES-VWAC 21-22	0.1%	78,330	65,908	84.1%	66,406

BUD023 - Income Statement - Non-General Fund
Mid-Year FY 2022-23

Run Date: 02/09/2023

	% of Budget	Mid-Year Budget	Actual as of 12/31/22	% of Actual to Budget	YTD as of 12/31/21
OES-VWAC 22-23	0.3%	208,596	67,029	32.1%	
FARM ADVISOR					
LEASE RENTAL	0.0%	6,000			
RANGE IMPROVEMENT	0.0%	6,000			
HEALTH & HUMAN SERVICES					
CBCAP	0.1%	70,954	9,154	12.9%	12,213
COC - CONTINUUM OF CARE	0.3%	201,987	59,520	29.4%	
DRINKING DRIVER PROGRAM	0.2%	158,767	72,434	45.6%	38,558
ELC-2 ENHANCED LAB CAPICITY	1.9%	1,132,833	471,492	41.6%	271,348
ESAAA	4.1%	2,412,470	921,494	38.1%	630,175
FIRST FIVE COMMISSION	1.1%	650,700	261,216	40.1%	220,339
FIRST PROGRAM	0.9%	578,164	207,715	35.9%	236,391
MATERNAL CHILD HEALTH 22-23	0.6%	402,919	116,098	28.8%	
SUBSTANCE USE DISORDERS	1.9%	1,150,676	341,550	29.6%	318,239
TOBACCO TAX GRANT 22-25	0.6%	370,049	182,643	49.3%	6,523
WOMEN INFANTS & CHILDREN 21-22	0.2%	154,158	78,951	51.2%	129,604
WOMEN INFANTS & CHILDREN 22-23	0.4%	271,702	89,946	33.1%	
WORK INVESTMENT ACT 22-23	0.2%	126,598	30,677	24.2%	
PLANNING					
YUCCA MOUNTAIN OVERSIGHT	0.5%	300,549	194,036	64.5%	23,101
PROBATION					
CRIMINAL JUSTICE-REALIGNMENT	2.2%	1,291,664	81,499	6.3%	75,525
PROP 64 PUBLIC HEALTH & SAFEY	0.5%	327,766	1,940	0.5%	
PUBLIC WORKS					
BIG PINE LIGHTING	0.0%	31,151	6,455	20.7%	9,165
BISHOP AIR ENVIR ASSESSMENT	0.4%	236,515	228,131	96.4%	12,904
BISHOP AIRPORT	4.3%	2,560,445	1,292,939	50.4%	1,486,538
BISHOP AIRPORT - SPECIAL	0.0%	10,000	4,310	43.1%	4,184
CAPITAL IMPV-WATER SYSTEM					
COUNTY SERVICE AREA #2	0.2%	129,471	5,452	4.2%	17,801
DIAZ LAKE DOCK GRANT	0.4%	249,681	247,294	99.0%	
INDEPENDENCE AIRPORT	0.2%	167,000	26,814	16.0%	9,033
INDEPENDENCE AIRPORT - SPECIAL	0.0%	10,250	1,681	16.4%	1,553
INDEPENDENCE LIGHTING	0.0%	37,950	12,399	32.6%	7,468
LONE PINE LIGHTING	0.0%	48,250	8,378	17.3%	9,994
LONE PINE/DEATH VALLEY AIR-SP	0.0%	10,524	6,702	63.6%	2,518
LONE PINE/DEATH VALLEY AIRPORT	0.2%	150,696	32,664	21.6%	64,992
PARKS REHAB & DEVELOPMENT TRST					
PER CAPITA GRANT-PROP 68	0.9%	540,000	401,000	74.2%	
PUBLIC WORKS - DEFERRED MAINT	3.5%	2,081,776	561,779	26.9%	19,046
RECYCLING & WASTE CAPITAL IMPR	0.5%	327,000			272,270
RECYCLING & WASTE MGMT	8.9%	5,227,109	1,937,003	37.0%	2,415,826
ROAD	20.8%	12,162,432	7,048,139	57.9%	3,312,888
ROAD PROJECTS - STATE FUNDED	1.6%	952,366	840,768	88.2%	253,113
SHOSHONE AIRPORT - SPECIAL	0.0%	10,100	575	5.6%	915
TECOPA LAGOON PHASE 2	0.4%	258,126			
TRANSPORTATION & PLANNING TRST	1.2%	741,198	375,697	50.6%	287,074
WATER SYSTEMS	0.8%	509,674	179,393	35.1%	199,570
SHERIFF					

County of Inyo

BUD023 - Income Statement - Non-General Fund
Mid-Year FY 2022-23

Run Date: 02/09/2023

	% of Budget	Mid-Year Budget	Actual as of 12/31/22	% of Actual to Budget	YTD as of 12/31/21
CAL ANIMAL SPRING GRANT	0.1%	63,741			
CALMET TASK FORCE	0.2%	169,947	57,066	33.5%	50,928
ILLEGAL CANNABIS SUPPRESSION	0.0%	20,000			764
OFF HWY VEHICLE GRANT 20-21					
OFF HWY VEHICLE GRANT 22-23	0.0%	42,000			
WATER					
OWENS RIVER WATER TRAIL GRANT	0.8%	500,032			
SALT CEDAR PROJECT	0.1%	107,901	33,919	31.4%	46,960
WATER DEPARTMENT	3.8%	2,240,095	813,042	36.2%	704,363
	100.0%	58,195,884	25,482,370	43.7%	27,383,258

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/09/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
AGRICULTURAL COMMISSIONER				
AG COMM/SEALER				
023301 CANNABIS REGULATION-GENERAL OP				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	248,341	135,322	201,334	201,334
TOTAL REVENUES	248,341	135,322	201,334	201,334
EXPENDITURES				
5000 SALARIES & BENEFITS	219,284	112,239	133,406	133,406
5100 SERVICES & SUPPLIES	6,874	1,919	17,659	17,659
5200 INTERNAL CHARGES	22,184	21,167	49,387	49,387
TOTAL EXPENDITURES	248,342	135,325	200,452	200,452
023301 NET COST	(1)	(3)	882	882
621300 ES WEED MANAGEMENT GRANT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	(301)	(102)		
4400 AID FROM OTHER GOVT AGENCIES	214,795	34,107	144,521	144,521
4600 CHARGES FOR CURRENT SERVICES	20,590	4,089	27,500	27,500
4800 OTHER FINANCING SOURCES			31,000	31,000
4900 OTHER REVENUE				20,500
TOTAL REVENUES	235,084	38,094	203,021	223,521
EXPENDITURES				
5000 SALARIES & BENEFITS	128,320	42,987	83,651	83,651
5100 SERVICES & SUPPLIES	17,746	2,205	13,724	13,724
5200 INTERNAL CHARGES	55,771	12,079	27,691	27,691
5600 FIXED ASSETS	28,920			
TOTAL EXPENDITURES	230,757	57,271	125,066	125,066
621300 NET COST	4,327	(19,177)	77,955	98,455
AG COMM/SEALER NET COST	4,326	(19,180)	78,837	99,337
MOSQUITO CONTROL				
154101 INYO MOSQUITO ABATEMENT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	357	268	100	100
4400 AID FROM OTHER GOVT AGENCIES	33,444	3,639	70,000	70,000
4600 CHARGES FOR CURRENT SERVICES	485,657	4,274	497,088	497,088
4900 OTHER REVENUE			6,000	6,000
TOTAL REVENUES	519,458	8,181	573,188	573,188

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/09/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
EXPENDITURES				
5000 SALARIES & BENEFITS	281,204	164,480	456,114	456,614
5100 SERVICES & SUPPLIES	59,890	27,384	76,338	85,035
5200 INTERNAL CHARGES	92,743	36,709	83,683	82,660
5600 FIXED ASSETS	19,440		32,000	23,826
TOTAL EXPENDITURES	453,277	228,573	648,135	648,135
154101 NET COST	66,181	(220,392)	(74,947)	(74,947)
MOSQUITO CONTROL NET COST	66,181	(220,392)	(74,947)	(74,947)
AGRICULTURAL COMMISSIONER NET COST	70,507	(239,572)	3,890	24,390
AUDITOR - CONTROLLER				
AUDITOR-CONTROLLER				
010404 AC-CALPERS REFUNDING SF				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	385,778	199,036	398,071	398,071
TOTAL REVENUES	385,778	199,036	398,071	398,071
EXPENDITURES				
5550 DEBT SERVICE PRINCIPAL	222,000	123,000	247,000	247,000
5560 DEBT SERVICE INTEREST	163,776	77,220	151,072	151,072
TOTAL EXPENDITURES	385,776	200,220	398,072	398,072
010404 NET COST	2	(1,184)	(1)	(1)
010405 AUDITOR CONTROLLER - GEN RESV				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	12,490	6,844	12,000	12,000
4800 OTHER FINANCING SOURCES	1,082,624		912,968	912,968
TOTAL REVENUES	1,095,114	6,844	924,968	924,968
010405 NET COST	1,095,114	6,844	924,968	924,968
010406 AUDITOR CONTROLLER GEOTHERMAL				
REVENUES				
4300 RENTS & LEASES	176,725	50,176		
TOTAL REVENUES	176,725	50,176		
EXPENDITURES				
5800 OTHER FINANCING USES			275,500	235,500

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/09/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
TOTAL EXPENDITURES			275,500	235,500
010406 NET COST	176,725	50,176	(275,500)	(235,500)
010407 AUDITOR-CONTROLLER - ECON STAB				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	12,997	5,572	12,500	12,500
TOTAL REVENUES	12,997	5,572	12,500	12,500
EXPENDITURES				
TOTAL EXPENDITURES				
010407 NET COST	12,997	5,572	12,500	12,500
500458 PILT TRUST				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	2,038,598			
TOTAL REVENUES	2,038,598			
EXPENDITURES				
5800 OTHER FINANCING USES	1,992,678	2,038,598	2,038,598	2,038,598
TOTAL EXPENDITURES	1,992,678	2,038,598	2,038,598	2,038,598
500458 NET COST	45,920	(2,038,598)	(2,038,598)	(2,038,598)
AUDITOR-CONTROLLER NET COST	1,330,758	(1,977,190)	(1,376,631)	(1,336,631)
INFORMATION SERVICES				
011806 IFAS UPGRADE				
EXPENDITURES				
5100 SERVICES & SUPPLIES			10,000	10,000
5600 FIXED ASSETS	16,170	57,516	142,859	142,859
TOTAL EXPENDITURES	16,170	57,516	152,859	152,859
011806 NET COST	(16,170)	(57,516)	(152,859)	(152,859)
INFORMATION SERVICES NET COST	(16,170)	(57,516)	(152,859)	(152,859)
AUDITOR - CONTROLLER NET COST	1,314,588	(2,034,706)	(1,529,490)	(1,489,490)
COUNTY ADMINISTRATIVE OFFICER				
AUDITOR-CONTROLLER				
011804 PROPERTY TAX UPGRADE				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/09/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
REVENUES				
TOTAL REVENUES	<hr/>			
EXPENDITURES				
5100 SERVICES & SUPPLIES		57,410	169,410	169,410
5550 DEBT SERVICE PRINCIPAL	26,527			
TOTAL EXPENDITURES	<hr/> 26,527	57,410	169,410	169,410
011804 NET COST	<hr/> (26,527)	(57,410)	(169,410)	(169,410)
AUDITOR-CONTROLLER NET COST	<hr/> (26,527)	(57,410)	(169,410)	(169,410)
COUNTY ADMINISTRATIVE OFFICER				
010201 CAO - ACO				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	169,667			
4600 CHARGES FOR CURRENT SERVICES	51,351		51,351	51,351
4800 OTHER FINANCING SOURCES	1,494,917		912,968	1,344,669
TOTAL REVENUES	<hr/> 1,715,935		964,319	1,396,020
EXPENDITURES				
5100 SERVICES & SUPPLIES	80,094		68,825	68,825
5200 INTERNAL CHARGES	11,652	3,850		18,000
5600 FIXED ASSETS	261,256	3,839	3,839	3,839
5800 OTHER FINANCING USES	1,152,648		41,552	41,552
TOTAL EXPENDITURES	<hr/> 1,505,650	7,689	114,216	132,216
010201 NET COST	<hr/> 210,285	(7,689)	850,103	1,263,804
010204 NATURAL RESOURCE DEVELOPMENT				
REVENUES				
TOTAL REVENUES	<hr/>			
EXPENDITURES				
5100 SERVICES & SUPPLIES		39,139	154,639	154,639
TOTAL EXPENDITURES		<hr/> 39,139	154,639	154,639
010204 NET COST		<hr/> (39,139)	(154,639)	(154,639)
010403 ABATEMENT				
REVENUES				
4800 OTHER FINANCING SOURCES	30,000		30,000	30,000

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/09/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
TOTAL REVENUES	30,000		30,000	30,000
EXPENDITURES				
5100 SERVICES & SUPPLIES			30,000	30,000
TOTAL EXPENDITURES			30,000	30,000
010403 NET COST	30,000			
011809 CONSOLIDATED OFFICE BUILDING				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	314,483	159,622	336,742	336,742
4800 OTHER FINANCING SOURCES	438,491	99,166	316,011	316,011
TOTAL REVENUES	752,974	258,788	652,753	652,753
EXPENDITURES				
5000 SALARIES & BENEFITS	49,926	35,224	73,616	73,616
5100 SERVICES & SUPPLIES	582,244	288,921	876,898	876,898
5200 INTERNAL CHARGES		905	1,809	1,809
5600 FIXED ASSETS	7,823,086			
TOTAL EXPENDITURES	8,455,256	325,050	952,323	952,323
011809 NET COST	(7,702,282)	(66,262)	(299,570)	(299,570)
024200 FISH & GAME				
REVENUES				
4200 FINES & FORFEITURES	4,986	3,481	6,000	6,000
TOTAL REVENUES	4,986	3,481	6,000	6,000
EXPENDITURES				
5100 SERVICES & SUPPLIES	3,605	1,275	9,700	9,700
TOTAL EXPENDITURES	3,605	1,275	9,700	9,700
024200 NET COST	1,381	2,206	(3,700)	(3,700)
501501 GENRAL FUND BALANCE STAB TRUST				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	2,649	1,136		
TOTAL REVENUES	2,649	1,136		
EXPENDITURES				
5800 OTHER FINANCING USES			825,936	825,936
TOTAL EXPENDITURES			825,936	825,936

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 **RUN DATE:** 02/09/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
501501 NET COST	2,649	1,136	(825,936)	(825,936)
610189 GREAT BASIN APC GRANT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	1,911	1,065		
4400 AID FROM OTHER GOVT AGENCIES	820,063			
TOTAL REVENUES	821,974	1,065		
EXPENDITURES				
5100 SERVICES & SUPPLIES	54,600			
5800 OTHER FINANCING USES			768,030	768,030
TOTAL EXPENDITURES	54,600		768,030	768,030
610189 NET COST	767,374	1,065	(768,030)	(768,030)
612200 LATA-LOCAL AGENCY TECH ASST				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES				15,000
TOTAL REVENUES				15,000
EXPENDITURES				
5200 INTERNAL CHARGES				15,000
TOTAL EXPENDITURES				15,000
612200 NET COST				
612300 IMBC-INYO MONO BROADBAND				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES				78,946
TOTAL REVENUES				78,946
EXPENDITURES				
5000 SALARIES & BENEFITS				77,146
5100 SERVICES & SUPPLIES				1,800
TOTAL EXPENDITURES				78,946
612300 NET COST				
640299 LATCF				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		5,691,000		

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/09/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
TOTAL REVENUES		5,691,000		
640299 NET COST		5,691,000		
650200 AMERICAN RESCUE PLAN ACT-2021				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	5,642	4,540		
4400 AID FROM OTHER GOVT AGENCIES	1,751,932			
TOTAL REVENUES	1,757,574	4,540		
EXPENDITURES				
5100 SERVICES & SUPPLIES		6,400	750,000	750,000
5800 OTHER FINANCING USES			150,000	150,000
TOTAL EXPENDITURES		6,400	900,000	900,000
650200 NET COST	1,757,574	(1,860)	(900,000)	(900,000)
COUNTY ADMINISTRATIVE OFFICER NET COST	(4,933,019)	5,580,457	(2,101,772)	(1,688,071)
INFORMATION SERVICES				
011808 COMPUTER UPGRADE				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	503,484	261,519	522,603	522,603
TOTAL REVENUES	503,484	261,519	522,603	522,603
EXPENDITURES				
5100 SERVICES & SUPPLIES	417,346	86,513	488,746	488,746
5600 FIXED ASSETS	299,841	40,429	51,065	51,065
5800 OTHER FINANCING USES			15,000	15,000
TOTAL EXPENDITURES	717,187	126,942	554,811	554,811
011808 NET COST	(213,703)	134,577	(32,208)	(32,208)
699900 COMPUTER SYSTEMS FUND				
REVENUES				
4800 OTHER FINANCING SOURCES	200,000		300,000	300,000
TOTAL REVENUES	200,000		300,000	300,000
EXPENDITURES				
5800 OTHER FINANCING USES			200,000	200,000
TOTAL EXPENDITURES			200,000	200,000

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/09/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
699900 NET COST	200,000		100,000	100,000
INFORMATION SERVICES NET COST	(13,703)	134,577	67,792	67,792
MOTOR POOL				
200100 MOTOR POOL OPERATING				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	616	535	3,000	3,000
4600 CHARGES FOR CURRENT SERVICES	1,543,022	691,156	1,498,000	1,502,393
4800 OTHER FINANCING SOURCES	667,653		1,019,500	1,019,500
4900 OTHER REVENUE	34,284		20,000	34,000
TOTAL REVENUES	2,245,575	691,691	2,540,500	2,558,893
EXPENDITURES				
5000 SALARIES & BENEFITS	203,060	149,677	283,378	289,265
5100 SERVICES & SUPPLIES	1,354,270	1,124,084	1,552,345	1,550,640
5200 INTERNAL CHARGES	120,005	40,762	82,248	96,459
5600 FIXED ASSETS	277,361	8,901	694,500	694,500
TOTAL EXPENDITURES	1,954,696	1,323,424	2,612,471	2,630,864
200100 NET COST	290,879	(631,733)	(71,971)	(71,971)
200200 MOTOR POOL REPLACEMENT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	4,488	1,787	2,400	2,400
4600 CHARGES FOR CURRENT SERVICES	307,260	1,485	198,000	198,000
4900 OTHER REVENUE	128,695		20,000	34,000
TOTAL REVENUES	440,443	3,272	220,400	234,400
EXPENDITURES				
5800 OTHER FINANCING USES	667,653		1,019,500	1,019,500
TOTAL EXPENDITURES	667,653		1,019,500	1,019,500
200200 NET COST	(227,210)	3,272	(799,100)	(785,100)
MOTOR POOL NET COST	63,669	(628,461)	(871,071)	(857,071)
OFFICE OF DISASTER SERVICES				
010205 CAO-GENERAL RELIEF FUND				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			55,433	55,433
TOTAL REVENUES			55,433	55,433

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/09/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
EXPENDITURES				
5100 SERVICES & SUPPLIES	11,501	34,695	136,694	117,127
5600 FIXED ASSETS	17,407		64,751	64,751
5800 OTHER FINANCING USES	162	3	100,000	100,000
TOTAL EXPENDITURES	29,070	34,698	301,445	281,878
010205 NET COST	(29,070)	(34,698)	(246,012)	(226,445)
010208 CAO-COVID19				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	2,038	606		
TOTAL REVENUES	2,038	606		
EXPENDITURES				
5100 SERVICES & SUPPLIES	1,740		12,550	
5800 OTHER FINANCING USES	631,604			431,701
TOTAL EXPENDITURES	633,344		12,550	431,701
010208 NET COST	(631,306)	606	(12,550)	(431,701)
610191 2020 EMPG COVID SUPPLEMENTAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	37,317			
4800 OTHER FINANCING SOURCES		1		
TOTAL REVENUES	37,317	1		
EXPENDITURES				
5600 FIXED ASSETS	37,318			
TOTAL EXPENDITURES	37,318			
610191 NET COST	(1)	1		
623720 HOMELAND SECURITY 20-21				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	12,500		74,408	74,408
TOTAL REVENUES	12,500		74,408	74,408
EXPENDITURES				
5100 SERVICES & SUPPLIES	64,910		74,408	74,408
5200 INTERNAL CHARGES	4,809			
TOTAL EXPENDITURES	69,719		74,408	74,408

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 RUN DATE: 02/09/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
623720 NET COST	(57,219)			
623721 HOMELAND SECURITY 21-22				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			93,278	93,278
TOTAL REVENUES	93,278			
EXPENDITURES				
5100 SERVICES & SUPPLIES		13,575	88,614	88,614
5200 INTERNAL CHARGES		2,332	4,664	4,664
TOTAL EXPENDITURES	15,907			
623721 NET COST	(15,907)			
623722 HOMELAND SECURITY 22-23				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES				93,103
TOTAL REVENUES	93,103			
EXPENDITURES				
5100 SERVICES & SUPPLIES				9,300
5200 INTERNAL CHARGES				4,655
5600 FIXED ASSETS				79,148
TOTAL EXPENDITURES	93,103			
623722 NET COST				
623820 EMERGENCY PREPAREDNESS 20-21				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	3,674		38,741	38,741
4800 OTHER FINANCING SOURCES		54,371		
TOTAL REVENUES	3,674	54,371	38,741	38,741
EXPENDITURES				
5100 SERVICES & SUPPLIES	1,962		38,741	38,741
TOTAL EXPENDITURES	1,962		38,741	38,741
623820 NET COST	1,712	54,371		
623821 EMERGENCY PREPAREDNESS 21-22				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			48,753	48,753

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4800 OTHER FINANCING SOURCES		73,832		
TOTAL REVENUES		<u>73,832</u>	<u>48,753</u>	<u>48,753</u>
EXPENDITURES				
5000 SALARIES & BENEFITS	66,388			
5100 SERVICES & SUPPLIES	1,453	810	28,753	38,753
5200 INTERNAL CHARGES	6,705		10,000	
5600 FIXED ASSETS			10,000	10,000
TOTAL EXPENDITURES	<u>74,546</u>	<u>810</u>	<u>48,753</u>	<u>48,753</u>
623821 NET COST	<u>(74,546)</u>	<u>73,022</u>		
623822 EMERGENCY PREPAREDNESS 22-23				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			128,753	128,753
TOTAL REVENUES			<u>128,753</u>	<u>128,753</u>
EXPENDITURES				
5000 SALARIES & BENEFITS		33,239	65,800	65,800
5100 SERVICES & SUPPLIES			48,352	48,352
5200 INTERNAL CHARGES		4,025	14,601	14,601
TOTAL EXPENDITURES		<u>37,264</u>	<u>128,753</u>	<u>128,753</u>
623822 NET COST		<u>(37,264)</u>		
OFFICE OF DISASTER SERVICES NET COST	<u>(790,430)</u>	<u>40,131</u>	<u>(258,562)</u>	<u>(658,146)</u>
PURCHASING				
200300 PURCHASING REVOLVING				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	109,061	43,295	175,000	175,000
TOTAL REVENUES	<u>109,061</u>	<u>43,295</u>	<u>175,000</u>	<u>175,000</u>
EXPENDITURES				
5100 SERVICES & SUPPLIES	116,375	44,097	175,000	175,000
TOTAL EXPENDITURES	<u>116,375</u>	<u>44,097</u>	<u>175,000</u>	<u>175,000</u>
200300 NET COST	<u>(7,314)</u>	<u>(802)</u>		
PURCHASING NET COST	<u>(7,314)</u>	<u>(802)</u>		
RISK MANAGEMENT				
500902 WORKERS COMPENSATION TRUST				

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REVENUES				
4350 REV USE OF MONEY & PROPERTY	(419)	(556)		
4600 CHARGES FOR CURRENT SERVICES	1,192,935	743,647	1,487,325	1,487,325
4900 OTHER REVENUE	250			
TOTAL REVENUES	1,192,766	743,091	1,487,325	1,487,325
EXPENDITURES				
5100 SERVICES & SUPPLIES	1,106,188	1,318,124	1,507,203	1,507,203
5200 INTERNAL CHARGES	10,734	4,811	14,122	14,122
TOTAL EXPENDITURES	1,116,922	1,322,935	1,521,325	1,521,325
500902 NET COST	75,844	(579,844)	(34,000)	(34,000)
500903 COUNTY LIABILITY TRUST				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	2,684	865		
4600 CHARGES FOR CURRENT SERVICES	1,062,604	681,330	1,358,467	1,358,467
4900 OTHER REVENUE	323	310		
TOTAL REVENUES	1,065,611	682,505	1,358,467	1,358,467
EXPENDITURES				
5100 SERVICES & SUPPLIES	1,030,420	1,236,488	1,990,412	1,990,412
5200 INTERNAL CHARGES	6,269	7,539	19,078	19,078
5800 OTHER FINANCING USES			10,000	10,000
TOTAL EXPENDITURES	1,036,689	1,244,027	2,019,490	2,019,490
500903 NET COST	28,922	(561,522)	(661,023)	(661,023)
500904 MEDICAL MALPRACTICE TRUST				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	221	98		
4600 CHARGES FOR CURRENT SERVICES	108,817	77,642	155,283	155,283
TOTAL REVENUES	109,038	77,740	155,283	155,283
EXPENDITURES				
5100 SERVICES & SUPPLIES	86,603	79,836	154,025	154,025
5200 INTERNAL CHARGES	1,129	629	1,258	1,258
TOTAL EXPENDITURES	87,732	80,465	155,283	155,283
500904 NET COST	21,306	(2,725)		
RISK MANAGEMENT NET COST	126,072	(1,144,091)	(695,023)	(695,023)

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COUNTY ADMINISTRATIVE OFFICER NET COST	(5,581,252)	3,924,401	(4,028,046)	(3,999,929)
CHILD SUPPORT SERVICES				
CHILD SUPPORT				
022501 CHILD SUPPORT SERVICES				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	499	176	800	800
4400 AID FROM OTHER GOVT AGENCIES	1,024,670	644,896	1,325,837	1,325,837
4900 OTHER REVENUE	530			
TOTAL REVENUES	1,025,699	645,072	1,326,637	1,326,637
EXPENDITURES				
5000 SALARIES & BENEFITS	758,131	526,695	988,707	988,707
5100 SERVICES & SUPPLIES	220,874	122,526	243,047	233,489
5200 INTERNAL CHARGES	101,929	30,768	95,172	104,730
TOTAL EXPENDITURES	1,080,934	679,989	1,326,926	1,326,926
022501 NET COST	(55,235)	(34,917)	(289)	(289)
CHILD SUPPORT NET COST	(55,235)	(34,917)	(289)	(289)
CHILD SUPPORT SERVICES NET COST	(55,235)	(34,917)	(289)	(289)
COUNTY CLERK				
RECORDER				
023401 RECORDERS MICROGRAPHIC/SYSTEM				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	385	154	200	300
4600 CHARGES FOR CURRENT SERVICES	35,819	10,347	30,000	19,721
4800 OTHER FINANCING SOURCES	1,713		1,800	1,800
TOTAL REVENUES	37,917	10,501	32,000	21,821
EXPENDITURES				
5000 SALARIES & BENEFITS	4,555	4,789	4,789	4,789
5100 SERVICES & SUPPLIES	49,359	37,400	75,800	65,621
5200 INTERNAL CHARGES	1,704	233	466	466
TOTAL EXPENDITURES	55,618	42,422	81,055	70,876
023401 NET COST	(17,701)	(31,921)	(49,055)	(49,055)
RECORDER NET COST	(17,701)	(31,921)	(49,055)	(49,055)
COUNTY CLERK NET COST	(17,701)	(31,921)	(49,055)	(49,055)

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DISTRICT ATTORNEY				
DISTRICT ATTORNEY				
620421 OES-VWAC 21-22				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	192,520		78,330	78,330
TOTAL REVENUES	<u>192,520</u>		<u>78,330</u>	<u>78,330</u>
EXPENDITURES				
5000 SALARIES & BENEFITS	169,715	55,485	57,372	57,372
5100 SERVICES & SUPPLIES	5,334	1,102	11,260	11,259
5200 INTERNAL CHARGES	19,844	9,321	9,698	9,699
TOTAL EXPENDITURES	<u>194,893</u>	<u>65,908</u>	<u>78,330</u>	<u>78,330</u>
620421 NET COST	<u>(2,373)</u>	<u>(65,908)</u>		
620422 OES-VWAC 22-23				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			208,596	208,596
TOTAL REVENUES			<u>208,596</u>	<u>208,596</u>
EXPENDITURES				
5000 SALARIES & BENEFITS		58,043	172,080	173,508
5100 SERVICES & SUPPLIES		1,050	10,058	8,630
5200 INTERNAL CHARGES		7,937	26,458	26,458
TOTAL EXPENDITURES		<u>67,030</u>	<u>208,596</u>	<u>208,596</u>
620422 NET COST		<u>(67,030)</u>		
DISTRICT ATTORNEY NET COST	<u>(2,373)</u>	<u>(132,938)</u>		
DISTRICT ATTORNEY NET COST	<u>(2,373)</u>	<u>(132,938)</u>		

FARM ADVISOR				
FARM ADVISOR				
024300 RANGE IMPROVEMENT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	116			
TOTAL REVENUES	<u>116</u>			
EXPENDITURES				
5100 SERVICES & SUPPLIES			6,000	6,000
TOTAL EXPENDITURES			<u>6,000</u>	<u>6,000</u>

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024300 NET COST	116		(6,000)	(6,000)
024400 LEASE RENTAL REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	1,165			
TOTAL REVENUES	1,165			
EXPENDITURES				
5100 SERVICES & SUPPLIES			6,000	6,000
TOTAL EXPENDITURES			6,000	6,000
024400 NET COST	1,165		(6,000)	(6,000)
FARM ADVISOR NET COST	1,281		(12,000)	(12,000)
FARM ADVISOR NET COST	1,281		(12,000)	(12,000)

HEALTH & HUMAN SERVICES

ESAAA

683000 ESAAA

REVENUES

4060 TAXES - SALES	54,838			
4300 RENTS & LEASES	87		100	100
4350 REV USE OF MONEY & PROPERTY	(1,392)	(1,081)	300	300
4400 AID FROM OTHER GOVT AGENCIES	1,331,688	41,752	2,113,178	2,113,178
4600 CHARGES FOR CURRENT SERVICES	75,217	16,935	55,000	55,000
4800 OTHER FINANCING SOURCES	91,973		745,272	745,272
4900 OTHER REVENUE	45,385			
TOTAL REVENUES	1,597,796	57,606	2,913,850	2,913,850

EXPENDITURES

5000 SALARIES & BENEFITS	730,451	520,661	1,116,292	1,116,292
5100 SERVICES & SUPPLIES	263,993	182,011	560,450	560,284
5200 INTERNAL CHARGES	361,773	98,824	305,230	305,396
5500 OTHER CHARGES	178,234	120,000	350,498	350,498
5800 OTHER FINANCING USES			80,000	80,000
TOTAL EXPENDITURES	1,534,451	921,496	2,412,470	2,412,470

683000 NET COST 63,345 (863,890) 501,380 501,380

ESAAA NET COST 63,345 (863,890) 501,380 501,380

HEALTH

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641622 MATERNAL CHILD HEALTH 22-23				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			402,919	402,919
TOTAL REVENUES			402,919	402,919
EXPENDITURES				
5000 SALARIES & BENEFITS		110,442	306,717	306,717
5100 SERVICES & SUPPLIES	30	2,057	80,923	80,916
5200 INTERNAL CHARGES		3,599	15,279	15,286
TOTAL EXPENDITURES	30	116,098	402,919	402,919
641622 NET COST	(30)	(116,098)		
641921 WOMEN INFANTS & CHILDREN 21-22				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	125,938		154,158	154,158
TOTAL REVENUES	125,938		154,158	154,158
EXPENDITURES				
5000 SALARIES & BENEFITS	184,214	64,094	132,153	132,153
5100 SERVICES & SUPPLIES	26,534	2,306	7,412	7,412
5200 INTERNAL CHARGES	63,122	12,550	14,593	14,593
TOTAL EXPENDITURES	273,870	78,950	154,158	154,158
641921 NET COST	(147,932)	(78,950)		
641922 WOMEN INFANTS & CHILDREN 22-23				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			271,702	271,702
TOTAL REVENUES			271,702	271,702
EXPENDITURES				
5000 SALARIES & BENEFITS		78,994	216,845	216,845
5100 SERVICES & SUPPLIES		779	18,811	18,811
5200 INTERNAL CHARGES		10,174	36,046	36,046
TOTAL EXPENDITURES		89,947	271,702	271,702
641922 NET COST		(89,947)		
HEALTH NET COST	(147,962)	(284,995)		
HEALTH GRANTS				
610390 ELC-2 ENHANCED LAB CAPICITY				

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REVENUES				
4350 REV USE OF MONEY & PROPERTY	1,148	(349)		
4400 AID FROM OTHER GOVT AGENCIES		356,487	1,130,135	1,130,135
TOTAL REVENUES	1,148	356,138	1,130,135	1,130,135
EXPENDITURES				
5000 SALARIES & BENEFITS	601,594	395,938	749,023	749,023
5100 SERVICES & SUPPLIES	194,313	57,083	333,888	333,888
5200 INTERNAL CHARGES	5,765	18,473	49,922	49,922
TOTAL EXPENDITURES	801,672	471,494	1,132,833	1,132,833
610390 NET COST	(800,524)	(115,356)	(2,698)	(2,698)
640322 TOBACCO TAX GRANT 22-25				
REVENUES				
4800 OTHER FINANCING SOURCES	88,388	56,478	356,478	370,049
TOTAL REVENUES	88,388	56,478	356,478	370,049
EXPENDITURES				
5000 SALARIES & BENEFITS	52,052	85,870	201,267	201,267
5100 SERVICES & SUPPLIES	19,098	79,860	122,738	132,235
5200 INTERNAL CHARGES	17,238	16,915	35,347	36,547
TOTAL EXPENDITURES	88,388	182,645	359,352	370,049
640322 NET COST		(126,167)	(2,874)	
642515 CBCAP				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	(13)	10		10
4400 AID FROM OTHER GOVT AGENCIES	27,382		80,954	80,944
TOTAL REVENUES	27,369	10	80,954	80,954
EXPENDITURES				
5000 SALARIES & BENEFITS	17,866	8,875	14,388	14,388
5100 SERVICES & SUPPLIES			50,000	50,000
5200 INTERNAL CHARGES	5,161	280	6,566	6,566
TOTAL EXPENDITURES	23,027	9,155	70,954	70,954
642515 NET COST	4,342	(9,145)	10,000	10,000
643000 FIRST FIVE COMMISSION				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	2,208	856	1,500	1,500

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4400 AID FROM OTHER GOVT AGENCIES	405,807	72,502	494,429	494,429
TOTAL REVENUES	408,015	73,358	495,929	495,929
EXPENDITURES				
5000 SALARIES & BENEFITS	296,949	152,820	286,730	286,730
5100 SERVICES & SUPPLIES	141,876	63,974	253,338	270,933
5200 INTERNAL CHARGES	32,958	9,043	24,924	25,037
5500 OTHER CHARGES	25,284	35,382	68,000	68,000
TOTAL EXPENDITURES	497,067	261,219	632,992	650,700
643000 NET COST	(89,052)	(187,861)	(137,063)	(154,771)
HEALTH GRANTS NET COST	(885,234)	(438,529)	(132,635)	(147,469)
SOCIAL SERVICE				
055801 FIRST PROGRAM				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	198,234	107,211	240,552	240,552
4600 CHARGES FOR CURRENT SERVICES	88,814		120,000	120,000
4800 OTHER FINANCING SOURCES	176,339	83,106	217,612	217,612
TOTAL REVENUES	463,387	190,317	578,164	578,164
EXPENDITURES				
5000 SALARIES & BENEFITS	362,675	177,700	486,817	486,817
5100 SERVICES & SUPPLIES	12,057	1,569	22,032	22,015
5200 INTERNAL CHARGES	88,004	28,230	66,815	66,832
5500 OTHER CHARGES	579	216	2,500	2,500
TOTAL EXPENDITURES	463,315	207,715	578,164	578,164
055801 NET COST	72	(17,398)		
055900 COC - CONTINUUM OF CARE				
REVENUES				
4350 REV USE OF MONEY & PROPERTY		(1)		
4400 AID FROM OTHER GOVT AGENCIES			658,231	658,231
4800 OTHER FINANCING SOURCES			20,000	20,000
TOTAL REVENUES		(1)	678,231	678,231
EXPENDITURES				
5100 SERVICES & SUPPLIES		59,520	75,600	75,600
5200 INTERNAL CHARGES			10,000	10,000
5500 OTHER CHARGES			116,387	116,387
TOTAL EXPENDITURES		59,520	201,987	201,987

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055900 NET COST		(59,521)	476,244	476,244
SOCIAL SERVICE NET COST	72	(76,919)	476,244	476,244
SUBSTANCE ABUSE				
045312 DRINKING DRIVER PROGRAM				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	45,393	40,911	103,767	103,767
4600 CHARGES FOR CURRENT SERVICES	46,381	19,069	55,000	55,000
TOTAL REVENUES	91,774	59,980	158,767	158,767
EXPENDITURES				
5000 SALARIES & BENEFITS	61,136	65,195	139,430	139,430
5100 SERVICES & SUPPLIES	8,667	4,746	11,756	11,756
5200 INTERNAL CHARGES	21,973	2,497	7,581	7,581
TOTAL EXPENDITURES	91,776	72,438	158,767	158,767
045312 NET COST	(2)	(12,458)		
045315 SUBSTANCE USE DISORDERS				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	109	(198)		(198)
4400 AID FROM OTHER GOVT AGENCIES	403,204	234,421	993,511	993,709
4600 CHARGES FOR CURRENT SERVICES	13,727	12,069	153,500	153,500
4900 OTHER REVENUE	612			
TOTAL REVENUES	417,652	246,292	1,147,011	1,147,011
EXPENDITURES				
5000 SALARIES & BENEFITS	517,402	291,843	655,519	655,519
5100 SERVICES & SUPPLIES	63,763	30,274	342,699	342,699
5200 INTERNAL CHARGES	67,431	19,432	52,458	52,458
5500 OTHER CHARGES			100,000	100,000
TOTAL EXPENDITURES	648,596	341,549	1,150,676	1,150,676
045315 NET COST	(230,944)	(95,257)	(3,665)	(3,665)
SUBSTANCE ABUSE NET COST	(230,946)	(107,715)	(3,665)	(3,665)
WORK INVESTMENT ACT				
613722 WORK INVESTMENT ACT 22-23				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			126,598	126,598

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TOTAL REVENUES			126,598	126,598
EXPENDITURES				
5000 SALARIES & BENEFITS		27,883	76,477	76,477
5100 SERVICES & SUPPLIES		52	4,282	4,282
5200 INTERNAL CHARGES	18	2,744	6,799	6,799
5500 OTHER CHARGES			39,040	39,040
TOTAL EXPENDITURES	18	30,679	126,598	126,598
613722 NET COST	(18)	(30,679)		
WORK INVESTMENT ACT NET COST	(18)	(30,679)		
HEALTH & HUMAN SERVICES NET COST	(1,200,743)	(1,802,727)	841,324	826,490
PLANNING				
PLANNING AND ZONING				
620605 YUCCA MOUNTAIN OVERSIGHT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	2,417	987	8,000	8,000
TOTAL REVENUES	2,417	987	8,000	8,000
EXPENDITURES				
5000 SALARIES & BENEFITS	4,391	2,399	4,798	4,798
5100 SERVICES & SUPPLIES	41,422	190,896	270,265	270,265
5200 INTERNAL CHARGES	7,680	742	25,486	25,486
TOTAL EXPENDITURES	53,493	194,037	300,549	300,549
620605 NET COST	(51,076)	(193,050)	(292,549)	(292,549)
PLANNING AND ZONING NET COST	(51,076)	(193,050)	(292,549)	(292,549)
PLANNING NET COST	(51,076)	(193,050)	(292,549)	(292,549)
PROBATION				
PROBATION				
023002 CRIMINAL JUSTICE-REALIGNMENT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	734,236	81,500	1,291,664	1,291,664
TOTAL REVENUES	734,236	81,500	1,291,664	1,291,664
EXPENDITURES				
5200 INTERNAL CHARGES	645,915	81,500	1,291,664	1,291,664
5500 OTHER CHARGES	88,321			

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TOTAL EXPENDITURES	734,236	81,500	1,291,664	1,291,664
023002 NET COST				
620210 PROP 64 PUBLIC HEALTH & SAFEY				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		1,813	327,766	327,766
TOTAL REVENUES		1,813	327,766	327,766
EXPENDITURES				
5100 SERVICES & SUPPLIES		1,940	86,780	86,780
5200 INTERNAL CHARGES			170,986	170,986
5600 FIXED ASSETS			70,000	70,000
TOTAL EXPENDITURES		1,940	327,766	327,766
620210 NET COST				
		(127)		
PROBATION NET COST				
		(127)		
PROBATION NET COST				
		(127)		

PUBLIC WORKS

BISHOP AIRPORT

150100 BISHOP AIRPORT

REVENUES

4300 RENTS & LEASES	289,370	116,735	330,506	329,978
4350 REV USE OF MONEY & PROPERTY	93,830	49,335	100,653	102,804
4400 AID FROM OTHER GOVT AGENCIES	889,011			
4600 CHARGES FOR CURRENT SERVICES	1,434,378	987,429	1,543,009	1,944,772
4800 OTHER FINANCING SOURCES	250,000		150,000	150,000
4900 OTHER REVENUE	2,924	15,685	37,084	19,333
TOTAL REVENUES	2,959,513	1,169,184	2,161,252	2,546,887

EXPENDITURES

5000 SALARIES & BENEFITS	612,753	278,671	664,693	664,693
5100 SERVICES & SUPPLIES	1,420,056	954,555	1,424,264	1,740,335
5200 INTERNAL CHARGES	181,615	59,716	154,917	155,417
5600 FIXED ASSETS	848,226			
TOTAL EXPENDITURES	3,062,650	1,292,942	2,243,874	2,560,445

150100 NET COST (103,137) (123,758) (82,622) (13,558)

150200 BISHOP AIRPORT - SPECIAL

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REVENUES				
4350 REV USE OF MONEY & PROPERTY	42	24		
4400 AID FROM OTHER GOVT AGENCIES	10,000		10,000	10,000
TOTAL REVENUES	10,042	24	10,000	10,000
EXPENDITURES				
5100 SERVICES & SUPPLIES	4,118	4,310	8,053	8,053
5200 INTERNAL CHARGES	1,744		1,947	1,947
TOTAL EXPENDITURES	5,862	4,310	10,000	10,000
150200 NET COST	4,180	(4,286)		
630306 BISHOP AIR ENVIR ASSESSMENT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	8,122		195,795	195,795
4800 OTHER FINANCING SOURCES	6,448		41,552	41,552
TOTAL REVENUES	14,570		237,347	237,347
EXPENDITURES				
5100 SERVICES & SUPPLIES	13,294	228,131	228,131	228,131
5200 INTERNAL CHARGES	1,275		8,384	8,384
TOTAL EXPENDITURES	14,569	228,131	236,515	236,515
630306 NET COST	1	(228,131)	832	832
BISHOP AIRPORT NET COST	(98,956)	(356,175)	(81,790)	(12,726)
COUNTY SERVICE AREA #2				
810001 COUNTY SERVICE AREA #2				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	617	256	500	500
4600 CHARGES FOR CURRENT SERVICES	55,440	557	53,000	53,000
TOTAL REVENUES	56,057	813	53,500	53,500
EXPENDITURES				
5000 SALARIES & BENEFITS	2,335	1,511	5,112	5,112
5100 SERVICES & SUPPLIES	23,145	29	49,600	49,600
5200 INTERNAL CHARGES	12,382	3,913	14,759	14,759
5600 FIXED ASSETS	26,614		60,000	60,000
TOTAL EXPENDITURES	64,476	5,453	129,471	129,471
810001 NET COST	(8,419)	(4,640)	(75,971)	(75,971)

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COUNTY SERVICE AREA #2 NET COST	(8,419)	(4,640)	(75,971)	(75,971)
INDEPENDENCE AIRPORT				
150300 INDEPENDENCE AIRPORT				
REVENUES				
4300 RENTS & LEASES	1,964		2,250	2,250
4350 REV USE OF MONEY & PROPERTY	14,435	18	14,750	14,750
4600 CHARGES FOR CURRENT SERVICES		100,000	150,000	150,000
TOTAL REVENUES	16,399	100,018	167,000	167,000
EXPENDITURES				
5000 SALARIES & BENEFITS	3,439	3,879	3,879	3,879
5100 SERVICES & SUPPLIES	1,323	877	5,485	5,485
5200 INTERNAL CHARGES	9,997	559	7,636	7,636
5600 FIXED ASSETS		21,500	150,000	150,000
TOTAL EXPENDITURES	14,759	26,815	167,000	167,000
150300 NET COST	1,640	73,203		
150400 INDEPENDENCE AIRPORT - SPECIAL				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	87	45	100	100
4400 AID FROM OTHER GOVT AGENCIES	10,000		10,000	10,000
TOTAL REVENUES	10,087	45	10,100	10,100
EXPENDITURES				
5100 SERVICES & SUPPLIES	6,772	1,682	8,886	8,886
5200 INTERNAL CHARGES			1,364	1,364
TOTAL EXPENDITURES	6,772	1,682	10,250	10,250
150400 NET COST	3,315	(1,637)	(150)	(150)
INDEPENDENCE AIRPORT NET COST	4,955	71,566	(150)	(150)
LONE PINE AIRPORT				
150500 LONE PINE/DEATH VALLEY AIRPORT				
REVENUES				
4300 RENTS & LEASES	30,644	15,122	35,900	35,900
4350 REV USE OF MONEY & PROPERTY	6,431	76	7,560	7,560
4400 AID FROM OTHER GOVT AGENCIES	13,555		12,000	12,000
4600 CHARGES FOR CURRENT SERVICES	67,676	22,076	75,120	75,120
4800 OTHER FINANCING SOURCES			20,000	20,000
TOTAL REVENUES	118,306	37,274	150,580	150,580

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EXPENDITURES				
5100 SERVICES & SUPPLIES	76,173	28,660	120,992	120,992
5200 INTERNAL CHARGES	35,468	4,005	29,704	29,704
TOTAL EXPENDITURES	111,641	32,665	150,696	150,696
150500 NET COST	6,665	4,609	(116)	(116)
150600 LONE PINE/DEATH VALLEY AIR-SP				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	81	41	100	100
4400 AID FROM OTHER GOVT AGENCIES	10,000		10,000	10,000
TOTAL REVENUES	10,081	41	10,100	10,100
EXPENDITURES				
5000 SALARIES & BENEFITS	237	267	267	267
5100 SERVICES & SUPPLIES	6,053	6,436	7,678	7,678
5200 INTERNAL CHARGES	776		2,579	2,579
TOTAL EXPENDITURES	7,066	6,703	10,524	10,524
150600 NET COST	3,015	(6,662)	(424)	(424)
LONE PINE AIRPORT NET COST	9,680	(2,053)	(540)	(540)
LTC				
504605 TRANSPORTATION & PLANNING TRST				
REVENUES				
4060 TAXES - SALES	131,905	84,164	136,012	136,012
4350 REV USE OF MONEY & PROPERTY	2,161	1,111	1,300	1,300
4400 AID FROM OTHER GOVT AGENCIES	863,823	69,405	601,842	601,842
TOTAL REVENUES	997,889	154,680	739,154	739,154
EXPENDITURES				
5000 SALARIES & BENEFITS	242,817	151,516	306,443	306,443
5100 SERVICES & SUPPLIES	72,732	71,784	222,414	222,414
5200 INTERNAL CHARGES	94,890	28,527	80,968	80,968
5500 OTHER CHARGES	122,525	123,873	123,873	123,873
5600 FIXED ASSETS	3,720		7,500	7,500
TOTAL EXPENDITURES	536,684	375,700	741,198	741,198
504605 NET COST	461,205	(221,020)	(2,044)	(2,044)
LTC NET COST	461,205	(221,020)	(2,044)	(2,044)

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N/A				
506907 PARKS REHAB & DEVELOPMENT TRST				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	489	210		
TOTAL REVENUES	489	210		
506907 NET COST	489	210		
N/A NET COST	489	210		
PARKS AND RECREATION				
670200 PER CAPITA GRANT-PROP 68				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			400,000	400,000
TOTAL REVENUES			400,000	400,000
EXPENDITURES				
5100 SERVICES & SUPPLIES			90,000	90,000
5600 FIXED ASSETS		401,000	450,000	450,000
TOTAL EXPENDITURES		401,000	540,000	540,000
670200 NET COST		(401,000)	(140,000)	(140,000)
670300 DIAZ LAKE DOCK GRANT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			197,681	193,576
4800 OTHER FINANCING SOURCES			52,000	56,105
TOTAL REVENUES			249,681	249,681
EXPENDITURES				
5600 FIXED ASSETS		247,295	249,681	249,681
TOTAL EXPENDITURES		247,295	249,681	249,681
670300 NET COST		(247,295)		
PARKS AND RECREATION NET COST		(648,295)	(140,000)	(140,000)
PUBLIC WORKS				
011501 PUBLIC WORKS - DEFERRED MAINT				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES			150,000	150,000
4800 OTHER FINANCING SOURCES	241,500		1,525,030	1,560,030

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TOTAL REVENUES	241,500		1,675,030	1,710,030
EXPENDITURES				
5100 SERVICES & SUPPLIES	38,244	338,633	735,746	735,746
5600 FIXED ASSETS	8,073	223,146	1,311,030	1,346,030
TOTAL EXPENDITURES	46,317	561,779	2,046,776	2,081,776
011501 NET COST	195,183	(561,779)	(371,746)	(371,746)
152106 CAPITAL IMPV-WATER SYSTEM				
REVENUES				
4350 REV USE OF MONEY & PROPERTY		898		
TOTAL REVENUES		898		
152106 NET COST		898		
152199 WATER SYSTEMS				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	74	898	500	500
4600 CHARGES FOR CURRENT SERVICES	756,440	287,717	736,015	736,015
TOTAL REVENUES	756,514	288,615	736,515	736,515
EXPENDITURES				
5000 SALARIES & BENEFITS	261,966	132,639	276,497	276,497
5100 SERVICES & SUPPLIES	35,778	17,039	107,271	107,271
5200 INTERNAL CHARGES	118,591	21,203	78,876	78,876
5550 DEBT SERVICE PRINCIPAL	15,715	8,059	16,256	16,256
5560 DEBT SERVICE INTEREST	1,315	456	774	774
5600 FIXED ASSETS			30,000	30,000
TOTAL EXPENDITURES	433,365	179,396	509,674	509,674
152199 NET COST	323,149	109,219	226,841	226,841
800001 BIG PINE LIGHTING				
REVENUES				
4000 TAXES - PROPERTY	29,754	2,992	27,000	27,000
4350 REV USE OF MONEY & PROPERTY	1,284	547	600	600
4400 AID FROM OTHER GOVT AGENCIES	132	20	75	75
TOTAL REVENUES	31,170	3,559	27,675	27,675
EXPENDITURES				
5000 SALARIES & BENEFITS	5,417	2,673	7,064	7,064
5100 SERVICES & SUPPLIES	7,663	3,528	23,410	23,410

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5200 INTERNAL CHARGES	5,246	255	677	677
TOTAL EXPENDITURES	18,326	6,456	31,151	31,151
800001 NET COST	12,844	(2,897)	(3,476)	(3,476)
800101 INDEPENDENCE LIGHTING				
REVENUES				
4000 TAXES - PROPERTY	30,868	3,050	28,510	28,510
4350 REV USE OF MONEY & PROPERTY	1,455	624	1,200	1,200
4400 AID FROM OTHER GOVT AGENCIES	136	20	75	75
TOTAL REVENUES	32,459	3,694	29,785	29,785
EXPENDITURES				
5000 SALARIES & BENEFITS	4,231	2,008	4,498	4,498
5100 SERVICES & SUPPLIES	4,059	3,196	19,310	19,310
5200 INTERNAL CHARGES	6,853	7,197	1,642	14,142
TOTAL EXPENDITURES	15,143	12,401	25,450	37,950
800101 NET COST	17,316	(8,707)	4,335	(8,165)
800201 LONE PINE LIGHTING				
REVENUES				
4000 TAXES - PROPERTY	26,782	2,581	25,000	25,000
4350 REV USE OF MONEY & PROPERTY	801	335	500	500
4400 AID FROM OTHER GOVT AGENCIES	117	17	60	60
TOTAL REVENUES	27,700	2,933	25,560	25,560
EXPENDITURES				
5000 SALARIES & BENEFITS	4,231	2,008	4,498	4,498
5100 SERVICES & SUPPLIES	12,608	5,383	41,110	41,110
5200 INTERNAL CHARGES	4,983	988	2,642	2,642
TOTAL EXPENDITURES	21,822	8,379	48,250	48,250
800201 NET COST	5,878	(5,446)	(22,690)	(22,690)
PUBLIC WORKS NET COST	554,370	(468,712)	(166,736)	(179,236)
ROAD				
034600 ROAD				
REVENUES				
4100 LICENSES & PERMITS	18,482	16,023	20,000	20,000
4350 REV USE OF MONEY & PROPERTY	24,514	10,601	25,000	25,000
4400 AID FROM OTHER GOVT AGENCIES	9,379,683	4,033,357	10,147,789	10,187,789

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4600 CHARGES FOR CURRENT SERVICES	131,493		85,196	85,196
4900 OTHER REVENUE	61,848	934	30,000	30,000
TOTAL REVENUES	9,616,020	4,060,915	10,307,985	10,347,985
EXPENDITURES				
5000 SALARIES & BENEFITS	3,563,642	1,995,680	4,401,248	4,401,248
5100 SERVICES & SUPPLIES	1,570,281	648,021	2,136,653	2,137,653
5200 INTERNAL CHARGES	638,616	387,138	948,302	948,302
5600 FIXED ASSETS	2,427,951	4,017,302	4,391,243	4,430,243
5800 OTHER FINANCING USES	20,000		128,065	244,986
TOTAL EXPENDITURES	8,220,490	7,048,141	12,005,511	12,162,432
034600 NET COST	1,395,530	(2,987,226)	(1,697,526)	(1,814,447)
034601 ROAD PROJECTS - STATE FUNDED				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	1,018,185	18,406	729,047	723,932
4800 OTHER FINANCING SOURCES	20,000		128,065	244,986
TOTAL REVENUES	1,038,185	18,406	857,112	968,918
EXPENDITURES				
5600 FIXED ASSETS	472,062	840,769	840,560	952,366
TOTAL EXPENDITURES	472,062	840,769	840,560	952,366
034601 NET COST	566,123	(822,363)	16,552	16,552
ROAD NET COST	1,961,653	(3,809,589)	(1,680,974)	(1,797,895)
SHOSHONE AIRPORT				
150800 SHOSHONE AIRPORT - SPECIAL				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	155	78	100	100
4400 AID FROM OTHER GOVT AGENCIES	10,000		10,000	10,000
TOTAL REVENUES	10,155	78	10,100	10,100
EXPENDITURES				
5000 SALARIES & BENEFITS	119	134	134	134
5100 SERVICES & SUPPLIES	501	441	8,113	8,113
5200 INTERNAL CHARGES	1,487		1,853	1,853
TOTAL EXPENDITURES	2,107	575	10,100	10,100
150800 NET COST	8,048	(497)		

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SHOSHONE AIRPORT NET COST	8,048	(497)		
SOLID WASTE DISPOSAL				
045700 RECYCLING & WASTE MGMT				
REVENUES				
4060 TAXES - SALES	1,954,397	628,036	1,600,000	1,600,000
4100 LICENSES & PERMITS	532,754	128,533	500,000	500,000
4350 REV USE OF MONEY & PROPERTY	15,230	6,412	14,380	14,380
4400 AID FROM OTHER GOVT AGENCIES	21,249	10,980	75,000	75,000
4600 CHARGES FOR CURRENT SERVICES	1,596,548	591,551	1,594,992	1,594,992
4800 OTHER FINANCING SOURCES	784,730		327,000	605,000
4900 OTHER REVENUE	40,190		20,000	20,000
TOTAL REVENUES	4,945,098	1,365,512	4,131,372	4,409,372
EXPENDITURES				
5000 SALARIES & BENEFITS	1,320,499	795,192	1,625,905	1,521,154
5100 SERVICES & SUPPLIES	2,030,224	865,257	1,619,338	2,515,023
5200 INTERNAL CHARGES	320,062	79,814	368,863	368,924
5550 DEBT SERVICE PRINCIPAL	206,681	49,788	100,426	100,426
5560 DEBT SERVICE INTEREST	12,745	3,713	6,577	6,577
5600 FIXED ASSETS	276,728	143,240	928,000	415,005
5800 OTHER FINANCING USES	761,125		300,000	300,000
TOTAL EXPENDITURES	4,928,064	1,937,004	4,949,109	5,227,109
045700 NET COST	17,034	(571,492)	(817,737)	(817,737)
045701 RECYCLING & WASTE CAPITAL IMPR				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	960	674		
4800 OTHER FINANCING SOURCES	761,125		300,000	300,000
TOTAL REVENUES	762,085	674	300,000	300,000
EXPENDITURES				
5800 OTHER FINANCING USES	272,270		327,000	327,000
TOTAL EXPENDITURES	272,270		327,000	327,000
045701 NET COST	489,815	674	(27,000)	(27,000)
643111 TECOPA LAGOON PHASE 2				
EXPENDITURES				
5100 SERVICES & SUPPLIES			23,243	23,243
5200 INTERNAL CHARGES			1,000	1,000
5600 FIXED ASSETS			233,883	233,883

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TOTAL EXPENDITURES			258,126	258,126
643111 NET COST			(258,126)	(258,126)
SOLID WASTE DISPOSAL NET COST	506,849	(570,818)	(1,102,863)	(1,102,863)
PUBLIC WORKS NET COST	3,399,874	(6,010,023)	(3,251,068)	(3,311,425)

SHERIFF

ANIMAL CONTROL

621400 CAL ANIMAL SPRING GRANT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		63,741	63,741	63,741
TOTAL REVENUES		63,741	63,741	63,741
EXPENDITURES				
5100 SERVICES & SUPPLIES			63,741	63,741
TOTAL EXPENDITURES			63,741	63,741
621400 NET COST		63,741		
ANIMAL CONTROL NET COST		63,741		

SHERIFF GRANTS

671413 CALMET TASK FORCE				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	123,060	63,563	122,558	122,558
TOTAL REVENUES	123,060	63,563	122,558	122,558
EXPENDITURES				
5100 SERVICES & SUPPLIES	67,088	48,251	73,946	78,520
5200 INTERNAL CHARGES	72,977	8,816	86,001	81,427
5500 OTHER CHARGES	10,000		10,000	10,000
TOTAL EXPENDITURES	150,065	57,067	169,947	169,947
671413 NET COST	(27,005)	6,496	(47,389)	(47,389)
 671507 ILLEGAL CANNABIS SUPPRESSION				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	21,507		20,000	20,000
TOTAL REVENUES	21,507		20,000	20,000
EXPENDITURES				

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5000 SALARIES & BENEFITS			15,000	15,000
5100 SERVICES & SUPPLIES	1,926		5,000	5,000
TOTAL EXPENDITURES	1,926		20,000	20,000
671507 NET COST	19,581			
SHERIFF GRANTS NET COST	(7,424)	6,496	(47,389)	(47,389)
SHERIFF OFF HIGHWAY VEHICLE				
623520 OFF HWY VEHICLE GRANT 20-21				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	65,543			
TOTAL REVENUES	65,543			
EXPENDITURES				
TOTAL EXPENDITURES				
623520 NET COST	65,543			
623522 OFF HWY VEHICLE GRANT 22-23				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			42,000	42,000
TOTAL REVENUES			42,000	42,000
EXPENDITURES				
5100 SERVICES & SUPPLIES			2,000	2,000
5200 INTERNAL CHARGES			20,000	20,000
5600 FIXED ASSETS			20,000	20,000
TOTAL EXPENDITURES			42,000	42,000
623522 NET COST				
SHERIFF OFF HIGHWAY VEHICLE NET COST	65,543			
SHERIFF NET COST	58,119	70,237	(47,389)	(47,389)
WATER				
WATER				
024102 WATER DEPARTMENT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	5,028	2,888	5,000	5,000
4400 AID FROM OTHER GOVT AGENCIES	1,731,247	1,800,923	1,956,818	1,930,923
4600 CHARGES FOR CURRENT SERVICES	12,852	4,251	6,200	6,200

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4800 OTHER FINANCING SOURCES	53,664	3,639	65,000	65,000
4900 OTHER REVENUE	113		100	100
TOTAL REVENUES	1,802,904	1,811,701	2,033,118	2,007,223
EXPENDITURES				
5000 SALARIES & BENEFITS	1,160,110	611,990	1,430,687	1,430,687
5100 SERVICES & SUPPLIES	122,063	59,809	400,062	400,062
5200 INTERNAL CHARGES	165,565	134,564	329,174	329,346
5500 OTHER CHARGES	58,664	3,639	75,000	75,000
5600 FIXED ASSETS		3,043	6,347	5,000
TOTAL EXPENDITURES	1,506,402	813,045	2,241,270	2,240,095
024102 NET COST	296,502	998,656	(208,152)	(232,872)
024502 SALT CEDAR PROJECT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	92,484	33,085	90,505	90,505
TOTAL REVENUES	92,484	33,085	90,505	90,505
EXPENDITURES				
5000 SALARIES & BENEFITS	68,652	24,682	81,396	81,396
5100 SERVICES & SUPPLIES	4,075		5,700	5,700
5200 INTERNAL CHARGES	19,758	9,238	22,805	20,805
TOTAL EXPENDITURES	92,485	33,920	109,901	107,901
024502 NET COST	(1)	(835)	(19,396)	(17,396)
621902 OWENS RIVER WATER TRAIL GRANT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			500,032	500,032
TOTAL REVENUES			500,032	500,032
EXPENDITURES				
5100 SERVICES & SUPPLIES			500,032	500,032
TOTAL EXPENDITURES			500,032	500,032
621902 NET COST				
WATER NET COST	296,501	997,821	(227,548)	(250,268)
WATER NET COST	296,501	997,821	(227,548)	(250,268)

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2022 **RUN DATE:** 02/09/2023

	Prior Actuals FY 2021-22	YTD Actuals FY 2022-23	Working Budget FY 2022-23	Mid-Year Budget FY 2022-23
<i>TOTAL NET COST</i>	(1,767,510)	(5,487,522)	(8,592,220)	(8,601,514)



COUNTY OF INYO

BUDGET CONTROL AND RESPONSIBILITY & EXTRAORDINARY BUDGET POLICIES

I. PURPOSE

The purpose of this policy is to ensure that department heads are responsible and accountable to maintain their department expenditure levels within the adopted budget and to collect, in a timely manner, the full amount of revenues budgeted.

II. GUIDING PRINCIPLES FOR THE REQUESTED, RECOMMENDED AND ADOPTED BUDGETS

With the exception of traditional General Fund Discretionary Revenues (i.e., sales tax, property tax and other general purpose revenues) all versions of the budget(s) should reflect an appropriation for all expenditures to be incurred and revenues expected to be received during the Fiscal Year.

For example:

- General Fund Discretionary Revenues will be budgeted in a separate budget to be known as “General Revenues” and will be the joint responsibility of the County Administrator and the Auditor-Controller;
- Grant expenditures and revenues need to be appropriated on an annual basis;
- Revenues directed to a specific program and/or department will be reflected in the receiving program and/or department (i.e., Trial Court Funds in the court budgets, Prop 172 in the Public Safety departments, Health Realignment in Health, etc.);
- All Capital Project Budgets will reflect anticipated expenditures as well as clearly delineate the source(s) and amount(s) of all offsetting revenues;
- The General Fund obligation/contribution to a program and/or department will be reflected as the “Net County Cost” of said program and/or department;



III. SUBMISSION OF AMENDMENTS TO THE ADOPTED BUDGET PLAN

If a department determines it cannot operate within the parameters of the Adopted Budget, the department shall submit a plan to the County Administrator as soon as the department determines a problem exists, outlining corrective actions necessary to bring their budget under control for the balance of the fiscal year.

IV. APPROPRIATION OF UNANTICIPATED REVENUE

Unanticipated revenue is generally a new source of revenue for a specific purpose not originally included in the budget.

- A. The appropriation of **UNANTICIPATED REVENUE** during the year will **NOT** be permitted unless the department has realized its pro rata percentage of estimated revenue, e.g., a department with an estimated revenue of \$100,000 must have received at least \$25,000 by September 30th before the Board will consider approval of the request to appropriate unanticipated revenue.

Department Heads in processing **FUND TRANSFERS** must specify the date(s) by which the unanticipated revenue will be received and whether it will be in advance of or in arrears (after costs have been incurred). If the full amount of unanticipated revenue will lag behind the expenditure of program funds, this must be specified on the fund transfer with a recommendation as to how to deal with the negative cash flow.

- B. Exceptions to IV.A. will be considered on a case-by-case basis. For example, unanticipated revenue for a new program, restricted program, etc. would probably constitute an exception.

V. BUDGET CONTROL

- A. During the Fiscal Year, the following expenditure accounts will be subject to object code controlled at the object level. This means that changes/transfers from these accounts will require prior approval of the County Administrator.



1. Workers Compensation
 2. Liability Insurance
 3. Public Liability Insurance
 4. Motor Poll
 5. Telephone – Internal
 6. Postage – Internal
 7. Computer Charge – Internal
 8. Any other charges categories (5500)
- B. All other expenditure object codes will be controlled and monitored at the object category level (i.e., 5000 - Salaries & Benefits; 5100 – Services and Supplies; 5600 – Fixed Assets) by the Auditor-Controller.

All appropriation changes/transfers between object categories will require prior approval of the County Administrator.

- C. Department’s expenditures for grant-funded programs shall not exceed projected grant revenues. Authorization to “increase” appropriations without offsetting revenues must be obtained from the Board of Supervisors.

Note 1: This policy applies even if a department is within its overall departmental expenditure and revenue budget.

Note 2: Should expenditures exceed the projected grant revenues, the Auditor-Controller will inform the department of this occurrence so the department can work with the County Administrator to get the appropriate authorization to “increase” appropriations from the Board of Supervisors.

- D. The County Administrator is authorized to approve a new fixed asset or augment an existing fixed asset in an amount not to exceed \$10,000, provided that the total appropriation of the budget unit is not increased.
- E. If an **OVER-EXPENDITURE** is projected to occur, the department head shall perform one of more of the following steps.
1. Lower the expenditure level to maintain overall expenditures within the budgeted amount at the object level or overall departmental budget.
 2. Request an Appropriation Change from another object category within the same budget.



3. Request an Appropriation Change from another budget unit within the same department and under the Department Head's control.
 4. Prepare a memo to the County Administrator, providing adequate justification. Additionally, prepare an Appropriation Change Request Form for an appropriation from Contingencies and an agenda item for the Board of Supervisors approval.
- F. If estimated revenue is projected to be **UNDER-ACHIEVED**, the Department Head shall perform one or more of the following steps.
1. Lower expenditure levels so Net County Costs are not exceeded.
 2. Same as Section V.E.

VI. PROCESSING OF OVER-EXPENDED ACCOUNTS

- A. It shall be the responsibility of the Auditor-Controller to not process any payment request when an over-expenditure of object categories of accounts will occur and there has been no increase in appropriations approved either by the County Administrator or the Board of Supervisors as defined under Section IV.B.
- B. It shall be the Department's responsibility to initiate appropriation changes between non-controlled objects to keep them from being over-expended. In the event that an appropriation change is not processed in a timely manner and the object code is over-expended, as long as the total object category is not over-expended, the Auditor-Controller will continue to process any payments and inform the Department of the over-expenditure and request an immediate correction. However, should the Department consistently over-expend object line items, the Auditor-Controller will inform the County Administrator who will take appropriate corrective actions, which may include requesting Board of Supervisors approval to implement budget controls over the department's entire budget.
- C. It shall be the responsibility of the Purchasing Agent to withhold the processing of any purchase order which would result in over-expenditure of the Fixed Assets Object.
- D. Even if expenditure savings are available, the transfer of funds between major object categories (i.e., Salaries and Services and Supplies) will NOT be authorized if a department's Net County Cost is projected to exceed that originally budgeted and approved by the Board of Supervisors. The department should take corrective action(s) as outlined in Section V.E and/or F.



VII. APPROPRIATION FROM CONTINGENCIES

It will be the Department Head's responsibility to fully justify a request for an appropriation from contingencies and demonstrate an inability to reduce corresponding expenditures and/or increase revenues in other areas of the budget. In addition, the County Administrator, in working with the affected departments, reserves the right to use savings in other areas of the County budget to offset shortfalls before using contingencies.

VIII. REPORTS

Department Heads shall submit MID-YEAR and THIRD QUARTER FINANCIAL REPORTS to the County Administrator. These reports will provide a projection of the department's expenditures, revenues and Net County Cost for the fiscal year and include the reasons for over-expenditures and/or under-realization of revenues, along with a corrective action plan by the Department.

It shall be the responsibility of the County Administrator to submit the Mid-Year and Third-Quarter Financial Report to the Board of Supervisors. The Mid-Year Financial Report will usually occur in January and Third-Quarter Financial Report will usually occur in April. Subsequent financial reports may be required based on the overall financial condition of the County and/or as directed by the Board of Supervisors.

IX. ACCOUNTABILITY

As provided for in State law, it is the intent of the Board of Supervisors to hold Department Heads PERSONALLY LIABLE for over-spending their budgets and not adhering to the foregoing policy. Department Heads may be required to address the Board of Supervisors and/or the County Administrator on the financial performance of their departments.



EXTRAORDINARY BUDGET CONTROL POLICIES

1. Department heads are responsible and accountable to maintain their department budgets.
2. Departments must promptly prepare and submit billings for reimbursable revenue; doing so as soon as permissible under the terms of the applicable funding agreement or program guidelines.
3. Upon being notified, or otherwise learning of a reduction in funding, or a possible reduction in funding that could impact a department's ability to collect the full amount of budgeted revenues, the department head shall immediately notify, in writing, the Board of Supervisors and County Budget Officer.
4. Upon being notified of the suspension or elimination of payments, or upon learning of any other known reduction in budgeted revenues, the department head shall immediately prepare appropriate amendments to the affected budget(s) for consideration by the Board of Supervisors within two-weeks of the notice.
5. Minimize purchases to maximize end-of-the-year Fund Balance.
6. Minimize travel expense to maximize end-of-the-year Fund Balance.
7. To enrich cultural and recreational opportunities for residents and visitors alike, and to provide assistance to the local tourism industry in attracting visitors to the county, the County will strive to maintain Advertising County Resources programs and contracts to the extent practical when considering other Budget needs and revenue projections, but no recipient of a County grant or contract should assume or count on continued funding beyond the year in which the grant or contract is awarded.
8. Department heads responsible for programs that might be proposed for realignment or restructuring by the State, need to evaluate all realignment/restructuring proposals and alert the Board of Supervisors and County Administrator of the proposals, their potential impacts (positive and negative), and any issues specific to Inyo County or small rural counties in general.
9. Departments are encouraged to remain cognizant and utilize the principles of Service Redesign to achieve ongoing reductions in expense of increases in revenues.



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3492

Health and Human Services' Behavioral Health Division Overview

Health & Human Services - Behavioral Health

NO ACTION REQUIRED

ITEM SUBMITTED BY

Marilyn Mann, HHS Director

ITEM PRESENTED BY

Marilyn Mann, HHS Director, Anna Scott, HHS Deputy Director - Public Health, Kimball Pier, Deputy Director - Behavioral Health - HHS, Christyna Pope, Gina McKinzey, Catie Grisham

RECOMMENDED ACTION:

Receive a presentation from Health and Human Services' Behavioral Health Division

BACKGROUND / SUMMARY / JUSTIFICATION:

Health and Human Services' Behavioral Health division is the County Mental Health Managed Care Plan and houses Community Mental Health services for the specialty mental health population, which includes persons with serious mental illness, as well as Substance Use Disorder treatment programming. This workshop will provide your Board with an overview of the division's programs, including key accomplishments in 2022, as well as future projects/initiatives.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. BOS Presentation - Behavioral Health

APPROVALS:

Marilyn Mann	Created/Initiated - 2/3/2023
Darcy Ellis	Approved - 2/8/2023
Marilyn Mann	Approved - 2/10/2023
Nate Greenberg	Final Approval - 2/13/2023



HEALTH AND HUMAN SERVICES

STRENGTHENING RESILIENCE AND WELL-BEING
IN OUR COMMUNITY

Behavioral Health

Behavioral Health

MISSION

To Honor and Respect Each Client's Lived Experience, and to Offer Services that are Client-Centered and Culturally Relevant

OUR TEAM

Deputy Director Behavioral Health

Administrative Secretary

**Clinical Administrator
(1)**

**Social Worker IV housed with
Social Services (1)**

Addictions Supervisor (1)

**MHSA & Compliance Manager
(1)**

**Families Intensive Strengthening
and Response Team (FIRST)
Supervisor (1)**

BH Nurses (2)

**Addictions Counselor (2)
PT Addictions Counselor(3)
PT HHS Specialist (1)**

Wellness Center Supervisor (1)

**Social Worker IV (1)
HHS Specialist (3)
Parent Partner (1)**

**Social Worker
IV/Psychotherapists (6)**

**HHS Specialists (4)
HHS Specialist – PT (3)
Peer Support Specialist (1)**

Progress House Supervisor (1)

**Residential Caregivers (6)
PT Residential Caregiver (1)**

PROGRAMS & SERVICES

Community Mental Health Plan

- Medi-Cal managed care plan for specialty mental health
- Provide mental health services for adults and children with serious mental illness (Specialty Mental Health)
- Provide outreach, assessment, and integrated services to adults with severe mental illness and/or co-occurring diagnoses including medication, psychotherapy, out-patient rehabilitation, groups, case management and residential treatment
- Crisis Intervention and 24/7 Crisis Response
- LPS Conservatorship services for adults who are gravely disabled as a result of mental illness

Progress House

- Adult residential facility that provides a home-like setting for individuals aged 18-58 with mental health conditions that require 24-hour care and support
- Available as a 24-hour crisis respite resource
- Access to case management, nursing, and behavioral health services

Wellness Centers

- Locations in Bishop and Lone Pine
- Provide outreach, case management, recovery and wellness services
- Access to showers, laundry facilities, support with accessing services like Social Security, Medi-Cal, and other supportive services/programs
- Group activities

Substance Use Disorders Program

- Prevention and education services
- Assessment and recovery services, including individual and group recovery programming (perinatal, outpatient, and intensive outpatient)
- Drinking Driver Program
- Justice involved services, including Drug Court groups and services in jail

PROGRAMS & SERVICES

Families Intensive Response and Strengthening Team (FIRST)

- Using a wraparound approach, provides intensive, family-centered and strength-based services to children and their families
- Children identified as at risk of a high-level placement through Probation or Child Welfare, or at risk of involvement with those two systems, are the target population
- FIRST follows the guiding principles of wraparound, using a planning process that values the voice of the child and family and builds on their strengths



FUNDING STREAMS

- '91 and 2011 Realignment
- Medi-Cal, Drug Medi-Cal and Medicare Billing
- Fees (DDP)
- Mental Health Block Grant (MHBG)
- Substance Abuse Block Grant (SABG)
- Mental Health Services Act (MHSA)
- Private Insurance



2022

Year in Review

Major initiatives in the past year

Hired a new Deputy Director

In January of 2022, Kimball C. Pier, Ph.D., LMFT was hired as the new Deputy Director.

Focus on Compliance

Completing state reviews and Corrective Action Plans and committing to completing State required reviews on time.

Being proactive in MHSA planning and implementation of the three-year plan.

Focus on Service delivery and Staff well-Being

*Reducing stress associated with 24/7 on-call
Better utilization management, Trauma awareness and training for staff and community partners*

Our year in review....

We adjusted to our new space, making it our own. We feathered our nests (or cubicles) with pictures and mementos that helped us feel grounded and helped our clients to feel welcome

We gradually returned from working in isolation to working together; learning to appreciate the voices and laughter of others

We did our best to right ourselves and find balance as we helped our clients to do the same

We learned more about trauma, we provided services to our clients that recognized and honored their trauma, and we took care of each other to ensure our own well being

We risked connection and found healing

OUR IMPACT AND CHALLENGES

WHAT IMPACT ARE OUR SERVICES MAKING?

541 adults and children improved their health and wellness through the wide-range of services provided. Individuals stabilized on medication, learned new coping skills, became sober, regained their driver's licenses and were able to access supportive services

WHAT FEEDBACK DID OUR CLIENTS SHARE IN A RECENT SURVEY?

- *Clients feel safe and welcomed*
- *The services meet their needs*
- *Sometimes there are long wait times*
- *Therapists are not always available – too many cancellations/reschedules*

WHAT BARRIERS TO SERVICES DID THEY IDENTIFY?

- *"I'm afraid therapy and recovery services won't work"*
- *"I don't know who to call for help"*
- *"I live too far away"*
- *"It won't be confidential"*
- *"I'm embarrassed to ask for help"*

Reducing Stigma

WAYS WE CAN CHANGE COMMUNITY PERCEPTION

- *Train community members to be “the helpers” by learning basic crisis de-escalation skills*
- *Increase public awareness and understanding of both mental health and substance use disorders*
- *Continue in our work to be trauma-informed and innovative in our approach*
- *Coordinate care with our community partners and stakeholders*
- *Work with our Medi-Cal managed care plans to better ensure a continuum of behavioral health services are available to all community members*





LOOKING FORWARD

2023

AND BEYOND

CalAIM (Advancing and Innovating Medi-Cal)

- Transforming Medi-Cal to ensure better coordination and person-centered care
- Requires managed care plans to implement a whole-person care approach and address social determinants of health
- Improve quality outcomes, reduce health disparities and transform delivery system
- Create a consistent, efficient, and seamless Medi-Cal system
- Focus on identifying needs, prevention, wellness, community support and enhanced care management; focusing on people with serious mental illness/substance use disorders, medically complex, people who are justice involved, people experiencing homelessness or housing instability, foster youth and people at risk of institutionalization
- Requires interoperability of electronic health systems
- Changes how counties are reimbursed for Medi-Cal services; transitioning from cost-reporting reimbursement to fee for service reimbursement
- Improving health care access for people who are transitioning from incarceration to the community; requires counties to have a formal plan for determining Medi-Cal eligibility 90 days prior to release to community

Initiatives and Projects Expected



What Will We Need?

- **BOS supported a position in Social Services to provide services in the jail and community to meet requirements**
- **BOS supported an HHS Innovations and Grant Manager who is helping us keep on track with CalAIM requirements**

Crisis Care Mobilization Unit

- Counties are required to have implemented by 12/31/2023
- Provides rapid response, individual assessment and community-based stabilization to Medi-Cal beneficiaries experiencing a behavioral health crisis
- Designed to de-escalate and stabilize a crisis situation, meeting people where they are and avoiding emergency department care, hospitalizations and law enforcement involvement
- Mobile Crisis system has to include:
 - Hotline for beneficiaries to call to request mobile crisis services
 - Standardized dispatch tool and procedures to determine when to dispatch the mobile crisis team
 - Procedures identifying how teams will respond
- Staffing requirements, response times, and response components are defined
- Small counties that were granted planning allocations may not have access to adequate implementation funding

Initiatives and Projects Expected, cont.



What Will We Need?

- **Anticipate need to increase number of staff to meet the response requirements**
- **Contracted training for staff and community members throughout Inyo County**
- **Field-based technology tools**
- **Requirements are added to an already strained on-call response system**
- **Advocacy through CSAC, RCRC, CBHDA, and other associations**

Community Assistance, Recovery and Empowerment (CARE) Court

- Framework to get people with mental illness and substance use disorders (SUD) the support they need
- Aimed at helping individuals who suffer from untreated mental health and SUD disorders leading to homelessness, incarceration or worse
- Patterned after Drug Court
- Can be initiated by family, county and community-based social services, behavioral health providers, or first responders.
- Connects a person with untreated mental illness – and often also struggling with SUD-with a court-ordered care plan for up to 24 months
- Can be ordered for up to 12 months with periodic reviews and extended an additional 12 months
- Participants who do not successfully complete care plans may be hospitalized or referred to conservatorship with a new presumption that no suitable alternatives to conservatorship are available
- Cohort 1 (7 counties) required to implement by 10/1/23 and the remaining counties (Cohort II) by 12/1/2024

Initiatives and Projects Expected, cont.



What Will We Need?

- **Full extent of impact is not known**
- **Possible need for dedicated staff to provide both SUD and Mental Health services**
- **Currently challenged in staffing core services**
- **May need to increase contract for telepsychiatry and other telehealth support**
- **Advocacy through CSAC, RCRC, CBHDA, and other associations**

ON-GOING CHALLENGES

- **Recruiting and Retaining Licensed Staff**
 - Currently have 3 vacant clinical positions in core program and 1 in jail
 - Case manager and Residential Caregiver vacancies
 - On-call cited as contributing to turnover
- **Residential Treatment Access, especially when trying to locate an acute facility for someone placed on a hold pursuant to WIC 5150**
- **Facility to Facility transports, especially when the individual is aggressive or other safety factors are in place**

Bridging the Challenges



With Our Strengths

- ❖ **Partnership with Probation, Law Enforcement, and hospitals**
- ❖ **Non-clinical and clinical staff are committed to high quality care**

What We Need

- **Flexibility in what we offer our workforce (e.g. hybrid remote work options)**
- **Consideration of offsetting moving costs for new hires in difficult to fill positions**
- **Workgroup to focus on hiring and retention strategies across all County positions**

Behavioral Health

THANK YOU





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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3460

Agriculture Department Overview and AgPass Workshop Agricultural Commissioner

NO ACTION REQUIRED

ITEM SUBMITTED BY

Nathan Reade, Ag Commissioner

ITEM PRESENTED BY

Nathan Reade, Ag Commissioner

RECOMMENDED ACTION:

Request Board: A) receive a presentation highlighting the functions of the Agriculture Department and associated programs; and B) participate in a workshop on the development of an Ag Pass Program and provide any follow-up direction to staff as necessary.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County Agriculture Office provides service to Inyo County residents through many programs. These cover not only agricultural programs but also pesticide regulatory enforcement, weights and measures regulatory enforcement, mosquito control, invasive plant management, and commercial cannabis permitting. This presentation will outline the various programs that operate under the umbrella of the Agriculture Department.

California Assembly Bill 1103 authorizes a County Board of Supervisors, a County Agricultural Commissioner, or other designated agency to establish a program for agricultural producers to access their property and/or livestock following a natural disaster. This workshop seeks to outline what this program is (and isn't), examines examples from other areas in California, and seeks input from your board on the development and establishment of such a program in Inyo County.

FISCAL IMPACT:

Funding Source	If pursued, AgPass would be included in the department budget.	Budget Unit	023300
Budgeted?	Not at this time	Object Code	
Recurrence	Ongoing expenditure if pursued		
Current Fiscal Year Impact			
None			
Future Fiscal Year Impacts			
Unknown			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your board could decline to receive a presentation on that Agriculture Department and/or participate in the Ag Pass Introduction Workshop

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

USFS, BLM, CalFire, Sheriff, CHP, other fire agencies, potentially Mono County and fire agencies in Mono County.

ATTACHMENTS:

1. AgPass Workshop

APPROVALS:

Nathan Reade	Created/Initiated - 1/25/2023
Darcy Ellis	Approved - 2/1/2023
Nathan Reade	Approved - 2/1/2023
John Vallejo	Approved - 2/1/2023
Nate Greenberg	Final Approval - 2/15/2023



Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office



AgPass Program Workshop

Inyo County Board of Supervisors – February 21, 2023



The Background

- Ventura County Farmworker ID Program (2010)
 - Blank cards distributed to agricultural producers
 - Formal records begin 2012
 - By 2017 there are more than 400 cardholders when the Thomas Fire occurs
 - Effectiveness of the program is mixed during and after the fire
- Industry associations begin looking at the issue statewide
- A few counties begin looking at implementing programs similar to Ventura



The Background

- **Assembly Bill 1103 (2021)**
 - Authorizes a County Board of Supervisors, County Agricultural Commissioner, or other designated agency to establish a livestock pass program to allow access to their property or other livestock producer's property if permission has been granted following a natural disaster.
 - Requires training for those holding passes, requires the state to develop this training on or before January 1, 2023
 - Requires that participants prove they are commercial agricultural producers
 - Requires that participants provide a description or maps of the lands managed by the participant.
 - Allows access for care or evacuation of animals
 - Provides for local expertise to be furnished to emergency personnel if requested



Case Study

- 2017 Thomas Fire (Ventura)
 - Largest wildfire in CA history at the time
 - Access pass program had been in place for a few years with over 400 cardholders
 - Conclusion: mixed results:
 - A lack of regular briefings on the program led to a lack of awareness
 - Some cardholders could not access property, leading to orchard losses and livestock death
 - Some producers were able to access property and minimize losses while also assisting emergency personnel with access points and water sources
 - Additionally, information was given to emergency personnel regarding infrastructure locations and safe areas for emergency personnel



Lessons Learned

- Emergency personnel needs to be aware of the program and be briefed on protocol regularly
- Law enforcement and fire need to be a part of creating the passes
- Plans should be in place regarding educating local emergency personnel before a fire occurs, but also personnel from out of the area during an active fire event



Where are we now?

- Several California counties are establishing AgPass Programs
- There is local interest in creating such a program here
- Initial outreach to stakeholders has occurred:
 - CalFire
 - Mono Sheriff
 - Inyo Sheriff
 - Inyo/Mono Farm Bureau
 - Inyo/Mono Cattlemen's Association
 - Inyo/Mono UC Cooperative Extension
 - Mono County Animal Control
 - Local Volunteer Fire Departments
 - California Highway Patrol
 - USFS
 - BLM



Where are we now?

- Passes can be issued by the Agricultural Commissioner's Office
- It may be advantageous to work with stakeholders in Inyo and Mono to build a streamlined and consistent AgPass for the region
 - Many of our agencies exist in both counties
 - Many of our agriculture operations cross counties
- Absent any real county-specific issues identified, the recommendation would be to build one consistent program for the region



Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office





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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3501

Request from Department of Alcoholic Beverage Control Outside Agency ACTION REQUIRED

ITEM SUBMITTED BY

Darcy Ellis, Assistant Clerk of the Board/Public Relations Liaison

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Request Board designate authority for making future determination of Public Convenience or Necessity for persons/premises applying for an ABC license.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Department of Alcoholic Beverage Control may deny licenses if issuance would result in or add to undue concentration of licenses. Undue concentration has occurred before in Inyo County in communities with very small populations. Section 23958.4 of Business and Professions Code allows ABC to issue certain license types -- off-sale, public premises, and club-type, for example -- if the local governing body or its designated subordinate determines that issuance of the license would serve a public convenience or necessity (PCN).

ABC is requesting your Board designate either itself or a subordinate to make PCN determinations in the future. Traditionally, the Board has been responsible for making such determinations. The Board can also decline to make PCN determinations, in which case the authority to make the determinations reverts to ABC.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to make a selection.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Planning.

ATTACHMENTS:

1. ABC - Public Convenience Finding

APPROVALS:

Darcy Ellis	Created/Initiated - 2/8/2023
Cathreen Richards	Approved - 2/8/2023
John Vallejo	Approved - 2/8/2023
Nate Greenberg	Final Approval - 2/16/2023

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

4800 Stockdale Hwy., Ste. 213
 Bakersfield, CA 93301
 (661) 395-2731



January 20, 2023

RECEIVED

JAN 23 2023

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

Inyo County Administrator
 Clerk of the Board

RE: Public Convenience or Necessity
 23958.4 CA Business & Professions Code
 Designation of Subordinate Officer or Body

To Whom It May Concern:

Pursuant to Section 23958 of the California Business and Professions Code (BPC), the Department of Alcoholic Beverage Control (ABC) shall deny an application for a license if issuance would result in or add to an undue concentration of licenses. Section 23958.4 BPC defines what constitutes an "undue concentration" of ABC licenses.

Section 23958.4 further states, with respect to certain license types, e.g., off-sale (types 20,21), public premises (types 42,48), and certain club-type licenses (types 50,51,57), the Department may issue said licenses if the local governing body, or its designated subordinate officer or body, determines that issuance of the license would serve a public convenience or necessity (PCN).

In accordance with the above, the Department of Alcoholic Beverage Control (ABC) is requesting that the local governing body for each jurisdiction complete the applicable section below. With this information the Department will be able to assist our customers with the Public Convenience or Necessity (PCN) process, including but not limited to, which entity to contact for a PCN determination. Please complete one of the below sections and return to the Department of Alcoholic Beverage Control (ABC) so our records may be updated with current information.

- The City Council or Board of Supervisors of the City/County of _____ will make determinations of Public Convenience or Necessity (PCN) for persons/premises applying for an ABC license.
- The City Council or Board of Supervisors of the City/County of _____ has designated the following subordinate officer or body to make determinations of Public Convenience or Necessity (PCN) for persons/premises applying for an ABC license.
-

- The City/County of _____ has declined to make determinations of Public Convenience or Necessity (PCN) for persons/premises applying for an ABC license. Under this circumstance, determinations for Public Convenience or Necessity (PCN) will revert to the Department of Alcoholic Beverage Control (ABC).

Pursuant to Section 23958.4 BPC, if the local governing body, or its designated subordinate officer or body, does not make a determination of Public Convenience or Necessity (PCN) within a period of 90 days, then the authority to make the determination will revert to the Department of Alcoholic Beverage Control (ABC).

Please contact us if you have any questions or concerns.

Sincerely,



Patricia Halpin
Licensing Manager

Enclosure: 23958 & 23958.4 B.P.