

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

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

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

May 7, 2019

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – Name of case: In Re: National Prescription Opiate Litigation, Inyo County et al. v. Amerisourcebergen Drug Corporation et al; United States District Court for the Northern District of Ohio, Eastern Division, Case Nos. 1:17-MD-2804, 1-18-OP-45646.
- 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 Clint Quilter, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

OPEN SESSION (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

10:00 a.m. PLEDGE OF ALLEGIANCE

- 4. REPORT ON CLOSED SESSION
- 5. PUBLIC COMMENT
- 6. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
- 7. INTRODUCTIONS The following new employees will be introduced to the Board: Carl Olsen, Agriculture/Weights & Measures/Cannabis Inspector I, Agricultural Commissioner's Office; Heather Todd, Curator of Collections and Exhibits, Eastern California Museum; Maria Miranda, Rehabilitation Specialist, Chad Stark, Rehabilitation Specialist, and Lisa Marie Vetter, Deputy Probation Officer, Probation; and James Feeney, Building Inspector, and Gregory Waters, Engineering Assistant II, Public Works.
- 8. **PRESENTATION** Staff from the Los Angeles Department of Water and Power Aqueduct Business Group will provide an overview of the department's spring runoff operations in the Owens Valley.

DEPARTMENTAL - PERSONNEL ACTIONS

- 9. <u>COUNTY ADMINISTRATOR Parks & Recreation Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Seasonal Park and Campground Maintenance Helper exists in the General Fund, as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) where due to the seasonal nature of the position it is unlikely the vacancy could be filled by an internal candidates meeting the qualifications for the position, an open recruitment is most appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) Seasonal Park and Campground Maintenance Helper, Range PT50 (\$14.75 \$17.91/hr.), contingent upon the Board's adoption of future budgets.</u>
- 10. <u>HEALTH & HUMAN SERVICES</u> Behavioral Health Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Residential Caregiver position exists in the non-General Fund Mental Health budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) Residential Caregiver, Range 53 (\$3,070 \$3,732).
- 11. <u>HEALTH & HUMAN SERVICES</u> Behavioral Health Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) full-time and one (1) part-time Addictions Counselor III exists in various non-General Fund HHS budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) whereas it is unlikely that the vacancies could be filled by internal candidates meeting the qualifications for the positions, an external recruitment would be appropriate to ensure qualified candidates apply for these specialized positions; and C) approve the hiring of one (1) full-time Addictions Counselor III, Range 64 (\$3,964 \$4,817) and one BPAR Addictions Counselor III, Range 64PT (\$21.24 \$25.82/hr.).

12. HEALTH & HUMAN SERVICES - WIC - Request Board:

- A) Approve the amended Registered Dietician Nutritionist job description;
- B) Change the authorized strength in the HHS Women, Infants & Children, Eastern Sierra Area Agency on Aging, and Child Health and Disability programs by:
 - 1. Deleting one (1) BPAR Registered Dietician Nutritionist at Range PT74 (\$26.90 \$32.70/hr.)
 - 2. Adding one (1) Registered Dietician Nutritionist at Range 74 (\$5,021 \$6,103)
- C) Find that, consistent with the adopted Authorized Position Review Policy:
 - 1. The availability of funding for one (1) Registered Dietician Nutritionist exists, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller;
 - 2. Where internal candidates may meet the qualifications for the position, the vacancy could be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified candidates apply; and
 - 3. Approve the hiring of one (1) Registered Dietician Nutritionist at Range 74 (\$5,021 \$6,103).

CONSENT AGENDA (Approval recommended by the County Administrator)

CLERK OF THE BOARD

13. Request Board appoint John Frederickson to an unexpired four-year term on the Inyo County Fish and Wildlife Commission ending October 6, 2021. (Notice of Vacancy resulted in request for appointment being received from Mr. Frederickson.)

CLERK-RECORDER-REGISTRAR OF VOTERS

14. Request Board payment to DFM Associates for the annual DFM Associates Software License Maintenance and Support Fee in the amount of \$14,700, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget.

COUNTY ADMINISTRATOR

- 15. *Information Services* Request Board approve the third of three annual payments in the amount of \$26,390 for the three-year Microsoft Windows 10 Enterprise licensing agreement.
- 16. *Motor Pool* Request Board: A) award a bid to Bishop Ford for the purchase of one (1) 2019 Ford F350 Crew Cab in the amount of \$38,617.72; and B) award a bid to Enoven of Redding,

CA for the purchase of a 2019 Highway Products Service Body in the amount of \$38,787.85.

- 17. *Motor Pool* Request Board approve the repair of a Motor Pool vehicle and authorize a purchase order in the amount of \$3,363.32 payable to Mr. K Automotive in Bishop.
- 18. *Motor Pool* Request Board approve the repair of a Motor Pool vehicle and authorize a purchase order in the amount of \$4,048.87 payable to Inyo-Mono Body Shop in Bishop.

COUNTY COUNSEL

19. Request Board approve a revised Conflict of Interest Code for the Sheriff's Department.

CORONER

- 20. Request Board: A) declare Central Valley Toxicology, Inc. a sole-source provider of toxicology services; and B) approve the contract between Inyo County and Central Valley Toxicology, Inc. for the provision of toxicology services in an amount not to exceed \$18,000 for the period of July 1, 2019 through June 30, 2022, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.
- 21. Request Board: A) declare Taema Weiss, M.D. a sole-source provider of autopsy services in the southern portion of Inyo County; and B) approve the contract between the County of Inyo and Taema Weiss, M.D. for autopsy services in the southern portion of the county for a total contract amount not to exceed \$43,200 for the term of July 1, 2019 through June 30, 2021, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

HEALTH & HUMAN SERVICES

- 22. Request Board approve the System Data Use and Disclosure Agreement between the County of Inyo, HHS, California Department of Public Health, and California Reportable Disease Information Exchange for the purpose of receiving and use of information associated with monitoring reportable disease, and authorize the HHS Director or designee to sign.
- 23. **Behavioral Health** Request Board approve an addendum to the MOU between Blue Cross of California Partnership Plan, Inc. (Anthem) and Inyo County HHS Behavioral Health Division describing the responsibilities for Substance Use Disorder services for Medi-Cal beneficiaries, and authorize the HHS Deputy Director-Behavioral Health Division to sign.
- Behavioral Health Request Board authorize a \$17,600 payment to Bakersfield Healthcare Hospital for two involuntary hospitalizations of Inyo County Medi-Cal beneficiaries placed in the facility pursuant to Welfare and Institutions (WIC) Code Section 5150.

PROBATION

- 25. Request Board approve the contract between the County of Inyo and Inyo Council for the Arts for the provision of an after-school music and art program to youth throughout Inyo County in an amount not to exceed \$15,300 for the period of May 13, 2019 to August 31, 2019, and authorize the Chairperson to sign.
- 26. Request Board approve the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program in an amount not to exceed \$31,840 for the period of July 1, 2019 to June 30, 2020, contingent upon receipts from the California State Controller's Office and the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign.
- 27. Request Board approve the contract between the County of Inyo and Inyo County Superintendent of Schools for an Extended Day Program in an amount not to exceed \$21,227 for the period of July 1, 2019 to June 30, 2020, contingent upon receipts from the California State Controller's Office and the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign.

28. Request Board authorize a purchase order in the amount of \$3,118.24, payable to Southern Computer Warehouse, Inc. of Atlanta, GA for the purchase of four (4) Hewlett Packard HP ProBook 450 G5 laptops.

PUBLIC WORKS

- 29. Request Board authorize a blanket purchase in the amount of \$40,000 payable to Environmental Concepts of Tehachapi, CA for the purchase of liquid asphalt and parts to repair a Crafco Crack Sealing Kettle.
- 30. Request Board authorize and approve blanket purchase orders for Safeway Signs in the amount of \$20,000 for Fiscal Year 2018-2019 for use in the Public Works Department.
- 31. Request Board: A) amend the February 23, 2016 Board Order regarding the Lease Agreement between the County of Inyo and Brenda and Harry Wilson to reflect the correct contract dates of July 1, 2016 through June 30, 2019 with two options to extend in 2019 and again in 2020; and B) similarly amend the minutes of the February 23, 2016 Board meeting to also reflect the correct dates.
- 32. Request Board: A) amend the March 14, 2017 Board Order regarding the Lease Agreement between the County of Inyo and the Bruce and Dorothy Branson Trust to reflect the correct contract dates of April 1, 2017 through March 31, 2020 with two options to extend in 2020 and again in 2021; and B) similarly amend the minutes of the February 23, 2016 Board meeting to also reflect the correct dates.
- 33. Recommend Board approve Amendment No. 2 to the Lease Agreement between the County of Inyo and Denver Gardens LLC for office space at 912, 914, 916 and 918 North Main Street in Bishop, extending the existing lease for two (2) consecutive years, for the period of May 1, 2019 through April 30, 2021, maintaining all current provisions and conditions, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
- Road Department Request Board authorize and approve blanket purchase orders for Miller's Towing in the amount of \$11,000 for Fiscal Year 2018-2019 for use in the Public Works Department.
- 35. **Road Department** Request Board: A) approve the 2018-2019 Federal Apportionment Program Federal Exchange and State Match Program Agreement No. X19-5948(095) with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not-to-exceed amount of \$773,353; and B) authorize the Chairperson to sign.

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

36. COUNTY ADMINISTRATOR – Request Board:

- A) Accept the Fiscal Year 2018-2019 Third Quarter Financial Report as presented;
- B) Approve the specific budget action items and recommendations discussed in the report and represented in Attachments A & B, and authorize the Auditor-Controller to make the budget adjustments as listed in Attachments A & B (4/5ths vote required);
- C) Authorize the County Administrator and Auditor-Controller to make any additional year-end adjustments, as may be necessary within each fund (4/5ths vote required);
- D) Approve the Preliminary Fiscal Year 2019-2020 Budget Calendar (Attachment C) with regard to the proposed dates for the Budget Hearings and adoption of the Final Budget;
- E) Direct the County Administrator and Auditor-Controller to prepare a modified rollover budget for the start of Fiscal Year 2019-2020 and present it for approval on June 11 or June 18, 2019; and
- F) Authorize the County Administrator and Auditor-Controller to transfer the balance of General Fund Contingencies on June 28, 2019 to General Reserves and amend the Fiscal Year 2018-2019 Budget to reflect the changes if needed (4/5ths vote required).
- 37. <u>COUNTY COUNSEL/WATER DEPARTMENT</u> Request Board: A) ratify and approve a contract to provide Executive Manager services to the Owens Valley Groundwater Authority in an amount not to exceed \$37,000 annually beginning April 1, 2019 and continuing until terminated by any party with 30 days' written notice to the other party; B) ratify and approve a contract to provide legal services to the Owens Valley Groundwater Authority in an amount not to exceed \$1,500 per month beginning April 1, 2019 and continuing until

terminated by any party with 30 days' written notice to the other party; and C) authorize the Chairperson to sign both documents.

- 38. <u>HEALTH & HUMAN SERVICES</u> Behavioral Health Request Board ratify and approve the CommonGround Services and License Agreement with Pat Deegan, Ph.D. & Associates, LLC in an amount not to exceed \$24,500 for the period of May 1, 2019 through June 30, 2020, contingent upon the adoption of named budgets, and authorize the Deputy HHS Director of Behavioral Health to sign the agreement and the HIPAA Privacy Officer to sign the Business Associates Agreement.
- 39. <u>HEALTH & HUMAN SERVICES</u> Request Board ratify and approve purchases during Fiscal Year 2018-2019 from Southern Computer Warehouse in the amount of \$12,241.64, including a blanket purchase order in the amount of \$8,000 for the remainder of the fiscal year.
- <u>HEALTH & HUMAN SERVICES</u> Public Health and Prevention Request Board ratify and approve the Fiscal Year 2018-2019 Children's Medical Services Plan and Budgets, and authorize the Chairperson to sign the Certification Statements.
- 41. **PUBLIC WORKS** Request Board appoint Mr. Harry Bhakta and Mr. Wayne Sayer to two vacancies on the Northern Inyo Airport Advisory Committee: one regular unexpired four-year term ending October 31, 2020 and one alternate unexpired term ending October 31, 2020. (Notices of Vacancy for the two positions resulted in requests for appointment being received from Mr. Bhakta and Mr. Sayer.)
- 42. <u>CLERK OF THE BOARD</u> Request Board approve the minutes from the following regular Board meetings: March 12, 2019, March 19, 2019, March 26, 2019, April 2, 2019, April 9, 2019, and April 16, 2019.

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

- 11 a.m. 43. <u>SHERIFF</u> Request Board conduct a public hearing to consider a report from the Sheriff's Office regarding 2018 interactions and communications with the United States Immigration and Customs Enforcement as outlined in Government Code Section 7283.
- 11:15 a.m. 44. <u>AG COMMISSIONER</u> Request Board: A) hold a public hearing on proposed Ordinance 1241 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 3.50.040 of the Inyo County Code;" and B) approve the ordinance.
 - 45. <u>AG COMMISSIONER</u> Request Board: A) hold a public hearing on proposed Ordinance 1242 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Sections 5.40.020, 5.40.060, 5.40.070, 5.40.080, 5.40.090, 5.40.140, and 5.40.150 of the Inyo County Code;" and B) approve the ordinance.
 - 46. <u>CAO/AG COMMISSIONER/COUNTY COUNSEL/PLANNING</u> Request Board: A) receive a presentation from staff regarding proposed changes to Title 18 relating to Commercial Cannabis Activities; B) conduct a public hearing on proposed Ordinance 1243 titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Sections 18.06.161, 18.78.360(A); and Adding Sections 18.06.183 and 18.78.184 to the Inyo County Code," and enact said ordinance; and C) certify that the provisions of the California Environmental Quality Act have been met.

Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board's discretion, including before scheduled timed items.

CORRESPONDENCE - ACTION

- 47. <u>Invo Council for the Arts</u> Request Board approve Resolution No. 2019-19, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Designating Inyo Council for the Arts as the County's Partner to the California Arts Council," and authorize the Chairperson to sign.
- 48. <u>Invo County Fish and Wildlife Commission</u> Request Board authorize a \$922.75 expenditure from the Fish and Game Fine Fund to the Bishop Area Chamber of Commerce and Visitors Bureau to cover a portion of the reprinting costs for the Invo-Mono Fishing Map.

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

49. PUBLIC COMMENT

BOARD MEMBER AND STAFF REPORTS

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FROM: Parks and Recreation

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Request to Hire One Seasonal Helper for the Parks and Recreation Dept.

DEPARTMENTAL RECOMMENDATION:

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

A) The availability of funding for the requested position comes from the General Fund, concurred with by the Assistant Deputy County Administrator and Auditor Controller; and

B) Where due to the seasonal nature of the position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment is appropriate to ensure qualified applicants apply, and

C) Approve the hiring of one seasonal Park and Campground Maintenance Helper, Range PT50 (\$14.75-\$17.91),

D) Contingent upon Board approval of future budgets.

SUMMARY DISCUSSION:

Operation of the County parks and campgrounds relies on help from seasonal employees during the summer. The department is requesting that one seasonal employee be hired for the period from April through October to assist regular County staff in maintaining the facilities during our busy summer season. This position was included in the approved 2018-2019 budget and will be budgeted in the requested 2019-2020 budget.

Staff recommends filling the seasonal parks and campground maintenance position through an open recruitment.

<u>ALTERNATIVES</u>: Your Board could choose not to authorize filling this position, however, this is not recommended, as the position is needed to properly maintain the facilities.

OTHER AGENCY INVOLVEMENT: Personnel

<u>FINANCING</u>: Funding for these positions is included in the FY 2018-2019 Parks and Recreation Budget 076998 object code 5012 and will be included in the FY 2019-2020 Budget request.

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
	Approved:Date
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
	Approved: 12 Date 4/26/20,
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:
DEPARTMENT HEAD (Not to be signed until all app (The Original plus 20 copies	

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ALIFORNIA	Consent Departmental Hearing	Correspondence Action	Public	
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FROM: HEALTH & HUMAN SERVICES – Behavioral Health Division

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Request to hire one full time Residential Caregiver position in the Behavioral Health division.

DEPARTMENTAL RECOMMENDATION:

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

- a. the availability of funding for a Residential Caregiver position exists in the non-General Fund Mental Health budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller;
- b. where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment, however an open recruitment is required to ensure an adequate pool of candidates and;
- c. approve the hiring of one Residential Caregiver at range 53 (\$3070- \$3732).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A full time Residential Caregiver position at Progress House in the Behavioral Health Division will become vacant as a long term caregiver will be retiring on May 16, 2019 after many years of service. This position is one of six authorized Residential Caregiver positions and is supervised by the Progress House Manager. Residential Caregivers provide close supervision, medication assistance, linkages to the community, supportive counseling and crisis intervention for the residents. They also assist with daily living skills and provision of meals and housekeeping of the facility. The Caregivers additionally provide the first line of communication as part of the mental health on-call response. Caregivers are able to provide assistance to resolve approximately two thirds of the calls received without the need to move to the second level of on-call response, resulting in reduced costs. Residential Caregivers must be able to de-escalate crises and assess and communicate effectively around behavioral health and health issues with consumers, professionals and partners.

The Department respectfully requests that your Board authorize the hiring of one full-time Residential Caregiver to fill the vacancy at Progress House.

ALTERNATIVES:

The Board could choose to not to fill this vacancy. This would result in continued difficulty in meeting the higher acuity of the program and will result in continued overtime costs being incurred, and resulting personnel challenges.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

Progress House is funded through our federal Block Grant and State MHSA funds specifically targeting this population. This positon will be budgeted 100% in Mental Health (045200) in the salaries and benefits object codes. No County general funds.

APPROVALS	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)
(no)	Approved: Date: 1/24/2019
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)
DEPARTMENT HEAD SIG (Not to be signed until all approvals	

OF				For Clerk's Use Only: AGENDA NUMBER
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CALIFORNIA	Consent Departmental Hearing	Correspondence Action		
	Scheduled Time for	Closed Session	Informatio	nal

FROM: HEALTH & HUMAN SERVICES – Behavioral Health Division

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Authorization to hire one full time and one part time (BPAR) Addictions Counselor III in the HHS Behavioral Health Division.

DEPARTMENTAL RECOMMENDATION:

Request your Board:

- 1. Find that consistent with the adopted Authorized Position Review Policy:
 - a. the availability of funding for the requested positions exist in various non-General Fund HHS budgets (no County General Funds), as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
 - b. whereas it is unlikely that the Addictions Counselor positions could be filled by internal candidates meeting the qualifications for the position, an external recruitment would be appropriate to ensure qualified applicants apply for these specialized positions; and
 - C. approve the hiring of one full time Addictions Counselor III at Range 64 (\$3,964-\$4,817) and one part time Addictions Counselor III at Range 64PT (\$21.24-\$25.82).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting these two positions due to a vacancies resulting from 1) the resignation of one of the Addictions Counselors III as of May 3, 2019 and; 2) the retirement in March 2019 of a long term BPAR Addictions Counselor III in the Behavioral Health division.

Substance Use Disorder (SUD) services are the HHS Department's treatment programs that address addictions. These services are a part of the larger Behavioral Health division of Health and Human Services. Programs consist of assessment and treatment services in group or individual settings, including the Perinatal program to parenting women with addictions, the adolescent program, Drug Court/SACPA, jail services, Diversion, Driving Under the Influence (DUI) programs, other probation group services, outreach, case management and services to support persons with co-occurring mental health and addiction treatment needs. Services are provided in both north and south county offices and the jail. We are certified as a Drug Medi-Cal provider at both clinic sites and are able to bill Medi-Cal for many of our services.

It is critical to have adequate certified Addictions Counselor staff to provide these treatment services. SUD has been staffed with one part time and three fulltime certified Addictions Counselors III and a Licensed Addictions Supervisor. This full time position has traditionally provided a full array of SUD services, including intensive outpatient services, jail services, crisis intervention and south county services. The part time position has been used

primarily to provide coverage of the DUI programs. These vacancies will offer us an opportunity to assess program assignments to ensure most effective and efficient service provision. We respectfully request to fill these vacancies at the same level as vacated, the Addictions Counselor III, to ensure that we have certified and experienced Addictions Counselors able to provide much-needed services.

ALTERNATIVES:

The Board could choose to not to allow Behavioral Health to hire these vacant positions. As a result, we would be further limited in our capacity to provide addiction treatment services within our community to meet a growing need for treatment services.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

Drug Medi-Cal reimbursement, SAPT Block Grant, participant payments, and Behavioral Health Realignment funds. This position will be budgeted 100% in SUD (045315) in the salaries and benefits object codes. No County General Funds.

APPROVALS	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)
Cho	Approved: Date: 4/24/2019
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)
	Date: 4123/19
DEPARTMENT HEAD SI (Not to be signed until all approval	

OF	AGENDA REQUEST FORM	For Clerk's Use Only: <i>AGENDA NUMBER</i> <i>AGENDA NUMBER</i>
	BOARD OF SUPERVISORS COUNTY OF INYO	12
CULFORTIN	Consent Departmental Correspondence Action Public Hearing Scheduled Time for Closed Session Informational	

FROM: HEALTH & HUMAN SERVICES - WIC

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Request to change HHS authorized strength by deleting a B-Par Registered Dietitian Nutritionist and adding a full time Registered Dietitian, approve the Registered Dietitian job description and authorize the hiring of one Registered Dietitian.

DEPARTMENTAL RECOMMENDATION:

Request the following:

- A) Approve the amended Registered Dietitian Nutritionist job description; and,
- B) Change the Authorized Strength in the Health and Human Services WIC, ESAAA and CHDP programs by:
 - 1. Deleting one B-Par Registered Dietitian Nutritionist at Range PT74 (\$26.90 \$32.70/hr)
 - 2. Adding one Registered Dietitian Nutritionist at Range 74 (\$5,021 \$6,103/month);
- C) Find that, consistent with the adopted Authorized Position Review Policy:
 - 1. The availability of funding for the requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
 - 2. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
 - 3. Approve the hiring of one Registered Dietitian Nutritionist at Range 74 (\$5,021 \$6,103/month)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

During the FY 18/19 budget process, in anticipation of the retirement of the WIC Program Manager, HHS restructured the Public Health and Prevention division by creating a Prevention Program Manager position to oversee the administrative and management functions of multiple prevention programs and created a part time Registered Dietitian Nutritionist (RD) position. This restructure met the State WIC requirements for an RD to provide specific program duties, and also maintained a requirement for the RD to provide nutrition education and menu development/approval, as required in the ESAAA/IC-GOLD program. HHS has been advertising the part time RD position since the beginning of October 2018 and we have had no applicants. We are requesting to make this position a full time position in order to improve recruitment prospects, as well as provide additional RD services within the Department, including nutrition education for clients in other divisions, like Behavioral Health. With the salary savings from the vacancy, we have funding for this fiscal year. For next fiscal year and beyond, we will be blending the resources of all HHS programs that have a need for the services of a Registered Dietitian.

The Department is respectfully requesting authorization to establish the Registered Dietitian Nutritionist as a full time position and request your approval to change the authorized strength by deleting one B-Par Registered Dietitian Nutritionist and adding one Registered Dietitian Nutritionist in the HHS WIC and ESAAA programs. The Department also respectfully requests your Board approve the amended job description and authorize the department to recruit and hire a Registered Dietitian Nutritionist.

ALTERNATIVES:

The Board could choose not to hire the Registered Dietitian Nutritionist position which would mean that the WIC and ESAAA programs would continue to be out of compliance with State requirements.

OTHER AGENCY INVOLVEMENT:

Mono County Social Services

FINANCING:

State and Federal funds. This position will be paid 60% in the WIC (641918), 10% in CHDP (045102) and 30% ESAAA (683000) Budgets in the Salary and Benefits object category. No County General Funds.

APPROVALS			
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDIN, reviewed and approved by County Counsel p.		RELATED ITEMS (Must be
N/A		Approved:	_ Date:
AUDITOR/GONTROLLER:	ACCOUNTING/FINANCE AND RELATED IT submission to the Board Clerk.)	EMS (Must be reviewed and approved b) Approved:	y the Auditor/Controller prior to
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must submission to the Board Clerk.)	be reviewed and approved by the Director	pr of Personnel Services prior to

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

Registered Dietitian Nutritionist- Full Time

DEFINITION: A Registered Dietitian is responsible for providing, developing, and/or coordinating nutritional assessments, plans, education, and counseling to individuals who receive county services. Develops and oversees menus for various programs in accordance with regulatory and program-specific dietary guidelines. May provide supervisory oversight of staff. Functions under the direct supervision of the HHS Deputy Director of Public Health & Prevention, or her designee.

ESSENTIAL JOB DUTIES: The Registered Dietitian provides counseling services for the prevention and management of chronic diseases, nutrition education across the lifespan, and referrals to other community resources as needed. The Registered Dietitian establishes guidelines for nutritional assessments, and oversees development, implementation and evaluation of annual staff training plan, nutrition education classes and nutrition education materials for groups and individuals, as well as written nutrition education for targeted populations (e.g. newsletter and media articles).

The Registered Dietitian develops and implements regular monitoring of kitchen staff in designated programs, and ensures communication with appropriate managers regarding compliance strengths and weaknesses; participates in ongoing quality improvement. Within the WIC program, the Registered Dietitian oversees the nutritional components of the program. The duties will entail nutrition assessments and subsequent education and counseling of pregnant, lactating, postpartum women, infants, and children from birth to five (5) years of age. The Registered Dietitian is responsible for development, implementation, and evaluation of the WIC Nutrition Services Plan, the WIC Quality Assurance Plan, and WIC Nutrition Assistant training and certification. The Registered Dietitian is also assigned as the WIC Breastfeeding Coordinator.

Within the Aging Services Elderly Nutrition Program (ENP), the Registered Dietitian oversees the nutritional components of both the congregate and home delivered meal programs consistent with California Department of Aging and Federal Regulations. Components include, but are not limited to review and approval of proposed menu plans to ensure compliance with the federal dietary guidelines for older Americans including substitute menu items; quarterly and annual kitchen inspections within the service area of Inyo and Mono counties, including annual monitoring of ENP program compliance; review and approval of all standardized recipes and substitute food items prior to implementation by the program; nutrition counseling for high risk older adults with nutritional risk factors; and review and approval of annual training plan, as well as provision of staff training, as indicated, in Inyo and Mono County.

The Registered Dietitian may also provide nutrition education, staff training, and menu development and/or consultation to other County programs, as assigned.

KNOWLEDGE OF:

Must be knowledgeable in the areas of therapeutic and normal nutrition, as it relates to special populations (e.g. pregnant or lactating women; older adults; infants/children; individuals with chronic medical conditions).

Knowledge and understanding of and sensitivity to area minority groups and their socioeconomic backgrounds and cultures.

SKILLS:

Able to quickly build and maintain rapport with consumers and staff of differing backgrounds; act as a team player; be customer-service oriented; possess intermediate computer skills and be able to learn and understand program-specific computer database systems; familiarity with modern office practices and procedures including email; effectively interview and conduct group education and one-to-one education; use sound judgment and make appropriate, informed decisions; effectively organize work with limited supervision; be familiar with adult learning and general training techniques; pay attention to detail and exhibit excellent follow-through on work tasks; handle multiple tasks simultaneously

EMPLOYMENT STANDARDS:

Must be certified as a Registered Dietitian Nutritionist (RDN) through the Commission on Dietetic Registration (CDR).

Prior experience working in a WIC program and/or one year of experience in providing education, counseling, and/or training in a healthcare or community setting is desirable. Bilingual English/Spanish language competency is desirable.

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FORMU	Scheduled	Time for	Closed Session	Informational	

FROM: Clint G. Quilter, Clerk of the Board, County Administrator **BY:** Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Appointment to Inyo Fish and Game Commission

<u>DEPARTMENTAL RECOMMENDATION</u>: Request Board appoint John Frederickson to an unexpired four-year term on the Inyo County Fish and Wildlife Commission ending October 6, 2021. (Notice of Vacancy resulted in request for appointment being received from Mr. Frederickson.)

SUMMARY DISCUSSION: The Inyo County Fish and Game Commission is comprised of five regular members and one alternate member. In early April, the Commission secretary advised the Assistant Clerk of the Board of Supervisors that longtime member Garrett McMurtrie had resigned (see attached letter). Per your Board's policy, the Assistant Clerk published a Notice of Vacancy for the unexpired four-year term. One Letter of Interest was received, from Mr. John Frederickson who currently serves on the Commission in the alternate position and who would like to serve as a regular member (see second attached letter).

<u>ALTERNATIVES</u>: The Board could choose to not make the appointment, but this is not recommended as the applicant is qualified for the position and eager to serve.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There are no costs associated with this appointment outside of advertising the Notice of Vacancy.

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

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

1 for 2 Aut Date: 04-24-19

Garrett McMurtrie 222 W Yaney St. Bishop ca 93514

February 21, 2019

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

Gentlemen:

Please accept my resignation from the Inyo Fish and Wildlife Commission effective immediately. A new employment opportunity will make it impossible for me to continue as a Commissioner.

As a current member of the Commission I would like to thank you for giving me the opportunity to serve and have enjoyed working with the other members of the Commission to make recommendations to the Board of Supervisors on the use of Fish and Game Fine funds that have been beneficial to the preservation of the wildlife in Inyo County.

Sincerely,

Garrett McMurtrie

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA, COUNTY OF INYO

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years,

And not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the

The Inyo Register

This space is for County Clerk's Filing Stamp RECEVED

2019 APR -8 PM 12: 52

INYO COUJTY ABIONISTICATOR CLERK DO VICTOR

Proof of Publication of Public Notice

County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

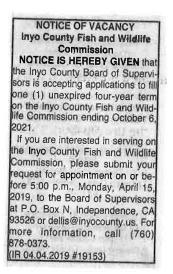
April 4TH, In the year of 2019

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Bishop, California, on this 4TH Day of April 2019

obn Barris

Signature



John Frederickson 1453 Bear Creek Road Bishop CA 93514

March 20, 2019

RECEIVED 2019 APR -5 AM 11: 13 INYO COUNTY ASMENSIAAISE CLERK OF THE ROADO

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

Gentlemen:

Please accept my request for appointment to the Inyo Fish and Wildlife Commission. I currently serve as the voting alternate on the Commission. I am asking to be appointed as a regular member to fill the vacancy created when Garrett McMurtrie resigned. I believe in the work of the Fish and Wildlife Commission and appreciate your consideration of my request to be appointed a regular member on the Commission to complete the unexpired four year term of Garrett McMurtrie.

Sincerely, rechick, 725 John Frederickson

OF		For Clerk=s Use Only: AGENDA NUMBER
	AGENDA REQUEST FORM BOARD OF SUPERVISORS COUNTY OF INYO	14
CILIFORTIA	X Consent Departmental Correspondence Action Scheduled Time for Closed Session	Public Hearing Informational

FROM: Kammi Foote, Clerk-Recorder and Registrar of Voters

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Approval of annual payment to DFM Associates for Software License Maintenance and Support Fee

DEPARTMENTAL RECOMMENDATION:

Request Board approve payment to DFM Associates in an amount of \$14,700.00 for the annual DFM Associates Software License Maintenance and Support Fee, contingent upon the Board's adoption of the 2019-2020 annual budget.

SUMMARY DISCUSSION:

On April 24, 2007 the Inyo County Board of Supervisors declared DFM Associates as the sole source provider for voter registration software and approved a contract between the County of Inyo and DFM Associates for use of their EMS voter registration system. Per the Board approved contract, the initial term of the lease was "Sixty (60) months from the installation of the EIMS and continuing thereafter until the next following June 30th. The entire amount to fulfill the financial obligations under the initial lease terms of the contract was encumbered in the 2007-2008 fiscal year. Payments were made to DFM Associates monthly from July 1, 2007 to June 30, 2012.

According to the Article 9 of the contract, "After the expiration of the initial term, this Agreement will automatically continue with respect to such Specified DFM Software or such Specified Consulting Services on a year to year basis, unless either party gives the other written notice..."

This request is to authorize an annual payment in the amount of 14,700.00 to continue the lease with DFM Associates for the term of July 1, 2019 – June 30, 2020.

ALTERNATIVES:

The DFM software system is used to electronically manage voter registration and election administration in Inyo County. The Board can deny the approval of this payment, which would result in the discontinuation of the use of the EIMS Voter Registration and Elections Management System and the inability to electronically manage election related services as required by State and Federal law.

FINANCING:

This annual payment will be made from the Elections Budget – General Operating Expenses (011000-5311), contingent upon the adoption of the 20/9-2020 budget.

April 1, 2019

Ms. Kammi Foote County of Inyo County Clerk Recorder 168 N. Edwards Street Independence, CA 93526

Ref: Contract dated 4/27/07

Dear Ms. Foote:

It is again that time of year when DFM must notify the county of any adjustment to their monthly lease fees.

Effective July 1, 2019 for fiscal year ending June 30, 2020, there will be no increase to the monthly EIMS lease fee. Therefore, your EIMS lease fee will remain at \$1,225.00 per month, or \$14,700.00 annually.

We sincerely thank you for your past patronage and look forward to another year of providing you with the highest level of professional support available.

Sincerely, nomas d

Thomas G. Diebolt President

TGD:fd



Bill To

Ship To

County of Inyo Kammi Foote,County-Clerk-Recorder P.O. Drawer F Independence, CA 93526

	Ship	5.0.	No.
Contract dated 4/27/07 Net 30			
Quantity Item Code Description	U/M	Price Each	Amount
12 CA - Inyo EIMS Monthly Lease Per Increase Letter Dated April 1, 2019 Annual Invoice: For the Months of July 2019 - June 2020 Sales Tax Inyo County Combined		1,225.00	14,700.00

Invoice

 Date
 Invoice #

 7/1/2019
 44296

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FROM: Information Services

FOR THE BOARD MEETING: May 7, 2019

SUBJECT: Microsoft Windows 10 Enterprise Agreement, third of three annual payments of \$26,390.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the third of three annual payments in the amount of \$26,390 for the three-year Microsoft Windows 10 Enterprise licensing agreement approved by your Board on May 3, 2017.

SUMMARY DISCUSSION:

Up-to-date computer operating systems offer improved security and support, and Windows 10 is Microsoft's most current base operating system for desktop and laptop computers. Maintaining this Enterprise Agreement allows the County to install and run Windows 10 on up to 500 computers, and to install security patches and updates as they are released.

The Windows 10 Enterprise licensing agreement was approved by your board on May 3, 2017 as part of the annual Tech Refresh budget.

The licenses in the Windows 10 Enterprise Agreement were acquired from CDW-G through the State of California Software Cooperative Agreement (SCA-17-70-0025H) in compliance with section E.III.B.5 of the Inyo County Purchasing and Contracting Policy and Procedures Manual.

<u>ALTERNATIVES</u>: Your Board could choose to not approve the third of three payments for the Windows 10 Enterprise Agreement, in which case Information Services would need to reinstall Microsoft Windows 7 on the County's desktop and laptop computers in order to be in compliance with the Microsoft Enterprise licensing agreement. We would attempt to resolve compatibility issues as they arise. This alternative is not recommended because of the time and effort needed to research and resolve software incompatibility issues, adversely affecting departmental productivity.

<u>OTHER AGENCY INVOLVEMENT</u>: All County departments presently use desktop and laptop computers with the Microsoft Windows operating system.

<u>FINANCING</u>: Funding for the licensing is available in the Board approved FY 2018-19 Computer Upgrade budget 011808, Object Code 5232 (Office and Other Equipment <\$5000).

÷,

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
	Approved:Date
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
\subset	Approved: US Date #/35/20,
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved:Date
BUDGET OFFICER:	BUDGET RELATED ITEMS (Must be reviewed and approved by the budget officer prior to submission to the board clerk.)
	Approved:Date
DEPARTMENT HEAD	

(Not to be signed until all approvals are received) (The Original plus 14 copies of this document are required)

QUOTE CONFIRMATION



DEAR SHEILA WARD,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. <u>Click</u> <u>here</u> to convert your quote to an order.

Please let me know if you have any questions, or if there is any more information I can supply.



ACCOUNT MANAGER NOTES: Thank you.

Jordan Hamu CDWG Account Manager

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KLXW459	3/7/2019	MS WINENT	0388596	\$26,390.00

QUOTE DETAILS	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	And State 2 Print	A Transfer	
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS MEA WIN ENT UPG/SA Mfg. Part#: KV3-00381-SLG Electronic distribution - NO MEDIA Contract: California NVP Software (ADSP016-130652 7-16-70-	500	3812076	\$52,78	\$26,390.00
PURCHASER BILLING INFO			SUBTOTAL	\$26,390.00
Billing Address: INYO COUNTY PURCHASING DEPT.		2-57 2 1 Set	SHIPPING	\$0.00
A/P PO BOX N INDEPENDENCE, CA 93526-0613 Phone: (760) 878-2411 Payment Terms: NET 30-VERBAL			SALES TAX	\$0.00
			GRAND TOTAL	\$26,390.00
DELIVER TO		Please remi	t payments to:	
Shipping Address: INYO COUNTY PURCHASING DEPT. INFORMATION TECHNOLOGY 168 N EDWARDS STREET INDEPENDENCE, CA 93526 Phone: (760) 878-2411 Shipping Method: ELECTRONIC DISTRIBUTION		CDW Govern 75 Remittand Suite 1515 Chicago, IL 6	ce Drive	

Jordan Hamu (877) 881-6914 jordham@	cdwg _r com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at ntro://www.ctiwg.com/content/terms-conditions/product-sales.argx For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
16

Consent Departmental

Closed Session

Correspondence Action

Public Hearing
Informational

FROM: Motor Pool

FOR THE BOARD MEETING OF: May 14, 2019

SUBJECT: Purchase of FY 2018-2019 Motor Pool Vehicles

DEPARTMENTAL RECOMMENDATION:

Request your Board 1) award a bid to Bishop Ford for the purchase of (1) One 2019 Ford F350 Crew Cab in the amount of \$38,617.72 and 2) award a bid to Enoven of Redding for the purchase of a 2019 Highway Products Service Body in the amount of \$38,787.85. The total of both bids is \$77,405.57.

SUMMARY DISCUSSION:

Motor Pool went through the formal bid process for the purchase of a One Ton Truck cab and chassis and a utility body for Search and Rescue. Bishop Ford provided the only bid for the truck and Enoven provided the only bid for the utility body.

There is \$362,000 in the Board Approved Fiscal Year 2018-2019 Motor Pool Budget for vehicles, which includes \$80,000 for the purchase of a truck for Search and Rescue. This vehicle is an addition to the motor pool fleet and will be assigned to Search and Rescue.

ALTERNATIVES:

Your Board could choose not to purchase this vehicle at this time, however, staff recommends making the purchase as this vehicle is in need and is under the Board Approved amount.

FINANCING:

The vehicles recommended for purchase have been included in the 2018-2019 Motor Pool Budget (200100), in the Vehicle Object Code (5655).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
	Approved:Date
	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: Date
DEPARTMENT HEAD (Not to be signed until all approv	SIGNATURE: Couilty by planit Date: 4/24/19

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Motor Pool FROM:

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Repair to Motor Pool Vehicle

DEPARTMENTAL RECOMMENDATION: Recommend that your Board approve the necessary repair of a Motor Pool vehicle and authorize the Purchasing Department to issue a purchase order in the amount of \$3363.32 payable to Mr. K Automotive of Bishop.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Motor Pool vehicle, a 2010 Ford F-150 is need of a new transmission.

Mr. K Automotive provided us with the lowest quote of \$3363.32 for the repair. Motor Pool currently has a blanket purchase order in place for this fiscal year with Mr. K Automotive. This 3363.32 will be in addition to the blanket purchase order now in place.

Your Board could choose not to approve the repair of this vehicle; however, it is not safe to ALTERNATIVES: operate and the vehicle is of sufficient value to warrant the repair.

OTHER AGENCY INVOLVEMENT:

FINANCING: The Motor Pool Budget 200100 Object Code 5171 has sufficient funding to make the repair.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
	Approved:Date
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
(×	Approved: eges_Date 4/27/2019
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved:Date

Date: 4/26/19

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

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AGENDA REQUEST FORM BOARD OF SUPERVISORS

For AG	Clerk's Use Only ENDA NUMBER	V:
	18	

COUNTY OF INYO

Departmental Correspondence Action

Closed Session

Public Hearing
Informational

FROM:

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Body Repair to Motor Pool Vehicle

DEPARTMENTAL RECOMMENDATION:

Motor Pool

Recommend that your Board approve the repair of a Motor Pool vehicle in the amount of \$4,048.87 at the Inyo Mono Body Shop of Bishop.

SUMMARY DISCUSSION:

Motor Pool vehicle number 9819, a 2017 Ford Escape, was recently in an accident which was not the fault of our county employee.

The only quote provided was from Inyo Mono Body Shop in the amount of \$4048.87 for the repairs. The other party's insurance company has approved the repair.

Motor Pool has spent \$10,611.78 for Fiscal Year 18/19 with Inyo Mono Body Shop.

ALTERNATIVES:

Your Board could choose not to approve the repair of this vehicle; however, it is not safe to operate and the vehicle is of sufficient value to warrant the repair.

FINANCING:

Auto Club Insurance will be issuing a check in the amount of \$4,048.87 made payable to Inyo County Motor Pool. This check will be deposited into the Motor Pool budget as a reimbursed expense. Motor Pool will then pay this expense out of the Motor Pool Budget (200100), Maintenance of Equipment (Object Code 5171).

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

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Date: 4126/19

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

(The Original plus 14 copies of this document are required)

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AGENDA REQUEST FORM BOARD OF SUPERVISORS

For	Clerk's Use Only:
AG	ENDA NUMBER
	19

COUNTY OF INYO

Scheduled Time for

X Consent

Closed Session

Correspondence Action

Informational

Public Hearing

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: APPROVAL OF SHERIFF DEPARTMENT'S REVISED CONFLICT OF INTEREST CODE

Departmental

DEPARTMENTAL RECOMMENDATION: Request your Board approve a revised Conflict of Interest Code for the Sheriff's Department.

SUMMARY DISCUSSION:

On April 9, 2019, your Board approved an amended conflict of interest code for the Sheriff's Department. We recently determined that a few additional changes to that code are needed: (1) adding the positions of Veteran Service Officer and Veteran Service Representative in recognition of the Sheriff's Department's administration of that program (previously, those positions were in a standalone conflict code); and (2) redesignating the position of Sheriff in the code, which our office had incorrectly deleted from the version you approved on April 9th based on a mistaken belief that state law directly required the position of Sheriff to file an economic disclosure statement and therefore the position didn't need to be designated in a local conflict-of-interest code. We subsequently learned that state law does not directly require such a filing by the Sheriff and therefore it should be included in a local code. The proposed revised code reflects those changes and is recommended for your approval.

ALTERNATIVES:

Your Board could choose not to approve the revised code. Such an approach is not recommended, since the revised code better complies with applicable legal requirements.

OTHER AGENCY INVOLVEMENT: n/a

<u>FINANCING</u>: The recommended action results in no financial impact to the County of Inyo.

APPROVALS			
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AN reviewed and approved by county of		RELATED ITEMS (Must be
DEPARTMENT HEAD (Not to be signed until all ap			Date: 4/2n lig

CONFLICT OF INTEREST CODE OF THE

OFFICE OF THE SHERIFF

DEPARTMENT

COUNTY OF INYO, STATE OF CALIFORNIA

SECTION 1. Purpose.

Pursuant to California Government Code section 87300, et seq., the OFFICE OF THE SHERIFF

Department hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

SECTION 2. Designated Positions.

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

SECTION 3. Disclosure Statements.

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Director of the <u>OFFICE OF THE SHERIFF</u> Department may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

SECTION 4. Place, Time and Requirements of Filing.

(A) Place of Filing.

All employee's required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Director of OFFICE OF THE SHERIFF

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interested Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income

received, any time during the previous calendar year or since the date the employee assumed the designated position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

SECTION 5. Contents of Disclosure Statement.

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

SECTION 6. Disgualification.

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

APPENDIX "A" CONFLICT OF INTEREST CODE OF THE OFFICE OF THE SHERIFF DEPARTMENT COUNTY OF INYO, STATE OF CALIFORNIA

DESIGNATED POSITIONS

Designated Positions	Disclosure Category
SHERIFF	1
UNDERSHERIFF	1
LIEUTENANT	2
ADMINISTRATIVE ASSISTANT	3
ADMINISTRATIVE CORPORAL	3
CIVIL OFFICER	3
FOOD SERVICE SUPERVISOR	3
PUBLIC AFFAIRS OFFICER	3
VETERAN SERVICE OFFICER	1
VETERAN SERVICE REPRESENTATIVE	3

APPENDIX "B"

CONFLICT OF INTEREST CODE OF THE OFFICE OF THE SHERIFF DEPARTMENT COUNTY OF INYO, STATE OF CALIFORNIA

DISCLOSURE CATEGORIES

DISCLOSURE CATEGORY ONE (1):

- a) Designated employees shall report all investments, business positions, interest in real property or source of income, if the business entities, sources of income (including receipt of gifts, loans and travel payments) and real property is located in the county of lnyo or within two (2) miles of county boundary and earned within two (2) years of the statement being filed.
- b) Designated employees shall report all investments, business positions, interest in real property or source of income, (including receipt of gifts, loans and travel payments) if the business entity or source provides leased facilities, products, equipment, vehicles, machinery or services (including training or consulting services) of the type utilized by the Agency.
- c) Designated employees shall report all investments, business positions, interest in real property or source of income, (including receipt of gifts, loans and travel payments) if the business entity or source is subject to the Agency's regulatory, permit or licensing authority.
- Designated employees shall report their gross income and community property interest in their spouse's gross income aggregating
 \$250 or more received from any source located in or doing business in county of Inyo.
- e) Designated employees shall report any loans, including real estate loans and margin accounts, received by either the employee or the employee's spouse aggregating \$250 or more from a single source which is located in, or doing business within county of Inyo

DISCLOSURE CATEGORY TWO (2):

- a) Designated employees shall report all investments, business positions, interest in real property or source of income, if the business entities, sources of income (including receipt of gifts, loans and travel payments) and real property located in the county of Inyo or within
- two (2) miles of county of Inyo earned within two (2) years prior to the statement being filed.
 Designated employees shall report all investments, business positions, interest in real property or source of income, (including receipt of gifts, loans and travel payments) if the business entity or source provides leased facilities, products, equipment, vehicles,
- machinery or services (including training or consulting services) of the type utilized by the Agency.
- c) Designated employees shall report all investments, business positions, interest in real property or source of income, (including receipt of gifts, loans and travel payments) if the business entity or source is subject to the Agency's regulatory, permit or licensing authority.

DISCLOSURE CATEGORY THREE (3):

a) Designated employees shall report all investments, business positions, interest in real property or source of income, if the business entities, sources of income (including receipt of gifts, loans and travel payments) and real property located in the county of Inyo or within two (2) miles of county of Inyo.

DISCLOSURE RPORTING:

All disclosures and reporting shall be in conformance with the requirements contained in the Statement of Economic Interests Form 700 and instructions presented by the California Fair Political Practices Commission and in the California Government Code.



FROM: Jason Molinar, Inyo County Coroner

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Approval of Contract with Central Valley Toxicology, Inc.

DEPARTMENTAL RECOMMENDATION:

Request your Board A) declare Central Valley Toxicology, Inc a sole source provider of toxicology services; and B) approve the contract between Inyo County and Central Valley Toxicology, Inc. for the provision of toxicology services in an amount not to exceed \$18,000 for the period of July 1, 2019 through June 30, 2022, contingent upon future budgets, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

This contract is an essential function for the Coroner's office. Central Valley Toxicology, Inc. has been providing Toxicology Services for this office for many years and it benefits this department to continue with this contract.

ALTERNATIVES:

Your Board could choose to not approve this contract, which would impact the job of the Coroner, and not allow him to move forward appropriately and fulfill his duties as Coroner.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This expense will be budgeted in the Coroner's Budget each year in Professional Services.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerks)
	Approved:Date #1/1./19
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
	Approved: 192 Date 7/17/201

DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received) fund Molinar by Waring Date: 4/17/19 (The Original plus 14 copies of this document are required)

AGREEMENT BETWEEN COUNTY OF INYO

AND Central Valley Toxicology, Inc.

FOR THE PROVISION OF Toxicology

SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the <u>Toxicology</u> services of <u>Central Valley Toxicology</u>

of <u>Clovis, CA</u> (hereinafter referred to as "Contractor"), 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 Contractor 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 Contractor to perform under this Agreement will be made by <u>Jason Molinar</u> whose title is: <u>Coroner</u> Requests to the Contractor 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 Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor 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 Contractor 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.

2. TERM.

The term of this Agreement shall be from <u>July 1, 2019</u> to <u>June 30, 2022</u> unless sooner terminated as provided below.

3. CONSIDERATION.

A. <u>Compensation</u>. County shall pay to Contractor 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 Contractor at the County's request.

B. <u>Travel and per diem</u>. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. <u>No additional consideration</u>. Except as expressly provided in this Agreement, Contractor 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, Contractor 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.

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 1

D. <u>Limit upon amount payable under Agreement</u>. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$18,000 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. <u>Billing and payment</u>. Contractor shall submit to the County, once a month, an itemized statement of all 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 services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. <u>Federal and State taxes</u>.

(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 Contractor 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 contractors when it is anticipated that total annual payments to Contractor 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 Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, 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, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor'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 Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure 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, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor 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 Contractor at no expense to the County. Contractor 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 Contractor and County as to what licenses, certificates, and permits are required to perform the services the right to make such determinations for purposes of this Agreement.

B. Contractor 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. Contractor also warrants that it is not suspended or debarred from

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 2

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: <u>http://www.sam.gov</u>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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

7. COUNTY PROPERTY.

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

B. <u>Products of Contractor's Work and Services</u>. Any and all compositions, publications, plans, designs, 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, Contractor'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, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, 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, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employee relationship or a joint venture. As an independent contractor:

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

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 3

B. Contractor 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 Contractor in fulfillment of this Agreement.

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

12. RECORDS AND AUDIT.

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

B. <u>Inspections and Audits</u>. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, 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 Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, 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. Contractor 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. Contractor 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.

14. CANCELLATION.

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

15. ASSIGNMENT.

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

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 4

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. 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-three (23) below.

18. CONFIDENTIALITY.

Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor 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.

19. CONFLICTS.

Contractor 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.

20. POST AGREEMENT COVENANT.

Contractor 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, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, 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, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. 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.

22. 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 Contractor 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-three (23) (Amendment).

23. 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.

24. 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 Contractor 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	
Coroner	Department
325 West Elm Street	Street
Bishop, CA 93514	City and State
Contractor:	
Central Valley Toxicology, Inc.	Name
1580 Tollhouse Road	Street
Clovis, CA 93611	City and State

25. 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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County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 6

AGREEMENT BETWEE	N COUNTY OF INYO		
AND Central Valley Toxicology,	Inc.		
FOR THE PROVISION OF Toxicology		SERV	ICES
IN WITNESS THEREOF, THE PARTIES HE THIS DAY OF,		AND	SEALS
COUNTY OF INYO	CONTRACTOR		
By: Signature	By: Signature RozeRE DZZES		
Print or Type Name	Print or Type Name		
Dated:	Dated: 4/2/2019		
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 of Inyo Standard (Independent 0 Page	Contractor)	7/27/20	18

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Central Valley Toxicology, Inc.
FOR THE PROVISION OF Toxicology SERVICES

TERM:

FROM: 07/01/2019 TO: 06/30/2022

SCOPE OF WORK:

Toxicology Services

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

Central Valley Toxicology, Inc.

AND _____ Ce
FOR THE PROVISION OF _____

Toxicology

SERVICES

TERM: FROM: 07/01/2019 TO: 06/30/2022

SCHEDULE OF FEES:

See Attached Schedule of Fees

Total amount of contract not to exceed \$18,000

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 9



CORONER'S FEE SCHEDULE

CORONER'S COMPLETE PANEL (INCLUDES CONFIRMATION/LEVELS):	Comprehensive screening with confirmation and quantification of abused drugs, alcohol and other drugs that are in a range of high therapeutic to overdose levels. Includes prescription and over-the-counter drugs, over 350 drugs and metabolites. Does not include Marijuana.	\$198.00	
ADDITIONAL SAMPLE:	Each additional sample add	\$55.00	
ROUTINE PANEL (INCLUDES CONFIRMATION/LEVELS):	Ethyl Alcohol, Acetone, Cocaine, Opiates, PCP, Amphetamines, Barbiturates, Benzodiazepines, Methadone, Fentanyl, Tricyclic Antidepressants, and Carisoprodol.	\$155.00	
ABUSED DRUG SCREEN:	Cocaine, Opiates, PCP, and Amphetamines; one price includes four individual drug screens. (Qualitative Screen Only)	\$46.00	
GENERAL DRUG SCREEN:	Includes prescription and over-the-counter drugs, over 350 drugs and metabolites. (Qualitative Screen Only)	\$83.00	
SPECIFIC DRUG SCREEN/CONFIRM/LEVEL:	Screening for a specific drug from a biological matrix with determination and quantitative concentration of primary drug and metabolite when applicable (Quantitative)	\$78.00	
BLOOD ALCOHOL:	Blood Ethyl Alcohol with Confirmation in secondary sample (vitreous humor, urine, etc.) when available	\$45.00	
SOLVENT/VOLATILE:	Methyl Alcohol, Isopropyl Alcohol, Acetone, Benzene, Chloroform, Toluene, etc. with Confirmation in secondary sample (vitreous humor, urine, etc.) when available	\$78.00	
VITREOUS PANEL:	Sodium, Potassium, Chloride, Glucose	\$78.00	
UREA NITROGEN:	Urea Nitrogen (Vitreous humor, VUN)	\$30.00	
CREATININE:	Creatinine (Vitreous humor)	\$30.00	
CARBOXYHEMOGLOBIN:	%Saturation of blood by CO	\$78.00	
SUBSTANCE ID:	Identification and confirmation of drugs in capsules, powders, tablets, fluids, organic material.	\$105.00	
TISSUE PREP:	Mincing/liquefying preparation of tissue sample.	\$38.00	
CORONER'S CAP:	A maximum fee of \$550.00 is charged when the individual test fees are in excess of \$550.00 for a final toxicology report. A cap does not include fees charged by an outside lab or other send outs or additional testing after a final report has been issued.	\$550.00	в. S.N
SEND OUTS:	Shipping Costs to CVT will be included in Send Out Charges (Heavy Metals, Lithium, Hep C, HIV, etc.)	At Cost	1580 Clovis Phone

1580 Tollhouse Road Clovis, California 93611 Phone (559) 323-9940 Fax (559) 323-7502

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____

Central Valley Toxicology, Inc.

Toxicology

FOR THE PROVISION OF

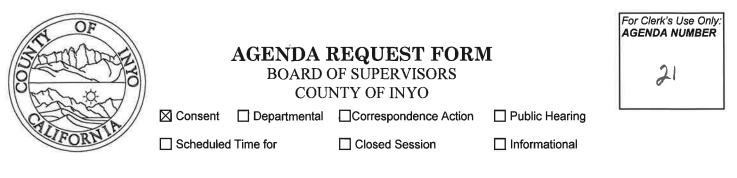
TERM:

SEE ATTACHED INSURANCE PROVISIONS

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 10

07/27/2018

SERVICES



FROM: Jason Molinar, Inyo County Coroner

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Approval of Contract for Autopsy Services

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract with Taema Weiss, M.D., for autopsy services for the term of July 1, 2019 through June 30, 2021 for a total contract amount not to exceed \$43,200, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Dr. Weiss provides autopsy services in the Southern portion of the County and is also the only physician in Southern Inyo County with the expertise to provide autopsy services.

ALTERNATIVES:

Your Board could choose to not approve this contract, which would impact the job of the Coroner, and not allow him to move forward appropriately and fulfill his duties as Coroner.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This expense will be budgeted in the Coroner's Budget (023500) each year in Professional Services (5265).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk)
	Approved:Date_01/16/2019
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
	Approved:Date_4/17/2019

Maring Date: 4/17/19 DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received) (The Original plus 14 copies of this document are required) by

AGREEMENT BETWEEN COUNTY OF INYO

AND Taema Weiss

Autopsy

SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Autopsy of Taema Weiss of

Bishop, CA (hereinafter referred to as "Contractor"), 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 Contractor 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 Contractor to perform under this Agreement will be made by <u>Jason Molinar</u>

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 Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor 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 Contractor 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, county, 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.

2. TERM.

The term of this Agreement shall be from <u>07/01/2019</u>, to <u>06/30/2021</u>, unless sooner terminated as provided below.

3. CONSIDERATION.

A. <u>Compensation</u>. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment C) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. <u>Travel and per diem</u>. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. <u>No additional consideration</u>. Except as expressly provided in this Agreement, Contractor 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, Contractor 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. <u>Limit upon amount payable under Agreement</u>. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed

\$43,200

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. <u>Billing and payment</u>. Contractor shall submit to the County, once a month, an itemized statement of all 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 services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. <u>Federal and State taxes</u>.

(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 Contractor 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 contractors when it is anticipated that total annual payments to Contractor 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 Contractor under this Agreement Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, 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, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor'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 Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure 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, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor 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 Contractor at no expense to the County. Contractor 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 Contractor 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. Contractor 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. Contractor 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: <u>http://www.sam.gov</u>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. <u>Products of Contractor's Work and Services</u>. Any and all compositions, publications, plans, designs, 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, Contractor'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, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, 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, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor 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 contractor:

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

B. Contractor 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 Contractor in fulfillment of this Agreement.

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

B. <u>Inspections and Audits</u>. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, 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 Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, 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. Contractor 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. Contractor 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.

> County of Inyo Standard Contract (Independent Contractor - Physicians II) Page 4

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT,

If the Contractor 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. 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-three (23) below.

18. CONFIDENTIALITY.

Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor 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.

19. CONFLICTS.

Contractor 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.

20. POST AGREEMENT COVENANT.

Contractor 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, Contractor agrees for a period of two years after the termination of this

Agreement, not to seek or accept any employment with any entity, 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, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. 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.

22. 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 Contractor 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-three (23) (Amendment).

23. 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.

24. 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 Contractor 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: Coroner	Department
325 West Elm Street	Address
Bishop, CA 93514	City and State

Contractor:

Taema Weiss, MD	Name
387 Willow Street	Address
Bishop, CA 93514	City and State

25. 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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	MENT BETWEEN COUNT ma Weiss	Y OF INYO
FOR THE PROVISION OF	Autopsy	SERVICES
IN WITNESS THEREOF, THE DAY OF	E PARTIES HERETO HAV	E SET THEIR HANDS AND SEALS THIS
COUNTY OF INYO:	CONTR	RACTOR:
Ву:	By:	Taema Weiss Type or Print Name Taeme Weisi
Dated:	Dated:_	Signature 4/5/19
APPROVED AS TO FORM AND LEGA	ALITY:	
County Counset		
APPROVED AS TO ACCOUNTING FO	DRM:	8
County Auditor		
APPROVED AS TO PERSONNEL REC Director of Personnel Services		
APPROVED AS TO INSURANCE REC County Risk Manager		

s:County Counsel/Contracts/MiscContracts/PhysII.116

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Taema Weiss
FOR THE PROVISION OF Autopsy SERVICES

TERM:

FROM:_07/01/2019

TO: 06/30/2021

SCOPE OF WORK:

Autopsy Services

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND Taema Weiss FOR THE PROVISION OF Autopsy SERVICES

TERM:

FROM: 07/01/2019 TO: 06/30/2021

SCHEDULE OF FEES:

Gross Complete Autopsy......\$900.00 External examination to determine cause of death or medical consultation.......\$400.00 Reimbursement of other necessary charges in determining cause of death. Microscopic examination or other needed tests.................\$As billed

(As billed by an outside service that provides the tests required, with a copy of their actual invoice attached)

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
Taema Weiss
FOR THE PROVISION OF _______ SERVICES

TERM:

FROM: 07/01/2019 TO: 06/30/2021

SEE ATTACHED INSURANCE PROVISIONS

A OF		FAGENBA NOMBER
	AGENDA REQUEST FORM BOARD OF SUPERVISORS COUNTY OF INYO	22
CALIFORT	Consent Departmental Correspondence Action Public	
	Scheduled Time for Closed Session Informational	
FROM:	HEALTH & HUMAN SERVICES	

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Agreement between Inyo County Health and Human Services, California Department of Public Health (CDPH) and California Reportable Disease Information Exchange (CalREDIE)

DEPARTMENTAL RECOMMENDATION:

Request your board approve the System Data Use and Disclosure Agreement between County of Inyo Health and Human Services, California Department of Public Health (CDPH) and California Reportable Disease Information Exchange (CalREDIE) for the purpose of receiving and use of information associated with monitoring reportable disease.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The California Reportable Disease Information Exchange (CalREDIE) is an electronic system of applications that the California Department of Public Health (CDPH) has implemented for web-based disease reporting and surveillance. Its purpose is to improve the efficiency of surveillance activities and the early detection of public health events through the collection of more complete and timely surveillance information on a state wide basis. The System Data Use and Disclosure Agreement sets forth terms and conditions under which data can be used by local Health Departments and how confidential health records are shared among participating agencies.

ALTERNATIVES:

The board could choose not to approve this agreement therefore terminating Inyo County Health and Human Services' ability to receive, use and disclose CalREDIE data necessary for case investigation, disease prevention and surveillance.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are no fees associated with this agreement

APPROVALS			
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)		
Grace Chuchla	Approved:		
INFORMATION SERVICES DIRECTOR:	INFORMATION TECHNOLOGY AND RELATED ITEMS (Must be reviewed and approved by the Director of information Services prior to submission to the Board Clerk)		
Sunt	- Yes 4/5/2019		
PERSONNEL DIRECTOR:	NA		
DEPARTMENT HEAD SIGNATURE: Muff Mag Date: 41019			





CalREDIE System Data Use And Disclosure Agreement

This California Reportable Disease Information Exchange (**CaIREDIE**) System Data Use And Disclosure Agreement ("Agreement") sets forth the information privacy and security requirements that the **Inyo County Department of Health and Human Services** ("Participant"), and the California Department of Public Health ("CDPH") are obligated to follow with respect to all CaIREDIE Data (as defined herein) collected or created within the CaIREDIE System. By entering into this Agreement, CDPH and Participant agree to protect the privacy and provide for the security of all CaIREDIE Data in compliance with all state and federal laws applicable to the CaIREDIE Data. Permission to receive, use and disclose CaIREDIE Data requires execution of this Agreement that describes the terms, conditions, and limitations of Participant's collection, use, and disclosure of the CaIREDIE Data.

- I. <u>Supersession</u>: This Agreement supersedes any prior CalREDIE Agreement between CDPH and Participant.
- II. <u>Definitions</u>: For purposes of this Agreement, the following definitions shall apply:
 - A. <u>Breach</u>: "Breach" means:
 - the acquisition, access, use, or disclosure of CalREDIE Data in violation of any state or federal law or in a manner not permitted under this Agreement that compromises the privacy, security or integrity of the information. For purposes of this definition, "compromises the privacy, security or integrity of the information" means poses a significant risk of financial, reputational, or other harm to an individual or individuals; or
 - 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29, subdivision (f). The "system" referenced in Civil Code section 1798.29 shall be interpreted for purposes of this Agreement to reference the California Reportable Disease Information Exchange (CaIREDIE) System, only.
 - **B.** <u>California Reportable Disease Information Exchange (CalREDIE) System Data</u>: "California Reportable Disease Information Exchange (CalREDIE) System Data" means data in the state-wide reportable disease database supported and maintained by CDPH including demographic, epidemiologic (including clinical information, risk factor information, and laboratory test result information), and administrative information on reportable diseases collected for the purposes of case investigation, disease prevention, and surveillance.
 - **1.** CalREDIE Data specifically includes information contained in or derived from the following:
 - **a.** Confidential Morbidity Report (CMR) required by Title 17 of the California Code of Regulations CCR sections 2500, 2593, 2641.5-2643.20, and 2800-2812 Reportable Diseases and Conditions.





- **b.** Laboratory Test and Result information required by Title 17 of the CCR sections 2505 and 2641.5 2643.20.
- **c.** Communicable Disease Control Report Forms (required for specific diseases and conditions that are mandated by state laws and regulations to be reported by healthcare providers and laboratories to local health officers).
- **2.** CalREDIE Data specifically excludes the following information:
 - a. [Reserved.]
- **C.** <u>Disclosure</u>: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information.
- D. Security Incident: "Security Incident" means:
 - 1. an attempted breach;
 - 2. the attempted or successful modification or destruction of CalREDIE Data in the California Reportable Disease Information Exchange (CalREDIE) System, in violation of any state or federal law or in a manner not permitted under this Agreement; or
 - 3. the attempted or successful modification or destruction of, or interference with, system operations in the California Reportable Disease Information Exchange (CalREDIE) System that negatively impacts the confidentiality, availability or integrity of CalREDIE Data, or hinders or makes impossible the receipt, collection, creation, storage, transmission or use of CalREDIE Data in the CalREDIE System.
- E. <u>Use</u>: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- F. <u>Workforce Member</u>: "Workforce Member" means an employee, volunteer, trainee, or other person whose conduct, in the performance of work for Participant, is under the direct control of Participant, whether or not they are paid by the Participant.
- G. [Reserved.]
- III. <u>Background and Purpose</u>: The California Reportable Disease Information Exchange (CalREDIE) System is a system of applications that encompasses the core surveillance and reporting application, electronic laboratory reporting (ELR) application, ELR message handling application, provider reporting application, alerting and notification application, Data Warehouse (DW), and Data Distribution Portal (DDP) that the CDPH has implemented for web-based disease reporting and surveillance. The purpose of this application is to improve the efficiency of surveillance activities and the early detection of public health events through the collection of more complete and timely surveillance information on a state wide basis. CalREDIE is a secure, web-based electronic solution





for health care providers to report cases of conditions of public health interest; and for laboratories to report laboratory reports for notifiable conditions to LHDs and the CDPH, and for LHDs to report conditions to CDPH. CalREDIE is an integral part of the overall California public health emergency preparedness and response strategy where completion and implementation of CalREDIE allows for 24/7/365 reporting and receipt of notifiable conditions. LHDs and CDPH have access to disease and laboratory reports in near real-time for disease surveillance, public health investigation, and case management activities. CalREDIE is the system of record for communicable disease surveillance data within California.

- **IV.** <u>Legal Authority for Collection, Use and Disclosure of CalREDIE Data</u>: The legal authority for CDPH and Participant to collect, use and disclose CalREDIE Data is set forth in Attachment A, which is made part of this Agreement by this reference.
- V. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Authority:
 - A. <u>CDPH and CalREDIE HIPAA Status</u>: CDPH is a "hybrid entity" for purposes of applicability of the federal regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule") (45 C.F.R. Parts 160, 162, and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. §§ 1320d 1320d-8) (as amended by Subtitle D Privacy, of the Health Information Technology for Economic and Clinical Health (HITECH) Act (Pub. L. 111–5, 123 Stat. 265–66)). The CalREDIE System has not been designated by the CDPH as, and is not, one of the HIPAA-covered "health care components" of CDPH. (45 C.F.R. § 164.504(c)(3)(iii).) The legal basis for this determination is as follows:
 - 1. The CaIREDIE System is not a component of CDPH that would meet the definition of a covered entity or business associate if it were a separate legal entity. (45 C.F.R. §§ 160.105(a)(2)(iii)(D); 160.103 (definition of "covered entity")) And
 - 2. The HIPAA Privacy Rule creates a special rule for a subset of public health activities whereby HIPAA cannot preempt state law if, "[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention." (45 C.F.R. § 60.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See State laws and regulations listed in Attachment A; and,
 - **B.** <u>Parties Are "Public Health Authorities"</u>: CDPH and Participant are each a "public health authority" as that term is defined in the Privacy Rule. (45 C.F.R. §§ 164.501; 164.512(b)(1)(i).)
 - **C.** <u>CalREDIE Data Use and Disclosure Permitted by HIPAA</u>: To the extent a disclosure or use of CalREDIE Data may also be considered a disclosure or use of "Protected Health Information" (PHI) of an individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such CalREDIE Data disclosure and/or use by CDPH and Participant, without the consent or authorization of the individual who is the subject of the PHI:





- 1. HIPAA cannot preempt state law if, "[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention." (45 C.F.R. § 60.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See state laws and regulations listed in Attachment A];
- **2.** A covered entity may disclose PHI to a "public health authority" carrying out public health activities authorized by law; (45 C.F.R. § 164.512(b).);
- **3.** A covered entity may use or disclose protected health information to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law." (Title 45 C.F.R. §§ 164.502 (a)(1)(vii), 164.512(a))(1).) and,
- **4.** Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific CalREDIE Data uses and disclosures.
- D. <u>No HIPAA Business Associate Agreement or Relationship Between CDPH and Participant</u>: This Agreement and the relationship it memorializes between CDPH and Participant do not constitute a business associate agreement or business associate relationship pursuant to Title 45, CFR, Part 160.103 (definition of "business associate"). The basis for this determination is Section 160.203(c) of Title 45 of the Code of Federal Regulations (see, also, [HITECH Act, § 13421, subdivision. (a)].) [NOTE: See state laws and regulations listed in Attachment A]. Accordingly, this Agreement is not intended to nor at any time shall result in or be interpreted or construed as to create a business associate relationship between CDPH and Participant. By the execution of this Agreement, CDPH and Participant expressly disclaim the existence of any business associate relationship.
- VI. <u>Permitted Disclosures</u>: The Participant and its workforce members and agents, shall safeguard the CalREDIE Data to which they have access to from unauthorized disclosure. The Participant, and its workforce members and agents, shall not disclose any CalREDIE Data for any purpose other than carrying out the Participant's obligations under the statutes and regulations set forth in Attachment A, or as otherwise allowed or required by state or federal law.
- VII. <u>Permitted Use</u>: The Participant, and its workforce members and agents, shall safeguard the CaIREDIE Data to which they have access to from unauthorized use. The Participant, and its workforce members and agents, shall not use any CaIREDIE Data for any purpose other than carrying out the Participant's obligations under the statutes and regulations set forth in Attachment A or as otherwise allowed or required by state or federal law.
- VIII. <u>Restricted Disclosures and Uses</u>:

A. [Reserved.]

IX. <u>Safeguards</u>: Participant shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CaIREDIE Data. The Participant shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the





size and complexity of the Participant's operations and the nature and scope of its activities in performing its legal obligations and duties (including performance of its duties and obligations under this Agreement), and which incorporates the requirements of Section X, Security, below. Participant shall provide CDPH with Participant's current and updated policies.

- X. <u>Security</u>: The Participant shall take all steps necessary to ensure the continuous security of all computerized data systems containing CaIREDIE Data. These steps shall include, at a minimum:
 - A. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, and/or NIST 800-53 (version 4 or subsequent approved versions) which sets forth guidelines for automated information systems in Federal agencies; and
 - **B.** in case of a conflict between any of the security standards contained in any of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CaIREDIE Data from breaches and security incidents.
- XI. <u>Security Officer</u>: The Participant shall designate a Security Officer to oversee its compliance with this Agreement and for communicating with CDPH on matters concerning this Agreement. Such designation is set forth in Attachment B, which is made a part of this Agreement by this reference..
- XII. <u>Training</u>: The Participant shall provide training on its obligations under this Agreement, at its own expense, to all of its workforce members who assist in the performance of Participant's obligations under this Agreement, or otherwise use or disclose CaIREDIE Data.
 - **A.** The Participant shall require each workforce member who receives training to receive and sign a certification, indicating the workforce member's name and the date on which the training was completed.
 - **B.** The Participant shall retain each workforce member's written certifications for CDPH inspection for a period of three years following contract termination.
- XIII. <u>Workforce member Discipline</u>: Participant shall discipline such workforce members who intentionally violate any provisions of this Agreement, including, if warranted, by termination of employment.
- XIV. Participant Breach and Security Incident Responsibilities:
 - A. <u>Notification to CDPH of Breach or Security Incident</u>: The Participant shall notify CDPH immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Agreement), or within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Agreement). Notification shall be provided to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XX(G), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves CaIREDIE Data in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH IT Service Desk at the telephone numbers listed in Section





XX(G),), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Participant as of the first day on which such breach or security incident is known to the Participant, or, by exercising reasonable diligence would have been known to the Participant. Participant shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of the Participant.

Participant shall take:

- 1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the CaIREDIE System operating environment; and,
- **2.** any action pertaining to a breach required by applicable federal or state laws, including, specifically, California Civil Code section 1798.29.
- **B.** <u>Investigation of Breach</u>: The Participant shall immediately investigate such breach or security incident, and within seventy-two (72) hours of the discovery, shall inform the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
 - 1. what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 - 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CalREDIE Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CalREDIE Data, or to whom it is known (or reasonably believed) to have had the CalREDIE Data improperly disclosed to them; and
 - **3.** a description of where the CalREDIE Data is known or believed to have been improperly used or disclosed; and
 - 4. a description of the known or probable causes of the breach or security incident; and
 - **5.** whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- **C.** <u>Written Report</u>: The Participant shall provide a written report of the investigation to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five (5) working days of the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident.
- D. <u>Notification to Individuals</u>: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Participant is considered only





a custodian and/or non-owner of the CalREDIE Data, Participant shall, at its sole expense, and at the sole election of CDPH, either:

- 1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The CDPH Privacy Officer shall approve, in writing, the time, manner and content of any such notifications, prior to the transmission of such notifications to the individual(s); or
- **2.** cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. <u>Submission of Sample Notification to California Attorney General</u>: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, Participant shall, at its sole expense, and at the sole election of CDPH, either:
 - electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the California Attorney General pursuant to the format., content and timeliness provisions of Section 1798.29, subdivision (e). Participant shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 - **2.** cooperate with and assist CDPH in its submission of a sample copy of the notification to the California Attorney General.
- F. <u>Public Statements</u>: Participant shall cooperate with CDPH in developing content for any public statements regarding Breaches or Security Incidents related to Participant and shall not provide any public statements without the express written permission of CDPH. Requests for public statement(s) by any non-party about a breach or security incidents shall be directed to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XIII(E), below.
- **G.** <u>CDPH Contact Information</u>: To direct communications to the above referenced CDPH staff, the Participant shall initiate contact as indicated below. CDPH reserves the right to make changes to the contact information by giving written notice to the Participant. Said changes shall not require an amendment to this Agreement.

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CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer (and CDPH IT Service Desk)
CalREDIE Help Desk California Department of Public Health Division of Communicable Disease Control Communicable Disease Emergency Response Program CalREDIE Help Desk P.O. Box 997377, MS 7325 Sacramento, CA 95899-7377 California Department of Public Health Email: <u>CalREDIEHelp@cdph.ca.gov</u> Telephone: (866) 866-1428	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health 1415 L Street, Suite 500 Sacramento, CA 95814 Email: <u>privacy@cdph.ca.gov</u> Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: <u>cdphiso@cdph.ca.gov</u> Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874





- XV. <u>CDPH Breach and Security Incident Responsibilities</u>: CDPH shall notify Participant immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Agreement), or within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Agreement) that involves CalREDIE Data that was created or collected by Participant in the CalREDIE System. Notification shall be provided by CDPH to the Participant Representative, using the contact information listed in Attachment C, which is made a part of this Agreement by this reference. For purposes of this Section, breaches and security incidents shall be treated as discovered by CDPH as of the first day on which such breach or security incident is known to CDPH, or, by exercising reasonable diligence would have been known to CDPH. CDPH shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of CDPH.
 - A. <u>Participant Contact Information</u>: To direct communications to the Participant's breach/security incident response staff, CDPH shall initiate contact as indicated by Participant in Attachment C. Participant's contact information must be provided to CDPH prior to execution of this Agreement. Participant reserves the right to make changes to the contact information in Attachment C. Said changes shall not require an amendment to this Agreement.
- XVI. <u>Compliance with California Health and safety Code Section 121022(h)</u>: CDPH and Participant shall comply, when required, with California Health and safety Code Section 121022, subdivision (h), which provides as follows: "Any potential or actual breach of confidentiality of HIV-related public health records shall be investigated by the local health officer, in coordination with the department, when appropriate. The local health officer shall immediately report any evidence of an actual breach of confidentiality of HIV-related public health records at a city or county level to the department and the appropriate law enforcement agency. The department shall investigate any potential or actual breach of confidentiality of HIV-related public health records at the state level, and shall report any evidence of such a breach of confidentiality to an appropriate law enforcement agency."
- XVII. <u>Indemnification</u>: Each party hereby agrees to indemnify, hold harmless, and defend the other party from and against any and all claims, losses, liabilities, damages, costs and other expenses (including attorneys' fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Participant or CDPH, its officers, workforce members or agents relative to the CaIREDIE Data, including, without limitation, any violations of Participant's or CDPH's responsibilities under this Agreement.
- XVIII. <u>Term of Agreement</u>: Unless otherwise terminated earlier in accordance with the provisions set forth herein, this Agreement shall remain in effect for three (3) years after the latest signature date in the signature block below. After three (3) years, this Agreement will expire without further action. If the parties wish to extend this Agreement, they may do so by reviewing, updating, and reauthorizing this Agreement. If one or both of the parties wish to terminate this Agreement prematurely, they may do so upon 30 days advanced notice. CDPH may also terminate this Agreement pursuant to Section XIX, below.
- XIX. <u>Termination for Cause</u>:





- A. <u>Termination Upon Breach</u>: A breach by either party of any provision of this Agreement, as determined by CDPH or Participant, shall constitute a material breach of the Agreement and grounds for immediate termination of the Agreement by CDPH or Participant. At its sole discretion, CDPH or Participant may give the breaching party 30 days to cure the breach.
- **B.** <u>Judicial or Administrative Proceedings</u>: CDPH and Participant shall notify the other party if it is named as a defendant in a criminal proceeding related to a violation of this Agreement. CDPH or Participant may terminate the Agreement if the other party is found guilty of a criminal violation related to a violation of this Agreement. CDPH or Participant may terminate the Agreement. CDPH or Participant may terminate the Agreement. CDPH or Participant may terminate the Agreement if the other party is found guilty of a criminal violation related to a violation of this Agreement. CDPH or Participant may terminate the Agreement if a finding or stipulation that the other party has violated any security or privacy laws is made in any administrative or civil proceeding in which the other party is a party or has been joined.</u>
- XX. <u>Amendment</u>: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CalREDIE Data. Upon CDPH's request, Participant agrees to promptly enter into negotiations with CDPH concerning an amendment to this Agreement embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:
 - **A.** Participant does not promptly enter into negotiations to amend this Agreement when requested by CDPH pursuant to this Section, or
 - **B.** Participant does not enter into an amendment providing assurances regarding the safeguarding of CalREDIE Data that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of CalREDIE Data.
- XXI. <u>Assistance in Litigation or Administrative Proceedings</u>: Each party shall make itself and any workforce members or agents assisting in the performance of obligations under this Agreement available to the other party at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced based upon claimed violation of laws relating to security and privacy, which involve inactions or actions by CDPH or Participant, except where CDPH and Participant or their workforce members or agents are a named adverse party.
- XXII. <u>Disclaimer</u>: CDPH makes no warranty or representation that compliance by Participant with this Agreement will be adequate or satisfactory for Participant's own purposes or that any information in Participant's possession or control, or transmitted or received by Participant, is or will be secure from unauthorized use or disclosure. Participant is solely responsible for all decisions made by Participant regarding the safeguarding of CaIREDIE Data.
- XXIII. <u>Transfer of Rights</u>: Participant has no right and shall not delegate, assign, or otherwise transfer or delegate any of its rights or obligations under this Agreement to any other person or entity. Any such transfer of rights shall be null and void.





- XXIV. <u>No Third-Party Beneficiaries</u>: Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Participant, any rights, remedies, obligations or liabilities whatsoever.
- **XXV.** <u>Interpretation</u>: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State and Federal laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with Federal and State laws.
- **XXVI.** <u>Survival</u>: The respective rights and obligations of Participant under Sections VII, IX , XIII and XVII of this Agreement shall survive the termination or expiration of this Agreement.
- **XXVII.** <u>Attachments</u>: The parties mutually agree that the following specified Attachments are part of this Agreement:
 - A. Attachment A: State Law Authority for: (1) Use and Disclosure of CalREDIE Data; and, (2) Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c))".
 - **B.** Attachment B: Participant Breach and Security Incident Contact Information.
- XXVIII. <u>Entire Agreement</u>: This Agreement, including all attachments, constitutes the entire agreement between CDPH and Participant. Any and all modifications of this Agreement must be in writing and signed by all parties. Any oral representations or agreements between the parties shall be of no force or effect.
- **XXIX.** <u>Severability</u>: The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.
- XXX. <u>Choice of Law and Venue</u>: The laws of the state of California will govern any dispute from or relating to this Agreement. The parties submit to the exclusive jurisdiction of the state of California and federal courts for or in Sacramento and agree that any legal action or proceeding relating to the Agreement may only be brought in those courts.





XXXI. Signatures:

IN WITNESS, WHEREOF, the Parties have executed this Agreement as follows:

On behalf of the **Participant**, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Name (Print)	Name (Sign)	
Title [Health Officer (or other authorized official)]	Date	
Department of Public He County/City Name (Print)	alth	

On behalf of the **Department of Public Health**, the undersigned individual(s) hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Gilberto F. Chavez, M.D., M.P.H State Epidemiologist California Department of Public Health	Date
David Fisher CalREDIE Technical Manager California Department of Public Health	Date





Attachment A

State Law Authority for:

- (1) Use and Disclosure of CalREDIE Data; and,
- (2) Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c).

General Authority:

- 1) Information Practices Act
 - a. CA Civil Code section 1798.24(e) An agency shall not disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains unless the information is disclosed, as follows: (e) To a person, or to another agency where the transfer is necessary for the transferee agency to perform its constitutional or statutory duties, and the use is compatible with a purpose for which the information was collected and the use or transfer is accounted for in accordance with Section 1798.25. With respect to information transferred from a law enforcement or regulatory agency, or information transferred to another law enforcement or regulatory agency, a use is compatible if the use of the information requested is needed in an investigation of unlawful activity under the jurisdiction of the requesting agency or for licensing, certification, or regulatory purposes by that agency.

Specific Authority:

- 1) Functions and Duties of the Department of Public Health, Reportable Diseases and Conditions from Providers and Labs
 - a. California Health and Safety Code section 120130
 - i. Subdivision (a): The department shall establish a list of reportable diseases and conditions. For each reportable disease and condition, the department shall specify the timeliness requirements related to the reporting of each disease and condition, and the mechanisms required for, and the content to be included in, reports made pursuant to this section...Those diseases listed as reportable shall be properly reported as required to the department by the health officer."
 - ii. Subdivision (g): Commencing July 1, 2009, or within one year of the establishment of a state electronic laboratory reporting system, whichever is later, a report generated pursuant to this section, or Section 121022, by a laboratory shall be submitted electronically in a manner specified by the department. The department shall allow laboratories that receive incomplete patient information to report the name of the provider who submitted the request to the local health officer.
 - b. Title 17. Public Health Division 1. State Department of Health Services Chapter 4. Preventive Medical Service
 - i. Article 1 Reporting:
 - 1. Section 2500: Provider Reporting of Diseases and Conditions to the Local Health Officer and Confidentiality of Reports
 - 2. Section 2501: Investigation of Reported Case, Unusual Disease, or Outbreak of Occurrence
 - 3. Section 2502: Reports by Local Health Officer to State Department of Public Health.
 - 4. Section 2505: Notification of Diseases and Conditions by Laboratories





- 2) HIV Specific Laws related to Reporting, Surveillance Sharing and Confidentiality, Penalties for Disclosure:
 - a. Health and Safety Code section 121022, HIV Reporting by Providers and Labs
 - b. Health and Safety Code section 121023, Lab Reporting of CD4+ T-Cell test results
 - c. Health and Safety Code section 121025 (b) disclosure of HIV records between state and local public health agencies for when the confidential information is necessary to carry out the duties of the agency in the investigation, control, or surveillance of disease, as determined by the state or local public health agency.
 - d. Title 17. Public Health Division 1. State Department of Health Services Chapter 4. Preventive Medical Service
 - i. Article 3.5, Reporting of HIV, Sub article 4 Sections: 2641.5-2643.20
 - e. California HIV/AIDS-Specific Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosures (this list is not comprehensive):
 - i. All HIV/AIDS case reports and any HIV/AIDS related information collected or maintained by CDPH (or its agents or contractors) or a local health department or agency (or its agent or contractors), that may directly or indirectly identify an individual are considered confidential public health record(s) under California Health and Safety Code (HSC) section 121035(c) and must be handled with the utmost confidentiality.
 - ii. HSC section 121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third-party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$5,000 plus court costs, as provided in HSC section 121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$25,000 plus court costs as provided by HSC 121025(e)(2). Any willfully, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, psychological harm to a person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs [HSC section 121025(e)(3)]. Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach [HSC section 121025(e)(4)]. Each disclosure in violation of California law is a separate, actionable offense [HSC section 121025(e)(5).





Attachment B

Participant Contact Information

The following contact information must be provided prior to execution of this Agreement,

Participant Program Manager	Participant Privacy Officer	Participant Chief Information Security Officer (and IT Service Desk Telephone)
Anna Scott,	Topah Spoonhunter,	Scott Armstrong, Director
HHS Deputy Director- Public Health	Administrative Analyst/Inyo County	Inyo County Department of information
Prevention	Privacy Officer	Services
Inyo County Department of health a	Inyo County Department of Health a	PO Box 477
Human Services	Human Services	Independence, CA 93526
207 A W. South St.,	163 May St.	
Bishop, CA 93514	Bishop, CA 93514	
Email: ascott@inyocounty.us Telephone: (760) 873-7868	Email: tspoonhunter@inyocounty.us Telephone: (760) 873-3258	Email: sarmstrong@inyocounty.us Telephone: (760) 878-0390
		Telephone: IT Service Desk (760) 878-0245



AGENDA REQUEST FORM BOARD OF SUPERVISORS

COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 23

Consent Departmental Scheduled Time for

Correspondence Action D Public Hearing Closed Session

Informational

FROM: HEALTH & HUMAN SERVICES (HHS) - Behavioral Health Division

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Request approval addendum to the memorandum of understanding (MOU) with Blue Cross of California Partnership Plan, Inc. (Anthem)

DEPARTMENTAL RECOMMENDATION:

Request that Board approve addendum to the MOU between Anthem and Inyo County HHS Behavioral Health Division describing the responsibilities for Substance Use Disorder (SUD) services for Medi-Cal beneficiaries, and authorize the HHS Deputy Director Behavioral Health Division to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Behavioral Health, as the Medi-Cal Specialty Mental Health Plan, entered into an MOU with Anthem in 2014. The MOU describe the roles and responsibilities of Behavioral Health in the provision of specialty mental health services for Medi-Cal recipients and the coordination of these services with Anthem, as the physical and "non-specialty" mental health services plan. As such, Anthem maintains the responsibility for persons with mild to moderate mental health conditions. This addendum is required by the Department of Health Care Services (DHCS) to address the provision of substance use disorder services to Medi-Cal recipients. Essentially, the addendum clarifies that Behavioral Health continues to have the responsibility to provide substance abuse treatment for MediCal recipients in accordance with our contract with DHCS.

ALTERNATIVES:

This addendum to the MOU is necessary to clarify roles and responsibilities for substance use disorder services. Failure to approve the addendum results in noncompliance with DHCS for the managed care plans.

OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services

<u>FINANCING:</u>

There is no funding involved in this MOU or the addendum.

APPROVALS				
COUNTY COUNSEL:	JNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)			
& Chuchla	Approved: Date: 4/6/19			
DEPARTMENT HEAD SIG (Not to be signed until all approvals a				

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ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING AMENDMENT BETWEEN BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM) AND INYO COUNTY HEALTH AND HUMAN SERVICES (HHS) BEHAVIORAL HEALTH DIVISION MENTAL HEALTH PLAN

This MEMORANDUM OF UNDERSTANDING (MOU) Amendment is made and entered into as of this day (ioxil n), 2019, by and between the County of Inyo, a political subdivision of the State of California, on behalf of Inyo County Behavioral Health Services State contracted Mental Health Plan (hereinafter referred to as MHP) and Blue Cross of California Partnership Plan, Inc. (hereinafter referred to as ANTHEM) in order to implement certain provisions of Title 9 of the California Code of Regulations, Chapter 11 (Medi-Cal Specialty Mental Health Services). The MOU and amendments may be terminated by either party by giving at least 10 days written notice to the other party. Written notices under this MOU will be to the following:

Inyo County Behavioral Health Services Managed Care 162 j Grove St Bishop, CA 93514

ANTHEM 120 S. Vla Merida Thousand Oaks, CA 91362

This Addendum is an addendum to the signed Memorandum of Understanding (MOU) between Inyo County HHS Behavioral Health Division (hereinafter referred to as MHP) and Blue Cross of California Partnership Plan, Inc. (hereinafter referred to as the "ANTHEM"). The purpose of the Addendum is to describe the responsibilities of the MHP and ANTHEM for coordination of Medi-Cal alcohol and other drug services for Plan Members served by both parties in Inyo County under the Department of Health Care Services (DHCS) Medi-Cal Managed Care Program.

This Addendum delineates the specific roles and responsibilities by ANTHEM and MHP for screening, referral, coordination and delivery of alcohol and other drug services for Plan Medi-Cal Members, who meet the medical necessity criteria for Medi-Cal services and identified by DHCS as a Medi-Cal Managed Care Health Plan benefit. Title 22, California Code of Regulations (CCR) has been used as the reference for the required elements in the Addendum. All references in this addendum to "Members" are limited to ANTHEM's Members.

BACKGROUND

On April 25, 2016 the Managed Care Final Rule was issued by Centers for Medicare and Medicaid Services (CMS). This rule was adopted by the state of California and released contract regulatory changes to ANTHEM, effective July 1st 2017. The Managed Care Final Rule builds on Medicaid reform introduced by the Affordable Care Act and seeks to align Medicaid with Medicare Advantage and Exchange regulations. In accordance with exhibit A, attachment 12 provision 2.H, ANTHEM is required to execute a Memorandum of Understanding (MOU) with county departments for alcohol and substance use disorder treatment (SUD) services.

TERMS

This Addendum shall commence on April 01, 2017 and shall continue under the terms of the existing MOU.

OVERSIGHT RESPONSIBILITIES OF PLAN AND MHP

- 1. ANTHEM has responsibility to work with the MHP to ensure that oversight is coordinated and comprehensive and that the Member's healthcare is at the center of all oversight. Specific processes and procedures will be developed cooperatively with MHP, as will any actions required to identify and resolve any issues or problems that arise.
- 2. The MHP will serve as the entity that will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of the addendum to the existing MOU.
- 3. ANTHEM and MHP will formulate a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. ANTHEM and MHP will determine the final composition of the multidisciplinary teams to conduct this oversight function.
- 4. ANTHEM and the MHP will designate as appropriate and when possible the same staff to conduct tasks associated within the oversight and multidisciplinary clinical teams.

SPECIFIC ROLES AND RESPONSIBLITIES

A. Screening, Assessment and Referral

- 1. Determination of Medical Necessity
 - a. The MHP will follow the medical necessity criteria outlined in Title 22, California Code of Regulations (CCR) for the Drug Medi-Cal (DMC). The DMC shall be available as a benefit for individuals who meet the medical necessity criteria and reside in a county that provides drug Medi-Cal services.
 - b. ANTHEM will be responsible for determining medical necessity as it relates to covered health care benefits, as outlined in 22 CCR51303(a).
 - c. ANTHEM will continue to cover and ensure the provision of primary care and other services unrelated to the alcohol and substance abuse treatment
- 2. Assessment Process
 - a. ANTHEM and MHP shall develop and agree to written policies and procedures regarding agreed-upon screening, assessment and referral processes.
 - b. The MHP will have available to the community and to their providers the current version of the American Society of Addiction Medicine (ASAM) Patient Placement

Criteria (PPC Adult & Adolescent) crosswalk that identifies the criteria utilized to assist with determining the appropriate treatment level of care to ensure providers are aware of SUD levels of care for referral purposes.

- c. ANTHEM providers will ensure a substance use, physical, and mental health screening, including ASAM Level 0.5 SBIRT services for Members, is available.
- d. ANTHEM shall identify individuals requiring alcohol and or substance abuse treatment services

3. Referrals

- a. ANTHEM and MHP shall develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including the following:
 - The MHP will accept referrals from Plan staff, providers and Members' selfreferral for determination of medical necessity for alcohol and other drug services (including outpatient heroin detoxification providers, for appropriate services).
 - ii. ANTHEM accepts referrals from MHP staff, providers and Members' self-referral for physical health services.

B. Care Coordination

- 1. ANTHEM and MHP will develop and agree to policies and procedures for coordinating health care for Members enrolled in ANTHEM and receiving alcohol and other drug services through MHP.
- 2. An identified point of contact from each party to serve as a liaison and initiate, provide, and maintain the coordination of care as mutually agreed upon in ANTHEM and MHP protocols.
- 3. Coordination of care for alcohol and other drug treatment provided by MHP shall occur in accordance with all applicable federal, state and local regulations.
- 4. ANTHEM and MHP will promote availability of clinical consultation for shared clients receiving physical health, mental health and/or SUD services, including consultation on medications when appropriate.
- 5. The delineation of case management responsibilities will be outlined.
- 6. Regular meetings to review referral, care coordination, and information exchange protocols and processes will occur with MHP and ANTHEM representatives.
- 7. ANTHEM will assist Members in locating available treatment service sites. To the extent that treatment slots are not available within ANTHEM service area, Plan shall pursue placement outside of the area.
- 8. ANTHEM will coordinate services between the primary care providers and the treatment programs

C. Information Exchange

ANTHEM and MHP agree that use or disclosure of Member information qualifying as "protected health information" (PHI), as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), shall be made in accordance with the requirements and any regulations promulgated thereunder (collectively, the HIPAA Rules).

PHI shared under this Addendum shall be the minimally necessary PHI needed to carry out the purposes of this Addendum and is shared for the purpose of treatment, payment and/or health care operations.

Where applicable, any Member information that constitutes "medical information," as that term is defined under the California Confidential Medical Information Act (CMIA), is disclosed in accordance with the requirements of that law; and if the disclosure of Member information would include information and records obtained in the course of providing mental health services from a facility subject to the additional privacy protections under the Lanterman-Petris-Short Act (Lanterman Act) or if it would be information originating from a federally assisted drug abuse program subject to the additional privacy protections provided by 42 C.F.R. Part 2 that identifies a patient as having or having had a SUD, the party making the disclosure will obtain the appropriate authorization(s) or consent(s) required by the Lanterman Act and/or 42 C.F.R. Part 2 from the Member prior to making the disclosure.

ANTHEM and MHP will develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of PHI for the purposes of medical and behavioral health care coordination pursuant to Title 22, Title 9, CCR, Section 1810.370(a)(3), the above referenced regulations, and other pertinent state and federal laws governing the confidentiality of mental health, alcohol and drug treatment information.

Each party is responsible for its own compliance obligations under the above referenced regulations.

D. Reporting and Quality Improvement Requirements ANTHEM and MHP will have policies and procedures to address quality improvement requirements and reports.
 Hold regular meetings, as agreed upon by ANTHEM and MHP, to review the referral and care coordination process and monitor Member engagement and utilization.

E. Dispute Resolution Process

At this time, ANTHEM and MHP agree to follow the resolution of dispute process in accordance to Title 9, Section 1850.505, and the contract between the Medi-Cal Managed Care Plans and the State Department of Health Care Services (DHCS) and Centers for Medicare & Medicaid Services (CMS). A dispute will not delay Member access to medically necessary services.

F. Telephone Access

The MHP must ensure that Members will be able to access services for urgent or emergency services 24 hours per day, 7 days a week.

The approach will be the "no wrong door" to service access. There will be multiple entry paths for Members to access alcohol and other drug services. Referrals may come from primary care physicians, providers, Plan staff, County Departments, and self-referral.

G. Provider and Member Education

ANTHEM and MHP shall determine the requirements for coordination of Member and provider information about access to Plan and MHP covered services to increase navigation support for Members and their caregivers.

H. Point of Contact for the MOU Addendum

The Point of Contact for the MOU Addendum will be a designated liaison from both MHP and ANTHEM.

The parties hereto have caused this Addendum to be executed by their duly authorized representatives, effective <u>April 01, 2019</u>.

Name (print): _____

Title:

Signature:

Date:

Inyo County HHS Behavioral Health Division

Name (print): Barsam Kasravi Title: Indexim Plan Prosidat Signature: 4/3/19 Date:

Blue Cross of California Partnership Plan, Inc.

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING AMENDMENT BETWEEN BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM) AND INYO COUNTY HEALTH AND HUMAN SERVICES (HHS) BEHAVIORAL HEALTH DIVISION MENTAL HEALTH PLAN

This MEMORANDUM OF UNDERSTANDING (MOU) Amendment is made and entered into as of this day (ioxi(n), 20)9, by and between the County of Inyo, a political subdivision of the State of California, on behalf of Inyo County Behavioral Health Services State contracted Mental Health Plan (hereinafter referred to as MHP) and Blue Cross of California Partnership Plan, Inc. (hereinafter referred to as ANTHEM) in order to implement certain provisions of Title 9 of the California Code of Regulations, Chapter 11 (Medi-Cal Specialty Mental Health Services). The MOU and amendments may be terminated by either party by giving at least 10 days written notice to the other party. Written notices under this MOU will be to the following:

Inyo County Behavioral Health Services Managed Care 162 j Grove St Bishop, CA 93514

ANTHEM 120 S. Via Merida Thousand Oaks, CA 91362

This Addendum is an addendum to the signed Memorandum of Understanding (MOU) between Inyo County HHS Behavioral Health Division (hereinafter referred to as MHP) and Blue Cross of California Partnership Plan, Inc. (hereinafter referred to as the "ANTHEM"). The purpose of the Addendum is to describe the responsibilities of the MHP and ANTHEM for coordination of Medi-Cal alcohol and other drug services for Plan Members served by both parties in Inyo County under the Department of Health Care Services (DHCS) Medi-Cal Managed Care Program.

This Addendum delineates the specific roles and responsibilities by ANTHEM and MHP for screening, referral, coordination and delivery of alcohol and other drug services for Plan Medi-Cal Members, who meet the medical necessity criteria for Medi-Cal services and identified by DHCS as a Medi-Cal Managed Care Health Plan benefit. Title 22, California Code of Regulations (CCR) has been used as the reference for the required elements in the Addendum. All references in this addendum to "Members" are limited to ANTHEM's Members.

BACKGROUND

On April 25, 2016 the Managed Care Final Rule was issued by Centers for Medicare and Medicaid Services (CMS). This rule was adopted by the state of California and released contract regulatory changes to ANTHEM, effective July 1st 2017. The Managed Care Final Rule builds on Medicaid reform introduced by the Affordable Care Act and seeks to align Medicaid with Medicare Advantage and Exchange regulations. In accordance with exhibit A, attachment 12 provision 2.H, ANTHEM is required to execute a Memorandum of Understanding (MOU) with county departments for alcohol and substance use disorder treatment (SUD) services.

TERMS

This Addendum shall commence on April DI, 2017 and shall continue under the terms of the existing MOU.

OVERSIGHT RESPONSIBILITIES OF PLAN AND MHP

- ANTHEM has responsibility to work with the MHP to ensure that oversight is coordinated and comprehensive and that the Member's healthcare is at the center of all oversight. Specific processes and procedures will be developed cooperatively with MHP, as will any actions required to identify and resolve any issues or problems that arise.
- 2. The MHP will serve as the entity that will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of the addendum to the existing MOU.
- 3. ANTHEM and MHP will formulate a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. ANTHEM and MHP will determine the final composition of the multidisciplinary teams to conduct this oversight function.
- 4. ANTHEM and the MHP will designate as appropriate and when possible the same staff to conduct tasks associated within the oversight and multidisciplinary clinical teams.

SPECIFIC ROLES AND RESPONSIBLITIES

A. Screening, Assessment and Referral

- 1. Determination of Medical Necessity
 - a. The MHP will follow the medical necessity criteria outlined in Title 22, California Code of Regulations (CCR) for the Drug Medi-Cal (DMC). The DMC shall be available as a benefit for individuals who meet the medical necessity criteria and reside in a county that provides drug Medi-Cal services.
 - b. ANTHEM will be responsible for determining medical necessity as it relates to covered health care benefits, as outlined in 22 CCR51303(a).
 - c. ANTHEM will continue to cover and ensure the provision of primary care and other services unrelated to the alcohol and substance abuse treatment

2. Assessment Process

- a. ANTHEM and MHP shall develop and agree to written policies and procedures regarding agreed-upon screening, assessment and referral processes.
- b. The MHP will have available to the community and to their providers the current version of the American Society of Addiction Medicine (ASAM) Patient Placement

Criteria (PPC Adult & Adolescent) crosswalk that identifies the criteria utilized to assist with determining the appropriate treatment level of care to ensure providers are aware of SUD levels of care for referral purposes.

- c. ANTHEM providers will ensure a substance use, physical, and mental health screening, including ASAM Level 0.5 SBIRT services for Members, is available.
- ANTHEM shall identify individuals requiring alcohol and or substance abuse treatment services

3. Referrals

- a. ANTHEM and MHP shall develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including the following:
 - i. The MHP will accept referrals from Plan staff, providers and Members' selfreferral for determination of medical necessity for alcohol and other drug services (including outpatient heroin detoxification providers, for appropriate services).
 - ii. ANTHEM accepts referrals from MHP staff, providers and Members' self-referral for physical health services.

B. Care Coordination

- 1. ANTHEM and MHP will develop and agree to policies and procedures for coordinating health care for Members enrolled in ANTHEM and receiving alcohol and other drug services through MHP.
- 2. An identified point of contact from each party to serve as a liaison and initiate, provide, and maintain the coordination of care as mutually agreed upon in ANTHEM and MHP protocols.
- Coordination of care for alcohol and other drug treatment provided by MHP shall occur in accordance with all applicable federal, state and local regulations.
- ANTHEM and MHP will promote availability of clinical consultation for shared clients receiving physical health, mental health and/or SUD services, including consultation on medications when appropriate.
- 5. The delineation of case management responsibilities will be outlined.
- 6. Regular meetings to review referral, care coordination, and information exchange protocols and processes will occur with MHP and ANTHEM representatives.
- 7. ANTHEM will assist Members in locating available treatment service sites. To the extent that treatment slots are not available within ANTHEM service area, Plan shall pursue placement outside of the area.
- 8. ANTHEM will coordinate services between the primary care providers and the treatment programs

C. Information Exchange

ANTHEM and MHP agree that use or disclosure of Member information qualifying as "protected health information" (PHI), as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), shall be made in accordance with the requirements and any regulations promulgated thereunder (collectively, the HIPAA Rules).

PHI shared under this Addendum shall be the minimally necessary PHI needed to carry out the purposes of this Addendum and is shared for the purpose of treatment, payment and/or health care operations.

Where applicable, any Member information that constitutes "medical information," as that term is defined under the California Confidential Medical Information Act (CMIA), is disclosed in accordance with the requirements of that law; and if the disclosure of Member information would include Information and records obtained in the course of providing mental health services from a facility subject to the additional privacy protections under the Lanterman-Petris-Short Act (Lanterman Act) or if it would be information originating from a federally assisted drug abuse program subject to the additional privacy protections provided by 42 C.F.R. Part 2 that identifies a patient as having or having had a SUD, the party making the disclosure will obtain the appropriate authorization(s) or consent(s) required by the Lanterman Act and/or 42 C.F.R. Part 2 from the Member prior to making the disclosure.

ANTHEM and MHP will develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of PHI for the purposes of medical and behavioral health care coordination pursuant to Title 22, Title 9, CCR, Section 1810.370(a)(3), the above referenced regulations, and other pertinent state and federal laws governing the confidentiality of mental health, alcohol and drug treatment information.

Each party is responsible for its own compliance obligations under the above referenced regulations.

D. Reporting and Quality Improvement Requirements ANTHEM and MHP will have policies and procedures to address quality improvement requirements and reports.
 Hold regular meetings, as agreed upon by ANTHEM and MHP, to review the referral and care coordination process and monitor Member engagement and utilization.

E. Dispute Resolution Process

At this time, ANTHEM and MHP agree to follow the resolution of dispute process in accordance to Title 9, Section 1850.505, and the contract between the Medi-Cal Managed Care Plans and the State Department of Health Care Services (DHCS) and Centers for Medicare & Medicaid Services (CMS). A dispute will not delay Member access to medically necessary services.

F. Telephone Access

The MHP must ensure that Members will be able to access services for urgent or emergency services 24 hours per day, 7 days a week.

The approach will be the "no wrong door" to service access. There will be multiple entry paths for Members to access alcohol and other drug services. Referrals may come from primary care physicians, providers, Plan staff, County Departments, and self-referral.

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The Point of Contact for the MOU Addendum will be a designated liaison from both MHP and ANTHEM.

The parties hereto have caused this Addendum to be executed by their duly authorized representatives, effective <u>April 01, 2019</u>.

Name (print):

Title:

Signature:

Date:

Inyo County HHS Behavioral Health Division

Name (print): Rarsam Kisva ul Title: Indexim Plan Prosident Signature: Signature: Date:

Blue Cross of California Partnership Plan, Inc.

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AGENDA REQUEST FORM BOARD OF SUPERVISORS

COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
24
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X ConsentDepartmentalCorrespondence ActionPublic HearingScheduled Time forClosed SessionInformational

FROM: HEALTH & HUMAN SERVICES (HHS) -Behavioral Health Division

FOR THE BOARD MEETING OF: 5/7/19

SUBJECT: Approval to pay for Inpatient Psychiatric Hospitalization

DEPARTMENTAL RECOMMENDATION:

Request approval to pay \$17,600.00 to Bakersfield Behavioral Healthcare Hospital for two involuntary hospitalizations of Inyo County Medi-Cal beneficiaries placed in the facility pursuant to Welfare and Institutions Code (WIC) Section 5150.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo County HHS Behavioral Health, as the Specialty Mental Health Managed Care Plan, has the responsibility to pay for medically necessary in-patient psychiatric hospital stays for Inyo County Medi-Cal beneficiaries. This is the responsibility of the Mental Health Plan (MHP), regardless of whether the person is hospitalized by Inyo County personnel or whether we have a contract for these services with the hospital. These services are considered emergent and do not need prior approval. In the past, this type of hospitalization has been paid via a Treatment Authorization Request Form (TAR) which authorizes a partial offset to Realignment. Hospitalizations for certain stand-alone psychiatric facilities (Short Doyle hospitals) are now paid directly by the County of Responsibility. We respectfully request approval of payment to Bakersfield Behavioral Healthcare Hospital for these services at the host county Medi-Cal rate which is \$800.00 per day for adults.

ALTERNATIVES: Inyo County HHS Behavioral Health as the Mental Health Plan is fiscally responsible for payment. The alternative to refuse payment would be in breach of our contract with Department of Healthcare Services (DHCS) as the MHP.

OTHER AGENCY INVOLVEMENT:

DHCS, hospitals and agencies designated to place involuntary holds under WIC Section 5150.

FINANCING

Realignment funds. This expense is budgeted under Behavioral Health (045200) in Support and Care (5508).

APPROVALS	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)
00	Approved: Date: 4/23/2019
DEPARTMENT HEAD SI (Not to be signed until all approvals)	GNATURE: Multimas Date: 4/24/19

CLAIM FOR PAYMENT COUNTY OF INYO **STATE OF CALIFORNIA**

Date: August 13, 2018

Claim of: Bakersfield Behavioral Healthcare Hospital Department: Mental Health 5201 White Lane, Bakersfield, CA 93309 Address:

> SOCIAL SECURITY OR FEDERAL TAX ID#:

47-4433670

INSTUCTION TO CLAIMANT:

Claims must be signed by the claimant and approved by the head of the department before submission to the county auditorcontroller. Claimant performing services for two (2) or more county departments must make separate claims for each department. Claims for reimbursement of travel expense must include a statement of the purpose of county business. No claims will be audited or allowed until the above requirements have been met.

DATE	DESCRIPTION	Units/Days	Rate	DOLLA	RS
1-1000	06438				
	07/30/2018 - 08/04/2018	6	\$800.00	\$ 	4,800.00
			Total	\$	4,800.00

The undersigned, under penalty of perjury, states: That the above claim and the items are therin set out and true and correct, that no part thereof has been heretofor paid; that the amount therin is justly due; and that the same is presented not later than one year after the accrual of the cause of action.

DO NOT sign firm hame **Sign YOUR name here:	AUG 1 4 2018	FOR FILING STAMP ONLY
Claimant signature	Date	

BELOW FOR COUNTY USE ONLY

penditure Authorized	and Ap	proved B	v:
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AUTHORIZED DEPARTMENTAL SIGNATURE

SUPERVISOR

CLAIM FOR PAYMENT COUNTY OF INYO **STATE OF CALIFORNIA**

Date: November 20, 2018

Claim of: Bakersfield Behavioral Healthcare Hospital Department: Mental Health Address: 5201 White Lane, Bakersfield, CA 93309

> SOCIAL SECURITY OR FEDERAL TAX ID#: 47-4433670

INSTUCTION TO CLAIMANT:

Claims must be signed by the claimant and approved by the head of the department before submission to the county auditorcontroller. Claimant performing services for two (2) or more county departments must make separate claims for each department. Claims for reimbursement of travel expense must include a statement of the purpose of county business. No claims will be audited or allowed until the above requirements have been met.

DATE	DESCRIPTION	Units/Days	Rate	DOLLARS
-	1809408			
-	10/30/2018 - 11/14/2018	16	-\$916.00-	\$
		10	800.00	12 800 1
			per ol	ivia Madrid
	1			
			Tatal	A
		1	Total	\$ -14,636.00 -

The undersigned, under penalty of perjury, states: That the above claim and the items are therin set out and true and correct, that no part thereof has been heretofor paid; that the amount therin is justly due; and that the same is presented not later than one year after the accrual of the cause of action.

DO NOT sign firm name **Sign YOUR name here:	NOV 2 0 2018	FOR FILING STAMP ONLY
Claimant signature	Date	
BELOW	FOR COUNTY USE ONLY	

penditure	Authorized	and An	proved	Bv:
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AUTHORIZED DEPARTMENTAL SIGNATURE

SUPERVISOR



A OF					For Clerk's Use Only AGENDA NUMBER
Concerto		BOARD C	REQUEST FORM OF SUPERVISORS NTY OF INYO	E	25
	🛛 Consent	Departmental	Correspondence Action	Public Hearing	L
FORMER	Scheduled	d Time for	Closed Session	Informational	

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Approval of contract with Inyo Council for the Arts Grants in Support Program

DEPARTMENTAL RECOMMENDATION: Request Board to:

- 1) approve the contract between the County of Inyo and Inyo Council for the Arts for the provision of an after-school music and art program;
- 3) authorize the Chairperson to sign the contract.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Probation Department has a great opportunity to partner with the Inyo County Council for the Arts (ICA) to provide an after-school music and arts program to youth throughout Inyo County. The program will be administered by ICA, with collaboration and financial support from the Inyo County Probation Department (ICPD). Based on the evidence that arts-based programs serving at-risk populations can be therapeutic in themselves, the program will generally focus on improving outcomes such as prosocial behaviors, resilience, problem-solving skills, self-regulation, and academic achievement by providing passionate teaching artists who specialize in working with youth, a safe and comfortable studio space, and thoughtful and engaging lesson plans.

<u>ALTERNATIVES</u>: The Board could choose not to approve the contract with Inyo Council for the Arts, however this is not recommended as funds have been identified and these types of after-school programs are a great benefit to our area youth.

OTHER AGENCY INVOLVEMENT:

<u>FINANCING</u>: This contract would be expended out of the Juvenile Institutions Budget 023100, Professional Services Object Code 5265 and funded from YOBG grant monies and if approved.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
	Approved:Date_03/18/6/5

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by	the auditor-controller prior to
	submission to the board clerk.)	
	Approved:	_Date 3/19/2019
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of	of personnel services prior to
	submission to the board clerk.) Approved:	_Date
DEPARTMENT HEAD (Not to be signed until all appr		Date: 4/10/19

Attachment: County of Inyo Standard Contract #116

AGREEMENT BETWEEN COUNTY OF INYO

AND INYO COUNCIL FOR THE ARTS FOR THE PROVISION OF GRANT IN SUPPORT OF PROGRAM SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the grant in support of program services of Inyo Council for the Arts

of <u>Inyo County</u> (hereinafter referred to as "Contractor"), 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 Contractor 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 Contractor to perform under this Agreement will be made by <u>Jeffrey L. Thomson or his designee</u>, whose title is: <u>Chief Probation Officer</u>. Requests to the Contractor 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 Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor 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 Contractor 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.

2. TERM.

The term of this Agreement shall be from <u>May 13, 2019</u> to <u>August 31, 2019</u> unless sooner terminated as provided below.

3. CONSIDERATION.

A. <u>Compensation</u>. County shall pay to Contractor 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 Contractor at the County's request.

B. <u>Travel and per diem</u>. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. <u>No additional consideration</u>. Except as expressly provided in this Agreement, Contractor 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, Contractor 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.

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 1

D. <u>Limit upon amount payable under Agreement</u>. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed <u>Fifteen thousand three hundred and no/100 (\$15,300.00)</u> 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. <u>Billing and payment</u>. Contractor shall submit to the County, once a month, an itemized statement of all 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 services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. <u>Federal and State taxes</u>.

(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 Contractor 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 contractors when it is anticipated that total annual payments to Contractor 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 Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, 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, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor'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 Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure 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, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor 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 Contractor at no expense to the County. Contractor 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 Contractor 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. Contractor 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. Contractor also warrants that it is not suspended or debarred from

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 2

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: <u>http://www.sam.gov</u>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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

7. COUNTY PROPERTY.

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

B. <u>Products of Contractor's Work and Services</u>. Any and all compositions, publications, plans, designs, 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, Contractor'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, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, 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, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor 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 contractor:

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

B. Contractor 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 Contractor in fulfillment of this Agreement.

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

12. RECORDS AND AUDIT.

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

B. <u>Inspections and Audits</u>. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, 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 Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, 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. Contractor 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. Contractor 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.

14. CANCELLATION.

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

15. ASSIGNMENT.

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

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 4

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. 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-three (23) below.

18. CONFIDENTIALITY.

Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor 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.

19. CONFLICTS.

Contractor 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.

20. POST AGREEMENT COVENANT.

Contractor 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, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, 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, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. 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.

22. 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 Contractor 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-three (23) (Amendment).

23. 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.

24. 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 Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo Inyo County Probation Department	Department
P.O. Box T	Street
Independence, CA 93526	City and State
Castrastar	
Contractor:	
Inyo Council for the Arts	Name
137 South Main Street	Street
Bishop, CA 93514	City and State

25. 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 INYO COUNCIL FOR THE ARTS

FOR THE PROVISION OF GRANT IN SUPPORT OF PROGRAM SERVICES

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

CONTRACTOR

COUNTY OF INYO

By:

Signature

Print or Type Name

Dated:

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS: County Risk Manager

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 7

B Signat Print or Type Name 02-22-19 Dated:

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND INYO COUNCIL FOR THE ARTS

FOR THE PROVISION OF GRANT IN SUPPORT OF PROGRAM

SERVICES

TERM:

FROM: <u>May 13, 2019</u> TO: <u>August 31, 2019</u>

SCOPE OF WORK:

Exemplary teaching artists from across Inyo County will provide comprehensive, standards-based, fine art, after school classes for Inyo County students. The classes will be offered to all county students, with a focus on at-risk and justice-involved youth. The program will be administered by Inyo Council for the Arts (ICA), with collaboration and financial support from the Inyo County Probation Department (ICPD). Based on the evidence that arts-based programs serving at-risk populations can be therapeutic in themselves, our program will generally focus on improving outcomes such as prosocial behaviors, resilience, problem-solving skills, self-regulation, and academic achievement by providing passionate teaching artists who specialize in working with youth, a safe and comfortable studio space, and thoughtful and engaging lesson plans.

Students will acquire an understanding of the elements and principles of art. Each unit will teach specialized skills, language, and cultural relevance. We will be offering classes that are rarely, if ever, available in our county, giving students opportunities for artistic and personal growth. Our rural location means we enjoy a low student to teacher ratio, allowing assessment of each student's knowledge, talents, and struggles. Teaching artists will mentor each student and provide positive feedback and support.

In a safe, supportive environment, students will enjoy the additional developmental benefits of confidence, patience, collaboration, and personal growth. When the pressure of external factors are eliminated, youth can relax and be confident in ways they may otherwise struggle with, letting them get in touch with what makes them unique. We hope to see this translate into incredible art and a more self-aware, confident, and thoughtful youth.

TOTAL FUNDED COSTS \$ 15,300.00

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 8

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

TERM:

AND INYO COUNCIL FOR THE ARTS

FOR THE PROVISION OF GRANT IN SUPPORT OF PROGAM

SERVICES

	FROM:	то	August 31, 2019
	SCHEDULE	of fi	EES:
1. Funded Activities/Servic	e (Grant-in-Support):		
Funded Costs: a.			
Materials	ng payroll taxes and work comp \$ 1,500.00 \$ 900.00	\$	10,000.00
 Mileage Administrative costs - hir 	\$ 900.00 ing/scheduling/coordination	\$	2,900.00
b. List of Activities:			

After school art and music classes

TOTAL FUNDED COSTS \$ 15,300.00

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND INYO COUNCIL FOR THE ARTS

FOR THE PROVISION OF GRANT IN SUPPORT OF PROGRAM

SERVICES

TERM:

FROM: May 13, 2019

TO: August 31, 2019

SEE ATTACHED INSURANCE PROVISIONS

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 10

Specifications 1 <u>Insurance Requirements for Most Contracts</u> (Not for Professional Services or Construction Contracts)

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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including productscompleted operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$500,000 per accident for bodily injury and property damage.
- 3. 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.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

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

Additional Insured Status

The Entity, 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 Contractor 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 if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, 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 provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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

A OF
(SECOLOGIE)
10 The of
GUFORNIA

AGENDA REQUEST FORM BOARD OF SUPERVISORS

For Clerk's Use Only AGENDA NUMBER	<i>r</i> :
26	

COUNTY OF INYO

Departmental Correspondence Action

Scheduled Time for

Closed Session

Informational

Public Hearing

FROM: Jeffrey L. Thomson, Chief Probation Officer

Consent

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Healthy Communities of Southern Inyo County Contract FY 2019-20 for Delinquency Prevention Program

DEPARTMENTAL RECOMMENDATION:

Request Board to approve and sign the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2019 to June 30, 2020 in an amount not to exceed \$31,840.00, and authorize the Chairperson to sign contingent upon receipts from the California State Controller's Office. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The total estimated allocation for FY 2019-2020 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program, the remaining 40% is provided to the Inyo County Superintendent of Schools for an extended day program.

Healthy Communities provides constructive activities and programs of interest to all community youth, including those "at risk", that build self-esteem, good character and those that enhance job skills. Healthy Communities continues to find creative ways to keep youth from engaging in inappropriate behavior or illegal activities.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from Healthy Communities of Southern Inyo County regarding their delinquency prevention program. This information is used by the Probation Department to complete its annual reporting to BSCC.

ALTERNATIVES:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Healthy Communities of Southern Inyo County,

FINANCING:

The Revenue and Expenditure has been budgeted in the Fiscal Year 2019-2020 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
3 Chuchla	Approved: yes Date 3/25/19
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services/prior to submission to the board clerk.) Approved:
DEPARTMENT HEAD (Not to be signed until all appr	

Attachment: Contract No. 116

AGREEMENT BETWEEN COUNTY OF INYO

AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE PROVISION OF DELINQUENCY PREVENTION

SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the <u>Delinuquecy prevention</u> services of <u>Healthy Communities of Southern Inyo County</u> of <u>Lone Pine, California</u> (hereinafter referred to as "Contractor"), 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 Contractor 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 Contractor to perform under this Agreement will be made by <u>Jeffrey L. Thomson or his designee</u>, whose title is: <u>Chief Probation Officer</u> Requests to the Contractor 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 Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor 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 Contractor 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.

2. TERM.

The term of this Agreement shall be from <u>July 1, 2019</u> to <u>June 30, 2020</u> unless sooner terminated as provided below.

3. CONSIDERATION.

A. <u>Compensation</u>. County shall pay to Contractor 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 Contractor at the County's request.

B. <u>Travel and per diem</u>. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. <u>No additional consideration</u>. Except as expressly provided in this Agreement, Contractor 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, Contractor 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. <u>Limit upon amount payable under Agreement</u>. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed <u>Thirty-one thousand eight hundred forty and no/100(\$31,840.00)</u> 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. <u>Billing and payment</u>. Contractor shall submit to the County, once a month, an itemized statement of all 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 services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. <u>Federal and State taxes</u>.

(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 Contractor 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 contractors when it is anticipated that total annual payments to Contractor 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 Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, 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, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor'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 Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure 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, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor 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 Contractor at no expense to the County. Contractor 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 Contractor 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. Contractor 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. Contractor also warrants that it is not suspended or debarred from

County of Inyo Standard Contract - No, 116 (Independent Contractor) Page 2 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: <u>http://www.sam.gov</u>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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

7. COUNTY PROPERTY.

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

B. <u>Products of Contractor's Work and Services</u>. Any and all compositions, publications, plans, designs, 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, Contractor'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, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, 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, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor 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 contractor:

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

B. Contractor 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 Contractor in fulfillment of this Agreement.

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

12. RECORDS AND AUDIT.

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

B. <u>Inspections and Audits</u>. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, 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 Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, 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. Contractor 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. Contractor 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.

14. CANCELLATION.

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

15. ASSIGNMENT,

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

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 4 Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. 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-three (23) below.

18. CONFIDENTIALITY.

Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor 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.

19. CONFLICTS.

Contractor 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.

20. POST AGREEMENT COVENANT.

Contractor 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, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, 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, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. 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.

22. 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 Contractor 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-three (23) (Amendment).

23. 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.

24. 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 Contractor 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	
Probation	Department
P.O. Box T	Street
Independence, CA 93526	City and State

Contractor:	
Healthy Communities of So. Inyo County	Name
P.O. Box 627	Street
Lone Pine, CA 93545-627	City and State

25. 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 HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY

FOR THE PROVISION OF DELINQUENCY PREVENTION

SERVICES

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

CONTRACTOR

COUNTY OF INYO

By:

Signature

Signature

Print or Type Name

Dated

Print or Type Name Dated:

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Chacl

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS: County Risk Manager

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 7

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND <u>HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY</u> FOR THE PROVISION OF <u>DELINQUENCY PREVENTION</u> SERVICES

TERM:

FROM: July 1, 2019 TO: June 30, 2020

SCOPE OF WORK:

Healthy Communities of Southern Inyo County ("Contractor") is to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program.

Monies received from the State Controller's office fluctuate yearly due to the fact that monies distributed to the County are based off of Vehicle Licensing Fees collected during a twelve month period. The County realizes that the monies distributed to Healthy Communities may not fully fund a full-time Program Coordinator position and may be used for administrative overhead costs associated directly with Program activities. However, monies are to be used within a twelve (12) month period.

A Healthy Communities Program may include:

A Program Coordinator who creates and schedules Healthy Communities events, supervises program assistants and volunteers in carrying out Healthy Communities events, runs events in the absence of program assistants or volunteers; works with individuals in the community to assess and address needs of youth and adults in the community and enact programs to address those needs; works to increase the number of youths served by Healthy Communities; establishes partnerships with other organizations having the same goals and work with them to better serve the community; maintains Healthy Communities program budget and coordinates program fund raising through donations, grants and other revenue generating activities; acts as liaison to other civic groups to keep them informed of upcoming Healthy Communities Board on all aspects of Healthy Communities programs; and, runs monthly Healthy Communities meetings and keeps meeting minutes.

Administrative overhead costs, such as supplies, utilities bills, etc. which are directly related to the business operation of the Healthy Communities Program.

County of Inyo Standard Contract – No. 116 (Independent Contractor) Page 8

ATTACHMENT A

SCOPE OF WORK: (CONTINUED)

Distributions of JJCPA funds are *contingent* on the following reporting requirements as follows:

- 1) in order to be in compliance with State mandated reporting requirements, the following information, at a minimum, must be reported to the County by the Contractor:
 - a) Date of Event
 - b) Name of Event, using a consistent name or acronym throughout the reporting fiscal year (July through June)
 - c) Attendee's first and last name.
 - d) Attendee's age, listed in one (1) of three (3) categories: 0-9, 10-19, and 20 and older.
- 2) Healthy Communities is to report the information using an Microsoft Excel spreadsheet, spreadsheet is provided electronically, and each month's report is to be complete, meaning all events that occur in one month are to be included on one spreadsheet, no incomplete or partial months are to be reported.

3) It is *preferred* that Healthy Communities *report monthly*, due by the 15th of the following month; however, at the minimum quarterly, due by the 15th of the month following the quarter. The quarters are specified as:

- a) Quarter 1 (July, August, September)
- b) Quarter 2 (October, November, December)
- c) Quarter 3 (January, February, March)
- d) Quarter 4 (April, May, June)

County of Inyo Standard Contract – No. 116 (Independent Contractor) Page 8A

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE PROVISION OF DELINQUENCY PREVENTION

SERVICES

TERM:

FROM:_______TO: J

TO:_____

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County may pay the Contractor on a quarterly basis for the performance of work and in accordance with the report information schedule as described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is thirty-one thousand eight hundred forty and No/100 Dollars (\$31,840.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

Contractor shall use the funding to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program including but not limited to funding a part-time Program Coordinator position and administrative overhead costs directly related to Program activities. Monies received in accordance with this contract shall be used within the twelve (12) months of the contract period for the Contractor to qualify for the full funding of the estimated thirty-one thousand eight hundred forty and No/100 Dollars (\$31,840.00).

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY

FOR THE PROVISION OF DELINQUENCY PREVENTION

SERVICES

TERM:

FROM:______

TO:______

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2 Insurance Requirements for Professional Services

Consultant 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 Consultant, 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 for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance 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.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

I. The Entity, 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 consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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 **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant'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 the Entity**.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

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 claimsmade policy form with a Retroactive Dat*e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

R. OF					For Clerk's Use Only: AGENDA NUMBER
Contraction		BOARD (REQUEST FORM OF SUPERVISORS NTY OF INYO	Ι	27
	🛛 Consent	Departmental	Correspondence Action	Public Hearing	L]
FORME	Scheduled	d Time for	Closed Session	Informational	
FROM: Jeffrev L. Tho	mson. Chief F	Probation Officer			

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Inyo County Superintendent of Schools Contract FY 2019-20 for an Extended Day Program

DEPARTMENTAL RECOMMENDATION:

Request Board to approve and sign the contract between the County of Inyo and Inyo County Superintendent of Schools for an Extended Day Program for the period of July 1, 2019 to June 30, 2020 in an amount not to exceed \$21,227.00, and authorize the Chairperson to sign contingent upon receipts from the California State Controller's Office. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent upon receipts from the California State Controller's Office.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The total estimated allocation for FY 2019-2020 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 40% is provided to the Inyo County Superintendent of Schools for an extended day program, the remaining 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program.

Funds from the Schiff-Cardenas Crime Prevention Act will assist the County Community School in providing an extended day for the students to include behavioral, vocational and social skills training.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from the Inyo County Superintendent of Schools regarding their extended day program. This information is used by the Probation Department to complete its annual reporting to BSCC.

ALTERNATIVES:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Inyo County Superintendent of Schools.

Agenda Request Page 2

FINANCING:

The Revenue and Expenditure has been budgeted in the Fiscal Year 2019-2020 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
& Chuchla	Approved: Date
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
	Approved: <u>ys</u> Date <u>3</u> 27/201
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:
DEPARTMENT HEAD (Not to be signed until all appr	

Attachment: Contract No. 116

AGREEMENT BETWEEN COUNTY OF INYO

AND INYO COUNTY OFFICE OF EDUCATION FOR THE PROVISION OF EXTENDED DAY PROGRAM

SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Extended Day Program services of Inyo County Office of Education

of <u>Independence, California</u> (hereinafter referred to as "Contractor"), 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 Contractor 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 Contractor to perform under this Agreement will be made by <u>Jeffrey L. Thomson or his designee</u>, whose title is: <u>Chief Probation Officer</u>. Requests to the Contractor 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 Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor 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 Contractor 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.

2. TERM.

The term of this Agreement shall be from July 1, 2019 to June 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

A. <u>Compensation</u>. County shall pay to Contractor 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 Contractor at the County's request.

B. <u>Travel and per diem</u>. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. <u>No additional consideration</u>. Except as expressly provided in this Agreement, Contractor 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, Contractor 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. <u>Limit upon amount payable under Agreement</u>. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed <u>Twenty-one thousand two hundred twenty-seven and no/100----</u> 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. <u>Billing and payment</u>. Contractor shall submit to the County, once a month, an itemized statement of all 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 services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. <u>Federal and State taxes</u>.

(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 Contractor 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 contractors when it is anticipated that total annual payments to Contractor 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 Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, 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, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor'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 Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure 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, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor 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 Contractor at no expense to the County. Contractor 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 Contractor 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. Contractor 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. Contractor also warrants that it is not suspended or debarred from

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 2 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: <u>http://www.sam.gov</u>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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

7. COUNTY PROPERTY.

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

B. <u>Products of Contractor's Work and Services</u>. Any and all compositions, publications, plans, designs, 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, Contractor'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, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, 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, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor 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 contractor:

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

B. Contractor 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 Contractor in fulfillment of this Agreement.

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

12. RECORDS AND AUDIT.

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

B. <u>Inspections and Audits</u>. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, 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 Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, 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. Contractor 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. Contractor 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.

14. CANCELLATION.

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

15. ASSIGNMENT.

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

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. 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-three (23) below.

18. CONFIDENTIALITY.

Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor 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.

19. CONFLICTS.

Contractor 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.

20. POST AGREEMENT COVENANT.

Contractor 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, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, 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, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. 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.

22. 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 Contractor 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-three (23) (Amendment).

23. 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.

24. 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 Contractor 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 Probation	Department
P.O. Box T	Department Street
Independence, CA 93526	City and State

Contractor:	
Inyo County Office of Education	Name
P.O. Box G	Street
Indenendence, CA 93526	City and State

25. 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.

||||

AGREEMENT BETWEEN COUNTY OF INYO AND INYO COUNTY OFFICE OF EDUCATION

FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES

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

CONTRACTO Signature SIMPSON pe Name Dated:

COUNTY OF INYO

By_

Signature

Print or Type Name

Dated:

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Drace Chulle

APPROVED AS TO ACCOUNTING FORM:

U County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS: County Risk Manager

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 7

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND INYO COUNTY OFFICE OF EDUCATION

FOR THE PROVISION OF _EXTENDED DAY PROGRAM

SERVICES

TERM:

FROM: <u>July 1, 2019</u> TO: <u>June 30, 2020</u>

SCOPE OF WORK:

Vocational Education – Extending the School Day

The Juvenile Justice Grant allows JKBS to have a full school day for at-risk students. The grant helps to fund instructors to teach a variety of elective/vocational classes during the afternoons.

Odysseyware

Odysseyware is an online curriculum program that allows JKBS to offer a wider variety of courses to students. Most of the students who come to JKBS are credit deficient, by integrating Odysseyware into our regular curriculum, we are better able to meet the academic needs of the students.

Drug Dogs - Insuring a Drug-free Campus

Beginning with the 2009110 school year, Inyo County Superintendent of Schools, along with several other districts in the county, began contracting with Interquest to have drug sniffing dogs come to the school. JKBS has four random visits from the dogs, funded by the Juvenile Justice grant, throughout the school year. The students sit through a presentation about the dog program and are aware that they can visit campus at any time. The students are familiarized with the practices and procedures for a search. The students are put on notice that they can be effectively searched at any time and that

JKBS does not tolerate drugs or alcohol on campus.

County of Inyo Standard Contract - No. 116 (Independent Contractor) Page 8

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND INYO COUNTY OFFICE OF EDUCATION

FOR THE PROVISION OF EXTENDED DAY PROGRAM

SERVICES

TERM:

FROM: <u>July 1, 2019</u> TO: <u>June 30, 2020</u>

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County shall pay the Contractor on a quarterly basis, for the performance of work described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

At the end of the contract period, the Contractor shall report to County the number of months during the contract period during which the Extended Day Program operated. The program shall have operated for six (6) months of the contract period for Contractor to qualify for the full/estimated annual Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00) fee. If the program does not operate for six (6) months during the contract period, Contractor shall reimburse County in proportion of the six (6) month period during which the Extended Day Program did not operate.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO AND INYO COUNTY OFFICE OF EDUCATION

FOR THE PROVISION OF EXTENDED DAY PROGRAM

SERVICES

TERM:

FROM: July 1, 2019

TO: June 30, 2020

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2 Insurance Requirements for Professional Services

Consultant 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 Consultant, 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 for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance 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.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. The Entity, 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 consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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 **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant'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 the Entity**.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

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.
- If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Dat*e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

AOF					For Clerk's Use Only: AGENDA NUMBER
Contraction		BOARD C	REQUEST FORM OF SUPERVISORS NTY OF INYO	I	28
	🛛 Consent	Departmental	Correspondence Action	Public Hearing	
FORME	Scheduled	d Time for	Closed Session	Informational	

FROM: Juvenile Institutions

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Authorize to purchase four (4) Hewlett Packard HP ProBook 450 G5 laptops for new staff members.

<u>DEPARTMENTAL RECOMMENDATION:</u> Authorize a purchase order in the amount of \$3,118.24, payable to Southern Computer Warehouse Inc. located in Atlanta, Georgia for the purchase of four (4) Hewlett Packard HP ProBook 450 G5 laptops.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Probation Department is requesting the approval to purchase four (4) Hewlett Packard HP ProBook 450 G5 laptops for our new staff members. The laptops will be under Tech Refresh and will be purchased using Youthful Offender Block Grant (YOBG) monies. In November 2018 the Probation Department purchased iPads for each Probation Officer to use in the field and while on call after regular business hours from Southern Computer Warehouse; therefore, with this purchase, it will be over the ten thousand dollar limit for Southern Computer Warehouse for Fiscal Year 18/19.

<u>ALTERNATIVES</u>: The Board could choose to not approve the purchase of the laptops and staff members would have to share computers when available to do so.

OTHER AGENCY INVOLVEMENT:

<u>FINANCING</u>: This expense will be paid from budget 023100 Juvenile Institutions, Object Code 5232 Office and Other Equipment and 5311 General Operating using YOBG monies.

ATTROVALS	
GOUNTY COUNSEL	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be
Intermartion Cours	reviewed and approved by county counsel prior to submission to the board clerk.)
	Approved: Date DateDAteDAte
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to
	submission to the board clerk.)
	Approved:Date
PERSONNEL DIRECTOR:	PERSONNEL (AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to
	submission to the board clerk.)
	Approved:Date_//2/1/1
DEPARTMENT HEAD	
(Not to be signed until all appr Attachment:	ovais are received) Date:



Southern Computer Warehouse 1395 S. Marietta Parkway | Building 300-106 Marietta, GA 30067 (P) 877-468-6729 (F) 770-579-8937 SCW.com

Quote # 100168478 - HP Probook for Proobation Cust #: IC31671 (Inyo County CA) Quote Date: Apr 4, 2019

Sold to:	Ship to:
Accounts Payable	REF PO
Inyo County CA	Inyo County CA
PO BOX 477	1689 N Edwards St
Independence, California, 93526	Independence, California, 93526
T: 760-878-0314	T: 760-878-0314
lsargent@inyocounty.us	Isargent@inyocounty.us
	Shipping Method: Free Shipping - Free
	emphasis memorin real emphasis i real

Notes: The HP products quoted below utilize the HP NASPO ValuePoint Contract Pricing. The Contract Number MNNVP-133 and PA 7-15-70-34-001 should be listed on your PO. Ask me how I can help with your HP NASPO needs!

#	Products	SKU	Price	Qty	Subtotal
	HP ProBook 450 G5 15.6" LCD Notebook - Intel Core i5 (8th Gen) 15-8250U Quad-core (4 Core) 1.60 GHz - 8 GB DDR4 S		\$717.92	4	\$2,871.68
-	256 GB SSD - Windows 10 Pro (English) - 1920 x 1080 -				
I	n-plane Switching (IPS) Technology - Intel UHD Graphics 62	20			
	DDR4 SDRAM - Bluetcoth - English Keyboard - Front				
c	Camera/Webcam - IEEE 802.11ac - Gigabit Ethernet - Netwo	ork			
(RJ-45) - HDMI - 2 x USB 3.0 Ports - USB Type-C - 16.75 Ho	Dur			
Ð	Battery Run Time				
2 5	State of CA eWaste Fee Screen Sizes greater than 15" but	SCW-EWASTE2-2	\$6.00	4	\$24.00
k	ess than 35"				
				Subtotal:	\$2,895.68
				Tax:	222.56
			Grand Total (I	ncl. Tax):	\$3,118.24
Tha	nk you for your quote. We value your business and will conti	inue to provide you excellent service			
in a	ddition to our comprehensive product line. All returns must b	e authorized and clearly marked			
with	a valid RMA number. Returns are subject to restock fees w	hen applicable.			
Quo	otes are valid for 30-days unless otherwise noted.				
o ti a	hank you very much for giving me the pportunity to work with you on this. Due to he volatile trade conditions between the US and China, prices are fluctuating daily as actifs are imposed				

teriffs are imposed.

	AGENDA REQUEST FORM BOARD OF SUPERVISORS COUNTY OF INYO Consent Departmental Correspondence Action	For Clerk's Use Only: AGENDA NUMBER 29
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FROM: Public Works

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Authorize blanket purchase order to Environmental Concepts.

DEPARTMENTAL RECOMMENDATIONS:

- 1) Authorize and approve a blanket purchase orders for the following vendor in the following amount:
 - a. Environmental Concepts in the amount of \$40,000.00 for the purchase of liquid asphalt and parts to repair a Crafco Crack Sealing Kettle

SUMMARY DISCUSSION:

Public Works is a large department operating off nearly thirty (30) budgets. According to Inyo County Purchasing and Contracting Policy and Procedure Manual Section II. Departmental Responsibilities G. Blanket Purchase Orders, "With the additional delegation of purchase authority to Department Heads, it is anticipated that repetitive purchases may still be most appropriately handled by establishing blanket purchase orders with specific vendors. 2.) When the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." And Section VII. Special Instructions, G. Consolidation of Departmental Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requests should be consolidated and submitted in accordance with these schedules. Goods and supplies shall be ordered in and consistent with future needs and available storage space.

In an effort to be compliant with this policy and proactive in our spending efforts, Public Works is requesting Board approval of the above blanket purchase order. We make every effort to keep our business local and distributed throughout the Owens Valley. We purchase from vendors in both the North and South County when we can. Environmental Concepts is a provider of liquid asphalt products, crack seal material, the Crafco Crack Sealing Kettle rental and repair parts for the old Crafco Kettle that the Road Department owns. These purchases and rentals are necessary for the maintenance of Inyo County roads.

ALTERNATIVES:

Your Board could choose not to authorize the Department Purchasing Authority increase or approve the blanket purchase orders. This is not recommended, as some of the items have been purchased and the others may need to be purchased for an emergency and to keep Inyo County roads in good condition.

OTHER AGENCY INVOLVEMENT:

Office of the County Counsel Auditor's Office.

FINANCING:

Given the fact that the policy is Department wide, not just specific to individual budgets, these invoices will be paid from, but not limited to the following budgets; 011100 Building & Maintenance, 011500 Public Works, 011501 Deferred Maintenance, 023200 Building & Safety 034600 Road, 150100 Bishop Airport, 152101 Independence Water Systems, 152201 Lone Pine Water Systems, 152301 Laws Water, 150300 Independence Airport, 150500 Lone Pine/Death Valley Airport and object codes within our department budget authority. There is sufficient budget split between all Public Works divisions to make these payments.

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: VCD Date 4/25/19
BUILL CHICKIA	Approved: YED Date 4/25/19
AUDITOR CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
Ch	Approved Date 4/29
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board
	clerk.) Approved:N/ADate
	2

	AGENDA REQUEST FORM BOARD OF SUPERVISORS COUNTY OF INYO Consent Departmental Correspondence Action Public Hearing Schedule time for Closed Session Informational	For Clerk's Use Only: AGENDA NUMBER 30
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FROM: Public Works

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Authorize blanket purchase orders Safeway Signs

DEPARTMENTAL RECOMMENDATIONS:

1) Authorize and approve blanket purchase orders for Safeway Signs in the \$20,000 for Fiscal Year 2018-2019 for use in the Public Works Department.

SUMMARY DISCUSSION:

Public Works is a large department operating off nearly thirty (30) budgets. According to Inyo County Purchasing and Contracting Policy and Procedure Manual Section II. Departmental Responsibilities G. Blanket Purchase Orders, "With the additional delegation of purchase authority to Department Heads, it is anticipated that repetitive purchases may still be most appropriately handled by establishing blanket purchase orders with specific vendors. 2.) When the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." And Section VII. Special Instructions, G. Consolidation of Departmental Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requests should be consolidated and submitted in accordance with these schedules. Goods and supplies shall be ordered in and consistent with future needs and available storage space.

In an effort to be compliant with this policy and proactive in our spending efforts, Public Works is requesting Board approval of the above blanket purchase order. We make every effort to keep our business local and distributed throughout the Owens Valley. We purchase from vendors in both the North and South County when we can. Safeway Signs was the only vendor to respond to our request for bids for the purchase of signs.

ALTERNATIVES:

Your Board could choose not to authorize the Department Purchasing Authority increase or approve the blanket purchase orders. This is not recommended, as some of the items have been purchased and the others may need to be purchased for an emergency.

OTHER AGENCY INVOLVEMENT:

Office of the County Counsel Auditor's Office.

FINANCING:

Given the fact that the policy is Department wide, not just specific to individual budgets, these invoices will be paid from, but not limited to the following budgets; 011100 Building & Maintenance, 011500 Public Works, 011501 Deferred Maintenance, 023200 Building & Safety 034600 Road, 150100 Bishop Airport, 152101 Independence Water Systems, 152201 Lone Pine Water Systems, 152301 Laws Water, 150300 Independence Airport, 150500 Lone Pine/Death Valley Airport and object codes within our department budget authority. There is sufficient budget split between all Public Works divisions to make these payments.

APPROVALS				
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANO (Must be reviewed and approved by County Counsel prior to submission to it		SESSION AND	Date S/1/19
AUDITORICONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEN	AS (Musi be reviewed and ap Approved:	proved by the suditor/co	ntroller prior to submission fo
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be review clerk)	ved and approved by the direct Approved:	or of personnel services	prior to submission to the board Date
DEPARTMENT HEAD S (Not to be signed until all approv	IGNATURE:	Date:	11/19	

A OF					For Clerk's Use Only: AGENDA NUMBER
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	Consent 🛛	Departmental	Correspondence Action	Public Hea	ring
FORMU	Scheduled	d Time for	Closed Session	Information	nal

FROM: Public Works

FOR THE BOARD MEETING OF: MAY 11 2019

SUBJECT: Amendment to the February 23, 2016 Board Order and Corresponding Minutes for the Lease Agreement between County of Inyo and Brenda and Harry Wilson

DEPARTMENTAL RECOMMENDATION:

Request Board: A) amend the February 23, 2016 Board Order regarding the Lease Agreement between County of Inyo and Brenda and Harry Wilson to reflect the correct contract dates of July 1, 2016 through June 30, 2019 with two options to extend in 2019 and again in 2020; and B) similarly amend the minutes of the February 23, 2016 Board meeting to also reflect the change.

SUMMARY DISCUSSION:

The minutes for the February 23, 2016 Board Order state that the Lease dates are March 1, 2016 through February 28, 2019. The contract dates were correctly stated on the contract beginning July 1, 2016 and terminating on June 30, 2019 with two options to extend for one year periods in 2019 and again in 2020; however the dates were stated as March 1, 2016 through February 28, 2019 on the Agenda Request Form. These were the dates that ultimately appeared on the agenda and thus became part of the motion recorded in both the minutes and Board Order for that item. The error does not affect the contract itself, as it is a legally and binding document that was approved by the Board. However the record still needs to reflect the correct contract date.

The dates written in the Board Order should match what is written in the minutes, thus any amendments made to the minutes must also be made to the Board Order. The February 23, 2016 Board Order and Board Hearing Minutes are included here with the recommended amendments **highlighted in bold text** for your review.

ALTERNATIVES: Your Board could choose to not approve the amendments as requested, but this is not recommended.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

Agenda Request Page 2

DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received)_ Date: 4/15/19 an

County of Inyo, State of California

AMENDED AGAIN BY BOARD ORDER ON MAY 7, 2019 *AMENDED BY BOARD ORDER ON NOVEMBER 8, 2016*

1, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held

in their rooms at the County Administrative Center in Independence on the 23rd day of February 2016 an order was duly made

Space Lease

P.W./May Street Office Moved by Supervisor Kingsley and seconded by Supervisor Pucci to approve the Lease between the County of Inyo and Brenda and Harry Wilson for real property described as 163 May Street, Bishop, CA, for the initial period of July 1, 2016 through June 30, 2019, with two one-year options to extend, at the rate of \$5,897.64 per month, with a 3% increase for subsequent yearly terms if extended, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 23rd

Routing		
сс		
Purchasing		
Personnel		
Auditor X		
CAO		
Other: Public Works		
DATE: November 9, 2016	_	

Day of February, 2016



KEVIN D. CARUNCHIO Clerk of the Board of Supervisors

S. . Here and the second

By:

County of Inyo, State of California

AMENDED BY BOARD ORDER ON NOVEMBER 8, 2016

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held

in their rooms at the County Administrative Center in Independence on the 23rd day of February 2016 an order was duly made

P.W./May Street Office Space Lease Moved by Supervisor Kingsley and seconded by Supervisor Pucci to approve the Lease between the County of Inyo and Brenda and Harry Wilson for real property described as 163 May Street, Bishop, CA, for the initial period of March 1, 2016 through February 28, 2019, with two one-year options to extend, at the rate of \$5,897.64 per month, with a 3% increase for subsequent yearly terms if extended, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 23rd

Routing
CC Purchasing Personnei Auditor X CAO Other: Public Works DATE: November 9, 2016

Day of <u>February, 2016</u>

KEVIN D. CARUNCHIO Clerk of the Board of Supervisors

1 1 mar 200

Bye

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California,

held in their rooms at the County Administrative Center in Independence on the 23rd day of February, 2016 an order was duly

made and entered as follows:

P.W./May Street Office Space Lease Moved by Supervisor Kingsley and seconded by Supervisor Pucci to approve the Lease between the County of Inyo and Brenda and Harry Wilson for real property described as 163 May Street, Bishop, CA, for the initial period of March 1, 2016 through February 28, 2019, with two one-year options to extend, at the rate of \$5.879.64 per month, with a 3% Increase for subsequent yearly terms if extended, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 23rd

Day of	February _	2016
	(Rugelavel)	
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P	atricia Gunsolley, As	sistent 0

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By:



AGENDA REQUEST FORM BOARD OF SUPERVISORS COUNTY OF INYO

For Cler AGEND	k's Use Only: A NUMBER
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Consent Departmental Decorrespondence Action Departmental Departmental

Scheduled Time for

Closed Session

Informational

FROM: Public Works

FOR THE BOARD MEETING OF: February 23, 2016

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

DEPARTMENTAL RECOMMENDATION:

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

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

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

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

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

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved; <u>07/14/1415</u> Date:
AUDITOR/CONTROLLER:	ACCOUNTINGIFINANCE AND RELATED ITEMS (Musi be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: 400 Date: 2/18/2016
PERSONNEL DIRECTOR:	PERSONNEL, AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)
	Approved: Date:

(Not to be signed until all approvals are received)

County of Inyo Board of Supervisors

AMENDED AGAIN BY BOARD ORDER ON MAY 7, 2019

AMENDED BY BOARD ORDER ON NOVEMBER 8, 2016

SPECIAL MEETING

February 23, 2016

MINUTI

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 10:00 a.m., on Tuesday, February 23, 2016, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jeff Griffiths, presiding, Dan Totheroh, Rick Pucci, Mark Tillemans and Matt Kingsley.

Pledge The Assistant Clerk of the Board, Patricia Gunsolley, led the Pledge of Allegiance.

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

County Department Reports The Chairperson announced the County Department Report period. Susanne Rizo, Director of Child Support Services, updated the Board on the Tribal Tanf Program, and an Oversight Committee meeting. Dr. Bob Harrington, Water Director, updated the Board on DWP's plans for new wells, announced a Technical Group Meeting on March 3, 2016 and a Water Commission Meeting on March 17, 2016, and updated the Board on community meetings regarding the changes to the Owens Valley Groundwater Basin boundaries.

HHS-Child Moved by Supervisor Kingsley and seconded by Supervisor Pucci to reappoint Verna Sisk and Robyn Wisdom to the Child Care Planning Council, representing the Public Agency Representative and Discretionary categories respectively, to complete unexpired three-year terms ending November 4, 2018. Motion carried unanimously.

P.W./May Street Office Space Lease Moved by Supervisor Kingsley and seconded by Supervisor Pucci to approve the Lease between the County of Inyo and Brenda and Harry Wilson for real property described as 163 May Street, Bishop, CA, for the initial period of **July 1, 2016 through June 30, 2019, with two one-year options to extend**, at the rate of \$5,897.64 per month, with a 3% increase for subsequent yearly terms if extended, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained. Motion carried unanimously.

P.W./Animal Moved by Supervisor Kingsley and seconded by Supervisor Pucci to approve the Plans and Shelter Fence Project and authorize the Public Works Director to advertise and bid the Project. Motion carried unanimously.

Sheriff/Radio and Accessories Purchase Moved by Supervisor Kingsley and seconded by Supervisor Pucci to declare Nielsen's Equipment Maintenance of Mammoth Lakes a sole-source provider of Kenwood radios and radio accessories, and approve the purchase of Kenwood radios and radio accessories, for Sheriff's vehicles, from Nielsen's Equipment Maintenance in an amount not to exceed \$311,372 (including installation and tax) per quote dated October 20, 2015. Motion carried unanimously.

Probation – Juvenile Services Transition Plan. The County Administrator introduced the topic of the Juvenile Services Transition Plan. He provided a brief synopsis of the items that will be discussed and for which staff is seeking Board direction. The Board, the Chief Probation Officer, the County Administrator, Assistant Health and Human Services Director, Marilyn Mann, and other staff, discussed the proposed actions concerning the Transition Plan, including budget options, various alternatives, stakeholder engagement, out-of-county placement, staffing, employment requirements, and the Court school.

MINUTES

County of Inyo Board of Supervisors

AMENDED BY BOARD ORDER ON NOVEMBER 8, 2016

SPECIAL MEETING

February 23, 2016

DI.

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 10:00 a.m., on Tuesday, February 23, 2016, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jeff Griffiths, presiding, Dan Totheroh, Rick Pucci, Mark Tillemans and Matt Kingsley.

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February 23, 2016

County of Inyo Board of Supervisors

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OF TO OT		BOARD C	REQUEST FORM OF SUPERVISORS NTY OF INYO	2	32
	Consent 🛛	Departmental	Correspondence Action	Public Hea	aring
FORM	Scheduled	d Time for	Closed Session	Information	nal

FROM: Public Works

FOR THE BOARD MEETING OF: MAY 0 7 2019

SUBJECT: Amendment to the March 14, 2017 Board Order and Corresponding Minutes for the Lease Agreement between County of Inyo and Bruce & Dorothy Branson Trust

DEPARTMENTAL RECOMMENDATION:

Request Board: A) amend the March 14, 2017 Board Order regarding the Lease Agreement between County of Inyo and Bruce & Dorothy Branson Trust to reflect the correct contract dates of April 1, 2017 through March 31, 2020 with two options to extend in 2020 and again in 2021; and B) similarly amend the minutes of the March 14, 2017 Board meeting to also reflect the change.

SUMMARY DISCUSSION:

On March 14, 2017, your Board approved a Lease Agreement between the County of Inyo and the Bruce & Dorothy Branson Trust. The term of the agreement, as stated on the contract, is April 1, 2017 through March 31, 2020 with two options to extend in 2020 and again in 2021; however the dates were incorrectly stated as April 1, 2017 through March 30, 2019 on the Agenda Request Form submitted for the item. These were the dates that ultimately appeared, incorrectly, on the agenda and thus became part of the motion recorded in both the minutes and Board Order for that item. The error does not affect the contract itself, as it is a legally and binding document that was approved by the Board; however the record still needs to be amended to reflect the contract contract date.

The dates written in the Board Order should match what is written in the minutes, thus any amendments made to the Board Order must also be made to the minutes. The March 14, 2017 Board Order and minutes are included here with the recommended amendments **highlighted in bold text** for your review.

<u>ALTERNATIVES</u>: Your Board could choose to not approve the amendments as requested, but this is not recommended.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

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

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Date: 4/15/19

County of Inyo, State of California

AMENDED BY BOARD ORDER MAY 7, 2019

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California,

held in their rooms at the County Administrative Center in Independence on the 14th day of March 2017 an order was duly

made and entered as follows:

PUBLICMoved by Supervisor Griffiths and seconded by Supervisor Kingsley to: A) approve a leaseWORKS -with the Bruce and Dorothy Branson Trust for office space at 310 S. Jackson St., Lone Pine,BRANSONCA 93545 for the period of April 1, 2017 through March 31, 2020 at a cost of \$850 perTRUSTmonth for the three-year term with two options to extend for one (1) year in 2019 and 2020OFFICEeach subject to a potential discretionary increase of no more than 6%; and B) authorize theChairperson to sign contingent on Board approval of future budgets. Motion carried

Routing

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CC Purchasing Personnel

Auditor CAO Other: Public Works DATE: March 31, 2017 WITNESS my hand and the seal of said Board this 14th



KEVIN D. CARUNCHIO Clerk of the Board of Supervisors

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County of Inyo, State of California

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unanimously.

Routing

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KEVIN D. CARUNCHIO Clerk of the Board of Supervisors

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(Carling)		BOARD OF	QUEST FORM SUPERVISORS	Ĩ	For Clerk's Use Only:
	Consent	COUNT Departmental	Y OF INYO	rrespondence Action	AGENDA NUMBER
	Public Hearing	\Box Schedule time for	Closed Session	Informational	16

FROM: Public Works

FOR THE BOARD MEETING OF: March 14, 2017

SUBJECT: Lease agreement between Bruce and Dorothy Branson Trust and the County of Inyo

DEPARTMENTAL RECOMMENDATIONS:

Request your Board (a) approve a lease with the Bruce and Dorothy Branson Trust for office space at 310 S. Jackson St., Lone Pine, Ca 93545 effective April 1, 2017 through March 30, 2019 at a cost of \$850 per month for the three (3) year term with two options to extend for one (1) year in 2019 and 2020 each subject to a potential discretionary increase of no more than six percent (6%); and (b) authorize the Chair to sign contingent on Board approval of future budgets.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

On October 17, 2016 the County received a letter from the owner of the current HHS Wellness Center in Lone Pine stating that he will no longer wish to continue the lease (ending May 2017) which put us on the fast track to find a new location.

We located the building at 310 S Jackson St. in Lone Pine and decided that it would be the best option for us. There is also a separate building (312 S Jackson St.) that is located right next door and HHS is considering leasing that too. Currently HHS is looking at funding to possibly purchase the building which is listed for \$160,000.

ALTERNATIVES:

Your Board could choose not to approve the Lease. This is not recommended, as doing so, would continue to leave HHS Wellness Center in Lone Pine without an office location.

OTHER AGENCY INVOLVEMENT:

County Counsel for review Auditors for review and payments

FINANCING:

State MHSA funds and Mental Health Realignment funds. This expense is budgeted in 16/17 and will be budgeted in future years 100% in Mental Health (045200) in the Office Space and Site Rental object code (5291). No County General Funds.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOS RELATED ITEMS (Must be reviewed and approved by County Cou submission to the board clerk.) Approved:	
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be revie by the auditor/edutroller prior to submission to the board clerk.) Manual Approved:	ewed and approved $\frac{1}{Date^3/2/1}$
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and appr of personnel services prior to submission to the board clerk.) Approved:	roved by the director Date

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



County of Inyo Board of Supervisors

AMENDED BY BOARD ORDER ON MAY 7, 2019

March 14, 2017

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:30 a.m., on March 14, 2017, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Mark Tillemans, presiding, Dan Totheroh, Rick Pucci, Jeff Griffiths and Matt Kingsley.

- PUBLIC COMMENT Chairperson Tillemans asked for public comment during the first public comment period and there was none.
- CLOSED SESSION Chairperson Tillemans recessed open session at 8:35 a.m. to convene in closed session with all Board members present to discuss the following items: No. 2 CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo; and No. 3 PUBLIC EMPLOYMENT [Pursuant to Government Code §54957] – Title: Environmental Health Director, Information Services Director, Health and Human Services Director, and Planning Director.
- OPEN SESSION Chairperson Tillemans recessed closed session and reconvened the meeting in open session at 10:02 a.m. with all Board members present.
- PLEDGE Assistant Clerk of the Board Ellis led the pledge of allegiance.

REPORT ON CLOSED County Counsel Marshall Rudolph reported that no action was taken during closed session that is required to be reported.

PUBLIC COMMENT Chairperson Tillemans asked for public comment during the second public comment period. A member of the traveling public who did not introduce himself told the Board about his concerns with the future of Independence now that Subway is closed and travelers have even less incentive to stop if they can't get something to eat in town. He also said he initially questioned the use of taxpayer money on improvements to Dehy Park, which he doubted travelers are interested in or stop to use, but then learned the project was funded with grant money. He suggested the County invest in banners along main drag to promote cultural activities. Chairperson Tillemans gave the gentlemen his card and said he would be happy to speak with him more on the subject face-to-face.

COUNTY DEPARTMENT REPORTS Water Director Dr. Bob Harrington provided an update on the ongoing SGMA workshops with other local eligible agencies. He said Thursday's workshop in Bishop drew about 60 people representing a broad cross-section of groundwater stakeholders who engaged in a spirited discussion about a Joint Powers Authority Framework the Board adopted on February 21. He said the Bishop City Council took actions last night parallel to those of the Board on February 21, scheduling a public hearing for April 10 to consider becoming a Groundwater Sustainability Agency for its service area and endorsing the multi-agency inclusive Framework as well as the Principles for a multi-agency Groundwater Sustainability Agency arrangement. He said overall, the process for meeting the State's June 30 deadline for having Groundwater Sustainability Agencies for the entire groundwater basin is moving forward in a timely manner. way for road and utility purposes. Motion carried unanimously.

PUBLIC WORKS – BRANSON TRUST OFFICE SPACE LEASE

PUBLIC WORKS --BISHOP AIRPORT PAVEMENT & FENCING NOC

PRESENTATION -

INTERESTS RE: BLM

MINING WITHDRAWAL

LOCAL MINING

OFFICE SPACE LEASE
 93545 for the period of April 1, 2017 through March 31, 2020 at a cost of \$850 per month for the three-year term with two options to extend for one (1) year in 2019 and 2020 each subject to a potential discretionary increase of no more than 6%; and B) authorize the Chairperson to sign contingent on Board approval of future budgets. Motion carried unanimously.
 PUBLIC WORKS –

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to: A) approve a lease with

the Bruce and Dorothy Branson Trust for office space at 310 S. Jackson St., Lone Pine, CA

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve a resolution 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 Bishop Airport-Airfield Pavement Crack Repair, Pavement Sealing and Paint Markings, and Terminal Area Security Fencing Project." Motion carried unanimously.

Local mining interests were present to discuss with the Board the potential negative impacts to their current and future operations as a result of the BLM's two-year prohibition of metallic mineral mining on lands designated California Desert National Conservation Lands in Phase I of the Desert Conservation Renewable Energy Plan. Supervisor Kingsley explained that over the last several weeks he has had a lot of interaction with miners and mining operations to be affected by the metallic mineral mining withdrawal in Southeast Inyo. He has written and received letters on the topic. Steve Emmert of Chatsworth, California said he currently leases more than 300 mining claims over 6,000 contiguous acres on Conglomerate Mesa to Silver Standard Resources of British Columbia, Canada. He said his business has been an active partner in employing residents of Inyo County for the past 20 years. Environmental studies have indicated no plant or animal species or cultural artifacts are directly impacted by his mining claims, he said, which are located on lands that were released from Wilderness Study Area status because of their mining potential. He said state law further requires reclamation efforts to restore the landscape to its pre-mining condition once mining operations have ceased. He said if the withdrawal stays in place, it will essentially eliminate any new mining and he strongly encouraged the Board to consider the withdrawal's economic impacts. Chairperson Tillemans said he toured the Briggs Mine a couple of years ago and was unable to detect previously mined areas that had been reclaimed. Angela Johnson, Project Geologist with Silver Standard Resources, said she was speaking on behalf of Silver Standard and other exploration companies likely to be affected by the BLM mining withdrawal. She spoke about their Perdito Project, which is already in the approval process and will allow Silver Standard to drill exploratory holes at several sites this summer. The plan was to analyze the samples over the winter and if they like what they saw, apply for extraction permits. However, the withdrawal would prohibit metallic mineral mining in the entire historic mining district, which they believe is rich with potential not just for Silver Standard but for other companies. Silver Standard is planning to bring \$2.47 million into California's economy, which could attract other companies to the state. She said Silver Standard could potentially be a huge employer for the County, and has and will continue to mitigate impacts where they exist. Earl Wilson of Lone Pine said he asked Russell Scofield, Desert Renewable Energy Conservation Plan Implementation Coordinator for the BLM, what would happen to additional mining claims under Phase II of the DRECP and his answer was vague. He said the idea of reactivating mining districts has been discussed at the BLM Roundtables. Wilson urged the County to keep at a seat at the table to avoid becoming a part of the menu. Adena Fansler, the County's retired Associate Planner in charge of mining reclamation oversight for 16 years, said there is room for mining as well as other land uses in Inyo County. She said mining is people's livelihoods and hopes the Board fights to save room for it. Supervisor Kingsley said what confuses him is the ongoing actions to curtail mining when 95 percent of the land is wilderness and less than .01 percent of the land is disturbed by mining. He said the landscape is well protected and it's just as important to protect mining as a historic use and for economic reasons. He said he's not a mining fanatic but he does not support precluding it as a multiple use. The Board agreed to move on to the next agenda item and discuss possible approval of a letter urging policymakers to rescind the mining withdrawal.

PLANNING – BLM MINING WITHDRAWAL COMMENT LETTER

Interim Planning Director Cathreen Richards offered some background on the mining withdrawal as a refresher for the Board. It was first discussed before the Board during a January 10, 2017 presentation by Russell Scofield, Desert Renewable Energy Conservation Plan (DRECP) Implementation Coordinator for the BLM, and new California Desert District Manager



County of Inyo Board of Supervisors

March 14, 2017

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PUBLIC WORKS – BISHOP AIRPORT PAVEMENT & FENCING NOC

PRESENTATION – LOCAL MINING INTERESTS RE: BLM MINING WITHDRAWAL Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve a resolution 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 Bishop Airport-Airfield Pavement Crack Repair, Pavement Sealing and Paint Markings, and Terminal Area Security Fencing Project." Motion carried unanimously.

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PLANNING – BLM MINING WITHDRAWAL COMMENT LETTER

Interim Planning Director Cathreen Richards offered some background on the mining withdrawal as a refresher for the Board. It was first discussed before the Board during a January 10, 2017 presentation by Russell Scofield, Desert Renewable Energy Conservation Plan (DRECP) Implementation Coordinator for the BLM, and new California Desert District Manager Beth Ransel. The Board learned at that time that the Assistant Secretary of the Department of the Interior plans to withdraw 270,110 acres of public land in Inyo County from "metallic mineral"

Consent Public Hearing	AGENDA REQU BOARD OF SUI COUNTY OF Departmental	PERVISORS F INYO	espondence Action	For Clerk's Use Only: AGENDA NUMBER 33	
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FROM: Public Works

FOR THE BOARD MEETING OF: MAY - 7 2019

SUBJECT: Amendment Number Two to the Lease agreement between Denver Gardens LLC and the County of Inyo

DEPARTMENTAL RECOMMENDATIONS:

Recommend your Board approve Amendment Number Two to the Lease Agreement between the County of Inyo and Denver Gardens LLC for office space at 912, 914, 916 and 918 North Main Street in Bishop, extending the existing lease for two (2) consecutive years, for the period of May 1, 2019 through April 30, 2021, maintaining all current provisions and conditions, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The proposed amendment will extend the existing Lease between Denver Gardens LLC and the County of Inyo for an additional two (2) consecutive years. The space is for office space at 912, 914, 916 and 918 North Main Street in Bishop for the period of May 1, 2019 through April 30, 2021, in the amounts of; \$9,525.23 per month for first year and \$9,810.99 per month for the second year.

ALTERNATIVES:

Your Board could choose not to approve the Amendment. This is not recommended as HHS and Probation would be without an office location for numerous employees in Bishop.

OTHER AGENCY INVOLVEMENT:

County Counsel for review Auditors for review and payments

FINANCING:

The lease payment comes from both HHS and Probation budgets object code 5291 Office, Space & Site Rental, and contingent upon the adoption of all future budgets.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCE SESSION AND RELATED ITEMS (Must be reviewe Counsel prior to submission to the board clerk.) Approved:	ed and approved by County
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS	```
	approved by the auditor/controller prior to submission	to the board clerk.)
C	Approved:	Date 4/16/19
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be rev	iewed and approved by the
	director of personnel services prior to submission to the	ne board clerk.)
	Approved:	Date
DEPARTMENT HEAD SI		Du Alzalia
(Not to be signed until all app	provais are received)	Date: $4/24/19$

JAMES A. GINSBURG

Attorney at Law 433 North Camden Drive, Suite 500 Beverly Hills, California 90210 Telephone (310) 278-2511 Facsimile (310) 278-2991 email: James@jamesglaw.com

March 19, 2019

BY EMAIL

County of Inyo 912 N. Main Street Bishop, California 93526

Attn: Shannon Williams

Re: Amendment to Lease for Spaces at 912, 914, 916 and 918 North Main Street, Bishop, CA

Dear Shannon:

In accordance with your discussions with Landlord's Property Manager, I have attached an Amendment to your Lease extending the term for 2 years at the monthly rent stated in the Amendment.

If everything meets with your approval, please make two copies and sign them. Send the copies to me and I will have them signed by the Landlord and return a fully signed copy to you.

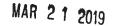
If you have any questions, please contact me.

Very trul yours. mes A. Ginsburg

JAG:wg Attachment L:\Bilak\KmartBishop\CntyInyo_Williams_amdmtLtr.wpd

cc: Public Works Dept. P.O. Drawer 1 Independence, CA 93526

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COBATY COBATY This Amendment No. 2 of Lease ("Amendment") is entered into effective as of March 18, 2019 (the "Effective Date"), by and between The Denver Gardens Company LLC, a California limited liability company ("Landlord") and County of Inyo ("Tenant"), and made with reference to the following facts:

A. Landlord is the owner of the Bishop Shopping Center in Bishop, California (the "Shopping Center").

B. Tenant leases space from Landlord at the Shopping Center commonly known as 912, 914, 916 and 918 North Main Street, Bishop, California (the "Premises") pursuant to a written lease dated March 8, 2008, as amended (collectively the "Lease").

C. The term of the Lease expires on April 30, 2019. Landlord and Tenant desire to extend the term of the Lease for 2 additional years in accordance with the provisions in this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. <u>Term of Extension of Lease</u>. The term of the Lease is extended for 2 additional years from May 1, 2019, and expiring on April 30, 2021 (the "Extended Term").

2. <u>Rental for the Extended Term</u>. Tenant agrees to pay to Landlord, in advance, as rental for the Premises during the Extended Term, without deduction, offset, prior notice or demand, Minimum Monthly Rent as follows:

-	Minimum
Time Period	Monthly Rent
May 1, 2019 - April 30, 2020	\$9,525.23
May 1, 2020 - April 30, 2021	\$9,810.99

3. Acceptance of Premises. As of the effective date of this Amendment and continuing throughout the Extended Term, Tenant will be in possession of the Premises. Tenant has inspected the Premises, knows the physical condition of the Premises and accepts the Premises in its "as-is" condition on the Effective Date, without any representations or warranties, express or implied, by Landlord. Tenant acknowledges that Landlord is not required to perform any work to the Premises under this Amendment.

4. <u>Security Deposit</u>. Tenant acknowledges that Landlord is currently not holding a security deposit.

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5. <u>Ratification</u>. The Lease, as amended by this Amendment, continues in full force and effect throughout the Extended Term and is ratified, confirmed and approved.

6. Interpretation. No provision of this Amendment is to be interpreted for or against any party because the party or that party's legal representative drafted such provision. Nothing in this Amendment is for the benefit of any one not a direct party to this Amendment. To the extent that there is any variance, difference or inconsistency between a provision of this Amendment and a provision of the Lease, the provision of this Amendment will control and prevail. All capitalized terms which are not defined in this Amendment are to have the same meaning as contained in the Lease. Landlord and Tenant are sometimes individually referred to as a "party" and collectively as the "parties".

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the Effective Date.

TENANT:

LANDLORD:

County of Inyo

The Denver Gardens Company LLC

By:_____

By:_

Name:_____

Title:_____

L:\Bilak\KmartBishop\CountyInyo_LeaseAmd2.wpd 03/18/19

James A. Ginsburg, Vice President

BOARD OF SUPERVISORS On COUNTY OF INYO	For Clerk's Use Dnly: AGENDA NUMBER 34
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FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: $Max \sim 7 2019$

SUBJECT: Authorize blanket purchase order for Miller's Towing.

DEPARTMENTAL RECOMMENDATIONS:

1) Authorize and approve blanket purchase orders for Miller's Towing in the \$11,000 for Fiscal Year 2018-2019 for use in the Public Works Department.

SUMMARY DISCUSSION:

The Road Department had an incident where one of it pieces of equipment; a County front end loader # 2890 went off the side of the road on Horseshoe Meadows road. Due to the steepness of the terrain and complexity of the recovery, it was determined that internal recovery was not possible. The Road Department has secured the services of Millers Towing to assist in the recovery. The cost of this recovery will exceed the \$10,000 threshold per vendor, per Department and we are requesting approval for this purchase order.

"Public Works is a large department operating off nearly thirty (30) budgets. According to Inyo County Purchasing and Contracting Policy and Procedure Manual Section II. Departmental Responsibilities G. Blanket Purchase Orders, "With the additional delegation of purchase authority to Department Heads, it is anticipated that repetitive purchases may still be most appropriately handled by establishing blanket purchase orders with specific vendors. 2.) When the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." And Section VII. Special Instructions, G. Consolidation of Departmental Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requests should be consolidated and submitted in accordance with these schedules. Goods and supplies shall be ordered in and consistent with future needs and available storage space."

ALTERNATIVES:

Your Board could choose not to authorize the Department Purchasing Authority increase or approve the blanket purchase orders. This is not recommended, as some of the items have been purchased and the others may need to be purchased for an emergency.

OTHER AGENCY INVOLVEMENT:

Office of the County Counsel

<u>FINANCING</u>: This purchase will be paid from Road funds Budget 034600 object 5265 professional services.

APPROVALS COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDIN	ANCES AND CLOSED S	SESSION ANI	O RELATED ITEMS
& Usuchla	(Must be reviewed and approved by County Counsel prior to submission	n to the board clerk) Approved:	Yes	Date5/1/19
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED I'	Approved:	102	Dats
v	clerk.)	Approved:	N/A	Date
DEPARTMENT HEA (Not to be signed until all ar	D SIGNATURE:	Date: S/	1/19	



AGENDA REQUEST FORM BOARD OF SUPERVISORS

For Clerk's Use Only:

AGENDA NUMBER

COUNTY OF INYO Consent Departmental Correspondence Action Public Hearing Schedule time for

Closed Session

Informational

35

FROM: Road Department

FOR THE BOARD MEETING OF: May 7, 2019

 \boxtimes

SUBJECT: Agreement for 2018/2019 Federal Apportionment Exchange and State Match Program for Regional Surface Transportation Program (RSTP) Exchange Funds

DEPARTMENTAL RECOMMENDATIONS:

- A. Approve the 2018/2019 Federal Apportionment Program Federal Exchange and State Match Program, Agreement No. X19-5948(095), with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not to exceed amount of \$773,353; and
- B. Authorize the Chairperson of the Board of Supervisors to sign the Agreement.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Section 182.6 of the Streets and Highways Code allows counties of less than 200,000 people to exchange Regional Surface Transportation Programs (RSTP) Federal funds provided under the "Fixing America's Surface Transportation Act" (FAST) for nonfederal State Highway Account funds. In addition, Section 182.9 of the Streets and Highways Code requires the allocation of unobligated State Matching moneys from the State Highway Account to counties choosing to exchange their Federal funds. The State funds are not restricted, whereas the Federal funds are restricted to work on roads that have a Federal designation (otherwise known as "On-System" Roads). Consequently, the exchange for State funds allows the Road Department a greater degree of discretion and flexibility in how the funds are spent on maintenance of County streets and roads.

In order to streamline the exchange of funds, Caltrans offers the exchange directly to eligible counties and prepares the Fund Exchange Agreement in advance.

Annually, this agreement is usually received during the fourth quarter of the current fiscal year and it normally takes somewhere between four and six months to complete processing of the agreement and invoice and to receive actual payment of the RSTP funds. As a result, the funds are usually received during the following fiscal year. The Road Department will budget the FY 2018/2019 funds for expenditure during FY 2019/2020.

ALTERNATIVES:

The only alternative would be to not approve the Agreement or authorize execution of the Agreement. This is not recommended since these funds are a significant source of funding for the Road Department and they are essential to continue with necessary road work and maintenance.

OTHER AGENCY INVOLVEMENT:

Caltrans will process the Agreement and make payment of the funds. County Counsel and the Auditor's Office have reviewed the agreement.

FINANCING:

These funds are budgeted in the FY 2019/2020 Road Budget, Budget Unit 034600, Object Code 4484, Regional Surface Transportation Program Funds.

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORI	DINANCES AND CLOSED SESSION AND R	ELATED ITEMS (Must be
Grace Chuchla	reviewed and approved by County Counsel	Approved:	Date 4/19/1
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATE submission to the board clerk.)	D ITEMS (Must be reviewed and approved by	the auditor/controller prior to
\mathcal{O}	~0	Approved:	Date 4/23
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (M submission to the board clerk.)	lust be reviewed and approved by the director of	f personnel services prior to
	Submission to the bound electric)	Approved:	Date

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

Date: 4/23/19

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

09 INYO District County

Agreement No. X19-5948(095) AMS Adv ID:0919000049

THIS AGREEMENT is made on ______, by the COUNTY of INYO, a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP/RSTBGP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$673,353.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2018/2019.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

For Caltrans Use Only					
I hereby Certify upon my	own personal know	ledge that budge	eted funds are available for th	nis encumbrance	
	essamine	Pelos	Accounting Officer	Date 4/8/2019	\$773,353.00
)	/)			

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION **PROGRAM SUPPLMENT AND CERTIFICATION FORM** PSCF (REV. 01/2010)

			Page 1 of 1
TO: STATE CONTROLLER'S OF Claims Audits	FICE	DATE PREPARED: 4/8/2019	PROJECT NUMBER: 0919000049
3301 "C" Street, Rm 404 Sacramento, CA 95816		REQUISITION NUMBER / CONTRACT NUMBE RQS 091900000150	ER:

FROM:

Department of Transportation

SUBJECT:

Encumbrance Document

VENDOR / LOCAL AGENCY: COUNTY OF INYO

\$ 773,353.00 PROCUREMENT TYPE:

Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
29	2018	2660-102-0042	2018/2019	2030010830	2170/0000	\$ 100,000.0
29	2018	2660-102-0042	2018/2019	2030010840	2240/0400	\$ 673,353.0
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ADA Notic For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2018/2019.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$773,353.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL government shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget

Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized

DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA Department Of Transportation	COUNTY OF INYO
By: Office of Project Implementation Division of Local Assistance	By: Title:
Date:	Date:

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AGENDA REQUEST FORM

BOARD OF SUPERVISORS COUNTY OF INYO For Clerk's Use Only: AGENDA NUMBER 36

Scheduled Time for:

X Departmental

Consent

Closed Session

Correspondence Action

Informational

Public Hearing

FROM: County Administrator By: Budget Officer Auditor Controller Budget Analyst

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Fiscal Year 2018-2019 Third Quarter Financial Report

DEPARTMENTAL RECOMMENDATION:

It is recommended that your Board:

- 1. Accept the Fiscal Year 2018-2019 Third Quarter Financial Report as presented;
- 2. Approve the specific budget action items and recommendations discussed in the report and represented in Attachments A & B, and authorize the Auditor-Controller to make the budget adjustments as listed in Attachments A & B (4/5's vote required);
- 3. Authorize the County Administrator and Auditor-Controller to make any additional year-end adjustments, as may be necessary within each fund (4/5's vote required);
- 4. Approve the Preliminary Fiscal Year 2019-2020 Budget Calendar (Attachment C) with regard to the proposed dates for the Budget Hearings and adoption of the Final Budget; and;
- 5. Direct the County Administrator and Auditor-Controller to prepare a modified rollover budget for the start of Fiscal Year 2019-2020 and present it for approval on June 11th or June 18, 2019.
- 6. Authorize the County Administrator and Auditor-Controller to transfer the balance of General Fund Contingencies on June 28th, 2019 to General Reserves and Amend the Fiscal Year 2018-2019 Budget to reflect changes if needed (4/5's vote required).

SUMMARY DISCUSSION:

Overview

Based on projections submitted by the departments, this Third Quarter Review provides an opportunity to make last-minute adjustments necessary to maintain a balanced County Budget for Fiscal Year 2018-2019 and fund some urgent and emergency items. Toward this end, your Board is being asked to authorize the budget amendments identified below and represented in Attachments A and B, as well as authorize the CAO and Auditor-Controller to make any subsequent year-end adjustments that may be necessary within each fund to

maintain a balanced budget through the end of the fiscal year. These actions require a 4/5's vote of your Board. An affirmative vote will result in no change to the Net County Cost to the General Fund.

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

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

2018-2019	Board Approved Budget	Working Budget	Third Quarter Budget
County Budget			
Revenues	97,089,512	98,023,007	99,517,699
Expenditures	100,655,178	104,918,197	105,375,451
Net County Cost	3,565,666	6,895,190	5,857,752
General Fund			
Revenues	56,651,053	56,781,603	57,276,091
Expenditures	60,772,206	62,198,866	62,693,354
Net County Cost	4,121,153	5,417,263	5,417,263

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

Process

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

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

appropriation will be exceeded by June 30th, the department head is asked to explain the reason and reduce expenditures in other object codes.

Looking Ahead & Outstanding Issues

As is nearly always the case, the cost of operating the County will likely face increases that are beyond its control. Given the land tenure of our County, it is also likely that increases to discretionary revenues will be limited at best. What follows is a look at issues that may come into play in Fiscal Year 2019-2020. This, along with the information submitted by the departments as part of the Fiscal Year 2019-2020 budget process, will inform the preparation of the next year's CAO recommended budget.

State & Federal Budgets

The County Budget relies significantly on state and federal funding, and the State and Federal budgets always have the potential to negatively impact the County Budget.

Pending the May Revise, the Governor's Proposed Budget for Fiscal Year 2019-2020 does not appear to pose a significant or immediate threat to the County Budget.

Personnel Costs

In addition to needing to absorb wage increases planned for and approved in existing labor contracts, negotiations have just begun with the Deputy Sheriff's Association (DSA). The Fiscal Year 2018-2109 Budget will need to fund the cost of any agreement reached with DSA

<u>Health Insurance</u>. For planning purposes, the Personnel-Module for the Fiscal Year 2019-2020 Budget uses 6% as a placeholder for estimating the possible increases in employee health insurance costs.

Property Tax Revenue

LADWP Land Valuations. The State Board of Equalization has notified the Assessor's Office that the valuation for the City of Los Angeles Department of Water and Power (LADWP) owned land in Inyo County will increase for the seventh year in a row. As your Board is aware, Los Angeles' property tax payments are calculated using the Constitutionally-prescribed Phillips Formula, and account for about 48% of the County's secured property tax roll. As reported by the County Assessor, in Fiscal Year 2019-2020, LADWP property tax payments will increase by 6.142%, which translates into approximately \$320,000 in additional revenue coming to the County. This is down slightly from the 6.2077% increase in the Phillips Formula adjustments the County enjoyed from last year.

<u>Unsecured Taxes.</u> Similar to last year, recent supplemental assessments and roll changes enrolled by the Assessor, indicate a continued decline in the taxes paid by the Coso geothermal power plant – which represents 90% of the unsecured property tax roll. – The 2019 property tax assessment will not be known until at least July.

<u>"Payments in Lieu of Taxes" (PILT</u>). On February 15, 2019, the President signed the Consolidated Appropriations Act, 2019, which appropriated full funding for PILT. The Department of Interior has initiated the Fiscal Year 2019 PILT data collection process and is in the process of preparing the necessary calculations to issue payments by June 30, 2019 to counties. In Fiscal Year 2018-2019 the County received \$1,879,508 in

Agenda Request Page 4

PILT funding, which accounts for 7.5% of revenues in the General Revenues & Expenditures budget and 3.3% of all general fund revenues.

Hotel Transient Occupancy Tax and Other Locally Derived Revenues

<u>Hotel Transient Occupancy Tax (HTOT) Revenue.</u> As reported as part of the Mid-Year Financial Report, the completion of renovation at the Furnace Creek Resort has continued to provide better than expected HTOT revenue for this fiscal year's budget. The County has met their original budgeted projection for the entire year and is anticipating an excess of \$1.2 million over revenue projections. The Third Quarter budget is recommending an increase in the HTOT revenue by \$600,000. When the Fiscal Year 2018-2019 budget was prepared, Furnace Creek Resort was still holding rooms off-line and there was some uncertainty to what effect this would have on HTOT revenue causing a conservative approach to be taken in budgeting the revenue. Now both second and third quarters have come in exceeding projections and last year's actuals, giving the budget team some sense of stability and next year's revenue estimates will be on an upward trend.

<u>Sales Tax.</u> The County has nearly met its budgeted projections for Sales and Use Tax this year at \$1,227,269 with three payments still to come. The Fiscal Year 2018-2019 actuals will not out match last year's \$1,767,474 but that can easily be accounted for with the construction coming to an end at the Furnace Creek Resort, and the Government shutdown. Sales and Uses Tax tends to be a volatile revenue that needs to be watched closely and budgeted with a conservative nature.

We have commenced preparation of the Fiscal Year 2019-2020 Budget, and departments are completing their inputs for the Fiscal Year 2019-2020 Department Requested Budget. Once the Department Requested Budget process is complete, this information will provide an even clearer picture of how the County department's budget requests combine with some of the items identified here. Departmental budget requests are due on Friday, May 17th.

General Reserves

One of the goals set by the budget team during the Fiscal Year 2018-2019 budget process was to review General Reserves and Economic Stabilization funding levels and strategies. The County's current General Reserve policy requires "3% of total current fiscal year General Fund expenditures" to be reserved in case of unforeseeable events. Currently, the General Reserve fund holds \$3,329,913 or 5.3% of General Fund expenditures; this is a little more than 1/2 months' worth of General Fund expenditures. While the County has exceeded its funding policy for General Reserves, the current balance does not leave the budget team with a strong level of confidence at the end of day. If a disaster was upon us there would not be sufficient funds to cover the needs of the county.

The Government Finance Officers Association (GFOA) now is recommending as a best practice for cities and counties to be prepared for financial hardships and unexpected events to fund their general reserves at 16% or at least two months of operational costs. To bring the County's General Reserve to GFOA standards, the General Reserve fund would have to be increased to \$10,030,936. In addition to General Reserve, the County also holds an Economic Stabilization Fund with \$3,305,823. The Economic Stabilization Fund was established in the event of unexpected decreases in revenues and /or increases in expenditures which cannot be absorbed within the existing County budget appropriated for that fiscal year, including any appropriations for contingency funds. Together, both reserve funds total \$6,635,736 or 10.5% of General Fund expenditures.

The County's current financial position does not allow for the funding of a General Reserve at 16% or 10 million dollars but there are strategies to put into play that can help move us towards that goal. One of those

strategies is presented in the third quarter financial report department recommendation under item #6. Your Board is being asked to authorize the transfer of any unspent General Fund Contingencies at the end of the year to General Reserves. If approved, this could add an estimated \$450,000 to General Reserves this fiscal year.

Fund Balance

Last year the CAO Recommended Budget was balanced using \$3,859,476. Fund balance came in at \$4,121,153, and your Board chose to put the additional funding in the OPEB Trust and to increase General Fund Contingencies. If there are no changes in General Fund revenues or expenses for Fiscal Year 2019-2020, this year's (Fiscal Year 2018-2019) General Fund Budget will need to yield over \$3.8 Million in Fund Balance in order for your Board to be able to adopt a status quo budget for the coming Fiscal Year.

This is important because, as described herein, even without yet knowing the revenue and expense projections in the Fiscal Year 2019-2020 Department Requested Budget, we know costs – primarily personnel-related costs – are going up. It is less certain, however, if in combination various General Fund revenue streams will increase sufficiently to keep pace with these increased costs and possible decreases in General Fund Balance.

Fiscal Year 2018-2019 Third Quarter Status

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

GENERAL FUND:

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

Agriculture Commissioner (023300). Revenues and expenditures increased by \$17,734 due to an increase in Pesticide Regulatory Activities revenue.

Animal Control (023900). Revenues and expenditures increased by \$160 to recognize additional funding that will be used for increased cell phone expenses.

Assessor (010600.) The revenues and expenditures are reduced by a total of \$57,734; there is an increase of \$2,266 in Other Revenue and an increase of \$2,266 in General Operating to purchase additional supplies and a decrease of \$60,000 in Operating Transfers In and a decrease of \$60,000 in Contingencies. This still leaves \$5,000 in Contingencies to possibly fund a Geothermal Study. The Geothermal Royalties budget has been reduced accordingly.

Board of Supervisors (010100). The Contingencies object code in this budget is reduced by \$10,000 and Other Agency Contributions is increased by \$10,000 in order to facilitate the payment to ESCOG for services provided in Fiscal Year 2018-2019.

Contingencies (087100). The General Fund Contingencies budget is reduced by a total of \$51,819 to fund: the abatement expenses of property (-\$1,500); recognize additional revenue in the Inyo County Gold budget (\$635); recognize reimbursement from Social Security in the General Relief budget (\$4,046); and an increase in Maintenance – Building & Grounds budgeted expenditures due to higher utility costs (-\$55,000). There remains a total of \$491,968 in the Contingencies budget.

District Attorney (022400). The revenues and expenditures increased by \$3,988 to recognize prior year funds which will allow for the purchase of additional equipment.

General Relief (056500). Revenues in this budget increased by \$4,046 to recognize reimbursements from Social Security. General Fund Contingencies have been adjusted.

General Revenues and Expenditures (011900). Revenue in this budget increased by \$600,000 to recognize a more realistic projection of HTOT since the Furnace Creek Resort came back on-line. The Operating Transfers Out object code was increased by \$600,000, as well, to facilitate a transfer to the Economic Stabilization Fund. Since this year's HTOT has come in far better than could have been projected, the Budget Team would like to take this opportunity to shore-up the Economic Stabilization Fund. By doing so, the Budget Team will have a higher comfort level in more aggressive revenue projection in next year's budget preparation, if appropriate. The Economic Stabilization fund was established to offset unexpected decreases in revenue and / or increases in expenditures which cannot be absorbed within the existing County Budget appropriated for that fiscal year, including any appropriation for contingency funds. In addition to these changes, the expenditures increased by \$1,500 to fund abatement expenses. Contingencies have been reduced as discussed above.

Health (045100). Revenues and expenditures increased by \$3,500 to recognize the Medication Assisted Therapy grant funding.

Information Services (011801). The revenues and expenditures in this budget increased by \$18,800 to recognize additional revenue and fund higher copier lease and utility expenses.

Inyo County GOLD (056100). The revenues increased by \$635 to recognize additional revenue. General Fund Contingencies are increased as discussed above.

Jail – General (022900). Revenues and expenditures increased by \$200 to recognize additional funding and purchase additional operating supplies.

Jail Security Project (022706). The expenditures and revenues are reduced by \$16,340, representing the actual expense of the contract and additional replacement equipment.

Maintenance – Building & Grounds (011100). Revenues and expenditures increased by \$55,000 due to higher utility expenses this fiscal year, however, the Budget Team reduced the revenues back down by \$55,000 and increased the use of General Fund Contingencies by that amount, as discussed above.

Parks & Recreation (076999). Revenues and expenditures have been increased by \$9,671 to recognize additional State Grant funding and additional revenue in Rents and Leases.

Personnel (010800). Personnel Contingencies is reduced by \$75,000 to cover additional Professional Services contracts.

Public Works (011500). Revenues and expenditures are reduced by \$89,123 to accurately reflect external county charges in the revenue and staffing vacancies in the expenditures.

Sheriff – General (022700). The revenues and expenditures are reduced by \$1,049 to recognized reductions in revenue.

Non-General Fund:

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

Abatement (010403). This budget is increasing revenues and expenditures by \$1,500 to fund abatement expenses.

Bishop Airport (150100). The revenues and expenditures in this budget are increasing by \$400,164 due to increased sales and purchase of jet fuel.

Cannabis Regulation – **General Operating (023301).** Expenditures and revenues in this budget are being reduced by \$234,421 to more accurately reflect the actuals in this fiscal year.

First Five Commission (643000). Revenues are increased by \$1,879 in order to recognize additional interest. The fund balance for this budget has been increased.

Geothermal Royalties (010406). The Operating Transfers Out object code has been reduced by \$60,000 as discussed above in the Assessor's budget.

Motor Pool Operating (200100). Revenues and Expenditures have been increased by \$113,835: \$100,000 to facilitate the purchase of a new system that will assist in the reserving of motor pool vehicles, allow tracking of the mileage, provide billing statements, and track the vehicles maintenance schedules, and \$13,835 to recognize insurance payments and increased maintenance of equipment.

Motor Pool Replacement (200200). Operating Transfers Out is increased by \$100,000 for the new motor pool system discussed above.

Owens River Water Trail Grant (621902). This budget is reduced down to \$0 in both revenues and expenditures. CEQA completion is required before any of the grant could be expended and this will not occur in the current fiscal year.

Recycling & Waste Management (045700). Revenues have been increased by \$490,099 to recognize the revenues from the Treasury Loan approved by the Board of Supervisors for the purchase of a new compactor. Expenditures have been increased by \$8,099 to recognize additional funds for the compactor, as \$482,000 was originally in the Board Approved Budget.

Road Projects – State Funded (034601). Revenues and expenditures are increased by \$12,000 for a new striping project.

Salt Cedar Project (024502). The expenditures in this budget are reduced by \$3,000 to more accurately represent the actual expenses. The net cost to fund is reduced accordingly.

Water Department (024102). The revenues in this budget are increased by \$115,000; \$110,000 is increased for the Boating and Waterway Grant that was approved by the Board on 03/26/2019 and \$5,000 is increased in interest to recognize actual revenue. Expenditures in this budget are increased by \$124,441 for the Boating and Waterway Grant and increases in contracts that were approved by the Board. There is sufficient fund balance to cover the increase.

FISCAL YEAR 2019-2020 BUDGET PROCESS

As discussed above, the Fiscal Year 2019-2020 Budget process is underway; a kick-off meeting with all County departments occurred on Monday, April 15, 2019. County departments will continue to use the "Budget Buddy" to prepare their Department Requested budgets. The Budget Buddy was created three years ago as a Service Redesign initiative that reduces the number of forms that departments need to complete while providing the Budget Team with additional details that assist in making decisions about budget recommendations. The Personnel Module (PMod) is also included in the "Budget Buddy" to help improve the accuracy of department calculations and further streamline the budget process.

All departmental budget requests are due on Friday, May 17, 2019. The Budget Team will review the overall funding requests and revenue projections to further develop its strategy for approaching next year's budget. Departmental budget meetings are scheduled from June 12th to June 26th, to review budget requests and develop the CAO Recommended Budget for Fiscal Year 2019-2020. A copy of the Preliminary Fiscal Year 2019-2020 Budget Calendar is provided as Attachment C.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

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

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must the reviewed and approved by county counsel prior to submission to the board clerk.)	e
	Approved:Date	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior submission to the board clerk.) Approved: Date	0
DEPARTMENT HEAD (Not to be signed until all app (The Original plus 14 copies of	vals are received) Date: SIGIY	-

BUD023 - Income Statement - General Fund 3rd Quarter FY 2018-19

Run Date: 04/30/2019		% of Budget	3rd Quarter Budget	Actual as of 3/31/19	% of Actual to Budget	YTD as of 3/31/18
REVENUES BY TYPE			Dudget	5/5//18	to Budget	3/31/16
		04 70/	10 153 113	0.000 7 17		
TAXES - PROPERTY TAXES - OTHER		21.7%	12,457,447	8,262,747	66.3%	7,569,630
		5.5%	3,153,500	2,024,229	64.1%	1,693,387
TAXES - SALES		2.1%	1,245,500	1,082,095	86.8%	1,289,151
		1.2%	694,886	404,019	58.1%	608,754
FINES & FORFEITURES		2.1%	1,218,227	697,764	57.2%	833,373
RENTS & LEASES		0.0%	12,302	12,301	100.0%	10,961
REV USE OF MONEY & PROPERTY		0.7%	404,406	434,813	107.5%	170,383
AID FROM OTHER GOVT AGENCIES		46.4%	26,583,619	14,595,739	54.9%	16,878,487
CHARGES FOR CURRENT SERVICES		14.4%	8,291,498	4,635,144	55.9%	4,948,826
OTHER FINANCING SOURCES		5.5%	3,159,215	2,619,879	82.9%	68,338
OTHER REVENUE		0.0%	55,491	53,700	96.7%	83,029
	Total Revenues by Type	100.0%	57,276,091	34,822,436	60.7%	34,154,325
EXPENDITURES BY OBJECT CATEGO	RY					
SALARIES & BENEFITS		65.3%	40,973,862	28,328,923	69.1%	26,414,343
SERVICES & SUPPLIES	,	17.2%	10,844,841	7,139,351	65.8%	4,770,701
INTERNAL CHARGES		7.8%	4,939,544	3,336,706	67.5%	3,215,529
OTHER CHARGES		6.4%	4,067,139	1,949,705	47.9%	2,217,996
DEBT SERVICE PRINCIPAL		0.1%	66,899	33,355	49.8%	33,023
DEBT SERVICE INTEREST		0.0%	7,202	3,694	51.2%	4,026
FIXED ASSETS		0.1%	101,100	14,855	14.6%	26,211
OTHER FINANCING USES		1.5%	966,082	256,726	26.5%	845,738
RESERVES		1.1%	726,685	230,720	20.376	040,730
			, 20,000			
	Total Expenditures	100.0%	62,693,354	41,063,319	65.4%	37,527,570
	Change in Fund Balance		(5,417,263)	(6,240,883)	115.2%	(3,373,244)

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BUD023 - Income Statement - General Fund 3rd Quarter FY 2018-19

Run Date: 04/30/2019		3rd Quarter	Actual as of	% of Actual	YTD as of
	% of Budget	Budget	3/31/19	to Budget	3/31/18
EXPENDITURES BY DEPARTMENT					
AGRICULTURAL COMMISSIONER					
AGRICULTURAL COMM / SEALER ASSESSOR	0.9%	618,461	430,043	69.5%	408,609
ASSESSOR	1.7%	1,102,543	646,602	58.6%	552,113
AUDITOR - CONTROLLER					
AUDITOR CONTROLLER - GENERAL	1.8%	1,176,462	868,347	73.8%	575,565
GENERAL REVENUE & EXPENDITURES BOARD OF SUPERVISORS	3.9%	2,474,022	849,001	34.3%	1,544,665
BOARD OF SUPERVISORS CAO CULTURAL SERVICES	1.1%	707,734	388,478	54.8%	398,132
ADVERTISING COUNTY RESOURCES	0.4%	285,839	162,008	56.6%	115,862
COUNTY LIBRARY	0.8%	555,475	369,001	66.4%	335,031
LAW LIBRARY	0.0%	27,397	10,458	38.1%	8,485
MUSEUM - GENERAL CAO MP, SOLID WASTE & PARKS	0.3%	249,781	182,984	73.2%	177,398
PARKS & RECREATION CORONER	1.8%	1,144,734	780,502	68.1%	655,010
CORONER COUNTY ADMINISTRATIVE OFFICER	0.3%	194,275	138,511	71.2%	111,989
CAO - GENERAL	1.2%	010 705	512 240	62.08/	400.005
CAO ECONOMIC DEVELOPMENT	1.2%	813,725 758,994	512,240 575,709	62.9% 75.8%	492,365
CONTINGENCIES - GENERAL	0.7%	491,968	575,709	75.0%	22,917
GRANTS IN SUPPORT	0.1%	116,109	112,785	97.1%	69,705
INFORMATION SERVICES	3.1%	1,977,818	1,478,016	74.7%	1,129,146
OFFICE OF DISASTER SERVICES	0.2%	157,431	99,126	62.9%	42,203
PERSONNEL	2.3%	1,448,558	939,001	64.8%	403,933
PUBLIC DEFENDER	1.3%	828,900	566,399	68.3%	553,979
RISK MANAGEMENT	0.5%	332,650	206,187	61.9%	175,992
COUNTY CLERK		002,000	200,101	01.078	170,002
COUNTY CLERK - GENERAL	0.4%	303,693	225,909	74.3%	198,979
ELECTIONS COUNTY COUNSEL	0.4%	302,060	209,424	69.3%	156,982
COUNTY COUNSEL DISTRICT ATTORNEY	1.2%	803,309	568,971	70.8%	528,315
DISTRICT ATTORNEY	2.0%	1,271,094	894,560	70.3%	817,587
DISTRICT ATTORNEY - SAFETY	0.7%	486,401	358,065	70.3%	346,678
ENVIRONMENTAL HEALTH	0.770	400,401	556,005	75.078	340,070
ENVIRONMENTAL HEALTH - GENERAL FARM ADVISOR	1.5%	950,359	649,290	68.3%	491,281
FARM ADVISOR	0.1%	117,799	82,126	69.7%	63,850
HEALTH & HUMAN SERVICES	2.770	,	52,.20	55.7 /5	00,000
CALIFORNIA CHILD SERVICE-ADMIN	0.1%	109,066	61,769	56.6%	60,090
CALIFORNIA CHILDREN SERVICE	0.0%	22,167	6,193	27.9%	3,935
CHILD HLTH AND DISABILITY PREV	0.1%	114,916	58,038	50.5%	47,704
COMMUNITY MENTAL HEALTH	10.9%	6,855,451	4,232,715	61.7%	3,896,485
FOSTER CARE - GENERAL	0.9%	600,000	220,970	36.8%	262,867
GENERAL RELIEF	0.2%	175,000	94,426	53.9%	122,682

BUD023 - Income Statement - General Fund 3rd Quarter FY 2018-19

Run Date: 04/30/2019		3rd Quarter	Actual as of	% of Actual	YTD as of
	% of Budget	Budget	3/31/19	to Budget	3/31/18
HEALTH - GENERAL	3.3%	2,128,484	1,285,061	60.3%	1,135,573
INYO COUNTY GOLD	0.6%	419,702	314,229	74.8%	385,564
SOCIAL SERVICES - GENERAL	11.0%	6,956,893	4,487,578	64.5%	4,295,791
TANF (AFDC)	1.1%	725,000	473,429	65.3%	527,763
PERSONNEL					
INSURANCE, RETIREMENT, OASDI	4.3%	2,749,274	2,068,691	75.2%	1,962,805
PLANNING					
PLANNING & ZONING	1.1%	720,026	489,249	67.9%	495,943
PROBATION					
JUVENILE INSTITUTIONS	2.6%	1,668,920	998,526	59.8%	1,014,734
OUT OF COUNTY-JUVENILE HALL	0.3%	239,525	149,868	62.5%	105,230
PROBATION - GENERAL	2.7%	1,751,349	1,217,901	69.5%	1,137,926
PUBLIC ADMINISTRATOR					
PUBLIC ADMINISTRATOR	0.3%	220,515	114,791	52.0%	97,896
PUBLIC WORKS					
BUILDING & SAFETY	0.5%	363,665	215,648	59.2%	243,709
MAINTENANCE-BUILDING & GROUNDS	2.5%	1,615,985	1,218,764	75.4%	1,021,666
PUBLIC WORKS	1.1%	726,477	551,358	75.8%	540,928
SHERIFF					
ANIMAL CONTROL - GENERAL	1.1%	700,778	462,295	65.9%	438,453
DNA	0.0%	10,000	2,499	24.9%	
JAIL - CAD RMS PROJECT	0.0%	23,143	23,143	100.0%	22,588
JAIL - GENERAL	3.9%	2,470,076	1,813,007	73.3%	1,621,013
JAIL - SAFETY PERSONNEL	3.2%	2,043,010	1,485,547	72.7%	1,501,314
JAIL - STC	0.0%	46,851	18,277	39.0%	15,306
JAIL SECURITY PROJECT	0.0%	43,660	29,442	67.4%	21,112
KITCHEN SERVICES	1.3%	871,971	613,875	70.4%	654,831
RAN	0.0%	56,795	32,078	56.4%	17,079
SHERIFF - GENERAL	4.1%	2,589,521	1,837,736	70.9%	1,673,860
SHERIFF - SAFETY PERSONNEL	8.1%	5,134,243	3,694,827	71.9%	3,394,213
VETERANS SERVICE OFFICER	0.2%	140,218	82,457	58.8%	83,394
TREASURER					
TTC GENERAL	1.0%	678,722	394,583	58.1%	336,120
TRIAL COURT					
GRAND JURY	0.0%	24,360	10,578	43.4%	12,195
	100.0%	62,693,354	41,063,319	65.4%	37,527,570

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BUD020 - THIRD QUARTER BUDGET REVIEW

AS O	F DATE: 03/31/2019	9 RUN

DATE:04/30/2019

	Dries Astuals		Working	Third Quarter
	Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Budget FY 2018-19	Budget FY 2018-19
RICULTURAL COMMISSIONER				11201010
AG COMM/SEALER				
023300 AGRICULTURAL COMM / SEALER				
REVENUES				
4100 LICENSES & PERMITS	71,673	65,121	69,168	69,343
4400 AID FROM OTHER GOVT AGENCIES	227,621	162,943	276,791	276,149
4600 CHARGES FOR CURRENT SERVICES	88,176	30,063	160,968	179,169
TOTAL REVENUES	387,470	258,127	506,927	524,661
EXPENDITURES				
5000 SALARIES & BENEFITS	430,979	367,005	494,987	513,071
5100 SERVICES & SUPPLIES	28,408	16,603	29,468	29,118
5200 INTERNAL CHARGES	98,597	46,439	76,272	76,272
TOTAL EXPENDITURES	557,984	430,047	600,727	618,461
-	-			
023300 NET COST	(170,514)	(171,920)	(93,800)	(93,800
AG COMM/SEALER NET COST	(170,514)	(171,920)	(93,800)	(93,800
AGRICULTURAL COMMISSIONER NET COST	(170,514)	(171,920)	(93,800)	(93,800)
ESSOR				
ASSESSOR				
010600 ASSESSOR				
REVENUES				
4800 OTHER FINANCING SOURCES	3,900		77,000	17,000
4900 OTHER REVENUE	8,922	6,833	6,200	8,466
TOTAL REVENUES	12,822	6,833	83,200	25,466
EXPENDITURES				
5000 SALARIES & BENEFITS	713,913	608,744	1,043,397	1,043,397
5100 SERVICES & SUPPLIES	18,656	17,010	22,000	24,266
5200 INTERNAL CHARGES	29,449	20,850	29,880	29,880
5900 RESERVES			65,000	5,000
TOTAL EXPENDITURES	762,018	646,604	1,160,277	1,102,543
Í				
010600 NET COST	(749,196)	(639,771)	(1,077,077)	(1,077,077)
ASSESSOR NET COST	(749,196)	(639,771)	(1,077,077)	(1,077,077)
ASSESSOR NET COST	(749,196)	(639,771)	(1,077,077)	(1,077,077)
	,			(.,,

AUDITOR - CONTROLLER

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019 RUN DATE: 04/30/2019

					Working	Third Quarter
			Prior Actuals	YTD Actuals	Budget	Budge
			FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-19
	AUDITOR CONTROLLER - GEN	ERAL				
REVEN						
	4000 TAXES - PROPERTY		14,711	84,985	156,000	156,000
	4060 TAXES - SALES		1,767,474	1,082,095	1,245,500	1,245,500
	4600 CHARGES FOR CURRI	ENT SERVICES	2,343,113	1,706,512	2,292,561	2,292,561
	4900 OTHER REVENUE		1,097			
		TOTAL REVENUES	4,126,395	2,873,592	3,694,061	3,694,061
EXPEN	DITURES					
	5000 SALARIES & BENEFITS	3	709,423	599,571	873,541	873,541
	5100 SERVICES & SUPPLIES	5	143,944	252,480	279,653	279,653
	5200 INTERNAL CHARGES		22,946	16,297	23,268	23,268
	тс	TAL EXPENDITURES	876,313	868,348	1,176,462	1,176,462
		d .	,	,	.,	.,
		010400 NET COST	3,250,082	2,005,244	2,517,599	2,517,599
011900	GENERAL REVENUE & EXPEN	DITURES				
REVEN	UES					
	4000 TAXES - PROPERTY		12,924,038	8,177,761	12,301,447	12,301,447
	4050 TAXES - OTHER		3,280,154	1,958,672	2,482,500	3,082,500
	4100 LICENSES & PERMITS		245,180	52,126	185,064	185,064
	4200 FINES & FORFEITURE	5	1,402,567	677,088	1,135,000	1,135,000
	4350 REV USE OF MONEY 8		541,370	384,094	275,500	275,500
	4400 AID FROM OTHER GOV	/T AGENCIES	6,469,779	5,315,792	6,711,782	6,711,782
	4600 CHARGES FOR CURRE		24,966	13,056	25,500	25,500
	4800 OTHER FINANCING SC	URCES		1,879,508	1,842,476	1,842,470
	4900 OTHER REVENUE		36,391	13,910	.,	.,,
		TOTAL REVENUES	24,924,445	18,472,007	24,959,269	25,559,269
EXPEND	DITURES					
	5100 SERVICES & SUPPLIES	3	246,723	95,023	100,900	100,900
	5500 OTHER CHARGES		1,489,917	524,058	1,441,700	1,441,700
	5800 OTHER FINANCING US	ES	1,133,380	229,922	329,922	931,422
		TAL EXPENDITURES	2,870,020	849,003	1,872,522	2,474,022
		=	2,010,020	040,000	1,072,022	2,414,022
		011900 NET COST	22,054,425	17,623,004	23,086,747	23,085,247
	AUDITOR-CON	TROLLER NET COST	25,304,507	19,628,248	25,604,346	25,602,846
	AUDITOR - CON		25,304,507	19,628,248	25,604,346	25,602,846

BUD020 - THIRD QUARTER BUDGET REVIEW

			Prior Actuals	YTD Actuals	Working Budget	Third Quarte Budge
REVENUES			FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-1
	000 OTHER REVENUE		82			
40		TOTAL REVENUES	82			
		-				
EXPENDITURE	ES					
50	000 SALARIES & BENEF	ITS	458,734	352,895	604,271	583,77
	00 SERVICES & SUPPL		62,470	21,981	68,584	89,08
	200 INTERNAL CHARGE	S	22,152	13,603	19,879	19,87
	00 OTHER CHARGES				5,000	15,00
59	000 RESERVES				10,000	
		TOTAL EXPENDITURES	543,356	388,479	707,734	707,73
		010100 NET COST	(543,274)	(388,479)	(707,734)	(707,734
	BOARD OF SU	UPERVISORS NET COST	(543,274)	(388,479)	(707,734)	(707,734
	BOARD OF SI	IPERVISORS NET COST	(543,274)	(388,479)	(707,734)	(707,734
ADVERTISING COUNTY	RESOURCES	TOTAL REVENUES				
ADVERTISING COUNTY 011402 GRAN REVENUES	' RESOURCES NTS IN SUPPORT	TOTAL REVENUES				
ADVERTISING COUNTY 011402 GRAN REVENUES EXPENDITURE	Y RESOURCES NTS IN SUPPORT ES	TOTAL REVENUES				
ADVERTISING COUNTY 011402 GRAN REVENUES EXPENDITURE	RESOURCES NTS IN SUPPORT S 00 OTHER CHARGES	-	93,249	112,785	116,109	116,10
ADVERTISING COUNTY 011402 GRAN REVENUES EXPENDITURE	RESOURCES NTS IN SUPPORT S 00 OTHER CHARGES	TOTAL REVENUES	93,249 93,249	112,785 112,785	116,109 116,109	
ADVERTISING COUNTY 011402 GRAN REVENUES EXPENDITURE	RESOURCES NTS IN SUPPORT S 00 OTHER CHARGES	- TOTAL EXPENDITURES	93,249	112,785	116,109	116,10
ADVERTISING COUNTY 011402 GRAI REVENUES EXPENDITURE 550	RESOURCES NTS IN SUPPORT S 00 OTHER CHARGES	- TOTAL EXPENDITURES - 011402 NET COST	93,249 (93,249)	(112,785)	116,109 (116,109)	116,10 116,10 (116,109
ADVERTISING COUNTY 011402 GRAI REVENUES EXPENDITURE 550	RESOURCES NTS IN SUPPORT S 00 OTHER CHARGES	- TOTAL EXPENDITURES	93,249	112,785	116,109	116,10
ADVERTISING COUNTY 011402 GRAI REVENUES EXPENDITURE 550 AI CONTINGENCIES	TRESOURCES NTS IN SUPPORT S 00 OTHER CHARGES DVERTISING COUNTY I TINGENCIES - GENERA	TOTAL EXPENDITURES	93,249 (93,249)	(112,785)	116,109 (116,109)	116,10
ADVERTISING COUNTY 011402 GRAI REVENUES EXPENDITURE 550 AI CONTINGENCIES 087100 CONT EXPENDITURE	TRESOURCES NTS IN SUPPORT S 00 OTHER CHARGES DVERTISING COUNTY I TINGENCIES - GENERA	TOTAL EXPENDITURES	93,249 (93,249)	(112,785)	116,109 (116,109) (116,109)	116,10 (116,109 (116,109
ADVERTISING COUNTY 011402 GRAI REVENUES EXPENDITURE 550 AI CONTINGENCIES 087100 CONT EXPENDITURE	TRESOURCES NTS IN SUPPORT S 00 OTHER CHARGES DVERTISING COUNTY I TINGENCIES - GENERA S 00 RESERVES	TOTAL EXPENDITURES	93,249 (93,249)	(112,785)	116,109 (116,109)	116,10 (116,109 (116,109 491,96
ADVERTISING COUNTY 011402 GRAI REVENUES EXPENDITURE 550 AI CONTINGENCIES 087100 CONT EXPENDITURE	TRESOURCES NTS IN SUPPORT S 00 OTHER CHARGES DVERTISING COUNTY I TINGENCIES - GENERA S 00 RESERVES	TOTAL EXPENDITURES	93,249 (93,249)	(112,785)	116,109 (116,109) (116,109) 543,787	116,10 (116,109 (116,109 491,96
ADVERTISING COUNTY 011402 GRAI REVENUES EXPENDITURE 550 AI CONTINGENCIES 087100 CONT EXPENDITURE	TRESOURCES NTS IN SUPPORT S 00 OTHER CHARGES DVERTISING COUNTY I TINGENCIES - GENERA S 00 RESERVES	TOTAL EXPENDITURES	93,249 (93,249)	(112,785)	116,109 (116,109) (116,109) 543,787	116,10

COUNTY ADMINISTRATIVE OFFICER

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019 RUN DATE: 04/30/2019

	D · · · · ·		Working	Third Quarte
	Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Budget FY 2018-19	Budge FY 2018-1
010200 CAO - GENERAL	112017-10	FT 2010-19	F1 2010-19	F1 2010-1
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
5000 SALARIES & BENEFITS	603,208	422,143	685,889	685,88
5100 SERVICES & SUPPLIES	36,600	77,063	106,729	107,40
5200 INTERNAL CHARGES	22,968	13,035	21,107	20,43
TOTAL EXPENDITURES	662,776	512,241	813,725	813,72
010200 NET COST	(662,776)	(512,241)	(912 725)	(010 70)
510200 NET COST	(002,770)	(512,241)	(813,725)	(813,72
COUNTY ADMINISTRATIVE OFFICER NET COST	(662,776)	(512,241)	(813,725)	(813,72
DNOMIC DEVELOPMENT				
010202 CAO ECONOMIC DEVELOPMENT				
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
5000 SALARIES & BENEFITS	9,155	11,383	43,468	43,46
5100 SERVICES & SUPPLIES	46,165	564,327	715,526	715,52
5200 INTERNAL CHARGES	3,095			
TOTAL EXPENDITURES	58,415	575,710	758,994	758,99
010202 NET COST	(58,415)	(575,710)	(758,994)	(758,99
ECONOMIC DEVELOPMENT NET COST	(58,415)	(575,710)	(758,994)	(758,99
ORMATION SERVICES			<u>_</u>	(,,
UNINA LIUN JERVILEJ				
011801 INFORMATION SERVICES REVENUES				
011801 INFORMATION SERVICES		7,500		7,50
011801 INFORMATION SERVICES REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4600 CHARGES FOR CURRENT SERVICES	319,014	7,500 183,190	327,875	
011801 INFORMATION SERVICES REVENUES 4400 AID FROM OTHER GOVT AGENCIES	319,014 319,014		327,875 327,875	339,17
011801 INFORMATION SERVICES REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4600 CHARGES FOR CURRENT SERVICES		183,190		339,17
011801 INFORMATION SERVICES REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4600 CHARGES FOR CURRENT SERVICES TOTAL REVENUES		183,190		339,17 346,67
011801 INFORMATION SERVICES REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4600 CHARGES FOR CURRENT SERVICES TOTAL REVENUES EXPENDITURES	319,014	183,190 190,690	327,875	339,17 346,67 1,349,16
011801 INFORMATION SERVICES REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4600 CHARGES FOR CURRENT SERVICES TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS	319,014 1,012,591	183,190 190,690 954,011	327,875	7,50 339,17 346,67 1,349,16 597,03 31,62

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BUD020 - THIRD QUARTER BUDGET REVIEW

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AS	OF D	AIE:U	3/31	/2019	RU

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RUN DATE: 04/30/2019

			Working	Third Quarte
	Prior Actuals	YTD Actuals	Budget	Budge
	FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-1
011801 NET COST	(1,220,436)	(1,287,324)	(1,631,143)	(1,631,143
- INFORMATION SERVICES NET COST	(1,220,436)	(1,287,324)	(1,631,143)	(1 621 142
INFORMATION SERVICES NET COST	(1,220,430)	(1,207,324)	(1,031,143)	(1,631,143
OFFICE OF DISASTER SERVICES				
023700 OFFICE OF DISASTER SERVICES				
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
5000 SALARIES & BENEFITS	333	53,077	70,270	70,27
5100 SERVICES & SUPPLIES	56,464	42,808	74,197	74,19
5200 INTERNAL CHARGES	1,077	3,242	12,964	12,96
TOTAL EXPENDITURES	57,874	99,127	157,431	157,43
023700 NET COST	(57.074)	(00.407)	(457.404)	(457.404
	(57,874)	(99,127)	(157,431)	(157,431
OFFICE OF DISASTER SERVICES NET COST	(57,874)	(99,127)	(157,431)	(157,431
ERSONNEL				
010800 PERSONNEL				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	18,000	18,000	18,000	18,00
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES	7,203	18,000 8,000	18,000 8,000	
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE	7,203 1,292	8,000	8,000	8,00
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES	7,203			8,00
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE	7,203 1,292	8,000	8,000	8,00
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE TOTAL REVENUE	7,203 1,292 26,495	8,000	8,000	8,00
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE TOTAL REVENUES EXPENDITURES	7,203 1,292	8,000	8,000	8,00 26,00 514,60
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE TOTAL REVENUE EXPENDITURES 5000 SALARIES & BENEFITS	7,203 1,292 26,495 337,713	8,000 26,000 402,393	8,000 26,000 504,606	8,00 26,00 514,60 678,16
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES	7,203 1,292 26,495 337,713 252,157	8,000 26,000 402,393 522,648	8,000 26,000 504,606 615,668	8,00 26,00 514,60 678,16 26,06
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE TOTAL REVENUE 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES	7,203 1,292 26,495 337,713 252,157	8,000 26,000 402,393 522,648	8,000 26,000 504,606 615,668 23,567	8,000 26,000 514,600 678,160 26,06 229,71
 4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES 5900 RESERVES 	7,203 1,292 26,495 337,713 252,157 20,174	8,000 26,000 402,393 522,648 13,960	8,000 26,000 504,606 615,668 23,567 304,717	8,00 26,00 514,60 678,16 26,06 229,71
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES 5200 RESERVES	7,203 1,292 26,495 337,713 252,157 20,174 610,044	8,000 26,000 402,393 522,648 13,960 939,001	8,000 26,000 504,606 615,668 23,567 304,717 1,448,558	18,00 8,00 26,00 514,60 678,16 26,06 229,71 1,448,55
 4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES 5900 RESERVES 	7,203 1,292 26,495 337,713 252,157 20,174	8,000 26,000 402,393 522,648 13,960	8,000 26,000 504,606 615,668 23,567 304,717	8,000 26,000 514,600 678,160 26,06 229,71
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES 5900 RESERVES	7,203 1,292 26,495 337,713 252,157 20,174 610,044	8,000 26,000 402,393 522,648 13,960 939,001	8,000 26,000 504,606 615,668 23,567 304,717 1,448,558	8,00 26,00 514,60 678,16 26,06 229,71 1,448,55 (1,422,558
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES 5900 RESERVES TOTAL EXPENDITURES 010800 NET COST PERSONNEL NET COST	7,203 1,292 26,495 337,713 252,157 20,174 610,044 (583,549)	8,000 26,000 402,393 522,648 13,960 939,001 (913,001)	8,000 26,000 504,606 615,668 23,567 304,717 1,448,558 (1,422,558)	8,00 26,00 514,60 678,16 26,06 229,71 1,448,55 (1,422,558
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES 5900 RESERVES TOTAL EXPENDITURES 010800 NET COST PERSONNEL NET COST	7,203 1,292 26,495 337,713 252,157 20,174 610,044 (583,549)	8,000 26,000 402,393 522,648 13,960 939,001 (913,001)	8,000 26,000 504,606 615,668 23,567 304,717 1,448,558 (1,422,558)	8,00 26,00 514,60 678,16 26,06 229,71 1,448,55 (1,422,558
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES 5900 RESERVES TOTAL EXPENDITURES 010800 NET COST PUBLIC DEFENDER 022600 PUBLIC DEFENDER	7,203 1,292 26,495 337,713 252,157 20,174 610,044 (583,549)	8,000 26,000 402,393 522,648 13,960 939,001 (913,001)	8,000 26,000 504,606 615,668 23,567 304,717 1,448,558 (1,422,558)	8,00 26,00 514,60 678,16 26,06 229,71 1,448,55 (1,422,558
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES 5900 RESERVES TOTAL EXPENDITURES 010800 NET COST PERSONNEL NET COST PUBLIC DEFENDER REVENUES	7,203 1,292 26,495 337,713 252,157 20,174 610,044 (583,549) (583,549)	8,000 26,000 402,393 522,648 13,960 939,001 (913,001) (913,001)	8,000 26,000 504,606 615,668 23,567 304,717 1,448,558 (1,422,558) (1,422,558)	8,00 26,00 514,60 678,16 26,06 229,71 1,448,55 (1,422,558 (1,422,558
4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES 4900 OTHER REVENUE TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES 5900 RESERVES TOTAL EXPENDITURES 010800 NET COST PERSONNEL NET COST UBLIC DEFENDER 022600 PUBLIC DEFENDER	7,203 1,292 26,495 337,713 252,157 20,174 610,044 (583,549)	8,000 26,000 402,393 522,648 13,960 939,001 (913,001)	8,000 26,000 504,606 615,668 23,567 304,717 1,448,558 (1,422,558)	8,00 26,00 514,60 678,16 26,06 229,71 1,448,55

BUD020 - THIRD QUARTER BUDGET REVIEW

AS	OF	DATE:	03/31/2019	
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RUN DATE: 04/30/2019

	TOTAL REVENUES RVICES & SUPPLIES FERNAL CHARGES TOTAL EXPENDITURES	Prior Actuals FY 2017-18 209,178 686,463 71 686,534	YTD Actuals FY 2018-19 152,686 566,365 34	Working Budget FY 2018-19 175,500 828,800	Third Quarte Budge FY 2018-1 175,50
5100 SE		FY 2017-18 209,178 686,463 71	FY 2018-19 152,686 566,365	FY 2018-19 175,500	FY 2018-1
5100 SE		209,178 686,463 71	152,686 566,365	175,500	
5100 SE		686,463 71	566,365		175,50
5100 SE	FERNAL CHARGES	71		828.800	
5100 SE	FERNAL CHARGES	71		828.800	
	FERNAL CHARGES	71			828,80
				100	10
			566,399	828,900	828,90
	022600 NET COST	(477,356)	(413,713)	(653,400)	(653,400
	PUBLIC DEFENDER NET COST	(477,356)	(413,713)	(653,400)	(653,400
ISK MANAGEMENT					
010900 RISK MANA	GEMENT				
REVENUES					
4600 CH	ARGES FOR CURRENT SERVICES	229,601	179,461	239,282	239,28
4800 OTI	HER FINANCING SOURCES	3,791		30,368	30,36
	TOTAL REVENUES	233,392	179,461	269,650	269,65
EXPENDITURES					
	LARIES & BENEFITS	225 205	105 420	050.000	057.00
	RVICES & SUPPLIES	225,895	195,439	252,066	257,06
	ERNAL CHARGES	3,716 9,609	3,203 7,547	68,327	63,32
0200 111	TOTAL EXPENDITURES	239,220	206,189	12,257	12,25
		200,220	200,103	552,000	332,03
	010900 NET COST	(5,828)	(26,728)	(63,000)	(63,000
	RISK MANAGEMENT NET COST	(5,828)	(26,728)	(63,000)	(63,00
COUNT	Y ADMINISTRATIVE OFFICER NET COST	(3,159,483)	(3,940,629)	(6,160,147)	(6,108,32

BUD020 - THIRD QUARTER BUDGET REVIEW

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27,397

27,397

(20,397)

(20,397)

	DOD020 - THIRD QUARTER DOD				
	AS OF DATE:03/31/2019 RUN DAT	E:04/30/2019			
				Working	Third Quarter
		Prior Actuals	YTD Actuals	Budget	Budge
		FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-19
	011400 NET COST	(231,897)	(162,009)	(285,839)	(285,839
ADV	ERTISING COUNTY RESOURCES NET COST	(231,897)	(162,009)	(285,839)	(285,839)
066700 COUNT	Y LIBRARY				
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	1,589	795	2,004	2,004
	OTHER REVENUE	3,821	1,567	4,050	4,050
	TOTAL REVENUES	5,410	2,362	6,054	6,054
EXPENDITURES					
5000	SALARIES & BENEFITS	390,551	322,390	466,536	466,536
5100	SERVICES & SUPPLIES	51,347	31,868	66,172	66,172
5200	INTERNAL CHARGES	26,629	14,744	22,767	22,767
	TOTAL EXPENDITURES	468,527	369,002	555,475	555,475
	066700 NET COST	(463,117)	(366,640)	(549,421)	(549,421)
	COUNTY LIBRARY NET COST	(463,117)	(366,640)	(549,421)	(549,421)
IBRARY					
022300 LAW LII	BRARY				
REVENUES					
4200	FINES & FORFEITURES	7,117		7,000	7,000
4350	REV USE OF MONEY & PROPERTY	21			
	CHARGES FOR CURRENT SERVICES				

TOTAL REVENUES

022300 NET COST

TOTAL EXPENDITURES

LAW LIBRARY NET COST

7,138

10,618

10,618

(3,480)

(3,480)

6,290

10,459

10,459

(4,169)

(4,169)

7,000

27,397

27,397

(20,397)

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EXPENDITURES

5100 SERVICES & SUPPLIES

077000 MUSEUM - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			5,000	5,000
4600 CHARGES FOR CURRENT SERVICES	29	43	40	40
4900 OTHER REVENUE	26,396	7,041	26,505	26,505

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019 RUN DATE: 04/30/2019

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		Prior Actuals		Working	Third Quarter
		FY 2017-18	YTD Actuals FY 2018-19	Budget FY 2018-19	Budget FY 2018-19
	TOTAL REVENUES	26,425	7,084	31,545	31,545
		20,120	1,004	01,010	01,040
EXPENDITURES					
5000	SALARIES & BENEFITS	201,995	161,005	220,428	220,428
5100	SERVICES & SUPPLIES	22,138	16,893	22,200	22,200
5200	INTERNAL CHARGES	7,313	5,088	7,153	7,153
	TOTAL EXPENDITURES	231,446	182,986	249,781	249,781
	077000 NET COST	(205,021)	(175,902)	(218,236)	(218,236)
	MUSEUM NET COST	(205,021)	(175,902)	(218,236)	(218,236)
	CAO CULTURAL SERVICES NET COST	(903,515)	(708,720)	(1,073,893)	(1,073,893)
PARKS AND RECREATIO 076999 PARKS REVENUES	& RECREATION				
	RENTS & LEASES	13,462	12,271	11,000	12,271
		1,960	1,395	1,968	1,968
		170,409	166,416	187,429	195,829
	CHARGES FOR CURRENT SERVICES	390,216	203,390	368,500	368,500
	OTHER FINANCING SOURCES	15,841		158,500	158,500
4900	OTHER REVENUE TOTAL REVENUES	9,111 600,999	484	1,000	1,000
		000,000		120,001	730,000
EXPENDITURES					
	SALARIES & BENEFITS	354,591	300,984	444,594	444,594
	SERVICES & SUPPLIES	375,786	367,199	466,020	466,723
		163,350	97,464	114,649	131,317
	OTHER CHARGES	8,028		25,000	25,000
0000	FIXED ASSETS	34,694	14,856	84,800	77,100
	TOTAL EXPENDITURES	936,449	780,503	1,135,063	1,144,734
	076999 NET COST	(335,450)	(396,547)	(406,666)	(406,666)
	PARKS AND RECREATION NET COST	(335,450)	(396,547)	(406,666)	(406,666)

----CORONER

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023500 CORONER REVENUES

BUD020 - THIRD QUARTER BUDGET REVIEW

					Working	Third Quarter
			Prior Actuals	YTD Actuals	Budget	Budget
			FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-19
	4600	CHARGES FOR CURRENT SERVICES	147	22	150	150
		TOTAL REVENUES	147	22	150	150
	EXPENDITURES					
		SALARIES & BENEFITS	80,910	59,521	83,759	83,759
		SERVICES & SUPPLIES	72,324	77,643	108,720	108,420
	5200	INTERNAL CHARGES	1,957	1,347	1,796	2,096
		TOTAL EXPENDITURES	155,191	138,511	194,275	194,275
		023500 NET COST	(155,044)	(138,489)	(194,125)	(194,125)
		-	((100)100)	(101,120)	
		CORONER NET COST	(155,044)	(138,489)	(194,125)	(194,125)
		CORONER NET COST	(155,044)	(138,489)	(194,125)	(194,125)
COUNTY	CLERK COUNTY CLERK					
		Y CLERK - GENERAL				
	REVENUES					
	4050	TAXES - OTHER	94,236	65,558	71,000	71,000
		LICENSES & PERMITS	7,738	6,254	6,500	6,500
	4600	CHARGES FOR CURRENT SERVICES	68,073	50,301	69,000	69,000
		TOTAL REVENUES	170,047	122,113	146,500	146,500
	EXPENDITURES					
		SALARIES & BENEFITS	250.056	017 465	200.055	000.055
		SERVICES & SUPPLIES	259,056	217,465	290,255	290,255
		INTERNAL CHARGES	2,440 10,682	991 7 454	2,850	2,850
	0200	TOTAL EXPENDITURES	272,178	7,454 225,910	10,588	10,588
			212,110	223,910	303,093	303,693
		010300 NET COST	(102,131)	(103,797)	(157,193)	(157,193)
			(102)101)	(100,101)	(101,100)	(107,100)
		COUNTY CLERK NET COST	(102,131)	(103,797)	(157,193)	(157,193)
	ELECTIONS					
	011000 ELECTI	ONS				
	REVENUES					
		AID FROM OTHER GOVT AGENCIES			20,000	20.000
		CHARGES FOR CURRENT SERVICES	34,558	13,181	20,000	20,000
		OTHER REVENUE	1,475	5,557	2,300	2,300
		TOTAL REVENUES	36,033	18,738	22,300	22,300
		-				
	EXPENDITURES					
	5000	SALARIES & BENEFITS	155,159	127,522	167,124	167,124

BUD020 - THIRD QUARTER BUDGET REVIEW

	AS OF DATE: 03/31/2019 RUN DAT	E:04/30/2019			
				Working	Third Quarter
		Prior Actuals FY 2017-18	YTD Actuals	Budget FY 2018-19	Budget
510	0 SERVICES & SUPPLIES		FY 2018-19		FY 2018-19
	0 INTERNAL CHARGES	94,742	77,703	129,170	129,170
520	TOTAL EXPENDITURES	7,303	4,200	5,766	5,766
	TOTAL EXPENDITORES -	257,204	209,425	302,060	302,060
	011000 NET COST	(221,171)	(190,687)	(279,760)	(279,760)
	ELECTIONS NET COST	(221,171)	(190,687)	(279,760)	(279,760)
	COUNTY CLERK NET COST	(323,302)	(294,484)	(436,953)	(436,953)
COUNTY COUNSEL					
010700 COUN REVENUES	TY COUNSEL				
	AID FROM OTHER GOVT AGENCIES	6,531	12,193		
	CHARGES FOR CURRENT SERVICES	109,375	77,833	113,770	113,770
	O OTHER REVENUE	370	77,000	113,770	113,770
100	TOTAL REVENUES	116,276	90,026	113,770	113,770
			00,020		
EXPENDITURES	3				
500	0 SALARIES & BENEFITS	630,888	479,886	680,966	680,966
510	SERVICES & SUPPLIES	41,622	55,785	76,075	71,185
520	INTERNAL CHARGES	42,398	33,302	46,268	51,158
	TOTAL EXPENDITURES	714,908	568,973	803,309	803,309
	010700 NET COST	(598,632)	(478,947)	(689,539)	(689,539)
	COUNTY COUNSEL NET COST	(598,632)	(478,947)	(689,539)	(689,539)
	COUNTY COUNSEL NET COST	(598,632)	(478,947)	(689,539)	(689,539)
ICT ATTORNEY					
DISTRICT ATTORNEY					
022400 DISTR REVENUES	ICT ATTORNEY				
NEVEROES					
) AID FROM OTHER GOVT AGENCIES	182,204	141,108	179,374	179,374
4400) AID FROM OTHER GOVT AGENCIES) CHARGES FOR CURRENT SERVICES	182,204 56,339	141,108 52,267	179,374 56,053	179,374 56,053
4400 4600					
4400 4600 4800) CHARGES FOR CURRENT SERVICES		52,267		56,053
4400 4600 4800) CHARGES FOR CURRENT SERVICES) OTHER FINANCING SOURCES	56,339	52,267 3,988		56,053 3,988
4400 4600 4800 4900	 CHARGES FOR CURRENT SERVICES OTHER FINANCING SOURCES OTHER REVENUE TOTAL REVENUES	56,339 30	52,267 3,988 596	56,053	56,053 3,988
4400 4600 4800 4900 EXPENDITURES	 CHARGES FOR CURRENT SERVICES OTHER FINANCING SOURCES OTHER REVENUE TOTAL REVENUES	56,339 30	52,267 3,988 596 197,959	56,053	56,053 3,988
4400 4600 4800 4900 EXPENDITURES 5000	 CHARGES FOR CURRENT SERVICES OTHER FINANCING SOURCES OTHER REVENUE TOTAL REVENUES	56,339 30	52,267 3,988 596	56,053	56,053

BUD020 - THIRD QUARTER BUDGET REVIEW

				Working	Third Quarter
		Prior Actuals	YTD Actuals	Budget	Budget
		FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-19
	5200 INTERNAL CHARGES	73,057	54,464	77,923	77,923
1	TOTAL EXPENDITURES	1,104,657	894,560	1,267,106	1,271,094
1					
	022400 NET COST	(966.094)	(606 604)	(1.001.070)	(4.024.070)
		(866,084)	(696,601)	(1,031,679)	(1,031,679)
ł	022410 DISTRICT ATTORNEY - SAFETY				
	REVENUES				
1	4600 CHARGES FOR CURRENT SERVICES	13,240	13,102	33,000	33,000
	TOTAL REVENUES	13,240	13,102	33,000	33,000
	EXPENDITURES				
1	5000 SALARIES & BENEFITS	417,940	335,232	455,956	455,956
1	5200 INTERNAL CHARGES	30,095	22,834	30,445	30,445
L.	TOTAL EXPENDITURES	448,035	358,066	486,401	486,401
道 十					
1	033440 NET COST	(40.4.705)	(044.004)	(450,404)	(150,104)
i	022410 NET COST	(434,795)	(344,964)	(453,401)	(453,401)
i l	DISTRICT ATTORNEY NET COST	(1,300,879)	(1,041,565)	(1,485,080)	(1 495 090)
i L		(1,300,879)	(1,041,505)	(1,465,060)	(1,485,080)
1	DISTRICT ATTORNEY NET COST	(1,300,879)	(1,041,565)	(1,485,080)	(1,485,080)
L		((1)011(000)	(1,100,000)	(1,100,000)
ENVIRONM	IENTAL HEALTH				
j F	NVIRONMENTAL HEALTH				
1	045400 ENVIRONMENTAL HEALTH - GENERAL				
1	REVENUES				
1	4100 LICENSES & PERMITS	114,948	35,609	117,921	121,324
	4400 AID FROM OTHER GOVT AGENCIES	144,331	290,556	480,110	476,707
1	4600 CHARGES FOR CURRENT SERVICES	354,930	199,193	318,711	318,711
	4900 OTHER REVENUE	1,269			
	TOTAL REVENUES	615,478	525,358	916,742	916,742
	EXPENDITURES				
1	5000 SALARIES & BENEFITS	533 515	551 624	901 440	004 440
1	5100 SERVICES & SUPPLIES	533,515 47,120	551,634 43,932	801,419	801,419
1	5200 INTERNAL CHARGES	47,120 65,556	43,932 53,724	59,550 89,390	59,550 89,390
1	TOTAL EXPENDITURES	646,191	649,290	950,359	950,359
		040,101	040,200	000,009	00,009
1					
1	045400 NET COST	(30,713)	(123,932)	(33,617)	(33,617)
				(,,-	(00)011)
1	ENVIRONMENTAL HEALTH NET COST	(30,713)	(123,932)	(33,617)	(33,617)
1					
) Lessenses	ENVIRONMENTAL HEALTH NET COST	(30,713)	(123,932)	(33,617)	(33,617)

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019 F

AS OF DATE : 03/31/2019 RUN DAT	E: 04/30/2019 Prior Actuals	YTD Actuals	Working Budget	Third Quarte Budge
	FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-1
K I ADVISOR				
066800 FARM ADVISOR				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	25,566	29,635	28,665	28,66
TOTAL REVENUES	25,566	29,635	28,665	28,60
 -	20,000	20,000	20,000	20,00
EXPENDITURES				
5000 SALARIES & BENEFITS	60,626	50,885	66,467	66,46
5100 SERVICES & SUPPLIES	5,062	3,135	6,737	6,73
5200 INTERNAL CHARGES	23,216	28,104	44,595	44,59
TOTAL EXPENDITURES	88,904	82,124	117,799	117,79
066800 NET COST _	(63,338)	(52,489)	(89,134)	(89,134
	(/		
 FARM ADVISOR NET COST	(63,338)	(52,489)	(89,134)	(89,134
FARM ADVISOR NET COST	(62.220)	(50.400)	(00.404)	(00.40
FARM ADVISOR NET COST	(63,338)	(52,489)	(89,134)	(89,134
MAN SERVICES O FAMILIES-DEPENDENT CHLD				
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC)	604,725	435,695	723,155	722,72
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES	604,725 4,323	435,695 2,271	723,155 1,845	
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES			-	2,27
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES	4,323	2,271	1,845	2,27
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE	4,323	2,271	1,845	2,27
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5500 OTHER CHARGES	4,323	2,271	1,845	2,27 725,00
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES EXPENDITURES	4,323 609,048	2,271 437,966	1,845 725,000	2,27 725,00 725,00
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5500 OTHER CHARGES	4,323 609,048 645,391	2,271 437,966 473,429	1,845 725,000 725,000	2,27 725,00 725,00
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5500 OTHER CHARGES TOTAL EXPENDITURES	4,323 609,048 645,391 645,391	2,271 437,966 473,429 473,429	1,845 725,000 725,000	2,27 725,00 725,00
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5500 OTHER CHARGES	4,323 609,048 645,391	2,271 437,966 473,429	1,845 725,000 725,000	2,27 725,00 725,00
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5500 OTHER CHARGES 5500 OTHER CHARGES 5500 NET COST	4,323 609,048 645,391 645,391 (36,343)	2,271 437,966 473,429 473,429 (35,463)	1,845 725,000 725,000	2,27 725,00 725,00
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5500 OTHER CHARGES TOTAL EXPENDITURES	4,323 609,048 645,391 645,391	2,271 437,966 473,429 473,429	1,845 725,000 725,000	722,72 2,27 725,00 725,00 725,00
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5500 OTHER CHARGES 5500 OTHER CHARGES 5500 NET COST	4,323 609,048 645,391 645,391 (36,343)	2,271 437,966 473,429 473,429 (35,463)	1,845 725,000 725,000	2,27 725,00 725,00
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5500 OTHER CHARGES 5500 OTHER CHARGES TOTAL EXPENDITURES 056300 NET COST AID TO FAMILIES-DEPENDENT CHLD NET COST	4,323 609,048 645,391 645,391 (36,343)	2,271 437,966 473,429 473,429 (35,463)	1,845 725,000 725,000	2,27 725,00 725,00
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES EXPENDITURES 5500 OTHER CHARGES TOTAL EXPENDITURES 056300 NET COST AID TO FAMILIES-DEPENDENT CHLD NET COST MUNITY MENTAL HEALTH	4,323 609,048 645,391 645,391 (36,343)	2,271 437,966 473,429 473,429 (35,463)	1,845 725,000 725,000	2,27 725,00 725,00
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5500 OTHER CHARGES TOTAL EXPENDITURES 5500 OTHER CHARGES 056300 NET COST AID TO FAMILIES-DEPENDENT CHLD NET COST MUNITY MENTAL HEALTH 045200 COMMUNITY MENTAL HEALTH	4,323 609,048 645,391 645,391 (36,343)	2,271 437,966 473,429 473,429 (35,463)	1,845 725,000 725,000	2,27 725,00 725,00 725,00
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5500 OTHER CHARGES 5500 OTHER CHARGES 5500 NET COST 056300 NET COST AID TO FAMILIES-DEPENDENT CHLD NET COST MUNITY MENTAL HEALTH 045200 COMMUNITY MENTAL HEALTH REVENUES	4,323 609,048 645,391 645,391 (36,343) (36,343)	2,271 437,966 473,429 473,429 (35,463) (35,463)	1,845 725,000 725,000 725,000	2,27 725,00 725,00 725,00
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5500 OTHER CHARGES 5500 OTHER CHARGES TOTAL EXPENDITURES 656300 NET COST AID TO FAMILIES-DEPENDENT CHLD NET COST MUNITY MENTAL HEALTH 045200 COMMUNITY MENTAL HEALTH REVENUES 4350 REV USE OF MONEY & PROPERTY	4,323 609,048 645,391 645,391 (36,343) (36,343) (36,343)	2,271 437,966 473,429 473,429 (35,463) (35,463) 47,867	1,845 725,000 725,000 725,000 125,322	2,27 725,00 725,00 725,00 725,00 125,32 4,935,20
O FAMILIES-DEPENDENT CHLD 056300 TANF (AFDC) REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES EXPENDITURES 5500 OTHER CHARGES TOTAL EXPENDITURES 056300 NET COST AID TO FAMILIES-DEPENDENT CHLD NET COST AUNITY MENTAL HEALTH 045200 COMMUNITY MENTAL HEALTH REVENUES 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES	4,323 609,048 645,391 645,391 (36,343) (36,343) (36,343) 103,601 3,687,836	2,271 437,966 473,429 473,429 (35,463) (35,463) (35,463) 47,867 1,143,461	1,845 725,000 725,000 725,000 125,300 125,322 5,590,768	2,27 725,00 725,00

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019 RUN DATE: 04/30/2019

AS OF DATE. 03/31/2019 KON DAT				
			Working	Third Quarte
	Prior Actuals	YTD Actuals	-	Budge
				FY 2018-19
TOTAL REVENUES	5,293,878	2,195,362	6,813,006	6,813,000
SALARIES & BENEFITS	3 825 671	3 004 687	4 544 000	4,544,000
				4,544,000
				886,184
				234,000
				234,000
	,		· ·	6,855,45
	0,100,210	1,202,110	0,000,401	0,000,40
045200 NET COST	(164,395)	(2,037,353)	(42,445)	(42,445
COMMUNITY MENTAL HEALTH NET COST	(164,395)	(2,037,353)	(42,445)	(42,445
······································				
AID FROM OTHER GOVT AGENCIES	4 818		22 167	22,167
V=				22,167
	1010		22,107	22,101
SALARIES & BENEFITS	1,373	5,621	13,548	13,548
SERVICES & SUPPLIES	3,339	473	8,484	8,484
INTERNAL CHARGES	106	102	135	135
TOTAL EXPENDITURES	4,818	6,196	22,167	22,167
045500 NET COST _		(6,196)		
RNIA CHILD SERVICE-ADMIN				
AID FROM OTHER GOVT AGENCIES	81,434	20,417	109,066	109,066
TOTAL REVENUES	81,434	20,417	109,066	109,066
SALARIES & BENEFITS	73.891	56.559	90.712	90,712
SERVICES & SUPPLIES				2,450
				2,430
				13,607
_				109,066
		01,100	100,000	100,000
	COMMUNITY MENTAL HEALTH NET COST VICE RNIA CHILDREN SERVICE AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SALARIES & BENEFITS SERVICES & SUPPLIES INTERNAL CHARGES TOTAL EXPENDITURES 045500 NET COST RNIA CHILD SERVICE-ADMIN AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SALARIES & BENEFITS	FY 2017-18 TOTAL REVENUES 5,293,878 SALARIES & BENEFITS 3,825,671 SERVICES & SUPPLIES 604,306 INTERNAL CHARGES 787,130 OTHER CHARGES 193,687 OTHER CHARGES 193,687 OTHER CHARGES 193,687 OTHER FINANCING USES 47,479 TOTAL EXPENDITURES 5,458,273 O45200 NET COST (164,395) COMMUNITY MENTAL HEAL TH NET COST (164,395) VICE (164,395) NICE 4,818 NIA CHILDREN SERVICE 4,818 SALARIES & BENEFITS 1,373 SERVICES & SUPPLIES 3,339 INTERNAL CHARGES 106 TOTAL EXPENDITURES 4,818 O45500 NET COST 4,818 O45500 NET COST 4,818 O45500 NET COST 106 TOTAL REVENUES 81,434 OTAL REVENUES 81,434 SALARIES & BENEFITS 73,891 SERVICES & SUPPLIES 2,609 INTERNAL CHARGES 1,317 SALARIES & BENEFITS 2,609 <	FY 2017-18 FY 2018-19 TOTAL REVENUES 5,293,878 2,195,362 SALARIES & BENEFITS 3,825,671 3,004,687 SERVICES & SUPPLIES 604,306 438,986 INTERNAL CHARGES 787,130 614,266 OTHER CHARGES 193,687 152,806 OTAL EXPENDITURES 5,458,273 4,232,715 COMMUNITY MENTAL HEALTH NET COST (164,395) (2,037,353) VICE TOTAL REVENUES 4,818 SALARIES & BENEFITS 1,373 5,621 SERVICES & SUPPLIES 1,373 5,621 SERVICES & SUPPLIES 1,339 473 INTERNAL CHARGES 106 102	Prior Actuals FY 2017-18 YTD Actuals FY 2018-19 Budget FY 2018-19 TOTAL REVENUES 5,293,878 2,195,362 6,813,006 SALARIES & BENEFITS 3,825,671 3,004,687 4,544,000 SERVICES & SUPPLIES 604,306 438,986 1,176,441 INTERNAL CHARGES 193,687 152,806 234,000 OTHER CHARGES 193,687 4,232,715 6,855,451 O45200 NET COST (164,395) (2,037,353) (42,445) COMMUNITY MENTAL HEALTH NET COST (164,395) (2,037,353) (42,445) VICE 1184 22,167 4,818 22,167 SALARIES & BENEFITS 1,373 5,621 13,548 SERVICES & SUPPLIES 1,3339 473 8,484 INTERNAL CHARGES 106 102 135 OTAL REVENUES 106 102 135 RIA CHILD SERVICE- ADMIN 4,818 6,196 22,167 OHARGES 10,61 102 135 RIA CHILD SERVICE- ADMIN 105 1012 135 </td

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BUD020 - THIRD QUARTER BUDGET REVIEW

			Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quart Budg FY 2018-1
	CRI	IPPLED CHILDREN SERVICE NET COST	(1,317)	(47,548)		
ESAAA						
	INYO COUNT	TY GOLD				
REVENUE	S					
	4300 REN	ITS & LEASES		31		
	4350 REV	USE OF MONEY & PROPERTY	1,283	1,446	1,000	1,6
	4600 CHA	RGES FOR CURRENT SERVICES	89,131	46,969	85,529	85,5
	4800 OTH	IER FINANCING SOURCES			5,000	5,0
	4900 OTH	IER REVENUE	433			
		TOTAL REVENUES	90,847	48,446	91,529	92,1
EXPENDIT	URES					
	5000 SALA	ARIES & BENEFITS	291,787	204,083	220,703	220,7
	5100 SER	VICES & SUPPLIES	138,624	77,461	156,614	152,8
	5200 INTE	ERNAL CHARGES	77,851	32,626	42,328	46,1
	5800 OTH	IER FINANCING USES	63,823	57	57	
		TOTAL EXPENDITURES	572,085	314,227	419,702	419,7
		056100 NET COST	(481,238)	(265,781)	(328,173)	(327,53
		ESAAA NET COST	(481,238)	(265,781)	(328,173)	(327,53
	S	RE - GENERAL				
	S 4400 AID F	FROM OTHER GOVT AGENCIES	321,642	148,641	598,391	596,9
056400 F	S 4400 AID F		7,452	148,641 3,026	1,609	
056400 F	S 4400 AID F	FROM OTHER GOVT AGENCIES				3,0
056400 F	S 4400 AID F 4900 OTHI	FROM OTHER GOVT AGENCIES ER REVENUE	7,452	3,026	1,609	596,9 3,0 600,0
056400 F REVENUE	s 4400 AID F 4900 OTH URES	FROM OTHER GOVT AGENCIES ER REVENUE	7,452	3,026	1,609	3,0 600,0
056400 F REVENUE	s 4400 AID F 4900 OTH URES	FROM OTHER GOVT AGENCIES ER REVENUE TOTAL REVENUES	7,452 329,094	3,026 151,667	1,609	3,0
056400 F REVENUE	s 4400 AID F 4900 OTH URES	FROM OTHER GOVT AGENCIES ER REVENUE TOTAL REVENUES	7,452 329,094 328,313	3,026 151,667 220,970	1,609 600,000 600,000	3,0 600,0 600,0
056400 F REVENUE	s 4400 AID F 4900 OTH URES	FROM OTHER GOVT AGENCIES ER REVENUE TOTAL REVENUES	7,452 329,094 328,313	3,026 151,667 220,970	1,609 600,000 600,000	3,0 600,0 600,0
056400 F REVENUE	s 4400 AID F 4900 OTH URES	FROM OTHER GOVT AGENCIES ER REVENUE TOTAL REVENUES ER CHARGES TOTAL EXPENDITURES	7,452 329,094 328,313 328,313	3,026 151,667 220,970 220,970	1,609 600,000 600,000	3,0 600,0 600,0
056400 F REVENUE: EXPENDIT	s 4400 AID F 4900 OTH URES	FROM OTHER GOVT AGENCIES ER REVENUE TOTAL REVENUES ER CHARGES TOTAL EXPENDITURES	7,452 329,094 328,313 328,313 781	3,026 151,667 220,970 220,970 (69,303)	1,609 600,000 600,000	3,0 600,0 600,0
056400 F REVENUES EXPENDIT	S 4400 AID F 4900 OTH URES 5500 OTH SENERAL RE	FROM OTHER GOVT AGENCIES ER REVENUE TOTAL REVENUES ER CHARGES TOTAL EXPENDITURES 056400 NET COST FOSTER CARE NET COST	7,452 329,094 328,313 328,313 781	3,026 151,667 220,970 220,970 (69,303)	1,609 600,000 600,000	3,0 600,0 600,0
056400 F REVENUES EXPENDIT GENERAL RELIEF 056500 C	S 4400 AID F 4900 OTHI URES 5500 OTHI SENERAL RE	FROM OTHER GOVT AGENCIES ER REVENUE TOTAL REVENUES ER CHARGES TOTAL EXPENDITURES 056400 NET COST FOSTER CARE NET COST	7,452 329,094 328,313 328,313 781	3,026 151,667 220,970 220,970 (69,303) (69,303)	1,609 600,000 600,000	3,0 600,0 600,0 600,0
056400 F REVENUES EXPENDIT GENERAL RELIEF 056500 C	S 4400 AID F 4900 OTH URES 5500 OTH 5500 OTH S SENERAL RE S 4400 AID F	FROM OTHER GOVT AGENCIES ER REVENUE TOTAL REVENUES ER CHARGES TOTAL EXPENDITURES 056400 NET COST FOSTER CARE NET COST	7,452 329,094 328,313 328,313 781	3,026 151,667 220,970 220,970 (69,303)	1,609 600,000 600,000	3,0 600,0 600,0

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019 RUN DATE: 04/30/2019

		E:04/30/2019			
				Working	Third Quarte
		Prior Actuals	YTD Actuals FY 2018-19	Budget	Budge
	TOTAL REVENUES	FY 2017-18		FY 2018-19	FY 2018-19
	IOTAL REVENUES	11,000	4,307	261	4,307
EXPENDITUR	ES				
5	100 SERVICES & SUPPLIES	15,577	8,363	25,000	25,000
5	500 OTHER CHARGES	149,107	86,064	150,000	150,000
	TOTAL EXPENDITURES	164,684	94,427	175,000	175,000
	056500 NET COST	(153,684)	(90,120)	(174,739)	(170,693
	GENERAL RELIEF NET COST	(153,684)	(90,120)	(174,739)	(170,693
ALTH					
045100 HE	ALTH - GENERAL				
REVENUES					
4	100 LICENSES & PERMITS	638	378	605	60
4	200 FINES & FORFEITURES	2,813	463	10,000	10,00
4	400 AID FROM OTHER GOVT AGENCIES	1,117,118	888,346	1,561,274	1,564,77
4	600 CHARGES FOR CURRENT SERVICES	91,463	71,138	178,604	178,60
4	800 OTHER FINANCING SOURCES	10,237	1,771	2,600	2,60
4	900 OTHER REVENUE	1,800	1,150	650	65
	TOTAL REVENUES	1,224,069	963,246	1,753,733	1,757,233
EXPENDITUR	FS				
	000 SALARIES & BENEFITS	1,070,175	886,959	1,387,018	1,387,01
	100 SERVICES & SUPPLIES	249,770	211,449	471,192	
	200 INTERNAL CHARGES				474,69
	500 OTHER CHARGES	241,350	140,770	204,239	204,23
		17,659	45,070	61,718	61,71
5	800 OTHER FINANCING USES	669	817	817	81
	TOTAL EXPENDITURES	1,579,623	1,285,065	2,124,984	2,128,484
	045100 NET COST	(355,554)	(321,819)	(371,251)	(371,251
045102 CHI	LD HLTH AND DISABILITY PREV				
REVENUES					
4	400 AID FROM OTHER GOVT AGENCIES	56,633	10,545	114,916	114,91
	TOTAL REVENUES	56,633	10,545	114,916	114,916
EXPENDITUR	ES				
5	000 SALARIES & BENEFITS	55,991	54,997	99,840	99,84
5	100 SERVICES & SUPPLIES	1,256	2,143	12,283	12,28
	200 INTERNAL CHARGES	1,002	901	2,793	2,79
0					2,10

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BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019	RUN	C
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	E: 04/30/2019 Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quarte Budge FY 2018-1
045102 NET COST	(1,616)	(47,496)		
HEALTH NET COST	(357,170)	(369,315)	(371,251)	(371,251
SOCIAL SERVICE				
055800 SOCIAL SERVICES - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	5,372,546	3,490,365	6,798,531	6,798,53
4800 OTHER FINANCING SOURCES	28	0,400,000	0,730,001	0,790,00
4900 OTHER REVENUE	73	30	30	3
TOTAL REVENUES	5,372,647	3,490,395	6,798,561	6,798,56
EXPENDITURES				
5000 SALARIES & BENEFITS	3,717,479	2,882,008	4,470,369	4,470,36
5100 SERVICES & SUPPLIES	682,383	584,221	852,552	852,55
5200 INTERNAL CHARGES	1,019,482	825,203	1,196,923	1,210,32
5500 OTHER CHARGES	408,199	192,186	433,089	419,69
5800 OTHER FINANCING USES	4,084	3,960	3,960	3,96
TOTAL EXPENDITURES	5,831,627	4,487,578	6,956,893	6,956,89
055800 NET COST	(458,980)	(997,183)	(158,332)	(158,332
SOCIAL SERVICE NET COST	(458,980)	(997,183)	(158,332)	(158,332
SOCIAL SERVICE NET COST HEALTH & HUMAN SERVICES NET COST	(458,980) (1,652,346)	(997,183) (3,912,066)	(158,332) (1,074,940)	
HEALTH & HUMAN SERVICES NET COST				
HEALTH & HUMAN SERVICES NET COST				
HEALTH & HUMAN SERVICES NET COST				
HEALTH & HUMAN SERVICES NET COST INEL PERSONNEL 011600 INSURANCE, RETIREMENT, OASDI	(1,652,346)	(3,912,066)	(1,074,940)	(158,332 (1,070,259
HEALTH & HUMAN SERVICES NET COST INEL PERSONNEL 011600 INSURANCE, RETIREMENT, OASDI REVENUES				(1,070,259 1,091,53
HEALTH & HUMAN SERVICES NET COST INEL PERSONNEL 011600 INSURANCE, RETIREMENT, OASDI REVENUES 4600 CHARGES FOR CURRENT SERVICES TOTAL REVENUES	(1,652,346)	(3,912,066) 756,888	(1,074,940)	(1,070,259 1,091,53
HEALTH & HUMAN SERVICES NET COST INEL PERSONNEL 011600 INSURANCE, RETIREMENT, OASDI REVENUES 4600 CHARGES FOR CURRENT SERVICES TOTAL REVENUES	(1,652,346) 1,073,863 1,073,863	(3,912,066) 756,888 756,888	(1,074,940) 1,091,533 1,091,533	(1,070,259 1,091,53 1,091,53
HEALTH & HUMAN SERVICES NET COST INEL PERSONNEL 011600 INSURANCE, RETIREMENT, OASDI REVENUES 4600 CHARGES FOR CURRENT SERVICES TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS	(1,652,346) 1,073,863 1,073,863 2,491,593	(3,912,066) 756,888 756,888 1,959,076	(1,074,940) 1,091,533 1,091,533 2,596,474	(1,070,259 1,091,53 1,091,53 2,596,47
HEALTH & HUMAN SERVICES NET COST INEL PERSONNEL 011600 INSURANCE, RETIREMENT, OASDI REVENUES 4600 CHARGES FOR CURRENT SERVICES TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES	(1,652,346) 1,073,863 1,073,863 2,491,593 110,936	(3,912,066) 756,888 756,888 1,959,076 109,616	(1,074,940) 1,091,533 1,091,533 2,596,474 152,800	(1,070,259 1,091,53 1,091,53 2,596,47 152,80
HEALTH & HUMAN SERVICES NET COST INEL PERSONNEL 011600 INSURANCE, RETIREMENT, OASDI REVENUES 4600 CHARGES FOR CURRENT SERVICES TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS	(1,652,346) 1,073,863 1,073,863 2,491,593	(3,912,066) 756,888 756,888 1,959,076	(1,074,940) 1,091,533 1,091,533 2,596,474	(1,070,259 1,091,53 1,091,53 2,596,47 152,80
HEALTH & HUMAN SERVICES NET COST INEL PERSONNEL 011600 INSURANCE, RETIREMENT, OASDI REVENUES 4600 CHARGES FOR CURRENT SERVICES TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES	(1,652,346) 1,073,863 1,073,863 2,491,593 110,936 2,602,529	(3,912,066) 756,888 756,888 1,959,076 109,616 2,068,692	(1,074,940) 1,091,533 1,091,533 2,596,474 152,800 2,749,274	(1,070,258 1,091,53 1,091,53 2,596,47 152,80 2,749,27
HEALTH & HUMAN SERVICES NET COST INEL PERSONNEL 011600 INSURANCE, RETIREMENT, OASDI REVENUES 4600 CHARGES FOR CURRENT SERVICES TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES TOTAL EXPENDITURES	(1,652,346) 1,073,863 1,073,863 2,491,593 110,936	(3,912,066) 756,888 756,888 1,959,076 109,616	(1,074,940) 1,091,533 1,091,533 2,596,474 152,800	-10 -11

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BUD020 - THIRD QUARTER BUDGET REVIEW

	Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quarter Budge FY 2018-19
PERSONNEL NET COST	(1,528,666)	(1,311,804)	(1,657,741)	(1,657,741
NING PLANNING AND ZONING				
023800 PLANNING & ZONING				
REVENUES				
4100 LICENSES & PERMITS	11,250	1,100	13.500	13,50
4400 AID FROM OTHER GOVT AGENCIES	120,009	2,676	91,630	91,63
4600 CHARGES FOR CURRENT SERVICES	78,758	50,775	150,979	150,97
4900 OTHER REVENUE	79	20	20	2
TOTAL REVENUES	210,096	54,571	256,129	256,12
5000 SALARIES & BENEFITS	494 040	204 022	E 4 4 00 4	544.00
5100 SERVICES & SUPPLIES	484,249	384,833	541,334	541,334
	125,956	89,070	144,734	144,73
5200 INTERNAL CHARGES	24,810	15,348	33,958	33,95
TOTAL EXPENDITURES	635,015	489,251	720,026	720,020
023800 NET COST	(424,919)	(434,680)	(463,897)	(463,897
PLANNING AND ZONING NET COST	(404.040)	(404.000)	(400.007)	(400.007
PLANNING AND ZONING NET COST	(424,919)	(434,680)	(463,897)	(463,897
PLANNING NET COST	(424,919)	(434,680)	(463,897)	(463,897
ATION				
JUVENILE INSTITUIONS				
023100 JUVENILE INSTITUTIONS REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	612,701	447,138	765,628	765,62
4800 OTHER FINANCING SOURCES	7,242	7,242	7,242	7,24
4900 OTHER REVENUE	210	.,	,	
TOTAL REVENUES	620,153	454,380	772,870	772,87
EXPENDITURES				
5000 SALARIES & BENEFITS	4 400 000			
	1,128,938	848,408	1,351,473	1,351,473
5100 SERVICES & SUPPLIES	75,787	88,295	190,994	190,994
5200 INTERNAL CHARGES	96,421	61,824	92,953	92,953
5500 OTHER CHARGES	11,572		27,000	27,00
5600 FIXED ASSETS			6,500	6,500
TOTAL EXPENDITURES	1,312,718	998,527	1,668,920	1,668,920
023100 NET COST	(692,565)	(544,147)	(896,050)	(896,050)

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE. 00/31/2019 KON DATE	E. 04/30/2019			
			Working	Third Quarte
	Prior Actuals	YTD Actuals	Budget	Budg
EXPENDITURES	FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-1
5000 SALARIES & BENEFITS	72,722	46,931	87,725	87,72
5100 SERVICES & SUPPLIES	93,499	96,488	121,800	121,80
5200 INTERNAL CHARGES	17,173	6,449	30,000	30,00
TOTAL EXPENDITURES	183,394	149,868	239,525	239,52
023101 NET COST	(183,394)	(149,868)	(239,525)	(239,52
- JUVENILE INSTITUIONS NET COST	(875,959)	(694,015)	(1,135,575)	(1,135,57
PROBATION	(0.0,000)		(1) 100(010)	(1,100,01
023000 PROBATION - GENERAL				
REVENUES				
4200 FINES & FORFEITURES	10			
4400 AID FROM OTHER GOVT AGENCIES	10	200 007	400.040	400.0
	415,588	300,907	482,643	482,64
4600 CHARGES FOR CURRENT SERVICES	111,232 526,830	104,049	251,738	251,73
TOTAL REVENUES	526,830	404,956	734,381	734,31
EXPENDITURES				
5000 SALARIES & BENEFITS	1,191,609	870,336	1,271,854	1,271,85
5100 SERVICES & SUPPLIES	231,260	285,832	387,394	387,3
5200 INTERNAL CHARGES	65,318	54,196	76,126	76,1
5500 OTHER CHARGES	4,341	7,538	15,975	15,9
TOTAL EXPENDITURES	1,492,528	1,217,902	1,751,349	1,751,34
-				
023000 NET COST	(965,698)	(812,946)	(1,016,968)	(1,016,96
PROBATION NET COST	(965,698)	(812,946)	(1,016,968)	(1,016,96
PROBATION NET COST	(1,841,657)	(1,506,961)	(2,152,543)	(2,152,54
C ADMINISTRATOR				
C ADMINISTRATOR PUBLIC ADMINISTRATOR				
PUBLIC ADMINISTRATOR 023600 PUBLIC ADMINISTRATOR				
PUBLIC ADMINISTRATOR 023600 PUBLIC ADMINISTRATOR REVENUES	7 070	0 704	0.000	
PUBLIC ADMINISTRATOR 023600 PUBLIC ADMINISTRATOR REVENUES 4600 CHARGES FOR CURRENT SERVICES	7,376	2,704	8,000	
PUBLIC ADMINISTRATOR 023600 PUBLIC ADMINISTRATOR REVENUES 4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES			21,100	21,10
PUBLIC ADMINISTRATOR 023600 PUBLIC ADMINISTRATOR REVENUES 4600 CHARGES FOR CURRENT SERVICES	7,376	2,704		21,10
PUBLIC ADMINISTRATOR 023600 PUBLIC ADMINISTRATOR REVENUES 4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES TOTAL REVENUES			21,100	21,10
PUBLIC ADMINISTRATOR 023600 PUBLIC ADMINISTRATOR REVENUES 4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES TOTAL REVENUES EXPENDITURES	7,376	2,704	21,100 29,100	21,10
PUBLIC ADMINISTRATOR 023600 PUBLIC ADMINISTRATOR REVENUES 4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES TOTAL REVENUES 5000 SALARIES & BENEFITS	7,376	2,704	21,100 29,100 183,504	21,10 29,10 180,27
PUBLIC ADMINISTRATOR 023600 PUBLIC ADMINISTRATOR REVENUES 4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES	7,376 123,284 7,050	2,704 103,051 6,134	21,100 29,100 183,504 12,890	21,10 29,10 180,27 13,99
PUBLIC ADMINISTRATOR 023600 PUBLIC ADMINISTRATOR REVENUES 4600 CHARGES FOR CURRENT SERVICES 4800 OTHER FINANCING SOURCES TOTAL REVENUES 5000 SALARIES & BENEFITS	7,376	2,704	21,100 29,100 183,504	8,00 21,10 29,10 180,27 13,99 8,74 17,50

BUD020 - THIRD QUARTER BUDGET REVIEW

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RUN DATE: 04/30/2019

	Prior Actuals	YTD Actuals	Working Budget	Third Quarter
3 	FY 2017-18	FY 2018-19	FY 2018-19	Budge FY 2018-1
TOTAL EXPENDITURES	135,600	114,792	220,515	220,51
	100,000		220,010	220,01
023600 NET COST	(128,224)	(112,088)	(191,415)	(191,415
PUBLIC ADMINISTRATOR NET COST	(128,224)	(112,088)	(191,415)	(191,415
PUBLIC ADMINISTRATOR NET COST	(128,224)	(112,088)	(191,415)	
	(120,224)	(112,000)	(191,413)	(191,415
WORKS BUILDING & SAFETY				
023200 BUILDING & SAFETY				
REVENUES				
4100 LICENSES & PERMITS	405,456	205 700	248 500	249 50
4600 CHARGES FOR CURRENT SERVICES	405,456	205,700 30,000	248,500 60,000	248,500
4900 OTHER REVENUE	163	152	200	60,000 200
TOTAL REVENUES	465,620	235,852	308,700	308.700
	,		0001100	
EXPENDITURES				
5000 SALARIES & BENEFITS	288,092	188,736	304,671	304,67
5100 SERVICES & SUPPLIES	7,381	6,570	23,626	23,62
5200 INTERNAL CHARGES	28,934	20,343	35,368	35,368
TOTAL EXPENDITURES	324,407	215,649	363,665	363,66
ĺ				
023200 NET COST _	141,213	20,203	(54,965)	(54,965
BUILDING & SAFETY NET COST	141,213	20,203	(54,965)	(54,965
MAINTENANCE-BUILDINGS & GROUND				
011100 MAINTENANCE-BUILDING & GROUNDS				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	12	12	12	1:
4600 CHARGES FOR CURRENT SERVICES	264,811	21,117	228,560	228,560
4800 OTHER FINANCING SOURCES	17,000	17,000	17,000	17,00
		128		
4900 OTHER REVENUE	001 000		245 572	245,572
TOTAL REVENUES	281,823	38,257	245,572	
TOTAL REVENUES	281,823	38,257	243,372	
TOTAL REVENUES				
TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS	614,887	488,661	662,086	662,086
TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES	614,887 646,340	488,661 624,588	662,086 728,772	662,086 783,772
TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES	614,887 646,340 71,192	488,661 624,588 68,465	662,086 728,772 96,026	662,086 783,772 96,026
TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES	614,887 646,340	488,661 624,588	662,086 728,772	662,086 783,772

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BUD020 - THIRD QUARTER BUDGET REVIEW

	AS	OF DA	TE: 03/31/2019	RUN	DATE:
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	N DATE: 04/30/2019 Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quarte Budg FY 2018-1
011100 NET C	:0ST (1,124,696)	(1,180,507)	(1,315,413)	(1,370,41
MAINTENANCE-BUILDINGS & GROUND NET C	:0ST (1,124,696)	(1,180,507)	(1,315,413)	(1,370,41
PUBLIC WORKS				
011500 PUBLIC WORKS				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	455			
4600 CHARGES FOR CURRENT SERVICES	259,012	99,807	326,100	236,64
4900 OTHER REVENUE	200	329		32
TOTAL REVEN	UES 259,667	100,136	326,100	236,97
EXPENDITUDEO	•			
	504 000			
5000 SALARIES & BENEFITS	531,390	432,532	650,493	529,43
5100 SERVICES & SUPPLIES	5,670	4,320	9,050	7,95
5200 INTERNAL CHARGES	183,937	114,508	156,057	189,09
TOTAL EXPENDITU	RES 720,997	551,360	815,600	726,4
011500 NET C	(461,330)	(451,224)	(489,500)	(489,50
PUBLIC WORKS NET C	OST (461,330)	(451,224)	(489,500)	(489,50
PUBLIC WORKS NET C	OST (1,444,813)	(1,611,528)	(1,859,878)	(1,914,87
023900 ANIMAL CONTROL - GENERAL REVENUES				
REVENUES	30 721	27 231	20 000	20.00
REVENUES 4100 LICENSES & PERMITS	30,721	27,231	29,000	
REVENUES 4100 LICENSES & PERMITS 4200 FINES & FORFEITURES	5,630	5,970	5,000	5,00
REVENUES 4100 LICENSES & PERMITS 4200 FINES & FORFEITURES 4400 AID FROM OTHER GOVT AGENCIES	5,630 269,555	5,970 181,846		5,00 268,13
REVENUES 4100 LICENSES & PERMITS 4200 FINES & FORFEITURES	5,630	5,970 181,846 40	5,000	5,00 268,13 2
REVENUES 4100 LICENSES & PERMITS 4200 FINES & FORFEITURES 4400 AID FROM OTHER GOVT AGENCIES 4600 CHARGES FOR CURRENT SERVICES	5,630 269,555 29	5,970 181,846 40 120	5,000 268,131	5,00 268,13 12
REVENUES 4100 LICENSES & PERMITS 4200 FINES & FORFEITURES 4400 AID FROM OTHER GOVT AGENCIES 4600 CHARGES FOR CURRENT SERVICES 4900 OTHER REVENUE	5,630 269,555 29	5,970 181,846 40	5,000	5,00 268,13 2
REVENUES 4100 LICENSES & PERMITS 4200 FINES & FORFEITURES 4400 AID FROM OTHER GOVT AGENCIES 4600 CHARGES FOR CURRENT SERVICES 4900 OTHER REVENUE	5,630 269,555 29	5,970 181,846 40 120	5,000 268,131	5,00 268,13 2
REVENUES 4100 LICENSES & PERMITS 4200 FINES & FORFEITURES 4400 AID FROM OTHER GOVT AGENCIES 4600 CHARGES FOR CURRENT SERVICES 4900 OTHER REVENUE TOTAL REVEN	5,630 269,555 29	5,970 181,846 40 120	5,000 268,131	29,00 5,00 268,13 12 302,29 530,82
REVENUES 4100 LICENSES & PERMITS 4200 FINES & FORFEITURES 4400 AID FROM OTHER GOVT AGENCIES 4600 CHARGES FOR CURRENT SERVICES 4900 OTHER REVENUE TOTAL REVEN EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES	5,630 269,555 29 UES	5,970 181,846 40 120 215,207	5,000 268,131 302,131	5,00 268,13 12 302,25 530,82
REVENUES 4100 LICENSES & PERMITS 4200 FINES & FORFEITURES 4400 AID FROM OTHER GOVT AGENCIES 4600 CHARGES FOR CURRENT SERVICES 4900 OTHER REVENUE TOTAL REVEN EXPENDITURES 5000 SALARIES & BENEFITS	5,630 269,555 29 UES <u>305,935</u> 449,275	5,970 181,846 40 120 215,207 360,480	5,000 268,131 <u>302,131</u> 530,826	5,00 268,13 12 302,29
REVENUES 4100 LICENSES & PERMITS 4200 FINES & FORFEITURES 4400 AID FROM OTHER GOVT AGENCIES 4600 CHARGES FOR CURRENT SERVICES 4900 OTHER REVENUE TOTAL REVEN EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES	5,630 269,555 29 UES <u>305,935</u> 449,275 70,205 69,456	5,970 181,846 40 120 215,207 360,480 57,525	5,000 268,131 <u>302,131</u> 530,826 98,539	5,00 268,11 12 302,25 530,82 98,65

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BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019

RUN DATE: 04/30/2019

	Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quarte Budge FY 2018-19
ANIMAL CONTROL NET COST	(283,001)	(247,089)	(398,487)	(398,487
JAIL				
022701 KITCHEN SERVICES REVENUES				
TOTAL REVENUES				
EXPENDITURES				
5000 SALARIES & BENEFITS	341,089	274,799	390,660	390,66
5100 SERVICES & SUPPLIES	502,156	335,068	475,966	475,96
5200 INTERNAL CHARGES	7,065	4,009	5,345	5,34
TOTAL EXPENDITURES	850,310	613,876	871,971	871,97
_				
022701 NET COST	(850,310)	(613,876)	(871,971)	(871,971
022900 JAIL - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	762,504	650,500	770,754	770,75
4600 CHARGES FOR CURRENT SERVICES	74,856	2,541	166,700	166,90
4800 OTHER FINANCING SOURCES	22,884		23,570	23,57
4900 OTHER REVENUE	2,000	2,000	2,000	2,00
TOTAL REVENUES	862,244	655,041	963,024	963,224
EXPENDITURES				
5000 SALARIES & BENEFITS	1,913,417	1,597,495	2,165,096	2,165,09
5100 SERVICES & SUPPLIES	127,162	104,398	154,072	154,27
5200 INTERNAL CHARGES	125,228	111,112	150,708	150,70
TOTAL EXPENDITURES	2,165,807	1,813,005	2,469,876	2,470,07
022900 NET COST	(1,303,563)	(1,157,964)	(1,506,852)	(1,506,852
022910 JAIL - SAFETY PERSONNEL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	276,280	699	333,456	333,45
4600 CHARGES FOR CURRENT SERVICES	3,297	1,968	4,000	4,00
TOTAL REVENUES	279,577	2,667	337,456	337,45
EXPENDITURES				
5000 SALARIES & BENEFITS	1,859,824	1,440,312	1,982,695	1,982,69
5100 SERVICES & SUPPLIES	43			
5200 INTERNAL CHARGES	117,017	45,236	60,315	60,31

BUD020 - THIRD QUARTER BUDGET REVIEW

1	AS OF DATE: 03/31/2019 RUN DAT	E: 04/30/2019 Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quarte Budge FY 2018-1
	022910 NET COST	(1,697,307)	(1,482,881)	(1,705,554)	(1,705,554
022020 141 67	<u> </u>				
022920 JAIL - ST REVENUES	6				
	ND FROM OTHER GOVT AGENCIES	9,797	6 200	44.000	44.00
1100 /	TOTAL REVENUES		6,300	14,280	14,28
		9,191	0,300	14,260	14,28
EXPENDITURES					
5100 s	ERVICES & SUPPLIES	16,896	18,277	46,851	46,85
	TOTAL EXPENDITURES	16,896	18,277	46,851	46,85
	-		174577	10,000	10,00
	022920 NET COST	(7,099)	(11,977)	(32,571)	(32,571
022950 JAIL - CA REVENUES	D RMS PROJECT				
4800 0	THER FINANCING SOURCES	22,588	23,143	23,143	23,14
	TOTAL REVENUES	· · · · · · · · · · · · · · · · · · ·	23,143	23,143	23,14
EXPENDITURES					
5100 S	ERVICES & SUPPLIES	22,588	23,143	23,143	23,14
	TOTAL EXPENDITURES	22,588	23,143	23,143	23,14
	022950 NET COST				
	JAIL NET COST	(3,858,279)	(3,266,698)	(4,116,948)	(4,116,948
SHERIFF					
022700 SHERIFF	- GENERAL				
REVENUES					
4100 L	ICENSES & PERMITS	20,745	10,502	21,050	21,05
4200 F	INES & FORFEITURES	1,545	616	1,500	1,50
4400 A	ID FROM OTHER GOVT AGENCIES	852,366	583,906	878,308	878,75
4600 C	HARGES FOR CURRENT SERVICES	18,963	13,544	39,400	37,90
1	THER FINANCING SOURCES			300,000	300,00
4900 C	THER REVENUE	8,713	558	613	61
	TOTAL REVENUES	902,332	609,126	1,240,871	1,239,82
EXPENDITURES					
	ALARIES & BENEFITS	4 000 071	000 440		
	ERVICES & SUPPLIES	1,220,874	929,112	1,308,401	1,293,78
	ITERNAL CHARGES	484,741	386,112	504,386	517,95
5200 11	TOTAL EXPENDITURES	679,129	522,515	777,783	777,78
	I VIAL EXPENDITURES	2,384,744	1,837,739	2,590,570	2,589,52

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BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019	RU
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RUN DATE: 04/30/2019

	AS OF DATE: 03/31/2019 RUN DAT	E:04/30/2019			
		Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quarter Budget FY 2018-19
	022700 NET COST	(1,482,412)	(1,228,613)	(1,349,699)	(1,349,699)
022706 JAIL S REVENUES	ECURITY PROJECT				
	OTHER FINANCING SOURCES	27,606	22 660	60.000	40.000
4800	TOTAL REVENUES	27,606	23,660	60,000	43,660
		21,000	23,000	00,000	43,000
EXPENDITURES					
5100	SERVICES & SUPPLIES	27,606	29,442	60,000	43,660
	TOTAL EXPENDITURES	27,606	29,442	60,000	43,660
	022706 NET COST		(5,782)		
022710 SHERI REVENUES	FF - SAFETY PERSONNEL				
	CHARGES FOR CURRENT SERVICES	76,094	45,000	65,000	65,000
	TOTAL REVENUES	76,094	45,000	65,000	65,000
	-				
EXPENDITURES					
	SALARIES & BENEFITS	4,316,021	3,540,413	4,928,358	4,928,358
0200	TOTAL EXPENDITURES	259,059 4,575,080	154,413	205,885 5,134,243	205,885
	-	.,	0,00 1,020	0,101,210	0,101,210
	022710 NET COST	(4,498,986)	(3,649,826)	(5,069,243)	(5,069,243)
056610 RAN REVENUES					
4200	FINES & FORFEITURES	35.365	13,629	49,727	49,727
	TOTAL REVENUES	35,365	13,629	49,727	49,727
EXPENDITURES					
5100	SERVICES & SUPPLIES TOTAL EXPENDITURES	35,365	32,078	56,795	56,795
			32,078	56,795	56,795
	056610 NET COST		(18,449)	(7,068)	(7,068)
	SHERIFF NET COST	(5,981,398)	(4,902,670)	(6,426,010)	(6,426,010)
TERANS SERVICE OFF 056600 VETER	ICER ANS SERVICE OFFICER			-	
REVENUES	AID FROM OTHER GOVT AGENCIES	66 768	34 000	83 020	83 000
4400	AID FROM OTHER GOVT AGENCIES	66,768	34,099	83,929	83,92

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BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019

RUN DATE: 04/30/2019

	E:04/30/2019			
			Working	Third Quarte
	Prior Actuals	YTD Actuals	Budget	Budge
	FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-1
TOTAL REVENUES	66,768	34,099	83,929	83,92
	00.000	74 000		
				114,67
				15,67
				7,87
				2,00
I OTAL EXPENDITURES	108,885	82,437	140,218	140,21
056600 NET COST	(42,117)	(48,358)	(56,289)	(56,289
A				
200 FINES & FORFEITURES			10,000	10,00
TOTAL REVENUES			10,000	10,00
-				
100 SERVICES & SUPPLIES		2,499	10,000	10,00
TOTAL EXPENDITURES		2,499	10,000	10,00
056605 NET COST		(2,499)		
VETERANS SERVICE OFFICER NET COST	(42,117)	(50,857)	(56,289)	(56,289
SHERIFF NET COST	(10,164,795)	(8,467,314)	(10,997,734)	(10,997,734
LECTOR				
GENERAL				
600 CHARGES FOR CURRENT SERVICES	301.940	260,591	521 261	521,26
900 OTHER REVENUE	15,677			6,12
TOTAL REVENUES	317,617		527,386	527,38
-				
	440 800			
				530,55
				133,10
TOTAL EXPENDITURES			14,770	15,07
	458,823	394,583	678,722	678,72
I UTAL EXPENDITORES				
	A 200 FINES & FORFEITURES TOTAL REVENUES TOTAL REVENUES TOTAL EXPENDITURES TOTAL EXPENDITURES 056605 NET COST VETERANS SERVICE OFFICER NET COST SHERIFF NET COST LLECTOR GENERAL 600 CHARGES FOR CURRENT SERVICES 900 OTHER REVENUE	FY 2017-18 TOTAL REVENUES 66,768 0000 SALARIES & BENEFITS 92,630 1000 SERVICES & SUPPLIES 10,447 1000 SERVICES & SUPPLIES 10,447 1000 OTHER CHARGES 3,899 1000 OTHER CHARGES 1,909 1010 TOTAL EXPENDITURES 108,885 056600 NET COST (42,117) A 056605 NET COST (42,117) A 056605 NET COST (42,117) SERVICES & SUPPLIES 056605 NET COST (42,117) SHERIFF NET COST (42,117) SHERIFF NET COST VETERANS SERVICE OFFICER NET COST (10,164,795) (10,164,795) LECTOR GENERAL 301,940 15,677 000 CHARGES FOR CURRENT SERVICES 301,940 15,677 000 CHARGES FOR CURRENT SERVICES 301,940 15,677 000 SALARIES & BENEFITS 419,528 317,617 ES 000 SALARIES & BENEFITS 419,528 00 SERVICES & SUPPLI	FY 2017-18 FY 2018-19 TOTAL REVENUES 66,768 34,099 RES 92,630 71,682 5000 SALARIES & BENEFITS 92,630 71,682 5000 SALARIES & BENEFITS 92,630 71,682 5000 SERVICES & SUPPLIES 10,447 7,350 5000 OTHER CHARGES 3,899 2,348 5500 OTHER CHARGES 1,909 1,077 TOTAL EXPENDITURES 108,885 82,457 056600 NET COST (42,117) (48,358) A 200 FINES & FORFEITURES 2,499 TOTAL EXPENDITURES 2,499 TOTAL EXPENDITURES 2,499 VETERANS SERVICE OFFICER NET COST (42,117) VETERANS SERVICE OFFICER NET COST (42,117) VETERANS SERVICE OFFICER NET COST (42,117) VETERANS SERVICE OFFICER NET COST (10,164,795) SHERIFF NET COST (10,164,795) GOO CHARGES FOR CURRENT SERVICES 301,940 260,591 15,677 7,842 317,617 <td>Prior Actuals FY 2017-18 YTD Actuals FY 2018-19 Budget FY 2018-19 TOTAL REVENUES 66,768 34,099 83,929 RES 92,630 71,682 114,671 100 SERVICES & BENEFITS 92,630 71,682 114,671 200 NTERNAL CHARGES 38,999 2,348 7,876 100 SERVICES & SUPPLIES 100,447 7,350 15,671 200 THERNAL CHARGES 38,999 2,348 7,876 100 SERVICES & SUPPLIES 100,447 7,350 140,218 056600 NET COST (42,117) (48,358) (56,289) A 200 FINES & FORFEITURES 10,000 TOTAL REVENUES 2,499 10,000 100 SERVICES & SUPPLIES 2,499 10,000 VETERANS SERVICE OFFICER NET COST (42,117) (50,857) (56,289) 100 SHERIFF NET COST (10,164,795) (8,467,314) (10,997,734) LECTOR 301,940 260,591 521,261 15,677 7,842</td>	Prior Actuals FY 2017-18 YTD Actuals FY 2018-19 Budget FY 2018-19 TOTAL REVENUES 66,768 34,099 83,929 RES 92,630 71,682 114,671 100 SERVICES & BENEFITS 92,630 71,682 114,671 200 NTERNAL CHARGES 38,999 2,348 7,876 100 SERVICES & SUPPLIES 100,447 7,350 15,671 200 THERNAL CHARGES 38,999 2,348 7,876 100 SERVICES & SUPPLIES 100,447 7,350 140,218 056600 NET COST (42,117) (48,358) (56,289) A 200 FINES & FORFEITURES 10,000 TOTAL REVENUES 2,499 10,000 100 SERVICES & SUPPLIES 2,499 10,000 VETERANS SERVICE OFFICER NET COST (42,117) (50,857) (56,289) 100 SHERIFF NET COST (10,164,795) (8,467,314) (10,997,734) LECTOR 301,940 260,591 521,261 15,677 7,842

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019

RUN DATE: 04/30/2019

				Working	Third Quarter
		Prior Actuals	YTD Actuals	Budget	Budget
		FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-19
	TREASURER/TAX COLLECTOR NET COST	(141,206)	(126,150)	(151,336)	(151,336)
	TREASURER NET COST	(141,206)	(126,150)	(151,336)	(151,336)
GRAND JURY					
02200	0 GRAND JURY				
EXPEN	DITURES				
	5100 SERVICES & SUPPLIES	16,188	10,330	23,360	23,360
	5200 INTERNAL CHARGES	599	249	1,000	1,000
	TOTAL EXPENDITURES	16,787	10,579	24,360	24,360
	022000 NET COST	(16,787)	(10,579)	(24,360)	(24,360)
		(,	(10)07.07	(21,000)	(24,000)
	GRAND JURY NET COST	(16,787)	(10,579)	(24,360)	(24,360)
	TRIAL COURT NET COST	(16,787)	(10,579)	(24,360)	(24,360)
	TOTAL NET COST	(372,246)	(6,240,894)	(5,417,263)	(5,417,263)



BUD023 - Income Statement - Non-General Fund 3rd Quarter FY 2018-19

Run Date: 04/30/2019			3rd Quarter	Actual as of	% of Actual	YTD as of
		% of Budget	Budget	3/31/19	to Budget	3/31/18
REVENUES BY TYPE						
TAXES - PROPERTY		0.1%	57,960	44,536	76.8%	42,627
TAXES - SALES		3.6%	1,529,277	1,184,952	77.4%	806,454
LICENSES & PERMITS		1.0%	435,000	242,324	55.7%	241,154
FINES & FORFEITURES		0.0%	5,000	7,071	141.4%	3,683
RENTS & LEASES		0.5%	217,043	373,267	171.9%	215,993
REV USE OF MONEY & PROPERTY		0.6%	256,639	207,383	80.8%	99,379
AID FROM OTHER GOVT AGENCIES		47.9%	20,273,615	10,958,831	54.0%	11,228,355
CHARGES FOR CURRENT SERVICES		19.0%	8,064,484	5,343,839	66.2%	5,370,332
OTHER FINANCING SOURCES		25.4%	10,730,925	1,036,947	9.6%	1,054,727
OTHER REVENUE		1.5%	671,665	186,885	27.8%	66,628
	Total Revenues by Type	100.0%	42,241,608	19,586,040	46.3%	19,129,338
EXPENDITURES BY OBJECT CATEGOR	Y					
SALARIES & BENEFITS		27.5%	11,756,083	7,576,110	64.4%	7,133,103
SERVICES & SUPPLIES	21	37.4%	16,003,691	9,924,551	62.0%	6,272,687
INTERNAL CHARGES		6.1%	2,612,801	1,336,527	51.1%	1,554,380
OTHER CHARGES		0.8%	379,802	142,146	37.4%	183,537
DEBT SERVICE PRINCIPAL		0.6%	283,067	117,000	41.3%	102,000
DEBT SERVICE INTEREST		0.4%	204,191	146,520	71.7%	152,377
FIXED ASSETS		13.8%	5,909,086	1,957,863	33.1%	3,080,655
OTHER FINANCING USES		12.9%	5,523,721	2,209,699	40.0%	25,834
RESERVES		0.0%	9,655			,
	Total Expenditures	100.0%	42,682,097	23,410,417	54.8%	18,504,578
	Change in Fund Balance		(440,489)	(3,824,377)	868.2%	624,760

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BUD023 - Income Statement - Non-General Fund 3rd Quarter FY 2018-19

Run Date: 04/30/2019	% of Budget	3rd Quarter Budget	Actual as of 3/31/19	% of Actual to Budget	YTD as of 3/31/18
EXPENDITURES BY DEPARTMENT	1				Č.
AGRICULTURAL COMMISSIONER					
CANNABIS REGULATION-GENERAL OP	0.1%	47,122	4,688	9.9%	
ES WEED MANAGEMENT GRANT	0.6%	280,747	166,077	59.1%	128,682
INYO MOSQUITO ABATEMENT	1.2%	522,669	333,483	63.8%	558,795
AUDITOR - CONTROLLER					
AC-CALPERS REFUNDING SF	0.8%	350,288	263,520	75.2%	254,377
AUDITOR CONTROLLER - GEN RESV					
AUDITOR CONTROLLER GEOTHERMAL	0.6%	263,360			
AUDITOR-CONTROLLER - ECON STAB					
IFAS UPGRADE	0.4%	184,512	98,417	53.3%	11,328
PILT TRUST	4.3%	1,842,476	1,879,508	102.0%	
PROPERTY TAX UPGRADE	0.1%	75,000	58,523	78.0%	
CAO AUDITOR CONTROLLER					
PHONE SYSTEM REPLACEMENT CAO MP, SOLID WASTE & PARKS	0.8%	350,000			
MOTOR POOL OPERATING	5.0%	2,152,692	1,360,623	63.2%	1,059,453
MOTOR POOL REPLACEMENT	1.8%	780,709	325,687	41.7%	12,949
RECYCLING & WASTE MGMT	10.2%	4,395,785	2,934,228	66.7%	1,965,190
TECOPA LAGOON PHASE 2	0.6%	271,000	_,,		1,225
CHILD SUPPORT SERVICES					-,
CHILD SUPPORT SERVICES COUNTY ADMINISTRATIVE OFFICER	3.0%	1,312,874	736,031	56.0%	789,190
ABATEMENT	0.0%	1,500			
CAO - ACO	7.5%	3,210,000	76,400	2.3%	87,422
CAO-GENERAL RELIEF FUND	0.1%	55,000			
COMPUTER SYSTEMS FUND	0.1%	71,100			
COMPUTER UPGRADE	0.8%	351,796	59,555	16.9%	540
CONSOLIDATED OFFICE BUILDING					
DWR-STATEWIDE FLOOD ER GRANT	0.0%	40,000			
EMERGENCY PREPAREDNESS 18-19	0.3%	128,749	42,475	32.9%	
FISH & GAME	0.0%	5,700	1,956	34.3%	4,472
GREAT BASIN APC GRANT	0.2%	126,370	126,374	100.0%	.,
HOMELAND SECURITY 17-18	0.2%	93,604	20,052	21.4%	
HOMELAND SECURITY 18-19	0.2%	93,429			
NATURAL RESOURCE DEVELOPMENT	0.2%	117,673	72,673	61.7%	6,507
PURCHASING REVOLVING	0.4%	181,837	111,667	61.4%	106,849
COUNTY CLERK					
RECORDERS MICROGRAPHIC/SYSTEM DISTRICT ATTORNEY	0.0%	33,653	21,736	64.5%	23,491
OES-VWAC 17-18	0.0%	41,205	41,197	99.9%	66,492
OES-VWAC 18-19	0.4%	171,466	72,734	42.4%	00,102
FARM ADVISOR		,	,	.2.170	
LEASE RENTAL	0.0%	6,000			
RANGE IMPROVEMENT	0.0%	6,000			
HEALTH & HUMAN SERVICES		,			
CARES GRANT 18-19	0.1%	60,825	34,010	55.9%	1,145
CARES GRANT 19-20	0.0%	19,530			.,
- M					

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BUD023 - Income Statement - Non-General Fund 3rd Quarter FY 2018-19

Run Date: 04/30/2019		3rd Quarter	Actual as of	% of Actual	YTD as of
	% of Budget	Budget	3/31/19	to Budget	3/31/18
CBCAP	0.0%	27,769	21,490	77.3%	33,933
DRINKING DRIVER PROGRAM	0.3%	143,825	104,750	72.8%	82,962
ESAAA	2.3%	1,001,773	629,997	62.8%	619,434
FIRST FIVE COMMISSION	1.0%	442,645	177,725	40.1%	306,082
FIRST PROGRAM	1.3%	584,739	342,592	58.5%	365,449
MATERNAL CHILD HEALTH 18-19	0.4%	185,720	112,902	60.7%	
SUBSTANCE USE DISORDERS	1.8%	794,818	438,911	55.2%	430,831
TOBACCO TAX GRANT 17-20	1.1%	490,534	137,602	28.0%	109,320
WOMEN INFANTS & CHILDREN 17-18	0.2%	91,769	78,100	85.1%	167,711
WOMEN INFANTS & CHILDREN 18-19	0.6%	285,166	139,144	48.7%	
WORK INVESTMENT ACT 18-19	0.2%	104,691	49,306	47.0%	
PERSONNEL					
COUNTY LIABILITY TRUST	2.1%	926,762	660,379	71.2%	613,995
MEDICAL MALPRACTICE TRUST	0.2%	88,607	60,316	68.0%	56,910
WORKERS COMPENSATION TRUST	2.4%	1,038,731	949,252	91.3%	894,665
PLANNING		.,,	0.0,202	0070	001,000
LOCAL AGENCY FORMATION COMMISS	0.1%	49,675	15,357	30.9%	18,190
YUCCA MOUNTAIN OVERSIGHT	0.6%	258,331	158,766	61.4%	17,349
PROBATION	0.070	200,001	100,700	01.470	17,040
CRIMINAL JUSTICE-REALIGNMENT PUBLIC WORKS	1.2%	522,988	113,207	21.6%	111,017
BIG PINE LIGHTING	0.0%	12,136	6,700	55.2%	7,596
BISHOP AIR TAXIWAY REHAB	0.8%	347,923	307,351	88.3%	7,590
BISHOP AIRPORT	4.0%	1,715,746	1,170,053	68.1%	909 205
BISHOP AIRPORT - SPECIAL	0.0%				898,305
BISHOP IMPV-APRON PRJ	0.078	10,000	3,245	32.4%	3,245
COUNTY SERVICE AREA #2	0.2%	109,049	41,092	27.60/	1,638,219
INDEPENDENCE AIRPORT	0.2%	22,407	41,092	37.6%	37,551
INDEPENDENCE AIRPORT - SPECIAL	0.0%	10,800		69.1%	29,838
INDEPENDENCE LIGHTING	0.0%		5,574	51.6%	5,591
INDY H20 UPGRADE	0.1%	43,872	7,394	16.8%	5,273
LONE PINE LIGHTING	0.19/	C2 040	40 570	40 70/	983
LONE PINE/DEATH VALLEY AIR-SP	0.1%	63,313	10,573	16.7%	11,873
LONE PINE/DEATH VALLEY AIRPORT	0.0%	10,104	7,085	70.1%	6,467
LP/DV AIRPORT PAVEMENT	0.2%	125,298	72,717	58.0%	66,249
PUBLIC WORKS - DEFERRED MAINT	0.4%	207,500	194,683	93.8%	
ROAD	1.9%	835,858	503,594	60.2%	188,165
	19.3%	8,280,171	4,795,719	57.9%	3,526,371
	2.7%	1,164,913	462,437	39.6%	1,127,678
SHOSHONE AIRPORT - SPECIAL	0.0%	11,159	7,940	71.1%	16,272
TRANSPORTATION & PLANNING TRST	1.2%	541,702	287,178	53.0%	218,940
WATER SYSTEM - INDEPENDENCE	0.7%	322,602	174,325	54.0%	205,056
WATER SYSTEM - LAWS	0.0%	13,590	9,863	72.5%	12,587
WATER SYSTEM - LONE PINE SHERIFF	0.6%	282,149	184,581	65.4%	188,924
	0.007				
	0.3%	131,186	105,713	80.5%	81,319
	0.0%	7,000	5,767	82.3%	5,000
OFF HWY VEHICLE GRANT 18-19 WATER	0.0%	23,492	1,346	5.7%	
	0.401	004 545	400.00		
BIG PINE RECYCLE WATER PRJ	0.4%	201,549	188,224	93.3%	

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County of Inyo

BUD023 - Income Statement - Non-General Fund 3rd Quarter FY 2018-19

Run Date: 04/30/2019

n Date: 04/30/2019		3rd Quarter	Actual as of	% of Actual	YTD as of
	% of Budget	Budget	3/31/19	to Budget	3/31/18
CEQA STUDY	0.9%	402,468	402,467	100.0%	
GROUNDWATER SUSTAINABILITY PLA OWENS RIVER WATER TRAIL GRANT	1.6%	713,155	27,324	3.8%	
SALT CEDAR PROJECT	0.0%	41,663	34,929	83.8%	33,707
WATER DEPARTMENT	5.5%	2,348,078	1,345,604	57.3%	1,283,392
	100.0%	42,682,097	23,410,417	54.8%	18,504,578

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BUD020 - THIRD QUARTER BUDGET REVIEW

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AS OF DATE: 03/31/2019	RUN DATE: 04/30/2019

		Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quarte Budge FY 2018-19
CULTURAL COMMISSIONER					
AG COMM/SEALER					
023301 CANNABIS	S REGULATION-GENERAL OP				
REVENUES					
4600 CI	HARGES FOR CURRENT SERVICES			281,363	47,12
	TOTAL REVENUES			281,363	47,12
EXPENDITURES					
	ALARIES & BENEFITS		2,258	147,117	25,06
	ERVICES & SUPPLIES		2,200	19,151	18,30
	ITERNAL CHARGES		416	41,600	3,75
	ESERVES		410	73,495	5,75
0000 11	TOTAL EXPENDITURES		4,688	281,363	47,12
			.,		
	023301 NET COST		(4,688)		
621300 ES WEED	MANAGEMENT GRANT				
REVENUES					
	EV USE OF MONEY & PROPERTY	(58)	(394)		
	D FROM OTHER GOVT AGENCIES	188,168	127,220	271,583	271,58
	HARGES FOR CURRENT SERVICES	3,205	1,043	5,000	5,00
	THER FINANCING SOURCES	5,205	4,164	4,164	4,16
	TOTAL REVENUES	191,315	132,033	280,747	280,74
EXPENDITURES					
		450 700			
		150,760	135,205	215,854	215,85
	ERVICES & SUPPLIES TERNAL CHARGES	10,342	11,212	33,772	33,71
5200 11	TOTAL EXPENDITURES	16,370	19,661	31,121	31,17
	TOTAL EXPENDITURES	177,472	166,078	280,747	280,74
	621300 NET COST	13,843	(34,045)		
		40.040	(00.722)		
	AG COMM/SEALER NET COST	13,843	(38,733)		
MOSQUITO CONTROL		~			
REVENUES					
	EV USE OF MONEY & PROPERTY	230	(8)	193	19
	D FROM OTHER GOVT AGENCIES	273,917	5,854	42,000	42,00
	HARGES FOR CURRENT SERVICES	468,976	259,443	479,776	479,77
4900 01	THER REVENUE	1,029		700	70
	TOTAL REVENUES	744,152	265,289	522,669	522,66

BUD020 - THIRD QUARTER BUDGET REVIEW

			Working	Third Quarter
	Prior Actuals	YTD Actuals	Budget	Budge
	FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-19
5000 SALARIES & BENEFITS	327,068	233,715	358,410	358,410
5100 SERVICES & SUPPLIES	366,966	51,462	75,875	75,87
5200 INTERNAL CHARGES	66,171	44,144	74,357	74,35
5600 FIXED ASSETS			9,863	9,863
5700 DEPRECIATION	14,743			
5800 OTHER FINANCING USES		4,164	4,164	4,164
TOTAL EXPENDITURES	774,948	333,485	522,669	522,669
154101 NET COST	(30,796)	(68,196)		
MOSQUITO CONTROL NET COST	(30,796)	(68,196)		
AGRICULTURAL COMMISSIONER NET COST	(16,953)	(106,929)		
TOR - CONTROLLER				
AUDITOR-CONTROLLER				
010404 AC-CALPERS REFUNDING SF				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	691	502		
4600 CHARGES FOR CURRENT SERVICES	339,245	262,716	350,288	350,28
TOTAL REVENUES	·	263,218	350,288	350,28
EXPENDITURES				
5550 DEBT SERVICE PRINCIPAL	137,000	117,000	156,000	156,000
5560 DEBT SERVICE INTEREST	202,235	146,520	194,288	194,288
TOTAL EXPENDITURES		263,520	350,288	350,28
010404 NET COST	701	(302)		
010405 AUDITOR CONTROLLER - GEN RESV				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	37,646	25,049	30,000	30,000
4800 OTHER FINANCING SOURCES	72,649	20,040	00,000	50,000
TOTAL REVENUES		25,049	30,000	20.000
	110,295	25,049	30,000	30,000
010405 NET COST	110,295	25,049	30,000	30,000
010406 AUDITOR CONTROLLER GEOTHERMAL				
REVENUES				
4300 RENTS & LEASES	44,976	234,212		
	44,970	234,212		
TOTAL REVENUES	44,976	234,212		

BUD020 - THIRD QUARTER BUDGET REVIEW

AS	OF DAT	FE:03/31/2019	RUN	DAT

	AS OF DATE: 03/31/2019 RUN DAT	E:04/30/2019		Working	Third Quarte
		Prior Actuals	YTD Actuals	Budget	Budg
		FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-
5800	OTHER FINANCING USES	56,790		323,360	263,36
	TOTAL EXPENDITURES	56,790		323,360	263,36
	-				
	010406 NET COST	(11,814)	234,212	(323,360)	(263,36
010407 AUDIT	OR-CONTROLLER - ECON STAB				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	37,371	24,868	30,000	30,0
4800	OTHER FINANCING SOURCES	72,649		,	600,0
	TOTAL REVENUES	110,020	24,868	30,000	630,00
EXPENDITURES					
	TOTAL EXPENDITURES				
	-				
	010407 NET COST	110,020	24,868	30,000	630,00
500458 PILT TI	RUST				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	1,879,508			
4400	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES	1,879,508 1,879,508			
4400 EXPENDITURES					
EXPENDITURES			1,879,508	1.842.476	1.842.4
EXPENDITURES	TOTAL REVENUES		1,879,508 1,879,508	1,842,476 1,842,476	
EXPENDITURES	TOTAL REVENUES				
EXPENDITURES	TOTAL REVENUES				1,842,47
EXPENDITURES	TOTAL REVENUES	1,879,508	1,879,508	1,842,476	1,842,47 1,842,47 (1,842,47 (1,842,47)
EXPENDITURES	TOTAL REVENUES	1,879,508	1,879,508 (1,879,508)	1,842,476	1,842,47
EXPENDITURES 5800	TOTAL REVENUES	1,879,508	1,879,508 (1,879,508)	1,842,476	1,842,47
EXPENDITURES 5800	TOTAL REVENUES	1,879,508	1,879,508 (1,879,508)	1,842,476	1,842,47
EXPENDITURES 5800 INFORMATION SERVICES 011806 IFAS U EXPENDITURES	TOTAL REVENUES	1,879,508	1,879,508 (1,879,508)	1,842,476 (1,842,476) (2,105,836)	1,842,47 (1,842,47 (1,445,83
EXPENDITURES 5800 INFORMATION SERVICES 011806 IFAS U EXPENDITURES 5100	TOTAL REVENUES	1,879,508 1,879,508 2,088,710	1,879,508 (1,879,508) (1,595,681)	1,842,476 (1,842,476) (2,105,836) 9,512	1,842,47
EXPENDITURES 5800 INFORMATION SERVICES 011806 IFAS U EXPENDITURES 5100	TOTAL REVENUES	1,879,508 1,879,508 2,088,710	1,879,508 (1,879,508) (1,595,681) 1,906	1,842,476 (1,842,476) (2,105,836)	1,842,47 (1,842,47 (1,445,83 9,5 ⁻ 175,00
EXPENDITURES 5800 INFORMATION SERVICES 011806 IFAS U EXPENDITURES 5100	TOTAL REVENUES	1,879,508 1,879,508 2,088,710 25,277 25,277	1,879,508 (1,879,508) (1,595,681) 1,906 96,512 98,418	1,842,476 (1,842,476) (2,105,836) 9,512 175,000 184,512	1,842,47 (1,842,47 (1,445,83 9,5 175,00
EXPENDITURES 5800 INFORMATION SERVICES 011806 IFAS U EXPENDITURES 5100	TOTAL REVENUES OTHER FINANCING USES TOTAL EXPENDITURES 500458 NET COST AUDITOR-CONTROLLER NET COST PGRADE SERVICES & SUPPLIES FIXED ASSETS	1,879,508 1,879,508 2,088,710 25,277	1,879,508 (1,879,508) (1,595,681) 1,906 96,512	1,842,476 (1,842,476) (2,105,836) 9,512 175,000	1,842,47 (1,842,47 (1,445,83

TREASURER/TAX COLLECTOR

011804 PROPERTY TAX UPGRADE

BUD020 - THIRD QUARTER BUDGET REVIEW

		AS OF DATE: 03/31/2019 RUN DAT	E:04/30/2019			
			Dries Actuals		Working	Third Quarte
			Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Budget FY 2018-19	Budge FY 2018-11
	REVENUES				11 2010 10	1120101
		TOTAL REVENUES				_
	EXPENDITURES					
	5100	SERVICES & SUPPLIES		40,000	56,000	56,00
į.	5600	FIXED ASSETS		18,523	19,000	19,00
		TOTAL EXPENDITURES		58,523	75,000	75,00
		011804 NET COST		(58,523)	(75,000)	(75,000
		TREASURER/TAX COLLECTOR NET COST		(58,523)	(75,000)	(75,000
		- AUDITOR - CONTROLLER NET COST	2,063,433	(1,752,622)	(2,365,348)	(1,705,348
				(1) - (1)	(-)	11.0010
INF	ORMATION SERVICES					
	EXPENDITURES	SYSTEM REPLACEMENT				
	5600	FIXED ASSETS			350,000	350,00
		TOTAL EXPENDITURES			350,000	350,00
		011807 NET COST			(350,000)	(350,000
		_				(
		INFORMATION SERVICES NET COST			(350,000)	(350,000
		CAO AUDITOR CONTROLLER NET COST			(350,000)	(350,000
	MINISTRATIVE OFFICE	2				
	JNTY ADMINISTRATIVE					
1	010201 CAO - A					
	REVENUES					
	4600	CHARGES FOR CURRENT SERVICES	51,351		51,351	51,35
		OTHER FINANCING SOURCES	206,000		51,551	51,55
		TOTAL REVENUES	257,351		51,351	51,35
		=				
	EXPENDITURES					
	5100	SERVICES & SUPPLIES	110,061	76,401	410,000	410,00
		FIXED ASSETS			300,000	300,00
					2 500 000	2,500,00
		OTHER FINANCING USES			2,500,000	
		OTHER FINANCING USES TOTAL EXPENDITURES	110,061	76,401	3,210,000	
			110,061	76,401		3,210,000

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019 RUN DAT	E:04/30/2019			
	Drine Astrola			Third Quarter
	Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Budget FY 2018-19	Budget FY 2018-19
010204 NATURAL RESOURCE DEVELOPMENT	11201110	11201010	11201010	11201010
REVENUES				
4800 OTHER FINANCING SOURCES	30,000			
TOTAL REVENUES	30,000			
-				
EXPENDITURES				
5100 SERVICES & SUPPLIES	10,128	72,673	117,673	117,673
TOTAL EXPENDITURES	10,128	72,673	117,673	117,673
010204 NET COST	19,872	(72,673)	(117,673)	(117,673)
-				
010403 ABATEMENT				
REVENUES				
4800 OTHER FINANCING SOURCES				1,500
TOTAL REVENUES				1,500
EXPENDITURES				
5100 SERVICES & SUPPLIES				1,500
TOTAL EXPENDITURES				1,500
· · · · ·				.,
010403 NET COST				
010403 NET COST				
011809 CONSOLIDATED OFFICE BUILDING				
REVENUES				
4800 OTHER FINANCING SOURCES		509,859	8,309,859	8,309,859
TOTAL REVENUES		509,859	8,309,859	8,309,859
011809 NET COST		509,859	8,309,859	8,309,859
-				
610189 GREAT BASIN APC GRANT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	1,443	954		
TOTAL REVENUES	1,443	954		
EXPENDITURES				
5100 SERVICES & SUPPLIES		126,374	126,370	126,370
TOTAL EXPENDITURES		126,374	126,370	126,370
		6855F# 04030		
		(405 400)	(126,370)	(126,370)
610189 NET COST	1,443	(125,420)	(120,370)	(120,010)
610189 NET COST	1,443	235,365	4,907,167	4,907,167

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019	RUN DATE: 04/30/2019
AU OI DAIL.00/01/2018	KON DATE.04/30/2019

				Working	Third Quarte
		Prior Actuals	YTD Actuals	Budget	Budge
		FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-1
INFORMATION SERVICES					
011808 COMPUTER UPGRADE					
REVENUES					
4600 CHARGES FOR C	CURRENT SERVICES	346,885	226,625	346,672	346,672
	TOTAL REVENUES	346,885	226,625	346,672	346,672
EXPENDITURES 5100 SERVICES & SUF		400.077	50 555	054 700	054 70
5100 SERVICES & SUF	TOTAL EXPENDITURES	188,877	59,555	351,796	351,79
	TOTAL EXPENDITORES	100,077	59,555	351,796	351,79
	011808 NET COST	158,008	167,070	(5,124)	(5,124
	-		,	101-012	
699900 COMPUTER SYSTEMS FU	DND				
REVENUES					
4800 OTHER FINANCI	NG SOURCES	273,649			
	TOTAL REVENUES	273,649			
EVENDEUDEO					
		0.000			
5800 OTHER FINANCI	TOTAL EXPENDITURES	3,000		71,100	71,10
	-	3,000		71,100	71,10
	699900 NET COST	270,649		(71,100)	(71,100
INFORMA	TION SERVICES NET COST	428,657	167,070	(76,224)	(76,224
		120,001	107,070	(10,224)	110,224
FFICE OF DISASTER SERVICES					
010205 CAO-GENERAL RELIEF F	UND				
REVENUES					
4400 AID FROM OTHE		251,759	96,647		
	TOTAL REVENUES	251,759	96,647		
EXPENDITURES					
5100 SERVICES & SUF	PLIES			40.000	40.00
5200 INTERNAL CHAR				40,000 15,000	40,000 15,000
	TOTAL EXPENDITURES			55,000	55,000
	-				
	010205 NET COST	251,759	96,647	(55,000)	(55,000
610389 DWR-STATEWIDE FLOOD		251,759	96,647	(55,000)	(55,000
610389 DWR-STATEWIDE FLOOD REVENUES		251,759	96,647	(55,000)	(55,000
	O10205 NET COST	251,759	96,647	(55,000) 40,000	(55,000

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BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019 RU

9	RUN	DATE: 04/30/2019	

	AS OF DATE:	03/31/2019 RUN DAT	E:04/30/2019			
					Working	Third Quarte
			Prior Actuals	YTD Actuals	Budget	Budge
			FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-1
EXPENDITUR	ES					
	100 SERVICES & SUPP				12,900	12,90
52	200 INTERNAL CHARGE	ES			1,900	1,90
56	500 FIXED ASSETS				25,200	25,20
		TOTAL EXPENDITURES			40,000	40,00
		610389 NET COST				
623717 HOM	IELAND SECURITY 17-	-				
REVENUES						
44	400 AID FROM OTHER	GOVT AGENCIES		21,055	93,604	93,60
		TOTAL REVENUES		21,055	93,604	93,60
EXPENDITUR	FS					
	 100 SERVICES & SUPP	LIES		20,052	30,924	30,92
52	200 INTERNAL CHARGE	ES			4,680	4,68
	500 FIXED ASSETS				58,000	58,00
		TOTAL EXPENDITURES		20,052	93,604	93,60
		-				
		623717 NET COST		1,003		
623718 HON	ELAND SECURITY 18-1	19				
REVENUES						
44	100 AID FROM OTHER	GOVT AGENCIES			93,429	93,42
		TOTAL REVENUES			93,429	93,42
		~				
EXPENDITURI	ES					
	100 SERVICES & SUPP	LIES			38,500	38,50
56	600 FIXED ASSETS				54,929	54,92
		TOTAL EXPENDITURES			93,429	93,42
		623718 NET COST				
623818 EME REVENUES	RGENCY PREPAREDN	ESS 18-19				
	100 AID FROM OTHER	GOVT AGENCIES		28,593	128,749	128,74
		TOTAL REVENUES		28,593	128,749	128,74
EXPENDITURI						
	000 SALARIES & BENER		333	38,803	48,745	48,74
	100 SERVICES & SUPP			•	68,164	43,16
52	200 INTERNAL CHARGE	-5		3,672	11,840	11,84
	500 FIXED ASSETS					25,00

BUD020 - THIRD QUARTER BUDGET REVIEW

	: 04/30/2019 Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quarte Budge FY 2018-19
TOTAL EXPENDITURES	333	42,475	128,749	128,749
623818 NET COST	(333)	(13,882)		
OFFICE OF DISASTER SERVICES NET COST	251,426	83,768	(55,000)	(55,000
– – – – – – – – – – – – – – – – – – –				
200300 PURCHASING REVOLVING REVENUES				
4600 CHARGES FOR CURRENT SERVICES 4900 OTHER REVENUE	173,174 2,582	84,456	175,000	175,00
TOTAL REVENUES	175,756	84,456	175,000	175,00
EXPENDITURES				
5100 SERVICES & SUPPLIES	171,996	111,667	181,837	181,83
TOTAL EXPENDITURES	171,996	111,667	181,837	181,83
200300 NET COST	3,760	(27,211)	(6,837)	(6,83)
PURCHASING NET COST	3,760	(27,211)	(6,837)	(6,837
WATER	0,100	(21,211)	(0,001)	(0,007
024200 FISH & GAME				
REVENUES				
4200 FINES & FORFEITURES	6,577	7,072	5,000	5,00
	6,577	7,072	5,000 5,000	
4200 FINES & FORFEITURES				
4200 FINES & FORFEITURES	6,577 7,441			5,00 5,00 5,70
4200 FINES & FORFEITURES TOTAL REVENUES	6,577	7,072	5,000	5,00
4200 FINES & FORFEITURES TOTAL REVENUES EXPENDITURES 5100 SERVICES & SUPPLIES	6,577 7,441	7,072	5,000	5,00
4200 FINES & FORFEITURES TOTAL REVENUES EXPENDITURES 5100 SERVICES & SUPPLIES TOTAL EXPENDITURES	6,577 7,441 7,441	7,072 1,957 1,957	5,000 5,700 5,700	5,00 5,70 5,70 (700
4200 FINES & FORFEITURES TOTAL REVENUES EXPENDITURES 5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 024200 NET COST	6,577 7,441 7,441 (864)	7,072 1,957 1,957 5,115	5,000 5,700 5,700 (700)	5,00 5,70 5,70 (700 (700
4200 FINES & FORFEITURES TOTAL REVENUES EXPENDITURES 5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 024200 NET COST WATER NET COST COUNTY ADMINISTRATIVE OFFICER NET COST SOLID WASTE & PARKS	6,577 7,441 7,441 (864) (864)	7,072 1,957 1,957 5,115 5,115	5,000 5,700 5,700 (700) (700)	5,00 5,70 5,70 (700 (700
4200 FINES & FORFEITURES TOTAL REVENUES EXPENDITURES 5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 024200 NET COST WATER NET COST COUNTY ADMINISTRATIVE OFFICER NET COST	6,577 7,441 7,441 (864) (864)	7,072 1,957 1,957 5,115 5,115	5,000 5,700 5,700 (700) (700)	5,00 5,70 5,70 (700 (700
4200 FINES & FORFEITURES TOTAL REVENUES EXPENDITURES 5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 024200 NET COST WATER NET COST COUNTY ADMINISTRATIVE OFFICER NET COST SOLID WASTE & PARKS MOTOR POOL 200100 MOTOR POOL OPERATING	6,577 7,441 7,441 (864) (864)	7,072 1,957 1,957 5,115 5,115	5,000 5,700 5,700 (700) (700)	5,00 5,70 5,70

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019

19	RUN DATE: 04/30/2019
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						Working	Third Quarte
				Prior Actuals	YTD Actuals	Budget	Budge
				FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-19
		HER FINANCING SOURCES		232,691	325,687	680,709	780,709
	4900 OT			7,748		15,000	15,000
		TOTAL	REVENUES	1,138,548	1,062,706	1,602,709	1,716,544
EXPENDITU	JRES						
	5000 SA	LARIES & BENEFITS		232,092	157,306	197,819	197,819
	5100 SE	RVICES & SUPPLIES		623,939	826,733	1,159,081	1,170,810
	5200 INT	TERNAL CHARGES		56,854	50,896	66,274	68,374
	5600 FIX	(ED ASSETS			325,687	615,683	715,683
	5700 DE	PRECIATION		582,817			
		TOTAL EXPL		1,495,702	1,360,622	2,038,857	2,152,692
		200100		(357,154)	(297,916)	(436,148)	(436,148
200200 M		OL REPLACEMENT					
REVENUES							
	4350 RE	VUSE OF MONEY & PROPER	TY	12,086	8,780	9,500	9,500
	4600 CH	ARGES FOR CURRENT SERV	ICES	371,233	274,247	340,000	340,000
		TOTAL		383,319	283,027	349,500	349,500
EXPENDITU	JRES						
		HER FINANCING USES		232,691	325,687	680,709	780,709
		TOTAL EXPL		232,691	325,687	680,709	780,709
		200200		150,628	(42,660)	(331,209)	(431,209
		MOTOR POOL	NET COST	(206 526)	(340 576)	(767 357)	(867 357
		MOTOR POOL	NET COST	(206,526)	(340,576)	(767,357)	(867,357
DLID WASTE DISPO			NET COST	(206,526)	(340,576)	(767,357)	(867,357
	ECYCLING	MOTOR POOL G & WASTE MGMT	NET COST	(206,526)	(340,576)	(767,357)	(867,357
045700 RE REVENUES	ECYCLING		NET COST	(206,526)	(340,576)	(767,357)	(867,357
045700 RE REVENUES	4060 TA	G & WASTE MGMT	NET COST	1,471,191			1,425,000
045700 RE REVENUES	4060 TAX 4100 LIC	G & WASTE MGMT XES - SALES			1,124,124	1,425,000	
045700 RE Revenues	4060 TA 4100 LIC 4350 RE	G & WASTE MGMT XES - SALES XENSES & PERMITS	TY	1,471,191 474,167	1,124,124 223,620	1,425,000 415,000	1,425,000 415,000 14,380
045700 RE REVENUES	4060 TA 4100 LIC 4350 RE 4400 AIC	G & WASTE MGMT XES - SALES XENSES & PERMITS V USE OF MONEY & PROPER	TY	1,471,191 474,167 19,535 15,000	1,124,124 223,620	1,425,000 415,000 14,380 15,000	1,425,000 415,000 14,380 15,000
045700 RE Revenues	4060 TA 4100 LIC 4350 RE 4400 AIC 4600 CH	G & WASTE MGMT XES - SALES EENSES & PERMITS V USE OF MONEY & PROPER D FROM OTHER GOVT AGENC	TY	1,471,191 474,167 19,535 15,000 1,540,719	1,124,124 223,620 18,587	1,425,000 415,000 14,380	1,425,000 415,000 14,380
045700 RE REVENUES	4060 TA 4100 LIC 4350 RE 4400 AIC 4600 CH 4800 OT	G & WASTE MGMT XES - SALES XENSES & PERMITS V USE OF MONEY & PROPER O FROM OTHER GOVT AGENC VARGES FOR CURRENT SERV	TY	1,471,191 474,167 19,535 15,000 1,540,719 200,000	1,124,124 223,620 18,587	1,425,000 415,000 14,380 15,000 1,413,950	1,425,000 415,000 14,380 15,000 1,413,950
045700 RE REVENUES	4060 TA 4100 LIC 4350 RE 4400 AIC 4600 CH 4800 OT	G & WASTE MGMT XES - SALES ENSES & PERMITS V USE OF MONEY & PROPER D FROM OTHER GOVT AGENC ARGES FOR CURRENT SERV HER FINANCING SOURCES HER REVENUE	TY	1,471,191 474,167 19,535 15,000 1,540,719	1,124,124 223,620 18,587	1,425,000 415,000 14,380 15,000	1,425,000 415,000 14,380 15,000
045700 RE REVENUES	4060 TA 4100 LIC 4350 RE 4400 AIC 4600 CH 4800 OT 4900 OT	G & WASTE MGMT XES - SALES ENSES & PERMITS V USE OF MONEY & PROPER D FROM OTHER GOVT AGENC ARGES FOR CURRENT SERV HER FINANCING SOURCES HER REVENUE	TY HES ICES	1,471,191 474,167 19,535 15,000 1,540,719 200,000 1,518	1,124,124 223,620 18,587 918,324	1,425,000 415,000 14,380 15,000 1,413,950 25,000	1,425,000 415,000 14,380 15,000 1,413,950 515,099
045700 RE REVENUES EXPENDITU	4060 TA 4100 LIC 4350 RE 4400 AIC 4600 CH 4800 OT 4900 OT	G & WASTE MGMT XES - SALES ENSES & PERMITS V USE OF MONEY & PROPER O FROM OTHER GOVT AGENO FROM OTHER GOVT AGENO HARGES FOR CURRENT SERV HER FINANCING SOURCES HER REVENUE TOTAL	TY HES ICES	1,471,191 474,167 19,535 15,000 1,540,719 200,000 1,518 3,722,130	1,124,124 223,620 18,587 918,324 2,284,655	1,425,000 415,000 14,380 15,000 1,413,950 25,000 3,308,330	1,425,000 415,000 14,380 15,000 1,413,950 515,099 3,798,429
045700 RE REVENUES EXPENDITU	4060 TA3 4100 LIC 4350 RE 4400 AID 4600 CH 4800 OT 4900 OT 4900 OT JRES 5000 SAI	G & WASTE MGMT XES - SALES ENSES & PERMITS V USE OF MONEY & PROPER D FROM OTHER GOVT AGENC ARGES FOR CURRENT SERV HER FINANCING SOURCES HER REVENUE	TY HES ICES	1,471,191 474,167 19,535 15,000 1,540,719 200,000 1,518	1,124,124 223,620 18,587 918,324	1,425,000 415,000 14,380 15,000 1,413,950 25,000	1,425,000 415,000 14,380 15,000 1,413,950 515,099

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/201

19	RUN	DATE: 04/30/2019
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				Working	Third Quarter
		Prior Actuals	YTD Actuals	Budget	Budget
		FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-19
	5550 DEBT SERVICE PRINCIPAL	127,340		228,778	123,472
	5560 DEBT SERVICE INTEREST	18,892		9,240	9,240
	5600 FIXED ASSETS		674,393	792,850	1,273,623
	5900 RESERVES			376,694	
	TOTAL EXPENDITURES	2,548,523	2,934,227	4,387,686	4,395,785
	045700 NET COST	1,173,607	(649,572)	(1.070.256)	(507.256)
	043700 NET COST_	1,173,007	(049,072)	(1,079,356)	(597,356)
	TECOPA LAGOON PHASE 2				
EXPENDI					
	5100 SERVICES & SUPPLIES	1,307		21,000	21,000
	5600 FIXED ASSETS			250,000	250,000
	TOTAL EXPENDITURES	1,307		271,000	271,000
	643111 NET COST	(1,307)		(271,000)	(271,000)
	4 				
	SOLID WASTE DISPOSAL NET COST	1,172,300	(649,572)	(1,350,356)	(868,356)
PORT SERVICES	CAO MP, SOLID WASTE & PARKS NET COST	965,774	(990,148)	(2,117,713)	(1,735,713)
ILD SUPPORT	CHILD SUPPORT SERVICES	965,774	(990,148)	(2,117,713)	(1,735,713)
LD SUPPORT 022501	CHILD SUPPORT SERVICES	965,774 2,029	(990,148) 1,207	(2,117,713)	
ILD SUPPORT 022501	CHILD SUPPORT SERVICES				700
ILD SUPPORT 022501	CHILD SUPPORT SERVICES ES 4350 REV USE OF MONEY & PROPERTY	2,029	1,207	700	700 1,304,838
ILD SUPPORT 022501	CHILD SUPPORT SERVICES ES 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES TOTAL REVENUES	2,029 1,069,547	1,207 774,049	700 1,304,838	700 1,304,838
ILD SUPPORT 022501 REVENUE	CHILD SUPPORT SERVICES ES 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES TOTAL REVENUES	2,029 1,069,547	1,207 774,049	700 1,304,838	700 1,304,838 1,305,538
ILD SUPPORT 022501 REVENUE	CHILD SUPPORT SERVICES ES 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES TOTAL REVENUES	2,029 1,069,547 1,071,576	1,207 774,049 775,256	700 1,304,838 1,305,538	700 1,304,838 1,305,538 1,084,434
ILD SUPPORT 022501 REVENUE	CHILD SUPPORT SERVICES ES 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES TOTAL REVENUES TURES 5000 SALARIES & BENEFITS	2,029 1,069,547 1,071,576 836,489	1,207 774,049 775,256 598,356	700 1,304,838 1,305,538 1,084,434	700 1,304,838 1,305,538 1,084,434 142,776
ILD SUPPORT 022501 REVENUE	CHILD SUPPORT SERVICES ES 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES	2,029 1,069,547 1,071,576 836,489 104,621	1,207 774,049 775,256 598,356 91,514	700 1,304,838 1,305,538 1,084,434 142,776	(1,735,713) 700 1,304,838 1,305,538 1,084,434 142,776 85,664 1,312,874
ILD SUPPORT 022501 REVENUE	CHILD SUPPORT SERVICES 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES	2,029 1,069,547 1,071,576 836,489 104,621 93,876 1,034,986	1,207 774,049 775,256 598,356 91,514 46,162 736,032	700 1,304,838 1,305,538 1,084,434 142,776 85,664 1,312,874	700 1,304,838 1,305,538 1,084,434 142,776 85,664 1,312,874
ILD SUPPORT 022501 REVENUE	CHILD SUPPORT SERVICES ES 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES	2,029 1,069,547 1,071,576 836,489 104,621 93,876	1,207 774,049 775,256 598,356 91,514 46,162	700 1,304,838 1,305,538 1,084,434 142,776 85,664	700 1,304,838 1,305,538 1,084,434 142,776 85,664
ILD SUPPORT 022501 REVENUE	CHILD SUPPORT SERVICES 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES	2,029 1,069,547 1,071,576 836,489 104,621 93,876 1,034,986	1,207 774,049 775,256 598,356 91,514 46,162 736,032	700 1,304,838 1,305,538 1,084,434 142,776 85,664 1,312,874	700 1,304,838 1,305,538 1,084,434 142,776 85,664 1,312,874

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019

RUN DATE: 04/30/2019

			Drive Astucle		Working	Third Quarte
			Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Budget FY 2018-19	Budge FY 2018-1
	REVENUES		112017-10	112010-10	112010-13	112010-1
	4350 REV USE OF MONEY & PROPER	ΓY	1,671	1,122	800	80
	4600 CHARGES FOR CURRENT SERVI		28,554	22,582	24,000	24,00
	4800 OTHER FINANCING SOURCES		1,542		1,000	1,00
	TOTAL		31,767	23,704	25,800	25,80
i.	EXPENDITURES					
	5000 SALARIES & BENEFITS		3,778	2,942	3,942	3,94
	5100 SERVICES & SUPPLIES		25,010	18,750	28,650	28,65
	5200 INTERNAL CHARGES		1,157	46	1,061	1,06
	TOTAL EXPE		29,945	21,738	33,653	33,65
		-		- ,,		
	023401	NET COST	1,822	1,966	(7,853)	(7,85
	RECORDER	NET COST	1,822	1,966	(7,853)	(7,853
	COUNTY CLERK	NET COST	1,822	1,966	(7,853)	(7,85
	IORNEY IRICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES					
	RICT ATTORNEY 620417 OES-VWAC 17-18					
	RICT ATTORNEY	IES	103,881	40,721	40,721	40,72
	RICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENCI	ies Revenues	103,881 103,881	40,721	40,721	
	RICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENCI					,
	RICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENC TOTAL F		103,881	40,721	40,721	40,72
	RICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENCI TOTAL F		103,881 78,289	40,721	40,721 28,205	40,72
	RICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENCI TOTAL F EXPENDITURES 5000 SALARIES & BENEFITS		103,881	40,721	40,721	40,72 28,20 9,7
	RICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENCH TOTAL F EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES	REVENUES	103,881 78,289 13,927	40,721 28,200 9,711	40,721 28,205 9,711	40,72 28,20 9,71 3,28
	IRICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENCY 4400 AID FROM OTHER GOVT AGENCY TOTAL F 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES	REVENUES	103,881 78,289 13,927 11,186	40,721 28,200 9,711 3,288	40,721 28,205 9,711 3,289	40,72 28,20 9,71 3,28
	RICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENCI TOTAL F EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES	REVENUES	103,881 78,289 13,927 11,186	40,721 28,200 9,711 3,288	40,721 28,205 9,711 3,289	40,72 28,20 9,71 3,28 41,20
	RICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENCI TOTAL F EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES	REVENUES	103,881 78,289 13,927 11,186 103,402	40,721 28,200 9,711 3,288 41,199	40,721 28,205 9,711 3,289 41,205	40,72 28,20 9,71 3,28 41,20
	RICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENCI TOTAL F EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPE 620417	REVENUES	103,881 78,289 13,927 11,186 103,402	40,721 28,200 9,711 3,288 41,199	40,721 28,205 9,711 3,289 41,205	40,72 28,20 9,71 3,28 41,20
	FRICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENCI TOTAL F EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDIATION 620418 OES-VWAC 18-19	REVENUES	103,881 78,289 13,927 11,186 103,402	40,721 28,200 9,711 3,288 41,199	40,721 28,205 9,711 3,289 41,205 (484)	40,72 28,20 9,71 3,28 41,20 (484
	IRICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENCI TOTAL F EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPE 620418 OES-VWAC 18-19 REVENUES 4400 AID FROM OTHER GOVT AGENCI	REVENUES	103,881 78,289 13,927 11,186 103,402	40,721 28,200 9,711 3,288 41,199	40,721 28,205 9,711 3,289 41,205	40,72 28,20 9,71 3,28 41,20 (484 (484
	IRICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENCI TOTAL F EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPE 620418 OES-VWAC 18-19 REVENUES 4400 AID FROM OTHER GOVT AGENCI	REVENUES	103,881 78,289 13,927 11,186 103,402	40,721 28,200 9,711 3,288 41,199	40,721 28,205 9,711 3,289 41,205 (484) 171,466	40,72 28,20 9,71 3,28 41,20 (48-
	IRICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENCI TOTAL F EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPE 620418 OES-VWAC 18-19 REVENUES 4400 AID FROM OTHER GOVT AGENCI TOTAL F EXPENDITURES	REVENUES	103,881 78,289 13,927 11,186 103,402	40,721 28,200 9,711 3,288 41,199 (478)	40,721 28,205 9,711 3,289 41,205 (484) 171,466 171,466	40,72 28,20 9,71 3,28 41,20 (48 171,46 171,46
	IRICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENCI TOTAL F EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES 4400 AID FROM OTHER GOVT AGENCI TOTAL F EXPENDITURES 5000 SALARIES & BENEFITS	REVENUES	103,881 78,289 13,927 11,186 103,402	40,721 28,200 9,711 3,288 41,199 (478)	40,721 28,205 9,711 3,289 41,205 (484) 171,466 171,466 171,466	40,72 28,20 9,71 3,28 41,20 (484 171,46 171,46 171,46
	IRICT ATTORNEY 620417 OES-VWAC 17-18 REVENUES 4400 AID FROM OTHER GOVT AGENCI TOTAL F EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPE 620418 OES-VWAC 18-19 REVENUES 4400 AID FROM OTHER GOVT AGENCI TOTAL F EXPENDITURES	REVENUES	103,881 78,289 13,927 11,186 103,402	40,721 28,200 9,711 3,288 41,199 (478)	40,721 28,205 9,711 3,289 41,205 (484) 171,466 171,466	40,72 40,72 28,20 9,71 3,28 41,20 (484 171,46 171,46 171,46 115,02 47,33 9,10

BUD020 - THIRD QUARTER BUDGET REVIEW

FY 2017-18 620418 NET COST DISTRICT ATTORNEY NET COST 479 DISTRICT ATTORNEY NET COST 479 FARM ADVISOR 024300 RANGE IMPROVEMENT REVENUES 4400 AID FROM OTHER GOVT AGENCIES 844 TOTAL REVENUES 5100 SERVICES & SUPPLIES 024300 NET COST 844 024400 LEASE RENTAL REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES 1,203 1,203 EXPENDITURES 5100 SERVICES & SUPPLIES 1,203 1,204 1,203 1,204 1,	FY 2018-19 (72,731) (73,209) (73,209)	FY 2018-19 (484) (484) 6,000 6,000 (6,000)	FY 2018-19 (484) (484) 6,000 6,000 (6,000)
DISTRICT ATTORNEY NET COST 479 DISTRICT ATTORNEY NET COST 479 FARM ADVISOR 024300 FARM ADVISOR 024300 REVENUES 844 TOTAL REVENUES 844 EXPENDITURES 5100 SERVICES & SUPPLIES 024300 NET COST 024400 LEASE RENTAL REVENUES 400 AUD FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES 1,203 EXPENDITURES 1,203 EXPENDITURES 1,203 FOTAL REVENUES 1,203 EXPENDITURES 5100 SERVICES & SUPPLIES 1,203 CO24400 NET COST 1,203 EXPENDITURES 024400 NET COST S100 SERVICES & SUPPLIES TOTAL EXPENDITURES 1,203 O24400 NET COST 1,203 FARM ADVISOR NET COST 1,203 FARM ADVISOR NET COST 2,047	(73,209)	(484) (484) 6,000 6,000	(484) 6,000 6,000
DISTRICT ATTORNEY NET COST 479 FARM ADVISOR 024300 RANGE IMPROVEMENT REVENUES 4400 AID FROM OTHER GOVT AGENCIES 4400 AID FROM OTHER GOVT AGENCIES 844 TOTAL REVENUES 844 EXPENDITURES 5100 SERVICES & SUPPLIES 024300 NET COST 844 024400 LEASE RENTAL 844 REVENUES 1,203 4400 AID FROM OTHER GOVT AGENCIES 1,203 1,203 1,203 EXPENDITURES 1,203 6100 SERVICES & SUPPLIES 1,203 1,203 1,203 624400 NET COST 1,203	and the second se	(484) (484) 6,000 6,000	(484) 6,000 6,000
FARM ADVISOR FARM ADVISOR 024300 RANGE IMPROVEMENT REVENUES 4400 AID FROM OTHER GOVT AGENCIES 844 EXPENDITURES 5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 024300 NET COST 844 024400 LEASE RENTAL REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES 1,203 EXPENDITURES 5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 5100 SERVICES & SUPPLIES 1,203 1,204 1,	(73,209)	6,000 6,000	6,000 6,000
FARM ADVISOR 024300 RANGE IMPROVEMENT REVENUES 4400 AID FROM OTHER GOVT AGENCIES 844 TOTAL REVENUES 5100 SERVICES & SUPPLIES D24300 NET COST 844 024300 NET COST 024400 LEASE RENTAL REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES 5100 SERVICES & SUPPLIES 5100 SERVICES & SUPPLIES D24400 NET COST 1,203 D24400 NET COST 1,203 D24400 NET COST D24400 NET COST 1,203 D24400 NET COST 2,04		6,000	6,000
FARM ADVISOR 024300 RANGE IMPROVEMENT REVENUES 4400 AID FROM OTHER GOVT AGENCIES 844 TOTAL REVENUES 5100 SERVICES & SUPPLIES D24300 NET COST 844 024300 NET COST 024400 LEASE RENTAL REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES 5100 SERVICES & SUPPLIES 5100 SERVICES & SUPPLIES D24400 NET COST 1,203 D24400 NET COST 1,203 D24400 NET COST D24400 NET COST 1,203 D24400 NET COST 2,04		6,000	6,000
REVENUES 4400 AID FROM OTHER GOVT AGENCIES 844 TOTAL REVENUES 5100 SERVICES & SUPPLIES 024300 NET COST Media 024300 NET COST Media 024300 NET COST Media 024400 LEASE RENTAL REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES 1,203 1,203 D24400 NET COST 024400 NET COST 1,203 D24400 NET COST 1,203		6,000	6,000
REVENUES 4400 AID FROM OTHER GOVT AGENCIES 844 TOTAL REVENUES 5100 SERVICES & SUPPLIES 024300 NET COST Media 024300 NET COST Media 024300 NET COST Media 024400 LEASE RENTAL REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES 1,203 1,203 D24400 NET COST 024400 NET COST 1,203 D24400 NET COST 1,203		6,000	6,000
TOTAL REVENUES 844 EXPENDITURES 5100 SERVICES & SUPPLIES 024300 NET COST 844 024300 NET COST 024400 LEASE RENTAL REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES 5100 SERVICES & SUPPLIES 5100 SERVICES & SUPPLIES 024400 NET COST 1,203 DEXPENDITURES 5100 SERVICES & SUPPLIES D24400 NET COST 1,203 D24400 NET COST 1,203 <td></td> <td>6,000</td> <td>6,000</td>		6,000	6,000
TOTAL REVENUES 844 EXPENDITURES 5100 SERVICES & SUPPLIES 024300 NET COST 844 024300 NET COST 024400 LEASE RENTAL REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES 5100 SERVICES & SUPPLIES 5100 SERVICES & SUPPLIES 024400 NET COST 1,203 DEXPENDITURES 5100 SERVICES & SUPPLIES D24400 NET COST 1,203 D24400 NET COST 1,203 <td></td> <td>6,000</td> <td>6,000</td>		6,000	6,000
5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 024300 NET COST 844 024400 LEASE RENTAL REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES 1,203 EXPENDITURES 5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 024400 NET COST 1,203 FARM ADVISOR NET COST 2,047		6,000	6,000
5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 024300 NET COST 844 024400 LEASE RENTAL REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES 1,203 EXPENDITURES 5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 024400 NET COST 1,203 FARM ADVISOR NET COST 2,047		6,000	6,000
TOTAL EXPENDITURES 024300 NET COST 844 024400 LEASE RENTAL REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES 5100 SERVICES & SUPPLIES D24400 NET COST 1,203 D24400 NET COST 2,047		6,000	6,000
024300 NET COST 844 024400 LEASE RENTAL REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES 1,203 EXPENDITURES 5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 1,203 024400 NET COST 1,203 FARM ADVISOR NET COST 1,203			
024400 LEASE RENTAL REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES 5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 024400 NET COST 1,203 FARM ADVISOR NET COST 2,047		(6,000)	(6,000)
024400 LEASE RENTAL REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES 5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 024400 NET COST 1,203 FARM ADVISOR NET COST 2,047		(6,000)	(6,000)
REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES EXPENDITURES 5100 SERVICES & SUPPLIES O24400 NET COST 1,203 FARM ADVISOR NET COST 2,047			
REVENUES 4400 AID FROM OTHER GOVT AGENCIES 1,203 TOTAL REVENUES EXPENDITURES 5100 SERVICES & SUPPLIES O24400 NET COST 1,203 FARM ADVISOR NET COST 2,047			
TOTAL REVENUES 1,203 EXPENDITURES 5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 024400 NET COST 1,203 FARM ADVISOR NET COST 2,047			
EXPENDITURES 5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 024400 NET COST 1,203 FARM ADVISOR NET COST 2,047			
5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 024400 NET COST 1,203 FARM ADVISOR NET COST 2,047			
5100 SERVICES & SUPPLIES TOTAL EXPENDITURES 024400 NET COST 1,203 FARM ADVISOR NET COST 2,047			
TOTAL EXPENdITURES 024400 NET COST 1,203 FARM ADVISOR NET COST 2,047		6,000	6,000
024400 NET COST 1,203 FARM ADVISOR NET COST 2,047		6,000	6,000
FARM ADVISOR NET COST 2,047		0,000	0,000
		(6,000)	(6,000)
		(12,000)	(12,000)
FARM ADVISOR NET COST 2,047		(12,000)	(12,000)
		(12,000)	(12,000)
HEALTH & HUMAN SERVICES			
ESAAA			
683000 ESAAA			
REVENUES			
4060 TAXES - SALES 39,150		41,199	41,199
4300 RENTS & LEASES 845	24 033	71,100	
4350 REV USE OF MONEY & PROPERTY 675	24,033 99		200
4400 AID FROM OTHER GOVT AGENCIES 709,826	99	200	200 1 150
4600 CHARGES FOR CURRENT SERVICES 31,257			200 1,150 856,436

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AS OF DATE: 03/31/2019

RUN DATE: 04/30/2019

		AS OF DATE: 03/31/2019 RUN DA	TE:04/30/2019			
			Drier Actuals		Working	Third Quarte
			Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Budget FY 2018-19	Budge FY 2018-19
	4800	OTHER FINANCING SOURCES	109,740	55,500	55,500	55,500
		OTHER REVENUE	5,000	00,000	5,000	5,000
		TOTAL REVENUES		587,278	999,485	999,485
			7			
I	EXPENDITURES					
	5000	SALARIES & BENEFITS	420,431	350,418	581,999	581,999
	5100	SERVICES & SUPPLIES	194,670	154,039	266,674	266,674
	5200	INTERNAL CHARGES	219,848	30,615	58,175	58,175
		OTHER CHARGES	88,698	94,812	94,812	94,812
	5800	OTHER FINANCING USES	206	113	113	113
		TOTAL EXPENDITURES	923,853	629,997	1,001,773	1,001,773
		683000 NET COST	(27,360)	(42,719)	(2,288)	(2,288)
		ESAAA NET COST	(27,360)	(42,719)	(2,288)	(2,288)
EALTH						
	641218 CARES	GRANT 18-19				
	REVENUES					
	4400	AID FROM OTHER GOVT AGENCIES		14,332	60,825	60,825
		TOTAL REVENUES		14,332	60,825	60,825
	EXPENDITURES					
		SALARIES & BENEFITS	4,242	23,386	24,386	24,386
		SERVICES & SUPPLIES	29	261	4,212	4,212
	5200	INTERNAL CHARGES	2,326	4,747	5,463	5,463
	5500	OTHER CHARGES	509	5,618	26,764	26,764
		TOTAL EXPENDITURES	7,106	34,012	60,825	60,825
			(7.400)	(10,000)		
		641218 NET COST	(7,106)	(19,680)		
	641219 CARES REVENUES	GRANT 19-20				
•		AID FROM OTHER GOVT AGENCIES			19,530	19,530
		TOTAL REVENUES			19,530	19,530
i	EXPENDITURES					
	5000	SALARIES & BENEFITS			5,630	5,630
	5100	SERVICES & SUPPLIES			1,050	1,050
		INTERNAL CHARGES			2,378	2,370
	5500	OTHER CHARGES			10,472	10,472
		TOTAL EXPENDITURES			19,530	19,530

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019 RUN DATE: 04/30/2019

019	RUN	DATE:	04/30/2019

		Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quarter Budge FY 2018-19
	641219 NET COST				
	-				
	641618 MATERNAL CHILD HEALTH 18-19 REVENUES				
	4400 AID FROM OTHER GOVT AGENCIES			185,720	185,720
	TOTAL REVENUES			185,720	185,72
,					
	5000 SALARIES & BENEFITS	649	93,888	150,040	150,04
	5100 SERVICES & SUPPLIES	3	7,526	16,876	16,87
	5200 INTERNAL CHARGES TOTAL EXPENDITURES	650	11,489	18,804	18,80
	TOTAL EXPENDITORES _	052	112,903	185,720	185,72
	641618 NET COST	(652)	(112,903)		
	641917 WOMEN INFANTS & CHILDREN 17-18				
	REVENUES				
	4400 AID FROM OTHER GOVT AGENCIES	167,711	172,349	91,770	91,770
	TOTAL REVENUES	167,711	172,349	91,770	91,770
	EXPENDITURES				
	5000 SALARIES & BENEFITS	217,489	68,372	72,739	72,73
	5100 SERVICES & SUPPLIES	20,896	4,286	12,649	12,64
	5200 INTERNAL CHARGES	23,860	5,441	6,381	6,38
	TOTAL EXPENDITURES	262,245	78,099	91,769	91,769
	641917 NET COST	(94 534)	94 250	1	24
		(94,554)	94,250		
	641918 WOMEN INFANTS & CHILDREN 18-19				
	4400 AID FROM OTHER GOVT AGENCIES			285,166	285,166
	TOTAL REVENUES			285,166	285,166
	EXPENDITURES				
	5000 SALARIES & BENEFITS		120,610	208,626	208,620
	5100 SERVICES & SUPPLIES		8,666	58,811	58,81
	5200 INTERNAL CHARGES		9,870	17,729	17,72
	TOTAL EXPENDITURES		139,146	285,166	285,166
			(400 4 10)		
	641918 NET COST		(139,146)		

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019 RU

RUN DATE: 04/30/2019

		Prior Actuals	YTD Actuals	Budget	Third Quarte Budge
	HEALTH NET COST	FY 2017-18 (102,292)	FY 2018-19	FY 2018-19	
-	HEALIN NET COST _	(102,292)	(177,479)		
HEALTH GRANTS					
640317 TOBACO REVENUES	CO TAX GRANT 17-20				
	AID FROM OTHER GOVT AGENCIES	158,627		369,105	369,10
	OTHER FINANCING SOURCES	100,021		121,429	121,42
	TOTAL REVENUES	158,627		490,534	490,53
	-				
EXPENDITURES					
	SALARIES & BENEFITS	107,813	85,523	206,027	206,0
	SERVICES & SUPPLIES	29,770	44,421	270,545	270,5
		21,087	7,602	13,905	13,90
5800	OTHER FINANCING USES	51	57	57	100.0
	TOTAL EXPENDITORES _	156,721	137,603	490,534	490,5
	640317 NET COST	(94)	(137,603)		
642515 CBCAP					
REVENUES					
4350	REV USE OF MONEY & PROPERTY	98	41	50	
	AID FROM OTHER GOVT AGENCIES	27,719		27,719	27,7
	TOTAL REVENUES	27,817	41	27,769	27,7
EXPENDITURES					
5000	SALARIES & BENEFITS	18,371	15,113	20,605	20,6
	SERVICES & SUPPLIES	2,692	2,718	2,718	2,7
	INTERNAL CHARGES	6,208	3,660	4,446	4,4
5800	OTHER FINANCING USES	12,474	-,	.,	.,.
	TOTAL EXPENDITURES	39,745	21,491	27,769	27,7
	642515 NET COST	(11,928)	(21,450)		
643000 FIRST FI REVENUES	VE COMMISSION				
4350	REV USE OF MONEY & PROPERTY	8,929	5,879	4,000	5,8
4400	AID FROM OTHER GOVT AGENCIES	384,823	335,956	350,000	350,00
4800	OTHER FINANCING SOURCES	35,000	,	,	,-
4900	OTHER REVENUE		1,191	1,191	1,19
	TOTAL REVENUES	428,752	343,026	355,191	357,0
EXPENDITURES					
	SALARIES & BENEFITS	162,640	107 045	100 705	400 7
	SERVICES & SUPPLIES		107,815	186,705	186,70
5100 1		159,320	54,591	161,198	161,19

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BUD020 - THIRD QUARTER BUDGET REVIEW

	Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget	Third Quarte Budge
5200 INTERNAL CHARGES	27,503	15,318	FY 2018-19 27,145	FY 2018-1
5500 OTHER CHARGES	27,503 57,904	10,310		27,14
TOTAL EXPENDITURES	407,367	177,724	67,597 442,645	67,59
	401,007	111,124	442,043	442,04
643000 NET COST	21,385	165,302	(87,454)	(85,575
HEALTH GRANTS NET COST	9,363	6,249	(87,454)	(85,575
SOCIAL SERVICE				
055801 FIRST PROGRAM				
4400 AID FROM OTHER GOVT AGENCIES	235,983		434,739	434,73
4600 CHARGES FOR CURRENT SERVICES	38,026			
4800 OTHER FINANCING SOURCES	85,773		150,000	150,00
TOTAL REVENUES	359,782		584,739	584,73
EXPENDITURES				
5000 SALARIES & BENEFITS	414,763	309,127	532,913	532,91
5100 SERVICES & SUPPLIES	24,351	15,102	25,890	24,32
5200 INTERNAL CHARGES	17,718	12,075	15,936	18,19
5500 OTHER CHARGES	3,870	6,289	10,000	9,30
TOTAL EXPENDITURES	460,702	342,593	584,739	584,73
055801 NET COST	(100,920)	(342,593)		
SOCIAL SERVICE NET COST	(100,920)	(342,593)		
SUBSTANCE ABUSE				
045312 DRINKING DRIVER PROGRAM				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			20,000	20,00
4600 CHARGES FOR CURRENT SERVICES	66,465	45,259	123,825	108,82
4800 OTHER FINANCING SOURCES	43,501	15,000		15,00
TOTAL REVENUES	109,966	60,259	143,825	143,82
EXPENDITURES				
5000 SALARIES & BENEFITS	89,174	84,376	114,890	114,89
5100 SERVICES & SUPPLIES	4,243	3,801	5,991	6,12
5200 INTERNAL CHARGES	16,549	16,574	22,944	22,81
TOTAL EXPENDITURES	109,966	104,751	143,825	143,82
045312 NET COST		(44,492)		

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BUD020 - THIRD QUARTER BUDGET REVIEW

	AS OF DATE: 03/31/2019 RUN DAT	E:04/30/2019	YTD Actuals	Working	Third Quarte
		Prior Actuals FY 2017-18	FY 2018-19	Budget FY 2018-19	Budge FY 2018-1
045315 SUBST	ANCE USE DISORDERS	11201710	11201010	11201010	112010-1
REVENUES					
4350	REV USE OF MONEY & PROPERTY	1,696	2,432	1,642	2,43
4400	AID FROM OTHER GOVT AGENCIES	800,228		770,267	769,47
4600	CHARGES FOR CURRENT SERVICES	27,014	3,373	20,158	20,1
	TOTAL REVENUES	828,938	5,805	792,067	792,0
EXPENDITURES					
	SALARIES & BENEFITS	419,229	344,783	632,727	632,8
	SERVICES & SUPPLIES	54,714	42,248	89,261	032,8 89,0
	INTERNAL CHARGES	97,080	42,240 51,710	72,660	72,6
	OTHER FINANCING USES	155	170	170	1 1
0000	TOTAL EXPENDITURES	571,178	438,911	794,818	794,8
	045315 NET COST	257,760	(433,106)	(2,751)	(2,75
			(1		
	SUBSTANCE ABUSE NET COST	257,760	(477,598)	(2,751)	(2,75
VORK INVESTMENT ACT 613718 WORK REVENUES	INVESTMENT ACT 18-19				
613718 WORK REVENUES	AID FROM OTHER GOVT AGENCIES		28,566	104,691	
613718 WORK REVENUES			28,566 28,566	104,691 104,691	
613718 WORK REVENUES	AID FROM OTHER GOVT AGENCIES				
613718 WORK REVENUES 4400 EXPENDITURES	AID FROM OTHER GOVT AGENCIES	247			104,6
613718 WORK REVENUES 4400 EXPENDITURES 5000	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES	247	28,566	104,691	104,6
613718 WORK REVENUES 4400 EXPENDITURES 5000 5100	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES	247	28,566 43,072	104,691 67,757	104,6 67,7 5,6
613718 WORK REVENUES 4400 EXPENDITURES 5000 5100 5200	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES	247	28,566 43,072 4,108	104,691 67,757 5,608	104,6 67,7 5,6 3,3
613718 WORK REVENUES 4400 EXPENDITURES 5000 5100 5200	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SALARIES & BENEFITS SERVICES & SUPPLIES INTERNAL CHARGES	247	28,566 43,072 4,108	104,691 67,757 5,608 3,335	104,6 67,7 5,6 3,3 27,9
613718 WORK REVENUES 4400 EXPENDITURES 5000 5100 5200	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SALARIES & BENEFITS SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES		28,566 43,072 4,108 2,127	104,691 67,757 5,608 3,335 27,991	104,6 67,7 5,6 3,3 27,9
613718 WORK REVENUES 4400 EXPENDITURES 5000 5100 5200	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SALARIES & BENEFITS SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES		28,566 43,072 4,108 2,127	104,691 67,757 5,608 3,335 27,991	104,6 67,7 5,6 3,3 27,9
613718 WORK REVENUES 4400 EXPENDITURES 5000 5100 5200	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SALARIES & BENEFITS SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES TOTAL EXPENDITURES	247	28,566 43,072 4,108 2,127 49,307 (20,741)	104,691 67,757 5,608 3,335 27,991	104,6 67,7 5,6 3,3 27,9
613718 WORK REVENUES 4400 EXPENDITURES 5000 5100 5200	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SALARIES & BENEFITS SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES TOTAL EXPENDITURES 613718 NET COST WORK INVESTMENT ACT NET COST	247 (247) (247)	28,566 43,072 4,108 2,127 49,307 (20,741) (20,741)	104,691 67,757 5,608 3,335 27,991 104,691	104,6 67,7 5,6 3,3 27,9 104,6
613718 WORK REVENUES 4400 EXPENDITURES 5000 5100 5200	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SALARIES & BENEFITS SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES TOTAL EXPENDITURES 613718 NET COST	(247)	28,566 43,072 4,108 2,127 49,307 (20,741)	104,691 67,757 5,608 3,335 27,991	104,6 104,6 67,7 5,6 3,3 27,9 104,6 (90,61
613718 WORK REVENUES 4400 EXPENDITURES 5000 5100 5200 5500	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SALARIES & BENEFITS SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES TOTAL EXPENDITURES 613718 NET COST WORK INVESTMENT ACT NET COST	247 (247) (247)	28,566 43,072 4,108 2,127 49,307 (20,741) (20,741)	104,691 67,757 5,608 3,335 27,991 104,691	104,6 67,7 5,6 3,3 27,9 104,6
613718 WORK REVENUES 4400 EXPENDITURES 5000 5100 5200 5500	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SALARIES & BENEFITS SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES TOTAL EXPENDITURES 613718 NET COST WORK INVESTMENT ACT NET COST HEALTH & HUMAN SERVICES NET COST	247 (247) (247)	28,566 43,072 4,108 2,127 49,307 (20,741) (20,741)	104,691 67,757 5,608 3,335 27,991 104,691	104,6 67,7 5,6 3,3 27,9 104,6
613718 WORK REVENUES 4400 EXPENDITURES 5000 5100 5200 5500	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SALARIES & BENEFITS SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES TOTAL EXPENDITURES 613718 NET COST WORK INVESTMENT ACT NET COST	247 (247) (247)	28,566 43,072 4,108 2,127 49,307 (20,741) (20,741)	104,691 67,757 5,608 3,335 27,991 104,691	104,6 67,7 5,6 3,3 27,9 104,6
613718 WORK REVENUES 4400 EXPENDITURES 5000 5100 5200 5500 5500 EL EL EL EL 500902 WORKE REVENUES	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SALARIES & BENEFITS SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES TOTAL EXPENDITURES 613718 NET COST WORK INVESTMENT ACT NET COST HEALTH & HUMAN SERVICES NET COST	247 (247) (247)	28,566 43,072 4,108 2,127 49,307 (20,741) (20,741)	104,691 67,757 5,608 3,335 27,991 104,691	104,6 67,7 5,6 3,3 27,9 104,6

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019	RUN	DA
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	AS OF DATE: 03/31/2019 RUN DAT	E: 04/30/2019 Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quarter Budget FY 2018-19
	TOTAL REVENUES	1,091,496	677,549	908,379	908,379
EXPENDITURES					
	SERVICES & SUPPLIES	016 770	049 645	1 027 021	1 007 004
	INTERNAL CHARGES	916,779 146	948,645 607	1,037,231 1,500	1,037,231
5200	TOTAL EXPENDITURES	916,925	949,252	1,038,731	1,500
		010,020	040,202	1,000,701	1,000,701
	500902 NET COST	174,571	(271,703)	(130,352)	(130,352)
500903 COUNT REVENUES	Y LIABILITY TRUST				
4350	REV USE OF MONEY & PROPERTY	4,540	2,440		
4600	CHARGES FOR CURRENT SERVICES	820,363	577,320	769,763	769,763
	TOTAL REVENUES	824,903	579,760	769,763	769,763
EVERNEITUSS	_				
EXPENDITURES					
		728,700	659,779	894,594	894,594
	INTERNAL CHARGES OTHER FINANCING USES	792 3,791	601	1,800 30,368	1,800
5000	TOTAL EXPENDITURES	733,283	660,380	926,762	30,368
		100,200	000,000	320,702	520,702
	500903 NET COST	91,620	(80,620)	(156,999)	(156,999)
500904 MEDIC	AL MALPRACTICE TRUST				
4350	REV USE OF MONEY & PROPERTY	224	123		
4600	CHARGES FOR CURRENT SERVICES	69,670	66,343	88,457	88,457
	TOTAL REVENUES	69,894	66,466	88,457	88,457
EXPENDITURES					
	SERVICES & SUPPLIES	76,142	60,316	88,107	88,107
5200	INTERNAL CHARGES		00,010	500	500
	TOTAL EXPENDITURES	76,142	60,316	88,607	88,607
	500904 NET COST	(6,248)	6,150	(150)	(150)
	PERSONNEL NET COST	259,943	(346,173)	(287,501)	(287,501)

PLANNING

PLANNING AND ZONING

451001 LOCAL AGENCY FORMATION COMMISS

BUD020 - THIRD QUARTER BUDGET REVIEW

				Working	Third Quarter
		Prior Actuals	YTD Actuals	Budget	Budget
		FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-19
	REVENUES				
	4350 REV USE OF MONEY & PROPERTY	404	214	100	100
	4400 AID FROM OTHER GOVT AGENCIES	34,742	15,000	30,000	30,000
	4600 CHARGES FOR CURRENT SERVICES	464	2,039	14,983	14,983
	4800 OTHER FINANCING SOURCES	8,358			
	TOTAL REVENUES	43,968	17,253	45,083	45,083
	EXPENDITURES				
	5000 SALARIES & BENEFITS	99		690	690
	5100 SERVICES & SUPPLIES	26,328	13,945	45,950	45,950
l.	5200 INTERNAL CHARGES	4,651	1,412	3,035	3,035
	TOTAL EXPENDITURES	31,078	15,357	49,675	49,675
					×
	451001 NET COST	12,890	1,896	(4,592)	(4,592)
i					
!	620605 YUCCA MOUNTAIN OVERSIGHT REVENUES				
i	4350 REV USE OF MONEY & PROPERTY	10,263	6,612	5,000	5,000
1	TOTAL REVENUES	10,203	6,612	5,000	5,000
1		10,205	0,012	5,000	5,000
	EXPENDITURES				
	5000 SALARIES & BENEFITS	4,198	3,205	4,273	4,273
	5100 SERVICES & SUPPLIES	18,585	153,453	218,485	218,485
	5200 INTERNAL CHARGES	9,805	2,108	23,573	23,573
	5600 FIXED ASSETS			12,000	12,000
	TOTAL EXPENDITURES	32,588	158,766	258,331	258,331
	620605 NET COST	(22,325)	(152,154)	(253,331)	(253,331)
	PLANNING AND ZONING NET COST	(9,435)	(150,258)	(257,923)	(257,923)
	PLANNING NET COST	(9,435)	(150,258)	(257,923)	(257,923)
PROBATION					
1	OBATION				
1	023002 CRIMINAL JUSTICE-REALIGNMENT				
	REVENUES				
	4400 AID FROM OTHER GOVT AGENCIES	189,299	113,207	522,988	522,988
	TOTAL REVENUES	189,299	113,207	522,988	522,988
	-				
	EXPENDITURES				
1	5200 INTERNAL CHARGES	189,299	113,207	522,988	522,988
	TOTAL EXPENDITURES	189,299	113,207	522,988	522,988

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019	RUN DATE: 04/30/2019
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	AS OF DATE: 03/31/2019 RUN D	ATE: 04/30/2019 Prior Actuals	YTD Actuals	Working Budget	Third Quarte Budge
1		FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-1
	023002 NET COS	Τ			
	PROBATION NET COS	т			
	PROBATION NET COS	r			
C WORKS					
BISHOP AIRPORT					
1	SHOP AIRPORT				
REVENUES					
	4300 RENTS & LEASES	192,235	115,408	183,403	184,10
	4350 REV USE OF MONEY & PROPERTY	82,317	53,147	82,437	82,43
	4600 CHARGES FOR CURRENT SERVICES	963,682	842,109	891,175	1,299,13
	4900 OTHER REVENUE	2,899	2,623	12,500	4,00
	TOTAL REVENUE		1,013,287	1,169,515	1,569,67
EXPENDITU	RES				
	5000 SALARIES & BENEFITS	322,638	231,482	333,061	333,06
	5100 SERVICES & SUPPLIES	860,533	885,939	888,305	1,288,46
	5200 INTERNAL CHARGES	79,050	37,633	59,424	59,42
	5600 FIXED ASSETS	10,000	15,000	15,000	15,00
	5700 DEPRECIATION	39,660	15,000	13,000	15,00
	5800 OTHER FINANCING USES	96,602		19,792	19,79
	TOTAL EXPENDITURE		1,170,054	1,315,582	1,715,74
	150100 NET COS	r (157,350)	(156,767)	(146,067)	(146,067
150200 B	SHOP AIRPORT - SPECIAL				
REVENUES					
	4350 REV USE OF MONEY & PROPERTY	255	165		
	4400 AID FROM OTHER GOVT AGENCIES	10,000	10,000	10,000	10,00
	TOTAL REVENUE		10,165	10,000	10,00
EVENIDIT		3			
EXPENDITU					
	5100 SERVICES & SUPPLIES	3,960	3,245	8,075	8,07
	5200 INTERNAL CHARGES			1,925	1,92
	TOTAL EXPENDITURES	3,960	3,245	10,000	10,00
	·				
	150200 NET COS	r <u>6,295</u>	6,920		
630304 BI	SHOP IMPV-APRON PRJ				
630304 BI REVENUES	SHOP IMPV-APRON PRJ 4400 AID FROM OTHER GOVT AGENCIES				

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019

RUN DATE: 04/30/2019

	Prior Actuals	YTD Actuals	Working Budget	Third Quarter Budge
	FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-19
4800 OTHER FINANCING SOURCES	90,102			
TOTAL REVENUES	1,835,766	34,305		
EXPENDITURES				
5100 SERVICES & SUPPLIES	280,875			
5200 INTERNAL CHARGES	20,037			
5700 DEPRECIATION	27,206			
TOTAL EXPENDITURES	328,118			
-				
630304 NET COST	1,507,648	34,305		
630305 BISHOP AIR TAXIWAY REHAB				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		66,980	328,131	328,13
4800 OTHER FINANCING SOURCES			19,792	19,79
TOTAL REVENUES		66,980	347,923	347,92
EXDENDITIDE 0				
		000 500		
5100 SERVICES & SUPPLIES		302,500	317,090	317,09
5200 INTERNAL CHARGES TOTAL EXPENDITURES		4,852	30,833	30,83
IOTAL EXPENDITORES _		307,352	347,923	347,92
630305 NET COST		(240,372)		
BISHOP AIRPORT NET COST	1,356,593	(355,914)	(146,067)	(146,067
OUNTY SERVICE AREA #2				
810001 COUNTY SERVICE AREA #2				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	1,311	938	800	80
4600 CHARGES FOR CURRENT SERVICES	53,480	35,244	53,000	53,00
TOTAL REVENUES	54,791	36,182	53,800	53,80
EXDENDITURES				
	4 5 4 9	0.000		3,55
5000 SALARIES & BENEFITS	1,548	2,336	3,552	
5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES	46,034	35,459	101,100	101,10
5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES	46,034 2,062			
5000 SALARIES & BENEFITS5100 SERVICES & SUPPLIES5200 INTERNAL CHARGES5700 DEPRECIATION	46,034 2,062 12,754	35,459 3,298	101,100 4,397	4,39
5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES	46,034 2,062	35,459	101,100	4,39
5000 SALARIES & BENEFITS5100 SERVICES & SUPPLIES5200 INTERNAL CHARGES5700 DEPRECIATION	46,034 2,062 12,754	35,459 3,298	101,100 4,397	101,10 4,39 109,04 (55,249

BUD020 - THIRD QUARTER BUDGET REVIEW

		Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quarte Budge FY 2018-19
COUNTY SE	RVICE AREA #2 NET COST _	(7,607)	(4,911)	(55,249)	(55,249
NDEPENDENCE AIRPORT					
150300 INDEPENDENCE AIRPOR	т				
REVENUES					
4300 RENTS & LEASES	3	2,483	1,643	3,270	3,27
4350 REV USE OF MO	NEY & PROPERTY	14,890	223	14,700	14,70
	TOTAL REVENUES	17,373	1,866	17,970	17,97
EXPENDITURES					
5000 SALARIES & BEN	EFITS	21,210	11,917	17,336	17,330
5200 INTERNAL CHAR		15,389	3,583	5,071	5,07
	TOTAL EXPENDITURES	36,599	15,500	22,407	22,40
	150300 NET COST	(19,226)	(13,634)	(4,437)	(4,437
150400 INDEPENDENCE AIRPOR REVENUES	T - SPECIAL				
4350 REV USE OF MO	NEY & PROPERTY	248	147	100	10
4400 AID FROM OTHEI	R GOVT AGENCIES	10,000	10,000	10,000	10,00
	TOTAL REVENUES	10,248	10,147	10,100	10,10
EXPENDITURES					
5100 SERVICES & SUF	PLIES	5,545	5,575	7,836	7,830
5200 INTERNAL CHAR	GES	1,756		2,964	2,96
	TOTAL EXPENDITURES	7,301	5,575	10,800	10,80
		0.047	1 570		<i>(</i> — – –
	150400 NET COST	2,947	4,572	(700)	(700
INDEPEND	ENCE AIRPORT NET COST	(16,279)	(9,062)	(5,137)	(5,137
ONE PINE AIRPORT					
150500 LONE PINE/DEATH VALL	EY AIRPORT				
REVENUES					
4300 RENTS & LEASES	3	28,812	21,905	32,336	29,47
4350 REV USE OF MOI		1,064	818	800	81
4600 CHARGES FOR C		82,843	37,652	65,000	68,34
4900 OTHER REVENUE		480	CO 075	500	00.00
	TOTAL REVENUES	113,199	60,375	98,636	98,63
EXPENDITURES					
5000 SALARIES & BEN	EFITS	17,587			
5100 SERVICES & SUP	PLIES	80,072	45,119	73,487	73,48

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019 R

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19	RUN DATE: 04/30/2019	

					Third Outerda
		Prior Actuals	YTD Actuals	Working Budget	Third Quarte Budge
		FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-1
	5600 FIXED ASSETS		15,000	15,000	15,00
	5800 OTHER FINANCING USES	26	10,000	11,412	11,41
	TOTAL EXPENDITURES	125,198	72,717	125,298	125,29
	-				0,_0
	150500 NET COST	(11,999)	(12,342)	(26,662)	(26,662
	2				
	4400 AID FROM OTHER GOVT AGENCIES		115,085	196,088	196,08
	4800 OTHER FINANCING SOURCES	2		11,412	11,41
	TOTAL REVENUES		115,085	207,500	207,50
	EXPENDITURES				
	5100 SERVICES & SUPPLIES		192,785	192,785	192,78
	5200 INTERNAL CHARGES		1,898	14,715	14,71
	TOTAL EXPENDITURES		194,683	207,500	207,50
1	-				
	150504 NET COST _		(79,598)		
	150600 LONE PINE/DEATH VALLEY AIR-SP REVENUES				
	4350 REV USE OF MONEY & PROPERTY	258	154	100	10
	4400 AID FROM OTHER GOVT AGENCIES	10,000	10,000	10,000	10,00
	4400 AID FROM OTHER GOVT AGENCIES TOTAL REVENUES	10,000 10,258	10,000	10,000	
-					
	TOTAL REVENUES -				10,10
-	TOTAL REVENUES	10,258	10,154	10,100	10,10
2	TOTAL REVENUES	10,258	10,154	10,100	10,10 2,15 5,81
	TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES	10,258 1,964 5,036	10,154 1,670 5,391	10,100 2,158 7,596	10,10 2,15 5,81 2,12
	EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES	10,258 1,964 5,036 122 7,122	10,154 1,670 5,391 24 7,085	10,100 2,158 7,596 350 10,104	10,10 2,15 5,81 2,12 10,10
	TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES	10,258 1,964 5,036 122	10,154 1,670 5,391 24	10,100 2,158 7,596 350	10,10 2,15 5,81 2,12 10,10
	EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES	10,258 1,964 5,036 122 7,122	10,154 1,670 5,391 24 7,085	10,100 2,158 7,596 350 10,104	10,10 2,15 5,81 2,12 10,10
LTC	EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES 150600 NET COST LONE PINE AIRPORT NET COST	10,258 1,964 5,036 122 7,122 3,136	10,154 1,670 5,391 24 7,085 3,069	10,100 2,158 7,596 350 10,104 (4)	10,10 2,15 5,81 2,12 10,10
LTC	EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES 150600 NET COST	10,258 1,964 5,036 122 7,122 3,136	10,154 1,670 5,391 24 7,085 3,069	10,100 2,158 7,596 350 10,104 (4)	10,10 2,15 5,81 2,12 10,10
LTC	EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES 150600 NET COST LONE PINE AIRPORT NET COST 504605 TRANSPORTATION & PLANNING TRST REVENUES	10,258 1,964 5,036 122 7,122 3,136 (8,863)	10,154 1,670 5,391 24 7,085 3,069 (88,871)	10,100 2,158 7,596 350 10,104 (4) (26,666)	10,10 2,15 5,81 2,12 10,10 (4 (26,666
LTC	EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES 150600 NET COST LONE PINE AIRPORT NET COST 504605 TRANSPORTATION & PLANNING TRST REVENUES 4060 TAXES - SALES	10,258 1,964 5,036 122 7,122 3,136 (8,863) 41,245	10,154 1,670 5,391 24 7,085 3,069 (88,871) 36,796	10,100 2,158 7,596 350 10,104 (4) (26,666)	10,10 2,15 5,81 2,12 10,10 (4 (26,666
LTC	EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES 150600 NET COST LONE PINE AIRPORT NET COST 504605 TRANSPORTATION & PLANNING TRST REVENUES	10,258 1,964 5,036 122 7,122 3,136 (8,863)	10,154 1,670 5,391 24 7,085 3,069 (88,871)	10,100 2,158 7,596 350 10,104 (4) (26,666)	10,00 10,10 2,15 5,81 2,12 10,10 (2 (26,666 63,07 1,30 387,50

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019

RUN DATE: 04/30/2019

	L.04/00/2010			This I good
	Prior Actuals	YTD Actuals	Working Budget	Third Quarte Budge
	FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-1
EXPENDITURES	11201110	11201010	11201010	112010-1
5000 SALARIES & BENEFITS	223,239	152,282	235,645	235,64
5100 SERVICES & SUPPLIES	90,354	112,701	247,663	247,66
5200 INTERNAL CHARGES	35,285	22,197	48,394	48,39
5500 OTHER CHARGES	108,664	,	10,001	10,00
5600 FIXED ASSETS	100,001		10,000	10,00
TOTAL EXPENDITURES	457,542	287,180	541,702	541,70
-				
504605 NET COST	86,940	(140,537)	(89,824)	(89,824
LTC NET COST	86,940	(140,537)	(89,824)	(89,824
PUBLIC WORKS				
011501 PUBLIC WORKS - DEFERRED MAINT REVENUES				
4800 OTHER FINANCING SOURCES	310,852	51,129	466,000	466,00
4900 OTHER REVENUE	010,002	01,120	9,000	9,00
TOTAL REVENUES	310,852	51,129	475,000	475.00
	,	,.==		
EXPENDITURES				
5100 SERVICES & SUPPLIES	212,849	464,104	751,533	751,53
5600 FIXED ASSETS	50,090	39,491	84,325	84,32
TOTAL EXPENDITURES	262,939	503,595	835,858	835,85
011501 NET COST	47,913	(452,466)	(360,858)	(360,858
152101 WATER SYSTEM - INDEPENDENCE				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	436	113	300	30
4600 CHARGES FOR CURRENT SERVICES	151,811	93,954	224,142	224,14
4800 OTHER FINANCING SOURCES	142,445	00,004	227,172	227,17
4900 OTHER REVENUE	115	156,647	78,000	78,00
TOTAL REVENUES	294,807	250,714	302,442	302,44
EXPENDITURES				
5000 SALARIES & BENEFITS	70,692	39,904	84,768	84,76
5100 SERVICES & SUPPLIES	205,049	114,684	128,074	123,81
5200 INTERNAL CHARGES	81,098	19,735	31,113	31,11
5550 DEBT SERVICE PRINCIPAL				3,59
5560 DEBT SERVICE INTEREST				66
5600 FIXED ASSETS			78,647	78,64
5700 DEPRECIATION	18,350		,	,• .

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019 RU	N DATE: 04/30/2019
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		Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quarter Budget FY 2018-19
					11201010
	152101 NET COST	(80,382)	76,391	(20,160)	(20,160)
152102	NDY H20 UPGRADE				
REVENUES	3				
	4350 REV USE OF MONEY & PROPERTY	429	1	300	300
	TOTAL REVENUES	429	1	300	300
EXPENDIT	URES				
	5200 INTERNAL CHARGES	1,312			
	5800 OTHER FINANCING USES	49,980			
	TOTAL EXPENDITURES	51,292			
	152102 NET COST	(50,863)	1	300	300
152201 V	VATER SYSTEM - LONE PINE				
REVENUES					
	4350 REV USE OF MONEY & PROPERTY	231	214	100	100
	4600 CHARGES FOR CURRENT SERVICES	227,654	131,513	257,000	257,000
	4800 OTHER FINANCING SOURCES	58,715	101,010	201,000	201,000
	TOTAL REVENUES	286,600	131,727	257,100	257,100
EXPENDITI	JRES				
	5000 SALARIES & BENEFITS	97,052	65,835	120,285	120,285
	5100 SERVICES & SUPPLIES	149,685	98,432	123,018	121,018
	5200 INTERNAL CHARGES	33,134	20,315	38,846	40,840
	5700 DEPRECIATION	28,973		,	
	TOTAL EXPENDITURES	308,844	184,582	282,149	282,149
	152201 NET COST	(22,244)	(52,855)	(25,049)	(25,049)
152301 W	ATER SYSTEM - LAWS				
REVENUES	i de la construcción de la constru				
	4350 REV USE OF MONEY & PROPERTY	(3)	(4)		
	4600 CHARGES FOR CURRENT SERVICES	8,028	4,738	14,200	14,200
	4800 OTHER FINANCING SOURCES	9,662			
	TOTAL REVENUES	17,687	4,734	14,200	14,200
EXPENDITU	JRES				
	5000 SALARIES & BENEFITS	1,164	114	114	114
	5100 SERVICES & SUPPLIES	6,890	4,725	6,755	6,755
	5200 INTERNAL CHARGES	9,310	5,025	6,721	6,721
	5700 DEPRECIATION	7,703	-, -	-,	v,, ≞ (

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BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019	RU
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 AS OF DATE:03/31/2019 RUN DATE	E: 04/30/2019 Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quarte Budge FY 2018-19
TOTAL EXPENDITURES	25,067	9,864	13,590	13,590
152301 NET COST	(7,380)	(5,130)	610	61
800001 BIG PINE LIGHTING REVENUES				
4000 TAXES - PROPERTY	24,171	15,059	19,120	19,12
4350 REV USE OF MONEY & PROPERTY	3,712	2,515	2,000	2,00
4400 AID FROM OTHER GOVT AGENCIES	138	21	50	-,
TOTAL REVENUES	28,021	17,595	21,170	21,17
EXPENDITURES				
5000 SALARIES & BENEFITS	852	685	898	89
5100 SERVICES & SUPPLIES	7,071	5,161	9,600	9,60
5200 INTERNAL CHARGES	2,670	853	1,638	1,63
TOTAL EXPENDITURES	10,593	6,699	12,136	12,13
800001 NET COST	17,428	10,896	9,034	9,03
800101 INDEPENDENCE LIGHTING REVENUES				
	25,671	15,646	19,720	19,72
REVENUES	25,671 4,283	15,646 3,329	19,720 2,500	
REVENUES 4000 TAXES - PROPERTY			-	2,50
REVENUES 4000 TAXES - PROPERTY 4350 REV USE OF MONEY & PROPERTY	4,283	3,329	2,500	2,50
REVENUES 4000 TAXES - PROPERTY 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES	4,283	3,329 22	2,500 50	2,50 5 11,57
REVENUES 4000 TAXES - PROPERTY 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE	4,283 147	3,329 22 11,575	2,500 50 11,575	2,50 5 11,57
REVENUES 4000 TAXES - PROPERTY 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES	4,283 147 30,101	3,329 22 11,575 30,572	2,500 50 11,575 33,845	2,50 5 11,57 33,84
REVENUES 4000 TAXES - PROPERTY 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES EXPENDITURES	4,283 147 <u>30,101</u> 852	3,329 22 11,575 30,572 685	2,500 50 11,575 33,845 898	2,50 5 11,57 33,84 89
REVENUES 4000 TAXES - PROPERTY 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS	4,283 147 30,101	3,329 22 11,575 30,572 685 3,140	2,500 50 11,575 33,845 898 35,100	2,50 5 11,57 33,84 89 35,10
REVENUES 4000 TAXES - PROPERTY 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES	4,283 147 <u>30,101</u> 852 3,887	3,329 22 11,575 30,572 685	2,500 50 11,575 33,845 898	2,50 5 11,57 33,84 89 35,10 7,87
REVENUES 4000 TAXES - PROPERTY 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES	4,283 147 30,101 852 3,887 2,827	3,329 22 11,575 30,572 685 3,140 3,568	2,500 50 11,575 33,845 898 35,100 7,874	2,50 5 11,57 33,84 89 35,10 7,87
REVENUES 4000 TAXES - PROPERTY 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES	4,283 147 30,101 852 3,887 2,827	3,329 22 11,575 30,572 685 3,140 3,568	2,500 50 11,575 33,845 898 35,100 7,874	2,50 5 11,57 33,84 89 35,10 7,87 43,87
REVENUES 4000 TAXES - PROPERTY 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES	4,283 147 30,101 852 3,887 2,827 7,566	3,329 22 11,575 30,572 685 3,140 3,568 7,393	2,500 50 11,575 33,845 898 35,100 7,874 43,872	2,50 5 11,57 33,84 89 35,10 7,87 43,87
REVENUES 4000 TAXES - PROPERTY 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES	4,283 147 30,101 852 3,887 2,827 7,566	3,329 22 11,575 30,572 685 3,140 3,568 7,393	2,500 50 11,575 33,845 898 35,100 7,874 43,872	2,50 5 11,57 33,84 89 35,10 7,87 43,87
REVENUES 4000 TAXES - PROPERTY 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES 800101 NET COST	4,283 147 30,101 852 3,887 2,827 7,566	3,329 22 11,575 30,572 685 3,140 3,568 7,393	2,500 50 11,575 33,845 898 35,100 7,874 43,872	2,50 5 11,57 33,84 89 35,10 7,87 43,87 (10,027
REVENUES 4000 TAXES - PROPERTY 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES 800101 NET COST 800201 LONE PINE LIGHTING REVENUES	4,283 147 30,101 852 3,887 2,827 7,566 22,535	3,329 22 11,575 30,572 685 3,140 3,568 7,393 23,179	2,500 50 11,575 33,845 898 35,100 7,874 43,872 (10,027)	2,50 5 11,57 33,84 89 35,10 7,87 43,87 (10,027 19,12
REVENUES 4000 TAXES - PROPERTY 4350 REV USE OF MONEY & PROPERTY 4400 AID FROM OTHER GOVT AGENCIES 4900 OTHER REVENUE TOTAL REVENUES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES 5200 INTERNAL CHARGES TOTAL EXPENDITURES 800201 LONE PINE LIGHTING REVENUES 4000 TAXES - PROPERTY	4,283 147 30,101 852 3,887 2,827 7,566 22,535 23,114	3,329 22 11,575 30,572 685 3,140 3,568 7,393 23,179 13,831	2,500 50 11,575 33,845 898 35,100 7,874 43,872 (10,027) 19,120	19,72 2,50 5 11,57 33,84 89 35,10 7,87 43,87 (10,027 (10,027 19,12 1,50 5

EXPENDITURES

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BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019

RUN DATE: 04/30/2019

		Datas Astrola		Working	Third Quart
		Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Budget FY 2018-19	Budg
5000	SALARIES & BENEFITS	852	685	898	FY 2018-'
	SERVICES & SUPPLIES	12,610	7,902	56,100	
	INTERNAL CHARGES	6,655	1,985	6,315	56,1 6,3
0200	TOTAL EXPENDITURES	20,117	10,572	63,313	63,3
		20,111	10,012	00,010	00,0
	800201 NET COST	5,553	4,881	(42,643)	(42,64
	PUBLIC WORKS NET COST	(67,440)	(395,103)	(448,793)	(448,79
OAD				(111).00	
034600 ROAD					
REVENUES	LICENSES & PERMITS	24.020	40 705	00.000	
	REV USE OF MONEY & PROPERTY	24,039 45,641	18,705	20,000	20,0
	AID FROM OTHER GOVT AGENCIES		30,219 5 141 508	30,000	30,0
	CHARGES FOR CURRENT SERVICES	5,026,531 193,922	5,141,508 21,154	9,062,884 47,896	9,062,8
	OTHER REVENUE	34,242	21,134 14,749	32,000	47,8 32,0
1000	TOTAL REVENUES	5,324,375	5,226,335	9,192,780	9,192,7
	0-		-,	-,,	
EXPENDITURES					
5000	SALARIES & BENEFITS	3,141,790	2,460,259	3,525,139	3,525,1
	SERVICES & SUPPLIES	1,190,175	1,580,748	2,767,401	2,767,4
	INTERNAL CHARGES	590,770	448,056	709,237	709,2
	FIXED ASSETS	111,709	306,656	1,268,739	1,268,7
5900	RESERVES			9,655	9,6
	TOTAL EXPENDITURES	5,034,444	4,795,719	8,280,171	8,280,1
	034600 NET COST	289,931	430,616	912,609	912.6
024604	- ROJECTS - STATE FUNDED				
REVENUES	ROJECTS - STATE FUNDED				
4400	AID FROM OTHER GOVT AGENCIES	1,037,847	1,472,025	1,122,500	1,134,5
	TOTAL REVENUES	1,037,847	1,472,025	1,122,500	1,134,5
EXPENDITURES					
	FIXED ASSETS	2,439,357	462,438	1,152,913	1,164,9
	TOTAL EXPENDITURES	2,439,357	462,438	1,152,913	1,164,9
				1,102,010	1,104,0
	034601 NET COST	(1,401,510)	1,009,587	(30,413)	(30,41

SHOSHONE AIRPORT

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019	RUN D
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		TE: 04/30/2019 Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quarte Budge FY 2018-19
150800 SHOSH	IONE AIRPORT - SPECIAL	112017-10	112010-10	112010-13	112010-18
REVENUES					
4350	REV USE OF MONEY & PROPERTY	554	(152)	500	50
4400	AID FROM OTHER GOVT AGENCIES	177,590	10,000	10,000	10,000
	TOTAL REVENUES	178,144	9,848	10,500	10,500
EXPENDITURES					
	SALARIES & BENEFITS	803	685	898	898
	SERVICES & SUPPLIES	2,459	493	1,301	1,30
	INTERNAL CHARGES	25,698	2,598	4,796	4,796
	FIXED ASSETS	23,090	2,398 4,164	4,790	4,790
5000	TOTAL EXPENDITURES	28,960	7,940	11,159	11,159
	TO THE EXI ENDITORED	20,300	7,340	11,139	11,138
	150800 NET COST	149,184	1,908	(659)	(659
	SHOSHONE AIRPORT NET COST	149,184	1,908	(659)	(659
	PUBLIC WORKS NET COST	380.949	447,713	109,801	109,801
RIFF GRANTS 671413 CALME	ET TASK FORCE				
671413 CALME REVENUES	T TASK FORCE	123,060	99,590	131,186	131,18
671413 CALME REVENUES			99,590 99,590	131,186 131,186	
671413 CALME REVENUES	AID FROM OTHER GOVT AGENCIES	No.			
671413 CALME REVENUES 4400 EXPENDITURES	AID FROM OTHER GOVT AGENCIES	123,060	99,590	131,186	131,186 131,186 66,442
671413 CALME REVENUES 4400 EXPENDITURES 5100	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES	123,060	99,590 45,831	131,186	131,18
671413 CALME REVENUES 4400 EXPENDITURES 5100 5200	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SERVICES & SUPPLIES	123,060	99,590 45,831 49,882	131,186 66,442 54,744	131,18 66,44 54,74
671413 CALME REVENUES 4400 EXPENDITURES 5100 5200	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SERVICES & SUPPLIES INTERNAL CHARGES	123,060 42,205 51,148	99,590 45,831	131,186	131,18 66,44 54,74 10,00
671413 CALME REVENUES 4400 EXPENDITURES 5100 5200	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES	123,060 42,205 51,148	99,590 45,831 49,882 10,000	131,186 66,442 54,744 10,000	131,18 66,44 54,74 10,00
671413 CALME REVENUES 4400 EXPENDITURES 5100 5200	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES	123,060 42,205 51,148 93,353	99,590 45,831 49,882 10,000	131,186 66,442 54,744 10,000	131,18 66,44 54,74 10,00
671413 CALME REVENUES 4400 EXPENDITURES 5100 5200 5500	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES TOTAL EXPENDITURES	123,060 42,205 51,148 93,353	99,590 45,831 49,882 10,000 105,713	131,186 66,442 54,744 10,000	131,18 66,44 54,74 10,00
671413 CALME REVENUES 4400 EXPENDITURES 5100 5200 5500 671507 ILLEGA REVENUES	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES TOTAL EXPENDITURES 671413 NET COST	123,060 42,205 51,148 93,353 29,707	99,590 45,831 49,882 10,000 105,713	131,186 66,442 54,744 10,000 131,186	131,180 66,442 54,744 10,000 131,180
671413 CALME REVENUES 4400 EXPENDITURES 5100 5200 5500 671507 ILLEGA REVENUES	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES TOTAL EXPENDITURES 671413 NET COST	123,060 42,205 51,148 93,353 29,707 7,000	99,590 45,831 49,882 10,000 105,713	131,186 66,442 54,744 10,000	131,18 66,44 54,74 10,00
671413 CALME REVENUES 4400 EXPENDITURES 5100 5200 5500 671507 ILLEGA REVENUES 4400	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES TOTAL EXPENDITURES 671413 NET COST AL CANNABIS SUPRESSION AID FROM OTHER GOVT AGENCIES TOTAL REVENUES	123,060 42,205 51,148 93,353 29,707 7,000	99,590 45,831 49,882 10,000 105,713	131,186 66,442 54,744 10,000 131,186 7,000	131,180 66,442 54,74 10,000 131,180 7,000
671413 CALME REVENUES 4400 EXPENDITURES 5100 5200 5500 671507 ILLEGA REVENUES 4400 EXPENDITURES	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES TOTAL EXPENDITURES 671413 NET COST AL CANNABIS SUPRESSION AID FROM OTHER GOVT AGENCIES TOTAL REVENUES	123,060 42,205 51,148 93,353 29,707 7,000	99,590 45,831 49,882 10,000 105,713 (6,123)	131,186 66,442 54,744 10,000 131,186 7,000 7,000	131,18 66,44 54,74 10,00 131,18 7,00
671413 CALME REVENUES 4400 EXPENDITURES 5100 5200 5500 671507 ILLEGA REVENUES 4400 EXPENDITURES 5000	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES TOTAL EXPENDITURES 671413 NET COST AL CANNABIS SUPRESSION AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SALARIES & BENEFITS	123,060 42,205 51,148 93,353 29,707 7,000 7,000	99,590 45,831 49,882 10,000 105,713 (6,123) 5,733	131,186 66,442 54,744 10,000 131,186 7,000 7,000 5,735	131,18 66,44 54,74 10,000 131,18 7,000 7,000 5,73
671413 CALME REVENUES 4400 EXPENDITURES 5100 5200 5500 671507 ILLEGA REVENUES 4400 EXPENDITURES 5000	AID FROM OTHER GOVT AGENCIES TOTAL REVENUES SERVICES & SUPPLIES INTERNAL CHARGES OTHER CHARGES TOTAL EXPENDITURES 671413 NET COST AL CANNABIS SUPRESSION AID FROM OTHER GOVT AGENCIES TOTAL REVENUES	123,060 42,205 51,148 93,353 29,707 7,000 7,000 6,232	99,590 45,831 49,882 10,000 105,713 (6,123)	131,186 66,442 54,744 10,000 131,186 7,000 7,000	131,18 66,44 54,74 10,00 131,18 7,00 7,00

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019	RUN DATE: 04/30/2019
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	L.04/30/2013			Third Oursel
	Prior Actuals	YTD Actuals	Working Budget	Third Quarte Budge
	FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-1
671507 NET COST	768	(5,768)		
SHERIFF GRANTS NET COST	30,475	(11,891)		
SHERIFF OFF HIGHWAY VEHICLE				
623518 OFF HWY VEHICLE GRANT 18-19				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		7,568	23,492	23,4
TOTAL REVENUES		7,568	23,492	23,4
-				
EXPENDITURES				
5100 SERVICES & SUPPLIES		1,347	3,492	3,4
5200 INTERNAL CHARGES			20,000	20,0
TOTAL EXPENDITURES		1,347	23,492	23,4
623518 NET COST _		6,221		
SHERIFF OFF HIGHWAY VEHICLE NET COST		6,221		
SHERIFF NET COST	30,475	(5,670)		
WATER				
024102 WATER DEPARTMENT REVENUES				
4350 REV USE OF MONEY & PROPERTY	14,593	10,600	7,000	12,0
4400 AID FROM OTHER GOVT AGENCIES	1,511,580	1,562,649	1,563,761	1,673,7
4600 CHARGES FOR CURRENT SERVICES	1,200	1,200	3,200	3,2
4800 OTHER FINANCING SOURCES	191,670	75,608	194,560	194,5
4900 OTHER REVENUE	130	100	100	1
	1,719,173	1,650,157	1,768,621	1,883,6
TOTAL REVENUES				
TOTAL REVENUES	1,135,916	800 785	1 370 598	1 360 /
TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS	1,135,916	800,785 411 853	1,370,598 507 843	1,369,4
TOTAL REVENUES	376,657	411,853	507,843	638,3
TOTAL REVENUES EXPENDITURES 5000 SALARIES & BENEFITS 5100 SERVICES & SUPPLIES				1,369,44 638,39 207,33 132,89

024102 NET COST (127,982) 304,550 (455,016) (464,457)

024502 SALT CEDAR PROJECT REVENUES

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2019

RUN DATE: 04/30/2019

				Working	Third Quarter
		Prior Actuals	YTD Actuals	Budget	Budget
		FY 2017-18	FY 2018-19	FY 2018-19	FY 2018-19
	4400 AID FROM OTHER GOVT AGENCIES	41,215	28,734	44,663	44,663
	TOTAL REVENUES	41,215	28,734	44,663	44,663
	EXPENDITURES				
	5000 SALARIES & BENEFITS	221	17,075	17,075	17,075
	5100 SERVICES & SUPPLIES	4,783	914	5,000	2,000
1	5200 INTERNAL CHARGES	24,965	16,941	22,588	22,588
	TOTAL EXPENDITURES	29,969	34,930	44,663	41,663
	-				
	024502 NET COST	11,246	(6,196)		3,000
	-				
1	621602 GROUNDWATER SUSTAINABILITY PLA REVENUES				
	4400 AID FROM OTHER GOVT AGENCIES			713,155	713,155
	TOTAL REVENUES			713,155	713,155
	EVENNITUPE				
			07.005	740 455	
	5100 SERVICES & SUPPLIES TOTAL EXPENDITURES		27,325	713,155 713,155	713,155
			21,325	713,100	713,155
1	š.				
	621602 NET COST		(27,325)		
	621902 OWENS RIVER WATER TRAIL GRANT REVENUES				
	4400 AID FROM OTHER GOVT AGENCIES			500 000	
	TOTAL REVENUES			500,032	
	TOTAL REVENDES			500,032	
	EXPENDITURES				
	5100 SERVICES & SUPPLIES			500,032	
	TOTAL EXPENDITURES			500,032	
	-				
	621902 NET COST				
	621903 BIG PINE RECYCLE WATER PRJ REVENUES				
	4400 AID FROM OTHER GOVT AGENCIES	42,918	22,168	201,549	201,549
	TOTAL REVENUES	42,918	22,108	201,549	201,549
		12,010	22,100	201,040	201,049
	EXPENDITURES				
	5100 SERVICES & SUPPLIES	78,776	188,224	201,549	201,549

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BUD020 - THIRD QUARTER BUDGET REVIEW

		Prior Actuals FY 2017-18	YTD Actuals FY 2018-19	Working Budget FY 2018-19	Third Quarter Budget FY 2018-19
	621903 NET COST	(35,858)	(166,056)		
	621904 CEQA STUDY REVENUES				
1	4400 AID FROM OTHER GOVT AGENCIES	546,902			
	TOTAL REVENUES	546,902			
	EXPENDITURES				
	5100 SERVICES & SUPPLIES	144,434	402,468	402,468	402,468
	TOTAL EXPENDITURES	144,434	402,468	402,468	402,468
	621904 NET COST	402,468	(402,468)	(402,468)	(402,468)
	WATER NET COST	249,874	(297,495)	(857,484)	(863,925)
[WATER NET COST	249,874	(297,495)	(857,484)	(863,925)
	TOTAL NET COST	4,852,886	(3,824,375)	(1,477,927)	(440,489)

<u>DRAFT</u>

COUNTY OF INYO 2019-2020 BUDGET CALENDAR

Date	Action
Thursday, December 11, 2018	Mid-Year Budget Review materials distributed to departments.
Wednesday, January 16, 2019	Mid-Year Budget Review documents due to Budget Analyst by noon.
Tuesday, February 19, 2019	Mid-Year Financial Report to Board of Supervisors – Agenda Item.
Wednesday, March 13, 2019	Third Quarter Budget Review materials distributed to departments,
Wednesday, April 10, 2019	All Third Quarter Budget Review documents due to Budget Analyst by noon.
Monday, April 15, 2019	Budget Kickoff!! Workshop with Department Heads and line staff for Fiscal Year 2019-2020 Budget preparation, 9:00 a.m. Board of Supervisors Room, Independence
Tuesday, April 23 or April 30, 2019	Third Quarter Financial Report to Board of Supervisors – Agenda Item.
Friday, May 3, 2019	Deadline to complete Personnel Module calculations. Please submit your Status Quo and Models (if applicable) through the Budget Buddy PMod screens by noon.
Friday, May 10, 2019	Personnel costs entered into Budget Buddy complete.
Friday, May 10, 2019	Deadline for submitting Fixed Asset item requisitions or pertinent information requiring quotes/bids (\$7,500 or more) to Purchasing for Fiscal Year 2018-2019.
Friday, May 17, 2019	Budget Buddy closed for budget entry. Budget detail (original and three copies) due in CAO's Office. (Window for entry into the Budget Buddy will be open from April 19 th – May 17 th)
Thursday, May 23, 2019	Last date to submit agenda items for budget amendments, requiring Board approval, to any Fiscal Year 2017-2018 budget. Board of Supervisors will consider amendments during meeting on June 5, 2018.
Monday, June 3, 1019	PURCHASING CLOSED
Friday, May 31, 2019	Last date to submit to the Auditor and CAO all fixed asset expenditures (and Public Works projects) that Departments anticipate making between Board adoption of the Fiscal Year 2019-2020 Preliminary and the Final budgets. If necessary, Department recommendations for Preliminary Fiscal Year 2019-2020 budget reductions are also due. These items should be included in adoption of the Preliminary Budget on June 11 or 18, 2019, by the Board of Supervisors. (Remember: Fixed asset expenditures and Public Works projects included in the Preliminary Budget must also be included in the Department Requested and Final Fiscal Year 2019-2020 Budget.)
Friday, June 14, 2019	All County "Stores" requisitions must be received by Friday, June 14 th .
June 12-14, June 20-21 and June 26-28 and July 10-12 (if needed)	CAO/Departmental Review. (Meeting calendar will be distributed separately)
Tuesday, June 11 or 18, 2019	Board of Supervisors adopts Fiscal Year 2019-2020 Preliminary Budget – Agenda Item
July 8 to August 9, 2019	Budget Workshops with Board of Supervisors – As Necessary
Friday, August 23, 2019 @ Latest/Tentative	CAO distributes proposed Fiscal Year 2019-2020 Budget to the Board of Supervisors and Department Heads.
Friday, August 30, 2019	ACCRUAL PERIOD ENDS! Last day to get all expenditures and revenues turned into the Auditor's office for posting.
Tuesday, September 3, 2019, through September 13, 2019 (if necessary) @ Latest/Tentative	Budget Hearings before the Board of Supervisors.
Tuesday, September 3, 2019	Auditor certifies Fiscal Year 2018-2019 fund balances.
Tuesday, September 10 or 17, 2019 (a) Latest/Tentative	Adoption of Fiscal Year 2019-2020 County Budget.

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AGENDA REQUEST FORM BOARD OF SUPERVISORS

For Clerk's Use Only: AGENDA NUMBER 37

COUNTY OF INYO

Scheduled Time for

Departmental

Closed Session

Correspondence Action

Informational

Public Hearing

FROM: Water Department and Inyo County Counsel

X Consent

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Approve and ratify contracts to provide Executive Manager and Legal Counsel services for the Owens Valley Groundwater Authority

DEPARTMENTAL RECOMMENDATION:

- 1. The Water Department requests your Board approve a contract to provide Executive Manager services for the Owens Valley Groundwater Authority in an amount not to exceed \$37,000 annual beginning April 1, 2019 and continuing until terminated by any party by supplying 30 days' written notice to the other party; and
- Inyo County Counsel requests your Board approve a contract to provide legal services for the Owens Valley Groundwater Authority in the amount of \$1,500 per month beginning April 1, 2019 and continuing until terminated by any party by supplying 30 days' written notice to the other party; and
- 3. Authorize the Chairperson to sign

SUMMARY DISCUSSION:

The Owens Valley Groundwater Authority (OVGA) was formed under a joint powers agreement in 2017 to act as the groundwater sustainability agency for the Owens Valley groundwater basin. The OVGA is responsible for complying with mandates of the State Groundwater Management Act to prepare and implement a groundwater sustainability plan (Plan) for non LADWP lands in the basin. Since the formation of the OVGA, Inyo County has provided managerial and legal staff services. These contracts formalize that staffing arrangement and prescribe the responsibilities of Inyo County staff and costs to the OVGA. Separate contracts were prepared for the Executive Manager services provided by Water Department staff and for Legal Services provided by Inyo County Counsel. The Executive Manager contract is hourly and includes staff time to support OVGA activities as well as time necessary to administer the reimbursable Proposition 1 grant to prepare the Plan. The Legal Services contract is flat monthly rate similar to contracts for Inyo County Counsel to provide services to other agencies. The contracts have annual compensation limits and detailed scopes of work. The OVGA approved these contracts at its April 18, 2019 meeting.

ALTERNATIVES:

The Board could not approve the contracts. This is not recommended as it could substantially impair the ability of the OVGA to fulfill its purpose to prepare the Plan for the Owens Valley groundwater basin. Without the requested staff services, the work of the Authority on the Plan and administrative tasks would be delayed while agreements with other members of the Authority or outside contractors to obtain the required services are prepared.

OTHER AGENCY INVOLVEMENT: none

Agenda Request Page 2

FINANCING: The funding for these contracts is budgeted in the Owens Valley Groundwater Authority budget 621601, Other Agency Contributions 5539.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
	Approved: 420 Date: 4/24/19
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
	Approved:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board cierk.)
N/A	
	Approved:Date:

1.

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

_Date: 4-29-19 _Date: 4/29/19 JAIR

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)_

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE COUNTY OF INYO FOR THE PROVISION OF LEGAL SERVICES

INTRODUCTION

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as "OVGA") has the need for the legal services of the County Counsel of the County of Inyo (hereinafter referred to as "Contractor"), 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 Contractor shall furnish to the OVGA, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the OVGA's request and/or the OVGA Executive Manager under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and OVGA 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.

The OVGA Board of Directors may, at the beginning of each fiscal year, conduct performance reviews of the Contractor, its staff, and the work and services it has provided the OVGA during the prior fiscal year.

2. TERM.

Effective as of April 1, 2019, Contractor shall provide services to OVGA through the Inyo County Counsel's Office (hereinafter referred to as "the County Counsel"), when and if requested by OVGA. This Agreement shall remain in full force and effect until terminated by any party, with or without cause, by supplying 30 days' written notice of termination to the other party.

3. CONSIDERATION.

A. In exchange for the services and work set forth in Attachment A, Contractor shall receive the a flat fee of \$1,500 per month, which is based on the parties' good-faith estimate of the County's average monthly costs of providing such services over a typical 12-month period. On or before July 1, 2019, and every July 1st thereafter, or upon the OVGA changing its meeting schedule, the County Counsel and the OVGA may review and discuss whether an adjustment to said monthly compensation may be appropriate. Any agreed upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference. Contractor will also waive the fee for any month during which a meeting was canceled and/or Contractor provides no or *de minimus* services. Invoices for services shall be sent to OVGA in care of its Auditor-Controller on a quarterly basis, or at such other intervals as may be mutually agreeable to the parties. The OVGA shall make a good-faith effort to issue payment to Contractor within 30 days of receipt, but reserves the right to vary the payment schedule in order to manage finances. The Contractor shall be notified of the expected payment date in writing should the payment schedule be altered.

B. <u>No Additional Consideration</u>. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from OVGA, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor 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.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, OVGA, or municipal governments for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor 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 Contractor at no expense to the OVGA. Contractor will provide OVGA, 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 Contractor and OVGA as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**. Where there is a dispute between the contractor and OVGA reserves the right to make such determinations for purposes of this Agreement.

B. Contractor 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. Contractor 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. NEGOTIATION OF THIS AGREEMENT.

OVGA acknowledges that it has been or has had the opportunity to be represented by separate legal counsel with respect to the negotiation and preparation of this Agreement or has knowingly waived its right to do so, and that it is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party. OVGA specifically acknowledges that the County Counsel has only represented the County with respect to the negotiation and preparation of this Agreement and that OVGA has consented to such representation and knowingly and voluntarily waived any actual or potential conflict associated with such representation.

7. STATUS OF CONTRACTOR.

OVGA shall be deemed a client of the County Counsel for purposes of this Agreement. Individual attorneys employed by the County in the County Counsel's Office shall at all times remain employees of the County and not employees of the OVGA. All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of OVGA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of OVGA. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the OVGA. No agent, officer, or employee of the OVGA is to be considered an employee of Contractor. It is understood by both Contractor and OVGA 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 contractor:

Owens Valley Groundwater Authority (Independent Contractor) Page 2 A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

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

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of OVGA.

8. DEFENSE AND INDEMNIFICATION.

Each party (Contractor and OVGA) shall defend and indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Acquisition and maintenance of insurance does not in any way limit liability pursuant to these indemnification provisions.

9. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, 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. Contractor 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. Contractor 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.

10. ASSIGNMENT.

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

11. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by OVGA in a timely manner, or fails in any way as required to conduct the work and services as required by OVGA, OVGA may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, OVGA will be released from any obligation to provide Contractor with any consideration, or part thereof, contemplated by this Agreement.

12. 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.

13. 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 Contractor or OVGA 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:

OVGA Inyo County Water Department ATTN: OVGA Executive Manager P.O. Box 337 Independence, Ca 93526

Contractor: Inyo County Counsel P.O. Box M Independence California 93526

15. CONFLICTS OF INTEREST.

The County Counsel's Office shall notify the parties hereto of any actual or potential conflicts of interest that may arise between them as respective clients of the County Counsel's Office, and the County Counsel shall endeavor to avoid providing any services under this Agreement that would create a conflict. Nevertheless, in the event that a conflict does arise between the County (or any of its boards, commissions, officers, or employees) on the one hand and the OVGA on the other hand, or if for any reason the County Counsel's Office declines to or resigns from providing services to the OVGA, then the OVGA agrees that the County Counsel's Office may thereafter continue to act as legal counsel for the County and that the county Counsel's Office shall not be disqualified from representing or otherwise carrying out any of its powers and duties on behalf of the County.

16. 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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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ______DAY OF ____April 18 _____, 2019 ____.

OVGA By: 4/18/19 Dated:

COUNTY OF INYO

Print or Type Name

Signature

Dated:

By:

ATTACHMENT A

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE COUNTY OF INYO FOR THE PROVISION OF LEGAL SERVICES

SCOPE OF WORK:

Contractor, by and through its Office of County Counsel, will act as the general counsel for and provide professional legal services to the Owens Valley Groundwater Authority as follows:

- Legal advice and representation regarding the general and regular business of the OVGA, including, but not limited to:
- Legal advice and representation relating to adoption of fees and/or the OVGA's creation of additional revenue sources;
- Legal advice and representation relating to the enforcement of any rules and/or regulations adopted and implemented by the OVGA;
- Legal advice and representation relating to applicable public meeting laws, including attendance at the OVGA Board Meetings;
- Legal advice and representation relating to responding to public records requests; and
- Collaboration with the OVGA's special water and environmental law counsel (whose services are
 provided through a separate contract with the County of Mono) to jointly provide legal advice and
 representation relating to the OVGA's development, adoption, and implementation of a groundwater
 sustainability plan and any other water or environmental law issue that may arise, including but not
 limited to the following:

Matters involving water resources, surface water and groundwater rights, water quality regulation, and related natural resources, endangered species, and environmental laws, including, without limitation, (i) the OVGA's development, adoption, implementation, and administration of a GSP for the Owens Valley Groundwater Basin; and (ii) the applicability and interpretation of SGMA.

Interpretation, applicability, and enforcement of any rules, regulations, and/or provisions adopted and/or implemented by the OVGA in any GSP for and/or covering the Owens Valley Groundwater Basin or otherwise related to or affecting the water resources or water rights of any person or entity within the Owens Valley Groundwater Basin.

Correspondence, with federal and state agencies and local and tribal governments, including but not limited to the California Department of Water Resources, the California State Water Resources Control Board, the California Department of Fish and Wildlife, and the City of Los Angeles/Los Angeles Department of Water and Power regarding the OVGA's development, preparation, adoption, implementation, administration, and applicability of any GSP for and/or covering the Owens Valley Groundwater Basin.

It is understood that said "collaboration" does not envision or require duplication of legal work but rather a joint approach in which the OVGA Executive Manager shall coordinate the efforts of general counsel and special counsel to enhance the quality and defensibility of the legal advice and work product provided to the OVGA. Where appropriate, the OVGA Executive Manager may divide legal work between general counsel and special counsel to arrive at a finished work product. In the event of a disagreement among general counsel and special counsel that cannot be resolved, counsel shall inform the OVGA Executive Manager and follow any direction he/she provides counsel.

This scope of work does not include representation of the OVGA as it relates to defending against litigation matters and/or prosecuting non-routine litigation matters.

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE COUNTY OF INYO FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES

INTRODUCTION

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as "OVGA") has the need for the Executive Manager services of the County of Inyo, a political subdivision of the State of California (hereinafter referred to as "Contractor"), 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 Contractor shall furnish to the OVGA, upon the OVGA's request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the OVGA to the Contractor to perform under this Agreement will be made by OVGA Board, and shall be directed to Aaron Steinwand on behalf of the Contractor (or such other individual as the Contractor may designate from time to time). The parties agree that Aaron Steinwand (or such other individual as may be designated by the Contractor) shall be the titular Executive Manager for any purposes where it is necessary for an individual person to act as the Executive Manager in order to perform the services and work set forth in Attachment A. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the OVGA's need for such services. The OVGA makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the OVGA under this Agreement. OVGA by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if OVGA should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the OVGA's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and OVGA 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.

The OVGA Board of Directors may, at the beginning of each fiscal year, conduct performance reviews of the Contractor, its staff, and the work and services it has provided the OVGA during the prior fiscal year

2. TERM.

Effective as of April 1, 2019, Contractor shall provide services to OVGA through the Inyo County Water Department when and if requested by OVGA. This Agreement shall remain in full force and effect until terminated by any party, with or without cause, by supplying 30 days' written notice of termination to the other party.

3. CONSIDERATION.

A. <u>Compensation.</u> Services and work set forth in Attachment A shall be billed on an hourly basis according to the rates established in Attachment C up to the annual limit specified in Section 3.D., which is based on the parties' good-faith estimate of the County's average monthly costs of providing such services over a typical 12-month period. On or before July 1, 2019, and every July 1st thereafter, the Contractor and the OVGA may review and discuss whether an adjustment to said compensation may be appropriate. Any agreed upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference. Invoices for services shall be sent to OVGA in care of its Auditor-Controller on

Owens Valley Groundwater Authority (Independent Contractor) Page 1

a quarterly basis, or at such other intervals as may be mutually agreeable to the parties. Invoices shall contain descriptions of work performed and time spent.

B. <u>Travel and per diem.</u> OVGA shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by OVGA under this Agreement. Contractor shall request approval by the OVGA prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to OVGA Executive Manager. 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 B). OVGA reserves the right to deny reimbursement to Contractor 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 B, or which are incurred by the Contractor without the prior approval of the OVGA.

C. <u>No additional consideration</u>. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from OVGA, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor 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. <u>Limit upon amount payable under Agreement.</u> The total sum of all payments made by the OVGA to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$37,000 (hereinafter referred to as "contract limit"). OVGA expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. <u>Billing and payment</u>. Contractor shall submit to the OVGA, once a quarter, an itemized statement of all hours spent by Contractor in performing services and work described in attachment A, which were done at the OVGA's request. This statement will be submitted to the OVGA not later than 30 days following the end of the quarter. The statement to be submitted will cover the period from the first (1st) day of the preceding quarter 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. Contractor's statement to the OVGA will also include an itemization of any travel or per diem expenses, which have been approved in advance by OVGA, incurred by Contractor 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 OVGA's accounting procedures and rules. The OVGA shall make a goodfaith effort to issue payment to Contractor within 30 days, but reserves the right to vary the payment schedule in order to manage finances. The Contractor shall be notified of the expected payment date in writing should the payment schedule be altered.

For billing purposes, the first quarter of this agreement shall begin January 1, 2019, notwithstanding any related work performed by Contractor prior to the effective date of this Agreement.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, OVGA will not withhold any federal or state income taxes or social security from any payments made by OVGA to Contractor under the terms and conditions of this Agreement.

(2) [RESERVED]

(3) Except as set forth above, OVGA has no obligation to withhold any taxes or payments from sums paid by OVGA to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. OVGA has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by OVGA to Contractor, 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.

4. WORK SCHEDULE.

Owens Valley Groundwater Authority (Independent Contractor) Page 2 Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the OVGA. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange its own schedule, but will coordinate with OVGA to ensure that all services and work requested by OVGA under this Agreement will be performed within the time frame set forth by OVGA.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor 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 Contractor at no expense to the OVGA. Contractor will provide OVGA, 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 Contractor and OVGA as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**. Where there is a dispute between the contractor and OVGA reserves the right to make such determinations for purposes of this Agreement.

B. Contractor 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. Contractor 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: <u>http://www.sam.gov</u>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. OVGA PROPERTY.

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

B. <u>Products of Contractor's Work and Services</u>. Any and all compositions, publications, plans, designs, 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, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the OVGA. At the termination of the Agreement, Contractor will convey possession and title to all such properties to OVGA. Notwithstanding the above, Contractor will retain a non-exclusive license to use copies of any such property.

8. RESERVED

Owens Valley Groundwater Authority (Independent Contractor) Page 3

9. INSURANCE.

The Contractor, at the Contractor's own expense, shall purchase and maintain the following minimum insurance coverages with companies duly licensed to do business in the State of California with policies and forms satisfactory to OVGA. All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the agreement is satisfactorily completed and formally accepted.

- Commercial/Comprehensive General Liability (mandatory): at least \$1,000,000 per occurrence, \$2,000,000 aggregate, with OVGA as an additional insured
- Commercial/Business Automobile Liability (including Owned, Scheduled, Non-Owned, or Hired): combined single limit of not less than \$500,000 per occurrence
- Workers' Compensation: at least \$1,000,000 per occurrence, as required by law.
- Employer's Liability: \$1,000,000 per occurrence.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of the OVGA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the OVGA. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the OVGA. No agent, officer, or employee of the Contractor is to be considered an employee of the OVGA. It is understood by both Contractor and the OVGA 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 contractor:

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

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

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of OVGA.

11. DEFENSE AND INDEMNIFICATION.

Each party (Contractor and OVGA) shall defend and indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Acquisition and maintenance of insurance does not in any way limit liability pursuant to the indemnification stated in this section.

12. RECORDS AND AUDIT.

A. <u>Records</u>. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of

Owens Valley Groundwater Authority (Independent Contractor) Page 4

this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. <u>Inspections and Audits</u>. Any authorized representative of OVGA shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which OVGA 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 Contractor.

Further, OVGA has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, 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. Contractor 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. Contractor 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.

14. CANCELLATION.

This Agreement may be canceled by OVGA without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. In the event of any such cancellation, OVGA will pay to Contractor all amounts owing to Contractor for work satisfactorily performed up to the date of cancellation. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to OVGA.

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. 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-three (23) below.

18. CONFIDENTIALITY.

Owens Valley Groundwater Authority (Independent Contractor) Page 5 Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the OVGA. If a disclosure is required by law, Contractor shall first give OVGA reasonable notice of the intended disclosure sufficient to allow the OVGA to take any action that may be available to prevent the disclosure. Any disclosure of confidential information that Contractor is not required by law to disclose, that Contractor discloses without the OVGA's written consent, is solely and exclusively the legal responsibility of Contractor 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.

19. CONFLICTS.

Contractor shall notify the parties hereto of any actual or potential conflicts of interest that may arise between them related to the scope of this Agreement, and Contractor shall endeavor to avoid providing any services under this Agreement that would create a conflict.

20. POST AGREEMENT COVENANT.

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

21. 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.

22. FUNDING LIMITATION.

The ability of OVGA 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, OVGA has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor 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 twentythree (23) (Amendment).

23. AMENDMENT.

Owens Valley Groundwater Authority (Independent Contractor) Page 6

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.

24. 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 Contractor or OVGA 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:

OVGA:

74 N. School Street PO Box 696 Bridgeport, CA 93517
_

COUNTY OF INYO ADMINISTRATIVE OFFICER	Name
PO Drawer N	Street
Independence, CA 93526	City and State

25. 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.

26. COUNTERPARTS.

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ______ DAY OF ______April 18 _____ 2019

OVGA M AD	INYO COUNTY
By: tusthing	Ву:
Fred Stump	
Type or Print Name	Type or Print Name
Dated: 4/18/19	Dated:
APPROVED AS TO FORM AND LEGALITY:	APPROVED AS TO FORM AND LEGALITY:
OVGA Courisel	Inyo County Counsel

Owens Valley Groundwater Authority (Independent Contractor) Page 7

ATTACHMENT A

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE COUNTY OF INYO FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES

SCOPE OF WORK:

The scope of work set forth below recites the powers and duties from the OVGA joint powers agreement. This scope of work is reduced consistent with the extent of the overlapping technical duties performed by another provider (e.g. Dr. Bob Harrington) pursuant to an agreement between said provider and the OVGA, or any similar agreement(s). Should such duties not be performed by another provider, Contractor may reopen this Agreement to negotiate the additional compensation required to provide those services.

EXECUTIVE MANAGER POWERS and DUTIES. Subject to any rules and regulations provided by the Board, the powers and duties of the Executive Manager are:

- 1. Consistent with Article II Section 4.1 of the OVGA joint powers agreement, to lead and coordinate the development of a GSP for the Authority and to be responsible to the Board of Directors for proper administration of all affairs of the Authority.
- 2. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board of Directors, discipline or remove Authority employees.
- To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board of Directors and be responsible for their administration after adoption by the Board of Directors.
- 4. To formulate and present to the Board of Directors plans for facilities and/or services within the Authority and the means to finance them.
- 5. To supervise the planning, acquisition, construction, maintenance, and operation of the facilities and/or services of the Authority.
- 6. To attend all meetings of the Board of Directors and act as the secretary of the Board. To cause to be kept minutes of all meetings of the Board of Directors and to cause a copy of the minutes to be forwarded to each member of the Board of Directors and to the member entities, prior to the next regular meeting of the Board of Directors.
- 7. On or before April 1 of each year, to cause to be prepared and submitted to the Board of Directors and each of the Members a proposed budget for the upcoming fiscal year the annual report and the GSA's annual report.
- 8. To execute transfers within major budget units, in concurrence with the Treasurer Auditor-Controller of the Authority, as long as the total expenditures of each major budget unit remain unchanged.
- 9. To purchase or lease items, fixed assets, or services within the levels authorized in the Bylaws.
- 10. To perform such other duties as the Board of Directors may require in carrying out the policies and directives of the Board of Directors.

Owens Valley Groundwater Authority (Independent Contractor) Page 8

ATTACHMENT B

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE COUNTY OF INYO FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

- Lodging and Meals:
 - Per diem payments for lodging and meals is available only for travel outside of Inyo and Mono Counties and is subject to pre-approval of the OVGA Board absent unusual circumstances.
 - The amount of per diem reimbursement shall be pursuant to the IRS per diem rates for Inyo County at the time the per diem expense is incurred: <u>https://www.gsa.gov/travel/plan-book/per-diem-rates</u>.
- Mileage:
 - Mileage reimbursement is available only for travel outside of the Owens Valley Groundwater Basin and lands adjacent thereto, and is subject to pre-approval of the OVGA Board absent unusual circumstances.
 - The amount of mileage reimbursement shall be pursuant to the IRS rates for Inyo County at the time the mileage expense is incurred.

Owens Valley Groundwater Authority (Independent Contractor) Page 9

ATTACHMENT C

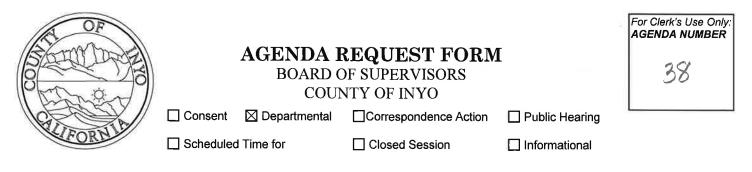
AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE COUNTY OF INYO FOR THE PROVISION OF STAFF SERVICES

EXECUTIVE MANAGER COUNTY RATE SHEET

Rates for specific staff assigned work will vary by position, pay scale step, and benefit package. The OVGA shall be billed the hourly rate for the specific staff engaged, which shall fall within the rate range listed below. The rates include base salary and benefits.

Position	Rate per Hour
Executive Manager, Inyo County Water Director	\$103.13
Administrative Analyst	\$61.21

Owens Valley Groundwater Authority (Independent Contractor) Page 10



FROM: Health and Human Services Behavioral Health

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Approval of CommonGround Services and License Agreement

DEPARTMENTAL RECOMMENDATION: Request Board ratify the CommonGround Services and License Agreement with Pat Deegan, Ph.D. & Associates, LLC. (PDA) in an amount not to exceed \$24,500 for the period of May 1, 2019 through June 30, 2020, contingent upon the adoption of named budgets and authorize the Deputy HHS Director of Behavioral Health to sign the agreement and the HIPAA Privacy Officer to sign the Business Associates Agreement (BAA).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This agreement is coming to your Board for ratification due to a delay in finalizing appropriate agreement language. Training and services will not commence until after the Board approves the item.

We are requesting approval to enter into this service and license agreement with PDA in order to access a service that will increase client-centered coordinated care and falls in line with the principles of the strengths model instituted in our behavioral health services in the last 18 months. CommonGround is a Web app that helps mental health clients identify treatment preferences and effectively communicate them to their providers, especially to the professionals providing psychiatric care. The program makes use of shared decision making to increase the effectiveness and efficiency of consultations, and has led to higher levels of satisfaction among clients. We are especially excited to implement this software as we have increased the use telemedicine as a modality for psychiatry services. In addition to the CommonGround software, the agreement provides access to an extensive library of videos and worksheets on a plethora of recovery topics provided by many persons with lived experience with mental illness. The library includes many offerings in Spanish as well as in English. It will be an excellent resource for our staff as well as for the clients.

CommonGround was first implemented by Patricia Deegan in 2006 in conjunction with the Kansas Department of Social and Rehabilitation Services. Providers can license the software for a monthly or yearly fee, which varies according to the number of users. We anticipate use of this software for around 100 users for the first year. The services and agreement includes an intensive training component as well as the data stewardship and software license.

<u>ALTERNATIVES:</u> Your Board could choose not to approve this contract agreement and access to this effective tool.

<u>OTHER AGENCY INVOLVEMENT:</u> Primary Care partners and other agencies providing services to persons with severe mental illness.

<u>FINANCING</u>: The Mental Health Block Grant (MHBG) and Mental Health Services Act (MHSA). This contract is budgeted in Mental Health (045200) in Professional Services (5265). No County General Funds.

APPROVALS	
COUNTY COUNSEL: I UNICHA-	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: CD Date Date
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED TIEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved:
DEPARTMENT HEAD (Not to be signed until all appr	ovals are received) Muffman Date: 41919



teb: www.paidaegan.com mail: pal@paidaegan.com ddress: P.O. Box 208 Bylield, MA.01922 US

CommonGround Services and License Agreement

1. This Services and License Agreement ("Agreement") is entered into this // day of April . 2019 by and between **Pat Deegan**, **PhD. & Associates**, **LLC** ("LICENSOR"), a Massachusetts limited liability company with an address at P.O. Box 208, Byfield, MA 01922, and <u>Invo County Health and Human Services Behavioral Health (ICHHS-BH</u>), with an address at <u>162 J Grove St. Bishop, CA 93514</u>, ("LICENSEE"), to establish the terms and conditions to which LICENSOR and LICENSEE have agreed in order to facilitate the adoption by LICENSEE of the CommonGround Approach and its assistive technology, the CommonGround Software.

1. Services Related to the Adoption of CommonGround

LICENSOR shall provide to LICENSEE the services described in the proposal attached to and made a part of this Agreement as <u>Exhibit A</u>, including those set forth under the heading "Training Services" (collectively referred to herein as the "Training Services") and those set forth under the heading "Data Stewardship & Software Services" (collectively referred to herein as the "Data Stewardship & Software Services"). Any services identified in <u>Exhibit A</u> as Custom Services ("Custom Services") will only be provided if agreed to in advance in writing by LICENSOR and LICENSEE, or if a Custom Services proposal is attached to this Agreement as part of <u>Exhibit A</u> and initialed by both LICENSOR and LICENSEE. The Training Services, Data Stewardship & Software Services, and Custom Services, if any, are referred to herein collectively as the "Services." The Services will be provided for the LICENSEE program or location (referred to in this Agreement as the "program") identified in <u>Exhibit A-1</u> attached to this Agreement. If LICENSEE wishes to add additional programs, then for each such program the parties will prepare and sign an <u>Exhibit A-2</u>, etc., each of which will be subject to the description of Services, fees and payment terms set forth in <u>Exhibit A</u>, and all other terms of this Agreement, except to the extent such <u>Exhibit A-2</u>, etc. expressly modifies such terms with respect to that program.

2. Grant of License

LICENSOR grants LICENSEE a non-exclusive, non-transferable and non-assignable right and license to permit Authorized Users to access, display and use LICENSOR's software program or software programs identified as CommonGround, including any associated documentation (collectively, the "Software"), provided that: (i) the Software is NOT modified in any way by LICENSEE; (ii) all copyright notices are maintained on the Software; and (iii) LICENSEE acknowledges that LICENSOR owns all right, title and interest in and to the Software. LICENSEE has the right to access or use the Software to view, store, and modify the CommonGround Data. The Software shall be accessed and used only by Authorized Users of LICENSEE and only for Authorized Users' personal use or internal business use in patient treatment. LICENSEE agrees and acknowledges that only LICENSOR has the right to maintain, enhance or otherwise modify the Software. LICENSEE's access to the Software shall include the



right to store the CommonGround Data (as defined in Section 6.a below) on databases and associated servers hosted by or on behalf of LICENSOR. As used herein, "Authorized Users" shall mean each person who has been trained in the use of the Software and is provided authorized access to the Software by the LICENSEE for purposes of patient treatment, including without limitation (i) patients and administrative staff of LICENSEE, and (ii) physicians and caregivers associated with LICENSEE. LICENSOR reserves all rights not otherwise expressly granted to LICENSEE in this Agreement.

3. Fees and Payment Terms

LICENSEE agrees to pay LICENSOR the fees set forth in Exhibit A, in accordance with the payment terms set forth in Exhibit A. Unless otherwise set forth in Exhibit A, the payment terms will be as set forth in this Section 3. The fees for the Training Services shall be payable in a lump-sum upon execution of this Agreement. The fees for Data Stewardship & Software Services are due within thirty (30) days of the health record database being activated, and then each anniversary of the database activation date thereafter. Once LICENSEE launches CommonGround for use with staff and clients as part of its daily operations (the "Launch Date"), PDA will generate monthly invoices, due within thirty (30) days of receipt of invoice, for all usage based on volume, per active user, as stated in Exhibit A. In addition, LICENSEE shall reimburse LICENSOR for reasonable travel expenses incurred by LICENSOR in providing the Training Services, Data Stewardship & Software Services, any Custom Services, and any other travel undertaken at LICENSEE's request. LICENSOR shall invoice LICENSEE for such travel expenses, and payment shall be due within thirty (30) days of receipt of invoice, unless otherwise agreed to by LICENSOR. Any Custom Services will be invoiced at the rates provided in Exhibit A or as otherwise agreed to in writing by LICENSOR and LICENSEE. If LICENSEE fails to make any payment required hereunder within thirty (30) days of its due date, LICENSOR reserves the right to suspend Training Services and Data Stewardship & Software Services (and any Custom Services) until all amounts are paid in full or to terminate such services. Upon execution of this Agreement, all payment obligations set forth in this Agreement shall be non-cancelable and all payments made by LICENSEE shall be non-refundable except as otherwise expressly set forth in this Agreement. LICENSEE is responsible for all taxes relating to the Software, excluding taxes based on LICENSOR's income. LICENSEE agrees to indemnify, defend and hold LICENSOR harmless from all claims and liability arising out of LICENSEE's failure to report or pay any taxes, duties or assessments. LICENSOR shall have the right to change the fees for the Data Stewardship & Software Services (including the Software fees) and/or Custom Services at any time after the initial one-year term of this Agreement, upon thirty (30) days' written notice to LICENSEE setting forth such new fees, provided that LICENSEE shall have thirty (30) days from receipt of such notice to terminate this Agreement by delivery of written notice of termination to LICENSOR.

4. Ownership

Ownership of the Software (including any copy thereof and associated corrections, bug fixes, enhancements, updates or other modifications) and all intellectual property rights associated therewith, including, but not limited to, copyrights, patent rights and trade secrets, is and shall remain at all times vested in LICENSOR. LICENSEE's rights in and to the Software are limited to the license set forth in this Agreement during the term of this Agreement, and all rights not expressly granted to LICENSEE herein are expressly reserved by LICENSOR. LICENSEE may





not remove any proprietary notice of LICENSOR from any copy or display of the Software or any associated documentation. LICENSEE agrees to keep the Software free and clear of all claims, liens and encumbrances. LICENSOR shall have the right to access and de-identify data, including protected health information ("PHI"), in accordance with the standards provided under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), that is entered into the Software by LICENSEE or one of LICENSEE's patients ("De-identified Data") and such De-identified Data shall be and remain owned at all times by LICENSOR. LICENSEE shall be and remain at all times responsible for any PHI or data other than De-identified Data that is created or stored using the Software, including, but not limited to, any notice or reporting obligations or other requirements established by any federal or state statutes or regulations.

5. Patient Care

Without limiting any other provision of this Agreement, LICENSEE shall be solely responsible for all medical and treatment decisions and all actions and inactions taken involving the care and management of its patients whether or not resulting from or in any way related to the use of the Software or the data made available thereby. Any information provided to LICENSEE pursuant to this Agreement is not intended as a substitute for the LICENSEE's medical or professional clinical judgment. LICENSOR shall have no liability with respect to the LICENSEE's use of any such information or the LICENSEE's inability to access the Software due to events beyond LICENSOR'S control. Patient medical and treatment decisions are at all times the sole responsibility of the LICENSEE. The Software does not provide medical advice or medical or diagnostic services. LICENSEE is responsible for reviewing all information and reports produced from the Software to ensure that any information that a patient enters into the Software concerning highly sensitive issues, such as thoughts of suicide or homicide, is addressed by LICENSEE as required by medical or professional standards and applicable law. A patient's use of the Software does not in any way create a relationship between such patient and LICENSOR. LICENSOR will not respond to inquiries or other requests for information from third parties regarding data or PHI entered into the Software by LICENSEE or one of LICENSEE's patients or end users, unless required to do so by law or by the terms of the Business Associate Agreement (as defined in Section 13). Any questions by a patient or any third party regarding information entered into the Software shall be directed to LICENSEE. LICENSEE shall not have any recourse against, and hereby waives any claims against, LICENSOR, its members, officers, employees, consultants, agents and representatives (collectively, the "LICENSOR Parties"), for any loss, damage, claim or cost relating to or resulting from LICENSEE's use or misuse of the Software or the data made available thereby. LICENSEE agrees to indemnify, defend and hold LICENSOR and the LICENSOR Parties harmless from and against all losses, damages, costs and expenses (including without limitation reasonable attorneys' fees and expenses) arising from or related to claims made by LICENSEE's patients or end users of the Software.

6. CommonGround Data

(a) LICENSOR shall maintain backup copies of the data, including PHI, that is entered into the Software by LICENSEE or one of LICENSEE's patients ("CommonGround Data") on a secured server maintained by LICENSOR until the termination of this Agreement (such backed up CommonGround Data shall be referred to herein as the "Backup Data"). In the event LICENSEE needs access to the Backup Data, LICENSEE shall request such access





from LICENSOR in writing. LICENSOR shall respond to such requests in a timely manner. The timing of such restoration shall depend on the volume of the requested Backup Data. LICENSOR reserves the right to charge LICENSEE a reasonable fee for restoration of the Backup Data.

- (b) LICENSOR has the right to access and aggregate the CommonGround Data to perform analysis of the Software, identify and inform LICENSEE regarding the variations in the uses of the Software, determine the effectiveness of the Software, develop improvements for the Software and provide LICENSEE with the Data Stewardship & Software Services.
- (c) LICENSOR may use or disclose De-identified Data to others for purposes of product development, preparing commercially available normative and benchmark data and databases, screening eligibility for clinical trial opportunities, internal and external research and analysis purposes, and for any other lawful purpose; provided, however, that no De-identified Data shall be attributed, either directly or indirectly, to LICENSEE.
- (d) LICENSEE shall comply with all federal and state laws that govern the confidentiality of an individual's health information, including mental health information and substance abuse information. LICENSOR is relying on LICENSEE to comply with such laws and to notify LICENSOR of any such laws that may affect how LICENSOR performs its services under this Agreement.
- (e) LICENSOR shall, during the term of this Agreement, maintain errors and omissions and cyber liability insurance coverage covering damages or losses incurred as a result of theft, alteration, loss or unauthorized access to the CommonGround Data in the possession of LICENSOR or its agents.
- 7. Restrictions
- (a) Except as expressly permitted in Section 2, LICENSEE may not download, copy or otherwise reproduce all or any portion of the Software.
- (b) LICENSEE may not reverse engineer, decompile, recompile or otherwise attempt to discover the source code of all or any portion of the Software.
- (c) LICENSEE may not modify, enhance, translate or create derivative works based on all or any portion of the Software.
- (d) Subject to LICENSEE's limited right to permit Authorized Users to access and use the Software as set forth in Section 2 of this Agreement, LICENSEE may not sell, assign, sublicense, rent, lease, loan, provide, distribute or otherwise transfer or make available all or any portion of the Software to any third party.
- (e) LICENSEE may not use the Software for third-party training, commercial time-sharing or service bureau use, including, without limitation, as an application service provider.
- (f) LICENSEE may not cause or permit any employee, consultant and/or third-party to violate any of the foregoing provisions.



8. Software Updates & Fixes; Service Level Agreement

Provided that LICENSEE is current in its payment of fees, LICENSOR will provide real-time access to all commercially available updates, revisions and enhancements to and/or new releases of the Software (that are not designated by LICENSOR as a "New Product"), provided that LICENSOR shall only be required to provide updates and fixes to the Current Release of the Software. As used herein, "Current Release" shall mean the most current version of the Software and the immediately preceding release of the Software; and "New Product" shall mean a software program that offers materially different features and/or functionalities and for which LICENSOR charges a separate license fee. LICENSOR shall use commercially reasonable efforts to correct any reproducible critical error reported in the Current Release of the Software and to provide LICENSEE with either a fix or work-around within a commercially reasonable period of time. Notwithstanding the foregoing, LICENSOR shall have no obligation to support (i) any altered, damaged or modified Software; (ii) any Software that is not the Current Release; (iii) operational and/or software problems that are due (in whole or in part) to LICENSEE's negligence, hardware malfunction or other causes beyond LICENSOR's control; or (iv) Software installed in and/or used an operating environment or in a hardware environment that differs from the approved operating/hardware environments set forth in applicable LICENSOR guidelines. The Software shall be made available based on the Service Level Agreement attached hereto as Exhibit C and made a part hereof.

9. Confidentiality

"Confidential Information" shall mean any information disclosed by LICENSOR pursuant to this Agreement, whether in oral, written or other tangible or intangible form, that is identified as proprietary or confidential or provided under circumstances that reasonably indicate that the information is proprietary or confidential, and shall include the Software. Confidential Information shall not include information which LICENSEE can demonstrate by contemporaneous written records (1) has become publicly known and made generally available other than through any act or omission on LICENSEE's part; (2) was already or becomes known by LICENSEE without restriction as to use or disclosure, and was not acquired, directly or indirectly, from LICENSOR; (3) was independently developed solely by LICENSEE's employees who have not had access to the Confidential Information; or (4) is approved for release by written authorization of LICENSOR. During the term of this Agreement and thereafter, LICENSEE shall keep all Confidential Information in the strictest confidence and not use or disclose such Confidential Information, except as necessary to exercise LICENSEE's rights or perform LICENSEE's obligations under this Agreement. LICENSEE may disclose Confidential Information only to LICENSEE's directors, managers, officers, employees, consultants and legal advisors who are made aware of these confidentiality obligations and who are required to have this information in order for LICENSEE to carry out LICENSEE's obligations under this Agreement. LICENSEE shall use LICENSEE's best efforts to prevent any unauthorized use or disclosure of the Confidential Information, and shall notify LICENSOR of any actual or suspected unauthorized use or disclosure. LICENSEE acknowledges that because of the unique nature of the Confidential Information, any breach of the restrictions in this section is a material breach of this Agreement which would cause irreparable harm to LICENSOR, and LICENSOR would not have an adequate remedy in money damages if that occurs. Therefore, any breach of this section shall entitle LICENSOR to injunctive relief in addition to all remedies that may be available in law, in equity, or otherwise.



10. Limited Warranty and Disclaimer of Other Warranties

LICENSOR warrants for a period of sixty (60) days after the Launch Date that the Software will operate substantially in accordance with the specifications set forth in the associated documentation. Should the Software not so operate, LICENSEE's exclusive remedy, and LICENSOR's sole obligation under this warranty, shall be, at LICENSOR's sole discretion, to either correct the failure to conform to this warranty, or to replace the Software with another product that performs at least as well as, and has the functionality and features of, the Software, or to refund the fees paid by LICENSEE under this Agreement. THESE REMEDIES ARE AVAILABLE ONLY IF LICENSOR IS PROMPTLY NOTIFIED IN WRITING, WITHIN THE WARRANTY PERIOD, THAT THE SOFTWARE DOES NOT CONFORM. This warranty will not apply if the Software has been: altered or modified, subjected to negligence, computer or electrical malfunction, or used, adjusted, installed or operated other than in accordance with LICENSOR guidelines, or with an application or in an environment other than that intended or recommended by LICENSOR. ANY USE BY LICENSEE OF THE SOFTWARE IS AT LICENSEE'S OWN RISK. THIS LIMITED WARRANTY IS THE ONLY WARRANTY **PROVIDED BY LICENSOR REGARDING THE SOFTWARE. EXCEPT FOR THE** LIMITED WARRANTY ABOVE, THE SOFTWARE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-**INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES** NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL **MEET ANY REQUIREMENTS OR NEEDS LICENSEE MAY HAVE, OR THAT THE** SOFTWARE WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES, CERTAIN WAIVERS **ABOVE MAY NOT APPLY TO LICENSEE.**

11. Limitation of Liability

IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA OR BUSINESS INFORMATION), OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR FOR ANY CLAIM BY LICENSEE OR ANY THIRD PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE. LICENSOR'S AGGREGATE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE ARISING FROM OR



RELATING TO THIS AGREEMENT OR THE SOFTWARE SHALL BE LIMITED TO AND SHALL NOT EXCEED THE AMOUNT RECOVERABLE AND PAID FROM ANY INSURANCE AVAILABLE TO LICENSOR FOR A CLAIM SUBMITTED BY LICENSEE. LICENSEE ACKNOWLEDGES THAT THE AMOUNTS PAYABLE TO LICENSOR UNDER THIS AGREEMENT ARE BASED, IN PART, ON THESE LIMITATIONS.

12. Export Restrictions

LICENSEE agrees to comply fully with all applicable laws, regulations, orders or other restrictions of the United States of America, and with all applicable laws, regulations, orders and other restrictions of other jurisdictions with respect to the export, re-export, importation and use of the Software and any associated media to assure that the Software and media are not exported, imported or used in violation of law. LICENSEE further agrees not to transfer, or authorize the transfer of, the Software or media to a prohibited country or otherwise in violation of any such law, regulation, order or other restriction. In addition, LICENSEE agrees not to export the Software, associated documentation, or information about the Software, without the written consent of LICENSOR.

13. Business Associate Agreement

LICENSOR agrees to enter into and comply with the terms and conditions of a Business Associate Agreement in the form attached hereto as <u>Exhibit B</u> and made a part hereof (the "Business Associate Agreement").

14. Term and Termination

Pat Doegan, PhD, & Associates, LLC

This License Agreement is effective as of the date first written above and shall remain in effect for an initial term ending one (1) year from the Launch Date. At the conclusion of the initial term and any successive term, this License Agreement shall automatically renew for successive one (1) year terms upon timely payment by LICENSEE of the applicable renewal fees for the Data Stewardship & Software Services (including the Software fees), provided, however, that (i) either party may give written notice to the other party no later than thirty (30) days prior to the expiration of a current term that such party does not wish to renew this Agreement; (ii) LICENSEE may terminate this Agreement in accordance with the last sentence of Section 3, if LICENSOR has delivered notice of a fee increase; (iii) either party may terminate this Agreement by giving written notice in the event that the other party fails to comply with any of the terms and conditions of this Agreement and such default has not been cured within thirty (30) days after written notice of the default has been provided to the other party; and (iv) either party may terminate this Agreement by giving written notice if the other party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceedings under federal or state statute, becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or has wound up or liquidated, whether voluntarily or otherwise. Upon termination of this Agreement for any reason, LICENSOR shall have the right to promptly terminate LICENSEE's access to the Software and LICENSEE agrees to discontinue any and all access to and use of the Software and to destroy or return to LICENSOR any materials provided by LICENSOR related to the Software. Nothing in this section shall limit any other remedies that LICENSOR may have against LICENSEE for default under this Agreement, nor relieve



LICENSEE of any of LICENSEE's obligations incurred prior to termination. All provisions relating to fees and payment terms, confidentiality, proprietary rights (including copyright, patent and trade secret rights), and non-disclosure shall survive the termination of this Agreement.

15. General

This Agreement shall be construed, interpreted and governed exclusively by the laws of the Commonwealth of Massachusetts without regard to any conflicts of law provisions that would cause the application of the laws of any other jurisdiction. In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods. The exclusive forum for any disputes arising out of or relating to this Agreement shall be an appropriate federal or state court sitting in the Commonwealth of Massachusetts, USA. This Agreement shall be binding on and inure to the benefit of LICENSEE and LICENSOR, and their respective successors and permitted assigns. LICENSEE may not assign this Agreement, in whole or in part, without the prior written consent of LICENSOR. LICENSOR may assign this Agreement, or any of its rights or obligations hereunder. Any prohibited assignment shall be null and void. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof. Any amendment to, or waiver of any term of, this Agreement, including any Exhibit, shall only be effective if it is in writing and signed by both parties. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted so as to reasonably effect the intention of the parties. Neither party shall be liable for a failure to perform due to causes beyond its reasonable control. The respective rights and remedies of both LICENSEE and LICENSOR are cumulative, and no exercise or enforcement by either of us of any right or remedy under this Agreement shall preclude the exercise or enforcement of any other right or remedy, nor shall any failure to exercise any right under this Agreement, or any failure to insist on full compliance of either party's obligations shall constitute a waiver of any provision of this Agreement. All notices shall be in writing and shall be sent to the address specified in the preamble to this Agreement, or such other address as one party has specified for such purpose in a written notice to the other party, and shall be deemed to have been given upon personal delivery (in the case of overnight mail or courier), or five (5) business days after being sent by first-class mail.

[Signature page follows.]



IN WITNESS WHEREOF the parties have executed this Agreement on the date first set forth above.

	Pat Dee	egan, PhD. & Associates, LLC	LICENSEE:	
K.	By:	Diboral-Anderson (signature)	By:	(signature)
crah.	Name:	Deborah Anderson (print)	Name:	(print)
C	Title:	Managing Partner	Title:	
	Date:	April 9, 2019	_ Date:	



Exhibit A CommonGround Adoption Services

Overview

This exhibit describes the scope of services PDA offers to enable the adoption of CommonGround: Training Services, Data Stewardship & Software Services, and Custom Services.

PDA's Training Services introduce programs to the fundamentals of the CommonGround care delivery method and its assistive technology, the CommonGround software.

Because CommonGround is a program-wide tool, used by all staff and clients, training entails an investment of time and work from everyone involved. Selecting an internal "Champion" (or two) is critical for keeping the adoption process on track. PDA staff work closely with the Champion(s) to support planning for and moving through the adoption process. CommonGround training is typically completed within 4-6 months from the first onsite meeting (i.e. Orientation and Planning Session below).

The outline below lays out the major components of the adoption process, but the specific details and a timeline for adoption are decided on during an Orientation and Planning Session. As the adoption process proceeds, PDA activates a program-specific secure database and staff can begin creating logins for CommonGround users. Once the training milestones have been met, the program is ready to "Launch" the use of CommonGround with clients.

Following Launch, PDA provides ongoing Data Stewardship & Software Services. PDA offers monthly national webinars to support program staff in sustaining CommonGround use and staying current on enhancements made to the CommonGround software.

Some partners also opt to engage PDA to provide Custom Services to work on evaluation and research, product innovation or to improve critical program metrics.

Training Services

The training process described below should take no more than six (6) months to complete after the execution of this Exhibit A.

- Onboarding Conducted via webinar, 60 minutes
- Orientation and Planning Session Conducted via webinar, up to 180 minutes



- Pat Deegan's Recovery Approach Training Conducted via 3 webinars, 60 minutes each
- CommonGround Software Training Conducted on-site over 1 (or more) consecutive days
- Fidelity Consultation Conducted on-site at least 3 months after Launch over 1 day

Data Stewardship & Software Services

CommonGround is a web-based application. There is no need to download software, and new features and functionalities are rolled out continuously. The application can be used on mobile tablets. It is also HIPAA-compliant. We store the program's protected health information and keep it secure.

Our staff also offers ongoing coaching and support through monthly office hours. Office hours ensure that program staff stay at the cutting edge of the CommonGround Program and are proficient in new software features and functionalities as they are rolled out.

Users can also request support using the feedback button within the CommonGround software to get additional one-on-one support, request help or access resources.

- Data Stewardship
 Ongoing
- Monthly Office Hours Coaching offered monthly, 30 minutes
- Software Support Via feedback button

Schedule of Fees

The upper limit of payment for this initial contract period of May 1, 2019 through June 30, 2020 shall not exceed <u>twenty-four thousand five hundred dollars (</u>\$24,500).

Training Services

• Training Fee

Fee covers all planning, training and launch activities per program. Travel for on-site meetings is charged separately. The fee is 12,500. (One-time lump sum payment; due upon execution of the contract.)



Travel *Payment due upon receipt of invoice* The program is responsible for reimbursement of all reasonable PDA travel and other related services delivery costs. Typical travel expenses include airfare, hotel, ground transportation, and meals at market prices.

Data Stewardship & Software Services

 Software Fee Monthly payment; net 30.

noniny paymon, noi 50.

Number of Users	Maximum Monthly Fee
1 to 100	\$250.00
101 to 500	\$1,000
501 to 1,000	\$1,750

The Software fee covers access to the CommonGround software application with realtime updates made to the base software code, including new features and upgrades in functionality. After launch, PDA generates monthly invoices for usage based on volume, per active user. An active user is defined as any staff or client who is active in the health record database. If you anticipate having more than 2,000 active users at any one time, please contact us for pricing.

Data Stewardship & Software Support

Due in full before or on the Launch date and then each anniversary thereafter.

The fee per program is \$2,500 per year. The fee covers the ongoing support the program receives from PDA to stay at the cutting edge of the CommonGround care delivery method and our assistive technology, and for the ongoing management of a secure database for protected health information.

Pal Deegan, PhD & Associates, LLC



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2	The for	regoing Exhibit A is acknowledged a	nd agreed:	
E	Pat Dee	egan, PhD. & Associates, LLC	LICENSEE:	
200	By:	Deborah Anderson	By:	
K. S		(signature)		(signature)
43	Name:	Deborah Anderson	Name:	(mater)
NOA)	Title:	Managing Partner	Title:	(print)
2	Date:	April 9, 2019	Date:	

Pal Deegan, PhD_& Associates, LLC



Exhibit A-1 CommonGround Adoption by Program

This Exhibit A-1 is entered into this <u>10</u> day of <u>April</u>, 2019 by and between **Pat Deegan**, **PhD. & Associates**, **LLC** ("LICENSOR"), a Massachusetts limited liability company with an address at P.O. Box 208, Byfield, MA 01922, and

with an address at

_("LICENSEE"), to

adopt CommonGround at:

1. Program Name: Inyo County Health and Human Services Behavioral Health

2. Program Physical Address: 162 J. Grove St. Bishop, CA 93514

CommonGround Adoption by Additional Programs

LICENSEE will inform LICENSOR if any program to be added to this Agreement beyond the original program named in Exhibit A-1 involves an additional Covered Entity. Where an additional Covered Entity is involved, LICENSOR must enter into a separate Business Associate Agreement with said Covered Entity. Otherwise, LICENSEE hereby agrees that the additional program does not involve an additional Covered Entity. Therefore, the Terms described in Exhibit A apply to this adoption, except for the additions or modifications, if any, described in this Exhibit A-1.

The foregoing Exhibit A-1 is acknowledged and agreed:

Pat Deegan, PhD. & Associates, LLC			LICENSEE:	
and a	By:	Debarah-Anderson	By:	
20	`	(signature)	(signature)	
20	Name:	Deborah Anderson	Name:	
BX			(print)	
8	Title:	Managing Partner	Title:	
5. 2.	Date:	April 9, 2019	Date:	





Program Information

1. Principal Point of Contact (i.e., CEO, Executive Director):

Name:	Gail Zwier, Ph.D
Title:	Deputy HHS Director of Behavioral Health
Tel. #:	<u>(760) 872-2590</u>
e-mail:	gzwier@inyocounty.us

2. Emergency Contact (e.g. Decision Support Coordinator, Privacy Officer):

Name:	Meaghan McCammam
Title:	HHS Assistant Director/privacy
Tel. #:	<u>(760) 873-3305</u>
e-mail:	mmccammam@inyocounty.us

Name:	-	
Title:		
Tel. #:		
e-mail:		

3. Billing Contact(s):

Name:	Melissa Best-Baker
Title:	HHS Senior Management Analyst
Tel. #:	<u>(760) 878-0242</u>
e-mail:	mbestbaker@inyocounty.us



Exhibit B Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (the "Business Associate Agreement") is made and entered into as of __________, 2019 (the "Effective Date"), by and between Pat Deegan, PhD. & Associates, LLC, having an office at 17 Forest Street, Byfield, MA 01922 ("Business Associate"), and Inyo County Health and Human Services Behavioral Health, having an office at 162 J. Grove St, Bishop, CA 93514 (the "Covered Entity").

Recitals

WHEREAS, the Business Associate and the Covered Entity have entered into that certain Services and License Agreement dated ______ (the "Agreement") under which the Business Associate performs or assists the Covered Entity with a function or activity involving the use or disclosure of Individually Identifiable Health Information;

WHEREAS, the Covered Entity and the Business Associate desire to comply with the requirements of regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which privacy regulations are codified at 45 C.F.R. Part 160 and Part 164 (Subparts A & E), which security regulations are codified at 45 C.F.R. Part 160 and Part 164 (Subparts A & C), and which breach notification regulations are codified at 45 C.F.R. Part 160 and Part 164 (Subpart D), as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954 ("HITECH Act"), and as such regulations may be further amended from time to time (collectively referred to herein as the "HIPAA Standards"; a capitalized term used in this Business Associate Agreement and not otherwise defined herein is used with the meaning provided for such term in the HIPAA Standards);

WHEREAS, the Covered Entity and the Business Associate acknowledge and agree that capitalized terms used, but not otherwise defined, herein are as defined in the HIPAA Standards;

WHEREAS, the HIPAA Standards require that the Covered Entity obtain satisfactory assurances that the Business Associate will appropriately safeguard the Individually Identifiable Health Information used or disclosed by the Business Associate in the course of performing services pursuant to the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:



- 1. Obligations and Activities of Business Associate
- (a) As used in this Business Associate Agreement, "Protected Health Information" has the meaning provided in 45 C.F.R. § 160.103. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law (as that term is defined in 45 C.F.R. § 164.103).
- (b) Business Associate shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information not provided for by this Business Associate Agreement.
- (c) Business Associate shall promptly report to Covered Entity any use or disclosure of Protected Health Information or an Individual's information not provided for by this Business Associate Agreement, including without limitation any Breach of Unsecured Protected Health Information and any Security Incident involving the Protected Health Information or an Individual's information of which the Business Associate becomes aware. Business Associate shall take any action necessary or requested by the Covered Entity to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Security Incident or use or disclosure of Protected Health Information or an Individual's information by Business Associate in violation of the requirements of this Business Associate Agreement. In the event of a Breach of Unsecured Protected Health Information, Business Associate's notice to Covered Entity of such Breach shall include, to the extent possible, the identification of each individual whose Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- (d) Business Associate shall ensure that any agent of the Business Associate, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity agrees in writing to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information.
- (e) If the Business Associate maintains Protected Health Information in a Designated Record Set, the Business Associate shall:
 - i. provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524; and
 - ii. make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- (f) Business Associate shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by



Business Associate on behalf of, Covered Entity available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with the HIPAA Standards.

- (g) Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- (h) Business Associate shall provide to Covered Entity, in a time and manner designated by Covered Entity, Protected Health Information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate and Covered Entity acknowledge and agree that Covered Entity shall be responsible for providing, in response to a request from an Individual, an accounting of disclosures of Protected Health Information that are made by Business Associate acting on behalf of Covered Entity. In the event that Business Associate should receive a request from an Individual for an accounting of disclosures, Business Associate shall instruct the Individual to contact Covered Entity directly.
- (i) Business Associate shall implement and maintain safeguards as necessary to ensure that all Protected Health Information is used or disclosed only as authorized under the HIPAA Standards and this Business Associate Agreement. Business Associate agrees to assess potential risks and vulnerabilities to Protected Health Information in its possession and develop, implement and maintain the administrative, physical and technical safeguards required by the HIPAA Standards that protect the confidentiality, availability and integrity of the Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity. These measures must be documented and kept current, and must include, at a minimum, those measures that fulfill the requirements outlined in the HIPAA Standards. Business Associate also agrees to implement policies and procedures that address Business Associate's compliance with applicable HIPAA Standards and its efforts to detect, prevent and mitigate the risks of identity theft resulting from the improper use and/or disclosure of an Individual's information.
- (j) In the event that Business Associate has knowledge of Covered Entity's breach of the HIPAA Standards, Business Associate agrees to notify Covered Entity and take reasonable steps to cure such breach, which may include terminating this Business Associate Agreement and the Agreement as set forth in Section 4.b(2) or notifying the Secretary of such breach.
- (k) Business Associate acknowledges that if it violates any of the requirements provided under this Business Associate Agreement, Business Associate will be subject to the same civil and criminal penalties that a Covered Entity would be subject to if such Covered Entity violated the same requirements.



2. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity.
- (b) Except as otherwise limited in this Business Associate Agreement, Business Associate may disclose 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 that disclosures are Required by Law, or Business Associate obtains written assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Except as otherwise permitted by the HIPAA Standards, when using or disclosing Protected Health Information or requesting or responding to a request for Protected Health Information, Business Associate shall make reasonable efforts to limit such Protected Health Information to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request, in accordance with 45 C.F.R. §§ 164.502(b) and 164.514(d).
- (d) Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information as prohibited by 45 C.F.R. § 164.502(a)(5)(ii).
- (e) Except as otherwise permitted by the HIPAA Standards, Business Associate agrees that it will not use or disclose Protected Health Information in connection with any fundraising except to the extent Covered Entity has complied with 45 C.F.R. § 164.514(f) or in connection with any marketing communication except to the extent Covered Entity has complied with 45 C.F.R. § 164.508(a)(3).
- (f) If an Individual requests that Business Associate restrict the disclosure of the Individual's Protected Health Information to carry out treatment, payment, or health care operations, Business Associate agrees that it will comply with the requested restriction if, except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment), and the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.
- (g) Except as otherwise limited in this Business Associate Agreement, Business Associate may use and disclose Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).



(h) Business Associate may de-identify any and all Protected Health Information obtained by Business Associate from Covered Entity in accordance with the HIPAA Standards and use and disclose such de-identified data as permitted by law.

3. Obligations of Covered Entity

- (a) Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such Notice and the Business Associate shall comply with such Notice of Privacy Practices.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.
- (d) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Standards if done by Covered Entity.

4. Term and Termination

- (a) The Term of this Business Associate Agreement shall be effective as of the Effective Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause
 - i. Upon Covered Entity's knowledge of a material breach of this Business Associate Agreement by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation, and Covered Entity shall terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate the Agreement if Business Associate has breached a material term of this Business Associate Agreement and cure is not possible, as determined by the Covered Entity in its reasonable discretion.
 - ii. Upon Business Associate's knowledge of a material breach or violation of the HIPAA Standards by Covered Entity, Business Associate may terminate the Business Associate Agreement if Business Associate determines that it has taken reasonable steps to cure such breach or end such violation and such steps are unsuccessful.



- (c) Effect of Termination
 - i. Except as provided in clause (2) of this subsection (c), upon termination of the Agreement or this Business Associate Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
 - iii. The parties hereto understand and agree that the terms of this Business Associate Agreement are reasonable and necessary to protect the interests of the Covered Entity and the Business Associate. The parties further agree that the Covered Entity would suffer irreparable harm if the Business Associate breached this Business Associate Agreement. Thus, in addition to any other rights or remedies, all of which shall be deemed cumulative, the Covered Entity shall be entitled to obtain injunctive relief to enforce the terms of this Business Associate Agreement.

5. Miscellaneous

- (a) Survival. The respective rights and obligations of Business Associate under Section 4(c) of this Business Associate Agreement shall survive the termination of this Business Associate Agreement.
- (b) Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Standards.
- (c) No Private Cause of Action. This Business Associate Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Business Associate Agreement, as a result of any claim arising out of the breach of this Business Associate Agreement, the HIPAA Standards or other state or federal law or regulation relating to privacy or confidentiality.
- (d) Amendment. In the event that any law or regulation is enacted or promulgated regarding the protection of health information that is in any way inconsistent with the terms of this



Business Associate Agreement or that interferes with either party's obligations with respect to the protection of health information so as to warrant a modification to this Business Associate Agreement or in the event any portion of the HIPAA Standards is amended or modified, either party shall have the right to amend this Business Associate Agreement so as to bring it into compliance with any such change by providing written notice thereof to the other party but without having to obtain the other party's consent thereto. Except as set forth above in this Section 5(d), this Business Associate Agreement shall only be amended or modified upon written consent of the parties.

- (e) Application of State Law. Where any applicable provision of State law relates to the privacy of health information and is not preempted by HIPAA, as determined by application of the HIPAA Standards, the parties shall comply with the applicable provisions of State law.
- (f) Severability. If any provision of this Business Associate Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Business Associate Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein, and such invalid, unenforceable or illegal provision shall be valid, enforceable and legal to the maximum extent permitted by law.
- (g) Governing Law. This Business Associate Agreement shall be interpreted, construed and governed exclusively according to the laws of the Commonwealth of Massachusetts, without regard to any conflicts of law principles that would cause the application of the law of any other jurisdiction. The parties agree that venue for any and all disputes arising from this Business Associate Agreement shall lie exclusively in the federal and state courts located in the Commonwealth of Massachusetts.
- (h) Notices. Any notice or other communication given pursuant to this Business Associate Agreement must be in writing and (i) delivered personally, (ii) delivered by overnight express, or (iii) sent by registered or certified mail, postage prepaid, to the address set forth above and shall be considered given upon delivery.

[Signature page follows.]

Pal Deegan, PhB & Associates, LUC



IN WITNESS WHEREOF the parties have executed this Business Associate Agreement on the date first set forth above.

37	Pat Dec	egan, PhD. & Associates, LLC	Covered	Entity:
Ra	By:	Dibarah Anderson (signature)	By:	(signature)
Color His	Name:	Deborah Anderson (print)	Name:	(print)
	Title:	<u>Managing Partner</u>	Title:	
	Date:	April 9, 2019	Date:	

Pal Deegan, PhD & Associates, U C



Walt: www.petdungon.com Emol: pet@puddeenau.com Adoress 17:0: Box 208 ByteH: Mrc10922.05A

Exhibit C Service Level Agreement

During the term of the contract, LICENSOR will use commercially reasonable efforts to make the CommonGround software application (as used in this Exhibit C, "CommonGround") available twenty-four (24) hours a day, seven (7) days a week, at least ninety-nine point five percent (99.5%) of the time as measured on a monthly basis, excluding Excused Downtime ("Availability Guarantee").

1. Excused Downtime

"Excused Downtime" means down time to perform Scheduled Maintenance, down time to perform maintenance or support services with respect to any applicable software or hardware or other separate written agreement between the parties and downtime caused by circumstances beyond LICENSOR's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving LICENSOR employees, agents or contractors), computer or telecommunications failures or delays involving hardware or software not within LICENSOR's possession or control, and network intrusions or denial of service attacks (other than those involving LICENSOR employees, agents or contractors).

2. Service Interruptions

"Service Interruptions" means an inability to access CommonGround for more than two (2) minutes, or any other problem relating to LICENSEE's end users' inability to access CommonGround to the extent caused by the performance of CommonGround, provided such inaccessibility is not a result of any actions or inactions of LICENSEE, its end users or any third parties other than LICENSOR's data center provider (if any). "Service interruptions" shall not include Scheduled Maintenance.

3. Scheduled Maintenance

"Scheduled Maintenance" means any scheduled outages or down-time for maintenance, upgrades, and enhancements to the application. LICENSOR will implement all updates, revisions and enhancements to the current version of CommonGround promptly upon availability, and in a manner that minimizes service disruption during regular business hours (8:00 AM to 8:00 PM EST) on business days (Monday through Friday).



4. Notification

LICENSOR will provide a generic notification to service users when CommonGround is unavailable because of maintenance. All emergency outages will be communicated to the LICENSEE.

5. Service Interruption Management

LICENSOR is responsible for managing Service Interruptions that are within LICENSOR's control, that are discovered either by LICENSEE, LICENSEE's end users or by LICENSOR. Either party, upon discovering a service interruption, will notify the other.

- i. LICENSEE shall send notice to LICENSOR at emergency-escalation@recoverylibrary.pagerduty.com.
- ii. LICENSEE shall receive notices from LICENSOR by going to http://status.patdeegan.com/ and subscribing to updates.

The inbox generates alerts to the technical team and has a built-in escalation protocol. Once LICENSOR becomes aware of a Service Interruption, LICENSOR will use commercially reasonable efforts to resolve the Service Interruption within the target turnaround time indicated for its priority level (as outlined in the table below) and to provide reasonable periodic status reports regarding Service Interruption resolution. On the first of every month, and at any other time as reasonably requested by LICENSEE, LICENSOR will, at its expense, deliver reports identifying the Services Interruptions that occurred in the previous month, detailing the corresponding Response Times and Resolution/Workaround measures taken. Such report will also document LICENSOR's failure to meeting any additional service level agreements set forth in the Services and License Agreement, if applicable.

6. Service Level Remedies

In the event Service Interruptions occur so that LICENSOR is unable to provide the availability percentages noted below in any given calendar month, LICENSEE shall receive a cash rebate equal to the corresponding percentage noted below (each, a "Service Credit") to be paid within thirty (30) days. The parties may mutually agree to apply such accrued Service Credits to a future purchase or amount owing, however, LICENSEE is under no obligation to do so. These Service Credits represent negotiated amounts on the basis of reduced performance of service levels and shall not be deemed or construed as a measure of damages. Any Service Credits shall be made without limitation of any of LICENSEE's other rights and remedies pursuant to the Services and License Agreement.

7. Availability Percentage Measurement

LICENSOR will have failed to meet the foregoing Availability Guarantee only if CommonGround fails to achieve the 99.5% availability described above (less Excused Downtime), as measured over the period of a given calendar month, in accordance with the following formula:

$$a = [(b - c) - d] \times 100$$



b – c

"a" = the actual percentage of CommonGround availability in such month;

"b" = the total number of hours in such month;

"c" = the total number of hours of Excused Downtime in such month; and

"d" = the total number of hours that CommonGround is not available in such month, less any Excused Downtime.

Availability Percentage	Service Credit
Over 95% but below 99.5%	20% of monthly fee
Over 90% but below or equal to 95.0%	30% of monthly fee
90.0% or below	50% of monthly fee

8. End-User Support

LICENSOR shall make available support services to respond to end users' inquiries regarding CommonGround or any part thereof ("Support Services"). Support Services shall be available through the HelpScout service available via CommonGround, at a minimum, between the hours of 8:00 a.m. and 5:00 p.m., ET, Monday through Friday (excluding holidays recognized by LICENSOR).

9. Service Interruption Priority

LICENSOR will use priority categories to provide a consistent classification of Service Interruptions, which allows for better communication with LICENSEE regarding the nature of the service interruption. LICENSEE and LICENSOR will cooperate reasonably to assign an appropriate priority level for each Service Interruption.

Priority	Description	Response Time	Resolution/ Workaround
Urgent	Highest priority. Used for Service Interruptions, within LICENSOR's control, where the end user is unable to access or use CommonGround or when significant and substantial adverse operational impact occurs preventing any useful work from being done.	2 hour or less	One (1) business day
High	Used for Service Interruptions, within	3 hours or less	Two (2)



	LICENSOR's control, where the end user's use of CommonGround is severely impaired or degraded preventing major functions from being performed.		business days
Medium	Used for Service Interruptions, within LICENSOR's control, where the end user's use of an important (but not critical or essential) function of CommonGround is disabled or impaired.	4 hours or less	Three (3) business days
Low	Used for all other Service Interruptions, within LICENSOR's control. Indicates that the Service Interruption causes minor adverse impact to end user's use of CommonGround.	24 hours or less	As Mutually agreed to by the parties

Response Time

"Response Time" means the time from which LICENSEE places the call or email until LICENSOR calls back.

Resolution/Workaround Time

Resolution/Workaround Time means the time from which LICENSEE reports the problem until LICENSOR diagnoses the issue and provides a workaround.

Guarantee of Response to Critical Issues

LICENSOR agrees that in the event LICENSEE calls to identify a critical issue, that LICENSOR shall put forth its best efforts to resolve the critical issue with minimum impact on LICENSEE's business. In addition, LICENSOR will immediately escalate each of LICENSEE's critical issues to LICENSOR's executive management, who shall provide twice daily updates to LICENSEE's senior IT executive until the issue is resolved. In the event that a critical issue is not resolved within 24 hours, LICENSOR agrees that a senior member of its team shall update LICENSEE's Chief Executive Officer daily until the problem is resolved.

10. Service Interruption and SLA Non-Compliance

If, in any given month during the term of the Services and License Agreement, LICENSOR is Noncompliant on one (1) occasion in connection with a reported problem of Priority Urgent, or two (2) occasions in connection with a reported problem of Priority High, or three (3) or more occasions in connection with a reported problem of Priority Medium or Priority Low, then LICENSOR, after receiving notification of non-compliance by LICENSEE, will immediately refund to LICENSEE in the form of a check, an amount equal to fifty percent (50%) of LICENSEE's monthly fee to be paid within 45 days. If, in any given month during the term of the Services and License Agreement, LICENSOR is Noncompliant in connection with at least



one (1) reported problem of Priority Urgent and two (2) or more reported problems of any combination of Priority High, Medium or Low, then LICENSOR, after receiving notification of non-compliance by LICENSEE, will immediately refund to LICENSEE in the form of a check an amount equal to one hundred percent (100%) of LICENSEE's monthly fee to be paid within 45 days. The parties may mutually agree to apply such amount to a future purchase or amount owing, however, LICENSEE is under no obligation to do so. If, in any given month during the term of the Services and License Agreement, LICENSOR is Noncompliant on more than one (1) occasion in connection with reported problems of any severity, then the parties shall work in good faith in order to mutually agree on an action plan to attempt to reduce and eliminate recurring reported problems. LICENSOR's participation in the preparation and execution of such plan shall not by itself result in any additional fee obligations.

"Noncompliant" or "Noncompliance" as such term is used herein, shall mean the occurrence of any one or more of the following: (i) LICENSOR's response time with respect to a reported problem exceeds the response time listed in the above table; or (ii) LICENSOR fails to assign the appropriate support personnel to address the reported problem and/or fails to provide LICENSEE with an action plan detailing the process by which LICENSOR will approach resolution of the reported problem; (iii) LICENSOR fails to resolve the reported problem to LICENSEE's reasonable satisfaction within the agreed upon time period; or (iv) failure to meet any service level agreement requirement(s) set forth in the Services and License Agreement; provided, however, that if the parties mutually agree in writing that resolution will require more time, LICENSOR and LICENSEE will mutually agree in writing to a greater period of time for resolution and LICENSOR will thereafter be subject to such later deadline for purposes of determining Noncompliance.

Specifications 2 Insurance Requirements for Professional Services

Consultant 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 Consultant, 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 for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance 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.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. The Entity, 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 consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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 **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant'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 the Entity**.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

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.
- If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Dat*e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

OF OF		For Clerk's Use Only: AGENDA NUMBER
	AGENDA REQUEST FORM BOARD OF SUPERVISORS COUNTY OF INYO	39
CALIFORTIA	■Consent □ Departmental □ Correspondence Action □ Public Hearing □ Scheduled Time for □ Closed Session □ Information	pnal

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Request the Board approve payments to Southern Computer Warehouse and approve a blanket purchase order in the amount of \$8,000.00.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve purchases during FY 18/19 from Southern Computer Warehouse in the amount of \$12,241.64; this includes a blanket purchase order in the amount of \$8,000 for the remainder of the fiscal year.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

County Purchasing Policy indicates that any department wide purchases from one vendor for over \$10,000 must be approved by the Board. HHS has 23 individual budgets that it oversees. We will be purchasing over \$10,000 in scanners, mobile dictation equipment and other technological equipment. We are respectfully requesting those prior purchases in the amount of \$4,241.64 be approved and authorize a blanket purchase order in the amount of \$8,000, which will bring the total costs to \$12,241.62, in order to recognize an additional \$8,000 for purchases through Southern Computer Warehouse.

In our Employment and Eligibility program, they are required to scan documentation into their electronic system. They currently have 7 scanners; one scanner has stopped working and another is functioning intermittently. Upon research to replace the two scanners, we were informed that the data system requires all scanners to be the same model and the model currently used is no longer produced. This has resulted in the need to replace all seven scanners in order to ensure functionality. We are requesting authorization to purchase and replace all of these scanners as we work with the State to identify a longer term solution to address the interdependency of scanners. The blanket purchase order for \$8,000 will be used for the current invoice of \$6,610.85 for the scanner and a cushion to cover any unanticipated expenses that occur prior to the end of the fiscal year.

ALTERNATIVES:

The Board could decide not to approve this request which would result in being unable to purchase updated equipment which would limit the tools needed by the Employment and Eligibility program.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

State and Federal dollars and Realignment. These expenses are budgeted in various HHS budgets in the Office & Other Equipment object code (5232). No County General Funds.

APPROVALS AUDITOR/CONTROLLER: ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) _____ Date: 4/19/2019 Approved. DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received) _ Date:



Sold to:	Ship to:
Accounts Payable	REF PO
Inyo County CA	Inyo County CA
PO BOX 477	1689 N Edwards St
Independence, California, 93526	Independence, California, 93526
T: 760-878-0314	T: 760-878-0314
lsargent@inyocounty.us	lsargent@inyocounty.us
Payment Method	Shipping Method:Free Shipping - Free
No Payment Information Required	Free Shipping - Free
	(Total Shipping Charges \$0.00)

# Products	SKU	Price	Qty	Subtotal	
1 Fujitsu fi-7160 Professional Workgroup Document Scanner	FUJ-PA03670-B065	\$876.48	7	\$6,135.36	
(Trade Compliant) - 600 dpi - 60 ppm - Duplex Scanning - USB					
PA03670-B065					

\$6,135.36	Subtotal:
475.49	Tax:
\$6,610.85	Grand Total (Incl. Tax):

Thank you for your quote. We value your business and will continue to provide you excellent service

in addition to our comprehensive product line. All returns must be authorized and clearly marked

with a valid RMA number. Returns are subject to restock fees when applicable.

Quotes are valid for 30-days unless otherwise noted.

Thank you very much for giving me the opportunity to work with you on this. Due to the volatile trade conditions between the US and China, prices are fluctuating daily as tariffs are imposed. Bennie Gaddis bennie.gaddis@scw.com (770) 579 - 8927 x 213

DF OF		FAGEND'S NOMBER
	AGENDA REQUEST FORM BOARD OF SUPERVISORS COUNTY OF INYO	40
GUFORNIA	Consent Departmental Correspondence Action Public Hearing Scheduled Time for Closed Session Informational	

FROM: HEALTH & HUMAN SERVICES – Public Health & Prevention

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: 2018-19 Children's Medical Services Plan

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify and approve the Fiscal Year 2018-19 Children's Medical Services (CMS) Plan and Budgets and authorize the Chairperson to sign the Certification Statements.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

HHS is requesting ratification of the CMS Plan for FY 18-19 because the Department of Health Care Services traditionally releases budget information for CMS programs well after the fiscal year begins. This year additional delays occurred due to staff within the division covering vacancies and working to meet multiple simultaneous mid-year reporting requirements as well as other business needs for multiple programs.

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

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

CCS Administration - 045501: 51% Federal funding, 39% State funding, 10% Social Services Realignment; Child Health & Disability Prevention (CHDP) and Health Care Program for Children in Foster Care (Foster Care) - 045102: 100% State and Federal funding. Funding is brought into these budgets as revenue. No County General Funds are used in these budgets.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)
·······	Approved: 42 Date: 42/19
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)
	Approved:
DEPARTMENT HEAD SI (Not to be signed until all approval	

Plan and Budget Required Documents Checklist

MODIFIED FY 2013-2014

County/City:		/City: INYO	Fiscal Year: 2018-19
		Document	Page Number
1.	Checklist		1-2
2.	Ager	ncy Information Sheet	3
3.	Certi	fication Statements	
	A. C	ertification Statement (CHDP) – Original and one photocopy	4
	B. C	ertification Statement (CCS) – Original and one photocopy	5
4.	Agen	ncy Description	
	Α.	Brief Narrative	6-7
	В.	Organizational Charts for CCS, CHDP, and HCPCFC	Retain locally
	C.	CCS Staffing Standards Profile	Retain locally
	D.	Incumbent Lists for CCS, CHDP, and HCPCFC	8-10
	E.	Civil Service Classification Statements – Include if newly established, proposed, or revised	N/A
	F.	Duty Statements – Include if newly established, proposed, or revised	N/A
5.		ementation of Performance Measures – Performance Measures for F ^v -2015 are due November 30, 2013.	Y
6.	Data	Forms	
		CHDP Program Referral Data	11-12
7.	Mem	oranda of Understanding and Interagency Agreements List	
	Α.	MOU/IAA List	13
	Β.	New, Renewed, or Revised MOU or IAA	N/A
	С.	CHDP IAA with DSS biennially	Retain locally
	D.	Interdepartmental MOU for HCPCFC biennially	Retain locally
8.	Budg	jets	
	Α.	CHDP Administrative Budget (No County/City Match)	
		1. Budget Summary	14

1

Co	County/City:		INYO	Fiscal Year: 2018-19
			Document	Page Number
		2.	Budget Worksheet	15
		3.	Budget Justification Narrative	16
	В.	CHDP	Administrative Budget (County/City Match) - Optional	
		1.	Budget Worksheet	N/A
		2.	Budget Justification Narrative	N/A
		3.	Budget Justification Narrative	N/A
	C .	CHDP	Foster Care Administrative Budget (County/City Match) - Option	al
		1.	Budget Summary	N/A
		2.	Budget Worksheet	N/A
		3.	Budget Justification Narrative	N/A
	D.	НСРС	FC Administrative Budget	
		1.	Budget Summary	17
		2 .	Budget Worksheet	18
		3.	Budget Justification Narrative	19
	E.	ccs A	Administrative Budget	
		1.	Budget Summary	20
		2.	Budget Worksheet	21-22
		3.	Budget Justification Narrative	23
		a.		
	G	Other	Forms	
		1.	County/City Capital Expenses Justification Form	N/A
		2.	County/City Other Expenses Justification Form	
-				N/A
9.			gement of Equipment Purchased with State Funds	
		1,	Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	n N/A
		2.	Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	N/A
		3,	Property Survey Report Form (STD 152)	N/A

Agency Information Sheet

County/City	: INYO		Fiscal Year: 2018-19				
		Official Agen	су				
Name:	Inyo County Health & Human Services	Address:	PO Drawer H Independence, CA 93526				
Health Office	ar James Richardson, MD	-					
	CMS	Director (if ap	plicable)				
Name:	Anna Scott	Address:	207A West South Street				
Phone:	760-873-7868	-	Bishop, CA 93514				
Fax:	760-873-7800	E-Mail:	ascott@inyocounty.us				
	C	CS Administ	rator				
Name:	Marissa Whitney	Address:	207A West South Street				
Phone:	760-873-7868	→) 	Bishop, CA 93514				
Fax:	780-873-7800	E-Mail:	mhobbs@inyocounty.us				
		CHDP Direct	or				
Name:	James Richardson, MD	Address:	207A West South Street				
Phone:	760-873-7868	-)	Bishop, CA 93514				
Fax:	760-873-7800	E-Mail:	healthofficer@inyocounty.us				
	СН	DP Deputy Di	rector				
Name:	Marissa Whitney	Address:	207A West South Street				
Phone:	760-873-7868	-	Bishop, CA 93514				
Fax:	760-873-7800	E-Mail:	mhobbs@inyocounty.us				
	Clerk of the Boar	rd of Supervis	sors or City Council				
Name:	Clint Quilter	Address:	PO Drawer N				
Phone:	760-878-0292	=	Independence, CA 93526				
Fax:	760-878-2241	E-Mail:	cquilter@inyocounty.us				
	Director o	of Social Serv	ices Agency				
Name:	Marilyn Mann		· · · · · · · · · · · · · · · · · · ·				
Phone:	760-873-3305	_					
Fax:	760-878-0266	E-Mail:	mmann@inyocounty.us				
	Chi	ef Probation	Officer				
Name:	Jeff Thomson	-					
Phone:	760-873-4121	-					
Fax:	760-878-0436	E-Mail:	jthomson@inyocounty.us				

State of California - Health and Human Services Agency

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

County/City: INYO

Fiscal Year: 2018-19

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

hardson MD Signature of CHDP Director

Jours Wihardson MT

Signature of Director or Health Officer

4-17-19 **Date Signed**

7-19 **Date Signed**

Signature and Title of Other – Optional

Date Signed

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

Certification Statement - California Children's Services (CCS)

CountralCiture		Einen Mann	0040 40
County/City:	INTO	Fiscal Year:	2018-19

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

litar 4/17/19 Date Signed Signature of CCS Administrator

andsonMD

Signature of Director or Health Officer

Date Signed

Signature and Title of Other - Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

County of Inyo Children's Medical Services 2018-19

Program Narrative

Agency Description

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

The Health Care Program for Children in Foster Care (HCPCFC) is managed and supervised jointly with Public Health being the lead and Behavioral Health and Child Welfare Services, divisions of Health and Human Services, having secondary oversight. The Foster Care Nurse is licensed as a PHN and works primarily in the Behavioral Health and Child Welfare office and coordinates medical and dental case management for children in foster care. A workstation is available at the CPS office for the Foster Care Nurse to work at weekly, or as often as needed.

The Inyo County Health Officer is the CHDP Director. The HHS Deputy Director-Public Health acts as the CMS Director. A Registered Nurse is assigned as the CCS Administrator and CHDP Deputy Director, who is responsible for resource and provider development in CHDP, and program coordination between CCS and HCPCFC; the focus being to assist the medical community in the delivery of program services through ongoing updates and trainings. The CCS/CHDP RN coordinates with multiple child service agencies to assure appropriate utilization of the CHDP Program and follow through is achieved for provider and school referrals. The CCS/CHDP RN works in coordination with the Prevention Specialists, Registered Dietitian, and the Foster Care Nurse.

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

CCS case management is performed by the CCS/CHDP RN. The HHS Specialist in CCS functions half-time in CCS and provides general assistance to other Public Health program functions. All of the CCS case

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

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

The Prevention Specialists, assigned to provide dental case management and obesity prevention activities, regularly contact local CHDP providers in order to obtain referrals for expedited case management for children in the CHDP Gateway program. Follow up of routine dental screening for children within the CHDP program is coordinated with the CCS/CHDP RN. Dental education with a focus on good oral health is provided to school age children in collaboration with the UCLA School of Dentistry volunteers and local schools through the "Miles of Smiles" program, in conjunction with MCAH program goals. During the school screenings, many referrals for dental case management are received with follow-up needed to enroll children into the CHDP Gateway program. The Prevention Specialist assigned to dental case management is involved in health/dental benefits eligibility review, dental appointment scheduling and providing transportation for parents and children in order to obtain dental care. This position is a full-time position, with time spread between Dental Case Management and providing nutritional education as a WIC Nutrition Assistant and nutrition educator under MCAH. Th Prevention Specialist assigned to obesity prevention is a part-time position with time also spread ti Substance Use Disorders Prevention as the mentor program coordinator. Within this role, the Prevention Specialist coordinates outdoor activities and other services to help low-income children and their families develop healthy habits.

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

Incumbent List - California Children's Services

For FY 2018-19 complete the table below for all personnel listed in the CCS budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

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

County/City:	Inyo		Fiscal Year: 2018-19			
Job Title	Incumbent Name	FTE % on CCS Admin Budget	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)		
Registered Nurse	Marissa Whitney	10	NO	NO		
HHS Specialist	Nora Rudder	75	NO	NO		
Office Tech III	Cherish Hegi	3	NO	NO		
Administrative Analyst	Vacant	5	NO	NO		

Incumbent List - Child Health and Disability Prevention Program

For FY 2018-19, complete the table below for all personnel listed in the CHDP budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

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

County/City:	Inyo	Inyo			Fiscal Year: 2018-19						
Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)					
Deputy Director	Anna Scott	10%	N/A	90%	NO	NO					
Registered Dietician	Vacant	10%	N/A	90%	NO	NO					
Admin Analyst	Vacant	5%	N/A	95%	NO	NO					
Registered Nurse	Marissa Whitney	10%	N/A	90%	NO	NO					
Prevention Specialist	Vacant	25%	N/A	75%	NO	NO					
Prevention Specialist	Timothy Villanueva	33%	N/A	67%	NO	NO					
25											

Incumbent List - Health Care Program for Children in Foster Care

For FY 2018-19, complete the table below for all personnel listed in the HCPCFC and CHDP Foster Care Administrative (County/City) budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

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

County/City:	Inyo		Fiscal Year: 2018-19						
Job Title	Incumbent Name HCP Bud		FTE % on FC Admin County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)			
Public Health Nurse	Laura Wiegers	20.00%	N/A	80.00%	NO	NO			

CHDP Program Referral Data

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

County/City: INYO		FY 15-16		FY 16-17		FY 17-18				
Basic Informing and CHDP Referrals										
 Total number of CalWORKs/Medi-Cal cases informe and determined eligible by Department of Social Ser 		vailable	Unav	vailable	Unav	vailable				
 Total number of cases and recipients in "1" requestin CHDP services 	g Cases	Recipients	Cases	Recipients	Cases	Recipient				
a. Number of CalWORKs cases/recipients	0	0	0	0	0	0				
b. Number of Foster Care cases/recipients	0	0	0	0	0	0				
c. Number of Medi-Cal only cases/recipients	3	8	0	0	0	0				
 Total number of EPSDT eligible recipients and unbor referred by Department of Social Services' workers w requested the following: 	n, /ho					1,				
a. Medical and/or dental services	unk	unknown		nown	unknown					

 Medical and/or dental services with scheduling and/or transportation 	Unavailable	Unavailable	30 45	
c. Information only (optional)	unknown	unknown		
 Number of persons who were contacted by telephone, home visit, face-to-face, office visit, or written response to outreach letter 	40	53	52	
esults of Assistance				
5. Number of recipients actually provided scheduling and/or transportation assistance by program staff	35	49	30	
 Number of recipients in "5" who actually received medical and/or dental services 	35	49	30	

Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IAA) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOU and IAA that are new, have been renewed, or have been revised. For audit purposes, counties and cities should maintain current MOU and IAA on file.

County/City:	/City: INYO F			Fiscal Year: 2018-19			
Title or Name of MOU/IAA	Is this a MOUor an IAA?	Effective Dates (From / To)	Date Last Reviewed by County/City	Name of Person Responsible for This MOU/IAA?	Did This MOU/IAA Change? (Yes or No)		
HCPCFC	MOU	07/01/2016-06/30/2018	09/2017	Anna Scott	No		
Health & Social Services	MOU	07/01/2016-06/30/2018	08/2016	Anna Scott	No		

CHDP Administrative Budget Summary No County/City Match Fiscal Year 2018/19

County/City Name: Inyo

Column	1	2 3		4	5
Category/Line Item	Total Budget (2 + 3)	Total CHDP Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$71,543	\$0	\$71,543	\$7,939	\$63,603
II. Total Operating Expenses	\$14,516	\$0	\$14,516	\$0	\$14,516
III. Total Capital Expenses		E.			
IV. Total Indirect Expenses	\$530	\$0	\$530		\$530
V. Total Other Expenses					
Budget Grand Total	\$86,589	\$0	\$86,589	\$7,939	\$78,649

Column	1 2		3	4	5
Source of Funds	Total Funds	Total CHDP Budget	Total Medi-Cal Budget	Enhanced State/Federal	Nonenhanced State/Federal
State General Funds	\$0				
Medi-Cal Funds:	\$86,589		\$86,589		
State Funds	\$31,021		\$31,021	\$21,715	\$9,306
Federal Funds (Title XIX)	\$55,939		\$55,939	\$39,157	\$16,782

Melusa Best Baker 12/11/2018 760-878-0232 mbestbaker@inyocounty.us Prepared By (Signature) Date Prepared Phone Number Email Address 760-873-7868 ascott@inyocounty.us CHDP Director or Deputy Director Date Phone Number Email Address (Signature)

CHDP Administrative Budget Worksheet No County/City Match State and State/Federal Fiscal Year 2018/19

Column	1A	18	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	CHDP % or FTE	Total CHDP Budget	Total Medi- Cal %	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhance State/Federa (50/50)
Personnel Expenses	AIIII			annn				ann.		innn.	
1 Coott Door to Director	VIIII	annun	annunn	ann	<u>annnnn</u>	<u>unnnnn</u>		ann	<u> </u>	VIIIII	
Scott, Deputy Director Whitney, RN	10%	\$104,841	\$10,484	0%	\$0	100%	\$10,484	0%	\$0	100%	\$10,
 Writiney, RN Villanueva, Prevention Spcst 	10%	\$75,578	\$7,558	0%	\$0	100%	\$7,558	75%	\$5,668	25%	\$1,
	33%	\$34,847	\$11,500	0%	\$0	100%	\$11,500	0%	\$0	100%	\$11,
5. Vacant Registered Dietician	10%	\$48,471	\$4,847	0%	\$0	100%	\$4,847	0%	\$0	100%	\$4,
6. Vacant, Prev Spct	25%	\$52,769	\$13,192	0%	\$0	100%	\$13,192	0%	\$0	100%	\$13
7. Vacant, Administrative Analyst	5%	\$69,942	\$3,497			100%	\$3,497	0%	\$0	100%	\$3
8											
9.											
10											
Total Salaries and Wages	AIIII		\$51,078	annn	\$0		\$51,078		\$5,668	<i>711111</i>	\$45
Less Salary Savings								111111			
Net Salaries and Wages			\$51,078		\$0		\$51,078		\$5,668		\$45
Staff Benefits (Specify %) 40.07%	VIIIII		\$20,463				\$20,463		\$2,271		\$18
. Total Personnel Expenses			\$71,543	<i>AIIII</i>	\$0		\$71,543		\$7,939		\$63
II. Operating Expenses										AIIIIII	
1. Travel			\$948				\$948	annn	\$0	//////	
2. Training			\$0	AIIIII			\$0	AIIIII	\$0	AIIII	
General Office Supplies / Services			\$10,213		\$0		\$10,213	annn		AIIIIN	\$10
4. Motor Pool	AIIIII		\$586	AIIIII			\$586	AIIIII			
5. Utilities	AIIII		\$850	AIIII			\$850	ann		AIIIIN	;
Internal Charges			\$1,919	anne			\$1,919	AIIIII		anna	51
I. Total Operating Expenses		anna an	\$14,516	AIIIIIA	\$0		\$14,516	AIIIII	\$0	AIIII	\$14
II. Capital Expenses	11111			AIIIII						anna a	inninnin
1.	AIIIII							AIIIII		anna	
2.	AIIII			AIIII				AUUU		aunn a	
3.	AIIIII			AIIIII						AIIIIN	
4.	VIIII			anna			6 ()			XIIIIIX	
5.	AIIII			anna a				anna		AIIIIIX	
II. Total Capital Expenses				illilli i				illilli i		anna	
IV. Indirect Expenses	AIIIII		MIMMMM	anna	AIIIIIIIIIII		inninnin in the second s	iiiiii		anna	
I. Internal (Specify %) 0,740%			\$530	illilli			\$530	iiiiiii		willin a	minin
2. External (Specify %) 0.00%	<i>dilliti</i>	iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii		illilli				iiiiiii		WIIIW	
V. Total Indirect Expenses			\$530	iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii			\$530	iiiiiii		tiin the second s	
V. Other Expenses	Allill			anna				iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii		tiiiiii	
1				dilliti				iiiiiii		tiiliin a	
2								di d	HHHHHHH	HHHHA	
3	AHHHH						1 1			iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii	
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	AHHHH			iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii				<i>anna</i>		till the second s	
V. Total Other Expenses							÷(dilli ili ili ili ili ili ili ili ili il		ннн	
Budget Grand Total	allille	MIMMM H	\$86,589	illilli i	\$0		\$86,589	dillilli	\$7,939	ennes and a second s	\$78
NBertBar melissa	Rac	Reve							01,939		-3/0
Prepared By (Signature)	Dest	DUREr	12/11/2018 Date Prepar		760-878-0232 Phone I		tbaker@inyocour Email Addr				
repared by (orginature)			Date i repai			AULIDEI	Linai Auur				
					760-873-7359		ascott@invocour				

Children Health Development Program INYO County Budget Narrative Fiscal Year 2018/19

Fiscal Year 2018/19					
PERSONNEL EXPENSES					
l otal Benefits:	\$20,463	Decrease from prior year due to staff			
Total Personnel Expenses:	\$71,541				
Deputy Director		This position is budgeted at 10% and is			
Anna Scott		decreased from prior year.			
Registered Dietician		This position is budgeted at 5% and is			
Vacant		unchanged from prior year			
Administrative Analyst Vacant		This position is budgeted at 5% and is unchanged from prior year			
Registered Nurse Marissa Whitney		This position is budgeted at 10% and is unchanged from prior year.			
Prevention Specialist VACANT		This position is budgted at 25% and is unchaged from prior year.			
Prevention Specialist Tim Villanueva		This position is added and is budgeted at 33% as a BPAR employee.			
DPERATING EXPENSES					
ravel	\$948	Travel to Kings County to shadow other CMS workers. This is a decrease from the prior year,			
Seneral Office	\$10,216	Basic office supplies, purchase of new filing system and supplies for Nurse. Educational materials, physical activity equipment for prevention services, office rents and copy costs. This is a decrease from the prior year.			
lotor Pool	\$586	In county travel and travel to and from State Conferences. This is an increase from the prior year.			
Itilities	\$850	Includes phone, electricity, gas etc. This is a decrease from the prior year. Includes Rents and Building and Maintenance expenses. This is an increase from the prior year.			
nternal Charges	\$1,919	year.			
otal Operating Expenses:	\$1,919 \$14,519	year.			
otal Operating Expenses:		year.			
otal Operating Expenses:	\$14,519				
otal Operating Expenses:	\$14,519	year. No Capital Expenses planned for FY 18/19			
otal Operating Expenses:	\$14,519				
otal Operating Expenses:	\$14,519 \$0.00	No Capital Expenses planned for FY 18/19 Rates are set by the CAO. Public Liability insurance, County financial accounting / payroll			
otal Operating Expenses: APITAL EXPENSES otal Capital Expenses:	\$14,519 \$0.00	No Capital Expenses planned for FY 18/19 Rates are set by the CAO. Public Liability insurance, County financial accounting / payroll system. This is an increase from the prior			
otal Operating Expenses: APITAL EXPENSES otal Capital Expenses: NDIRECT EXPENSES	\$14,519 \$0.00 \$530 \$530	No Capital Expenses planned for FY 18/19 Rates are set by the CAO. Public Liability insurance, County financial accounting / payroll system. This is an increase from the prior			
	Total Salaries: Total Benefits: Total Personnel Expenses: Deputy Director Anna Scott Registered Dietician Vacant Administrative Analyst Vacant Registered Nurse Marissa Whitney Prevention Specialist VACANT Prevention Specialist Tim Villanueva DPERATING EXPENSES Fravel General Office	PERSONNEL EXPENSES Total Salaries: \$51,078 Total Benefits: \$20,463 Total Personnel Expenses: \$71,541 Deputy Director Anna Scott Registered Dietician Vacant Administrative Analyst Vacant Administrative Analyst Vacant Vacant Vacant Registered Nurse Marissa Whitney Prevention Specialist VACANT Prevention Specialist VACANT Prevention Specialist Yillanueva OPERATING EXPENSES \$948 General Office \$10,216 Notor Pool \$586 Itilities \$850			

ATTACHMENT 4.b

Department of Health Care Services - Integrated Systems of Care Division

Health Care Program for Children in Foster Care Base State/Federal Match Budget Summary

County/City Name:	Inyo	Fiscal Year:	2018/19
		· · · · · · · · · · · · · · · · · · ·	
		Enhanced	Non-Enhanced
Category/Line Item	Total Budget	State/Federal	State/Federal
		(25/75)	(50/50)
A	(B = C + D)	С	D
I. Total Personnel Expenses	\$14,515	\$10,886	\$3,629
II. Total Operating Expenses	\$0	\$0	\$0
III. Total Capital Expenses			
IV. Total Indirect Expenses	\$0		\$0
V. Total Other Expenses			
Budget Grand Total	\$14,515	\$10,886	\$3,629
Source of Funds		Enhanced	Non-Enhanced
	Total Funds	State/Federal	State/Federal
	Total Funds	(25/75)	(50/50)
E	(F = G + H)	G	Н
State Funds	\$4,536	\$2,721	\$1,815
Federal Funds (Title XIX)	\$9,979	\$8,165	\$1,814
Budget Grand Total	\$14,515	\$10,886	\$3,629

12/11/2018 mbestbaker@inyocounty.us 760-878-0232 Melissa Best Baxer Prepared By (Sign & Print Name) Date Prepared Phone Number Email Address 760-873-7868 ascott@inyocounty.us CHDP Director or Deputy Director Date Phone Number Email Address (Sign & Print Name)

Health Care Program for Children in Foster Care Base State/Federal Match Budget Worksheet

County/City Name:			Fiscal Year: 2018/19					
Column	1A	1B	1	2A	2	3A	3	
Category/Line Item		% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
I. Personnel Expenses (Name &	Title)	<u>IIIIII</u>						
1. L.Weigers, PHN		14%	\$84,602	\$11,623	75%	\$8,717	25%	\$2,90
2.				\$0		\$0	100%	\$
3.				\$0		\$0	100%	
4.				\$0		\$0	100%	
5.				\$0		\$0	100%	9
6.				\$0		\$0	100%	9
7				\$0		\$0	100%	
8.				\$0		\$0	100%	9
9.				\$0		\$0	100%	
10.				\$0		\$0	100%	
11				\$0		\$0	100%	
12.				\$0		\$0	100%	
13.				\$0		\$0	100%	
14.				\$0		\$0	100%	
15				\$0		\$0	100%	
16.				\$0		\$0	100%	
17.				\$0		\$0	100%	
18.				\$0		\$0	100%	
19. 20.				\$0		\$0	100%	
Total Salaries and Wages		4.404		\$0		\$0	100%	
Less Salary Savings		14%		\$11,623	75%	\$8,717	25%	\$2,90
Net Salaries and Wages								
Staff Benefits (Specify %)	25%			\$11,623		\$8,717		\$2,90
I. Total Personnel Expenses	2370			\$2,893 \$14,515		\$2,170		\$72
I. Operating Expenses				\$14,515		\$10,887		\$3,62
1. Travel	\$0			\$0		\$0		
2. Training	\$0			\$0		\$0		
I. Total Operating Expenses				\$0		\$0		
II. Capital Expenses						•0		
II. Total Capital Expenses								
V. Indirect Expenses								
1. Internal (Specify %)	0%			\$0				
2. External	0,0			iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii				
V. Total Indirect Expenses				\$0				9
V. Other Expenses								
V. Total Other Expenses								
Budget Grand Total				\$14,515		\$10,887		\$3,62
Nch Best Ban Meliss	a BestBo	iker	12/11/2018	760-878-0	232		iker@inyc	pcounty.us
Prepared By (Sign & Print	Name)		Date Prepared	Phone Num	ber	E	Email Addre	ess
				760-873-7	868	ascot	t@inyoco	unty.us
CHDP Director or Deputy I (Sign & Print Name			Date	Phone Num	ber	E	Email Addre	ess

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HCPCFC INYO County Budget Narrative Fiscal Year 2018-19

I. PERSONNEL EXPENSES

Total Salaries:	\$11,623
Total Benefits: Total Personnel Expenses:	\$2,892 \$14,515 This is a decrease from prior year.
Public Health Nurse Laura Weigers	This position is budgeted at 14%. This is a decrease from the prior year.

II. OPERATING EXPENSES

Travel Training		
Total Operating Expenses:	\$0	
III. CAPITAL EXPENSES Total Capital Expenses:	\$0.00	No Capital Expenses planned for FY18/19
IV. INDIRECT EXPENSES Total Indirect Expenses:	\$0 \$0	-
V/ OTHER EXPENSES		
Total Other Expenses:	\$0	
BUDGET GRAND TOTAL:	\$14,515	

State of California - Health and Human Services Agency

Percent of Total CCS CASELOAD Actual Caseload CCS Caseload STRAIGHT CCS -27 19 42% Total Cases of Open (Active) Straight CCS Children OTLICP -17 12.23% Total Cases of Open (Active) OTLICP Children MEDI-CAL -95 68.35% Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children TOTAL CCS CASELOAD 139 100%

Department of Health Care Services - Integrated Systems of Care Division

CCS Administrative Baseline Budget Summary

Fiscal Year: 2018-19

County:

.....

Inyo

	Col 1 = Col 2+3+4	Straight CCS	OTLICP	Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6)		
Column	1	2	3	4	5	6
Category/Line Item	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLICP) County/State/Fed (6/6/88)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi- Cal State/Federal (50/50)
I. Total Personnel Expense	73,055	14,190	8,935	49,929	5,682	44,247
II. Total Operating Expense	2,748	534	336	1,878	0	1,878
III. Total Capital Expense	0	0	0	0		0
IV. Total Indirect Expense	1,999	388	244	1,366		1,366
V. Total Other Expense	13 607	2,643	1,664	9,300		9,300
Budget Grand Total	91,409	17,755	11,179	62,473	5,682	56,791

	Col 1 = Col 2+3+4	Col 1 = Col 2+3+4 Straight CCS		Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6)				
Column	11	2	3	4	5	6		
Source of Funds	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLICP) County/State/Fed (6/6/88)	Medi-Cał State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi- Cal State/Federal (50/50)		
Straight CCS								
State	8,877	8,877						
County	8,878	8,878						
OTLICP								
State	894		894					
County	894		894	H				
Federal (Title XXI)	9,391		9,391					
Medi-Cal								
State	29,817			29,817	1,421	28,396		
Federal (Title XIX)	32,656			32,656	4,261	28,395		

Mela Berlin Prepared By (Signature)

Melissa Best-Baker Prepared By (Printed Name) mbestbaker@inyocounty.us Email Address

Ana Scoti CCS Administrator (Printed Name)

ASCOH @ Inyp coccuty. us Email Address

Page 1 of 1

State of California - Health and Human Services Agency

CCS CASELOAD	Actual Caseload	Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	27	19,42%
OTLICP - Total Cases of Open (Active) OTLICP Children	17	12,23%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	95	68,35%
TOTAL CCS CASELOAD	139	100%

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2018-19

County: Inyo

					Stra	ight CCS		Fargeted Low Income 's Program (OTLICP)			Medi-Cal	(Non-OTLICP)		
Column		1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item		% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 +6)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (6/6/88)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non- Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
I. Personnel Expense									1		-			
Program Administration							-							
1, Employee Name, Position		0.00%	0	0	19.42%	0	12,23%	0	68,35%	0	V - 55		100.00%	D
Subtotal			0	0		0		0		0				0
Medical Case Management					0.00					S. 21				
1. Marissa Whitney, Registered Nurse		10.00%	75,578	7,558	19,42%	1,468	12.23%	924	68.35%	5,166	75.00%	3,875	25,00%	1,291
2				0	19.42%	0	12.23%	0	68.35%	0	75.00%	0	25.00%	0
Subtotal			75,578	7,558	1	1,468		924		5,166		3,875		1,291
Other Health Care Professionals						10000	10000		-					
1. Employee Name, Position		0.00%	0	0	19.42%	0	12.23%	0	68.35%	D	0.00%	0	100.00%	0
Subtotal			0	0		0		0		0		0		0
Ancillary Support														
1. Nora Rudder, HHS Specialist		75.00%	49,794	37,346	19.42%	7,254	12.23%	4,567	68.35%	25,524	_		100.00%	25,524
Subtotal			49,794	37,346		7.254		4,567		25,524	-		100,000	25,524
Clerical and Claims Support											_			
1. Cherish Hegi, Office Tech III		3.00%	47,253	1,418	19.42%	275	12,23%	173	68.35%	969	0.00%	0	100.00%	969
2. Vacant, Administrative Analyst I/II/III		5.00%	69,930	3,497	19.42%	679	12.23%	428	68.35%	2,390	0.00%	0	100.00%	2,390
Subtotal		0,0070	117,183	4,915	10,1210	954	TE EG /G	601	00,00 //	3,359	0.00%	0	100,0070	3,359
Total Salaries and Wages			111,100	49,819	19.42%	9,677	12.23%	6,093	68.35%	34,049	11.38%	3,875	88.62%	30,174
Staff Benefits (Specify %)	46.64%			23,236	19.42%	4,513	12,23%	2,842	68.35%	15,880	11,30%	1,807	00.0270	14,073
I. Total Personnel Expense	10.0170			73,055	19.42%	14,190	12,23%	8,935	68.35%	49,929		5,682		44,247
II. Operating Expense				10,000	10_42.10	14,100	12,2074	5,500	00.007/0	40,020	_	5,002		
1. Travel				0	19.42%	0	12,23%	0	68.35%	0	11,38%	0	88.62%	0
2. Training				0	19.42%	0	12,23%	0	68.35%	0	11.38%	0	88.62%	0
3. General Operating				948	19.42%	184	12,23%	116	68.35%	648	11,50%		100.00%	648
4. Utilities		10000		1,800	19.42%	350	12,23%	220	68,35%	1,230	_		100,00%	1,230
II. Total Operating Expense				2,748	13,42.76	534	12,2378	336	00,3378	1,230		0	100,0078	1,878
III. Capital Expense		- V 5-		2,740		534		330		1,070				1,070
1					19.42%	0	12.23%	0	68.35%	0				0
III. Total Capital Expense				0	19,4270	0	12,2376	0	00,35%	0				0
IV. Indirect Expense				0	1				-	0	_		-	0
1. Internal	2.74%			1,999	19.42%	388	12 23%	244	68.35%	1 200			100.00%	1,366
2. External	0.00%			1,999	19_42%	388	12.23%	244	68.35%	1,366			100.00%	1,366
V. Total Indirect Expense	0.00%			1,999	13.4270	368	12,2370	244	00,33%	1,366	-		100,00 %	1,366
V. Other Expense				1,999		308		244		1,300				1,300
1. Maintenance & Transportation		-		12 007	19.42%	2,643	12.23%	4.004	68.35%	0.000	_		100.00%	9,300
V, Total Other Expense				13,607	19.42%		12.23%	1,664	00.33%	9,300	_	_	100.00%	
				13,607		2,643	,	1,664	-	9,300				9,300
Budget Grand Total		1		91,409		17,755		11,179		62,473	Contraction of the local distribution of the	5,682		56,791

Page 1 of 2

P.21

CCS CASELOAD	Actual Caseload	Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	27	19,42%
OTLICP - Total Cases of Open (Active) OTLICP Children	17	12.23%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	95	68.35%
TOTAL CCS CASELOAD	139	100%

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2018-19

County: Inyo

					Stra	ght CCS		argeted Low Income s Program (OTLICP)			Medi-Cal	(Non-OTLICP)		
[Column	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
	Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 +6)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (6/6/88)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non- Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
Ň	Nel Bert Ba		elissa Best-Bak					12/11/2018				760-878-0232	2	
	Prepared By (Signature)		Prepared By (Pri	nted Name)				Date Prepared			Phon	e Number		

CCS Administrator (Signature)

CCS Administrator (Printed Name)

Date Signed

Phone Number

CCS ADMIN INYO County Budget Narrative Fiscal Year 2018-19

I.			
1.	PERSONNEL EXPENSES	.	
	Total Salaries:	\$49,819	
	Total Benefits:	 \$23,236	-
	Total Personnel Expenses	\$73,055	Decrease due to changes in staff
	Registered Nurse		We are budgeting this position at 10% which
	Marissa Whitney		is unchanged from the prior year.
	HHS Specialist Nora Rudder		This position is budgeted at 75% which is unchanged from the prior year.
	Administrative Analyst Vacant		This position is budgeted at 5% which is unchanged from the prior year.
	Office Technician III Cherish Hegi		This position is budgeted at 3% which is unchanged from the prior year.
II.	OPERATING EXPENSES		
	General Operating	\$948	Misc. office supplies, copying, etc. This is a slight increase from the prior year.
	Utilities	\$1,800	Includes phone, electricity, gas etc. This Is an increase from the prior year.
	Total Operating Expenses:	\$2,748	-
IV.	INDIRECT EXPENSES	\$1,999	Public Liability insurance is considered an internal overhead cost. Cost are distributed
	Total Indirect Expenses:	\$1,999	by the CAO. This is an slight increase from the prior year. This also includes internal county charges for building and
N//			maintenance staff.
V/	OTHER EXPENSES Maintenance and Transp.	\$ 13,607.00	Increased from prior year
	Total Other Expenses:	\$ 13,607.00	-
	BUDGET GRAND TOTAL	\$ 91,409.00	

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AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

Correspondence Action

Public Hearing
Informational

For Clerk's Use Only:

AGENDA NUMBER

41

Schedule time for

Closed Session

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 7, 2019

Consent

SUBJECT: Appointment(s) to Northern Inyo Airport Advisory Committee

Departmental

DEPARTMENTAL RECOMMENDATIONS:

Request the Board appoint Mr. Harry Bhakta and Mr. Wayne Sayer to complete one regular unexpired four-year term ending October 31, 2020 and one alternate unexpired four-year term ending October 31, 2020 to the Northern Inyo Airport Advisory Committee. (Notice of Vacancy for the two positions resulted in requests for appointment being received from Mr. Harry Bhakta and Mr. Wayne Sayer.)

SUMMARY DISCUSSION:

The Northern Inyo Airport Advisory Committee is comprised of a maximum of five members and one alternate member, all serving staggered four-year terms and appointed by the Board of Supervisors. There are currently three regularmember terms set to expire October 31, 2020, two regular-member terms set to expire October 31, 2019, and one alternate-member term set to expire October 31, 2020. One of the terms expiring October 31, 2019 has been vacant for some time, as has the alternate position.

In February, Dave Patterson resigned from his unexpired term, bringing the vacancy total to three. With the concurrence of the Committee, staff published a Notice of Vacancy for only Mr. Patterson's unexpired term and the alternate position, both of which do not expire until October of 2020. The decision was made to hold off on advertising the third vacancy (expiring October 2019) until this fall when it rolls over into a new four-year term, in order to avoid having to re-initiate the recruitment process so soon after a potential appointment.

A Notice of Vacancy for one regular unexpired four-year term ending October 31, 2020 and one alternate unexpired fouryear term ending October 31, 2020 was published according to your appointment policy, for a maximum of 30 days. No responses were received. The Clerk of the Board extended the application period and received Letters of Interest from Mr. Harry Bhakta and Mr. Wayne Sayer. The alternate position on the Northern Inyo Airport Advisory Committee has full voting privileges and will be expected to participate as a full member in light of the other vacancy that has yet to be advertised.

ALTERNATIVES:

The Board could elect not to fill the positions. This is not recommended as all the applicants have expressed interest in serving on the committee. The Board could also direct staff to advertise a Notice of Vacancy for the empty regular fouryear term at this time, which is also not recommended as whoever is appointed will have to reapply in only four months' time when the current term for that position expires.

FINANCING:

The Airport Advisory Committee members are volunteers and receive no monetary compensation. There are no other costs to the County associated with filling the vacant positions aside from advertising the vacancies.

APPROVALS			
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND REL	ATED ITEMS (Must b	e
	reviewed and approved by County Counsel prior to submission to the board clerk.) Approved:	Date	τw.

AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED submission to the board clerk.)	D ITEMS (Must be reviewed and approved b	y the auditor/controller prior to
		Approved:	Date
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Mu submission to the board clerk.)	ust be reviewed and approved by the director	of personnel services prior to
		Approved:	Date

DEPARTMENT HEAD SIGNATURE:	1	1 1.0
(Not to be signed until all approvals are received)	12	_ Date: 4/17/19



BOARD OF SUPERVISORS COUNTY OF INYO

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

Members of the Board Dan Totheroh Jeff Griffiths Rick Pucci Mark Tillemans Matt Kingsley

> CLINT G. QUILTER Clerk of the Board

DARCY ELLIS Assistant Clerk of the Board

NOTICE OF VACANCY Northern Inyo Airport Advisory Committee

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill two (2) vacancies on the Northern Inyo Airport Advisory Committee: one regular unexpired term ending October 31, 2020 and one alternate unexpired term ending October 31, 2020.

If you are interested in serving on the Northern Inyo Airport Advisory Committee, as either a regular member or alternate, please submit your request for appointment on or before 5:00 p.m., Thursday, March 14, 2019, to the Board of Supervisors at P.O. Box N, Independence, CA 93526 or dellis@inyocounty.us. For more information, call (760) 878-0373.

Attention, Legal Notices:

PLEASE PUBLISH IN THE Thursday, February 14, 2019, issue of the Inyo Register.

EL CAMINO SIERRA

AVIATION ADVISORY COMMITTEE, NORTHERN INYO COUNTY

PURP	OSE:	N/A	
ESTA	BLISHED:	75-20 amended by Resolution 93-72 adopted 12-7-93 to change of Resolution 2008-34 to change committee membership.	ommittee membership;
COMF	POSITION:	: Not to exceed 5 members and one alternate with voting privileges	
TERM	1:	Four Years	
MEME	BERS:	TERM EXPIRES	
1.	Vacant	10/31/2020 RESIGNED	
2.	Eileen Bu	Burger 10/31/2020	
3,	Peter Tra	racy 10/31/2020	
4.	Geoff Pop	ope 10/31/2019	
5.	Vacant	10/31/2019	

ALTERNATE (VOTING PRIVILEGES)

6. Vacant 10/31/2020

Non-Voting Members:

Supervisor Dan Totheroh Supervisor Rick Pucci County Administrator Public Works Director

Darcy Ellis

From: Sent: To: Subject: harry bhakta <harrypbhakta@yahoo.com> Wednesday, March 27, 2019 6:32 PM Darcy Ellis Airport...

Dear Madam Darcy

My name is Harivanden Bhakta, I am interested in a position on the Northern Inyo Airport Advisory Committee. I have a resident of Inyo County since August 2003. I served on the Water and Sewer Commission for over 12 years for the city of Bishop. At the present moment, I am serving on the Planning Commission for the city of Bishop. I have served in the past, and presently on the Board of Directors for the Bishop Chamber of Commerce., representing the lodging industry. I am a member of the LIONS Club International, currently serving as Vice President, and, starting July 2019, will become the president for the Bishop Lions Club.

I look forward to helping guide the Bishop Airport. I would be happy to answer any questions that you or the Supervisors have.

Respectfully

Harivanden (Harry) P Bhakta 233 E Elm St Bishop, CA 93514-2415

760-873-8118 B/R 760-920-3525 Cell

Darcy Ellis

From: Sent: To: Cc: Subject: Wayne Sayer <wayne.sayer@gmail.com> Wednesday, March 27, 2019 4:48 PM Darcy Ellis Jeff Griffiths Re: Northern Inyo Airport Advisory Committee

Hi Darcy

I've had a busy couple of weeks with some travel, sorry for the delay. I am interested in applying as a regular member or alternate on the Northern Inyo Airport Advisory Committee. I'm an active pilot, I have a Cessna 182 based at Bishop. Please let me know if you have any questions for me.

Just to let you know, I'll be out of the country from April 3 to May 10, I'll only be available through email during that time.

Thanks Wayne Sayer 760-937-0255 wayne.sayer@gmail.com

				For Clerk's Use Only: AGENDA NUMBER
		•	[40
	BOARD (OF SUPERVISORS		70
	COUN	NTY OF INYO		
Consent	Departmental	Correspondence Action	Public Hearing	L]
Scheduled	d Time for	Closed Session	Informational	
	_	BOARD C COUN	BOARD OF SUPERVISORS COUNTY OF INYO	COUNTY OF INYO

FROM: Clint G. Quilter, Clerk of the Board, County Administrator **BY:** Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Approval of Board of Supervisors meeting minutes

<u>DEPARTMENTAL RECOMMENDATION</u>: Request Board approve the minutes from the following regular Board meetings: March 12, 2019, March 19, 2019, March 26, 2019, April 2, 2019, April 9, 2019, and April 16, 2019.

<u>SUMMARY DISCUSSION</u>: 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, <u>www.inyocounty.us</u>.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

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

914

Date: 5/1/19



AGENDA REQUEST FORM BOARD OF SUPERVISORS COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER
43

 [] Consent
 [] Departmental
 [] Correspondence Action
 [X] Public Hearing

 [] Scheduled Time for
 [] Closed Session
 [] Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Public hearing to consider a report from the Sheriff's Office, 2018 interactions and communications with the United States Immigration and Customs Enforcement

DEPARTMENTAL RECOMMENDATION:

Conduct public hearing to consider a report from the Sheriff's Office, 2018 interactions and communications with the United States Immigration and Customs Enforcement as outlined in Government Code Section 7283.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Government Code Section 7283.1, subdivision (d), contained in Title 1, Division 7, Chapter 17.2 of the Code governing the Standards for Participation in United States Immigration and Customs Enforcement (ICE) Programs, requires the Board of Supervisors to hold a public forum to provide information to the public about ICE's access to individuals and to receive and consider public comment. The Code also specifies that the Sheriff may provide related data to the Board of Supervisors to be included as part of this forum. This Board of Supervisors item is requesting that the Board hold the public forum, accept the Sheriff's data related to Immigration and Customs Enforcement access, and to receive and consider public comment.

Government Code Section 7283.1, subdivision (d), requires that, "beginning January 1, 2018, the local governing body of any county, city or city and county in which a local law enforcement agency has provided ICE access to an individual during the last year shall hold at least one community forum during the following year, that is open to the public, in an accessible location, and with at least 30 days' notice to provide information to the public about ICE's access to individuals and to receive and consider public comment. As part of this forum, the local law enforcement agency may provide the governing body with data it maintains regarding the number and demographic characteristics of individuals to whom the agency has provided ICE access, the date access was provided, and whether the access was provided through a hold, transfer, or notification request or through other means. Data may be provided in the form of statistics or, if statistics are not maintained, individual records, provided that personally identifiable information shall be redacted."

ALTERNATIVES:

There are no current alternatives as this public hearing is mandated by state law.

OTHER AGENCY INVOLVEMENT:

Agenda Request Page 2

County Counsel

FINANCING:

No General Fund expenditures are required as a result of this item.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
	Approved:Date03/18/7319
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
	Approved:Date

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)_

for a well Date: 3 25 19

Subject ID: 380			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	12801		File No; 2056 Date: Janua	ary 17. 2018
TO: (Name and Ti Enforcement Fax# 760-878	lle of institution - OR Any Si Agency) INYO COUNTY JJ 550 BOUTH CLAY INDEPENDENCE,	XIL Y	FROM: (Department of Homeland Su BRO - Westminster, CA Sub Of ICH BRO PHEC LAGUNG MIGURE 24000 AVILA RD NEW 1552 LAGUNA MIGURE, CA 92677	aurily Office Address) II i ce
Name of Alien:				
Date of Birth:		Citizenship:	METICO	Sex:¥
1 DHS MAS DE DETERMINE	na ar Millson for Alson (BRO) MON (SABASE INFORMACIÓN)	n an in the Australian Super-	nar Neodelogin dan selo.	ABIABIA IEN CONS
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- Allenia Malifé - Allenia

NOTICE TO THE DETAINEE

The Department of Homeland Security (DHS) has placed an immigration detainer on you. An immigration detainer is a notice to a law enforcement agency that DHS intends to assume custody of you (after you otherwise would be released from custody) because there is probable cause that you are subject to removal from the United States under federal immigration law. DHS has requested that the law enforcement agency that is currently detaining you maintain custody of you for a period not to exceed 48 hours beyond the time when you would have been released based on your criminal charges or convictions, if DHS does not take you into custody during this additional 48 hour period, you should contact your custodian (the agency that is holding you now) to inquire about your release. If you believe you are a United States citizen or the victim of a crime, please advise DHS by calling the ICE Law Enforcement Support Center toil free at (855) 448-6903.

1996 NOV 104 74

NOTIFICACIÓN A LA PERSONA DETENIDA

El Departamento de Seguridad Nacional (DHS) le ha puesto una retención de inmigración. Una retención de inmigración es un aviso a una agencia de la ley que DHS tiene la intención de esumir la custodia de usted (después de lo contrario, usted sería puesto en libertad de la custodia) porque hay causa probable que usted está sujeto a que lo expulsen de los Estados Unidos bajo la ley de inmigración federal. DHS ha solicitado que la agencia de la ley que le tiene detenido actualmente mantenga custodia de usted por un periodo de tiempo que no exceda de 48 horas más del tiempo original que habría sido puesto en libertad en base a los cargos judicieles o a sus antecedentes penales. Si DHS no le pone an custodia durante este periodo adicional de 48 horas, usted debe de contactaras con su custodio (la agencia que le tiene detenido en este momento) para preguntar acerca de su liberación. Si usted cree que es un ciudadano de los Estados Unidos o la víctima de un crimen, por favor avise al DHS llamando gratuítamente al Centro de Apoyo a la Aplicación de la Ley ICE al (855) 448-6903.

AVIS AU DETENU OU À LA DÉTENUE

Le Département de la Sécurité Intérieure (DHS) a placé un dépositaire d'immigration sur vous. Un dépositaire d'immigration est un avis à une agence de force de l'ordre que le DHS a l'Intention de vous prendre en garde à vue (après celà vous pourrez par ailleurs être remis en liberté) parce qu'il y a une cause probable que vous soyez sujet à expulsion des États-Unis en vertu de la loi fédérale sur l'immigration. Le DHS a demandé que l'agence de force de l'ordre qui vous détient actuellement puisse vous maintenir en garde pendant une période ne devant pas dépasser 48 heures au-delà du temps après lequel vous auriez été libéré en se basant sur vos accusations criminelles ou condamnations. Si le DHS ne vous prenne pas en garde à vue au cours de cette période supplémentaire de 48 heures, vous devez contacter votre gardien (ne) (l'agence qui vous détient maintenant) pour vous renseigner sur votre libération. Si vous croyez que vous êtes un citoyen ou une citoyenne des États-Unis ou une victime d'un crime, s'il vous plaît aviser le DHS en appelant gratuitement le centre d'assistance de force de l'ordre de l'ICE au (855) 448-6903

NOTIFICAÇÃO AO DETENTO

O Departamento de Segurança Nacional (DHS) expediu um mandado de detenção migratória contra você. Um mandado de detenção migratória é uma notificação feita à uma agência de segurança pública que o DHS tem a intenção de assumir a sua custódia (após a quai você, caso contrário, seria liberado da custódia) porque existe causa provável que você está sujeito a ser removido dos Estados Unidos de acordo com a lei federal de imigração. ODHS solicitou à agência de segurança pública onde você está atualmente detido para manter a sua guarda por um período de no máximo 48 horas além do tempo que você teria sido liberado com base nas suas acusações ou condenações criminais. Se o DHS não leva-lo sob custódia durante este período adicional de 48 horas, você deve entrar em contato com quem tiver a sua custódia (a agência onde você está atualmente detido) para perguntar a respeito da sua liberação. Se você acredita ser um cidadão dos Estados Unidos ou a vítima de um crime, por favor informe ao DHS através de uma ligação gratulta ao Centro de Suporte de Segurança Pública do Serviço de Imigração e Alfândega (ICE) pelo telefone (855) 448-6903.

DEPARTMENT OF HOMELAND SECURITY U.S. Immigration and Customs Enforcement

WARRANT OF REMOVAL/DEPORTATION

File No: 205 WSM1801 Byent No: WSM1801 Date: January 17, 2018

To any immigration officer of the United States Department of Homeland Security:

	(Full name of alian)		
who entered the United States at	UNKNOWN	O N	UNKNOWN
	(Place of entry)		(Date of entry)

an immigration judge in exclusion, deportation, or removal proceedings

I a designated official

the Board of Immigration Appeals

a United States District or Magistrate Court Judge

and pursuant to the following provisions of the immigration and Nationality Act: 241 (a) (5) Of The Immigration and Nationality Act

i, the undersigned officer of the United States, by virtue of the power and authority vested in the Secretary of Homeland Security under the laws of the United States and by his or her direction, command you to take into custody and remove from the United States the above-named allen, pursuant to law, at the expense of: salaries and Expenses, Department of Remeland Security 2019

د

POR: DAVID W. JENNINGS

(Signature of immigration officer)

Field Office Director (Title of immigration officer)

January 17, 2018, LOS- Los Angels, CA

(Date and office location)

	gration officer executing the warrant: Na	ame of allen being removed:	
Port, date, and manner o	of removal:		
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			/6-\$-\$P
na dia patra dia	i d		
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	removed	of alien removed	
(Signature	e of alien being fingerprinted)		
(Signature and til	te of immigration officer taking print)		
parture witnessed by:			
	(Signature and title of im)	nigration officer)	
ictual departure is not wi	itnessed, fully identify source or means		
	meason may mentily source of means	or venication of depandre.	
	with the second s	A HILLING & CONTRACTOR	
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alf-removal (se)f-deporta	ition), pursuant to 8 CFR 241.7, check l	here.	
elf-removal (self-deporta parture Verified by:	ition), pursuant to 8 CFR 241.7, check l	here.	

RECEIVED 01/17/2018 05:06 7608780404

ICSO BOOKING

Subject ID: 3611			OF ACTION		
Event #: wex18040		926-23076 1062MC0	File No: 088 Control Date: April 16, 2	P 2018	
TO: (Name and Title of Institution - OR Am Enforcement Agency) INYO COURTY 550 BOUTH C INDEPENDENC	y Subsequent Lew	FROM: (Departe	RD RM# 1552	Nice Address)	
Name of Alien:	AXA				
Date of Birth:	Citizenship:		itco	Sex:	M
NUMERIAS DETERMINED THAT PL	COLORIDA CARDELIXE Sector Colorida		PCT & A RENOVABLE		
A final order of removal against		ha affaar			
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NOTICE TO THE DETAINEE

The Department of Homeland Security (DHS) has placed an immigration detainer on you. An immigration detainer is a notice to a law enforcement agency that DHS intends to assume custody of you (after you otherwise would be released from custody) because there is probable cause that you are subject to removal from the United States under federal immigration law. DHS has requested that the law enforcement agency that is currently detaining you maintain custody of you for a period not to exceed 48 hours beyond the time when you would have been released based on your criminal charges or convictions. If DHS does not take you into custody during this additional 48 hour period, you should contact your custodian (the agency that is holding you now) to inquire about your release. If you believe you are a United States citizen or the victim of a crime, please advise DHS by calling the ICE Law Enforcement Support Center toll free at (855) 448-6903.

On the Addressing

NOTIFICACIÓN A LA PERSONA DETENIDA

El Departamento de Seguridad Nacional (DHS) le ha puesto una retención de inmigración. Una retención de inmigración es un aviso a una agencia de la ley que DHS tiene la intención de asumir la custodia de usted (después de lo contrario, usted sería puesto en libertad de la custodia) porque hay causa probable que usted está sujeto a que lo expuisen de los Estados Unidos bajo la ley de Inmigración federal. DHS ha solicitado que la agencia de la ley que is tiene detenido actualmente mantenga custodia de usted por un periodo de tiempo que no exceda de 48 horas más del tiempo original que habría sido puesto en libertad en base a los cargos judiciales o e sus antecedentes penales. Si DHS no la pone en custodia durante este periodo adicional de 48 horas, usted debe de contactarse con su custodio (la agencia que le tiene detenido en este momento) para preguntar acerca de su liberación. Si usted cree que es un ciudadano de los Estados Unidos o la víctima de un crimen, por favor avise al DHS tiamando gratuitamente al Centro de Apoyo a la Aplicación de la Ley ICE al (855) 448-6903.

AVIS AU DETENU OU À LA DÉTENUE

Le Département de la Sécurité Intérieure (DHS) a placé un dépositaire d'immigration sur vous. Un dépositaire d'immigration est un avis à une agence de force de l'ordre que le DHS a l'intention de vous prendre en garde à vue (après celà vous pourrez par ailleurs être remis en liberté) parce qu'il y a une cause probable que vous soyez sujet à expulsion des États-Unis en vertu de la loi fédérale sur l'immigration. Le DHS a demandé que l'agence de force de l'ordre qui vous détient actuellement puisse vous maintenir en garde pendant une période ne devant pas dépasser 48 heures au-delà du temps après lequel vous auriez été libéré en se basant sur vos accusations criminelles ou condamnations. Si le DHS ne vous prenne pas en garde à vue au cours de cette période supplémentaire de 48 heures, vous devez contacter votre gardien (ne) (l'agence qui vous détient maintenant) pour vous renseigner sur votre libération. Si vous croyez que vous êtes un citoyen ou une citoyenne des États-Unis ou une victime d'un crime, s'il vous plaît aviser le DHS en appelant gratuitement le centre d'assistance de force de l'ordre de l'ICE au (855) 448-6903

NOTIFICAÇÃO AO DETENTO

O Departamento de Segurança Nacional (DHS) expediu um mandado de detenção migratória contra você. Um mandado de detenção migratória é uma notificação feita à uma agência de segurança pública que o DHS tem a intenção de assumir a sua cuatódia (após a qual você, caso contrário, seria liberado da custódia) porque existe causa provável que você está sujeito a ser removido dos Estados Unidos de acordo com a lei federal de imigração. ODHS solicitou à agência de segurança pública onde você está atualmente detido para manter a sua guarda por um período de no máximo 48 horas além do tempo que você teria sido liberado com base nas suas acusações ou condenações criminais. Se o DHS não leva-lo sob custódia durante este período adicional de 48 horas, você deve entrar em contato com quem tiver a sua custódia (a agência onde você está atualmente detido) para perguntar a respeito da sua liberação. Se você acredita ser um cidadão dos Estados Unidos ou e vítima de um crime, por favor informe ao DHS através de uma ligação gratuita ao Centro de Suporte de Segurança Pública do Serviço de Imigração e Alfândega (ICE) pelo telefone (855) 448-6903.

THÔNG ĐÁO CHO NGƯỜI BỊ GIAM

Bộ Nội An (DHS) đã ra lệnh giam giữ di trú đối với quý vị. Giam giữ di trú là một thông báo cho cơ quan công lực rằng Bộ Nội An sẽ đảm đương việc lưu giữ quỳ vị (sau khi quý vị được thả ra) bởi có lý do khả tín quý vị là đối tượng bị trục xuất khỏi Hoa Kỳ theo luật di trú liên bang. Sau khi quý vị đã thi hành đầy đủ thời gian của bản án dựa trên các tội phạm hay các kết án, thay vì được thả tự do, Bộ Nội An đã yêu cầu cơ quan công lực giữ quý vị lại thêm không quá 48 tiếng đồng hồ nữa. Nếu Bộ Nội An không đến bắt quý vị sau 48 tiếng đồng hồ phụ trội đó, quý vị cần liên lạc với cơ quan hiện đang giam giữ quý vị để tham khảo về việc trả tự do cho quý vị. Nếu quỳ vị là công dân Hoa Kỳ hay tin rằng mình là nạn nhân của một tội ác, xin vui lòng báo cho Bộ Nội An bằng cách gọi số điện thoại miễn phí 1(855) 448-6903 cho Trung Tâm Hỗ Trợ Cơ Quan Công Lực Di Trú.

被拘留者通知書

國土安全部(Department of Homeland Security,簡稱DHS)已經對你發出移民拘留令。 移民拘留令為一給予執法機構的通知書,闡明DHS意欲獲取對你的顯押權(若非有此羈押 權,你將會被釋放);因為根據聯邦移民法例,並基於合理的原由,你將會被遞解離美 國國境。DHS亦已要求現正拘留你的執法機構,在你因受到刑事檢控或定罪後,而在木 應被釋放的程序下,繼續對你作出不超過四十八小時的監管。若你在這附加的四十八小 時內,仍未及移交至DHS的監管下,你應當聯絡你的監管人(即現正監管你的機構)查詢 有關你釋放的事宜。若你認為你是美國公民或為罪案受害者,請致電ICE執法部支援中心 (Law Enforcement Support Center)知會DHS,免費電話號碼:(855)448-6903。

OFFICE OF THE SHERIFF		WILLIAM R. LUTZE SHERIFF JEFF HOLLOWELL UNDERSHERIFF
**	A Professional Service Ag	ency"
	Truth Act Form 2	
 Solicito recibir este formulario en esp 請寄來中文表格。/ I request to rece 	ive this form in Chinese.	
 Nais ko pong maklusap na matangga Tôi yêu cầu để nhận mẫu đơn này tr 저는 이서류를 한국어로 번역된 것으 	ong tiếng Việt. / I request to recei	
RE: Immigration and Customs	Enforcement Request	
The purpose of this letter is to inform you tha Hold you for up to 48 hours aft immigration detention. (I-247 o	er your release from criminal cust	cement ("ICE") has requested that we: ody to allow ICE time to take you into
Notify ICE of your release date,	, so that ICE may detain you. (I-24	17N)
Transfer you into immigration d	etention. (I-247X or other request)
A copy of the request is attached.		
We <u>DO</u> /([(circl	DO NOT intend to comply with IC	CE's request.
You will promptly receive a separate notice if your attorney or another person that you choo including phone number and/or email, for you	ose if we notify ICE of your release	e. Please provide contact information.
		i i da i hida waa ka magaa aday ta q
Served by : Si WILLIS ID #	: <u>873</u> Date:	4-16-18
Name of Detained Individual:	and the second se	
Name of Attorney or Designee:		
Email for Attorney or Designee:		
Phone Number for Attorney or Designee:		

DEPARTMENT OF HOMELAND SECURITY U.S. Immigration and Customs Enforcement

WARRANT OF REMOVAL/DEPORTATION

Subject ID: 36111

To any immigration officer of the United States Department of Homeland Security:

	(F	ull name of allen)		
who entered the United States at	Unknown Place		on	Unknown Date
	(Plac	e of entry)		(Date of entry)
is subject to removal/deportation fr	om the United State	s, based upon a final orde	or by	
an immigration judge	in exclusion, deport	ation, or removal proceed	inda	ĩ
a designated official	•			
the Board of Immigra	tion Appeals			
a United States Distri	ct or Magistrate Cou	irt Judge		
and pursuant to the following provis 241 (=) (5)	alons of the Immigra	tion and Netionality Act		
	*			

I, the undersigned officer of the United States, by virtue of the power and authority vested in the Secretary of Homeland Security under the laws of the United States and by his or her direction, command you to take into custody and remove from the United States the above-named alien, pursuant to law, at the expense of: Salaries and Expenses, Department of Homeland Security 2018

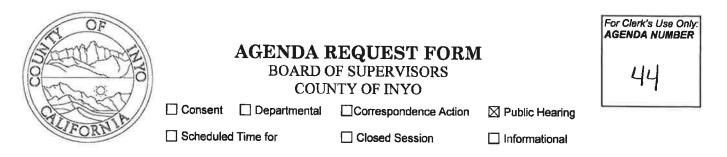
5000 DAVID INNINGS (Signature of immigration officer) A CONTRACT (UN) 17.70% A + 4 Sim. 1.00 Field Office Director (Title of immigration officer) April 16, 2018, San Francisco, Ch

(Date and office location)

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	- 	-	
	Photograph of allen removed	Right index fingerpr	int
	-		
	Signature of allen being fingerprinted)		
(Signatu	re and title of immigration officer taking		
		Prady	
parture witness		nd title of immigration officer)	
	is not witnessed, fully identify source	e or means of verification of departure:	
ctual departure			

ICSO BOOKING



FROM: Nathan Reade, Agricultural Commissioner/Director of Weights and Measures, Alisha McMurtrie, Treasurer/Tax Collector

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Second Reading, Public Hearing, and possible approval of Proposed Ordinance to Amend Inyo County Code Section 3.50.040.

DEPARTMENTAL RECOMMENDATION:

Request Board A) conduct a public hearing on a proposed ordinance titled "AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 3.50.040 OF THE INYO COUNTY CODE" and B) approve the ordinance.

<u>CAO RECOMMENDATION:</u> SUMMARY DISCUSSION:

During a workshop held on March 19, 2019, your board provided direction to staff regarding proposed amendments to Inyo County Code chapter 3.50.040. Staff subsequently assembled an ordinance to amend the definitions of "cannabis" and "cannabis products" in chapter 3.50.040 consistent with this direction, which is included with this item (see attached). This change is meant to provide consistency with the rest of Inyo County code and state regulations, and does not expand the taxing authority of Chapter 3.50, which would require voter approval.

This item provides for a public hearing as well as the opportunity for your board to approve this ordinance. This same ordinance was previously introduced at the April 16, 2019 board meeting.

ALTERNATIVES:

Your board could direct staff to return with an ordinance based on further recommendations, or choose to not move forward with any code changes.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Costs for this item are limited to staff time.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: Date 04/05/019
DEPARTMENT HEA	D SIGNATURE

9/26/19

Date:

1115

(Not to be signed until all approvals are received)

ORDINANCE 1241

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 3.50.040 OF THE INYO COUNTY CODE.

WHEREAS, The State of California legalized the recreational use of cannabis and subsequently consolidated laws applicable to recreational use with those for medical use in the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA); and,

WHEREAS, the voters of Inyo County approved a measure during the November 8, 2016 general election enacting ordinance 1202 imposing a tax on commercial cannabis activity; and,

WHEREAS, Chapter 3.50 was added to the Inyo County code, providing regulations pertaining to the taxation of commercial cannabis activity; and,

WHEREAS, State of California laws pertaining to commercial cannabis activities have been revised since enactment of Inyo County Code Chapter 3.50, requiring some amendments to Chapter 3.50 to ensure alignment and consistency with state law; and,

WHEREAS, Additional amendments to Chapter 3.50 are recommended by county staff before additional licensing application windows open.

NOW, THEREFORE, the Board of Supervisors, County of Inyo, ordains as follows:

SECTION I: Section 3.50.040 of the Inyo County Code is hereby amended in its entirety to read as follows:

"3.50.040 Definitions.

The following words and phrases shall have the meanings set forth below when used in this chapter:

"Business" shall include all activities engaged in or caused to be engaged in within the unincorporated area of the county, including any commercial or industrial enterprise, trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain or profit, but shall not include the services rendered by an employee to his or her employer.

"Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderails, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant; its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, or any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except for the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. Cannabis does not include industrial hemp as defined by California Health and Safety Code section 11018.5(a), as may be amended.

"Cannabis product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

"Canopy" means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether contiguous or noncontiguous on any one site. The plant canopy does not need to be continuous on any premises in determining the total square footage.

"Commercial cannabis business" means any commercial business activity relating to cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, and selling (wholesale and/or retail sales) of cannabis and any ancillary products and accessories in the unincorporated area of the county, whether or not carried on for gain or profit.

"Cannabis business tax," "business tax," or "commercial cannabis tax" means the tax due pursuant to this chapter for engaging in commercial cannabis business in the unincorporated area of the county.

"Commercial cannabis cultivation" means cultivation conducted by, for, or as part of a commercial cannabis business.

"County permit" means a license or permit issued by the county to a person to authorize that person to operate or engage in a commercial cannabis business. The term "county permit" includes a commercial medical cannabis permit issued pursuant to any chapter of the Inyo County Code which may be adopted or amended from time to time which authorizes any cannabis regulatory activity, and if nonmedical marijuana business becomes legal under state law, the term "county permit" includes such permit as the county may require to operate or engage in nonmedical commercial cannabis business.

"Cultivation" means the activity involving the planning, growing, harvesting, drying, curing, grading, or trimming of cannabis.

"Delivery" means the commercial transfer of cannabis or cannabis products from a dispensary.

"Dispensary" means a facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers cannabis and cannabis products as part of a retail sale.

"Distributor" or "distribution" or "distribution facility" means a person or facility involved in the procurement, sale, and/or transport of cannabis and cannabis products between permitted or licensed entities.

"Employee" means each and every person engaged in the operation or conduct of any business, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and each and every other person employed or working in such business for a wage, salary, commission, barter or any other form of compensation.

"Engaged in business" means the commencing, conducting, operating, managing or carrying on of a cannabis business and the exercise of corporate or franchise powers, whether done as owner, or by means of an officer, agent, manager, employee, or otherwise, whether operating from a fixed location in the unincorporated area of the county or coming into the unincorporated areas of the county from an outside location to engage in such activities. A person shall be deemed engaged in business with the county if some or all of the following apply:

1. Such person or person's employee maintains a place of business within unincorporated area of the county for the benefit or partial benefit of such person;

2. Such person or person's employee owns or leases real property within the unincorporated area of the county for business purposes;

3. Such person or person's employee regularly maintains a stock of tangible personal property in the unincorporated area of the county for sale in the ordinary course of business;

4. Such person or person's employee regularly conducts solicitation of business within the unincorporated area of the county;

5. Such person or person's employee performs work or renders services in the unincorporated area of the county; and

6. Such person or person's employee utilizes the streets within the unincorporated area of the county in connection with the operation of motor vehicles for business purposes.

The foregoing specified activities shall not be a limitation on the meaning of "engaged in business."

"Evidence of doing business" means evidence such as, without limitation, use of signs, circulars, cards or any other advertising media, including the use of internet or telephone solicitation, or representation to a government agency or to the public that such person is engaged in a cannabis business in the unincorporated area of the county.

"Fiscal year" means July 1st through June 30th of the following calendar year.

"Gross receipts," except as otherwise specifically provided, means the total amount actually received or receivable for mall sales; the total amount or compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares or merchandise; discounts, rents, royalties, fees, commissions, dividends, and gains realized from trading in stocks or bonds, however designated. Included in "gross receipts" shall be all receipts, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

1. Cash discounts where allowed and taken on sales;

2. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;

3. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;

4. Receipts from investments where the holder of the investment receives only interest and/or dividends, royalties, annuities and gains from the sale or exchange of stock or securities solely for a person's own account, not derived in the ordinary course of a business;

5. Receipts derived from the occasional sale of used, obsolete or surplus trace fixtures, machinery or other equipment used by the taxpayer in the regular course of the taxpayer's business;

6. Cash value of sales, trades or transactions between departments or units of the same business;

7. Whenever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a subsequent year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as uncollectible are subsequently collected they shall be included in the amount of gross receipts for the period when they are recovered;

8. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar;

9. Amounts collected for others where the business is acting as an agent or trustee and to the extent that such amounts are paid to those for whom collected. These agents or trustees must provide the finance department with the names and the addresses of the others and the amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustees.

"Growing cycle" means the life of cannabis plant grown from seed, clone or start to maturity, at which point the plant is harvested for flower or byproducts to dry, cure grade, trim or package for retail or wholesale.

"Manufacturer" means a person that conducts the production, preparation, propagation, or compounding of cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis at a location that packages or repackages cannabis or cannabis products or labels or relabels its container, that holds a valid county permit.

"Nursery" means a person that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis.

"Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, cooperative, or any other group or combination acting

as a unit, whether organized as a nonprofit or for-profit entity, and includes the plural as well as the singular number.

"Personal medical cannabis cultivation" means cultivation by a qualified patient who cultivates one hundred square feet total canopy area or less of cannabis exclusively for his or her personal medical use but who does not provide, donate, sell, or distribute cannabis to any other person. "Personal medical cannabis cultivation" also includes cultivation by a primary caregiver who cultivates one hundred square feed total canopy area or less of cannabis exclusively for homore than five specified qualified patients for whom he or she is the primary caregiver, but who does not receive remuneration for these activities except for compensation in full compliance with Section 11362.765(c) of the California Health and Safety Code, as it may be amended.

"Personal use" shall be defined as provided by state law applicable to use of cannabis, if any, as the same may be amended from time to time.

"Sale" means and includes any sale, exchange, or barter.

"State" means the state of California.

"State license," "license," or "registration" means a state license issued pursuant to California Business and Professions Code Section 19300, et seq. or other applicable state law.

"Testing laboratory" means a facility, entity, or site in the state that offers or performs testing of cannabis or cannabis product and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in the cannabis industry in the state; and

2. Registered with the California State Department of Public Health.

"Transport" means the transfer of cannabis or cannabis products from the permitted business location of one permittee or licensee to the permitted business location of another permittee or licensee, for the purposes of conducting commercial cannabis activity authorized pursuant to state law.

"Transporter" means a person issued all required state and county permits to transport cannabis or cannabis products between permitted facilities.

"Treasurer-tax collector" means the treasurer-tax collector of the county of Inyo, his or her deputies or any other county officer charged with the administration of the provisions of this chapter.

SECTION II: SEVERABILITY.

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

SECTION III: EFFECTIVE DATE.

This ordinace shall take effect and be in full force and effect, except as herein limited, thirty (30) days after its adoption. Before the expiration of fiftenn (15) days from the adoption hereof, this ordinance shall be published as required by Government Code section 25124. The Clerk of the Board is hereby instructed to so publish the ordinance together with the names of the Board members voting for and against the same.

PASSED AND ADOPTED THIS 7TH DAY OF MAY, 2019.

AYES: NOES: ABSTAIN: ABSENT:

> Rick Pucci, Chairperson Inyo County Board of Supervisors

> > х.

ATTEST Clint Quilter Clerk of the Board

By:_____

A OF			<i>p</i>		For Clerk's Use Only: AGENDA NUMBER
	AGENDA REQUEST FORM BOARD OF SUPERVISORS COUNTY OF INYO			45	
	Consent	Departmental	Correspondence Action	Public Hearing	1]
FORME	Scheduled Time for		Closed Session	Informational	

FROM: Nathan Reade, Agricultural Commissioner/Director of Weights and Measures

FOR THE BOARD MEETING OF: May 7, 2019

SUBJECT: Second Reading, Public Hearing, and Possible Approval of Proposed Ordinance to Amend Inyo County Code Section 5.40

DEPARTMENTAL RECOMMENDATION:

Request Board A) conduct a public hearing on a proposed ordinance titled "AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTIONS 5.40.020, 5.40.060, 5.40.070, 5.40.080, 5.40.090, 5.40.140, AND 5.40.150 OF THE INYO COUNTY CODE" and B) approve the ordinance.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

During a workshop held on March 19, 2019, your board provided direction to staff regarding proposed amendments to Inyo County Code chapter 5.40. Staff subsequently assembled an ordinance to amend chapter 5.40 consistent with this direction, which is included with this item (see attached).

This item provides for a public hearing as well as the opportunity for your board to approve this ordinance. This same ordinance was previously introduced at the April 16, 2019 board meeting.

ALTERNATIVES:

Your board could direct staff to return with an ordinance based on further recommendations, or choose to not move forward with any code changes.

<u>OTHER AGENCY INVOLVEMENT:</u> FINANCING:

Costs for this item are limited to staff time.

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

9-26-19 Date:

ORDINANCE 1242

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTIONS 5.40.020, 5.40.060, 5.40.070, 5.40.080, 5.40.090, 5.40.140, AND 5.40.150 OF THE INYO COUNTY CODE.

WHEREAS, The State of California legalized the recreational use of cannabis and subsequently consolidated laws applicable to recreational use with those for medical use in the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA); and,

WHEREAS, the MAUCRSA preserves that authorities of local public agencies to regulate commercial cannabis activity more stringently than required by state law; and,

WHEREAS, The Inyo County Board of Supervisors approved the enactment of Chapter 5.40 to the Inyo County Code; and,

WHEREAS, State of California laws pertaining to commercial cannabis activities have been revised since enactment of Inyo County Code Chapter 5.40, requiring some amendments to Chapter 5.40 to ensure alignment and consistency with state law; and,

WHEREAS, Additional amendments to Chapter 5.40 are recommended by county staff before additional licensing application windows open.

NOW, THEREFORE, the Board of Supervisors, County of Inyo, ordains as follows:

SECTION I: Section 5.40.020 of the Inyo County Code is hereby amended in its entirety to read as follows:

"5.40.020 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings set forth below when used in this chapter:

"Applicant" means the individual, partnership, association, limited liability company, or corporation that has applied for, but not yet obtained a Commercial Cannabis Business License to operate and conduct a business for which a Commercial Cannabis Business License is required pursuant to the provisions of this chapter.

"Application" means a written request submitted to the County Commercial Cannabis Permit Office for any license required by this chapter.

"Business" means all activities engaged in or caused to be engaged within the unincorporated area of the County, and includes professions, trades, vocations, enterprises, establishments, occupations, and all and every kind of calling, any of which are conducted or carried on for the purpose of earning in whole or in part a profit or livelihood, whether or not a profit of livelihood actually is earned thereby, whether paid in money, goods, labor, or otherwise. A business shall also include a person as herein defined, but shall not include the services rendered by an employee to his or her employer. "Business" also means the soliciting of orders and the delivery of goods at either a fixed physical location and/or those that are operated on a mobile basis.

"Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderails, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant; its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, or any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except for the resin extracted therefrom), fiber, oil, or cake, or the sterilized

seed of the plant which is incapable of germination. Cannabis does not include industrial hemp as defined by California Health and Safety Code section 11018.5(a), as may be amended.

"Cannabis product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

"Canopy" means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether contiguous or noncontiguous on any one site. The plant canopy does not need to be continuous on any premise in determining the total square footage.

"Commercial cannabis business" means any business activity relating to cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, and selling (wholesale and/or retail sales) of cannabis and any ancillary products and accessories in the unincorporated area of the County, whether or not carried on for gain or profit.

"Commercial cannabis business license" means the license issued pursuant to this chapter, which is required for all commercial cannabis business that is taxed pursuant to Inyo County Code Chapter 3.50 and California Revenue and Taxation Section 7284, and independent of any Conditional Use Permit that may be required to conduct a commercial cannabis business at a specific location. The word "license" is interchangeable with the word "permit."

"County Commercial Cannabis Permit Office" or "C3PO" means the Office of the Agricultural Commissioner of the County of Inyo, his or her deputies, or any other County officer charged with the administration of the provisions of this chapter unless otherwise designated by resolution of the Inyo County Board of Supervisors.

"Fixed place of business" means any establishment, store, office or central place for carrying on regular activities.

"Indoor" means within a fully enclosed permanent building (e.g., not a "hoop house") constructed in such a manner that does not allow perceptible odor to escape to the exterior of the structure.

"Operator" means any person who is operating and conducting, or intends to operate and conduct, a commercial cannabis business for which a license is required pursuant to the provisions of this chapter.

"Premises" means the designated structure or structures and/or land specified in the application for a commercial cannabis business license that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis business will be or is conducted. A premises is not necessarily a parcel and one or more licenses may be required or issued per parcel. A premises cannot span across multiple parcels.

"Person" means and includes an individual, partnership, corporation, limited liability company, firm, joint-venture, estate, trust, business trust, receiver, syndicate, association, cooperative or any other group or combination acting as a unit; when the terms used in this Section designate the principal, the same means and includes the clerk, agents, servants, representatives, and employees or such principals, it being the intent of this Chapter to license the business and not separate or individual acts or activities which constitute integral or related parts of the business except as otherwise provided in this Chapter."

SECTION II. Section 5.40.060 of the Inyo County Code is hereby amended in its entirety to read as follows:

"5.40.060 Procurement, term, and renewal.

A. The Commercial Cannabis Business License required by this chapter shall be procured prior to the commencement of business or, if the business is in operation and a license possessed, shall be renewed annually and prior to the expiration of such license in order for the license to remain valid.

- B. All Commercial Cannabis Business Licenses are subject to an annual renewal. The renewal period shall begin May 1 and end July 1 of each year. The C3PO shall inform each Commercial Cannabis Business License holder of the requirements of the requirements to renew their license.
- C. As part of the annual renewal process, the County, acting through the Board of Supervisors at a public hearing noticed at least 10-days in advance, may:
 - 1. Amend the general conditions on Commercial Cannabis Business Licenses to impose additional general conditions based on relevant information brought to the County's attention in the preceding twelve months. If appropriate in the County's sole discretion, the County may specify a time period within which the Operator must comply with such additional conditions.
 - 2. Amend a specific Commercial Cannabis Business Licenses to apply additional specific conditions based on relevant information brought to the County's attention in the preceding twelve months. If appropriate in the County's sole discretion, the County may specify a time period within which the Operator must comply with such additional conditions.
- D. Operators who fail to annually renew their Commercial Cannabis Business License prior to July 1 each year will be required to submit a new application, obtain all appropriate approvals, and pay the application and license fees in addition to any previous penalties due."

SECTION III. Section 5.40.070 of the Inyo County Code is hereby amended in its entirety to read as follows:

"5.40.070 – Limitation on number of licenses available.

- A. The number of Commercial Cannabis Business Licenses available for each class of commercial cannabis activity, as set forth in Inyo County Code Section 18.06.182, shall be limited by zone as described below, and as shown for convenience purposes on the maps attached herewith as Exhibit 1. Any amendment of this Ordinance further limiting the number of Commercial Cannabis Business Licenses available shall not result in the revocation of any Commercial Cannabis Business License existing and in good standing at the time of such a reduction. The number of available licenses shall be as set forth below, provided however that only one license-classification per parcel shall count toward the applicable limit:
 - 1. Zone 1 shall be comprised of the First Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance and the unincorporated Inyo County portion of the Second Supervisorial District encompassing Tu Su Lane on the <u>west</u>, Early Pond on the south and See Vee Lane on the <u>east</u>, as that supervisorial district existed at the time of enactment of this Ordinance. The Commercial Cannabis Business Licenses available in Zone 1 shall be as follows:
 - a. Cultivation Licenses: 2
 - b.Classification 6 Manufacturing Level 1: 1
 - c. Classification 7 Manufacturing Level 2: 0
 - d.Classification 8 Testing Laboratory: 1
 - e. Classification 10 Retailer: 2
 - f. Classification 11 Distributor: 1
 - g.Classification 12 Microbusiness: 1
 - 2. Zone 2 shall be comprised of the Second Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, excluding the unincorporated Inyo County portion of the Second Supervisorial District encompassing Tu Su Lane on the <u>west</u>, Early Pond on the south and See Vee Lane on

the <u>east</u>, which shall be assigned to Zone 1 above. The Commercial Cannabis Business Licenses available in Zone 2 shall be as follows:

- a. Cultivation Licenses: $\underline{2}$
- b.Classification 6 Manufacturing Level 1: <u>Combined with</u> <u>Classification 7, 2 total</u>
- c. Classification 7 Manufacturing Level 2: <u>Combined with</u> <u>Classification 6, 2 total</u>
- d.Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 1
- g.Classification 12 Microbusiness: 1
- 3. Zone 3 shall be comprised of the Third Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance. The Commercial Cannabis Business Licenses available in Zone 3 shall be as follows:
 - a. Cultivation Licenses: 0
 - b.Classification 6 Manufacturing Level 1: 0
 - c. Classification 7 Manufacturing Level 2: 0
 - d.Classification 8 Testing Laboratory: 0
 - e. Classification 10 Retailer: 0
 - f. Classification 11 Distributor: 0
 - g. Classification 12 Microbusiness: 0
- 4. Zone 4 shall be comprised of the Fourth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance. The Commercial Cannabis Business Licenses available in Zone 4 shall be as follows:

a. Cultivation Licenses: 2

- b.Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d.Classification 8 Testing Laboratory: 0
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 1
- g. Classification 12 Microbusiness: 1
- 5. 5A. Zone 5A shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the Fourth Supervisorial District; on the east, from Owenyo Lone Pine Road and Dolomite Loop Road to Highway 136 between Owenyo Lone Pine Road and Highway 395; and Highway 395 south to the intersection of Cottonwood Creek Road; on the south, westward from Cottonwood Creek Road, along Cottonwood Creek, to Horseshoe Meadows Road. to the end of Horseshoe Meadows

Road and due west approximately 2.6-miles to the County line. The Commercial Cannabis Business Licenses available in Zone 5A shall be as follows:

a. Cultivation Licenses: 2

- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 1
- f. Classification 11 Distributor: 1
- g. Classification 12 Microbusiness: 1

5B. Zone 5B shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the southern boundary of Zone 5A extending to 2.5-miles due east of the junction of Cottonwood Creek Road and Highway 395; on the east, from 2.5-miles due east of the junction of Cottonwood Creek Road and Highway 395 and extending south, along a line 2.5-miles east and parallel to Highway 395, to the northern boundary of Zone 5C, also being the southern line of Township 19 South M.D.B & M, approximately 2.5 miles from Highway 395; on the south, westward from the northern boundary of Zone 5C approximately 2.5 miles from Highway 395 to the County line; and, on the west the County line to the southern boundary of Zone 5A. The Commercial Cannabis Business Licenses available in Zone 5B shall be as follows:

- a. Cultivation Licenses: 0
- b. Classification 6 Manufacturing Level 1: 0
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 0
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 0
- g. Classification 12 Microbusiness: 0

5C. Zone 5C shall be comprised of the area Within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the southern boundary of Zone 5B, also being the southern line of Township 19 South M.D.B & M, and extended along the southern boundary of Zone 5D approximately 5-miles; on the east, the western boundary of the China Lake Naval Weapons Station; on the south, the County line; and, on the west, the County line to the boundary of Zone 5B. The Commercial Cannabis Business Licenses available in Zone 5C shall be as follows:

- a. Cultivation Licenses: 5
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 2
- f. Classification 11 Distributor: 1

g. Classification 12 Microbusiness: 3

5D. Zone 5D shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the intersection of Owenyo Lone Pine Road and the boundary of the Fourth Supervisorial District east along the boundary of the Fourth Supervisorial District to the western boundary of Death Valley National Park; on the east, southward along the western boundary of Death Valley National Park to its intersection with Old Toll Road south to Ophir Road, and continuing south on Ophir Road to the northern boundary of the China Lake Naval Weapons Station, also being the southern line of Township 19 South M.D.B & M; on the south, the northern boundary of the China Lake Naval Weapons Station, also being the southern line of Township 19 South M.D.B & M, extending due west to the northeast corner of Zone 5C and extending 5-miles west along the northern boundary of Zone 5C, also being the southern line of Township 19 South M.D.B & M, to a point 2.5-miles east of Highway 395; and, on the west, 2.5-miles east of Highway 395 and extending north, along a line 2.5-miles east and parallel to Highway 395 until a point 2.5-miles due west of the junction of Cottonwood Creek Road and Highway 395; and north following Highway 395 to the junction of Highway 395 and Highway 136 and following Highway 136 east to Dolomite Loop Rd, and following Dolomite Loop Rd. north to Owenyo Lone Pine Rd. and following Owenyo Lone Pine Rd to the southern boundary of District 4. The Commercial Cannabis Business Licenses available in Zone 5D shall be as follows:

- a. Cultivation Licenses: $\underline{2}$
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 0
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 1
- g. Classification 12 Microbusiness: 1

5E. Zone 5E shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north and the east, the western boundary of Death Valley National Park; on the south, the County line; and, on the west the eastern boundary of the China Lake Naval Weapons Station to the south boundary of Zone 5D; and on the north, the north boundary of China Lake Naval Weapons Station east to Ophir Road and north along Old Ophir Road to the intersection with the boundary of Death Valley National Park. The Commercial Cannabis Business Licenses available in Zone 5E shall be as follows:

- a. Cultivation Licenses: 5
- b. Classification 6 Manufacturing Level 1: 2
- c. Classification 7 Manufacturing Level 2: 1
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 1
- f. Classification 11 Distributor: 2
- g. Classification 12 Microbusiness: 1

5F. Zone 5F shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north; by the southern boundary of Zone 4; and on the east, the Nevada State line south to the northern crest of the Nopah mountain range and south along the crest of the Nopah mountain range to the County line; and on the south, the County line to the western boundary of Death Valley National Park; and, on the west, the western boundary of Death Valley National Park to the southern boundary of Zone 4. The Commercial Cannabis Business Licenses available in Zone 5F shall be as follows:

a. Cultivation Licenses: 10

b. Classification 6 Manufacturing Level 1: <u>Combined with</u> <u>Classification 7, 5 total</u>

c. Classification 7 Manufacturing Level 2: <u>Combined with</u> <u>Classification 6, 5 total</u>

- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 1
- f. Classification 11 Distributor: $\underline{2}$
- g. Classification 12 Microbusiness: 2

5G. Zone 5G shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north and east, the intersection of northern crest of the Nopah mountain range and the Nevada State line south along the State line to the Inyo County line; on the south, the County line to the boundary of Zone 5F; and, on the west, the crest of the Nopah mountain range northward to the intersection with the Nevada State line. The Commercial Cannabis Business Licenses available in Zone 5G shall be as follows:

a. Cultivation Licenses:

1. $\underline{4}$ for cultivation activities of 5,000 square feet or less; and

2. <u>11</u> for cultivation activities including those greater than 5,000 square feet.

b. Classification 6 Manufacturing Level 1: <u>Combined with</u> <u>Classification 7, 6 total</u>

c. Classification 7 Manufacturing Level 2: <u>Combined with</u> <u>Classification 6, 6 total</u>

- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 1
- f. Classification 11 Distributor: 2
- g. Classification 12 Microbusiness: 6
- B. Issuance of Commercial Cannabis Business Licenses for commercial cannabis business activities subject to the provisions of this Chapter but not subject to the County's land use regulations or definitions set forth in Inyo County Code Section 18.06.182, may be considered on an individual basis unless limited by amendments to this Chapter.

C. The Board of Supervisors may reduce the number of classification(s) of Commercial Cannabis Business Licenses available in a specific zone following the County's ordinance amendment process. Any amendment to this ordinance reducing the number of Commercial Cannabis Business Licenses available shall not result in the revocation of any Commercial Cannabis Business License existing and in good standing at the time of such a reduction. If, however, the numbers of a classification of Commercial Cannabis Business License are reduced in a given zone, all existing licensees in any such zone must re-apply for a Commercial Cannabis Business License during the renewal period for that year, or if already passed the following year, pursuant to section 5.40.090. Id necessary and appropriate in the County's sole discretion, the County may grant a temporary extension to any affected existing license to prevent it from expiring during the application process specified by section 5.40.090."

SECTION IV. Section 5.40.080 of the Inyo County Code is hereby amended in its entirety to read as follows:

"5.40.080 – Form of application.

- A. The C3PO shall create a standard application consistent with requirements of this section. The application shall become part of the record for any directly related hearing subsequently conducted to consider an application for a Conditional Use Permit required by Title 18 of this Code.
- B. The applicant for the Commercial Cannabis Business License required by this chapter shall be the operator of the business.
- C. Every application for a Commercial Cannabis Business License and/or renewal required by this chapter shall be signed by the applicant under penalty of perjury on a form required for such application and shall include, but is not limited to, the following information:
 - 1. The name and mailing address of the applicant and the names of all other persons having an ownership interest in the applicant applying for a license. If the applicant is not a natural person: the entity's address for its principal place of business and the name and mailing address of an officer who is duly authorized to accept the service of legal process;
 - 2. Contact information for the operator, including telephone number, e-mail address, and mailing address where the operator can be reached at any time if an emergency or code compliance issue arises;
 - 3. The name under which the operator will be doing business;
 - 4. The exact nature of the commercial cannabis business;
 - 5. The exact location of the commercial cannabis business including the Assessor's Parcel Number(s) and street address or the route or territory to be covered if no fixed place of business;
 - 6. The name and address of the owner of the property where the commercial cannabis business is located;
 - 7. The name and address of the lessor and/or lessees, if different from the owner of the property where the commercial cannabis business is located, if the location of the business is based on a lease or option to lease the location;
 - 8. Such other information as the C3PO may request in order to evaluate and process the application for a business license."

SECTION V. Section 5.40.090 of the Inyo County Code is hereby amended in its entirety to read as follows:

"5.40.090 – License review and issuance process.

A. It is the intent of the County to consider applications for Commercial Cannabis Business Licenses required by this chapter pursuant to a competitive process.

- B. All applications for a Commercial Cannabis Business License shall be filed with the C3PO after payment of any required fees established by Resolution of the Board.
- C. Whenever there exists an available Commercial Cannabis Business License(s), but no sooner than January 1, 2018, the C3PO shall issue a notice of available Commercial Cannabis Business License(s) and a request for applications therefor. Said notice shall specify how applications shall be submitted, the deadline for submitting applications, and the scoring criteria utilized for ranking the applications. The C3PO shall allow at least 60 calendar days for applications to be submitted after issuance of the notice of availability.
- D. Initial Application Evaluation.
 - 1. The C3PO shall conduct an initial review of all Applications and reject any Application that meets any of the following criteria:
 - a. The Application is incomplete.
 - b. The required fees have not been paid.
 - c. The applicant has knowingly made a false statement of material fact or has knowingly omitted a material fact from the Application.
 - d. The proposed commercial cannabis business at the proposed location is not allowed as a conditional use or is otherwise prohibited by any state or local law or regulation.
 - e. Any person who is listed in the Application as required by this chapter has been convicted of a felony within the past three (3) years. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
 - f. Any person who is listed in the Application as required by this chapter is delinquent in the payment of any applicable County taxes or fees.
 - g. Any person who is listed in the Application as required by this chapter is then in violation of any County Code.
 - 2. First Rejection.
 - a. If the C3PO rejects an Application, the Office shall specify in writing the reasons for the decision and, except for an application that was previously rejected for any of the same reason(s), notify the applicant that the decision shall become final unless the applicant files an amended application within fourteen (14) business days of the date that the applicant received the rejection notice via certified mail. Only one amended application shall be allowed per review period. If, after 30 calendar days from the mailing of the letter of first rejection no delivery confirmation has been obtained, the application will receive a final score based on the information contained in the initial application submission.
 - 3. Second Rejection.
 - a. If the C3PO rejects an Application for a second time for any of the same reasons forming the basis of a prior rejection, the notice of rejection shall specify in writing the reasons for the decision and the right of the applicant to file an appeal pursuant to section 5.40.150(A).
 - 4. Upon close of the initial review period, all Applications that are not rejected shall proceed to the Application Scoring Evaluation.
- E. Application Scoring Evaluation.
 - 1. The C3PO shall develop detailed objective review criteria for evaluation of competing Applications, which shall be scored on a point system or equivalent quantitative evaluation scale tied to each set of review criteria ("Review Criteria"). At a minimum, said Review

Criteria shall include but may not be limited to the following considerations or combinations thereof:

- a. Adequacy of the security plan taking into consideration the Sheriff's evaluation of said plan;
- b. Adequacy of the operating plan;
- c. Appropriateness of site location;
- d. Proposed measures to mitigate potential negative impacts to the community including but not limited to police and fire community safety considerations;
- e. Environmental considerations including water sources;
- f. Residency considerations, including: operator residing within the County; hiring preferences for residents of unincorporated Inyo County; and, wages proposed to be paid to employees.
- g. Community Benefit Plan, including but not limited to identification of a designated community liaison, and identified support for school-related and community-based organizations; and,
- h. Any prior or existing operation of a commercial cannabis business subject to this chapter, with those conducted in good standing to receive a ten percent increase in total score and those not conducted in good standing to receive a ten percent decrease in total score.
- 2. The C3PO may conduct the Application Scoring Evaluation through a committee of County staff representing appropriate departments, other local agencies, and/or through use of a third party consultant.
- 3. After Applications are scored, the C3PO shall provide the results of Application Scoring Evaluation to the Board of Supervisors for its consideration along with any recommendations for which Application(s) to approve, and the reasons therefor.
- F. The Board of Supervisors' consideration of applications for a Commercial Cannabis Business License, and any approval of such license will occur at a public hearing for which a public notice had been published 14-days in advance.
- G. The Board of Supervisors shall have the authority to determine, in its sole discretion, the competing applications that will be approved for a Commercial Cannabis Business License. In making its decision, the Board may adjust the results of the Application Scoring Evaluation. The decision of the Board of Supervisors is final and not subject to further administrative appeal.
- H. An application for a Commercial Cannabis Business License must achieve a score of at least 80% of the total possible points on the final Application Scoring Approval Evaluation approved by the Board of Supervisors in order to be awarded a Commercial Cannabis Business License.
- I. Upon the Board of Supervisors approving issuance of a Commercial Cannabis Business License, the C3PO shall provide the license to the applicant with 30 days of any conditions that may apply being met, and will be responsible for administering and enforcing the license terms and conditions. The Commercial Cannabis Business License shall be in the form prescribed by the Commercial Cannabis Business Permit Office and must contain, at a minimum, the licensee's name, the business name, the license classification, the location of the business operation, and the commencement and expiration dates of the license.
- J. Commercial Cannabis Business Licenses shall be conditionally issued contingent on applicant obtaining all applicable permits and licenses required by the County and/or State of California, and presenting same to the C3PO, within six (6) months of issuance of a Commercial Cannabis Business Licenses. Commercial Cannabis Business Licenses shall be void if the applicable State license(s) or permit(s), or local land use approvals, are not presented to the C3PO within six (6) months unless the C3PO agrees, in writing, to extend to deadline for obtaining and submitting the State permit(s) or

license(s) for a period not to exceed an additional six (6) months. Any additional extension shall require the approval of the Board of Supervisors.

- K. Commercial Cannabis Business Licenses shall be conditionally issued contingent on the applicant remaining current on payment of all County fees and taxes, and compliance with all County regulations.
- L. Every licensee having a fixed place of business shall display the valid license in a conspicuous place in such place of business. Every licensee not having a fixed place of business shall carry such license on their person at all times during any actions related to the conduct of carrying on the licensed commercial cannabis business activity, and shall exhibit it, whenever requested, to any person."

SECTION VI. Section 5.40.140 of the Inyo County Code is hereby amended in its entirety to read as follows:

"5.40.140 - Grounds for revocation.

- A. Any of the following shall be grounds for revocation of a Commercial Cannabis Business License:
 - 1. Violation of any conditions of the license;
 - 2. Violation of any provisions of this chapter or other applicable County regulations;
 - 3. Failure to pay fees or taxes, including those imposed by Chapter 3.50, or fines or penalties associated with said business when due and payable;
 - 4. Failure to obtain any other license or permit required by State law or County regulation to conduct the business, or such other required licenses or permits have been suspended or revoked.
 - 5. The conviction of any person who is listed in the application as required by this chapter of a felony while holding a Commercial Cannabis Business License during the previous three years. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
- B. Notwithstanding any provision in the Inyo County Code to the contrary, if the C3PO intends to revoke a Commercial Cannabis Business License, the C3PO or any other County officer charged with the administration of the provisions of this Chapter shall specify in writing the reasons for the decision and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to Section 5.40.150. The notice shall specify whether the revocation is immediately imposed for public health or safety reasons or shall be effective following the hearing. The notice of the decision shall be served or mailed to the applicant at the address indicated on the application.
- C. No person may secure any Commercial Cannabis Business License if that person has had any license issued under this Chapter revoked within the preceding six months."

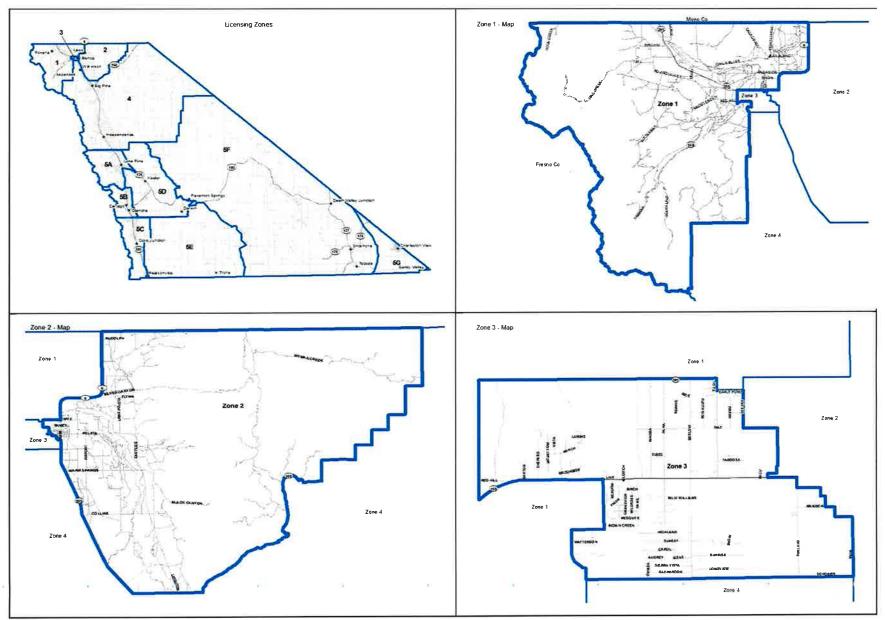
SECTION VII. Section 5.40.150 of the Inyo County Code is hereby amended in its entirety to read as follows:

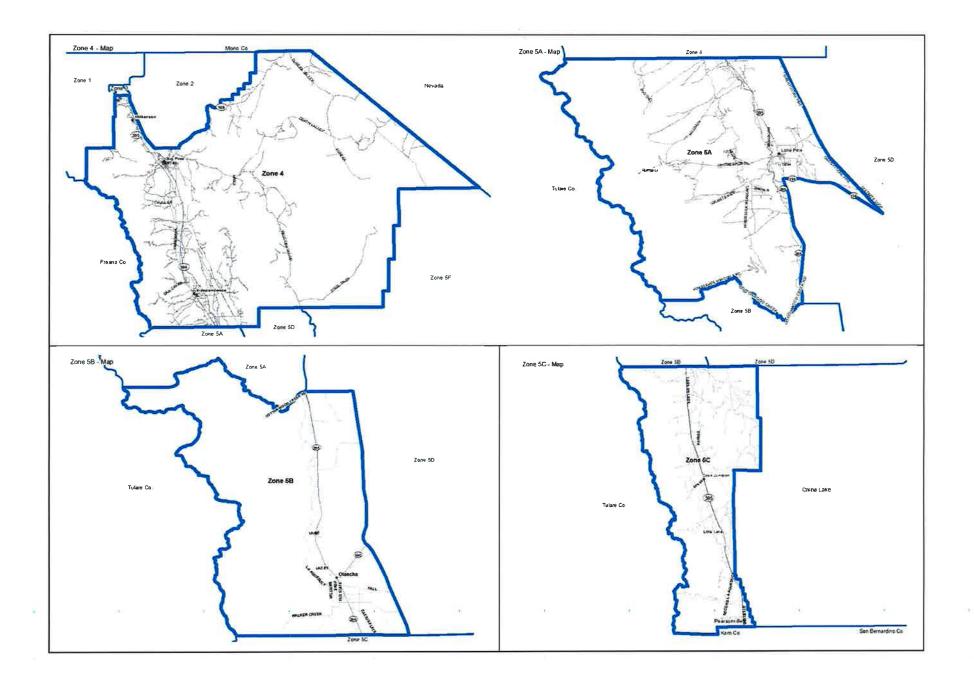
"5.40.150 - Appeal.

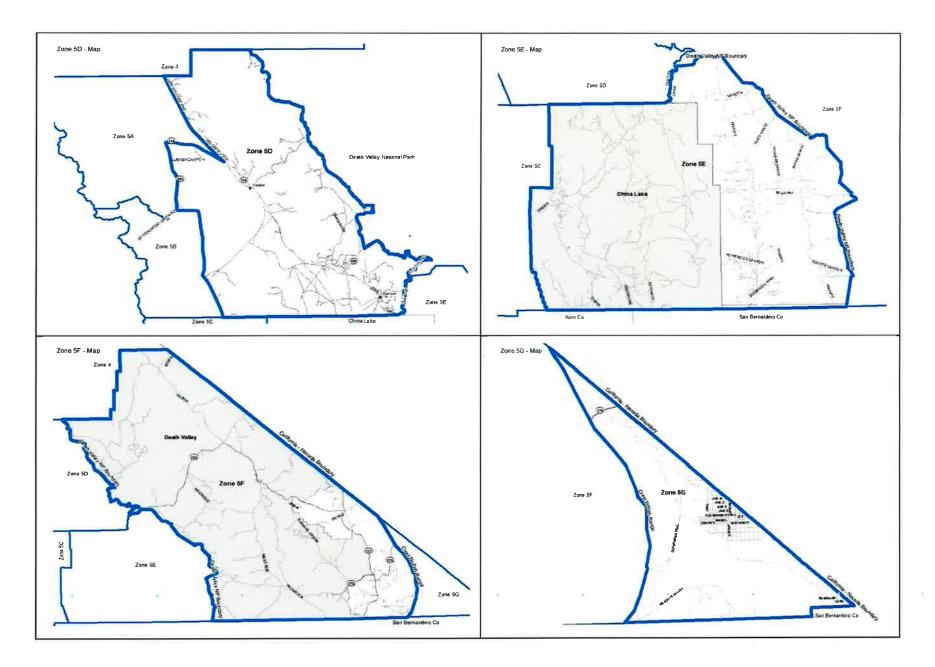
- A. Any applicant who alleges an error by the C3PO with respect to any second rejection of an application shall, within five (5) business days of the date the rejection notice was mailed, make application in writing to the County Administrative Officer, or designee, for a hearing on the decision.
- B. Any Commercial Cannabis Business License holder aggrieved by any decision of the C3PO with respect to the revocation a Commercial Cannabis Business License shall, within ten (10) business days, make application in writing to the County Administrative Officer, or designee, for a hearing on the decision before the Board of Supervisors.

- C. If application for a hearing is not made within the time prescribed, the rejection, revocation, or other decision or shall become a final action that is not subject to any further administrative remedy.
- D. If such application is made within the prescribed time period, the County Administrative Officer, or designee, shall give no fewer than five (5) business days written notice to the applicant to show cause at a hearing at a time and place fixed in the notice why the decision should not be upheld.
- E. At the hearing, the applicant may appear and offer evidence why such decision should be vacated. Within sixty (60) calendar days after the hearing, the County Administrative Officer, or designee, shall determine if the decision shall be upheld and shall thereafter give written notice to the applicant. The decision of the County Administrative Officer, or designee, shall be final and not subject to further administrative appeal."

Exhibit 1







SECTION VII: SEVERABILITY.

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

SECTION VIII: EFFECTIVE DATE.

This ordinace shall take effect and be in full force and effect, except as herein limited, thirty (30) days after its adoption. Before the expiration of fiftenn (15) days from the adoption hereof, this ordinance shall be published as required by Government Code section 25124. The Clerk of the Board is hereby instructed to so publish the ordinance together with the names of the Board members voting for and against the same.

PASSED AND ADOPTED THIS 7TH DAY OF MAY, 2019.

AYES: NOES: ABSTAIN: ABSENT:

> Rick Pucci, Chairperson Inyo County Board of Supervisors

ATTEST Clint Quilter Clerk of the Board

By:_____



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET BISHOP, CA 93514 760.873.7860

Complete License Allocation – May 2019

Zone	Major Communities	Cultivation <5,000f sq. ft.	Cultivation >5,000 sq. ft.	Manufacturing Level 1	Manufacturing Level 2	Testing Lab	Retailer	Distributor	Microbusiness
1	Round Valley, Mustang Mesa, Dixon Lane, Meadowcreek	2	2	1	0	1	2	1	1
2	Laws	2		2		1	0	1	1
3	West Bishop	No Licenses Authori			ed in Zone 3				
4	Wilkerson, Big Pine, Independence	2		1	0	0	0	1	1
5A	Lone Pine, Alabama Hills	2		1	0	1	1	1	1
5B	Olancha, Cartago	No Licenses Authorized in Zone 5B							
5C	W. Sage Flat Road, Coso Junction, Pearsonville	5		1	0	1	2	1	3
5D	Keeler, Darwin	2		1	0	0	0	1	1
5E	Trona Area, Homewood Canyon	5		2	1	1	1	2	1
5F	Тесора	10		5		1	1	2	2
5G	Stewart Valley, Charleston View, Sandy Valley	4 11			6	1	1	2	6
License Type		All Cultivation		All Manufacturing		Testing	Retailer	Distributor	Microbusiness
Total Number		4	5	21		7	8	12	17



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET BISHOP, CA 93514 760.873.7860

Available Licenses – Spring 2019

Zone	Major Communities	Cultivation <5,000f sq. ft.	Cultivation >5,000 sq. ft.	Manufacturing Level 1	Manufacturing Level 2	Testing Lab	Retailer	Distributor	Microbusiness
1	Round Valley, Mustang Mesa, Dixon Lane, Meadowcreek	2		1	0	1	0	1	1
2	Laws	2		2		1	0	1	1
3	West Bishop	No Licenses Authoriz			zed in Zone 3				
4	Wilkerson, Big Pine, Independence	2		1	0	0	0	1	1
5A	Lone Pine, Alabama Hills	2		1	0	1	1	1	1
5B	Olancha, Cartago	No Licenses Authorized in Zone 5B							
5C	W. Sage Flat Road, Coso Junction, Pearsonville	0		l	0	1	1	1	2
5D	Keeler, Darwin	2		1	0	0	0	1	1
5E	Trona Area, Homewood Canyon	5		2	1	1	1	2	1
5F	Тесора	9		4		1	1	2	2
5G	Stewart Valley, Charleston View, Sandy Valley	2 6			4	1	. 0	2	5
License Type		All Cultivation		All Manufacturing		Testing	Retailer	Distributor	Microbusiness
Total Number		32		18		7	4	12	15

A OF					For Clerk's Use Only: AGENDA NUMBER
O TO O TO		BOARD (REQUEST FORM OF SUPERVISORS NTY OF INYO		46
	Consent	Departmental	Correspondence Action	Public Hearing	
FORNU	Scheduled	Time for	Closed Session	Informational	

FROM: County Administrator, Agriculture Commissioner; County Counsel; Planning Department.

FOR THE BOARD MEETING OF: May 7, 2019.

SUBJECT: Changes to Title 18 (Inyo County Zoning Code) regarding Commercial Cannabis Activities.

<u>RECOMMENDATION</u>: Request the Board:

- Receive a presentation from staff regarding proposed changes to Title 18 relating to Commercial Cannabis Activities.
- Conduct a Public Hearing on a proposal to amend sections 18.06.161 and 18.78.360(A) and adding sections 18.06.183 and 18.06.184 and enact said Ordinance; and
- Certify that the provisions of the California Environmental Quality Act have been met.

SUMMARY DISCUSSION:

Inyo County adopted ordinances 1221 and 1223 on January 16, 2018. These two ordinances created code to regulate commercial cannabis activities locally and included land use elements meant to allow for the production of commercial cannabis under a conditional use permit. The ordinances passed by Inyo County were done so following extensive community outreach and consultation between county staff and state agencies.

Recently the Cannabis Business License Ordinance and parts of Title 18 addressing Commercial Cannabis were reviewed based on the experience of implementing them. On March 19, 2019, the Inyo County Board of Supervisors received a presentation from the Commercial Cannabis Permitting Office/Inyo Mono Agriculture Commissioner regarding suggested changes to improve the licensing process and create consistency. These proposed changes are primarily to definitions (some also affecting Title 18) and the license application process. The Planning Department also identified a procedural change to help prevent conflicts in the land use entitlement process and simplify California Environmental Quality Act (CEQA) evaluations for commercial cannabis applications.

Recommended Changes

Definitions

The State of California code language defining Cannabis has changed since Inyo County adopted regulations pertaining to it. This, along with the fact that current definitions of 'cannabis' used in Title 3 (Revenue and Finance), Title 5 (Commercial Cannabis Business License) and Title 18 (Zoning) do not match, leads staff believe that changing the definition of cannabis to align with the State and match in all sections of the County Code where it is located, is necessary for consistency and accuracy.

Current Cannabis definition in Title 18:

"Cannabis" means all parts of the plant Cannabis sativa Linnaeus., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include (1) industrial hemp, as defined in Section 11018.5 of the California Health and Safety Code as may be amended; or (2) The

Agenda Request Page 2

weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or other product.

Proposed Cannabis definition for all relevant sections of the County Code, including Title 18:

"Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderails, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant; its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, or any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except for the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. Cannabis does not include industrial hemp as defined by California Health and Safety Code section 11018.5(a), as may be amended.

Title 18 does not presently have definitions for 'indoor' relating to cultivation or 'premises' regarding the area of the commercial cannabis business activity. These terms are defined in Title 5 as they directly relate to the Cannabis Business License. Planning staff finds that having these additional definitions in Title 18 will help with processing commercial cannabis Conditional Use Permits (CUP) and create better consistency between the two processes.

Proposed 'Cannabis cultivation - 'indoor'

"Cannabis Cultivation - Indoor" means within a fully enclosed permanent building (e.g., not a "hoop house") constructed in such a manner that does not allow perceptible odor to escape to the exterior of the structure.

Proposed 'Commercial cannabis - 'premises'

"Commercial Cannabis - Premises" means the designated structure or structures and/or land specified in the application for a commercial cannabis business license that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis business will be or is conducted. A premises is not necessarily a parcel and one or more licenses may be required or issued per parcel. A premises cannot span across multiple parcels.

Change to the Conditional Use Permit Process for Commercial Cannabis Activities

Presently Title 18 under 18.78.360 Commercial cannabis provides for:

A. Conditional use permits are required in all instances of land use involving commercial cannabis activities. Issuance of any conditional use permit for commercial cannabis activities shall be contingent upon the commercial cannabis activity being conducted in compliance with all applicable state and local laws, including, but not limited to, Inyo County Code Chapters 3.50 (taxes) and 5.40 (business license). The business license required by Chapter 5.40 shall be obtained prior to the planning commission holding a hearing on an application for a conditional use permit pursuant to this section.

Staff is recommending that requiring the business license to first be obtained prior to the hearing for a commercial cannabis CUP be removed from 18.78.360 (A) (underlined above). This requirement results in a slowing of the process for applicants to get the CUP and their state license as currently they have to wait until they have been awarded the business license before planning staff can schedule a hearing for the CUP. This requirement has made applicants reluctant to begin the CUP process prior to obtaining a business license and has caused some issue for planning staff who are processing zone changes for

Agenda Request Page 3

commercial cannabis activities, prior to the CUP. To provide for fair competition in the business license process, applicants must have the correct zoning before an application for the business license is deemed complete. This, along with the business license first requirement, creates a multiple step process for the subsequent CUP: 1) zone change; 2) Business License; and 3) CUP. Separating the processes for multiple land use entitlements (e.g. zone reclassification and CUP) for the same parcel of land and the same resulting final project is highly unusual and not common practice, primarily due to required CEQA evaluations. As planning staff has tried to work through the process in a step by step manner, issues of piecemealing under CEQA have been brought forward and the process planning staff has been using needs to be corrected. The proposed change to 18.78.360(A) should help to ensure that projects are properly evaluated within the parameters set forth in the CEQA Guidelines.

FINDINGS

California Environmental Quality Act (CEQA)

Zone Text Amendment No. 2019-01/Inyo County – Commercial Activities, is Exempt from CEQA by covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Since this proposal does not approve a development project or future development projects and subsequent to this ordinance projects proposed pursuant to it will require Conditional Use Permits that are subject to CEQA as required for discretionary approvals by the Inyo County Planning Commission it is Exempt from CEQA.

General Plan Consistency

The approval of ZTA 2019-01 results in updates to certain definitions and a minor procedure change in the approval process of commercial cannabis activities, neither of which, causes changes the allowed uses based on Zoning or General Plan designations and conditional use permits will continue to be required for all commercial cannabis activities

Zoning Ordinance Consistency

ZTA 2019-01 is consistent with the Inyo County Zoning code as it will result in updates to certain definitions and a minor procedure change in the approval process of commercial cannabis activities, neither of which, causes changes the allowed uses already establish in the Inyo County Zoning Code and conditional use permits will continue to be required for all commercial cannabis activities.

RECOMMENDATION

Planning Commission Resolution

The Planning Commission reviewed the proposed Ordinance at its regularly scheduled April 24th, 2019 meeting and voted unanimously to adopt a resolution recommending the Board of Supervisors Enact the Ordinance. No substantive issues were raised.

<u>FINANCING</u>: General fund resources are utilized to monitor and modify the County Code.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

_Date: 4/23/19

Attachments:

- Planning Commission Resolution
- Proposed Ordinance

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TO MAKE CERTAIN FINDINGS WITH RESPECT TO AND RECOMMEND THE INYO COUNTY BOARD OF SUPERVISORS APPROVE ZONE TEXT AMENDMENT NO. 2019-01 INYO COUNTY

WHEREAS, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA

WHEREAS, the Inyo County Planning Commission held a public hearing on April 24, 2019, to review and consider a request for approval of Zone Text Amendment No. 2019-01, and considered the staff report for the project and all oral and written comments regarding the proposal

WHEREAS, ICC Section 18.03.020 in part states that it is necessary for the zoning ordinance to be consistent with the General Plan

WHEREAS, the approval of ZTA 2019-01 results in updates to certain definitions and a minor procedure change in the approval process of commercial cannabis activities, neither of which, causes changes the allowed uses based on Zoning or General Plan designations and conditional use permits will continue to be required for all commercial cannabis activities

WHEREAS, ZTA 2019-01 is consistent with the Inyo County Zoning code as it will result in updates to certain definitions and a minor procedure change in the approval process of commercial cannabis activities, neither of which, causes changes the allowed uses already establish in the Inyo County Zoning Code and conditional use permits will continue to be required for all commercial cannabis activities.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at April 24, 2019, hearing, including the Planning Department Staff Report, the Planning Commission makes the following findings

regarding the proposal and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

RECOMMENDED FINDINGS

- 1. The proposed ordinance is covered by the General Rule 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Projects subsequent to this ordinance will require discretionary approval and therefore will be required to include a CEQA evaluation.
- 2. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.
- 3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Approve the Amendments to Title 18 regarding Commercial Cannabis activities based on all of the information in the public record and on the recommendation of the Planning Commission.

PASSED AND ADOPTED this 24th day of April, 2019, by the following vote of the Inyo County Planning Commission:

AYES: NOES: ABSTAIN: ABSENT:

Frank Stewarf, Chair Inyo County Planning Commission

ATTEST: Cathreen Richards, Planning Director

By

Paula Riesen, Secretary of the Commission

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTIONS 18.06.161, 18.78.360(A); AND ADDING SECTIONS 18.06.183 AND 18.78.184 TO THE INYO COUNTY CODE.

SECTION ONE. Section 18.06.161 of the Inyo County Code Cannabis is amended to read as follows:

"18.06.161 Cannabis.

"Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code."

SECTION TWO. Section 18.78.360(A) of the Inyo County Code is amended to read as follows:

"18.78.360 Commercial Cannabis.

A. Conditional use permits are required in all instances of land use involving commercial cannabis activities. Issuance of any conditional use permit for commercial cannabis activities shall be contingent upon the commercial cannabis activity being conducted in compliance with all applicable state and local laws, including, but not limited to, Inyo County Code Chapters 3.50 (taxes) and 5.40 (business license)."

SECTION THREE. Chapter 18.06 of the Inyo County Code is amended to add section 18.06.183 as follows:

"18.06.183 Cannabis Cultivation - Indoor.

"Cannabis Cultivation Indoor" means within a fully enclosed permanent building (e.g., not a "hoop house") constructed in such a manner that does not allow perceptible odor to escape to the exterior of the structure."

SECTION FOUR. Chapter 18.06 of the Inyo County Code is amended to add section 18.06.184 as follows:

"18.06.184 Commercial Cannabis - Premises.

Chapter 18.06 of the Inyo County Code is amended to add section 184 to read as follows: "Commercial Cannabis "Premises" means the designated structure or structures and/or land specified in the application for a commercial cannabis business license that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis business will be or is conducted. A premises is not necessarily a parcel and one or more licenses may be required or issued per parcel. A premises cannot span across multiple parcels."

PASSED AND ADOPTED this May 7th, 2019 by the following vote of the Inyo County Board of Supervisors:

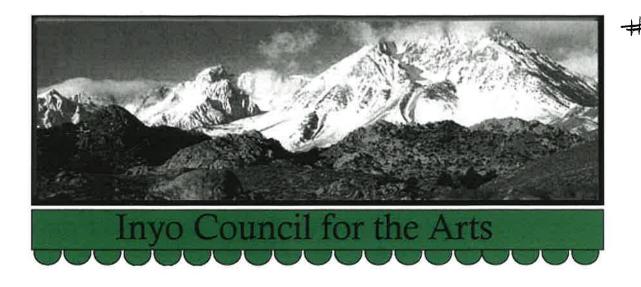
AYES: NOES: ABSTAIN: ABSENT:

Rick Pucci, Chairperson

ATTEST: Clint Quilter Clerk to the Board

By:

Darcy Ellis, Assistant



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April 23, 2019

Inyo County Board of Supervisors Post Office Drawer N Independence, CA 93526

Re: California Arts Council Request

Dear Members of the Board,

Inyo Council for the Arts is pleased to inform you that our organization continues to receive funding from the California Arts Council (CAC) for a variety of programs and services in Inyo County.

As a formality, the CAC requires that the Inyo County Board of Supervisors pass a resolution designating Inyo Council for the Arts as the county partner to the California Arts Council.

I have attached a sample resolution and we are requesting that you place the item on the agenda for consideration and authorization at your earliest convenience.

If you have any questions, or require further information, please do not hesitate to contact me. Thank you for your continuing support of ICA and our many events, projects and programs.

Sincerely,

Lynn Cooper Executive Director

RESOLUTION NO._____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA DESIGNATING INYO COUNCIL FOR THE ARTS AS THE COUNTY'S PARTNER TO THE CALIFORNIA ARTS COUNCIL

Whereas, The California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to encourage local cultural tourism, arts education and awareness, and to reach previously underserved constituents; and

Whereas, in Inyo County the Inyo Council for the Arts has been the organization which has been designated to administer program funds; and

Whereas, the California Arts Council has requested that Inyo Council for the Arts again be designated the County's partner to the State Council; and

Now, therefore, be it resolved, that the Inyo County Board of Supervisors designates the Inyo Council for the Arts as its partner to the California Arts Council.

Passed and Adopted by the Inyo County Board of Supervisors this _____day of _____ by the following vote of the Board of Supervisors:

AYES:		
NOES:		_
ABSENT:		
ABSTAIN:		

Chairperson, Inyo County Board of Supervisors

Attest:_____

By:		



INYO COUNTY FISH AND WILDLIFE COMMISSION

787 NORTH MAIN STREET STE 220 BISHOP, CA 93514 #48

COMMISSION MEMBERS DOUGLAS BROWN GARY GUNSOLLEY STEVE IVY JOE PECSI

Alternate Member JOHN FREDERICKSON

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

April 22, 2019

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

Gentlemen:

At their April 18, 2019 meeting the Inyo Fish and Wildlife Commission considered and approved requesting the Board of Supervisors authorize a \$922.75 expenditure from the Fish and Game Budget to the Bishop Chamber of Commerce to cover a portion of the reprinting costs for the Inyo/Mono Fishing Map.

Attached are the draft minutes of the meeting.

Sincerely,

Gran Ticia 1

Patricia Gunsolley, Secretary

FISH AND WILDLIFE COMMISSION MINUTES April 18, 2019 Meeting

The Inyo County Fish and Wildlife Commission met in regular session, at 2:35 a.m., April 18, 2019, in the Conference Room at the California Department of Fish and Wildlife Office at 787 North Main Street, Suite 220, in Bishop, California as follows.

Call to Order: Chairperson Joe Pecsi called the meeting to order and led the Pledge of Allegiance.

<u>Roll Call:</u> The Commission Members present were Joe Pecsi, Chairperson, Doug Brown, and John Fredrickson. Commissioners Ivey and McIntosh were absent.

Public Comment: The Chairperson announced the public comment period. Tawni Thompson, Executive Director of the Bishop Chamber of Commerce gave invitations to the Commissioners for the upcoming Opening Day Press Reception.

Financial Report: The Secretary reviewed the most recent Fine Fund and Fish and Wildlife Commission financial information with the Commission.

<u>Action Item - Minute Approval:</u> Moved by Commissioner Brown and seconded by Commissioner Frederickson to approve the minutes of the March 21, 2019 Fish and Wildlife Commission Meeting. Motion carried unanimously with Commissioners Pecsi, Brown, and Fredrickson voting yes and with Commissioners Ivey and McIntosh absent.

Action Item – Tawni Thompson, Executive Director of the Bishop Chamber of Commerce, provided further information regarding the request of \$1,230.46 to help offset a portion of the reprinting costs of the Eastern Sierra Fishing map. Commissioner Pecsi asked how much of the B-tax the Chamber gets is being expended on this project. Ms. Thompson explained that the map is a valuable piece of information. The Commission and Ms. Thompson continued to discuss the amount being requested. When asked what portion of the amount requested would be acceptable to the Chamber, Ms. Thompson said that if she took the original amount that is going to be split between the Bishop Chamber of Commerce, the Town of Mammoth Lakes and the Mono County and added the City of Bishop and divided by four the amount would be \$922.75, which would be reasonable. Moved by Commissioner Brown and seconded by Commissioner Pecsi to request the Board of Supervisors authorize a \$922.75 expenditure for the Fish and Game Budget to the Bishop Chamber of Commerce to cover a portion of the reprinting costs for the Inyo/Mono Fishing Map. Motion carried unanimously, with Commissioners Brown, Pecsi, and Frederickson voting yes, and with Commissioners Ivy and McIntosh absent.

<u>Action Item</u> - the Commission postponed the discussion and consideration of making a recommendation to the Board of Supervisors regarding the establishment of a "Shed" Hunting Season in the Eastern Sierra to the May, 2019 meeting.

<u>Action Item</u> – The Commission discussed the Wildlife Crossing Project, with Commissioner Brown reporting on the recent Eastern Sierra Stewardship Team meeting he had attended. He said all of the organizations and agencies had representatives in attendance; that Caltrans had facilitated the meeting; that the CDA is wanting the Project Identification Documents ready by the end of 2020. Gaye Mueller who also attended the meeting said that the group talked about Prop 68 funding being used to fund this work. The Commission and the public continued to discuss the project, with Commissioner Brown saying it was going to be a project that takes a long time.

<u>Action Item – Current Legislation</u> – The Commission briefly discussed the proposed fishing regulation changes, with the Chairperson reporting on his recent discussions on the impact of the changes to the County of Inyo and the Eastern Sierra. The Secretary reported that the request for the Board to authorize the Commission sending a letter opposing the proposed changes was scheduled to be heard by the Board of Supervisors at their May 7, 2019 meeting. Supervisor Rick Pucci asked Ms. Gunsolley to request to have the item placed on the Agenda under his name. The Commission and the public discussed the proposed changes, including the impact the changes will have on the local economy by eliminating "opening day;" the potential damage to the resources year round fishing would have; and the public safety issues associated; The Chairperson encouraged the Commission members to send separate comment letters on the changes. Lt. Dailey said that law enforcement had been invited to

participate in the meeting process. Gaye Mueller said that Jeff Simpson of Mono County is scheduled to meet with the Dept. of Fish and Wildlife Director Jim Bonham in June. Supervisor Pucci suggesting that the message being sent should remain consistent.

California Department of Fish and Wildlife Updates (DF&W) and other Agency Reports: No reports were forthcoming.

<u>Commission Member Reports</u>: The Chairperson called for Commission Member reports. Commissioner Pecsi asked Ms. Gunsolley to talk to Steve Parmenter to get a copy of a Fish Hook study he had completed several years ago.

<u>Next meeting</u>: The Commission discussed the date for the May meeting. Moved by Doug Brown and seconded by John Frederickson to cancel the May 16, 2019 meeting and schedule a Special Meeting for 2:30 p.m. on May 23, 2019. Motion carried unanimously with Supervisors Pecsi, Brown and Frederickson voting yes and with Commissioners Ivy and McIntosh absent.

<u>Adjournment:</u> Moved by Commissioner Brown and seconded by Commissioner Pecsi to adjourn the meeting at 4:30 p.m. Motion carried unanimously.