

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom signed Assembly Bill 361 – Brown Act: Remote Meetings During a State of Emergency that suspends certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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

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

February 22, 2022 - 8:30 A.M.

1. PUBLIC COMMENT ON CLOSED SESSION ITEMS

CLOSED SESSION

- 2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 – The City of Los Angeles, acting by and through its Department of Water and Power v. County of Inyo, Kern County Superior Court Case No. BCV-18-101513-KCT, CA Court of Appeal (5th Dist.) Case No. F081389, CA Supreme Court Case No. S271309; Inyo County v. Los Angeles Department of Water and Power, Kern County Superior Court Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC.**

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 A.M.

- 3. PLEDGE OF ALLEGIANCE**
- 4. REPORT ON CLOSED SESSION AS REQUIRED BY LAW**
- 5. PUBLIC COMMENT (Comments may be time-limited)**

6. **COUNTY DEPARTMENT REPORTS**

7. **UPDATE** - Pam Bold, Executive Director of the High Sierra Energy Foundation, will provide a brief report on Southern California Edison's climate adaptation measures to protect critical electric infrastructure from wildfire risks due to climate change.

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

8. **Agricultural Commissioner - OVMAP** - Request Board: A) declare ADAPCO of Sanford, FL a sole-source provider of Mosquito Abatement Insecticides; and B) authorize the purchase of Mosquito Abatement Insecticides from ADAPCO in the amount of \$7,088.66 and not to exceed \$12,311.03 for the entire 2021-2022 Fiscal Year.
9. **Clerk of the Board** - Request Board approve Resolution No. 2022-05, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Appointing Interested Individuals to the Governing Board of the Tecopa Cemetery District and Divesting its Authority as the Governing Board of the Tecopa Cemetery District," and authorize the Chairperson to sign.
10. **County Administrator - Information Services** - Request Board waive competitive bidding requirement and then authorize a purchase order in an amount not to exceed \$122,500 plus freight costs, payable to Roundstone Solutions, Inc., of Orinda, CA, under the California Statewide Contract 1-19-70-19N-1 Enterprise Technology (Data Center Equipment) for Nutanix hyperconverged infrastructure virtual server environment appliance, support, licensing, and training.
11. **County Administrator - Motor Pool** - Request Board authorize an increase of blanket purchase orders in the following amounts payable to the following vendors for vehicle maintenance, equipment maintenance, and purchase of tires for Motor Pool: Bishop Automotive by \$22,500 for a total not-to-exceed amount of \$78,500; Mr. K's by \$5,000 for a total not-to-exceed amount of \$25,000; and Britt's Diesel by \$2500 for a total not-to-exceed amount of \$22,500.
12. **Health & Human Services** - Request Board approve the California COVID-19 Outreach and Rapid Deployment (CORD) Data Use Agreement between the California Department of Public Health and the Inyo County Department of Health and Human Services, and authorize the HHS Director to sign the agreement.
13. **Health & Human Services - Behavioral Health** - Request Board approve the Grant Agreement between the County of Inyo and Mental Health Services Oversight & Accountability Commission of Sacramento, CA for the provision of Mental Health Student Services Act in an amount not to exceed \$2,499,444.00 for the period of March 1, 2022 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the HHS Director/Interim Behavioral Health Director to sign.
14. **Health & Human Services - ESAAA** - Request Board: A) approve Oliver Products as sole-source vendor of food packaging materials; and B) approve a blanket purchase order payable to Oliver Products in the amount of \$23,000 for food packaging materials.
15. **Health & Human Services - Health/Prevention** - Request Board ratify and approve an addendum to the Participation Agreement between the County of Inyo and the California Department of Health Care Services for the Medi-Cal County Inmate

Program, adding Article XVI- Alternative Formatting, and authorize the HHS Director to sign.

16. **Health & Human Services - Health/Prevention** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and James A. Richardson, MD of Bishop, CA, increasing the contract to an amount not to exceed \$973,115.23 and extending the term end date from June 30, 2022 to June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the Allocation Agreement between the County of Inyo and California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed \$150,000, for the period of January 1, 2022 through June 30, 2022, and authorize the HHS Director to sign Allocation Agreement No. CTCP-21-04 and Prospective Payment Invoices.
18. **Public Works** - Request Board approve the plans and specifications for the Tecopa Sewer Lagoon Aerator Project and authorize the Public Works Director to advertise the project.
19. **Public Works - Parks & Recreation** - Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$20,000, payable to Ventek International of Petaluma, CA for supplies and connectivity upgrade for the Campground Pay Stations.
20. **Public Works - Recycling & Waste Management** - Request Board authorize payment to Clean Earth of Rancho Cordova, CA (formerly SteriCycle) for prior-year invoices in the amount of \$24,149.55 for removal of Household Hazardous Waste Material at the Bishop, Independence, and Lone Pine Landfills.
21. **Public Works - Road Department** - Request Board authorize issuance of a purchase order in an amount not to exceed \$184,363.60, payable to PB Loader Corporation of Fresno, CA for one (1) new Dodge 550 truck with heavy duty service body.
22. **Public Works - Road Department** - Request Board authorize issuance of a purchase order in an amount not to exceed \$371,418.50, payable to Coastline Equipment Company of Las Vegas, NV for one (1) new John Deere 672G Road Grader.

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

23. **Board of Supervisors** - Request Board approve a letter of support for the JMT Wilderness Conservancy's application for a Prop 1 Restoration Program Grant Application.
24. **County Administrator** - Request Board:
 - A) Accept the Fiscal Year 2021-2022 Mid-Year Financial Report as presented;
 - B) Approve the specific budget action items and recommendations discussed in the report, and represented in Attachments A & B (*4/5ths vote required*); and
 - C) Direct staff to continue emphasis on revenue attainment and expense savings in order to maximize year-end Fund Balances.

25. **Health & Human Services** - Request Board amend the Fiscal Year 2021-2022 Social Services Budget #055800 as follows: increase estimated revenue in State Public Assist Admin (Revenue Code No. 4421) by \$750,000 and increase appropriation in Salaried Employees (5501) by \$146,441; Retirement & Social Security (5021) by \$11,337; PERS Retirement (5022) by \$13,736; Medical Insurance (5031) by \$41,978; Disability Insurance (5032) by \$1,757; Professional Services (5265) by \$45,000; Office & Other Equipment (5232) by \$5,000; and Support and Care of Persons (5501) by \$484,751 (*4/5ths vote required*).
26. **Health & Human Services** - Request Board change the Authorized Strength in the HHS/Aging and Social Services by adding one (1) Integrated Case Worker at Range 67 (\$4,602 - \$5,586) and one (1) Human Services Supervisor (Supervising Integrated Case Worker) at Range 70 (\$4,943-\$6,012), contingent upon approval of budget revision.
27. **Health & Human Services - Health/Prevention** - Request Board: A) establish a new classification, Seasonal Tobacco Program Intern at Range 42, and approve the attached job description; and B) increase the authorized strength in the Health and Human Services Department by one Seasonal Tobacco Program Intern.
28. **Board of Supervisors** - Request Board approve the minutes of the regular Board of Supervisors meetings of January 18, January 25, and February 1, 2022 and the special meeting of January 19, 2022.

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

29. **11 a.m. - County Administrator** - Request Board: A) receive presentation/update from Kristi More, of The Ferguson Group, on legislative issues relevant to Inyo County; and B) review, discuss and adopt the Inyo County 2022 Federal Legislative Platform.
30. **1 p.m. - Planning** - Request Board conduct a Public Hearing regarding Appeal No. 2021-02 (Bush Management Company), and approve or deny the appeal, or provide direction to staff.

CORRESPONDENCE - ACTION

31. **Inyo Council for the Arts** - Request Board approve Resolution No. 2022-06, 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.

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

32. **PUBLIC COMMENT** (*Comments may be time-limited*)

BOARD MEMBERS AND STAFF REPORTS

Input on Community Resilience for Critical Electric Infrastructure From The Threat of Wildfire Due to Climate Change



High Sierra Energy Foundation

- Founded in 2005, we promote the culture of energy efficiency and sustainability in the Eastern Sierra
- LADWP and SCE Community Outreach Grants
- SoCalREN Public Agency and Multi Family Energy Efficiency Programs and Incentives
- Implementor of the Eastern Sierra Green Business Program in Mono and Inyo Counties
- Administer a CDFA Healthy Stores refrigeration grant
- Youth Education
- Community Initiatives
 - SBDC Energy Efficiency Demo Site



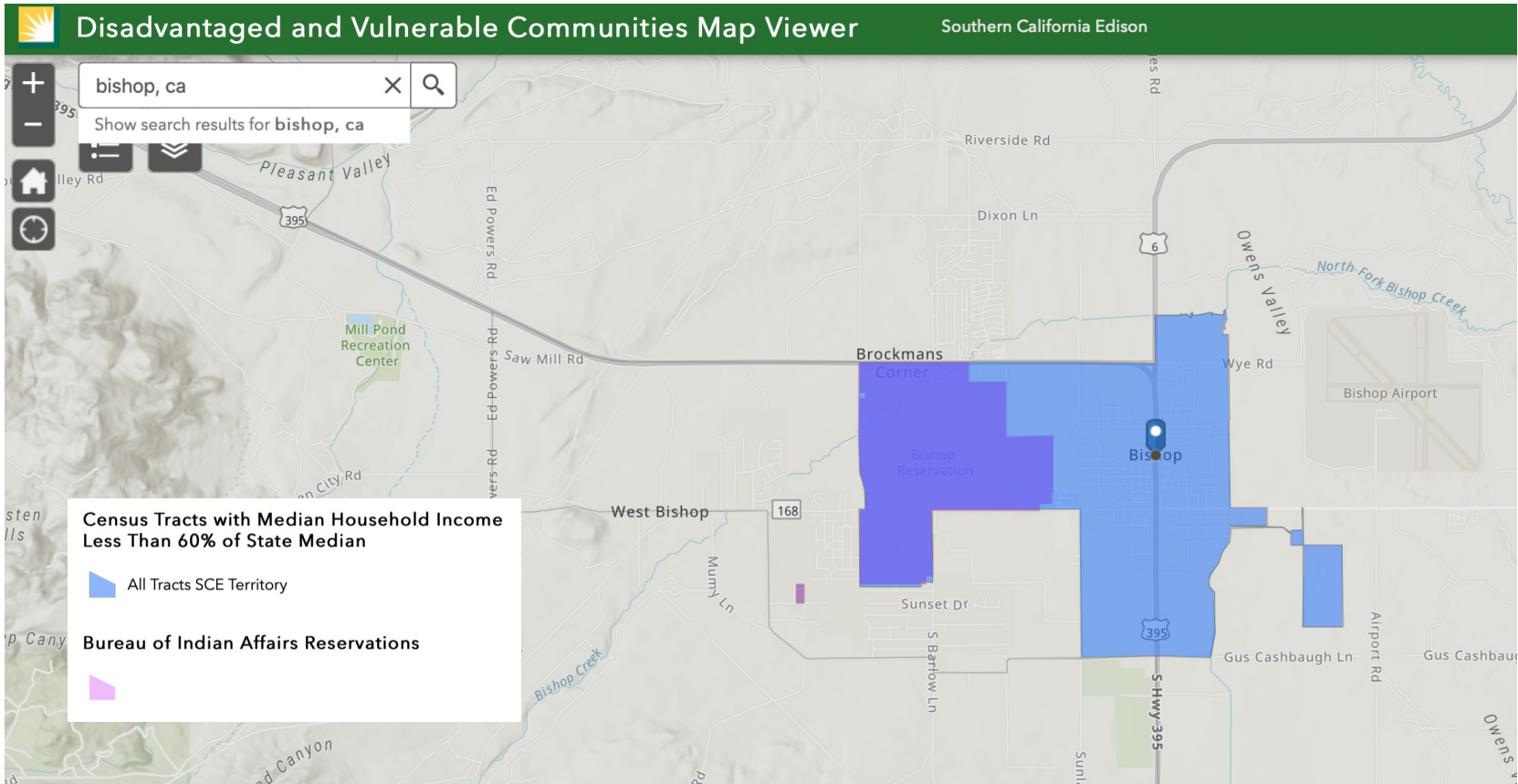
High Sierra Energy Foundation

Objective: Input on Southern California Edison's Climate Adaptation Measures to Protect Critical Electric Infrastructure from Wildfire Risks Due To Climate Change

- HSEF is an initial member of Southern California Edison's Climate Resilience Leadership Group
- The group's focus is to solicit input from communities defined as Disadvantaged Vulnerable Communities, as defined by the CPUC in Order Instituting Rulemaking ([R.18-04-019](#)) in 2018, to integrate climate change adaptation matters in relevant CPUC proceedings
- Requires energy utilities to lead a process of community engagement with DVCs as they develop vulnerability assessments due to climate change impacts



Disadvantaged Vulnerable Community Map



SCE's Climate Resilience Depends on Our Communities



Heat



Wildfire



Drought



Soil Stability



Extreme Rainfall



Sea Level Rise



Geography/Ecology



Population and Social Factors

Community engagement is critical to **informing** how we **adapt to the changing climate**.

How will **climate change affect us?**

How do we **manage these effects?**






SCE is working **to reduce climate change risk in order to continue to deliver affordable, clean, resilient and reliable electricity to customers.**

SCE is engaging a **Climate Resilience Leadership Group consisting of community leaders in order to meet with and learn from disadvantaged vulnerable communities** regarding potential actions SCE could pursue to strengthen the electricity grid. This engagement is preliminary and prior to selecting a final action, and once final action and funding have been approved SCE envisions additional engagement in the future.

Although climate change affects communities in many ways – public health, housing infrastructure, transportation infrastructure, food security, and more – **SCE is focusing on actions to ensure continued electricity service in a changing climate**, prioritizing the needs of disadvantaged vulnerable communities.

SCE is working with local governments to ensure actions taken to combat climate change are aligned with adaptation plans across SCE's service area.

Projected Changes to Climate in California Include an Increasing Severity and Duration of Heatwaves and Other Extreme Weather Events

| | CLIMATE IMPACT | DIRECTION | SCIENTIFIC CONFIDENCE FOR FUTURE CHANGE |
|---|----------------------------|--------------|---|
|  | TEMPERATURE | WARMING ↗ | Very High |
|  | SEA LEVELS | RISING ↗ | Very High |
|  | SNOWPACK | DECLINING ↘ | Very High |
|  | HEAVY PRECIPITATION EVENTS | INCREASING ↗ | Medium-High |
|  | DROUGHT | INCREASING ↗ | Medium-High |
|  | AREA BURNED BY WILDFIRE | INCREASING ↗ | Medium High |

See California's [Fourth Climate Change Assessment](#) for the above chart and other related information

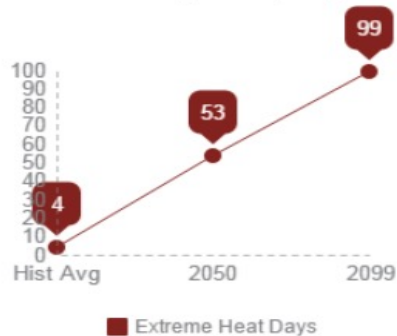
Example: Climate Impacts by 2050

HEAT-RELATED ILLNESS & DEATH

Extreme heat—the leading weather-related cause of death in the US—causes heat cramps, severe heat exhaustion and deadly heat stroke.



California will average up to 53 extreme heat days/year by 2050 and up to 99 days/year by 2099. The historical average is 4 per year.



California's 2006 heat waves caused 655 deaths and over 16,000 ER visits.

Climate Change Inequity

EXAMPLES:

- # heat days
 - Slower or longer response time to shut offs in rural remote areas
- [Public Health Institute: Six Ways Climate Change Harms Health in California](#)

California Communities are Experiencing an Increasingly Extreme “New Normal”

‘Truly an emergency’: how drought returned to California - and what lies ahead

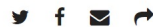


[The Guardian, June 7, 2021](#)

It isn't your imagination. This summer in California is the hottest ever recorded

BY DALE KASLER

UPDATED SEPTEMBER 26, 2021 2:07 PM



[Sacramento Bee, September 26, 2021](#)

Nowhere to run from climate change: ‘The horror is here’

BY BEN CHRISTOPHER
AUGUST 10, 2021



Deer pass a Greenville building destroyed by the Dixie Fire on Aug. 7, 2021 in Plumas County. Photo by Noah Berger, AP Photo

[Cal Matters August 10, 2021](#)

September 24, 2021
12:52 PM PDT
Last Updated 9 days ago

United States

California governor signs \$15 bln package to tackle climate change

2 minute read

By Kanishka Singh

[Reuters, September 24, 2021](#)

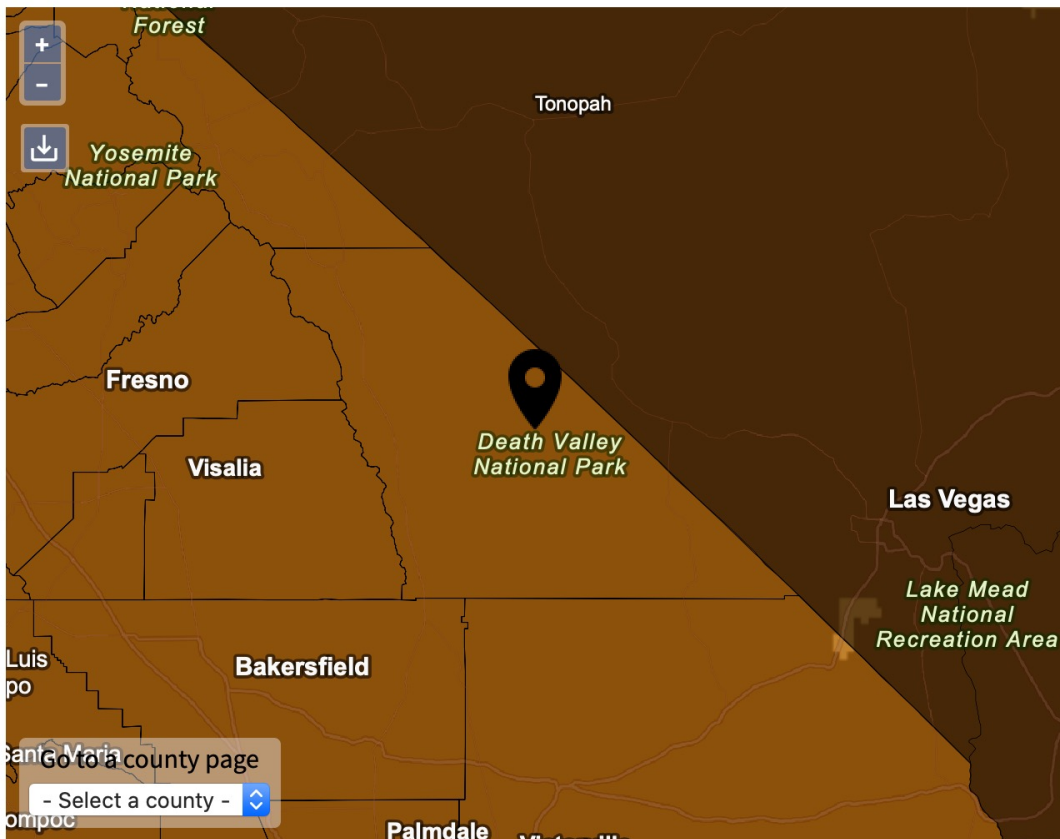
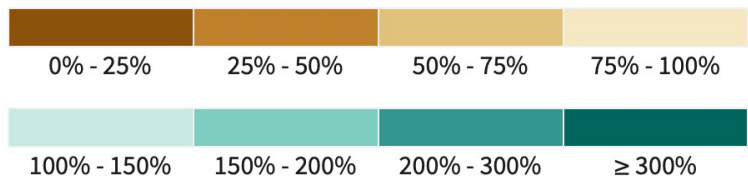
Current Conditions for Inyo County

[U.S. Drought Monitor](#) [Temperature \(30-Day Departure from Normal\)](#) [Precipitation \(30-Day % of Normal\)](#)

This map shows the percent of normal precipitation for the past 30 days, compared to the usual conditions for the same time period averaged from 1991–2020.

This map uses the gridMET and NLDAS precipitation datasets, and precipitation data are updated daily, with a delay of 3 to 4 days. [Learn more.](#)

Percent of Normal Precipitation (%)

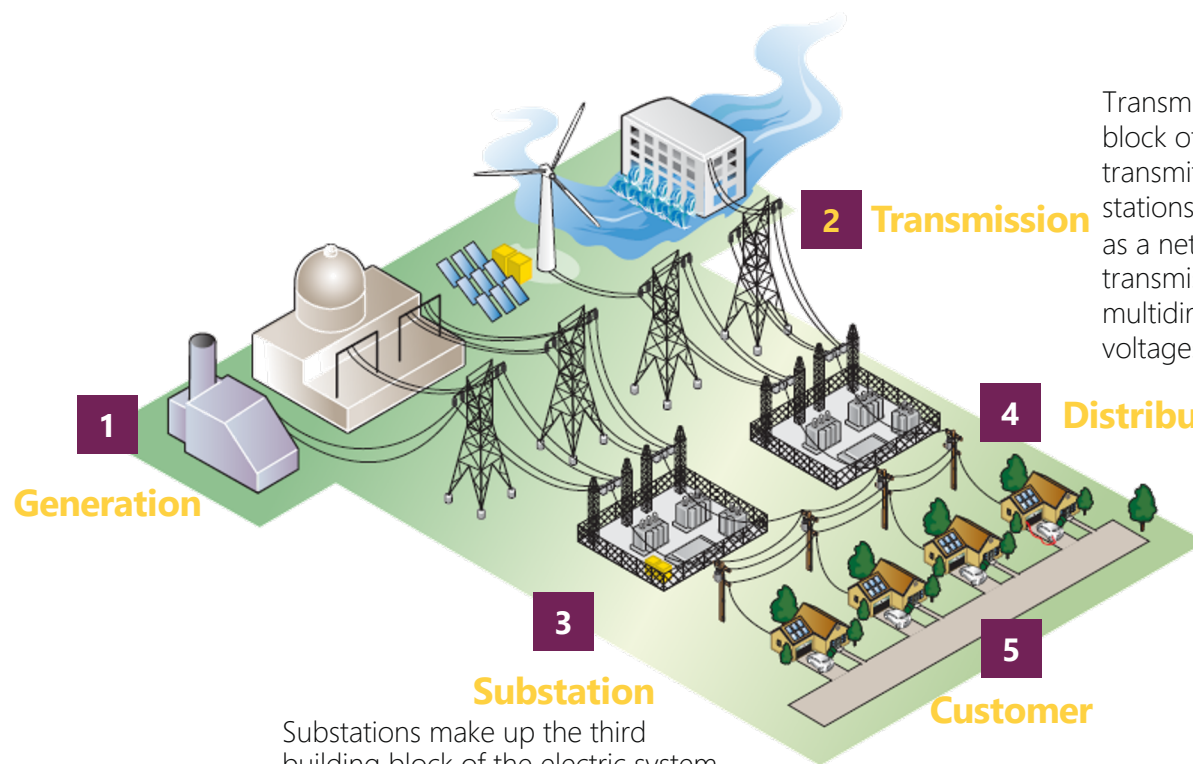


Source(s): UC Merced

Last Updated - 02/07/22

[Learn more about these data](#)

The Electricity Grid: A Network for Delivering Electricity from Generation Stations to Customers



1
Generation

2
Transmission

4
Distribution

3
Substation

5
Customer

Substations make up the third building block of the electric system, receiving electricity from transmission lines and reducing the voltage so it is compatible with the distribution lines that serve the area. This is where power flow is monitored and controlled.

Transmission is the second building block of the electric system, used to transmit electricity from generation stations to urban load centers. Designed as a network to support reliability, transmission infrastructure carries multidirectional power flow at high voltages.

Distribution is the fourth building block of the electric system and is how electricity reaches SCE's residential and commercial customers. In a conventional distribution circuit, power flows in one direction from the substation (at the reduced voltage) to the customers' load.

Community Feedback on Wildfire Adaptation Measures

Electrical infrastructure near **Bishop, CA** may experience wildfire events in the future due to a changing climate. During these potential wildfires, there may be power outages for residents of Bishop.



Possible increased vegetation management (ex. tree trimming), fire wrapping poles, or undergrounding wildfire-prone sections of line

Note: these activities may last approximately 2-5 weeks per mile of intermittent work activities.

Potential options to prevent outages during wildfire events:

- Conduct vegetation management;
- Fire wrap poles; and/or
- Underground wildfire-prone sections of the line.

Map View



ILLUSTRATIVE EXAMPLE FOR DISCUSSION AND FEEDBACK PURPOSES ONLY

Short Form Survey - Wildfire Adaptation Measures

Your name

Your email address and/or phone number

Your city name

Potential SCE actions may have the following impacts on local communities. **Please select the 3 most important factors.**

Short Term

- Air quality:** Increased dust and emissions
- Noise:** Use of heavy machinery such as cranes, diggers, excavators, bulldozers, trucks, and helicopters
- Traffic:** Road closure/detours
- Power Outages:** Intermittent power outages coordinated with the community
- Visual:** Placement of temporary structures

Permanent

- Green Space:** Adaptation actions may result in the addition of green space
- Visual:** Placement of new or modified structures (e.g., poles, lines, walls)

Other Factors

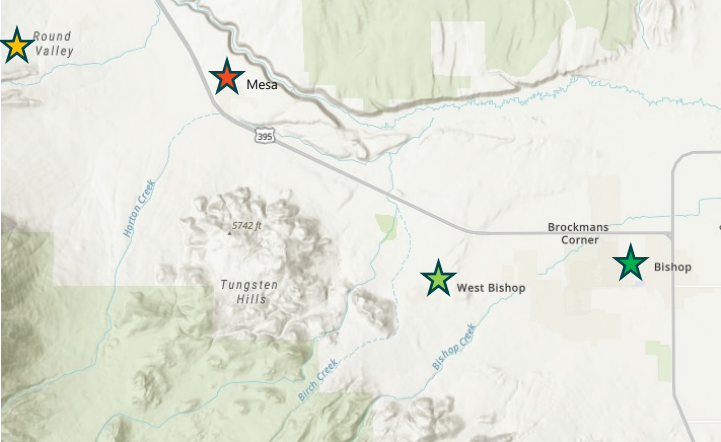
- (Please Describe):**

- (Please Describe):**

Long Form Survey - Wildfire Adaptation Measures

| Your name | | Your email address and/or phone number | | Your city name |
|---|---|--|--|---|
| Impact Category | SCE's Evaluation | What impacts is SCE missing? | What are your key concerns with these impacts? | What are some suggestions to help alleviate these concerns? |
| Environmental Impact | <i>The project may involve up to 2-5 weeks of intermittent construction resulting in air pollution from construction machinery.</i> | | | |
| Additional Burdens to Community | <i>This project may involve up to 2-5 weeks of intermittent construction-related noise, road closures/detours, and power outages.</i> | | | |
| Potential Public Amenities | <i>This project may involve vegetation management (tree trimming).</i> | | | |
| | | | | |
| Do you have any additional feedback for us? | | | | |

Community Resiliency Feedback Survey – Other DVCs in Inyo and Mono County



Resiliency Definition:

Ability of communities to withstand and recover from power outages.

This can include:

- Physical and psychological health of the population
- Social and economic well-being of the community
- Social connectedness for resource exchange, response, and recovery
- Governmental and nongovernmental organizations providing aid

| | | | | | | |
|--|---|---|---|---|---|---|
| Your name | Your email address and/or phone number | | | | | |
| Your City | | | | | | |
| Rank the resiliency of your community to power outages from 1-5. <i>(1 = least resilient, 5 = most resilient)</i> | 1 | 2 | 3 | 4 | 5 | |
| What are your main concerns with power outages? <i>(Who is most at risk? What are the most impactful effects?)</i> | | | | | | |
| Assign resiliency of these communities to power outages from 1-5. Leave blank if you are not familiar with community. <i>The communities are marked approximately on the map. (1 = least resilient, 5 = most resilient)</i> | Round Valley | 1 | 2 | 3 | 4 | 5 |
| | Mesa | 1 | 2 | 3 | 4 | 5 |
| | West Bishop | 1 | 2 | 3 | 4 | 5 |
| | Bishop | 1 | 2 | 3 | 4 | 5 |

Further Information

- Survey Links: linktr.ee/highsierraenergy
 - Short Form, Fill-in & Spanish
 - Please participate and share with your constituents
 - Survey deadline: March 1, 2022
- SCE and High Sierra Energy Foundation
 - Email: climateaction@sce.com or bold@highsierraenergy.org
 - Web site: <https://www.sce.com/about-us/environment/climate-adaptation>
 - Phone: SCE: (626) 302-0673 (Anuj Desai) or HSEF (760) 934-4650 (Pam Bold)



County of Inyo



Agricultural Commissioner - OVMAP

CONSENT - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Nathan Reade

SUBJECT: Sole-Source Purchase for Mosquito Abatement Materials

RECOMMENDED ACTION:

Request Board: A) declare ADAPCO of Sanford, FL a sole-source provider of Mosquito Abatement Insecticides; and B) authorize the purchase of Mosquito Abatement Insecticides from ADAPCO in the amount of \$7,088.66 and not to exceed \$12,311.03 for the entire 2021-2022 Fiscal Year.

SUMMARY/JUSTIFICATION:

Valent BioSciences of Libertyville, IL is the sole manufacturer and registrant of the VectoBac product brand including VectoBac GR mosquito larvicide. Valent BioSciences has designated ADAPCO of Sanford, FL as the sole authorized distributor of the VectoBac product brand including VectoBac GR in the State of California. The active ingredient of this product is *Bacillus thuringiensis* subspecies *israelensis*, a biological mosquito larvicide that allows the OVMAP to provide safe and effective control of mosquitoes in their district. Purchases of this product are made each year prior to the mosquito season to ensure a sufficient quantity is available for use.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The material that has proven most effective for certain mosquito abatement activities in our area, Vectobac GR, is manufactured by one company, Valent BioSciences. OVMAP has requested and been approved by your Board to use Valent BioSciences as a sole source vendor for this product for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve this request. Doing so could limit the scope of mosquito abatement treatments with the potential of putting public health at risk and preventing the OVMAP from fulfilling contracts with State and local/other agencies.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The cost of this purchase is \$6,588.66 (\$6,114.78 + \$473.90 tax). The 10 Gallons of ULV Flushing Solvent will not exceed \$500.00 Total should be \$7,088.66 Sufficient funds for this purchase exist in the OVMAP budget unit 154101, expense object code 5311 (General Operating Expense). The OVMAP is a non-general fund program.

There will be no fiscal impact to the Inyo County General Fund.

ATTACHMENTS:

APPROVALS:

Janice Jackson
Janice Jackson
Darcy Ellis
Nathan Reade
Amy Shepherd

Created/Initiated - 2/10/2022
Approved - 2/10/2022
Approved - 2/10/2022
Approved - 2/17/2022
Final Approval - 2/17/2022



County of Inyo

Clerk of the Board

CONSENT - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Tecopa Cemetery District Appointments

RECOMMENDED ACTION:

Request Board approve Resolution No. 2022-05, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Appointing Interested Individuals to the Governing Board of the Tecopa Cemetery District and Divesting its Authority as the Governing Board of the Tecopa Cemetery District," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

On January 18, 2022, the Inyo County Board of Supervisors held a public hearing and exercised its power pursuant to Health & Safety Code section 9026 to declare itself the governing board of the Tecopa Cemetery District. Following the Board of Supervisors' actions, three individuals requested that the Board of Supervisors appoint them to serve on the District's governing board (see Exhibit A).

With three interested individuals, the District governing board will be capable of forming a quorum, therefore mooted the need for the Board of Supervisors to serve as the governing board. It is recommended the Board appoint the three individuals - John Muccio as Chairperson, Frank Esposito as Vice Chair, and Kathleen O'Connell as Secretary - and also divest its authority as the district governing board.

The appointees will be stepping into vacant, four-year terms expiring February 22, 2026.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board can decline to appoint the interested individuals but this is not recommended.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

N/A

ATTACHMENTS:

1. Tecopa Cemetery District Resolution
2. Exhibit A: Letters of Interest

APPROVALS:

| | |
|--------------|-------------------------------|
| Darcy Ellis | Created/Initiated - 2/16/2022 |
| Darcy Ellis | Approved - 2/16/2022 |
| John Vallejo | Approved - 2/16/2022 |
| Amy Shepherd | Final Approval - 2/16/2022 |

RESOLUTION NO. 2022 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
APPOINTING INTERESTED INDIVIDUALS TO THE GOVERNING BOARD OF THE
TECOPA CEMETERY DISTRICT AND DIVESTING ITS AUTHORITY AS THE
GOVERNING BOARD OF THE TECOPA CEMETERY DISTRICT**

WEREAS, on January 18, 2022, the Inyo County Board of Supervisors held a public hearing and exercised its power pursuant to Health & Safety Code section 9026 to declare itself the governing board of the Tecopa Cemetery District (“the District”);

WHEREAS, following the Board of Supervisors’ actions, three individuals requested that the Board of Supervisors appoint them to serve on the District’s governing board; and

WHEREAS, with three interested individuals, the District governing board will be capable of forming a quorum, therefore mooted the need for the Board of Supervisors to serve as the governing board;

NOW THEREFORE BE IT RESOLVED:

1. That, pursuant to the letters of interest attached hereto as Exhibit A, the Inyo County Board of Supervisors appoints John Muccio, Frank Esposito, and Kathleen O’Connell to the District governing board. Mr. Muccio shall be the Chairperson. Mr. Esposito shall be the Vice Chairperson. Ms. O’Connell shall be the Secretary.
2. That the Inyo County Board of Supervisors, as of the date of adoption of this resolution, shall no longer be the governing board of the Tecopa Cemetery District.

PASSED AND ADOPTED this _____ day of February 2022, by the following vote:

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

DAN TOTTEROH, Chairperson
Inyo County Board of Supervisors

ATTEST: Leslie Chapman
 Clerk of the Board

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

Darcy Ellis

To: john muccio
Subject: RE: Tecopa Cemetery Board

From: john muccio [<mailto:johnmuccio92@gmail.com>]

Sent: Sunday, February 6, 2022 8:38 AM

To: Darcy Ellis

Subject: Re: Tecopa Cemetery Board

CAUTION: This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Good morning Darcy

I would like to officially throw my hat in the ring for the cemetery board opening.

Thanks John

Darcy Ellis

From: Frank Esposito <tecopafrank@hotmail.com>
Sent: Friday, February 11, 2022 3:16 PM
To: Darcy Ellis
Cc: Frank Esposito
Subject: Tecopa cemetery board

CAUTION: This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Please consider Frank Esposito, Tecopa resident

And

Kathleen O Connel, Tecopa resident for board positions at the Tecopa Cemetary

Thank you,

Frank Esposito

775 537 3227

Kathleen O Connel

760 852 4553

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County of Inyo



County Administrator - Information Services

CONSENT - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Scott Armstrong

SUBJECT: Purchase order with Roundstone for Nutanix hyperconverged virtual server environment

RECOMMENDED ACTION:

Request Board waive competitive bidding requirement and then authorize a purchase order in an amount not to exceed \$122,500 plus freight costs, payable to Roundstone Solutions, Inc., of Orinda, CA, under the California Statewide Contract 1-19-70-19N-1 Enterprise Technology (Data Center Equipment) for Nutanix hyperconverged infrastructure virtual server environment appliance, support, licensing, and training.

SUMMARY/JUSTIFICATION:

This hyperconverged virtual infrastructure virtual server appliance will replace several of the County's aging physical servers, provide redundancy, improve application performance on demand, and provide much needed flexibility in rapidly setting up new servers for application upgrades, new services, or proof-of-concept test systems.

This hyperconverged appliance is much more compact and far less costly than earlier virtual server environments, but like the earlier virtualized environments, it provides flexibility that can support the rapidly changing needs of our County's Departments that are becoming more common.

This purchase is for the Nutanix HCI Appliance with three NX-1175S nodes with data resiliency, virtual machine management software, licensing and hardware support for 5 years, and online training.

The purchase of Microsoft Windows Server Datacenter licensing for this system will be requested in a separate Board Request.

This proposed purchase would utilize special pricing available to the County as a local government agency through the State of California's Department of General Services Procurement Division contract. Under such circumstances, it is not in the public's interest to engage in competitive bidding, and waiving competitive bidding is authorized by the County's purchasing policies.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

The cost of the Nutanix HCI appliance, licensing and hardware support will be paid from the FY2021-2022 Computer Upgrade Budget 011808, Equipment Object Code 5650. The cost for online training will be paid from the FY2021-2022 Information Services Budget 011801, Professional Services Object Code 5265.

ATTACHMENTS:

1. Nutanix for County of Inyo
2. User Instructions

APPROVALS:

Scott Armstrong
Darcy Ellis
Scott Armstrong
John Vallejo
Amy Shepherd

Created/Initiated - 2/15/2022
Approved - 2/16/2022
Approved - 2/16/2022
Approved - 2/16/2022
Final Approval - 2/16/2022



February 4, 2022

Mr. Michael Baffrey
Senior Programmer Analyst
County of Inyo
168 N. Edwards St.
Independence, CA 93526

Dear Mike:

Thank you very much for the opportunity to work with you and The County of Inyo on the supply of Nutanix Hyper-Converged Infrastructure (HCI) appliances for your environment. It is with pleasure that we provide this **updated** proposal on behalf of Roundstone Solutions (Roundstone) and our partner Nutanix.

Attached, please find our proposal, with changes from our previous proposal as follows:

- The Nutanix NX-1175S nodes are now Generation 8 nodes, instead of G7. These are the new nodes now shipping.
- RAM has increased from 384GB to 512GB for each node.
- The Intel CPUs are slightly different (Gold 6326) but have the same clock speed and number of cores as the previous CPUs (Gold 6226R). They are slightly higher performing as they are more efficient.
- Twice the network connections; the standard is now a 4-port adapter per node, due to supply constraints on 2-port adapters

Pricing has increased slightly, most of it due to the increase in hardware costs, and the cost to support the hardware. We've tried to offset some of the increased cost.

If you have any questions, please let me know. Thanks again for the chance to continue to work with you and the County.

Sincerely,

ROUNDSTONE SOLUTIONS INC.

Timothy J. Joyce
President and CEO



**ROUNDSTONE SOLUTIONS INC.
PROPOSAL TO THE COUNTY OF INYO
FEBRUARY 4, 2022
NUTANIX HCI APPLIANCES**

Roundstone proposes to supply the following to the County of Inyo:

PRODUCTS: (3) Nutanix NX-1175S-G8 (Single CPU nodes), each with:
(1) Intel Gold 6326 CPU (2.9GHz, 16C)
512GB RAM (8x64GB)
7.68TB SSD raw (2x3.84TB)
24TB HDD raw (2x12TB)
(4) 10GbE SFP+ ports
No cables or transceivers
AOS Pro License-60 months
Production HW Support-60 months
Nutanix Flow License-60 months
Nutanix Administrators class for 4 people
In-bound freight

LOCATION: Independence, CA
SHIP DATE: 2-3 weeks after receipt of signed order
SALE PRICE: \$119,549 for 60-month license and support term
\$ 2,852 (7.75% sales tax)
\$122,401 TOTAL

Notes:

1. The total configuration of these three (3) nodes is 48 cores at 2.9 GHz, 1.536TB RAM, 23.04TB of SSD (raw), and 72TB of HDD (raw).
2. Products are provided new through Roundstone's authorized reseller agreement with Nutanix.
3. This transaction will be completed using the CA DGS Enterprise Technology Contract which Roundstone has. There are no fees for the County to use this contract. Once you're ready to go with this, Roundstone will provide the "official" DGS spreadsheet showing all of the SKUs and pricing by SKU. The totals here will match the spreadsheet.
4. Roundstone is a California Certified Small Business Enterprise.
5. This proposal is valid through March 19, 2022.



**ROUNDSTONE SOLUTIONS INC.
PROPOSAL TO THE COUNTY OF INYO
FEBRUARY 4, 2022
NUTANIX HCI APPLIANCES**

Here is the breakdown of costs on the previous page

| | |
|-------------------|---|
| Hardware: | Taxable |
| Hardware Support: | Taxable (because it includes parts) |
| Software: | Not taxable, because it's electronically downloaded |
| Installation: | Not taxable, due to it being services |
| Education: | Not taxable, as it's education |
| Freight: | Not taxable, and not able to be included |

That said, here's the breakdown for what we have proposed:

| | |
|--------------------|---|
| Hardware: | \$ 33,120 |
| Hardware Support: | \$ 3,685 |
| Sales Tax (7.75%): | \$ 2,852 |
| Software (AOS): | \$ 55,200 |
| Software (Flow): | \$ 17,809 |
| Installation: | \$. 6,515 |
| Education: | \$ 3,120 |
| Freight: | <u>\$ 0</u> (DGS contract prohibits charging for freight) |
| TOTAL: | \$122,401 |



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY
***Supplement 4**
*(Incorporates Supplements 1 – 4)**

| | |
|-------------------------------|---|
| ISSUE AND EFFECTIVE DATE: | *4/27/2021* |
| CONTRACT NUMBER: | 1-19-70-19N-1 |
| DESCRIPTION: | Enterprise Technology (Data Center Equipment) Nutanix - OEM |
| CONTRACTOR: | Roundstone Solutions, Inc. |
| CONTRACT TERM: | April 1, 2021 through *March 31, 2023* |
| STATE CONTRACT ADMINISTRATOR: | *Rudolph Jimenez (916) 441-9624* Rudolph.Jimenez@dgs.ca.gov |

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[IT General Provisions, rev 09/05/2014](http://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd_401IT.pdf)

(http://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd_401IT.pdf)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION

| | | |
|---|--|---|
| Mailing Address: Roundstone Solutions, Inc. 120 Villiage Square, #65 Orinda, CA 94563 | Fax/Email: Fax: (925) 263-6320 Email: tim@roundstonesolutions.com | Contact Information: Roundstone Solutions, Inc. Timothy J. Joyce (Tim) Phone: (925) 217-1177 (office) (925) 324-1582 (cell) Email: tim@roundstonesolutions.com |
|---|--|---|

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

| ORDER PLACEMENT INFORMATION |
|---|
| Contractor Website: http://www.roundstonesolutions.com/roundstone-state-of-ca-contract-for-nutanix.html OEM MSRP: www.ntnxusgov.com |

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

| Supplement Number | Description/Articles | Supplement Date |
|--------------------------|---|------------------------|
| *4* | <p><i>*Subject contract for Enterprise Technology is hereby modified to reflect the following changes:</i></p> <ul style="list-style-type: none"> ➤ <i>Front Page: Extend contract.</i> ➤ <i>Article 2: Update language and Contractor name.</i> ➤ <i>Article 12: Update language.</i> ➤ <i>Article 31: Updated Contract Administrator</i> | *4/27/2021* |
| 3 | <p>Subject contract for Enterprise Technology is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Effective January 31, 2020, the DGS-PD will no longer be approving quotes for Statewide Mandatory Contracts. Ordering agencies will still be responsible for reviewing their quotes and ensuring that they are purchasing within the scope of the contract. ➤ Article 2: Update language and contractor name. ➤ Article 7: Update language. ➤ Article 8: Update language. ➤ Article 17: Update Language. ➤ Article 19: Update language. ➤ Attachment 2 - Quote Review – Instructions and Sample Quote, Supplement 3: Updated language. | 2/10/2020 |
| 2 | <p>Subject contract for Enterprise Technology is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Front Page: Update Contractor link. ➤ Article 2: Update language. ➤ Article 6: Update language. ➤ Article 7: Update OEM and language. ➤ Article 17: Update language. ➤ Article 22: Article # correction. ➤ Article 32: Article # correction. ➤ Article 33: Article # correction. ➤ Article 34: Article # correction. ➤ Article 47: Update Contractor Link. ➤ Article 48: Add attachment. | 10/10/2019 |

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

| Supplement Number | Description/Articles | Supplement Date |
|-------------------|--|-----------------|
| 1 | <ul style="list-style-type: none"> ➤ Subject contract for Enterprise Technology is hereby modified to reflect the following changes: ➤ Front page: Add IT GSPD link. ➤ Front page: Update Contract Administrator. ➤ Article 2: Add quote timeframes. ➤ Article 7: Update language. ➤ Article 8: Update language. ➤ Article 31: Update Contract Administrator. | 5/8/2019 |
| N/A | Original Contract Posted | 4/1/2019 |

All other terms and conditions remain the same.

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

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Contract (Mandatory) 1-19-70-19N-1
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Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

1. SCOPE

The State's contract with Roundstone Solutions, Inc. (Contractor) provides Nutanix - Enterprise Technology at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-19-70-19N-1. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Nutanix - Enterprise Technology to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments for hardware purchases only. ***All other products and*** Network Security are not mandatory.
- The use of the Enterprise Technology contracts is mandatory for all State of California departments for hardware purchase only. Network Security is not mandatory.
- All quotes must be in MS Excel format. If a Statement of Work (SOW) is required (any quote with Professional services), it must be created by the ordering agency and added to their procurement file.
- It is the responsibility of the Department to review quotes. Review includes accuracy against the MSRP, correct discounts, correct product, etc. Instructions are provided on Attachment 2, Quote Review – Instructions and Sample Quote.
- Departments may choose any OEM silo offered, however, it is highly recommended that the ordering department receive quotes from multiple Contractors within an OEM silo to ensure the best price for the State solution, while still meeting the needs of the department.
- Contract discounts are the minimum discount the Contractor is required to offer. Contractors may offer a better discount than the contract offers.
- Contractors have two (2) business days to respond to a quote request. Contact the State Contract Administrator if a Contractor does not respond to your quote request.

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

- The OEM contract choices are:

| B. <u>Arista Networks</u> | | Cisco | |
|---------------------------|---------------------------------------|---------------|------------------------------------|
| 1-19-70-19A | Enterprise Networking Solutions, Inc. | 1-19-70-19B-1 | NWN Corporation |
| | | 1-19-70-19B-2 | Presidio Networked Solutions Group |

| Commvault | | Dell/EMC | |
|---------------|------------------------------------|---------------|--|
| 1-19-70-19C-1 | Presidio Networked Solutions Group | 1-19-70-19D-1 | Technology Integration Group |
| 1-19-70-19C-2 | Impex Technologies, Inc. | 1-19-70-19D-2 | <i>*Ahead, Inc. dba* Kovarus, Inc.</i> |
| 1-19-70-19C-3 | Insight Public Sector | | |

| Extreme Networks | | F5 | |
|------------------|---------------------------------------|-------------|--------------------|
| 1-19-70-19E-1 | EYEP Solutions (SB) | 1-19-70-19F | CDW-Government LLC |
| 1-19-70-19E-2 | Enterprise Networking Solutions, Inc. | | |

| Fortinet | | HPE | |
|---------------|------------------------------|---------------|--------------------|
| 1-19-70-19G-1 | SLED IT Solutions, Inc. (SB) | 1-19-70-19H-1 | Entisys360 |
| 1-19-70-19G-2 | EYEP Solutions (SB) | 1-19-70-19H-2 | NWN Corporation |
| 1-19-70-19G-3 | Golden Star Technology | 1-19-70-19H-3 | CDW-Government LLC |

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

| IBM | | Juniper | |
|-------------|------------------------|---------------|---|
| 1-19-70-19I | Direct Support Systems | 1-19-70-19J-1 | Castro International Consulting (SB/DVBE) |
| | | 1-19-70-19J-2 | Dynamic Systems |
| | | 1-19-70-19J-3 | InterVision Systems |

| Lenovo | | Luminex | |
|-------------|---------------------------------------|-------------|-------------|
| 1-19-70-19K | Enterprise Networking Solutions, Inc. | 1-19-70-19L | Entisys 360 |

| NetApp | | Nutanix | |
|-------------|---------------------------------------|---------------|------------------------------------|
| 1-19-70-19M | Enterprise Networking Solutions, Inc. | 1-19-70-19N-1 | Roundstone Solutions (SB) |
| | | 1-19-70-19N-2 | Presidio Networked Solutions Group |
| | | 1-19-70-19N-3 | Insight Public Sector |

| Oracle | | Palo Alto Networks | |
|-------------|-----------------|--------------------|---------------------------------------|
| 1-19-70-19O | Dynamic Systems | 1-19-70-19P | Enterprise Networking Solutions, Inc. |

| Pure Storage | | Rubrik | |
|---------------|--|-------------|---------------------------------------|
| 1-19-70-19Q-1 | HSB Solutions, Inc. | 1-19-70-19R | Enterprise Networking Solutions, Inc. |
| 1-19-70-19Q-2 | NTT America, Inc. [Solutions, Inc.] | | |
| 1-19-70-19Q-3 | Teranomic | | |

| StorageCraft | |
|--------------|-------------|
| 1-19-70-19S | Entisys 360 |

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

- All contracts listed in the table above can be viewed at [The State Leveragd Procurement Agreement search page](https://www.caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx) (<https://www.caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx>)
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g., California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 3, as applicable.
- Prior to placing orders against this contract, State departments must have been granted IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

- C.** Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency's purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. EXEMPT PURCHASES

The purchase of any Enterprise Technology other than that included in the contracted OEM's catalogs requires an approved exemption from the State Contract Administrator. Please refer to [Justification for Purchase Outside a Statewide Contract](https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Statewide-Contracts/CMU-12-01-JustificationForm.pdf?la=en&hash=C8701858497AAC3669A707153277C70BD200E737) <https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Statewide-Contracts/CMU-12-01-JustificationForm.pdf?la=en&hash=C8701858497AAC3669A707153277C70BD200E737> for information and the required justification forms regarding the exemption process.

These special exemption purchases must be documented within the individual procurement file and will be acquired under the department-approved IT purchasing authority guidelines stated in the SCM Volume 3.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

7. CONTRACT ITEMS

This contract includes a complete catalog of all Nutanix Enterprise Technology. Enterprise Technology includes equipment in a Data Center and equipment that can interface with a Data Center (e.g., servers, storage, converged & hyper-converged systems, on-campus networking, fabric). Hardware is the main focus for this contract. Software, accessories, and services will be ancillary and support the hardware. Installation and professional services cannot be purchased as a stand-alone from this contract unless being purchased for the purpose of warranty/support services.

This contract does not include the following items:

- 1) Cloud Services including acquisitions structured as managed on-site services
- 2) Storage as a Service, an architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis.
- 3) Telecommunications hardware and services
- 4) PC Goods
- 5) Wireless phone and internet service
- 6) Managed Print Services
- 7) Printers, Tablets, Cellular Phone Equipment
- 8) Off-campus networking
- 9) Public Works

This contract is percentage-off the OEM List Price (MSRP). The URL to the OEM List Price (MSRP) is listed on the cover of these User Instructions. Discounts for each type of technology can be found on Attachment 1, Contract Discounts.

Ordering agencies can purchase anything for a data center that is not included within the non-contract items listed above (items 1 through 9) but all items must be in the MSRP to be approved. Actual prices not in the MSRP must be justifiable with either attachments or additional tabs explaining the baseline price. All calculations must be shown.

8. INSTALLATION, PROFESSIONAL SERVICES, WARRANTY/SUPPORT, SUBSCRIPTIONS/LICENSES, AND PRE-WORK CONSULTATION

These items are available on this contract with the purchase of hardware unless otherwise stated below:

- Any Professional Services/Pre-Work Consultation must have a SOW accompany the quote. Training is considered a Professional Service; however, if the quote has only training for the professional services sub-category, then a SOW is not required.
- Subscriptions/licenses are available for purchase. Discounts shall be the same as the hardware/software discount that the subscription/license is being purchased for.
- Warranty/Support, Subscriptions, and Licenses can be purchased as a stand-alone. All other services must support a hardware purchase (cannot be purchased as a stand-alone) unless being purchased for the purpose of warranty/support services.

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

- Warranty/support, subscriptions and/or licenses shall be executed prior to their start date.

9. SPECIFICATIONS

There are no specifications for this contract.

10. CUSTOMER SERVICE

The Contractor will have a customer service unit that is dedicated to this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur
- Are designated for training and general customer service follow-up

| Contact | Phone | Email |
|------------------------|--|--|
| Timothy J. Joyce (Tim) | (925) 217-1177 (office) (925) 324-1582 (cell) | tim@roundstonesolutions.com |

11. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

A contract website specific to this Statewide Contract for Nutanix Enterprise Technology is available and contains the following data elements at a minimum:

- Contract-specific discounts
- Warranty Information
- SB/DVBE participation information
- Quote generation/instructions on how to receive a quote
- Contractor's customer service contact information
- Publically-available OEM price list URL's (current and archives)

The URL is listed on the front cover of this User Instructions.

12. OFFER FORMAT

The Contractor shall provide an offer to ordering agencies in an MS Excel spreadsheet format. ***[Purchases from this contract may not take place without the written authorization of the State's Contract Administrator.]***

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

The authorization process requires submission of the Contractor's offer format spreadsheet which must include the following data elements:

- Contractor letterhead
- Offer/Quote "prepared by" name and contact information
- Offer/Quote number
- Date of Offer/Quote
- Expiration of Offer/Quote (no less than sixty (60) calendar days)
- Ordering agency name
- Ordering agency contact person
- Contract number
- Contract expiration date
- Link to OEM Price List (MSRP)
- Group/Category Sub-headers
- Segment ID
- Service Proprietary/Not Proprietary
- Quantity
- Description of Item
- Manufacturer's Part Number/SKU
- OEM Price List (MSRP)/Index Price
- Contract Discount and Unit Price
- Extended Price (Quantity x Contract Price)
- Energy Star® certification (if applicable)

13. PRODUCT SUBSTITUTIONS/DISCONTINUED ITEMS

Product substitution shall be in accordance with of the General Provisions, Section 15, "Substitutions". Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator and/or the ordering agency.

14. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer ordering agencies purchasers the promotional pricing or the discount percentage off list, whichever is lower.

The Contractor shall notify the State Contract Administrator of all promotional pricing changes. Notification shall include at a minimum:

- Promotion start/end dates
- Models, products, and services included in the promotion
- Promotional pricing

Promotional pricing shall not be cause for a permanent change in pricing. Promotional pricing shall not be cause for Contractor refresh.

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

Promotional items shall come with all benefits of the statewide contract terms and conditions and shall include all provisions such as warranty and delivery.

15. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT

This requirement does not apply to local government agencies.

For State departments, a signed certification of compliance with state information technology (IT) policies is required for all IT acquisitions of hardware, software, and services that cost \$5,000 or more. The policy and required format is provided in SAM Section 4819.41.

16. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI\$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Contract Line-Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket purchase orders against this statewide contract is not allowed.

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

17. MINIMUM ORDER

There is no minimum order for hardware or accessories for the resulting contract. Services (professional services, installation, training, pre-work consultation) shall not be stand-alone purchases from this contract unless being purchased for the purpose of warranty/support services.

18. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

| ORDER PLACEMENT INFORMATION | | |
|--|--|--|
| U.S. Mail: Roundstone Solutions, Inc. 120 Villiage Square, #65 Orinda, CA 94563 | Facsimile: (925) 217-1177 (office) (925) 324-1582 (cell) | Email: tim@roundstonesolutions.com |

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

19. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

20. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation within forty-eight (48) hours of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Contractor's Order Number
- Description of Goods
- Total Cost
- Anticipated Delivery Date
- Identification of any Out of Stock/Discontinued Items

21. OUT OF STOCK REMEDY

Upon receipt of an order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request a back order
- Cancel the item from the order with no penalty

The Contractor will provide notification to the ordering agencies regarding out-of-stock items which have been back ordered.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products.

22. DISCONTINUED ITEM REMEDY

Upon receipt of an order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (Article 13, Product Substitutions/Discontinued Items)
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

23. DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

A. Locations

Deliveries are to be made (statewide) to the location specified on the individual purchase order, which may include, but not limited to inside buildings, high-rise office buildings, and receiving docks.

B. Schedule

Delivery of ordered product shall be completed in full within thirty (30) calendar days after receipt of an order (ARO) unless otherwise agreed to in writing by the ordering agency. Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each customer to inquire regarding their specific delivery hours and drop locations before the delivery occurs.

The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time (as soon as the Contractor has been made aware; no longer than four (4) hours before delivery) if delivery cannot be made within the time frame specified on the order.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

C. Security Requirements

Deliveries may be made to locations inside secure institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the Contractor's responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

24. EMERGENCY/EXPEDITED ORDERS

Emergency/Expedited orders do not apply to this contract.

25. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

Special Delivery charges may occur. These charges must be described in detail by the Contractor (either in the purchase order or in the SOW) and MUST BE pre-approved by the State Contract Administrator.

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

26. PALLETS

Unless otherwise specified on the ordering agency's purchase order document, standard commercially available pallet sizes should be used. All pallets shall be of sturdy construction and adequate condition to assure delivery of the goods without damage to the goods or safety hazards.

Exchange pallets may be available; however, the State assumes no responsibility for the availability to exchange pallets. Delivery drivers shall not remove more pallets from the location than delivering at time of delivery.

27. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Section 12, "Packing and Shipment".

28. PACKING SLIP

Packing slip requirements shall be in accordance with the General Provisions, Section 12, "Packing and Shipment".

Any back-ordered or out of stock items shall be identified on the packing slip as well as the availability date of unfilled and partial shipment.

29. PACKING LABEL

A packing label will also be included with each order shipped and include the following items, visible on the outside of the box:

- Ordering agency name
- Delivery address, unit, and/or floor
- Department and floor
- Ordering agency contact name
- Ordering agency telephone number

30. INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be in accordance with the General Provisions, Section 16, Inspection, Acceptance and Rejection.

31. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

| Administrator Information | DGS-PD | Roundstone Solutions, Inc. |
|----------------------------------|--|--|
| Contact Name: | <i>*Rudolph Jimenez*</i> | Timothy J. Joyce (Tim), President and CEO |
| Telephone: | <i>*(916) 441-9624*</i> | (925) 217-1177 (office) (925) 324-1582 (cell) |
| Facsimile: | (916) 375-4613 | (925) 263-6320 |
| Email: | Rudolph.Jimenez@dgs.ca.gov | tim@roundstonesolutions.com |
| Address: | DGS/Procurement Division Attn: <i>*Rudolph Jimenez*</i> 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605 | Roundstone Solutions, Inc. Attn: Timothy J. Joyce 120 Villiage Square, #65 Orinda, CA 94563 |

32. RETURN POLICY

Contractor will accept all products for return if returned prior to acceptance by the State in accordance with Article 30, Inspection and Acceptance. Contractor shall offer a credit or refund in accordance with Article 33, Credit Policy. Contractor may impose a Restocking Fee per Article 34, Restocking Fees.

Note: Products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor’s cost or the 15 percent Restocking Fee, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering department a copy of the Contractor’s material cost, if requested, within ten (10) days of request.

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile or e-mail. Shipping or freight costs for returned items that were shipped in error, defective or freight-damaged shall be paid by the Contractor.

Exceptions to the Return Policy’s date of acceptance can be negotiated for an individual SOW with the approval of the Department, Contractor, and the State Contract Administrator.

33. CREDIT POLICY

The Contractor shall offer a credit/refund for the following items:

- Items shipped in error
- Items that are returned within thirty (30) calendar days of delivery
- Defective or freight-damaged items

All other items returned in accordance with Article 32, Return Policy, shall receive credit or refund, less any applicable restocking fees in accordance with Article 34, Restocking Fees.

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

In all cases, the ordering agency shall have the option of taking an exchange, receiving a credit, or receiving a refund.

The Contractor will be responsible for the credit/refund or replacement of all products, including those covered by manufacturer warranties as stated in accordance with Article 39, Warranty. Contractor cannot require the ordering agency to deal directly with the manufacturer.

34. RESTOCKING FEES

The Contractor will not impose a restocking fee on the ordering agency for the following situations:

- Items returned that were damaged upon receipt
- Incorrect items shipped
- Items that are returned within thirty (30) calendar days of delivery
- Items that are returned, but exchanged for other items within thirty (30) calendar days

Re-stocking fees for all other reasons shall be 10 percent of the value of the items to be re-stocked.

The packaging and documentation provisions in accordance with Article 32, Return Policy, shall apply to re-stocked items.

The Contractor will not be required to accept returns more than sixty (60) days after delivery. The ordering agency will be responsible for return transportation costs to the Contractor if so, accepted after sixty (60) days after delivery.

35. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering agency. Invoices will contain the following information:

- Contractor's name, address, and telephone number
- Leveraged Procurement Agreement Number (Contract Number)
- Agency order number (purchase order number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

36. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Purchasing Authority Purchase Order (Std. 65) in accordance with Article 16, Purchase Execution and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 3. This includes but is not limited to the application of all sales and use tax laws, rules, and policies as applicable to the purchase.

C. State Financial Marketplace

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

D. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

37. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 35, Invoicing. CAL-Card invoices shall be submitted to the CAL-Card account holder. The total invoice amount for each CAL-Card order must reflect a zero (0) balance due or credit, if applicable, and state “paid by CAL-Card”.

This website contains additional information regarding [DGS-PD’s CAL-Card program](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities>).

38. CALIFORNIA SELLER’S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at [The California Tax and Fee Administration \(CDTFA\) webpage](http://www.cdtfa.ca.gov) (www.cdtfa.ca.gov). State departments must adhere to the file documentation identified in the State Contracting Manual, Volume 3.

| Contractor Name | Seller Permit # |
|----------------------------|------------------------|
| Roundstone Solutions, Inc. | 102-241438 |

39. WARRANTY

The Contractor must honor all standard manufacturers’ warranties and guarantees from the date of acceptance on all products offered as part of this contract (excluding 3rd party software). The Contractor shall bear all material and labor costs and freight for repair of equipment defects and failure.

During the manufacturers’ warranty period, the Contractor must:

- Honor all manufacturers’ warranties and guarantees on all products offered through the contract.
- Continue to provide warranty service after contract termination until expiration of warranties for products that have been sold under the contract.
- Provide all labor, parts, and travel necessary to keep the products in good operating condition and preserve its operating efficiency in accordance with its technical specifications.
- Pay any necessary shipment and insurance costs.

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

The warranty services listed shall include all products, software and firmware maintenance costs and costs of labor, parts, travel, factory overhaul, rehabilitation, shipping, transportation, and substitute products (if offered) as necessary. If it is necessary to remove any products from an Ordering Agency's location where on-site warranty is specified, the Contractor will provide substitute products (if offered) at the time of removal. Substitute products (if offered) will be comparable to or better than the products removed. In instances where it is necessary for the Contractor to return the products to the factory, the Contractor will be responsible for all costs of the products from the time it leaves the Ordering Agency's site until it is returned to the site in good operating condition.

Only new standard parts or parts equal in performance to new parts will be used in effecting repairs. Parts that have been replaced will become the property of the Contractor except in instances where the State chooses to keep the hard drives. Replacement parts installed will become the property of the Ordering Agency.

All operating system software and firmware will be considered an integral component of the equipment and the Contractor will respond to all requests for warranty service for any failure.

Warranty services during the warranty period will not include electrical work external to the products, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this contract. Warranty services also will not include repair of damage resulting from transportation by the Ordering Agency's between State and/or local sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

In the event of system failure or damage caused by the Contractor or its product, the Contractor agrees to use its commercially reasonable efforts to assist in restoring the system to operational capacity provided that the Contractor's products are under warranty or a continuous maintenance agreement.

Additional warranties and support will be offered for purchase from the OEM's catalog.

The warranty/support agreements shall include warranty/support service after contract expiration until the expiration of the warranty/support agreement.

Software/Firmware: At no additional cost, the Contractor must provide the State with software/firmware updates for the length of the support agreement purchased.

40. QUALITY ASSURANCE GUARANTEES

The Contractor shall represent and warrant that Enterprise Technology products provided shall be free from defects in material and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices, or other sources. Contractors must use new products, parts, and components for all new equipment purchased by the State.

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

Contractors may use parts that are equal in performance to new parts for warranty replacement repair parts only as long as it does not violate manufacturers' warranty.

41. EQUIPMENT REPLACEMENT DURING WARRANTY

If the product provided fails to perform in accordance with technical specifications and functional descriptions contained or referenced in the contract agreement and is subject to warranty response three (3) or more times during any ninety (90) day period, the Contractor will upon the ordering agency's request, replace the product at no price. The replacement product(s) will be delivered no later than fifteen (15) working days after the ordering agency's request is received by the Contractor. Replacement goods cannot be used, refurbished, or recycled, and must be of equal or greater value.

42. PRINCIPAL PERIOD OF MAINTENANCE

The Contractor must provide warranty in accordance with the following Principal Period of Maintenance (PPM) times after notification from an ordering agency of a problem with any of the goods included in this contract.

- Metropolitan Areas shall be 8x5x8 NBD **onsite** – Eight (8) hours, typically 8:00 am to 5:00 pm, Pacific Time, five (5) days a week, Monday through Friday, eight (8) hour Next Business Day onsite response time in metropolitan areas, excluding State holidays.
- Non-Metropolitan Areas shall be 8x5x2 (two (2) hour call back response time, excluding State holidays.) Remediation shall be underway within forty-eight (48) hours.

Metropolitan Areas
Counties

- | | |
|-----------------|------------------|
| • San Diego | • Santa Clara |
| • Orange | • San Bernardino |
| • Riverside | • Yolo |
| • Los Angeles | • Solano |
| • San Francisco | • Contra Costa |
| • Alameda | • San Mateo |
| • Sacramento | |

Cities

- | | |
|---------------|-----------------|
| • Redding | • San Quentin |
| • Stockton | • Santa Rosa |
| • Bakersfield | • Santa Barbara |
| • Ventura | • Frontera |
| • Tracy | • Fresno |

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

43. RECYCLED CONTENT

State departments are required to report purchases in many product categories. While this contract does not contain any reportable products at this time, Departments may request the Contractor to validate that their purchase does not contain any recycled content.

44. SB/DVBE PARTICIPATION

The Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certifications and percentages for the Contractor and subcontractor(s) are listed below. State departments can verify that the certifications are currently valid at [The State of California Certifications webpage](https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx) (https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx).

| Name | Prime or Subcontractor | OSDS Certification # | SB Percent (%) | DVBE Percent (%) |
|----------------------------|------------------------|----------------------|-----------------------------------|------------------|
| DVBE Technology Group | Subcontractor | 1802201 | Determined per order – read below | |
| Roundstone Solutions, Inc. | Prime | 1744278 | 100% | N/A |

State departments must identify subcontractors on individual purchase documents whenever subcontractors have been identified.

Individual orders may have no applicable participation or may have participation greater than that of the total contract commitment. Ordering agencies must verify the participation amount with the Contractor. The exact participation percentage levels for each purchase order will be determined on an order-by-order basis in cooperation with the Contractor prior to submittal of a Purchasing Authority Purchase Order (STD 65).

Any irregularities or concerns regarding prime or SB/DVBE subcontractor responsibilities are to be immediately documented and reported to the State Contract Administrator for further investigation. Information provided to the State Contract Administrator includes, but is not limited to:

- Copy of executed purchase document
- Value-added service description
- Work performance issue or concern
- Department contact name, email, and phone number

Departments should keep track of their SB/DVBE participation levels on orders. However, departments may request a monthly report from the Contractor which will provide the SB/DVBE participation levels on purchase orders.

Contract (Mandatory) 1-19-70-19N-1
Contract User Instructions

45. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications and CUF during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of a Bidder Declaration document or perform additional CUF analysis. The State department should make a notation of this within their procurement file.

Exception: It is the responsibility of ordering departments to confirm CUF when value-added services are acquired by an ordering department and performed by certified SB/DVBE subcontractors consistent with commitments identified in the table above.

46. TRADE-IN

There is no Trade-In Program associated with this contract.

47. ELECTRONIC WASTE RECYCLING

The Contractor will comply with the Electronic Waste Recycling Act of 2003 requiring retailers to collect a recycling fee from consumers on covered electronic devices, starting January 1, 2005. California Public Resources Code Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. The fees must be shown on all purchase orders. See the code identified above for more information and exceptions to this definition or go to [CDTFA Tax Rates - Special Taxes and Fees](https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm) (https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm) for a breakdown of the fees.

48. ATTACHMENTS

Attachment 1 – Contract Discounts

Attachment 2 - Quote Review – Instructions and Sample Quote, Supplement 3



County of Inyo



County Administrator - Motor Pool

CONSENT - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Miquela Beall

SUBJECT: Request Board authorize an increase of the blanket P.O.s for Motor Pool Dept.

RECOMMENDED ACTION:

Request Board authorize an increase of blanket purchase orders in the following amounts payable to the following vendors for vehicle maintenance, equipment maintenance, and purchase of tires for Motor Pool: Bishop Automotive by \$22,500 for a total not-to-exceed amount of \$78,500; Mr. K's by \$5,000 for a total not-to-exceed amount of \$25,000; and Britt's Diesel by \$2500 for a total not-to-exceed amount of \$22,500.

SUMMARY/JUSTIFICATION:

Inyo County Motor Pool was issued a blanket purchase order for the FY21/22 for Bishop Ford for regular maintenance and basic repairs of vehicles in the County fleet. When Bishop Ford closed in fall of 2021, there was close to \$30,000 remaining on that blanket P.O. so we are requesting that we be able to redistribute a majority of those remaining funds to the blanket P.O.s for our other local vendors to meet our maintenance and repair needs. This will leave a small amount of funds that will be absorbed back into the Motor Pool maintenance budget. The original blanket purchase order was issued collectively to the departments of Motor Pool and Parks & Rec. but since that time, Parks & Rec has moved under the Public Works Dept. and Motor Pool operates the Bishop Automotive, Mr. K's, and Britts Diesel purchase orders.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the proposed increases but that would be detrimental to the operational needs of the Motor Pool department. We will not be able to meet the needs of the fleet with the current amounts we are authorized to spend at the other local vendors and we will not be able to spend the authorized funds for Bishop Ford because they are no longer in business.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Included in the fiscal year 2021-2022 budgets for Motor Pool, object codes 5171 and 5173.

ATTACHMENTS:

1. 20210720MotorPool - VehicleMaintenanceBlanketP.O.s

APPROVALS:

| | |
|----------------|------------------------------|
| Miquela Beall | Created/Initiated - 2/9/2022 |
| Darcy Ellis | Approved - 2/10/2022 |
| Miquela Beall | Approved - 2/10/2022 |
| John Vallejo | Approved - 2/10/2022 |
| Amy Shepherd | Approved - 2/10/2022 |
| Leslie Chapman | Final Approval - 2/16/2022 |

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20th day of July 2021 an order was duly made and entered as follows:

*Motor Pool –
Vehicle
Maintenance
Blanket P.O.s*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to authorize issuance of blanket purchase orders in the following amounts payable to the following vendors for vehicle maintenance, equipment maintenance and purchase of tires for Motor Pool, Parks and Recreation and Recycling Waste Management, contingent upon the adoption of the Fiscal 2021-2022 Budget: Bishop Ford \$40,000, Bishop Automotive \$56,000, Mr. K's \$20,000, Jim Charlon Ford \$20,000 and Britt's Diesel \$20,000. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

| |
|---|
| Routing |
| |
| |
| CC Purchasing X Personnel Auditor CAO Motor Pool Other: DATE: July 21, 2021 |

WITNESS my hand and the seal of said Board this 20th
Day of July, 2021



LESLIE CHAPMAN
Acting Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



County Administrator - Motor Pool

CONSENT - ACTION REQUIRED

MEETING: July 20, 2021

FROM: Leslie Chapman

SUBJECT: Authorization to issue blanket purchase orders for vehicle/equipment maintenance, parts and tires.

RECOMMENDED ACTION:

Request Board authorize issuance of blanket purchase orders in the following amounts payable to the following vendors for vehicle maintenance, equipment maintenance and purchase of tires for Motor Pool, Parks and Recreation and Recycling Waste Management, contingent upon the adoption of the Fiscal 2021-2022 Budget: Bishop Ford \$40,000, Bishop Automotive \$56,000, Mr. K's \$20,000, Jim Charlton Ford \$20,000 and Britt's Diesel \$20,000.

SUMMARY/JUSTIFICATION:

Parks and Recreation, Motor Pool and Recycling Waste Management Departments utilize outside vendors to execute the preventative maintenance and repair of approximately 200 vehicles in the Motor Pool fleet and maintenance of assorted landfill equipment, as well as Parks and Recreation equipment. Therefore, authorization is requested to open blanket purchase orders with the listed vendors in amounts that exceed \$10,000. The purchase orders will expedite repairs by allowing us to process payments in a timely manner and provides efficiency in the Auditor's office in issuing warrants. The issuance of these purchase orders will not negate the requirement of getting verbal or written quotes for individual purchases in accordance with the County Purchasing Policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the issuance of these blanket purchase orders. In the event that the blanket purchase orders are not issued, the procedure of preparing purchase orders for the individual transactions would be used. The net effect will result in a delay every time a motor pool vehicles or a piece of equipment requires service.

OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

Included in the fiscal year 2021-2022 budgets for Motor Pool, Recycling Waste Management and Parks and Recreation, object codes 5171 and 5173.

ATTACHMENTS:

APPROVALS:

| | |
|------------------|-------------------------------|
| Teresa Elliott | Created/Initiated - 6/30/2021 |
| Darcy Ellis | Approved - 6/30/2021 |
| Teresa Elliott | Approved - 6/30/2021 |
| Marshall Rudolph | Approved - 6/30/2021 |
| Amy Shepherd | Approved - 6/30/2021 |
| Leslie Chapman | Final Approval - 7/2/2021 |



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Anna Scott

SUBJECT: California COVID-19 Outreach and Rapid Deployment (CORD) Data Use Agreement

RECOMMENDED ACTION:

Request Board approve the California COVID-19 Outreach and Rapid Deployment (CORD) Data Use Agreement between the California Department of Public Health and the Inyo County Department of Health and Human Services, and authorize the HHS Director to sign the agreement.

SUMMARY/JUSTIFICATION:

The California Department of Public Health, the Labor and Workforce Development Agency, California Department of Social Services, and other State agencies, publish data, data tables, information, content, files, documents, and material on the California COVID-19 Outreach and Rapid Deployment (“CORD”) Platform for use by local public health agencies. By entering into this agreement, staff working in the HHS Public Health and Prevention division will be able to access data and resources on the state’s CORD platform. This platform is used by local health jurisdictions to access public outreach materials and also is used to track local outreach efforts.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the CORD Data Use Agreement, which would mean that Inyo County staff would not be able to access this resource to support local outreach efforts.

OTHER AGENCY INVOLVEMENT:

CA Department of Public Health

FINANCING:

There is no financing associated with this agreement

ATTACHMENTS:

1. CORD Data Use Agreement

APPROVALS:

| | |
|--------------|-------------------------------|
| Anna Scott | Created/Initiated - 1/26/2022 |
| Darcy Ellis | Approved - 1/26/2022 |
| Marilyn Mann | Approved - 1/27/2022 |
| Sue Dishion | Approved - 1/27/2022 |
| John Vallejo | Approved - 1/27/2022 |
| Amy Shepherd | Approved - 2/1/2022 |
| Marilyn Mann | Final Approval - 2/3/2022 |

**California Department of Public Health
California COVID-19 Outreach and Rapid Deployment (CORD)
Data Use Agreement**

This Agreement is made and entered into on February 22, 2022 by and between the **California Department of Public Health** (“CDPH”) and **Inyo County** (“LHJ”) hereinafter jointly referred to as “Parties” and each individually as a “Party.”

WHEREAS, as a public service, CDPH, the Labor and Workforce Development Agency, California Department of Social Services, and other State agencies, publish data, data tables, information, content, files, documents, and material on the California COVID-19 Outreach and Rapid Deployment (“CORD”) Platform;

WHEREAS, all data published on CORD is de-identified in accordance with the Data De-Identification Guidelines of the California Health and Human Services Agency and is provided “as is” and on an “as available” basis; and

WHEREAS, LHJ wishes to access, and CDPH wishes to provide access to CORD;

NOW THEREFORE, it is agreed as follows:

1. CDPH shall provide LHJ with access to CORD, including the ability to upload and report outreach and education activities, conducted by the jurisdiction or their designee(s) using the form located at: <http://www.cord.report/>.
2. LHJ agrees to only use data obtained from CORD in a manner that has been approved by CDPH. This includes not altering any dashboards or other materials permissibly downloaded from CORD.
3. LHJ understands CORD may contain links to third-party sites, service providers, or features that are not owned or controlled by CDPH or any other California State Agency. Neither CDPH nor any other California State Agency is responsible or liable for any third-party sites, services, or features. Such links do not imply approval of the links’ destinations, warrant the accuracy of any information in those destinations, or constitute endorsement of the entities to whose sites the links are made, or the opinions expressed therein.
4. The Parties agree that CORD will not collect, store, or exchange any identifiable information.
5. LHJ agrees not to attempt to combine CORD data with other data in order to make such data identifiable.
6. LHJ understands that CDPH strives to provide accurate and current data through CORD, however, LHJ understands the information is provided “as is” and on an “as available” basis and CDPH cannot vouch for the accuracy or currency of the content. LHJ agrees to report either errors or omissions in the data, or abuse or misuse of the CORD platform by emailing support@cacovidoutreach.supportsystem.com or creating a ticket at <https://www.cord.support>.

7. The Parties agree the Health Insurance Portability and Accountability Act of 1996 (HIPAA) does not apply to either CORD or this Agreement and neither the LHJ nor CDPH shall constitute a “business associate” within the meaning of HIPAA with respect to one another for purposes of this Agreement.
8. LHJ shall establish, or cause its contractors to establish, appropriate and reasonable administrative, technical, and physical safeguards to ensure security, confidentiality and availability of the CORD data.
9. LHJ shall provide training on its obligations under this Agreement, at its own expense, to all workforce members who assist in the performance of obligations under this Agreement, or either use or disclosure of CORD data.
10. This Agreement begins on the date both on which both Parties have signed and continues until the earlier of (i) CDPH’s decision to shut down CORD, or (ii) two (2) years. This Agreement automatically renews for subsequent one (1) year terms, unless either Party notifies the other Party of its intent not to renew, however in no event shall the term of this Agreement exceed ten (10) years.
11. CDPH reserves the right to immediately terminate LHJ’s access to CORD if LHJ breaches a material term of this Agreement. Upon termination of access, CDPH will electronically send LHJ a notice explaining the cause for which their access was terminated. LHJ will be given an opportunity to cure the breach and if the LHJ is unable or unwilling to cure the breach, CDPH will terminate the Agreement immediately.
12. CDPH reserves the right to terminate this Agreement, without cause, upon twenty-four (24) hours’ written notice.
13. This Agreement expresses all understandings of the Parties concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Parties, their officers, agents or employees. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the Parties.
14. This Agreement shall be binding upon the Parties and inure to the benefit of any successor entity which may assume the obligations of any Party. However, no assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
15. This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Parties.

IN WITNESS WHEREOF, each Party has caused this Agreement to be subscribed on its behalf by its respective duly authorized officers, on the day, month and year noted.

CDPH

Date

LHJ

Marilyn Mann
Director, Health and Human Services Department
County of Inyo
1360 N. Main St., Ste. 201
Bishop, CA 93514
mmann@inyocounty.us

Date



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Melissa Best-Baker

SUBJECT: Agreement between the County of Inyo and Mental Health Services Oversight & Accountability Commission (MHSOAC) for Mental Health Student Services Act

RECOMMENDED ACTION:

Request Board approve the Grant Agreement between the County of Inyo and Mental Health Services Oversight & Accountability Commission of Sacramento, CA for the provision of Mental Health Student Services Act in an amount not to exceed \$2,499,444.00 for the period of March 1, 2022 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the HHS Director/Interim Behavioral Health Director to sign.

SUMMARY/JUSTIFICATION:

The Mental Health Services Oversight & Accountability Commission (Commission) Strategic Plan includes the priorities and objectives for the years 2020-2023. One of these objectives is to "promote school mental health as a prime opportunity to reach and serve at-risk children, families and neighborhoods." This will be accomplished through the implementation of the Mental Health Student Services Act (MHSSA) as the Commission will have the opportunity to work with grantees who can share lessons learned and identify areas for improvement. We collaborated with and applied with Inyo County Schools County Office of Education (ICOE) to develop a plan and budget for these funds. We received notice that we were granted the award. ICOE will work in collaboration with Inyo County Health and Human Services and our six Local Education Agencies (inclusive of our 19 school sites) to provide mental health support services directly to each school site and will be looking to expand those further into our community with a community counseling store-front. School-based mental health services will remain our primary focus. We will be only keeping 6% of these funds in the county budget to do the contract administration and required monitoring due to this being Federal funding.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If we don't accept these funds, we will not be able to increase the student mental health services in our county.

OTHER AGENCY INVOLVEMENT:

Inyo County Office of Education

FINANCING:

State funding. These funds will be recognized in the CMH budget (045200) in object code State Other (4499).

ATTACHMENTS:

1. Mental Health Services Oversight & Accountability Commission Grant Agreement
2. Exhibit A: Scope of Work

APPROVALS:

| | |
|--------------------|-------------------------------|
| Melissa Best-Baker | Created/Initiated - 2/10/2022 |
| Darcy Ellis | Approved - 2/10/2022 |
| Melissa Best-Baker | Approved - 2/15/2022 |
| Marilyn Mann | Approved - 2/16/2022 |
| John Vallejo | Approved - 2/16/2022 |
| Amy Shepherd | Approved - 2/16/2022 |
| Marilyn Mann | Final Approval - 2/17/2022 |



Grant Agreement

| | |
|---------------------|--|
| CONTRACTING AGENCY: | Mental Health Services Oversight and Accountability Commission |
| CONTRACTOR: | Inyo County Health & Human Services Behavioral Health |
| AGREEMENT NUMBER: | 21MHSOAC050 |
| DGS EXEMPTION: | WIC 5897(f) and 5886(m) |

Parties

This Grant Agreement (Agreement) is entered into between Inyo County Health & Human Services Behavioral Health, a branch of county government headquartered in Bishop, CA; and the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

Term

This Agreement term begins on the last date of signature shown below and ends on June 30, 2026.

Funding Amount

The maximum award under this Agreement is:
\$2,499,444 (Two million four hundred ninety nine thousand four hundred forty four dollars and no cents.)

Exhibits

The parties mutually agree to abide by the following terms and conditions. All Exhibits and other documents identified below are incorporated-by-reference into this Agreement as if fully set forth herein.



| | |
|---|---------------------------|
| Exhibit A: Scope of Work | 4 Pages |
| Exhibit B: Fiscal Detail | 2 Pages |
| Exhibit C: General Terms and Conditions | 4 Pages |
| Document: RFA_MHSSA_002 Addendum 1 | Incorporated by reference |
| Document: Grantee's Application for RFA_MHSSA_002 | Incorporated by reference |

Grant Managers

Direct all program inquiries to:

| MHSOAC | Contractor |
|--|--|
| Name: Cheryl Ward | Name: Marilyn Mann |
| Address: 1325 J Street, Suite 1700 Sacramento, CA 95814 | Address: 1360 North Main Street, Suite 201 Bishop, CA 93514 |
| Phone: (916) 775-6815 | Phone: 760-873-3305 |
| Fax: (916) 445-4927 | Fax: 760-873-6505 |
| Email: cheryl.ward@mhsaac.ca.gov | Email: mmann@inyocounty.us |

Direct all fiscal inquiries to:

| MHSOAC | Contractor |
|--|--|
| Attention: Anissa Padilla | Name: Melissa Best-Baker |
| Address: 1325 J Street, Suite 1700 Sacramento, CA 95814 | Address: P.O. Drawer H Independence, CA 93526 |
| Phone: (916) 445- 8696 | Phone: 760-878-0232 |
| Fax: (916) 445-4927 | Fax: 760-878-0266 |
| Email: Accounting@mhsaac.ca.gov | Email: mbestbaker@inyocounty.us |



Signatures

This Agreement is executed between the parties by signature of their authorized representatives shown below:

| | |
|--|--|
| Inyo County Health & Human Services Behavioral Health | |
| Business Address: 1360 North Main Street, Suite 201 Bishop, CA 93514 | |
| Person Signing: Marilyn Mann | Title: Interim Behavioral Health Director |
| Signature: | Date: |

| | |
|---|------------------------|
| Mental Health Services Oversight and Accountability Commission | |
| Business Address: 1325 J Street, Suite 1700 Sacramento CA 95814 | |
| Person Signing: Norma Pate | Title: Deputy Director |
| Signature: | Date: |

EXHIBIT A:

SCOPE OF WORK

Recitals

1. Authority. This grant is awarded pursuant to the Commission's authority under the Mental Health Student Services Act (MHSSA) and the American Rescue Plan Act (ARPA).
2. Funding. This grant is funded under the ARPA with oversight by the U.S. Treasury, as disbursed in California through the State Fiscal Recover Fund (SFRF) with fiscal oversight by the Commission and the Department of Finance. This grant was awarded through a competitive bid process.
3. Program Parameters. This Program is designed to follow MHSSA requirements at WIC Section 5886 *et seq.* and federal requirements identified in the RFA in Appendix 1, Federal and State Guidance.
4. Partnership. Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

Objectives

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and, should facilitate linkages and access to ongoing and sustained services. Emphasis will be placed on outreach to a "targeted population" consistent with WIC Section 5886. That population includes those children and youth who are in foster care; those who identify as lesbian, gay, bisexual, transgender, or queer; and those who have been expelled or suspended from school.

Compliance

1. Request for Application. The full Scope of Work is contained in RFA_MHSSA_002, Addendum 1 (RFA) and Grantee's application submitted in response to RFA_MHSSA_002 (Grantee Application). The RFA and Grantee Application are incorporated by reference and made part of this Agreement as if fully attached hereto.
2. State and Federal. Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq.*, including outreach to the targeted population; and with the federal requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.
3. Record Retention. Records must be retained for at least five (5) years after the date on which the federal funding source expires. At the time of Agreement execution,

the date of funds expiration was December 31, 2026, but the parties understand that this is subject to change.

Funding (RFA, Section V.E)

1. Allowable Costs. Grant funds must be used as proposed in the grant Application in compliance with Federal requirements and the MHSSA as approved by the Commission
2. Invoicing. Grant funds are available for invoicing as follows (see also Exhibit B):
 - a) Program Development: Funds are available to be invoiced once the contract is executed
 - b) Program Operations: Funds will be available quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year
 - c) The Commission will provide the Grant Claim Form as the document to be used for submitting invoices.
 - d) At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.
3. No Transfer. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant

Expenditure Reporting (RFA, Section VIII. A.)

Program Expenditures. Grantee shall submit total program expenditures (aggregate) on a quarterly basis in accordance with the dates shown in Table 1: Reporting Dates.

Data Reporting (RFA, Section VIII.A.)

1. Program Data. Grantee shall report the following data quarterly following the dates listed in Table 1: Reporting Dates. Data shall be reported in a form and manner to be provided by the Commission. Data elements shall include at least the following:
 - a) Number of students screened and not referred to services
 1. Number of students on the Free and Reduced-Meal Program
 2. Grade/Number in each grade
 3. Age/Number in each age group
 4. Primary Language/number in each primary language
 5. Ethnicity/number in each ethnicity
 6. Number of students suspended/expelled
 7. Number of students who dropped out
 8. Number of students with IEP/504
 9. Number of students in foster care
 10. Number of students that have been in juvenile hall
 - b) Number of students screened and referred to services
 1. Number of students on the Free and Reduced-Meal Program
 2. Grade/Number in each grade
 3. Age/Number in each age group

4. Primary Language/number in each primary language
 5. Ethnicity/number in each ethnicity
 6. Number of students suspended/expelled
 7. Number of students who dropped out
 8. Number of students with IEP/504
 9. Number of students in foster care
 10. Number of students that have been in juvenile hall
- c) Number of trainings provided to teachers, administrators, and parents
- d) Number of school mental health partnership coordination activities with other interested parties

Table 1: Reporting Dates

| Report | Reporting Period | Due to Commission* |
|--------|--|--------------------|
| 1 | Agreement Start Date – February 28, 2022 (depends on date of execution) | April 8, 2022 |
| 2 | March 1, 2022 – May 31, 2022 | July 8, 2022 |
| 3 | June 1, 2022 – August 31, 2022 | October 7, 2022 |
| 4 | September 1, 2022 – November 30, 2022 | January XX, 2023 |
| 5 | December 1, 2022 – February 28, 2023 | April XX, 2023 |
| 6 | March 1, 2023 – May 31, 2023 | July XX, 2023 |
| 7 | June 1, 2023 – August 31, 2023 | October XX, 2023 |
| 8 | September 1, 2023 – November 30, 2023 | January XX, 2024 |
| 9 | December 1, 2023 – February 29, 2024 | April XX, 2024 |
| 10 | March 1, 2024 – May 31, 2024 | July XX, 2024 |
| 11 | June 1, 2024 – August 31, 2024 | October XX, 2024 |
| 12 | September 1, 2024 – November 30, 2024 | January XX, 2025 |
| 13 | December 1, 2024 – February 28, 2025 | April XX, 2025 |
| 14 | March 1, 2025 – May 31, 2025 | July XX, 2025 |
| 15 | June 1, 2025 – August 31, 2025 | October XX, 2025 |
| 16 | September 1, 2025 – November 30, 2025 | January XX, 2026 |
| 17 | December 1, 2025 – February 28, 2026 | April XX, 2026 |
| 18 | March 1, 2026 – May 31, 2026 | July XX, 2026 |
| 19 | June 1, 2026 – June 30, 2026 | TBD |

** The parties understand that Due Dates for CY 2023 are unknown at the time this Agreement is executed but will be provided in a timely fashion by the Department of Finance. Once these dates are known, they will be relayed from the Commission to the Grantee to update this Reporting Table. The parties agree that email will suffice for this purpose, and as such the update will not require an Amendment.*

Performance Reporting (RFA, Section VII.A.)

1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.

2. Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis as shown in Table 1: Reporting Dates.
 - a. Staff Hired and count
 - b. Contractors hired and count
 - c. Goods purchased
 - d. Capital purchases
 - e. Other pertinent information (e.g., follow-up from Monthly check-ins)

3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission

4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
 - a. Project Plan
 - b. Implementation Plan
 - c. Communication Plan
 - d. Refined Budget Plan (line-item detail of proposed costs)

In addition, Grantee shall provide a written agreement signed by the representative of each School Entity showing support/approval for the Program Development plans listed above, as a condition of moving to Program Operations. A template will be provided by the Commission for this purpose.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a) The amount payable by the Commission to the Grantee is specified in Section 4, Payment Schedule.
- b) Grant Award Claim Form (Attachment B-1) shall be submitted no later than the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.
- c) Grantee shall submit each Grant Award Claim Form to the MHSOAC Grant Manager (Fiscal) via electronic transmittal, at the following address:

Accounting@mhsoc.ca.gov

2. Budget Contingency Clause

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Program, this Agreement shall be of no further force and effect. In this event, the Commission and the State of California (State) shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.
- c) If the term of this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the fiscal year(s) following that during which this grant was executed, the State may exercise its option to cancel this grant.
- d) This grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. Budget Detail

The total amount of this Agreement shall not exceed \$2,499,444.00 (Two million four hundred ninety nine thousand four hundred forty four dollars and no cents). Payment shall be made in accordance with the payment schedule below.

4. Payment Schedule

Grantee was approved for a grant cycle that covers up to four years and four months with funds allocated annually. Payment will be made available for Program Development phase upon execution of the contract. Program Operations funds will be paid quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year. See amounts below for Program Development and annual Program Operations.

The total amount of payments made in any phase/year is to not exceed the amount stated in the chart below unless Grantee requests and the Commission approves the re-allocation of funds.

| Funds Distribution | Grant Funding |
|---------------------------|------------------------|
| Program Development | \$ 44,828.00 |
| Program Operations | |
| Year 1 | \$ 900,368.00 |
| Year 2 | \$ 502,502.00 |
| Year 3 | \$ 517,838.00 |
| Year 4 | \$ 533,908.00 |
| Grant Total | \$ 2,499,444.00 |

Grantee shall remit to the Commission all unexpended grant funds within 30 days after the termination of this Agreement.

At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

The Commission may withhold funds if Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, modifies the scope of the Program, or presents some other deficiency. The Commission will provide advance Notice of such withhold with a description of the deficiency; and allow Grantee an opportunity to cure for at least 30 days, where the duration shall be governed by time remaining in the term of this Agreement.

As part of said cure, Grantee shall provide the Commission with a Mitigation Plan including a timeline for correcting the deficiency. Funding disbursement cannot resume until said Plan has been received by the Commission and agreed upon between the parties.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on the parties.
2. Assignment: This Agreement or any interest herein shall not be assigned to another party. Any attempt to make such an assignment is cause for immediate termination. (See Section 25.)
3. Audit: The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum five (5) years after the funding source expires. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit. Grantee understands that the auditors may follow U.S. Treasury standards as referenced in the RFA. (See RFA_MHSSA_002, Appendix 1 at Federal and State Guidance.)
4. Captions: The subject matter headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define or modify party intent.
5. Confidentiality: Grantee shall not disclose data or documents or disseminate the contents of any preliminary report or work product created under this Agreement without written permission of the Commission.
6. Counterparts: The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically through any means that includes password-protected authentication. The parties agree that signed electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures.
7. Dispute Resolution:
 - A. *First Level*. Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, MHSOAC, 1325 J Street, Suite 1700, Sacramento, California 95814. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).

- B. *Second Level.* Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Contractor's representative(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
- C. *Arbitration.* After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
8. Electronic Signature: Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The term "electronic signature" means one that is applied using a mutually-approved technology with imbedded authentication and password protection; the parties agree that either DocuSign™ or Adobe Acrobat™ is so approved. The parties further agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.
9. Governing Forum: In the event of dispute, the parties agree that the County of Sacramento and City of Sacramento shall be the proper forum.
10. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, without regard to state conflict-of-law.
11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the Commission and its officers, agents and employees from any and all claims or losses resulting from its negligence or intentional actions in utilizing the grant funds under this Agreement.
12. Independent Contractor: Grantee and its agents shall act in an independent capacity in the performance of this Agreement and not as employees or agents of the Commission.
13. Interpretation: In the event of ambiguity, the language in this Agreement shall be assigned its ordinary English meaning; or its meaning under industry jargon, as may be applicable.
14. MHSOAC Logo: Contract hereby authorizes the uses of the Commission Logo by Grantee for outreach and information purposes in connection with this Agreement. Grantee understand and agrees it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the grantee upon the request.
15. Non-Discrimination: Grantee shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. represents that this pledge extends to its obligations as an employer. Grantee also represents that it

will follow all federal and state laws that apply to anti-discrimination, anti-harassment and workplace safety.

16. Notice: The parties agree that any writing or Notice required under this Agreement shall be made in writing to each other's Grant Managers as identified in Exhibit A, including Reports and other non-binding communications. The parties agree that email will be considered sufficient for Notices, Reports and other writings required under this Agreement; except for a Notice of Termination which shall be sent by overnight mail with proof of receipt to the Grant Manager, and also to the fiscal agent named in Exhibit B.
17. Presentations: Grantee shall meet with the Commission upon request to present any findings, conclusions or recommendations that result from its performance under this Agreement.
18. Cooperation: Grantee shall cooperate with and shall be available to meet with Commission staff to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.
19. Public Records Act: The Commission is governed by and shall comply with the California Public Records Act (PRA) at Government Code Sections 6250 *et seq.* Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent.
20. Publications And Reports: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.
21. Severability: In the event any provision of this Agreement is unenforceable that the parties agree that all other provisions shall remain in full force and effect.
22. Staff Partnering: Selected Commission staff shall be permitted to work side-by-side with Grantee's staff to the extent and under conditions agreed upon between the parties. Commission staff will be given access to Contractor's data, working papers and other written materials as needed for this purpose.
23. Subordinate Agreements:
 - A. *Pass-Through*. Grantee shall not "pass through" any portion of its funding under this Agreement except to its school partners as identified in the Application for Grant Funding (aka School Entity); or, as identified by written Notice to the Commission Contract Manager during the course of this Agreement. Said pass-through shall be documented in a written agreement subordinate to this Grant Agreement (Sub-Grant) which shall be provided to the Commission upon request. The Sub-Grant may be collateral to any Partnership Agreement submitted in connection with the Application. The Sub-Grant shall:
 - a. Incorporate the reporting requirements in Exhibit A
 - b. Incorporate the data requirements in this Exhibit A

- c. Include the following provisions from this Exhibit C: Audit, Commission Logo, Presentations and Governing Law/Forum

B. Vendors. Grantee is authorized to retain third-party vendors in furtherance of the objectives of this Agreement. The Commission is entitled to receive copies of the contracts between Grantee and said vendor(s), upon request. The Commission is also entitled to require advance review and approval for a given vendor contract, upon request. Grantee agrees to include the following provisions from this Exhibit C in its vendor sub-contracts: Audit, Commission Logo, Presentations and Governing Law/Forum. Grantee also agrees to include the vendor's DUNS number in said sub-contracts.

24. Survival: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Commission Logo, Presentations, and Governing Law/Forum.
25. Termination For Cause: The Commission is entitled to terminate this Agreement immediately and be relieved of any payments should the Grantee fail to perform its responsibilities in accordance with the due dates specified herein. However, the Commission agrees to give Grantee advance written Notice stating the cause and provide an opportunity to cure, on a case-by-case basis, and at its sole discretion. All costs to Commission that result from a termination for cause shall be deducted from any sum due the Grantee for work satisfactorily performed; the balance shall be paid upon demand pursuant to Exhibit B.
26. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative; that is, in addition to every other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of this Agreement overall.



County of Inyo



Health & Human Services - ESAAA

CONSENT - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Melissa Best-Baker

SUBJECT: Oliver Products Sole-Source Blanket Purchase Order

RECOMMENDED ACTION:

Request Board: A) approve Oliver Products as sole-source vendor of food packaging materials; and B) approve a blanket purchase order payable to Oliver Products in the amount of \$23,000 for food packaging materials.

SUMMARY/JUSTIFICATION:

The Food Services Staff at the Bishop Senior Center purchase special materials for each of ESAAA/IC GOLD's two food production kitchens (Lone Pine and Bishop) from Oliver Products Company in order to package and seal meals for freezing. The materials, including trays and plastic film covering, are designed for use on specialized equipment that was purchased from Oliver Products Company over ten years ago.

If ESAAA/IC GOLD were to seek alternate bids for home-delivered meal packaging supplies, we would incur significant costs to replace the equipment currently used. Based on the limited funding in the ESAAA/IC GOLD budget, it is recommended that we be allowed to continue using existing equipment and supplies through Oliver Products Company, thereby declaring them as a sole-source provider.

We are respectfully requesting a blanket purchase order in the amount of \$23,000, for purchases through Oliver Products Company.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve this request, which would result in ESAAA not being able to purchase the food trays and seals, and be unable to properly continue the home delivered meals to our participants.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

State and Federal Nutrition dollars. This expense will be budgeted in the ESAAA budget (683000) at 100% in the

Food & Household Supplies object code (5131). No County General Funds.

ATTACHMENTS:

APPROVALS:

| | |
|--------------------|-------------------------------|
| Melissa Best-Baker | Created/Initiated - 1/31/2022 |
| Darcy Ellis | Approved - 2/1/2022 |
| Melissa Best-Baker | Approved - 2/1/2022 |
| Marilyn Mann | Approved - 2/3/2022 |
| Amy Shepherd | Approved - 2/3/2022 |
| Marilyn Mann | Final Approval - 2/3/2022 |



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Anna Scott

SUBJECT: Addendum to MCIP Participation Agreement

RECOMMENDED ACTION:

Request Board ratify and approve an addendum to the Participation Agreement between the County of Inyo and the California Department of Health Care Services for the Medi-Cal County Inmate Program, adding Article XVI-Alternative Formatting, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

This item is coming before your Board to be ratified because the effective date of the addendum is January 1, 2022, but the Health and Human Services Department received a revised addendum on February 4, 2022 from DHCS and immediately started routing it for approval.

Your Board approved the participation agreement between Inyo County and the California Department of Health Care Services (DHCS) for fiscal years 20/21, 21/22, and 22/23 MCIP on April 14, 2020. The Medi-Cal Inmate Program provides Medi-Cal coverage for eligible inmates who receive inpatient services at a medical facility located off the grounds of the correctional facility for an expected stay of more than 24 hours. This program will relieve the county of the federal share of these services provided to inmates. The medical provider will bill Medi-Cal as they usually do and receive payment. DHCS will then submit invoices quarterly to the counties where the inmate is being held to re-coop the non-federal share of the services.

The addendum adds Article XVI, which requires the County of Inyo to meet state and federal requirements for accessibility, including providing participants with information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the addendum to the Participation Agreement for the Medi-Cal County Inmate Program. This is not recommended because it could impact Inyo County's ability to continue claiming reimbursement for medical services provided to inmates in an in-patient hospital setting.

OTHER AGENCY INVOLVEMENT:

CA Department of Healthcare Services

FINANCING:

There is no funding associated with this addendum.

ATTACHMENTS:

1. Inyo Alternative Formatting Addendum
2. Medi-Cal County Inmate Program Agreement

APPROVALS:

| | |
|--------------------|------------------------------|
| Anna Scott | Created/Initiated - 2/4/2022 |
| Darcy Ellis | Approved - 2/5/2022 |
| Melissa Best-Baker | Approved - 2/7/2022 |
| Marilyn Mann | Approved - 2/10/2022 |
| John Vallejo | Approved - 2/10/2022 |
| Marilyn Mann | Final Approval - 2/11/2022 |

**COUNTY-BASED MEDICAL ADMINISTRATIVE ACTIVITIES
ADDENDUM TO
PARTICIPATION AGREEMENT**

County: Inyo

20-MCIPINYO-14

The Department of Health Care Services (DHCS) and County of Inyo I agree that effective January 1, 2022; the addendum is incorporated into and hereby amends the Participation Agreement 20-MCIPINYO-14:

ARTICLE XVI – ALTERNATIVE FORMATTING

- A. The County of Inyo assures the state that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

- B. County of Inyo will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

Except as amended herein, all other terms and conditions of the PA 20-MCIPINYO-14 shall remain in full force and effect.

Contract's Authorized Person's Signature

Print Name

Title

Address

Date

California Department of Health Care Services
Authorized Contact Person's Signature

Print Name

Chief, Local Governmental Financing Division
Title

Department of Health Care Services
Name of Department

1501 Capitol Avenue, MS 2628, Sacramento, CA 95899-7413
Address

Date

State of California—Health and Human Services Agency
Department of Health Care Services
Medi-Cal County Inmate Program (MCIP)
Participation Agreement 20-MCIPINYO-14

County Name: County of Inyo

ARTICLE I – STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) between the Department of Health Care Services (DHCS) and the County of Inyo (County) is to permit the County to voluntarily participate in the Medi-Cal County Inmate Program (MCIP).

ARTICLE II - AUTHORITY

This PA is authorized by Welfare and Institutions Code sections 14053.7, 14053.8, and Penal Code section 5072.

ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT

1. This PA is effective on July 1, 2020 (Date).
2. This PA will remain in effect until terminated by either party pursuant to and in accordance with the requirements and conditions set forth in this PA.

3. Termination Without Cause:

Either party may terminate this PA without cause, and terminate the participation of the County in MCIP by issuing at least a 30 day prior written notification to the other party of the intent to terminate. Notice of termination shall result in the County's immediate withdrawal from MCIP on the termination date and exclusion from further participation in MCIP unless and until such time as the County's participation is reinstated by DHCS in MCIP. The County shall remain obligated to pay for the non-federal share of all MCIP services provided to the County.

4. Termination With Cause:

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

**Medi-Cal County Inmate Program Participation Agreement 20-MCIPINYO-14
County: INYO**

The conviction of an employee, subcontractor, or authorized agent of the County, or of an employee or authorized agent of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee, agent, or subcontractor, or employee or agent of a subcontractor, from participation in MCIP. Failure of the County to exclude a convicted individual from participation in MCIP shall constitute a breach of this agreement for which DHCS may terminate this PA.

DHCS may terminate this PA in the event that DHCS determines that the County, or any employee or contractor working with the County has violated the laws, regulations or rules governing MCIP.

In cases where DHCS determines in its sole discretion that the health and welfare of Medi-Cal beneficiaries or the public is jeopardized by continuation of this PA, this PA shall be terminated effective the date that DHCS made such determination. After termination of the PA, any overpayment must be returned to DHCS pursuant to Welfare and Institutions Code sections 14176 and 14177.

Finally, this PA will terminate automatically upon the termination of the County's MCIP Administrative Service Agreement.

ARTICLE IV – PROJECT REPRESENTATIVES

Anna Scott
Deputy Direct
Inyo County Health & Human Services
207A West South Street
Bishop, CA 93514

Shelly Taunk, Chief
County-Based Claiming and Inmate Services Section
Telephone: (916) 345-7934
Fax: (916) 324-0738
E-Mail: Shelly.Taunk@dhcs.ca.gov

Direct all inquiries and notices to:

Inmates Medi-Cal Claiming Unit
Local Governmental Financing Division
1501 Capitol Ave., MS 4603
P.O. Box 997436
Sacramento, CA 95899-7436
Telephone: (916) 345-7895
E-Mail: DHCSIMCU@dhcs.ca.gov

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when delivered to the project representatives identified above.

**Medi-Cal County Inmate Program Participation Agreement 20-MCIPINYO-14
County: INYO**

ARTICLE V – PAYMENT TERMS AND INVOICING

1. The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP services listed in Article VII, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, Government Code sections 26605.6, 26605.7, and 26605.8, and Penal Code 5072 within 60 days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost and the nonfederal share of the total cost, for payments DHCS has made to providers. The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process as outlined specifically for Designated Public Hospitals (DPHs). The County shall not reimburse DHCS for the nonfederal share of services as Certified Public Expenditures (CPEs) of DPHs.
2. DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.

If after comparing its owed nonfederal share to payments actually made, the County has overpaid DHCS, and the amount is undisputed DHCS shall refund the overpayment to the County within 180 days of receipt of an invoice containing the same information from the County. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS.

3. DPHs, in MCIP participating counties may submit claims and follow the CPE process which includes a pricing methodology established on an annual basis. These DPHs are paid using Federal Financial Participation (FFP) only.

ARTICLE VI – COUNTY RESPONSIBILITIES

1. Except as provided in subdivision (f.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS.
 - a. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for Medi-Cal beneficiaries. Such additional amounts shall be paid entirely with county funds, and shall not be eligible for Social Security Act Title XIX FFP.
 - b. If DHCS pays the Medi-Cal provider more than what the County would have paid for services rendered, the County cannot request and receive the difference from the Medi-Cal provider.

Medi-Cal County Inmate Program Participation Agreement 20-MCIPINYO-14
County: INYO

- c. If the County would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the County is still obligated to reimburse DHCS for the nonfederal share of DHCS' payment for the MCIP services.
 - d. In the event that FFP is not available for any MCIP service claimed pursuant to this PA, the County shall be solely responsible for arranging and paying for the MCIP service.
 - e. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred including the application of any federal payment limit that reduces the amount of FFP available then DHCS shall seek the overpayment amount from the provider, return the collected FFP to CMS, and return the collected nonfederal share to the County. In the event that DHCS cannot recover the overpayment from the Medi-Cal provider, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that Section 1903(d)(2)(D) of the Social Security Act is found not to apply.
 - f. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.
2. If CMS determines DHCS claimed a higher Federal Medical Assistance Percentage (FMAP) rate than is allowed and FFP is reduced by CMS then the County shall hold DHCS harmless for the return of the FFP to CMS.
 3. Upon the County's compliance with all applicable provisions in this PA and applicable laws, the County may send its MCIP-eligible beneficiaries to Medi-Cal providers to receive MCIP services.
 4. The County understands and agrees that the overall nature of the medical facilities in which an inmate receives medical services must be one of community interaction such that members of the general public may be admitted to receive services and admission into the medical facility or into specific beds within the facility is not limited to individuals under the responsibility of a correctional facility, and that inmates are admitted to specific medical units based not on their statutes as inmates of a correctional institution, but rather on their treatment needs and plan of care.
 5. Ensure that an appropriate audit trail exists within records and accounting system and maintain expenditure data as indicated in this PA.
 6. The County agrees to provide to DHCS or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA.
 7. In the event of any federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within 14 days.

Medi-Cal County Inmate Program Participation Agreement 20-MCIPINYO-14
County: INYO

8. The County shall assist with the completion and delivery of completed Medi-Cal applications to the County Welfare Department within 90 days after the date of admission of the beneficiary to a Medi-Cal provider off of the grounds of the County correctional facility resulting in an expected stay of more than 24 hours.
9. As a condition of participation in MCIP, and in recognition of revenue generated by MCIP, the County shall pay quarterly administrative costs directly to DHCS.
 - a. The quarterly administrative costs payment shall be used to cover DHCS' administrative costs associated with MCIP, including, but not limited to, claims processing, technical assistance, and monitoring. DHCS shall determine and report staffing requirements upon which projected costs will be based.
 - b. The amount of the administrative costs shall be based upon the anticipated state salaries, benefits, operating expenses, and equipment necessary to administer MCIP and other costs related to that process.
 - c. The County shall enter in to a separate agreement with DHCS to reimburse DHCS for the administrative costs of administering MCIP.

ARTICLE VII – DHCS RESPONSIBILITIES

1. DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP eligible beneficiaries and seek FFP for these service claims. DHCS shall be responsible to pay such Medi-Cal providers only to the extent the County commits to reimburse DHCS for the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and obtained by DHCS for the MCIP service claims.
2. DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific MCIP-eligible beneficiary treated, the MCIP-eligible beneficiaries aid code, and the specific provider billing.
3. DHCS shall submit claims in a timely manner to CMS to draw down FFP and shall distribute FFP for all eligible claims.
4. DHCS shall:
 - a. Ensure that an appropriate audit trail exists within records and accounting system and maintain expenditure data as indicated in this PA.
 - b. Designate a person to act as liaison with the County concerning issues arising under this PA. This person shall be identified to the County's contact person for this PA.

Medi-Cal County Inmate Program Participation Agreement 20-MCIPINYO-14
County: INYO

- c. Provide a written response by email or mail to the County's contact person within 30 days of receiving a written request for information related to MCIP.
 - d. With each quarterly administrative cost invoice, provide a paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible beneficiaries. This analysis shall be used to determine the amount of the non-federal share that the County is obligated to pay under this PA.
5. Should the services to be performed under this PA conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.
 6. DHCS' cessation of any activities due to federal Medicaid responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP services incurred by DHCS in connection with this PA for periods in which the County participated in MCIP.
 7. DHCS agrees to provide to the County, or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA.

ARTICLE VIII – FISCAL PROVISIONS

1. DHCS will invoice the County quarterly at the address above. Each invoice shall include the agreement number and supporting documentation for the previous quarter's paid claims.
2. Counties are required to sign and submit the MCIP Certification and Hold Harmless by an authorized county representative to DHCS annually to ensure the County is providing efficient oversight of federal expenditures.

ARTICLE IX – BUDGET CONTINGENCY CLAUSE

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

ARTICLE X – LIMITATION OF STATE LIABILITY

1. In the event of a federal audit disallowance, the County shall cooperate with DHCS in replying to and complying with any federal audit exception related to MCIP. The County shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA. The County shall assume sole financial

Medi-Cal County Inmate Program Participation Agreement 20-MCIPINYO-14
County: INYO

responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand from DHCS.

2. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this PA, DHCS shall recoup from the Medi-Cal provider, upon written notice of 60 days after the completion of an audit or other examination that results in the discovery of an overpayment per Welfare and Institutions Code section 14172.5), amounts equal to the amount of the disallowance and interest in that state fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS.

ARTICLE XI – AMENDMENT

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

ARTICLE XII – GENERAL PROVISIONS

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

DHCS and the County shall maintain and preserve all records relating to this PA for a period of three years from DHCS' receipt of the last payment of FFP or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this PA, or in state or federal law.

ARTICLE XIII – INDEMNIFICATION

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

ARTICLE XIV – AVOIDANCE OF CONFLICTS OF INTEREST

**Medi-Cal County Inmate Program Participation Agreement 20-MCIPINYO-14
County: INYO**

The County is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022, and Article 1.1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

ARTICLE XV – CONFIDENTIALITY

The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; and 22 California Code of Regulations, section 51009; and, the Business Associates Agreement hereby incorporated by reference.

THIS SPACE INTENTIONALLY LEFT BLANK

**Medi-Cal County Inmate Program Participation Agreement 20-MCIPINYO-14
County: INYO**

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

County Name: Inyo

Marilyn Mann

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

Director of Health & Human Services

Title of Authorized Representative

Marilyn Mann

Signature of Authorized Representative

5/5/2020

Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Robert Ducey

Signature of the DHCS Authorized Representative

ROBERT DUCEY

Typed or Printed Name of the DHCS Authorized Representative

ASST DEPUTY DIRECTOR, HEALTH CARE FINANCIALS

Typed or Printed Title of the DHCS Authorized Representative

5/29/2020

Date



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Anna Scott

SUBJECT: Amendment Number 1 to the Contract between the County of Inyo and James A. Richardson, MD

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and James A. Richardson, MD of Bishop, CA, increasing the contract to an amount not to exceed \$973,115.23 and extending the term end date from June 30, 2022 to June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Dr. James A. Richardson has served his current term as Inyo County Health Officer since December 2016. During this time, he has been responsible for all Health Officer duties mandated by California Health and Safety Code and other California regulations, including, but not limited to: oversight of communicable disease issues, reporting and prevention; enforcement of local orders and ordinances pertaining to public health; declaration and/or provision of leadership during a local health emergency/disaster preparedness for those situations in which a local public Health Officer may declare a local health emergency; and ensuring that immunizations are available to the public. Dr. Richardson also serves as the Corrections Medical Director, as required by CA Code of Regulations Title 15, which is separate from, and in addition to, his Health Officer duties. As the Corrections Medical Director, Dr. Richardson provides health services to the Inyo County Jail and Juvenile Center (when in use), including 24/7 availability to correctional and on-call nursing staff.

During the COVID-19 pandemic, Dr. Richardson has maintained 24/7 availability to Public Health staff, County Administration, Corrections and jail nursing staff, and local hospitals and healthcare providers in order to provide leadership and guidance to local response efforts. He has far exceeded the hours of work that would normally be required of a Health Officer during times of normal operation, and has brought a thoughtful and balanced approach to local mitigation measures.

The term of Dr. Richardson's original contract will end on June 30, 2022. However, in order to ensure continuity as Inyo County moves toward the recovery phase of the current public health disaster, the Health and Human Services Department respectfully requests that your Board approve a contract extension to June 30, 2023. In addition to extending the term of the contract, Health and Human Services is recommending an adjustment to the annual contract amount, effective December 1, 2022, to recognize the significant and sustained increase in hours Dr. Richardson has and will continue to provide as both the Health Officer and Corrections Medical Director.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract extension and the original Health Officer contract would continue to be in place until June 30, 2022.

OTHER AGENCY INVOLVEMENT:

Local healthcare providers, Inyo County Jail, Inyo County Juvenile Center, CA Department of Public Health

FINANCING:

State, Federal, and Public Health Realignment Funds. This contract is currently funded 95% in Health (045100) and 5% in MCAH (641621) in the Salary and Benefits Object Code.

ATTACHMENTS:

1. Health Officer Contract Amendment 1

APPROVALS:

| | |
|--------------------|------------------------------|
| Anna Scott | Created/Initiated - 2/1/2022 |
| Darcy Ellis | Approved - 2/1/2022 |
| Marilyn Mann | Approved - 2/2/2022 |
| Sue Dishion | Approved - 2/16/2022 |
| Melissa Best-Baker | Approved - 2/17/2022 |
| John Vallejo | Approved - 2/17/2022 |
| Amy Shepherd | Approved - 2/17/2022 |
| Marilyn Mann | Final Approval - 2/17/2022 |

AMENDMENT NUMBER One (1)

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND James A. Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and James A. Richardson, MD (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services as a County Officer dated December 20, 2016, on County of Inyo Standard Contract No. 201, for the term from January 1, 2017 through June 30, 2022.

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

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

County and Officer hereby amend such Agreement as follows:

1. Paragraph **2. "TERM"** – termination date to be extended one fiscal year and will read as follows:
The term of this Agreement shall now be from January 1, 2017 to June 30, 2023, unless terminated sooner, as provided below.

2. Paragraph **3. "CONSIDERATION", Section "A", Attachment "B"** – beginning December 1, 2022 annual salary will be increased to \$205,000.00 and will read as follows:
County shall agree to pay a flat rate of \$7,884.61 per pay period, not to exceed \$205,000.00 per year.

3. Paragraph **3. "CONSIDERATION" Section "D"** – contract amount to be increased by \$247,115.23 and will read as follows:
The total sum of all payments made by the County to Officer for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Officer's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed \$973,115.23 dollars (hereinafter referred to as "contract limit").

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is December 01, 2021.

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

AMENDMENT NUMBER One (1)

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND James A. Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
22nd DAY OF February, 2022.

COUNTY OF INYO

By: _____

Dated: _____

OFFICER

By: James Richardson MD
Signature

James A. Richardson, MD
Type or Print

Dated: January 19, 2022

APPROVED AS TO FORM AND LEGALITY:

Grace Churchla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Sue DL
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

Dr. Richardson
Anna
File
Darcy

AGREEMENT BETWEEN COUNTY OF INYO
AND James A. Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

INTRODUCTION

WHEREAS, James A. Richardson, MD (hereinafter referred to as "Officer") has been duly appointed as Health Officer for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer 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 Officer to perform under this Agreement will be made by Jean Turner, whose title is: HHS Director. Requests to the Officer 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 Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer 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 Officer 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, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from January 1, 2017 to June 30, 2022, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Officer 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 Officer.

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

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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, Officer shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed \$726,000.00 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, including overtime, travel or per diem, which is in excess of the contract limit.

E. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

4. WORK SCHEDULE.

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of all services and work which is necessary.

5. PRE-EMPLOYMENT PHYSICAL.

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer 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 Officer at no expense to the County. Officer will provide County, at County's request, 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 Officer 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.

7. SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

B. Products of Officer's Work and Services. 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, Officer'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, Officer will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation insurance coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Health Officer _____ of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

11. DEFENSE AND INDEMNIFICATION.

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

12. TERMINATION.

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer thirty (30) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

13. ASSIGNMENT.

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

14. DEFAULT.

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days

15. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

16. 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.

17. CONFLICTS.

Officer agrees that he 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. Officer agrees to complete and file a conflict of interest statement.

18. POST AGREEMENT COVENANT.

Officer 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, Officer 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, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

19. FUNDING LIMITATION.

The ability of the County to enter into 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 terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 20 (Amendment).

20. 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.

21. NOTICE.

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

County of Inyo
Health & Human Services Department
207 A W South St. Street
Bishop, CA 93514 City and State

Officer:
Dr. James A. Richardson Name
307 Academy Ave Street
Bishop, CA 93514 City and State

County of Inyo Standard Contract - 201
(Appointed County Officer)

22. 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 James A. Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

2nd IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF December

COUNTY OF INYO

OFFICER

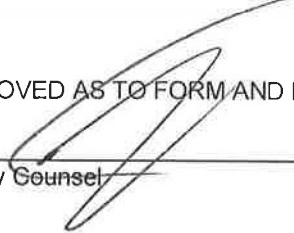
By: 

By: 

Dated: 12-20-16

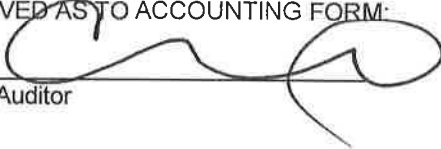
Dated: 12-2-16

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND James A. Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

TERM:

FROM: January 1, 2017 TO: June 30, 2022

SCOPE OF WORK:

Contractor shall provide Health Officer duties as defined in the California Health and Safety Code, including oversight of communicable disease issues, reporting and prevention, as required to observe, issue and enforce local orders and ordinances pertaining to public health; shall be available if needed to consult or assess in the diagnosis and treatment of patients with communicable disease; shall declare and/or provide leadership during a local health emergency/disaster preparedness for those situations in which a local public Health Officer may declare a local health emergency.

Shall provide clinical oversight of licensed public health staff/contractors and support public health activities to ensure the effectiveness of community health services including, but not limited to: communicable disease control, maternal and child health services, Children's Medical Services, tuberculosis control, HIV case management, emergency services and disaster planning, laboratory services, and environmental health. In addition, contractor shall conduct assessments and report on the health status of the community, using multiple epidemiologic survey and statistical methods, and provide consultation to public health staff on public health planning.

Shall provide medical services to the Inyo County Jail and Juvenile Facility, including: on-site health care every Tuesday morning (or an agreed upon day) during inmate sick call at the jail, located in Independence; 24/7 consultation availability via telephone with the facility nurse or on-call nurse in the jail and juvenile facility, including weekends and holidays; and consultation with public health nurse to confirm medical clearance of juveniles to the weekend-only juvenile facility.

Shall, as a member of the public health disaster planning team, provide consultation and contribute to the development of emergency preparedness plans, exercises and drills, protocols and after action reports, as appropriate.

May, in consultation with Health & Human Services Administration, provide communication of public health issues by releasing public health bulletins and answering media inquiries.

May provide liaison services between the Inyo County HHS Public Health programs and California Conference of Local Health Officers (CCLHO), including, but not limited to, participation in some CCLHO meetings and monitoring and tracking verbal and written communications.

Such duties shall include sixteen (16) hours per week of direct service, which may include attending periodic appropriate local interagency meetings as defined by the HHS Director or Deputy Directors. Must provide twenty-four hours, seven days per week (24/7) availability to the Inyo County Health and Human Services (HHS) Director, HHS Deputy Director- Public Health & Prevention, HHS Deputy Director- Behavioral Health, or their designees.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND James A. Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: January 1, 2017 TO: June 30, 2022

SCHEDULE OF FEES:

County shall agree to pay a flat rate of \$5,076.92 per pay period, not to exceed \$132,000 per year.



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Laura Childers

SUBJECT: Approval and Ratification of the Acceptance of Tobacco LLA Allocation Agreement from January 1, 2022-June 30, 2022

RECOMMENDED ACTION:

Request Board ratify and approve the Allocation Agreement between the County of Inyo and California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed \$150,000, for the period of January 1, 2022 through June 30, 2022, and authorize the HHS Director to sign Allocation Agreement No. CTCP-21-04 and Prospective Payment Invoices.

SUMMARY/JUSTIFICATION:

This Allocation Agreement comes before the Board to be ratified as it was received from the California Tobacco Control Program (CTCP) on January 18, 2022, and the routing process was initiated upon receipt. The allocation for Inyo County for the funding period of January 1, 2022 through June 30, 2022 is \$150,000. Program staff will be initiating TCP 2022-2025 activities during this period. The funds the County will receive will not be used to supplant existing funding and will be spent according to the budget approved by the California Department of Public Health. The signed "Acceptance of Allocation Agreement" serves as acceptance of the allocation and acknowledges the conditions attached to the funds. The Comprehensive Tobacco Control Plan for FY 2021-2022 and the allocation agreement will end on June 30, 2022. CDPH will work individually with counties regarding the remaining budget and spending plan in order to reduce the amount of unspent funds that need to be returned to CTCP at the end of the Project Period.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The California Tobacco Control Program (CTCP) has been in existence since 1989. The goal of CTCP is to change the social norms surrounding tobacco use in order to make tobacco less desirable, less acceptable, and less accessible. CTCP focuses on policy, system, and environmental change rather than individual behavior change as a way to use funds most effectively and efficiently for the greatest impact on society.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to ratify and approve this agreement, which would disallow Inyo County from accepting these funds and would put Inyo County into noncompliance with California Tobacco Control Program requirements. If Inyo County is deemed noncompliant by CDPH, the State will fund another agency to administer the mandated Tobacco Control Program in Inyo County.

OTHER AGENCY INVOLVEMENT:

Inyo County Superior Court, Inyo County Superintendent of Schools, Inyo County Wellness Center, Toiyabe Indian Health Project, Owens Valley Career Development Center, Bishop Union High School, and Lone Pine High School.

FINANCING:

State funding. Funds are brought into individual trust accounts as required by CDPH (505117 & 1505118) and later transferred into the Tobacco budget (640322) in State grants (4498) as reported on the reimbursement requests submitted to the State. No County General Funds.

ATTACHMENTS:

1. Participation Agreement
2. Allocation Agreement

APPROVALS:

| | |
|--------------------|------------------------------|
| Laura Childers | Created/Initiated - 2/1/2022 |
| Darcy Ellis | Approved - 2/1/2022 |
| Laura Childers | Approved - 2/2/2022 |
| Marilyn Mann | Approved - 2/3/2022 |
| Melissa Best-Baker | Approved - 2/3/2022 |
| John Vallejo | Approved - 2/4/2022 |
| Amy Shepherd | Approved - 2/8/2022 |
| Marilyn Mann | Final Approval - 2/10/2022 |

January 14, 2022

TO: LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS TOBACCO CONTROL EDUCATION PROGRAMS

FROM: CONTRACTS AND BUSINESS OPERATIONS SECTION CALIFORNIA TOBACCO CONTROL PROGRAM (CTCP)

SUBJECT: PROGRAM LETTER 21-05
PROPOSITION (PROP) 99 AND PROP 56 PROSPECTIVE PAYMENT INVOICES (PPIs) FOR THIRD QUARTER
FUNDING PERIOD: JANUARY 1, 2022 THROUGH MARCH 31, 2022

Purpose: Release the:
Third quarter PPI (01/01/22 to 03/31/22) – Prop 99
Third quarter PPI (01/01/22 to 03/31/22) – Prop 56

Effective Date: Immediately

Inclusions: PPI-F21-Q3-P99 for Prospective Payment Period: 01/01/22 to 03/31/22 – Prop 99
PPI-F21-Q3-P56 for Prospective Payment Period: 01/01/22 to 03/31/22 – Prop 56
Page 1 of 5 of the revised APPENDIX 2, California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds, FY 2021/22 (01/22-06/22) – FY2024/25 (Dated 1/3/2022) released in CTCP Program Letter 21-04.

Required Action: Ensure the PPIs are: (1) printed; (2) signed (by an authorized representative); and (3) dated. Submit the signed PPIs electronically via the Online Tobacco Information System (OTIS) Communication Log.

**Additional
Information:**

The attached LLA Allocation Table for FY 21/22 reflects the Prop 99 and Prop 56 adjustments identified in the FY 21/22 Budget Act, signed on June 28, 2021.

CTCP may delay processing your PPIs for any of the following reasons: (1) allocation agreement is not signed/returned; (2) significant concerns about your comprehensive tobacco control plan for 2022-2025; (3) disapproved progress and/or cost reports; (4) unmet deliverables; and/or (5) unspent funds.

As a reminder:

- Funding is contingent upon available revenues and appropriations by the Legislature, State Budget, and any subsequent revisions.
- Per the 2022-2025 Local Lead Agency Allocation Agreement Terms and Conditions, Exhibit B, paragraph 7.A., Trust Account and Expenditure Provisions; the LLA annual allocations from Prop 99 and Prop 56 shall be deposited into separate interest-bearing, insured trust accounts in accordance with the LLA Administrative and Policy Manual.
- It is expected that LLAs liquidate their allocation using the first-in-first-out rule. This means the oldest funds are to be spent first (i.e., fiscal year [FY] 2021-22, then FY 2022-23, etc.). When LLAs return unexpended funds at the end of the plan period, Prop 99 Health Education Account LLA funding reverts to the larger Prop 99 fund to be reappropriated to the various Prop 99 accounts; Prop 56 LLA funds are returned back to the same fund where they are reappropriated. Because of this, Prop 99 LLA funds are to be liquidated before Prop 56 LLA funds.

**Contact Person
For Further
Information:**

Your assigned CTCP PM.

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

| LLA | Agreement | FY 21/22 Prop 99 Jan-Jun '22 @BA Jul 2021 | FY 21/22 Prop 56 Jan-Jun '22 @ BA Jul 2021 | FY 21/22 TOTAL P99+P56 Jan-Jun '22 @ BA Jul 2021 |
|----------------------|-------------|--|---|---|
| Alameda | CTCP-21-01 | \$75,000 | \$482,213 | \$557,213 |
| Berkeley | CTCP-21-01A | \$75,000 | \$75,000 | \$150,000 |
| Alpine | CTCP-21-02 | \$75,000 | \$75,000 | \$150,000 |
| Amador | CTCP-21-03 | \$75,000 | \$75,000 | \$150,000 |
| Butte | CTCP-21-04 | \$75,000 | \$89,639 | \$164,639 |
| Calaveras | CTCP-21-05 | \$75,000 | \$75,000 | \$150,000 |
| Colusa | CTCP-21-06 | \$75,000 | \$75,000 | \$150,000 |
| Contra Costa | CTCP-21-07 | \$75,000 | \$211,855 | \$286,855 |
| Del Norte | CTCP-21-08 | \$75,000 | \$75,000 | \$150,000 |
| El Dorado | CTCP-21-09 | \$75,000 | \$75,000 | \$150,000 |
| Fresno | CTCP-21-10 | \$75,000 | \$315,515 | \$390,515 |
| Glenn | CTCP-21-11 | \$75,000 | \$75,000 | \$150,000 |
| Humboldt | CTCP-21-12 | \$75,000 | \$75,000 | \$150,000 |
| Imperial | CTCP-21-13 | \$75,000 | \$75,000 | \$150,000 |
| Inyo | CTCP-21-14 | \$75,000 | \$75,000 | \$150,000 |
| Kern | CTCP-21-15 | \$75,000 | \$200,706 | \$275,706 |
| Kings (CHC) | CTCP-21-16 | \$75,000 | \$75,000 | \$150,000 |
| Lake | CTCP-21-17 | \$75,000 | \$75,000 | \$150,000 |
| Lassen | CTCP-21-18 | \$75,000 | \$75,000 | \$150,000 |
| Los Angeles | CTCP-21-19 | \$75,000 | \$4,818,243 | \$4,893,243 |
| Pasadena | CTCP-21-19B | \$75,000 | \$78,655 | \$153,655 |
| Long Beach | CTCP-21-19A | \$75,000 | \$249,768 | \$324,768 |
| Madera | CTCP-21-20 | \$75,000 | \$75,000 | \$150,000 |
| Marin | CTCP-21-21 | \$75,000 | \$117,641 | \$192,641 |
| Mariposa | CTCP-21-22 | \$75,000 | \$75,000 | \$150,000 |
| Mendocino | CTCP-21-23 | \$75,000 | \$75,000 | \$150,000 |
| Merced | CTCP 21-24 | \$75,000 | \$85,109 | \$160,109 |
| Modoc | CTCP-21-25 | \$75,000 | \$75,000 | \$150,000 |
| Mono | CTCP-21-26 | \$75,000 | \$75,000 | \$150,000 |
| Monterey | CTCP-21-27 | \$75,000 | \$151,995 | \$226,995 |
| Napa | CTCP-21-28 | \$75,000 | \$75,000 | \$150,000 |
| Nevada | CTCP-21-29 | \$75,000 | \$75,000 | \$150,000 |
| Orange | CTCP-21-30 | \$75,000 | \$603,679 | \$678,679 |
| Placer | CTCP-21-31 | \$75,000 | \$75,000 | \$150,000 |
| Plumas | CTCP-21-32 | \$75,000 | \$75,000 | \$150,000 |
| Riverside | CTCP-21-33 | \$75,000 | \$373,943 | \$448,943 |
| Sacramento | CTCP-21-34 | \$75,000 | \$386,795 | \$461,795 |
| San Benito | CTCP-21-35 | \$75,000 | \$75,000 | \$150,000 |
| San Bernardino (CHC) | CTCP-21-36 | \$75,000 | \$514,303 | \$589,303 |
| San Diego | CTCP-21-37 | \$75,000 | \$704,590 | \$779,590 |
| San Francisco | CTCP-21-38 | \$75,000 | \$633,239 | \$708,239 |
| San Joaquin | CTCP-21-39 | \$75,000 | \$204,583 | \$279,583 |
| San Luis Obispo | CTCP-21-40 | \$75,000 | \$95,119 | \$170,119 |
| San Mateo | CTCP-21-41 | \$75,000 | \$171,321 | \$246,321 |
| Santa Barbara | CTCP-21-42 | \$75,000 | \$93,027 | \$168,027 |
| Santa Clara | CTCP-21-43 | \$75,000 | \$616,227 | \$691,227 |
| Santa Cruz | CTCP-21-44 | \$75,000 | \$90,572 | \$165,572 |
| Shasta | CTCP-21-45 | \$75,000 | \$75,000 | \$150,000 |
| Sierra | CTCP-21-46 | \$75,000 | \$75,000 | \$150,000 |
| Siskiyou | CTCP-21-47 | \$75,000 | \$75,000 | \$150,000 |
| Solano | CTCP-21-48 | \$75,000 | \$162,891 | \$237,891 |
| Sonoma | CTCP-21-49 | \$75,000 | \$188,509 | \$263,509 |
| Stanislaus | CTCP-21-50 | \$75,000 | \$150,303 | \$225,303 |
| Sutter | CTCP-21-51 | \$75,000 | \$75,000 | \$150,000 |
| Tehama | CTCP-21-52 | \$75,000 | \$75,000 | \$150,000 |
| Trinity | CTCP-21-53 | \$75,000 | \$75,000 | \$150,000 |
| Tulare | CTCP-21-54 | \$75,000 | \$161,758 | \$236,758 |
| Tuolumne | CTCP-21-55 | \$75,000 | \$75,000 | \$150,000 |
| Ventura | CTCP-21-56 | \$75,000 | \$181,778 | \$256,778 |
| Yolo | CTCP-21-57 | \$75,000 | \$75,000 | \$150,000 |
| Yuba | CTCP-21-58 | \$75,000 | \$75,000 | \$150,000 |
| | | \$4,575,000 | \$14,608,976 | \$19,183,976 |

**Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 99 Fund 0231**

- 1. Inyo County Treasurer
P.O. Drawer H
Independence, CA 93526-0608**
- 2. Allocation Agreement Number: CTCP-21-14**
- 3. Prospective Payment Period: 01/01/22 to 03/31/22**
- 4. Amount to be Paid: \$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date

Signature of LLA Representative

Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Amount to be paid from Prop 99 Fund 0231
FY 2021-22 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F21-Q3-P99-CTCP-21-14**
Program No.: 4045019
Fi\$Cal ID No.: 8422

COA: FY 21/22, 0231, 111, 2021, 4045019, 5440000, 51201

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date

Signature of CTCP Representative

**Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 56 Fund 3322**

- 1. Inyo County Treasurer
P.O. Drawer H
Independence, CA 93526-0608**
- 2. Allocation Agreement Number: CTCP-21-14**
- 3. Prospective Payment Period: 01/01/22 to 03/31/22**
- 4. Amount to be Paid: \$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date

Signature of LLA Representative

Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Amount to be paid from Prop 56 Fund 3322
FY 2021-22 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F21-Q3-P56-CTCP-21-14**
Program No.: 4045
Fi\$Cal ID No.: 8422

COA: FY 21/22, 3322, 611, 2016, 4045, 5440000, 51218

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with terms/conditions, laws and regulations governing its payment.

Date

Signature of CTCP Representative



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

January 14, 2022

TO: LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS
TOBACCO CONTROL EDUCATION PROGRAMS

FROM: CONTRACTS AND BUSINESS OPERATIONS SECTION
CALIFORNIA TOBACCO CONTROL PROGRAM (CTCP)

SUBJECT: PROGRAM LETTER 21-04
LLA ALLOCATION AGREEMENT FOR PROPOSITION 99 AND
PROPOSITION 56 FUNDS
FUNDING PERIOD: JANUARY 1, 2022 – JUNE 30, 2022

Purpose Release the *Acceptance of Allocation Agreement for Quarter 3 and 4 of Fiscal Year 2021-2022*

Effective Date Immediately

Inclusions

1. Acceptance of Allocation Agreement for *Quarter 3 and 4* of Fiscal Year 2021-2022 Funding Period: January 1, 2022 through June 30, 2022.
2. Revised APPENDIX 2, page 1, California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds, FY 2021/22 (01/22-06/22) – FY2024/25 (Dated 1/3/2022) previously released in the 2022 - 2025 LOCAL LEAD AGENCY COMPREHENSIVE TOBACCO CONTROL PLAN GUIDELINES.

Required Action

1. Please print, sign, and date the Acceptance of Allocation Agreement for Quarter 3 and 4 of Fiscal Year 2021-2022. The signature, on the Acceptance of Allocation Agreement, must match the official Agency Signatory identified in CTCP's Online Tobacco Information System (OTIS).

CDPH California Tobacco Control Program
MS 7206 • P.O. Box 997377 • Sacramento, CA 95899-7377
(916) 449-5500 • (916) 449-5505 FAX
Internet Address: www.cdph.ca.gov



2. Return the Acceptance of Allocation Agreement for Quarter 3 and 4 of Fiscal Year 2021-2022, bearing an original signature, to your assigned CTCP Procurement Manager (PM) at the following address:

USPS Mailing Address:

Attention: "Name of assigned CTCP PM"
California Department of Public Health
CHC/California Tobacco Control Program
MS 7206
P. O. Box 997377
Sacramento, CA 95899-7377

Why The Agreement is Needed

Signing the Acceptance of Allocation Agreement serves as acceptance of the allocation for Quarter 3 and 4 of Fiscal Year (FY) 2021-2022 and acknowledges the conditions attached to the funds. The California Department of Public Health (CDPH) does not require a Board of Supervisors Resolution for allocation agreements.

Please be advised, Prospective Payment Invoices (PPIs) cannot be processed for payment until CTCP receives the Acceptance of Allocation Agreement for Quarter 3 and 4 of FY 2021-2022, from your city/county, bearing the original signature of the official Agency Signatory identified in OTIS.

Budget Information

The amount of Proposition 99 and Proposition 56 funds identified on the Acceptance of Allocation Agreement for Quarter 3 and 4 of FY 2021-2022 is based on the revised LLA Allocation Table (Dated 1/3/2022) for the FY 2022-2025 plan period.

Additional Information

During the plan period, LLA Project Directors will receive feedback from CTCP's:

- Procurement Managers (PMs) who analyze the cost reports and spending patterns.
- Program Consultants (PCs) who monitor the progress reports and associated percent deliverables to ensure adequate progress is being made toward completion of the Comprehensive Tobacco Control Plan for FY 2022-2025.

If it appears LLAs are not spending the allocations according to the negotiated budget/budget justification in a timely manner and/or are not making sufficient progress on plan activities, CTCP may withhold future PPIs.

Unspent balances must be returned to the CDPH/CTCP when the 2022 – 2025 Local Lead Agency Comprehensive Tobacco Control Plan ends on June 30, 2025 and are due 90 days after receiving the plan's closeout letter.

**Contact Person
For Further
Information**

Your assigned CTCP PM.

**ACCEPTANCE OF ALLOCATION AGREEMENT
For Quarter 3 and 4 of
FISCAL YEAR 2021-2022**

County of Inyo

Agreement Number: CTCP-21-14

Agreement Amount: \$150,000.00

Proposition 56: \$75,000.00

Proposition 99: \$75,000.00

FUNDING PERIOD: JANUARY 1, 2022 THROUGH JUNE 30, 2022

I certify this Tobacco Control Program will comply with all applicable policies, procedures, and legal requirements as described in the Comprehensive Tobacco Control Plan Guidelines including: the Allocation Agreement Terms; Local Lead Agency Administrative and Policy Manual; and, any statutes, program letters, and other conditions stipulated by the California Tobacco Control Program.

Authorized Signature

Date

Printed Name and Title

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

| LLA | Agreement | FY 21/22 Prop 99 Jan-Jun '22 @BA Jul 2021 | FY 21/22 Prop 56 Jan-Jun '22 @ BA Jul 2021 | TOTAL FY 21/22 P99+P56 Jan-Jun '22 @ BA Jul 2021 |
|----------------------|-------------|--|---|---|
| Alameda | CTCP-21-01 | \$75,000 | \$482,213 | \$557,213 |
| Berkeley | CTCP-21-01A | \$75,000 | \$75,000 | \$150,000 |
| Alpine | CTCP-21-02 | \$75,000 | \$75,000 | \$150,000 |
| Amador | CTCP-21-03 | \$75,000 | \$75,000 | \$150,000 |
| Butte | CTCP-21-04 | \$75,000 | \$89,639 | \$164,639 |
| Calaveras | CTCP-21-05 | \$75,000 | \$75,000 | \$150,000 |
| Colusa | CTCP-21-06 | \$75,000 | \$75,000 | \$150,000 |
| Contra Costa | CTCP-21-07 | \$75,000 | \$211,855 | \$286,855 |
| Del Norte | CTCP-21-08 | \$75,000 | \$75,000 | \$150,000 |
| El Dorado | CTCP-21-09 | \$75,000 | \$75,000 | \$150,000 |
| Fresno | CTCP-21-10 | \$75,000 | \$315,515 | \$390,515 |
| Glenn | CTCP-21-11 | \$75,000 | \$75,000 | \$150,000 |
| Humboldt | CTCP-21-12 | \$75,000 | \$75,000 | \$150,000 |
| Imperial | CTCP-21-13 | \$75,000 | \$75,000 | \$150,000 |
| Inyo | CTCP-21-14 | \$75,000 | \$75,000 | \$150,000 |
| Kern | CTCP-21-15 | \$75,000 | \$200,706 | \$275,706 |
| Kings (CHC) | CTCP-21-16 | \$75,000 | \$75,000 | \$150,000 |
| Lake | CTCP-21-17 | \$75,000 | \$75,000 | \$150,000 |
| Lassen | CTCP-21-18 | \$75,000 | \$75,000 | \$150,000 |
| Los Angeles | CTCP-21-19 | \$75,000 | \$4,818,243 | \$4,893,243 |
| Pasadena | CTCP-21-19B | \$75,000 | \$78,655 | \$153,655 |
| Long Beach | CTCP-21-19A | \$75,000 | \$249,768 | \$324,768 |
| Madera | CTCP-21-20 | \$75,000 | \$75,000 | \$150,000 |
| Marin | CTCP-21-21 | \$75,000 | \$117,641 | \$192,641 |
| Mariposa | CTCP-21-22 | \$75,000 | \$75,000 | \$150,000 |
| Mendocino | CTCP-21-23 | \$75,000 | \$75,000 | \$150,000 |
| Merced | CTCP 21-24 | \$75,000 | \$85,109 | \$160,109 |
| Modoc | CTCP-21-25 | \$75,000 | \$75,000 | \$150,000 |
| Mono | CTCP-21-26 | \$75,000 | \$75,000 | \$150,000 |
| Monterey | CTCP-21-27 | \$75,000 | \$151,995 | \$226,995 |
| Napa | CTCP-21-28 | \$75,000 | \$75,000 | \$150,000 |
| Nevada | CTCP-21-29 | \$75,000 | \$75,000 | \$150,000 |
| Orange | CTCP-21-30 | \$75,000 | \$603,679 | \$678,679 |
| Placer | CTCP-21-31 | \$75,000 | \$75,000 | \$150,000 |
| Plumas | CTCP-21-32 | \$75,000 | \$75,000 | \$150,000 |
| Riverside | CTCP-21-33 | \$75,000 | \$373,943 | \$448,943 |
| Sacramento | CTCP-21-34 | \$75,000 | \$386,795 | \$461,795 |
| San Benito | CTCP-21-35 | \$75,000 | \$75,000 | \$150,000 |
| San Bernardino (CHC) | CTCP-21-36 | \$75,000 | \$514,303 | \$589,303 |
| San Diego | CTCP-21-37 | \$75,000 | \$704,590 | \$779,590 |
| San Francisco | CTCP-21-38 | \$75,000 | \$633,239 | \$708,239 |
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| Santa Barbara | CTCP-21-42 | \$75,000 | \$93,027 | \$168,027 |
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| Shasta | CTCP-21-45 | \$75,000 | \$75,000 | \$150,000 |
| Sierra | CTCP-21-46 | \$75,000 | \$75,000 | \$150,000 |
| Siskiyou | CTCP-21-47 | \$75,000 | \$75,000 | \$150,000 |
| Solano | CTCP-21-48 | \$75,000 | \$162,891 | \$237,891 |
| Sonoma | CTCP-21-49 | \$75,000 | \$188,509 | \$263,509 |
| Stanislaus | CTCP-21-50 | \$75,000 | \$150,303 | \$225,303 |
| Sutter | CTCP-21-51 | \$75,000 | \$75,000 | \$150,000 |
| Tehama | CTCP-21-52 | \$75,000 | \$75,000 | \$150,000 |
| Trinity | CTCP-21-53 | \$75,000 | \$75,000 | \$150,000 |
| Tulare | CTCP-21-54 | \$75,000 | \$161,758 | \$236,758 |
| Tuolumne | CTCP-21-55 | \$75,000 | \$75,000 | \$150,000 |
| Ventura | CTCP-21-56 | \$75,000 | \$181,778 | \$256,778 |
| Yolo | CTCP-21-57 | \$75,000 | \$75,000 | \$150,000 |
| Yuba | CTCP-21-58 | \$75,000 | \$75,000 | \$150,000 |
| | | \$4,575,000 | \$14,608,976 | \$19,183,976 |



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Greg Waters

SUBJECT: Tecopa Sewer Lagoon Aerator Project

RECOMMENDED ACTION:

Request Board approve the plans and specifications for the Tecopa Sewer Lagoon Aerator Project and authorize the Public Works Director to advertise the project.

SUMMARY/JUSTIFICATION:

The County leases a parcel of land from the Bureau of Land Management that it subsequently leases to a concessionaire to operate as the Tecopa Hot Springs Campground. There is a sewer lagoon on the property that collects the raw sewage from all of the facilities. The neighbors have complained about the odor from this lagoon for many years. The Public Works Department, in consultation with industry professionals, believes the mitigation that will have the greatest impact with the least costs is to install an aerator system to remediate the problem.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the plans and specifications and the County may be subject to ongoing complaints by the neighbors

OTHER AGENCY INVOLVEMENT:

NA

FINANCING:

There is sufficient funding in the Tecopa Lagoon Phase 2 Budget (643111) in the Advertising object code (5263) to facilitate this request.

ATTACHMENTS:

1. Tecopa Bid Package - Final

APPROVALS:

| | |
|-----------------|------------------------------|
| Greg Waters | Created/Initiated - 1/6/2022 |
| Darcy Ellis | Approved - 1/6/2022 |
| Greg Waters | Approved - 2/8/2022 |
| Michael Errante | Approved - 2/9/2022 |
| John Vallejo | Approved - 2/9/2022 |
| Amy Shepherd | Approved - 2/9/2022 |
| Sue Dishion | Approved - 2/10/2022 |
| Aaron Holmberg | Final Approval - 2/10/2022 |

BID PACKAGE AND SPECIAL PROVISIONS



FOR CONSTRUCTION OF

TECOPA SEWER LAGOON AERATOR PROJECT

Project No. RR-18-069

**FOR USE IN CONNECTION WITH INYO COUNTY
STANDARD SPECIFICATIONS, DATED OCTOBER 2020,
GENERAL PREVAILING WAGE RATES IN EFFECT
ON THE DATE THE WORK IS ACCOMPLISHED**

January, 2022

Prepared By: Inyo County Public Works

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**NOTICE
INVITING BIDS
FOR**

TECOPA SEWER LAGOON AERATOR PROJECT
Tecopa, CA

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COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

TECOPA SEWER LAGOON AERATOR PROJECT

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County (County) Public Works Department (Department) at 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$15.00 will be charged for each set of Bid Packages requested. The Bid Packages are available for inspection at the Department during regular business hours. Checks are to be made out to "Inyo County Public Works Department." The Bid Package is also available at no charge at the County of Inyo website at www.inyocounty.us. Bidders who obtain Bid Packages over the internet are responsible for notifying Inyo County Public Works Department that they are plan holders. Bidders who fail to notify the Department that they are plan holders may not be notified should any Addenda be issued. If the Department issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected. This project is subject to the State of California Department of Industrial Relations (DIR) prevailing wage labor rates.

Bids must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "BID", and the Project Title:

TECOPA SEWER LAGOON AERATOR PROJECT

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on March 23, 2022** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

General Work Description: This Project includes the purchase and installation of a sewage lagoon aerator system as described in the Special Provisions, at Tecopa Hot Springs Campground.

An optional job walk will be held on **March 7, 2022 at 2:00 p.m.** at Tecopa Hot Springs Campground, 400 Tecopa Hot Springs Rd., Tecopa, CA 92389. **Please RSVP as the job site is a long drive from our offices. RSVP to 'gwaters@inyocounty.us'**

All project work is more particularly described in the plans and special provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

TECOPA SEWER LAGOON AERATOR PROJECT

Notice Inviting Bids

Page i

For technical questions related to project work, site conditions, or to schedule a site visit, please contact Greg Waters of the Public Works Department at gwaters@inyocounty.us

Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or bond may be retained by the County for sixty (60) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California Class B - General Building Contractor license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated October, 2020, Contract Documents and other applicable law.

The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code, Section 12990**, and other applicable law.

The Contract is also subject to and incorporates by reference the provisions of **Public Contract Code, Section 22300**, pursuant to which, the Contractor is permitted to substitute securities for earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.

Pursuant to **Section 1725.5 of the Labor Code**, the bidder is required to certify that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the California Department of Industrial Relations.

Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced, but not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request.

Inyo County reserves the right at any stage of these proceedings to reject any or all Bids or to waive any immaterial defect in any Bid if it is deemed to be in the best interest of the County.

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

County of Inyo
Department of Public Works



Michael Errante
Director

Dated: January, 2022

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BID PROPOSAL FORMS FOR

TECOPA SEWER LAGOON AERATOR PROJECT
Tecopa, CA

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BID PROPOSAL FORM

TO: COUNTY OF INYO
Attn.: Inyo County Clerk of Board of Supervisors
224 North Edwards Street, P.O. Box N
Independence, California 93526
(Herein called the "County")

FROM: _____

(Herein called "Bidder")

FOR: **TECOPA SEWER LAGOON AERATOR PROJECT**
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on **March 23, 2022** by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, electronic, telephonic or fax proposals or modifications will be accepted.

2. BID AMOUNT TOTAL. The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

3. BID ADDITIVES. The County reserves the right to award the base bid and any combination, including neither, of the bid additives.

BASE PROJECT BID FORM – UNIT PRICE BID:

ABBREVIATIONS:

LS = LUMP SUM

SF = SQUARE FEET

LF = LINEAR FEET

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|-------------------------------|--|----------|------|------------|-------------|
| 1 | Mobilization | 1 | LS | \$ | \$ |
| 2 | Order Aerator Components and Materials | 1 | LS | \$ | \$ |
| 3 | Trench and Install Electrical System | 1 | LS | \$ | \$ |
| 4 | Grade, Form, Place, and Finish Concrete Blower Pad | 1 | LS | \$ | \$ |
| 5 | Install Aerator Complete System | 1 | LS | \$ | \$ |
| 6 | Testing, Commissioning, and Training | 1 | LS | \$ | \$ |
| TOTAL BASE BID AMOUNT: | | | | | \$ |

PROJECT BID AMOUNT – UNIT PRICE BID:

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Note: Project will be awarded based on the Lowest Responsive Base Bid

ADD ALTERNATE BID FORM – UNIT PRICE BID:

ABBREVIATIONS:

LS = LUMP SUM

SF = SQUARE FEET

LF = LINEAR FEET

| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
|------------------------------|---|----------|------|------------|-------------|
| Alt Add 1 | 2 nd Blower & Duplexing Control Panel, Increased Electrical and Concrete Pad | 1 | LS | \$ | \$ |
| TOTAL ADD ALT AMOUNT: | | | | | \$ |

ADD ALTERNATE BID AMOUNT – UNIT PRICE BID:

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services

and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated October, 2020.

5. ACCEPTANCE. County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. ADDENDA. The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

TECOPA SEWER LAGOON AERATOR PROJECT

Bid Forms

Page 3

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

8. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business:

Bidder's Name: _____

Address: _____

_____ Zip Code _____
(The above address will be used to send notices or requests for additional information.)

Telephone: () _____

Federal Identification No.: _____

Contractor's License No.: _____ State: _____

Classification: _____ Expiration Date: _____

Type of Business (check one):

Individual (), Partnership (), Joint Venture ()

Corporation (), Other (Specify) : _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint ventures, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

9. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) _____ Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or

- (b) _____ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) _____ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked " Cash Proposal Guarantee."

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

10. BID PROTEST. In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.

- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Denelle Carrington, County Purchasing Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

11. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2020.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT

TECOPA SEWER LAGOON AERATOR PROJECT

**BID BOND
(BID PROPOSAL GUARANTEE)**

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ as Principal, and
(Name of Bidder)

_____ (Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of _____ dollars (\$ _____) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **TECOPA SEWER LAGOON AERATOR PROJECT**, in compliance with the Contract therefor:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Materials Payment Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this Bond.

WITNESS our hands and seals this _____ day of _____, 20 ____ A.D.

Principal

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

Surety

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo (Attn.: Public Works Director)
224 North Edwards Street, P.O. Box N
Independence, California 93526**

TECOPA SEWER LAGOON AERATOR PROJECT

**CASHIER'S OR CERTIFIED CHECK
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[]

ATTACH CHECK HERE

[]

Bidder (print name) : _____

TECOPA SEWER LAGOON AERATOR PROJECT

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

| ITEM NO. | DESCRIPTION OF WORK | % OF TOTAL CONTRACT | SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE | NAME, ADDRESS, PHONE NUMBER |
|----------|---------------------|---------------------|---|-----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

(Government Code Section 12900 et seq., Sections 11135-11139.7)

TECOPA SEWER LAGOON AERATOR PROJECT

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance on the basis of religion, color, ethnic group identification, sex, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (**Government Code, Section 12900 et seq.**), the regulations promulgated thereunder (**California Code of Regulations, Title 2, Section 7285.0 et seq.**), and the Provisions of **Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.7)**.

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)

TECOPA SEWER LAGOON AERATOR PROJECT

I am aware of the provisions of Section 3700 and following of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

CONTRACTOR AND SUBCONTRACTOR REGISTRATION
With
CA Department of Industrial Relations (DIR)
(CA LABOR CODE SECTION 1725.5)

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are Registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.

Signed Name

Date

Printed Name

CA DIR Registration No.

NON-COLLUSION AFFIDAVIT
(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

TECOPA SEWER LAGOON AERATOR PROJECT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____, at _____,
(Date) (City) (State)

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

TECOPA SEWER LAGOON AERATOR PROJECT

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation:

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

TECOPA SEWER LAGOON AERATOR PROJECT

In accordance with **Public Contract Code Section 10232**, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

By Bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO. 1156**

TECOPA SEWER LAGOON AERATOR PROJECT

ORDINANCE NO. 1156

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION 1. PURPOSE AND AUTHORITY

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.

Chapter 6.06 is added to the Inyo County Code to read as follows:

Chapter 6.06

CONTRACTING PREFERENCES

Sections:

| | |
|-----------------|--|
| 6.06.010 | Findings. |
| 6.06.020 | Definitions. |
| 6.06.030 | General Provisions. |
| 6.06.040 | Local Business and Small Business Preference. |
| 6.06.050 | Small Business Subcontracting Preference. |
| 6.06.060 | Limit On Contracting Preference. |

6.06.010 Findings

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

6.06.020 Definitions.

- A. A **Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.
- B. A **Local Business** is a business which:
1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
 2. Holds any required business license by a jurisdiction located in Inyo County; and
 3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

4. Meets the conditions of one through three of this subsection, but within Mono or Inyo and Mono Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

C. A **Responsive Bid** is a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

6.06.030 General Provisions.

A. The preferences provided in this chapter are intended to extend to the limit of the jurisdiction of Inyo County under California law. Such preferences do not apply where prohibited by Federal or State law. Such preferences do not apply where funding agencies prohibit such preferences as a condition of providing funding for the anticipated project. Where this Chapter provides preferences for multiple classes of entities, and one or more of those classes of entities are disallowed contracting preference by Federal or State law or by the funding agency, those disallowed entities will not be provided preferences, but the remaining classes of entities shall receive preferences.

B. Requests for bids or proposals issued by the County shall specify the applicable contracting preferences available pursuant to this Chapter.

6.06.040 Local Business and Small Business Preference.

Except as excluded by Section 6.06.030(A), for all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

6.06.050 Small Business Subcontracting Preference.

For public works and road construction contracts awarded by Inyo County, where no entity qualifying under this Chapter for a contracting preference submits a responsive bid that is the lowest or within five percent of the lowest responsive bid, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or businesses. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

6.06.060 Limit On Contracting Preferences.

Contracting preferences under this Chapter shall not exceed \$10,000.00 for any one solicitation and award determination.

SECTION 3. SEVERABILITY

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

SECTION 4. EFFECTIVE DATE

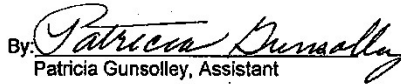
This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

PASSED AND ADOPTED this 25th day of May, 2010, by the following vote:

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-


Richard Cervantes, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: 
Patricia Gunsolley, Assistant

s/Ordinance/ContractingPrefSmBusiness

4/29/10

INSTRUCTIONS – SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS) (05/10)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

IMPORTANT: Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.**

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

| PROJECT: TECOPA SEWER LAGOON AERATOR PROJECT | | | | CONTRACT COMPLETION DATE | | | |
|---|---|-------------------------------|---------------------|--------------------------|---------------------------|--------------------------|-----------------------------|
| PRIME CONTRACTOR | | | BUSINESS ADDRESS | | ESTIMATED CONTRACT AMOUNT | | |
| BID ITEM NO. | SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE | DESCRIPTION OF WORK PERFORMED | SBE CERT. NUMBER | CONTRACT PAYMENTS | | DATE WORK COMPLETE | DATE OF FINAL PAYMENT |
| | | | | NON-SBE | SBE | | |
| | | | | \$ | \$ | | |
| | | | | \$ | \$ | | |
| | | | | \$ | \$ | | |
| | | | | \$ | \$ | | |
| | | | | \$ | \$ | | |
| | | | | \$ | \$ | | |
| | | | | \$ | \$ | | |
| | | | TOTAL | \$ | \$ | | |
| (i) Original Commitment | | | | | | | |
| \$ _____ | | | | | | | |
| 2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT | | | | | | | |
| CONTRACTOR REPRESENTATIVES SIGNATURE | | | | BUSINESS PHONE NUMBER | | DATE | |
| 4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT | | | | | | | |
| RESIDENT ENGINEER'S SIGNATURE | | | | BUSINESS PHONE NUMBER | | DATE | |

To be completed by the contractor and submitted to the Resident Engineer upon project completion

INSTRUCTIONS - FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered for the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form.

CONTRACT AND BOND FORMS FOR

TECOPA SEWER LAGOON AERATOR PROJECT
Tecopa, CA

ENCLOSURES:

Contract: Inyo County Standard Contract No. 147
Faithful Performance Bond
Labor and Material Payment Bond

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

_____, **CONTRACTOR**

for the

_____ **PROJECT**

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

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

Title: _____ **PROJECT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

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

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

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

If to Contractor: _____

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor) as Principal, hereinafter "Contractor,"

and (Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of dollars (\$.), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

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

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

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

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

- 1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

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

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

---o0o---

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

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

ATTACHMENT 2

PROJECT

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

KNOW ALL MEN BY THESE PRESENTS, that (Name of Contractor)

as Principal, hereinafter "CONTRACTOR,"

and (Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

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

---o0o---

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

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

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

ATTACHMENT 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Specifications 5

Insurance Requirements for 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 by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$_____ per occurrence for bodily injury, personal injury, and property damage. 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), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

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

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL and automobile liability policies with respect to liability arising out of 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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
2. For any claims related to this project, 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.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the Entity as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors

Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. 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.

Subcontractors

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

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

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 circumstances.

SPECIAL PROVISIONS

FOR

TECOPA SEWER LAGOON AERATOR PROJECT

Tecopa, CA

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COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS APPROVAL

TECOPA SEWER LAGOON AERATOR PROJECT
Bishop, CA

These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.



Director of Public Works

2/08/2022

Specifications Approval Date

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SPECIAL PROVISIONS
TECOPA SEWER LAGOON AERATOR PROJECT

INTRODUCTION / GENERAL:

The TECOPA SEWER LAGOON AERATOR PROJECT (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated October, 2020 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the “Contract Documents” governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans, the Inyo County Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California, or online at: http://www.inyocounty.us/county_directory.htm, under Public Works.

Unless indicated otherwise, all references in this document to sections are to those in the Standard Specifications or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Standard Specifications referenced herein and these Special Provisions, the latter shall prevail and be observed.

PROJECT DESCRIPTION

This Project includes the purchase and installation of a sewage lagoon aerator system as described in the Special Provisions, at Tecopa Hot Springs Campground, 400 Tecopa Hot Springs Rd., Tecopa, CA 92389

An optional job walk, **RSVP required**, will be held on **March 7, 2022 at 2:00 p.m.** at Tecopa Hot Springs Campground, 400 Tecopa Hot Springs Rd., Tecopa, CA 92389. Contact Greg Waters at gwaters@inyocounty.us to RSVP at least 48 hours in advance.

All project work is more particularly described in the plans and special provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

The work is more particularly described in the Plans and below, in the Project Special Provisions. All of the work shall be in accordance with all applicable State and local laws, codes, and regulations.

SECTION 3 CONTRACT AWARD AND EXECUTION

3-1.04 CONTRACT AWARD

Section 3-1.04 of the Standard Specifications shall be amended as follows:

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required

documents, within 15 days of Notification of Award, as further described in Section 3-1.18: Contract Execution.

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 0001 or similar exclusions are allowed if not inconsistent with section 7-1.06. Allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any selfinsured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

This section is amended as follows.

This project is subject to Inyo County Ordinance No. 1156, *An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 6.06 to the Inyo County Code to Provide Contacting Preferences for Local and Small Businesses*, which is included in the bid package.

Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.

Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference as described in Inyo County Ordinance No. 1156 (Ordinance No. 1156), Section 6.06.040, the bidder must show that he/she is a SBE as described in Ordinance No. 1156 Section 6.06.020.

To qualify for the SBE subcontracting preference as described in Ordinance No. 1156, Section 6.06.050, the bidder must show that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Ordinance No. 1156 Section 6.06.020.

It is the bidders responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.

SBE Contracting Preference Commitment Submittal

If the bidder is claiming the SBE contracting preference, submit SBE information on the “Small Business Enterprise Commitment (Construction Contracts),” form included in the Bid Package. If the bidder is not claiming the SBE contracting preference remove the form from the Bid Package before submitting your bid.

Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor’s quote will serve as written confirmation that the SBE is participating in the contract.

SUBCONTRACTOR AND SBE RECORDS. The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on “Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors,” certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

Deliver two (2) fully executed (except for the County’s signature) to the Office Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Payee Data Record
5. Small Business (SB) Participation Report form
6. For a federal-aid contract, Caltrans Bidder - DBE Information form

The Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included in your bid book.

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Amended to read as follows:

7-1.02K (2) WAGES

The general prevailing wage rates, determined by the Department of Industrial Relations, for Inyo County, are available at the County of Inyo address or the California DIR web site at <http://www.dir.ca.gov>. Changes are available at the same locations. These wage rates are not included in the Contract Documents. All labor will be paid at not less than these minimum wage rates.

ADD TO 7-1.02K (3) CERTIFIED PAYROLL RECORDS (LABOR CODE §1776)

Keep accurate payroll records. Submit a copy of your certified payroll records, weekly, including those of subcontractors to the following:

1. Inyo County Department of Public Works
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Include:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made
 - 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a Statement of Compliance signed under penalty of perjury that declares:

1. The information contained in the payroll record is true, correct, and complete
2. The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
3. The wage rates paid are at least those required by the Contract

7-1.05 INDEMNIFICATION

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

7-1.06 INSURANCE

7-106A GENERAL

1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

2. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. 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. We strongly recommend obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.
3. **SUBCONTRACTORS:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
4. **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.
5. **CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE:** Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

7-1.06C WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

See Contractor's Labor Code Certification, Bid Certifications Page 2.

Provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

Waive all rights of subrogation against the County, its officers, officials, employees and volunteers for losses arising from work performed by you.

7-1.06D LIABILITY INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code

- 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
4. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

7-1.06I SELF-INSURANCE

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, the Contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

OTHER INSURANCE PROVISIONS

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** 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, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
 2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

SECTION 8 PROSECUTION AND PROGRESS

Amended to read as follows:

ADD TO 8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **Sixty (60) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion".

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 1017.09 SS, "EXTENSION OF TIME."

8-1.10 LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

\$300.00 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

PUBLIC CONTRACT CODE SECTION 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a

lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SPECIFICATIONS

AERATION SYSTEM: AIR DIFFUSERS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions with Appendices thereto, Supplementary General Conditions, Special Conditions, other Instructions and Provisions, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Fine Bubble Air Diffusers.
 - 2. Feeder Tubing.
 - 3. Air Distribution System (summary only).
 - 4. Air Supply Blowers
 - 5. Process Integration Control Panel

1.3 DEFINITIONS AND REFERENCES

- A. Definitions:
 - 1. AOR: Actual oxygen requirements.
 - 2. SOR: Standard oxygen requirements.
 - 3. SCFM: Standard cubic feet per minute are understood to be air at 68°F, 14.7 PSIA and 36% relative humidity flowing at a rate of 1 cubic feet per minute.
 - 4. SCFM: Standard cubic feet per minute are understood to be air at 68°F, 14.7 PSIA and 36% relative humidity flowing at a rate of 1 cubic feet per minute.
 - 5. SWD: Side water depth is understood to be the overall dimension from the high point of the lagoon bottom or basin floor to the water surface.
- B. References: Following is a list of standards, which might be referenced in this Section:
 - 1. American Society of Civil Engineers (ASCE): Standard No. 002 “Measurement of Oxygen Transfer Efficiency in Clean Water”
 - 2. ASTM International (ASTM):
 - i. D1784 – Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
 - ii. D1785 – Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120

- iii. D2666 – Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
- iv. D3350 – Specification for Polyethylene Plastic Pipe and Fittings Materials
- v. F714 - Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter

1.4 SYSTEM DESCRIPTION

- A. Air diffuser system consists of a submerged aeration unit that combines mixing and aeration in one unit. Each unit shall consist of an aerator surrounded by a series of fine bubble diffusers. Each unit shall be weighted with ballast and rest freely on the lagoon floor with all diffusers elevated above the floor.
- B. The Ares hub shall be designed to generate a flow through the base of the tube. This current shall draw sludge particles and other light organic solid particles from the bottom of the lagoon through the tube. Turbulence within the tube shall be created to maximize contact time and number of individual collisions between the air bubbles, wastewater, and particulates. As the water column emerges from the top of the Ares hub and continues to rise, continued interaction between the air bubbles, wastewater, and suspended particulate will continue to influence the breakdown the organic solids. After these solids have risen with and spread radially from the water column, they will circulate back to the bottom where they will meet the slower rising air bubbles from the fine bubble diffusers, inducing additional organic and biological breakdown.
- C. Each aeration unit shall be connected to the air supply system by a flexible weighted PVC tube of sufficient length to allow removal of the aeration unit from above for cleaning, maintenance, repair, or replacement.
- D. The number and size of the aeration assemblies will be determined by their oxygen transfer efficiency, mixing capacity, and the area of influence.

1.5 PERFORMANCE REQUIREMENTS

- A. Design Parameters and Performance: Aeration system shall be installed in the lagoon or basin of the size and comply with the design performance as required by the OWNER.
- B. The aeration system should be designed to provide enough oxygen to treat an influent peak BOD loading of 350 mg/L at an influent flow of 8,000 GPD.
- C. Structural Performance:
 - 1. All equipment, air distribution system, supports, anchors and fasteners shall be of adequate size and strength to withstand loads associated with starting, turbulence, debris, thrusts from fluid movement, thermal expansion and contraction and other loads encountered under operating conditions.

2. System shall be designed for contraction/expansion over a temperature range of 120 degrees F without deforming any component.

1.6 SUBMITTALS

- A. Product Data: Provide construction details, material descriptions, dimensions of individual components and profiles, rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Shop Drawings: Provide plans, elevations, sections, details, and attachments to other work.
 1. Provide dimensional layouts, materials, details of appurtenances, anchoring, installation, and operation instructions. Fabrication and installation shall be in accordance with such approved drawings.
 2. Specification cut sheets for all proposed equipment, including diffuser units and flexible self-weighted aeration tubing.
 3. Certified diffuser performance test data shall be submitted. It shall include air flow versus head loss data, and Standard Oxygen Transfer Tests conducted in clean water in accordance with the standards set forth by the ASCE Subcommittee on Oxygen Transfer Standards. Any tests must be completed in a minimum of 10' diameter tank; no single column tests will be accepted.
 4. SOTE calculations to verify the clean water oxygen transfer efficiency of the diffuser at both design and maximum airflow.
 5. Head loss Calculations for the complete aeration system from the top of the drop leg. Calculations shall include the total head loss across the membrane, balancing orifice, piping system and Ares aeration unit at both design and maximum airflow.
- C. Information Submittals:
 1. Special shipping, storage and protection, and handling instructions.
 2. Manufacturer's instructions for installation.
 3. Qualification Data: For manufacturer and manufacturer's representative.
 4. Equipment Warranty
 5. Operation and Maintenance Instructions
 6. Location of nearest stocking distributor of spare parts.
 7. Suggested spare parts list to maintain the equipment in service for a period of two years. Include a list of special tools required for checking, testing, parts replacement, and maintenance with current pricing information.
 8. Installation list demonstrating conformance to supplier qualifications as per 1.7 B.

1.7 QUALITY ASSURANCE

- A. Aeration equipment shall be provided by the following approved supplier:
Triplepoint Environmental LLC or pre-approved equal (see below for approval qualifications).
- B. Supplier Qualifications:
 - 1. All equipment should be the product of a supplier having at least five (5) North American installations with a lagoon aeration unit that combines aeration with fine bubble diffusers in one portable unit (as per 1.4) each with a minimum of five (5) years satisfactory service.
- C. Unnamed manufacturers: All unnamed manufacturers are considered alternates. Alternate manufacturer offerings must be pre-qualified prior to the bid date and listed as an “approved alternate” in an addendum in order to be considered. Any bids from manufacturers other than those listed in the pre-qualification addendum or named herein will be automatically disqualified and rejected.
 - 1. Manufacturers that are unnamed and wish to be pre-qualified must be an established supplier of the system described in section 1.4, provide proof of meeting the manufacturers qualifications set out in 1.7 (B) along with full technical submittals as per section 1.6 including aeration calculations, aeration system layout, independent oxygen transfer testing, aerator specifications and all other submittals required to the project engineer twenty one days (21) days prior to the published bid date. If approved, the manufacturer will be named as an approved alternate by the engineer in an addendum no later than fourteen (14) days prior to the bid date. Bids by manufacturers that are not pre-qualified will be rejected.
 - 2. The ENGINEER reserves the right to select the manufacturer they decide is the best for the application, regardless of the cost of the equipment.
- D. Base Bid: should the CONTRACTOR seek to bid an unnamed manufacturer who is pre-qualified as per section 1.7 C, that is not a manufacturer named in this specification, he shall furnish a base bid for the named manufacturer and include an amount of monies as an addition or a deduct to be available to the Owner for the alternate equipment. Should any additional engineering (system modifications, etc.) be required as a result of the use of a pre-qualified alternate the cost shall be borne by the CONTRACTOR.
 - 1. The ENGINEER reserves the right to select the manufacturer they decide is the best for the application, regardless of the cost of the equipment.
- E. Installer Qualifications: Manufacturer’s authorized representative who is trained and approved for installation supervision of units required for this Project.
- F. Source Limitations: Equipment units of each type specified in this section shall be supplied by a single manufacturer. This does not require that all equipment be manufactured by a single manufacturer but does require that the manufacturer of the system shall be responsible for the complete system.

1.8 WARRANTY

- A. Aerator Warranty: All equipment and workmanship shall be guaranteed to be free of defects in material and workmanship within the specified warranty period.

1. Warranty Period: Five (5) years from date of Substantial Completion.
2. Any such defects found within the warranty period shall be result in a repaired, replaced, or refunded unit by the manufacturer.

PART 2 – PRODUCTS

2.1 MANUFACTURERS SCOPE OF SUPPLY

A. The manufacturer shall supply all process equipment and design necessary to achieve the performance standards stated in section 1.5, this includes:

1. Aeration units
2. Air distribution piping arrangement and sizing from air supply header
 - i. All material **beginning at the edge of the basin** (water level) including air supply manifolds, control valves, hose barb connection, hose clamps, flexible weighted tubing, and complete weighted aeration unit assemblies.
3. All connections essential to proper installation, operation, and maintenance of aeration equipment.
4. Air supply blowers
5. System control panel
6. Shop drawings and process engineering design

B. Other non-process related equipment will NOT be provided by the manufacturer, items include but are not limited to:

1. Air supply piping
 - i. Adequately sized header pipes and lateral piping
 - ii. Manifold riser pipes with appropriately sized MNPT connection for manifolds

2.2 AERATION SYSTEM

A. Contractor shall supply a Triplepoint Ares Aeration System, or equivalent as approved by the Engineer. Equivalent system submittals must provide all information requested in this specification and ensure compatibility with existing infrastructure at the lagoon.

B. Design Responsibility:

1. Equipment manufacturer shall be responsible for determining the size and number of aeration units, air distribution piping arrangement and sizing from the air supply header, and other equipment required to provide the air flow rates required for the biological treatment and to assure proper mixing within the lagoon or basin.
2. Air Distribution System: Aeration System manufacturer shall provide an air distribution layout and the number of aeration assemblies required to:
3. Demonstrate uniform air delivery to all diffusers at design airflow in compliance with the air supply pressure requirement.

4. Demonstrate the oxygen transfer efficiency at standard conditions for the aeration assembly.
5. Demonstrate aeration assembly mixing capacity and the area of influence.
6. Demonstrate compliance with the air supply pressure requirement and provide baseline data for the increase in aeration assembly backpressure requirement.

C. AERATION UNITS:

1. SUMMARY

- iii. All Aeration Units shall be fine bubble diffusion on one portable platform.
- iv. All Aeration Units shall be self-weighted, containing their own ballast.
- v. All Aeration Units shall rest unfastened, directly on the basin floor.
- vi. All Aeration Units shall be retrievable from the surface of the lagoon.

2. BASE:

- i. Base shall be securely fastened and provide a ground contact footprint of at least 300 square inches.
- ii. Ballast material shall have a minimum specific gravity of 2.0. Means shall be provided of easily adding additional ballast to unit without removing unit from the water.
- iii. Overall submerged unit weight shall have a minimum specific gravity of 1.8 under maximum airflow conditions.
- iv. Manufacturer shall be responsible for ensuring compliance with minimum design densities.

3. FINE BUBBLE DIFFUSER:

- i. A series of fine bubble diffusers shall be mounted on the outside of the Ares hub. Diffuser size and quantity shall be based on the performance requirements of the aeration system.
- ii. Fine bubble diffusers shall be of EPDM or Silicone membrane type in tube style. No other fine bubble diffuser will be accepted.
- iii. Fine bubble diffusers shall be securely attached to unit at an elevation of 6" to 12" above the lagoon floor.
- iv. No threaded connections shall be allowed for attaching fine bubble diffusers to base unit.
- v. PVC or equivalent piping shall be used to supply air to each diffuser.

4. GENERAL AERATOR REQUIREMENTS:

- i. With the exception of integrated check-valves, no mechanical, moving parts shall be used.
- ii. Each diffuser shall have an integrated check-valve capable of preventing backflow of water into air distribution system.
- iii. All hardware shall contain locking features to minimize likelihood of inadvertent disassembly during shipping, handling, installation, and operation.

- iv. All screwed plumbing fittings that do not utilize a gasket shall use appropriate Teflon type joint sealant or equivalent to minimize leakage and loosening of parts over time.
 - v. A single 1" to 1-1/2" hose barb shall be integrated to aerator and used as an air inlet point. Flexible weighted tubing shall be attached to said hose barb by a stainless-steel hose clamp. This hose barb shall be integral with unit to reduce likelihood of breakage or failure should someone try to drag or lift unit by hose.
5. MATERIALS:
- i. All submerged hardware shall be of Type 304, 316 or better stainless steel.
 - ii. All non-submerged hardware shall be of Type 304 or better stainless steel.
 - iii. All removable fittings shall be of Type 304, 316 or better stainless steel.
 - iv. All ballast shall be of non-corrosive and non-toxic material or shall be permanently sealed within or coated with such material.
 - v. All other parts shall be of stainless steel, PVC, HDPE, GPP, EPDM or equivalent, non-corrosive, non-toxic, and non-degradable materials suitable for complete immersion in a typical wastewater environment.
6. REMOVAL:
- i. Means for easily removing and replacing aeration unit from above shall be provided including:
 - 1. A floating marker buoy shall be permanently attached to each unit by a stainless-steel or marine rope tether of proper length to float directly above the aeration unit.
 - 2. Tether shall be capable of lifting at least five times the weight (out of water) of the installed aeration unit.

C. FEEDER TUBING

- 1. Feeder tubing (flexible weighted tubing) used as the connection between the aeration unit and the header or lateral piping shall be low density, polyethylene or PVC tubing with self-contained ballast, color black, with 1 percent carbon black for ultra-violet stabilization. No tubing with external and/or intermittent ballast added will be accepted; the ballast must be integral to the tubing itself.
- 2. All polyethylene tubing shall conform to the requirements of ASTM D 1248.
- 3. Tubing length shall be of sufficient size to allow removal of the aeration unit from above for cleaning, maintenance, repair, or replacement.
- 4. Tubing inside diameter shall be 1.5" to minimize friction loss; smaller inside diameter tubing will not be accepted except for extremely low flow applications (≤ 10 scfm per unit).
- 5. Tubing shall be connected at both ends with Type 304 or 316 stainless steel hose clamps to stainless steel hose barbs.
 - i. In the case of systems designed with fixed, laterals that do not have the means for individually controlling airflow to each unit (such as a

control valve mounted on the shore), a single, custom orifice plate shall be supplied by the manufacturer for each aerator position. This orifice plate shall be installed when the aeration unit is set in place at each lateral take-off point. The orifice plate shall be installed upstream of the flexible weighted tubing, between the take-off saddle and the hose barb.

D. MANIFOLDS:

1. All feeder tubes shall extend from the shore to each aerator.
2. Stainless steel manifolds (supplied with aerators) mounted to the header piping along shore shall provide a means of airflow control and flow-balancing.
3. Each manifold shall consist of a number of welded ports (based on system layout).
4. Each port shall include a 1.5" I.D. stainless steel ball valve and hose barb for connection to each aeration diffuser airline.
5. Stainless steel hose clamps shall be used to attach the feeder tubing to the manifold.
6. Manifold sizing shall be determined by manufacturer based on system design.

E. Air Supply Blowers

1. Blower unit(s): 1 each, 2.55 brake horsepower positive displacement type for outdoor service; one for operation and (deductive alternative) one for standby
2. Blowers should be designed for 82 SCFM airflow at 5.61 PSIG.
3. Provide sound attenuating enclosures as required to meet the noise requirements. The enclosure shall be minimum 16-gauge steel or fiberglass and provide suitable protection for outdoor installation. The enclosure shall have hinged panels and removable panels to allow maintenance access including tensioner adjustment and oil change. Panels shall incorporate locking closures. At least one integral ventilation fan, sized to provide adequate cooling of the package, shall be provided (wiring of fan by Contractor).
4. Blowers shall have automatic belt tensioning: motor mounted on swing frame, spring supported, with visual indication of tension.
5. Provide inlet filter assemblies, filter restrictor gauges, inlet/discharge silencers, check valves, pressure relief valves, pressure gauges, temperature gauges/switches, flexible inlet and discharge piping couplers, etc. as required for a complete installation. Isolation butterfly valves shall be provided by the Contractor.
 - i. Provide spare parts and accessories set per blower, including two (2) spare intake filters, two (2) V-belt sets and two (2) quarts of oil.
6. Provide galvanized intake hood with bird screen.
7. Blower isolation butterfly valves shall be supplied as part of the metal piping discharge manifold.

8. Acceptable manufacturers: Gardner Denver or Kaeser Compressors (or approved equal).

F. System Control Panel

1. The MANUFACTURER will supply a control panel to control the blowers.
2. In cases where the control panel will be mounted outside, it shall be enclosed in an outdoor rated NEMA weatherproof enclosure
3. The panel shall be delivered completely assembled, pre-wired, tested and ready for installation.
4. The control panel shall have sufficiently sized motor starters for the blowers along with starters for the blower enclosure fans. The enclosure fans shall have a 15 min off delay after the blower is switched off to allow for enclosure cooling.
5. The control panel will include a blower operating hour counter.
6. Per 2.1.E.1 the panel must be capable of controlling a 2nd blower as a deductive alternative if a standby (2nd) blower is allowed.

2.2 SOURCE QUALITY CONTROL

- A. Adequate testing and inspection of the factory assembled equipment shall be the responsibility of the manufacturer prior to shipment. Upon satisfactory completion of testing, the units will be disassembled into subcomponent assemblies for shipment and installation. At the manufacturer's option, the units may also be shipped to the site as complete units, providing said units can be installed as a complete assembly.

B. Testing and Inspection Types

1. General Appearance – All units for all order sizes shall be 100% visually inspected after general assembly for missing or damaged parts and finish.
2. Connections – Plumbing and hardware connections shall be tested for tightness.
3. Levelness – Fine bubble diffusers and/or arms shall be tested to ensure all aerators are horizontal, level, and on the same plane.
4. Base – Base and/or assembled unit shall be weighed for sufficient ballast.

C. Defects

1. Major defects shall be considered any defect which would materially affect the intended life, use, or performance of the installed unit. These include, but are not limited to: missing parts, unglued PVC joints, severely damaged pipe fitting threads, fine bubble diffusers out of level by more than 3/16" between any 2 consecutive diffusers or 3/4" over any 2 diffusers, insufficiently weighted ballast, significant pressure loss (greater than 1 psi over 60 seconds).
2. Minor defects shall be considered all other defects that would not materially affect the intended life, use, or performance of the installed unit. These include but are not limited to: scratches in the finish, bare patches in the paint, minor variation in fine bubble diffuser levelness, minor pressure loss (less than 1 psi over 60 seconds), etc.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine lagoon or basin areas and conditions, with Installer present, for compliance with requirements for the installation of the aeration system and other conditions affecting performance of the Work. Examine aeration system components before installation. Reject components that are damaged. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. CONTRACTOR shall install and adjust equipment in accordance with the Drawings, approved shop drawings, and the manufacturer's instructions. Do not operate the equipment until the installation is approved by the manufacturer's representative.
- B. Prior to connecting the aeration units to the feeder tubes, CONTRACTOR shall clean all piping, headers, and accessories through which air is delivered, so that all dust, dirt, oil, grease, or other foreign material will be effectively removed from contact with the air being blown through the diffusers. This cleaning shall be done with clean water at a velocity of 2 to 3 feet per second.
- C. CONTRACTOR shall check installation prior to start-up for conformance to manufacturer's instructions. Adjust or modify equipment to ensure proper operation.

3.3 FIELD QUALITY CONTROL

A. TESTS AND INSPECTIONS:

- 1. General: After the installation of aeration equipment in one basin is complete and the installation is certified by the equipment manufacturer, field acceptance tests shall be conducted. The test procedures shall be generally as specified herein; specific written test procedures shall be submitted by the CONTRACTOR for review and approval by the ENGINEER. The field acceptance tests shall be conducted by the CONTRACTOR under the direct supervision of the equipment manufacturer.
 - 2. After the air distribution system is flushed, it shall be pressure tested by the CONTRACTOR to 20psi for one minute to ensure no leakage is present.
 - 3. Level Test: The basins shall be flooded with clear water to the tops of the diffusers. The level of the diffusers shall then be checked to ensure that they are at the same elevation, within +/- 3 inches.
 - 4. Air Leakage: the aeration system shall be turned on and the header pipe shall be observed for leakage. All leaking joints shall be repaired or replaced.
- B. TEST RESULTS: If the equipment fails a field acceptance test, repairs, revisions or replacement of equipment shall be made as deemed necessary by the ENGINEER.
 - C. Prepare test and inspection reports.

2.6 MANUFACTURERS' CERTIFICATE

- A. Provide equipment manufacturer's Certificate of Installation stating that the equipment is installed per the manufacturer's recommendations and in accordance with the Drawings and Specifications.

- B. Provide equipment manufacturer's Certificate of Performance stating that the equipment meets or exceeds the performance requirements as defined hereinbefore.

2.7 MANUFACTURER'S SERVICES

- A. Manufacturer's Representative: Present at Project site or classroom designated by OWNER, for minimum person-days listed below, in one trip, travel time excluded:

| No. Person Days | Work Description |
|-----------------|---|
| 1 | Installation assistance and inspection. |
| 1/2 | Functional and performance testing. |
| 1/4 | Facility startup. |
| 1/4 | Post-startup training of OWNER'S personnel. |

- B. Services Provided:

- 1. Approve installation before operation.
- 2. Furnish start up services.
 - i. Furnish test forms, and procedures for field testing.
 - ii. Inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- 3. Furnish training of OWNER'S personnel at such times requested by OWNER.
- 4. Revisit job site within 14 calendar days of startup, if necessary, to correct any additional manufacturing defects to satisfaction of ENGINEER.

2.8 FACILITY STARTUP

- A. After initial startup under the supervision of a qualified representative of the manufacturer, a preliminary "running-in" period will be provided for the MANUFACTURER, per the Contract Documents, to make field tests and necessary adjustments.
- B. Contractor shall place each piece of equipment in the system in operation until the entire system is functioning. All components shall continue to operate without alarms or shut downs, except as intended, for five (5) consecutive days to be considered started up.
- C. Operator shall operate the equipment through the design performance range consistent with available flows. Adjust, balance, and calibrate and verify that the equipment, safety devices, controls, and process system operate within the design conditions. Each safety device shall be tested for proper setting and signal.

- Response shall be checked for each equipment item and alarm. Simulation signals may be used to check equipment and alarm responses.
- D. Prepare manufacturer's installation report and submit within 30 days after completion of field testing. Including the following information:
1. Field testing results.
 2. Descriptions of installation deficiencies not resolved to the manufacturer's satisfaction.
 3. Description of problems or potential problems.
 4. Names of the OWNER'S personnel who attended operations and maintenance training sessions.
 5. Record copy of materials used for training session including outlined summary of course.
 6. Manufacturer's Certificate of Installation and Certificate of Performance.
- E. At the end of the specified period of operation, the aeration system will be accepted if, in the opinion of the ENGINEER, the system has operated satisfactorily.

END OF SECTION

PLANS

COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

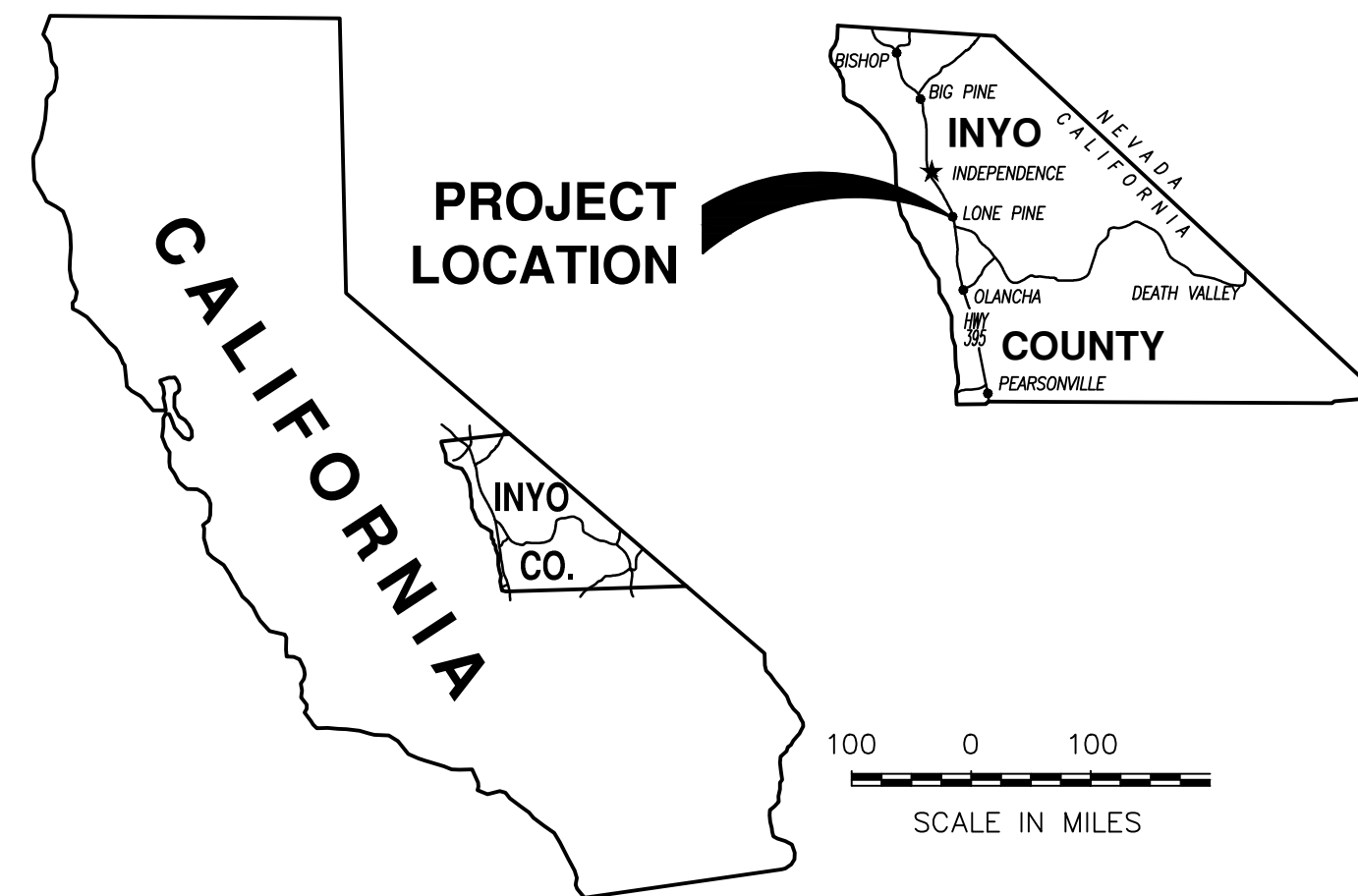
TECOPA SEWER LAGOON AERATOR PROJECT

PROJECT NUMBER RR 18-069
 TO BE SUPPLEMENTED BY THE INYO COUNTY STANDARD
 PLANS & SPECIFICATIONS (INCLUDING ALL ISSUED
 AMENDMENTS) DATED 2015

SHEET INDEX

- T1 Title Sheet
- C1 General Notes
- C2 Overall Site Plan
- C3 Enlarged Site Plan
- C4 Details and Sections
- C5 Monitoring wells

LOCATION MAP



Michael Errante
 DIRECTOR OF PUBLIC WORKS
 2/08/2022
 APPROVAL DATE



| | | | |
|---|----------------|---|---|
| Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201 | | TECOPA SEWER LAGOON AERATOR PROJECT | |
| Date: 1-10-2022 | T1 TITLE SHEET | | |
| Project Engineer: M. ERRANTE | | Checked By: Date: M. ERRANTE 1-10-2022 | Drawing Name: SHEET <u>1</u> OF <u>6</u> |

FOR REDUCED PLANS
 ORIGINAL SCALE IS IN INCHES

Revised By: _____
 Date: _____



- 1) ARES 750T AERATORS
- 2) WEIGHTED AIR LINE (Assume 400 LF)
- 3) BLOWER
- 4) ELECTRICAL CONDUIT
- 5) METER PEDESTAL
- 6) MONITORING WELLS
- 7) CHAIN LINK FENCE
- 8) DIRT ROAD

Scale: 1" = 80'

| | | | |
|--|----------------------------|--|--|
| Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201 | | TECOPA SEWER LAGOON AERATOR PROJECT | |
| Date: | C2 OVERALL SITE PLAN | | |
| Drawing Name: | SHEET <u>3</u> OF <u>6</u> | | |

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

| | | | | | | | | | |
|-------------|--|--|--|--|--|--|--|--|--|
| Revised By: | | | | | | | | | |
| Date: | | | | | | | | | |

Project Engineer:
M. ERRANTE

Checked By: M. ERRANTE
Date: 1-10-2022

Designed by:
GWATERS

Drawn by: GREG WATERS
Date: 1-10-2022

- 1) ARES 750T AERATORS (PROPOSED)
- 2) WEIGHTED AIR LINE (PROPOSED)
- 3) 5 HP 240 V BLOWER (PROPOSED)
- 4) ELECTRICAL CONDUIT (PROPOSED)
- 5) METER PEDESTAL (PROPOSED)
- 6) MONITORING WELLS (PROPOSED)
- 7) CHAIN LINK FENCE (EXISTING)
- 8) DIRT ROAD (EXISTING)
- 9) WATER LINE

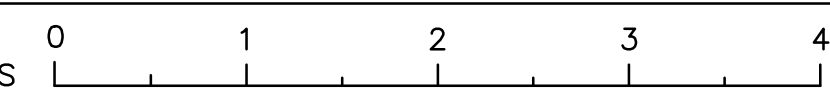
NOTE:
Weighted air lines and manifold are installed on grade

Scale: 1" = 30'

| | | | |
|--|--|--|--|
| Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201 | | TECOPA SEWER LAGOON AERATOR PROJECT | |
| Date: | | C3 Enlarged Site Plan | |
| Drawing Name: | | SHEET <u>4</u> OF <u>6</u> | |



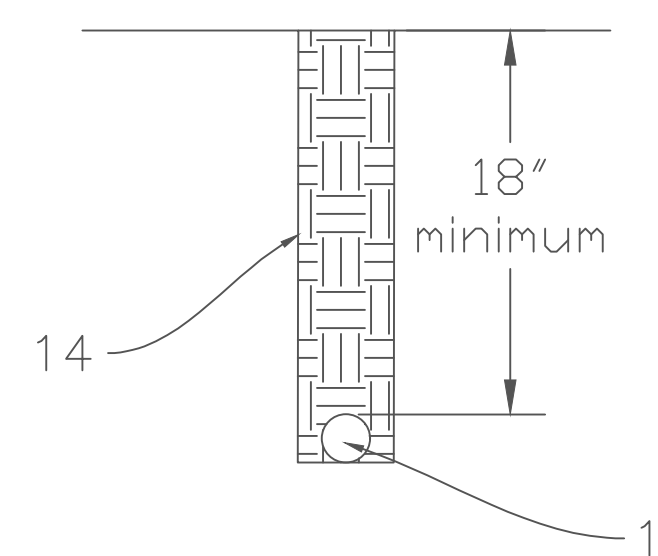
FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES



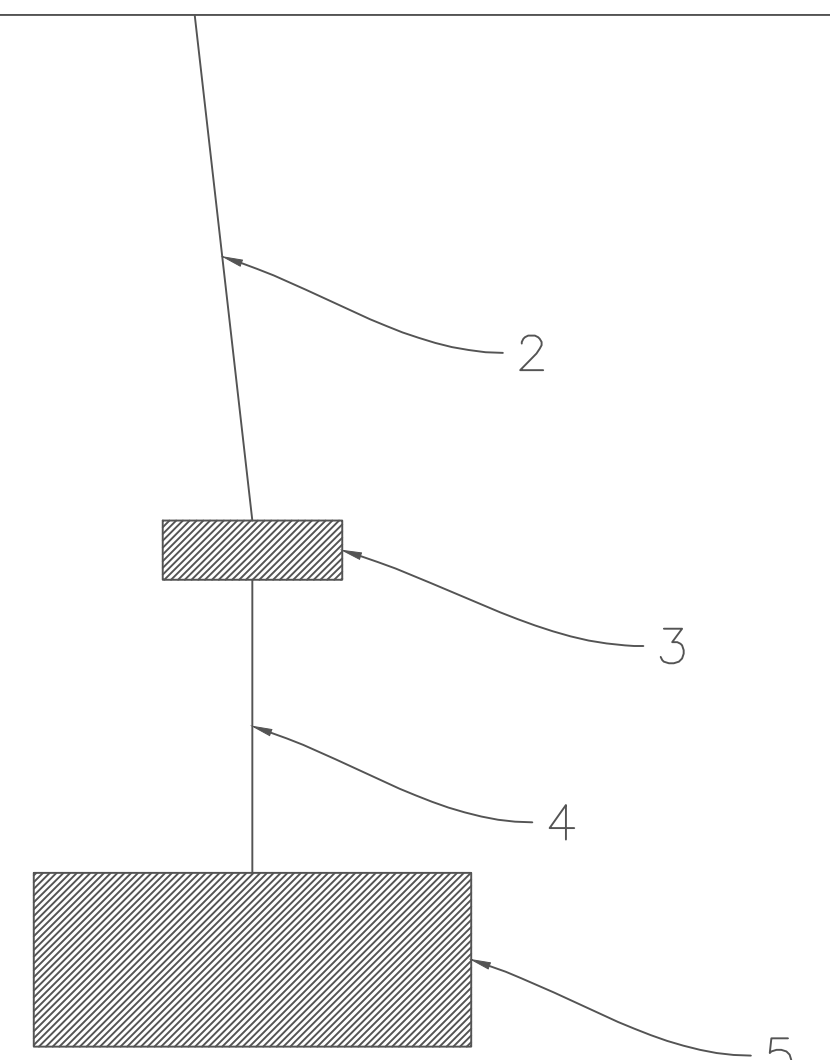
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| Revised By: | | | | | | | | | |
| Date: | | | | | | | | | |

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|-------------------|------------|-------------|------------|-------|-----------|
| Project Engineer: | M. ERRANTE | Checked By: | M. ERRANTE | Date: | 1-10-2022 |
|-------------------|------------|-------------|------------|-------|-----------|

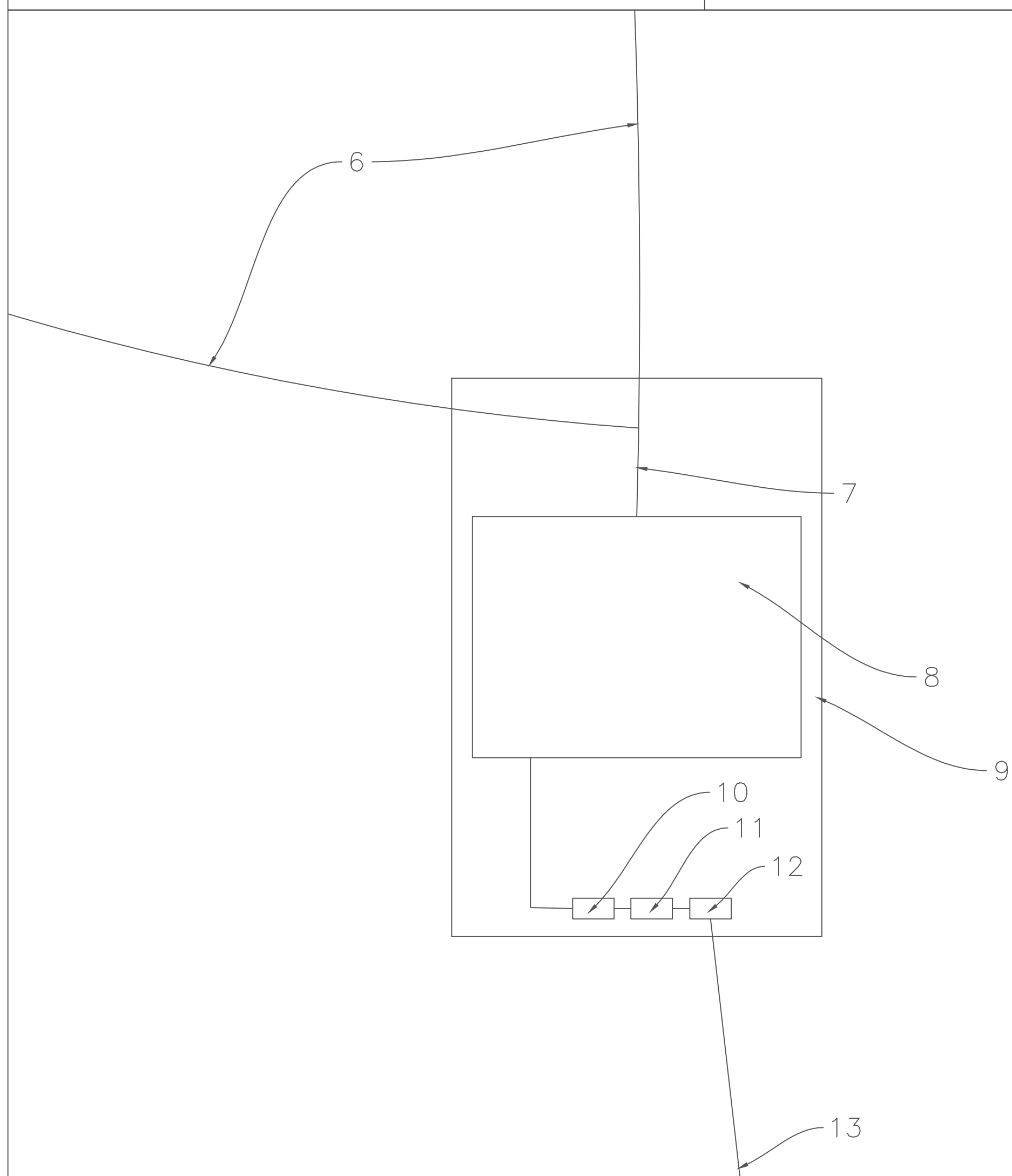
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| Designed by: | GWATERS | Drawn by: | GREG WATERS | Date: | 1-10-2022 |
|--------------|---------|-----------|-------------|-------|-----------|



Electrical Conduit
Trench Section



Electrical Connection
To Existing



Electrical Connection
To Blower
(Schematic Design)

Notes:

- 1) Schedule 40 PVC electrical conduit (proposed)
- 2) Subgrade subfeed from meter pedestal to blower subpanel (proposed)
- 3) 50 AMP meter pedestal (proposed)
- 4) Subgrade subfeed from 400 AMP panel to meter pedestal
- 5) 400 AMP power panel (existing)
- 6) Weighted air line to aerators
- 7) Manifold
- 8) Blower assembly
- 9) Concrete pad
- 10) Blower control panel
- 11) Blower disconnect
- 12) Blower subpanel with 120V GFCI outlet for service
- 13) Subfeed from meter pedestal to blower subpanel
- 14) Use native material for backfill, except at road crossing. At road crossing use 1 sack slurry from bottom of conduit to 3" below road surface, or lower top of conduit to 36" in this area.

| | | | |
|--|--|-------------------------------------|--|
| Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201 | | TECOPA SEWER LAGOON AERATOR PROJECT | |
| Date: | | C4 Details and Sections | |
| Drawing Name: | | SHEET <u>5</u> OF <u>6</u> | |

2.0 Monitoring Well Installation

2.1 Monitoring Well Location

Three (3) shallow monitoring wells will be installed up-gradient and down-gradient of the sewage lagoon for the purpose of monitoring for potential nitrate generation due to the installation of the aeration system. The approximate location of the monitoring wells are shown in Figure 2. The exact location will be determined in the field, with some minor changes possible due to field conditions. The final locations of the wells will be surveyed by the County Engineer following completion.

2.2 Monitoring Well Installation and Construction

The three (3) shallow monitoring wells will be installed per guidance provided by the USDA NRCS's 'Installing Monitoring Wells in Soils' (See Attachment 1). Depth's are expected to be 10 feet or less, with the downstream wells likely being less than 5 feet deep. The wells will be constructed as recommended for wetland regulatory studies per Section 3.2 of Attachment 1, and as shown in Figure 3.

The well will be drilled with a hand-held auger and will advance at least 1-foot into the water bearing unit, unless field conditions do not allow.

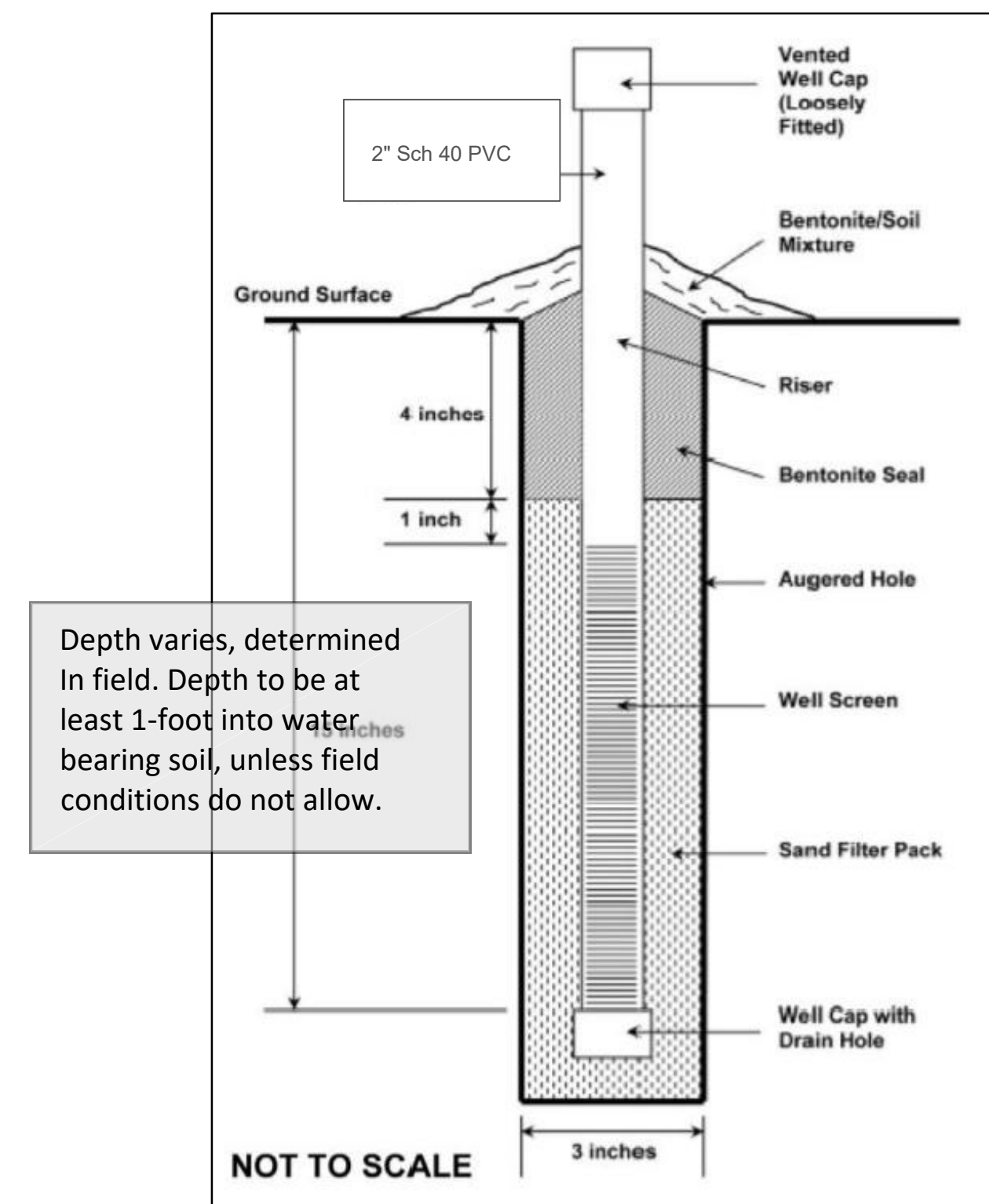


Figure 3 – Well installation detail, modified from the USDA NRCS's 'Installing Monitoring Wells in Soils' (See Attachment 1).

Well construction materials are to be as recommended in Attachment 2 and as summarized below:

- Well stock – 2-inch diameter Schedule 40 PVC, with 0.01-inch wide slots in the well screen portion. Riser to extend approximately 1-foot above ground surface.
- Filter pack to be clean silica sand that passes a 20-mesh screen and is retained by a 40-mesh screen.
- Bentonite seal to be sloped downward from riser to prevent pooling of surface water

| | | | |
|--|---------------------------|--|----------------------------|
| Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201 | | TECOPA SEWER LAGOON AERATOR PROJECT | |
| Date: | | C5 MONITORING WELLS | |
| Project Engineer: M. ERRANTE | Checked By: M. ERRANTE | Date: 1-10-2022 | Designed by: GWATERS |
| Drawn by: GREG WATERS | Date: 1-5-2022 | Drawing Name: | SHEET <u>6</u> OF <u>6</u> |

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

Revised By: _____
Date: _____



County of Inyo



Public Works - Parks & Recreation

CONSENT - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Michael Errante

SUBJECT: Authorization to create blanket purchase order for Ventek International

RECOMMENDED ACTION:

Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$20,000, payable to Ventek International of Petaluma, CA for supplies and connectivity upgrade for the Campground Pay Stations.

SUMMARY/JUSTIFICATION:

The Parks and Recreation department utilizes six pay stations for the county campgrounds. These machines accept cash and credit cards for camping fees. The department has currently spent \$9780.76 this fiscal year 2021/2022, for annual fees and supplies such as replacement batteries and printers. Additional funds are needed for recent required 5G upgrade for the connectivity of the machines and any equipment that may need to be replaced.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the amount of the purchase order. In the event that the blanket purchase order is not approved, the procedure of preparing a purchase order for the individual purchase would be used. The effect of this, however, may increase the down time of the pay stations.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funds are available in the Parks and Recreation budget 076998 for the 2021/2022 fiscal year.

ATTACHMENTS:

APPROVALS:

Teresa Elliott
Darcy Ellis

Created/Initiated - 1/31/2022
Approved - 1/31/2022

Teresa Elliott
Breanne Nelums
Amy Shepherd
Michael Errante

Approved - 1/31/2022
Approved - 1/31/2022
Approved - 1/31/2022
Final Approval - 2/1/2022



County of Inyo



Public Works - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Cap Aubrey

SUBJECT: Authorization for payment for prior-year invoice

RECOMMENDED ACTION:

Request Board authorize payment to Clean Earth of Rancho Cordova, CA (formerly SteriCycle) for prior-year invoices in the amount of \$24,149.55 for removal of Household Hazardous Waste Material at the Bishop, Independence, and Lone Pine Landfills.

SUMMARY/JUSTIFICATION:

On November 20, 2018, Inyo County entered into a three-year contract with Stericycle (bought out by Clean Earth) for the removal of Household Hazardous Waste from the landfills. The latest pickup occurred on April 14, 2021. The department did not receive an invoice from the vendor until January 2022, after the contract term had ended. Attempts were made with the vendor to provide an invoice, but the invoice was not provided in a timely manner.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to pay Clean Earth (Stericycle), however, that is not recommended due to the services have already been provided.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is available funding in the Solid Waste budget 045700, Professional Services 5265.

ATTACHMENTS:

APPROVALS:

Teresa Elliott
Darcy Ellis
Teresa Elliott
Breanne Nelums
John Vallejo
Amy Shepherd
Michael Errante

Created/Initiated - 1/25/2022
Approved - 1/26/2022
Approved - 1/26/2022
Approved - 1/27/2022
Approved - 1/27/2022
Approved - 1/31/2022
Final Approval - 2/1/2022



County of Inyo



Public Works - Road Department

CONSENT - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Shannon Platt

SUBJECT: Road Department request to purchase a new service/shop truck

RECOMMENDED ACTION:

Request Board authorize issuance of a purchase order in an amount not to exceed \$184,363.60, payable to PB Loader Corporation of Fresno, CA for one (1) new Dodge 550 truck with heavy duty service body.

SUMMARY/JUSTIFICATION:

The Road Department has identified the need to replace one of its two aging shop/service trucks. The current trucks, bought in 1999, have served well but are nearing the end of their reliability and cause concern when asked to take them many hours away into the desert environment.

The Road Department is utilizing Sourcwell, a cooperative purchasing program that provides nationally leveraged discount pricing through the PB Loader Corporation of Fresno, CA (Sourcwell Contract # 080521-PBL). The pricing offered by Sourcwell through the PB Loader Corporation provides the County with a savings of approximately \$16,900.00 off the list price, which makes it highly competitive against comparable products offered on the market. Pursuant to Inyo County Purchasing Manual Section iii(B)(5), the Road Department may purchase this equipment via Sourcwell / PB Loader Corporation without soliciting bids.

The Road Department is recommending your Board authorize the purchase of one (1) new Dodge 550 truck with heavy duty service body from PB Loader, to be delivered to the Road Department shop in Independence. The total expense, including delivery and taxes, is not to exceed \$184,363.60.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase. This is not recommended as the current Road Department fleet is aging and questions arise as to its reliability in driving hours away from any services.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING:

The funding for the shop/service truck has been approved in the FY 21/22 Road Department Budget, 034600, Object code 5655, Vehicles.

ATTACHMENTS:

1. Service Truck Quote

APPROVALS:

| | |
|-----------------|-------------------------------|
| Shannon Platt | Created/Initiated - 1/31/2022 |
| Darcy Ellis | Approved - 1/31/2022 |
| Breanne Nelums | Approved - 1/31/2022 |
| John Vallejo | Approved - 1/31/2022 |
| Amy Shepherd | Approved - 1/31/2022 |
| Michael Errante | Final Approval - 2/1/2022 |



**QUOTATION
NO. 11233R**

**INYO COUNTY
SOURCEWELL MEMBER ID NO. 4507**

DATE: 1/31/2022
TERMS: NET 30
F.O.B: FRESNO
MFG PRODUCT: SEE BELOW
INSTALL: SEE BELOW

| QTY | PART NO. | DESCRIPTION | PRICE | EXTENSION |
|--|----------|---|----------------------------|--------------|
| | | PB LOADER CONTRACT NO. 080521-PBL SOURCEWELL CONTRACT - DISCOUNTED PRICES | | |
| | | CRANE BODY & ACCESSORIES | | |
| 1 | PBLSB-40 | PB LOADER HEAVY DUTY 131"L X 46"H DUAL-WHEEL CRANE BODY, 4,000LB CRANE RATING, THREE (3) VERTICAL COMPARTMENTS, ONE (1) HORIZONTAL COMPARTMENT, MASTERLOCKING, 4,000LB. CRANE W/ MANUAL OUTRIGGER & 16.5"-27.5" ADJUSTABLE BOOM REST, 12" REAR STEP BUMPER, 25-TON COMBO PINTLE/BALL W/ RECEIVER ADAPTER, 7-WIRE ROUND PIN TRAILER SOCKET, ALUMINUM GRAVEL GUARDS, HEADACHE RACK, NON-SKID SURFACE ON CARGO AREA, INNER TAILGATE, & REAR BUMPER, SIX (6) TIE DOWNS IN CARGO AREA, FUEL FILL CUTOUT, AIR HOSE CUTOUT, FOUR (4) 5" WORK LIGHTS, COMPARTMENT LIGHTING, LED TAILLIGHTS, INSTALLATION, PAINT WHITE. | | \$69,903.00 |
| 1 | 5396-00 | HOSE REEL - 3/4" X 50' FOR AIR HAMMER | \$1,114.00 | \$1,114.00 |
| 1 | | MARKET PRICE ITEMS ADD TO UPGRADE ABOVE BODY (PBLSB-40 ONLY) TO: - READING RM-45 11FT. CRANE BODY - 44"H SIDE PACKS - 50.25"W CARGO AREA - 29.3"W x 44"H 22"D 1ST VERTICAL COMPARTMENT - 27.4"W x 44"H x 22"D 2ND VERTICAL COMPARTMENT - 47"W x 22.3"H x 22"D HORIZONTAL COMPARTMENT - 27.8"W x 44"H x 22"D REAR COMPARTMENT - NON-SKID LINER ON CARGO AREA, COMPARTMENT TOPS, AND BUMPER - O/A TANK BRACKETS, HOOK HANGERS, AND 25FT. HOSE REEL IN 1ST VERTICAL COMPARTMENT - DRAWER UNITS IN DRIVER SIDE 1ST AND 2ND VERTICAL COMPARTMENTS: BOTH TO BE FIVE (5) 3"D, THREE (3) 5"D, AND ONE (1) 7"D - 25" WORKBENCH BUMP WITH THROUGH COMPARTMENT, 2" RECEIVER, AND 7-WAY FLAT-PIN TRAILER SOCKET - 4" VISE WITH REMOVABLE VISE MOUNT ON BUMPER - GRAB HANDLES ON BOTH SIDES OF REAR OF BODY - 30-GAL. EVAC TANK WITH PUMP MOUNTED IN CARGO AREA, CONTROL PANEL MOUNTED IN PASSENGER SIDE 2ND VERTICAL COMPARTMENT - PALFINGER PSC 6025H 6,000LB. HYDRAULIC CRANE WITH BOOM REST AND MANUAL OUTRIGGERS - 50FT POWER CORD REEL - GAS-POWERED AIR COMPRESSOR COMPATIBLE WITH 1" IMPACT GUN, MOUNTED ON TOP OF SIDE PACK WITH HOSE REEL MOUNTED IN REAR COMPARTMENT - MILLER TRAILBLAZER 325 WELDER WITH GFCI OUTLET - LED LEGAL LIGHTS - INSTALLATION | | \$34,844.00 |
| 1 | | MARKET PRICE CHASSIS 2022 RAM 550 REG CAB 4X4 CHASSIS, 6.7L I6 CUMMINS TURBO DIESEL ENGINE, 6-SPD AISIN AS69RC HD TRANSMISSION, WHITE PAINT. | | \$63,850.00 |
| | | | TOTAL: | \$169,711.00 |
| | | | 7.75% SALES TAX: | \$13,152.60 |
| | | | FREIGHT: | \$1,500.00 |
| | | | TOTAL WITH FREIGHT: | \$184,363.60 |
| NOTES: | | | | |
| 1. LEAD TIME FOR BODY PRODUCTION IS 120 DAYS, WITH AN ADDITIONAL 120-150 DAYS TO INSTALL AFTER RECEIPT OF CHASSIS AND BODY. | | | | |
| 2. PB LOADER REQUIRES A 84" CAB TO AXLE. REQUIREMENT MUST BE MUTUALLY AGREED UPON WITH PB LOADER PRIOR TO ORDERING THE CHASSIS. PB LOADER WILL NOT BE RESPONSIBLE FOR FRAME CHANGES DUE TO INSUFFICIENT CHASSIS FRAME SPACE. | | | | |
| 3. LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER | | | | |
| 4. DELIVERY DATE FOR CHASSIS TO PB LOADER MUST BE MUTUALLY AGREED UPON | | | | |
| 5. FREIGHT INCLUDES DELIVERY TO INYO COUNTY ROADS DEPT IN INDEPENDENCE, CALIFORNIA. | | | | |
| Delivery times are approximate. | | | | |



County of Inyo



Public Works - Road Department

CONSENT - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Shannon Platt

SUBJECT: Road Department request to purchase a John Deere Grader

RECOMMENDED ACTION:

Request Board authorize issuance of a purchase order in an amount not to exceed \$371,418.50, payable to Coastline Equipment Company of Las Vegas, NV for one (1) new John Deere 672G Road Grader.

SUMMARY/JUSTIFICATION:

The Road Department is continuing its efforts to bring its fleet into compliance with EPA and California Air Resource Board (CARB) laws and requirements. Non-compliant and aging equipment in the fleet will continue to become more obsolete as the operable hours and mileage become limited by law. The need for a new road grader for maintenance operations has been identified as part of the continuing effort to replace aging and outdated equipment within the fleet. The new John Deere 672G Grader will be replacing a 1972 Cat Grader that has recently been diagnosed as too costly to repair. The new grader will meet all CARB Tier 4 emission laws and requirements.

The Road Department is utilizing Sourcewell, a cooperative purchasing program that provides nationally leveraged pricing through John Deere (Sourcewell Contract #032119 JDC). Coastline Equipment has been authorized by John Deere to sell this contract directly. The discount offered through Sourcewell provides the County with a savings of over \$110,000.00 from the list price, which makes it highly competitive against comparable products offered on the market. Pursuant to Inyo County Purchasing Manual Section III(B)(5), the Road Department may purchase this equipment via Sourcewell / Coastline Equipment without soliciting bids.

The Road Department is recommending your Board authorize the purchase of one (1) new John Deere 672G Grader from Coastline Equipment Company of Las Vegas, Nevada, to be delivered to the Road Department shop in Independence. The total expense, including delivery and taxes, is not to exceed \$ 371,418.50.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase. This is not recommended, as the current Road Department fleet is aging and each year more of it is put under usage restrictions due to CARB regulations. These usage restrictions are having an adverse impact on road operations.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING:

The funding for the grader has been approved in the FY 21/22 Road Department Budget, 034600, Object Code 5650, Equipment.

ATTACHMENTS:

1. Grader Quote

APPROVALS:

| | |
|-----------------|------------------------------|
| Shannon Platt | Created/Initiated - 2/8/2022 |
| Darcy Ellis | Approved - 2/8/2022 |
| Breanne Nelums | Approved - 2/8/2022 |
| Sally Faircloth | Approved - 2/8/2022 |
| John Vallejo | Approved - 2/8/2022 |
| Amy Shepherd | Approved - 2/9/2022 |
| Michael Errante | Final Approval - 2/9/2022 |

Quote Id: 25701585

01 December 2021

INYO COUNTY ROAD DEPARTMENT
750 S CLAY ST
INDEPENDENCE, CA 93526

Shannon,

Please review the sourcewell quote for a new 672G grader. The sourcewell contract number is 032119 JDC. The machine is set up just like the machine purchased in early 2021. Current lead time for delivery will be 120 days minimum from date of order. Price quoted includes delivery and transport fees to Independence, CA

There's an 84 month/ 6000 hour powertrain and hydraulics extended warranty on the quote. The last machine had comprehensive warranty which includes a \$200 deductible but covers a few more electrical sensors and items. When the last machine was purchased, there was a promotion covering the difference of these two warranties.

We've had some price increases this year due to material costs, so this quote is quite a bit higher than the machine purchased in March 21. Please let me know if you have any questions.

Thanks,

JESSE NELSON
702-399-2700
Coastline Equipment Company

Quote Summary

Prepared For:
 INYO COUNTY ROAD DEPARTMENT
 750 S CLAY ST
 INDEPENDENCE, CA 93526
 Business: 760-878-0281

Prepared By:
 JESSE NELSON
 Coastline Equipment Company
 3540 N 5th Street
 N Las Vegas, NV 89032
 Phone: 702-399-2700
 jesse.nelson@coastlineequipment.com

Quote Id: 25701585
Created On: 01 December 2021

Expiration Date: 28 February 2022

| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|---|-----------------------|----------------------|------------|----------------------|
| JOHN DEERE 672G MOTOR GRADER with 6WD | \$ 568,261.00 | \$ 330,703.94 X | 1 = | \$ 330,703.94 |
| John Deere Extended Warranty-84month/6000hr 84 month/ 6000 hr, 6000Total Hours or 84Total Months, \$ 0.00 Deductible | | \$ 14,000.00 X | 1 = | \$ 14,000.00 |
| Sub Total | | | | \$ 344,703.94 |
| Equipment Total | | | | \$ 344,703.94 |

| Quote Summary | |
|----------------------|----------------------|
| Equipment Total | \$ 344,703.94 |
| SubTotal | \$ 344,703.94 |
| Sales Tax - (7.75%) | \$ 26,714.56 |
| Total | \$ 371,418.50 |
| Balance Due | \$ 371,418.50 |

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 25701585

Customer: INYO COUNTY ROAD DEPARTMENT

JOHN DEERE 672G MOTOR GRADER with 6WD

Hours:
Suggested List
Stock Number:
\$ 568,261.00

| Code | Description | Qty |
|------------------------------------|--|-----|
| 8450T | 672G MOTOR GRADER with 6WD | 1 |
| Standard Options - Per Unit | | |
| 170K | JDLINK™ | 1 |
| 1020 | Armrest Fingertip Controls | 1 |
| 1140 | John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions | 1 |
| 1240 | Dual 100 Amp Alternators (200 Amp total) | 1 |
| 1310 | Quick Service Group | 1 |
| 1420 | Severe Duty Fuel & Water Filtration System | 1 |
| 1610 | Hydraulic Pump Disconnect | 1 |
| 1830 | Engine Exhaust W/ Flat Black Stack (FT4 or Stage V only) | 1 |
| 1910 | Blade Impact Absorption System | 1 |
| 2080 | 14 Ft. x 27 In. x 1 In. (4.27M x 686mm x 25mm) w/ 8 In. x 3/4 In. (203 x 19mm) Cutting Edge & 3/4 in. (19mm) Hardware | 1 |
| 2575 | No Grade Control Base Kit Installed | 1 |
| 2605 | English Manual W/ English Labels & Decals | 1 |
| 2775 | No Topcon 3D GPS Grade Control System installed | 1 |
| 2840 | Heavy Duty Dual Input Gearbox with Slip Clutch | 1 |
| 4416 | Michelin XGLA2 | 1 |
| 5070 | Grade Pro Low Cab w/ Fixed Lower Front and Side Opening Windows, Laminated Glass | 1 |
| 5510 | Autoshift Transmission | 1 |
| 5710 | Transmission Solenoid Valve Guard | 1 |
| 5830 | Hydrau XR | 1 |
| 6010 | Powered Cab Air Precleaner | 1 |
| 6140 | Grade Pro Premium Heated, Leather/ Fabric, High-Wide Back Air Suspension Seat | 1 |

Selling Equipment

Quote Id: 25701585

Customer: INYO COUNTY ROAD DEPARTMENT

| | | |
|-------------|---|---|
| 6585 | Grade Pro Controls w/1 Front Auxiliary Function AND 1 Rear Auxiliary Function | 1 |
| 6650 | Grade Pro Controls - Left Side | 1 |
| 6710 | Front Push Block | 1 |
| 6810 | Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin | 1 |
| 7160 | Deluxe Grading Lights (18 Halogen Lights) | 1 |
| 7820 | No Front Fenders | 1 |
| 8120 | 24-to-12 Volt Converter (30 amps peak / 25 amps continuous) | 1 |
| 8220 | Heated Exterior Mounted Rearview Mirrors | 1 |
| 8310 | Lower Front Intermittent Wiper & Washer | 1 |
| 8415 | Premium AM/FM Radio with Bluetooth, Aux and Weather Band (WB). | 1 |
| 8510 | Air Conditioner Refrigerant Charged | 1 |
| 8720 | No Sound Absorption Package | 1 |
| 8830 | Rear Camera (R4) | 1 |
| 9130 | Rear Retractable Sun Shade | 1 |
| 9210 | Decelerator | 1 |
| 9220 | 5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher | 1 |
| 9225 | BLADE FLIP | 1 |
| 9273 | Right Side Engine Compartment Work Light | 1 |
| 9280 | Slow Moving Vehicle (SMV) Sign | 1 |
| 9299 | Beacon with Flip Down Cab Beacon Bracket (LH) | 1 |
| 9360 | Engine Block Heater | 1 |
| 9370 | Ether Starting Aid | 1 |
| 9380 | Heavy Duty Air Cleaner - 9.0L 14 in | 1 |
| 9430 | (9) Extra Scarifier Shanks w/Teeth For Rear Ripper/Scarifier | 1 |
| 9450 | Reversible Overlay End Bits | 1 |
| Delivery | Machine delivery and training/set-up | 1 |
| SW discount | Sourcewell Discount 33% off MDP | 1 |

Service Agreements

John Deere Extended Warranty -
84month/6000hr



Extended Warranty Proposal

JOHN DEERE 672G MOTOR GRADER with 6WD

Date : February 7, 2022

| Machine/Use Information | | Plan Description | | Price | |
|-------------------------|------------|------------------|-------------------------|------------|--------------|
| Manufacturer | JOHN DEERE | Application | Powertrain & Hydraulics | Deductible | \$ 0.00 |
| Equipment Type | 672GXT | Coverage | 84 month/ 6000 hr List | | \$ 14,000.00 |
| Model | 672GXT | Total Months | 84 | | |
| Country | | Total Hours | 6000 | | |

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the Extended Warranty

I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



County of Inyo



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Clerk of the Board

SUBJECT: Letter of Support for John Muir Trail Project Grant Application

RECOMMENDED ACTION:

Request Board approve a letter of support for the JMT Wilderness Conservancy's application for a Prop 1 Restoration Program Grant Application.

SUMMARY/JUSTIFICATION:

The JMT Conservancy is preparing to submit a grant to the California Department of Fish and Wildlife under the Proposition 1 Restoration Program. The conservancy will use the funding for the "John Muir Wilderness Restoration Project," which will include three years of restoration work on the trails, durable crossings and bridges, and surrounding degraded meadows and terrain on two John Muir Trail feeder trails from the East Side: Italy and McGee Pass trails. The JMT Conservancy plans to use this project a launchpad in 2023 for broader wilderness restoration work extending to the West Side toward Lake Edison and Vermilion Valley Resort resupply points.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

You may choose not to approve the letter of support.

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

ATTACHMENTS:

1. JMT Grant Support Letter

APPROVALS:

Darcy Ellis

Created/Initiated - 2/17/2022

Darcy Ellis
Leslie Chapman

Approved - 2/17/2022
Final Approval - 2/17/2022



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
email: dellis@inyocounty.us



February 22, 2022

Charlton "Chuck" Bonham
Director
California Department of Fish & Wildlife

Matt Wells
Branch Chief
CDF&W Watershed Restoration Grants Branch
P.O. Box 944209
Sacramento, CA 94244-2090

**Re: JMT Wilderness Conservancy, "John Muir Wilderness Restoration Project,"
March 2022, Proposition 1 Restoration Program Grant Application**

Dear Director Bonham and Mr. Wells,

I write on behalf of Inyo County in support of the above-referenced grant application. Funding from this grant, and the supporting private donations from the JMT Wilderness Conservancy, will launch urgently-needed wilderness restoration of damaged and degrading terrain along the central Sierra Nevada following the John Muir Trail (JMT). The proposed project concerns the terrain around the Italy Pass and McGee Pass trails that lead to the JMT from the east side. These are two heavily-trafficked and sensitive access points to the high Sierra Nevada and JMT that have degraded such that they are in need of immediate attention.

In particular, this project undertakes much-needed and overdue infrastructure improvements to trails, durable stream crossings and pedestrian bridges, while restoring the surrounding terrain and meadow ecosystems. This will repair damage both to the recreational routes and the growing "bypass" trails that are expanding seasonally as people try to divert around damaged areas.

Traveling roughly 220 miles through the heart of the Sierra Nevada, the JMT and its network of trails, including those over Italy and McGee Passes, have experienced decades of sharply increasing visitor use. These trails wind through a vast network of alpine ecosystems that support California's critical watersheds and wildlife. Through active stewardship, the Conservancy's mission helps us better

understand the region's ecological condition and the restoration efforts needed to sustainably manage our vast and fragile water resources and habitats.

The JMT Wilderness Conservancy has shown competency in harnessing both public and private funds for successful restoration in other areas along the JMT. Coordinating with the federal land agencies, the projects employ proven restoration methods to achieve long-term sustainability and resiliency in alpine ecosystems.

The John Muir Trail and the wilderness it encompasses have inspired our state and national consciousness for protection and conservation of wilderness for over 100 years. It is a region of enormous value to the economy, agriculture and environment resources of California. The trail is an increasingly popular destination for outdoor recreation and gateway communities in our County have many businesses that support trail users. Now more than ever, the area needs support to restore and protect that which sustains us.

We join the towns of Mammoth Lakes and Bishop, Inyo National Forest, the Sequoia Parks Conservancy, Yosemite Conservancy and the Nature Conservancy, among others, in urging your approval of the CDF&W Proposition 1 Restoration Grant Program application submitted by the JMT Wilderness Conservancy referenced above.

Respectfully Submitted,

Dan Totheroh,
Chairperson
Inyo County Board of Supervisors



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Denelle Carrington

SUBJECT: Fiscal Year 2021-2022 Mid-Year Financial Report

RECOMMENDED ACTION:

Request Board:

- A) Accept the Fiscal Year 2021-2022 Mid-Year Financial Report as presented;
- B) Approve the specific budget action items and recommendations discussed in the report, and represented in Attachments A & B (*4/5ths vote required*); and
- C) Direct staff to continue emphasis on revenue attainment and expense savings in order to maximize year-end Fund Balances.

SUMMARY/JUSTIFICATION:

Introduction

The *County Budget Control and Responsibility & Extraordinary Budget Control Policy* (Attachment C) requires department heads to submit Mid-Year and Third Quarter Financial Reports to the County Administrator. These reports are to provide projections of expenditures, revenues, and Net County Cost for the fiscal year and provide explanations and corrective action plans in the case of over-expenditures or under-realization of revenues.

The County Budget Team, consisting of the County Administrator, Auditor-Controller, and Senior Budget Analyst, use these reports from departments to prepare and submit the Mid-Year Financial Report and the Third Quarter Financial Review to the Board of Supervisors. In order to submit a useful report to the Board, it is incumbent upon and expected of, each department to supply thoughtful and accurate information.

The Mid-Year reports are particularly important to ensure that the County maintains course with regard to Budget. Failure to identify and address changed budget conditions during the Mid-Year process leaves precious little time for your Board to make course corrections later in the year. At Third Quarter there are fewer options available and those that are available are often more drastic than would otherwise be necessary to ensure that the County's budgets remain balanced through the end of the fiscal year.

Based on their Fiscal Year 2021-2022 Mid-Year submittals, County departments are, generally, managing their current budgets consistent with their projected revenues and the Board-approved appropriations contained in the Fiscal Year 2021-2022 County Budget. With the exceptions noted herein, departments are reporting that their revenue projections remain on target, and that their expenditures will stay within appropriations.

Overview

As recommended, the Mid-Year Budget presented for your Board's approval remains balanced by a combination of:

- A. Using General Fund Contingencies in the amount of \$63,861 to fund an increase of \$55,000 in the Coroner Budget for increased costs due to increased caseloads; an increase of \$23,385 in the Public Administrator Budget to cover increased costs in salaries and benefits and motor pool costs; an increase of \$3,845 in the General Revenues and Expenditures Budget to cover the annual lease costs for General Fund Departments located in the Quilter Consolidated Office Building; and a contribution of \$18,639 back into the Contingencies budget, of which \$9,346 is from the Clerk-Recorder Budget and \$9,023 is from the Elections Budget to recognize additional revenue received.
- B. Utilizing \$188,899 more in Fund Balances from various non-General Fund budgets, which can be attributed to more fund balance being utilized in the ELC-2 - Enhanced Lab Capacity Budget. Overall, with the recommended increases, the County Budget relies on a total of \$16,639,417 in non-General Fund Balances instead of the \$16,450,518 in the Fiscal Year 2021-2022 Working Budget.

The overall effect of the departments' Mid-Year projections is that the recommended Mid-Year Budget changes the County's working Budget as follows:

| Fiscal Year 2021-2022 | Board Approved Budget | Working Budget | Mid-Year Budget |
|--------------------------|--------------------------|----------------|-----------------|
| County Budget | | | |
| Revenues | \$112,226,874 | \$113,293,628 | \$114,293,756 |
| Expenditures | \$128,441,767 | \$136,547,917 | \$137,736,944 |
| Net County Cost | \$16,214,893 | \$23,254,289 | \$23,443,188 |
| General Fund | | | |
| Revenues | \$66,675,672 | \$67,154,672 | \$67,698,264 |
| Expenditures | \$71,803,361 | \$73,958,443 | \$74,502,035 |
| Net County Cost | \$5,127,689 | \$6,803,771 | \$6,803,771 |

The increase in revenues between the Fiscal Year 2021-2022 Board Approved Budget and Fiscal Year 2021-2022 Working (or, "Current") Budget reflects budget amendments approved by your Board of Supervisors since the County Budget was approved last September. Based on department requests, this Mid-Year Financial Report recommends further increasing certain revenue projections from those in the Working Budget. This is due, primarily, to increases in Health and Human Services budgets, which allows the department to recognize additional allocations to provide services. The even greater increase in expenditures between the Fiscal Year 2021-2022 Board Approved Budget and Fiscal Year 2021-2022 Working Budget reflects the mechanics of rolling prior years' encumbrances into the current year's Board Approved Budget after adoption of the Budget.

The apparent increase in the Net County Cost from the Board Approved to the Working and Mid-Year Budgets is not necessarily a cause for concern. This is because prior years' encumbrances are not calculated as part of the prior fiscal year's year-ending Fund Balance. So, when the gap between revenues and expenditures increases in the Working Budget, or in the Mid-Year Budget, the difference between the shortfall and Fund Balance can usually be attributed to the amount of the prior years' encumbrances. This year, prior years' encumbrances amounted to a total of \$6,626,894, of which \$1,676,082 was in the General Fund. *(When a General Fund department unencumbers funds from a previous fiscal year, the monies are not left in the department's budget).*

Background

The instructions for the Mid-Year Financial Review submittal process continue to stress the importance of department heads accurately projecting revenues since, as already mentioned, meaningful corrective action needs to be taken as part of the Mid-Year Financial Report (not later) if revenues are likely to be unrealized. Similar to recent years, department heads with budgets that, as of December 31, 2021 failed to realize at least 40% of the revenue in any revenue category (e.g., Charges for Current Services, Other Revenues, etc.) were required to provide a written explanation as to why, and indicate whether the revenue estimates will still be met. Similarly, if more than 60% of appropriations in any object category (e.g., Services & Supplies, Internal Charges, Salaries & Benefits, etc.) were expended in a specific budget as of December 31, 2021, the department head was asked to explain the reason.

Also, similar to previous years, departments were: (1) asked to refrain from requesting the use of General Fund Contingencies monies without first developing a corrective action plan and submitting it with their Mid-Year Budget request to address all revenue shortfalls and/or over-expenditures; and (2) in most cases, prevented from moving Salaries and Benefits cost savings associated with vacant positions) to other appropriation object codes representing ongoing costs.

The prohibition on using one-time salary savings to mitigate revenue shortfalls and/or cost over-runs is consistent with sound fiscal management as use of these salary savings both detracts from year-end Fund Balance and is extremely likely to, in effect, utilize one-time monies for ongoing expenses.

Process

in an effort to facilitate the Mid-Year review process, departments are asked to enter their Mid-Year Budget projections directly into the County's Financial System (ONESolution). The Mid-Year budget changes being requested by the departments, and recommended by the CAO, are reflected in the Mid-Year column in the attached ONESolution reports (Attachments A and B). If approved by your Board (4/5's vote required), the Mid-Year projections will become the new Working Budget.

Most of the Mid-Year projections entered into ONESolution represent appropriation change requests that, under the County's *County Budget Control and Responsibility & Extraordinary Budget Controls Policy* (Attachment C), can be approved by the County Administrative Officer and/or the Auditor-Controller (e.g., appropriation changes between object codes.) These perfunctory appropriation changes are included as part of the Mid-Year Financial Review because, since these policies also allow departments to continue spending within budget appropriations at the object category (as opposed to object code) levels, departments have been encouraged to save these routine appropriation change requests until the Mid-Year and Third Quarter Financial Review processes in order to cut down on unnecessary appropriation change paperwork.

By policy, some changes - such as appropriating new revenue, transferring money between funds or budget units, and appropriations from Contingencies - require approval by the Board of Supervisors (4/5's vote). Budgets with appropriation changes requiring Board approval (4/5's vote) are discussed below in addition to being quantified in Attachments A & B.

Other Significant Issues

Following are trends and issues, not necessarily discussed elsewhere, that are worth examining in this Mid-Year Financial Report because they directly and/or materially affect the Mid-Year process, or otherwise have the ability to influence the County's fiscal position through the end of the Fiscal Year as well as affect next year's County Budget. Some of these issues have a revenue or expense component that could necessitate budget amendments later this fiscal year.

Geothermal Royalties Payments. Payments from Geothermal Royalties have started to rebound in the positive

in the past two years. In Fiscal Year 2019-2020, only \$19,138 was received, and in Fiscal Year 2020-2021 there was a total of \$101,233 received. As of 12/31/2021, a total amount of \$62,289 was received and \$80,466 has been received as of 01/31/2022. However, with the volatile nature of this funding source, it continues to reaffirm the appropriateness of your Board's policy to only include Geothermal Royalties revenue that has actually been received in the County, and not budget Geothermal Royalties that are *projected* to be received in the coming year.

Sales Tax. As of December 31, 2021, the County sales tax is reported at \$983,894, or 66% of projected revenue totaling \$1,500,000, while only having received 5 months of sales receipts from the State, which indicates the County is on track to more than meet the budgeted revenues for this fiscal year. Unlike last fiscal year, the Budget Team felt comfortable increasing projected revenue in the sales tax based on the actual amounts received in Fiscal Year 2020-2021, which came in at \$1,681,101. The side effects from the sales tax deferrals granted by the Governor seem to have subsided. In general, the County Sales Tax is on track and doing better than what the Budget Team projected.

HDL projects an escalation of sales tax for the 1st and 2nd quarters of 2022, which the County will be seeing in the second half of this year. This is due to the regulations from the pandemic lifting and the continued benefit of stimulus money being allocated in Fiscal Year 2020-2021.

Hotel Transient Occupancy Tax Revenue. While TOT revenue has not fully recovered from pre-pandemic actuals, the County is moving in a positive direction towards meeting the revenue goals for Fiscal Year 2021-2022. As of 12/31/2021, the County has received \$649,064, which is a 36% increase over the previous fiscal year. As long as no travel restrictions return, the County should make the revenue projection of \$3,000,000. The Budget Team will keep a close eye on this revenue stream and reevaluate during the Third Quarter Budget Review if any changes need to be implemented.

Fiscal Year 2021-2022 Mid-Year Status

Personnel:

The following title changes are requested to more appropriately reflect the job duties:

Change one Parks & Motor Pool Manager to Parks Manager.

Change one Office Technician III to an Office Clerk Supervisor.

General Fund:

General Fund budgets with significant Mid-Year changes, requiring your Board's approval (4/5's vote required) are discussed below in addition to being identified in Attachment A.

Community Mental Health (045200). The department increased revenues by \$80,291 overall. The department is recognizing additional 1991 Realignment funds to offset the cost of advertising and hiring the new Deputy Director of Mental Health and to cover the cost of investigations. The Operating Transfers In revenue code is increased to recognize funding for contracts. The department increased expenditures overall by \$80,291 in order to provide additional programs. The Net County Cost remains the same.

Contingencies (087100). As discussed below, in total, General Fund Contingencies is decreased by a total of \$63,861. The Elections budget reduced expenditures and increase revenues, resulting in a reduction of the use of General Fund by a total of \$9,023; the General Revenues & Expenditures budget is increased by a total of \$3,845 which is an increased Operating Transfers Out into the Consolidated Office Building Budget to cover the total General Fund cost for the annual lease payment; the Clerk Recorder Budget reduced expenditures and increased revenues, resulting in a reduction of the use of General Fund by a total of \$9,346; the Coroner Budget is increased by \$55,000 to recognize additional costs related to a higher caseload; and finally the Public

Guardian Budget is increased by \$23,385 to recognize higher Salary and Benefit expenses along with increased Motor Pool costs.

Coroner (023500). The Professional Services object code is increased by an additional \$55,000 to recognize funding for the County's Autopsy provider. There has been a substantial increase in deaths in Inyo County and more autopsies have been required. General Fund Contingencies have been reduced to cover the increased Net County Cost.

County Clerk – General (010300). The department increased revenues in Real Property Transfer by \$9,000; and Recording Fees by \$10,000 for a total increase of \$19,000 based on actual revenues received to date. Additionally, expenditures are increased in Office & Other Equipment by \$3,000; Professional Services by \$300; General Operating by \$1,000; Motor Pool by \$5,300; and Internal Shredding by \$54 for a total increase of \$9,654 in order to purchase additional items needed in the Clerk-Recorder office. The remaining \$9,346 has been placed in General Fund Contingencies.

County Counsel (010700). The department increased revenues in Inter Government Charges by \$55,000 with a corresponding increase in expenditures in Professional Services to facilitate an increase in contract expenditures. The Recycling & Waste Management has made the appropriate changes to facilitate this increase also. There is no change to the Net County Cost.

County Library (066700). The department increased revenue in State Grants by \$6,500 and State Other by \$285 to recognized additional grant funding available for a total increase of \$6,785. Expenditures are also increased by \$6,785 among various expenditure codes to expend the additional grant funds. There is no change to the Net County Cost.

Elections (011000). The department increased revenues in State Grants by \$8,848; Candidate Statements by \$700; Miscellaneous Elections Services by \$1,500; and Prior Year Reimbursements by \$209 for a total increase of \$11,257 based on actual revenue received. Expenditures increased in Cell Phone by \$180; Internal Copier Charges by \$2,000; and Internal Shredding by \$54 for a total increase of \$2,234 for unanticipated expenditures through the end of the year. The difference of \$9,023 is put into General Fund Contingencies.

Environmental Health (045400). The department reduced revenues in Water Samples by \$40,000 and Hazardous Waste Fees by \$16,286 for a total reduction of \$56,286 to more accurately represent revenues to be received through the end of the fiscal year. Expenditures have been reduced accordingly in Salaries and Benefits. There is no change to the Net County Cost.

Foster Care – General (056400). Revenues and Expenditures have been increased by \$100,000 to represent the increase in caseload and the costs related to such an increase. There is no change to the Net County Cost.

General Revenues & Expenditures (011900). The department is increasing Operating Transfers out by \$3,845 for the Consolidated Office Building to facilitate payment for the annual lease. General Fund Contingencies have been reduced to cover the increase in the Net County Cost.

Health (045100). The revenues and expenditures have been increased by \$3,460 in order to absorb the fixed costs from the CARES Budget 22-23, which has been canceled by the State effective April 1st, 2022, and is discussed in further detail below. There is no change to the Net County Cost.

Jail – STC (022920). The department increased revenues and expenditures by \$624 based on the actual allocation and travel needs. There is no change to the Net County Cost.

Maintenance – Building & Grounds (011000). The department increased revenue in Intra County Charges by \$28,794, in order to recognize actual funding to be received through the end of the fiscal year. Expenditures have also been increased by \$28,794 mostly in Utilities and General Operating Expense. There is no change to the Net County Cost.

Parks & Recreation (076999). The department is increasing revenues and expenditures by \$4,950 in order to partially fund a project at the Laws Railroad & Museum. The Operating Transfer In will be utilized from the Parks & Rehabilitation Trust. There is no change to the Net County Cost.

Public Guardian (023600). The Salaries and Benefits object codes have been increased by \$21,925 in order to meet expenditures through the end of the current fiscal year. Additionally, there is a \$3,600 increase to the Motor Pool object code. Several other object codes have been reduced to lessen the impact. Overall, the total increase to the budget is \$23,385, and General Fund Contingencies have been reduced to cover the increase to the Net County Cost.

Risk Management (010900). Revenues and expenditures have been increased by \$10,000 to recognize the actual revenue received in the current fiscal year and to recognize additional expenditures. There is no change to the Net County Cost.

Sheriff - General (022700). Revenues and expenditures have been increased by \$10,559 from the AB443 Trust to cover additional expenditures related to the Jail Dispatch Project. The Net County Cost remains the same.

Social Services (055800). The department increased revenues and expenditures by \$269,158 to recognize two additional allocations. The first allocation is for Medi-Cal Administration funding and the second is for Family Urgent Response System (FURS) which will allow staff to respond to calls in Social Services, Mental Health and Probation to assist families. There is no change to the Net County Cost.

Non-General Fund:

Non-General Fund budgets with significant Mid-Year changes, requiring your Board's approval (4/5's vote required), are discussed below in addition to being identified in Attachment B:

Bishop Airport (150100). The department increased revenue by a total of \$299,808. There was an increase of \$256,000 in Sales of Jet A Fuel; an increase of \$38,000 in Federal Grants; an increase of \$95,000 in Landing Fees; a decrease of \$100,000 in Non Tax – Jet Fuel – Military; and a few other small increases and decreases. The expenditures were increased by \$201,712. The Fuel, Oil & Water for Resale object code was increased by \$165,000; External Charges increased by \$15,284; Professional Services increased by \$9,032; Motor Pool is increased by \$3,282; Office, Space & Site Rental is increased by \$3,838; Personal & Safety Equipment is increased by \$764; Maint of Structures – Materials is increased by \$1,100; and General Operating is increased by \$3,412. The Net Cost to Fund is adjusted accordingly.

CARES Grant 22-23 (641222). The department has decreased the revenues and expenditures by \$10,620, or the entire 3-month grant amount. The department received notice on February 1st, that the State was canceling the County Agreement, per Exhibit D, Section 1 of the grant, and that the grant cancellation will become effective March 31, 2022 at 11:59 p.m. The Department Head has stated that this was not totally unexpected as the annual grant amount has decreased over time, and that the utilization of the grant funds has also decreased. Additionally, for the past two years during the pandemic, the impact to the ability to provide outreach has been effected, and the level of request for services has also decreased. The fixed costs in this budget have been transferred to the Health Budget, and the staffing impacts, which are minimal, have also been absorbed into the Health Budget.

CAO – Accumulated Capital Outlay (010201). The department increased revenue by \$140,000 to recognize the administrative funding for the Clean Air Project Program II (CAPP II). There is a corresponding increase in expenditures, resulting in no change to the Net Cost to Fund.

CBCAP (642515). Revenues and expenditures are increased by \$10,000 to recognized Federal Health and Human Services American Rescue Plan Act funds to be used towards some contracted services. There is no change to the Net Cost to Fund.

Consolidated Office Building (011809). The department increased revenues by a total of \$9,892 to recognize transfers in from other departments to cover the annual lease expense. There is a corresponding increase in expenditures. There is no change to the Net Cost to Fund.

ELC-2 – Enhanced Lab Capacity (610390). The department reduced revenues by \$604,391 in order to recognize the funds that were received in the previous fiscal year and are currently sitting in fund balance. There is sufficient fund balance to cover this decrease. The Net Cost to Fund has been adjusted.

Elections Voting System (621250). Both revenues and expenditures have been increased by \$5,559 in order to recognize the total expenditures in this budget unit. The Net Cost to Fund has been adjusted accordingly.

ES Weed Management Grant (621300). The department decreased expenditures by \$46,754 overall as the department will not be filling two vacant positions. The Net Cost to Fund has been adjusted.

ESAAA (683000). The department increased revenues by \$265,534 in order to recognize additional CARES funding allocated to the Senior Programs. Expenditures have been increased by the same amount and distributed throughout various object codes.

First Five Commission (643000). Revenues and expenditures are increased by \$32,352 to recognize additional grant funding for Home Visiting. There is no change to the Net Cost to Fund.

Homeland Security Grant 21-22 (623720). The department increased revenues and expenditures by \$93,278 to recognize the revenue and expenditures for this budget.

Illegal Cannabis Suppression (671507). The department increased revenues and expenditures by \$1,507 to recognize the actual grant amount received. The increase in expenditures is being utilized to purchase additional Personal & Safety Equipment. There is no change to the Net Cost to Fund.

Inyo Mosquito Abatement (154101). The department reduced expenditures by \$37,424 as they are not filling a vacant Project Coordinator position. The Net Cost to Fund has been adjusted.

Lone Pine/Death Valley Airport (150500). The department increased revenues by \$20,000 with the bulk of the increase in Sales of Aviation Gas. Expenditures were also increased by \$20,000 with the bulk of the increase in Fuel, Oil & Water Resale. There is no change to the Net Cost to Fund.

Medical Malpractice Trust (500904). Revenues and expenditures are reduced by \$1,037 to recognize the actual revenue and expenditures for this budget. The Net Cost to Fund remains the same.

Motor Pool – Operating (200100). The department reduced revenues in Interest From Treasury by \$2,900 and Operating Transfers In by \$48,143 for a total reduction of \$51,043 in order to more accurately reflect the revenue through the end of the fiscal year. Expenditures are reduced by a total of \$259,053, as there will be fewer vehicles purchased in the current fiscal year. The Net Cost to Fund has been adjusted accordingly.

Motor Pool – Replacement (200200). The department reduced Interest From Treasury by \$9,000. Expenditures in Operating Transfers Out are reduced by \$48,143 into the Motor Pool Operating budget. The Net Cost to Fund is adjusted accordingly.

Off Highway Vehicle Grant 21-22 (623521). The revenues and expenditures have been increased by \$10,753 based on the actual grant amount awarded. The Equipment object code has been increased in order to purchase additional equipment for the Off Highway program. There is no change to the Net Cost to Fund.

Recorders Micrographic/System (023401). Revenues have been increased in Recorder Micrographic Fees by \$6,000; NSF Charge by \$80; and Operating Transfers by \$713; and decreased by \$450 in Interest for a total

overall increase of \$6,343. Expenditures have been reduced by \$1,240 in Maintenance of Equipment based on actuals. The Net Cost to Fund has been adjusted accordingly.

Salt Cedar Project (024502). The department increased revenue by \$67,606 and expenditures are increased by \$76,570 in order to run the program through the end of the fiscal year and facilitate additional staffing. The Net Cost to Fund has been adjusted accordingly.

Substance Use Disorders (045315). The department increased revenue by \$82,341, of which most is from a new grant for Coronavirus Response and Relief Supplemental Appropriation funding. Expenditures have also been increased by \$82,341 to be used towards training and additional supplies. There is no change to the Net Cost to Fund.

Transportation & Planning Trust (504605). The department increased revenues in Local Transportation Tax by \$38,132 and State Subventions by \$55,259 for a total increase of \$93,391. The department increased expenditures by a total of \$101,152, with Professional Services increased by \$78,000; External Charges increased by \$20,000; General Operating increased by \$2,580; and Maintenance of Fuel and Lubricant by \$572. The Net Cost to Fund has been adjusted.

Water Department (024102). The department decreased revenue in Interest From Treasury by \$6,000 to more accurately depict revenues received through the end of the fiscal year. Expenditures have been reduced by \$6,166, to recognize expenditures through the end of the fiscal year. The Net Cost to Fund has been adjusted accordingly.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

All County departments provided the information necessary to compile this report, which has been prepared in close collaboration with the County Auditor-Controller.

FINANCING:

The immediate financial impacts to the County from this Mid-Year Financial Review are reflected in the discussion and recommendations above, and included in Attachments A and B (Attachment A represents the General Fund Budget, and Attachment B represents the non-General Fund Budget).

ATTACHMENTS:

1. Attachment A - General Fund Income Statement and Mid-Year Budget Review
2. Attachment B - Non-General Fund Income Statement and Mid-Year Budget Review
3. Attachment C - Budget Control and Responsibility & Extraordinary Budget Controls (Revised 02.08.22)

APPROVALS:

| | |
|--------------------|------------------------------|
| Denelle Carrington | Created/Initiated - 2/9/2022 |
| Darcy Ellis | Approved - 2/10/2022 |
| Denelle Carrington | Approved - 2/15/2022 |
| Amy Shepherd | Approved - 2/15/2022 |
| Leslie Chapman | Final Approval - 2/17/2022 |

ATTACHMENT A

County of Inyo

BUD023 - Income Statement - General Fund
Mid-Year FY 2021-22

Run Date: 02/14/2022

| | % of Budget | Mid-Year Budget | Actual as of 12/31/21 | % of Actual to Budget | YTD as of 12/31/20 |
|--|---------------|--------------------|-----------------------|-----------------------|--------------------|
| REVENUES BY TYPE | | | | | |
| TAXES - PROPERTY | 22.0% | 14,929,288 | 1,222,470 | 8.1% | 8,620,456 |
| TAXES - OTHER | 4.5% | 3,100,000 | 723,406 | 23.3% | 526,420 |
| TAXES - SALES | 2.2% | 1,500,000 | 983,894 | 65.5% | 676,501 |
| LICENSES & PERMITS | 1.1% | 752,341 | 215,534 | 28.6% | 304,885 |
| FINES & FORFEITURES | 1.3% | 937,386 | 552,690 | 58.9% | 359,048 |
| RENTS & LEASES | 0.0% | 14,600 | 5,000 | 34.2% | 2,500 |
| REV USE OF MONEY & PROPERTY | 0.3% | 227,930 | 56,078 | 24.6% | 169,866 |
| AID FROM OTHER GOVT AGENCIES | 42.7% | 28,935,384 | 11,769,063 | 40.6% | 13,467,123 |
| CHARGES FOR CURRENT SERVICES | 17.0% | 11,535,339 | 4,093,837 | 35.4% | 4,445,600 |
| OTHER FINANCING SOURCES | 8.4% | 5,712,071 | 2,672,648 | 46.7% | 2,536,858 |
| OTHER REVENUE | 0.0% | 53,925 | 40,761 | 75.5% | 33,554 |
| Total Revenues by Type | 100.0% | 67,698,264 | 22,335,385 | 32.9% | 31,142,816 |
| EXPENDITURES BY OBJECT CATEGORY | | | | | |
| SALARIES & BENEFITS | 61.9% | 46,181,967 | 22,293,428 | 48.2% | 21,867,855 |
| SERVICES & SUPPLIES | 17.9% | 13,356,992 | 6,380,649 | 47.7% | 3,374,933 |
| INTERNAL CHARGES | 8.4% | 6,269,536 | 2,753,887 | 43.9% | 2,832,381 |
| OTHER CHARGES | 5.8% | 4,343,877 | 1,956,097 | 45.0% | 1,922,912 |
| DEBT SERVICE PRINCIPAL | 0.0% | 68,931 | 34,372 | 49.8% | 34,030 |
| DEBT SERVICE INTEREST | 0.0% | 5,170 | 2,677 | 51.7% | 3,020 |
| FIXED ASSETS | 0.7% | 555,779 | 387,779 | 69.7% | 76,980 |
| OTHER FINANCING USES | 3.9% | 2,929,061 | 179,362 | 6.1% | 205,003 |
| RESERVES | 1.0% | 790,722 | | | |
| Total Expenditures | 100.0% | 74,502,035 | 33,988,254 | 45.6% | 30,317,117 |
| Change in Fund Balance | | (6,803,771) | (11,652,869) | 171.2% | 825,698 |

BUD023 - Income Statement - General Fund
Mid-Year FY 2021-22

Run Date: 02/14/2022

| | % of Budget | Mid-Year Budget | Actual as of 12/31/21 | % of Actual to Budget | YTD as of 12/31/20 |
|--------------------------------------|-------------|--------------------|--------------------------|--------------------------|-----------------------|
| EXPENDITURES BY DEPARTMENT | | | | | |
| AGRICULTURAL COMMISSIONER | | | | | |
| AGRICULTURAL COMM / SEALER | 0.8% | 650,498 | 325,326 | 50.0% | 308,786 |
| ASSESSOR | | | | | |
| ASSESSOR | 1.5% | 1,136,132 | 504,960 | 44.4% | 520,929 |
| AUDITOR - CONTROLLER | | | | | |
| AUDITOR CONTROLLER - GENERAL | 1.8% | 1,386,756 | 776,721 | 56.0% | 523,330 |
| GENERAL REVENUE & EXPENDITURES | 5.1% | 3,817,844 | 761,365 | 19.9% | 911,699 |
| BOARD OF SUPERVISORS | | | | | |
| BOARD OF SUPERVISORS | 1.0% | 764,423 | 368,750 | 48.2% | 307,015 |
| CAO CULTURAL SERVICES | | | | | |
| ADVERTISING COUNTY RESOURCES | 0.4% | 307,633 | 106,528 | 34.6% | 13,437 |
| COUNTY LIBRARY | 1.3% | 980,919 | 490,697 | 50.0% | 287,704 |
| LAW LIBRARY | 0.0% | 27,397 | 2,802 | 10.2% | 2,868 |
| MUSEUM - GENERAL | 0.4% | 309,983 | 128,026 | 41.3% | 114,765 |
| CORONER | | | | | |
| CORONER | 0.3% | 253,606 | 147,647 | 58.2% | 75,056 |
| COUNTY ADMINISTRATIVE OFFICER | | | | | |
| CAO - GENERAL | 1.3% | 1,010,094 | 505,316 | 50.0% | 347,274 |
| CAO ECONOMIC DEVELOPMENT | 1.6% | 1,208,216 | 546,634 | 45.2% | 76,729 |
| CONTINGENCIES - GENERAL | 0.6% | 505,722 | | | |
| GRANTS IN SUPPORT | 0.1% | 112,801 | 112,800 | 100.0% | 863 |
| INFORMATION SERVICES | 3.3% | 2,531,072 | 1,392,406 | 55.0% | 1,156,271 |
| OFFICE OF DISASTER SERVICES | 0.1% | 122,195 | 74,606 | 61.0% | 53,339 |
| PERSONNEL | 1.9% | 1,451,732 | 584,160 | 40.2% | 394,230 |
| PUBLIC DEFENDER | 1.1% | 853,150 | 570,344 | 66.8% | 360,955 |
| RISK MANAGEMENT | 0.4% | 314,873 | 149,976 | 47.6% | 122,299 |
| VETERANS SERVICE OFFICER | 0.2% | 175,289 | 83,713 | 47.7% | 68,213 |
| COUNTY CLERK | | | | | |
| COUNTY CLERK - GENERAL | 0.5% | 433,064 | 193,829 | 44.7% | 196,905 |
| ELECTIONS | 0.7% | 544,939 | 245,785 | 45.1% | 213,840 |
| COUNTY COUNSEL | | | | | |
| COUNTY COUNSEL | 1.6% | 1,202,015 | 665,718 | 55.3% | 493,826 |
| DISTRICT ATTORNEY | | | | | |
| DISTRICT ATTORNEY | 1.7% | 1,267,879 | 642,108 | 50.6% | 608,141 |
| DISTRICT ATTORNEY - SAFETY | 1.1% | 847,884 | 438,968 | 51.7% | 329,664 |
| ENVIRONMENTAL HEALTH | | | | | |
| ENVIRONMENTAL HEALTH - GENERAL | 1.7% | 1,317,498 | 588,920 | 44.6% | 554,661 |
| FARM ADVISOR | | | | | |
| FARM ADVISOR | 0.2% | 157,490 | 76,857 | 48.8% | 66,677 |
| HEALTH & HUMAN SERVICES | | | | | |
| CALIFORNIA CHILD SERVICE-ADMIN | 0.2% | 179,616 | 53,495 | 29.7% | 40,835 |
| CALIFORNIA CHILDREN SERVICE | 0.0% | 21,417 | 6,535 | 30.5% | 5,176 |
| CHILD HLTH AND DISABILITY PREV | 0.0% | 51,906 | 18,167 | 35.0% | 38,074 |
| COMMUNITY MENTAL HEALTH | 9.2% | 6,916,581 | 3,329,729 | 48.1% | 3,105,075 |
| FOSTER CARE - GENERAL | 0.9% | 700,000 | 404,210 | 57.7% | 329,517 |
| GENERAL RELIEF | 0.2% | 175,000 | 47,982 | 27.4% | 84,479 |
| HEALTH - GENERAL | 4.2% | 3,153,341 | 1,161,025 | 36.8% | 1,156,707 |

BUD023 - Income Statement - General Fund
 Mid-Year FY 2021-22

Run Date: 02/14/2022

| | % of Budget | Mid-Year Budget | Actual as of 12/31/21 | % of Actual to Budget | YTD as of 12/31/20 |
|--------------------------------|-------------|-----------------|-----------------------|-----------------------|--------------------|
| INYO COUNTY GOLD | 0.5% | 394,520 | 177,507 | 44.9% | 151,745 |
| SOCIAL SERVICES - GENERAL | 11.2% | 8,371,535 | 3,663,640 | 43.7% | 3,575,091 |
| TANF (AFDC) | 0.9% | 725,000 | 321,538 | 44.3% | 354,101 |
| PERSONNEL | | | | | |
| INSURANCE, RETIREMENT, OASDI | 4.4% | 3,351,923 | 1,571,835 | 46.8% | 1,553,812 |
| PLANNING | | | | | |
| PLANNING & ZONING | 1.7% | 1,271,066 | 446,840 | 35.1% | 300,254 |
| PROBATION | | | | | |
| JUVENILE INSTITUTIONS | 2.3% | 1,744,745 | 729,229 | 41.7% | 711,499 |
| OUT OF COUNTY-JUVENILE HALL | 0.3% | 269,000 | 79,537 | 29.5% | 68,765 |
| PROBATION - GENERAL | 2.3% | 1,752,794 | 820,415 | 46.8% | 799,018 |
| PUBLIC ADMINISTRATOR | | | | | |
| PUBLIC ADMINISTRATOR | 0.4% | 311,517 | 154,301 | 49.5% | 111,761 |
| PUBLIC WORKS | | | | | |
| BUILDING & SAFETY | 0.5% | 433,217 | 200,668 | 46.3% | 189,124 |
| MAINTENANCE-BUILDING & GROUNDS | 2.3% | 1,785,271 | 881,900 | 49.3% | 831,526 |
| PARKS & RECREATION | 1.9% | 1,446,883 | 567,890 | 39.2% | 447,171 |
| PUBLIC WORKS | 0.9% | 728,362 | 316,499 | 43.4% | 389,923 |
| SHERIFF | | | | | |
| ANIMAL CONTROL - GENERAL | 1.0% | 779,104 | 385,559 | 49.4% | 365,356 |
| DNA | 0.0% | 10,000 | 1,000 | 10.0% | |
| JAIL - CAD RMS PROJECT | 0.1% | 75,936 | 50,936 | 67.0% | 22,337 |
| JAIL - GENERAL | 4.3% | 3,244,972 | 1,506,662 | 46.4% | 1,636,039 |
| JAIL - SAFETY PERSONNEL | 2.6% | 1,943,003 | 1,047,069 | 53.8% | 1,050,759 |
| JAIL - STC | 0.0% | 16,624 | 15,605 | 93.8% | 3,251 |
| JAIL SECURITY PROJECT | 0.0% | 19,844 | 1,084 | 5.4% | 6,172 |
| KITCHEN SERVICES | 1.1% | 836,677 | 368,893 | 44.0% | 404,963 |
| RAN | 0.1% | 93,224 | 64,807 | 69.5% | 13,728 |
| SHERIFF - GENERAL | 4.2% | 3,190,823 | 1,625,904 | 50.9% | 1,116,563 |
| SHERIFF - SAFETY PERSONNEL | 7.9% | 5,903,524 | 3,091,304 | 52.3% | 3,009,505 |
| TREASURER | | | | | |
| TTC GENERAL | 1.1% | 889,146 | 384,345 | 43.2% | 335,238 |
| TRIAL COURT | | | | | |
| GRAND JURY | 0.0% | 24,360 | 7,155 | 29.3% | 54 |
| | 100.0% | 74,502,035 | 33,988,254 | 45.6% | 30,317,117 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| AGRICULTURAL COMMISSIONER | | | | |
| AG COMM/SEALER | | | | |
| 023300 AGRICULTURAL COMM / SEALER | | | | |
| REVENUES | | | | |
| 4100 LICENSES & PERMITS | 69,434 | 2,239 | 74,870 | 74,870 |
| 4400 AID FROM OTHER GOVT AGENCIES | 356,620 | 18,743 | 296,178 | 296,178 |
| 4600 CHARGES FOR CURRENT SERVICES | 90,401 | 2,670 | 92,880 | 92,880 |
| TOTAL REVENUES | 516,455 | 23,652 | 463,928 | 463,928 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 489,405 | 236,572 | 448,411 | 448,661 |
| 5100 SERVICES & SUPPLIES | 19,879 | 22,018 | 42,968 | 48,767 |
| 5200 INTERNAL CHARGES | 131,728 | 66,737 | 159,119 | 153,070 |
| TOTAL EXPENDITURES | 641,012 | 325,327 | 650,498 | 650,498 |
| 023300 NET COST | (124,557) | (301,675) | (186,570) | (186,570) |
| AG COMM/SEALER NET COST | (124,557) | (301,675) | (186,570) | (186,570) |
| AGRICULTURAL COMMISSIONER NET COST | (124,557) | (301,675) | (186,570) | (186,570) |

| | | | | |
|------------------------------|------------------|------------------|--------------------|--------------------|
| ASSESSOR | | | | |
| ASSESSOR | | | | |
| 010600 ASSESSOR | | | | |
| REVENUES | | | | |
| 4800 OTHER FINANCING SOURCES | | | 50,000 | 50,000 |
| 4900 OTHER REVENUE | 3,506 | 2,188 | 4,600 | 4,600 |
| TOTAL REVENUES | 3,506 | 2,188 | 54,600 | 54,600 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 827,495 | 442,452 | 998,303 | 998,303 |
| 5100 SERVICES & SUPPLIES | 15,357 | 34,369 | 73,510 | 73,153 |
| 5200 INTERNAL CHARGES | 54,405 | 28,138 | 64,319 | 64,676 |
| TOTAL EXPENDITURES | 897,257 | 504,959 | 1,136,132 | 1,136,132 |
| 010600 NET COST | (893,751) | (502,771) | (1,081,532) | (1,081,532) |
| ASSESSOR NET COST | (893,751) | (502,771) | (1,081,532) | (1,081,532) |
| ASSESSOR NET COST | (893,751) | (502,771) | (1,081,532) | (1,081,532) |

| | | | | |
|--|--|--|--|--|
| AUDITOR - CONTROLLER | | | | |
| AUDITOR-CONTROLLER | | | | |
| 010400 AUDITOR CONTROLLER - GENERAL | | | | |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| REVENUES | | | | |
| 4000 TAXES - PROPERTY | 186,435 | | 211,000 | 211,000 |
| 4060 TAXES - SALES | 1,681,101 | 983,894 | 1,500,000 | 1,500,000 |
| 4600 CHARGES FOR CURRENT SERVICES | 3,917,025 | 1,604,145 | 3,313,257 | 3,313,257 |
| 4900 OTHER REVENUE | 9,179 | 450 | | |
| TOTAL REVENUES | 5,793,740 | 2,588,489 | 5,024,257 | 5,024,257 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 909,397 | 499,941 | 1,009,667 | 1,009,667 |
| 5100 SERVICES & SUPPLIES | 125,453 | 255,254 | 326,371 | 325,641 |
| 5200 INTERNAL CHARGES | 39,842 | 21,525 | 50,718 | 51,448 |
| TOTAL EXPENDITURES | 1,074,692 | 776,720 | 1,386,756 | 1,386,756 |
| 010400 NET COST | 4,719,048 | 1,811,769 | 3,637,501 | 3,637,501 |
| 011900 GENERAL REVENUE & EXPENDITURES | | | | |
| REVENUES | | | | |
| 4000 TAXES - PROPERTY | 14,833,063 | 1,222,470 | 14,718,288 | 14,718,288 |
| 4050 TAXES - OTHER | 2,782,650 | 649,064 | 3,000,000 | 3,000,000 |
| 4100 LICENSES & PERMITS | 220,873 | 25,435 | 214,500 | 214,500 |
| 4200 FINES & FORFEITURES | 860,479 | 449,005 | 820,000 | 820,000 |
| 4350 REV USE OF MONEY & PROPERTY | 473,107 | 26,263 | 165,100 | 165,100 |
| 4400 AID FROM OTHER GOVT AGENCIES | 7,300,520 | 4,910,146 | 7,632,697 | 7,632,697 |
| 4600 CHARGES FOR CURRENT SERVICES | 150,052 | 10,969 | 23,000 | 23,000 |
| 4800 OTHER FINANCING SOURCES | 2,461,586 | 2,625,503 | 2,625,408 | 2,625,408 |
| 4900 OTHER REVENUE | 28,417 | 13,988 | | |
| TOTAL REVENUES | 29,110,747 | 9,932,843 | 29,198,993 | 29,198,993 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 116,933 | 12,530 | 123,421 | 123,421 |
| 5500 OTHER CHARGES | 1,671,237 | 654,591 | 1,269,639 | 1,269,639 |
| 5800 OTHER FINANCING USES | 2,044,119 | 94,245 | 2,420,939 | 2,424,784 |
| TOTAL EXPENDITURES | 3,832,289 | 761,366 | 3,813,999 | 3,817,844 |
| 011900 NET COST | 25,278,458 | 9,171,477 | 25,384,994 | 25,381,149 |
| AUDITOR-CONTROLLER NET COST | 29,997,506 | 10,983,246 | 29,022,495 | 29,018,650 |
| AUDITOR - CONTROLLER NET COST | 29,997,506 | 10,983,246 | 29,022,495 | 29,018,650 |

BOARD OF SUPERVISORS

BOARD OF SUPERVISORS

010100 BOARD OF SUPERVISORS

REVENUES

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 4600 CHARGES FOR CURRENT SERVICES | 54 | 760 | | |
| TOTAL REVENUES | 54 | 760 | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 514,508 | 307,374 | 638,575 | 638,575 |
| 5100 SERVICES & SUPPLIES | 26,610 | 24,003 | 64,449 | 64,449 |
| 5200 INTERNAL CHARGES | 24,019 | 12,376 | 30,049 | 30,049 |
| 5500 OTHER CHARGES | 10,000 | 25,000 | 31,350 | 31,350 |
| TOTAL EXPENDITURES | 575,137 | 368,753 | 764,423 | 764,423 |
| 010100 NET COST | (575,083) | (367,993) | (764,423) | (764,423) |
| BOARD OF SUPERVISORS NET COST | (575,083) | (367,993) | (764,423) | (764,423) |
| BOARD OF SUPERVISORS NET COST | (575,083) | (367,993) | (764,423) | (764,423) |
| COUNTY ADMINISTRATIVE OFFICER | | | | |
| ADVERTISING COUNTY RESOURCES | | | | |
| 011402 GRANTS IN SUPPORT | | | | |
| REVENUES | | | | |
| TOTAL REVENUES | | | | |
| EXPENDITURES | | | | |
| 5500 OTHER CHARGES | 97,936 | 112,800 | 112,801 | 112,801 |
| TOTAL EXPENDITURES | 97,936 | 112,800 | 112,801 | 112,801 |
| 011402 NET COST | (97,936) | (112,800) | (112,801) | (112,801) |
| ADVERTISING COUNTY RESOURCES NET COST | (97,936) | (112,800) | (112,801) | (112,801) |
| CONTINGENCIES | | | | |
| 087100 CONTINGENCIES - GENERAL | | | | |
| EXPENDITURES | | | | |
| 5900 RESERVES | | | 569,583 | 505,722 |
| TOTAL EXPENDITURES | | | 569,583 | 505,722 |
| 087100 NET COST | | | (569,583) | (505,722) |
| CONTINGENCIES NET COST | | | (569,583) | (505,722) |
| COUNTY ADMINISTRATIVE OFFICER | | | | |
| 010200 CAO - GENERAL | | | | |
| REVENUES | | | | |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| TOTAL REVENUES | | | | |
| <hr/> | | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 636,904 | 410,625 | 850,905 | 850,905 |
| 5100 SERVICES & SUPPLIES | 22,335 | 79,241 | 123,869 | 120,223 |
| 5200 INTERNAL CHARGES | 28,738 | 15,452 | 35,320 | 38,966 |
| TOTAL EXPENDITURES | 687,977 | 505,318 | 1,010,094 | 1,010,094 |
| <hr/> | | | | |
| 010200 NET COST | (687,977) | (505,318) | (1,010,094) | (1,010,094) |
| <hr/> | | | | |
| COUNTY ADMINISTRATIVE OFFICER NET COST | (687,977) | (505,318) | (1,010,094) | (1,010,094) |
| <hr/> | | | | |
| ECONOMIC DEVELOPMENT | | | | |
| 010202 CAO ECONOMIC DEVELOPMENT | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 5,000 | | | |
| TOTAL REVENUES | 5,000 | | | |
| <hr/> | | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 30,978 | 42,191 | 219,976 | 219,976 |
| 5100 SERVICES & SUPPLIES | 122,244 | 504,139 | 987,170 | 982,170 |
| 5200 INTERNAL CHARGES | 129 | 303 | 1,070 | 6,070 |
| TOTAL EXPENDITURES | 153,351 | 546,633 | 1,208,216 | 1,208,216 |
| <hr/> | | | | |
| 010202 NET COST | (148,351) | (546,633) | (1,208,216) | (1,208,216) |
| <hr/> | | | | |
| ECONOMIC DEVELOPMENT NET COST | (148,351) | (546,633) | (1,208,216) | (1,208,216) |
| <hr/> | | | | |
| INFORMATION SERVICES | | | | |
| 011801 INFORMATION SERVICES | | | | |
| REVENUES | | | | |
| 4600 CHARGES FOR CURRENT SERVICES | 414,874 | 115,569 | 456,959 | 456,011 |
| 4900 OTHER REVENUE | | 948 | | 948 |
| TOTAL REVENUES | 414,874 | 116,517 | 456,959 | 456,959 |
| <hr/> | | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 1,452,238 | 861,764 | 1,691,470 | 1,691,470 |
| 5100 SERVICES & SUPPLIES | 647,433 | 498,863 | 772,699 | 772,528 |
| 5200 INTERNAL CHARGES | 38,840 | 31,778 | 66,903 | 67,074 |
| TOTAL EXPENDITURES | 2,138,511 | 1,392,405 | 2,531,072 | 2,531,072 |
| <hr/> | | | | |
| 011801 NET COST | (1,723,637) | (1,275,888) | (2,074,113) | (2,074,113) |
| <hr/> | | | | |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| INFORMATION SERVICES NET COST | (1,723,637) | (1,275,888) | (2,074,113) | (2,074,113) |
| OFFICE OF DISASTER SERVICES | | | | |
| 023700 OFFICE OF DISASTER SERVICES | | | | |
| REVENUES | | | | |
| 4900 OTHER REVENUE | 215 | | | |
| TOTAL REVENUES | 215 | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 72,080 | 48,002 | 74,559 | 74,559 |
| 5100 SERVICES & SUPPLIES | 39,332 | 23,406 | 33,820 | 33,820 |
| 5200 INTERNAL CHARGES | 7,114 | 3,199 | 13,816 | 13,816 |
| TOTAL EXPENDITURES | 118,526 | 74,607 | 122,195 | 122,195 |
| 023700 NET COST | (118,311) | (74,607) | (122,195) | (122,195) |
| OFFICE OF DISASTER SERVICES NET COST | (118,311) | (74,607) | (122,195) | (122,195) |
| PERSONNEL | | | | |
| 010800 PERSONNEL | | | | |
| REVENUES | | | | |
| 4600 CHARGES FOR CURRENT SERVICES | 18,000 | | 18,000 | 18,000 |
| 4800 OTHER FINANCING SOURCES | 8,000 | | | |
| 4900 OTHER REVENUE | 9,179 | | | |
| TOTAL REVENUES | 35,179 | | 18,000 | 18,000 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 436,000 | 216,118 | 509,544 | 509,544 |
| 5100 SERVICES & SUPPLIES | 272,552 | 324,373 | 565,883 | 560,283 |
| 5200 INTERNAL CHARGES | 24,766 | 43,670 | 91,305 | 96,905 |
| 5900 RESERVES | | | 285,000 | 285,000 |
| TOTAL EXPENDITURES | 733,318 | 584,161 | 1,451,732 | 1,451,732 |
| 010800 NET COST | (698,139) | (584,161) | (1,433,732) | (1,433,732) |
| PERSONNEL NET COST | (698,139) | (584,161) | (1,433,732) | (1,433,732) |
| PUBLIC DEFENDER | | | | |
| 022600 PUBLIC DEFENDER | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 155,460 | 61,485 | 150,000 | 150,000 |
| 4600 CHARGES FOR CURRENT SERVICES | 41,021 | 10,480 | 37,400 | 37,400 |
| TOTAL REVENUES | 196,481 | 71,965 | 187,400 | 187,400 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

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| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 675,534 | 570,331 | 853,000 | 853,000 |
| 5200 INTERNAL CHARGES | 57 | 14 | 150 | 150 |
| TOTAL EXPENDITURES | 675,591 | 570,345 | 853,150 | 853,150 |
| | | | | |
| 022600 NET COST | (479,110) | (498,380) | (665,750) | (665,750) |
| | | | | |
| PUBLIC DEFENDER NET COST | (479,110) | (498,380) | (665,750) | (665,750) |
| | | | | |
| RISK MANAGEMENT | | | | |
| 010900 RISK MANAGEMENT | | | | |
| REVENUES | | | | |
| 4600 CHARGES FOR CURRENT SERVICES | 242,878 | 138,470 | 284,873 | 294,873 |
| 4800 OTHER FINANCING SOURCES | | | 20,000 | 20,000 |
| 4900 OTHER REVENUE | 309 | | | |
| TOTAL REVENUES | 243,187 | 138,470 | 304,873 | 314,873 |
| | | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 221,000 | 120,306 | 244,527 | 247,763 |
| 5100 SERVICES & SUPPLIES | 7,841 | 23,914 | 47,374 | 53,106 |
| 5200 INTERNAL CHARGES | 7,960 | 5,756 | 12,972 | 14,004 |
| TOTAL EXPENDITURES | 236,801 | 149,976 | 304,873 | 314,873 |
| | | | | |
| 010900 NET COST | 6,386 | (11,506) | | |
| | | | | |
| RISK MANAGEMENT NET COST | 6,386 | (11,506) | | |
| | | | | |
| VETERANS SERVICE OFFICER | | | | |
| 056600 VETERANS SERVICE OFFICER | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 69,947 | 18,758 | 71,519 | 71,519 |
| TOTAL REVENUES | 69,947 | 18,758 | 71,519 | 71,519 |
| | | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 105,099 | 70,066 | 140,602 | 138,423 |
| 5100 SERVICES & SUPPLIES | 4,178 | 5,104 | 18,543 | 14,826 |
| 5200 INTERNAL CHARGES | 10,526 | 8,538 | 14,144 | 20,040 |
| 5500 OTHER CHARGES | 119 | 7 | 2,000 | 2,000 |
| TOTAL EXPENDITURES | 119,922 | 83,715 | 175,289 | 175,289 |
| | | | | |
| 056600 NET COST | (49,975) | (64,957) | (103,770) | (103,770) |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

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| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| VETERANS SERVICE OFFICER NET COST | (49,975) | (64,957) | (103,770) | (103,770) |
| COUNTY ADMINISTRATIVE OFFICER NET COST | (3,997,050) | (3,674,250) | (7,300,254) | (7,236,393) |
| CAO CULTURAL SERVICES | | | | |
| ADVERTISING COUNTY RESOURCES | | | | |
| 011400 ADVERTISING COUNTY RESOURCES | | | | |
| REVENUES | | | | |
| TOTAL REVENUES | | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 16,431 | 23,504 | 71,307 | 71,307 |
| 5200 INTERNAL CHARGES | | | 2,000 | 2,000 |
| 5500 OTHER CHARGES | 62,576 | 83,025 | 234,326 | 234,326 |
| TOTAL EXPENDITURES | 79,007 | 106,529 | 307,633 | 307,633 |
| 011400 NET COST | (79,007) | (106,529) | (307,633) | (307,633) |
| ADVERTISING COUNTY RESOURCES NET COST | (79,007) | (106,529) | (307,633) | (307,633) |
| COUNTY LIBRARY | | | | |
| 066700 COUNTY LIBRARY | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 4,999 | | 188,336 | 195,121 |
| 4600 CHARGES FOR CURRENT SERVICES | 65 | 151 | 300 | 300 |
| 4800 OTHER FINANCING SOURCES | | | 25,000 | 25,000 |
| 4900 OTHER REVENUE | 2 | 516 | 3,550 | 3,550 |
| TOTAL REVENUES | 5,066 | 667 | 217,186 | 223,971 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 506,114 | 280,865 | 641,598 | 624,497 |
| 5100 SERVICES & SUPPLIES | 66,934 | 24,254 | 100,687 | 109,629 |
| 5200 INTERNAL CHARGES | 28,953 | 16,791 | 36,449 | 36,404 |
| 5500 OTHER CHARGES | | | | 16,600 |
| 5600 FIXED ASSETS | | 168,789 | 195,400 | 193,789 |
| TOTAL EXPENDITURES | 602,001 | 490,699 | 974,134 | 980,919 |
| 066700 NET COST | (596,935) | (490,032) | (756,948) | (756,948) |
| COUNTY LIBRARY NET COST | (596,935) | (490,032) | (756,948) | (756,948) |
| LAW LIBRARY | | | | |
| 022300 LAW LIBRARY | | | | |
| REVENUES | | | | |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|---------------------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 4200 FINES & FORFEITURES | 7,000 | | 7,000 | 7,000 |
| TOTAL REVENUES | 7,000 | | 7,000 | 7,000 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 14,378 | 2,802 | 27,397 | 27,397 |
| TOTAL EXPENDITURES | 14,378 | 2,802 | 27,397 | 27,397 |
| 022300 NET COST | (7,378) | (2,802) | (20,397) | (20,397) |
| LAW LIBRARY NET COST | (7,378) | (2,802) | (20,397) | (20,397) |
| MUSEUM | | | | |
| 077000 MUSEUM - GENERAL | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | | 7,500 | 7,500 |
| 4600 CHARGES FOR CURRENT SERVICES | 337 | 39 | 100 | 100 |
| 4800 OTHER FINANCING SOURCES | | | 20,000 | 20,000 |
| 4900 OTHER REVENUE | 15,728 | 12,315 | 38,500 | 38,500 |
| TOTAL REVENUES | 16,065 | 12,354 | 66,100 | 66,100 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 217,118 | 106,484 | 230,987 | 226,520 |
| 5100 SERVICES & SUPPLIES | 33,445 | 16,642 | 68,000 | 72,512 |
| 5200 INTERNAL CHARGES | 9,648 | 4,904 | 10,996 | 10,951 |
| TOTAL EXPENDITURES | 260,211 | 128,030 | 309,983 | 309,983 |
| 077000 NET COST | (244,146) | (115,676) | (243,883) | (243,883) |
| MUSEUM NET COST | (244,146) | (115,676) | (243,883) | (243,883) |
| CAO CULTURAL SERVICES NET COST | (927,466) | (715,039) | (1,328,861) | (1,328,861) |
| CORONER | | | | |
| CORONER | | | | |
| 023500 CORONER | | | | |
| REVENUES | | | | |
| 4600 CHARGES FOR CURRENT SERVICES | 38 | 68 | 150 | 150 |
| TOTAL REVENUES | 38 | 68 | 150 | 150 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 79,902 | 38,497 | 81,635 | 81,248 |
| 5100 SERVICES & SUPPLIES | 88,404 | 107,707 | 113,998 | 169,435 |
| 5200 INTERNAL CHARGES | 1,877 | 1,443 | 2,973 | 2,923 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|---------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| TOTAL EXPENDITURES | 170,183 | 147,647 | 198,606 | 253,606 |
| 023500 NET COST | (170,145) | (147,579) | (198,456) | (253,456) |
| CORONER NET COST | (170,145) | (147,579) | (198,456) | (253,456) |
| CORONER NET COST | (170,145) | (147,579) | (198,456) | (253,456) |

COUNTY CLERK

COUNTY CLERK

010300 COUNTY CLERK - GENERAL

REVENUES

| | | | | |
|-----------------------------------|---------|---------|---------|---------|
| 4050 TAXES - OTHER | 123,300 | 74,342 | 91,000 | 100,000 |
| 4100 LICENSES & PERMITS | 10,796 | 3,871 | 7,500 | 7,500 |
| 4600 CHARGES FOR CURRENT SERVICES | 96,679 | 46,144 | 61,500 | 71,500 |
| 4900 OTHER REVENUE | (250) | | | |
| TOTAL REVENUES | 230,525 | 124,357 | 160,000 | 179,000 |

EXPENDITURES

| | | | | |
|---------------------------|---------|---------|---------|---------|
| 5000 SALARIES & BENEFITS | 309,570 | 167,746 | 364,928 | 364,928 |
| 5100 SERVICES & SUPPLIES | 240 | 1,909 | 7,300 | 11,600 |
| 5200 INTERNAL CHARGES | 54,245 | 24,176 | 51,182 | 56,536 |
| TOTAL EXPENDITURES | 364,055 | 193,831 | 423,410 | 433,064 |

010300 NET COST (133,530) (69,474) (263,410) (254,064)

COUNTY CLERK NET COST (133,530) (69,474) (263,410) (254,064)

ELECTIONS

011000 ELECTIONS

REVENUES

| | | | | |
|-----------------------------------|--------|---------|---------|---------|
| 4400 AID FROM OTHER GOVT AGENCIES | 37,637 | 106,625 | 97,777 | 106,625 |
| 4600 CHARGES FOR CURRENT SERVICES | 13,633 | 1,472 | 10,300 | 12,500 |
| 4900 OTHER REVENUE | 3,171 | 209 | | 209 |
| TOTAL REVENUES | 54,441 | 108,306 | 108,077 | 119,334 |

EXPENDITURES

| | | | | |
|---------------------------|---------|---------|---------|---------|
| 5000 SALARIES & BENEFITS | 207,240 | 106,918 | 241,199 | 241,199 |
| 5100 SERVICES & SUPPLIES | 131,918 | 103,375 | 228,290 | 228,470 |
| 5200 INTERNAL CHARGES | 9,743 | 35,493 | 73,216 | 75,270 |
| 5800 OTHER FINANCING USES | 5,618 | | | |
| TOTAL EXPENDITURES | 354,519 | 245,786 | 542,705 | 544,939 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|------------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 011000 NET COST | (300,078) | (137,480) | (434,628) | (425,605) |
| ELECTIONS NET COST | (300,078) | (137,480) | (434,628) | (425,605) |
| COUNTY CLERK NET COST | (433,608) | (206,954) | (698,038) | (679,669) |

COUNTY COUNSEL

COUNTY COUNSEL

010700 COUNTY COUNSEL

REVENUES

| | | | | |
|-----------------------------------|----------------|---------------|----------------|----------------|
| 4600 CHARGES FOR CURRENT SERVICES | 224,085 | 47,254 | 336,201 | 391,201 |
| TOTAL REVENUES | 224,085 | 47,254 | 336,201 | 391,201 |

EXPENDITURES

| | | | | |
|---------------------------|----------------|----------------|------------------|------------------|
| 5000 SALARIES & BENEFITS | 709,280 | 377,692 | 748,534 | 748,534 |
| 5100 SERVICES & SUPPLIES | 149,134 | 263,193 | 339,239 | 394,214 |
| 5200 INTERNAL CHARGES | 126,277 | 24,832 | 59,242 | 59,267 |
| TOTAL EXPENDITURES | 984,691 | 665,717 | 1,147,015 | 1,202,015 |

| | | | | |
|------------------------|-----------|-----------|-----------|-----------|
| 010700 NET COST | (760,606) | (618,463) | (810,814) | (810,814) |
|------------------------|-----------|-----------|-----------|-----------|

| | | | | |
|--------------------------------|-----------|-----------|-----------|-----------|
| COUNTY COUNSEL NET COST | (760,606) | (618,463) | (810,814) | (810,814) |
|--------------------------------|-----------|-----------|-----------|-----------|

| | | | | |
|--------------------------------|-----------|-----------|-----------|-----------|
| COUNTY COUNSEL NET COST | (760,606) | (618,463) | (810,814) | (810,814) |
|--------------------------------|-----------|-----------|-----------|-----------|

DISTRICT ATTORNEY

DISTRICT ATTORNEY

022400 DISTRICT ATTORNEY

REVENUES

| | | | | |
|-----------------------------------|----------------|----------------|----------------|----------------|
| 4400 AID FROM OTHER GOVT AGENCIES | 186,877 | 72,131 | 197,144 | 197,144 |
| 4600 CHARGES FOR CURRENT SERVICES | 56,318 | 28,128 | 62,053 | 62,053 |
| 4800 OTHER FINANCING SOURCES | | | 10,000 | 10,000 |
| TOTAL REVENUES | 243,195 | 100,259 | 269,197 | 269,197 |

EXPENDITURES

| | | | | |
|---------------------------|------------------|----------------|------------------|------------------|
| 5000 SALARIES & BENEFITS | 999,554 | 558,666 | 1,096,230 | 1,096,230 |
| 5100 SERVICES & SUPPLIES | 54,789 | 50,497 | 99,047 | 97,836 |
| 5200 INTERNAL CHARGES | 76,424 | 32,946 | 72,602 | 73,813 |
| TOTAL EXPENDITURES | 1,130,767 | 642,109 | 1,267,879 | 1,267,879 |

| | | | | |
|------------------------|-----------|-----------|-----------|-----------|
| 022400 NET COST | (887,572) | (541,850) | (998,682) | (998,682) |
|------------------------|-----------|-----------|-----------|-----------|

022410 DISTRICT ATTORNEY - SAFETY

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|-----------------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| REVENUES | | | | |
| 4600 CHARGES FOR CURRENT SERVICES | 20,335 | 16,964 | 20,000 | 20,000 |
| TOTAL REVENUES | <u>20,335</u> | <u>16,964</u> | <u>20,000</u> | <u>20,000</u> |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 494,347 | 367,815 | 705,577 | 705,577 |
| 5200 INTERNAL CHARGES | 103,173 | 71,154 | 142,307 | 142,307 |
| TOTAL EXPENDITURES | <u>597,520</u> | <u>438,969</u> | <u>847,884</u> | <u>847,884</u> |
| 022410 NET COST | <u>(577,185)</u> | <u>(422,005)</u> | <u>(827,884)</u> | <u>(827,884)</u> |
| DISTRICT ATTORNEY NET COST | <u>(1,464,757)</u> | <u>(963,855)</u> | <u>(1,826,566)</u> | <u>(1,826,566)</u> |
| DISTRICT ATTORNEY NET COST | <u>(1,464,757)</u> | <u>(963,855)</u> | <u>(1,826,566)</u> | <u>(1,826,566)</u> |

ENVIRONMENTAL HEALTH

ENVIRONMENTAL HEALTH

045400 ENVIRONMENTAL HEALTH - GENERAL

REVENUES

| | | | | |
|-----------------------------------|----------------|----------------|----------------|----------------|
| 4100 LICENSES & PERMITS | 137,690 | 6,986 | 70,856 | 70,856 |
| 4400 AID FROM OTHER GOVT AGENCIES | 492,007 | 216,554 | 617,692 | 617,692 |
| 4600 CHARGES FOR CURRENT SERVICES | 260,411 | 70,151 | 308,384 | 252,098 |
| TOTAL REVENUES | <u>890,108</u> | <u>293,691</u> | <u>996,932</u> | <u>940,646</u> |

EXPENDITURES

| | | | | |
|---------------------------|------------------|----------------|------------------|------------------|
| 5000 SALARIES & BENEFITS | 812,583 | 397,910 | 1,057,319 | 1,000,340 |
| 5100 SERVICES & SUPPLIES | 176,130 | 120,041 | 153,890 | 154,388 |
| 5200 INTERNAL CHARGES | 157,548 | 70,973 | 162,575 | 162,770 |
| TOTAL EXPENDITURES | <u>1,146,261</u> | <u>588,924</u> | <u>1,373,784</u> | <u>1,317,498</u> |

045400 NET COST (256,153) (295,233) (376,852) (376,852)

ENVIRONMENTAL HEALTH NET COST (256,153) (295,233) (376,852) (376,852)

ENVIRONMENTAL HEALTH NET COST (256,153) (295,233) (376,852) (376,852)

FARM ADVISOR

FARM ADVISOR

066800 FARM ADVISOR

REVENUES

| | | | | |
|-----------------------------------|---------------|---------------|---------------|---------------|
| 4400 AID FROM OTHER GOVT AGENCIES | 44,925 | 47,777 | 48,329 | 48,329 |
| TOTAL REVENUES | <u>44,925</u> | <u>47,777</u> | <u>48,329</u> | <u>48,329</u> |

EXPENDITURES

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 **RUN DATE:** 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|------------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 5000 SALARIES & BENEFITS | 74,028 | 42,913 | 76,537 | 76,731 |
| 5100 SERVICES & SUPPLIES | 16,762 | 8,123 | 18,699 | 18,504 |
| 5200 INTERNAL CHARGES | 52,539 | 25,823 | 62,254 | 62,255 |
| TOTAL EXPENDITURES | 143,329 | 76,859 | 157,490 | 157,490 |
| 066800 NET COST | (98,404) | (29,082) | (109,161) | (109,161) |
| FARM ADVISOR NET COST | (98,404) | (29,082) | (109,161) | (109,161) |
| FARM ADVISOR NET COST | (98,404) | (29,082) | (109,161) | (109,161) |

HEALTH & HUMAN SERVICES

AID TO FAMILIES-DEPENDENT CHLD

056300 TANF (AFDC)

REVENUES

| | | | | |
|-----------------------------------|---------|--------|---------|---------|
| 4400 AID FROM OTHER GOVT AGENCIES | 595,794 | 56,444 | 725,000 | 724,288 |
| 4900 OTHER REVENUE | 4,421 | 712 | | 712 |
| TOTAL REVENUES | 600,215 | 57,156 | 725,000 | 725,000 |

EXPENDITURES

| | | | | |
|---------------------------|---------|---------|---------|---------|
| 5500 OTHER CHARGES | 600,214 | 321,538 | 725,000 | 725,000 |
| TOTAL EXPENDITURES | 600,214 | 321,538 | 725,000 | 725,000 |

056300 NET COST 1 (264,382)

AID TO FAMILIES-DEPENDENT CHLD NET COST 1 (264,382)

COMMUNITY MENTAL HEALTH

045200 COMMUNITY MENTAL HEALTH

REVENUES

| | | | | |
|-----------------------------------|-----------|-----------|-----------|-----------|
| 4350 REV USE OF MONEY & PROPERTY | 51,620 | 28,471 | 60,000 | 60,000 |
| 4400 AID FROM OTHER GOVT AGENCIES | 3,929,506 | 1,563,579 | 3,751,844 | 3,613,703 |
| 4600 CHARGES FOR CURRENT SERVICES | 1,267,616 | 748,324 | 1,407,442 | 1,410,982 |
| 4800 OTHER FINANCING SOURCES | 3,318 | 46,534 | 1,591,039 | 1,805,931 |
| TOTAL REVENUES | 5,252,060 | 2,386,908 | 6,810,325 | 6,890,616 |

EXPENDITURES

| | | | | |
|---------------------------|-----------|-----------|-----------|-----------|
| 5000 SALARIES & BENEFITS | 3,995,048 | 2,197,939 | 4,566,804 | 4,566,804 |
| 5100 SERVICES & SUPPLIES | 557,658 | 499,717 | 946,679 | 1,026,970 |
| 5200 INTERNAL CHARGES | 1,226,240 | 484,298 | 1,053,806 | 1,053,806 |
| 5500 OTHER CHARGES | 125,833 | 147,776 | 242,001 | 242,001 |
| 5800 OTHER FINANCING USES | 199,307 | | 27,000 | 27,000 |
| TOTAL EXPENDITURES | 6,104,086 | 3,329,730 | 6,836,290 | 6,916,581 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 045200 NET COST | (852,026) | (942,822) | (25,965) | (25,965) |
| COMMUNITY MENTAL HEALTH NET COST | (852,026) | (942,822) | (25,965) | (25,965) |
| CRIPPLED CHILDREN SERVICE | | | | |
| 045500 CALIFORNIA CHILDREN SERVICE | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 22,542 | 2,959 | 21,417 | 21,417 |
| TOTAL REVENUES | 22,542 | 2,959 | 21,417 | 21,417 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 6,484 | 6,483 | 11,427 | 11,427 |
| 5100 SERVICES & SUPPLIES | 18,808 | | 9,886 | 9,886 |
| 5200 INTERNAL CHARGES | 210 | 53 | 104 | 104 |
| TOTAL EXPENDITURES | 25,502 | 6,536 | 21,417 | 21,417 |
| 045500 NET COST | (2,960) | (3,577) | | |
| 045501 CALIFORNIA CHILD SERVICE-ADMIN | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 81,616 | 18,666 | 179,616 | 179,616 |
| TOTAL REVENUES | 81,616 | 18,666 | 179,616 | 179,616 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 66,908 | 45,191 | 85,179 | 85,179 |
| 5100 SERVICES & SUPPLIES | 1,565 | 761 | 72,747 | 72,747 |
| 5200 INTERNAL CHARGES | 2,205 | 6,701 | 14,190 | 14,190 |
| 5500 OTHER CHARGES | 4,503 | 842 | 7,500 | 7,500 |
| TOTAL EXPENDITURES | 75,181 | 53,495 | 179,616 | 179,616 |
| 045501 NET COST | 6,435 | (34,829) | | |
| CRIPPLED CHILDREN SERVICE NET COST | 3,475 | (38,406) | | |
| ESAAA | | | | |
| 056100 INYO COUNTY GOLD | | | | |
| REVENUES | | | | |
| 4300 RENTS & LEASES | | | 100 | 100 |
| 4350 REV USE OF MONEY & PROPERTY | (294) | 300 | 850 | 850 |
| 4600 CHARGES FOR CURRENT SERVICES | 21,787 | 17,288 | 85,000 | 85,000 |
| 4800 OTHER FINANCING SOURCES | | | 3,000 | 3,000 |
| 4900 OTHER REVENUE | 144 | | | |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|-------------------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| TOTAL REVENUES | 21,637 | 17,588 | 88,950 | 88,950 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 159,264 | 100,903 | 217,572 | 217,572 |
| 5100 SERVICES & SUPPLIES | 82,756 | 64,707 | 91,354 | 91,354 |
| 5200 INTERNAL CHARGES | 48,365 | 11,898 | 46,219 | 46,219 |
| 5800 OTHER FINANCING USES | 94,950 | | 39,375 | 39,375 |
| TOTAL EXPENDITURES | 385,335 | 177,508 | 394,520 | 394,520 |
| 056100 NET COST | (363,698) | (159,920) | (305,570) | (305,570) |
| ESAAA NET COST | (363,698) | (159,920) | (305,570) | (305,570) |
| FOSTER CARE | | | | |
| 056400 FOSTER CARE - GENERAL | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 622,573 | 190,968 | 600,000 | 699,497 |
| 4900 OTHER REVENUE | 4,334 | 503 | | 503 |
| TOTAL REVENUES | 626,907 | 191,471 | 600,000 | 700,000 |
| EXPENDITURES | | | | |
| 5500 OTHER CHARGES | 626,907 | 404,210 | 600,000 | 700,000 |
| TOTAL EXPENDITURES | 626,907 | 404,210 | 600,000 | 700,000 |
| 056400 NET COST | | (212,739) | | |
| FOSTER CARE NET COST | | (212,739) | | |
| GENERAL RELIEF | | | | |
| 056500 GENERAL RELIEF | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 37,141 | | | |
| 4800 OTHER FINANCING SOURCES | 532 | 586 | 532 | 532 |
| TOTAL REVENUES | 37,673 | 586 | 532 | 532 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 28,265 | 5,626 | 30,000 | 30,000 |
| 5500 OTHER CHARGES | 94,168 | 42,356 | 145,000 | 145,000 |
| TOTAL EXPENDITURES | 122,433 | 47,982 | 175,000 | 175,000 |
| 056500 NET COST | (84,760) | (47,396) | (174,468) | (174,468) |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| GENERAL RELIEF NET COST | (84,760) | (47,396) | (174,468) | (174,468) |
| HEALTH | | | | |
| 045100 HEALTH - GENERAL | | | | |
| REVENUES | | | | |
| 4100 LICENSES & PERMITS | 750 | 338 | 605 | 605 |
| 4200 FINES & FORFEITURES | 53 | | 10,000 | 10,000 |
| 4400 AID FROM OTHER GOVT AGENCIES | 1,357,751 | 655,155 | 1,466,114 | 1,469,574 |
| 4600 CHARGES FOR CURRENT SERVICES | 280,711 | 10,469 | 342,896 | 342,896 |
| 4800 OTHER FINANCING SOURCES | 253,290 | 26 | 990,451 | 990,451 |
| TOTAL REVENUES | 1,892,555 | 665,988 | 2,810,066 | 2,813,526 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 1,524,178 | 715,067 | 1,765,938 | 1,767,421 |
| 5100 SERVICES & SUPPLIES | 472,215 | 263,268 | 881,016 | 881,149 |
| 5200 INTERNAL CHARGES | 423,082 | 181,920 | 407,927 | 409,771 |
| 5500 OTHER CHARGES | 47,893 | 772 | 95,000 | 95,000 |
| 5800 OTHER FINANCING USES | 100,817 | | | |
| TOTAL EXPENDITURES | 2,568,185 | 1,161,027 | 3,149,881 | 3,153,341 |
| 045100 NET COST | (675,630) | (495,039) | (339,815) | (339,815) |
| 045102 CHILD HLTH AND DISABILITY PREV | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 35,249 | 17,719 | 51,906 | 51,906 |
| TOTAL REVENUES | 35,249 | 17,719 | 51,906 | 51,906 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 39,525 | 16,981 | 41,757 | 41,757 |
| 5100 SERVICES & SUPPLIES | 2,157 | 268 | 7,741 | 7,741 |
| 5200 INTERNAL CHARGES | 2,296 | 919 | 2,408 | 2,408 |
| TOTAL EXPENDITURES | 43,978 | 18,168 | 51,906 | 51,906 |
| 045102 NET COST | (8,729) | (449) | | |
| HEALTH NET COST | (684,359) | (495,488) | (339,815) | (339,815) |
| SOCIAL SERVICE | | | | |
| 055800 SOCIAL SERVICES - GENERAL | | | | |
| REVENUES | | | | |
| 4200 FINES & FORFEITURES | | 91,368 | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 6,709,779 | 2,488,181 | 7,949,721 | 8,218,826 |
| 4900 OTHER REVENUE | | 53 | | 53 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| TOTAL REVENUES | 6,709,779 | 2,579,602 | 7,949,721 | 8,218,879 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 4,318,408 | 2,461,318 | 4,988,817 | 4,989,017 |
| 5100 SERVICES & SUPPLIES | 710,446 | 427,782 | 1,164,257 | 1,202,116 |
| 5200 INTERNAL CHARGES | 1,465,331 | 526,241 | 1,095,753 | 1,096,790 |
| 5500 OTHER CHARGES | 537,898 | 163,182 | 639,320 | 645,710 |
| 5800 OTHER FINANCING USES | 316,134 | 85,117 | 214,230 | 437,902 |
| TOTAL EXPENDITURES | 7,348,217 | 3,663,640 | 8,102,377 | 8,371,535 |
| 055800 NET COST | (638,438) | (1,084,038) | (152,656) | (152,656) |
| SOCIAL SERVICE NET COST | (638,438) | (1,084,038) | (152,656) | (152,656) |
| HEALTH & HUMAN SERVICES NET COST | (2,619,805) | (3,245,191) | (998,474) | (998,474) |

PERSONNEL

PERSONNEL

| | | | | |
|--|-------------|-----------|-------------|-------------|
| 011600 INSURANCE, RETIREMENT, OASDI | | | | |
| REVENUES | | | | |
| 4600 CHARGES FOR CURRENT SERVICES | 1,264,573 | 660,670 | 1,423,434 | 1,423,434 |
| TOTAL REVENUES | 1,264,573 | 660,670 | 1,423,434 | 1,423,434 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 2,815,068 | 1,401,344 | 3,129,923 | 3,129,923 |
| 5100 SERVICES & SUPPLIES | 164,798 | 170,491 | 222,000 | 222,000 |
| TOTAL EXPENDITURES | 2,979,866 | 1,571,835 | 3,351,923 | 3,351,923 |
| 011600 NET COST | (1,715,293) | (911,165) | (1,928,489) | (1,928,489) |
| PERSONNEL NET COST | (1,715,293) | (911,165) | (1,928,489) | (1,928,489) |
| PERSONNEL NET COST | (1,715,293) | (911,165) | (1,928,489) | (1,928,489) |

PLANNING

PLANNING AND ZONING

| | | | | |
|-------------------------------------|--------|--------|---------|---------|
| 023800 PLANNING & ZONING | | | | |
| REVENUES | | | | |
| 4100 LICENSES & PERMITS | 29,524 | 22,500 | 14,000 | 14,000 |
| 4400 AID FROM OTHER GOVT AGENCIES | 11,629 | | 346,517 | 346,517 |
| 4600 CHARGES FOR CURRENT SERVICES | 47,115 | 11,934 | 124,174 | 124,174 |
| TOTAL REVENUES | 88,268 | 34,434 | 484,691 | 484,691 |
| EXPENDITURES | | | | |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|-------------------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 5000 SALARIES & BENEFITS | 564,677 | 290,640 | 667,938 | 667,938 |
| 5100 SERVICES & SUPPLIES | 72,088 | 142,102 | 555,135 | 555,008 |
| 5200 INTERNAL CHARGES | 29,124 | 14,102 | 47,993 | 48,120 |
| TOTAL EXPENDITURES | 665,889 | 446,844 | 1,271,066 | 1,271,066 |
| 023800 NET COST | (577,621) | (412,410) | (786,375) | (786,375) |
| PLANNING AND ZONING NET COST | (577,621) | (412,410) | (786,375) | (786,375) |
| PLANNING NET COST | (577,621) | (412,410) | (786,375) | (786,375) |

PROBATION

JUVENILE INSTITUTIONS

023100 JUVENILE INSTITUTIONS

REVENUES

| | | | | |
|-----------------------------------|---------|---------|-----------|-----------|
| 4400 AID FROM OTHER GOVT AGENCIES | 645,317 | 334,683 | 1,040,765 | 1,040,765 |
| 4600 CHARGES FOR CURRENT SERVICES | 1,674 | | | |
| 4800 OTHER FINANCING SOURCES | 47,442 | | 7,242 | 7,242 |
| 4900 OTHER REVENUE | 82 | | | |
| TOTAL REVENUES | 694,515 | 334,683 | 1,048,007 | 1,048,007 |

EXPENDITURES

| | | | | |
|---------------------------|-----------|---------|-----------|-----------|
| 5000 SALARIES & BENEFITS | 1,185,659 | 624,165 | 1,408,403 | 1,408,403 |
| 5100 SERVICES & SUPPLIES | 77,581 | 65,434 | 207,596 | 206,664 |
| 5200 INTERNAL CHARGES | 70,764 | 39,632 | 95,246 | 96,178 |
| 5500 OTHER CHARGES | | | 27,000 | 27,000 |
| 5600 FIXED ASSETS | | | 6,500 | 6,500 |
| TOTAL EXPENDITURES | 1,334,004 | 729,231 | 1,744,745 | 1,744,745 |

023100 NET COST (639,489) (394,548) (696,738) (696,738)

023101 OUT OF COUNTY-JUVENILE HALL

EXPENDITURES

| | | | | |
|---------------------------|---------|--------|---------|---------|
| 5000 SALARIES & BENEFITS | 71,207 | 42,402 | 115,000 | 115,000 |
| 5100 SERVICES & SUPPLIES | 99,097 | 36,762 | 142,000 | 142,000 |
| 5200 INTERNAL CHARGES | 8,152 | 376 | 12,000 | 12,000 |
| TOTAL EXPENDITURES | 178,456 | 79,540 | 269,000 | 269,000 |

023101 NET COST (178,456) (79,540) (269,000) (269,000)

JUVENILE INSTITUTIONS NET COST (817,945) (474,088) (965,738) (965,738)

PROBATION

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--------------------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 023000 PROBATION - GENERAL | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 507,939 | 178,416 | 503,266 | 503,266 |
| 4600 CHARGES FOR CURRENT SERVICES | 190,954 | 66,276 | 357,277 | 357,277 |
| 4900 OTHER REVENUE | 92 | | | |
| TOTAL REVENUES | 698,985 | 244,692 | 860,543 | 860,543 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 1,031,664 | 563,604 | 1,234,190 | 1,234,190 |
| 5100 SERVICES & SUPPLIES | 206,723 | 157,470 | 305,552 | 304,704 |
| 5200 INTERNAL CHARGES | 99,665 | 99,341 | 213,052 | 213,900 |
| 5800 OTHER FINANCING USES | 96,481 | | | |
| TOTAL EXPENDITURES | 1,434,533 | 820,415 | 1,752,794 | 1,752,794 |
| 023000 NET COST | (735,548) | (575,723) | (892,251) | (892,251) |
| PROBATION NET COST | (735,548) | (575,723) | (892,251) | (892,251) |
| PROBATION NET COST | (1,553,493) | (1,049,811) | (1,857,989) | (1,857,989) |
| PUBLIC ADMINISTRATOR | | | | |
| PUBLIC ADMINISTRATOR | | | | |
| 023600 PUBLIC ADMINISTRATOR | | | | |
| REVENUES | | | | |
| 4600 CHARGES FOR CURRENT SERVICES | 5,250 | | 8,000 | 8,000 |
| TOTAL REVENUES | 5,250 | | 8,000 | 8,000 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 201,217 | 138,586 | 257,278 | 279,203 |
| 5100 SERVICES & SUPPLIES | 8,812 | 8,265 | 15,820 | 13,158 |
| 5200 INTERNAL CHARGES | 11,535 | 7,451 | 15,034 | 19,156 |
| TOTAL EXPENDITURES | 221,564 | 154,302 | 288,132 | 311,517 |
| 023600 NET COST | (216,314) | (154,302) | (280,132) | (303,517) |
| PUBLIC ADMINISTRATOR NET COST | (216,314) | (154,302) | (280,132) | (303,517) |
| PUBLIC ADMINISTRATOR NET COST | (216,314) | (154,302) | (280,132) | (303,517) |
| PUBLIC WORKS | | | | |
| BUILDING & SAFETY | | | | |
| 023200 BUILDING & SAFETY | | | | |
| REVENUES | | | | |
| 4100 LICENSES & PERMITS | 366,431 | 147,884 | 323,500 | 323,500 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 4600 CHARGES FOR CURRENT SERVICES | 60,000 | 15,000 | 60,000 | 60,000 |
| 4900 OTHER REVENUE | 104 | | 150 | 150 |
| TOTAL REVENUES | 426,535 | 162,884 | 383,650 | 383,650 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 327,972 | 176,273 | 355,217 | 355,217 |
| 5100 SERVICES & SUPPLIES | 14,420 | 4,394 | 34,141 | 34,141 |
| 5200 INTERNAL CHARGES | 36,330 | 20,004 | 43,859 | 43,859 |
| TOTAL EXPENDITURES | 378,722 | 200,671 | 433,217 | 433,217 |
| 023200 NET COST | 47,813 | (37,787) | (49,567) | (49,567) |
| BUILDING & SAFETY NET COST | 47,813 | (37,787) | (49,567) | (49,567) |
| MAINTENANCE-BUILDINGS & GROUND | | | | |
| 011100 MAINTENANCE-BUILDING & GROUNDS | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | | | 12 | 12 |
| 4600 CHARGES FOR CURRENT SERVICES | 368,969 | 110,984 | 395,494 | 424,288 |
| 4800 OTHER FINANCING SOURCES | 4,930 | | 17,000 | 17,000 |
| TOTAL REVENUES | 373,899 | 110,984 | 412,506 | 441,300 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 770,836 | 430,191 | 883,246 | 883,246 |
| 5100 SERVICES & SUPPLIES | 759,032 | 374,712 | 687,091 | 715,885 |
| 5200 INTERNAL CHARGES | 102,747 | 39,950 | 112,039 | 112,039 |
| 5550 DEBT SERVICE PRINCIPAL | 68,246 | 34,372 | 68,931 | 68,931 |
| 5560 DEBT SERVICE INTEREST | 5,854 | 2,678 | 5,170 | 5,170 |
| TOTAL EXPENDITURES | 1,706,715 | 881,903 | 1,756,477 | 1,785,271 |
| 011100 NET COST | (1,332,816) | (770,919) | (1,343,971) | (1,343,971) |
| MAINTENANCE-BUILDINGS & GROUND NET COST | (1,332,816) | (770,919) | (1,343,971) | (1,343,971) |
| PARKS AND RECREATION | | | | |
| 076999 PARKS & RECREATION | | | | |
| REVENUES | | | | |
| 4300 RENTS & LEASES | 15,027 | 5,000 | 14,500 | 14,500 |
| 4350 REV USE OF MONEY & PROPERTY | 1,885 | 980 | 1,968 | 1,968 |
| 4400 AID FROM OTHER GOVT AGENCIES | 183,521 | 179,060 | 189,560 | 189,560 |
| 4600 CHARGES FOR CURRENT SERVICES | 439,830 | 176,528 | 339,500 | 339,500 |
| 4800 OTHER FINANCING SOURCES | | | | 4,950 |
| 4900 OTHER REVENUE | 319 | 104 | 500 | 500 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| TOTAL REVENUES | 640,582 | 361,672 | 546,028 | 550,978 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 413,750 | 265,676 | 540,178 | 540,178 |
| 5100 SERVICES & SUPPLIES | 306,520 | 197,657 | 477,283 | 477,273 |
| 5200 INTERNAL CHARGES | 111,740 | 104,558 | 209,472 | 209,482 |
| 5500 OTHER CHARGES | 27,510 | | 85,000 | 89,950 |
| 5600 FIXED ASSETS | 76,980 | | 130,000 | 130,000 |
| 5800 OTHER FINANCING USES | 40,000 | | | |
| TOTAL EXPENDITURES | 976,500 | 567,891 | 1,441,933 | 1,446,883 |
| 076999 NET COST | (335,918) | (206,219) | (895,905) | (895,905) |
| PARKS AND RECREATION NET COST | (335,918) | (206,219) | (895,905) | (895,905) |
| PUBLIC WORKS | | | | |
| 011500 PUBLIC WORKS | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | | 65 | | |
| 4600 CHARGES FOR CURRENT SERVICES | 350,086 | 61,557 | 332,100 | 332,100 |
| 4900 OTHER REVENUE | 65 | | | |
| TOTAL REVENUES | 350,151 | 61,622 | 332,100 | 332,100 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 662,584 | 299,075 | 567,119 | 567,119 |
| 5100 SERVICES & SUPPLIES | 3,342 | 2,896 | 128,045 | 128,531 |
| 5200 INTERNAL CHARGES | 47,005 | 14,531 | 33,198 | 32,712 |
| TOTAL EXPENDITURES | 712,931 | 316,502 | 728,362 | 728,362 |
| 011500 NET COST | (362,780) | (254,880) | (396,262) | (396,262) |
| PUBLIC WORKS NET COST | (362,780) | (254,880) | (396,262) | (396,262) |
| PUBLIC WORKS NET COST | (1,983,701) | (1,269,805) | (2,685,705) | (2,685,705) |
| SHERIFF | | | | |
| ANIMAL CONTROL | | | | |
| 023900 ANIMAL CONTROL - GENERAL | | | | |
| REVENUES | | | | |
| 4100 LICENSES & PERMITS | 9,524 | 2,453 | 30,000 | 30,000 |
| 4200 FINES & FORFEITURES | 6,163 | 2,040 | 6,000 | 6,000 |
| 4400 AID FROM OTHER GOVT AGENCIES | 276,358 | 132,752 | 343,196 | 343,196 |
| TOTAL REVENUES | 292,045 | 137,245 | 379,196 | 379,196 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 560,654 | 304,036 | 589,081 | 586,676 |
| 5100 SERVICES & SUPPLIES | 44,535 | 41,235 | 78,975 | 78,447 |
| 5200 INTERNAL CHARGES | 108,861 | 40,289 | 111,048 | 113,981 |
| TOTAL EXPENDITURES | 714,050 | 385,560 | 779,104 | 779,104 |
| 023900 NET COST | (422,005) | (248,315) | (399,908) | (399,908) |
| ANIMAL CONTROL NET COST | (422,005) | (248,315) | (399,908) | (399,908) |
| JAIL | | | | |
| 022701 KITCHEN SERVICES | | | | |
| REVENUES | | | | |
| TOTAL REVENUES | | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 386,962 | 219,690 | 414,128 | 414,128 |
| 5100 SERVICES & SUPPLIES | 419,822 | 144,384 | 412,910 | 412,910 |
| 5200 INTERNAL CHARGES | 6,733 | 4,820 | 9,639 | 9,639 |
| TOTAL EXPENDITURES | 813,517 | 368,894 | 836,677 | 836,677 |
| 022701 NET COST | (813,517) | (368,894) | (836,677) | (836,677) |
| 022900 JAIL - GENERAL | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 953,472 | 215,505 | 873,165 | 873,165 |
| 4600 CHARGES FOR CURRENT SERVICES | 59,785 | 1,289 | 258,000 | 258,000 |
| 4800 OTHER FINANCING SOURCES | 23,570 | | 33,777 | 33,777 |
| 4900 OTHER REVENUE | 400 | | 2,000 | 2,000 |
| TOTAL REVENUES | 1,037,227 | 216,794 | 1,166,942 | 1,166,942 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 2,405,122 | 1,293,214 | 2,774,781 | 2,761,775 |
| 5100 SERVICES & SUPPLIES | 177,959 | 96,986 | 226,315 | 239,315 |
| 5200 INTERNAL CHARGES | 436,434 | 116,464 | 237,376 | 237,382 |
| 5600 FIXED ASSETS | 17,614 | | 6,500 | 6,500 |
| TOTAL EXPENDITURES | 3,037,129 | 1,506,664 | 3,244,972 | 3,244,972 |
| 022900 NET COST | (1,999,902) | (1,289,870) | (2,078,030) | (2,078,030) |
| 022910 JAIL - SAFETY PERSONNEL | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 315,291 | | 300,000 | 300,000 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--------------------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 4600 CHARGES FOR CURRENT SERVICES | 1,982 | | 4,000 | 4,000 |
| TOTAL REVENUES | 317,273 | | 304,000 | 304,000 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 1,729,197 | 1,027,644 | 1,903,952 | 1,903,952 |
| 5100 SERVICES & SUPPLIES | 431 | 150 | 500 | 500 |
| 5200 INTERNAL CHARGES | 38,656 | 19,275 | 38,551 | 38,551 |
| TOTAL EXPENDITURES | 1,768,284 | 1,047,069 | 1,943,003 | 1,943,003 |
| 022910 NET COST | (1,451,011) | (1,047,069) | (1,639,003) | (1,639,003) |
| 022920 JAIL - STC | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 7,313 | 2,434 | 15,600 | 16,224 |
| TOTAL REVENUES | 7,313 | 2,434 | 15,600 | 16,224 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 6,072 | 15,605 | 16,000 | 16,624 |
| TOTAL EXPENDITURES | 6,072 | 15,605 | 16,000 | 16,624 |
| 022920 NET COST | 1,241 | (13,171) | (400) | (400) |
| 022950 JAIL - CAD RMS PROJECT | | | | |
| REVENUES | | | | |
| 4800 OTHER FINANCING SOURCES | 25,521 | | 50,936 | 50,936 |
| TOTAL REVENUES | 25,521 | | 50,936 | 50,936 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 23,736 | 50,936 | 75,936 | 75,936 |
| TOTAL EXPENDITURES | 23,736 | 50,936 | 75,936 | 75,936 |
| 022950 NET COST | 1,785 | (50,936) | (25,000) | (25,000) |
| JAIL NET COST | (4,261,404) | (2,769,940) | (4,579,110) | (4,579,110) |
| SHERIFF | | | | |
| 022700 SHERIFF - GENERAL | | | | |
| REVENUES | | | | |
| 4100 LICENSES & PERMITS | 19,111 | 3,829 | 16,510 | 16,510 |
| 4200 FINES & FORFEITURES | 199 | 312 | 200 | 200 |
| 4400 AID FROM OTHER GOVT AGENCIES | 814,783 | 280,326 | 1,010,500 | 1,021,059 |
| 4600 CHARGES FOR CURRENT SERVICES | 34,710 | 3,449 | 390,769 | 390,769 |
| 4800 OTHER FINANCING SOURCES | 64,796 | | | |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 **RUN DATE:** 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 4900 OTHER REVENUE | 1,694 | 7,186 | | |
| TOTAL REVENUES | 935,293 | 295,102 | 1,417,979 | 1,428,538 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 1,177,193 | 677,530 | 1,323,483 | 1,308,174 |
| 5100 SERVICES & SUPPLIES | 453,822 | 425,881 | 743,687 | 769,246 |
| 5200 INTERNAL CHARGES | 892,653 | 335,504 | 926,105 | 926,413 |
| 5600 FIXED ASSETS | | 186,990 | 186,989 | 186,990 |
| TOTAL EXPENDITURES | 2,523,668 | 1,625,905 | 3,180,264 | 3,190,823 |
| 022700 NET COST | (1,588,375) | (1,330,803) | (1,762,285) | (1,762,285) |
| 022706 JAIL SECURITY PROJECT | | | | |
| REVENUES | | | | |
| 4800 OTHER FINANCING SOURCES | 14,010 | | 19,844 | 19,844 |
| TOTAL REVENUES | 14,010 | | 19,844 | 19,844 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 14,010 | 1,084 | 19,844 | 19,844 |
| TOTAL EXPENDITURES | 14,010 | 1,084 | 19,844 | 19,844 |
| 022706 NET COST | | (1,084) | | |
| 022710 SHERIFF - SAFETY PERSONNEL | | | | |
| REVENUES | | | | |
| 4600 CHARGES FOR CURRENT SERVICES | 39,076 | | 65,000 | 65,000 |
| TOTAL REVENUES | 39,076 | | 65,000 | 65,000 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 5,177,567 | 2,968,993 | 5,659,078 | 5,658,578 |
| 5100 SERVICES & SUPPLIES | 320 | 339 | 500 | 1,000 |
| 5200 INTERNAL CHARGES | 126,289 | 121,973 | 243,946 | 243,946 |
| TOTAL EXPENDITURES | 5,304,176 | 3,091,305 | 5,903,524 | 5,903,524 |
| 022710 NET COST | (5,265,100) | (3,091,305) | (5,838,524) | (5,838,524) |
| 056610 RAN | | | | |
| REVENUES | | | | |
| 4200 FINES & FORFEITURES | 28,457 | 9,965 | 84,186 | 84,186 |
| TOTAL REVENUES | 28,457 | 9,965 | 84,186 | 84,186 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 34,209 | 32,807 | 61,224 | 61,224 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 5600 FIXED ASSETS | | 32,000 | 32,000 | 32,000 |
| TOTAL EXPENDITURES | 34,209 | 64,807 | 93,224 | 93,224 |
| 056610 NET COST | (5,752) | (54,842) | (9,038) | (9,038) |
| SHERIFF NET COST | (6,859,227) | (4,478,034) | (7,609,847) | (7,609,847) |
| VETERANS SERVICE OFFICER | | | | |
| 056605 DNA | | | | |
| REVENUES | | | | |
| 4200 FINES & FORFEITURES | | | 10,000 | 10,000 |
| TOTAL REVENUES | | | 10,000 | 10,000 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | 1,000 | 10,000 | 10,000 |
| TOTAL EXPENDITURES | | 1,000 | 10,000 | 10,000 |
| 056605 NET COST | | (1,000) | | |
| VETERANS SERVICE OFFICER NET COST | | (1,000) | | |
| SHERIFF NET COST | (11,542,636) | (7,497,289) | (12,588,865) | (12,588,865) |
| TREASURER | | | | |
| TREASURER/TAX COLLECTOR | | | | |
| 010500 TTC GENERAL | | | | |
| REVENUES | | | | |
| 4600 CHARGES FOR CURRENT SERVICES | 368,338 | 116,635 | 864,596 | 864,596 |
| 4800 OTHER FINANCING SOURCES | | | 28,000 | 28,000 |
| 4900 OTHER REVENUE | 3,470 | 1,590 | 2,200 | 2,200 |
| TOTAL REVENUES | 371,808 | 118,225 | 894,796 | 894,796 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 552,373 | 325,575 | 695,551 | 695,440 |
| 5100 SERVICES & SUPPLIES | 86,692 | 41,237 | 146,180 | 146,180 |
| 5200 INTERNAL CHARGES | 32,564 | 17,535 | 47,415 | 47,526 |
| TOTAL EXPENDITURES | 671,629 | 384,347 | 889,146 | 889,146 |
| 010500 NET COST | (299,821) | (266,122) | 5,650 | 5,650 |
| TREASURER/TAX COLLECTOR NET COST | (299,821) | (266,122) | 5,650 | 5,650 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|-----------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| TREASURER NET COST | (299,821) | (266,122) | 5,650 | 5,650 |
| TRIAL COURT | | | | |
| GRAND JURY | | | | |
| 022000 GRAND JURY | | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 5,217 | 7,106 | 23,760 | 23,760 |
| 5200 INTERNAL CHARGES | 200 | 50 | 600 | 600 |
| TOTAL EXPENDITURES | 5,417 | 7,156 | 24,360 | 24,360 |
| 022000 NET COST | (5,417) | (7,156) | (24,360) | (24,360) |
| GRAND JURY NET COST | (5,417) | (7,156) | (24,360) | (24,360) |
| TRIAL COURT NET COST | (5,417) | (7,156) | (24,360) | (24,360) |
| TOTAL NET COST | (218,175) | (11,652,899) | (6,803,771) | (6,803,771) |

County of Inyo

BUD023 - Income Statement - Non-General Fund
Mid-Year FY 2021-22

Run Date: 02/14/2022

| | % of Budget | Mid-Year Budget | Actual as of 12/31/21 | % of Actual to Budget | YTD as of 12/31/20 |
|--|---------------|---------------------|--------------------------|--------------------------|-----------------------|
| REVENUES BY TYPE | | | | | |
| TAXES - PROPERTY | 0.1% | 80,510 | 6,942 | 8.6% | 77,533 |
| TAXES - SALES | 3.5% | 1,663,131 | 995,139 | 59.8% | 550,333 |
| LICENSES & PERMITS | 1.0% | 495,000 | 132,945 | 26.8% | 133,670 |
| FINES & FORFEITURES | 0.0% | 6,000 | 1,750 | 29.1% | 3,124 |
| RENTS & LEASES | 0.6% | 324,836 | 171,768 | 52.8% | 124,743 |
| REV USE OF MONEY & PROPERTY | 0.5% | 263,571 | 60,423 | 22.9% | 103,647 |
| AID FROM OTHER GOVT AGENCIES | 59.0% | 27,509,583 | 10,711,554 | 38.9% | 14,255,110 |
| CHARGES FOR CURRENT SERVICES | 22.0% | 10,259,095 | 3,872,724 | 37.7% | 3,704,747 |
| OTHER FINANCING SOURCES | 12.7% | 5,943,566 | 1,547,512 | 26.0% | 725,161 |
| OTHER REVENUE | 0.1% | 50,200 | 159,475 | 317.6% | 19,117 |
| Total Revenues by Type | 100.0% | 46,595,492 | 17,660,236 | 37.9% | 19,697,191 |
| EXPENDITURES BY OBJECT CATEGORY | | | | | |
| SALARIES & BENEFITS | 23.0% | 14,571,871 | 6,506,198 | 44.6% | 6,023,676 |
| SERVICES & SUPPLIES | 27.0% | 17,094,887 | 7,498,438 | 43.8% | 4,881,446 |
| INTERNAL CHARGES | 7.4% | 4,711,700 | 1,189,247 | 25.2% | 1,235,481 |
| OTHER CHARGES | 0.9% | 611,881 | 259,782 | 42.4% | 927,100 |
| DEBT SERVICE PRINCIPAL | 0.7% | 470,202 | 276,356 | 58.7% | 272,104 |
| DEBT SERVICE INTEREST | 0.2% | 187,645 | 92,272 | 49.1% | 106,792 |
| FIXED ASSETS | 31.8% | 20,153,612 | 12,958,134 | 64.2% | 7,685,002 |
| OTHER FINANCING USES | 8.5% | 5,409,259 | 3,985,205 | 73.6% | 2,286,926 |
| RESERVES | 0.0% | 23,852 | | | |
| Total Expenditures | 100.0% | 63,234,909 | 32,765,635 | 51.8% | 23,418,531 |
| Change in Fund Balance | | (16,639,417) | (15,105,398) | 90.7% | (3,721,340) |

BUD023 - Income Statement - Non-General Fund
Mid-Year FY 2021-22

Run Date: 02/14/2022

| | % of Budget | Mid-Year Budget | Actual as of 12/31/21 | % of Actual to Budget | YTD as of 12/31/20 |
|--|-------------|-----------------|-----------------------|-----------------------|--------------------|
| EXPENDITURES BY DEPARTMENT | | | | | |
| AGRICULTURAL COMMISSIONER | | | | | |
| CANNABIS REGULATION-GENERAL OP | 0.4% | 264,950 | 109,747 | 41.4% | 59,235 |
| ES WEED MANAGEMENT GRANT | 0.4% | 264,538 | 166,789 | 63.0% | 130,902 |
| INYO MOSQUITO ABATEMENT | 0.7% | 498,475 | 243,579 | 48.8% | 273,128 |
| AUDITOR - CONTROLLER | | | | | |
| AC-CALPERS REFUNDING SF | 0.6% | 385,777 | 194,407 | 50.3% | 186,948 |
| AUDITOR CONTROLLER - GEN RESV | | | | | |
| AUDITOR CONTROLLER GEOTHERMAL | 0.0% | 50,000 | | | |
| AUDITOR-CONTROLLER - ECON STAB | | | | | |
| IFAS UPGRADE | 0.1% | 69,029 | 29,028 | 42.0% | |
| PILT TRUST | 3.1% | 1,992,678 | 1,992,678 | 100.0% | 1,961,586 |
| CAO AUDITOR CONTROLLER | | | | | |
| PHONE SYSTEM REPLACEMENT | | | | | 67,085 |
| CHILD SUPPORT SERVICES | | | | | |
| CHILD SUPPORT SERVICES | 2.0% | 1,279,893 | 626,416 | 48.9% | 558,442 |
| COUNTY ADMINISTRATIVE OFFICER | | | | | |
| 2020 EMPG COVID SUPPLEMENTAL ABATEMENT | 0.1% | 76,419 | 37,318 | 48.8% | |
| AMERICAN RESCUE PLAN ACT-2021 | 2.7% | 1,751,932 | | | |
| CAO - ACO | 2.5% | 1,600,946 | 384,348 | 24.0% | 225,465 |
| CAO-COVID19 | 1.0% | 663,882 | 645,567 | 97.2% | 828,998 |
| CAO-GENERAL RELIEF FUND | 0.1% | 110,165 | 35,921 | 32.6% | 2,442 |
| CDFW-OIL SPILL PREV RESP GRANT | | | | | |
| COMPUTER UPGRADE | 1.3% | 859,386 | 551,773 | 64.2% | 53,773 |
| CONSOLIDATED OFFICE BUILDING | 13.7% | 8,700,804 | 8,237,388 | 94.6% | 72,066 |
| COUNTY LIABILITY TRUST | 2.5% | 1,638,321 | 1,053,134 | 64.2% | 647,726 |
| DWR-STATEWIDE FLOOD ER GRANT | | | | | |
| EMERGENCY PREPAREDNESS 19-20 | | | | | |
| EMERGENCY PREPAREDNESS 20-21 | 0.0% | 46,199 | | | 39,125 |
| EMERGENCY PREPAREDNESS 21-22 | 0.2% | 128,741 | 52,417 | 40.7% | |
| FISH & GAME | 0.0% | 9,700 | 1,289 | 13.2% | 1,200 |
| GENERAL FUND BALANCE STAB TRUST | | | | | |
| GREAT BASIN APC GRANT | 1.2% | 820,063 | | | |
| HOMELAND SECURITY 17-18 | | | | | |
| HOMELAND SECURITY 18-19 | | | | | 21,087 |
| HOMELAND SECURITY 19-20 | 0.0% | 21,707 | 18,509 | 85.2% | 12,500 |
| HOMELAND SECURITY 20-21 | 0.1% | 94,074 | 14,904 | 15.8% | |
| HOMELAND SECURITY 21-22 | 0.1% | 93,278 | | | |
| MEDICAL MALPRACTICE TRUST | 0.1% | 123,817 | 60,679 | 49.0% | 65,143 |
| MOTOR POOL OPERATING | 3.3% | 2,112,200 | 1,344,613 | 63.6% | 730,575 |
| MOTOR POOL REPLACEMENT | 1.0% | 650,000 | 367,653 | 56.5% | 325,000 |
| NATURAL RESOURCE DEVELOPMENT | 0.2% | 154,639 | 36,639 | 23.6% | 3,690 |
| PROPERTY TAX UPGRADE | 0.2% | 147,750 | | | 18,758 |
| PURCHASING REVOLVING | 0.2% | 175,381 | 29,575 | 16.8% | 36,128 |
| WORKERS COMPENSATION TRUST | 1.9% | 1,205,961 | 1,079,977 | 89.5% | 819,330 |
| COUNTY CLERK | | | | | |
| ELECTIONS VOTING SYSTEM | 0.0% | 16,386 | 8,827 | 53.8% | |

BUD023 - Income Statement - Non-General Fund
 Mid-Year FY 2021-22

Run Date: 02/14/2022

| | % of Budget | Mid-Year Budget | Actual as of 12/31/21 | % of Actual to Budget | YTD as of 12/31/20 |
|------------------------------------|-------------|-----------------|-----------------------|-----------------------|--------------------|
| RECORDERS MICROGRAPHIC/SYSTEM | 0.2% | 131,955 | 60,015 | 45.4% | 18,684 |
| DISTRICT ATTORNEY | | | | | |
| OES-VWAC 18-19 | | | | | 64,429 |
| OES-VWAC 19-20 | | | | | 64,411 |
| OES-VWAC 20-21 | 0.1% | 96,445 | 67,076 | 69.5% | |
| OES-VWAC 21-22 | 0.3% | 204,992 | 66,406 | 32.3% | |
| FARM ADVISOR | | | | | |
| LEASE RENTAL | 0.0% | 6,000 | | | |
| RANGE IMPROVEMENT | 0.0% | 6,000 | | | |
| HEALTH & HUMAN SERVICES | | | | | |
| CARES GRANT 19-20 | | | | | 14,386 |
| CARES GRANT 20-21 | | | | | |
| CARES GRANT 21-22 | 0.0% | 36,525 | 17,421 | 47.6% | |
| CARES GRANT 22-23 | | | | | |
| CBCAP | 0.0% | 38,133 | 12,213 | 32.0% | 15,763 |
| DRINKING DRIVER PROGRAM | 0.2% | 145,294 | 40,945 | 28.1% | 73,978 |
| ELC-2 ENHANCED LAB CAPICITY | 2.0% | 1,266,260 | 300,042 | 23.6% | |
| ESAAA | 2.5% | 1,632,514 | 712,276 | 43.6% | 565,305 |
| FIRST FIVE COMMISSION | 1.0% | 672,184 | 252,668 | 37.5% | 163,183 |
| FIRST PROGRAM | 0.7% | 493,312 | 236,608 | 47.9% | 269,993 |
| MATERNAL CHILD HEALTH 19-20 | | | | | 80,039 |
| MATERNAL CHILD HEALTH 20-21 | | | | | |
| MATERNAL CHILD HEALTH 21-22 | 0.4% | 282,427 | 125,760 | 44.5% | |
| SUBSTANCE USE DISORDERS | 1.6% | 1,020,375 | 319,437 | 31.3% | 271,182 |
| TOBACCO TAX GRANT 17-20 | 0.3% | 196,437 | 125,092 | 63.6% | 152,430 |
| TOBACCO TAX GRANT 22-25 | 0.2% | 150,000 | 6,622 | 4.4% | |
| WOMEN INFANTS & CHILDREN 18-19 | | | | | 96,952 |
| WOMEN INFANTS & CHILDREN 19-20 | | | | | 108,324 |
| WOMEN INFANTS & CHILDREN 20-21 | 0.1% | 112,546 | 106,135 | 94.3% | |
| WOMEN INFANTS & CHILDREN 21-22 | 0.5% | 335,104 | 130,026 | 38.8% | |
| WORK INVESTMENT ACT 19-20 | | | | | 43,316 |
| WORK INVESTMENT ACT 20-21 | | | | | |
| WORK INVESTMENT ACT 21-22 | 0.1% | 114,531 | 30,215 | 26.3% | |
| PLANNING | | | | | |
| YUCCA MOUNTAIN OVERSIGHT | 0.4% | 271,136 | 178,351 | 65.7% | 54,027 |
| PROBATION | | | | | |
| CRIMINAL JUSTICE-REALIGNMENT | 2.2% | 1,405,347 | 75,525 | 5.3% | 46,221 |
| PROP 64 PUBLIC HEALTH & SAFEY | 0.4% | 305,299 | | | |
| PUBLIC WORKS | | | | | |
| BIG PINE LIGHTING | 0.0% | 36,413 | 9,165 | 25.1% | 8,987 |
| BISHOP AIR ENVIR ASSESSMENT | 0.3% | 250,595 | 83,190 | 33.1% | 78,892 |
| BISHOP AIR REHAB RUNWAY 12-30 | 0.0% | 23,000 | | | 4,279,174 |
| BISHOP AIR TAXIWAY REHAB | | | | | 1,160,260 |
| BISHOP AIR TERMINAL AREA IMPRV | 1.6% | 1,071,700 | 923,513 | 86.1% | |
| BISHOP AIRPORT | 4.1% | 2,622,111 | 1,550,613 | 59.1% | 388,929 |
| BISHOP AIRPORT - SPECIAL | 0.0% | 10,000 | 4,184 | 41.8% | 3,731 |
| COUNTY SERVICE AREA #2 | 0.1% | 122,596 | 17,801 | 14.5% | 11,952 |
| INDEPENDENCE AIRPORT | 0.0% | 18,697 | 9,033 | 48.3% | 15,174 |
| INDEPENDENCE AIRPORT - SPECIAL | 0.0% | 10,250 | 1,553 | 15.1% | 1,503 |

BUD023 - Income Statement - Non-General Fund
 Mid-Year FY 2021-22

Run Date: 02/14/2022

| | % of Budget | Mid-Year Budget | Actual as of 12/31/21 | % of Actual to Budget | YTD as of 12/31/20 |
|--------------------------------|-------------|-----------------|-----------------------|-----------------------|--------------------|
| INDEPENDENCE LIGHTING | 0.0% | 32,785 | 7,468 | 22.7% | 6,455 |
| LONE PINE LIGHTING | 0.0% | 53,715 | 9,994 | 18.6% | 9,741 |
| LONE PINE/DEATH VALLEY AIR-SP | 0.0% | 10,250 | 2,518 | 24.5% | 2,916 |
| LONE PINE/DEATH VALLEY AIRPORT | 0.1% | 118,172 | 65,444 | 55.3% | 44,387 |
| LP/DV AIRPORT PAVEMENT | | | | | |
| PARKS REHAB & DEVELOPMENT TRST | 0.0% | 4,950 | | | |
| PER CAPITA GRANT-PROP 68 | 0.9% | 589,000 | | | |
| PUBLIC WORKS - DEFERRED MAINT | 1.3% | 836,157 | 433,217 | 51.8% | 721,590 |
| RECYCLING & WASTE CAPITAL IMPR | 0.4% | 274,797 | 272,270 | 99.0% | |
| RECYCLING & WASTE MGMT | 8.0% | 5,107,067 | 2,711,903 | 53.1% | 1,674,362 |
| ROAD | 18.5% | 11,701,893 | 4,567,579 | 39.0% | 3,384,212 |
| ROAD PROJECTS - STATE FUNDED | 1.8% | 1,165,024 | 530,801 | 45.5% | 964,894 |
| SHOSHONE AIRPORT - SPECIAL | 0.0% | 9,904 | 915 | 9.2% | 2,460 |
| TECOPA LAGOON PHASE 2 | 0.4% | 258,126 | | | |
| TRANSPORTATION & PLANNING TRST | 1.0% | 660,911 | 293,294 | 44.3% | 200,607 |
| WATER SYSTEMS | 0.9% | 576,431 | 208,837 | 36.2% | 231,467 |
| SHERIFF | | | | | |
| CALMET TASK FORCE | 0.2% | 180,710 | 74,189 | 41.0% | 77,521 |
| ILLEGAL CANNABIS SUPPRESSION | 0.0% | 21,507 | 764 | 3.5% | 10,357 |
| OFF HWY VEHICLE GRANT 19-20 | | | | | |
| OFF HWY VEHICLE GRANT 20-21 | | | | | |
| OFF HWY VEHICLE GRANT 21-22 | 0.0% | 52,753 | 219 | 0.4% | |
| WATER | | | | | |
| BIG PINE RECYCLE WATER PRJ | | | | | |
| CEQA STUDY | | | | | |
| OWENS RIVER WATER TRAIL GRANT | 0.7% | 500,032 | | | |
| SALT CEDAR PROJECT | 0.2% | 151,485 | 46,960 | 31.0% | 40,527 |
| WATER DEPARTMENT | 2.8% | 1,803,971 | 754,170 | 41.8% | 855,446 |
| | 100.0% | 63,234,909 | 32,765,635 | 51.8% | 23,418,531 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| AGRICULTURAL COMMISSIONER | | | | |
| AG COMM/SEALER | | | | |
| 023301 CANNABIS REGULATION-GENERAL OP | | | | |
| REVENUES | | | | |
| 4600 CHARGES FOR CURRENT SERVICES | 134,652 | 102,247 | 264,950 | 264,950 |
| TOTAL REVENUES | 134,652 | 102,247 | 264,950 | 264,950 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 120,988 | 103,300 | 221,337 | 221,337 |
| 5100 SERVICES & SUPPLIES | 7,846 | 1,210 | 12,744 | 12,768 |
| 5200 INTERNAL CHARGES | 5,819 | 5,238 | 30,869 | 30,845 |
| TOTAL EXPENDITURES | 134,653 | 109,748 | 264,950 | 264,950 |
| 023301 NET COST | (1) | (7,501) | | |
| 621300 ES WEED MANAGEMENT GRANT | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | (572) | (53) | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 236,191 | 164,795 | 247,041 | 247,041 |
| 4600 CHARGES FOR CURRENT SERVICES | 20,807 | 591 | 25,000 | 25,000 |
| TOTAL REVENUES | 256,426 | 165,333 | 272,041 | 272,041 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 189,148 | 98,709 | 206,801 | 145,839 |
| 5100 SERVICES & SUPPLIES | 15,758 | 9,525 | 19,263 | 25,821 |
| 5200 INTERNAL CHARGES | 31,626 | 29,636 | 56,308 | 60,658 |
| 5600 FIXED ASSETS | 38,821 | 28,920 | 28,920 | 32,220 |
| TOTAL EXPENDITURES | 275,353 | 166,790 | 311,292 | 264,538 |
| 621300 NET COST | (18,927) | (1,457) | (39,251) | 7,503 |
| AG COMM/SEALER NET COST | (18,928) | (8,958) | (39,251) | 7,503 |
| MOSQUITO CONTROL | | | | |
| 154101 INYO MOSQUITO ABATEMENT | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 417 | 66 | 400 | 400 |
| 4400 AID FROM OTHER GOVT AGENCIES | 50,638 | 12,296 | 70,000 | 70,000 |
| 4600 CHARGES FOR CURRENT SERVICES | 482,521 | 4,239 | 491,000 | 491,000 |
| TOTAL REVENUES | 533,576 | 16,601 | 561,400 | 561,400 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 362,430 | 148,438 | 358,403 | 303,104 |
| 5100 SERVICES & SUPPLIES | 43,936 | 35,043 | 75,159 | 92,384 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 5200 INTERNAL CHARGES | 90,995 | 40,659 | 82,896 | 82,896 |
| 5600 FIXED ASSETS | | 19,440 | 19,441 | 20,091 |
| TOTAL EXPENDITURES | 497,361 | 243,580 | 535,899 | 498,475 |
| 154101 NET COST | 36,215 | (226,979) | 25,501 | 62,925 |
| MOSQUITO CONTROL NET COST | 36,215 | (226,979) | 25,501 | 62,925 |
| AGRICULTURAL COMMISSIONER NET COST | 17,287 | (235,937) | (13,750) | 70,428 |

AUDITOR - CONTROLLER

AUDITOR-CONTROLLER

010404 AC-CALPERS REFUNDING SF

REVENUES

| | | | | |
|-----------------------------------|---------|---------|---------|---------|
| 4600 CHARGES FOR CURRENT SERVICES | 373,204 | 192,889 | 385,777 | 385,777 |
| TOTAL REVENUES | 373,204 | 192,889 | 385,777 | 385,777 |

EXPENDITURES

| | | | | |
|-----------------------------|---------|---------|---------|---------|
| 5550 DEBT SERVICE PRINCIPAL | 198,000 | 111,000 | 222,000 | 222,000 |
| 5560 DEBT SERVICE INTEREST | 175,203 | 83,408 | 163,777 | 163,777 |
| TOTAL EXPENDITURES | 373,203 | 194,408 | 385,777 | 385,777 |

| | | | | |
|------------------------|---|---------|--|--|
| 010404 NET COST | 1 | (1,519) | | |
|------------------------|---|---------|--|--|

010405 AUDITOR CONTROLLER - GEN RESV

REVENUES

| | | | | |
|----------------------------------|--------|-------|---------|---------|
| 4350 REV USE OF MONEY & PROPERTY | 28,924 | 1,832 | 25,000 | 25,000 |
| 4800 OTHER FINANCING SOURCES | | | 500,000 | 500,000 |
| TOTAL REVENUES | 28,924 | 1,832 | 525,000 | 525,000 |

| | | | | |
|------------------------|--------|-------|---------|---------|
| 010405 NET COST | 28,924 | 1,832 | 525,000 | 525,000 |
|------------------------|--------|-------|---------|---------|

010406 AUDITOR CONTROLLER GEOTHERMAL

REVENUES

| | | | | |
|-----------------------|---------|--------|--|--|
| 4300 RENTS & LEASES | 101,233 | 62,289 | | |
| TOTAL REVENUES | 101,233 | 62,289 | | |

EXPENDITURES

| | | | | |
|---------------------------|--|--|--------|--------|
| 5800 OTHER FINANCING USES | | | 50,000 | 50,000 |
| TOTAL EXPENDITURES | | | 50,000 | 50,000 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 010406 NET COST | 101,233 | 62,289 | (50,000) | (50,000) |
| 010407 AUDITOR-CONTROLLER - ECON STAB | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 30,098 | 1,907 | 30,000 | 30,000 |
| TOTAL REVENUES | 30,098 | 1,907 | 30,000 | 30,000 |
| EXPENDITURES | | | | |
| TOTAL EXPENDITURES | | | | |
| 010407 NET COST | 30,098 | 1,907 | 30,000 | 30,000 |
| 500458 PILT TRUST | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 1,992,678 | | | |
| TOTAL REVENUES | 1,992,678 | | | |
| EXPENDITURES | | | | |
| 5800 OTHER FINANCING USES | 1,961,586 | 1,992,678 | 1,992,678 | 1,992,678 |
| TOTAL EXPENDITURES | 1,961,586 | 1,992,678 | 1,992,678 | 1,992,678 |
| 500458 NET COST | 31,092 | (1,992,678) | (1,992,678) | (1,992,678) |
| AUDITOR-CONTROLLER NET COST | 191,348 | (1,928,169) | (1,487,678) | (1,487,678) |
| INFORMATION SERVICES | | | | |
| 011806 IFAS UPGRADE | | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | | 40,000 | 40,000 |
| 5600 FIXED ASSETS | | 29,029 | 29,029 | 29,029 |
| TOTAL EXPENDITURES | | 29,029 | 69,029 | 69,029 |
| 011806 NET COST | | (29,029) | (69,029) | (69,029) |
| INFORMATION SERVICES NET COST | | (29,029) | (69,029) | (69,029) |
| AUDITOR - CONTROLLER NET COST | 191,348 | (1,957,198) | (1,556,707) | (1,556,707) |
| CAO AUDITOR CONTROLLER | | | | |
| INFORMATION SERVICES | | | | |
| 011807 PHONE SYSTEM REPLACEMENT | | | | |
| EXPENDITURES | | | | |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 **RUN DATE:** 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 5600 FIXED ASSETS | 67,944 | | | |
| TOTAL EXPENDITURES | 67,944 | | | |
| 011807 NET COST | (67,944) | | | |
| INFORMATION SERVICES NET COST | (67,944) | | | |
| CAO AUDITOR CONTROLLER NET COST | (67,944) | | | |

COUNTY ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER

| | | | | |
|------------------------------------|----------|--|-----------|-----------|
| 011804 PROPERTY TAX UPGRADE | | | | |
| REVENUES | | | | |
| TOTAL REVENUES | | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | | 121,200 | 121,200 |
| 5550 DEBT SERVICE PRINCIPAL | 47,508 | | 26,550 | 26,550 |
| TOTAL EXPENDITURES | 47,508 | | 147,750 | 147,750 |
| 011804 NET COST | (47,508) | | (147,750) | (147,750) |
| AUDITOR-CONTROLLER NET COST | (47,508) | | (147,750) | (147,750) |

COUNTY ADMINISTRATIVE OFFICER

| | | | | |
|--|-----------|-----------|-----------|-----------|
| 010201 CAO - ACO | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | 140,000 | | 140,000 |
| 4600 CHARGES FOR CURRENT SERVICES | 51,351 | | 51,351 | 51,351 |
| 4800 OTHER FINANCING SOURCES | 1,135,915 | | 1,159,293 | 1,159,293 |
| TOTAL REVENUES | 1,187,266 | 140,000 | 1,210,644 | 1,350,644 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 62,977 | 119,253 | 230,392 | 230,392 |
| 5200 INTERNAL CHARGES | | | | 140,000 |
| 5600 FIXED ASSETS | 192,961 | 265,095 | 265,095 | 265,095 |
| 5800 OTHER FINANCING USES | 163,814 | | 944,230 | 944,230 |
| 5900 RESERVES | | | 21,229 | 21,229 |
| TOTAL EXPENDITURES | 419,752 | 384,348 | 1,460,946 | 1,600,946 |
| 010201 NET COST | 767,514 | (244,348) | (250,302) | (250,302) |
| 010204 NATURAL RESOURCE DEVELOPMENT | | | | |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| REVENUES | | | | |
| TOTAL REVENUES | <hr/> | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 3,690 | 36,639 | 154,639 | 154,639 |
| TOTAL EXPENDITURES | <hr/> | | | |
| 010204 NET COST | (3,690) | (36,639) | (154,639) | (154,639) |
| 010403 ABATEMENT | | | | |
| REVENUES | | | | |
| 4800 OTHER FINANCING SOURCES | 30,000 | | 30,000 | 30,000 |
| TOTAL REVENUES | <hr/> | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | | 30,000 | 30,000 |
| TOTAL EXPENDITURES | <hr/> | | | |
| 010403 NET COST | <hr/> | | | |
| 011809 CONSOLIDATED OFFICE BUILDING | | | | |
| REVENUES | | | | |
| 4600 CHARGES FOR CURRENT SERVICES | 23,342 | 145,321 | 284,595 | 290,642 |
| 4800 OTHER FINANCING SOURCES | 887,680 | 94,245 | 434,646 | 438,491 |
| TOTAL REVENUES | <hr/> | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | | 13,159 | 49,887 | 49,887 |
| 5100 SERVICES & SUPPLIES | 720,141 | 416,860 | 688,289 | 698,181 |
| 5600 FIXED ASSETS | 449,415 | 7,807,368 | 7,950,113 | 7,950,113 |
| 5900 RESERVES | | | 2,623 | 2,623 |
| TOTAL EXPENDITURES | <hr/> | | | |
| 011809 NET COST | (258,534) | (7,997,821) | (7,971,671) | (7,971,671) |
| 024200 FISH & GAME | | | | |
| REVENUES | | | | |
| 4200 FINES & FORFEITURES | 6,795 | 1,751 | 6,000 | 6,000 |
| TOTAL REVENUES | <hr/> | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 2,467 | 1,290 | 9,700 | 9,700 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| TOTAL EXPENDITURES | 2,467 | 1,290 | 9,700 | 9,700 |
| 024200 NET COST | 4,328 | 461 | (3,700) | (3,700) |
| 501501 GENRAL FUND BALANCE STAB TRUST | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 6,139 | 389 | | |
| TOTAL REVENUES | 6,139 | 389 | | |
| 501501 NET COST | 6,139 | 389 | | |
| 610189 GREAT BASIN APC GRANT | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 6 | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | 820,063 | 820,063 | 820,063 |
| TOTAL REVENUES | 6 | 820,063 | 820,063 | 820,063 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | | 720,063 | 720,063 |
| 5800 OTHER FINANCING USES | | | 100,000 | 100,000 |
| TOTAL EXPENDITURES | | | 820,063 | 820,063 |
| 610189 NET COST | 6 | 820,063 | | |
| 650200 AMERICAN RESCUE PLAN ACT-2021 | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 1,198 | 828 | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 1,751,932 | | 1,751,932 | 1,751,932 |
| TOTAL REVENUES | 1,753,130 | 828 | 1,751,932 | 1,751,932 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | | 425,000 | 425,000 |
| 5600 FIXED ASSETS | | | 1,326,932 | 1,326,932 |
| TOTAL EXPENDITURES | | | 1,751,932 | 1,751,932 |
| 650200 NET COST | 1,753,130 | 828 | | |
| COUNTY ADMINISTRATIVE OFFICER NET COST | 2,298,893 | (7,457,067) | (8,380,312) | (8,380,312) |
| INFORMATION SERVICES | | | | |
| 011808 COMPUTER UPGRADE | | | | |
| REVENUES | | | | |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--------------------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 4600 CHARGES FOR CURRENT SERVICES | 525,161 | 252,092 | 502,785 | 502,785 |
| TOTAL REVENUES | 525,161 | 252,092 | 502,785 | 502,785 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 193,232 | 351,195 | 574,215 | 574,215 |
| 5600 FIXED ASSETS | 88,305 | 200,578 | 285,171 | 285,171 |
| TOTAL EXPENDITURES | 281,537 | 551,773 | 859,386 | 859,386 |
| 011808 NET COST | 243,624 | (299,681) | (356,601) | (356,601) |
| INFORMATION SERVICES NET COST | 243,624 | (299,681) | (356,601) | (356,601) |
| MOTOR POOL | | | | |
| 200100 MOTOR POOL OPERATING | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 1,755 | 51 | 3,000 | 100 |
| 4600 CHARGES FOR CURRENT SERVICES | 1,196,043 | 487,278 | 1,300,000 | 1,300,000 |
| 4800 OTHER FINANCING SOURCES | 325,000 | 367,653 | 698,143 | 650,000 |
| 4900 OTHER REVENUE | 14,544 | 29,983 | 12,000 | 12,000 |
| TOTAL REVENUES | 1,537,342 | 884,965 | 2,013,143 | 1,962,100 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 244,850 | 116,212 | 287,370 | 287,370 |
| 5100 SERVICES & SUPPLIES | 1,133,011 | 990,450 | 1,415,458 | 1,415,625 |
| 5200 INTERNAL CHARGES | 53,467 | 49,864 | 109,195 | 109,205 |
| 5600 FIXED ASSETS | 57,592 | 188,089 | 559,063 | 300,000 |
| TOTAL EXPENDITURES | 1,488,920 | 1,344,615 | 2,371,086 | 2,112,200 |
| 200100 NET COST | 48,422 | (459,650) | (357,943) | (150,100) |
| 200200 MOTOR POOL REPLACEMENT | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 10,130 | 727 | 10,000 | 1,000 |
| 4600 CHARGES FOR CURRENT SERVICES | 380,269 | 122,272 | 396,000 | 396,000 |
| 4900 OTHER REVENUE | | 114,264 | | |
| TOTAL REVENUES | 390,399 | 237,263 | 406,000 | 397,000 |
| EXPENDITURES | | | | |
| 5800 OTHER FINANCING USES | 325,000 | 367,653 | 698,143 | 650,000 |
| TOTAL EXPENDITURES | 325,000 | 367,653 | 698,143 | 650,000 |
| 200200 NET COST | 65,399 | (130,390) | (292,143) | (253,000) |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

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| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| MOTOR POOL NET COST | 113,821 | (590,040) | (650,086) | (403,100) |
| OFFICE OF DISASTER SERVICES | | | | |
| 010205 CAO-GENERAL RELIEF FUND | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 134,656 | | | |
| TOTAL REVENUES | 134,656 | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 28,482 | 20,514 | 26,500 | 26,500 |
| 5600 FIXED ASSETS | 153,734 | 15,408 | 83,665 | 83,665 |
| TOTAL EXPENDITURES | 182,216 | 35,922 | 110,165 | 110,165 |
| 010205 NET COST | (47,560) | (35,922) | (110,165) | (110,165) |
| 010208 CAO-COVID19 | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 6,261 | 506 | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 1,679,008 | | | |
| 4800 OTHER FINANCING SOURCES | 100,000 | | | |
| TOTAL REVENUES | 1,785,269 | 506 | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 47,980 | 13,964 | 31,278 | 31,278 |
| 5200 INTERNAL CHARGES | 1,432 | | 1,000 | 1,000 |
| 5500 OTHER CHARGES | 995,000 | | | |
| 5800 OTHER FINANCING USES | | 631,604 | 631,604 | 631,604 |
| TOTAL EXPENDITURES | 1,044,412 | 645,568 | 663,882 | 663,882 |
| 010208 NET COST | 740,857 | (645,062) | (663,882) | (663,882) |
| 610191 2020 EMPG COVID SUPPLEMENTAL | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | | 76,419 | 76,419 |
| TOTAL REVENUES | | | 76,419 | 76,419 |
| EXPENDITURES | | | | |
| 5600 FIXED ASSETS | | 37,318 | 76,419 | 76,419 |
| TOTAL EXPENDITURES | | 37,318 | 76,419 | 76,419 |
| 610191 NET COST | | (37,318) | | |
| 610389 DWR-STATEWIDE FLOOD ER GRANT | | | | |

COUNTY OF INYO

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| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 7,289 | | | |
| TOTAL REVENUES | 7,289 | | | |
| EXPENDITURES | | | | |
| TOTAL EXPENDITURES | | | | |
| 610389 NET COST | 7,289 | | | |
| 623120 CDFW-OIL SPILL PREV RESP GRANT | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 35,000 | | | |
| TOTAL REVENUES | 35,000 | | | |
| 623120 NET COST | 35,000 | | | |
| 623717 HOMELAND SECURITY 17-18 | | | | |
| REVENUES | | | | |
| TOTAL REVENUES | | | | |
| EXPENDITURES | | | | |
| TOTAL EXPENDITURES | | | | |
| 623717 NET COST | | | | |
| 623718 HOMELAND SECURITY 18-19 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 80,929 | | | |
| TOTAL REVENUES | 80,929 | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 67,016 | | | |
| TOTAL EXPENDITURES | 67,016 | | | |
| 623718 NET COST | 13,913 | | | |
| 623719 HOMELAND SECURITY 19-20 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 12,500 | | 21,707 | 21,707 |
| TOTAL REVENUES | 12,500 | | 21,707 | 21,707 |
| EXPENDITURES | | | | |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 5100 SERVICES & SUPPLIES | 12,500 | | 3,000 | 3,000 |
| 5600 FIXED ASSETS | | 18,509 | 18,707 | 18,707 |
| TOTAL EXPENDITURES | 12,500 | 18,509 | 21,707 | 21,707 |
| 623719 NET COST | | (18,509) | | |
| 623720 HOMELAND SECURITY 20-21 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | | 94,074 | 94,074 |
| TOTAL REVENUES | | | 94,074 | 94,074 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | 12,500 | 89,265 | 89,265 |
| 5200 INTERNAL CHARGES | | 2,405 | 4,809 | 4,809 |
| TOTAL EXPENDITURES | | 14,905 | 94,074 | 94,074 |
| 623720 NET COST | | | (14,905) | |
| 623721 HOMELAND SECURITY 21-22 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | | | 93,278 |
| TOTAL REVENUES | | | | 93,278 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | | | 71,614 |
| 5200 INTERNAL CHARGES | | | | 4,664 |
| 5600 FIXED ASSETS | | | | 17,000 |
| TOTAL EXPENDITURES | | | | 93,278 |
| 623721 NET COST | | | | |
| 623819 EMERGENCY PREPAREDNESS 19-20 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | 64,040 | | |
| TOTAL REVENUES | | 64,040 | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | | (103) | | |
| 5100 SERVICES & SUPPLIES | | 24,432 | | |
| 5200 INTERNAL CHARGES | | (47) | | |
| 5600 FIXED ASSETS | | 19,220 | | |
| TOTAL EXPENDITURES | | 43,502 | | |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

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| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 623819 NET COST | 20,538 | | | |
| 623820 EMERGENCY PREPAREDNESS 20-21 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 72,220 | | 46,199 | 46,199 |
| TOTAL REVENUES | 72,220 | | 46,199 | 46,199 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 70,938 | | | |
| 5100 SERVICES & SUPPLIES | | | 40,199 | 40,199 |
| 5200 INTERNAL CHARGES | 4,956 | | 6,000 | 6,000 |
| TOTAL EXPENDITURES | 75,894 | | 46,199 | 46,199 |
| 623820 NET COST | | (3,674) | | |
| 623821 EMERGENCY PREPAREDNESS 21-22 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | | 128,741 | 128,741 |
| TOTAL REVENUES | | | 128,741 | 128,741 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | | 48,593 | 74,557 | 74,557 |
| 5100 SERVICES & SUPPLIES | | | 39,842 | 39,842 |
| 5200 INTERNAL CHARGES | | 3,825 | 14,342 | 14,342 |
| TOTAL EXPENDITURES | | 52,418 | 128,741 | 128,741 |
| 623821 NET COST | | (52,418) | | |
| OFFICE OF DISASTER SERVICES NET COST | 766,363 | (804,134) | (774,047) | (774,047) |
| PURCHASING | | | | |
| 200300 PURCHASING REVOLVING | | | | |
| REVENUES | | | | |
| 4600 CHARGES FOR CURRENT SERVICES | 98,932 | 38,565 | 175,000 | 175,000 |
| TOTAL REVENUES | 98,932 | 38,565 | 175,000 | 175,000 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 95,621 | 29,576 | 175,381 | 175,381 |
| TOTAL EXPENDITURES | 95,621 | 29,576 | 175,381 | 175,381 |
| 200300 NET COST | 3,311 | 8,989 | (381) | (381) |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| PURCHASING NET COST | 3,311 | 8,989 | (381) | (381) |
| RISK MANAGEMENT | | | | |
| 500902 WORKERS COMPENSATION TRUST | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | (1,137) | (152) | | |
| 4600 CHARGES FOR CURRENT SERVICES | 1,025,579 | 596,467 | 1,205,961 | 1,205,961 |
| TOTAL REVENUES | 1,024,442 | 596,315 | 1,205,961 | 1,205,961 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 10 | | | |
| 5100 SERVICES & SUPPLIES | 872,919 | 1,074,610 | 1,193,227 | 1,193,227 |
| 5200 INTERNAL CHARGES | 2,066 | 5,367 | 12,734 | 12,734 |
| TOTAL EXPENDITURES | 874,995 | 1,079,977 | 1,205,961 | 1,205,961 |
| 500902 NET COST | 149,447 | (483,662) | | |
| 500903 COUNTY LIABILITY TRUST | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 6,428 | 330 | | |
| 4600 CHARGES FOR CURRENT SERVICES | 852,456 | 531,265 | 1,090,895 | 1,090,895 |
| TOTAL REVENUES | 858,884 | 531,595 | 1,090,895 | 1,090,895 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 890,197 | 1,050,000 | 1,610,852 | 1,610,852 |
| 5200 INTERNAL CHARGES | 462 | 3,135 | 7,469 | 7,469 |
| 5800 OTHER FINANCING USES | | | 20,000 | 20,000 |
| TOTAL EXPENDITURES | 890,659 | 1,053,135 | 1,638,321 | 1,638,321 |
| 500903 NET COST | (31,775) | (521,540) | (547,426) | (547,426) |
| 500904 MEDICAL MALPRACTICE TRUST | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 321 | 35 | | |
| 4600 CHARGES FOR CURRENT SERVICES | 117,626 | 54,408 | 109,854 | 108,817 |
| TOTAL REVENUES | 117,947 | 54,443 | 109,854 | 108,817 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 89,431 | 60,115 | 123,725 | 122,688 |
| 5200 INTERNAL CHARGES | | 564 | 1,129 | 1,129 |
| TOTAL EXPENDITURES | 89,431 | 60,679 | 124,854 | 123,817 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

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| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 500904 NET COST | 28,516 | (6,236) | (15,000) | (15,000) |
| RISK MANAGEMENT NET COST | 146,188 | (1,011,438) | (562,426) | (562,426) |
| COUNTY ADMINISTRATIVE OFFICER NET COST | 3,524,692 | (10,153,371) | (10,871,603) | (10,624,617) |

CHILD SUPPORT SERVICES

CHILD SUPPORT

022501 CHILD SUPPORT SERVICES

REVENUES

| | | | | | |
|-----------------------|------------------------------|---------|---------|-----------|-----------|
| 4350 | REV USE OF MONEY & PROPERTY | 939 | 61 | 800 | 800 |
| 4400 | AID FROM OTHER GOVT AGENCIES | 976,345 | 562,593 | 1,275,011 | 1,275,011 |
| 4600 | CHARGES FOR CURRENT SERVICES | 600 | | | |
| 4900 | OTHER REVENUE | | 524 | | |
| TOTAL REVENUES | | 977,884 | 563,178 | 1,275,811 | 1,275,811 |

EXPENDITURES

| | | | | | |
|---------------------------|---------------------|---------|---------|-----------|-----------|
| 5000 | SALARIES & BENEFITS | 727,070 | 415,761 | 861,279 | 861,279 |
| 5100 | SERVICES & SUPPLIES | 100,002 | 166,800 | 315,610 | 315,628 |
| 5200 | INTERNAL CHARGES | 95,495 | 43,858 | 103,004 | 102,986 |
| TOTAL EXPENDITURES | | 922,567 | 626,419 | 1,279,893 | 1,279,893 |

| | | | | |
|------------------------|--------|----------|---------|---------|
| 022501 NET COST | 55,317 | (63,241) | (4,082) | (4,082) |
|------------------------|--------|----------|---------|---------|

| | | | | |
|-------------------------------|--------|----------|---------|---------|
| CHILD SUPPORT NET COST | 55,317 | (63,241) | (4,082) | (4,082) |
|-------------------------------|--------|----------|---------|---------|

| | | | | |
|--|--------|----------|---------|---------|
| CHILD SUPPORT SERVICES NET COST | 55,317 | (63,241) | (4,082) | (4,082) |
|--|--------|----------|---------|---------|

COUNTY CLERK

ELECTIONS

621250 ELECTIONS VOTING SYSTEM

REVENUES

| | | | | | |
|-----------------------|------------------------------|--|---------|-------|-------|
| 4400 | AID FROM OTHER GOVT AGENCIES | | 142,800 | 2,000 | 7,559 |
| TOTAL REVENUES | | | 142,800 | 2,000 | 7,559 |

EXPENDITURES

| | | | | | |
|---------------------------|--------------|---------|-------|--------|--------|
| 5600 | FIXED ASSETS | 136,389 | 8,827 | 10,827 | 16,386 |
| TOTAL EXPENDITURES | | 136,389 | 8,827 | 10,827 | 16,386 |

| | | | | |
|------------------------|-----------|---------|---------|---------|
| 621250 NET COST | (136,389) | 133,973 | (8,827) | (8,827) |
|------------------------|-----------|---------|---------|---------|

| | | | | |
|---------------------------|-----------|---------|---------|---------|
| ELECTIONS NET COST | (136,389) | 133,973 | (8,827) | (8,827) |
|---------------------------|-----------|---------|---------|---------|

COUNTY OF INYO

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| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|-----------------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 620419 NET COST | 7,433 | | | |
| 620420 OES-VWAC 20-21 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 169,657 | 75,942 | 96,445 | 96,445 |
| TOTAL REVENUES | 169,657 | 75,942 | 96,445 | 96,445 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 152,113 | 50,982 | 57,009 | 57,010 |
| 5100 SERVICES & SUPPLIES | 11,373 | 8,598 | 31,283 | 31,283 |
| 5200 INTERNAL CHARGES | 15,309 | 7,497 | 8,153 | 8,152 |
| TOTAL EXPENDITURES | 178,795 | 67,077 | 96,445 | 96,445 |
| 620420 NET COST | (9,138) | 8,865 | | |
| 620421 OES-VWAC 21-22 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | | 204,992 | 204,992 |
| TOTAL REVENUES | | | 204,992 | 204,992 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | | 59,182 | 170,288 | 170,288 |
| 5100 SERVICES & SUPPLIES | | 604 | 12,974 | 12,974 |
| 5200 INTERNAL CHARGES | | 6,623 | 21,730 | 21,730 |
| TOTAL EXPENDITURES | | 66,409 | 204,992 | 204,992 |
| 620421 NET COST | | (66,409) | | |
| DISTRICT ATTORNEY NET COST | (1,705) | (57,544) | | |
| DISTRICT ATTORNEY NET COST | (1,705) | (57,544) | | |
| FARM ADVISOR | | | | |
| FARM ADVISOR | | | | |
| 024300 RANGE IMPROVEMENT | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 573 | | | |
| TOTAL REVENUES | 573 | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | | 6,000 | 6,000 |
| TOTAL EXPENDITURES | | | 6,000 | 6,000 |

COUNTY OF INYO

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| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|-------------------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 024300 NET COST | 573 | | (6,000) | (6,000) |
| 024400 LEASE RENTAL REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 1,789 | | | |
| TOTAL REVENUES | 1,789 | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | | 6,000 | 6,000 |
| TOTAL EXPENDITURES | | | 6,000 | 6,000 |
| 024400 NET COST | 1,789 | | (6,000) | (6,000) |
| FARM ADVISOR NET COST | 2,362 | | (12,000) | (12,000) |
| FARM ADVISOR NET COST | 2,362 | | (12,000) | (12,000) |

HEALTH & HUMAN SERVICES

ESAAA

| | | | | |
|-----------------------------------|-----------|---------|-----------|-----------|
| 683000 ESAAA REVENUES | | | | |
| 4060 TAXES - SALES | 30,361 | 32,659 | 38,026 | 38,026 |
| 4300 RENTS & LEASES | | 87 | 200 | 200 |
| 4350 REV USE OF MONEY & PROPERTY | (2,079) | 28 | 1,100 | 1,300 |
| 4400 AID FROM OTHER GOVT AGENCIES | 475,940 | 773,241 | 1,187,684 | 1,458,018 |
| 4600 CHARGES FOR CURRENT SERVICES | 65,648 | 14,965 | 40,000 | 40,000 |
| 4800 OTHER FINANCING SOURCES | 150,393 | | 94,875 | 94,875 |
| 4900 OTHER REVENUE | 4,975 | | 5,000 | |
| TOTAL REVENUES | 725,238 | 820,980 | 1,366,885 | 1,632,419 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 575,744 | 325,603 | 749,312 | 749,312 |
| 5100 SERVICES & SUPPLIES | 275,075 | 118,110 | 161,590 | 367,399 |
| 5200 INTERNAL CHARGES | 370,407 | 148,564 | 328,625 | 328,913 |
| 5500 OTHER CHARGES | 143,484 | 120,000 | 127,453 | 186,890 |
| 5600 FIXED ASSETS | 34,318 | | | |
| 5800 OTHER FINANCING USES | 113 | | | |
| TOTAL EXPENDITURES | 1,399,141 | 712,277 | 1,366,980 | 1,632,514 |
| 683000 NET COST | (673,903) | 108,703 | (95) | (95) |
| ESAAA NET COST | (673,903) | 108,703 | (95) | (95) |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

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| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|-----------------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| HEALTH | | | | |
| 641219 CARES GRANT 19-20 | | | | |
| REVENUES | | | | |
| TOTAL REVENUES | <hr/> | | | |
| EXPENDITURES | | | | |
| TOTAL EXPENDITURES | <hr/> | | | |
| 641219 NET COST | <hr/> | | | |
| 641220 CARES GRANT 20-21 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 40,822 | | | |
| TOTAL REVENUES | <hr/> 40,822 | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 7,230 | | | |
| 5200 INTERNAL CHARGES | 9,272 | | | |
| 5500 OTHER CHARGES | 888 | | | |
| TOTAL EXPENDITURES | <hr/> 17,390 | | | |
| 641220 NET COST | <hr/> 23,432 | | | |
| 641221 CARES GRANT 21-22 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 4,243 | 3,750 | 36,525 | 36,525 |
| TOTAL REVENUES | <hr/> 4,243 | <hr/> 3,750 | <hr/> 36,525 | <hr/> 36,525 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 3,059 | 13,470 | 18,598 | 18,598 |
| 5100 SERVICES & SUPPLIES | | | 2,000 | 2,000 |
| 5200 INTERNAL CHARGES | 3,119 | 3,952 | 5,927 | 5,927 |
| 5500 OTHER CHARGES | | | 10,000 | 10,000 |
| TOTAL EXPENDITURES | <hr/> 6,178 | <hr/> 17,422 | <hr/> 36,525 | <hr/> 36,525 |
| 641221 NET COST | <hr/> (1,935) | <hr/> (13,672) | | |
| 641222 CARES GRANT 22-23 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | | 10,620 | |
| TOTAL REVENUES | | | <hr/> 10,620 | |
| EXPENDITURES | | | | |

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| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 5000 SALARIES & BENEFITS | | | 5,643 | |
| 5200 INTERNAL CHARGES | | | 1,977 | |
| 5500 OTHER CHARGES | | | 3,000 | |
| TOTAL EXPENDITURES | | | 10,620 | |
| 641222 NET COST | | | | |
| 641619 MATERNAL CHILD HEALTH 19-20 | | | | |
| REVENUES | | | | |
| TOTAL REVENUES | | | | |
| EXPENDITURES | | | | |
| TOTAL EXPENDITURES | | | | |
| 641619 NET COST | | | | |
| 641620 MATERNAL CHILD HEALTH 20-21 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 95,047 | 13,337 | | |
| TOTAL REVENUES | 95,047 | 13,337 | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 110,730 | | | |
| 5100 SERVICES & SUPPLIES | 7,227 | | | |
| 5200 INTERNAL CHARGES | 21,842 | | | |
| TOTAL EXPENDITURES | 139,799 | | | |
| 641620 NET COST | | | | |
| | (44,752) | 13,337 | | |
| 641621 MATERNAL CHILD HEALTH 21-22 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | 21,963 | 282,427 | 282,427 |
| TOTAL REVENUES | | 21,963 | 282,427 | 282,427 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 1,451 | 111,097 | 238,488 | 238,488 |
| 5100 SERVICES & SUPPLIES | (72) | 6,866 | 21,952 | 21,952 |
| 5200 INTERNAL CHARGES | 85 | 7,799 | 21,987 | 21,987 |
| TOTAL EXPENDITURES | 1,464 | 125,762 | 282,427 | 282,427 |
| 641621 NET COST | | | | |
| | (1,464) | (103,799) | | |

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|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 641918 WOMEN INFANTS & CHILDREN 18-19 | | | | |
| REVENUES | | | | |
| TOTAL REVENUES | <hr/> | | | |
| EXPENDITURES | | | | |
| TOTAL EXPENDITURES | <hr/> | | | |
| 641918 NET COST | <hr/> | | | |
| | | | | |
| 641919 WOMEN INFANTS & CHILDREN 19-20 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 184,367 | | | |
| TOTAL REVENUES | <hr/> 184,367 | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 74,228 | | | |
| 5100 SERVICES & SUPPLIES | 6,148 | | | |
| 5200 INTERNAL CHARGES | 17,698 | | | |
| TOTAL EXPENDITURES | <hr/> 98,074 | | | |
| 641919 NET COST | <hr/> 86,293 | | | |
| | | | | |
| 641920 WOMEN INFANTS & CHILDREN 20-21 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 176,539 | 200,590 | 112,546 | 112,546 |
| TOTAL REVENUES | <hr/> 176,539 | <hr/> 200,590 | <hr/> 112,546 | <hr/> 112,546 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 199,969 | 82,303 | 83,208 | 83,208 |
| 5100 SERVICES & SUPPLIES | 13,487 | 3,399 | 7,318 | 7,318 |
| 5200 INTERNAL CHARGES | 51,334 | 20,433 | 22,020 | 22,020 |
| TOTAL EXPENDITURES | <hr/> 264,790 | <hr/> 106,135 | <hr/> 112,546 | <hr/> 112,546 |
| 641920 NET COST | <hr/> (88,251) | <hr/> 94,455 | | |
| | | | | |
| 641921 WOMEN INFANTS & CHILDREN 21-22 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | | 334,999 | 334,999 |
| TOTAL REVENUES | | | <hr/> 334,999 | <hr/> 334,999 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | | 94,618 | 245,597 | 245,597 |
| 5100 SERVICES & SUPPLIES | | 14,868 | 25,135 | 26,340 |

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| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 5200 INTERNAL CHARGES | | 20,541 | 64,267 | 63,167 |
| TOTAL EXPENDITURES | | 130,027 | 334,999 | 335,104 |
| | | | | |
| 641921 NET COST | | (130,027) | | (105) |
| | | | | |
| HEALTH NET COST | (26,677) | (139,706) | | (105) |
| | | | | |
| HEALTH GRANTS | | | | |
| 610390 ELC-2 ENHANCED LAB CAPACITY | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 2,361 | 263 | | 263 |
| 4400 AID FROM OTHER GOVT AGENCIES | 810,484 | | 1,261,843 | 657,452 |
| TOTAL REVENUES | 812,845 | 263 | 1,261,843 | 657,715 |
| | | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 186,027 | 240,340 | 886,018 | 886,018 |
| 5100 SERVICES & SUPPLIES | 12,826 | 56,900 | 362,632 | 362,632 |
| 5200 INTERNAL CHARGES | 1,030 | 2,803 | 17,610 | 17,610 |
| TOTAL EXPENDITURES | 199,883 | 300,043 | 1,266,260 | 1,266,260 |
| | | | | |
| 610390 NET COST | 612,962 | (299,780) | (4,417) | (608,545) |
| | | | | |
| 640317 TOBACCO TAX GRANT 17-20 | | | | |
| REVENUES | | | | |
| 4800 OTHER FINANCING SOURCES | 326,340 | 41,126 | 196,437 | 196,437 |
| TOTAL REVENUES | 326,340 | 41,126 | 196,437 | 196,437 |
| | | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 201,389 | 52,778 | 100,831 | 100,831 |
| 5100 SERVICES & SUPPLIES | 94,653 | 56,490 | 75,814 | 75,814 |
| 5200 INTERNAL CHARGES | 30,228 | 15,824 | 19,792 | 19,792 |
| 5800 OTHER FINANCING USES | 57 | | | |
| TOTAL EXPENDITURES | 326,327 | 125,092 | 196,437 | 196,437 |
| | | | | |
| 640317 NET COST | 13 | (83,966) | | |
| | | | | |
| 640322 TOBACCO TAX GRANT 22-25 | | | | |
| REVENUES | | | | |
| 4800 OTHER FINANCING SOURCES | | | 150,000 | 150,000 |
| TOTAL REVENUES | | | 150,000 | 150,000 |
| | | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | | 6,523 | 105,032 | 111,032 |

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|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 5100 SERVICES & SUPPLIES | | 99 | 27,824 | 21,824 |
| 5200 INTERNAL CHARGES | | | 17,144 | 17,144 |
| TOTAL EXPENDITURES | | 6,622 | 150,000 | 150,000 |
| 640322 NET COST (6,622) | | | | |
| 642515 CBCAP | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 7 | 1 | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 28,133 | | 28,133 | 38,133 |
| TOTAL REVENUES | 28,140 | 1 | 28,133 | 38,133 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 22,483 | 10,311 | 17,800 | 17,800 |
| 5100 SERVICES & SUPPLIES | | | | 10,000 |
| 5200 INTERNAL CHARGES | 5,896 | 1,902 | 10,333 | 10,333 |
| TOTAL EXPENDITURES | 28,379 | 12,213 | 28,133 | 38,133 |
| 642515 NET COST (239) (12,212) | | | | |
| 643000 FIRST FIVE COMMISSION | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 6,111 | 342 | 4,000 | 4,000 |
| 4400 AID FROM OTHER GOVT AGENCIES | 408,247 | 100,213 | 506,817 | 539,169 |
| TOTAL REVENUES | 414,358 | 100,555 | 510,817 | 543,169 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 219,134 | 152,460 | 291,129 | 291,129 |
| 5100 SERVICES & SUPPLIES | 170,435 | 85,367 | 247,768 | 280,120 |
| 5200 INTERNAL CHARGES | 25,692 | 12,981 | 32,935 | 32,935 |
| 5500 OTHER CHARGES | 68,000 | 1,859 | 68,000 | 68,000 |
| TOTAL EXPENDITURES | 483,261 | 252,667 | 639,832 | 672,184 |
| 643000 NET COST (68,903) (152,112) (129,015) (129,015) | | | | |
| HEALTH GRANTS NET COST 543,833 (554,692) (133,432) (737,560) | | | | |
| SOCIAL SERVICE | | | | |
| 055801 FIRST PROGRAM | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 330,536 | 59,697 | 229,028 | 189,028 |
| 4600 CHARGES FOR CURRENT SERVICES | | 20,805 | | 40,000 |
| 4800 OTHER FINANCING SOURCES | 69,007 | 51,218 | 264,230 | 264,230 |

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|---------------------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| TOTAL REVENUES | 399,543 | 131,720 | 493,258 | 493,258 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 349,380 | 196,153 | 387,765 | 387,765 |
| 5100 SERVICES & SUPPLIES | 25,484 | 3,112 | 20,218 | 20,218 |
| 5200 INTERNAL CHARGES | 37,617 | 36,946 | 82,829 | 82,829 |
| 5500 OTHER CHARGES | 591 | 398 | 2,500 | 2,500 |
| TOTAL EXPENDITURES | 413,072 | 236,609 | 493,312 | 493,312 |
| 055801 NET COST | (13,529) | (104,889) | (54) | (54) |
| SOCIAL SERVICE NET COST | (13,529) | (104,889) | (54) | (54) |
| SUBSTANCE ABUSE | | | | |
| 045312 DRINKING DRIVER PROGRAM | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 79,190 | 3,606 | 24,381 | 24,381 |
| 4600 CHARGES FOR CURRENT SERVICES | 54,184 | 20,333 | 120,900 | 120,900 |
| TOTAL REVENUES | 133,374 | 23,939 | 145,281 | 145,281 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 97,816 | 26,750 | 109,738 | 109,738 |
| 5100 SERVICES & SUPPLIES | 8,426 | 4,282 | 14,470 | 14,470 |
| 5200 INTERNAL CHARGES | 27,076 | 9,915 | 21,086 | 21,086 |
| TOTAL EXPENDITURES | 133,318 | 40,947 | 145,294 | 145,294 |
| 045312 NET COST | 56 | (17,008) | (13) | (13) |
| 045315 SUBSTANCE USE DISORDERS | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | (351) | 28 | | 28 |
| 4400 AID FROM OTHER GOVT AGENCIES | 695,696 | 152,395 | 789,328 | 871,641 |
| 4600 CHARGES FOR CURRENT SERVICES | 31,864 | 3,144 | 148,640 | 148,640 |
| TOTAL REVENUES | 727,209 | 155,567 | 937,968 | 1,020,309 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 436,285 | 280,778 | 799,244 | 799,244 |
| 5100 SERVICES & SUPPLIES | 26,636 | 13,562 | 79,661 | 162,002 |
| 5200 INTERNAL CHARGES | 70,163 | 25,100 | 59,129 | 59,129 |
| 5800 OTHER FINANCING USES | 170 | | | |
| TOTAL EXPENDITURES | 533,254 | 319,440 | 938,034 | 1,020,375 |

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|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 045315 NET COST | 193,955 | (163,873) | (66) | (66) |
| SUBSTANCE ABUSE NET COST | 194,011 | (180,881) | (79) | (79) |
| WORK INVESTMENT ACT | | | | |
| 613719 WORK INVESTMENT ACT 19-20 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 28,927 | | | |
| TOTAL REVENUES | 28,927 | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 30 | | | |
| 5200 INTERNAL CHARGES | 1 | | | |
| TOTAL EXPENDITURES | 31 | | | |
| 613719 NET COST | 28,896 | | | |
| 613720 WORK INVESTMENT ACT 20-21 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 65,000 | | | |
| TOTAL REVENUES | 65,000 | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 54,949 | | | |
| 5100 SERVICES & SUPPLIES | 5,715 | | | |
| 5200 INTERNAL CHARGES | 8,488 | | | |
| TOTAL EXPENDITURES | 69,152 | | | |
| 613720 NET COST | (4,152) | | | |
| 613721 WORK INVESTMENT ACT 21-22 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | 19,203 | 114,531 | 114,531 |
| TOTAL REVENUES | | 19,203 | 114,531 | 114,531 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | | 24,602 | 73,733 | 73,733 |
| 5100 SERVICES & SUPPLIES | | 1,270 | 3,872 | 4,128 |
| 5200 INTERNAL CHARGES | | 4,344 | 9,704 | 9,704 |
| 5500 OTHER CHARGES | | | 27,222 | 26,966 |
| TOTAL EXPENDITURES | | 30,216 | 114,531 | 114,531 |

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|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 613721 NET COST | | (11,013) | | |
| WORK INVESTMENT ACT NET COST | 24,744 | (11,013) | | |
| HEALTH & HUMAN SERVICES NET COST | 48,479 | (882,478) | (133,660) | (737,893) |
| PLANNING | | | | |
| PLANNING AND ZONING | | | | |
| 620605 YUCCA MOUNTAIN OVERSIGHT | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 6,122 | 362 | 8,000 | 8,000 |
| TOTAL REVENUES | 6,122 | 362 | 8,000 | 8,000 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 4,208 | 2,161 | 4,322 | 4,322 |
| 5100 SERVICES & SUPPLIES | 77,346 | 174,240 | 242,598 | 242,642 |
| 5200 INTERNAL CHARGES | 2,896 | 1,951 | 24,216 | 24,172 |
| TOTAL EXPENDITURES | 84,450 | 178,352 | 271,136 | 271,136 |
| 620605 NET COST | (78,328) | (177,990) | (263,136) | (263,136) |
| PLANNING AND ZONING NET COST | (78,328) | (177,990) | (263,136) | (263,136) |
| PLANNING NET COST | (78,328) | (177,990) | (263,136) | (263,136) |
| PROBATION | | | | |
| PROBATION | | | | |
| 023002 CRIMINAL JUSTICE-REALIGNMENT | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 453,347 | 75,526 | 1,405,347 | 1,405,347 |
| TOTAL REVENUES | 453,347 | 75,526 | 1,405,347 | 1,405,347 |
| EXPENDITURES | | | | |
| 5200 INTERNAL CHARGES | 453,347 | 75,526 | 1,305,347 | 1,305,347 |
| 5500 OTHER CHARGES | | | 100,000 | 100,000 |
| TOTAL EXPENDITURES | 453,347 | 75,526 | 1,405,347 | 1,405,347 |
| 023002 NET COST | | | | |
| 620210 PROP 64 PUBLIC HEALTH & SAFETY | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | | 305,299 | 305,299 |

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|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| TOTAL REVENUES | | | 305,299 | 305,299 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | | 86,780 | 86,780 |
| 5200 INTERNAL CHARGES | | | 148,519 | 148,519 |
| 5600 FIXED ASSETS | | | 70,000 | 70,000 |
| TOTAL EXPENDITURES | | | 305,299 | 305,299 |
| 620210 NET COST | | | | |
| PROBATION NET COST | | | | |
| PROBATION NET COST | | | | |
| PUBLIC WORKS | | | | |
| BISHOP AIRPORT | | | | |
| 150100 BISHOP AIRPORT | | | | |
| REVENUES | | | | |
| 4300 RENTS & LEASES | 195,868 | 96,272 | 185,188 | 290,996 |
| 4350 REV USE OF MONEY & PROPERTY | 99,750 | 44,688 | 98,189 | 98,189 |
| 4400 AID FROM OTHER GOVT AGENCIES | 13,939 | 827,129 | 850,000 | 888,000 |
| 4600 CHARGES FOR CURRENT SERVICES | 822,631 | 353,988 | 972,175 | 1,128,175 |
| 4800 OTHER FINANCING SOURCES | 56,665 | | | |
| 4900 OTHER REVENUE | 2,772 | 1,331 | 2,100 | 2,100 |
| TOTAL REVENUES | 1,191,625 | 1,323,408 | 2,107,652 | 2,407,460 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 337,839 | 290,884 | 621,117 | 621,117 |
| 5100 SERVICES & SUPPLIES | 423,705 | 344,873 | 835,601 | 1,018,747 |
| 5200 INTERNAL CHARGES | 128,068 | 61,185 | 110,007 | 128,573 |
| 5600 FIXED ASSETS | | 853,674 | 853,674 | 853,674 |
| TOTAL EXPENDITURES | 889,612 | 1,550,616 | 2,420,399 | 2,622,111 |
| 150100 NET COST | 302,013 | (227,208) | (312,747) | (214,651) |
| 150200 BISHOP AIRPORT - SPECIAL | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 241 | 7 | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 10,000 | | 10,000 | 10,000 |
| TOTAL REVENUES | 10,241 | 7 | 10,000 | 10,000 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 4,630 | 3,918 | 8,053 | 8,053 |
| 5200 INTERNAL CHARGES | | 266 | 1,947 | 1,947 |

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|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 5800 OTHER FINANCING USES | 24,000 | | | |
| TOTAL EXPENDITURES | 28,630 | 4,184 | 10,000 | 10,000 |
| 150200 NET COST | (18,389) | (4,177) | | |
| | | | | |
| 630305 BISHOP AIR TAXIWAY REHAB | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 1,495,461 | | | |
| TOTAL REVENUES | 1,495,461 | | | |
| | | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 89,521 | | | |
| 5200 INTERNAL CHARGES | 12,543 | | | |
| 5600 FIXED ASSETS | 1,409,559 | | | |
| TOTAL EXPENDITURES | 1,511,623 | | | |
| 630305 NET COST | (16,162) | | | |
| | | | | |
| 630306 BISHOP AIR ENVIR ASSESSMENT | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 266,876 | | 225,863 | 225,863 |
| 4800 OTHER FINANCING SOURCES | | | 48,000 | 48,000 |
| TOTAL REVENUES | 266,876 | | 273,863 | 273,863 |
| | | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 254,001 | 82,748 | 240,595 | 240,595 |
| 5200 INTERNAL CHARGES | 12,875 | 442 | 10,000 | 10,000 |
| TOTAL EXPENDITURES | 266,876 | 83,190 | 250,595 | 250,595 |
| 630306 NET COST | | (83,190) | 23,268 | 23,268 |
| BISHOP AIRPORT NET COST | 267,462 | (314,575) | (289,479) | (191,383) |
| | | | | |
| COUNTY SERVICE AREA #2 | | | | |
| 810001 COUNTY SERVICE AREA #2 | | | | |
| REVENUES | | | | |
| 4000 TAXES - PROPERTY | 2,258 | | | |
| 4350 REV USE OF MONEY & PROPERTY | 1,300 | 92 | 1,500 | 1,500 |
| 4600 CHARGES FOR CURRENT SERVICES | 53,383 | 564 | 53,000 | 53,000 |
| TOTAL REVENUES | 56,941 | 656 | 54,500 | 54,500 |
| | | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 4,041 | 1,729 | 4,512 | 4,512 |

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| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 5100 SERVICES & SUPPLIES | 16,458 | 11,422 | 49,600 | 49,600 |
| 5200 INTERNAL CHARGES | 10,996 | 4,651 | 18,484 | 18,484 |
| 5600 FIXED ASSETS | | | 50,000 | 50,000 |
| TOTAL EXPENDITURES | 31,495 | 17,802 | 122,596 | 122,596 |
| 810001 NET COST | 25,446 | (17,146) | (68,096) | (68,096) |
| COUNTY SERVICE AREA #2 NET COST | 25,446 | (17,146) | (68,096) | (68,096) |
| INDEPENDENCE AIRPORT | | | | |
| 150300 INDEPENDENCE AIRPORT | | | | |
| REVENUES | | | | |
| 4300 RENTS & LEASES | 3,291 | 858 | 3,270 | 3,270 |
| 4350 REV USE OF MONEY & PROPERTY | 14,525 | 6 | 14,750 | 14,750 |
| TOTAL REVENUES | 17,816 | 864 | 18,020 | 18,020 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 3,367 | 3,439 | 3,439 | 3,439 |
| 5100 SERVICES & SUPPLIES | 1,225 | 673 | 3,600 | 3,600 |
| 5200 INTERNAL CHARGES | 25,408 | 4,921 | 11,658 | 11,658 |
| TOTAL EXPENDITURES | 30,000 | 9,033 | 18,697 | 18,697 |
| 150300 NET COST | (12,184) | (8,169) | (677) | (677) |
| 150400 INDEPENDENCE AIRPORT - SPECIAL | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 185 | 14 | 250 | 250 |
| 4400 AID FROM OTHER GOVT AGENCIES | 10,000 | | 10,000 | 10,000 |
| TOTAL REVENUES | 10,185 | 14 | 10,250 | 10,250 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 6,489 | 1,554 | 8,886 | 8,886 |
| 5200 INTERNAL CHARGES | | | 1,364 | 1,364 |
| TOTAL EXPENDITURES | 6,489 | 1,554 | 10,250 | 10,250 |
| 150400 NET COST | 3,696 | (1,540) | | |
| INDEPENDENCE AIRPORT NET COST | (8,488) | (9,709) | (677) | (677) |
| LONE PINE AIRPORT | | | | |
| 150500 LONE PINE/DEATH VALLEY AIRPORT | | | | |
| REVENUES | | | | |
| 4300 RENTS & LEASES | 32,168 | 12,262 | 30,370 | 30,370 |

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|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 4350 REV USE OF MONEY & PROPERTY | 1,781 | 19 | 1,600 | 1,600 |
| 4400 AID FROM OTHER GOVT AGENCIES | 20,000 | | 9,000 | 14,000 |
| 4600 CHARGES FOR CURRENT SERVICES | 53,537 | 26,919 | 57,202 | 72,202 |
| TOTAL REVENUES | 107,486 | 39,200 | 98,172 | 118,172 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 62,322 | 49,094 | 63,530 | 83,530 |
| 5200 INTERNAL CHARGES | 37,053 | 16,350 | 34,642 | 34,642 |
| TOTAL EXPENDITURES | 99,375 | 65,444 | 98,172 | 118,172 |
| 150500 NET COST | 8,111 | (26,244) | | |
| 150504 LP/DV AIRPORT PAVEMENT | | | | |
| REVENUES | | | | |
| TOTAL REVENUES | | | | |
| EXPENDITURES | | | | |
| TOTAL EXPENDITURES | | | | |
| 150504 NET COST | | | | |
| 150600 LONE PINE/DEATH VALLEY AIR-SP | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 177 | 13 | 250 | 250 |
| 4400 AID FROM OTHER GOVT AGENCIES | 10,000 | | 10,000 | 10,000 |
| TOTAL REVENUES | 10,177 | 13 | 10,250 | 10,250 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 232 | 237 | 237 | 237 |
| 5100 SERVICES & SUPPLIES | 5,755 | 2,281 | 7,434 | 7,434 |
| 5200 INTERNAL CHARGES | 2,399 | | 2,579 | 2,579 |
| TOTAL EXPENDITURES | 8,386 | 2,518 | 10,250 | 10,250 |
| 150600 NET COST | 1,791 | (2,505) | | |
| LONE PINE AIRPORT NET COST | 9,902 | (28,749) | | |
| LTC | | | | |
| 504605 TRANSPORTATION & PLANNING TRST | | | | |
| REVENUES | | | | |
| 4060 TAXES - SALES | 69,579 | 77,204 | 86,973 | 125,105 |
| 4350 REV USE OF MONEY & PROPERTY | 1,775 | 217 | 1,300 | 1,300 |
| 4400 AID FROM OTHER GOVT AGENCIES | 663,848 | 308,211 | 524,525 | 579,784 |

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| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| TOTAL REVENUES | 735,202 | 385,632 | 612,798 | 706,189 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 217,957 | 126,411 | 300,589 | 300,589 |
| 5100 SERVICES & SUPPLIES | 117,510 | 18,804 | 80,777 | 161,929 |
| 5200 INTERNAL CHARGES | 71,555 | 25,553 | 48,368 | 68,368 |
| 5500 OTHER CHARGES | 124,057 | 122,525 | 122,525 | 122,525 |
| 5600 FIXED ASSETS | | | 7,500 | 7,500 |
| TOTAL EXPENDITURES | 531,079 | 293,293 | 559,759 | 660,911 |
| 504605 NET COST | 204,123 | 92,339 | 53,039 | 45,278 |
| LTC NET COST | 204,123 | 92,339 | 53,039 | 45,278 |
| N/A | | | | |
| 506907 PARKS REHAB & DEVELOPMENT TRST | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 1,839 | 72 | | |
| TOTAL REVENUES | 1,839 | 72 | | |
| EXPENDITURES | | | | |
| 5800 OTHER FINANCING USES | 100,000 | | | 4,950 |
| TOTAL EXPENDITURES | 100,000 | | | 4,950 |
| 506907 NET COST | (98,161) | 72 | | (4,950) |
| N/A NET COST | (98,161) | 72 | | (4,950) |
| PARKS AND RECREATION | | | | |
| 670200 PER CAPITA GRANT-PROP 68 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | | 400,000 | 400,000 |
| 4800 OTHER FINANCING SOURCES | 140,000 | | | |
| TOTAL REVENUES | 140,000 | | 400,000 | 400,000 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | | 90,000 | 90,000 |
| 5600 FIXED ASSETS | | | 499,000 | 499,000 |
| TOTAL EXPENDITURES | | | 589,000 | 589,000 |
| 670200 NET COST | 140,000 | | (189,000) | (189,000) |

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|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| PARKS AND RECREATION NET COST | 140,000 | | (189,000) | (189,000) |
| PUBLIC WORKS | | | | |
| 011501 PUBLIC WORKS - DEFERRED MAINT | | | | |
| REVENUES | | | | |
| 4800 OTHER FINANCING SOURCES | 250,723 | | 418,500 | 418,500 |
| TOTAL REVENUES | 250,723 | | 418,500 | 418,500 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 125,461 | 368,292 | 731,231 | 731,231 |
| 5600 FIXED ASSETS | 700,202 | 64,926 | 104,926 | 104,926 |
| TOTAL EXPENDITURES | 825,663 | 433,218 | 836,157 | 836,157 |
| 011501 NET COST | (574,940) | (433,218) | (417,657) | (417,657) |
| 152199 WATER SYSTEMS | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 459 | | 500 | 500 |
| 4400 AID FROM OTHER GOVT AGENCIES | 145,478 | | | |
| 4600 CHARGES FOR CURRENT SERVICES | 738,953 | 254,612 | 699,199 | 699,199 |
| TOTAL REVENUES | 884,890 | 254,612 | 699,699 | 699,699 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 274,180 | 125,676 | 351,880 | 351,880 |
| 5100 SERVICES & SUPPLIES | 112,024 | 21,961 | 83,156 | 83,156 |
| 5200 INTERNAL CHARGES | 124,970 | 52,687 | 124,364 | 124,364 |
| 5550 DEBT SERVICE PRINCIPAL | 15,191 | 7,791 | 15,715 | 15,715 |
| 5560 DEBT SERVICE INTEREST | 1,838 | 724 | 1,316 | 1,316 |
| 5600 FIXED ASSETS | 191,984 | | | |
| TOTAL EXPENDITURES | 720,187 | 208,839 | 576,431 | 576,431 |
| 152199 NET COST | 164,703 | 45,773 | 123,268 | 123,268 |
| 630400 BISHOP AIR TERMINAL AREA IMPRV | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | | 175,470 | 175,470 |
| 4800 OTHER FINANCING SOURCES | | | 896,230 | 896,230 |
| TOTAL REVENUES | | | 1,071,700 | 1,071,700 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | 32,872 | 55,700 | 57,200 |
| 5200 INTERNAL CHARGES | | 3,942 | 34,300 | 44,300 |
| 5600 FIXED ASSETS | | 886,700 | 981,700 | 970,200 |

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|-------------------------------------|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| TOTAL EXPENDITURES | | 923,514 | 1,071,700 | 1,071,700 |
| 630400 NET COST | | (923,514) | | |
| 800001 BIG PINE LIGHTING | | | | |
| REVENUES | | | | |
| 4000 TAXES - PROPERTY | 27,749 | 2,372 | 27,000 | 27,000 |
| 4350 REV USE OF MONEY & PROPERTY | 2,811 | 182 | 3,000 | 3,000 |
| 4400 AID FROM OTHER GOVT AGENCIES | 131 | | 75 | 75 |
| TOTAL REVENUES | 30,691 | 2,554 | 30,075 | 30,075 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 6,787 | 3,045 | 7,557 | 7,557 |
| 5100 SERVICES & SUPPLIES | 7,536 | 3,496 | 23,110 | 23,110 |
| 5200 INTERNAL CHARGES | 4,445 | 2,624 | 5,746 | 5,746 |
| TOTAL EXPENDITURES | 18,768 | 9,165 | 36,413 | 36,413 |
| 800001 NET COST | 11,923 | (6,611) | (6,338) | (6,338) |
| 800101 INDEPENDENCE LIGHTING | | | | |
| REVENUES | | | | |
| 4000 TAXES - PROPERTY | 28,870 | 2,458 | 28,510 | 28,510 |
| 4350 REV USE OF MONEY & PROPERTY | 3,159 | 206 | 4,200 | 4,200 |
| 4400 AID FROM OTHER GOVT AGENCIES | 136 | | 75 | 75 |
| TOTAL REVENUES | 32,165 | 2,664 | 32,785 | 32,785 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 4,601 | 2,222 | 5,122 | 5,122 |
| 5100 SERVICES & SUPPLIES | 4,369 | 1,820 | 19,310 | 19,310 |
| 5200 INTERNAL CHARGES | 4,432 | 3,426 | 8,353 | 8,353 |
| TOTAL EXPENDITURES | 13,402 | 7,468 | 32,785 | 32,785 |
| 800101 NET COST | 18,763 | (4,804) | | |
| 800201 LONE PINE LIGHTING | | | | |
| REVENUES | | | | |
| 4000 TAXES - PROPERTY | 25,258 | 2,112 | 25,000 | 25,000 |
| 4350 REV USE OF MONEY & PROPERTY | 1,741 | 112 | 2,000 | 2,000 |
| 4400 AID FROM OTHER GOVT AGENCIES | 118 | | 60 | 60 |
| TOTAL REVENUES | 27,117 | 2,224 | 27,060 | 27,060 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 4,601 | 2,222 | 5,122 | 5,122 |

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|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 5100 SERVICES & SUPPLIES | 12,188 | 5,281 | 41,110 | 41,110 |
| 5200 INTERNAL CHARGES | 4,632 | 2,491 | 7,483 | 7,483 |
| TOTAL EXPENDITURES | 21,421 | 9,994 | 53,715 | 53,715 |
| | | | | |
| 800201 NET COST | 5,696 | (7,770) | (26,655) | (26,655) |
| | | | | |
| PUBLIC WORKS NET COST | (373,855) | (1,330,144) | (327,382) | (327,382) |
| | | | | |
| ROAD | | | | |
| 034600 ROAD REVENUES | | | | |
| 4100 LICENSES & PERMITS | 23,994 | 9,195 | 20,000 | 20,000 |
| 4350 REV USE OF MONEY & PROPERTY | 40,626 | 3,243 | 40,000 | 40,000 |
| 4400 AID FROM OTHER GOVT AGENCIES | 7,950,370 | 3,625,559 | 10,186,970 | 10,186,970 |
| 4600 CHARGES FOR CURRENT SERVICES | 208,981 | 18,515 | 57,589 | 57,589 |
| 4900 OTHER REVENUE | 14,030 | 13,268 | 21,000 | 21,000 |
| TOTAL REVENUES | 8,238,001 | 3,669,780 | 10,325,559 | 10,325,559 |
| | | | | |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 3,395,600 | 1,915,191 | 4,152,750 | 4,152,750 |
| 5100 SERVICES & SUPPLIES | 1,373,564 | 668,735 | 1,977,306 | 1,887,327 |
| 5200 INTERNAL CHARGES | 724,503 | 254,975 | 716,109 | 716,173 |
| 5600 FIXED ASSETS | 1,378,481 | 1,728,680 | 4,835,728 | 4,925,643 |
| 5800 OTHER FINANCING USES | | | 20,000 | 20,000 |
| TOTAL EXPENDITURES | 6,872,148 | 4,567,581 | 11,701,893 | 11,701,893 |
| | | | | |
| 034600 NET COST | 1,365,853 | (897,801) | (1,376,334) | (1,376,334) |
| | | | | |
| 034601 ROAD PROJECTS - STATE FUNDED REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 921,963 | 834,718 | 823,957 | 823,957 |
| 4800 OTHER FINANCING SOURCES | | | 20,000 | 20,000 |
| TOTAL REVENUES | 921,963 | 834,718 | 843,957 | 843,957 |
| | | | | |
| EXPENDITURES | | | | |
| 5600 FIXED ASSETS | 1,356,252 | 530,802 | 1,165,024 | 1,165,024 |
| TOTAL EXPENDITURES | 1,356,252 | 530,802 | 1,165,024 | 1,165,024 |
| | | | | |
| 034601 NET COST | (434,289) | 303,916 | (321,067) | (321,067) |
| | | | | |
| 631100 BISHOP AIR REHAB RUNWAY 12-30 REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 7,349,776 | | 23,000 | 23,000 |

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|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| TOTAL REVENUES | 7,349,776 | | 23,000 | 23,000 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 299,735 | | | |
| 5200 INTERNAL CHARGES | 70,701 | | 5,000 | 5,000 |
| 5600 FIXED ASSETS | 6,979,339 | | 18,000 | 18,000 |
| TOTAL EXPENDITURES | 7,349,775 | | 23,000 | 23,000 |
| 631100 NET COST | 1 | | | |
| ROAD NET COST | 931,565 | (593,885) | (1,697,401) | (1,697,401) |
| SHOSHONE AIRPORT | | | | |
| 150800 SHOSHONE AIRPORT - SPECIAL | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 319 | 23 | 10 | 10 |
| 4400 AID FROM OTHER GOVT AGENCIES | 10,000 | | 10,000 | 10,000 |
| TOTAL REVENUES | 10,319 | 23 | 10,010 | 10,010 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 116 | 119 | 119 | 119 |
| 5100 SERVICES & SUPPLIES | 899 | 432 | 7,204 | 7,204 |
| 5200 INTERNAL CHARGES | 4,679 | 364 | 2,581 | 2,581 |
| TOTAL EXPENDITURES | 5,694 | 915 | 9,904 | 9,904 |
| 150800 NET COST | 4,625 | (892) | 106 | 106 |
| SHOSHONE AIRPORT NET COST | 4,625 | (892) | 106 | 106 |
| SOLID WASTE DISPOSAL | | | | |
| 045700 RECYCLING & WASTE MGMT | | | | |
| REVENUES | | | | |
| 4060 TAXES - SALES | 1,600,429 | 885,277 | 1,500,000 | 1,500,000 |
| 4100 LICENSES & PERMITS | 498,355 | 123,751 | 475,000 | 475,000 |
| 4350 REV USE OF MONEY & PROPERTY | 27,359 | 3,043 | 24,380 | 19,781 |
| 4400 AID FROM OTHER GOVT AGENCIES | 15,316 | | 35,000 | 35,000 |
| 4600 CHARGES FOR CURRENT SERVICES | 1,607,829 | 608,781 | 1,572,333 | 1,576,932 |
| 4800 OTHER FINANCING SOURCES | | 272,270 | 274,797 | 274,797 |
| 4900 OTHER REVENUE | 21,355 | 25 | 15,000 | 15,000 |
| TOTAL REVENUES | 3,770,643 | 1,893,147 | 3,896,510 | 3,896,510 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 1,243,037 | 706,470 | 1,476,203 | 1,476,203 |
| 5100 SERVICES & SUPPLIES | 1,283,456 | 762,894 | 1,519,902 | 1,464,892 |

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|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 5200 INTERNAL CHARGES | 290,528 | 81,063 | 372,571 | 417,363 |
| 5550 DEBT SERVICE PRINCIPAL | 232,903 | 157,566 | 195,719 | 205,937 |
| 5560 DEBT SERVICE INTEREST | 20,657 | 8,141 | 22,552 | 22,552 |
| 5600 FIXED ASSETS | 270,434 | 274,772 | 799,120 | 799,120 |
| 5800 OTHER FINANCING USES | | 721,000 | 721,000 | 721,000 |
| TOTAL EXPENDITURES | 3,341,015 | 2,711,906 | 5,107,067 | 5,107,067 |
| 045700 NET COST | 429,628 | (818,759) | (1,210,557) | (1,210,557) |
| 045701 RECYCLING & WASTE CAPITAL IMPR | | | | |
| REVENUES | | | | |
| 4800 OTHER FINANCING SOURCES | | 721,000 | 721,000 | 721,000 |
| TOTAL REVENUES | | 721,000 | 721,000 | 721,000 |
| EXPENDITURES | | | | |
| 5800 OTHER FINANCING USES | | 272,270 | 274,797 | 274,797 |
| TOTAL EXPENDITURES | | 272,270 | 274,797 | 274,797 |
| 045701 NET COST | | 448,730 | 446,203 | 446,203 |
| 643111 TECOPA LAGOON PHASE 2 | | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | | 23,243 | 23,243 |
| 5200 INTERNAL CHARGES | | | 1,000 | 1,000 |
| 5600 FIXED ASSETS | | | 233,883 | 233,883 |
| TOTAL EXPENDITURES | | | 258,126 | 258,126 |
| 643111 NET COST | | | (258,126) | (258,126) |
| SOLID WASTE DISPOSAL NET COST | 429,628 | (370,029) | (1,022,480) | (1,022,480) |
| PUBLIC WORKS NET COST | 1,532,247 | (2,572,718) | (3,541,370) | (3,455,985) |
| SHERIFF | | | | |
| SHERIFF GRANTS | | | | |
| 671413 CALMET TASK FORCE | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 123,060 | 56,254 | 122,558 | 122,558 |
| TOTAL REVENUES | 123,060 | 56,254 | 122,558 | 122,558 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | 52,270 | 50,369 | 88,347 | 88,347 |
| 5200 INTERNAL CHARGES | 49,805 | 13,821 | 76,863 | 76,863 |

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|--|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 5500 OTHER CHARGES | 10,000 | 10,000 | 10,000 | 10,000 |
| 5600 FIXED ASSETS | | | 5,500 | 5,500 |
| TOTAL EXPENDITURES | 112,075 | 74,190 | 180,710 | 180,710 |
| 671413 NET COST | 10,985 | (17,936) | (58,152) | (58,152) |
| 671507 ILLEGAL CANNABIS SUPPRESSION | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 12,404 | 21,507 | 20,000 | 21,507 |
| TOTAL REVENUES | 12,404 | 21,507 | 20,000 | 21,507 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 8,062 | | 15,000 | 15,000 |
| 5100 SERVICES & SUPPLIES | 2,296 | 765 | 5,000 | 6,507 |
| TOTAL EXPENDITURES | 10,358 | 765 | 20,000 | 21,507 |
| 671507 NET COST | 2,046 | 20,742 | | |
| SHERIFF GRANTS NET COST | 13,031 | 2,806 | (58,152) | (58,152) |
| SHERIFF OFF HIGHWAY VEHICLE | | | | |
| 623519 OFF HWY VEHICLE GRANT 19-20 | | | | |
| REVENUES | | | | |
| TOTAL REVENUES | | | | |
| EXPENDITURES | | | | |
| TOTAL EXPENDITURES | | | | |
| 623519 NET COST | | | | |
| 623520 OFF HWY VEHICLE GRANT 20-21 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 14,303 | | | |
| TOTAL REVENUES | 14,303 | | | |
| EXPENDITURES | | | | |
| 5200 INTERNAL CHARGES | (336) | | | |
| 5600 FIXED ASSETS | 52,611 | | | |
| TOTAL EXPENDITURES | 52,275 | | | |
| 623520 NET COST | (37,972) | | | |

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|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 623521 OFF HWY VEHICLE GRANT 21-22 | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | | 42,000 | 52,753 |
| TOTAL REVENUES | | | 42,000 | 52,753 |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | | 2,000 | 2,000 |
| 5200 INTERNAL CHARGES | | 219 | 20,439 | 20,439 |
| 5600 FIXED ASSETS | | | 19,561 | 30,314 |
| TOTAL EXPENDITURES | | 219 | 42,000 | 52,753 |
| 623521 NET COST | | (219) | | |
| SHERIFF OFF HIGHWAY VEHICLE NET COST | (37,972) | (219) | | |
| SHERIFF NET COST | (24,941) | 2,587 | (58,152) | (58,152) |

WATER

WATER

| | | | | |
|-----------------------------------|------------------|------------------|------------------|------------------|
| 024102 WATER DEPARTMENT | | | | |
| REVENUES | | | | |
| 4350 REV USE OF MONEY & PROPERTY | 9,639 | 870 | 11,000 | 5,000 |
| 4400 AID FROM OTHER GOVT AGENCIES | 1,658,039 | 1,696,169 | 1,826,037 | 1,826,037 |
| 4600 CHARGES FOR CURRENT SERVICES | 1,200 | | 1,200 | 1,200 |
| 4800 OTHER FINANCING SOURCES | 91,679 | | 80,000 | 80,000 |
| 4900 OTHER REVENUE | | 81 | 100 | 100 |
| TOTAL REVENUES | 1,760,557 | 1,697,120 | 1,918,337 | 1,912,337 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 1,115,838 | 616,072 | 1,254,864 | 1,259,500 |
| 5100 SERVICES & SUPPLIES | 149,927 | 68,125 | 284,389 | 274,389 |
| 5200 INTERNAL CHARGES | 256,159 | 64,976 | 185,884 | 185,082 |
| 5500 OTHER CHARGES | 143,793 | 5,000 | 85,000 | 85,000 |
| TOTAL EXPENDITURES | 1,665,717 | 754,173 | 1,810,137 | 1,803,971 |
| 024102 NET COST | 94,840 | 942,947 | 108,200 | 108,366 |
| 024502 SALT CEDAR PROJECT | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 70,538 | | 83,879 | 151,485 |
| TOTAL REVENUES | 70,538 | | 83,879 | 151,485 |
| EXPENDITURES | | | | |
| 5000 SALARIES & BENEFITS | 49,452 | 37,843 | 55,114 | 76,684 |

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2021 RUN DATE: 02/14/2022

| | Prior Actuals FY 2020-21 | YTD Actuals FY 2021-22 | Working Budget FY 2021-22 | Mid-Year Budget FY 2021-22 |
|---|-----------------------------|---------------------------|---------------------------------|----------------------------------|
| 5100 SERVICES & SUPPLIES | 638 | 1,917 | 1,400 | 56,400 |
| 5200 INTERNAL CHARGES | 20,447 | 7,201 | 18,401 | 18,401 |
| TOTAL EXPENDITURES | 70,537 | 46,961 | 74,915 | 151,485 |
| | | | | |
| 024502 NET COST | 1 | (46,961) | 8,964 | |
| | | | | |
| 621902 OWENS RIVER WATER TRAIL GRANT | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | | | 500,032 | 500,032 |
| TOTAL REVENUES | | | 500,032 | 500,032 |
| | | | | |
| EXPENDITURES | | | | |
| 5100 SERVICES & SUPPLIES | | | 500,032 | 500,032 |
| TOTAL EXPENDITURES | | | 500,032 | 500,032 |
| | | | | |
| 621902 NET COST | | | | |
| | | | | |
| 621903 BIG PINE RECYCLE WATER PRJ | | | | |
| REVENUES | | | | |
| 4400 AID FROM OTHER GOVT AGENCIES | 26,259 | 26,259 | | |
| TOTAL REVENUES | 26,259 | 26,259 | | |
| | | | | |
| EXPENDITURES | | | | |
| TOTAL EXPENDITURES | | | | |
| | | | | |
| 621903 NET COST | 26,259 | | | |
| | | | | |
| 621904 CEQA STUDY | | | | |
| REVENUES | | | | |
| TOTAL REVENUES | | | | |
| | | | | |
| EXPENDITURES | | | | |
| TOTAL EXPENDITURES | | | | |
| | | | | |
| 621904 NET COST | | | | |
| | | | | |
| WATER NET COST | 121,100 | 895,986 | 117,164 | 108,366 |
| | | | | |
| WATER NET COST | 121,100 | 895,986 | 117,164 | 108,366 |
| | | | | |
| TOTAL NET COST | 5,156,143 | (15,105,415) | (16,450,518) | (16,639,417) |



COUNTY OF INYO

BUDGET CONTROL AND RESPONSIBILITY & EXTRAORDINARY BUDGET POLICIES

I. PURPOSE

The purpose of this policy is to ensure that department heads are responsible and accountable to maintain their department expenditure levels within the adopted budget and to collect, in a timely manner, the full amount of revenues budgeted.

II. GUIDING PRINCIPLES FOR THE REQUESTED, RECOMMENDED AND ADOPTED BUDGETS

With the exception of traditional General Fund Discretionary Revenues (i.e., sales tax, property tax and other general purpose revenues) all versions of the budget(s) should reflect an appropriation for all expenditures to be incurred and revenues expected to be received during the Fiscal Year.

For example:

- General Fund Discretionary Revenues will be budgeted in a separate budget to be known as “General Revenues” and will be the joint responsibility of the County Administrator and the Auditor-Controller;
- Grant expenditures and revenues need to be appropriated on an annual basis;
- Revenues directed to a specific program and/or department will be reflected in the receiving program and/or department (i.e., Trial Court Funds in the court budgets, Prop 172 in the Public Safety departments, Health Realignment in Health, etc.);
- All Capital Project Budgets will reflect anticipated expenditures as well as clearly delineate the source(s) and amount(s) of all offsetting revenues;
- The General Fund obligation/contribution to a program and/or department will be reflected as the “Net County Cost” of said program and/or department;



III. SUBMISSION OF AMENDMENTS TO THE ADOPTED BUDGET PLAN

If a department determines it cannot operate within the parameters of the Adopted Budget, the department shall submit a plan to the County Administrator as soon as the department determines a problem exists, outlining corrective actions necessary to bring their budget under control for the balance of the fiscal year.

IV. APPROPRIATION OF UNANTICIPATED REVENUE

Unanticipated revenue is generally a new source of revenue for a specific purpose not originally included in the budget.

- A. The appropriation of **UNANTICIPATED REVENUE** during the year will **NOT** be permitted unless the department has realized its pro rata percentage of estimated revenue, e.g., a department with an estimated revenue of \$100,000 must have received at least \$25,000 by September 30th before the Board will consider approval of the request to appropriate unanticipated revenue.

Department Heads in processing **FUND TRANSFERS** must specify the date(s) by which the unanticipated revenue will be received and whether it will be in advance of in arrears (after costs have been incurred). If the full amount of unanticipated revenue will lag behind the expenditure of program funds, this must be specified on the fund transfer with a recommendation as to how to deal with the negative cash flow.

- B. Exceptions to IV.A. will be considered on a case-by-case basis. For example, unanticipated revenue for a new program, restricted program, etc. would probably constitute an exception.

V. BUDGET CONTROL

- A. During the Fiscal Year, the following expenditure accounts will be subject to object code controlled at the object level. This means that changes/transfers from these accounts will require prior approval of the County Administrator.



1. Workers Compensation
 2. Liability Insurance
 3. Public Liability Insurance
 4. Motor Poll
 5. Telephone – Internal
 6. Postage – Internal
 7. Computer Charge – Internal
 8. Any other charges categories (5500)
- B. All other expenditure object codes will be controlled and monitored at the object category level (i.e., 5000 - Salaries & Benefits; 5100 – Services and Supplies; 5600 – Fixed Assets) by the Auditor-Controller.

All appropriation changes/transfers between object categories will require prior approval of the County Administrator.

- C. Department’s expenditures for grant-funded programs shall not exceed projected grant revenues. Authorization to “increase” appropriations without offsetting revenues must be obtained from the Board of Supervisors.

Note 1: This policy applies even if a department is within its overall departmental expenditure and revenue budget.

Note 2: Should expenditures exceed the projected grant revenues, the Auditor-Controller will inform the department of this occurrence so the department can work with the County Administrator to get the appropriate authorization to “increase” appropriations from the Board of Supervisors.

- D. The County Administrator is authorized to approve a new fixed asset or augment an existing fixed asset in an amount not to exceed \$10,000, provided that the total appropriation of the budget unit is not increased.
- E. If an **OVER-EXPENDITURE** is projected to occur, the department head shall perform one of more of the following steps.
1. Lower the expenditure level to maintain overall expenditures within the budgeted amount at the object level or overall departmental budget.
 2. Request an Appropriation Change from another object category within the same budget.



3. Request an Appropriation Change from another budget unit within the same department and under the Department Head's control.
 4. Prepare a memo to the County Administrator, providing adequate justification. Additionally, prepare an Appropriation Change Request Form for an appropriation from Contingencies and an agenda item for the Board of Supervisors approval.
- F. If estimated revenue is projected to be **UNDER-ACHIEVED**, the Department Head shall perform one or more of the following steps.
1. Lower expenditure levels so Net County Costs are not exceeded.
 2. Same as Section V.E.

VI. PROCESSING OF OVER-EXPENDED ACCOUNTS

- A. It shall be the responsibility of the Auditor-Controller to not process any payment request when an over-expenditure of object categories of accounts will occur and there has been no increase in appropriations approved either by the County Administrator or the Board of Supervisors as defined under Section IV.B.
- B. It shall be the Department's responsibility to initiate appropriation changes between non-controlled objects to keep them from being over-expended. In the event that an appropriation change is not processed in a timely manner and the object code is over-expended, as long as the total object category is not over-expended, the Auditor-Controller will continue to process any payments and inform the Department of the over-expenditure and request an immediate correction. However, should the Department consistently over-expend object line items, the Auditor-Controller will inform the County Administrator who will take appropriate corrective actions, which may include requesting Board of Supervisors approval to implement budget controls over the department's entire budget.
- C. It shall be the responsibility of the Purchasing Agent to withhold the processing of any purchase order which would result in over-expenditure of the Fixed Assets Object.
- D. Even if expenditure savings are available, the transfer of funds between major object categories (i.e., Salaries and Services and Supplies) will NOT be authorized if a department's Net County Cost is projected to exceed that originally budgeted and approved by the Board of Supervisors. The department should take corrective action(s) as outlined in Section V.E and/or F.



VII. APPROPRIATION FROM CONTINGENCIES

It will be the Department Head's responsibility to fully justify a request for an appropriation from contingencies and demonstrate an inability to reduce corresponding expenditures and/or increase revenues in other areas of the budget. In addition, the County Administrator, in working with the affected departments, reserves the right to use savings in other areas of the County budget to offset shortfalls before using contingencies.

VIII. REPORTS

Department Heads shall submit MID-YEAR and THIRD QUARTER FINANCIAL REPORTS to the County Administrator. These reports will provide a projection of the department's expenditures, revenues and Net County Cost for the fiscal year and include the reasons for over-expenditures and/or under-realization of revenues, along with a corrective action plan by the Department.

It shall be the responsibility of the County Administrator to submit the Mid-Year and Third-Quarter Financial Report to the Board of Supervisors. The Mid-Year Financial Report will usually occur in January and Third-Quarter Financial Report will usually occur in April. Subsequent financial reports may be required based on the overall financial condition of the County and/or as directed by the Board of Supervisors.

IX. ACCOUNTABILITY

As provided for in State law, it is the intent of the Board of Supervisors to hold Department Heads PERSONALLY LIABLE for over-spending their budgets and not adhering to the foregoing policy. Department Heads may be required to address the Board of Supervisors and/or the County Administrator on the financial performance of their departments.



EXTRAORDINARY BUDGET CONTROL POLICIES

1. Department heads are responsible and accountable to maintain their department budgets.
2. Departments must promptly prepare and submit billings for reimbursable revenue; doing so as soon as permissible under the terms of the applicable funding agreement or program guidelines.
3. Upon being notified, or otherwise learning of a reduction in funding, or a possible reduction in funding that could impact a department's ability to collect the full amount of budgeted revenues, the department head shall immediately notify, in writing, the Board of Supervisors and County Budget Officer.
4. Upon being notified of the suspension or elimination of payments, or upon learning of any other known reduction in budgeted revenues, the department head shall immediately prepare appropriate amendments to the affected budget(s) for consideration by the Board of Supervisors within two-weeks of the notice.
5. Minimize purchases to maximize end-of-the-year Fund Balance.
6. Minimize travel expense to maximize end-of-the-year Fund Balance.
7. To enrich cultural and recreational opportunities for residents and visitors alike, and to provide assistance to the local tourism industry in attracting visitors to the county, the County will strive to maintain Advertising County Resources programs and contracts to the extent practical when considering other Budget needs and revenue projections, but no recipient of a County grant or contract should assume or count on continued funding beyond the year in which the grant or contract is awarded.
8. Department heads responsible for programs that might be proposed for realignment or restructuring by the State, need to evaluate all realignment/restructuring proposals and alert the Board of Supervisors and County Administrator of the proposals, their potential impacts (positive and negative), and any issues specific to Inyo County or small rural counties in general.
9. Departments are encouraged to remain cognizant and utilize the principles of Service Redesign to achieve ongoing reductions in expense of increases in revenues.



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Melissa Best-Baker

SUBJECT: Approval of Budget Amendment for the Fiscal Year 2021-2022 Social Services Budget

RECOMMENDED ACTION:

Request Board amend the Fiscal Year 2021-2022 Social Services Budget #055800 as follows: increase estimated revenue in State Public Assist Admin (Revenue Code No. 4421) by \$750,000 and increase appropriation in Salaried Employees (5501) by \$146,441; Retirement & Social Security (5021) by \$11,337; PERS Retirement (5022) by \$13,736; Medical Insurance (5031) by \$41,978; Disability Insurance (5032) by \$1,757; Professional Services (5265) by \$45,000; Office & Other Equipment (5232) by \$5,000; and Support and Care of Persons (5501) by \$484,751 (*4/5ths vote required*).

SUMMARY/JUSTIFICATION:

In an effort to support and promote equal access to safe and affordable housing for all Californians, the California Department of Social Services has made available multiple non-competitive funding allocations. Inyo County Health and Human Services (HHS) has accepted three different allocations to support our local homeless population, as well as support homelessness prevention.

The first allocation of \$250,000 is to support housing and homelessness assistance through the CalWORKs Housing Support Program, which has expanded services to include homelessness prevention and continues to foster housing stability for families. The eligibility for this funding is expanded to include families in CalWORKs who are at-risk of homelessness, including recipients who have not yet received an eviction notice, and for whom housing stability would be a barrier to self-sufficiency or child well-being.

The second allocation of \$250,000 is for the Housing and Disability Advocacy Program (HDAP), which was established to assist people experiencing or at-risk of homelessness who are likely eligible for disability benefits by providing advocacy for disability benefits as well as housing support. The HDAP offers housing related financial assistance and wraparound supportive services, including, but not limited to: interim housing, rental assistance, housing navigation, case management, security deposits, utility payments, and moving costs. The HDAP also provides outreach services as well as case management for connections to any additional service needs as applicable. HDAP has been provided by the Department during prior fiscal years, but on a smaller scale.

The third allocation of \$250,000 is for the Home Safe program, which supports the safety and housing stability of seniors and adults with disabilities served by or in the intake process for Adult Protective Service (APS) who are

experiencing or at risk of homelessness. Home Safe will serve APS clients that are experiencing homelessness or are at imminent risk of homelessness due to elder or dependent adult abuse, neglect, self-neglect, or financial exploitation. The goal of the Home Safe Program is to support the safety and housing stability of individuals involved in APS by providing housing-related assistance using evidence-based practices for homeless assistance and prevention.

All three funding allocations require HHS to operate in accordance with the core components of Housing First, ensuring that families should be connected to housing or housing supports immediately without preconditions, services shall be voluntary, client choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a lack of "housing readiness." HHS is also required to coordinate and participate with the Continuum of Care (CoC), utilize the Coordinated Entry System (CES), and Homeless Management Information System (HMIS) to understand and meet the needs of the local community as well as to understand and address racial disproportionality for people experiencing homelessness.

The Department respectfully requests your Board approve the amended Fiscal Year 2021-2022 Social Services Budget.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Budget Amendment which would not allow HHS to access these much needed new allocations in regards to homelessness.

OTHER AGENCY INVOLVEMENT:

Inyo Mono Advocates for Community Action, Mono County Social Services, Inyo County Behavioral Health

FINANCING:

These new allocations are 100% State Funding.

ATTACHMENTS:

APPROVALS:

| | |
|--------------------|------------------------------|
| Melissa Best-Baker | Created/Initiated - 1/5/2022 |
| Darcy Ellis | Approved - 1/10/2022 |
| Keri Oney | Approved - 2/1/2022 |
| Marilyn Mann | Approved - 2/2/2022 |
| Denelle Carrington | Approved - 2/2/2022 |
| Amy Shepherd | Approved - 2/2/2022 |
| Marilyn Mann | Final Approval - 2/2/2022 |



County of Inyo



Health & Human Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Melissa Best-Baker

SUBJECT: Request for change in authorized strength

RECOMMENDED ACTION:

Request Board change the Authorized Strength in the HHS/Aging and Social Services by adding one (1) Integrated Case Worker at Range 67 (\$4,602 - \$5,586) and one (1) Human Services Supervisor (Supervising Integrated Case Worker) at Range 70 (\$4,943-\$6,012), contingent upon approval of budget revision.

SUMMARY/JUSTIFICATION:

Health and Human Services (HHS) has accepted three allocations to enhance our local efforts in supporting the statewide initiative to promote equal access to safe and affordable housing for all Californians.

The first allocation is the CalWORKs Housing Support Program, which has expanded services to include homelessness prevention and continues to foster housing stability for families. The second allocation is the Housing and Disability Advocacy Program (HDAP) which was established to assist people experiencing or at-risk of homelessness who are likely eligible for disability benefits by providing advocacy for disability benefits as well as housing support. The final allocation is the Home Safe program, which supports the safety and housing stability of seniors and adults with disabilities served by or in the intake process for Adult Protective Service (APS).

While HHS currently has an ability to provide homeless assistance, it is very limited. This additional funding provides the department with the opportunity to not only expand services and service delivery, but also expand the eligibility criteria, ensuring we are reaching our most vulnerable populations.

In planning for the expansion of eligible clients to our homeless assistance programs, as well as the department's need to ensure we are providing services that adhere to the core components of Housing First, the Department has recognized the need to expand our current workforce with the addition of two positions.

The Integrated Case Worker position will be responsible for many of the client-facing activities, including but not limited to case management, outreach, advocacy and data entry in the coordinated entry system.

The Human Services Supervisor position will be responsible for duties including but not limited to supervising the

Integrated Case Worker, developing and implementing program services, outreach and coordination with landlords, data tracking, participation in the coordinated entry system, state reporting, and collaboration with the Continuum of Care (COC).

The Department respectfully requests your Board approve the addition of one (1) Integrated Case Worker, and one (1) Human Services Supervisor to the authorized strength.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

Inyo Mono Advocates for Community Action, Mono County Social Services, Inyo County Behavioral Health

FINANCING:

100% State Funding. These positions are budgeted 100% in Social Services (055800) in the Salaries and Benefits object codes.

ATTACHMENTS:

APPROVALS:

| | |
|--------------------|------------------------------|
| Melissa Best-Baker | Created/Initiated - 1/6/2022 |
| Darcy Ellis | Approved - 1/12/2022 |
| Keri Oney | Approved - 2/1/2022 |
| Marilyn Mann | Approved - 2/3/2022 |
| Sue Dishion | Approved - 2/17/2022 |
| Amy Shepherd | Approved - 2/17/2022 |
| Marilyn Mann | Final Approval - 2/17/2022 |



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Laura Childers

SUBJECT: Approval of Job Description for Paid Internship for Tobacco Education Program

RECOMMENDED ACTION:

Request Board: A) establish a new classification, Seasonal Tobacco Program Intern at Range 42, and approve the attached job description; and B) increase the authorized strength in the Health and Human Services Department by one Seasonal Tobacco Program Intern.

SUMMARY/JUSTIFICATION:

The Inyo County Tobacco Education Program entered a new three-year funding cycle on January 1, 2022. The new scope of work for this state-funded program requires local jurisdictions to establish an internship opportunity.

The Tobacco Program Intern assists in planning and implementing a wide range of educational services and outreach activities, including assisting with the coordination and oversight of youth mentoring, and assisting in the provision of tobacco/nicotine cessation services to community members. The Intern plays a critical part in the support of the Tobacco Control Plan (TCP) by assisting with the creation, initiation and evaluation of approximately 50 TCP projects over the next three-year period. Those activities include presenting materials that reinforce the Inyo County TCP objectives to local retailers, community members and other stakeholders; development of new youth advocacy strategies, particularly within priority populations; conducting opinion surveys regarding tobacco use and prevention; assisting with the development of new social media activities and materials; promoting and facilitating access to cessation resources; and modeling a positive influence over the tobacco and nicotine culture in Inyo County.

Health and Human Services respectfully requests your Board's authorization to establish this seasonal position and recruit to fill the position through the remainder of the school year and through the summer break. Thereafter, the seasonal position is intended to follow the school year, mid-August through Mid-June each year to allow student participation as appropriate.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The California Tobacco Control Program (CTCP) has been in existence since 1989. The goal of CTCP is to change the social norms surrounding tobacco use in order to make tobacco less desirable, less acceptable, and less accessible. CTCP focuses on policy, system, and environmental change rather than individual behavior

change as a way to use funds most effectively and efficiently for the greatest impact on society.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Inyo County could chose not to fulfill the State requirement for a Paid Intern for the Tobacco and Nicotine Prevention and Cessation Program, which would cause the County to be non-compliant with State recommendations and the State would contract these services out through another agency.

OTHER AGENCY INVOLVEMENT:

Inyo County Superior Court, Inyo County Superintendent of Schools, Inyo County Wellness Center, Toiyabe Indian Health Project, Owens Valley Career Development Center, Bishop Union High School, and Lone Pine High School.

FINANCING:

Proposition 99 and Proposition 56 grant monies. This position is budgeted 100% Tobacco (640322) in the Salaries and Benefits object codes.

ATTACHMENTS:

1. Job Description: Tobacco Program Intern - Seasonal

APPROVALS:

| | |
|--------------------|------------------------------|
| Laura Childers | Created/Initiated - 2/2/2022 |
| Darcy Ellis | Approved - 2/3/2022 |
| Anna Scott | Approved - 2/4/2022 |
| April Eagan | Approved - 2/4/2022 |
| Laura Childers | Approved - 2/7/2022 |
| Melissa Best-Baker | Approved - 2/7/2022 |
| Marilyn Mann | Approved - 2/11/2022 |
| Sue Dishion | Approved - 2/16/2022 |
| Amy Shepherd | Approved - 2/17/2022 |
| Marilyn Mann | Final Approval - 2/17/2022 |

INYO COUNTY
PERSONNEL SERVICES
P. O. Box 249
INDEPENDENCE, CA 93526



(760) 878-0377
FAX (760) 878-0465

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

ANNOUNCES AN **OPEN RECRUITMENT** FOR:

Tobacco Program Intern- SEASONAL

Deadline:

DEPARTMENT: Health and Human Services
LOCATION: Countywide
SALARY: Range 42 \$15.58 - \$18.07

DEFINITION: Under general supervision from the Health and Human Services Supervisor and Tobacco Youth Prevention Specialist, the Tobacco Program Intern plans and implements a wide range of educational services and outreach activities, including coordination and oversight of youth mentoring, and assisting in the provision of tobacco/nicotine cessation services to community members.

ESSENTIAL JOB DUTIES: Assists the Inyo County Department of Health and Human Services Tobacco Program team in development of new advocacy strategies. Effectively leads group discussions and activities with the Inyo County Youth Coalitions and collaborates with Mono County Youth Coalition to advance the work of the California Department of Public Health Tobacco Control Program. Conducts presentations to community groups and the general public at a variety of venues throughout the county including but not limited to schools, libraries, Inyo County Board of Supervisors and other agencies. Demonstrates creativity and effectiveness in promoting tobacco/nicotine prevention messages in the media and within collaborative teams; crafting messages to engage diverse populations from school youth coalitions to tribal agencies and local businesses owners. Model a positive influence over the tobacco and nicotine culture of Inyo County.

Tobacco and Substance Use: Synthesize information to design effective presentations; lead group discussions and interactions regarding the prevention of and intervention with addiction issues; including tobacco, all nicotine derivatives and marijuana products; promote healthy activities as an alternative to substance use including outdoor activities; conduct presentations to community groups and the general public; and assist with developing and promoting tobacco education and policy initiatives.

Mentoring: Recruit and train Youth Coalition members in the community and/or schools; outreach to youth to identify areas of interest and need, and to maintain on-going supportive relationships; provide on-going support to mentors and their mentees as needed; work with partnering agencies including, but not limited to schools, Behavioral Health, and Probation to provide prevention and cessation activities for at-risk youth; and provide other mentoring-related activities as identified and assigned.

EMPLOYMENT STANDARDS

Education/Experience: High school graduate or equivalent with six months of related prior education, outreach, and/or public contact experience. High School students who are currently enrolled in school and who possess a valid work permit may be considered.

Knowledge of: Tobacco and nicotine product use prevention strategies; rapport-building techniques; effective youth engagement skills; appropriate support techniques for working with at-risk youth; effective problem-solving and group facilitation skills; appropriate professional interpersonal skills; correct English usage, spelling, grammar, and punctuation; Internet familiarity; use of media as a communication tool.

Ability to: Communicate effectively, both orally and in writing; be comfortable dealing with difficult topics under a variety of circumstances, and with a wide range of community members; deliver information to a variety of audiences in a wide range of settings including but not limited to county offices, schools, libraries, community centers; work as part of a prevention team, including adult and youth volunteers; speak to both large and small groups; interact with at-risk youth; continually seek knowledge of new prevention topics and strategies, integrating this knowledge into classes, presentations, and systems; read and synthesize information; effectively take direction from the Prevention Specialist and Program Manager; exercise appropriate independent judgment; use supervision appropriately; keep accurate, clear, and timely records, reports, and evaluations; work flexible hours including evening and weekends as program needs require. Consistent attendance is an essential function of the position. Must have ability to sit for prolonged periods of time, stand, twist, lift, and carry up to 25 pounds; climb and descend stairs; frequent telephone use.

Special Requirements: Must successfully complete a pre-employment background investigation. Your position may be required to serve as a Disaster Service Worker during a County emergency.

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

APPLICATION: Applications must be received at the Inyo County Personnel Department, P.O. Box 249, Independence, CA 93526, no later than **5:00 p.m., _____**. Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like “See/Refer to Resume” or “See Attached”.** Incomplete applications will not be processed.

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

The County of Inyo has work sites located throughout the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and the Death Valley area (Death Valley, Tecopa, and Shoshone). Positions are assigned to a work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the Department Head and/or County Administration. **All positions are considered Countywide positions**, and employees are expected to report to all Inyo County work locations as needed to complete assigned work.

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

CITIZENSHIP/IMMIGRATION STATUS: Inyo County employs only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

08/21



County of Inyo



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meetings of January 18, January 25, and February 1, 2022 and the special meeting of January 19, 2022.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 2/11/2022
Final Approval - 2/11/2022



County of Inyo



County Administrator

TIMED ITEMS - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Leslie Chapman

SUBJECT: Presentation/Update from The Ferguson Group and approval of the 2022 Inyo County Legislative Platform

RECOMMENDED ACTION:

11 a.m. - County Administrator - Request Board: A) receive presentation/update from Kristi More, of The Ferguson Group, on legislative issues relevant to Inyo County; and B) review, discuss and adopt the Inyo County 2022 Federal Legislative Platform.

SUMMARY/JUSTIFICATION:

Inyo County employs the services of The Ferguson Group, who specializes in representing public and private entities in Washington D.C. in a wide array of capacities including federal funding, grants, as well as legislative and regulatory issues. Kristi More of The Ferguson Group will be providing the Board with a brief update on legislative issues relevant to Inyo County.

Additionally, Ms. More will present the Inyo County 2022 Federal Platform for Board approval. This document will be distributed to legislators to make them aware of our local, rural issues so they may better lobby for our interests. Adoption of this document also allows each Board member the flexibility to take the position identified in the document, on behalf of the Board, without waiting for a full vote of the Board. Conversely, when confronted with an issue that is not listed in this document, that issue will need Board approval before an Inyo County position may be presented in a letter or other form of advocacy.

While this is substantially the same as the 2021 Platform, Ms. More met with County Department Heads and Individual Board Members in order to ensure current interests and issues are addressed, and the attached draft document is the result.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

ATTACHMENTS:

1. Legislative Platform 2021

APPROVALS:

Miquela Beall
Darcy Ellis
Leslie Chapman

Created/Initiated - 1/27/2022
Approved - 1/27/2022
Final Approval - 2/17/2022



Inyo County, CA

2021 Federal Platform

Approved by Board of Supervisors on March 16, 2021





County of Inyo, CA

Board of Supervisors

Dan Totheroh

First District

Jeff Griffiths

Second District

Rick Pucci

Third District

Jennifer Roeser

Fourth District

Matt Kingsley

Fifth District

Clint Quilter

County Administrative Officer

County Administrative Center

224 North Edwards

Independence, CA 93526



County of Inyo, CA

2021 Federal Priorities

Inyo County was established on March 22, 1866 and is the second largest county in California at 10,227 square miles. However, the County sparsely populated with of approximately 17,977 calling it home. The City of Independence serves as the County Seat. Inyo County is a land of magnificent natural diversity, from Mount Whitney, the highest peak in the lower 48 states, to Death Valley, the lowest point in the U.S. Inyo County has a rich indigenous history, as well as a legacy that also traces its roots to pioneering, mining, railroading, ranching, and farming. Much of this history is not only on display today in museums and cultural centers throughout the county, but in the culture, livelihoods, and family trees of those who call Inyo County home. Robust in natural resources and beauty, Inyo County strives to support the cultural and historical values of its communities, the protect and enhance its natural environment, and the preserve the rural quality of life.



Coronavirus
Pandemic



Rural and Isolated
Communitites



Economic
Development



Resource & Land
Management



Infrastructure

Coronavirus Pandemic



Direct and Flexible Relief

- Seek direct federal assistance for counties, municipalities, and special districts to help respond to and recovery from the public health crisis and the coronavirus pandemic. Advocate for flexibility in the use of funding, including to help recover lost revenues during the pandemic.

Household Assistance

- Support programs that provide rental and utility payment assistance to households and citizens struggling during the pandemic.

Community Support

- Support programs that provide assistance to small business, non-profits, community based organization, schools, and educational institutions to help them respond to needs during the public health crisis and recover from financial impacts of the pandemic.

Tourism Economies

- Support programs that provide assistance to local economies based on tourism and recreation as they work to keep their communities safe and recovery from financial impacts related to loss of visitors.

Broadband & Technology

- Support funding and programs for the installation of broadband and technology in County buildings and facilities that support teleworking and non-traditional work environments.

Rural and Isolated Communities



Isolated Communities

- Seek funding and support programs that provide services to isolated communities including construction of community facilities.

Connectivity

- Seek funding and support programs to provide communication infrastructure, including broadband and cellular services to remote rural communities.

Health and Well Being

- Seek funding and support programs to improve access to health services including mental health, emergency services, community health clinics, and hospitals.

Emergency Response

- Support and seek funding for projects and programs that support emergency and disaster preparedness, response and management.

Public Safety

- Support funding and programs for public safety initiatives including search and rescue activities, law enforcement communications, and public safety equipment.

Fire Protection

- Seek funding and support programs for fire protection enhancements including ensuring community access to fire stations and fire fighting services.

Community Facilities

- Support funding and programs for the construction and programming of projects for community museums and libraries.

Youth Population

- Support programs that provide assistance to the County's younger populations including access to early childhood education services, afterschool programming, and juvenile justice programs.

Veterans Services

- Seek funding to enhance services to the County's veterans, including through the veterans center and veterans housing.

Aging Population

- Support programs and seek funding for services that assist the County's aging population.

Economic Development



Opportunity Zones

- Support development of plan and strategy to encourage private investment in public infrastructure projects through programs such as the Opportunity Zone private tax incentives.

U.S. Census

- Monitor U.S. Census development process in particular to definitions and impacts to rural communities.

Digital 395

- Support development, expansion, and implementation of Digital 395 broadband deployment project to businesses and end users.

Bishop Airport

- Support development and expansion of Bishop Airport to increase services of commercial and general aviation uses that support and spur regional economic development.

Housing

- Advocate and support initiatives and programs that provide additional housing and encourages diversity in housing availability in the County.

Recreation and Tourism

- Support programs and activities that enhance and protect tourism in the region and recreation on federal lands and within federal parks.

Tribal Partnerships

- Support programs and activities that prioritize funding for initiatives based on collaborative partnerships between local agencies and tribal entities.

Resource and Land Management



PILT Funding

- Support legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS) programs.

Fuels Management

- Support programs that enhance fuel management activities on federal lands.

Federal Lands Management

- Support funding for federal lands management agencies and programs.

Wildfire Preparedness

- Support programs that help prevent, mitigate, and respond to wildfires.

Recreation

- Seek funding and support programs that protect and enhance recreational activities on public lands.

Inyo National Forest Plan

- Support efforts that foster partnerships and enhance relationships with local agencies and the Inyo National Forest.

Mining Industry

- Seek support of changes to mining claims forms that allow for efficient and timely filing of mining claims.

Cannabis

- Support administrative and regulatory procedures, including banking, related to the cannabis industry that protect local authority and protect the public.

Infrastructure



Drinking Water

- Seek funding and support programs that delivery reliable and clean drinking water through resilient infrastructure.

Wastewater Infrastructure

- Seek funding and support programs that provide wastewater treatment infrastructure and services to communities in a cost efficient matter.

Local Transportation Projects

- Seek funding and support programs for local transportation projects throughout the County.

Environmental Review and Project Delivery

- Support changes to federal law that encourage a more efficient and streamlined environmental review and project delivery process and allow public infrastruture projects to be constructed more efficiently and effectively.



County of Inyo, California

2021 Legislative Platform

AGRICULTURE/WEIGHTS & MEASURES

1. **Support** full cost recovery for new agricultural programs.
2. **Support** continued funding of weed management programs.
3. **Support** authority for USDA to set up cooperative agreements with states for pest exclusion programs.
4. **Support** control and mitigation for the spread of invasive species to protect, conserve and restore public and private lands.
5. **Support** efforts to provide and protect local authority for device registration fees.
6. **Oppose** efforts by State agencies to usurp Agricultural Commissioner's permitting authority for the spraying of pesticides on irrigated lands.
7. **Oppose** efforts to ban the use of rodenticide for agricultural and public health purposes in California.

CANNABIS

1. **Oppose** legislation that would diminish local authority over commercial cannabis regulation.
 2. **Support** legislation that provides the state's tribes a mechanism for entering California's legal cannabis marketplace without sacrificing their sovereign status, while also preserving local governments' right to protect against or require mitigation for associated impacts to their jurisdictions from any commercial cannabis activity on adjacent lands, including Tribal land.
 3. **Support** a statewide regulatory scheme for medical cannabis and/or adult use cannabis that ensures counties have the ability to set regulatory standards based on local needs and priorities, and seek to ensure the County is adequately resourced as regulations and state laws are implemented.
 4. **Support** efforts to study the impacts of cannabis use and legalization on the public's health, particularly on the impacts on youth brain development.
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5. **Support** legislation to increase cannabis surveillance, education, youth prevention, responsible adult use, and drugged driving prevention.
6. **Support** efforts to mitigate community level harms from commercial cannabis operations, such as overconcentration as well as clustering with alcohol and tobacco retailers.
7. **Support** continued Federal and State funding to aid local jurisdictions in the eradication of illegal, environmentally destructive marijuana grow operations on public and/or private land.
8. **Monitor** legislation establishing policy programming requirements for education and environmental prevention efforts for Cannabis.
9. **Oppose** policy programming requirements for education and environmental prevention efforts for Cannabis Tobacco Control funding that mirror those established for Tobacco Control funding.

CHILD SUPPORT

1. **Support** legislation that would protect existing State and Federal funding for local child support programs.
2. **Support** policies, funding and services for non-custodial parents that promote self-sufficiency and ability to care for their child(ren).
3. **Oppose** any recommendations that would reduce Federal financial participation in child support programs.

COUNTY OPERATIONS

1. **Support** full funding of the Public Library Fund in future State budgets.
 2. **Support** legislation to provide opt-in as opposed to opt-out for receiving electronic sample ballots.
 3. **Support** legislation that requires counties to be reimbursed for the cost of special elections called by the Governor or Legislature.
 4. **Support** efforts to reinstate language directing the state to provide reimbursement to counties that hold a special election to replace a member of Congress or a member of the state Legislature to fill a vacancy, as well as for the cost of special elections called for other reasons.
 5. **Support** legislation that would authorize Federal and State Governments to assist counties in the purchase of voting equipment and technology.
 6. **Support** the continued exemption of rural counties from Organics Recycling Mandates.
 7. **Support** legislation that provides additional State park funding to rural counties.
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8. **Support** legislation that requires the Department of Resources Recycling and Recovery to consider the impacts on jurisdictions and their waste diversion programs caused by China's restrictions on imported recyclables and the resulting market loss.
9. **Support** legislation, such as the California Beverage Container Recycling and Litter Reduction Act of 2018, to stabilize the recycling marketplace, provide immediate, temporary relief to California's retailers and grocers affected by the 2016 recycling center closures, and ensure consumers have local redemption opportunities.
10. **Support** legislation that provides the option for rural counties to conduct elections via "Vote by Mail."
11. **Support** legislation that expands the ability of counties to conduct all of their elections via all-mail balloting.

GENERAL GOVERNMENT

1. **Support** legislation that realigns governmental services in such a manner as to improve the delivery of services and make government more accountable to the people of Inyo County.
 2. **Support** legislation that raises standards of required training for elected and appointed department heads in areas such as finance, personnel and management.
 3. **Support** collective bargaining legislation that:
 - Recognizes the responsibility of local elected officials to govern and manage the organization and to implement public policy; and
 - Minimizes conflict over procedural matters.
 4. **Support** legislation that recognizes the inherent disadvantage rural counties have as it applies to using a population-based criteria (per capita) for allocating State and Federal funds and minimizes and/or eliminates the reliance on this funding criteria.
 5. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over collective bargaining and employer-employee relations.
 6. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over the allocation of funds through the budget process.
 7. **Oppose** legislation that would require counties to share State expenses and liability on projects outside local jurisdiction.
 8. **Support** legislation that reduces State and Federal regulations that impede, or increase the cost of the delivery of services by local governments and special districts.
 9. **Monitor** closely any legislative efforts/initiatives regarding reform of the State Budget process.
 10. **Oppose** legislation that is unduly burdensome to private industry.
 11. **Support** protection of funding discretion and use bond funds.
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12. **Oppose** efforts by Federal and State government to adversely impact the ability of Volunteer Fire Departments to provide critical first response and ambulance services in rural communities, including but not limited to recruiting and retaining qualified EMTs.
 13. **Support** broadband expansion, broadband adoption, telecommunications improvements, technology infrastructure projects, and other technology advancements.
 14. **Support** full funding of disaster relief for all eligible counties, and a return to State assistance for the large portion of the costs of state or federally declared disasters.
 15. **Oppose** any changes to, or limitations upon, the eligibility for receipt of disaster costs, especially tying county land use processes and decision-making to disaster relief funding.
 16. **Support** State tax relief for those individuals and businesses who have losses due to disaster.
 17. **Support** legislation that would allow “a contracting agency and the exclusive representative of employees of that agency to agree through collective bargaining that the employer contribution for employee and annuitant health benefits coverage for employees first hired on or after the effective date of a memorandum of understanding may differ from the employer contribution provided to existing employees and annuitants pursuant to Sections 22890 and 22892” and any other legislation that will permit the County to take advantage of a multi-tier benefit package through Public Employees Retirement System (PERS).
 18. **Oppose** legislation that would hinder, as a result of mandated redactions or any other alterations of recorded documents, a private citizen’s ability to establish ownership of real property or conduct private or commercial business operations.
 19. **Oppose** legislation that eliminates, diminishes, limits, or interferes with the nonprofit organizations that the County has membership in, i.e., the California State Association of Counties (CSAC), Rural County Representatives of California (RCRC), State Sheriff’s Association, Chief Probation Officers Association, State Welfare Directors Association, etc., in actively participating in the legislative and ballot measure processes. *(Added by Board Order 8-20-13)*
 20. **Oppose** legislation that increases the County’s exposure to litigation.
 21. **Oppose** legislation that removes local governments’ discretion over wireless structures or restricts such discretion to the point that it could negatively impact rural communities’ aesthetics, public safety, the environment, and property values, and/or prevent local governments from negotiating either rates or improved broadband services as a condition of a “small cell” permit.
 22. **Support** legislation and regulations that preserve – and do not impair – the ability of counties to provide public health, safety, welfare or environmental services by local government.
 23. **Support** expanded permission to use private contracts to provide local services in justifiable areas as a means of achieving efficiency and economy.
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HEALTH AND HUMAN SERVICES

1. **Monitor** State and Federal health care reform proposals with fiscal impacts to the County and private employers and citizens, and that limit, reduce or discontinue health care coverage for Inyo County residents.
 2. **Monitor** the California Children's Services program and seek protections against increased county program costs.
 3. **Monitor** legislation that funds pilot efforts in MediCal payment reform to result in whole person care and fully integrated behavioral health and health services.
 4. **Monitor** legislation to address opioid addiction, including the expansion of Medication Assisted Treatment and allows for Medicaid reimbursement in the jail setting.
 5. **Monitor** legislation to change the definition of "gravely disabled" and to clarify Welfare and Institutions code 5150.
 6. **Monitor** State and Federal health care proposals with fiscal impacts to the County and private employers.
 7. **Monitor** the County Medical Services Program (CMSP) program and **Support** efforts to protect funding, minimize the participation fee paid by counties, and sustain reasonable reimbursement rates to providers in an effort to retain them in small counties. (Ensure CMSP infrastructure is maintained in event unknown health care policy changes occur at Federal level.)
 8. **Monitor** legislation that further mandates increased benefits/salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.
 9. **Monitor** policy and legislative initiatives involving managed Medi-Cal to ensure rural, isolated counties medical caregiver capacity issues are not negatively impacted.
 10. **Monitor** the implementation of simplifying Medi-Cal and enrollment for participants and providers.
 11. **Support** blended funding across human service programs, i.e. non-categorical.
 12. **Support** legislation that allows maximum local flexibility to design human services programs, based on the needs of the communities served.
 13. **Support** increased allocation of subsidized childcare funding.
 14. **Support** legislation and local, State, and Federal programs that employ evidence-based best practice strategies to reduce the number of people experiencing homelessness by: preventing homelessness for those at risk; expanding affordable permanent housing; and promoting self-empowerment through counseling, job training, and other supportive services.
 15. **Support** funding of affordable short-term, transitional and permanent housing capacity.
 16. **Support** legislation that supports parity of funding for behavioral health issues, ensuring that both mental health and substance use disorder treatment are funded on par with physical health treatment needs.
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17. **Support** legislation that provides or increases a minimum base allocation (MBA) to small counties to sustain treatment for alcohol and drug addiction.
 18. **Support** legislation that addresses behavioral health workforce needs, as statewide agencies are challenged in meeting treatment capacity in both Mental Health and Substance Use Disorder treatment providers. This would include legislation such as Peer (someone with lived experience) Certification (SB 906); Mental Health workforce planning (AB2108), which expands the persons eligible for educational loan repayment program; and Substance Use workforce expansion (AB2804), which creates one-year and five-year plans to expand the SUD treatment workforce with incentives like stipends and loan repayment programs for counselors, peers and licensed professionals.
 19. **Support** legislation that reduces administrative burden for small counties and allows for flexibility such as regionalization of administrative tasks.
 20. **Support** legislation that increases use of telehealth for Drug Medi-Cal services.
 21. **Support** the Stepping Up Initiative and legislation that diverts persons with mental illness from the criminal justice system.
 22. **Support** legislation that increases the transparency and consistency of financial reporting for the Mental Health Services Act.
 23. **Support** legislation to fund suicide prevention efforts, including those targeted at youth, LGBTQ and Veterans.
 24. **Support** legislation to build on Continuum of Care Reform to address foster youth crisis response.
 25. **Support** legislation that promotes service integration, such as development of automated, central statistical case records for all human service programs and information sharing across human service programs.
 26. **Support** legislation that allows for funding allocations to have increased local control and flexibility to design human services programs based on the needs of the communities served.
 27. **Support** and advocate for any “new” funding to have a base allocation formula for the Twenty Small Counties.
 28. **Support** and advocate for State to fully fund the administrative costs associated with all state mandated programs (e.g., Child Welfare, Medi-Cal, Public Assistance).
 29. **Support** legislation that fully funds the requirements of the Continuum of Care Reform (CCR) including Resource Family Approval, Level of Care Assessments, Child and Family Team Meetings and other services that protect the physical, emotional and mental health of children and youth; promote their educational development, and ensure the availability of support services for juveniles.
 30. **Support** legislation and budget initiatives that recognize the growth of needs in our aging population, including increased funding to support Adult Protective Services and other aging services programs.
 31. **Support** legislation that revamps In Home Supportive Services in a manner that reduces fiscal and administrative impact on counties and reduces risk of fraud/abuse.
 32. **Support** legislation that consolidates State offices providing administrative oversight, or otherwise streamlines and/or reduces the administrative costs of Health and Human Services programs.
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33. **Support** and protect funding for public health mandates, and advocate for maintaining sufficient health realignment funding to ensure that Inyo County has the resources to meet its obligation to fulfill its statutory public health and indigent health care mandates.
 34. **Support** measures that enhance the communities' ability to deliver services through their hospitals and clinics; favor proposals that would provide for the continued expansion of community Federally Qualified Health Clinics (FQHCs).
 35. **Support** efforts to make and retain State or Federal financial participation available in the funding of medical facilities and medical care for inmates in county correctional facilities that were realigned to counties on October 1, 2011.
 36. **Support** increased and flexible State and Federal funding and resources directed at building the capacity of local public health departments to combat and control communicable diseases.
 37. **Support** proposals to expand access to dental health services for low-income Californians, including efforts to increase Denti-Cal reimbursement levels to encourage qualified dentists to participate in providing care to low-income children.
 38. **Support** strategies to streamline funding and program complexities of the California Children's Services (CCS) program in order to meet the demands of the complex medical care and treatment needs for children with certain physically disabling conditions.
 39. **Support** opportunities to "realign" county share of cost for the California Children's Services (CCS) program back to the State.
 40. **Support** and advocate for changes to laws and regulations governing prehospital emergency medical services, including ambulance services, that would increase the ability of volunteer EMS services to attract and retain qualified EMS staff.
 41. **Support** fair and equitable funding to local health departments for public health emergency preparedness (PHEP), ensuring there is a base level available for rural counties, and **Oppose** any funding reductions for PHEP at the federal level, as well as any efforts to shift program costs to local health departments.
 42. **Support** efforts to prevent or reduce the use of tobacco and its accompanying health and economic impacts on the state and its residents.
 43. **Oppose** any efforts to require counties to provide funding for the California Children's Services program beyond their Maintenance of Effort (MOE).
 44. **Oppose** any efforts to reduce funding to Inyo First 5 on the assumption that the First 5 commission will fill the revenue gap created by the withdrawal of State funds (i.e., supplantation).
 45. **Oppose** further Medicaid/Medi-Cal reductions at either the Federal or State level without data-driven analysis and advocate for sufficient resources provided to local jurisdictions to respond to changes in the health care landscape at the federal and state levels.
 46. **Oppose** proposals from the Centers for Medicare and Medicaid Services (CMS), Congress, or the Legislature to deny, reduce, cap, or eliminate Medi-Cal Administrative Activities/Targeted Case Management reimbursement or to make claiming more reimbursements administratively burdensome.
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47. **Oppose** legislation that further mandates increased employee benefits/salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.
48. **Opposes** legislative “fixes” to the Maintenance of Effort costs for In-Home Support Services Program that cause negative budget impacts to other Health and Human Services programming (Social Services, Health and Behavioral Health) does not experience negative budget impacts.
49. **Oppose** efforts that create disincentives to Medi-Cal enrollment and utilization, such as co-payments and premiums, seek ways to expand access to dental services, maximize Federal financial participation and increase provider rates.
50. **Oppose** any legislative efforts/initiatives to reopen the realignment legislation or legislation that negatively affects Inyo County’s health and human services realignment funds.

TRANSPORTATION AND PUBLIC WORKS

1. **Support** transportation funding legislation that:
 - Provides revenues without affecting funding sources of other county projects;
 - Continues Federal funding efforts for local transportation projects;
 - Reaffirms and continues State responsibility for highway financing;
 - Bolsters the multiple transportation funding sources that provide for improved transportation systems and multimodal networks, including SB 1 as enacted, and delivery of projects that rehabilitate and improve local roads;
 - Supports and encourages the use and development of transit facilities and infrastructure.
 2. **Support** any legislation efforts that assist the County in mitigating for the transportation of transuranic waste to the Nevada Test Site, Yucca Mountain, or other selected sites through California on routes located in or transecting Inyo County. Specifically, funding and assistance is needed in several areas including road and infrastructure improvements, first responder training, radiological detection instruments and training and emergency medical and hospital training.
 3. **Support** State legislators’ efforts to address identified State highway safety needs in our communities.
 4. **Support** State and Federal legislation efforts that benefit our local airports.
 5. **Oppose** legislation that changes public contracting laws in a manner in which it negatively impacts the County’s contract authority and/or increases costs to the County and/or unduly lengthens the time it takes for the County to enter into a Public Works Contract.
 6. **Support** legislation that enhances counties’ ability to designate appropriate uses of county roads.
 7. **Oppose** the effort to repeal SB 1, which would result in the loss of new transportation funds and make it more difficult to raise State and local transportation funds in the future.
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8. **Support** legislation that provides funding opportunities to coordinate Transportation Plans with the County's General Plan.
9. **Support** legislation that provides funding to sustain and expand the region's public transit system.
10. **Support** legislation that supports interregional and intercity bus lines that connect with the County's transit system.
11. **Support** reauthorization and implementation of federal aviation policy at the State level to ensure that California continues to receive and dedicate investments to support commercial and general aviation airports.

RESOURCES AND ENVIRONMENT

1. **Support** legislation to provide funding to local governments to create programs to protect river parkways and to reclaim damaged river habitat.
 2. **Monitor** legislation that protects and enhances rural counties' natural and developed resources that contribute to the economic and environmental well-being of Inyo County.
 3. **Support** legislation for the development of programs and strategies that will accomplish the non-land acquisition of reinvestment dollars for watershed management, groundwater basins, fisheries and waterways.
 4. **Support** Federal funding proposals that enhance County ability to acquire Federal and State funding for the purpose of managing watersheds et al.
 5. **Support** legislation that clarifies and/or preserves local authority to protect public roads.
 6. **Support** legislation to provide adequate funding for meeting all of the requirements of the California Global Warming Solutions Act of 2006 and the Sustainable Communities and Climate Protection Act of 2008.
 7. **Oppose** activities of the Federal and State government to acquire and transfer private lands to public ownership without continued mitigation for loss of local property tax revenue.
 8. **Oppose** Federal or State activities limiting public access to public lands.
 9. **Support** legislation which promotes and/or provides monetary aid to local jurisdictions for land use coordination with State and Federal agencies.
 10. **Oppose** any legislation which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.
 11. **Support** legislation which identifies the impacts of catastrophic wildfires and provides that wildfire mitigation and prevention are goals that meet the requirements of the California Global Warming Solutions Act.
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12. **Support** legislation which maintains Inyo County's ability to protect and enhance its land use authority to determine the use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
13. **Monitor** efforts to create additional or expand existing wilderness designations in the County.
14. **Monitor** efforts by Federal and State government to increase fees for and reduce and/or eliminate fire protection services on public lands.
15. **Support** legislation that protects those local jurisdictions that operate and deliver and store water that recognize and address mussel infestation early on from liability as a result of mussel infestation.
16. **Oppose** any legislation that could negatively impact outdoor recreation. (Added by Board Order 8-21-2012).
17. **Support** State's Renewable Energy Portfolio Standard being re-calculated to include roof-top solar.
18. **Oppose** legislation that makes CEQA/NEPA requirements more burdensome and provides for less public notification in the county where the projects are located.
19. **Support** legislation that reforms wildfire suppression funding, prevents "fire transfers" within firefighting budgets, and gives agencies in charge of fire suppression more budget flexibility.
20. **Support** legislation that recognizes, funds and protects the ecological resources of the Sierra Nevada as part of the effort to reach California's Climate Change goals.
21. **Support** increased funding for public land management agencies to address deferred maintenance of infrastructure in forests, national parks, and reserves that rural counties depend on for tourism and recreation-based economies.
22. **Support** realistic federal policy and regulatory reforms that balance environmental protection with the preservation of life and property and that lead to better mitigation of wildfires on federal, State, and private lands.
23. **Support** legislation to remove State tax exemptions for solar energy development facilities.
24. **Support** and encourage efforts that streamline the process for obtaining permits from State, Federal and local land management agencies for activities such as livestock grazing, commercial filming, guiding and outfitting, packing, and special events.

PLANNING AND LAND USE

1. **Support** legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) revenue from the Federal and State government to counties and continues full funding of PILT without restrictions beyond the current authorization.
 2. **Oppose** legislation that minimizes and/or eliminates local control over land use decisions.
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3. **Support** legislative efforts to enable local governments, utilities, energy developers, California Native American tribal governments, affected landowners and members of the public to actively participate in the renewable energy and utility corridor planning processes.
4. **Support** legislation which reduces and/or eliminates State requirements regarding the General Plan and its updates.
5. **Oppose** legislation which limits or reduces the authority of counties under the State Mining and Reclamation Act (SMARA).
6. **Support** legislation which promotes and/or provides monetary aid to local jurisdictions for land use coordination with State and Federal agencies.
7. **Oppose** any legislation which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.
8. **Support** legislation, which maintains Inyo County's ability to protect and enhance its land use authority to determine the highest and best use of its natural resources.
9. **Support** legislation that protects and/or reinstates the payment of geothermal royalties to local jurisdictions.
10. **Support** legislation that provides funding opportunities to local jurisdictions to implement State General Plan requirements.

LAW, JUSTICE & PUBLIC SAFETY

1. **Support** legislation that maximizes county discretion in developing programs for juveniles.
 2. **Support** legislation that eliminates the requirement that counties pay for court reporter transcripts.
 3. **Support** Federal and State funding to combat the impacts of controlled substance production, distribution, and use, including the ongoing opioid addiction crisis.
 4. **Support** legislation that would allow counties to enact an ordinance to allow up to a \$10 penalty assessment for every \$100 fine for criminal offense, including traffic fines, for the maintenance and purchase of Law Enforcement facilities and vehicles.
 5. **Oppose** any changes in the State criminal justice system that increases costs to counties for jail operations, including but not limited to early releases of prisoners, commutation of sentences and/or commutation of variable sentencing options (i.e., wobblers), without a corresponding dedicated long-term reliable revenue stream and the ability to administer it locally.
 6. **Watch** proposed changes to State and Federal water law.
 7. **Support** legislation that will complete the work initiated through the Trial Court Unification Act by making justice system costs that are controlled or imposed by the judiciary but inadvertently remain the responsibilities of the counties the clear responsibility of the State of California and the California Superior Court to fund.
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8. **Support** efforts to increase and/or preserve funding allocations to support criminal justice realignment costs including inmate healthcare and jail expense costs.
9. **Support** Federal and State funding and programs to provide comprehensive, effective mental health and substance abuse treatment programs for criminal defendants, thereby reducing recidivism and protecting the public.
10. **Watch** proposed bail system reform efforts in California to ensure full state funding of any new pre-trial release and supervision requirements.
11. **Support** legislation and policies to improve re-entry options for adult and juvenile probationers, including housing.
12. **Support** legislation and policies to expand and enhance Evidence-Based Programs available to clients.
13. **Support** legislation and policies that will allow for continued investment in community corrections training.
14. **Support** legislation to bolster flexible policies and resources for drug treatment and mental health services for probationers.
15. **Support** legislation and policies to protect resources that support foster youth in Continuum of Care Reform.
16. **Support** legislation and policies that ensure resources for supervision, rehabilitative programming, and re-entry services for adult and juvenile offenders.
17. **Support** legislation and policies to preserve and provide resources at the Federal, State, and local level for effective community supervision practices.
18. **Support** legislation that enhances educational programs for adult and juvenile offenders.
19. **Support** legislation which will provide funding for probation services provided to drug offenders, and mentally ill incarcerated offenders.
20. **Support** legislation to authorize local probation departments to collect outstanding victim restitution through the civil process.

TRIBE AND INTERGOVERNMENTAL RELATIONS

1. **Support** the following goals for county-tribal intergovernmental relations:
 - facilitate intergovernmental agreements
 - develop mechanisms to mitigate for the off-reservation impacts of tribal developments on local government services and the environment
 - promote best practices and models of successful tribal-county relationships.
 2. **Support** the promotion and development of positive working relationships between the County and local tribes to the mutual benefit of both parties and the communities they respectively serve.
-



3. **Support** legislation or policy that provides for or recognizes enforceable agreements between tribes and local governments concerning the mitigation of off-reservation impacts of development on tribal land.
4. **Oppose** any federal or state limitation on the ability of tribes, counties and other local governments to reach mutually acceptable and enforceable agreements, including any federal prohibitions on deed restrictions mutually agreed to by tribal and local governments.

VETERANS' SERVICES

1. **Support** legislation and efforts that ensure access to the services and benefits to which veterans are entitled, including housing, healthcare, employment, education and training, and community reintegration assistance.
 2. **Support** legislation that provides funding for veterans housing programs, such as the Veterans and Affordable Housing Bond Act of 2018.
 3. **Support** the development of specific strategies for intervention and service delivery to veterans through cooperation between federal, state, and local governments, as well as community and private organizations serving veterans.
 4. **Support** coordination of services for veterans among all entities that serve this population, especially in housing, treatment, and employment training.
-



County of Inyo



Planning Department

TIMED ITEMS - ACTION REQUIRED

MEETING: February 22, 2022

FROM: Ryan Standridge

SUBJECT: Appeal No. 2021-02/Bush Management Company

RECOMMENDED ACTION:

1 p.m. - Planning - Request Board conduct a Public Hearing regarding Appeal No. 2021-02 (Bush Management Company), and approve or deny the appeal, or provide direction to staff.

SUMMARY/JUSTIFICATION:

I. FACTUAL BACKGROUND AND SUMMARY

The Radcliff mine is located on the western flank of the Panamint Range in Pleasant Canyon, approximately 5 miles east of Ballarat. The Radcliff / World Beater Mines were first permitted by the Inyo County Planning Commission in 1993 via Reclamation Plan 93-1 and Conditional Use Permit 93-10. In 2007, the mine changed hands, and due to various changes that the new owner, Pruett Ballarat, Inc. ("PBI"), wanted to make, the Planning Department required that the mine owner obtain new permits. Accordingly, in April 2008, the Planning Commission approved CUP 2007-05/Pruett Ballarat, Inc. and amended Reclamation Plan 93-1, changing the Reclamation Plan number to 2007-05/Pruett Ballarat, Inc.

In April 2018, the mine again changed hands. Bush Management Company ("Bush") acquired the property from PBI through a bankruptcy. Unfortunately, the Planning Department encountered numerous difficulties with Bush, primarily centered around Bush's failure to comply with basic aspects of the Surface Mining and Reclamation Act ("SMARA"). Planning staff worked with Bush to bring them into compliance, but after approximately 2 years of work, multiple violations remained. The most notable of these violations was Bush's failure to transfer the Financial Assurance Mechanism ("FAM")—which is a bond that the County can access should the mine operator abandon the operation and leave the County to reclaim the mine—from PBI to Bush. Ultimately, Planning staff was forced to engage in formal enforcement action due to Bush's failure to transfer the FAM. On September 23, 2020, the Planning Commission held a hearing on this issue. The Planning Commission found that Bush had violated SMARA and the Inyo County Code by failing to transfer the FAM for a period of approximately 2 years.

The Commission voted to impose penalties in the amount of \$7,496.39. After this hearing, Bush paid the penalties and transferred the FAM.

Meanwhile, on June 9, 2020, the former mine operator Charles McLaughlin emailed the Planning Department with information showing that two of the portals at the mine (#1 and #6) had been installed outside the permitted boundaries of the mine on BLM land. This was a violation of the 2007 CUP, which had clear boundaries within

which mining could occur. A joint meeting with the County, BLM, and Bush representatives was held on July 7, 2020 to discuss how to resolve this problem. While the installation of these portals outside the mine's boundaries appeared to be an honest mistake, they needed to either be retroactively permitted or closed. At this meeting, Bush stated that it wanted to close portals #1 and #6, as they had no plans to mine at these two portals. An additional joint meeting was held to discuss the closure of the two portals on March 10, 2021. At this meeting, Bush reiterated its desire to reclaim portals #1 and #6.

Unfortunately, Bush's statements regarding the plan to voluntarily close portals #1 and #6 did not match Bush's actions. Despite repeated follow-up from Planning staff and consistent correspondence between BLM and Bush personnel regarding the closure plan, as of mid-2021, the portals remained open and un-reclaimed. In September 2021, the Planning Department decided that it could not allow this violation to linger forever. While Planning staff appreciated that the mine operator had voluntarily brought this issue to light, there had been no work done at the mine site to reclaim portals #1 and #6 in the past 1.5 years. The Planning Department could not allow a violation to linger for this long with zero action taken to remedy it.

Accordingly, on September 3, 2021, Planning staff noticed a hearing before the Planning Commission on September 22, 2021 to revoke Bush's 2007 CUP. The Planning Department sought to revoke the CUP for two reasons. First, as described above, portals #1 and #6 were placed outside the CUP's permitted boundaries. The Planning Department gave the operator 1.5 years to fix this issue after it was brought to light, but the problem remained unresolved. Second, the Radcliff Mine has not been operational since December 2016. To ensure public safety, the CUP requires that all portals be sealed if underground mining is terminated for more than 90 days. This had not happened, as portals #2, #3, #4 and #5—although properly located within the CUP boundaries—were open to public access even after five years of non-use by the mine operator.

When the September 22, 2021 hearing date arrived, no work had been done to remedy the two CUP violations contained in the hearing notice. However, at the hearing, Blair Will, the attorney for Bush, stated that Bush would agree to permanently close portals #1 and #6 and fence off (or otherwise prevent public access to) portals #2, #3, #4, and #5 if the revocation hearing could be continued to the December Planning Commission meeting.

Planning staff agreed to Mr. Will's proposal in the hopes that a few more months might bring the mine into compliance without the need to revoke the CUP. However, staff made it very clear that the December Planning Commission meeting was a firm deadline.

Following the September 22 Planning Commission meeting, Planning staff tried to assist Bush by connecting them with contractors capable of performing the required work. On September 29, County staff connected Bush with Valley Wide Construction. Valley Wide provided a quote to County staff on September 29, 2021, and staff forwarded it to Mr. Will. On October 15, Mr. Will informed Planning staff that Bush planned to use Valley Wide to perform the necessary work. On October 21, Mr. Will stated that he believed that Valley Wide would have the work completed within the next approximately four weeks. However, when Planning staff spoke with Valley Wide personnel on November 3, Valley Wide seemed unaware that Bush was planning to utilize their services.

On November 16, 2021, Planning staff met with Mr. Will and individuals from Valley Wide, which by that time, Bush had hired to close the portals. At this meeting, the staff outlined the work needed to comply with the agreement reached on September 22 and scheduled an inspection for November 29, 2021. At this point, staff was doubtful that Bush would manage to comply with the September 22 agreement. The December Planning Commission meeting was set to occur on December 1, and Bush did not even get around to hiring a contractor until two weeks before that meeting. On November 29, Planning staff inspected the mine to determine if Bush had complied with the September 22 agreement. The inspection revealed that no work had been completed on the mine site, and no progress had been made toward achieving any of the requirements on the September 22 agreement.

The Planning Commission held a revocation hearing on December 1, 2021 where both staff and Mr. Will gave testimony. The Planning Commission considered the fact that Bush historically has not met deadlines and had already been subject to a prior Order to Comply due to Bush's failure to update the FAM. Additionally, the Planning Department considered the tremendous amount of staff time that had been expended to help Bush

achieve the goals of the September 22 agreement. Mr. Will provided a copy of the contract between Bush and Valley Wide during the hearing as a means to demonstrate that Bush had engaged a contractor and was planning to comply with the September 22 agreement. However, the Planning Commissioners determined that, given the 1.5 years Bush already had to close these portals, the extension that they granted at the September Planning Commission meeting, and the fact that no actual work had been done on the mine site to comply with the September 22 agreement, Bush was in violation of the CUP. Accordingly, the Commission voted 3-0 to revoke the CUP.

Subsequently, Valley Wide mobilized equipment on December 8, 2021 to work on the Radcliff site. By December 17, 2021, Valley Wide had repaired the roads, and access to the two portals was accessible for backfilling and closure. Valley Wide also conducted substantial clean up at a basecamp area known as Clair Camp, which was filled with trash and debris. On January 13, 2022, County and BLM staff visited the site and found that both portals #1 and #6 were closed per the BLM's specifications. Additionally, portal #3 has been fenced and the fencing was bolted into the hard wall to keep people out. In other words, almost everything required by the September 22 agreement had been completed by the January 13, 2022 inspection. The only remaining work is to close portals #4 and #5. This is scheduled to occur on February 16, 2022, as there had been too much snow to safely do this by the date of staff's visit.

II. RECOMMENDATION

The Planning Department recognizes that this is a difficult situation. On the one hand, Bush has historically been a noncompliant and irresponsible operator of the Radcliff mine. The Planning Commission's December 1 decision to revoke Bush's CUP represents the second time that staff, after extensive efforts to obtain voluntary compliance, has been forced to bring Bush before the Planning Commission to obtain compliance with SMARA and the County Code. This is an unacceptable track record; indeed, staff cannot recall any other mine operator who has been brought before the Planning Commission on two separate occasions due to their failure to comply with their CUP, the County Code, and SMARA. Moreover, given that Bush had failed to perform any work in furtherance of the September 22 agreement by the date of the December 1 Planning Commission hearing, the Planning Commission's determination that Bush was in violation of the 2007 CUP was supported by ample evidence.

On the other hand, there is no denying that the work that Valley Wide did at the mine site after the December 1 Planning Commission hearing is high-quality work that demonstrates a desire to comply with the September 22 agreement. Planning staff also recognizes that Bush paid Valley Wide to perform this work even after their CUP had been officially revoked by the Planning Commission, which shows a desire to be a responsible mine operator. Finally, by cleaning up Clair Camp, Bush went beyond the requirements of the September 22 agreement.

Based on all of the above, staff is recommending that the Board of Supervisors grant Bush's appeal and overturn the Planning Commission's decision. Staff wants to emphasize that the Planning Commission made the correct decision on December 1, 2021 with the information that it had before it. However, since the December 1 hearing, new information has emerged showing Bush's effort to comply with the September 22 agreement. From a legal perspective, this new information is irrelevant; the evidence closed as of the date of the Planning Commission hearing. However, the Planning Department believes that it benefits the County to consider the situation holistically, rather than from a strict legal perspective. Therefore, the Planning Department is in support of giving Bush another chance.

III. CEQA COMPLIANCE

This action is Exempt from CEQA under CEQA Guidelines section 15321 - Enforcement Actions by Regulatory Agencies.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board may consider the following alternatives:

1. Deny the appeal and uphold the Planning Commission decision to revoke the conditional use permit. While staff does not recommend this action, there is a legal basis for your Board to refuse to consider any evidence that post-dates the Planning Commission's December 1, 2021 hearing. Additionally, even if your Board decided to accept evidence that post-dates the Planning Commission hearing, your Board could still find that Bush failed to comply with the agreement reached by the parties on September 22, 2021, thereby justifying the revocation of the CUP.
2. Return to staff with direction.

OTHER AGENCY INVOLVEMENT:

Bureau of Land Management

FINANCING:

Costs to process the application are paid for by the applicant. The cost of the appeal is a \$300 flat fee. The Planning Department maintains a record of the time spent on this project as a reference when the Board considers alterations to the Fee Ordinance in the future.

ATTACHMENTS:

1. Final Staff Report - Planning Commission

APPROVALS:

Ryan Standridge
Ryan Standridge
Darcy Ellis
John Vallejo
Ryan Standridge

Created/Initiated - 2/7/2022
Approved - 2/16/2022
Approved - 2/16/2022
Approved - 2/16/2022
Final Approval - 2/16/2022



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AGENDA ITEM NO.: 09 (Action Item – Public Hearing)

PLANNING COMMISSION MEETING DATE: September 22, 2021

SUBJECT: Violation of Conditional Use Permit 2007-05/Pruett Ballarat Inc.

EXECUTIVE SUMMARY

This hearing is being held pursuant to a Notice of Hearing issued to the operator of the Radcliff Mine (ID 91-14-0064) on September 3, 2021 (**Exhibit 1**). The mine is located on the western flank of the Panamint Range in Pleasant Canyon, approximately 5 miles east of Ballarat. The Conditional Use Permit 2007-05/Pruett Ballarat (“2008 CUP”) was approved on April 23, 2008 (the staff report and Notice of Decision are attached as **Exhibit 2**). The 2008 CUP contained numerous conditions of approval, including:

CONDITION OF APPROVAL

III(2) The Conditional Use Permit is for the mining of the Radcliff mine by the applicant, Pruett Ballarat, Inc. This Conditional Use Permit is issued to the applicant. Any change in ownership, revisions, additions or expansions to the project description contained in the application shall comply with SMARA and other applicable State and Federal laws. .

CONDITIONS FOR RECLAMATION PLAN

IV(4) Upon the termination of underground mining activities (exceeding 90 days) all adits to the Radcliff Mine shall be physically sealed to the satisfaction of the Inyo County Planning Department. Backfilling or steel doors will be acceptable.

The Planning Department seeks to revoke the 2008 CUP for two reasons. First, the Radcliff Mine’s operator placed adits outside of the 2008 CUP’s permitted boundaries. The Planning Department gave the operator 1.5 years to fix this issue after it was brought to light, but the problem remains unresolved as of the writing of this staff report. Second, the Radcliff Mine has not been operational since December 2016. The 2008 CUP requires that all adits be sealed should underground mining terminate for more than 90 days.

Pursuant to Inyo County Code § 18.81.120 and 18.81.130, a hearing is being held to determine whether the Planning Commission will / will not 1) find that these violations have occurred and 2) issue an order revoke Conditional Use Permit 2007-05/Pruett Ballarat.

PROJECT INFORMATION

Supervisory District: 5

Project Applicant: John Hagestad with Bush Management.

Property Owner: Bush Management Company

Site Address: Pleasant Canyon

Community: Panamint, CA

A.P.N.: 039-240-01

General Plan: Rural Protection (RP).

Zoning: Open Space, 40 acre minimum (OS-40).

Size of Parcel: Approximately 137.52 Acres

Surrounding Land Use:

| Location: | Use: | Gen. Plan Designation | Zoning |
|------------------|-------------|-------------------------------|---------------------------------------|
| Site | Vacant | Rural Protection (RP) | Open Space – 40 acre minimum (OS-40) |
| North | Vacant | State and Federal Land (SFL) | Open Space – 40 acre minimum (OS-40) |
| East | Vacant | State and Federal Land (SFL) | Open Space – 40 acre minimum (OS-40) |
| South | Vacant | State and Federal Land (SFL) | Open Space – 40 acre minimum (OS-40) |
| West | Vacant | State and Federal Land (SFL) | Open Space -- 40 acre minimum (OS-40) |

Staff Recommended Action: 1) Find that these violations have occurred and issue an order revoke the Conditional Use Permit.

Alternatives: 1) Dismiss the violations.
2) Continue the public hearing to a future date, and provide specific direction to staff regarding what additional information and analysis is needed.

Project Planner: Ryan Standridge, Associate Planner

STAFF ANALYSIS

Background and Overview

The Radcliff / World Beater Mine was first permitted for operation in May 1993. In January 2007, the mine changed hands, and the new owners obtained a new CUP. That CUP is the operative 2008 CUP that is at issue in this hearing. As explained above, the operators of the mine are violating two different conditions of the 2008 CUP. Each violation will be dealt with in turn.

Violation #1 – Installation of Adits Outside Permitted Boundaries

On June 9, 2020, former mine operator Charles McLaughlin emailed the Planning Department to inform them that he believed that two of the mine's adits (#1 and #6) were located outside of the permitted CUP boundary, despite the fact that the map submitted with and attached to the 2008 CUP showed those two adits to be within the permitted boundaries (**Exhibit 2, page 27**). The County requested that Mr. McLaughlin obtain a map from a licensed surveyor to confirm. This map shows that adits #1 and #6 are in fact outside the approved CUP and reclamation boundaries (**Exhibit 3**).

Condition of Approval III(2) of the 2008 CUP requires that any expansion of the mine beyond the permitted boundaries comply with the Surface Mining and Reclamation Act ("SMARA") and all other applicable state and federal laws. SMARA, in turn, requires that all mine operators obtain the proper permits from the lead agency (i.e. Inyo County). Public Resource Code § 2770(a). Adits that are located outside of the boundary approved by the 2008 CUP and/or the reclamation plan are not properly permitted under the 2008 CUP. To use a simple example, if an individual obtains a CUP to operate a store on a certain lot, that does not give the individual permission to operate the store on an adjacent lot, nor does it permit the individual to construct the store in a manner that encroaches beyond the permitted lot.

However, because the mine operator voluntarily raised the issue of adits #1 and #6 being located outside of the CUP boundary, the Planning Department did not take immediate enforcement action, as it seemed unfair to penalize the operator for voluntarily raising this noncompliance. Furthermore, in joint meetings between the mine personnel, the BLM (which manages the land that adits #1 and #6 are located on), and the Planning Department, the mine operator stated he wished to close up and reclaim adits #1 and #6. These meetings occurred on July 7, 2020 and March 10, 2021, as memorialized in post-meeting correspondence from the BLM (see **Exhibit 4**). Reclaiming these adits seemed to be a great solution, as it would bring the mine back into compliance with the CUP without requiring an enforcement action by the Planning Department.

Unfortunately, the mine operator's statements regarding his desire to voluntarily close adits #1 and #6 do not appear to match his actions. Almost 1.5 years have passed since Mr. McLaughlin first raised the issue of the adits located outside of the permitted boundaries, yet as of the writing of this staff report, the adits remain open and unreclaimed. The Planning Department cannot allow this violation to linger forever. There

has been consistent correspondence between BLM and the attorney for the Radcliff Mine (Blair Will) requesting information about the closure plan and progress (**Exhibit 5**). But to date, the only actions taken toward closure have been the completion of an environmental analysis by the BLM and the preparation of a closure memo (**Exhibit 6**). No physical work has been performed on site to close adits #1 and #6.

Violation #2 – Failure to close all adits within 90 days of the cessation of underground mining

Condition IV(4) for the reclamation plan (whose approval is a subpart of the CUP) states: “Upon the termination of underground mining activities (exceeding 90 days) all adits to the Radcliff Mine shall be physically sealed to the satisfaction of the Inyo County Planning Department.” Underground mining has ceased at the Radcliff Mine for far more than 90 days. Pursuant to reports filed with the federal Mine Safety and Health Administration (MSHA), the Radcliff Mine as considered abandoned as of December 20, 2016 and MSHA “has not has [the Radcliff Mine] on [its] books since December of 2016 (**Exhibit 7**).

The County did not seek to enforce this condition sooner because former operator Mr. McLaughlin was constantly proposing a variety of ways that he hoped to expand and reinvigorate the Radcliff Mine. For instance, most recently, on September 15, 2020, Mr. McLaughlin and John Hagestad gave a lengthy presentation to the Inyo County Board of Supervisors detailing their plans for large operational expansions at the Radcliff Mine. The Planning Department would like to see this mine remain open and able to contribute to the economy of Southern Inyo County. However, as with the improperly located adits, the Planning Department cannot continue to ignore the 2008 CUP’s conditions of approval. And, since Mr. McLaughlin ceased to be involved with this mine in approximately March 2021, there have been no new proposals for continued operation brought to the Planning Department.

Accordingly, the Planning Department believes that it is in the best interest of the public to not permit an abandoned, idle mine to remain un-reclaimed. It is particularly concerning that, when Planning Department personnel went to inspect the mine on March 30, 2021, the Planning Department observed at least three adits that were completely unfenced and open (**Exhibit 8**). This is a serious public safety concern that must be remedied via the sealing of unused adits.

RECOMMENDATION

Planning Department staff recommends finding Bush Management in violation of the 2008 CUP and revoking the CUP based on the following Findings:

- 1) Notice of the time and date of this hearing was given as required by law.
[Evidence: Notice was provided via US mail and email on September 3, 2021, which exceeds the 10 day notice requirement in Inyo County Code § 18.81.240.]

- 2) Bush Management has violated Condition of Approval III(2) of the 2008 CUP.

[Evidence: Bush Management has provided a surveyed map confirming that adits #1 and #6 are out of the permitted boundary of the 2008 CUP. These adits remain open and un-reclaimed despite Bush's statements regarding the plan to close them.]

- 3) Bush Management has violated Condition of Approval IV(4) of the 2008 CUP.

[Evidence: MSHA records indicate that the Radcliff Mine has been abandoned since December 2016, yet all adits at the mine remain un-reclaimed.]

ATTACHMENTS

- Exhibit 1 – Notice of Hearing dated September 3, 2021
- Exhibit 2 – Conditional Use Permit 2007-05/Pruett Ballarat and associated Staff Report and Reclamation Plan
- Exhibit 3 – Map from licensed surveyor dated May 13, 2020
- Exhibit 4 – August 13, 2020 Letter from BLM
- Exhibit 5 – BLM correspondence with Blair Will
- Exhibit 6 – Environmental analysis prepared by BLM
- Exhibit 7 – Correspondence and report from MSHA
- Exhibit 8 – Pictures of unfenced adits

Exhibit 1



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**Denial of Financial Assurance Cost Estimate Pursuant to Public Resources
Code § 2773.4(d)(2)(A)(i)**

**Notice of Hearing re: Revocation of Conditional Use Permit 2007-05 /
Pruett Ballarat, Inc.**

September 3, 2021

John Hagestad
Bush Management
PO Box 11179
Newport Beach, CA 92658
JHAGESTAD@Sares-Regis.com

Blair Will
Kronick Moskowitz Tiedemann & Girard
1331 Garden Hwy, 2nd Floor
Sacramento, CA 95833
bwill@kmtg.com

VIA CERTIFIED MAIL AND EMAIL

RE: Mine ID# 91-14-0064 / Radcliff

Dear Mr. Hagestad and Mr. Will:

As the lead agency under SMARA, the Inyo County Planning Department has received and reviewed the Financial Assurance Cost Estimate ("FACE") that you submitted for the above-referenced mine on August 23, 2021. As you are aware, Inyo County has been working with Bush Management ("Bush") to get an adequate FACE submitted since 2019. Pursuant to Cal. Public Resources Code ("PRC") § 2773.4(d)(2)(A)(i), the Planning Department has denied the August 23 FACE. The specific reasons for the denial are enumerated below. This letter also addresses Bush's violation of—and the commencement of proceedings to revoke—CUP 2007-05 / Pruet Ballarat, Inc. ("the 2007 CUP").

I. VIOLATION OF THE 2007 CUP

On June 9, 2020, previous mine operator Charles McLaughlin first raised this issue of two adits (#1 and #6) being located outside the CUP boundary. After Mr. McLaughlin raised this issue

Exhibit 1

and after discussions between the County, BLM, and Bush, it was determined that the best course of action was to simply reclaim these adits, thereby bringing Bush back into compliance with the CUP boundaries. The County informed Bush that it would not treat the installation of adits outside of the CUP boundaries as a violation of the CUP / reclamation plan or require Bush to increase its financial assurance mechanism to account for the cost of closing these two adits as long as Bush expeditiously proceeded with its stated plan of closing the two adits. This was discussed on numerous occasions, including two meetings on July 7, 2020 and March 10, 2021, which were attended by parties representing Bush Management, the BLM, and Inyo County personnel.

However, it has now been approximately 1.5 years since Mr. McLaughlin first raised the issue of adits located outside of the CUP boundaries, and these adits remain in the same state that they were 1.5 years ago. While the County was willing to hold any CUP violations in abeyance given repeated statements that Bush would voluntarily close these two unpermitted adits, the County cannot wait forever for Bush to act. Accordingly, the County will be proceeding with the revocation of the 2007 CUP on the grounds that the installation of adits outside of the CUP boundaries and the failure to rectify the problem over the past 1.5 years constitutes a violation of the conditions of approval of the 2007 CUP and the 2007 Reclamation Plan (the approval of which is a condition of approval of the CUP). Additionally, given that the Radcliff Mine has been idle for far more than 90 days with no reclamation activity conducted, the County will move to revoke the CUP for violation of Condition IV(4). A hearing on the revocation of the 2007 CUP will be held before the Inyo County Planning Commission on September 27, 2021 at 10 am. The Planning Commission is meeting via Zoom, and you will be provided with a Zoom link to join the meeting at a later date.

II. DENIAL OF THE AUGUST 23, 2021 FACE

Pursuant to PRC § 2773.4(d)(6), the reasons for this denial are as follows:

- **Section II (Description of Current Site Conditions)**

This section is incomplete and inadequate. On March 30, 2021, Inyo County inspected the Radcliff Mine and confirmed the existence of at least five adits (see photographs #4, 12, 13, 18-21, 28, 29, 32-34, and 36-38).¹ This was a notable contradiction to the statements of Andrew Heinemann, who stated during the March 10, 2021 meeting regarding the 2020 FACE that only two adits (#1 and #6) had been developed at the mine. This section fails to describe any adits, even the two whose existence Mr. Heinemann acknowledges.

This section further states that “[t]wo adits [i.e. #1 and #6] have been developed outside of the approved reclamation plan ... and therefore cannot be included in the FACE under SMARA.” This is incorrect. The fact that previous mine operators illegally installed adits outside of the Radcliff Mine’s permitted boundaries does not absolve Bush of its reclamation responsibilities. Inyo County was willing to provide Bush with leniency regarding adits #1 and #6 due to representations that Bush was going to voluntarily seal and reclaim these adits. However, as

¹ Photographs taken by County personnel during this inspection are included with this letter. When reference is made to a specific numbered photograph, that number corresponds to the numbers on the lower right-hand corner of each photo.

Exhibit 1

explained above, this has yet to happen in the past 1.5 years. Given Bush's inaction, the County will now require Bush to include the costs to reclaim adits #1 and #6 (along with all other adits shown in the attached photos) in the FACE. Please edit this section accordingly.

This section also incorrectly describes the surface disturbance. Per the 2007 Staff Report accompanying the 2007 CUP and annual SMARA reports submitted to the state, the Radcliff Mine has at least 8.5 acres of surface disturbance, yet this section states that there is only 2.6 acres of disturbance. This error needs to be corrected, and the FACE updated accordingly.

During the County's March 30 inspection, personnel also observed a substantial amount of junk, debris, trailers, structures, and equipment scattered throughout the mine (see, for example, photos #1-12, 14, 15, 22, 25, and 39-61). None of this is described in this section. Please update this section to include a description of these conditions.

- **Section III (Description of Anticipated Site Conditions)**

The information provided is incomplete. By way of example, the 2007 CUP states as Condition IV(4) that "Upon the termination of underground mining activities (exceeding 90 days) all adits to the Radcliff Mine shall be physically sealed to the satisfaction of the Inyo County Planning Department. Backfilling or steel doors will be acceptable." Mining activity has ceased for more than 90 days at the Radcliff Mine. Therefore, pursuant to the 2007 CUP, within the next 90 days, all adits must be sealed. The cost to conduct this activity must be included in this section of the FACE.

- **Section IV (Description/Justification of Cost Increase/Decrease)**

Based on all of the comments that the County has provided you in this letter, the County anticipates that reclamation costs will rise once you have included all the required reclamation in the updated FACE. Therefore, when submitting the updated FACE, please ensure that you also update this section. Provide a brief description/justification for the proposed increase or decrease to existing financial assurance amount.

The County notes that the 2015 FACE submitted by Pruett puts reclamation costs at \$102,242. Per the California Department of General Services Construction Cost Index, in today's dollars, that would set reclamation costs at \$119,188.01. No reclamation has occurred since 2015. Therefore, should your FACE indicate a cost lower than \$119,188.01, please describe in detail why costs have fallen and which aspects of the 2015 FACE are inaccurate.

- **Section V (Plant Structures and Equipment Removal)**

The "Current Site Conditions" section states that the only structure currently on site is a trailer. This is incorrect. During the March 30 inspection of the mine, the County observed numerous other structures equipment on site including, but not limited to, broken heavy machinery along the roadway, a cabin with construction work that appeared to be recent (< 10 years old), a Port-A-Potty, metal storage containers, tools, pipes, hoses, electrical infrastructure, fencing, and storage tanks / barrels. Please consult the attached pictures for additional details. This section must be updated to accurately describe the site conditions, as reflected in the attached photos.

Exhibit 1

The "Describe tasks" section will also need to be updated to include the additional tasks necessary to remove all of the equipment and structures that were not described in the August 23 FACE.

After you have updated the Current Site Conditions, it is also anticipated that you will need to make substantial edits to the "Methods to be used" section of the FACE. Specifically, this section will need to be updated to reflect the increased cost and complexity of removing all of the structures and equipment shown in the attached photos and present at the mine. When updating this section, you must also take into account the remote and rugged nature of the site. You must ensure that all equipment to be used is capable of rugged, off-road travel. Additionally, none of the trailers observed on-site by County staff during the March inspection are in operable or road-worthy condition. Therefore, the FACE must account for the cost of not simply towing these trailers, but rather hauling them out on a transport vehicle or disassembling them on-site. Please also account for the cost of hauling all trailers, equipment, structures, junk, and debris to the nearest municipal waste facility and the disposal fees that will need to be paid to that facility.

Finally, the FACE states that you must "provide documentation showing that rates, prices, and wages are available locally to all persons, including the lead agency and/or the Department." This documentation must be provided with the updated FACE and must take into account the fact that the Radcliff Mine is located in an extremely remote area, approximately 2 hours from the nearest city (Ridgecrest). It is likely that, given the remote location and limited equipment options in Ridgecrest, actual quotes will be significantly higher than what is found in the CalTrans Labor Surcharge and Equipment Rental Rates.

- **Section VI (Primary Reclamation Activity)**

For reasons previously outlined, the "Current Site Conditions" and "Quantities" sections within this section are inaccurate. Issues include, but are not limited to, a failure to account for all disturbed acres and a failure to account for the all confirmed adits. With respect to disturbed acres, per Condition IV(8) of the 2007 CUP, you must account for all road disturbance on both patented and BLM land.

The "Methods to be used" section will need to be updated to account for the increased in disturbed acres and for the additional equipment and personnel that will be required to close all of the confirmed adits.

Finally, the FACE states that you must "provide documentation showing that rates, prices, and wages are available locally to all persons, including the lead agency and/or the Department." This documentation must be provided with the updated FACE and must take into account the fact that the Radcliff Mine is located in an extremely remote area, approximately 2 hours from the nearest city (Ridgecrest). It is likely that, given the remote location and limited equipment options in Ridgecrest, actual quotes will be significantly higher than what is found in the CalTrans Labor Surcharge and Equipment Rental Rates.


- **Section VII (Revegetation)**

Exhibit 1

The labor hours described within this section need to be increased to account for the full 8.5 acres of disturbance. Additionally, the FACE must account for the fact that the terrain at this mine is steep and rugged (the County measured average gradients of 11.3% and 19.8% from Trona-Wildrose Rd. to Clair Camp and from Clair Camp to Adits #1 and #6, respectively). These steep grades would likely prevent a laborer from carrying a full broadcasting backpack, thereby necessitating additional time to repeatedly refill. The County notes that you have added half an hour a day from the previous FACE that you submitted, but this is not sufficient to complete the seeding.

Pursuant to PRC § 2773.4(d)(6), you have thirty days to either appeal the County's denial of the August 24 FACE or to submit a revised FACE that incorporates the changes suggested by the County. If you have any questions, you may contact the County Planning Department at (760) 878-0405 or email me at rstandridge@inyocounty.us.

Sincerely,



Ryan Smith-Standridge
Associate Planner / SMARA Coordinator

cc: Grace Chuchla, Deputy County Counsel
Cathreen Richards, Inyo County Planning Director

Exhibit 2



**Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526**

**Phone: (760) 878-0263
(760) 872-2706**

FAX: (760) 872-2712

E-Mail: InyoPlanning@qnet.com

NOTICE OF DECISION

April 23, 2008

**Dave Pruett
443 Upper Colony Road
Wellington, NV 89444**

**SUBJECT: Conditional Use Permit No. 2007-05/Pruett Ballarat, Inc.; and
Reclamation Plan No. 2007-05/Pruett Ballarat, Inc.**

On April 23, 2008 the Inyo County Planning Commission conducted a public hearing to consider the above application to mine gold ore from the Radcliff Mine. The site is located within Sections 4, 5, 8, 9, 10, 15, 16, 17, 21 and 22, T. 22S., R. 45E., on the western flank of the Panamint Range in Pleasant Canyon, approximately 5 miles east of Ballarat. After considering the report of staff and all oral and written comments received, the Planning Commission took the following actions:

ENVIRONMENTAL

Based on the whole record, the Initial Study, the Draft Negative Declaration, and any written comments received, any responses to those comments contained herein, and pursuant to CEQA Guidelines Section 15074(b), the Inyo County Planning Commission adopts the Final Negative Declaration and finds that the requirements of the California Environmental Quality Act have been satisfied.

[Evidence: In accordance with the requirements of the California Environmental Quality Act, an Initial Study and Draft Negative Declaration of Environmental Impact was prepared and circulated for this project for public review and comment. Any concerns and issues raised in those comments are adequately addressed in the discussion in the Draft Negative Declaration, Staff Report and Public Hearing testimony.]

II. FINDINGS

- a. Found the proposed conditional use permit and reclamation plan to be consistent with the Inyo County General Plan Designation and Goals and Policies, as well

Exhibit 2

as the Inyo County Zoning Ordinance sections, which are applicable to the property.

Evidence: The General Plan Designation is Rural Protection (RP), zoned Open Space, 40 acres minimum (OS-40), both which allow underground mining projects with the approval of a conditional use permit by Inyo County.]

- b. Found that the proposed conditional use permit and reclamation plan conforms to and meets the requirements of Chapter 7.70 (Mining and Reclamation) of Inyo County Code, and the provisions of the California Surface Mining and Reclamation Act of 1975.

[Evidence: The proposed conditional use permit and reclamation plan, along with the proposed Conditions of Approval, comply with the requirements of Chapter 7.70 (Mining and Reclamation) of Inyo County Code, and the provisions of the California Surface Mining and Reclamation Act of 1975.]

III. CONDITIONS OF APPROVAL

1. Pursuant to Section 18.81.140 of the County Code the authorization of this Conditional Use Permit shall lapse and be void unless started within one year of the date of its approval. The Planning Commission may, without a hearing, extend the Conditional Use Permit for additional one-year periods upon application filed prior to the expiration of the Conditional Use Permit.
2. *The Conditional Use Permit is for the mining of the Radcliff mine by the applicant, Pruett Ballarat, Inc. This Conditional Use Permit is issued to the applicant. Any change in ownership, revisions, additions or expansions to the project description contained in the application shall comply with SMARA and other applicable State and Federal laws.*
3. The applicant shall obtain all necessary permits from MSHA, ATF&E, CAL-OSHA, GBAQCD, Lahontan, Inyo County Sheriff's Department, Building Department and the Environmental Health Department (septic, water and hazardous material storage) prior to any mining operations.
4. The applicant shall pay the Department of Fish and Game the habitat impact fee of \$1,876.75 pursuant to Senate Bill 1535. The applicant may directly contact the Department of Fish and Game to apply for an exemption of this habitat impact fee.
5. Any storm-water from any additional surface disturbance or impervious areas shall be contained on-site and/or directed into existing natural drainage channels.

IV. CONDITIONS FOR RECLAMATION PLAN NO. 2007-05

Exhibit 2

1. All equipment, office trailer(s), generators, fuel tanks, portable toilets and refuse facilities, garbage and solid waste, surface air and water lines, drill rods and bits, culverts and concrete slabs shall be removed upon completion of the mining activities.
2. All fuel tanks and other containers will be properly emptied through consumption, recycling or transported to a designated waste handling or treatment facility. Containers will be removed for reuse, or disposed of in an approved landfill upon completion of mining activities.
3. Storage of explosives will be removed in accordance with the applicable Federal and State regulations, as administered by the Bureau of Alcohol, Tobacco, and Firearms, and the State Fire Marshall.
4. Upon the termination of underground mining activities (exceeding 90 days) **all** adits to the Radcliff Mine shall be physically sealed to the satisfaction of the Inyo County Planning Department. Backfilling or steel doors will be acceptable.
5. All adits will be plugged and backfilled or physically sealed to the satisfaction of Inyo County upon completion of mining activities.
6. Upon completion of the mining activities the borrow pit slopes will be re-contoured to conform with the adjacent slopes.
7. Culverts, if used, will be removed, and pre-mining drainage courses will be restored which have been blocked by operations and/or road conditions.
8. Access to the exploration roads on the World Beater side of the operation, shall be closed by ripping and backfilling, to the original contours from the first turnout of the canyon to the east (chain and post gate) to the property line. Re-seeding shall occur on this stretch of reclaimed road to establish the vegetation and plant cover approved by Inyo County and BLM.
9. All disturbed areas shall be scarified and re-seeded (broadcasting method). The mixture and hand broadcasting seeding will be as per the State Office of Mining Reclamation, BLM and Inyo County requirements.
10. Reclamation will not be considered complete until vegetative cover is 20 percent of the surrounding undisturbed land with a 50 percent diversity of the perennial species on surrounding undisturbed land. This shall be verified based upon visual calculations and substantiated by past photograph of the site including off site photographs of the surrounding undisturbed lands.
11. Each year, the applicant shall file an annual mining report with the State of California. These reports shall be filed in a timely manner. Monitoring activities will continue until the County is satisfied that performance standards have been

Exhibit 2

met. In accordance with SMARA Section 2774(b), Inyo County as the Lead Agency shall inspect the site and file annual inspection reports with the State of California.

12. Prior to any mining activity, Pruett Ballarat, Inc. shall submit a notarized statement to the Inyo County Planning Department accepting responsibility for reclaiming land as per the conditions as specified herein.
13. Financial assurances in the sum of \$85,295.00 are required in the form of a surety bond, irrevocable letter of credit or certificate of deposit. Financial assurances shall be posted with the Inyo County Planning Department prior to mining activities, which creates any new surface disturbance. Any existing financial assurances in conjunction with RP #93-1 can then be released by the County.
14. Financial assurances shall be recalculated each year in accordance with Section 2773.1(a)(3) of SMARA and Inyo County Code. This shall occur at the time of annual inspection.

V. HOLD HARMLESS

1. The applicant, landowner, and operator shall defend, indemnify and hold harmless Inyo County, its agents, officers and employees from any claim, action, or proceedings against the County, its advisory agencies, appeal boards, or its legislative body concerning Conditional use Permit No. 2007-5 and Reclamation Plan No. 2007-05/Pruett Ballarat, Inc.

Section 16.56.020 of the Inyo County Subdivision Ordinance provides that any interested party may, within ten (10) days after the Planning commission's action, appeal the determination made by the Planning Commission to the Inyo County Board of Supervisors after compiling evidence of an alleged error and making an appeal fee payment of three-hundred dollars (\$300) to the Clerk of the Board. If you have any question regarding the Planning Commission's action, please contact this office at (760) 872-2706.

Thank you,

Pat Cecil
Planning Director

cc: Richard Cervantes, Fifth District Supervisor
Paul Payne, Fifth District Commissioner
Marvin Moskowitz, Environmental Health

Exhibit 2



**Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526**

Phone: (760) 878-0263
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E-Mail: InyoPlanning@qnet.com

STAFF REPORT

AGENDA ITEM NO. 7 (Action Item – Public Hearing)

DATE OF MEETING: April 23, 2008

SUBJECT: Conditional Use Permit No. 2007-05/Pruett Ballarat, Inc. (formally CUP #93-10); and Reclamation Plan No. 2007-05/Pruett Ballarat, Inc. (formally RP # 93-1).

EXECUTIVE SUMMARY

The proposed project involves the mining of gold ore from the project site located on patented mining claims, by underground methods. The property consists of steep, rocky hillsides covered with sparse vegetation

Pruett Ballarat, Inc. (PBI) is proposing to submit a new conditional use permit and reclamation plan, which will supercede the previously approved Conditional Use Permit and associated Reclamation Plan (CUP #93-10 and RP #93-1/Kerr McGee/Echo Bay Exploration Radcliff Project), which was approved by Inyo County on January 26, 1994.

In reviewing the 1994 conditional use permit and reclamation plan in conjunction with the present proposal there are significant differences between the two conditional use permits and reclamation plans as well as the financial assurance requirements. Therefore, it was determined that a new rather than a revised conditional use permit and reclamation plan should be processed.

The project involves the issuance of a Conditional Use Permit (CUP) and Reclamation Plan (RP) by the County of Inyo. The project site is located on privately owned land (patented mining claims) and is zoned Open Space, 40 acre minimum (OS-40). Under the provisions of the OS-40 zone "mining" is a conditional use per County Code Section 18.12.040(1).

The mining activity is almost entirely underground and the majority of the underground activities are regulated by the Federal (MSHA and ATF&E) and State (CAL-OSHA) agencies. Therefore, any conditions placed on the CUP will primarily be restricted to the above ground activities.

Exhibit 2

PROJECT INFORMATION

Application: Conditional Use Permit No. 2007-05/Pruett Ballarat, Inc. (formally CUP #93-10); and Reclamation Plan No. 2007-05/Pruett Ballarat, Inc. (formally RP #93-1).

Supervisory District: Fifth.

Applicant: Pruett Ballarat, Inc.

Address: 443 Upper Colony Road.
Wellington, NV. 89444.

Landowners: WB & Radcliff, Inc. and Bureau of Land Management (access roads).

Zoning: Open Space, 40 acre minimum (OS-40).

General Plan: Rural Protection (RP).

Location: Located within Sections 4, 5, 8, 9, 10, 15, 16, 17, 21 and 22, T. 22 S., R. 45 E., on the western flank of the Panamint Range in Pleasant Canyon, approximately 5 miles east of Ballarat. The Canyon Resource Briggs Mine is located approximately 8 miles southwest of the Radcliff property.

Recommended Action: **Approve** the Conditional Use Permit and Reclamation Plan with the recommended conditions.

Alternative: **Deny** the Conditional Use Permit and Reclamation Plan; therefore, not allowing Pruett Ballarat, Inc. to mine the Radcliff property.

Project Planner: Adena Fansler, Associate Planner.

HISTORY

The Radcliff, and nearby World Beater mines, were discovered between 1896 and 1897. Production came largely from the Radcliff mine between 1898 and 1903, reportedly on the order of 14,500 ounces of gold (Au) from 14,000 tons of ore (slightly over one ounce per ton of ore mined). The property was opened as seven (7) underground levels, totaling about 2,400 feet of workings; over 500 vertical feet and 700 lateral feet. Owing to the steep topography, aerial tramways were used to get ore from the mine mouth to the mill at Clair Camp and below through Pleasant Canyon.

In 1989, Kerr-McGee leased the claims from landowner, Charles Mott. Echo Bay Exploration (EBX) then entered into a joint venture agreement with Kerr-McGee in May of 1992. EBX was the operating partner of the joint venture. Currently, PBI has purchased a lease and option on the claims, defined as the Radcliff project, from Mr. Mott.

Pruett Ballarat, Inc. currently controls 10 patented lode (mineral) claims, 1 patented mill site claim, and 94 unpatented lode claims for a total of approximately 1,754 acres. The

Exhibit 2

patented claims and certain unpatented claims, are held under a Exploration Agreement and Option to Purchase from Mr. Charles Mott.

PROJECT DESCRIPTION

The proposed project involves the mining of gold ore from the project located on patented mining claims, by underground methods. The property consists of steep, rocky hillsides covered with sparse vegetation

Pruett Ballarat, Inc. (PBI) is proposing to submit a new conditional use permit and reclamation plan, which will supercede the Conditional Use Permit and associated Reclamation Plan (CUP #93-10 and RP #93-1/Kerr McGee/Echo Bay Exploration Radcliff Project), which was approved by Inyo County on January 26, 1994.

In reviewing the 1994 conditional use permit and reclamation plan in conjunction with the present proposal there are significant differences between the two conditional use permits and reclamation plans as well as the financial assurance requirements. Therefore, it was determined that a new, rather than a revised conditional use permit and reclamation plan, should be processed.

The project involves the issuance of a Conditional Use Permit (CUP) and Reclamation Plan (RP) by the County of Inyo. The project site is located on privately owned land (patented mining claims) and is zoned Open Space, 40 acre minimum (OS-40). Under the provisions of the OS-40 zone "mining" is a conditional use per County Code Section 18.12.040(I).

The mining activity is almost entirely underground; the majority of the underground activities are regulated by Federal (MSHA and ATF&E) and State (CAL-OSHA) agencies. Therefore, any conditions placed on the CUP will primarily be restricted to the above ground activities.

The project is an underground mine and exploration operation that anticipates removing 100,000 tons of gold ore. This ore will be crushed on site then transported to Elko, Nevada for assaying and processing over the course of fifteen years.

The current surface disturbance for the existing portions of the Radcliff Project is 6.65 acres. As part of the continued exploration and development of the project, an additional surface disturbance of 4.36 acres (private land) is proposed. This would include the new adits to access the ore body, laydown yards for equipment storage and crushing unit, and a small development rock pile (rock dump). This proposed activity would bring total surface disturbance at the Radcliff project (subject to reclamation) to 8.56 acres.

Removal of pinyon trees will be kept to minimum. Trees will be limbed rather than removed whenever possible.

Exhibit 2

Operation or road improvements and construction equipment will be confined to the existing and proposed road sections.

A site for a borrow pit has been selected at the west end of the Jackpot Extension patented mining claim where road base will be extracted from this site and crushed/screened to a size suitable for road base.

The crushing plant will consist of 2 portable units on semi trailers set on a 50' x 100' concrete slab. Transfer trailer type road trucks will haul the road base and ore.

As practicable, topsoil from all future road construction will be salvaged and stockpiled.

New road construction will not exceed a total disturbance width of thirty feet (30'), with a 15-foot running width.

Inslope, full bench construction will be required for new road construction.

Water bars will be placed, as deemed necessary by the operator, with concurrence by the Bureau of Land Management and/or Inyo County as portions of the access roads cross BLM property.

Storm water diversions for the access road will be formed with side draining to deal with normal water runoff. Due to the unpredictability of severe storms it is not proposed to implement any unusual controls; runoff damage to roads will be repaired when it occurs.

Pruett Ballarat, Inc. intends to construct and operate a small (30' x 50') maintenance shop at Clair Camp (existing) in accordance with County Building and Health Codes. In addition, a Man Camp with six parking sites with septic and water will be set up at Clair Camp.

Fuel, mining supplies, and explosives in permitted containment will be stored on site. Water will be provided by a developed underground adit at an area called Stone Corral located approximately two miles east of Clair Camp.

A new haul road from Pleasant Canyon to Hope Canyon will be used to access the underground adit. This road will be on public lands and authorized by a Bureau of Land Management (BLM) easement permit.

Ore will be transported by truck to Elko, Nevada via Trona, Ridgecrest, U.S. Highway 395-North, and State Route 6 to Nevada for milling.

MSHA emergency and safety rules and guidelines for safety training and/or site mine rescue crews will be followed. Contacts with local hospitals, ambulance and medevac service will be established. On site safety and health equipment will be maintained. MSHA safety training and certification will be provided for all employees. Onsite visitors will be required to follow safety guidelines and MSHA procedures.

Exhibit 2

Air quality permits may be necessary from Great Basin Air Quality Control District. Air compressors will be used on site as needed. They will be diesel powered. Underground loaders and surface haul trucks and electrical generators will also be diesel powered. Fans will provide mine ventilation.

Reclamation will consist of removal of all equipment from the site, including, but not limited to the portable crushers, office trailer(s), generators, fuel tanks, etc.; removal of any portable toilets and refuse facilities; clean up of any garbage or other solid waste inadvertently left at the site; removal of air and water lines on the surface; removal of all drill rods and bits; culverts, if used, will be removed, and pre-mining drainage course will be restored which have been blocked by operator and/or road conditions; removal of concrete foundations and slabs.

All fuel tanks and other containers will be properly emptied through consumption, recycling or transport to a designated waste handling or treatment facility. Containers will be removed for reuse or disposed of in an approved landfill.

Explosive storage will be removed in accordance with the applicable Federal and State regulations, as administered by the Bureau of Alcohol, Tobacco, and Firearms, and the State Fire Marshall.

The mine adits will be closed to prevent access by the public and colonized by bats. The entrances will be plugged by backfilling.

Scarification of compacted or disturbed areas, as practicable, to promote re-vegetation will be accomplished. Compacted or disturbed areas include, but not limited to post-1989 roads, drill pads, helicopter drill pads and the new laydown yard. All disturbances, which are non-accessible by heavy equipment, i.e., helicopter drill pads, will be seeded but not scarified. Re-seeding of compacted or disturbed areas, as practicable, with a native species seed mix will be accomplished.

Access to the exploration roads on the World Beater side of the operation, shall be closed by ripping and backfilling, to the original contours from the first turnout of the canyon to the east (chain and post gate) to the property line. Re-seeding shall occur on this stretch of reclaimed road to establish the vegetation and plant cover approved by Inyo County and BLM.

Broadcast seeding will occur during the spring season after mining is complete. No watering or irrigation of the site will occur. Due to the sparse nature of the existing habitat, and dry climate, natural weather cycles will be relied upon to water the seeds so that the seeds establish under natural conditions. Utilities needed for the post-mining land uses such as berms, fencing or signage will be removed and reclaimed.

Exhibit 2

SURROUNDING LAND USES

All of the surrounding lands are vacant Bureau of Land Management lands with a General Plan Designation of State and Federal Lands (SFL) and zoned Open Space, 40 acre minimum (OS-40).

STAFF ANALYSIS

The Staff, the State Office of Mining Reclamation and the Bureau of Land Management (Ridgecrest) have reviewed the proposed project and conducted an on-site inspection of the project site.

The proposal is consistent with the requirements of the OS-40 zone (CUP required) and conforms with the Inyo County General Plan Designation of Rural Protection (RP) and the Goals and Policies for mining activities.

The proposal meets the requirements of Chapter 7.70 (Mining and Reclamation) of the Inyo County Code and the provisions of the California Surface Mining and Reclamation Act (SMARA).

The CUP is conditioned with the standard one (1) year approval date in which to initiate the mining activity. It has also been restricted to the applicant only so the operation cannot be sold to another entity without County notice and approval.

Since much of the mining activities occur underground and are under permit by Federal and State agencies, Inyo County's concerns are primarily in regards to the surface activities and reclamation.

County permits such as building, electrical, plumbing (domestic water) and septic permits shall be obtained. The Great Basin Air Pollution Control District shall be notified of the use of air compressors and ore crushing equipment prior to their use.

Staff is recommending a number of reclamation conditions, which are listed in the Recommended Conditions of Approval for the reclamation plan.

These conditions include the general clean-up and removal of the surface facilities from the site; scarifying and reseeding of disturbed areas with subsequent monitoring; grading of the borrow pit; closing of some mining access roads; sealing of all adits; and the posting of \$85,295.00 in financial assurances.

As of January 1, 2007 all projects, which requires a Negative Declaration or Mitigated Negative Declaration shall be required to pay the Department of Fish and Game habitat impact fee of \$1,876.75 (Senate Bill 1535) prior to the recording of the Notice of Determination. Inyo County will no longer determine if a project has a "de minimus" impact on vegetation or wildlife habitat. The applicant must directly contact the Department of Fish and Game for an exemption of this habitat impact fee.

Exhibit 2

ENVIRONMENTAL REVIEW

A Draft Negative Declaration was prepared for the project and was submitted for public review and comment on March 14, 2008 with comment period ending on April 14, 2008.

PUBLIC NOTICE

A Notice of Public Hearing was published in the local newspaper and mailed to the surrounding property owners within 300 feet of the subject property (in this case, only to BLM).

RECOMMENDATIONS

Staff recommends approval of the applicant's proposed conditional use permit and reclamation plan with conditions. The Planning Department therefore recommends the Planning Commission take the following actions:

“1. Move to adopt the Final Negative Declaration of Environmental Impact and certify that the provisions of CEQA have been met;

2. Make the following findings with respect to and approve Conditional Use Permit No. 2007-05/Pruett Ballarat, Inc. and Reclamation Plan No. 2007-05/Pruett Ballarat, Inc. with the recommended conditions of approval.”

I. ENVIRONMENTAL

Based on the whole record, the Initial Study, the Draft Negative Declaration, and any written comments received, any responses to those comments contained herein, and pursuant to CEQA Guidelines Section 15074(b), the Inyo County Planning Commission adopts the Final Negative Declaration and finds that the requirements of the California Environmental Quality Act have been satisfied.

[Evidence: In accordance with the requirements of the California Environmental Quality Act, an Initial Study and Draft Negative Declaration of Environmental Impact was prepared and circulated for this project for public review and comment. Any concerns and issues raised in those comments are adequately addressed in the discussion in the Draft Negative Declaration, Staff Report and Public Hearing testimony.]

II. FINDINGS

- a. Find that the proposed conditional use permit and reclamation plan are consistent with the Inyo County General Plan Designation and Goals and Policies, as well as the Inyo County Zoning Ordinance sections, which are applicable to the property.

Exhibit 2

[Evidence: The General Plan Designation is Rural Protection (RP), zoned Open Space, 40 acres minimum (OS-40), both which allow underground mining projects with the approval of a conditional use permit by Inyo County.]

- b. Find that the proposed conditional use permit and reclamation plan conforms to and meets the requirements of Chapter 7.70 (Mining and Reclamation) of Inyo County Code, and the provisions of the California Surface Mining and Reclamation Act of 1975.

[Evidence: The proposed conditional use permit and reclamation plan, along with the proposed Conditions of Approval, comply with the requirements of Chapter 7.70 (Mining and Reclamation) of Inyo County Code, and the provisions of the California Surface Mining and Reclamation Act of 1975.]

III. CONDITIONS OF APPROVAL

1. Pursuant to Section 18.81.140 of the County Code the authorization of this Conditional Use Permit shall lapse and be void unless started within one year of the date of its approval. The Planning Commission may, without a hearing, extend the Conditional Use Permit for additional one-year periods upon application filed prior to the expiration of the Conditional Use Permit.
2. The Conditional Use Permit is for the mining of the Radcliff Mine by the applicant, Pruett Ballarat, Inc.. This CUP is issued solely to this applicant. Any change in ownership, revisions, additions or expansions in the project description contained in the application shall require an amendment to this CUP.
3. The applicant shall obtain all necessary permits from MSHA, ATF&E, CAL-OSHA, GBAQCD, Lahontan, Inyo County Sheriff's Department, Building Department and the Environmental Health Department (septic, water and hazardous material storage) prior to any mining operations.
4. The applicant shall pay the Department of Fish and Game the habitat impact fee of \$1,876.75 pursuant to Senate Bill 1535. The applicant may directly contact the Department of Fish and Game to apply for an exemption of this habitat impact fee.
5. Any storm-water from any additional surface disturbance or impervious areas shall be contained on-site and/or directed into existing natural drainage channels.

IV. CONDITIONS FOR RECLAMATION PLAN NO. 2007-05

1. All equipment, office trailer(s), generators, fuel tanks, portable toilets and refuse facilities, garbage and solid waste, surface air and water lines, drill rods and bits, culverts and concrete slabs shall be removed upon completion of the mining activities.

Exhibit 2

2. All fuel tanks and other containers will be properly emptied through consumption, recycling or transported to a designated waste handling or treatment facility. Containers will be removed for reuse, or disposed of in an approved landfill upon completion of mining activities.
3. Storage of explosives will be removed in accordance with the applicable Federal and State regulations, as administered by the Bureau of Alcohol, Tobacco, and Firearms, and the State Fire Marshall.
4. Upon the termination of underground mining activities (exceeding 90 days) all adits to the Radcliff Mine shall be physically sealed to the satisfaction of the Inyo County Planning Department. Backfilling or steel doors will be acceptable.
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10. Reclamation will not be considered complete until vegetative cover is 20 percent of the surrounding undisturbed land with a 50 percent diversity of the perennial species on surrounding undisturbed land. This shall be verified based upon visual calculations and substantiated by past photograph of the site including off site photographs of the surrounding undisturbed lands.
11. Each year, the applicant shall file an annual mining report with the State of California. These reports shall be filed in a timely manner. Monitoring activities will continue until the County is satisfied that performance standards have been met. In accordance with SMARA Section 2774(b), Inyo County as the Lead Agency shall inspect the site and file annual inspection reports with the State of California.

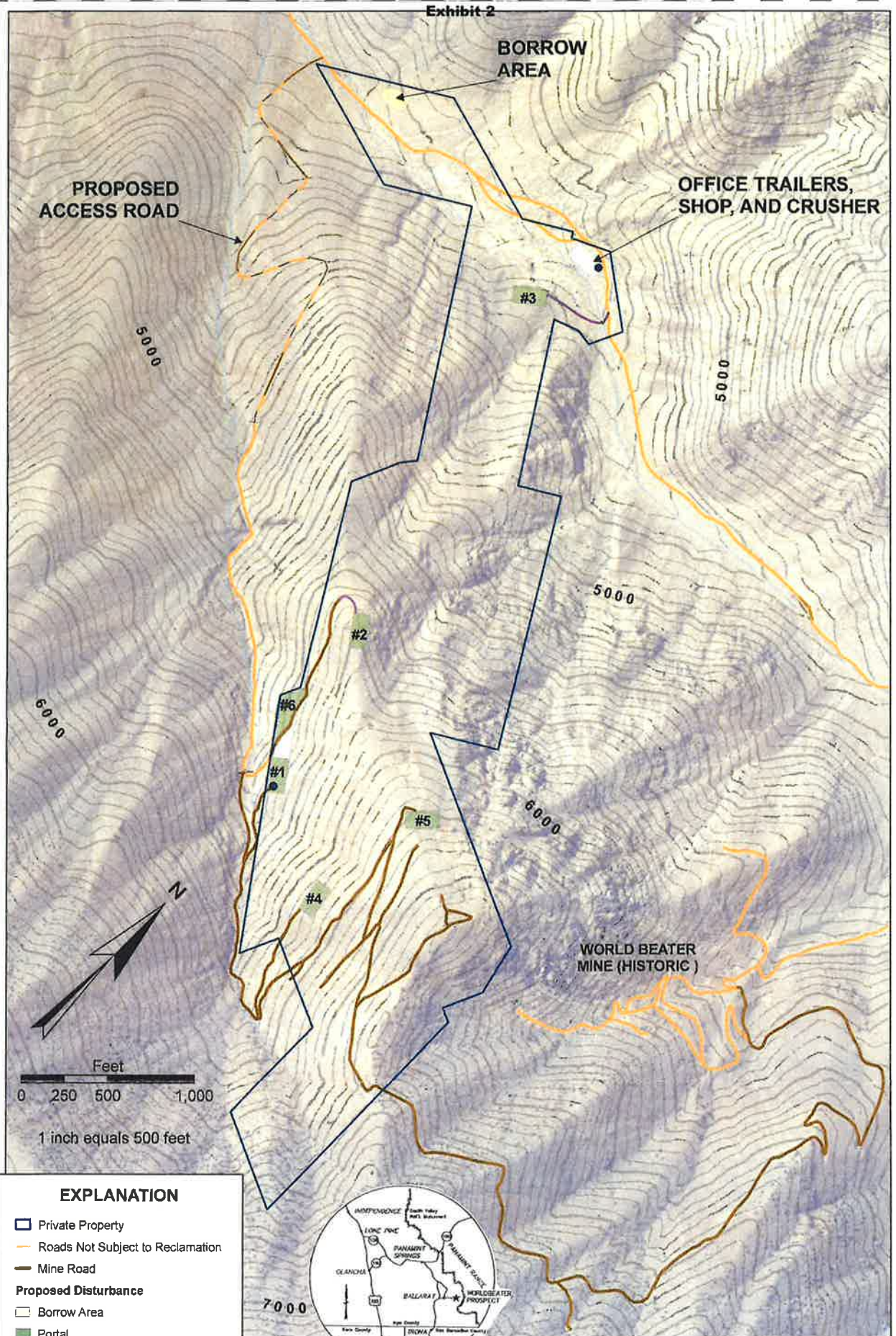
Exhibit 2

12. Prior to any mining activity, Pruett Ballarat, Inc. shall submit a notarized statement to the Inyo County Planning Department accepting responsibility for reclaiming land as per the conditions as specified herein.
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14. Financial assurances shall be recalculated each year in accordance with Section 2773.1(a)(3) of SMARA and Inyo County Code. This shall occur at the time of annual inspection.

V. HOLD HARMLESS

1. The applicant, landowner, and operator shall defend, indemnify and hold harmless Inyo County, its agents, officers and employees from any claim, action, or proceedings against the County, its advisory agencies, appeal boards, or its legislative body concerning Conditional use Permit No. 2007-5 and Reclamation Plan No. 2007-05/Pruett Ballarat, Inc.

Attachments: Vicinity Map/Location Map
Negative Declaration
Application



EXPLANATION

- Private Property
- Roads Not Subject to Reclamation
- Mine Road
- Proposed Disturbance**
- Borrow Area
- Portal
- Waste Rock Dump
- Yard
- Proposed Mine Road
- Water Well



RADCLIFF MINE
PRUETT BALLARAT INC

SITE PLAN

| | | |
|--------------|----------|--------------|
| DRAWING NO. | SHEET | REVISION NO. |
| FIGURE 3 | 3 OF 3 | |
| REV. JOB NO. | Page 015 | B |
| 147602 | | |

Exhibit 2

**RADCLIFF PROJECT
AMENDED RECLAMATION PLAN
FOR CONDITIONAL USE PERMIT
(2007-05/Pruett Ballarat, Inc.)**



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February 15, 2008

Exhibit 2

Exhibit 2

RADCLIFF PROJECT
AMENDED RECLAMATION PLAN
(2007-05/Pruett Ballarat, Inc. formerly RP#93-1)
FOR CONDITIONAL USE PERMIT
(2007-05/Pruett Ballarat, Inc. formerly CP#93-10)

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1 Introduction

The Radcliff Project site is located in all, or parts of, Sections 4, 5, 8, 9, 10, 15, 16, 17, 21 and 22, Township 22 South, Range 45 East, Mt. Diablo Base and Meridian. The property is on the western flank of the Panamint Range in Pleasant Canyon, approximately five (5) miles east of the town of Ballarat, in Inyo County, California (Figure 1). The Canyon Resources' Briggs deposit is located approximately eight miles southwest of the Radcliff property.

The Radcliff Project currently falls under the jurisdiction of both the U.S. Department of the Interior, Bureau of Land Management (BLM) and the Inyo County Planning Department (County) for mine permitting.

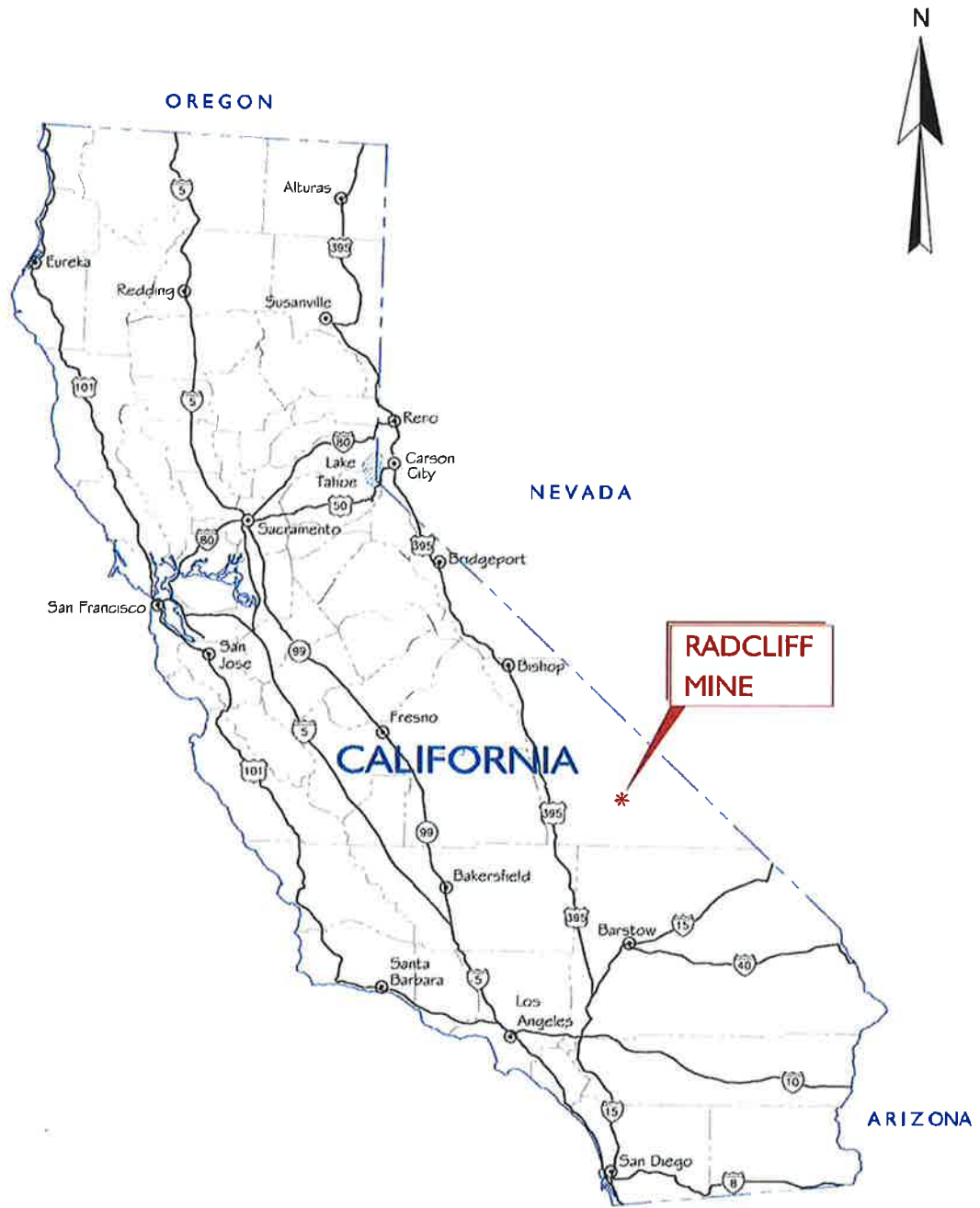
2 Access to Existing Site

Current, and historic access to the Radcliff property from Ballarat is via P-81, an unmaintained dirt road eastward for six (6) miles up Pleasant Canyon. P-81 is a BLM designated public access road. Once past the historic structures at Clair Camp, traditional access to the Radcliff is through the Worldbeater Project property; southward up the Kerr-McGee access/exploration road for a distance of approximately 1.7 miles, to the saddle at the top of the hill. From the saddle, existing exploration roads can be used to traverse down into Hope Canyon and the Radcliff site.

However, Pruett Ballarat Inc. (PBI) is proposing to access the Radcliff site through a new, by-pass road into Pleasant Canyon, and new Right-of-Way (ROW) from the main road (P-81) at Clair Camp directly up into Hope Canyon, eliminating the need to travel through the Worldbeater Project. PBI is currently coordinating with the BLM in creating the nearly three miles of new by-pass road of P-81 in an effort to protect what is deemed to be a sensitive riparian habitat. The upper 2 miles of wet willow riparian zone, which will remain part of the primary access route, will be modified by redirecting the creek from the uphill side of the road into its natural drainage on the downhill side of the road. This should protect the road from future washouts. This road will remain designated P-81, and will continue as a BLM public route. As such, no reclamation of this road is anticipated or proposed in this reclamation plan.

In addition, a new ROW application has been submitted to the BLM for access from P-81 directly into Hope Canyon, and the patented claims and existing exploration disturbance of the Radcliff Project (Figure 2). This will be created as an easement to the private land on which the Radcliff Project lies, but not as part of a Mining Plan under CFR 3809. Available surface material will be used as fill for the proposed road. Stockpiling growth media from this road is not currently deemed possible due to the steepness of surrounding terrain.

Exhibit 2



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RADCLIFF MINE
PRUETT BALLARAT INC

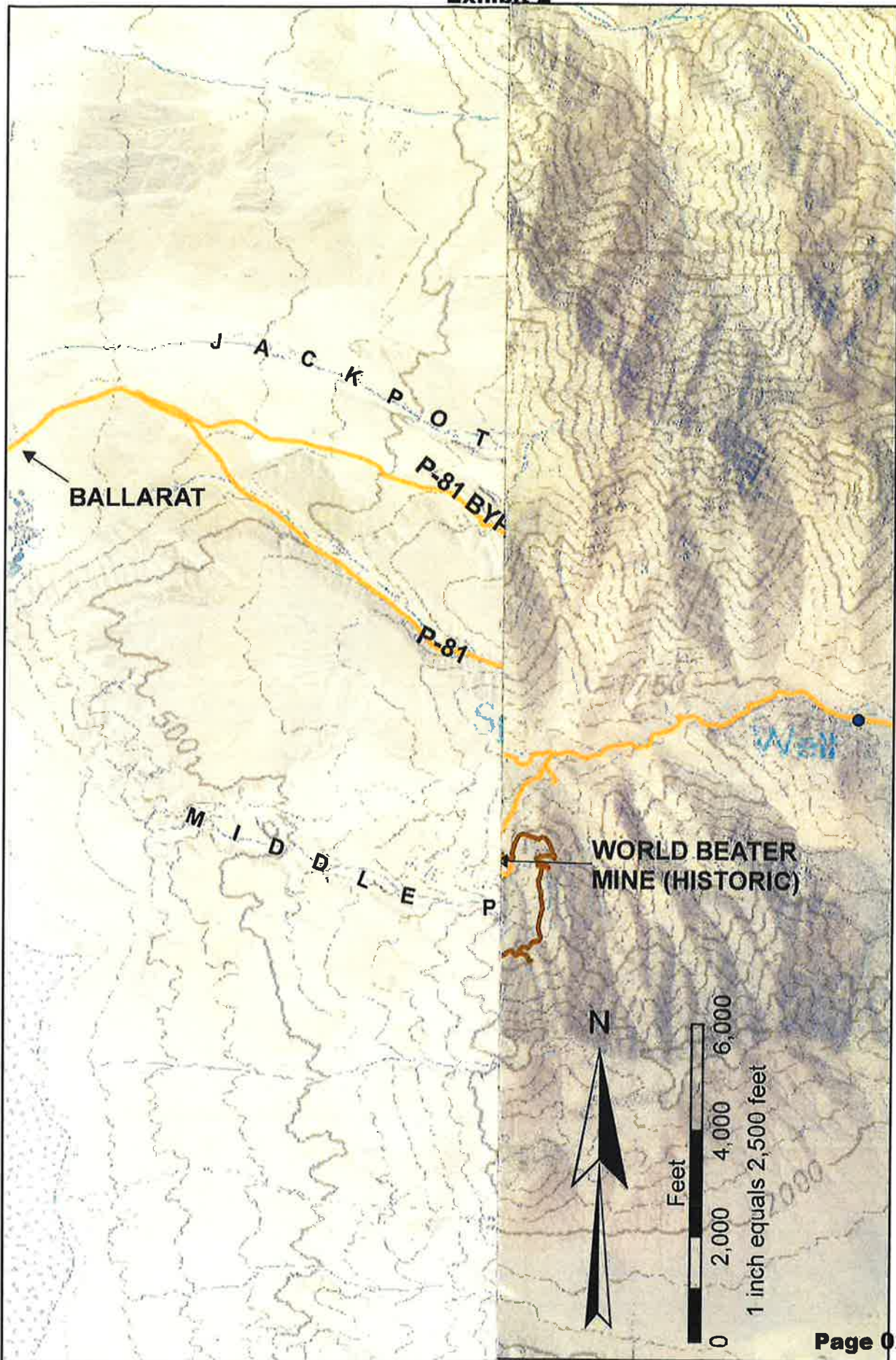
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LOCATION MAP

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| DRAWING NO. | FIGURE 1 | REVISION NO. |
| SRK JOB NO. | 147602 | A |

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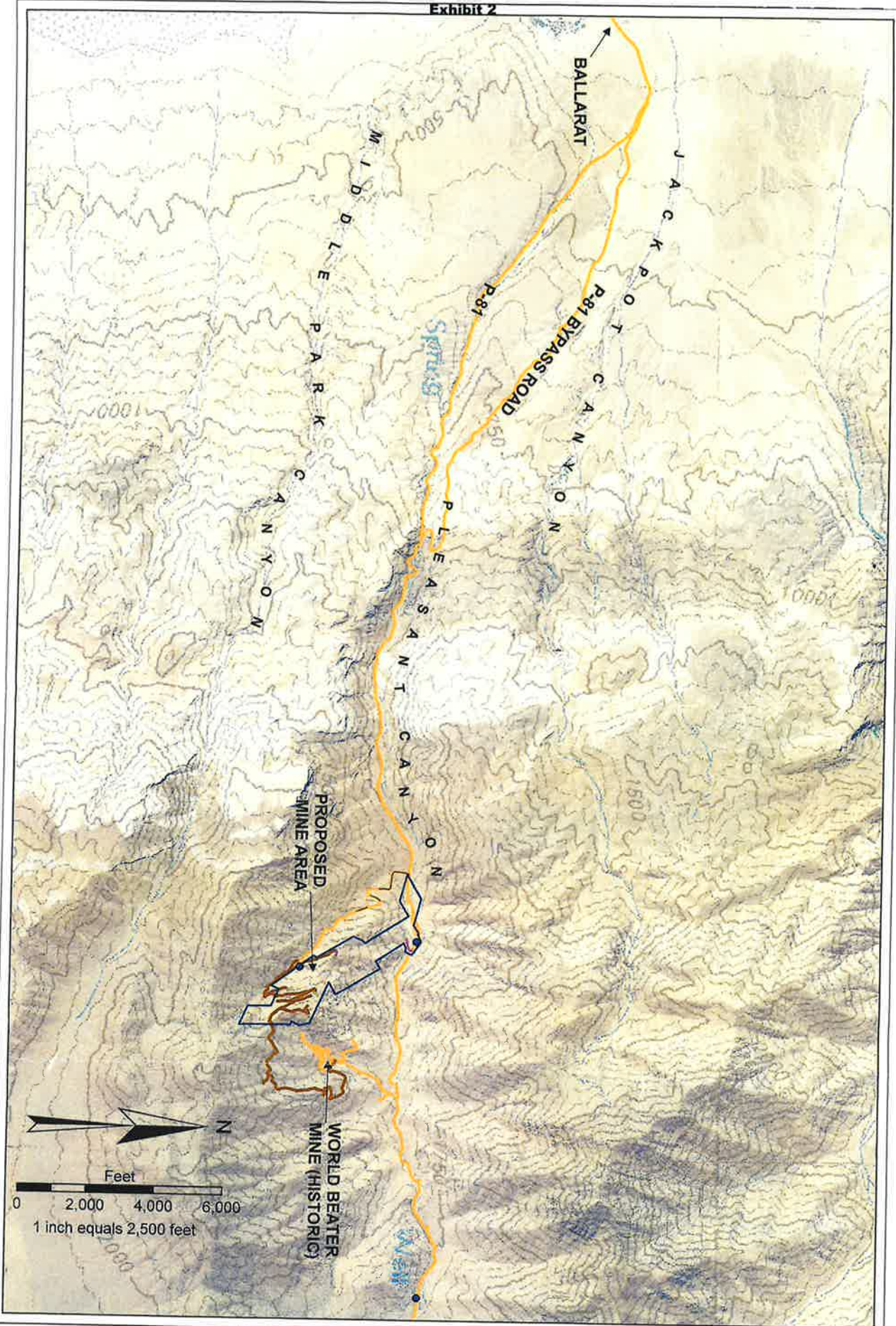


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| DRAWING TITLE | | SITE LOCATION AND ACCESS ROADS | REVISION NO. | B |
| DRAWING NO. FIGURE 2 | | | | |
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RADCLIFF MINE
PRUETT BALLARAT INC

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|--------------------|------------------|
| EXPLANATION | |
| | Private Property |
| | Water Well |



EXPLANATION

- Private Property
- Water Well

SRK Consulting
Engineers and Scientists

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RADCLIFF MINE
PRUETT BALLARAT INC

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| DRAWING TITLE: SITE LOCATION AND ACCESS ROADS | FIGURE # Page 023 | SECTION NO: |
| DRAWING NO: | SRK JOB NO: 147602 | B |

Exhibit 2

3 Project History

The Radcliff Project, and nearby Worldbeater mines, were discovered between 1896 and 1897. Production came largely from the Radcliff mine between 1898 and 1903, reportedly on the order of 14,500 ounces of gold (Au) from 14,000 tons of ore (slightly over one ounce per ton of ore mined). The property was opened as seven (7) underground levels, totaling about 2,400 feet of workings; over 500 vertical feet and 700 lateral feet. Owing to the steep topography, aerial tramways were used to get ore from the mine mouth to the mill at Clair Camp and below through Pleasant Canyon.

In 1989, Kerr-McGee leased the claims from land owner, Charles Mott. Echo Bay Exploration (EBX) then entered into a joint venture agreement with Kerr-McGee in May of 1992. EBX was the operating partner of the joint venture. Currently, PBI has purchased a lease and option on the claims, defined as the Radcliff Project, from Mr. Mott.

Table 1: Disturbance Summary

| Date | Status | Operator | Description | Disturbance (Acres) | |
|--|---------------------|-----------------|---|---------------------|-------------|
| | | | | Public | Private |
| 1896 – 1989 | Historic | Unknown | Worldbeater Mine (disturbance NOT subject to reclamation by PBI) | 1.91 | - |
| 1989 – 1994 | Existing/ Permitted | Kerr-McGee/ EBX | Exploration road and drill pad construction in Hope Canyon (disturbance NOT subject to reclamation by PBI – included in new BLM ROW) | 0.54 | - |
| 1989 – 1994 | Existing/ Permitted | Kerr-McGee/ EBX | Exploration road and drill pad construction (disturbance subject to reclamation by PBI) | 2.47 | 1.73 |
| Subtotal Historic Disturbance | | | | 4.92 | 1.73 |
| Subtotal Historic Disturbance (subject to reclamation by PBI) | | | | 2.47 | 1.73 |
| 2008 | Proposed | PBI | Six (6) Portal Locations | - | 3.00 |
| | | | Two (2) Yards | - | 0.80 |
| | | | New Roads (subject to reclamation) | - | 0.20 |
| | | | Borrow Area | - | 0.36 |
| Subtotal Proposed Disturbance (subject to reclamation by PBI) | | | | 0.0 | 4.36 |
| Total Disturbance (subject to reclamation by PBI) | | | | 2.47 | 6.09 |

The current surface disturbance for the existing portions of the Radcliff Project is 6.65 acres. As part of the continued exploration and development of the project, an additional surface disturbance of 4.36 acres (entirely on private land) is proposed. This would include the new adits to access the ore body, laydown yards for

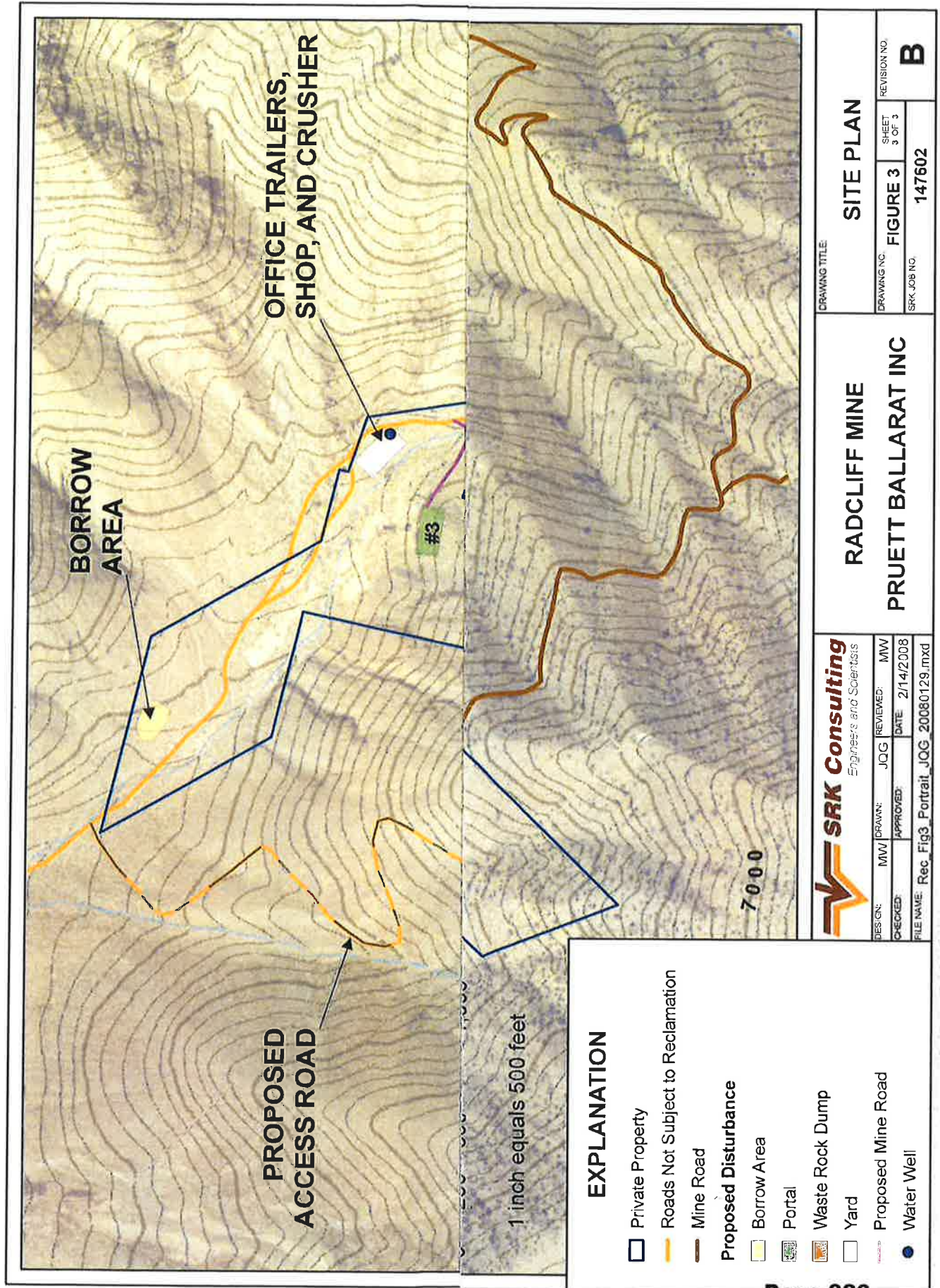
equipment storage and crushing unit, and a small development rock pile (rock dump). This proposed activity would bring total surface disturbance at the Radcliff Project (which is subject to reclamation by Pruett Ballarat Inc. under this plan) to 8.56 acres (Figure 3).

4 Project Environment

The principal area of mineralization is a steep, rocky hillside with sparse desert scrub vegetation consisting of sparse pinyon pine and juniper trees (below 6500' elevation and more abundant at higher elevation), desert holly salt brush, creosote, burr sage, galleta grass, Indian ricegrass, red brome grass, very sparse barrel cactus, burro brush and four wing salt brush. Access to the area is also by way of steep, rocky hillsides with poorly developed "B" and "C" soil horizons supporting sparse sagebrush dominant desert vegetation on lower slopes and sparse pinyon, juniper and sagebrush vegetation on higher slopes. Wild Burros frequent the lower slopes. Annual rainfall is less than 7 inches. The California Natural Diversity Database identifies only one (1) threatened or endangered species (the Inyo California towhee) on the Ballarat 7.5 minute quadrangle and no endangered species on the Panamint quadrangle; though five species are in the database for Ballarat and seven are listed for Panamint.

5 Name and Address of Operator/Agent

Pruett Ballarat Inc. currently controls 10 patented lode (mineral) claims, 1 patented mill site claim, and 94 unpatented lode claims for a total of approximately 1,754 acres (Appendix A). The patented claims (137.5 acres), and certain unpatented claims, are held under an Exploration Agreement and Option to Purchase from Mr. Charles Mott of Little Rock, Arkansas.



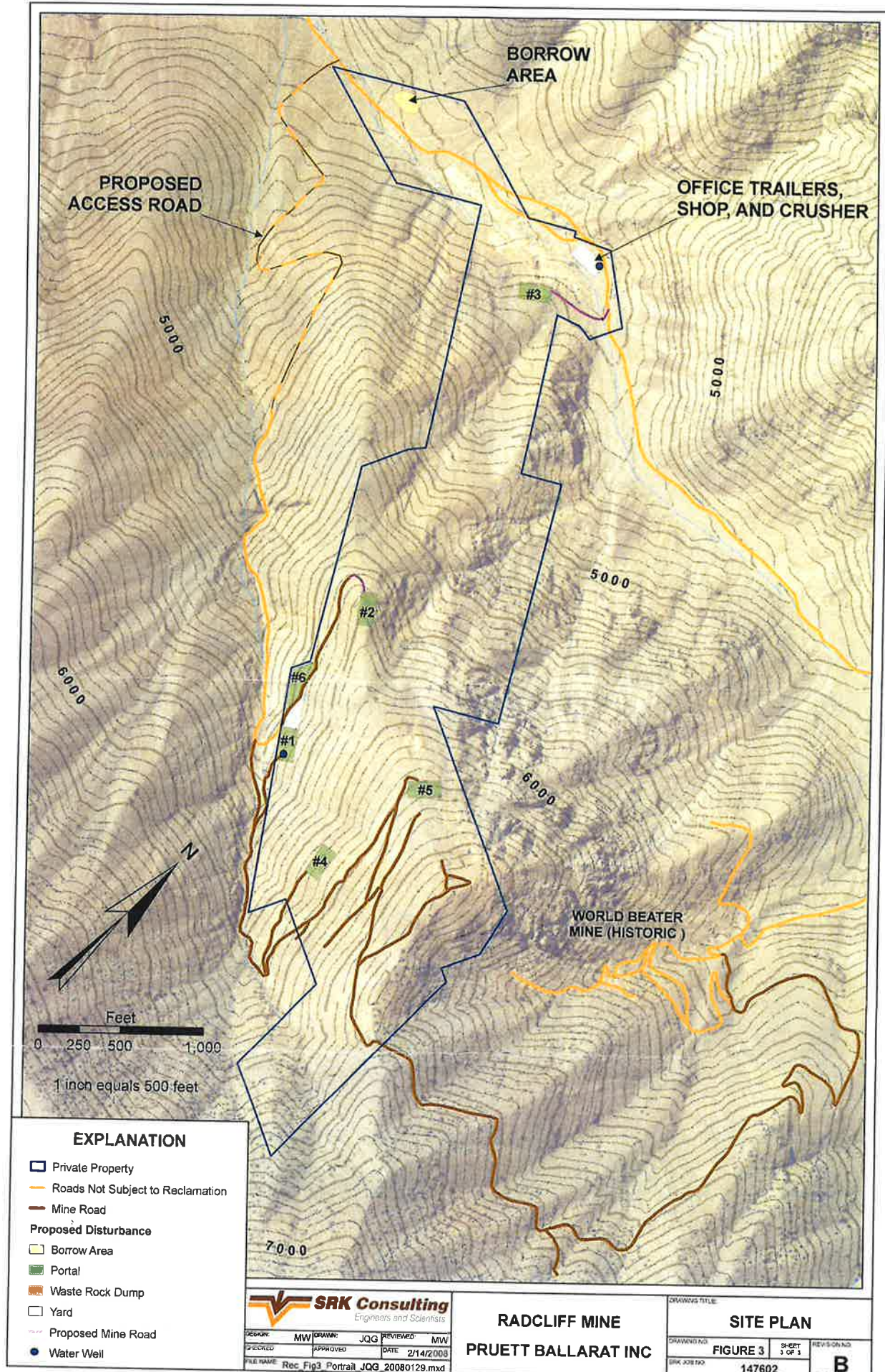


Exhibit 2

5.1 Lessee/Operator

Pruett Ballarat Inc. (PBI)
443 Upper Colony Rd.
Wellington, NV 89444
Phone: (775) 465-2652
Operator: David L. Pruett, President

5.2 Designated Agent

Site Contact Person: David L. Pruett, President (PBI)
Designated Agent: Douglas Buchanan, Attorney at Law
363 Academy Avenue
Bishop, CA 93514
Phone: (760) 873-4211
Fax: (760) 873-4007

6 Anticipated Quantity & Type of Mineral to be Mined

The Radcliff Project is a pilot scale underground mine exploration operation. PBI intends to remove bulk ore for both metallurgical testing and processing.

6.1 Ore

PBI anticipates removing 100,000 tons of gold ore from the Radcliff underground workings. This ore will be crushed and transported offsite for testing and processing over the course of 15 years.

6.2 Waste

Initial underground mine development will require the storage of a small amount of development rock (waste) composed of non-mineralized rock. The development rock dump will be relatively small, less than 1,000 tons and down hill from portal disturbance. This disturbance will not be visible from Pleasant Canyon main public access road. Once ore stopes are available for backfill within the workings, some of the waste development rock will be returned underground. The volume of development rock disturbance anticipated is on the order of 1,500 yd³.

6.3 Product

As gold ore will be crushed and transported offsite for testing and processing. No product will be produced at the site, at this time.

7 Initiation and Termination Dates for Surface Mining Operations

7.1 Initiation Date

The anticipated initiation date of activities at the site is February 20, 2008.

7.2 Termination Date

Based on current projections, the termination date of the Radcliff Project is February 20, 2018.

8 Maximum Depth of Surface Mining

The Radcliff Project is an underground mine exploration project; no surface mining is currently proposed, though some minor surface disturbance will be required.

9 Size, Legal Description of Land Effected by Surface Mining

9.1 Map with Boundary and Topography

Figure 3 shows the boundaries of the Radcliff Project with contour lines.

9.2 General Geology Description

Topography is extremely rugged, with slope angles ranging from 35° to 40°. Elevations vary from 6,580 ft at the top of the hill above the Radcliff glory hole, to 4,530 ft at the Clair Camp in Pleasant Canyon, a difference of 2,050 vertical feet. Vegetation is sparse due to lack of rain in this arid region and the rocky terrain.

Mineralization occurs within quartz-sulfide veins, disseminated sulfides and locally massive sulfides which were emplaced along zones of shearing and dilatency within argillite and amphibolite units of the Limekiln Spring Member of the Kingston Peak Formation. These units structurally and unconformably overlie quartzofelspathic gneisses and granites of the Worldbeater complex. Quartz veins and shesar zones within the gneiss complex may also be mineralized. The argillites and amphibolites are conformably overlain by quartzite and diamictite units which are upper members of the Kingston Peak Formation.

9.3 Detail Geology Description for Surface Mining Area

Not applicable as no surface mining is proposed.

Exhibit 2

9.4 Location of All Streams, Roads, Railroads and Utility Facilities Adjacent to Mine Facility or Access Roads

No streams, railroads or utility facilities are adjacent to the Radcliff Project site. An existing riparian corridor exists along the lower reaches of Pleasant Canyon (along P-81). The historic structures of Clair Camp are located at the ROW access road into Hope Canyon.

9.5 Disturbance Not Subject to Reclamation

As indicated on Figure 3, the disturbance associated with the historic Worldbeater Project area, from Pleasant Canyon access road up to the entrance to the Kerr-McGee/Echo Bay Exploration (EBX) roads, predates the SMARA regulations (Pre-1976), and is therefore not subject to reclamation. It is not covered, nor included as part of this amended reclamation plan or financial assurance cost estimate for the proposed Radcliff Project.

In addition, approximately 2,150 ft of former Kerr-McGee/EBX road (ca. 1994) is being converted to a permanent easement to access the public land in Hope Canyon, and is therefore not subject to future reclamation requirements; nor is the new road that links this segment to the Pleasant Canyon access road.

9.6 Name and Address of Owners of all Surface Interest and Mineral Interest in the Lands

a) Land Owner

Charles B. Mott, Jr.
1501 North University Street
Prospect Building, Suite 966
Little Rock, Arkansas 72207
Phone: (501) 664-4808

b) The unpatented claims are administered by the U.S. Department of the Interior, Bureau of Land Management, Ridgecrest Field Office. PBI does not currently propose any activity on the unpatented portions of the Radcliff or Worldbeater projects.

c) Mineral Interest

Pruett Ballarat Inc.
443 Upper Colony Road
Wellington, Nevada 89444
Phone: (775) 465-2652

10 Surface Mining Plan and Schedule

This underground mining operation will have limited surface disturbance. This surface disturbance will be reclaimed at the close of operations. See Section 7 for initiation and termination dates.

11 Proposed Potential Use of Land after Reclamation

If the pilot scale/exploration portion of the operation is successful, the land will be used for full-scale underground mining. If program is unsuccessful, the land will be returned to Multiple Use Category, the prior status to exploration activity.

Evidence that all owners have been notified of proposed land use post-reclamation is offered by way of copy of the recorded memorandum of agreement between WB & Radcliff Inc. (Charles Mott) and Pruett Ballarat Inc. (David Pruett) (Appendix B).

12 Description of How Reclamation for Proposed Potential Use will be accomplished

This Reclamation Plan, and all proposed activities, will comply with California Surface Mining and Reclamation Act (SMARA) policies and procedures. Activities are currently only proposed for private land. In addition, PBI will comply with the standards described in 43 CFR 2809.1-3d and that all reasonable measures will be taken to prevent unnecessary or undue degradation of the federal lands surrounding the Radcliff Project.

Reclamation activities proposed for the Radcliff Project will include:

12.1 Pre-Operational Requirements

- 1 Secure financial assurances in the sum of \$85,295 in the form of a surety bond, irrevocable letter of credit or trust fund, shall be posted with the Inyo County Planning Department. Said financial assurance shall be payable to both the County of Inyo and the California Director of Conservation. A copy of the financial assurance cost estimate is provided in Appendix E.
- 2 PBI shall submit a notarized statement to the Planning Department accepting responsibility for reclaiming the lands, as per the conditions specified herein prior to any additional mining or exploration activities commencing.
- 3 Potential loss of native vegetation and wildlife habitat is considered to be in accord with the standards set by the Fish and Game Code for potential habitat loss. Because of the potential loss of native vegetation and wildlife habitat loss, however sparse, Section 711.4 of Fish and Game code requires the payment of a fee before this project becomes "operative, vested or final". The

Exhibit 2

potential impact is greater than the *de minimus* standard of section 711.4. Said fee and a document handling charge shall be paid by PBI at the time the Notice of Determination is filed by the Planning Department (10 days after the Reclamation Plan approval).

4 Mitigation recommendations:

- a) **Vegetation** – PBI conducted a botanical survey of the site (Appendix D), specifically in the proposed areas of surface disturbance. A total of 78 plant taxa, occurring in 30 families were recorded. Eighteen special status plant species were identified as having some potential for occurring in the region, though none are expected to occur at the project site. Additional information regarding biological resources and environmental studies in the project area is provided in the Inyo County Conditional Use Permit (C.U.P.) application.
- b) **Archeology** – A cultural resource inventory was performed for the P81 bypass road switchback leading in to Pleasant Canyon and approximately 10 acres of land adjacent to Ballarat (Pacific Legacy, Inc., 2008). The inventory identified and recorded one archeological site and four isolated artifacts deemed to contain limited data potential and do not appear to meet the criteria for National Register of Historic Places (NRHP) eligibility. Additional information regarding cultural and archeological resources in the project area is provided in the Inyo County C.U.P. application.
- c) **Soil** – The soils are susceptible to accelerated erosion from wind and water especially when the surface has been disturbed due to poor developed and low vegetation coverage. Drainage control shall be ensured over the roads.
- d) **Air** – PBI will curtail activities when wind speeds exceed 30 miles per hour (mph) to avoid carrying excessive dust into the nearby class II airsheds.
- e) **Animal** – There are no known threatened or endangered species in the proposed action area. The project is outside the range of the desert tortoise and the Mohave ground squirrel.

Pale (Townsend) Bigeared Bats – The Townsend’s bigeared bat is a Federal Category II Candidate species and a California Species of Special Concern. Even though the Radcliff Project is within the Worldbeater historic mining district, the risk is low of intercepting historic underground workings with the current exploration and pilot-scale mining plan. If existing underground workings are encountered, a bat study, potentially focused on the Pale (Townsend) Bigeared Bats, will be conducted prior to further activity.

Exhibit 2

12.2 Operational Requirements

1. Removal of pinyon trees will be kept to minimum while still allowing completion of the project. Trees will be limbed rather than removed whenever possible. PBI does not anticipate encountering any pinyon pines during this phase of the project.
2. Operations or road improvements and construction equipment will be confined to the existing and proposed road sections.
3. As practicable, topsoil from all future roads construction will be salvaged and stockpiled.
4. New Road construction will not exceed a total disturbed width of thirty feet (30'), with a 15-ft running width.
5. Inslope, full bench construction will be required for new road sections.
6. Water bars will be placed, as deemed necessary by the operator, for concurrence by the BLM and/or the Inyo County Planning Department.

PBI intends to construct and operate a small (30ft × 50ft) maintenance shop at Claire Camp in accordance with County codes. In addition, a Man Camp with six parking sites with septic and water will be set up at Claire Camp. The area is currently disturbed.

Upon abandonment, all drill holes will be plugged as outlined in the April 4, 1989 (BLM) Plan of Operations and the procedures used to plug the drill holes shall conform with BLM Manual Handbook H-3042-1, Section V. NOTE: All holes drilled to date have been plugged with the exception of the two holes which are proposed for re-entry to deepening with core drilling. Holes were plugged by method specified by BLM personnel in Ridgecrest Field Office.

7. The water source for the Radcliff Project comes from a very old, developed underground adit at an area called Stone Corral located approximately two miles east of Clair Camp. The water was developed by the Radcliff Mining Company on water right millsite(s) at Stone Corral around the late 1800's. BLM has indicated (verbally) that water rights are viable. Additionally, in 1989 the California State Water Resource Control Board Division of Water Rights acknowledged that the rights of Stone Corral Spring belong to a group represented by Mr. Charles Mott. Further, there is a 1932 decree by the District Court of the U.S. Southern District of California Central Division in Decree T-71-H that indicates these water rights belong to the claim holders. The above information indicates that all water rights to stone Corral belong to the claim owners. The water diversion site is on Federal Lands. Spring water rights will be used by diverting only to fill the 3,000 gallon water tank. Once

Exhibit 2

the tank is full, water will be allowed to flow back into the alluvial gravels. No well is proposed.

8. Any explosives used during operations will be stored in two powder magazines furnished by the supplier. One magazine will contain blasting caps and primers, while the other will store the explosive. The magazines will be located on fee land. Explosives are to be transported to the site via pickup truck, with blasting caps transported in a separate vehicle. Approval for these activities was granted by the Inyo County Sheriff on June 21, 2007 (Permit No. EP-98-007).
9. Sonic booms created by aircraft at supersonic speeds have the characteristics of explosives detonations. Please ensure that explosive handlers are made aware of this phenomenon. If any electric blasting is to occur, due to the potential of low-flying aircraft in the area, the operator shall schedule blasting activities with the Air Force Flight Test Center and the Naval Air Weapons Center, China Lake.
10. This Reclamation Plan shall be reviewed and PBI's compliance with the conditions listed above shall be evaluated every year, as required by Section 2774(b) of SMARA, after the date of approval. The amount of the financial assurances shall also be reviewed and adjusted as deemed appropriate, at that time.
11. PBI shall notify the Inyo County Planning Department and the BLM Ridgecrest Office prior to closure of the operation in order to coordinate reclamation of the site.

12.3 Final Closure Requirements

Final closure of the project will include the following.

1. Removal of all equipment from the site, including, but not limited to the portable crushers, office trailer(s), generators, fuel tanks, etc..
2. Removal of any portable toilets and refuse facilities.
3. Clean-up of any garbage or other solid waste inadvertently left at the site.
4. Removal of air and water lines on the surface.
5. Removal of all drill rods and bits.
6. Culverts, if used, will be removed, and pre-mining drainage courses will be restored which have been blocked by operations and/or road conditions.
7. Concrete foundations and slabs

Exhibit 2

8. Scarification of compacted or disturbed areas, as practicable, to promote revegetation. Compacted or disturbed areas include, but are not limited to post-1989 roads, drill pads, helicopter drill pads and the new laydown yard. All disturbances non-accessible by heavy equipment, i.e., helicopter drill pads, will be seeded but not scarified. Re-seeding of compacted or disturbed areas, as practicable, with a native species seed mix approved by both the BLM and Inyo County Planning Department.
9. PBI shall follow the guidelines presented in the Solid Minerals Reclamation Handbook (BLM Manual Handbook H- 3042 -1) in regards to reclamation of drilling pads, drill hole plugging and road beds.
10. Access to the exploration roads on the Worldbeater side of the operation (the Kerr-McGee/Echo Bay exploration roads) shall be denied by ripping and backfilling to the original contours from the first turnout of the canyon to the east (where the chain & post gate is located) to the property line (Figure 3). Reseeding shall occur on this stretch of reclaimed road to establish the vegetation and plant cover approved by the Inyo County Planning Department and BLM (Ridgecrest).
11. The mine adit will be closed to prevent unauthorized access by people and colonization by bats. The entrances will be plugged by rock backfill.
12. No special handling is proposed for the developmental rock pile, as studies indicate that the material is neither acid forming nor does it contain elevated levels of any deleterious elements. Part of the developmental rock pile will be used to plug the adit entrance. It is not proposed to cover or revegetate developmental rock pile.

Table 2: Waste Rock ABA Results

| Quartzite Waste Rock | 10.4 | 0.4 | 10.0 |
|--|-------|------|-------|
| Chlorite/Schist Waste Rock | 268.0 | 50.2 | 217.8 |
| Sited from Table 10.1 Neutralization Potential Analyses from the Worldbeater Project Proposed Plan of Operation submitted August 1996. | | | |

13. PBI will develop a monitoring plan to assess revegetation to determine when reclamation is a success.

12.4 Post-Reclamation Requirements

Successful revegetation will be defined as 25% of the original plant cover with 80% of the native species growing on the reclaimed area.

Exhibit 2

The Inyo County Planning Department, in compliance with the requirements of SMARA, will monitor revegetation. Once revegetation is deemed a success, as per above criteria, the applicable mining reclamation financial assurances will be released.

12.5 Contaminants Control and Mining Waste Disposal

All fuel tanks and other containers will be properly emptied through consumption, recycling or transport to a designated waste handling or treatment facility. Containers will be removed for reuse, or disposed of in an approved landfill.

Explosives storage will be removed in accordance with the applicable Federal and State regulations, as administered by the Bureau of Alcohol, Tobacco, and Firearms, and the State Fire Marshall.

12.6 Affected Streambed, Channel and Streambank

The proposed project is not expected to have an adverse impact on water resources, and no 401 certification would be needed as long as normal mitigation is used.

13 Reclamation Plan Effect on Future Mining

The Reclamation Plan does not preclude future mining.

14 Responsibility for Reclaiming the Disturbed Lands

PBI hereby agrees to accept responsibility for the reclamation of any surface area affected by the exploration or mining operations at the Radcliff Project in accordance with the Reclamation Plan. See Appendix C for notarized Statement of Responsibility for Reclaiming the Disturbed Lands.

The applicant, PBI, shall defend, indemnify and hold harmless Inyo County, or its agents, officers and employees from any claim, action or proceeding against the county or its agents, officers, or employees to attack, set aside, void or annul an approval of the County, its advisory agencies, its appeals board, or its legislative body concerning Conditional Use Permit (2007-05/Pruett Ballarat, Inc.). The County reserves the right to prepare its own defense.

15 Public Health and Safety

The activities outlined herein have been designed to "avoid unnecessary or undue degradation" (43CFR§3809.5) as defined in the general and specific performance standards listed in §3809.420. The proposed activities are also designed to be

Exhibit 2

consistent with Nevada reclamation laws that govern private and public lands in the state of Nevada (NRS 519A.100). These laws define reclamation as actions that will:

“ . . . shape, stabilize, revegetate or otherwise treat the land in order to return it to a safe, stable condition consistent with the establishment of a productive post-mining use of the land and the safe abandonment of a facility in a manner which ensures the public safety, as well as the encouragement of techniques which minimize the adverse visual effects.”

16 Disposition of Old Equipment

All equipment on site is mobile and will be removed during closure.

17 Designated Areas for Equipment and Waste

Private land will be leased in or near the town of Ballarat for an administration building, equipment and storage yard and fuel and lube storage facility.

18 References

- Bagley, M. 2008. *Botanical Report for the Pruett Ballarat Inc. Right of Way Application for P-81 BLM Route, Pleasant Canyon, Panamint Mountains, Inyo County, California.* February 5, 2008.
- Colorado Mineral Research Institute. 1996. *Compass Minerals, Limited, Worldbeater Project, Inyo County, California, Proposed Plan of Operations.* August 1996.
- County of Inyo Planning Department. 1994. *Planning Department Staff Report, Agenda Item No. 6, Reclamation Plan #93-1 and Conditional Use Permit #93-10.* Kerr-McGee Corporation/Echo Bay Exploration (Radcliff). January 1994.
- Pacific Legacy, Inc. 2008. *A Cultural Resource Inventory for the Pruett Ballarat Inc., P81 – Ballarat thru Switchback to Pleasant Canyon.* February 2008.

APPENDIX A

Description of Mining Claims

Property Description and Location Exhibit 2

*Exhibit A
The Claims*

*D.P.
Dm*

The property consists of 10 patented mineral claims, 1 patented mill site claim and 94 unpatented claims aggregating approximately 710 hectares as follow:

Patented Claims (11)

The ten (10) patented mining claims (MS 3713A) and one (1) patented mill site (MS 3713B) known as the Radcliff Consolidated Quartz mining and mill site claim consist of the the following:

Sun Rise, Grover Cleveland, John G. Carlisle, Kentucky, Texas, Joker Extension, Never Give Up, Treasure Vault and W.G. Quartz claims and the Cleveland mill site claim, designated by the Surveyor General as Lot Nos. 3713A and 3713B containing a total of 137.487 acres, more or less and are located in all or portions of unsurveyed and protracted Sections 8, 9 and 16, Township 22 South, Range 45 East, Mount Diablo Meridian, County of Inyo, State of California.

Unpatented Claims

The following described 94 unpatented, lode mining claims and mill sites located in Sections 2, 3, 4, 5, 8, 9, 10, 11, 15, 16, 17, 20, 21 and 22, of T.22 S, R 45 E, Mount Diablo Meridian, South Park Mining District, Inyo County, California, described as follows:

| Name of Claim | Date of Location | Recording Data Doc. Number | BLM Serial No. |
|---------------|------------------|-------------------------------|----------------|
| WB 52 | 1-12-1989 | 89 1368 | CA MC 221764 |
| WB 53 | 1-12-1989 | 89 1369 | CA MC 221765 |
| WB 54 | 1-12-1989 | 89 1370 | CA MC 221766 |
| WB 55 | 1-12-1989 | 89 1371 | CA MC 221767 |
| | | | |
| WB 59 | 1-26-1989 | 89 1372 | CA MC 221768 |
| WB 60 | 1-26-1989 | 89 1373 | CA MC 221769 |
| WB 61 | 1-26-1989 | 89 1374 | CA MC 221770 |
| WB 62 | 1-26-1989 | 89 1375 | CA MC 221771 |
| | | | |
| WB 64 | 1-15-1989 | 89 1376 | CA MC 221772 |
| WB 65 | 1-15-1989 | 89 1377 | CA MC 221773 |
| WB 66 | 1-12-1989 | 89 1378 | CA MC 221774 |
| WB 67 | 1-12-1989 | 89 1379 | CA MC 221775 |
| WB 68 | 1-12-1989 | 89 1380 | CA MC 221776 |
| WB 69 | 1-12-1989 | 89 1381 | CA MC 221777 |
| | | | |
| WB 72 | 1-20-1989 | 89 1384 | CA MC 221780 |
| WB 73 | 1-20-1989 | 89 1385 | CA MC 221781 |

| Name of Claim | Date of Location | Recording Data Doc. Number | BLM Serial No. |
|---------------|------------------|-------------------------------|----------------|
| WB 79 | 1-16-1989 | 89 1391 | CA MC 221787 |
| WB 80 | 1-16-1989 | 89 1392 | CA MC 221788 |
| WB 81 | 1-15-1989 | 89 1393 | CA MC 221789 |
| WB 82 | 1-15-1989 | 89 1394 | CA MC 221790 |
| WB 83 | 1-15-1989 | 89 1395 | CA MC 221791 |
| WB 84 | 1-15-1989 | 89 1396 | CA MC 221792 |

| | | | | |
|-------|-----------|------------------|---------|--------------|
| WB 85 | 1-15-1989 | Exhibit 2 | 89 1397 | CA MC 221793 |
| WB 86 | 1-15-1989 | | 89 1398 | CA MC 221794 |
| WB 87 | 1-15-1989 | | 89 1399 | CA MC 221795 |
| WB 88 | 1-23-1989 | | 89 1400 | CA MC 221796 |

| | | | |
|--------|-----------|---------|--------------|
| WB 94 | 1-16-1989 | 89 1406 | CA MC 221802 |
| WB 95 | 1-16-1989 | 89 1407 | CA MC 221803 |
| WB 96 | 1-16-1989 | 89 1408 | CA MC 221804 |
| WB 97 | 1-15-1989 | 89 1409 | CA MC 221805 |
| WB 98 | 1-15-1989 | 89 1410 | CA MC 221806 |
| WB 99 | 1-15-1989 | 89 1411 | CA MC 221807 |
| WB 100 | 1-15-1989 | 89 1412 | CA MC 221808 |
| WB 101 | 1-15-1989 | 89 1413 | CA MC 221809 |
| WB 102 | 1-15-1989 | 89 1414 | CA MC 221810 |
| WB 103 | 1-15-1989 | 89 1415 | CA MC 221811 |

| | | | |
|--------|-----------|---------|--------------|
| WB 109 | 1-17-1989 | 89 1421 | CA MC 221817 |
| WB 110 | 1-17-1989 | 89 1422 | CA MC 221818 |
| WB 111 | 1-17-1989 | 89 1423 | CA MC 221819 |
| WB 112 | 1-17-1989 | 89 1424 | CA MC 221820 |
| WB 113 | 1-17-1989 | 89 1425 | CA MC 221821 |
| WB 114 | 1-17-1989 | 89 1426 | CA MC 221822 |
| WB 115 | 1-17-1989 | 89 1427 | CA MC 221823 |

| | | | |
|--------|-----------|---------|--------------|
| WB 116 | 1-18-1989 | 89 1428 | CA MC 221824 |
| WB 117 | 1-18-1989 | 89 1429 | CA MC 221825 |
| WB 118 | 1-18-1989 | 89 1430 | CA MC 221826 |
| WB 119 | 1-18-1989 | 89 1431 | CA MC 221827 |
| WB 120 | 1-18-1989 | 89 1432 | CA MC 221828 |
| WB 121 | 1-18-1989 | 89 1433 | CA MC 221829 |
| WB 122 | 1-18-1989 | 89 1434 | CA MC 221830 |

| Name of Claim | Date of Location | Recording Data Doc. Number | BLM Serial No. |
|---------------|------------------|-------------------------------|----------------|
| WB 131 | 1-17-1989 | 89 1443 | CA MC 221839 |
| WB 132 | 1-17-1989 | 89 1444 | CA MC 221840 |
| WB 133 | 1-17-1989 | 89 1445 | CA MC 221841 |
| WB 134 | 1-17-1989 | 89 1446 | CA MC 221842 |
| WB 135 | 1-17-1989 | 89 1447 | CA MC 221843 |
| WB 136 | 1-17-1989 | 89 1448 | CA MC 221844 |
| WB 137 | 1-18-1989 | 89 1449 | CA MC 221845 |
| WB 138 | 1-18-1989 | 89 1450 | CA MC 221846 |
| WB 139 | 1-18-1989 | 89 1451 | CA MC 221847 |
| WB 140 | 1-18-1989 | 89 1452 | CA MC 221848 |
| WB 141 | 1-18-1989 | 89 1453 | CA MC 221849 |

Exhibit 2

| | | | |
|--------|-----------|---------|--------------|
| WB 147 | 3-17-1989 | 89 2117 | CA MC 223448 |
| WB 148 | 3-18-1989 | 89 2118 | CA MC 223449 |
| WB 149 | 3-18-1989 | 89 2119 | CA MC 223450 |
| WB 150 | 3-17-1989 | 89 2120 | CA MC 223451 |
| WB 151 | 3-17-1989 | 89 2121 | CA MC 223452 |
| WB 152 | 3-17-1989 | 89 2122 | CA MC 223453 |
| WB 153 | 3-17-1989 | 89 2123 | CA MC 223454 |
| WB 154 | 9-16-1993 | 93 5159 | CA MC 223457 |
| WB 155 | 9-16-1993 | 93 5160 | CA MC 261458 |
| WB 156 | 9-16-1993 | 93 5161 | CA MC 261459 |
| WB 157 | 9-10-1996 | 96 3652 | CA MC 269957 |
| WB 158 | 9-10-1996 | 96 3653 | CA MC 269958 |

Unpatented lode mining claims located in portions of all or protracted Sections 9, 10, 15 and 16, Township 22 South, Range 45 East, Mount Diablo Meridian, South Park Mining District, Inyo County, State of California, the location notices of which are recorded in the Office of the County Recorder of Inyo County and filed in the California State Office of the United States Department of the Interior, Bureau of Land Management and are more particularly described as follows:

| Name of Claim | Date of Location | Date of Recording | Recording Data Doc. Number | BLM Serial No. |
|---------------|------------------|-------------------|----------------------------|----------------|
| Margaret 1 | 03-16-1989 | 04-18-1989 | 89 2101 | CA MC 223432 |
| Margaret 2 | 03-16-1989 | 04-18-1989 | 89 2102 | CA MC 223433 |
| Margaret 3 | 03-16-1989 | 04-18-1989 | 89 2103 | CA MC 223434 |
| Margaret 4 | 03-16-1989 | 04-18-1989 | 89 2104 | CA MC 223435 |
| Margaret 5 | 03-16-1989 | 04-18-1989 | 89 2105 | CA MC 223436 |
| Margaret 6 | 03-16-1989 | 04-18-1989 | 89 2106 | CA MC 223437 |
| Margaret 7 | 03-16-1989 | 04-18-1989 | 89 2107 | CA MC 223438 |
| Margaret 8 | 03-16-1989 | 04-18-1989 | 89 2108 | CA MC 223439 |
| Margaret 9 | 03-16-1989 | 04-18-1989 | 89 2109 | CA MC 223440 |
| Margaret 10 | 03-16-1989 | 04-18-1989 | 89 2110 | CA MC 223441 |
| Margaret 11 | 03-16-1989 | 04-18-1989 | 89 2111 | CA MC 223442 |
| Margaret 12 | 03-16-1989 | 04-18-1989 | 89 2112 | CA MC 223443 |
| Margaret 13 | 03-16-1989 | 04-18-1989 | 89 2113 | CA MC 223444 |
| Margaret 14 | 03-16-1989 | 04-18-1989 | 89 2114 | CA MC 223445 |
| Margaret 15 | 03-16-1989 | 04-18-1989 | 89 2115 | CA MC 223446 |
| Margaret 16 | 03-16-1989 | 04-18-1989 | 89 2116 | CA MC 223447 |

Unpatented Mill Sites, Water Claims and/or Water Rights known as STONE CORRAL WATER CLAIMS as described in deed recorded March 4, 1962 in Book 149, Page 593 of the Records of Inyo County, California which are located in all or a portion of unsurveyed and protracted Section 11, Township 22 South, Range 45 East, Mount Diablo Meridian, County of Inyo, State of California, the location notices of which are recorded in the Office of the County Recorder of Inyo County and filed in the California State Office of the United States Department of the Interior, Bureau of Land Management and are more particularly described as follows:

| Name of Claim | Legal Description | Location Notice/Record Date | Recording Data Book/Page | BLM Serial No. |
|---------------|-------------------|-----------------------------|--------------------------|----------------|
| | | | | |

Exhibit 2

| | | | | |
|---------------------------|-------------------------------|--------------------------|--|------------|
| Dover | Sec. 11 T. 22S., R. 45E | 08-24-1898 01-03-1899 | L&W BK.A., Pg.8(LN) Vol.B-1, Pg. 456(Deed) | CA MC 6856 |
| Wingfield and Harrison | Sec. 11 T. 22S., R. 45E | 08-24-1898 09-07-1898 | L&W Vol.I, Pg.650 (LN) Vol.D-1 Pg.64 (Deed) | CA MC 6856 |
| Sales-J.F. Cooper | Sec. 11, T. 22S R.45E | 04-22-1897 04-23-1897 | So. Park Mining District Records Page 226 (LN) Vol.C-1, Pg. 132(Deed) | CA MC 6856 |
| McNulty | Sec. 11, T.22S R. 45E. | 12-17-1898 12-28-1898 | L&W BK.A, Pg 7 (LN) Vol.C-1 Pg. 178 (Deed) | CA MC 6856 |
| James Wingfield | | 01-12-1899 02-20-1899 | L&W BK.A, Pg 13(LN) Vol.C-1 Pg.182 (Deed) | CA MC 6856 |

See Figure (Figure@local.geo.) for disposition of the claims.

APPENDIX B

Notification of Proposed Post-Reclamation Land Use

Exhibit 2

MEMORANDUM OF AGREEMENT

AND OPTION

An Agreement effective as of the 20th day of January, 2007 (Effective Date)
is between

- (i)
WB and Radcliff Inc, a Nevada corporation, whose mailing address is 14300
Chenal Parkway, Unit 7038, Little Rock, Arkansas 72211, herein after referred to
as "WB" and
- (ii)
Pruett Ballarat Inc. a Nevada corporation, whose mailing address is 443
Upper Colony Rd. Wellington, Nevada 89444 hereinafter referred to as "Pruett"

RECITALS

Lease and Option

WB gives exclusive Mining Lease and Option To Purchase to Pruett for all
those properties more particularly described in Exhibit "A" attached hereto

Term

The initial term begins on the Effective Date and continues thru December 11, 2011.
The term may be extended for additional periods of five(5) years.

Possession

Pruett shall have exclusive possession of the claims (Exhibit "A")
WB designates Pruett as the "Operator" under BLM, Inyo County, California Regulations
Pruett shall assume the position as Operator under any
Plans Of Operation, United States Dept of Interior, Bureau of Land Management
Permits from Lahanton Water Pollution Control District
Conditional Use Permits Inyo County, California
Any additional permits require by governmental agencies

Taxes

Pruett shall pay all taxes levied against the claims (Exhibit A") including state
Mineral production taxes.

Bonding

Pruett shall provide any and all bonding for operational permits

Option to Purchase

WB grants to Pruett the sole and exclusive option to purchase the claims (Exhibit A")

Liability and Responsibility

Pruett shall have sole liability and responsibility for the activity upon the claims
(Exhibit (A) and shall provide insurance as required by the Agreement

Recording

This Memorandum of Agreement will be notarized and then recorded
with Inyo County California

In witness whereof the parties have executed this Memorandum of Agreement

WB and Radcliff Inc
Charles B. Mott
Charles B. Mott
President

Pruett Ballarat Inc
David L. Pruett
David L. Pruett

This Document Prepared By:
David L. Pruett, President
Pruett Ballarat Inc.

Property Description and Location

Exhibit 2

*"Exhibit A
The Claims
RZA"*

The property consists of 10 patented mineral claims, 1 patented mill site claim and 94 unpatented claims aggregating approximately 710 hectares as follow:

Patented Claims (11)

The ten (10) patented mining claims (MS 3713A) and one (1) patented mill site (MS 3713B) known as the Radcliff Consolidated Quartz mining and mill site claim consist of the the following:

Sun Rise, Grover Cleveland, John G. Carlisle, Kentucky, Texas, Joker Extension, Never Give Up, Treasure Vault and W.G. Quartz claims and the Cleveland mill site claim, designated by the Surveyor General as Lot Nos. 3713A and 3713B containing a total of 137.487 acres, more or less and are located in all or portions of unsurveyed and protracted Sections 8, 9 and 16, Township 22 South, Range 45 East, Mount Diablo Meridian, County of Inyo, State of California.

Unpatented Claims

The following described 94 unpatented, lode mining claims and mill sites located in Sections 2, 3, 4, 5, 8, 9, 10, 11, 15, 16, 17, 20, 21 and 22, of T.22 S, R 45 E, Mount Diablo Meridian, South Park Mining District, Inyo County, California, described as follows:

| Name of Claim | Date of Location | Recording Data Doc. Number | BLM Serial No. |
|---------------|------------------|-------------------------------|----------------|
| WB 52 | 1-12-1989 | 89 1368 | CA MC 221764 |
| WB 53 | 1-12-1989 | 89 1369 | CA MC 221765 |
| WB 54 | 1-12-1989 | 89 1370 | CA MC 221766 |
| WB 55 | 1-12-1989 | 89 1371 | CA MC 221767 |
| | | | |
| WB 59 | 1-26-1989 | 89 1372 | CA MC 221768 |
| WB 60 | 1-26-1989 | 89 1373 | CA MC 221769 |
| WB 61 | 1-26-1989 | 89 1374 | CA MC 221770 |
| WB 62 | 1-26-1989 | 89 1375 | CA MC 221771 |
| | | | |
| WB 64 | 1-15-1989 | 89 1376 | CA MC 221772 |
| WB 65 | 1-15-1989 | 89 1377 | CA MC 221773 |
| WB 66 | 1-12-1989 | 89 1378 | CA MC 221774 |
| WB 67 | 1-12-1989 | 89 1379 | CA MC 221775 |
| WB 68 | 1-12-1989 | 89 1380 | CA MC 221776 |
| WB 69 | 1-12-1989 | 89 1381 | CA MC 221777 |
| | | | |
| WB 72 | 1-20-1989 | 89 1384 | CA MC 221780 |
| WB 73 | 1-20-1989 | 89 1385 | CA MC 221781 |

| Name of Claim | Date of Location | Recording Data Doc. Number | BLM Serial No. |
|---------------|------------------|-------------------------------|----------------|
| WB 79 | 1-16-1989 | 89 1391 | CA MC 221787 |
| WB 80 | 1-16-1989 | 89 1392 | CA MC 221788 |
| WB 81 | 1-15-1989 | 89 1393 | CA MC 221789 |
| WB 82 | 1-15-1989 | 89 1394 | CA MC 221790 |
| WB 83 | 1-15-1989 | 89 1395 | CA MC 221791 |
| WB 84 | 1-15-1989 | 89 1396 | CA MC 221792 |

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|-------|-----------|---------|--------------|
| WB 85 | 1-15-1989 | 89 1397 | CA MC 221793 |
| WB 86 | 1-15-1989 | 89 1398 | CA MC 221794 |
| WB 87 | 1-15-1989 | 89 1399 | CA MC 221795 |
| WB 88 | 1-23-1989 | 89 1400 | CA MC 221796 |

| | | | |
|--------|-----------|---------|--------------|
| WB 94 | 1-16-1989 | 89 1406 | CA MC 221802 |
| WB 95 | 1-16-1989 | 89 1407 | CA MC 221803 |
| WB 96 | 1-16-1989 | 89 1408 | CA MC 221804 |
| WB 97 | 1-15-1989 | 89 1409 | CA MC 221805 |
| WB 98 | 1-15-1989 | 89 1410 | CA MC 221806 |
| WB 99 | 1-15-1989 | 89 1411 | CA MC 221807 |
| WB 100 | 1-15-1989 | 89 1412 | CA MC 221808 |
| WB 101 | 1-15-1989 | 89 1413 | CA MC 221809 |
| WB 102 | 1-15-1989 | 89 1414 | CA MC 221810 |
| WB 103 | 1-15-1989 | 89 1415 | CA MC 221811 |

| | | | |
|--------|-----------|---------|--------------|
| WB 109 | 1-17-1989 | 89 1421 | CA MC 221817 |
| WB 110 | 1-17-1989 | 89 1422 | CA MC 221818 |
| WB 111 | 1-17-1989 | 89 1423 | CA MC 221819 |
| WB 112 | 1-17-1989 | 89 1424 | CA MC 221820 |
| WB 113 | 1-17-1989 | 89 1425 | CA MC 221821 |
| WB 114 | 1-17-1989 | 89 1426 | CA MC 221822 |
| WB 115 | 1-17-1989 | 89 1427 | CA MC 221823 |

| | | | |
|--------|-----------|---------|--------------|
| WB 116 | 1-18-1989 | 89 1428 | CA MC 221824 |
| WB 117 | 1-18-1989 | 89 1429 | CA MC 221825 |
| WB 118 | 1-18-1989 | 89 1430 | CA MC 221826 |
| WB 119 | 1-18-1989 | 89 1431 | CA MC 221827 |
| WB 120 | 1-18-1989 | 89 1432 | CA MC 221828 |
| WB 121 | 1-18-1989 | 89 1433 | CA MC 221829 |
| WB 122 | 1-18-1989 | 89 1434 | CA MC 221830 |

| Name of Claim | Date of Location | Recording Data Doc. Number | BLM Serial No. |
|---------------|------------------|-------------------------------|----------------|
| WB 131 | 1-17-1989 | 89 1443 | CA MC 221839 |
| WB 132 | 1-17-1989 | 89 1444 | CA MC 221840 |
| WB 133 | 1-17-1989 | 89 1445 | CA MC 221841 |
| WB 134 | 1-17-1989 | 89 1446 | CA MC 221842 |
| WB 135 | 1-17-1989 | 89 1447 | CA MC 221843 |
| WB 136 | 1-17-1989 | 89 1448 | CA MC 221844 |
| WB 137 | 1-18-1989 | 89 1449 | CA MC 221845 |
| WB 138 | 1-18-1989 | 89 1450 | CA MC 221846 |
| WB 139 | 1-18-1989 | 89 1451 | CA MC 221847 |
| WB 140 | 1-18-1989 | 89 1452 | CA MC 221848 |
| WB 141 | 1-18-1989 | 89 1453 | CA MC 221849 |

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Exhibit 2

| | | | |
|--------|-----------|---------|--------------|
| WB 147 | 3-17-1989 | 89 2117 | CA MC 223448 |
| WB 148 | 3-18-1989 | 89 2118 | CA MC 223449 |
| WB 149 | 3-18-1989 | 89 2119 | CA MC 223450 |
| WB 150 | 3-17-1989 | 89 2120 | CA MC 223451 |
| WB 151 | 3-17-1989 | 89 2121 | CA MC 223452 |
| WB 152 | 3-17-1989 | 89 2122 | CA MC 223453 |
| WB 153 | 3-17-1989 | 89 2123 | CA MC 223454 |
| WB 154 | 9-16-1989 | 93 5159 | CA MC 223457 |
| WB 155 | 9-16-1989 | 93 5160 | CA MC 261458 |
| WB 156 | 9-16-1989 | 93 5161 | CA MC 261459 |
| WB 157 | 9-10-1986 | 96 3652 | CA MC 269857 |
| WB 158 | 9-10-1986 | 96 3653 | CA MC 269858 |

Unpatented lode mining claims located in portions of all or protracted Sections 9, 10, 15 and 16, Township 22 South, Range 45 East, Mount Diablo Meridian, South Park Mining District, Inyo County, State of California, the location notices of which are recorded in the Office of the County Recorder of Inyo County and filed in the California State Office of the United States Department of the Interior, Bureau of Land Management and are more particularly described as follows:

| Name of Claim | Date of Location | Date of Recording | Recording Data Doc. Number | BLM Serial No. |
|---------------|------------------|-------------------|----------------------------|----------------|
| Margaret 1 | 03-16-1989 | 04-18-1989 | 89 2101 | CA MC 223432 |
| Margaret 2 | 03-16-1989 | 04-18-1989 | 89 2102 | CA MC 223433 |
| Margaret 3 | 03-16-1989 | 04-18-1989 | 89 2103 | CA MC 223434 |
| Margaret 4 | 03-16-1989 | 04-18-1989 | 89 2104 | CA MC 223435 |
| Margaret 5 | 03-16-1989 | 04-18-1989 | 89 2105 | CA MC 223436 |
| Margaret 6 | 03-16-1989 | 04-18-1989 | 89 2106 | CA MC 223437 |
| Margaret 7 | 03-16-1989 | 04-18-1989 | 89 2107 | CA MC 223438 |
| Margaret 8 | 03-16-1989 | 04-18-1989 | 89 2108 | CA MC 223439 |
| Margaret 9 | 03-16-1989 | 04-18-1989 | 89 2109 | CA MC 223440 |
| Margaret 10 | 03-16-1989 | 04-18-1989 | 89 2110 | CA MC 223441 |
| Margaret 11 | 03-16-1989 | 04-18-1989 | 89 2111 | CA MC 223442 |
| Margaret 12 | 03-16-1989 | 04-18-1989 | 89 2112 | CA MC 223443 |
| Margaret 13 | 03-16-1989 | 04-18-1989 | 89 2113 | CA MC 223444 |
| Margaret 14 | 03-16-1989 | 04-18-1989 | 89 2114 | CA MC 223445 |
| Margaret 15 | 03-16-1989 | 04-18-1989 | 89 2115 | CA MC 223446 |
| Margaret 16 | 03-16-1989 | 04-18-1989 | 89 2116 | CA MC 223447 |

Unpatented Mill Sites, Water Claims and/or Water Rights known as STONE CORRAL WATER CLAIMS as described in deed recorded March 4, 1962 in Book 149, Page 593 of the Records of Inyo County, California which are located in all or a portion of unsurveyed and protracted Section 11, Township 22 South, Range 45 East, Mount Diablo Meridian, County of Inyo, State of California, the location notices of which are recorded in the Office of the County Recorder of Inyo County and filed in the California State Office of the United States Department of the Interior, Bureau of Land Management and are more particularly described as follows:

| Name of Claim | Legal Description | Location Notice/Record Date | Recording Data Book/Page | BLM Serial No. |
|---------------|-------------------|-----------------------------|--------------------------|----------------|
| | | | | |

Exhibit 2

| | | | | |
|---------------------------|-------------------------------|--------------------------|--|------------|
| Dover | Sec. 11 T. 22S., R. 45E | 08-24-1898 01-03-1899 | L&W BKA., Pg.8(LN) Vol.B-1, Pg. 458(Deed) | CA MC 6856 |
| Wingfield and Harrison | Sec. 11 T. 22S., R. 45E | 08-24-1898 09-07-1898 | L&W Vol.I, Pg.650 (LN) Vol.D-1 Pg.64 (Deed) | CA MC 6856 |
| Sales-J.F. Cooper | Sec. 11, T. 22S R.45E | 04-22-1897 04-23-1897 | So. Park Mining District Records Page 226 (LN) Vol.C-1, Pg. 132(Deed) | CA MC 6856 |
| McNulty | Sec. 11, T.22S R. 45E. | 12-17-1898 12-28-1898 | L&W BKA, Pg 7 (LN) Vol.C-1 Pg. 178 (Deed) | CA MC 6856 |
| James Wingfield | | 01-12-1899 02-20-1899 | L&W BKA, Pg 13(LN) Vol.C-1 Pg.182 (Deed) | CA MC 6856 |

See Figure (Figure@local.geo.) for disposition of the claims.

Handwritten initials/signature

APPENDIX C

Statement of Responsibility for Reclaiming the Disturbed Lands

Exhibit 2

Responsibility for Reclaiming the Disturbed Lands

A. It is understood that should the nature of the Radcliff Project change an Amended or Supplemental SMARA Reclamation Plan and Conditional Use Permit may be required.

B. It is understood that approval of this plan does not relieve me of my responsibility to comply with any other Applicable State or Federal Laws, rules or regulations.

C. It is understood that a Bond Equivalent to the actual cost of performing the agreed upon reclamation measures will be required before this plan can be approved. Bonding amounts will be set on a site-specific basis by the Lead Agency in coordination with the Cooperating Agencies.

PBI have reviewed and agree to comply with all conditions in the SMARA Reclamation Plan and Conditional Use Permit, including the reclamation requirements. PBI understands that the Bond will not be released until Inyo County, the BLM or the State Agency in charge gives written approval of the reclamation work.

David L. Pruett 24 Jan 08
Operator (or Authorized Official) PRINT Date

David L. Pruett
Signature Owner/Agent

Pruett Ballarat Inc.
Company

Subscribed and sworn before me this 24 day of Jan, 2008

Notary Public in and for the County of Washoe,

State of NV.

My Commission expires 11/13/08.

Rebecca L. Butler
Notary Signature

Notary Seal



Exhibit 2

APPENDIX D

Botanical Report

Exhibit 2

**Botanical Report
for the Pruett Ballarat Inc. Right of Way Application for
P81-BLM Route, Pleasant Canyon,
Panamint Mountains, Inyo County, California**

Prepared for:

Mr. David L. Pruett
Pruett Ballarat Inc.
443 Upper Colony Road
Wellington, NV 89444

For submittal to:

Bureau of Land Management
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Ridgecrest, CA
(P81. Pleasant Canyon Rd. CACA 049401)

and

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Exhibit 2

Botanical Report for the Pruett Ballarat Inc. Right of Way Application for P81-BLM Route, Pleasant Canyon, Panamint Mountains, Inyo County, California

INTRODUCTION AND PROJECT DESCRIPTION

Pruett Ballarat Inc. is planning to modify the historic right of way into Pleasant Canyon, BLM route P81, used to access the Radcliff Mine site, located on private lands (D.L. Pruett 2007). The project area is located in the Mojave Desert, on the west side of the Panamint Mountains, east and east-southeast of Ballarat.

The proposal is to provide a new right of way for a portion of BLM route P81 to replace the lower portion of the current P81 route. Most of the new right of way will use an existing dirt road from Ballarat to the north rim of Pleasant Canyon (Figure 1). However, there are two areas where the new right of way will diverge from the existing road in order to make the grade more gentle (Figure 1, numbers 2 and 3). Near the center of Section 12, on the north rim of Pleasant Canyon, the new right of way diverges southeastward from the existing road, traversing around a small ridge and then descending to the canyon bottom with a set of new switch backs (Figure 1, number 4). At the end of the switch backs the new route will connect with the old route P81 (Figure 1, number 5). This new route has been selected because it avoids much of the sensitive riparian habitat along and in the creek bed in Pleasant Canyon that the old P81 route passes through. Elevations in these areas are approximately 2050 to 2900 feet.

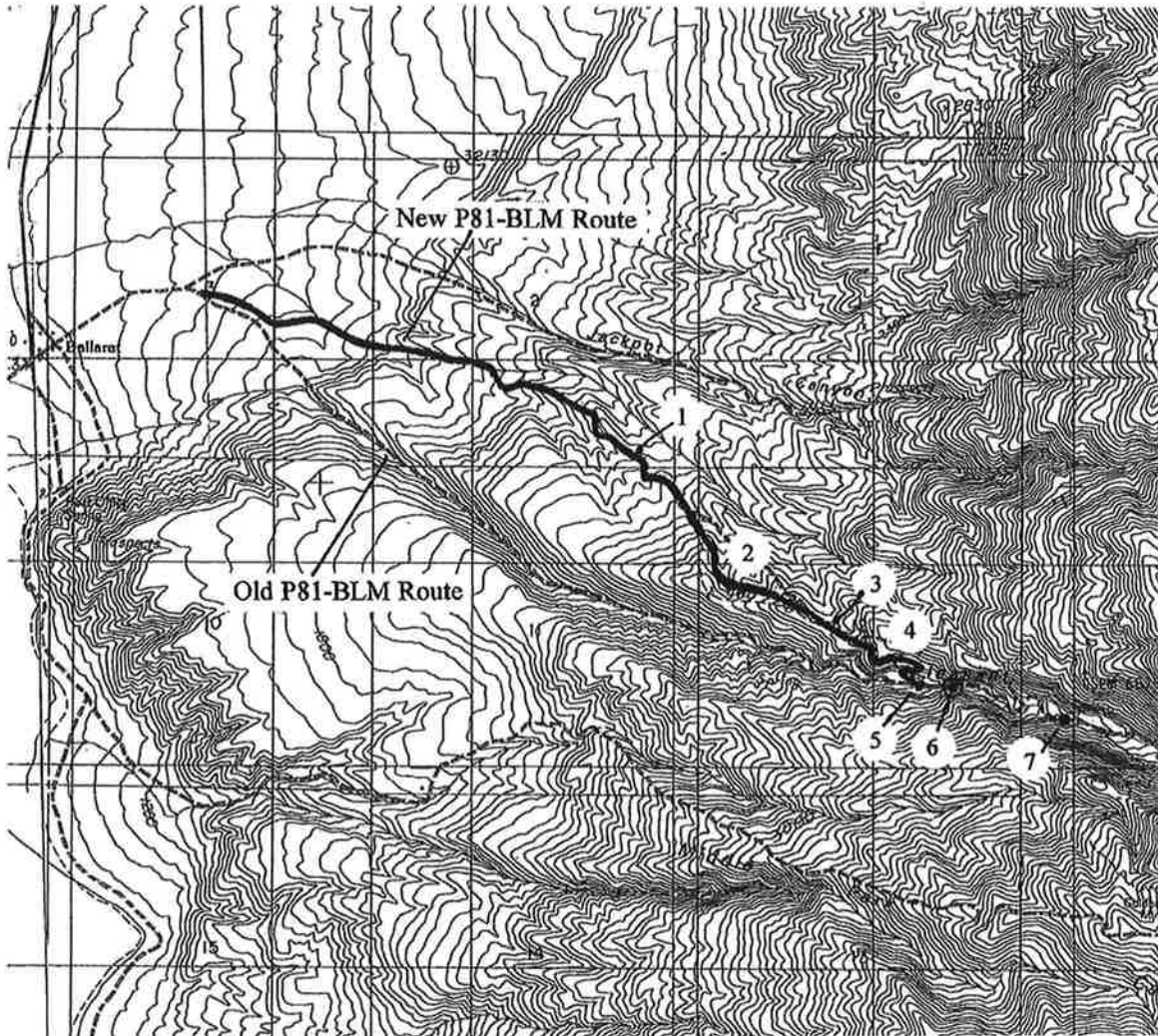
However, where the the new route joins the old P81 BLM route the existing road in the canyon bottom will be rebuilt or repaired in an area extending eastward about 900 meters through a portion of the canyon with flowing water and riparian habitat (Figure 1, between numbers 5 and 7). Elevations along this portion of the route are approximately 2720 and 3160 feet. Above this section the canyon bottom is dry and any road work will be within the existing road bed. Within the riparian area where the road will be rebuilt or repaired, roadwork will occur within a 30' right of way centered on the existing road. There is one location in the riparian area where a sharp curve in the road will be straightened by blasting away the end of a bedrock ridge on the south side of the existing road (Figure 1, number 6). Where this rock will be removed to realign the road, some road work will extend south of the existing road beyond the usual 30' right of way centered on the existing road bed.

Two additional project elements are borrow pits for gravel to be used for road bed material. The lower borrow pit is located on the north side of the new right of way in the southeast quarter of Section 2 (Figure 1, number 1). The upper borrow pit is located on the north side of the current P81 route in the vicinity of Hope Canyon, west of Clair Camp.

The objectives of the current study are to conduct a floristically based botanical field survey to determine if any special status plant species occur in the project areas and to

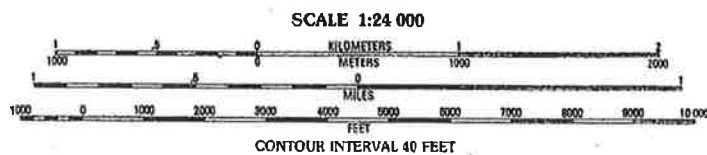
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Figure 1. Location of botanical survey areas within the Pleasant Canyon P81 BLM route right of way project area. (One survey area, the upper borrow pit in the vicinity of Hope Canyon, is not shown.)



LEGEND

- 1 – lower borrow pit
- 2 – lower road realignment
- 3 – upper road realignment
- 4 – north rim switch backs
- 5 – resume old P81-BLM route eastward through wetted riparian habitat
- 6 – site where bedrock will be blasted to straighten road
- 7 – end of wetted riparian habitat, dry to east



Basemap: USGS Ballarat Quadrangle, California, 7.5 Minute Series (Topographic), Provisional Edition 1988

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provide a plant species list and description of the vegetation for the project survey areas. All work in this study was conducted by Mark Bagley. It is anticipated that this information will be used by the Bureau of Land Management and the County of Inyo in preparing their environmental reviews for this project.

METHODS

A review of special status species that occur in the vicinity of the project area was prepared using information from the California Natural Diversity Data Base (CNDDDB), a Department of Fish and Game (CDFG) inventory of sensitive plants, animals and natural communities (CDFG 2008); the California Native Plant Society inventory of rare and endangered plants of California (CNPS 2008), consultation with Glenn Harris, BLM Ridgecrest Field Office; and previous environmental reports from the region (Bagley 1989, 1993, 1996; BLM 1982; Tierra Madre Consultants, Inc. 1995). A plant was considered a special status species if it is federally or state listed or proposed as a rare, threatened, or endangered species (CDFG 2008); or a CNDDDB special plant (CDFG 2008); or listed by the California Native Plant Society inventory (CNPS 2008).

No special status plant species have previously been reported within the project area. However, 18 special status plant species are known to occur in the region at elevations similar to those in the project area and in habitats that were thought to have some potential in the area (Table 1). For each of these species, information was gathered on status, flowering period, habitat preferences, and general distribution. In addition to the sources listed above, this information and additional information on identification of these species was gathered from Abrams and Ferris (1923-1960), Bagley (1986), CalFlora (2008), DeDecker (1977, 1984), Hickman (1993), Munz (1974), Munz and Keck (1959), Thorne et al. (1981), and information in my own files.

Of the 18 special status plant species on Table 1, none are state or federally listed as threatened or endangered. Plants on Table 1 are separated into two sections, first are those plants listed by CNPS on Lists 1B and 2, plants considered by CNPS to be rare, threatened or endangered in California, then second are the plants listed by CNPS on List 4, considered by CNPS as plants of limited distribution, a watch list.

From discussions with Glenn Harris of BLM and my previous work in the area, it appears that the special status plants with the highest potential to occur in the project area are Panamint dudleya (*Dudleya saxosa* ssp. *saxosa*), Panamint daisy (*Enceliopsis covillei*), Hoffmann's buckwheat (*Eriogonum hoffmannii* var. *hoffmannii*), and Panamint Mts. lupine (*Lupinus magnificus* var. *magnificus*). However, because the project areas are mainly at fairly low elevations and, except for the bottom of the canyon, most of the slopes are very dry, the potential for occurrence of these species was considered to be fairly low.

Botanical surveys, with a special focus on special status plant species, were conducted over the project site on January 11 and 12, 2008. Botanical surveys were conducted in areas along the new right of way north of Pleasant Canyon where construction activities will occur

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Table 1. Status, distribution and habitat data for special status plant species known in the region of the Pleasant Canyon P81 BLM route right of way project area and with known elevational ranges and habitats with some potential to occur in the project area.

| Scientific/Common Name (Plant Family)/Life Form/ Flowering Period | Rank or Status ¹ | | | Habitat Types In Calif. ³ | Elevational Range and Habitat Preferences |
|---|-----------------------------|------|------|--|--|
| | FWS | DFG | CNPS | | |
| PLANTS RARE, THREATENED, OR ENDANGERED IN CALIFORNIA (CNPS LISTS 1B AND 2) | | | | | |
| <i>Aliciella ripleyi</i> Ripley's aliciella (Polemoniaceae) herbaceous perennial/ May-July | -- | S1.3 | 2.3 | MCBS, MMWS, DCS | 1000-6400 ft (305-1950 m) Crevices on steep limestone or dolomite cliffs, sometimes in loose talus or gravelly slopes below. |
| <i>Arabis dispar</i> pinyon rock cress (Brassicaceae) herbaceous perennial/ Mar.-June | -- | S2.3 | 2.3 | MDSer, JTWild, GBSer, PJDWd | 4000-8000 ft (1200-2450 m) Loose gravelly, stony or rocky slopes and mesas, coarse alluvium, and compact talus; gentle to steep slopes; on granitic rock, sandstone and basalt. |
| <i>Arctomecon merriamii</i> white bear poppy (Papaveraceae) herbaceous perennial/ Apr.-May | -- | S2.2 | 2.2 | MCBS, MMWS, ChSer | 1600-6250 ft (490-1900 m) Slopes and ridges, bajadas, washes, flaps, old lake beds; shallow gravelly-rocky soils, outcrops, talus, sand or clay; on limestone, dolomite or gypsum rich soil. |
| <i>Dudleya saxosa</i> ssp. <i>saxosa</i> Panamint dudleya (Crassulaceae)/leaf succulent perennial/ (Apr.) May-Sept | -- | S3.3 | 1B.3 | MCBS, MMWS, PJDWd | 3000-7220 ft (900-2200 m) Dry rocky or stoney slopes and in bedrock cracks; on granitic rock, limestone or dolomite. |
| <i>Enceltopsis covillei</i> Panamint daisy (Asteraceae) herbaceous perennial/ Mar.-June | -- | S3.3 | 1B.2 | MCBS | 1200-6000 ft (375-1850 m) Dry canyon walls, slopes, and washes; clayey, gravelly and rocky soils, talus; on sedimentary and metamorphic rocks. |
| <i>Eriogonum hoffmannii</i> var. <i>hoffmannii</i> /Hoffmann's buckwheat/(Polygonaceae) annual/ June-Sept. | -- | S2.3 | 1B.3 | MDSer (MCBS, MMWS) | 1500-5580 ft (450-1700 m) Washes and along roadsides, occasionally on dry talus slopes. |
| <i>Eriogonum infracraftum</i> jointed buckwheat (Polygonaceae)/herbaceous perennial/ May-Oct | -- | S2.3 | 1B.3 | MDSer (DCS) | 2000-6400 ft (600-1950 m) Rock crevices in carbonate cliffs and canyon walls; less common on steep gravelly or rocky talus. |

Table 1. (Cont.) Status, distribution and habitat data for special status plant species known in the region of the Pleasant Canyon P81 BLM route right of way project area and with known elevational ranges and habitats with some potential to occur in the project area.

| Scientific/Common Name (Plant Family)/Life Form/ Flowering Period | Rank or Status ¹ | | Distribution ² | Habitat Types In Calif ³ | Elevational Range and Habitat Preferences |
|---|-----------------------------|----------------|---|---|---|
| | FWS | DFG NDDDB CNPS | | | |
| PLANTS RARE, THREATENED, OR ENDANGERED IN CALIFORNIA (continued) | | | | | |
| <i>Juncus nodosus</i> knotted rush (Juncaceae)/herbaceous perennial July-Sept. | -- | S2.3 2.3 | So. and central Sierra Nevada; White, Panamint, Funeral, and Clark mts.; INY, SBD, TUL, STA, + scattered across US and s Canada | Medwts, MshSw, desert oasis woodland | below 5600 ft (1700 m) in Calif. Wet places near springs, ponds, streams and seepage areas. |
| <i>Lupinus magnificus</i> var. <i>magnificus</i> Panamint Mts. lupine (Fabaceae)/herbaceous perennial Apr.-June | -- | S1.2 1B.2 | Endemic to the Panamint Range, only known from the east side of Hunter Mtn., Wildrose, Surprise, Johnson, Pleasant, and South Park cyns, and east slope of Rogers Pk.; INY. | MDSer, GBSer, PJWdl, UCFrts (?) | 2380-8500 ft (1000-2600 m) Dry gravelly or sandy slopes and washes, at higher elevations on rocky or talus slopes. |
| <i>Penstemon fruticosus</i> var. <i>amargosae</i> /Death Valley beardtongue/(Scrophulariaceae) herbaceous perennial Apr.-July (Sept.) | -- | S2.3 1B.3 | Amargosa and Panamint ranges, Argus, Kingston and Avawatz mts.; INY, SBD, NV. | MCBS | 2780-4600 ft (850-1400 m) Gravelly washes, rocky scree slopes, canyons. |
| <i>Petalonyx thurberi</i> ssp. <i>gilmanii</i> Death Valley sandpaper plant (Loasaceae) shrub/ May-Sept. | -- | S2.3 1B.3 | Death V., Panamint V., and one report in Argus Mts. near Darwin; INY. | DeDns, MCBS, wash scrub | 200-3500 ft (60-1050 m) Darwin site at 5000 ft (1525 m) Loose sandy-gravelly alluvium, sand, bajada washes, canyon bottoms, dunes; also on cinder slopes at Ubehebe Crater. |
| <i>Phacelia mustelina</i> Death Valley round-leaved phacelia (Hydrophyllaceae) annual/ May-July | -- | S1.3 1B.3 | Mainly Panamint and Amargosa ranges to sw NV, two sites in Pilot Knob area on China Lake NAWs, one site in Inyo Mts.; INY, SBD, NV. | MCBS, MMWS, BBS, GBSer, PJWdl | 2400-8600 ft (730-2620 m) Only 2 sites >7300 ft, one <3000ft. Rock crevices and ledges, cliffs, talus, gravelly or rocky slopes, few in sandy soils, one in gravelly wash; on limestone, volcanic, and granitic rocks. |

Table 1. (Cont.) Status, distribution and habitat data for special status plant species known in the region of the Pleasant Canyon P81 BLM route right of way project area and with known elevational ranges and habitats with some potential to occur in the project area.

| Scientific/Common Name (Plant Family/Life Form/ Flowering Period) | Rank or Status ¹ FWS DFG NDDB CNPS | Distribution ² | Habitat Types In Calif ³ | Elevational Range and Habitat Preferences |
|--|--|--|---|---|
| PLANTS OF LIMITED DISTRIBUTION - A WATCH LIST (CNPS LIST 4) | | | | |
| <i>Cryptantha holoptera</i> winged cryptantha (Boraginaceae)/annual, sometimes a perennial/ Mar.-Apr. | -- S? | 4.3 Panamint Mts., Amargosa Range, and very scatteredly in the eastern Mojave and Colorado deserts of CA; IMP, INY, RIV, SBD, SDG, to w AZ, NV. | SDScr, MDSr (MCBS) | 330-5550 ft (100-1690 m) Moist washes and gravelly or rocky slopes and ridges. |
| <i>Enceltopsis nudicaulis</i> var. <i>nudicaulis</i> /naked-stemmed daisy (Asteraceae) herbaceous perennial/ Apr.-May | -- S3.3 | 4.3 Inyo, Saline, Last Chance, Panamint, and Clark Mtn. ranges; INY, MNO, SBD, AZ, NV, UT, ID. | MDSr (GBS), PJWld | 2875-6560 ft (875-2000 m) In clayey soil, or sand and gravel, on slopes, cliffs and ridges; in volcanic, carbonate or gypsicolous soils. |
| <i>Mimulus rupicola</i> rock-midget (Scrophulariaceae) annual/ Feb.-June | -- S3.3 | 4.3 Last Chance Mts., Amargosa, Panamint and Argus ranges; INY. | MDSr (MCBS, DCS) | 1000-6000 ft (300-1830 m) Crevices in carbonate rocks. |
| <i>Oenothera caespitosa</i> ssp. <i>crinita</i> /caespitose evening- primrose/(Onagraceae) herbaceous perennial/ June-Sept. | -- S3.3 | 4.2 White-Inyo and Argus ranges, Coso, Panamint, Last Chance, Grapevine, and Clark mts., INY, SBD, to UT. | MDSr, PJWld, SCFrS | 3800-11,080 ft (1150-3370 m) Carbonate soils, dry rock-crevices and outcrops. |
| <i>Sclerocactus polyancistrus</i> Mojave fish-hook cactus (Cactaceae)/stem succulent perennial/ Apr.-July | -- S3.2 | 4.2 Wide ranging, but infrequent. From near Victorville, north through the w Mojave and Great Basin deserts of CA, to w NV; INY, KRN, SBD, NV. | MDSr, JTWld, GBScr, PJWld | 2000-7610 ft (600-2320 m) Well-drained soils, rocky gravelly mesas, slopes, and outcrops, occasionally on flats below. |
| <i>Selaginella leucobryooides</i> Mojave spike-moss (Selaginellaceae) herbaceous perennial/ June | -- S3.2 | 4.3 Panamint and Providence mts., Kingston Range; INY, SBD and Spring Mts., NV, AZ. | MDSr, GBScr, PJWld, LCFrS | 2000-10,350 ft (600-3150 m) Carbonate rock crevices and in shade among boulders. |

¹ Rank or status abbreviations:

FWS (U.S. Fish and Wildlife Service) listings under the Endangered Species Act (CDFG 2008, CNPS 2008): FE= federally-listed, endangered; FT= federally-listed, threatened; PE= federally-proposed, endangered; PT= federally-proposed, threatened, -- = not listed

DFG (California Department of Fish and Game) listings under the California Native Plant Protection Act and California Endangered Species Act (CDFG 2008, CNPS 2008): CE= state-listed, endangered; CT= state-listed, threatened; CR= state-listed, rare, -- = not listed.

Table 1. (Cont.) Status, distribution and habitat data for special status plant species known in the region of the Pleasant Canyon P81 BLM route right of way project area and with known elevational ranges and habitats with some potential to occur in the project area.

NDDB (California Natural Diversity Data Base, a section within CDFG) Heritage state ranks are (CDFG 2008):

The state rank (S-rank) is a reflection of the overall condition of an element in California, it often also contains a threat designation attached to the S-rank.

- S1 = Less than 6 Eos (element occurrences) OR less than 1,000 individuals OR less than 2,000 acres
 - S1.1 = very threatened; S1.2 = threatened; S1.3 = no current threats known
- S2 = 6-20 EOs OR 1,000-3,000 individuals OR 2,000-10,000 acres
 - S2.1 = very threatened; S2.2 = threatened; S2.3 = no current threats known
- S3 = 21-80 EOs or 3,000-10,000 individuals OR 10,000-50,000 acres
 - S3.1 = very threatened; S3.2 = threatened; S3.3 = no current threats known
- S4 = Apparently secure within California; this rank is clearly lower than S3 but factors exist to cause some concern; i.e. there is some threat, or somewhat narrow habitat. No threat rank.
- S5 = Demonstrably secure to inerradicable in California. No threat rank.

Note that more factors are reviewed than just numbers of EOs. Other considerations used in ranking include the pattern of distribution on the landscape, fragmentation of the populations/stands, condition of individual populations, and historical extent as compared to the plant's modern range. It is important to take a bird's eye or aerial view when ranking sensitive elements rather than simply counting EOs.

Uncertainty about the rank of an element is expressed in two major ways: 1) by expressing the rank as a range of values: e.g., S2S3 means the rank is somewhere between S2 and S3, and 2) by adding a ? to the rank: e.g., S2? This represents more certainty than S2S3, but less than S2.

CNPS (California Native Plant Society) ranks are (CNPS 2008):

- 1A= List 1A, plants presumed extinct in Calif; 1B = List 1B, rare, threatened, or endangered in Calif. and elsewhere
- 2 = List 2, rare, threatened, or endangered in Calif. but more common elsewhere; 3 = List 3, plants about which we need more information - a review list
- 4 = List 4, plants of limited distribution - a watch list

A Threat Code extension follows the CNPS List (e.g. 1B.1). These extensions and their meanings are:

- .1 = Seriously endangered in Calif.; .2 = Fairly endangered in California; .3 = Not very endangered in California

² Note that the Panamint Range consists of the Panamint Mountains in the south half of the range and the Cottonwood Mountains in the north. Abbreviations used are: AZ = Arizona; CA = California; ID = Idaho; IMP = Imperial Co., CA; INY = Inyo Co., CA; KRN = Kern Co., CA; MNO = Mono Co., CA; NAW = Naval Air Weapons Station, China Lake, CA; NV = Nevada; RIV = Riverside Co., CA; SBD = San Bernardino Co., CA; SDG = San Diego Co., CA; STA = Stanislaus Co., CA; TUL = Tulare Co., CA; UT = Utah.

³ Habitat type designations largely follow the nomenclature developed by the California Natural Diversity Data Base (Holland, 1986) and abbreviations used in Skinner and Pavlik (1994). They include: BBS = blackbush scrub, ChScr = chenopod scrub; DeDns = desert dunes, GBScr = Great Basin scrub; JTWld = Joshua tree woodland; LcFrs = lower montane coniferous forest; MDSer = Mojavean Desert scrub (of which MCBS = Mojave creosote bush scrub, wash scrub = Mojave wash scrub, MMWS = Mojave mixed woody scrub, and DCS = desert calcicolous scrub are elements); Medwv = meadows and seeps; MshSw = marshes and swamps; PJWld = pinyon-juniper woodland; SCFrs = subalpine conifer forest (includes bristlecone and limber pine forests in desert mountains); SDSer = Sonoran desert scrub, and UCfrys = upper montane coniferous forest.

Additional references: Abrams and Ferris 1923-1960; Bagley 1986, 1989, 1993, 1996; BLM 1982 ; CalFlora 2008; DeDecker 1977, 1984; Hickman 1993; Munz 1974; Munz and Keck 1959; Thorne et al. 1981; Tierra Madre Consultants, Inc. 1995.

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outside of the existing dirt road. These areas include the lower borrow pit (Figure 1, number 1), the lower road realignment (Figure 1, number 2), the upper road realignment (Figure 1, number 3), and the new road and switch backs from the north rim down to the canyon bottom (Figure 1, number 4). Elevations in these areas are approximately 2050 to 2900 feet.

Along the old P81 BLM route, botanical surveys were conducted east in the bottom of Pleasant Canyon about 900 meters from the north rim switch backs where the road will be rebuilt or repaired within an existing flowing creek and riparian habitat (Figure 1, between numbers 5 and 7). This included the area that will be realigned by blasting away some bedrock on the south side of the existing road (Figure 1, number 6). Elevations along this portion of the route are approximately 2720 and 3160 feet.

Surveys were also conducted at the upper borrow pit in the vicinity of Hope Canyon at an elevation of approximately 4360 feet.

David Pruett, the project proponent, showed me where each of these sites was located. Each of the road realignments and the new road and switch backs down the north rim were staked and flagged as were the borrow pits. The location and how the survey was conducted in each area is as follows (all coordinates are in UTM Zone 11, NAD 83, taken with a Garmin GPSmap 60cxs):

- Lower borrow pit: Located just north of the existing dirt road, the survey area extended 300-400 feet along the road and northward approximately 100-125 feet. The existing road is cut into the side of a ridge and the borrow pit is the ridge above and north of the road. Stakes were located at the SE corner: E 482766, N 3988727, and SW corner: E 482654, N 3988766. The top of the ridge was surveyed by walking two east-west transects about 50 feet apart. The south-facing road cut along the south side of the pit area was surveyed by walking the length of the road between the stakes.
- Lower road realignment: The east end of the route diverges from the existing road at E 483475, N 3988062 and the west end at E 482980, N 3988459. The route lies south of the existing road. A portion of the western part of the route was bladed in the past, but will need much new work. The staked route was surveyed by a meandering transect within a corridor about 25 feet above the staked route and 50 feet below.
- Upper road realignment: Located on the east end at the point where the new road to the north rim switch backs takes off. The route lies north and down slope of the existing road. The staked route was surveyed by a meandering transect within a corridor about 25 feet above the staked route and 50 feet below.
- New road and north rim switch backs: The new road diverges from the existing road at E 483807, N 3987823. The route traverses eastward around a ridge line to the point where the switch backs cross a very steep south facing slope. The switch backs start at about E 483927, N 3987712. The stake at the far east end of the switch back area was located at E 484139, N 3987722. The stake at the west end of the lower switchback was at E 484065, N 3987680. The route out to the

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start of the switch backs was walked down and back surveying a corridor approximately 50-80 feet below the staked route and 50 feet above the staked route. The switch back area was surveyed by walking across the steep slope, observing the area from approximately 50 feet above the staked route out to the far east stake, then walking back below as far west as the west switch back stake, and then walking back east below to the canyon bottom. In the switch back area the survey route meandered as needed for safety reasons on the very steep slope and to view the very sparsely distributed plants on the slope.

- Road rebuild in riparian habitat: Located on the old P81 route in the bottom of Pleasant Canyon from where the north rim switch backs join the old route, at approximately E 484127, N 3987614. The survey area extended up canyon until the wet riparian habitat ended and the canyon bottom only had upland plant species. The east end of the survey area was at E 484859, N 3987463. The lower part of the area, from the west end to the rock removal site was walked using the existing road and looking approximately 25 feet on either side of the road way. This more than covered the 30 foot right of way. East of the rock, the riparian area was surveyed from the vehicle, looking at one side as drove up and the other as drove down.
- Rock removal for realignment on old route: Located on the south side of the existing road at approximately E 484322, N 3987605. The bedrock is a small ridge off of the south canyon wall in a very narrow part of the canyon. The rock that will be blasted away is about 20 feet high. The rock was surveyed by climbing up the west side to the top and by walking on the existing road around the rock.
- Upper borrow pit: Located just north of the existing dirt road, the survey area extended 200-300 feet along the road and northward approximately 100 feet. This is on an alluvial terrace above the road in the bottom portion of the canyon. Hope Canyon is south and a bit west of the site and Clair Camp lies to the east. The corners of the site were staked and located at:
SW corner – E 487565, N 3987572, SE corner – E 487616, N 3987549,
NW corner – E 487575, N 3987597, NE corner – E 487626, N 3987572.
The site was covered by walking four east-west transects across the site, each transect about 20-40 feet apart.

Walking surveys were not conducted in the other portions of the new P81 BLM route and on the old route eastward from the north rim switchbacks. This is because road construction activities in these areas will be conducted within the existing disturbed road bed. However, all of the existing roads were driven and the habitats in and adjacent to the road were observed while driving slowly

Field surveys were floristically based, that is all plant species encountered in the survey areas were identified to at least genus and to the level necessary to ensure that they were not plant species of concern. A list was made of all plant species encountered. Plants that were not readily identifiable in the field were collected for later determination by Mark Bagley.

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RESULTS AND DISCUSSION

Vegetation

The vegetation in each of the project survey areas is described below:

- Lower borrow pit: This area is gravelly alluvium. Vegetation is very sparse Mojave creosote bush scrub with widely scattered creosote bush (*Larrea tridentata*) and few other shrubs and some scattered annuals. Associated species include desert holly (*Atriplex hymenelytra*), white bursage (*Ambrosia dumosa*), brittlebush (*Encelia farinosa*), Mojave indigo bush (*Psoralea argophylla* var. *minutifolia*), pebble pincushion (*Chaenactis carphoclinia*), rigid spineflower (*Chorizanthe rigida*), plantain (*Plantago* sp.), and Mediterranean grass (*Schismus* sp.).
- Lower road realignment: This route traverses moderate to steep north and east-facing slopes. The substrate is unsorted, fairly rocky, alluvium. Vegetation is sparse Mojave creosote bush scrub, dominated by creosote bush and white bursage, with scattered brittlebush. Some areas are very strongly dominated by creosote bush. Other associated species include beavertail cactus (*Opuntia basilaris* var. *basilaris*), desert trumpet (*Eriogonum inflatum* var. *inflatum*), and scattered annuals, including little desert trumpet (*Eriogonum trichopes*), pebble pincushion, rigid spineflower, brittle spineflower (*Chorizanthe brevicornis*), plantain, red brome (*Bromus madritensis* ssp. *rubens*), and devil's lettuce (*Amsinckia tessellata*).
- Upper road realignment: The route traverses a steep north-facing rocky slope. The substrate is composed of volcanic tuff and carbonate (limestone or dolomite) rock. The vegetation is sparse Mojave creosote bush scrub. The most common shrubs are creosote bush, shadscale (*Atriplex confertifolia*), and chaff-bush (*Amphipappus fremontii*). Other associated species include scattered desert holly, white bursage, brittlebush, plantain, and red brome.
- New road and north rim switch backs: On the west end where the route diverges from the existing road there is a mixture of tan and brown limestone or dolomite rock and welded volcanic tuff. Eastward on the point of the ridge, before the start of the switch backs the rock becomes all tuff. The steep south-facing slope with the switch backs is primarily volcanic tuff, but with some outcrops of carbonate rocks just up slope. Much of the slope is covered in alluvium and some carbonate rocks are in the alluvium. The vegetation in this area is very, very sparse. There are a few creosote bush and brittlebush, with occasional desert holly and white bursage. Other associated species include chaff-bush, sticky snakeweed (*Gutierrezia microcephala*), shadscale, Nevada ephedra (*Ephedra nevadensis*), arrow-leaf (*Pleurocoronis plurisetata*), desert trumpet, and a few small cacti, including beavertail cactus, hedgehog cactus (*Echinocereus engelmannii*), and clustered barrel cactus (*Echinocactus polycephalus* var. *polycephalus*). Creosote bush is more common on the bedrock of the western part of the route and brittlebush is by far the most common plant on the steeper alluvium covered slopes where the switch backs are located. On the lower switch back slope

Exhibit 2

allscale (*Atriplex polycarpa*) becomes more abundant. One little fishhook cactus (*Mammillaria tetrancistra*) occurred in the switch back area and two small (less than 1 foot tall) California barrel cactus (*Ferocactus cylindraceus*) occurred just upslope from the upper switch back route.

- **Road rebuild in riparian habitat:** This area is in the bottom of the canyon. The existing road is adjacent to a flowing creek and crosses the creek. Parts of the road will be realigned within the 30 foot right of way in order to reduce the impacts on the creek and place the road on higher ground so the creek has less potential to run down the road. Most of the vegetation is very dense riparian scrub dominated by desert baccharis (*Baccharis sergiloides*). Associated species in the riparian scrub include mulefat (*Baccharis salicifolia*), Inyo brickellbush (*Brickellia multiflora*), narrowleaf willow (*Salix exigua*), red willow (*Salix laevigata*), virgin's bower (*Clematis ligusticifolia*), desert wild grape (*Vitis girdiana*), common reed (*Phragmites australis*), and a few screw bean mesquite (*Prosopis pubescens*). In the wetter areas and creek crossings other species include cutleaf water-parsnip (*Berula erecta*), water cress (*Rorippa nasturtium-aquaticum*), bluegrass (*Poa* sp.), cattail (*Typha* sp.), spikerush (*Eleocharis* sp.), and iris-leaved rush (*Juncus xiphioides*). In some of the narrow parts of the canyon, on higher ground or on the canyon sides, there is desert saltbush scrub adjacent to the road. This is dominated by dense growth of allscale, with brittlebush sometimes common. Other species in the saltbush scrub include sweetbush (*Bebbia juncea* var. *aspera*), sticky snakeweed, arrow-leaf, and rock nettle (*Eucnide urens*).
- **Rock removal for realignment on old route:** Riparian scrub vegetation occurs along the base of the rock. The rock is schist that has some cracks and small ledges where a few plants are growing. The most common species include red brome, brittlebush, sticky snakeweed, and Emory rock daisy (*Perityle emoryi*). One small little fishhook cactus occurs on the top and a few hedgehog cactus occur in rock crevices.
- **Upper borrow pit:** This area is on rocky, gravelly alluvium derived primarily from metasedimentary rock. It has gentle to moderate slopes with rolling terrain. The vegetation is Mojave creosote bush scrub with fairly low shrub density. Creosote bush is the dominant shrub. Associated species are primarily the annual species red brome and devil's lettuce, with an occasional small shrub. Associated shrubs include white bursage, Anderson box-thorn (*Lycium andersonii*), Death Valley goldeneye (*Viguiera reticulata*), chaff-bush, bladder-sage (*Salazaria mexicana*), and Acton encelia (*Encelia actoni*).

The riparian scrub vegetation is the only sensitive vegetation type. It is sensitive because it is a wetland vegetation type and is not abundant in the desert mountains. However, the road improvements are intended to improve the impact of the existing road in the canyon bottom. In fact, by rerouting the P81 BLM route south of the canyon and then bringing the new route down into the canyon via the north rim switch backs, the new route will avoid impacts to most of the riparian scrub that is currently affected by the existing P81 route downstream of the switch backs.

Exhibit 2

Flora

A total of 78 plant taxa, occurring in 30 plant families, were recorded in the botanical survey of the project areas (Table 2). Because the survey was done in the winter, most annuals and herbaceous perennials were dormant, with the remains of the previous season's growth dry, brittle and in many cases broken off. Additional annual and herbaceous perennial species would be expected in the spring of a year with adequate precipitation. The 2007 winter and spring rainy season, preceding the survey, was very dry and few annuals grew.

Special Status Plant Species

Eighteen special status plant species were identified as having some potential for occurring in the project area (Table 1). None of these species have previously been reported from the project area, none were observed in the January field survey, nor were any other sensitive plant species found or expected to occur in the project area. The January field survey was conducted when most of the annual and herbaceous perennial plants on site, except many of those adjacent to and in the creek, were dormant and only potentially identifiable from dry remains of the previous season's growth.

After evaluating the habitats on the study site, many of the plants on the sensitive plant species search list (Table 1), known to occur in the region, are not expected to occur on the site. This is mainly due to a lack of limestone and loose sandy habitats, and the relatively low elevations of most of the site.

Seven of the 18 taxa on Table 1 occur exclusively or mainly on carbonate (limestone, marble or dolomite) soils and bedrock. Carbonate soils and bedrock occur in the study area only in small outcrops and thin exposed layers on the north rim switch back area. The limestone areas in the project area were carefully checked and very little was growing on them. Some sign of the old growth of the seven carbonate special status plants would be expected to have been observable if they occurred in the study area. The seven carbonate special status plants include: Ripley's aliciella (*Aliciella ripleyi*), white bear poppy (*Arctomecon merriamii*), Panamint dudleya (*Dudleya saxosa* ssp. *saxosa*), jointed buckwheat (*Eriogonum intrafractum*), rock-midget (*Mimulus rupicola*), caespitose evening-primrose (*Oenothera caespitosa* ssp. *crinita*), and Mojave spike-moss (*Selaginella leucobryoides*).

One of the Table 1 species, Death Valley sandpaper plant (*Petalonyx thurberi* ssp. *gilmanii*), occurs in loose sandy or sandy-gravelly alluvium. This taxa is known within a few miles of the lower portions of the new P81 route. However, this shrubby species is easily observable and identifiable in the winter. It was not observed in the project area.

Mojave fish-hook cactus (*Sclerocactus polyancistrus*) is a CNPS watch list species (list 4) on Table 1. It is a small barrel type cactus that would be readily observable and identifiable in the winter. It was not observed in the project area.

Six of the remaining Table 1 species are herbaceous perennials. Four of these, Panamint daisy (*Enceliopsis covillei*), naked-stemmed daisy (*Enceliopsis nudicaulis* var.

Exhibit 2

nudicaulis), Panamint Mts. lupine (*Lupinus magnificus* var. *magnificus*), and Death Valley beardtongue (*Penstemon fruticiformis* var. *amargosae*), have persistent and distinctive stems and/or leaves that make them observable and identifiable in the winter. None of these four perennials were observed in the project area.

The other two herbaceous perennials on Table 1 are pinyon rock cress (*Arabis dispar*) and knotted rush (*Juncus nodosus*). The stems and fruits of these species may or may not persist and be observable and identifiable in the winter. The absence of an observation in the winter is inconclusive for these species.

Pinyon rock cress has a known elevational range of 4000-8000 feet. The upper borrow pit, at 4360 feet, is the only project survey area within that range. That area has a low density and low diversity Mojave creosote bush scrub and appears to be rather dry for pinyon rock cress. In the Radcliff Mine survey, pinyon rock cress was found up canyon from the current project area, "infrequently in pinyon pine woodlands at the project site's highest elevations" (Tierra Madre Consultants, Inc. 1995). The highest elevation in that project site was approximately 6500 feet. Tierra Madre concluded that due to pinyon rock cress' widespread distribution outside the Panamint Mountains, the large area of suitable habitat upslope of the Radcliff Mine project area, and the fact that it has no status with the US Fish and Wildlife Service, "project-specific and cumulative impacts to this species will not be significant" (Tierra Madre Consultants, Inc. 1995). It appears the the current project, with its impacts limited to relatively small areas, mostly located well below the known elevational limit of pinyon rock cress, does not have the potential for significant impacts to this species.

Knotted rush is a grass-like herb, 15-60 cm tall, that occurs only in wet areas, such as springs, ponds, streams and seeps. It is known in California from only nine quads (USGS 7.5 minute series) in the Sierra Nevada and several desert mountain ranges (CNPS 2008). There is one known population in the Panamint Mountains, located at Wildrose Spring approximately 16 miles north of the project area at an elevation of approximately 3600 feet. However, this is a very widespread species outside of California. It occurs in the northern and central United States and southern Canada; from Nova Scotia and Virginia westward to British Columbia and the Pacific northwest, then south and east of the Cascade Mountains in widely scattered sites in the Great Basin, to Arizona, New Mexico and Texas. The only potential habitat in the project area for this species is the riparian area in Pleasant Canyon (Figure 1, between numbers 5 and 7). Much of the habitat in that area, within the right of way, is very dense riparian scrub where this species is unlikely to occur. There are some areas, as at the creek crossing and a few other areas, where there is some dense herbaceous growth that is more likely to be able to support knotted rush. The project impacts to the riparian habitat in this area will be in a relatively small area directly adjacent to the existing road. The rerouting of most of P81 to the new route north of the canyon will have beneficial impacts to the riparian habitat west of the north rim switch backs, which represents the majority of this habitat type in Pleasant Canyon. Given the beneficial impacts of the project, the relatively small portion of riparian habitat in Pleasant Canyon negatively impacted by road construction, the very widespread distribution of knotted rush, and the lack of status with the US Fish and Wildlife Service, it appears that the current project will not have significant project or cumulative impacts on this species.

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Four annual taxa occur on Table 1. These taxa are Hoffmann's buckwheat (*Eriogonum hoffmannii* var. *hoffmannii*), Death Valley round-leaved phacelia (*Phacelia mustelina*), winged cryptantha (*Cryptantha holoptera*), and rock-midget (*Mimulus rupicola*). The latter is also a carbonate endemic and given the limited habitat in the project area, the low quality of the carbonate habitat for this species in the area, and the probability that remnants of the plant would have been observable if it occurred, it is very unlikely this species occurs in the project area (see above). Rock-midget and winged cryptantha are both CNPS watch list species (list 4). Winged cryptantha has a very widespread distribution in the Mojave and Colorado deserts in California, but it is known to occur in only a relatively few widely scattered populations. The nearest known population occurs in Surprise Canyon, about 5-6 miles north of Pleasant Canyon. It is a bristly, erect annual that sometimes is a perennial. It is likely that remains from the previous year's growth of winged cryptantha would still be observable in January, but because of the dry year in 2007 it cannot be ruled out with any certainty. However, given the status of winged cryptantha as a CNPS List 4 taxa, any potential project impacts to this taxa would not likely be considered significant.

The other two annuals, Hoffmann's buckwheat and Death Valley round-leaved phacelia, are both CNPS List 1B.3 species. The nearest known populations of both species occur in Surprise Canyon, about 5-6 miles north of Pleasant Canyon. Hoffmann's buckwheat is a large annual with distinctive and persistent stems that would have been observable and identifiable if it occurred in the project survey areas. This taxa was not observed in the project area.

Death Valley round-leaved phacelia occurs in a variety of rocky, gravelly and sandy soils with a known elevational range of approximately 2400-8600 feet. However, only one known population occurs below 3000 feet. The project areas lie in the lower portion of the known elevational range for Death Valley round-leaved phacelia. Except for the upper borrow pit and the upper portion of the road rebuild in the canyon bottom above the north rim switch backs, both of which do not appear to be very suitable habitat for Death Valley round-leaved phacelia, the project areas are below 3000 feet. The nearest known population in Surprise Canyon occurs at an elevation of approximately 4800 feet (BLM 1982). Death Valley round-leaved phacelia is a relatively small branching annual, usually 1-3 dm high. It is not very likely that dry remains from previous year's growth would be observable or identifiable in January. Lack of observation in January is therefore not conclusive for this species. Nonetheless, the habitats in the project area are relatively low and dry for this species and its occurrence in the project area appears to be unlikely.

In conclusion, the project is not expected to have significant potential project-specific or cumulative impacts on plant species of special concern.

Exhibit 2

Table 2. Plant species observed in portions of the Pruet Ballarat Inc. Pleasant Canyon P81 BLM route right of way project area, January 11-12, 2008 (nomenclature from Hickman 1993).

| FAMILY Species ¹ | Common Name | Project Location ² | | | | | | | | Habit ³ | |
|---|-----------------------|-------------------------------|---------------------------|---------------------------|-------------------------------|--------------------------------|------------------------------------|------------------------|---|--------------------|---|
| | | Lower Borrow Pit | Lower Realign- ment | Upper Realign- ment | North Rim Switch -backs | Road Rebuild in Riparian | Rock Removal for Realignment | Upper Borrow Pit | | | |
| GYMNOSPERMS (CONIFERS) | | | | | | | | | | | |
| EPHEDRACEAE | | | | | | | | | | | |
| <i>Ephedra nevadensis</i> | Nevada ephedra | | x | | x | | | | | | s |
| DICOT ANGIOSPERMS (FLOWERING PLANTS) | | | | | | | | | | | |
| AMARANTHACEAE | | | | | | | | | | | |
| AMARANTH FAMILY | | | | | | | | | | | |
| <i>Amaranthus</i> sp. | pigweed, amaranth | | | | | | rs | | | | a |
| <i>Tidestromia oblongifolia</i> | honey-sweet | | x | | | | | | | | p |
| APIACEAE | | | | | | | | | | | |
| <i>Berula erecta</i> | cutleaf water-parsnip | | | | | | rs | | | | p |
| ASTERACEAE | | | | | | | | | | | |
| SUNFLOWER FAMILY | | | | | | | | | | | |
| <i>Ambrosia dumosa</i> | white burrage | x | x | x | x | | | | | x | s |
| <i>Amphipappus fremontii</i> | chaff-bush | | x | x | | | | | | x | s |
| <i>Baccharis salicifolia</i> | mulefat | | | | | | rs | | | | s |
| <i>Baccharis sergiioides</i> | desert baccharis | | | | | | rs | | | | s |
| <i>Bebbia juncea</i> var. <i>aspera</i> | sweetbush | x | | | x | | mds | | | | s |
| <i>Brickellia multiflora</i> | Inyo brickellbush | | | | | | rs | | x | | s |
| <i>Chaenactis carphoclinia</i> | pebble pincushion | x | x | | | | | | | | a |
| <i>Chaenactis</i> sp. | pincushion | | x | | | | | | | | a |
| * <i>Cirsium vulgare</i> | bull thistle | | | | | | rs | | | | p |
| <i>Encelia aetoni</i> | Acton encelia | x | x | x | x | | | | | x | s |
| <i>Encelia farinosa</i> | brittlebush | | | | | | rs, mds | | x | | s |

1 * = exotic (non-native) species

2 x = present; rs = present in riparian scrub; mds = present in Mojave desert scrub

3 Habit: a = annual; b = biennial; p = perennial; ss = subshrub; s = shrub; t = tree; wv = woody vine; ph = parasitic herb

Exhibit 2

Table 2. (Cont.) Plant species observed in portions of the Pruet Ballarat Inc. Pleasant Canyon P81 BLM route right of way project area, January 11-12, 2008 (nomenclature from Hickman 1993).

| FAMILY Species ¹ | Common Name | Project Location ² | | | | | | | Habit ³ |
|---|---------------------------|-------------------------------|---------------------------|---------------------------|-------------------------------|--------------------------------|------------------------------------|------------------------|--------------------|
| | | Lower Borrow Pit | Lower Realign- ment | Upper Realign- ment | North Rim Switch -backs | Road Rebuild in Riparian | Rock Removal for Realignment | Upper Borrow Pit | |
| <i>Gutierrezia microcephala</i> | sticky snakeweed | | | | x | mds | x | | s |
| <i>Perityle emoryi</i> | Emory rock daisy | | | | | | x | | a |
| <i>Peucephyllum schottii</i> | pigmy-cedar | | | | x | | | | s |
| <i>Pleurocoronis pluriseta</i> | arrow-leaf | | | | x | mds | | | s |
| <i>Prenanthes exiguua</i> | annual lygodesmia | | x | | | | | | a |
| <i>Psathyrotes</i> sp. | turtleback | x | | | | | | | a |
| <i>Viguiera reticulata</i> | Death Valley goldeneye | | | | | | | x | p |
| <i>Xylorhiza tortifolia</i> var. <i>tortifolia</i> | Mojave aster | | | | | | | x | ss |
| BORAGINACEAE | | | | | | | | | |
| <i>Amsinckia tessellata</i> | devil's lettuce | | x | | | | | x | a |
| <i>Cryptantha</i> sp. | forget-me-not, cryptantha | x | | | | | | x | a |
| BRASSICACEAE | | | | | | | | | |
| <i>Lepidium fremontii</i> | desert alyssum | | | | | | | x | ss |
| <i>Rorippa nasturtium-aquaticum</i> | water cress | | | | | | rs | | p |
| CACTACEAE | | | | | | | | | |
| <i>Echinocactus polycephalus</i> var. <i>polycephalus</i> | clustered barrel cactus | | x | x | | | | | s |
| <i>Echinocereus engelmannii</i> | hedgehog cactus | | x | | | | | | s |
| <i>Ferocactus cylindraceus</i> | California barrel cactus | | x | | | | | | s |
| <i>Mammillaria tetrancistra</i> | little fishhook cactus | | | | x | | | | s |
| <i>Opuntia basilaris</i> var. <i>basilaris</i> | beavertail cactus | | x | | x | | | | s |
| CHENOPODIACEAE | | | | | | | | | |
| <i>Atriplex confertifolia</i> | shadscale | | | | x | | | | s |
| <i>Atriplex hymenelytra</i> | desert holly | x | | | x | | | | s |
| <i>Atriplex polycarpa</i> | allscale | | | | x | rs, mds | | | s |
| DODDER FAMILY | | | | | | | | | |

Exhibit 2

Table 2. (Cont.) Plant species observed in portions of the Pruett Ballarat Inc. Pleasant Canyon P81 BLM route right of way project area, January 11-12, 2008 (nomenclature from Hickman 1993).

| FAMILY Species ¹ | Common Name | Project Location ² | | | | | Habit ³ |
|---|------------------------|-------------------------------|---------------------------|---------------------------|-------------------------------|--------------------------------|--------------------|
| | | Lower Borrow Pit | Lower Realign- ment | Upper Realign- ment | North Rim Switch- backs | Road Rebuild in Riparian | |
| <i>Cuscuta</i> sp. | dodder | | | x | x | | ph |
| EUPHORBIAEAE | SPURGE FAMILY | | | | | | |
| <i>Chamaesyce</i> sp. | prostrate spurge | x | | | | | a |
| <i>Stillingia paucidentata</i> | toothleaf stillingia | x | | | | | p |
| FABACEAE | LEGUME FAMILY | | | | | | |
| <i>Prosopis pubescens</i> | screw bean | | | | | | t |
| <i>Psoralea argophylla</i> var. <i>minutifolia</i> | Mojave indigo bush | x | | | rs | | s |
| LAMIACEAE | MINT FAMILY | | | | | | |
| <i>Salvia mexicana</i> | bladder-sage | | | | | | s |
| <i>Salvia columbariae</i> | chia | | | | x | | a |
| LOASACEAE | LOASA FAMILY | | | | | | |
| <i>Euclida urens</i> | rock nettle | | x | | | mds | p |
| LYTHRACEAE | LOOSESTRIFE FAMILY | | | | | | |
| <i>Lythrum californicum</i> | California loosestrife | | | | | rs | p |
| MALVACEAE | MALLOW FAMILY | | | | | | |
| <i>Sphaeralcea ambigua</i> | apricot mallow | | | | | mds | p |
| NYCTAGINACEAE | FOUR O'CLOCK FAMILY | | | | | | |
| <i>Amelocaulis annulatus</i> | ringstem | | | | x | | p |
| ONAGRACEAE | EVENING PRIMROSE | | | | | | |
| <i>Camissonia boothii</i> | woody bottle-washer | x | | | | | a |
| PLANTAGINACEAE | PLANTAIN FAMILY | | | | | | |
| <i>Plantago</i> sp. | plantain | x | x | x | x | | p |
| POLYGONACEAE | BUCKWHEAT FAMILY | | | | | | |
| <i>Chorizanthe brevicornu</i> | brittle spineflower | | x | | x | | a |

Exhibit 2

Table 2. (Cont.) Plant species observed in portions of the Prust Ballarat Inc. Pleasant Canyon P81 BLM route right of way project area, January 11-12, 2008 (nomenclature from Hickman 1993).

| FAMILY Species ¹ | Common Name | Project Location ² | | | | | | | Habit ³ |
|--|-----------------------|-------------------------------|---------------------------|---------------------------|-------------------------------|--------------------------------|------------------------------------|------------------------|--------------------|
| | | Lower Borrow Pit | Lower Realign- ment | Upper Realign- ment | North Rim Switch -backs | Road Rebuild in Riparian | Rock Removal for Realignment | Upper Borrow Pit | |
| <i>Chorizanthe rigida</i> | rigid spineflower | x | x | | | | | | a |
| <i>Eriogonum deflexum</i> | flat-topped buckwheat | | | | x | | | x | a |
| <i>Eriogonum inflatum</i> var. <i>inflatum</i> | desert trumpet | x | x | x | x | | | x | p |
| <i>Eriogonum rixfordii</i> | Rixford's buckwheat | x | | | | | | | a |
| <i>Eriogonum</i> sp. 1 | wild buckwheat | | | | x | | | | a |
| <i>Eriogonum</i> sp. 2 | wild buckwheat | | x | | | | | | a |
| <i>Eriogonum trichopes</i> | little desert trumpet | x | x | | x | | | | a |
| RANUNCULACEAE | BUTTERCUP FAMILY | | | | | | | | |
| <i>Clematis ligusticifolia</i> | virgin's bower | | | | | rs | | | wy |
| RUBIACEAE | MADDER FAMILY | | | | | | | | |
| <i>Galium</i> sp. | bedstraw | | | | | | x | | p |
| RUTACEAE | RUE FAMILY | | | | | | | | |
| <i>Thamnosma montana</i> | turpentine-broom | | | | | | | x | s |
| SALICACEAE | WILLOW FAMILY | | | | | | | | |
| <i>Salix exigua</i> | narrowleaf willow | | | | | rs | x | | s |
| <i>Salix laevigata</i> | red willow | | | | | rs | | | t |
| SOLANACEAE | NIGHTSHADE FAMILY | | | | | | | | |
| <i>Datura wrightii</i> | Jimson weed | | | | | rs, mds | x | | p |
| <i>Lycium andersonii</i> | Anderson box-thorn | | | x | | | | x | s |
| <i>Solanum</i> sp. | nightsshade | | | | | rs | | | ss |
| VITACEAE | GRAPE FAMILY | | | | | | | | |
| <i>Vitis girdiana</i> | desert wild grape | | | | | rs | | | wy |
| ZYGOPHYLLACEAE | CALTROP FAMILY | | | | | | | | |
| <i>Larrea tridentata</i> | creosote bush | x | x | x | x | | | x | s |
| MONOCOT ANGIOSPERMS (FLOWERING PLANTS) | | | | | | | | | |

Exhibit 2

Table 2. (Cont.) Plant species observed in portions of the Pruett Ballarat Inc. Pleasant Canyon P81 BLM route right of way project area, January 11-12, 2008 (nomenclature from Hickman 1993).

| FAMILY Species | Common Name | Project Location ² | | | | | | | Habit ² |
|--|--------------------------|-------------------------------|---------------------------|---------------------------|-------------------------------|--------------------------------|------------------------------------|------------------------|--------------------|
| | | Lower Borrow Pit | Lower Realign- ment | Upper Realign- ment | North Rim Switch -backs | Road Rebuild in Riparian | Rock Removal for Realignment | Upper Borrow Pit | |
| CYPERACEAE | SEDGE FAMILY | | | | | | | | |
| <i>Eleocharis</i> sp. | spikerush | | | | IS | | | | p |
| JUNCACEAE | RUSH FAMILY | | | | | | | | |
| <i>Juncus ziphioides</i> | iris-leaved rush | | | | IS | | | | p |
| POACEAE | GRASS FAMILY | | | | | | | | |
| <i>Aristida</i> sp. | three-awn | | | | X | | | | a |
| * <i>Bromus madritensis</i> ssp. <i>rubens</i> | red brome, foxtail chess | | | | | | X | | a |
| * <i>Bromus tectorum</i> | cheat grass | | X | | | | | X | a |
| <i>Eriogonum pulchellum</i> | fluff grass | | | | X | | | | a |
| <i>Muhlenbergia asperifolia</i> | scratchgrass | | | | | IS | | | p |
| <i>Phragmites australis</i> | common reed | | | | | IS | | | p |
| <i>Poa</i> sp. | bluegrass | | | | | IS | | | p |
| * <i>Polygogon monspeliensis</i> | annual beard grass | | | | | IS | | | a |
| * <i>Schismus</i> sp. | Mediterranean grass | | | X | | | | | a |
| TYPHACEAE | CATTAIL FAMILY | | | | | | | | |
| <i>Typha</i> sp. | cattail | | | | | IS | | | p |

Exhibit 2

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Exhibit 2

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APPENDIX E

Financial Assurance Cost Estimate

State of California

APPENDIX E

DEPARTMENT OF CONSERVATION
Financial Assurance Cost Estimate
Form OMR-23 (New 06/96)

FINANCIAL ASSURANCE COST ESTIMATE

FOR

Radcliff Project (C.U.P. 2007-05/Pruett Ballarat, Inc.)

CA MINE ID # 91- 14-0064

Prepared by:

SRK Consulting (U.S.), Inc.

5250 Neil Road, Suite 300

Reno, Nevada 89502

Date: February 15, 2008

Note: This worksheet was developed by the Office of Mine Reclamation to assist lead agencies and operators prepare a reclamation cost estimate and determine an appropriate amount for the financial assurance in conformance with Section 2773.1 of SMARA. It should be used in conjunction with the *Financial Assurance Guidelines* adopted by the State Mining and Geology Board.

Exhibit 2

Financial Assurance Guidelines

VII. SUMMARY OF COST

| | | |
|---|----|-----------------|
| Total of all Primary Reclamation Activities Costs | \$ | 36,520.00 |
| Total of all Revegetation Costs | \$ | 5,245.00 |
| Total of all Plant Structures & Equipment Removal Costs | \$ | 12,651.00 |
| Total of all Miscellaneous Costs | \$ | 3,301.00 |
| Total of all Monitoring Costs | \$ | <u>5,000.00</u> |
| Total of Direct Costs | \$ | 62,717.00 |
| Supervision (<u>7</u> %) | \$ | 4,390.00 |
| Profit/Overhead (<u>14</u> %) | \$ | 8,780.00 |
| Contingencies (<u>10</u> %) | \$ | 6,272.00 |
| Mobilization (<u>5</u> %) | \$ | <u>3,136.00</u> |
| Total of Indirect Costs | \$ | 22,578.00 |
| Total of Direct and Indirect Costs | \$ | 85,295.00 |
| Lead Agency Administrative Cost* (Determined by the Lead Agency) | \$ | _____ |
| Total Estimated Cost of Reclamation | \$ | <u>_____</u> |

***NOTE** The Financial Assurance Guidelines recommend that when reviewing and approving a financial assurance cost estimate, lead agencies should include their administrative cost to draw on the financial assurance and implement the reclamation plan, should it become necessary.

Exhibit 2

Reclamation Cost Estimate

The following estimate provides costs and supporting documentation that will be the basis for establishing a reclamation bond as required by BLM and SMARA regulations. The estimate projects the costs to reclaim existing and proposed facilities that are to be constructed over the life of the Radcliffe mine. Pruett Ballarat, Inc plans to bond for 8.6 acres of disturbance.

Labor and Equipment Rates

Labor

| Equipment Type or Job Description | Group | Base Rate (\$/hr) | Fringe (\$/hr) | Hourly Wage (\$/hr) | FICA/Medicare 7.65% (\$/hr) | Unemployment 3.0%(\$/hr) | Workman's Comp 13.27% (\$/hr) ⁽¹⁾ | Total (\$/hr) |
|---------------------------------------|-------|-------------------|----------------|---------------------|-----------------------------|--------------------------|--|---------------|
| D8 ⁽²⁾ | 8 | \$36.51 | \$15.82 | \$52.33 | \$4.00 | \$1.57 | \$5.63 | \$63.53 |
| 325C Excavator ⁽²⁾ | 11 | \$37.76 | \$15.82 | \$53.58 | \$4.10 | \$1.61 | \$5.76 | \$65.05 |
| Drill Rig (Heavy Duty) ⁽²⁾ | 10 | \$36.66 | \$15.82 | \$52.48 | \$4.01 | \$1.57 | \$6.96 | \$65.02 |
| Seeding | 1 | \$21.25 | \$6.87 | \$28.12 | \$2.15 | \$0.84 | \$3.73 | \$34.84 |
| Wheel Loader | 10 | \$36.66 | \$15.82 | \$52.48 | \$4.01 | \$1.57 | \$6.96 | \$65.02 |
| Dump Truck | | \$20.56 | \$10.39 | \$30.95 | \$2.37 | \$0.93 | \$4.11 | \$38.36 |

Notes:

1. From R.S. Means 2007, R0113-60-6217 Excavation Rock.
2. From Davis Bacon General Decision CA20070031 – ENGI0012-003 7/9/2007.
3. From R. S. Means 2007, 01-31-13.20-0280 Project Management and Coordination.
4. SRK Consulting (Total inc. O&P – 10%).

Equipment

| Equipment Type | Monthly Rental Rate ⁽¹⁾ | Hourly Rate ⁽²⁾ | Fuel/Lube/Wear ⁽³⁾ | Total (\$/hr) |
|---------------------------|------------------------------------|----------------------------|-------------------------------|---------------|
| D8 | \$17,820 | \$101.25 | \$34.88 | \$77.96 |
| Heavy Duty Drill/pump Rig | \$82,170 | \$466.88 | 0 | \$466.88 |
| 325C Excavator | \$7,885 | \$44.80 | \$23.38 | \$68.18 |
| 928 Wheel Loader | \$5,495 | \$31.22 | \$18.24 | \$49.46 |
| 10 cy Dump Truck | \$7,885 | \$44.80 | \$23.38 | \$68.18 |

Notes:

1. Rental rates from R.S. Means.
2. Assumed single shift of 176 hours per month.
3. From Cat Handbook and experience.

Exhibit 2

Equipment Performance Calculations

Dozers

| Dozer Productivity vs. Grading Distance | |
|---|---------------------|
| Average Dozing Distance (feet) | Production (LCY/hr) |
| | D8R |
| 50 | 1400 |
| 100 | 850 |
| 200 | 475 |
| 300 | 275 |
| 400 | 175 |
| 500 | 125 |
| 600 | 100 |

| % Grade vs. Dozing Factor | |
|---------------------------|---------------|
| % Grade | Dozing Factor |
| -30 | 1.6 |
| -20 | 1.4 |
| -10 | 1.2 |
| 0 | 1 |
| 10 | 0.8 |
| 20 | 0.55 |
| 30 | 0.3 |

Source: Caterpillar Performance Handbook Edition 35

Exhibit 2

| Job Condition Correction Factors - Bulldozers | |
|--|------|
| OPERATOR | |
| Average | 0.75 |
| MATERIAL ⁽¹⁾ | |
| Loose stockpile | 1.2 |
| Normal | 1 |
| Hard to cut; frozen — with tilt cylinder | 0.8 |
| Hard to drift; "dead" (dry, non-cohesive material) or very sticky material | 0.8 |
| Rock, ripped or blasted | 0.6 |
| SLOT DOZING OR SIDE BY SIDE DOZING | 1.2 |
| VISIBILITY | |
| Good conditions | 1 |
| JOB EFFICIENCY | |
| 50 min/hr | 0.83 |
| Source: Caterpillar Performance Handbook Edition 35 | |

Excavators

| Track Excavator Specifications | |
|--|-----------|
| Description | 325C |
| Bucket Capacity (cy) | 2.22 cy |
| Fill Factor | 0.90 |
| Average Bucket Load (cy) | 1.998 cy |
| Soil Type | hard clay |
| Job Condition | med-hard |
| Cycle Times (minutes) - based on hard clay | |
| <i>Load Bucket</i> | 0.09 |
| <i>Swing Loaded</i> | 0.06 |
| <i>Dump Bucket</i> | 0.04 |
| <i>Swing Empty</i> | 0.06 |
| Total Cycle Time | 0.25 |
| Job Efficiency | 0.83 |
| Operator Efficiency | 0.75 |
| Corrected Productivity (LCY/hr) | 299 cy |
| Exploration Road Cycle Time ⁽¹⁾ (min) | 0.40 |
| Exploration Road Corr Prod (LCY/hr) | 187 cy |

1. Exploration bucket time assumes feathering and smoothing.

Exhibit 2

| Track Excavator w/Hammer Specifications | |
|--|-------------|
| Description | 325C |
| Hydraulic Hammer | H120D s |
| Material | |
| <i>Min Shift Production (8hr)</i> | 160 cy |
| <i>Max Shift Production (8hr)</i> | 300 cy |
| <i>Avg Shift Production (8hr)</i> | 230 cy |
| Job Efficiency | 0.83 |

Wheel Loader

| Wheel Loader Specifications | |
|------------------------------------|-------------|
| Description | 928G |
| Payload Capacity | |
| <i>Struck</i> | 2.5 cy |
| <i>Heaped</i> | 3.25 cy |
| <i>Average</i> | 2.88 cy |
| Matched Truck | N/A |
| Average Cycle Time | 0.45 min |
| Production/Hour | 384 cy/hr |

Source: Caterpillar Performance Handbook Edition 35

Exhibit 2

Drill Hole and well Removal Productivity

| Drill Hole Plugging Productivity | | |
|--|-----------|-----------------------------------|
| Description | Drill Rig | Pump Rig |
| Move-to-hole, set-up, tear-down | 1.5 hr | 1.5 hr |
| Pulling casing (threaded, not cemented) | 80 ft/hr | |
| Single-pass perforating (water wells) | | |
| 4-inch | 240 ft/hr | |
| 6-inch | 240 ft/hr | |
| 8-inch | 200 ft/hr | |
| 12-inch | 150 ft/hr | |
| 18-inch | 40 ft/hr | |
| Perforation setup, trip in/out, tear-down time | 1.0 hr | |
| Perforation tool cost (wear cost) | \$1.25 ft | |
| Inert Material Placement (backfill) | | |
| Grouting/Cement | | 5.33 cy/hr |
| Cuttings (see below) | | 3.50 cy/hr |
| | | Source: WDC Exploration, Dec 2005 |

Site Demolition and Equipment/Facility Removal

Site demolition activities will involve demolition of concrete foundations and removal of debris and facilities. The following activities are planned:

- demolish maintenance shop;
- demolish concrete pads;
- remove portable facilities and
- cleanup and dispose of miscellaneous waste,

Exhibit 2

Maintenance Shop

The steel maintenance shop will be demolished by dismantling and removing the structural steel for re-use off-site. The building is planned to be 30 feet by 50 feet with an eave height of 20 feet. The total volume of the building will be 30,000 cubic feet. Although it is anticipated the building will be dismantled and used off-site for costing purposes it will be assumed that it is demolished and disposed off-site. The cost for this is taken from 2007 Means 02-41-16-0500 and is provided below. There will be a 12-inch thick concrete foundation for this building. The foundation will be broken up using a demolition hammer mounted on the excavator. The broken concrete will be buried under 5-feet of cover using the dozer.

Assumptions:

- Building demolition is $\$0.23 \text{ \$/cu.ft.} \times 30,000 \text{ cu.ft.} = \$6,900$.
- Load debris into dump truck 0.5 hours.
- Offsite hauling and disposal is assumed to be 2 dump truck loads to local landfill in Trona, California (35 miles) at average speed of 25 mph = 1.4 hours per direction plus 2 hours for load and disposal time = 3.4 hours per trip or 7.8 hours total.
- Disposal fees are assumed to be \$250 per load.
- Concrete volume is $30 \text{ ft} \times 50 \text{ ft} \times 1 \text{ ft} = 1,500 \text{ cu.ft.} \div 27 \text{ cu. ft./cy} = 56 \text{ cy}$.
- Time to attach and detach demolition hammer is 1 hours.
- Time to break concrete is $56 \text{ cy} \div (230 \text{ cy/shift} \div 8) = 2.0 \text{ hours}$.
- Earthwork volume is five times the concrete volume moved three times to account for digging a hole over 5 feet deep, pushing the concrete in and covering it ($5 \times 56 \text{ cy} \times 3 = 840 \text{ cy}$).
- Average push distance is 50 feet.
- Uncorrected production = 1,400 cubic yards per hour;
- Correction Factors
 - Flat = 1
 - Average operator = 0.75
 - Average Material, normal = 1
 - Job efficiency = 50 min/hr = 0.83
- Corrected production = $1,400 \times 1 \times 0.75 \times 1 \times 0.83 = 871.5 \text{ cy/hr}$
- Hours required = $840 \text{ cy} \div 871.5 \text{ cy/hr} = 1.0 \text{ hours}$.

| Task | Hours | Labor Rate (Hourly) | Total Labor (\$) | Equipment Rate (Hourly) | Total Equipment (\$) | Materials (\$) | Total for Task (\$) |
|------------------------|-------|---------------------|-------------------|-------------------------|----------------------|-----------------|---------------------|
| Demolish Building | | | \$3,000 | | \$3,900 | | \$6,900 |
| Load | 0.5 | \$65.02 | \$35.51 | \$49.46 | \$24.73 | | \$60.24 |
| Transport and Disposal | 7.8 | \$38.36 | \$299.01 | \$68.18 | \$531.80 | \$250.00 | \$1080.81 |
| Break Concrete | 3 | \$65.05 | \$190.59 | \$68.18 | \$204.54 | | \$395.13 |
| Bury concrete | 1.0 | \$63.53 | \$63.53 | \$77.96 | \$77.96 | | \$141.49 |
| Total | | | \$3,588.64 | | \$4,739.03 | \$250.00 | \$8,577.67 |

Exhibit 2

Crusher and Ore Transfer Facility

To support the crusher and have loading space an 80 feet by 150 feet 12-inch thick concrete pad will be built. The pad will be demolished by breaking it up using the excavator mounted demolition hammer and burying it in-place using the dozer.

- Concrete volume is $80 \text{ ft} \times 150 \text{ ft} \times 1 \text{ ft} = 12,000 \text{ cu.ft.} \div 27 \text{ cu. ft./cy} = 444 \text{ cy.}$
- Time to attach and detach demolition hammer is 1 hours.
- Time to break concrete is $444 \text{ cy} \div (230 \text{ cy/shift} \div 8) = 15.4 \text{ hours.}$
- Earthwork volume is five times the concrete volume moved three times to account for digging a hole over 5 feet deep, pushing the concrete in and covering it. $5 \times 444 \text{ cy} \times 3 = 6,660 \text{ cy.}$
- Average push distance is 50 feet.
- Uncorrected production = 1,400 cubic yards per hour;
- Correction Factors
 - Flat = 1
 - Average operator = 0.75
 - Average Material, normal = 1
 - Job efficiency = 50 min/hr = 0.83
- Corrected production = $1,400 \times 1 \times 0.75 \times 1 \times 0.83 = 871.5 \text{ cy/hr}$
- Hours required = $6,660 \text{ cy} \div 871.5 \text{ cy/hr} = 7.6 \text{ hours.}$

| Task | Hours | Labor Rate (Hourly) | Total Labor (\$) | Equipment Rate (Hourly) | Total Equipment (\$) | Materials (\$) | Total for Task (\$) |
|----------------|-------|---------------------|------------------|-------------------------|----------------------|----------------|---------------------|
| Break Concrete | 15.4 | \$65.05 | \$1001.77 | \$68.18 | \$1049.97 | | \$2051.74 |
| Bury concrete | 7.6 | \$63.53 | \$428.83 | \$77.96 | \$592.50 | | \$1021.33 |
| Total | | | \$1430.60 | | \$1642.47 | | \$3073.07 |

Septic Tank Demolition

The septic tank will be pumped out and broken up with the excavator and buried in place. It is anticipated that the septic tank will be a 3,000-gallon capacity. The cost to pump the septic tank is estimated to be \$1,000. The cost to demo with the excavator and bury with the dozer is estimated to be 1 hour each for a total cost of \$274.72

Earthwork

Earthwork operations include regrading, ripping and revegetation. Cost projections to perform the earthwork activities for each category are subdivided as follows:

- Waste rock storage area;
- Portal sites;
- Exploration areas;
- Yards; and
- Roads.

Exhibit 2

Waste Rock Storage

There will be minimal waste rock taken out of the underground, however there will be some waste rock storage in areas near each portal site. Up to 1,500 cubic yards (cy) of waste rock at each portal will be placed near the portals at the locations shown on Figure 3. The waste rock storage piles will be about 10 feet high and 50 feet by 60 feet. The waste at portal #1 may be placed in area W-1 near the portal.

It is expected that during the course of operation the waste rock will be placed back into underground stopes as they become available and that at the end of the mine-life no waste will remain above ground¹. However, for the purpose of this estimate it will be assumed that there will be waste rock stockpiles that will require sloping should the county be required to perform the reclamation. The disturbance for each area will be about 0.1 acres (total of 0.5 acres). Seeding cost will be included in the section below for re-contouring the portal sites.

For the purpose of costing reclamation it is assumed that 25% of each stockpile will need to be pushed with a dozer for one-half the length of the stockpile.

Assumptions:

- Earthwork volume = $5 \times 1,500 \text{ cy} \times 0.25 = 1,875$ cubic yards;
- Dozing distance for D8 = 30 feet. (assume flat);
- Uncorrected production = 1,400 cubic yards per hour;
- Correction Factors
 - Flat = 1
 - Average operator = 0.75
 - Average Material, normal = 1
 - Job efficiency = 50 min/hr = 0.83

- Corrected production = $1,400 \times 1 \times 0.75 \times 1 \times 0.83 = 871.5$ cy/hr
- Hours required = $1,875 \text{ cy} \div 871.5 \text{ cy/hr} = 2.1$ hours.
- To account for the small project scale and walking the dozer to each portal site, one hour for each portal will be added bringing the total hours required to 7 (rounded to nearest hour).

From production assumptions the cost to regrade all of the stockpiles will be:

| Task | Hours | Labor rate (Hourly) | Total Labor (\$) | Equipment Rate (Hourly) | Total Equipment (\$) | Total for Task (\$) |
|-----------------------------|-------|---------------------|------------------|-------------------------|----------------------|---------------------|
| Slope waste rock stockpiles | 7 | \$63.53 | | \$77.96 | | \$990.43 |

¹ Sufficient waste rock will be left above ground to plug the portals.

Exhibit 2

Portal Sites

There will be up to five portal sites. The locations are shown on Figure 3. Each of the sites will be located adjacent to existing roads except for Portal #2 which will require the addition of approximately 600 feet of new road. To the extent possible the pads will be re-sloped to blend with the natural topography.

Reclamation of the portal sites will consist of the following:

- Plugging the entrance with waste rock;
- sloping the area to blend with the surrounding topography;
- scarifying compacted surfaces and
- seeding the surface.

Plugging Portal Entrance

A dozer will be used to push the waste rock from the stockpiles into the portal entrance. Since the portal pad will be pulled back up to replace the natural topography a minimum amount of backfill into the portal entrance will be required for plugging. For the purpose of this estimate a minimum of 10 feet will be required.

Assumptions:

- portal size 10' wide by 12' high;
- earthwork volume (1 site) = $10 \text{ ft} \times 12 \text{ ft} \times 10 \text{ ft} \div 27 \text{ cu ft/cy} = 53.3 \text{ cubic yards}$ x 5 sites = 267 cy.
- Dozing distance for D8 = 100 feet. (assume flat).
- Uncorrected production = 850 cubic yards per hour.
- Correction Factors
 - Flat = 1
 - Average operator = 0.75
 - Average Material, normal = 1
 - Job efficiency = 50 min/hr = 0.83
- Corrected production = $850 \times 1 \times 0.75 \times 1 \times 0.83 = 529 \text{ cy/hr}$.
- Hours required = $267 \text{ cy} \div 529 \text{ cy/hr} = 0.5 \text{ hours}$.
- To account for the small project scale and walking the dozer to each portal site, one hour for each portal will be added bringing the total hours required to 6.0 (rounded to nearest hour).

Exhibit 2

From production assumptions the cost to regrade all of the stockpiles will be:

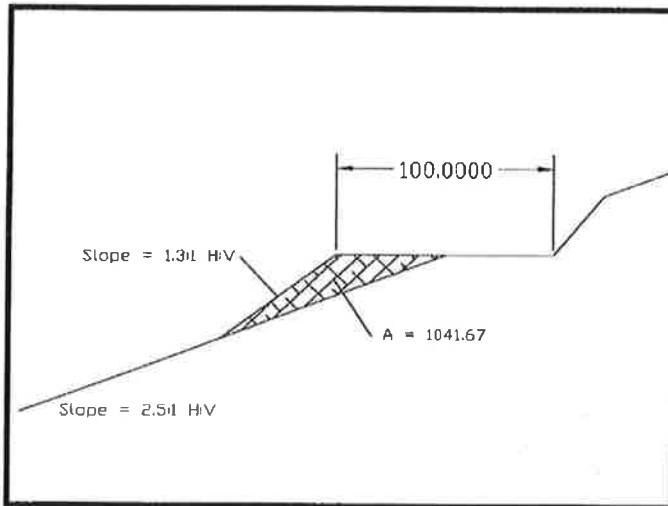
| Task | Hours | Labor rate (Hourly) | Total Labor (\$) | Equipment Rate (Hourly) | Total Equipment (\$) | Total for Task (\$) |
|---------------------------|-------|---------------------|------------------|-------------------------|----------------------|---------------------|
| Backfill Portal Entrances | 6 | \$63.53 | \$381.18 | \$77.96 | \$467.76 | \$848.94 |

Regrading Portal Site

Assumptions;

- five portal sites at 0.5 acres of disturbance = 3.0 acres;
- portal pad area will be created using a balanced cut-to-fill;
- average slope of ground is 2.5:1 H:V or 22 degrees;
- fill slope is angle of repose at 1.3:1 H:V;
- pads long axis will be parallel to contour; and
- regrading is accomplished using the dozer.

Cross sectional area of portal fill is shown below.



Given the cross-sectional area is 1042 square feet, the volume of earth (bank) to be pulled back for re-sloping is calculated by multiplying the cross sectional area by the length of the fill and converting to cubic yards.

Dozer

- Bank Yards = $1042 \text{ feet} \times 150^2 \text{ feet} / 27 \text{ cu.ft./cy} = 5,788 \text{ cy per pad.}$

² 150 feet is used to account for the volume of material at the ends of the pad.

Exhibit 2

- Adding a “fluff factor” of 20% brings this number to 6,946 cy per pad or 34,733 cy or material to replace.
- Average distance of push is 150 feet.
- Uncorrected production is 475 cy/hr + (850 cy/hr – 475 cy/hr) ÷ 2 = 662.5 cy/hr
- Correction Factors
 - Uphill push (20%) = 0.55
 - Average operator = 0.75
 - Average Material, normal = 1
 - Job efficiency = 50 min/hr = 0.83
- Corrected production = 662.5 x 0.55 x 0.75 x 1 x 0.83 = 227 cy/hr.
- Hours required = 34,733 cy ÷ 227 cy/hr = 153 hours.
- It is assumed that this work will be performed after portal backfill so no additional walk-in hours will be required.

Seeding

- Total acres to seed is 3.0 acres.
- Area will be hand seeded.
- Walking speed accounting for re-filling backpack seeder is 2 mph (10,000 ft per hour).
- Seeding width per pass is 8 feet.
- Production is 10,000 feet/hr x 8 ft/hr = 80,000 sqft/hr = 1.8 acres per hour.
- Seeding cost is 3.0 acres ÷ 1.8 acres/hour = 1.7 hours.
- Seed cost is \$300 per acre³.

From production assumptions the cost to regrade all of the portal sites will be:

| Task | Hours | Labor rate (Hourly) | Total Labor (\$) | Equipment Rate (Hourly) | Total Equipment (\$) | Materials | Total for Task (\$) |
|-------------------------|-------|---------------------|-------------------|-------------------------|----------------------|-----------------|---------------------|
| Regrade Portals – Dozer | 153 | \$63.53 | \$9,720.09 | \$77.96 | \$11,927.88 | | \$21,647.97 |
| Seeding | 1.7 | \$34.84 | \$59.23 | | | \$900.00 | \$959.23 |
| Totals | | | \$9,779.32 | | \$11,927.88 | \$900.00 | \$22,607.20 |

Yards

There will be a total of 0.8 acres of yards constructed. The yards will be constructed on relatively flat ground and not require much regrading. For the purposes of this cost estimate 2 hours of dozer time will be applied for regrading. The costs to reclaim the yards is given below.

³ Seed mix will be determined by BLM consultation, \$300 dollars per acre is chosen as a conservative amount.

Exhibit 2

| Task | Hours | Labor rate (Hourly) | Total Labor (\$) | Equipment Rate (Hourly) | Total Equipment (\$) | Materials | Total for Task (\$) |
|-----------------------|-------|---------------------|------------------|-------------------------|----------------------|-----------------|---------------------|
| Regrade Yards – Dozer | 2 | \$63.53 | \$127.06 | \$77.96 | \$155.92 | | \$282.98 |
| Seeding | 0.8 | \$34.84 | \$27.87 | | | \$240.00 | \$267.87 |
| Totals | | | \$154.93 | | \$155.92 | \$240.00 | \$550.85 |

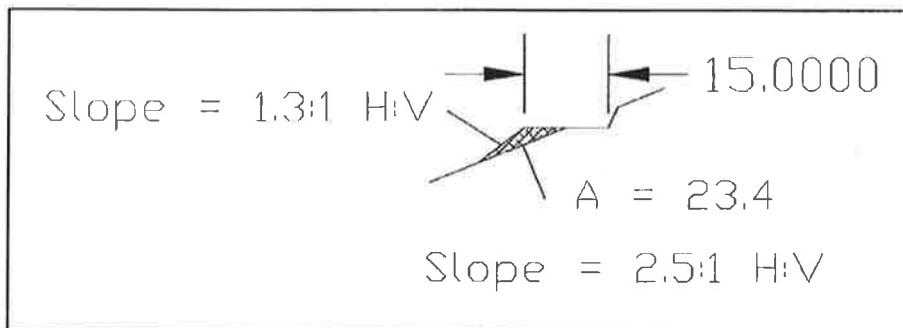
Roads

There are approximately 17,204 feet of roads to be reclaimed at the end of the mine life. The average width of the roads is assumed to be 15 feet. This will be about 5.9 acres of disturbance.

Assumptions;

- 17,204 feet x 15 feet ÷ 43,560 sq ft = 5.9 acres.
- Roads will be created using a balanced cut-to-fill.
- Average slope of ground is 2.5:1 H:V or 22 degrees.
- fill slope is angle of repose at 1.3:1 H:V;
- regrading is accomplished using the 325 excavator
- The roads will be hand seeded.

Cross sectional area of portal fill is shown below.



Excavator

- Bank Yards = 17,204 feet x 23.4 feet / 27 cu.ft./cy = 14,910 cy.
- Adding a “fluff factor” of 20% brings this number to 17,892 cy.
- Corrected production = 187 cy/hr.
- Hours required = 17,892 cy ÷ 187 cy/hr = 95.7 hours.

Exhibit 2

| Task | Hours | Labor rate (Hourly) | Total Labor (\$) | Equipment Rate (Hourly) | Total Equipment (\$) | Materials | Total for Task (\$) |
|---------------|-----------------|---------------------|-------------------|-------------------------|----------------------|----------------|---------------------|
| Regrade Roads | 95.7 | \$68.18 | \$6,524.83 | \$65.05 | \$6,225.28 | | \$12,750.11 |
| Seeding | 12 ⁴ | \$34.84 | \$418.08 | | | \$3,600 | \$4,018.08 |
| Totals | | | \$6,942.91 | | \$6,225.28 | \$3,600 | \$16,768.19 |

Well Abandonment

The well is estimated to be a maximum of 100 feet deep. The casing size will be 12-inch or less in diameter. Because of the small size of the well the cost will be based upon 4 hours of drilling rig rental with 2 hours of mobilization cost included.

Drill Rig cost will be $6 \times \$466.88 = \$2,801.28$

Miscellaneous materials will be \$500.00

Monitoring

Vegetation monitoring will be conducted once per year for 5 years, at a cost of \$1,000 dollars per visit for a total of \$5,000.

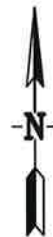
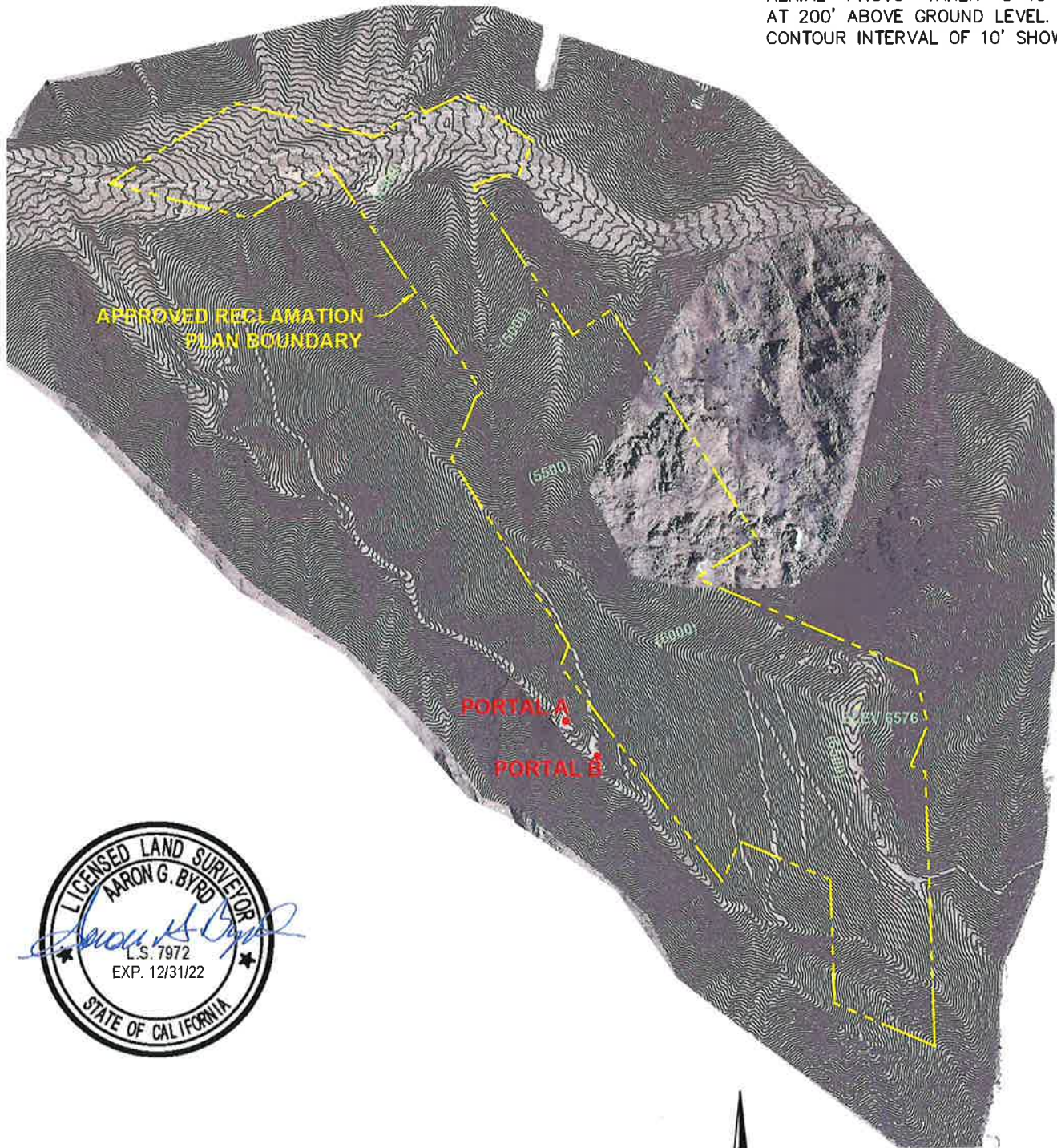
Mobilization/Demobilization of Equipment

Equipment will be mobilized from Ridgecrest, California.

⁴ Acreage is doubled to account for full road footprint disturbance including cuts and fills.

Exhibit 3 RADCLIFF/WORLDBEATER MINE COMPLEX

NOTE:
AERIAL PHOTO TAKEN 5-13-20
AT 200' ABOVE GROUND LEVEL.
CONTOUR INTERVAL OF 10' SHOWN.



SCALE: 1" = 800'



LAV Pinnacle Engineering
ENGINEERING • PLANNING • SURVEYING

12418 Rosedale Hwy., Suite A, Bakersfield, CA 93312
Phone: (661) 869-0184 Fax: (661) 885-4155

Exhibit 4



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Grand Junction, Colorado 81506

<https://www.blm.gov>



August 13, 2020

In Reply Refer To:

CACA-59060

9230(P)

LLCAD05000.51

Black Swan Advisors

Attn: Charles McLaughlin

P.O. Box 11179

Newport Beach, CA 92658

Mr. McLaughlin,

On June 9, 2020 you informed the Bureau of Land Management (BLM) Ridgecrest Field Office of two portals that were installed on BLM land near your patented land in an unsurveyed portion of Township 22 South, Range 43 East, Mount Diablo Meridian. These portals were constructed by a previous operator at the site without any BLM approval. You subsequently requested a meeting with Inyo County, the lead agency for the California Surface Mining and Reclamation Act (SMARA), California State Division of Mine Reclamation, and the BLM to discuss the portals. That meeting was held on July 7, 2020. At the meeting, the BLM informed you of the need to file a plan of operations in order to use those portals in a mining operation. After that meeting, you informed the BLM that you preferred to close the portals on BLM land.

You have stated that the closures will be closed by backfilling the adits and that the work will be done by a contractor who has previously worked with the BLM Abandoned Mine Land (AML) program. This letter requests additional information regarding the closures. Please provide to the BLM a closure plan that includes:

- 1) A detailed description of the closure method to be used including the proposed fill material, fill depth, and any measures used to compact the material.
- 2) A proposed schedule of closure activities including a timeframe to complete the closure.
- 3) Any measures proposed to protect resources within the vicinity of the portals.

Please note that since this action is taking place on public land managed by the Ridgecrest Field Office, approval is required prior to performing the work. This action is also subject to the requirements of the National Environmental Policy Act (NEPA). Supplying the requested closure plan in a timely manner will expedite our approval of this action.

Exhibit 4

If you have any questions about this information request, please contact Brian Ferwerda, Ridgecrest Field Office geologist, by phone at (760)384-5451, or by email at bferwerda@blm.gov.

Sincerely,
CARL
SYMONS
Carl B. Symons
Field Manager

Digitally signed by CARL
SYMONS
Date: 2020.08.13 11:33:11
-07'00'

cc:

(1) Ryan Smith-Standridge, Inyo County SMARA Coordinator

Exhibit 5

From: [Porter, Randall K](#)
To: [Porter, Randall K](#)
Subject: Fw: [EXTERNAL] RE: Radcliff Mine
Date: Monday, August 23, 2021 3:56:41 PM
Attachments: [image001.png](#)

CAUTION: This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

From: Will, Blair <bwill@kmtg.com>
Sent: Monday, August 23, 2021 3:40 PM
To: Porter, Randall K <rporter@blm.gov>
Cc: 'Andrew Heinemann' <aheinemann@benchmarkresources.com>
Subject: RE: [EXTERNAL] RE: Radcliff Mine

Hi Randy,

At present, the adits remain screened. BMC is seeking contractor bids for the work necessary to execute the closure plan submitted by Benchmark Resources. BMC hopes to have the contractor hired within a couple weeks. I will update you when we have an estimated date to conduct the work.

Please note that I have changed law firms and have new contact information. The Pioneer law group address is no longer active.

Best,
Blair



Blair W. Will : Attorney
Kronick Moskowitz Tiedemann & Girard | kmtg.com
office: 916.321.4500 | mobile: 619.757.6332

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From: Porter, Randall K <rporter@blm.gov>
Sent: Monday, August 23, 2021 3:23 PM
To: Blair Will <blair@pioneerlawgroup.net>
Subject: Re: [EXTERNAL] RE: Radcliff Mine

Mr. Will:
What is the news for closing the adits at Radcliff??

What will I find if I go see the adits we agreed to close??

Exhibit 5

Please respond

From: Blair Will <blair@pioneerlawgroup.net>
Sent: Friday, April 23, 2021 11:31 AM
To: Porter, Randall K <rporter@blm.gov>
Cc: Bickauskas, Thomas V <TBickaus@blm.gov>
Subject: [EXTERNAL] RE: Radcliff Mine

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Hello Randy,

Patricia Brown completed the bat exclusion action and it is her opinion that no bats remain in the Pruett Portals. She will be providing BLM with her closure report shortly.

Meanwhile, Andrew is designing the hard closure. The adits are installed in competent rock and, in general terms, the closure will include backfill with some reinforcement. I plan to have the closure design forwarded to you for review next week. I anticipate that document will be transmitted to you electronically.

Best regards,
Blair



Blair W. Will, Of Counsel
1122 S Street | Sacramento, CA 95811
Office 916.287.9500 | **Direct** 916.287.9506 | **Fax** 916.287.9515
blair@pioneerlawgroup.net | www.pioneerlawgroup.net

From: Porter, Randall K <rporter@blm.gov>
Sent: Wednesday, April 14, 2021 6:45 PM
To: Blair Will <blair@pioneerlawgroup.net>
Cc: Bickauskas, Thomas V <TBickaus@blm.gov>
Subject: Radcliff Mine

Mr. Blair:

Good Evening !

I thought you agreed to send us a written closure plan for the adit(s) at Radcliff. Are you going to do what you agreed? An email is a good start. But please also put (or have Bush Management put) a closure proposal in an envelope and mail it to

Exhibit 5

Ridgecrest Field Office
300 S. Richmond Rd
Ridgecrest, CA 93555

Thank you !

Exhibit 6

UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT
Ridgecrest Field Office

CATEGORICAL EXCLUSION REVIEW AND APPROVAL

Project Name: Radcliff Adits Remediation

NEPA Number: DOI-BLM-CA-D010-2021-0028-CX

Lead Preparer: Caroline Woods

Project Lead: Carl Symons

General Location: Inyo County, California

A. Project Description and Rationale, including Stipulations:

The Radcliff Mine is an underground gold prospect on private land (patented claims) and has a conditional use permit and reclamation plan approved by Inyo County. Two adits on adjacent public lands managed by the USDI Bureau of Land Management (BLM) were inadvertently created by previous operators outside of the parcel and permit boundaries without necessary BLM approvals. The mine owner intends to close the openings and reclaim the surface disturbance in a manner consistent with BLM land management objectives and reclamation standards and does not intend to operate from those adits by obtaining a permit from the BLM.

The proposal is to close the two mine adits for public health and safety. The method involves backfilling the adits with the native rock that was excavated, placed, and piled up directly outside each adit when the adits were originally excavated. The native rock will be used to create a "bulkhead backfill" by completely filling the opening to prevent human and wildlife access. Access to each mine feature to be remediated would be limited to existing routes. The proposed project would require transporting equipment, supplies and personnel from existing trails and/or roads to the two features. Access may be limited in some cases therefore requiring a small amount of trail or road improvements prior to construction. For example, an open route may have a wash out and a backhoe would be used to smooth the route for passage. Reclamation of disturbed areas will be done on completion of remediation including reseeding of the fill surface and borrow area. Revegetation would use native species common to the region and approved by the BLM.

The subject adits, hereafter referred to as "Adit A" and "Adit B," are located in a remote area of the western flank of the Panamint Range in Pleasant Canyon, approximately five (5) miles east of the town of Ballarat, in Inyo County, California (Appendix B-Figure 1, "Regional Location"). The adit locations can be seen on Attachment A, "Site Survey," are specifically at:

Exhibit 6

- Adit A: 36° 01' 26.66"N, 117° 07' 52.63" W
- Adit B: 36° 01' 26.96"N, 117° 07' 50.17" W

Elevation at the sites are approximately 5,500 feet (ft) and 5,600 ft, respectively. The site is accessed by following P-81, a BLM-designated public access but unmaintained dirt road, eastward from Ballarat for six (6) miles along Pleasant Canyon to Hope Canyon. Remediation for the sites will follow protective measure and stipulations (Appendix A).

An investigation of the conditions and use by the adits was completed on April 15 and 16, 2021 by a qualified biologist. The investigation included a survey for any occupation and installation of exclusion netting to preclude wildlife entry prior to the closure work. No bats were detected in Adit A, and one bat was detected in Adit B. The bat left Adit B, after which both Adit A and B were closed with chicken wire in April, to prevent any bats from entering either adit. **IF THE EXCLUSION WIRE HAS BEEN BREACHED, another survey of the adits for person(s) and/or wildlife must occur prior to closure.**

B. Plan Conformance

This action conforms to the following Land Use Plan: California Desert Conservation Area Plan, as amended.

Other applicable plans, regulations, and policies:

The Northern and Eastern Mojave Plan, 2002, an amendment to the CDCA Plan

Desert Renewable Energy Conservation Plan, 2016, an amendment to the CDCA Plan - The Proposed Action has been reviewed for conformance with this plan and is consistent with the type and degree of actions allowed under the Plan for this area.

C. Compliance with the National Environmental Policy Act

The action described above generally does not require the preparation of an environmental assessment (EA) or environmental impact statement (EIS), as it has been found to not individually or cumulatively have a significant effect on the human environment.

This Proposed Action qualifies as a categorical exclusion under Departmental Categorical Exclusions 516 DM 11.9 - J. Other:

- (8) Installation of minor devices to protect human life (e.g. grates across mines).
- (10) Removal of structures and materials of no historic value, such as abandoned automobiles, fences, and buildings, including those built in trespass and reclamation of the site when little or no surface disturbance is involved.

Exceptions to Categorical Exclusion Documentation

Exhibit 6

The action has been reviewed to determine if any of the below listed exceptions apply:

The project would:

| Exceptions | | |
|---|---------------------------|---|
| 1. Have significant impacts on public health or safety. | | |
| Yes | No X | <p>Rationale: <i>The proposed project will not have significant impacts on public health and safety. The project is located on previously disturbed land in the Panamint Mountains, Inyo County. There would be no hazardous or solid waste generated by remediating these mine features.</i></p> <p><i>Effects would be predominantly positive and related to preventing people from entering hazardous areas.</i></p> |
| 2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds; and other ecologically significant or critical areas. | | |
| Yes | No X | <p>Rationale: <i>The proposed action would not take place in any designated park, recreation or refuge lands, Wilderness or Wilderness Study Areas, proposed Prime or Unique Farmlands, national natural landmark areas or national monuments. No water sources are available for farming purposes. There would not be any runoff to surface or ground water as a result of this project. These mines are currently located within washes or where riparian areas would be found.</i></p> <p><i>This action would comply with relevant protection measures under the Migratory Bird Treaty Act, and associated federal regulations and BLM policies, and would not measurably affect any of the species regulated by those acts.</i></p> |
| 3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102 (2) (E)]. | | |

Exhibit 6

| | | |
|---|--------------------|--|
| Yes | No X | <p>Rationale: <i>The proposed action will not have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources.. In addition, the effects of the proposed actions on recreation, visual resources, biological resources and cultural resources are negligible.</i></p> <p><i>The effects of mine closures are well known and not controversial.</i></p> |
| <p>4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.</p> | | |
| Yes | No X | <p>Rationale: <i>Overall, the proposed ground disturbance and resultant environmental effects would be insignificant. New disturbance will be limited, which would limit any wind blown dust to a very small area and would be stabilized by the first rain fall</i></p> |
| <p>5. Establish a precedent for future action or represent a decision in principal about future actions with potentially significant environmental effects.</p> | | |
| Yes | No X | <p>Rationale: <i>The implementation of the proposed projects would have negligible cumulative effects on floodplains, wetland/riparian zones, environmental justice, water quality (surface/ ground), and energy. The effects of the proposed actions on recreation, visual resources, biological resources and cultural resources are also negligible.</i></p> |
| <p>6. Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.</p> | | |
| Yes | No X | <p>Rationale: <i>The proposed action is not related to other past, present or reasonably foreseeable actions likely to result in any significant impacts. The area has been previously disturbed by mineral exploration and mining. Overall, the proposed ground disturbance and resultant environmental effects would be minimal.</i></p> |
| <p>7. Have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places as determined by either the bureau or office.</p> | | |

Exhibit 6

| | | |
|---|-----------------------|---|
| Yes | No X | Rationale: <i>The Cultural Findings are- Appendix A, Exempt Undertakings, Class B Activities: Activity B-4: Hazards abatement, including elimination of toxic waste sites, filling, barricading, or screening of abandoned mine shafts, and stopes where such features are not historic or contributing properties. The exemption number is: CA-650-EX-2021-16.</i> |
| 8. Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species. | | |
| Yes | No X | Rationale: <i>The project would not have a significant impact on any current threatened, endangered or proposed to be listed wildlife species. No federally listed plants occur in the vicinity. Implementation of mitigation measures will ensure that there is a No Effect for any federally listed species.</i> |
| 9. Violate a Federal law, or a State, local or tribal law or requirement imposed for the protection of the environment. | | |
| Yes | No X | Rationale: <i>The proposed action does not violate Federal, State, and local laws or requirements for the protection of the environment.</i> |
| 10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898). | | |
| Yes | No X | Rationale: <i>The proposed action is a part of the BLM's plan to mitigate and remediate physical safety hazards. The project would not detrimentally affect the minority and low-income populations of local communities. The project would not have disproportionate effects on low-income or minority populations because it is located in a remote uninhabited area of Inyo County.</i> |
| 11. Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007). | | |
| Yes | No X | Rationale: <i>Based upon the past 15 years of Tribal consultation by the BLM with Tribes within the region, there are no sacred sites, or any other significant Tribal cultural resources made known to the BLM that occur within the project area.</i> |

Exhibit 6

| | | |
|---|--|--|
| 12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112). | | |
| Yes | No <input checked="" type="checkbox"/> | Rationale: <i>The proposed action would not involve clearing of vegetation. Design features would include washing and/or inspection of all equipment prior to entering and exiting the project site; this would prevent any non-invasive species from being introduced and/or spread in the project area.</i> |

Land Use Plan Conformance and Categorical Exclusion Review Record

| Resource | Assigned Specialist Signature | Date |
|--|-------------------------------|-----------|
| Air Quality | C.Woods | 7/21/2021 |
| Areas of Critical Environmental Concern | C.Woods | 7/9/2021 |
| Cultural Resources | D. Storm | 7/21/2021 |
| Environmental Justice | C.Woods | 7/9/2021 |
| Farm Lands (prime or unique) | C.Woods | 7/9/2021 |
| Floodplains | C. Helms | 7/12/2021 |
| Invasive, Non-native Species | C.Woods | 7/21/2021 |
| Native American Religious Concerns | D. Storm | 7/21/2021 |
| Threatened, Endangered, or Candidate Species | C.Helms | 7/12/2021 |
| Wastes (hazardous or solid) | C.Woods | 7/21/2021 |
| Water Quality (drinking or ground) | C Helms | 7/12/2021 |
| Wetlands / Riparian Zones | C.Helms | 7/12/2021 |
| Wild and Scenic Rivers | C.Woods | 7/9/2021 |
| Wilderness | C.Beck | 7/21/2021 |
| Other: | | |

Exhibit 6

NOTE: Each item of the review record should be completed by the assigned resource specialist. The Team Leader, NEPA Coordinator or authorized officer may sign the review record when they are acting as a specialist.

Environmental Coordinator: Caroline Woods Date: 7/21/2021

Approval and Decision

Based on a review of this AML Remediation project described above (DOI-BLM-CA-D010-2021-0028-CX) and field office staff recommendations, I have determined that the project is in conformance with the land use plan and is categorically excluded from further environmental analysis. It is my decision to approve the action as proposed, with the following stipulations (see below Appendix A):

Authorized Officer: **CARL SYMONS** Digitally signed by CARL SYMONS
Date: 2021.07.21 11:22:39 -07'00' Date: _____

Exhibit 6

Appendix A: STIPULATIONS / CONDITIONS OF APPROVAL

Biological stipulations

1. General

- a. If special-status biological resources are found (burrows, etc.), they will be flagged for avoidance. Please notify BLM biologist with any questions.
- b. Construction equipment and vehicles should be washed off prior to ingress onto to minimize spread of invasive seeds.
- c. All trash and food items shall be promptly contained within closed, raven-proof containers or placed out of sight in vehicles with closed windows.
- d. Soil disturbance will be minimized, when possible, shrubs should be crushed rather than bladed, and previously disturbed areas within the project site shall be utilized for parking vehicles and storing equipment.

2. Nesting Birds

- a. Let the biologist know if the proposed action occurs during the general bird-nesting season (March 1 through August 31), because a pre-construction nesting survey should be conducted.
- a. Bird nests should be avoided. Shrubs with nests in them should not be severely trimmed back. If work takes place during breeding season and an active nest is found, the BLM should be notified.

3. Bats

- a. Remediate features as recommended by Dr. Pat Brown Berry (per her data sheets).

4. Recommended Closure Techniques

- d. A few nights prior to hard closure, the features that require wildlife exclusions must be watched and excluded with chicken wire, at least an hour before to an hour after sunset.
- e. If the exclusion has been breached before closure, a second wildlife sweep must be made to ensure no wildlife moved back into the adits.

Exhibit 6

Appendix B: Proposal including a Map of location

TECHNICAL MEMORANDUM

ADIT CLOSURE

ADJACENT TO RADCLIFF MINE

The Radcliff Mine is an underground gold prospect on private land (patented claims) and has a conditional use permit and reclamation plan approved by Inyo County. Two adits on adjacent public lands managed by the USDJ Bureau of Land Management (BLM) were inadvertently created by previous operators outside of the parcel and permit boundaries without necessary BLM approvals. The mine owner intends to close the openings and reclaim the surface disturbance in a manner consistent with BLM land management objectives and reclamation standards and does not intend to operate from those adits by obtaining a permit from the BLM.

This Technical Memorandum provides a recommended approach to securing the adit openings in a manner similar to methods already provided in the Radcliff Mine reclamation plan. The method involves backfilling the adits with the native rock that was excavated, placed, and piled up directly outside each adit when the adits were originally excavated. The native rock will be used to create a "bulkhead backfill" by completely filling the opening to prevent human and wildlife access.

LOCATION

The subject adits, hereafter referred to as "Adit A" and "Adit B," are located in a remote area of the western flank of the Panamint Range in Pleasant Canyon, approximately five (5) miles east of the town of Ballarat, in Inyo County, California (Figure 1, "Regional Location"). The adit locations can be seen on Attachment A, "Site Survey," are specifically at:

- Adit A: 36° 01' 26.66"N, 117° 07' 52.63" W
- Adit B: 36° 01' 26.96"N, 117° 07' 50.17" W

Elevation at the sites are approximately 5,500 feet (ft) and 5,600 ft, respectively. The site is accessed by following P-81, a BLM-designated public access but unmaintained dirt road, eastward from Ballarat for six (6) miles along Pleasant Canyon to Hope Canyon.

GENERAL GEOLOGY

Topography at the Radcliff Mine is extremely rugged, with slope angles ranging from 35° to 75°. Elevations vary from 6,580 ft at the top of the hill above the Radcliff glory hole, to 4,530 ft at the Clair Camp in Pleasant Canyon, constituting a difference of 2,050 vertical ft. Vegetation is sparse in this arid region and the rocky terrain. There is little or no topsoil throughout the site area, and any occurrence is generally only along stream valleys at lower elevations. Mineralization occurs within quartz-sulfide veins, disseminated sulfides, and locally massive sulfides, emplaced along zones of shearing and dilatancy within argillite and amphibolite units of the Limekiln Spring Member of the Kingston Peak Formation. These units structurally and unconformably overlie quartzofeldspathic gneisses and granites of the World Beater complex. Quartz veins and shear zones within the gneiss complex may also be mineralized. The argillites and amphibolites are conformably overlain by quartzite and diamictite units, which are upper members of the Kingston Peak Formation. The adits appear to be within the argillites, amphibolites, and the quartzite and diamictite. The host rock appears to be very stable with stable back and ribs of the adits. No water is present in either of the adits.

Exhibit 6

EXISTING CONDITIONS

Adits A and B have openings that are approximately 12 feet high and 12 feet wide. The openings are gated, and some limited equipment exists. Excavated rock was piled near the entrances in adequate quantities to support the closure. The rock is the same geologic material as observed on the Radcliff Mine property, whereas studies of this material have indicated that the material is neither acid forming nor containing elevated levels of any deleterious elements that would create acid rock drainage. No water was observed anywhere inside or around either of the adits. No special management practices are therefore required to address potential exposure or water quality.

WILDLIFE INVESTIGATION

An investigation of the conditions and use by the adits was completed on April 15 and 16, 2021 by a qualified biologist. The investigation included a survey for any occupation and installation of exclusion netting to preclude wildlife entry prior to the closure work. No bats were detected in Adit A, and one bat was detected in Adit B. The bat left Adit B, after which both Adit A and B were closed with chicken wire to prevent any bats from entering either adit. See Attachment B, "Wildlife Exclusion Report."

BULKHEAD CLOSURE PLAN

A single bulkhead backfill will be constructed across both horizontal to sub-horizontal mine openings. The bulkhead will provide a secure seal that completely eliminates access into the adits and is suited for sites like this that do not require access for wildlife or natural airflow. Future entry into the mine opening for mineral exploration or historical purposes would still be possible by demolition of the bulkhead.

The fill will be comprised of native rock recovered from rock piles directly outside of each adit. Prior to installation, loose rock around the perimeter of the opening, including the floor, should be removed to ensure a stable foundation. Uneven floors may need to be leveled and smoothed. The seal between the foundation, back (roof), walls, and the bulkhead will be tight. The fill will be watered to optimum moisture levels for compaction during the construction of the bulkhead backfill. Fill will be compacted as it is placed.

The backfill will be placed as shown in Figure 2, "Bulkhead Adit Backfill." Each adit will receive a length of fill that is 3 times the height of the adit or 36 feet. Once the length and height of fill within the adit are met, a 2:1 slope will be developed and compacted, at the portal entrance creating the bulkhead. Each adit is calculated to require approximately 192 cubic yards of fill material. No drainage pipes will be installed as there is not any water present at either of the adits.

REVEGETATION

While there is little native vegetation cover, reseeding of the fill surface and borrow area will be completed to assist in controlling erosion of the closure. Revegetation would use native species common to the region. The planned seed list is shown in Table 1, "Revegetation Seed List."

TABLE 1
REVEGETATION SEED LIST¹

| Common Name | PLS lbs/acre |
|---------------------|--------------|
| Shadscale saltbrush | 2.00 |
| Spiny hopsage | 1.00 |
| Rabbitbrush | 0.25 |
| Mormon tea | 1.00 |
| Winterfat | 1.00 |

Exhibit 6

| Common Name | PLS lbs/acre |
|---------------------------------------|--------------|
| California Buckwheat | 1.00 |
| Galleta grass | 1.00 |
| Indian ricegrass | 2.00 |
| Needlegrass | 0.25 |
| Total: 9.5 Pounds PLS per Acre | |

Notes: PLS= Pure Live Seed.

¹ Minor species and/or quantity adjustment may be made based on test plot results or availability at the time of purchase.

Seeding will take place in the first fall after closure is completed and when there is sufficient moisture and soil development to optimize survival and growth.

Attachments

Figure 1, "Regional Location"

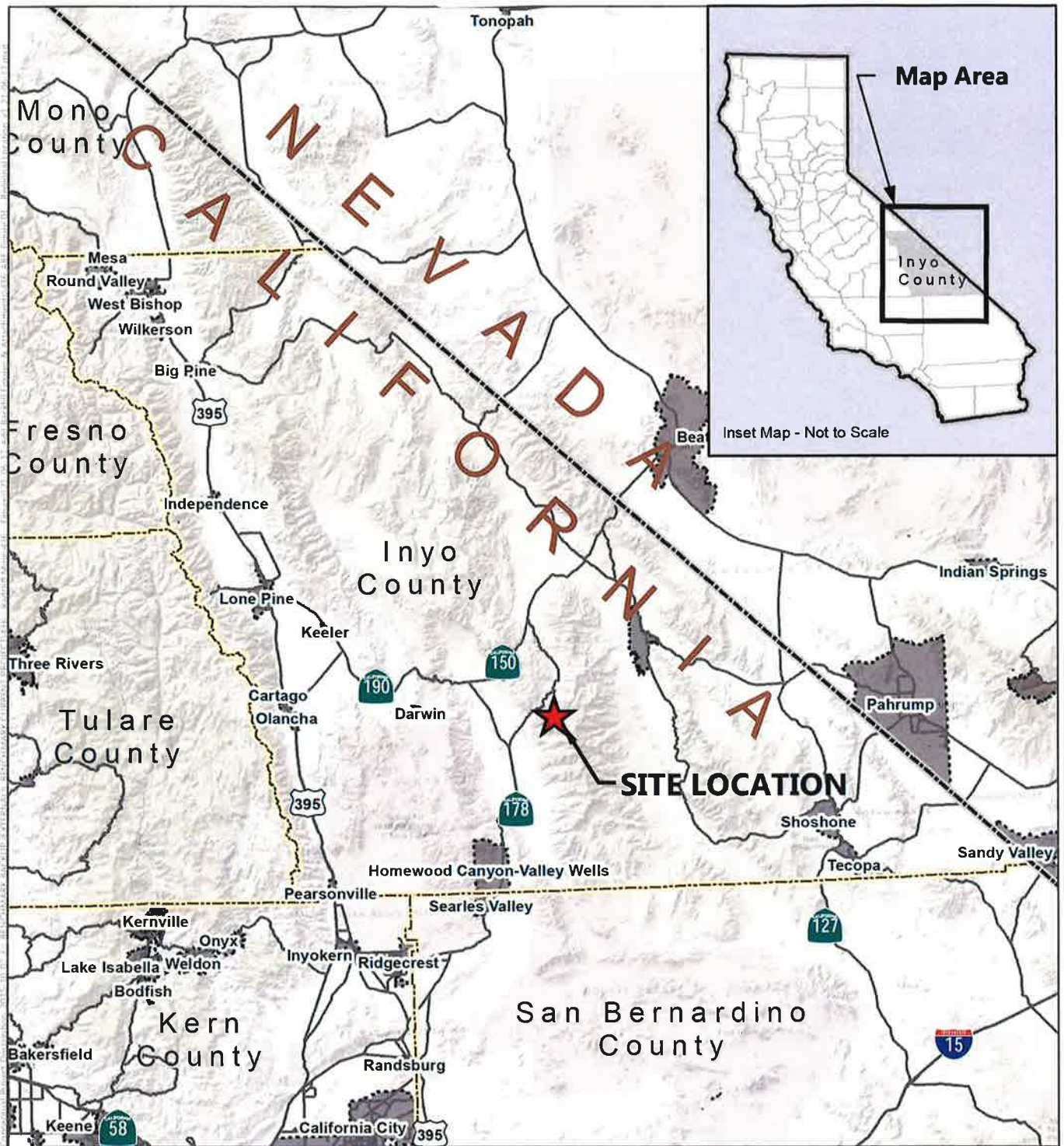
Figure 2, "Bulkhead Adit Backfill"

Attachment A "Site Survey"

Attachment B, "Wildlife Exclusion Report"

Exhibit 6

FIGURES



SOURCES: ESRI World Shaded Relief accessed June 2021, ESRI World Topographic Map accessed June 2021; ESRI World Streetmap, 2009; compiled by Benchmark Resources in 2021.







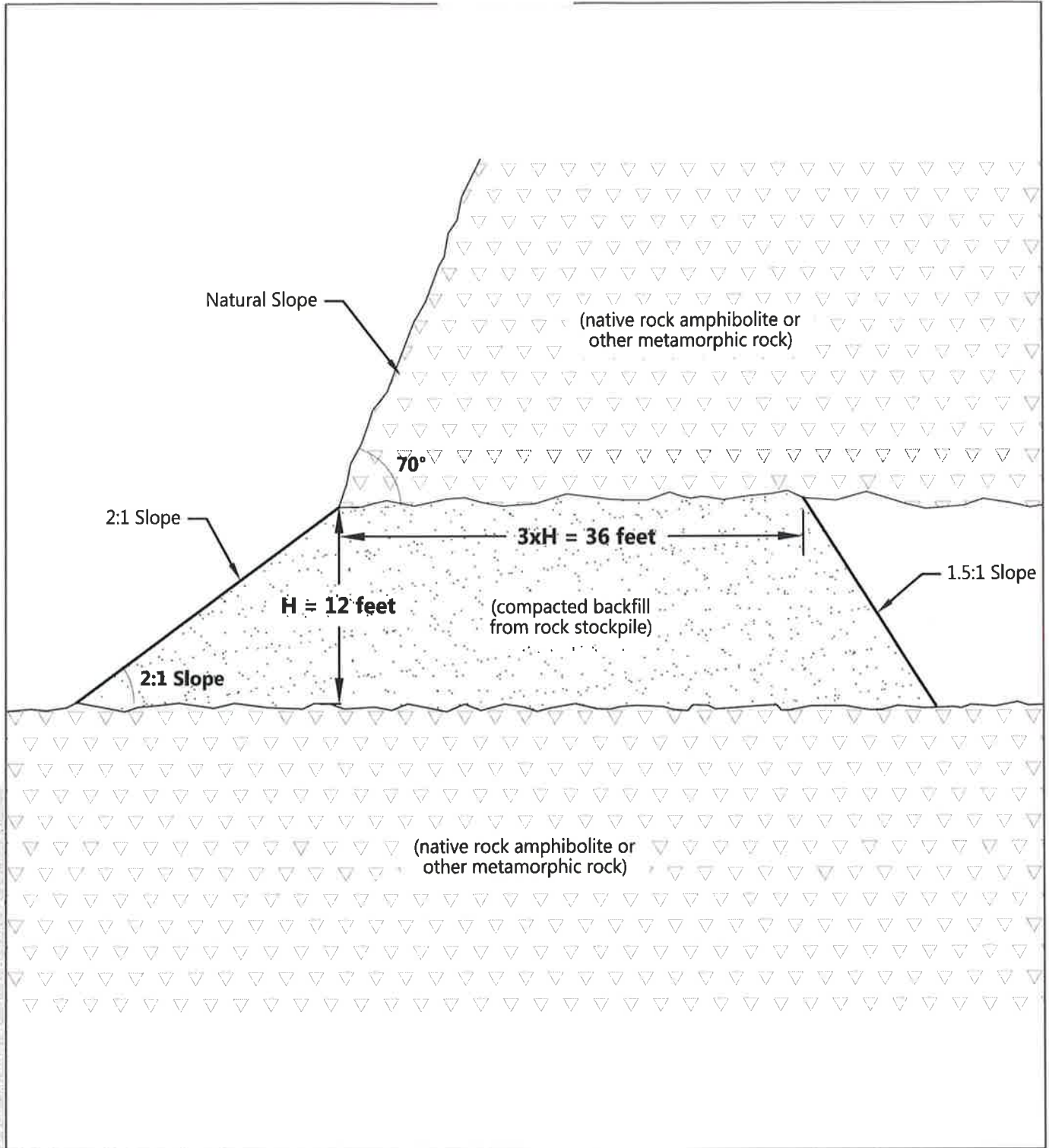
-  Site Location
-  California State Boundary
-  County Boundary
-  Highway
-  City
-  Water Body

Exhibit 6



SOURCE: compiled by Benchmark Resources in 2021

NOTES:

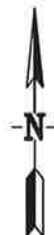
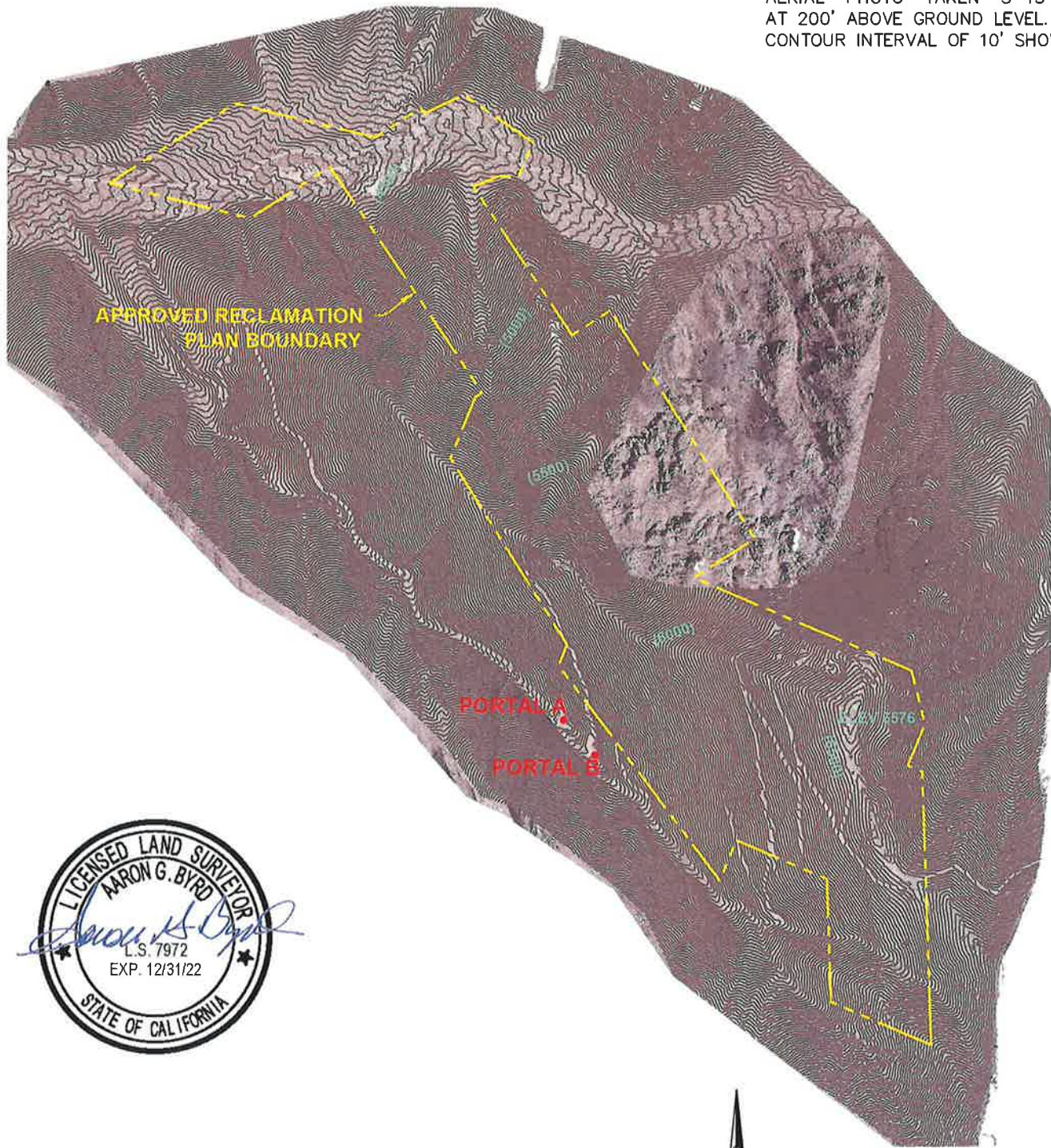
1. Figure not to scale.

Exhibit 6

ATTACHMENTS A—SITE SURVEY

RADCLIFF/WORLDBEATER MINE COMPLEX

NOTE:
AERIAL PHOTO TAKEN 5-13-20
AT 200' ABOVE GROUND LEVEL.
CONTOUR INTERVAL OF 10' SHOWN.



SCALE: 1" = 800'



LAV// Pinnacle Engineering

ENGINEERING • PLANNING • SURVEYING

12418 Rosedale Hwy., Suite A, Bakersfield, CA 93312
Phone: (661) 869-0184 Fax: (661) 885-4155

Exhibit 6

ATTACHMENTS B—WILDLIFE EXCLUSION REPORT

Exhibit 6



April 21, 2021

From: Patricia Brown, Ph.D.

134 Eagle Vista, Bishop, CA 93514

760 920 3975

Patbobbat@aol.com

To: John Hagestad

Bush Management Company

Regarding: Results of Wildlife Exclusion from the Radcliff Mine, Pruetts Portals

On April 15 and 16, we conducted wildlife exclusions of the two Pruetts Portals as described in the proposal of March 31, 2021. Since no advance preparation of the portals had been done prior to our arrival, the job took more time and required more assistance. The chain link mine gate and other potential access areas around the sides and top of the mine portal were covered with half inch hardware cloth to block the entry and exit of bats, leaving only the areas open above the gate on the lower portal and a side "window" on the upper portal for their access. These were covered with one inch chicken wire after we finished watching for exiting bats on April 15 and opened again before dark on April 16. These temporary access areas were sealed with one inch chicken wire after the exclusion was completed around 2300 hours on April 16. One inch chicken wire was chosen because most bat species caught inside the mine could squeeze through the openings if trapped inside the mine but would likely be deterred from entering.

On April 15, we entered the mine adits and searched visually for bats and other wildlife. With numerous drill holes and crevices in the mines, bats of many local species are usually hard to observe. We did not see any bats or other wildlife. We placed two ultrasonic bat detectors inside each adit (one near the portal and one near the face) to record echolocation signals (with a time stamp) of bats flying inside the mine. These

Exhibit 6

were left operating in the mine until the following evening. At dusk on April 15, we watched each adit with night vision goggles, augmented by UV light sources for at least 120 minutes. No bats exited from the lower portal. Inside the upper portal, a California myotis (*Myotis californicus*) was observed circling behind the hardware cloth for over 90 minutes, until it finally exited via the side "window". No other bats were observed exiting, but two other myotis and a Townsend's big-eared bat (*Corynorhinus townsendii*) approached the portals from up the canyon and attempted to enter the screened area over the gate before flying away down the canyon. They did not discover the open side "window".

The following afternoon, I entered the adits, searched for visible bats and retrieved the bat detectors. The detector data cards were downloaded on a laptop computer and analyzed for bat signals. No signals were recorded on either detector in the lower portal. Multiple California myotis signals were recorded within the upper adit for 90 minutes after dark on April 15 (until about the time that the bat exited). The detectors were left in the upper adit until they were retrieved on April 16 at the end of watching that adit. No more echolocation signals were recorded.

At dusk on April 16, we opened the areas of both portals covered with chicken wire and watched for exiting bats with night vision goggles for another night. No bats emerged from either portal. The chicken wire was firmly attached and other areas between boards or beams that bats could crawl through to enter the mine were sealed with hardware cloth. The hard closure by your company should ideally be completed within the next week before these barriers that have been placed over the mines are opened by people or other sources of site disturbance.

Sincerely,

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

Patricia Brown, Ph.D.

Exhibit 7

From: [Wrobel, Bart - MSHA](#)
To: [Ryan Smith-Standridge](#)
Subject: 04-05839 Rad Clift Mine
Date: Wednesday, September 8, 2021 9:18:09 AM
Attachments: [image001.png](#)
[04-05839 209 Closure...pdf](#)

CAUTION: This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

*Here is the Closure form filled out for 04-05839 Rad Clift Mine.
MSHA has not had this operation on our books since December of 2016*

Bart Wrobel

Supervisory MSHA
Henderson, NV
Office 702-558-4665
Direct 702-800-8405
Cell 702-521-4362



"Protecting Miners' Safety and Health since 1978"

"This email and any files transmitted with it may be confidential and are intended solely for the use of the individual or entity to which they are addressed. This communication may contain material that is privileged or otherwise protected from disclosure. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited."

Mine Information Form
Page 1

Reset Form

Exhibit 7
U.S. Department of Labor
Mine Safety and Health Administration



AS

| | |
|--------|--|
| New | All fields are required |
| Change | <input checked="" type="checkbox"/> The Mine ID Number is required, otherwise fill out only those fields that have changed |

1. MSHA Mine ID Number: **04 - 05839**

2. Operating Company Name: PRUETT BALLARAT INC

3. Mine or Mill Name: RADCLIFF MINE

| | | | |
|------------------------------|--|--|---|
| 3a. Mine Emergency Phone No. | 4. Type of Operation COAL <input type="checkbox"/> Metal / Non-Metal <input type="checkbox"/> | 5. Portable Operation <input type="checkbox"/> | 6. Primary Mine Type Underground <input type="checkbox"/> Surface <input type="checkbox"/> Facility <input type="checkbox"/> |
|------------------------------|--|--|---|

| | | | |
|----------------------|----------------|-----------------|--|
| 7. MSHA Office Code: | 8a. Work Group | 8b. Travel Area | 9. Nearest Town, Landmark, or Post Office: |
|----------------------|----------------|-----------------|--|

| | | | |
|--|-------------------------|-----------------------------|-------------------------------|
| 10. County Name Where Mine is Located: | 11. State Abbreviation: | 12. Cong. Dist. (Coal Only) | 13. Mileage from Field Office |
|--|-------------------------|-----------------------------|-------------------------------|

14. Directions to Operation from Field Inspection Office:

15. Total Employees:

16. Schedule of Operation:
a. Hours per Production Shift _____ b. Production Shifts per Day _____ c. Maint. Shifts per Day _____ d. Work Days per Week _____

17. Longitude and Latitude:
a. Longitude: Degrees _____ Minutes _____ Seconds _____ b. Latitude: Degrees _____ Minutes _____ Seconds _____

18. Mine Status
New Mine Active Intermittent Non-Producing Abandoned Temporarily Idle Abandoned Sealed (COAL ONLY)

19. Status Date (mm/dd/yyyy) **12/20/2016**

20. Types of Minerals being Extracted or Processed:
a. Primary Commodity _____ b. Secondary Commodity (Optional) _____
c. Other Commodities (Optional) _____

21. Mine Characteristics: a. Applicable to ALL MINES (Check all that apply)

Auger Dredge Laboratory Mill / Prep Plant / Loading Dock Open Pit / Strip Shop or Yard Remaining Culm Bank/ Refuse Pile/Tailings

b. Applicable to COAL MINES Only
Highwall Miner

c. Applicable to METAL and NON-METAL MINES Only
Adit Block Caving Cut and Fill Dimensions Quarry Longwall
Shaft Slope Heap Leaching In-Situ Leaching Room & Pillar

22. Other Mine Information: a. Applicable to ALL MINES (check all that apply)

103(l) Status: Ignition Hazard 5 Day 10 Day 15 Day Removed Date entered 103(l) status (mm/dd/yyyy) _____

Explosives Used Explosives Stored on Surface Explosives Stored Underground Treasury Permit/License

Government Owned Government Operated Mine Rescue Station at Mine Safety Committee at Mine Methane Liberation: _____ cubic ft/24 hrs

b. Applicable to Coal Mines ONLY

No. of Producing Pits _____ No. of Non-Producing Pits _____ No. of Drift Openings _____ No. of Slope Openings _____ No. of Shaft Openings _____ Average Daily Coal Production _____ tons

Primary Coal Bed Name: _____ Average Mine Height (inches): _____ Surface Mines: CH4/O2 Test Required Requires Underground Plans where Non-producing (YorN)

c. Applicable to METAL and NONMETAL MINES ONLY

Mine Gas Category: _____ No. of Impoundments: _____ No. of Escapeways to Surface: _____ No. of Hoists: _____ No. of Refuge Chambers: _____

Associated Cement Mill: Kilns: Electrowining as Part of Milling: Produces Ground Silica as a Product: Hazardous Waste Burned as Fuel: Channel Burners: Wire Saws:

Metal Refinery as Part of Milling: Retort Roaster Mechanical Ventilation for Underground Mine: Natural Ventilation for Underground Mine

Mine Information Form

Page 2

Exhibit 7

U.S. Department of Labor

Mine Safety and Health Administration



MINE - ID

04 - 05839

23. Quarterly Report Mailing Address

First Name _____ Middle Initial _____ Last Name _____

Street Address _____

P.O. Box _____

City _____ State _____ Zip Code _____

Phone No. _____ Fax No. _____

24. Mailing Address for Respirable Dust Materials (COAL ONLY)

First Name _____ Middle Initial _____ Last Name _____

Street Address _____

P.O. Box _____

City _____ State _____ Zip Code _____

Phone No. _____ Fax No. _____

25. Miner's Representative Information (for transmittal of documents)

(Use separate paper for more than one Miner's Representative)

First Name _____ Middle Initial _____ Last Name _____

Street Address _____

P.O. Box _____

City _____ State _____ Zip Code _____

Phone No. _____ Fax No. _____

26. Union Information

(Use separate paper for more than one Union Local Information)

Union Name _____ Local Union Number _____ Union Abbreviation _____

Start Date: (mm/dd/yyyy) _____

End Date: (mm/dd/yyyy) _____

Union Name _____ Local Union Number _____ Union Abbreviation _____

Start Date: (mm/dd/yyyy) _____

End Date: (mm/dd/yyyy) _____

27. Submitted By

AR Number 4080 _____ Date 03/09/2017 _____

AR Name: Miles D. Frandsen _____

Exhibit 8

Adit # 4

029

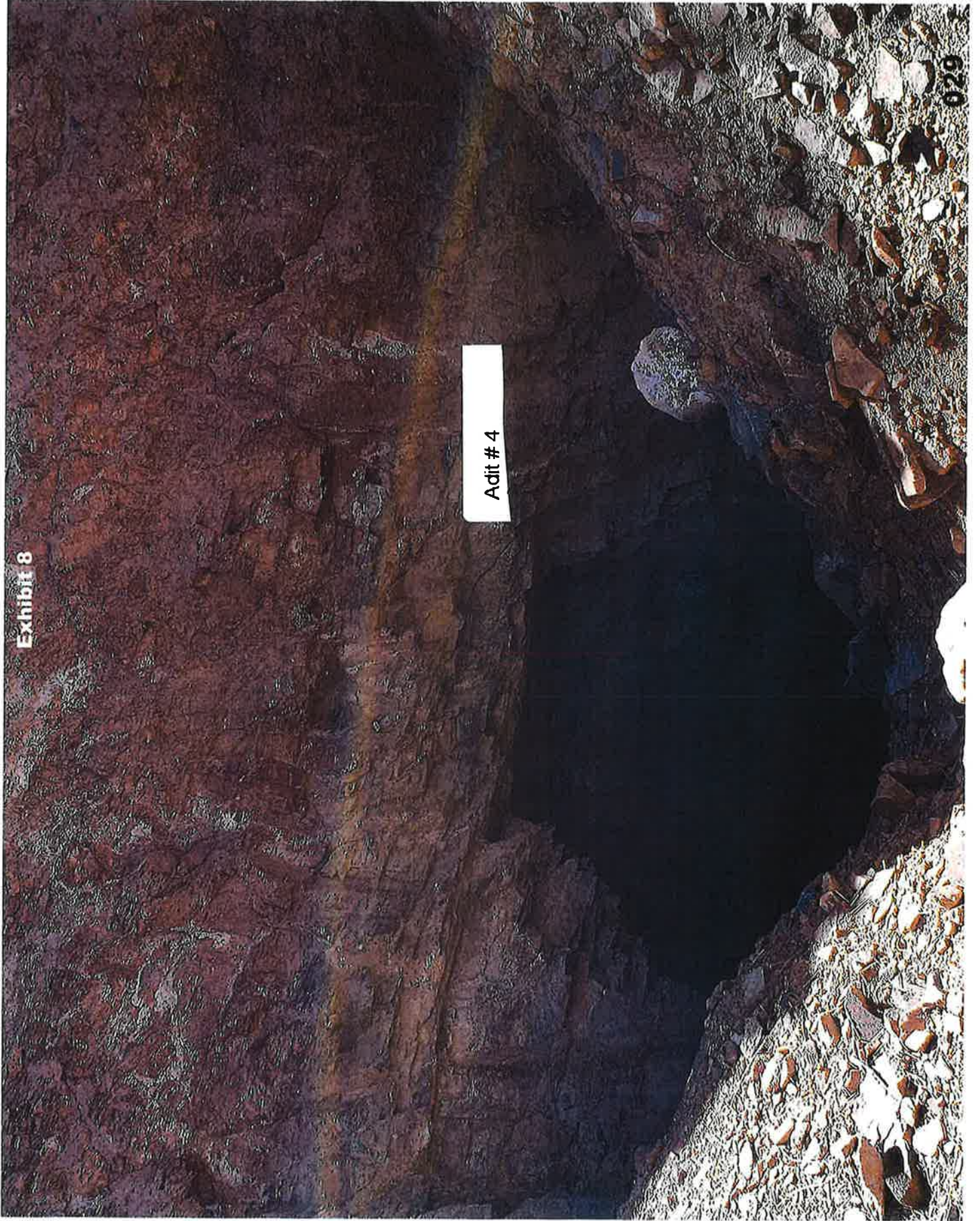




Exhibit 8

Adit #5

Exhibit 8



Adit #5

034

Exhibit 8

Adit # 3

037

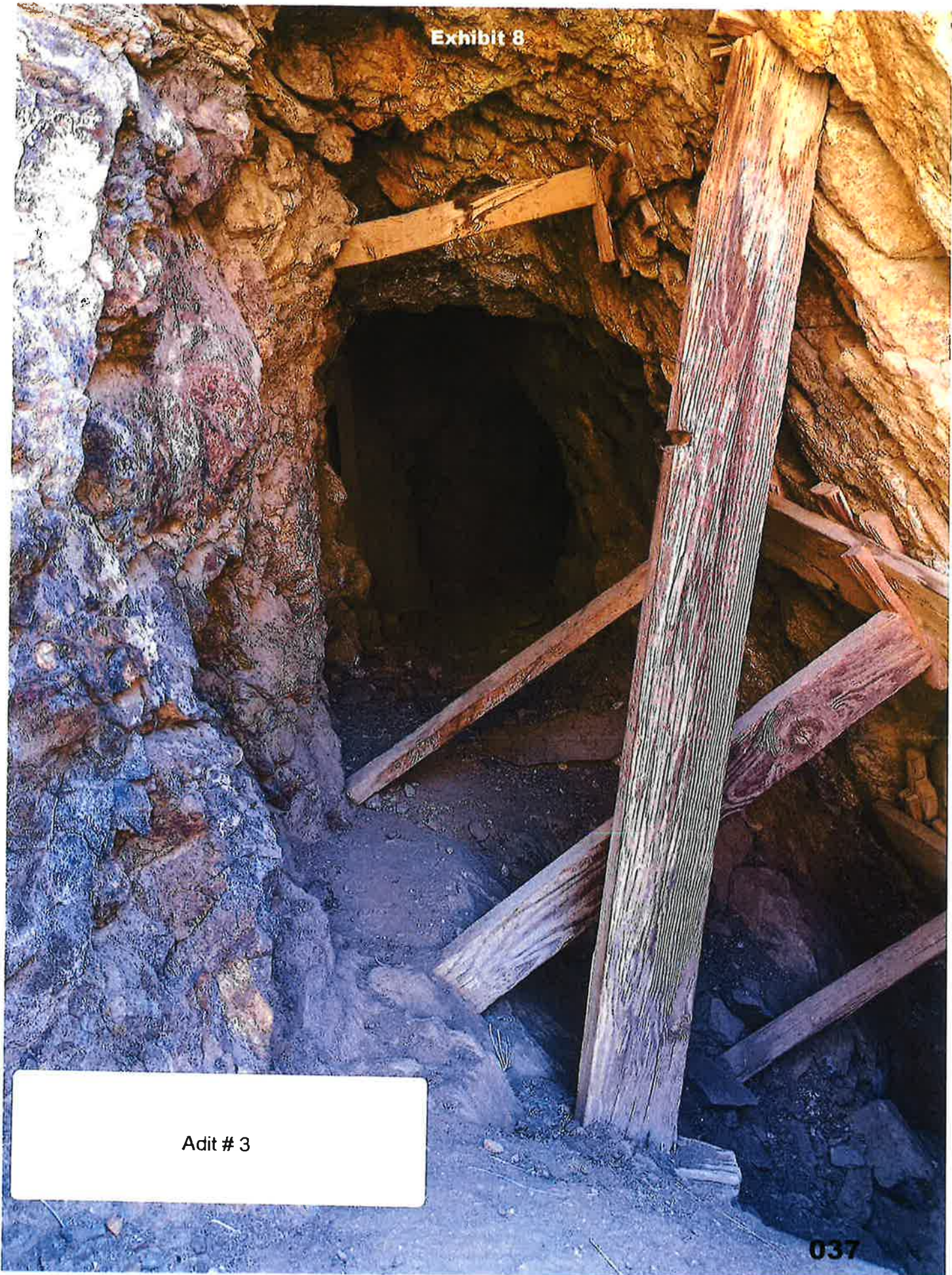


Exhibit 8

Adit # 3

038





Inyo Council for the Arts

February 14, 2022

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 for the State and Local Partners grant. Dates covered by this resolution/grant are July 1st 2022 through June 30th 2023.

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: _____