

Agenda



County of Inyo Board of Supervisors

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

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

Public Comment may be provided two ways: emailing the comments prior to the meeting, or emailing comments for individual agenda items by the time the staff report for that item has ended. At that point, all emailed comments will be read into the record, and the Board of Supervisors will take that feedback into consideration as it deliberates. Please send comments for Board of Supervisors meetings and individual agenda items to boardclerk@inyocounty.us.

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.

April 14, 2020 - 8:30 AM

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

CONSENT AGENDA (Approval recommended by the County Administrator)

5. **County Administrator** - Request Board approve the contract between the County of Inyo and Jarrett Michael Schneider, for Personal Services for the term of April 15, 2020 through June 30, 2021, for a total amount not to exceed \$30,000, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.
6. **Health & Human Services - Fiscal** - Request Board approve Health and Human Services' participation in the Medi-Cal Inmate Program and authorize the HHS Director to sign the county participation form and participation agreement for Fiscal Years 2020-2021, 2021-2022, and 2022-2023, contingent on upon approval of future budgets.

7. **Planning Department** - Request Board approve Amendment No. 3 to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for the provision of hydrological services, to amend all Sections relating to the Term of the agreement to be April 25, 2017 to April 25, 2021, contingent upon adoption of future budgets, and authorize the Chairperson to sign.

8. **Public Works** - Request Board approve Amendment No. 1 to the Lease Agreement between the County of Inyo and Supattra Bergstrom, assigning Ms. Bergstrom's lease to Robert Nash for the operation of the Thai Thai Restaurant, located at Bishop Airport, Bishop, CA, as provided for in section thirty (30) of the current lease; and authorize the Chairperson to sign the Lease Agreement contingent upon the appropriate signatures being obtained and contingent upon the adoption of future budgets.

9. **Public Works** - Request Board: A) approve the 2019/2020 Federal Apportionment Program Federal Exchange and State Match Program, Agreement No. X20-5948(099), with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not-to-exceed amount of \$773,353; and B) authorize the Chairperson to sign.

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

10. **Public Works** - Request Board review and approve the 2019-2024 Capital Improvement Program with an emphasis on the 2020-2021 Road Maintenance and Rehabilitation Program Funded Road Projects.

11. **Health & Human Services - Social Services** - Request Board ratify and approve Amendment No. 1 to the contract between the County of Inyo and Life Remedies and Celebrations of Corning, CA, increasing the contract to an amount not to exceed \$251,400.00, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

12. **Planning Department** - Request Board receive presentation on the Federal Energy Regulatory Commission's (FERC) granting of a Preliminary Permit for the Haiwee Project (pumped storage facility) and provide direction to staff regarding the County's interest in sending a request for a rehearing.

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

13. **California Fish and Game Commission** - Notice of Change of Location of Discussion/Adoption Hearing for Mammal Hunting (OAL Notice Number Z-2019-1224-05), Waterfowl (annual) (OAL Notice Number Z-2019-1224-07), Upper Klamath-Trinity spring Chinook salmon Sport Fishing (Certificate of Compliance) (OAL Notice Number Z-2019-1231-02), Central Valley Sport Fishing (annual) (OAL Notice Number Z-2019-1231-03), Klamath River Basin Sport Fishing (annual) (OAL Notice Number Z-2019-1231-04) and Public Use of Department of Fish and Wildlife Lands (OAL Notice Number Z-2020-0114-02).

CLOSED SESSION

14. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – Name of case: *Inyo County v. Wilder Barton Inc.* (Case No. SICVCV 19-64071).

15. **CONFERENCE WITH COUNTY’S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff’s Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators’ Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

OPEN SESSION

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



County of Inyo



County Administrator

CONSENT - ACTION REQUIRED

MEETING: April 14, 2020

FROM: Denelle Carrington

SUBJECT: Approval of Contract between the County of Inyo and Jarrett Michael Schneider for the provision of Personal Services as a County Officer.

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Jarrett Michael Schneider, for Personal Services for the term of April 15, 2020 through June 30, 2021, for a total amount not to exceed \$30,000, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

This position became vacant on April 14, 2020 and needed to be filled so that the duties of the Coroner's Office could be covered, as it is a 24/7, 365 days a year commitment. With the increase in cases, filling the position quickly is imperative. This position does not participate in PERS.

The start date for this contract is listed as April 15, 2020, however, the actual start date of this position is contingent upon the completion of all proper paperwork and the completion of the employee physical and background check that is a requirement in the contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract, however this is not recommended as the services provided by this position are critical to the Coroner function.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funding for this position is included in the Coroners Budget (023500) in the Salaries and Benefits object codes.

ATTACHMENTS:

1. Schneider Contract 2020-2021

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington
Marshall Rudolph
Amy Shepherd
Clint Quilter

Created/Initiated - 4/3/2020
Approved - 4/7/2020
Approved - 4/8/2020
Approved - 4/8/2020
Approved - 4/8/2020
Final Approval - 4/8/2020

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

INTRODUCTION

WHEREAS, _____ (hereinafter referred to as "Officer") has been duly appointed as _____ 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 _____, whose title is: _____. 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 _____ to _____, 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 _____, title _____. 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 _____ 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 _____ 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

_____ Department
_____ Street
_____ City and State

Officer:

_____ Name
_____ Street
_____ City and State

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 _____
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

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

COUNTY OF INYO

OFFICER

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: _____ TO: _____

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:



County of Inyo



Health & Human Services - Fiscal

CONSENT - ACTION REQUIRED

MEETING: April 14, 2020

FROM: Melissa Best-Baker

SUBJECT: Request approval to participate and approve participation agreement in Medi-Cal County Inmate Program (MCIP)

RECOMMENDED ACTION:

Request Board approve Health and Human Services' participation in the Medi-Cal Inmate Program and authorize the HHS Director to sign the county participation form and participation agreement for Fiscal Years 2020-2021, 2021-2022, and 2022-2023, contingent on upon approval of future budgets.

SUMMARY/JUSTIFICATION:

The Medi-Cal Inmate Program (MCIP) 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. Department of Health Care Services will then quarterly submit invoices to the counties where the inmate is being held to recover the non-federal share of the services.

Several divisions within Health and Human Services (Health, Behavioral Health & Employment and Eligibility) have developed a comprehensive case management system to identify when an inmate's hospitalization meets these criteria so that the Medi-Cal application is completed timely; the dates of services and eligibility correspond; and services and costs are tracked. We have participated in this program for several years. The administration fee for the last two years has been under \$100.00.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Denying this request would leave the county responsible for all of the services provided to the inmate.

OTHER AGENCY INVOLVEMENT:

HHS divisions, Sheriff, and Probation

FINANCING:

Health Services Realignment. These expenses are paid out of Health (045100) in Professional Services

(5265). No County General Funds.

ATTACHMENTS:

1. FY 2020-23 Medi-Cal Inmate Program Participation Form_Final
2. MCIP Participation Agreement

APPROVALS:

Melissa Best-Baker	Created/Initiated - 3/26/2020
Darcy Ellis	Approved - 3/26/2020
Melissa Best-Baker	Approved - 3/26/2020
Meaghan McCamman	Approved - 4/2/2020
Marilyn Mann	Approved - 4/2/2020
Marshall Rudolph	Approved - 4/2/2020
Amy Shepherd	Approved - 4/2/2020
Rhiannon Baker	Approved - 4/2/2020
Marilyn Mann	Final Approval - 4/2/2020



BRADLEY P. GILBERT, MD, MPP
DIRECTOR

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



EDMUND G. BROWN JR.
GOVERNOR

**Medi-Cal County Inmate Program
County Participation Form: SFY 2020 through SFY 2023**

_____ County chooses the option selected below in
County Name

response to our interest in voluntarily participating in the Medi-Cal County Inmate Program (MCIP) from July 1, 2020, through June 30, 2023, for State Fiscal Years 2020-23:

- Voluntarily participating in MCIP-** By selecting this option, we are certifying our interest in voluntarily participating in the MCIP and intend on submitting a fully executed Provider Participation Agreement and Administrative Agreement.
- Not Interested in participating in MCIP**

I hereby certify, that the option selected above is the option that said county will abide by under penalty of perjury, to the best of my knowledge, is true and accurate based on the time of submission.

County Official: _____ Date: _____
Signature

County Official Title: _____

County Name: _____

Primary Contact: _____ Alternate: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

Submit completed form to:
Department of Health Care Services
Local Governmental Financing Division/Inmate Medi-Cal Claiming Unit
P.O. Box 997436, MS 4603
Sacramento, CA 95899-7436
EMAIL: DHCSIMCU@dhcs.Ca.Gov

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

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.

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

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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.
 - 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.

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- 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.
 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.

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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.
 - 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.

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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 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

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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

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

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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: _____

Name of Authorized Representative

(Person legally authorized to bind contracts for the County)

Title of Authorized Representative

Signature of Authorized Representative

Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Signature of the DHCS Authorized Representative

Typed or Printed Name of the DHCS Authorized Representative

Typed or Printed Title of the DHCS Authorized Representative

Date



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: April 14, 2020

FROM:

SUBJECT: Amendment No. Three to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc.

RECOMMENDED ACTION:

Request Board approve Amendment No. 3 to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for the provision of hydrological services, to amend all Sections relating to the Term of the agreement to be April 25, 2017 to April 25, 2021, contingent upon adoption of future budgets, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

On March 11, 2009 the Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified an associated Environmental Impact Report (EIR), which permitted the Coso Operating Company (Coso) to extract groundwater from two existing wells on its Hay Ranch property in the Rose Valley and transport it via pipeline to Coso's geothermal plant at China Lake Naval Air Weapons Station nine miles east. Conditions of approval include a Hydrologic Mitigation Monitoring Plan (HMMP), which works to monitor groundwater levels in the Rose Valley and to regulate Coso's groundwater pumping to ensure less than significant impacts.

Inyo County is continuing to monitor Coso's groundwater pumping pursuant to the HMMP. Additional monitoring is necessary based on Coso's modified pumping levels. Daniel B Stephens & Associates (DBSA) had been providing hydrological consulting services for the project previously and currently under the contract to be amended. DBSA's contract term is set to expire on April 25, 2020, but the County still has need for hydrologic consulting relating to the ongoing pumping and the HMMP, necessitating the need to extend the contract (Attached). Other elements of the contract, including the amount and the scope, do not need to be amended at this time.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the amendment. This is not recommended as Daniel B. Stephens Associate, Inc.'s history and expertise are valuable assets for the County to utilize as hydrological consultants for the ongoing

monitoring required by the HMMP.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Adequate resources in the Planning Department budget (023800) for Fiscal Year 2019-20 in Professional and Special Service Expenses (Revenue Code 5265) and Services and Fees Revenues (Object Code 4819) are available to reflect these revenues and costs. Financing will continue to be provided by deposit from Coso (Coso Monitoring & Mitigation Fund Balance, 503823). Work on tasks in accordance with this contract may carry forward into future budgets and will be evaluated accordingly during the budget process.

ATTACHMENTS:

1. Amendment 3 with Attachments

APPROVALS:

Cathreen Richards	Created/Initiated - 3/25/2020
Darcy Ellis	Approved - 3/25/2020
Marshall Rudolph	Approved - 3/30/2020
Amy Shepherd	Approved - 3/31/2020
Aaron Steinwand	Approved - 3/31/2020
Cathreen Richards	Final Approval - 4/2/2020

**AMENDMENT NO. THREE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2020.

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 · TERM to April 25, 2017 to April 25, 2021

AMENDMENT NO. THREE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

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

COUNTY

CONTRACTOR

By: _____

By: 
James A. Kelsey, President

Dated: _____


Dated: March 17, 2020

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrologic Analysis SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the hydrological analysis services of Daniel B. Stephens & Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from April 25, 2017 to April 25, 2018 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

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

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

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$40,000 (initial term) \$0 (option 1) and \$0 (option 2) for a total of \$40,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer

programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
Water Department, Attn.: Bob Harrington	Department
PO Box 337	Address
Independence, CA 93526	City and State

Consultant:	
Daniel B. Stephens & Associates, Inc.	Name
6020 Academy Road NE, Ste. 100	Address
Albuquerque, NM 87109	City and State

24. ENTIRE AGREEMENT.

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

///

////

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

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


COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: _____


Signature
James A. Kelsey, President
Print or Type Name

Dated: March 17, 2020

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES**

TERM:

FROM: April 25, 2017

TO: April 25, 2018

SCOPE OF WORK:

i. Background

Coso Operating Company (COC) has continued to extract water from the Rose Valley Basin in accordance with the provisions of Conditional Use Permit 2007-003. Pumping operations began in December, 2009 and were extended several times based on observed groundwater levels and groundwater model predictions. COC has requested an evaluation of whether pumping could be extended based on the existing standards of significant impact in the HMMP. The proposed two pumping scenarios are (1) an annual pumping season of four months from June through September, at a rate of 1000 gpm, and (2) a similar pumping season a rate that is sustainable indefinitely.

ii. Scope of Work

Task 1. Contractor shall update and recalibrate the Rose Valley groundwater flow model based on actual pumping rates, groundwater level observations, updated recharge estimates, and a reevaluation of groundwater discharge at Little Lake. Should any discrepancies be noted, contractor shall make recommendations for changes in model parameters and/or boundary conditions, as appropriate.

Task 2. The updated and recalibrated model shall be used to evaluate the two scenarios described above, subject to the limitation that groundwater discharge at Little Lake does not decline by more than 10% of its estimated 2009 value. Maximum drawdown and drawdown at the time when pumping ceases shall be estimated at monitoring wells.

Task 3. The updated and recalibrated model shall be used to produce a duration of pumping for scenario (1) and a pumping rate for scenario (2).

Task 4. Results of Tasks 1 through 3 shall be reported to the Water Department in the form of a letter report and updated model files.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017 **TO:** April 25, 2018

SCHEDULE OF FEES:

See attached.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis **SERVICES**

TERM:

FROM: April 25, 2017

TO: April 25, 2018

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Refer to Attachment B.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017 _____ **TO:** April 25, 2018 _____

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

FEDERAL FUNDS ADDENDUM

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

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

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

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

FEDERAL FUNDS ADDENDUM

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

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

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

9. **Disclosure of Lobbying Activities.** Exhibit 10-Q "Disclosure of Lobbying Activities".
10. **Consultant Management Position Conflict of Interest Confidentiality Statement.** Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement."

**AMENDMENT NO. TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2019.

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2020

**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 16th DAY OF April, 2019.

COUNTY

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCC

FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

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

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2019

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 24th DAY OF April, 2018.

COUNTY

CONTRACTOR

By: [Signature]

By: [Signature]

Dated: 4-24-18

Dated: 3/29/18

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement	Effective 12/31/2019	Endorsement No.
	Policy No. WC 0166066-03	
Insured		Premium \$
Insurance Company		
Zurich American Insurance Company		

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 12/31/2019

at 12:01 A.M. standard time, forms a part of

Policy No. WC 0166066-03

Endorsement No.

of the

Zurich American Insurance Company

issued to

Premium (if any) \$

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 14, 2020

FROM:

SUBJECT: Lease Agreement Amendment

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the Lease Agreement between the County of Inyo and Supattra Bergstrom, assigning Ms. Bergstrom's lease to Robert Nash for the operation of the Thai Thai Restaurant, located at Bishop Airport, Bishop, CA, as provided for in section thirty (30) of the current lease; and authorize the Chairperson to sign the Lease Agreement contingent upon the appropriate signatures being obtained and contingent upon the adoption of future budgets.

SUMMARY/JUSTIFICATION:

Effective March 18, 2014, the County of Inyo entered into a lease agreement with Ms. Supattra Bergstrom for operation of the Thai Thai restaurant located at Bishop Airport. A second lease was ratified by your Board on August 7th, 2018 to continue the operation of Thai Thai restaurant through March 31, 2025. Ms. Bergstrom has requested to assign the lease to Mr. Robert Nash as provided for in section 30 of the current lease. Mr. Nash will continue to operate Thai Thai as a Thai food restaurant.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the option to assign this lease to Robert Nash. This is not recommended as Public Works staff has met with Mr. Nash and is confident in their ability to fulfill the terms of the contract.

OTHER AGENCY INVOLVEMENT:

County Counsel for review

Auditor for fiscal review

Risk Management for Insurance review

FINANCING:

Financing for this lease payment will be the responsibility of Robert Nash and will credit Bishop Airport 150100

rents and leases 4311.

ATTACHMENTS:

1. Thai Thai Lease Agreement 08072018
2. Thai Thai Lease Amendment#1 April 1 2018-March 31 2021

APPROVALS:

Justine Kokx	Created/Initiated - 4/8/2020
Darcy Ellis	Approved - 4/8/2020
Aaron Holmberg	Approved - 4/8/2020
Marshall Rudolph	Approved - 4/8/2020
Amy Shepherd	Approved - 4/8/2020
Breanne Nelums	Approved - 4/8/2020
Michael Errante	Final Approval - 4/8/2020

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of August 2018 an order was duly made and entered as follows:

*Public Works – Thai
Thai Restaurant
Lease Ratification*

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to ratify and approve the lease with Supattra Bergstrom for the operation of the Thai Thai Restaurant at the Bishop Airport for the period of April 1, 2018 through March 31, 2021 with four one-year options to extend through March 31, 2025, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

WITNESS my hand and the seal of said Board this 7th
Day of August, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: August 16, 2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
39

- Consent Departmental Correspondence Action Public Hearing
 Schedule time for Closed Session Informational

FROM: Public Works Department

FOR THE BOARD MEETING OF: AUG 07 2018

SUBJECT: Ratify the Lease Agreement between Supattra Bergstrom (Thai Thai Restaurant) and the County of Inyo

DEPARTMENTAL RECOMMENDATIONS:

1. Ratify the Lease with Supattra Bergstrom for the operation of the Thai Thai Restaurant for the period of April 1, 2018 through March 31, 2021 with four one year options to extend through March 31, 2025.
2. Authorize the Chairperson to sign the Lease contingent upon the appropriate signatures being obtained and contingent upon the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This lease provides a great opportunity to promote business to the Airport. The Lease Agreement provides for an initial term of three (3) years commencing on April 1, 2018 and ending on March 31, 2021 and four (4) one-year options to extend. The monthly lease amount for the initial term is \$1,124.20 per month \$13,490.40 per year, plus the following: \$900.00 per quarter for janitorial services plus one-third (1/3) of the required cleaning supplies and \$50.00 per year for sign space rental. Should the County and Supattra Bergstrom exercise its options to extend the Lease for any or all of the four one-year periods, the rent for such option period may increase as agreed upon between County and Lessee, but such increase shall not exceed five percent (5%) of the rent for the previous lease period.

ALTERNATIVES:

Your Board could deny this Lease. This is not recommended, as this is a great opportunity to promote business at the Airport.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

Revenue for this Lease is currently budgeted in Bishop Airport budget number 150100 object code 4311 for rent and object code 4819 for janitorial services.

Agenda request for: Lease with Supattra Bergstrom (Thai Thai)

Board Date:

APPROVALS

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

Travis Scher

Approved: YES Date 6/19/18

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

[Signature]

Approved: yes Date 7/10/18

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

[Signature]

Approved: [initials] Date 7/10/18

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

[Signature]

Date: _____

**COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE
BY AND BETWEEN COUNTY OF INYO AND SUPATTRA BERGSTROM.**

THIS LEASE AGREEMENT, made and entered into this First day of April, 2018, by and between SUPATTRA BERGSTROM, hereinafter referred to as "Lessee," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by CLINT QUILTER, whose title is Public Works Director, hereinafter referred to as "County's Lease Administrator" and on behalf of Lessee by SUPATTRA BERGSTROM.

SECTION TWO. LEASED PREMISES.

County hereby leases to Lessee the real property (hereinafter referred to as "Leased Premises") located at the Bishop Airport (hereinafter referred to as "Airport"), County of Inyo, State of California, and described more particularly as a restaurant facility consisting of a total of approximately 1,610 square feet of which 881 square feet are for the dining area with a maximum seating capacity of 58 person; a kitchen area of 729 square feet, including storage and pantry room; and a non-exclusive patio, which seats 15 persons.

SECTION THREE. INITIAL TERM AND OPTIONS.

The initial term of the Lease will be for three (3) years beginning April 1, 2018, and continuing through and including March 31, 2021. In addition to the initial term, there will be four (4) options to extend the Lease for additional one (1) year periods as follows:

- a. From April 1, 2021 through March 31, 2022;
- b. From April 1, 2022 through March 31, 2023
- c. From April 1, 2023 through March 31, 2024
- d. From April 1, 2024 through March 31, 2025.

The options to extend may be exercised in the manner and under the conditions hereinafter provided.

SECTION FOUR. EXERCISING OPTIONS TO EXTEND TERM.

The four (4) options to extend the term of the Lease for one (1) year periods identified in Section Three above, may be exercised, if mutually agreed to by both parties, in the manner and on the terms and conditions below:

- a. Terms and Conditions.
 - (1) Neither Lessee nor County has terminated this Lease, or any extensions thereof, for any reason.

(2) Lessee is not in default under any term or condition of the Lease, or any extension thereof.

(3) Lessee has exercised all previous options to extend.

b. Manner In Which Option Can Be Exercised.

(1) Lessee may exercise the option to extend no earlier than six (6) months before the expiration of the Lease term, or any extension thereof.

(2) Lessee must notify County in writing of the intent to exercise an option to extend at least thirty (30) days before the expiration of the Lease term, or an extension thereof.

(3) Except as provided for in Section Six relating to the rent, the Option to Extend shall be upon the same terms and conditions as stated in this Lease.

SECTION FIVE. HOLDING OVER.

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

SECTION SIX. LEASE PAYMENTS.

Lessee will pay to County an annual Lease payment of THIRTEEN THOUSAND FOUR HUNDRED AND NINETY DOLLARS AND FORTY CENTS (\$13,490.40). Lessee agrees to pay County said amount in installments of ONE THOUSAND ONE HUNDRED TWENTY-FOUR DOLLARS AND TWENTY CENTS ((\$1,124.20) per month, beginning on April 1, 2018, and payable on the first of each month thereafter during the term of this lease, or any extension thereof, plus the following: NINE HUNDRED DOLLARS PER QUARTER (\$900.00) for janitorial services plus One-Third (1/3) of the required cleaning supplies; FIFTY DOLLARS (\$50.00) per year for sign space rental, payment for which will be billed in arrears. If Lease payment is received more than 10 days after the date upon which it is due, a late payment equal to 5% of the lease payment shall be imposed.

In the event the Lessee exercises its option to extend the Lease for any or all of the four one-year periods, the rent for such option period may increase as agreed upon between County and Lessee, but such increase shall not exceed FIVE percent (5%) of the rent for the previous lease period. In the event County and Lessee do not agree upon a rental amount, the rent shall increase by the aforementioned percentage.

If the Lease or any extension thereof is terminated before the expiration of the complete term, the annual lease payment due will be prorated for the actual term of the Lease, or any extension thereof. If the Lessee holds over after the expiration of the Lease term, or any extension thereof, Lessee will pay County monthly rent at the rate of one tenth (0.10) of the annual lease payment, for each month, or part thereof, in which Lessee holds over. Such monthly rent shall be due on the first day of each month during which Lessee holds over.

SECTION SEVEN. USE OF PREMISES.

The premises are leased to be used for restaurant purposes. Lessee agrees to restrict its use to

such purposes, and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of County.

SECTION EIGHT. MASTER LEASE.

The property herein leased by County to Lessee is the subject of a master lease between County and the Department of Water and Power of the City of Los Angeles, Numbered BL 120, as may be amended from time to time, and by this reference incorporated into this Lease. This Lease by the County of Inyo is subject to all of the terms and conditions imposed upon County by said master lease, and any amendments thereto, and Lessee hereunder hereby agrees to abide by all of the terms of said master lease.

SECTION NINE. DELIVERY OF POSSESSION.

Delivery of possession shall be deemed completed as of the date of execution of this instrument. Lessee represents and warrants that Lessee has examined the Leased Premises, including all buildings and improvements thereon and that as of the effective date of the lease, they are all in good order, repair, and in safe and clean condition.

SECTION TEN. QUIET POSSESSION.

The County covenants and agrees that Lessee, upon payment of the annual Lease payment and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease and any extensions thereof without hindrance or interruption by County.

SECTION ELEVEN. PARKING.

Lessee shall have reasonable non-exclusive use of the Airport parking area in common with other tenants, occupants, and users of the Airport, together with the right of reasonable ingress and egress to the Airport parking area.

SECTION TWELVE. HOURS OF USE.

Lessee shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION THIRTEEN. UTILITIES.

Lessee shall provide and pay for such electricity, lighting, heating, ventilation and all other utilities as are necessary for the reasonable use and enjoyment of the leased premises by the Lessee except as provided below. All charges for other utilities used by Lessee in connection with the occupancy of the leased premises, (including deposits, connection fees or charges, meter rentals required by the supplier of any such utility service, and the cost of the facilities for connecting the leased premises to such utility services facilities) shall be paid by Lessee. County shall provide water to those leased premises with existing water service and will provide electrical service to those leased premises which cannot be separately metered for service.

SECTION FOURTEEN. JANITORIAL SERVICES.

Lessee shall furnish at its sole expense janitorial services which may be required on its leased premises. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FIFTEEN. REPAIRS AND MAINTENANCE.

Lessee will maintain the leased premises and keep them in good repair at Lessee's own expense except that County shall maintain and repair the following portions of the leased premises: Exterior walls, roof, plumbing, heating, and ventilating. Lessee shall be responsible to maintain and repair all other portions of the leased premises not maintained by the County, including but not limited to the following: Floors, interior walls, ceiling, windows, and doors, which will be maintained in a similar condition as exists at the effective date of this Lease, excepting reasonable wear and tear or damage that may be caused by "Acts of God". The County shall not be responsible for the maintenance and/or repair of any structure or improvement placed on the leased premises by the Lessee, in which case Lessee shall be solely responsible for the maintenance and/or repair of those structures and improvements.

When the County notifies Lessee that facilities within Lessee's area of responsibility are in need of repairs, Lessee will make such repairs within thirty (30) days of receiving the notification. If the nature of the repairs are such that they must be performed immediately in order to provide for the immediate safety of the public or airport users, Lessee will perform such emergency repairs immediately. If Lessee is unable to perform such emergency repairs immediately, the County reserves the right to make such repairs itself, or hire a contractor to make such repairs, at Lessee's expense.

SECTION SIXTEEN. ENTRY FOR INSPECTION AND MAINTENANCE.

County reserves the right to enter the leased premises at reasonable times, with twenty-four (24) hour prior notification to the Lessee, to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the premises. County also reserves the right to enter the leased premises at any time without prior notice to the Lessee in the event that an emergency reasonably requires the County to do so. Lessee agrees to permit County to do so. County may, during such time as is reasonably necessary to either respond to an emergency or to make such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the demised premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

SECTION SEVENTEEN. ALTERATIONS AND IMPROVEMENTS.

Lessee shall make no alterations or improvements in or on the Leased Premises without the prior written consent of County. All alterations and improvements made by Lessee, other than removable personal property, shall remain on the Leased Premises and be deemed to be property of County upon the expiration or sooner termination of the Lease, unless otherwise agreed in writing by Lessee and County. Any damage occasioned by the installation or removal of Lessee's personal property shall be repaired by Lessee.

SECTION EIGHTEEN. SIGNS.

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

SECTION NINETEEN. WASTE.

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

SECTION TWENTY. FIRE INSURANCE.

County will procure and maintain fire and extended coverage insurance on all buildings on the leased premises. Such insurance will be solely for the County's benefit. Lessee will have no right, title, or interest in such policy or in payments made to County under such policy.

SECTION TWENTY-ONE. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be totally or partially damaged by an event which is covered by the insurance policy described in Section Twenty during the term of this Lease or extension thereof, other than through the fault or neglect of Lessee, repairs shall be made by County at County's sole expense, with all reasonable dispatch. In the event that damage by such event, other than through the fault or negligence of Lessee, amounts to substantial destruction of the leased premises which cannot be repaired in three (3) months, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction. If this Lease is not so terminated, Lessee shall be entitled to a pro rata reduction in the annual Lease payment to be jointly agreed upon by County and Lessee. If the leased premises are damaged or destroyed through the sole fault or negligence of Lessee or its employees, agents, invitees, or sublessees, this Lease may not be terminated by Lessee, and it shall be the obligation of Lessee, at its sole expense, to reconstruct or repair said leased premises.

SECTION TWENTY-TWO. COMMERCIAL INSURANCE REQUIREMENTS.

For the duration of this lease, Lessee shall procure and maintain insurance of the scope and amount specified in Attachment A and with the provisions specified in that attachment.

SECTION TWENTY-THREE. INDEMNIFICATION/HOLD HARMLESS.

23.1 Indemnity. Lessee will indemnify, hold harmless and defend County, its agents and employees, and its Lessor, the City of Los Angeles, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Lessee, arising out of or in connection with any of the following circumstances:

23.1.1 Use of Premises. Use of premises or Airport in any manner by Lessee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of Lessees and subtenants, including any use of the premises or the Airport not allowed under this Lease.

23.1.2 Breach by Lessee. Any breach by Lessee of the terms, covenants or conditions herein contained.

23.1.3. Other Activities. Any other activities, including the direct or indirect release or spill of any legally designated hazardous material or waste on the leased premises, of Lessee, its agents, employees, invitees, and subtenants whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

23.1.4. Exculpation of County. County, its officers, agents, and employees shall not be liable to Lessee for any loss or damage to Lessee or Lessee's property from any cause. Lessee expressly waives all claims against County, its officers, agents and employees, for injury or damage to person or property arising

for any reason regardless of whether or not there is concurrent passive or active negligence of County, its officers, agents, and employees, unless such injury or damage is caused due to the sole active negligence or willful misconduct of County, its officers, agents, and employees.

SECTION TWENTY-FOUR. COMPLIANCE WITH LAW.

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

SECTION TWENTY-FIVE. TAXES, ASSESSMENTS, AND FEES.

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

SECTION TWENTY-SIX. GRANT AGREEMENT ASSURANCES.

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

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

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

- (1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination;
- (3) That the Lessee, licensee, permittee, etc. shall use the premises in compliance with

all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

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

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

e. Non-compliance with provisions of paragraph "d." above shall constitute a material breach hereof, and in the event of such non-compliance, the County shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of the County or the United States either or both said Governments shall have the right to judicially enforce those provisions.

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

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

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

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

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

k. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein Leased. This public right of flight shall include the right to cause in said airspace

any landing at, taking off from, or operation on the Airport.

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

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

n. Lessee, by accepting this Lease, agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of Lessee.

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

SECTION TWENTY-SEVEN. MODIFICATION.

The terms and conditions of the Lease and any extension thereof may be modified, changed, or amended at any time only by the mutual written consent of Lessee and County. However, County may, upon 30 days notice to Lessee, amend this Lease as a result of any modification or change in the Master Lease referenced in **Section Eight** herein, so long as such amendment is limited to an incorporation of the changes and/or modification to the Master Lease. The amended Lease shall take effect 30 days after Lessee is served with the amended Lease.

SECTION TWENTY-EIGHT. TERMINATION.

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

SECTION TWENTY-NINE. RETURN OF PROPERTY AT TERMINATION.

Lessee will return the property in good condition upon termination or expiration of the Lease.

SECTION THIRTY: ASSIGNMENT AND SUBLEASE.

Lessee agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining the written consent of County, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release Lessee from liability hereunder, and any assignee or sublessee shall expressly assume all Lessee's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate

as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION THIRTY-ONE. SUBORDINATION.

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

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

SECTION THIRTY-TWO. MECHANICS LIEN.

Lessee agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of Lessee, provided however that Lessee can contest such lien provided it post an adequate bond therefore.

SECTION THIRTY-THREE. FORCE MAJEURE.

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

SECTION THIRTY-FOUR. WAIVER.

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

SECTION THIRTY-FIVE. DEFAULT.

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

SECTION THIRTY-SIX. INUREMENT.

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

SECTION THIRTY-SEVEN. SEVERABILITY.

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

SECTION THIRTY-EIGHT. TIME IS OF ESSENCE.

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

SECTION THIRTY-NINE. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: Exhibit I (Construction), Exhibit II (Lessee Requirements), and Exhibit III (Kitchen Equipment).

SECTION FORTY. AMENDMENT.

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

SECTION FORTY-ONE. ENTIRE AGREEMENT.

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

SECTION FORTY-TWO. CONSTRUCTION OF AGREEMENT.

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

SECTION FORTY-THREE. NOTICE.

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

COUNTY
INYO COUNTY PUBLIC WORKS
P.O. DRAWER Q
INDEPENDENCE, CA 93546

Department
Address
City and State

LESSOR
SUPATTRA BERGSTROM
P.O. Box 448
Inyokern, CA 93527

Name
Address
City and State

COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE
BY AND BETWEEN COUNTY OF INYO AND SUPATTRA BERGSTROM.

Initial Term of Lease:
APRIL 1, 2018 through MARCH 31, 2021

IN WITNESS THEREOF, the parties hereto have set their hands and seals this 5th day of
February 2019.

COUNTY'S LEASE ADMINISTRATOR

LESSEE

County of Inyo


Director, Department of Public Works

By 

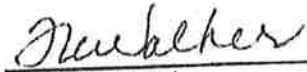
Signature

SUPATTRA BERGSTROM
Type or Print Name

Date: 1/30/19

Date: 24 May, 2018


Approved as to form and legality:




County Counsel

LEESOR

Approved as to accounting form and content:



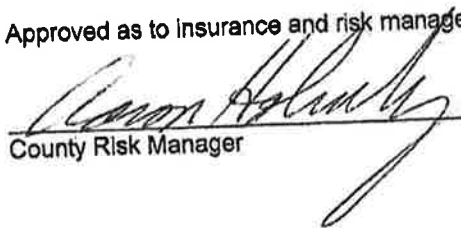
County Auditor

By 

Signature

Rick Ricci
Print name

Approved as to insurance and risk management:



County Risk Manager

Date 2/5/19

ATTACHMENT A

**COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE
BY AND BETWEEN COUNTY OF INYO AND SUPATTRA BERGSTROM.**

COMMERCIAL INSURANCE REQUIREMENTS

Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. 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 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (for lessees with employees).
3. **Auto Liability:** ISO Form Number CA 00 01 covering any auto (Code 1) or if Lessee has no owned autos, hired (Code 8), and non-owned autos (code 9), with limits no less than **\$500,000** per accident for bodily injury and property damage.
4. **Property Insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

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

B. Other Insurance Provisions:

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

1. For General Liability, the Entity, its officers, officials, employees, and volunteers are to be covered as **additional insureds** with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.
2. The Lessee'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 Lessee's insurance and shall not contribute with it.
3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all **rights of subrogation** against the Entity.

4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

5. The Property insurance shall name the Entity as Loss Payee as its interests may appear.

C. Acceptability of Insurers

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

D. 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 Lessee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Verification of Coverage

Lessee shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. 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 Lessee'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.

F. Waiver of Subrogation

Lessee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

G. Special Risks or Circumstances

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

EXHIBIT I

**COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE
BY AND BETWEEN COUNTY OF INYO AND SUPATTRA BERGSTROM.**

CONSTRUCTION

Lessee may alter the facilities as follows:

1. Construction of booths along the window side (total of 5 small plus 2 larger ones around the corners) with additional tables and chairs in the middle. Appropriate seating for 50 persons.
2. Construction of cabinets and storage on wall side adjacent to kitchen, for soda, coffee, cutlery dispensers etc. are authorized.
3. Construction to be similar to what was previously in the area. Final design and construction to be approved by the County.

EXHIBIT II

COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE
BY AND BETWEEN COUNTY OF INYO AND SUPATTRA BERGSTROM.

LESSEE REQUIREMENTS

Specific Requirements:

Lessee shall operate a restaurant on the premises subject to the following conditions:

A. Operations

1. Provide adequate staffing needs to assure satisfactory customer service.
2. Provide adequate dining room furniture with approval of the County.
3. Provide customary menu items for full service operations of similar café/restaurant establishments.
4. Maintain a clean and professional image.
5. Maintain a reasonable supply of products to assure customer satisfaction.
6. Provide facilities which continue to meet County and ADA requirements.
7. Assure quality of products; meet all necessary health and environmental standards as related to food products as required by law.
8. General hours of operation will be 11:00 a.m. to 2:00 p.m. and 4:00 p.m. to 9:00 p.m.
9. Restaurant is to operate a minimum of six days a week, with the option to closed on the following holidays: New Year's, Easter, Thanksgiving (Thursday only), and Christmas.
10. Will provide a lunch menu and a dinner menu.
11. Name of business, Thai Thai Restaurant, has been approved by Inyo County.

B. Maintenance and Repairs:

1. Provide supplies for all restaurant equipment within the facility.
2. Provide all necessary maintenance and repair as needed for the equipment and send proof of maintenance or repair to the County.
3. Provide preventative maintenance for the fire suppression system on a semi-annual basis and send proof of maintenance to the County.
4. Maintain the restaurant grease interceptor at least twice per year and send proof of maintenance to the County.
5. Clean hood exhaust system when needed or at a minimum quarterly.
6. Maintain all environmental health service permits.
7. Maintain windows and floors as needed.
8. Maintain storeroom and pantry room.
9. Keep restaurant in a clean and sanitary condition in accordance with recognized standards, all laws, ordinances, regulations and rules of Federal, State, and local authorities.

C. Lessee Agrees:

1. To pay and discharge all local, State or Federal taxes that may be levied or imposed on the operation of the restaurant.
2. That the County of Inyo shall not be held responsible for any damage to materials, product or equipment by theft, fire or by any other cause.
3. The Lessee is required to use the same propane vendor as the County.

EXHIBIT II (Continued)

**COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE
BY AND BETWEEN COUNTY OF INYO AND SUPATTRA BERGSTROM.**

4. All restrooms are common to the terminal building; tenant needs to participate in maintaining restrooms during the course of business. The Lessee shall pay for one-third of the cost of the cleaning products.
5. No vending machines shall be allowed within the facilities.
6. Patio area may be used by patrons of the restaurant.
7. The Public Works Department must approve any and all signage. Fees will be waived.
8. To provide all applicable insurance to include worker's compensation.
9. County shall have the right to audit all books upon providing Lessee a 30-day written notification.
10. It shall be responsible for trash removal service.
11. County owns all equipment presently located within the premise area. (See the attached restaurant equipment list.) If the lease is terminated or expires these items remain the property of the County.
12. Sale and/or dispensing of alcoholic beverages is prohibited unless approved by the County.

D. Inyo County Shall Provide:

1. Equipment as described in the enclosed inventory list.
2. Replacement of equipment described in the inventory list (other than routine maintenance).
3. Maintenance of the building, grounds and landscaping.
4. Provide customer-parking facilities.

EXHIBIT III

**COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE
BY AND BETWEEN COUNTY OF INYO AND SUPATTRA BERGSTROM.**

KITCHEN EQUIPMENT

NEW EQUIPMENT:

Eagle Brand, Stainless Steel Three Compartment Sink	County Asset #8285
Eagle Brand, Stainless Steel Two Compartment Sink	County Asset #8286
Ice O Matic Brand, 400# Air Cooled Ice Machine with 400# Stainless Bin	County Asset #8287
Beverageair Brand, Food Preparation Sandwich Unit	County Asset #8288
Eagle Brand, Electric Hot Food Table	County Asset #8289
Jet Tech Brand, Dishwasher	County Asset #8290
Frymaster Brand, Deep Fryer (2)	County Asset #8291 and #8292
US Range Brand, 72" Medium Duty Range, Oven, Griddle Combo	County Asset #8293
Garland Brand, 24" Char-Broiler with Cabinet Base	County Asset #8294
Captiveaire Brand, Compensating Canopy Hood	County Asset #8295
Artic Brand, Indoor Walk-in Cooler	County Asset #8296
Advance Brand, Undercounter Dishtable Including Salvajor Disposer	County Asset #8297

USED EQUIPMENT (Optional Use):

- Hobart Slicer Model 1713
- Vering Side X Side Upright Refrigerator/Freezer

**AMENDMENT NUMBER 1 TO LEASE
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MS. SUPATTRA BERGSTROM
FOR THE PROVISIONS OF OFFICE AND COMMERCIAL SPACE LEASE**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Thai Thai Restaurant, Supattra Bergstrom, Owner, of Bishop, California (hereinafter referred to as “Owner”), have entered into an Agreement for the Provision of Office and Commercial Space Lease, dated April 1, 2018 on County of Inyo Modified Lease No. 001, for the term from April 1, 2018 to March 31, 2021 (the “Agreement”).

WHEREAS, Section Thirty of this Agreement provides that such lease may be assigned with written permission of the County, and any such assignment shall not release Lessee from liability under the terms of such lease and any assignee shall expressly assure all lessee’s obligations under the lease; and

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

WHEREAS, County and Owner do desire and consent to amend the Agreement as set forth below:

1. All references to Ms. Supattra Bergstrom in the Agreement shall be changed to Robert Nash.
2. The LESSOR contact information under Section Forty-Three of the Agreement shall be changed to:

Robert Nash
15-500 Bubbling Wells Rd #69
Desert Hot Springs, CA 92240

The effective date of this amendment to the Agreement is April 1, 2020.

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

AMENDMENT NUMBER 1 TO LEASE
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Supattra Bergstrom
FOR THE PROVISIONS OF OFFICE AND COMMERCIAL SPACE LEASE

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HAND AND
SEALS THIS _____ DAY OF _____, 2020.

COUNTY OF INYO

By: *[Signature]*

Date: 4/7/2020

APPROVED AS TO FORM
AND LEGALITY:

[Signature]
County Council

APPROVED AS TO ACCOUNTING
FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

N/A
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

LESSEE

By: *[Signature]*

Date: 04/07/2020

Taxpayer's Identification Number:
46-4823578

ASSIGNEE

By: *[Signature]*

Date: 4/01/2020

Taxpayer's Identification Number:
586-66-4972

FAX 760-878-2001



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 14, 2020

FROM: John Pinckney

SUBJECT: Approve an agreement for 2019/2020 Federal Apportionment Exchange and State Match Program for Regional Surface Transportation Program (RSTP) Exchange Funds

RECOMMENDED ACTION:

Request Board: A) approve the 2019/2020 Federal Apportionment Program Federal Exchange and State Match Program, Agreement No. X20-5948(099), with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not-to-exceed amount of \$773,353; and B) authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The 2019/2020 Federal Apportionment Program Federal Exchange and State Match Program allows Inyo County Public Works, Road Department to receive Federal gas tax money. The exchange program requires Caltrans to match the Federal funds, in the amount of \$673,353, with \$100,000 of State money for a total not to exceed amount of \$773,353.

BACKGROUND/HISTORY OF BOARD ACTIONS:

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

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

Annually, this agreement is usually received during the fourth quarter of the current fiscal year and it normally takes somewhere between four and six months to complete processing of the agreement and invoice and to receive actual payment of the RSTP funds. As a result, the funds are usually received during the following fiscal year. The Road Department will budget the FY 2019/2020 funds for expenditure during FY 2020/2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

Caltrans

FINANCING:

These funds are budgeted in the FY 2020/2021 Road Budget, Budget Unit 034600, Object Code 4484, Regional Surface Transportation Program Funds.

ATTACHMENTS:

1. Agreement No. X20-5948(099)

APPROVALS:

John Pinckney

Darcy Ellis

John Pinckney

Marshall Rudolph

Michael Errante

Created/Initiated - 3/25/2020

Approved - 4/2/2020

Approved - 4/2/2020

Approved - 4/8/2020

Final Approval - 4/9/2020

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

09 INYO
 District County

Agreement No. X20-5948(099)
 AMS Adv ID:0920000034

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

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

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

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

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

\$673,353.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2019/2020.

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

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance			
<i>Jennie Yee</i>	Accounting Officer	Date <i>3/4/2020</i>	\$ <i>773,353.00</i>

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

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2019/2020.

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

III. COMMON PROVISIONS

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

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

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

D. COST PRINCIPLES

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

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

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

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

E. THIRD PARTY CONTRACTING

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

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

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

F. ACCOUNTING SYSTEM

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

G. RIGHT TO AUDIT

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

H. TRAVEL AND SUBSISTENCE

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

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

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF INYO

By: _____
Office of Project Implementation
Division of Local Assistance

By: _____

Title: _____

Date: _____

Date: _____



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 14, 2020

FROM: Greg Waters

SUBJECT: Review the 2019-2024 Capital Improvement Program and approve planned RMRA (SB-1) funded projects for inclusion in the Resolution to be submitted to the CTC through the CalSmart system.

RECOMMENDED ACTION:

Request Board review and approve the 2019-2024 Capital Improvement Program with an emphasis on the 2020-2021 Road Maintenance and Rehabilitation Program Funded Road Projects.

SUMMARY/JUSTIFICATION:

The purpose of this agenda item is to review the 2019-2024 Capital Improvement Program with a focus on the planned RMRA (SB-1) funded projects. Approved projects will need to be included in a Resolution that will be presented to the Inyo County Board of Supervisors at the April 21st meeting. The Resolution and the list of approved projects will subsequently need to be submitted to the CTC (California Transportation Commission) through the CalSmart system online portal by the end of April or risk a loss of RMRA funding for the year.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On April 28, 2017, the Governor signed Senate Bill (SB) 1, to address basic road maintenance, rehabilitation and critical safety needs on both the State highway and local streets and roads. An overview and details of the Senate Bill were outlined at the Board meeting of May 9, 2017. To recap, SB 1, or The Road Repair and Accountability Act of 2017, will increase the per gallon fuel excise taxes; increase the diesel fuel sales tax; increase vehicle registration fees; and provides inflationary adjustments to tax rates in future years. The collected revenue is to be placed in the State Road Maintenance and Rehabilitation Account (RMRA) for allocation.

State law requires counties and cities to establish eligibility for SB 1 Road Maintenance and Rehabilitation Account (RMRA) funding on an annual basis by submitting a list of proposed projects to the California Transportation Commission (CTC). Project lists do not have to be adopted within a county or city budget for FY 2018-2019 and into the future, but project lists do have to be adopted by resolution at a regular public meeting. Projects that are proposed do not need to be completed in that fiscal year, and can be amended or continued in subsequent project proposals.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board of Supervisors could choose not to approve the list of proposed RMRA (SB-1) funded projects for inclusion in the Resolution required to obtain RMRA funding for the fiscal year 2020-2021.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Inyo County Capital Improvement Plan 2019

APPROVALS:

Greg Waters	Created/Initiated - 1/2/2020
Darcy Ellis	Approved - 1/2/2020
Greg Waters	Approved - 3/12/2020
Michael Errante	Final Approval - 3/13/2020



COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

FISCAL YEARS
2019-2024

CAPITAL IMPROVEMENT PROGRAM



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EXECUTIVE SUMMARY

This Capital Improvement Program (CIP) publication has been prepared for the Inyo County Board of Supervisors, residents of Inyo County and other interested stakeholders. The purpose is to provide information regarding sources of revenue, projects planned, and projects completed over a seven year period, two years retrospectively, the current fiscal year, and projected four years into the future. The emphasis is on road projects, especially those funded in whole or in part by the Senate Bill – 1 (SB-1/RMRA) Gas Tax or also known as the Road Maintenance and Rehabilitation Account (RMRA).

Between 2010 and 2017, California realized an overall decline in the gas tax revenue collected and distributed to Local Government Road & Public Works Departments under the Highway User Tax (HUTA). The reasons are diverse, but can be attributed primarily to these factors:

- A state-wide reduction in miles traveled due to the global economic contraction, which resulted in less discretionary income for leisure travel. Additionally, telecommuting and internet shopping have reduced the number of miles driven.
- Road fuel taxes were historically based on a flat per gallon rate, not on a percentage of sales. As the cost of labor and materials continued to escalate due to the inflationary effects of stimulus dollars, the tax revenues collected lost real value in terms of purchasing power to procure transportation construction and maintenance services.
- Vehicles have become more fuel efficient which has resulted in more travel miles with less tax revenue-per-mile-driven collected. This is especially true with the growth of the percentage of electric and hybrid vehicles. Although electric and hybrid vehicles are relatively lightweight and contribute less to pavement damage, they do increase congestion on public roads, requiring an ever increasing number of miles of roadways or additional road lanes. Additionally, there is a growing need to expand the number of electric charging stations for all-electric vehicles.

In April 2017, Governor Brown signed SB-1/RMRA that was expected to provide \$52 Billion to transportation projects over a ten-year period. In November 2018, Proposition 6 was put on the ballot to repeal Senate Bill 1. This repeal effort failed, but due to the uncertainties of realizing any SB-1/RMRA revenues for the 2018-2019 fiscal year, all planned projects that depended in whole or in part on SB-1/RMRA funds were placed on hold until after the election. There was concern that Proposition 6 could require the repayment of previously expended SB- 1/RMRA funds.

Although the anticipated revenues from the SB-1/RMRA tax were expected to increase yearly for the next five years, the funding is showing indication of falling below that of the projected revenues; which can be attributed to higher fuel efficiency of vehicles, higher cost of fuel and an increase of purchases of alternative fuel vehicles.

The matrix on the next page provides the amount received from the SB-1/RMRA tax to date.

DRAFT

SB-1/RMRA FUNDING TO DATE

SB-1 Funding as of January 2020						
RMRA Receipts Through June 2020						
Month	Year	Total	Expenditures	SB-1 Project #	Project #	Project Name
January	2018	\$27,684.17				
February	2018	\$75,059.93				
March	2018	\$111,502.39				
April	2018	\$122,151.65				
May	2018	\$116,168.13				
June	2018	\$160,817.12				
Total 2017-2018		\$613,383				
July	2018	\$142,763.04				
August	2018	\$205,153.37				
September	2018	\$261,614.14				
October	2018	\$255,900.75				
November	2018	\$253,299.10				
December	2018	\$243,394.85				
January	2019	\$236,090.66				
February	2019	\$282,038.59				
March	2019	\$209,571.89				
April	2019	\$306,960.65				
May	2019	\$216,632.38				
June	2019	\$226,543.50				
Total 2018-2019		\$2,839,962.92				
July	2019	\$281,465.70				
August	2019	\$254,329.64				
September	2019	\$257,870.92				
October	2019	\$289,662.98				
November	2019	\$270,970.38				
December	2019	\$231,399.71				
January	2020	\$245,317.67				
<i>Feb-June</i>	<i>2019-2020</i>	<i>\$1,276,475.00</i>	<i>Projected RMRA Funds</i>			
Total 2019-2020		\$3,107,492.00				
RMRA Expenditures Through June 2020						
Month	Year	Total	Expenditures	SB-1 Project #	Project #	Project Name
	2017-2018	(\$596,838)	<i>Expended</i>	1-Phase II	TR-18-02	Crack Fill
	2017-2018	(\$40,377)	<i>Expended</i>	2-Phase II	TR-18-02	Striping
Total 2017-2018		(\$637,215)				
	2018-2019	(\$358,989)	<i>Expended</i>	1-Phase III	TR-18-02	Crack Fill
	2018-2019	(\$103,266)		2-Phase III	TR-18-02	Striping
	2018-2019	(\$7,594)	<i>Expended</i>	3	TR-18-02	Laws Poleta
	2018-2019	(\$65,618)	<i>Expended</i>	4	TR-18-02	Dolomite
Total 2018-2019		(\$535,467)				
	<i>2019-2020</i>	<i>(\$1,000,000)</i>	<i>Projected & Committed</i>	<i>1 & 2-Phase IV</i>	<i>TR-18-02</i>	<i>Force Account Road Maintenance</i>
	<i>2019-2020</i>	<i>(\$524,406)</i>	<i>Projected & Expended</i>	<i>3</i>	<i>TR-18-02</i>	<i>Laws Poleta</i>
	<i>2019-2020</i>	<i>(\$329,382)</i>	<i>Projected & Committed</i>	<i>4</i>	<i>TR-18-02</i>	<i>Dolomite</i>
	2019-2020	(\$100,000)	<i>RMRA Supplement to STIP Funds</i>	5	TR-18-02	South Lake Road
	2019-2020	(\$150,000)	<i>Projected</i>	6	TR-18-035	Meadow Creek Sidewalks
	<i>2019-2020</i>	<i>(\$235,000)</i>	<i>Projected & Committed</i>	<i>7</i>		<i>Jay Street</i>
	2019-2020	(\$131,250)	<i>Expended</i>	8	TR-17-038	Onion Valley
	<i>2019-2020</i>	<i>(\$80,000)</i>	<i>Projected & Committed</i>	<i>9</i>	<i>TR-16-061</i>	<i>Cactus Flat</i>
	2019-2020	(\$113,218)	<i>Expended</i>	10A-Phase I	TR-18-034A	N Round Valley Bridge-Birch Lane Overlay
	<i>2019-2020</i>	<i>(\$290,086)</i>	<i>Projected & Committed</i>	<i>10-Phase I</i>	<i>TR-17-034</i>	<i>N Round Valley Bridge-Engineering</i>
	2019-2020	(\$500,000)	<i>Projected</i>	11		Panamint Valley Road
	2019-2020	(\$500,000)	<i>Projected</i>	12		Old Spanish Trail Hwy
Total 2019-2020		(\$3,953,342)				
Projected RMRA Carryover 2020-2021		\$1,434,815				
Estimated RMRA Funds 2020-2021		\$3,101,983				

Road tax revenues or funds are divided between two categories, Discretionary and Restricted. Discretionary Funds can be used for a broad variety of projects with a clear nexus to transportation. Restricted Funds must be used for a specific purpose. Highway User Tax (HUTA) is a discretionary fund that can be used to pay any operational costs of the road department, including salaries, overhead, equipment purchase and maintenance, buy materials, plow snow, or for any other specific or unique projects. The SB-1/RMRA gas tax funds are restricted funds that can only be spent on projects that have been approved by a County of Inyo Board resolution and subsequently submitted annually to the State of California through the CalSMART program before the work is performed.

If the county-wide average Pavement Condition Index (PCI) is 80 percentile or less, the gas tax funds must be used to maintain existing roadways. If the county-wide average PCI is 81 percentile or higher, the SB-1/RMRA funds may be spent on ancillary projects, such as bike trails, charging stations, etc. Inyo County's Paved Road System currently has a PCI rating of 60 (Fair)

Inyo County was previously contracted with NCE of Reno, Nevada to implement a Pavement Management Program (PMP). One task of this PMP is to perform a pavement condition assessment of the county paved roads. One-third of the 510 centerline miles of county paved roads are inspected annually. The results are uploaded to a MicroPaver Database for analysis. This results in every paved road mile being inspected, and assigned a PCI rating every three years.

In addition to HUTA discretionary funds and SB-1/RMRA restricted funds, there are various other sources of revenues for specific projects, mostly from State and Federal grants, as listed below.

OTHER PROJECT FUNDING SOURCES

HUTA	Highway User Tax Account (2103-2106)
SB-1/RMRA	Senate Bill 1 – RMRA (Road Maintenance and Rehabilitation Account)
RSTP	Regional Surface Transportation Program
HSIP	Highway Safety Improvement Tax
STIP	State Transportation Improvement Program
HBP	Highway Bridge Program
ATP	Active Transportation Program
OES	California Office of Emergency Services
FLAP	Federal Land Access Program

CAPITAL IMPROVEMENT PROGRAM

PROJECT PRIORITIZATION

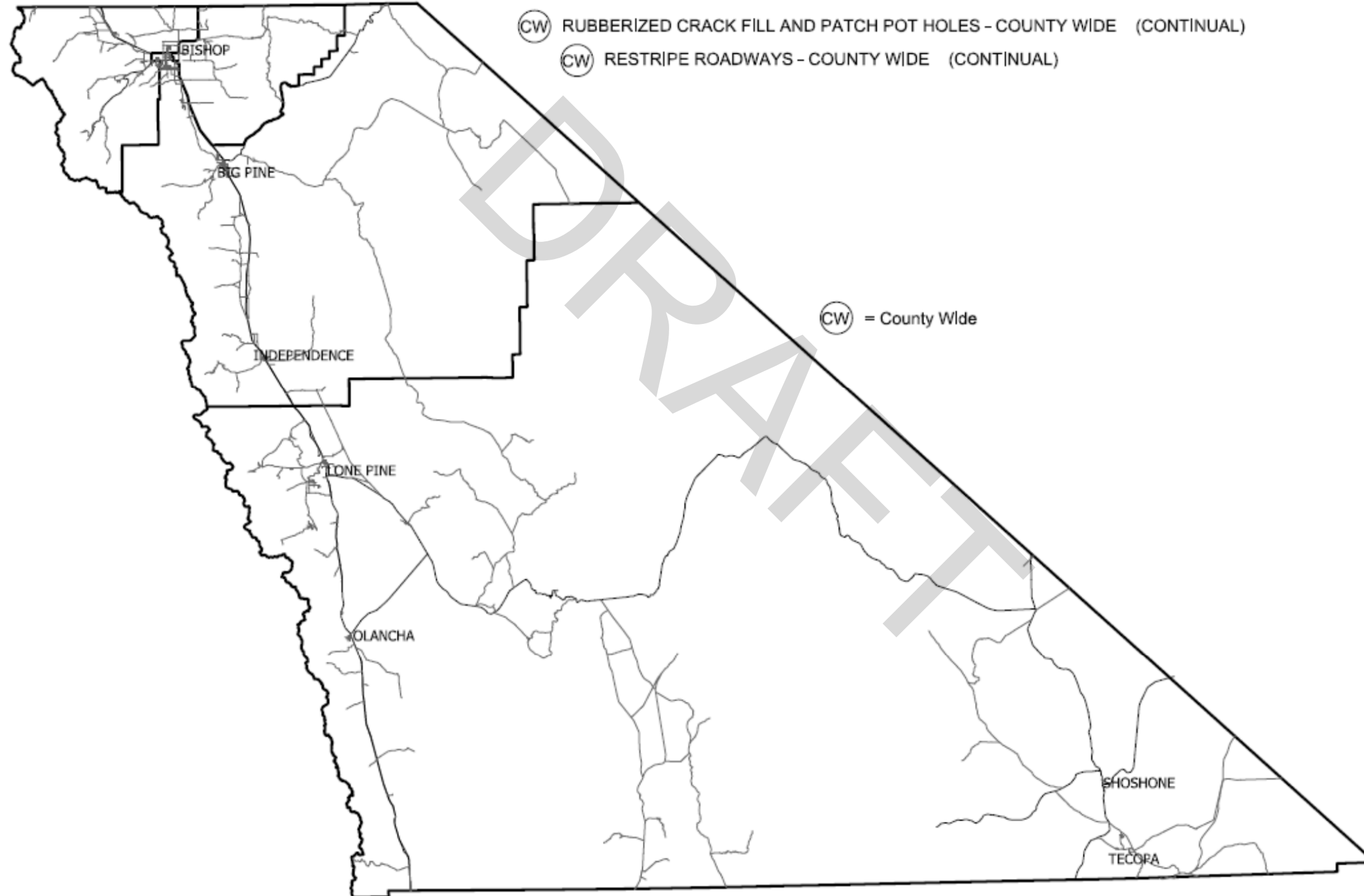
The goal of any reinvestment plan that applies scarce county tax dollars is to distribute the funds equitably while improving and protecting the county's largest asset based primarily on the following criteria, from greatest to least.

- Public Safety
- Scheduled Maintenance – Preservation of Capital Assets through the Pavement Management Program
- Efficient Travel

DRAFT

PROJECT MAPS AND LISTINGS

INYO COUNTY PUBLIC WORKS COMPLETED CIP PROJECTS 2017-2018



COMPLETED CIP PROJECTS 2017-2018

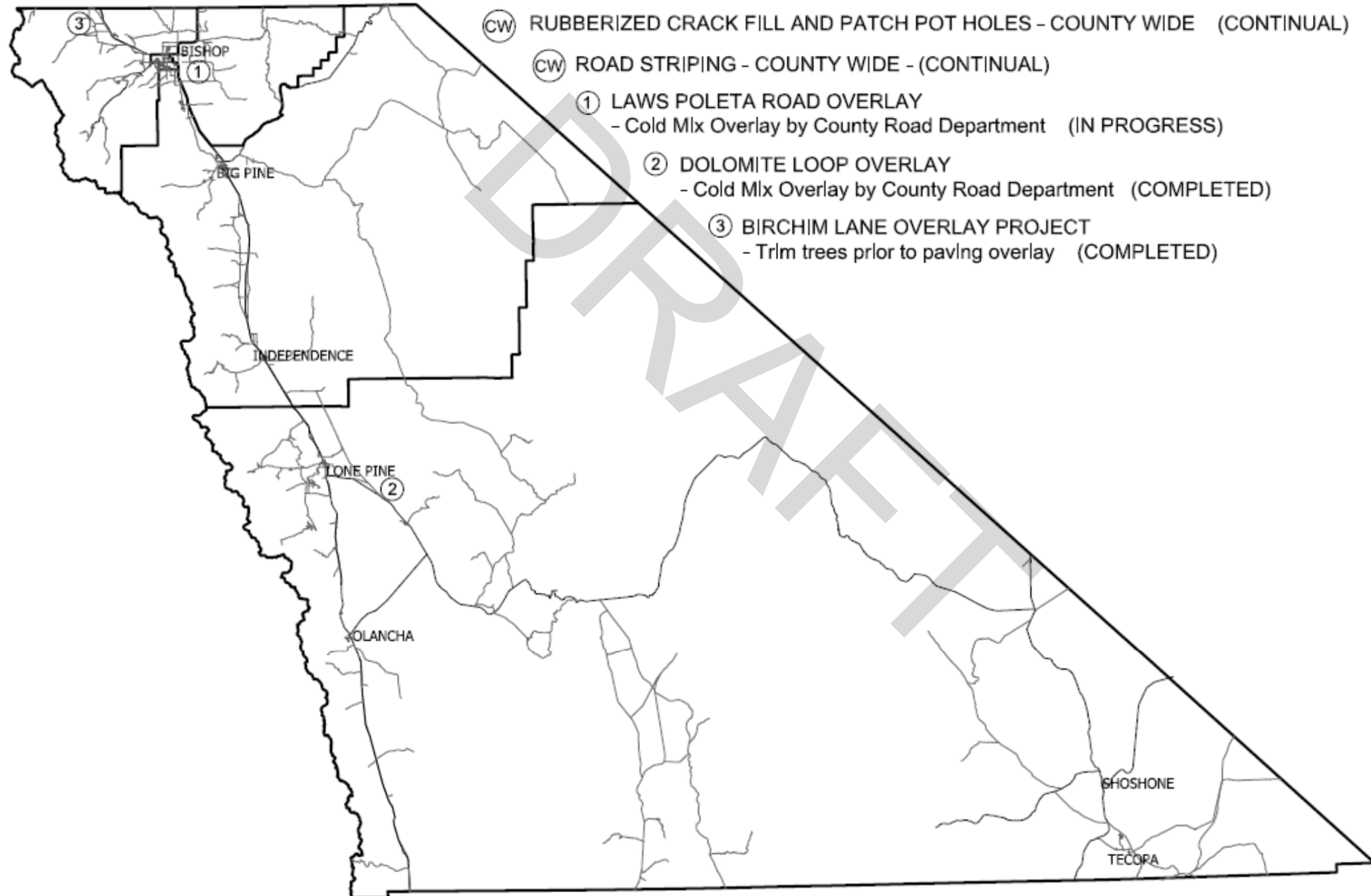
Advocate	Priority	Map ID #	TR #	Super District	Road District	Road Number	Fiscal Year	Road & Bridge Projects	Scope of Work	Estimated Costs	Actual Costs	RMRA Funding	Other Funding
Road Maintenance- Force Account Work - Self Performed Work													
Chris Cash		CW	18-002	All	All	County Wide	2017-2018	Rubberized Crack Fill / Patching Project	Apply rubberized crack fill and patch pot holes as required*	\$470,000	\$596,838	\$596,838	
Chris Cash		CW	18-002	All	All	County Wide	2017-2018	Road Striping	Restripe roadways as required	\$220,000	\$40,377	\$40,377	
Estimated Total Force Account Work										\$690,000	\$637,215	\$637,215	\$0

*Bolted line items have been completed

Total All Projects 2017-2018	\$690,000	\$637,215	\$637,215	\$0
RMRA Funds Received 2017-2018			\$613,383	
RMRA Funds Carried Over to 2018-2019			(\$23,832)	

**The actual costs are higher than the estimated costs because the actual quantity of Crafcro crack sealant material was more than was required to complete this fiscal year's scope-of-work. This occurred to enable the realization of a significant per unit price break. This will reduce the actual costs of the succeeding year's crack sealant operation.*

INYO COUNTY PUBLIC WORKS CIP PROJECTS COMPLETED OR ACTIVE 2018-2019



COMPLETED OR ACTIVE CIP PROJECTS 2018-2019

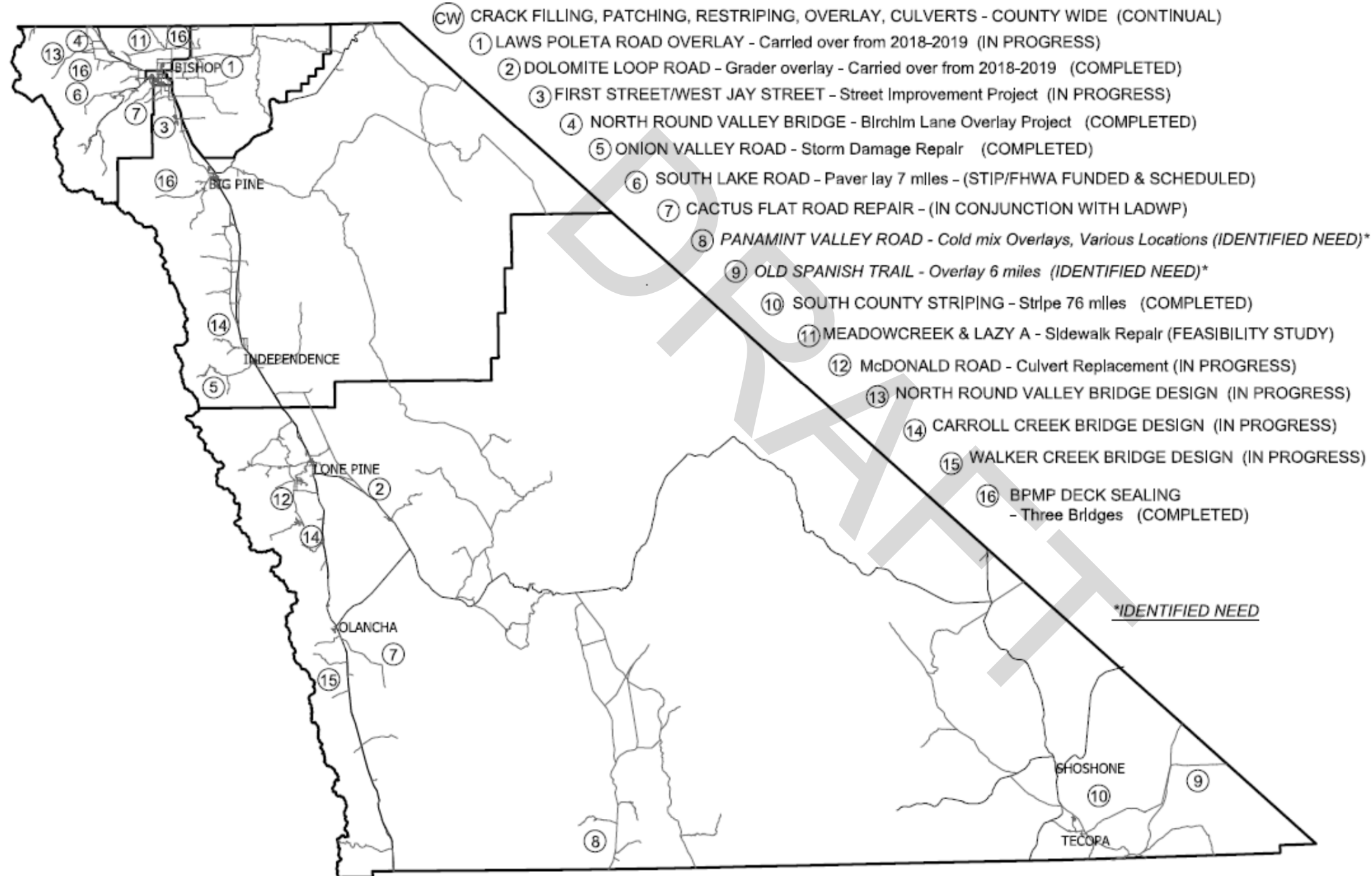
Advocate	Map ID #	TR #	Super District	Road District	Road Number	Fiscal Year	Road & Bridge Projects	Scope of Work	Estimated Costs	Actual Costs	RMRA Funding	Other Funding
Road Maintenance- Force Account Work - Self Performed Work												
Chris Cash	CW	18-002	All	All	County Wide	2018-2019	Rubberized Crack Fill / Patching Project	Apply rubberized crack fill and patch pot holes as required	\$470,000	\$358,989	\$358,989	
Chris Cash	CW	18-002	All	All	County Wide	2018-2019	Road Striping	Restripe roadways as required	\$220,000	\$103,266	\$103,266	
Chris Cash	1	18-002	2	1	1045	2018-2019	Laws Poleta Road Overlay	Grader Overlay Project (Carried over from 2017-2018)	\$532,000	\$7,594	\$7,594	
Chris Cash	2	18-002	5	4	4010	2018-2019	Dolomite Loop Overlay	Grader Overlay Project (Carried over from 2017-2018)	\$395,000	\$65,618	\$65,618	
Ashley Helms	3	17-034A	1	1	1003	2018-2019	Birchim Lane Detour	Trim trees for Birchim Lane detour around Round Valley bridge	\$75,000	\$78,844	\$0	\$59,133
Estimated Total Force Account Work									\$1,692,000	\$614,311	\$535,467	\$59,133

*Bolded line items have been completed

Total All Projects 2018-2019	\$1,692,000	\$614,311	\$535,467	\$59,133
RMRA Funds Carried Over to 2018-2019	(\$23,832)			
RMRA Funds Received 2018-2019	\$2,839,963			
RMRA Funds to Carry Over to 2019-2020	\$2,280,664			

INYO COUNTY PUBLIC WORKS

ACTIVE, ANTICIPATED OR IDENTIFIED CIP PROJECTS 2019+



ACTIVE, ANTICIPATED OR IDENTIFIED CIP PROJECTS 2019+

34600	Priority	Map ID #	TR #	Super District	Road District	Road Number	Fiscal Year	Road & Bridge Projects	Scope of Work	Estimated Costs	Actual Costs	RMRA Funding	Other Funding
Road Maintenance- Force Account Work - Self Performed Work													
Chris Cash		CW	18-002	All	All	County Wide	2019-2020	Crack Fill/Patching/Restriping/Overlay/Culverts	Crack fill/patching/restriping/overlay/culverts as required	\$1,000,000	TBD	\$1,000,000	
Chris Cash		1	18-002	2	1	1045	2019-2020	Laws Poleta Road Overlay	Grader Overlay Project (Carried over from 2018-2019)	\$524,406	TBD	\$524,406	
Chris Cash		2	18-002	5	4	4010	2019-2020	Dolomite Loop Overlay	Grader Overlay Project (Carried over from 2018-2019)	\$329,382	TBD	\$329,382	
Estimated Total Force Account Work										\$1,853,788		\$1,853,788	\$0

Road Paving Projects-Contracted or Proposed													
		3		3	2	2044	2019-2020	First St./ West Jay Street improvement Project	Contribution toward County portion of subbase, pave, curb and gutter (Total Cost)	\$235,000	\$235,000	\$235,000	
		4	17-034A	1	1	1003	2019-2020	N. Round Valley Bridge - Birchim Lane Overlay Project	Grader pave 1.3 miles of roadway 22' wide	\$436,740	\$452,872	\$113,218	\$339,654
		5	17-038	4	4	3047	2019-2020	Onion Valley Road Storm Damage Repair	Remove existing road at washout near trailhead, overexcavate and recompact, install asphalt treated base and subdrain system, and repave.	\$626,125	\$525,000	\$131,250	\$393,750
		6		1	1	2022	2019-2020	South Lake Road	Repave 7 miles of South Lake Road	\$11,369,000	TBD	\$100,000	\$11,269,000
		8	16-061	5	4	5024	2019-2020	Cactus Flat Road Repair	Repave area beyond DWP realignment	\$80,000	TBD	\$80,000	
Luis Huerta		9		5	4	5018	2019-2020	Panamint Valley Road	Cold Mix Overlays, various locations	\$500,000	TBD	\$500,000	
Shane Rily		10		5	5	5007	2019-2020	Old Spanish Trail 'Hwy 127 to 6 Miles'	Rehab or Overlay 6 miles of roadway 20' wide	\$500,000	TBD	\$500,000	
		11	16-050	5	5	5002,5007,5018,5020	2019-2020	South County Striping	76 miles of edge striping on Old Spanish Trail, Panamint Valley Road, Trona Wildrose Road, and State Line Road	\$336,242	\$195,123	\$0	\$195,123
Estimated Total Road Paving Projects -Contracted or Proposed										\$14,083,107		\$1,659,468	\$12,197,527

Engineering Projects-Sidewalks, Curbs & Gutter Replacement													
		12	18-035	1	2	Multiple	2019-2020	Meadow Creek I/II, Lazy A Sidewalk Improvement	Remove and replace existing sidewalk and curb & gutter that has been damaged, in most cases by tree roots from adjacent homeowners properties	\$150,000	TBD	\$150,000	
Estimated Total Engineering Projects-Sidewalk, Curb & Gutter										\$150,000		\$150,000	\$0

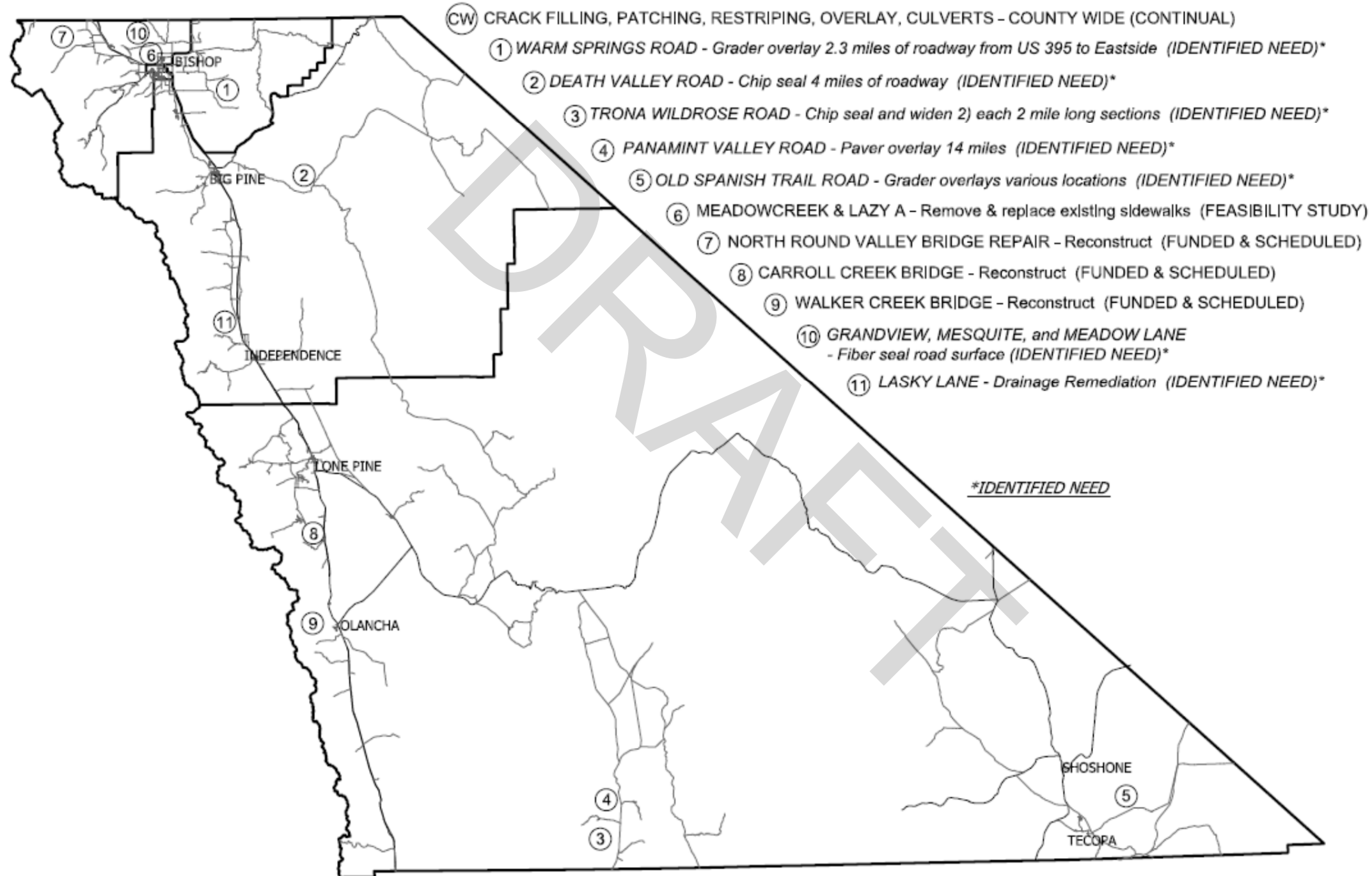
Engineering Projects-Storm Drainage & Culverts													
Jake Trauscht		13	18-061			4049	2019-2020	McDonald Road, Alabama Hills, Lone Pine	Excavate and install 60 LF culvert 36" diameter	\$21,000	TBD	\$0	
Estimated Total Engineering Projects-Storm Drainage & Culverts										\$21,000		\$0	\$0

Bridge Projects													
Ashley Helms		15	17-034	1	1	1003	2019-2020	North Round Valley Bridge Repair - 1st Year	Complete design of bridge over Pine Creek	\$1,160,346	TBD	\$290,086	\$870,260
Ashley Helms		16		5	4	4024	2019-2020	Carroll Creek Road Bridge Design	Bridge replacement and road realignment - Finish Design	\$283,000	TBD	\$0	\$283,000
Ashley Helms		17		5	4	5022	2019-2020	Walker Creek Road Bridge Design	Bridge replacement and road realignment - Finish Design	\$347,000	TBD	\$0	\$347,000
Trevor Taylor		18		1,4	1,3	1009,1036,3002	2019-2020	BPMP Deck Sealing	Sealing bridge decks 2) Pine Creek 1) Glacier Lodge, (1) Five Bridges	\$196,800	\$111,817	\$0	\$111,817
Estimated Total Bridge Projects										\$1,987,146		\$290,086	\$1,612,077

*Bolted line items have been completed

Estimated Total All Projects 2019-2020	\$18,095,041		\$3,953,342	\$13,809,604
RMRA Funds Carried Over from 2018-2019			\$2,280,664	
RMRA Funds Received or Projected 2019-2020			\$3,107,492	
RMRA Funds to Carry Over to 2020-2021			\$1,434,814	

INYO COUNTY PUBLIC WORKS ANTICIPATED OR IDENTIFIED CIP PROJECTS 2020+



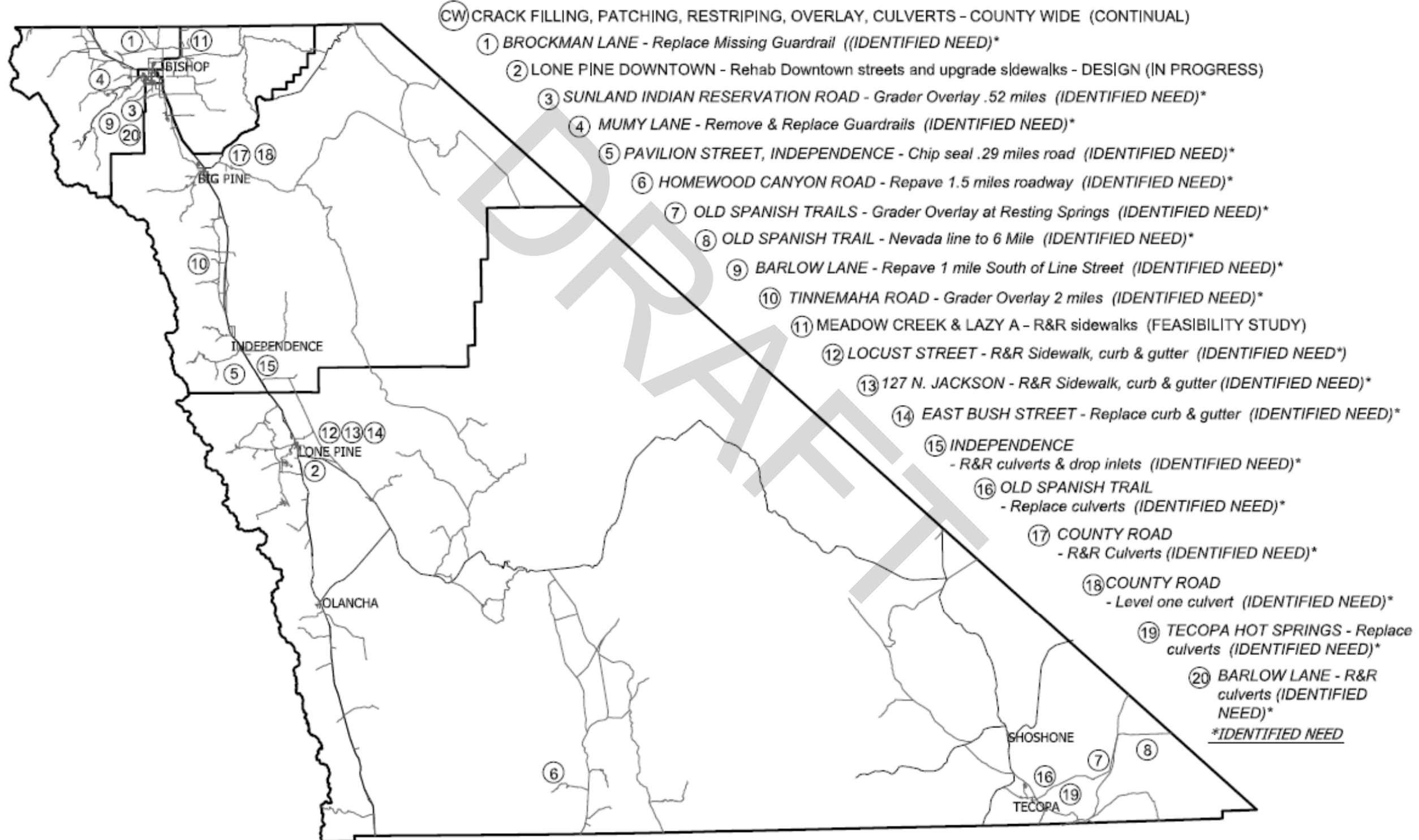
ANTICIPATED OR IDENTIFIED PROJECTS 2020+

Advocate	Priority	Map ID #	TR #	Super District	Road District	Road Number	Fiscal Year	Road & Bridge Projects	Scope of Work	Estimated Costs	Actual Costs	RMRA Funding	Other Funding
Road Maintenance - Force Account Work - Self Performed Work													
Chris Cash		CW	18-002	All	All	County Wide	2020-2021	Crack Fill/Patching/Restriping/Overlay/Culverts	Crack fill/patching/restriping/overlay/culverts as required	\$1,000,000	TBD	\$1,000,000	
Estimated Total Force Account Work										\$1,000,000		\$1,000,000	\$0
Road Paving Projects-Contracted or Proposed													
Shannon Platt	E	1	18-002	2	1	2018	2020-2021	Warm Springs Road	Grader Overlay 2.3 miles of roadway 24' wide from US 395 to Eastside \$3/SF	\$900,000	TBD	\$900,000	
Dale Renfro	A	2	18-002	4	3	2017	2020-2021	Death Valley Road	Chip seal 4 miles of 24' wide roadway from 11.2 miles to 15.2 miles East of Hwy 168	\$700,000	TBD	\$700,000	
Luis Huerta	B	3	18-002	5	4	5029	2020-2021	Trona Wildrose Road	Chip seal and widen 2) each 2 mile long sections 22' wide	\$650,000	TBD	\$650,000	
Luis Huerta	C	4	18-002	5	4	5018	2020-2021	Panamint Valley Road	14 miles of paver overlay 22' wide	\$500,000	TBD	\$500,000	
Shane Rily	D	5	18-002	5	5	5007	2020-2021	Old Spanish Trail Road	Cold Mix Road Overlays, various locations	\$250,000	TBD	\$250,000	
Shannon Platt		7		2	1	1067,1068,1069	2020-2021	Grandview, Mesquite, and Meadow Lane in West Bishop	Apply two coats of fiber seal to road surface	\$150,000	TBD	\$150,000	
Estimated Total Road Paving Projects-Contracted or Proposed										\$3,150,000		\$3,150,000	\$0
Engineering Projects-Sidewalks, Curbs & Gutter Replacement													
Chris Cash		6	18-035	1	2	Multiple	2020-2021	Meadow Creek I/II, Lazy A Sidewalk Improvement	Remove and replace existing sidewalk and curb & gutter that has been damaged, in most cases by tree roots from adjacent homeowners properties	\$150,000	TBD	\$150,000	
		4						Lone Pine Town Rehab Design	Environmental Assessment	\$61,000	TBD	\$0	\$61,000
								Lone Pine ADA	Environmental, Design, & ROW	\$350,000	TBD	\$0	\$350,000
Chris Cash		14		5	4	4034	2020-2021	Lasky Lane Drainage Remediation	Design & construct surface drainage system	\$20,000	TBD	\$20,000	
Estimated Total Engineering Projects-Sidewalk, Curb & Gutter										\$581,000	\$0	\$170,000	\$411,000
Bridge Projects													
Ashley Helms		7	17-034	1	1	1003	2020-2021	North Round Valley Bridge Repair - 2nd Year	Demolish existing bridge structure and rebuild new one across Pine Creek	\$2,000,000	TBD	\$500,000	\$1,500,000
Ashley Helms		8	11-017	5	4	4024	2020-2021	Carroll Creek Bridge Construction	Reconstruct bridge over DWP Aquaduct	\$2,450,000	TBD	\$0	\$2,450,000
Ashley Helms		9	11-019	5	4	5022	2020-2021	Walker Creek Bridge Construction	Reconstruct bridge over DWP Aquaduct	\$3,250,000	TBD	\$0	\$3,250,000
Estimated Total Bridge Projects										\$7,700,000		\$500,000	\$7,200,000

*Bolded line items have been completed

Estimated Total All Projects 2020-2021	\$12,431,000	\$4,820,000	\$7,611,000
RMRA Funds Carried Over from 2019-2020		\$1,434,814	
RMRA Funds Projected 2020-2021		\$3,107,492	
RMRA Funds to Carry Over to 2021-2022		(\$277,694)	

INYO COUNTY PUBLIC WORKS ANTICIPATED OR IDENTIFIED CIP PROJECTS 2021+



ANTICIPATED OR IDENTIFIED CIP OBJECTS 2021+

Advocate	Map ID #	TR #	Super District	Road District	Road Number	Fiscal Year	Road & Bridge Projects	Scope of Work	Estimated Costs	Actual Costs	RMRA Funding	Other Funding
Road Maintenance-Force Account Work - Self Performed Work												
Chris Cash	CW	18-002	All	All	County Wide	2021-2022	Crack Fill/Patching/Restriping/Overlay/Culverts	Crack fill/patching/restriping/overlay/culverts as required	\$1,000,000	TBD	\$1,000,000	
Estimated Total Force Account Work									\$1,000,000		\$1,000,000	\$0

Road Paving Projects-Contracted or Proposed												
Shannon Platt	1		3	1	1030	2021-2022	Brockman Lane	R/R missing guardrail at Bishop Creek (K-Rail)	\$25,000	TBD	Identified Need	
Trevor Taylor	2		5	4	Multiple	2021-2022	Lone Pine Town Rehab Design & Engineering	Repave Downtown Streets, bring sidewalks up to ADA standards	\$239,000	TBD	\$0	\$239,000
Shannon Platt	3		1	1	2031	2021-2022	Sunland Indian Reservation Road from US395 to Sunland	Grader Overlay .52 miles of roadway 24' wide	\$200,000	TBD	Identified Need	
Shannon Platt	4		2	1	1025	2021-2022	Mummy Lane	R/R 3) each 20' sections of guardrails	\$30,000	TBD	Identified Need	
Dale Renfro	5		4	3	3408 & 3408A	2021-2022	Pavilion Street East & West, independence	Chip seal .29 miles of roadway 48' wide	\$100,000	TBD	Identified Need	
Luis Huerta	6		5	4	5048	2021-2022	Homewood Canyon Road	Repave 1.5 miles of roadway 24' wide and restripe	\$570,000	TBD	Identified Need	
Shane Rily	7		5	5	5007	2021-2022	Old Spanish Trail 'Resting Springs'	Overlay 2 miles of roadway 20' wide	\$640,000	TBD	Identified Need	
Shane Rily	8		5	5	5007	2021-2022	Old Spanish Trail 'Nevada Line to 6 Miles'	Rehab or Overlay 3 miles of roadway 20' wide	\$1,900,000	TBD	Identified Need	
Shannon Platt	9		3	1	1033	2021-2022	Barlow Lane South of Line Street	Repave 1 mile of roadway 24' wide from Hwy 168 to Underwood Lane	\$400,000	TBD	Identified Need	
Dale Renfro	10		4	3	3018	2021-2022	Tinnemaha Road	2.0 miles cold mix overlay 20' wide = \$633,600/6.0 miles crack seal/chip seal 30' wide = \$1,330,560	\$2,000,000	TBD	Identified Need	
Estimated Total Road Paving Projects -Contracted or Proposed									\$6,104,000		\$0	\$239,000

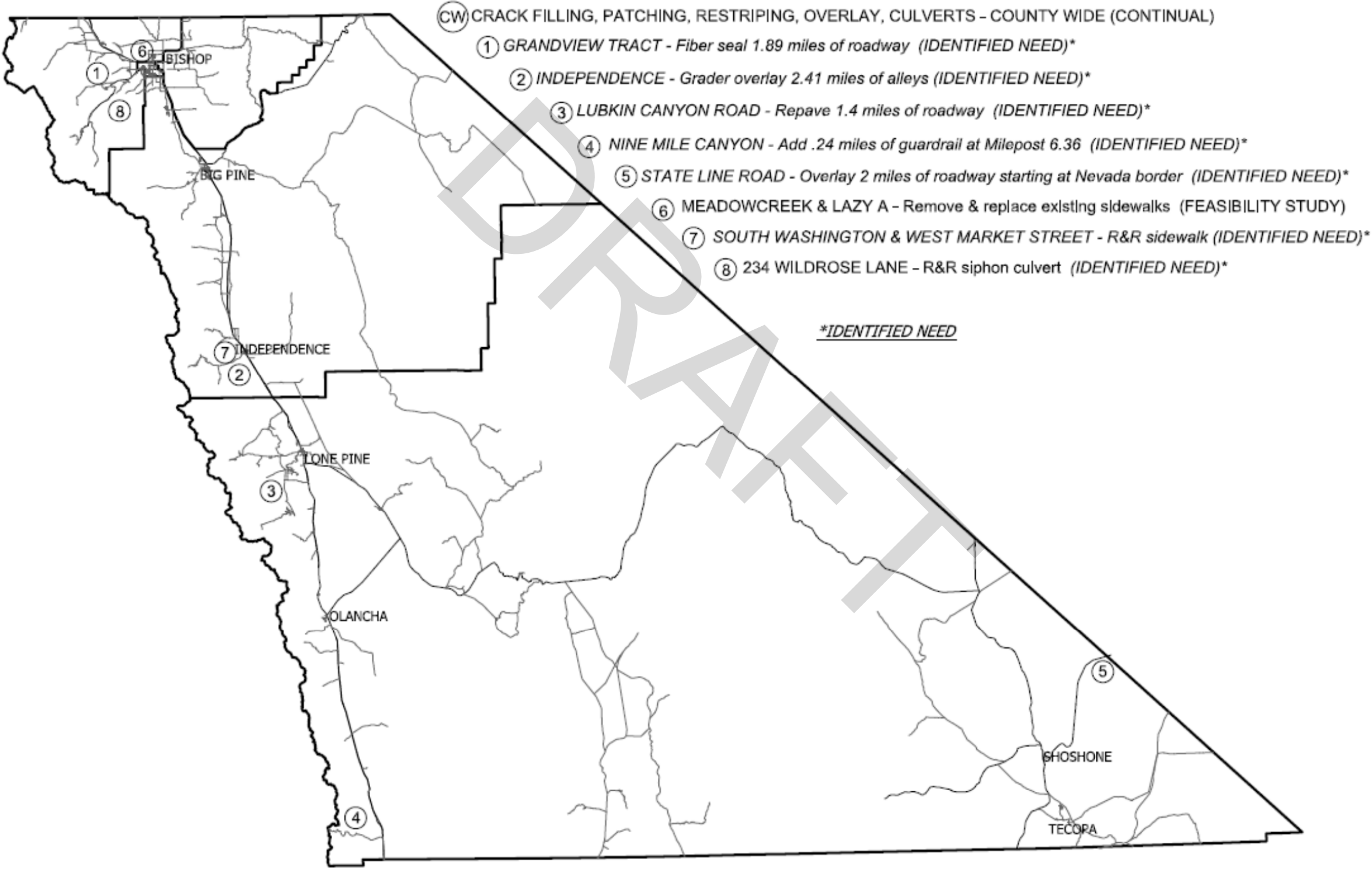
Engineering Projects-Sidewalks, Curbs & Gutter Replacement												
Chris Cash	11	18-035	1	2	Multiple	2021-2022	Meadow Creek I/II, Lazy A Sidewalk Improvement	Remove and replace existing sidewalk and curb & gutter that has been damaged, in most cases by tree roots from adjacent homeowners properties	\$150,000	TBD	Identified Need	
									\$1,589,000			\$1,589,000
Luis Huerta	12		5	4	3203	2021-2022	Locust Street in Front of School	Sidewalk curb and gutter and ADA ramps	\$100,000	TBD	Identified Need	
Luis Huerta	13		5	4	3419	2021-2022	127 North Jackson Street	Sidewalk curb and gutter and ADA ramps	\$10,000	TBD	Identified Need	
Luis Huerta	14		5	4	4904	2021-2022	110/134 East Bush Street	Sidewalk curb and gutter and ADA ramps	\$20,000	TBD	Identified Need	
Estimated Total Engineering Projects-Sidewalk, Curb & Gutter									\$1,869,000		\$0	\$1,589,000

Engineering Projects-Storm Drainage & Culverts												
Dale Renfro	15		4	3	Multiple	2021-2022	All of Independence	Replace drop inlets & flood culverts	\$500,000	TBD	Identified Need	
Shane Rily	16		5	5	5007	2021-2022	Old Spanish Trail	Replace 7-8 culverts and head walls	\$75,000	TBD	Identified Need	
Dale Renfro	17			3	2028	2021-2022	County Road Big Pine	Remove and replace 4' - 5' culvert	\$3,000	TBD	Identified Need	
Dale Renfro	18		4	3	2028	2021-2022	County Road Big Pine	Relevel or remove and replace culvert	\$10,000	TBD	Identified Need	
Shane Rily	19		5	5	5006	2021-2022	Tecopa Hot Springs	Replace 7-8 culverts and head walls	\$30,000	TBD	Identified Need	
Shannon Platt	20		3	1	1033	2021-2022	Barlow Lane	R/R all culverts, all are original and rusting out	\$55,000	TBD	Identified Need	
Estimated Total Engineering Projects-Storm Drainage & Culverts									\$673,000		\$0	\$0

*Bolted line items have been completed

Estimated Total All Projects 2021-2022	\$9,646,000	Estimated	\$1,000,000	\$1,828,000
RMRA Funds Projected 2021-2022		Estimated	\$3,107,492	

INYO COUNTY PUBLIC WORKS ANTICIPATED OR IDENTIFIED CIP PROJECTS 2022+

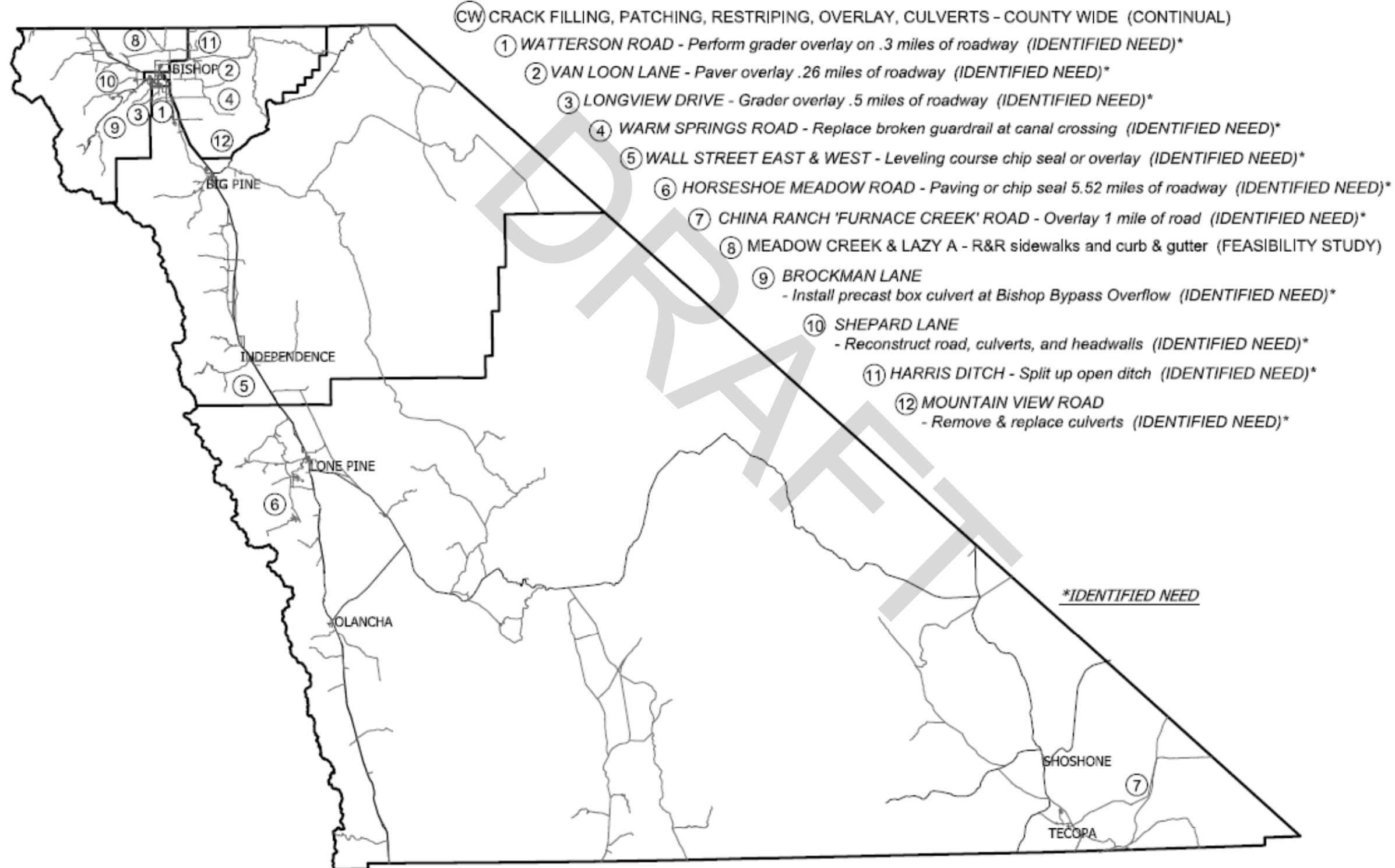


ANTICIPATED OR IDENTIFIED CIP PROJECTS 2022+

Advocate	Map ID #	TR #	Super District	Road District	Road Number	Fiscal Year	Road & Bridge Projects	Scope of Work	Estimated Costs	Actual Costs	RMRA Funding	Other Funding	
Road Maintenance- Force Account Work - Self Performed Work													
Chris Cash	CW	18-002	All	All	County Wide	2022-2023	Crack Fill/Patching/Restriping/Overlay/Culverts	Crack fill/patching/restriping/overlay/culverts as required	\$1,000,000	TBD	\$1,000,000		
Estimated Total Force Account Work									\$1,000,000		\$1,000,000	\$0	
Road Paving Projects-Contracted or Proposed													
Shannon Platt		1		1	1	Multiple	2022-2023	Grandview Tract (Pinyon, Indian Creek, Tumbleweed, Morningside, Wildrose, Laurel, Cedar, Birch, etc)	Slurry Seal 1.89 miles of roadway 36' wide	\$450,000	TBD	Identified Need	
Dale Renfro		2		4	3	Multiple	2022-2023	All Alleys in Independence	Leveling course/overlay 2.41 miles x 30' wide	\$1,200,000	TBD	Identified Need	
Luis Huerta		3		5	4	4023	2022-2023	Lubkin Canyon Road	Repave 1.4 miles of roadway 20' wide from US 395 to the West, Luis Huerta said he might trade this for a Lone Pine road instead	\$450,000	TBD	Identified Need	
Luis Huerta		4		5	4	5040	2022-2023	Nine Mile Canyon	Add .24 miles of additional guardrail starting at milepost 6.36 and going to milepost 6.6, basically infilling between the existing guardrail sections. (Assume a starting milepost of 0 at intersection of US 395)	\$80,000	TBD	Identified Need	
Shane Rily		5		5	5	5002	2022-2023	State Line Road from 'Nevada Line'	Overlay 2 miles of Stateline Road 24' wide starting at the Nevada Border	\$760,000	TBD	Identified Need	
Estimated Total Road Paving Projects - Contracted or Proposed									\$2,940,000		\$0	\$0	
Engineering Projects-Sidewalks, Curbs & Gutter Replacement													
Chris Cash		6	18-035	1	1	Multiple	2022-2023	Meadow Creek I/II, Lazy A Sidewalk Improvement	Remove and replace existing sidewalk and curb & gutter that has been damaged, in most cases by tree roots from adjacent homeowners properties	\$150,000	TBD	Identified Need	
Dale Renfro		7		4	3	3216,3405	2022-2023	South Washington & West Market Street, Independence	Remove existing stumps, replace missing sections of sidewalks that were removed due to tree root damage	\$15,000	TBD	Identified Need	
Estimated Total Engineering Projects-Sidewalks, Curbs & Gutter Replacement									\$165,000		\$0	\$0	
Engineering Projects-Storm Drainage & Culverts													
Shannon Platt		8		2	1	1081	2022-2023	234 Wild Rose Lane	Remove & replace siphon culvert	\$6,000	TBD	Identified Need	
Estimated Total Engineering Projects-Storm Drainage & Culverts									\$6,000		\$0	\$0	
Estimated Total All Projects 2022-2023									\$4,111,000	Estimated	\$1,000,000	\$0	
RMRA Funds Projected 2022-2023										Estimated	\$3,107,492		

*Bolted line items have been completed

INYO COUNTY PUBLIC WORKS ANTICIPATED OR IDENTIFIED CIP PROJECTS 2023+



ANTICIPATED OR IDENTIFIED CIP PROJECTS 2023+

Advocate	Map ID #	TR #	Super District	Road District	Road Number	Fiscal Year	Road & Bridge Projects	Scope of Work	Estimated Costs	Actual Costs	RMRA Funding	Other Funding
Road Maintenance- Force Account Work - Self Performed Work												
Chris Cash	CW	18-002	All	All	County Wide	2023-2024	Crack Fill/Patching/Restriping/Overlay/Culverts	Crack fill/patching/restriping/overlay/culverts as required	\$1,000,000	TBD	\$1,000,000	
Estimated Total Force Account Work									\$1,000,000		\$1,000,000	\$0

Road Paving Projects-Contracted or Proposed													
Shannon Platt		1		1	1	1075	2023-2024	Watterson Road	Perform a grader overlay on approximately .3 miles of roadway 24' wide from Reata Road to end	\$115,000	TBD	Identified Need	
Shannon Platt		2		2	1	2050	2023-2024	Van Loon Lane	Paver Overlay .26 miles of roadway 24' wide	\$100,000	TBD	Identified Need	
Shannon Platt		3		2	1	1074	2023-2024	Longview Drive	Grader Overlay .5 miles of roadway 30' wide	\$240,000	TBD	Identified Need	
Shannon Platt		4		2	1	2018	2023-2024	Warm Springs Road	Replace broken guardrail at canal crossing	TBD	TBD	Identified Need	
Dale Renfro		5		4	3	3402 & 3402A	2023-2024	Wall Street East & West	Leveling course/chip seal or overlay .29 miles x 60' wide	\$130,000	TBD	Identified Need	
Luis Huerta		6		5	4	4017	2023-2024	Horseshoe Meadow Road	Paving or chip seal 5.52 miles of 24' wide roadway from Whitney Portal to Lubken	\$1,000,000	TBD	Identified Need	
Shane Rily		7		5	5	5008	2023-2024	China Ranch 'Furnace Creek Road'	Overlay 1 mile of 24' wide roadway from Furnace Creek Ranch Road South to County line	\$380,000	TBD	Identified Need	
Estimated Total Road Paving Projects-Contracted or Proposed									\$1,965,000		\$0	\$0	

Engineering Projects-Sidewalks, Curbs & Gutter Replacement													
Chris Cash		8	18-035	1	2	Multiple	2023-2024	Meadow Creek I/II, Lazy A Sidewalk Improvement	Remove and replace existing sidewalk and curb & gutter that has been damaged, in most cases by tree roots from adjacent homeowners properties	\$150,000	TBD	Identified Need	
Estimated Total Engineering Projects-Sidewalk, Curb & Gutter									\$150,000		\$0	\$0	

Engineering Projects-Storm Drainage & Culverts													
Shannon Platt		9		2	1	1030	2023-2024	Brockman Lane	Place large precast box culverts at Bishop Bypass Overflow (40' long x 20' wide 10' tall)	\$100,000	TBD	Identified Need	
Shannon Platt		10		2	1	1026	2023-2024	Shepard Lane	Completely reconstruct including culverts/headwalls	\$75,000	TBD	Identified Need	
Shannon Platt		11		2	1	N/A	2023-2024	Harris Ditch - Valley View & Choctaw	Need to split up open ditch (currently concrete lined)	\$15,000	TBD	Identified Need	
Luis Huerta		12		5	4	1051	2023-2024	Mountain View Road (the whole town)	Remove and replace culverts	\$20,000	TBD	Identified Need	
Estimated Total Engineering Projects-Storm Drainage & Culverts									\$210,000		\$0	\$0	

*Bolted line items have been completed

Estimated Total All Projects 2023-2024	\$3,325,000	Estimated	\$1,000,000	\$0
RMRA Funds Projected 2023-2024		Estimated	\$3,107,492	

COUNTY WIDE – EVERY YEAR

RUBBERIZED CRACK FILL & PATCHING PROJECT



PROJECT LOCATION:

The locations are County-wide. Not all roads will receive treatment during Phase III. The routes receiving some work under this scope are:

Bishop Area: Routes #1001 through #1006

Big Pine Area: Routes #2001 through #2004

Independence Area: Routes #3001 through #3005, and #3008

Lone Pine Area: Routes #4001 through #4008

Tecopa/Shoshone Area: Routes #5002 through #5006

PROJECT DESCRIPTION:

SB-1/RMRA Project 1 The scope of work entails prepping and applying rubberized crack fill and pot hole patching to seal asphalt pavement to prevent water intrusion to the subgrade, protecting the subgrade from erosion and causing pavement failure.

USEFUL LIFE:

The estimated useful life of this work is 2-5 years. Rubberized crack sealing has the benefit of moving with the asphalt as it expands and contracts with the seasons, extending service life. Eventually the movement will exceed the adhesion of the product and it will fail, requiring another treatment.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	ACTUAL COSTS	FUNDING SOURCE
CRACK FILL	\$470,000	\$596,838*	SB-1/RMRA

**The actual costs are higher than the estimated costs because the actual quantity of Crafco crack sealant material was more than was required to complete this fiscal year's scope-of-work. This occurred to enable the realization of a significant per unit price break. This will reduce the actual costs of the succeeding year's crack sealant operation.*

SUPERVISORIAL DISTRICT(S): ALL

BUDGET YEAR: 2017-2018

SCHEDULE: CONSTRUCTION SUMMER OF 2018

COUNTY WIDE – EVERY YEAR

ROAD STRIPING AND PAVEMENT MARKINGS PROJECT



PROJECT LOCATION:

The locations are County-wide. Not all roads will receive treatment during Phase III. The routes receiving some work under this scope are:

Bishop Area: Routes #1001 through #1006

Big Pine Area: Routes #2001 through #2004

Independence Area: Routes #3001 through #3005, and #3008

Lone Pine Area: Routes #4001 through #4008

Tecopa/Shoshone Area: Routes #5002 through #5006

PROJECT DESCRIPTION: SB-1/RMRA Project 2

The scope of work entails the pavement striping required for center line, fog line, bike lane, as well as pavement markings STOP, CROSSWALKS, SPEED LIMIT, and SCHOOL BUS ZONES. This work is to follow the scope of work in Project 1, the rubberized crack seal operation.

USEFUL LIFE:

The estimated useful life of this work is 1-2 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	ACTUAL COSTS	FUNDING SOURCE
STRIPING	\$220,000	\$40,377	SB-1/RMRA

SUPERVISORIAL DISTRICT(s): ALL

BUDGET YEAR: 2017-2018

SCHEDULE: CONSTRUCTION SUMMER OF 2018

DRAFT

2018-2019

LAWS POLETA ROAD OVERLAY PROJECT



PROJECT LOCATION:

Laws Poleta Road is located approximately 5 miles East of Bishop, California off of State Highway 6

PROJECT DESCRIPTION: SB-1/RMRA Project 3

The Laws Poleta Road Overlay Project consists of widening approximately 2 miles of existing roadway from 16' to 22', and applying a cold mix overlay 1"-2" thick over approximately 5.03 miles of 22 foot wide road. The entire project runs from Poleta Road to Silver Canyon Road.

USEFUL LIFE:

The estimated useful life of this work is 20 years.

PCI (PAVEMENT CONDITION INDEX):

CURRENT: 61 FINAL 100

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
ROAD WIDENING MATERIALS (1,200T)	\$107,000	SB-1/RMRA
ROAD OVERLAY MATERIALS (3,300T)	\$300,000	SB-1/RMRA
LABOR/EQUIPMENT (WIDENING & OVERLAY)	\$125,000	SB-1/RMRA
TOTAL	\$532,000	

SUPERVISORIAL DISTRICT(s): 2

SCHEDULE: CONSTRUCTION SUMMER OF 2019

DRAFT

2019+

DOLOMITE LOOP ROAD OVERLAY PROJECT



PROJECT LOCATION:

Dolomite Loop Road (#4010) is between State Route 136 and US 395, approximately 10 miles southeast of Lone Pine, California

PROJECT DESCRIPTION: SB-1/RMRA Project 4

Dolomite Loop Road is a major haul road for many mining operations around the Owens Dry Lake Bed. The impact of heavy truck traffic has created numerous failed sections and potholes. The project consists of applying a cold mix overlay approximately 1" to 2" thick over 2.0 miles of 22 foot wide roadbed. This work is being performed with the County road crews at substantial savings. Additionally, the County Road Department obtained a substantial quantity of grindings from a local Caltrans project for use as road base.

USEFUL LIFE:

The estimated useful life of this work is 10 years.

PCI (PAVEMENT CONDITION INDEX):

CURRENT: 28 FINAL 100

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
ROAD OVERLAY MATERIALS	\$220,000	SB-1/RMRA
LABOR/EQUIPMENT (BASE & OVERLAY)	\$175,000	SB-1/RMRA
TOTAL	\$395,000	

SUPERVISORIAL DISTRICT(S): 5

SCHEDULE: CONSTRUCTION SUMMER OF 2019

2020+

SOUTH LAKE ROAD PROJECT



PROJECT LOCATION:

The project location is on South Lake Road between US 168 and the South Lake Trailhead Parking Area, approximately 12 miles southwest of Bishop, CA.

PROJECT DESCRIPTION: FLAP/STIP

The South Lake Road Project will consist of several operations to recondition the road. First, 6.9 miles of the existing pavement and subgrade will be pulverized and reclaimed for use as a new subbase. Additionally, the first 2.1 miles will be widened. The roadway will then be paved with new asphalt concrete pavement. The project scope includes grading, pulverizing existing pavement, installation, replacement, or adjustment of major and minor drainage structures,

slope stabilization, rock scaling, placement of crushed aggregate base and asphalt pavement, signing, striping and other safety related features necessary to meet current design standards.

USEFUL LIFE:

The estimated useful life of the project is 20 years.

PCI (PAVEMENT CONDITION INDEX):

CURRENT: 51 FINAL 100

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
	\$1,369,000	STIP
	\$10,000,000	FHWA
TOTAL	\$11,369,000	

PROJECT FUNDING:

In December 2014, Inyo County submitted a Federal Lands Access Program grant application for the South Lake Road Project. The competitive grant application proposed a 12% match. The Federal Highway Administration implements the project. The environmental and design components of the project have been completed. This project will leverage about \$10 million in Federal funding. The County proposed to fund the match for the project the 2018 State Transportation Improvement Program (STIP). The California Transportation Commission programmed the project, but moved it back two years because of over-programming in the early years of the STIP. The County will attempt to deliver the project on time through the STIP. If those funds are not available in a timely fashion, the County will use SB-1/RMRA funds to deliver the project.

SUPERVISORIAL DISTRICT(S): 1

SCHEDULE: CONSTRUCTION SPRING OF 2020

2020+
**MEADOW CREEK I/II, LAZY A SUBDIVISION SIDEWALK
IMPROVEMENT**



PROJECT LOCATION:

The project is located two miles north of the City of Bishop in the following three subdivisions, Meadow Creek I, Meadow Creek II, and Lazy A. The project is located in Route #1004 in the Inyo County Road System. Over the life of this project all or some of the sidewalk sections of 35 of the 50 roads on the identified route will be affected.

PROJECT DESCRIPTION: SB-1/RMRA Project 6

This project consists of grinding, repair, or removal and replacement of various sections of failing sidewalk. Included in the scope of work is substrate stabilization, tree removal and tree root pruning, installation of root barrier and mailbox relocations as required to comply with the Americans with Disability Act.

USEFUL LIFE:

Estimated useful life of this project is 20 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
PHASE I	\$150,000	SB-1/RMRA
TOTAL	\$150,000	

SUPERVISORIAL DISTRICT(s): 1

SCHEDULE: CONSTRUCTION SPRING OF 2020

2020+

FIRST STREET (PROPOSED WEST JAY STREET) IMPROVEMENT PROJECT



PROJECT LOCATION:

The area subject to improvement is West Jay Street (First Street) from US 395 to the West approximately 500'

PROJECT DESCRIPTION: SB-1/RMRA Project 7

The City of Bishop is lead in this Capital Improvement Project that encroaches onto an Inyo County owned road. In order to maximize efficiency and costs savings, Inyo County will be contributing \$235,000 towards the costs of new subbase, asphalt paving, curb, and gutter that would not otherwise be a part of the City of Bishop's scope-of-work. The total project cost is \$742,242

As a matter of clarification, First Street is being renamed to West Jay Street to eliminate confusion as there are currently two First Streets, one in the Inyo County Road System and the other in the City of Bishop system.

USEFUL LIFE:

The estimated useful life of the improvements is 20 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
	\$235,000	HUTA
TOTAL	\$235,000	

SUPERVISORIAL DISTRICT(S): 3

SCHEDULE: CONSTRUCTION SPRING OF 2020

2019

ONION VALLEY ROAD STORM DAMAGE REPAIR



PROJECT LOCATION:

West bound section of Onion Valley Road, approximately 13 miles West of the US 395 Intersection, and one mile from the end of the road where it terminates at a trail head and pack station.

PROJECT DESCRIPTION: SB-1/RMRA Project 8

In 2017 a storm system damaged a. The repair of the damaged section qualified for State of California OES (Office of Emergency Services) disaster funds at 75% reimbursement of project costs, with a 25% match contribution from the County of Inyo. The incident number is 2017-11, 3603. The project area is 1500' in length, and the Engineer's Estimate for the repair, as agreed to by the OES is \$626,125. The project area includes the damaged area as well as the adjacent areas that will need to be transitioned to the existing infrastructure. This project will consist of securing proper environmental permitting, repairing, and replacing part of the existing drainage system, replacing subbase, and pave the damaged area.

USEFUL LIFE:

The estimated useful life of the improvements is 20 years.

PCI (PAVEMENT CONDITION INDEX)

CURRENT: 70 FINAL 100

PROJECT COST ESTIMATE:

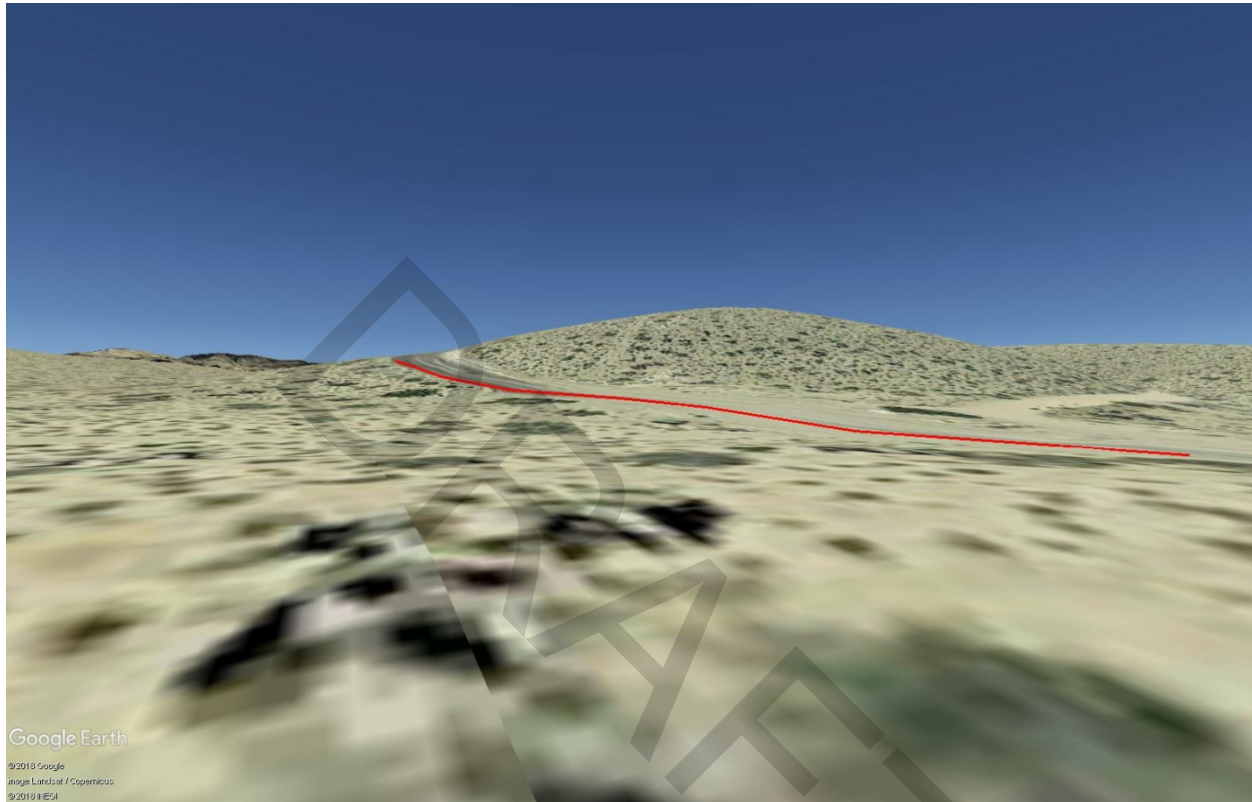
ITEM	BUDGETED COST	FUNDING SOURCE
COUNTY 25%	\$157,000	SB-1/RMRA
OES 75%	\$469,125	OES
TOTAL	\$626,125	

SUPERVISORIAL DISTRICT(s): 4

SCHEDULE: COMPLETED FALL OF 2019

2020+

CACTUS FLAT ROAD REPAIR



PROJECT LOCATION:

Cactus Flat Road is located in Inyo County, just South of Olancha. The section that will be repaired is approximately 5 miles East of the intersection of Cactus Flat Road and US 395, 5 miles South of Olancha.

PROJECT DESCRIPTION: SB-1/RMRA Project 9

The Cactus Flat Road Repair Project consists of applying an asphalt overlay of 1500' x 20' to damaged pavement on Cactus Valley Road. The Department of Water & Power, City of Los Angeles, (DWP), will be realigning Cactus Flat Road, an Inyo County road, to allow DWP to perform infrastructure upgrades. As part of the realignment, the County intends to contract with LADWP's contractor to place asphalt on Cactus Flat Road East of the project boundary.

USEFUL LIFE:

The estimated useful life of the improvements is 20 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
	\$80,000	SB-1/RMRA
TOTAL	\$80,000	

SUPERVISORIAL DISTRICT(s): 4

SCHEDULE: CONSTRUCTION SPRING OF 2020

DRAFT

2020+

NORTH ROUND VALLEY BRIDGE REPAIR & BIRCHIM LANE IMPROVEMENT



PROJECT LOCATION:

The site is 15 miles north of Bishop.

PROJECT DESCRIPTION: SB-1/RMRA Project 10, Phase I & II

In 2017, a storm destroyed an Inyo County bridge located on North Round Valley Road. This bridge was the primary access route for the community of 40 Acres, located at the North end of the paved section of North Round Valley Road, approximately one mile north of the bridge. This bridge replacement qualified for State of California OES disaster funds at 75% reimbursement of project costs (Incident #2017-11; 3602). Also included in this incident is the repair and stabilization of Birchim Lane, an Inyo County road. Birchim Lane is a secondary primitive road that allows access to the affected community, and has now become the primary access to the community of 40 Acres. Environmental and bridge design are currently underway for the North Round Valley Bridge, as well as the design and repair of Birchim Lane. The Office of Emergency

Services has approved the Birchim Lane repair and stabilization. It is anticipated that the State of California OES will fund 75% (\$3,000,000) of the costs. Inyo County will contribute 25% (\$1,000,000) utilizing SB-1/RMRA Gas Tax Revenues. Due to the anticipated two to three year construction schedule, it is anticipated that the County contribution will be divided over the FY2019-2020 and FY2020-2021 SB1 funding cycles, at \$500,000 each cycle.

APPROXIMATE COORDINATES:

37°25'17.03"N 118°35'18.23"W

USEFUL LIFE:

The useful life of the bridge is 30-50 years and the Birchim Lane repairs have a useful life of 10-15 years.

PROJECT COST ESTIMATE:

ITEM	BUDGETED COST	FUNDING SOURCE
DESIGN	\$500,000	SB-1/RMRA
DESIGN	\$1,500,000	CAL OES
CONSTRUCTION	\$500,000	SB-1/RMRA
CONSTRUCTION	\$1,500,000	CAL OES
TOTAL	\$4,000,000	

SUPERVISORIAL DISTRICT(s): 1

SCHEDULE: CONSTRUCTION SPRING OF 2020

2020+

PANAMINT VALLEY ROAD COLD MIX OVERLAYS



PROJECT LOCATION:

Panamint Valley Road is located in the Southern section of Inyo County. It connects US190 in Panamint Valley (Adjacent to the West edge of Death Valley National Park), and Trona-Wildrose

PROJECT DESCRIPTION: SB-1/RMRA Project 11

The Panamint Valley Road is 14 miles long and located in the Southern end of Inyo County. Panamint Valley Road was constructed in the early 1950's and predominately a 'mixed-in-place' road. This road is heavily used by visitors and tour buses going to and from Death Valley National Park. It is the most direct route from the San Bernardino/Inland Empire area. This

project will consist of several large grader patches of various lengths and widths, at a depth of approximately 2" to repair failing road sections and provide a safe road surface for the traveling public. It would be impractical to identify where each of the patches will be over the entire length of 14 miles. The estimated quantity of asphalt paving material is 2,000 tons spread over 7-10 locations.

USEFUL LIFE:

The estimated useful life of the repairs is expected to be between 3-7 years depending on traffic volume and loads.

PCI (PAVEMENT CONDITION INDEX):

CURRENT: 28 FINAL 75

PROJECT COST ESTIMATE:

Cost of the project is anticipated to be \$500,000, the bulk of which will be spent for materials and to pay the County's road maintenance crews.

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$500,000	SB-1/RMRA
TOTAL	\$500,000	

SUPERVISORIAL DISTRICT(S): 5

SCHEDULE: CONSTRUCTION SPRING OF 2020

2020+

OLD SPANISH TRAIL ROAD COLD MIX OVERLAY



© Earl C. Leatherberry

PROJECT LOCATION:

Old Spanish Trail Road is 30 miles long and is located in the South East end of Inyo County, next to the State of Nevada.

PROJECT DESCRIPTION: SB-1/RMRA Project 12, Phase I

The date of construction is unknown, but it was most likely constructed sometime in the 1920s through the 1940s. It is predominately a 'mixed-in-place' road with some newer sections that were subsequently reconstructed over the years. This road is heavily used to access the Dumont Dunes Recreation Area and it serves as the East access to Death Valley National Park from the City of Las Vegas and surrounding areas. This project consists of large grader patches of various lengths and widths, at a depth of 2" to repair failing road sections and to provide a

safer road surface for the traveling public. It is impractical to identify where each of the patches will be over the entire length of 30 miles, but the intended direction for repairs will be West to East from SR127 to the Nevada State Line, with the focus on the first ten miles. The estimated quantity of asphalt paving material is 2000 tons over 5-7 locations.

USEFUL LIFE:

The estimated useful life of the repairs is expected to be between 3-7 years depending on traffic volume and loads.

PCI (PAVEMENT CONDITION INDEX):

CURRENT: 45 FINAL 70

PROJECT COST ESTIMATE:

Cost of the project is anticipated to be \$500,000, the bulk of which will be spent for materials and to pay the County's road maintenance crews.

ITEM	BUDGETED COST	FUNDING SOURCE
CONSTRUCTION	\$500,000	SB-1/RMRA
TOTAL	\$500,000	

SUPERVISORIAL DISTRICT(s): 5

SCHEDULE: CONSTRUCTION SPRING OF 2020



County of Inyo



Health & Human Services - Social Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 14, 2020

FROM:

SUBJECT: Ratify and Approve Amendment 1 of the Contract with Life Remedies and Celebrations

RECOMMENDED ACTION:

Request Board ratify and approve Amendment No. 1 to the contract between the County of Inyo and Life Remedies and Celebrations of Corning, CA, increasing the contract to an amount not to exceed \$251,400.00, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This contract amendment comes before your Board as an urgent action item in response to the novel coronavirus (COVID-19) emergency. Life Remedies and Celebrations (LRC) serves as the Employer of Record for our In Home Supportive Services (IHSS) program, providing caregiver registry services; processing all applications by IHSS caregivers, including checking criminal background history, processing all requests for exemptions, and providing orientation training. In addition, acts as the bargaining agent on behalf of the County.

The recent COVID-19 crisis has resulted in a need to ensure the provision of emergency back up care in the event that an IHSS recipient loses their caregiver due to the crisis. LRC has proposed an Emergency Back-up Provider System plan that will provide for increased office availability to link recipients in need of an emergency provider to an emergency provider identified in the provider network. Increasing the contract with LRC through the end of June 2020 will provide for additional staffing and support to ensuring timely connection of emergency caregivers to recipients until either a regular caregiver is identified or the crisis ends.

The Department is respectfully requesting your Board's support in ratifying and approving this contract amendment by increasing the contract for the period ending June 30, 2020 by \$11,400 bringing the total to \$91,400 for FY 2019/2020 and increasing the total contract to \$251,400 for the period of July 1, 2019 through June 30, 2022.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to ratify and approve this amendment and LRC would continue to provide the services outlined in the original Scope of Work without providing any enhanced emergency services.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

This contract increase will be funded with State General Funds that are designated for emergency care providers in this program.

ATTACHMENTS:

1. LFC Contract Amendment 1

APPROVALS:

Marilyn Mann	Created/Initiated - 4/7/2020
Darcy Ellis	Approved - 4/8/2020
Melissa Best-Baker	Approved - 4/8/2020
Marshall Rudolph	Approved - 4/8/2020
Amy Shepherd	Approved - 4/8/2020
Marilyn Mann	Final Approval - 4/8/2020

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Life Remedies and Celebrations
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Life Remedies and Celebrations _____ of Corning, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 9, 2019, on County of Inyo Standard Contract No. 124, for the term from July 1, 2019 to June 30, 2022.

WHEREAS, County and Contractor 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 Contractor hereby amend such Agreement as follows:

The first sentence of Paragraph 3.D. Limit Upon Amount Payable Under Agreement is amended to read as follows: The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$251,400.00 (Initial term); \$91,400.00 (option 1); \$80,000.00 (option 2); for a total of \$411,400.00 Dollars (hereinafter referred to as "contract limit").

ATTACHMENT A, SCOPE OF WORK, is amended as follows:
The Contractor shall provide an Emergency Back-Up Provider System due to novel coronavirus (hereinafter referred to as COVID-19) for the purpose of establishing an emergency provider network to respond and be quickly assigned to IHSS recipients who experience the loss of a care provider due to COVID-19. The Contractor shall:
*coordinate a provider network using several lead in-field providers to provide emergency, temporary care
*coordinate with County to ensure documentation is processed according to State and County requirements and coordinate with County staff to manage the required data input into CMIPS, the IHSS data management system
*ensure temporary, emergency services are provided until either a regular on-going provider is assigned or the temporary emergency is over
*provide temporary part-time staffing to ensure office coverage extends 7 hours beyond the regular office hours of 9:00 am to 2:00 pm, providing access until 9:00 pm and returning messages left after hours within 12 hours.
*review emergency requests to ensure the request meets the eligibility criteria defined as follows:
a. recipient's provider quits due to the COVID-19 risk
b. recipient's provider becomes ill or exposed from COVID-19 and is ordered to self-quarantine
c. recipient's provider is unable to provide care due to caring for a family member who is ill from COVID-19 (Family Sick Leave)
d. recipient is at imminent risk of injury, hospitalization, or skilled nursing care due to the loss of their provider
*ensure that emergency back-up care is initiated immediately upon eligibility determination
* coordinate all required paperwork during the term of the emergency and close the emergency care upon the hiring of a regular caregiver and/or the end of the emergency

ATTACHMENT B, SCHEDULE OF FEES, is amended as follows:
The total cost of services stated in Attachment for the contract period for July 1, 2019 to June 30, 2022 shall be \$251,400.00. The annual amounts are as follows: FY 2019/2020 = \$91,400; FY 2020/2021 = \$80,000; FY 2021/2022 = \$80,000

The effective date of this Amendment to the Agreement is April 1, 2020.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
 Life Remedies and Celebrations
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Rochelle Anne Noda
Signature

Rochelle Anne Noda
Type or Print

Dated: 4/8/2020

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



County of Inyo



Planning Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: April 14, 2020

FROM:

SUBJECT: Presentation on the Federal Energy Regulatory Commission's granting of a Preliminary Permit for the Haiwee Project

RECOMMENDED ACTION:

Request Board receive presentation on the Federal Energy Regulatory Commission's (FERC) granting of a Preliminary Permit for the Haiwee Project (pumped storage facility) and provide direction to staff regarding the County's interest in sending a request for a rehearing.

SUMMARY/JUSTIFICATION:

Premium Energy Holdings LLC has been granted a preliminary permit by the FERC to study a hydro-electric pump back storage project for the Haiwee dam area (Attached - Order Issuing Preliminary Permit and Grant Priority to File License Application). This preliminary permit has been issued for 24-months and does not authorize construction. What it does do is maintain priority of the application for license while the applicant studies the site and prepares to apply for a license. Generally, the preliminary permit gives the applicant permission to investigate and collect data to determine the feasibility of the project in preparation for a license application.

The application for the Haiwee Pumped Storage Project preliminary permit was accepted after several iterations on September 25, 2019. This opened a 60-day comment, motions to intervene, and competing applications' submittal period. The County provided comments during the 60-day period that included:

1. The proposed Haiwee Canyon Reservoir Alternative is located in the Inyo National Forest Plan Revision's proposed South Sierra Wilderness area. We strongly suggest that Premium Energy Holdings work with Inyo National Forest staff on an appropriate placement of this alternative.
2. Inyo County has policy in its General Plan limiting new transmission. General Plan policy LU-1.20 states: the County does not support new transmission in or through Inyo County above what is necessary for the megawatt cap placed on each Solar Development Group. These are areas identified in the county as potentially appropriate for photo-voltaic solar energy development.
3. Inyo County also has authority in implementing its General Plan. The General Plan is the constitution for land use issues in the County and as such, we recommend that Premium Energy Holdings work with the County on meeting all of the goals and policies contained within it as they relate to this project.
4. It appears to us that you do not have a complete list of interested partners. Please review for all possible agencies, interest groups and Tribes.
5. There is very little detail in this proposal to date, we will look forward to seeing these details as you prepare your studies and ask that you share them as they are developed with Inyo County.

To this point, in the overall potential project, the County's comments have been addressed. The Haiwee Canyon reservoir alternative was not included in the preliminary permit. The County's General Plan issues will be required to be addressed during mandatory environmental review that will happen if the project moves on to a licensing application. The applicant has stated they will work closely with the County and all other local stakeholders in the area (Attached - Letter from Premium Energy Holdings).

The Order issuing the permit comes with a 30-day period to file a Request for a Re-hearing by the FERC. Staff is not recommending this as the preliminary permit is granted to the applicant only to allow for the permittee to conduct investigations and secure the necessary data to determine the feasibility of the proposed project, and potentially, to prepare a license application. Based on the County's previous comments, it would be hard pressed to justify a request for a re-hearing. Also, if the preliminary permit advances to a license application, a NEPA evaluation of the project will be required since most of the proposed project area is located on land managed by the Bureau of Land Management. If the project ends up including land managed by the Los Angeles Department of Water and Power or by the State Lands Commission, a CEQA evaluation will also be necessary. During any environmental review, the County will have opportunity to comment on all factors of the project.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could direct staff to prepare a Request for a Re-hearing.

OTHER AGENCY INVOLVEMENT:

Bureau of Land Management, Inyo National Forest, FERC, Los Angeles Department of Water and Power and other affected agencies, Tribes and stakeholders.

FINANCING:

ATTACHMENTS:

1. FERC Order for Preliminary Permit
2. Premium Energy Response to FERC Letter 11.26.19

APPROVALS:

Cathreen Richards
Darcy Ellis
Cathreen Richards

Created/Initiated - 3/31/2020
Approved - 4/2/2020
Final Approval - 4/2/2020

170 FERC ¶ 61,231
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Neil Chatterjee, Chairman;
Richard Glick and Bernard L. McNamee.

Premium Energy Holdings, LLC

Project No. 14991-001

ORDER ISSUING PRELIMINARY PERMIT AND GRANTING PRIORITY TO FILE
LICENSE APPLICATION

(Issued March 19, 2020)

1. On July 15, 2019, as supplemented on August 22, 2019, and February 12, 2020, Premium Energy Holdings, LLC (Premium Energy) filed an application for a preliminary permit, pursuant to section 4(f) of the Federal Power Act (FPA),¹ to study the feasibility of the 1,600- to 2,000-megawatt (MW) Haiwee Pumped Storage Project No. 14991 (Haiwee Project) on Haiwee Creek in Inyo County, California. For the reasons discussed below, we issue a preliminary permit to Premium Energy.

I. Background and Proposal

2. On May 3, 2019, Premium Energy filed a permit application for the Haiwee Project in Docket No. P-14991-000. As proposed, one of the three project upper reservoir alternatives would have been located in designated wilderness areas. Because the Wilderness Act prohibits the Commission from licensing projects in designated

¹ 16 U.S.C. § 797(f) (2018).

wilderness areas,² the Commission denied Premium Energy's application on June 13, 2019.³

3. On July 15, 2019, Premium Energy filed a new permit application for the Haiwee Project in Docket No. P-14991-001. As proposed in its July 15, 2019 application, the Haiwee Project would be a pumped storage facility comprising a lower reservoir upstream of the existing North Haiwee Reservoir (North Haiwee 2 Reservoir) and one of three alternative upper reservoirs: the McCloud Reservoir, the Little Cactus Reservoir, or the Haiwee Canyon Reservoir. The proposed project would also include construction of (1) a new 2.5-mile-long, 230- or 500-kilovolt underground transmission line to deliver generated power to the electric grid; and (2) a 585-foot-long, 90-foot-wide, 165-foot-high powerhouse, located in an underground cavern and housing five 400-MW pump-turbine generators. Premium Energy states that the proposed project boundary encompasses both public and private lands and that most of the project area will occupy U.S. Department of the Interior, Bureau of Land Management (BLM) lands and lands belonging to Los Angeles Department of Water and Power (LADWP).⁴ The estimated annual generation of the Haiwee Project under each alternative would be 6,900 gigawatt-hours. Premium Energy requests a permit term of 24 months.

4. The proposed North Haiwee 2 lower reservoir, which is included in all three alternatives, would be located on LADWP lands and BLM lands and would consist of: (1) a 160-foot-high, 7,090-foot-long dam and (2) a 320-acre reservoir with a total storage capacity of 38,350 acre-feet at a normal maximum operating elevation of 3,770 feet mean sea level (msl).

5. The proposed McCloud Reservoir alternative, which would be located on California state lands and BLM lands, would consist of: (1) a 175-foot-high, 3,068-foot-long dam; (2) a 504-acre reservoir, located east of Haiwee Ridge and the existing South Haiwee Reservoir, with a total storage capacity of 44,554 acre-feet at a normal maximum operating

² *Id.* § 1133(c), (d)(4) (prohibiting the Commission from licensing projects within designated wilderness areas, except where authorized by the President); *see also Hudson River-Black River Regulation Dist.*, 33 FERC ¶ 61,122, at 61,261 (1985) (“We deny applications for a preliminary permit where licensing of the project to be studied is clearly statutorily precluded, because no purpose would be served by issuing a permit for a proposed development that could not be licensed.”); *Woods Creek, Inc.*, 19 FERC ¶ 61,181, at 61,348–49 (1982) (denying a permit for a project proposed in a designated wilderness area).

³ *Premium Energy Holdings, LLC*, 167 FERC ¶ 62,162 (2019).

⁴ Premium Energy notes some of the project's features would also be located in the Inyo National Forest and on Department of Defense lands.

elevation of 5,260 feet msl; (3) a 2.41-mile-long, 39-foot-diameter headrace tunnel; (4) a 0.2-mile-long, 35-foot-diameter vertical shaft; (5) a 5.6-mile-long, 35-foot-diameter horizontal tunnel; (6) six 0.78-mile-long, 22-foot-diameter penstocks; and (7) a 0.68-mile-long, 42-foot-diameter tailrace tunnel for discharging into the proposed North Haiwee 2 Reservoir.

6. The proposed Little Cactus Reservoir alternative, which would be located on BLM lands, would consist of: (1) a 235-foot-high, 2,836-foot-long dam; (2) a 499-acre reservoir, located east of Haiwee Ridge and the existing South Haiwee Reservoir, with a total storage capacity of 47,021 acre-feet at a normal maximum operating elevation of 4,980 feet msl; (3) a 1.06-mile-long, 39-foot-diameter headrace tunnel; (4) a 0.16-mile-long, 35-foot-diameter vertical shaft; (5) a 4-mile-long, 35-foot-diameter horizontal tunnel; (6) six 0.7-mile-long, 22-foot-diameter penstocks; and (7) a 0.78-mile-long, 42-foot-diameter tailrace tunnel for discharging into the proposed North Haiwee 2 Reservoir.

7. The proposed Haiwee Canyon Reservoir alternative, which would be located in part of the Inyo National Forest, would consist of: (1) a 595-foot-high, 2,256-foot-long dam; (2) a 138-acre reservoir, located in the Haiwee Canyon west of the South Haiwee Reservoir, with a total storage capacity of 28,620 acre-feet at a normal maximum operating elevation of 6,160 feet msl; (3) a 1.64-mile-long, 31-foot-diameter headrace tunnel; (4) a 0.32-mile-long, 28-foot-diameter vertical shaft; (5) a 5.2-mile-long, 28-foot-diameter horizontal tunnel; (6) six 0.54-mile-long, 18-foot-diameter penstocks; and (7) a 0.8-mile-long, 33-foot-diameter tailrace tunnel for discharging into the proposed North Haiwee 2 Reservoir.

8. In all three configurations, during power generation water would flow from the upper reservoir, through the headrace tunnel, into the vertical shaft and horizontal tunnel, into the penstocks and powerhouse, and finally discharged through the tailrace tunnel into the lower reservoir.

II. Procedural Issues

A. Notice, Interventions, and Comments

9. On September 25, 2019, the Commission issued public notice of Premium Energy's permit application for the Haiwee Project, establishing a deadline of November 25, 2019, for filing comments, interventions, and competing applications. Notice of the application was published in the *Federal Register* on October 1, 2019.⁵

⁵ 84 Fed. Reg. 52,084.

10. BLM and the U.S. Department of Agriculture, U.S. Forest Service (Forest Service) filed timely notices of intervention and comments.⁶ The Center for Biological Diversity; Friends of the Inyo, Defenders of Wildlife, the California Wilderness Coalition, and the Mojave Desert Land Trust (collectively Friends of Inyo); and LADWP⁷ filed timely motions to intervene and comments.⁸ The Inyo County Board of Supervisors (Inyo County) and the Big Pine Paiute Tribe of Owens Valley (Paiute Tribe) filed timely comments. No competing applications were filed. On November 22, 2019, Premium Energy filed a response to Inyo County's comments. On November 26, 2019, William Helmer filed untimely comments.⁹

11. Generally, the interveners and commenters argue that the permit should not be issued because: (1) the Commission failed to provide sufficient notice or a public meeting; (2) project construction and operation will have negative impacts on the environment, cultural resources, recreation, and development; (3) ground-disturbing studies will have negative impacts on the environment and cultural resources; (4) the project is proposed in a recommended wilderness area; (5) the Commission did not initiate tribal and National Historic Preservation Act (NHPA) consultation; and (7) the application is insufficient. The interventions, comments, and responses to comments on the application have been fully considered in determining whether to issue a permit for the Haiwee Project and are discussed below.

⁶ Timely notices of intervention filed by BLM and Forest Service are granted by operation of Rule 214 of the Commission's Rules of Practice and Procedure. 18 C.F.R. § 385.214(a)(2).

⁷ In its motion to intervene, LADWP notes that the application erroneously suggests that LADWP is partnering with Premium Energy to develop the Haiwee Project. LADWP clarifies that it is not coordinating with Premium Energy and has had no role in Premium Energy's pursuit of the project. LADWP November 25, 2019 Motion to Intervene at 4.

⁸ Timely, unopposed motions to intervene are granted by operation of Rule 214 of the Commission's Rules of Practice and Procedure. 18 C.F.R. § 385.214(c)(1).

⁹ Because these comments were filed in time for us to consider them in this order, we do so.

B. Insufficient Notice

12. The Center for Biological Diversity and Friends of Inyo argue that the Commission's notice of Premium Energy's application was inadequate.¹⁰ They note that the notice was issued in the wrong subdocket number and wrongly referred to Premium Energy's May 3, 2019 application in Docket No. P-14991-000 that was denied by the Commission. Friends of Inyo requests that the Commission issue a new notice for the project.¹¹

13. We agree that the notice inadvertently referred to Premium Energy's May 3, 2019 application in Docket No. P-14991-000. However, in all other respects, the notice correctly provided the details concerning the July 15, 2019 application, including the three proposed alternative upper reservoirs. Accordingly, the public was provided accurate notice of Premium Energy's application, and, as indicated above, members of the public, stakeholders, and local, state, and federal agencies intervened and provided comments in this proceeding, demonstrating that they received actual notice of the application. Therefore, a new notice is unnecessary.

14. The Paiute Tribe and Mr. Helmer argue that the deadline for filing comments and motions to intervene was unclear and that the Commission should provide a specific date in its notice.¹² The Commission's September 25, 2019 notice of the application provided that comments were due "60 days from the issuance of this notice." We disagree that this deadline, in lieu of a specific date, is vague, particularly since all but one commenter made timely filings. Nonetheless, all comments have been fully considered, including Mr. Helmer's late-filed comment.

C. Request for Public Meetings

15. Mr. Helmer contends that the Commission should have held public meetings on the proposed permit application.¹³ The Commission conducts scoping, which may include public meetings, as part of its review under the National Environmental Policy Act (NEPA) in order to identify areas of concern and potential environmental impacts associated with a project that will be addressed in the Commission's environmental assessment or environmental impact statement. However, issuance of a preliminary

¹⁰ Center for Biological Diversity November 22, 2019 Motion to Intervene at n.1; Friends of Inyo November 22, 2019 Motion to Intervene at 2.

¹¹ Friends of Inyo November 22, 2019 Motion to Intervene at 2.

¹² Paiute Tribe November 22, 2019 Comment at 2; William Helmer November 26, 2019 Comment.

¹³ William Helmer November 26, 2019 Comment.

permit is an action categorically excluded from the need to prepare a NEPA document.¹⁴ Further, neither the Commission's regulations nor any other authority requires that a public meeting be held prior to the issuance of a permit, and it is not our practice to do so. In any event, the Commission issued a notice for the project and the public was afforded the opportunity to provide written comments.

III. Discussion

A. Effects of Project Construction and Operation

16. Several interveners and commenters raise concerns about the effects of project construction and operation, including effects on LADWP's existing North Haiwee Dam, protected lands, wildlife and endangered species, water resources, cultural resources, recreation, geothermal development, the electric grid, and climate change.¹⁵

17. Because a preliminary permit does not authorize a permittee to undertake construction, these concerns are premature at the preliminary permit stage in that they address the potential effects of constructing and operating the proposed project.¹⁶ The purpose of a preliminary permit is to secure the permit holders priority for hydropower development while they study the feasibility of the project, including studying potential impacts. Should the permittee file a license application, the issues raised can be addressed in the licensing process.

¹⁴ 18 C.F.R. § 380.4(a)(9) (2019) (issuance of preliminary permits under Part I of the Federal Power Act and Part 4 of the Commission's regulations qualify for categorical exclusions).

¹⁵ See, e.g., BLM November 22, 2019 Comment at 2–3; Center for Biological Diversity November 22, 2019 Motion to Intervene at 2–3, 5; Friends of Inyo November 22, 2019 Comment; Paiute Tribe November 22, 2019 Comment at 2–3; William Helmer November 26, 2019 Comment; Inyo County November 13, 2019 Comment.

¹⁶ See, e.g., *Tomlin Energy LLC*, 169 FERC ¶ 61,037, at P 8 (2019) (dismissing concerns about project operation as premature at the preliminary permit stage).

B. Agency Consultation and Study Requirements Under the Permit

18. Several interveners note that Premium Energy would need to obtain certain agency authorizations before conducting studies on federal land.¹⁷ The Forest Service states that entry onto National Forest System lands for any studies pursuant to a preliminary permit will require a special use authorization issued by the Forest Service-authorized officer for the Inyo National Forest.¹⁸ Similarly, BLM states that any ground-disturbing activities on lands administered by BLM will require BLM authorization.¹⁹

19. A permit applicant is not required to have obtained access rights to a project site as a condition of receiving a preliminary permit, and a preliminary permit does not grant a right of entry onto any lands. Further, a permittee must obtain any necessary authorizations and comply with any applicable laws and regulations to conduct any field studies. We note, however, that when a permittee initiates the pre-filing consultation process in order to prepare a license application, lack of access to the project site for studies could preclude the preparation of an adequate application.

20. Intervenors also request that any permit issued to Premium Energy include specific study requirements.²⁰ In its application, Premium Energy outlines certain studies that it intends to complete during the permit term.²¹ Premium Energy also states that it plans to work closely with stakeholders in developing the Haiwee Project, including Inyo County, the Forest Service, and local tribes, agencies, and organizations.²² The Commission,

¹⁷ See, e.g., Center for Biological Diversity November 22, 2019 Motion to Intervene at 2 (raising concerns regarding lands and resources managed by Forest Service and BLM); Friends of Inyo November 22, 2019 Comment at 2–3 (same).

¹⁸ Forest Service November 22, 2019 Notice of Intervention at 2.

¹⁹ BLM November 22, 2019 Comment at 2; see also Friends of Inyo November 22, 2019 Comment at 2–3 (stating that BLM's Area of Critical Environmental Concern for the Mojave Ground Squirrel prohibits renewable energy development within its boundaries).

²⁰ Center for Biological Diversity November 22, 2019 Motion to Intervene at 9–16; Friends of Inyo November 22, 2019 Comment at 1, 3, 5 (requesting Premium Energy study water loss, transmission, seismicity, flooding, wildlife, soils, air and water quality, greenhouse gas emissions, growth impacts, and economic viability as well as obtain water rights and allow for stakeholder participation in such studies).

²¹ Premium Energy July 15, 2019 Application at 21.

²² Premium Energy November 22, 2019 Response.

however, has not sought to place study requirements in preliminary permits.²³ Nonetheless, potential license applicants are required to consult with appropriate state and federal resource agencies and affected Indian tribes, conduct all reasonable studies requested by the agencies, and to solicit comments on license applications before they are filed.²⁴

C. Impacts of Proposed Studies

21. The Center for Biological Diversity and Friends of Inyo argue that a permit will enable ground-disturbing activities that would impair the cultural and environmental resources.²⁵ This is incorrect. As noted below, a permit authorizes no ground-disturbing activities. Prior to conducting studies, such as soil surveys, test pits, core holes, and topographical surveying,²⁶ Premium Energy must obtain all necessary authorizations and comply with all applicable laws and regulations related to protecting the environment.

D. Recommended Wilderness Area

22. Inyo County, the Center for Biological Diversity, Friends of Inyo, and the Forest Service assert that the proposed upper Haiwee Canyon Reservoir alternative would be located on lands administered by the Forest Service and recommended for inclusion in the South Sierra Wilderness.²⁷ The Forest Service does not oppose issuance of a preliminary permit, but states that the Inyo National Forest Land Management Plan prohibits new energy development in the recommended South Sierra Wilderness.

23. The Commission has previously determined that it would be ineffectual to issue preliminary permits for projects on lands managed by federal agencies if the land

²³ See, e.g., *Continental Lands Inc.*, 90 FERC ¶ 61,355, at 62,177 (2000).

²⁴ 18 C.F.R. § 4.38 (2019).

²⁵ Center for Biological Diversity November 22, 2019 Motion to Intervene at 11; Friends of Inyo November 22, 2019 Motion to Intervene at 2.

²⁶ Premium Energy anticipates conducting these studies in determining the feasibility of the project. Premium Energy July 15, 2019 Application at 21–23.

²⁷ Inyo County November 13, 2019 Comment; Center for Biological Diversity November 22, 2019 Motion to Intervene at 2; Friends of Inyo November 22, 2019 Comment at 2; Forest Service November 22, 2019 Notice of Intervention at 1–2.

managing agencies oppose the proposed projects.²⁸ There would be no purpose in authorizing Premium Energy to study the Haiwee Canyon Reservoir alternative when the Forest Service has indicated the Inyo National Forest Land Management Plan prohibits new energy development at the proposed location for the reservoir. Accordingly, we will not issue a permit that includes the Haiwee Canyon Reservoir alternative.

E. Tribal and NHPA Consultation

24. The Paiute Tribe, Friends of Inyo, and Mr. Helmer argue that the Commission should have initiated consultation with affected tribes as part of its consideration of Premium Energy's permit application.²⁹ Because preliminary permits do not authorize construction and operation of the project and development of a license application is not guaranteed, it is premature to initiate government-to-government consultation with affected tribes at this time.³⁰ Should Premium Energy begin the process of developing a license application, the Commission will offer to consult with affected tribes.³¹

25. Mr. Helmer contends that Premium Energy's studies will result in impacts that implicate the NHPA.³² However, because a permit does not authorize a permittee to undertake any ground disturbance or to enter onto any lands, its issuance does not have the potential to impact historic properties and, therefore, does not give rise to a requirement to consult under section 106 of the NHPA.³³ Should Premium Energy file a

²⁸ See, e.g., *Advanced Hydropower, Inc.*, 155 FERC ¶ 61,007, at P 9-10 (2016) (preliminary permit application denied for a project located at U.S. Army Corps of Engineers' (Corps) Dam based on Corps' stated opposition to the project).

²⁹ Paiute Tribe November 22, 2019 Comment at 1-2; William Helmer November 26, 2019 Comment.

³⁰ See, e.g., *W. Minn. Mun. Power Agency*, 164 FERC ¶ 62,133, at PP 6-8 (2018).

³¹ See 18 C.F.R. § 2.1c (2019) (policy statement on consultation with Indian tribes in Commission proceedings).

³² Center for Biological Diversity November 22, 2019 Motion to Intervene at 11; Friends of Inyo November 22, 2019 Motion to Intervene at 2; William Helmer November 26, 2019 Comment.

³³ 36 C.F.R. § 800.3 (2019) (providing an agency has no further obligation under section 106 if an undertaking, as defined in section 800.16(y), does not have the potential to cause effects on historic properties); *id.* § 800.16(y) (2019) (defining undertaking to include a project requiring a federal permit, license, or approval); see, e.g., *Badger*

license application for the Haiwee Project, the Commission will comply with the requirements of the NHPA.

F. Issues with Premium Energy's Application

26. The Center for Biological Diversity argues that Premium Energy's application for the Haiwee Project is misleading because the application states that the project is needed to support renewable energy generation even though it would be a net user of electricity, including electricity generated from fossil fuels.³⁴ We disagree. Premium Energy states that the project is designed to store excess renewable energy to help integrate renewables into the grid and that electric utilities may be interested in the project as a resource for storing renewable energy.³⁵ By doing so, Premium Energy is merely stating its objective for the project. Given the uncertainty of the grid's future generation mix, the applicant has no way of knowing, at this stage, whether the project would use electricity generated from renewable resources or fossil fuels or facilitate the future development of renewable energy. In any case, the extent of project generation is an issue to be considered during licensing, not at the permit stage.

27. The Center for Biological Diversity also asserts that Premium Energy wrongly identifies the project as a closed-loop pumped storage project, but that the proposed project does not meet the definition for closed-loop pumped storage under Part 7 of the Commission's regulations.³⁶ Part 7 implements sections of the 2018 America's Water Infrastructure Act to expedite licensing for certain qualifying hydropower projects.³⁷ The definition for closed-loop pump storage cited by the Center for Biological Diversity relates only to the qualifying criteria for the expedited licensing process.³⁸ Whether a

Mountain Hydro, LLC, 167 FERC ¶ 62,056, at PP 13–14 (2019) (finding that issuance of a permit is not a specific undertaking subject to NHPA); *RAMM Power Grp., LLC*, 164 FERC ¶ 62,037, at PP 4–5 (2018) (same).

³⁴ Center for Biological Diversity November 22, 2019 Motion to Intervene at 4, 7–9.

³⁵ Premium Energy July 15, 2019 Application at 7, 11.

³⁶ See 18 C.F.R. § 7.1(c)(3) (2019).

³⁷ See America's Water Infrastructure Act of 2018, Pub. L. No. 115-270, 132 Stat. 3765 (2018).

³⁸ 18 C.F.R. § 7.1(a) (“This part applies to the processing of applications for original licenses for qualifying non-federal hydropower projects at existing nonpowered dams and for closed-loop pumped storage projects pursuant to sections 34 and 35 of the Federal Power Act.”); see also *Hydroelectric Licensing Regulations Under the America's Water Infrastructure Act of 2018*, Order No. 858, 167 FERC ¶ 61,050 (2019)

proposed project can be appropriately characterized as closed-loop is not relevant to the issuance of a preliminary permit. Again, this is an issue that may be relevant only during licensing.

28. Next, Friends of Inyo maintain that Premium Energy failed to include the California State Lands Commission, area tribes (i.e., the Bishop Paiute Tribe and the Timbisha Shoshone Tribe), and Butterworth Ranch as affected parties in its application.³⁹ Inyo County also generally stated that Premium Energy's application does not have a complete list of interested parties.⁴⁰

29. In accordance with section 4.32(a)(2) of the Commission's regulations,⁴¹ Premium Energy identified parties in the general area of the project that would likely be interested in, or affected by, the application. Premium Energy also published notice of its application in *The Inyo Register* on July 18 and 19, 2019.⁴² None of the entities cited by Friends of Inyo requested to be added to the mailing list. Should any individual or entity wish to be added to the Commission's mailing list, they may file a letter with the Secretary of the Commission.⁴³ Additionally, individuals can be kept apprised of the filings in the docket by registering for the Commission's eSubscription service.⁴⁴ Accordingly, this issue does not affect our consideration of the permit application.⁴⁵

promulgating rules to establish an expedited process to license eligible projects at existing nonpowered dams and closed-loop pumped storage projects).

³⁹ Friends of Inyo November 22, 2019 Comment at 5.

⁴⁰ Inyo County November 13, 2019 Comment.

⁴¹ 18 C.F.R. § 4.32(a)(2) (2019).

⁴² Premium Energy August 7, 2019 Proof of Publication.

⁴³ *Resources, How To Guides, Be Added to the Commission's Mailing List*, FERC, <https://www.ferc.gov/resources/guides/how-to/mailling-list.asp> (accessed February 13, 2020).

⁴⁴ *See eSubscription*, FERC, <https://www.ferc.gov/docs-filing/esubscription.asp> (accessed February 21, 2020).

⁴⁵ It is also not clear that Friends of the Inyo has standing to raise issues regarding third parties.

30. Finally, commenters contend that Premium Energy's application is vague and the Commission's public docket is unclear regarding which documents are relevant to the current application. Commenters have not shown that the application here does not comply with our regulations. In fact, the regulations acknowledge that full, detailed project information may not be available when a permit application is filed.⁴⁶ To ensure that we have adequate information to determine project effects and benefits, we require that detailed information regarding the proposed project be provided at such time as a license application is filed.⁴⁷ As to the correct docket for this proceeding, all of Premium Energy's filings related to this matter have been filed in Project No. 14991-001.

IV. Permit Information

31. Section 4(f) of the FPA authorizes the Commission to issue preliminary permits for the purpose of enabling prospective applicants for a hydropower license to secure the data and perform the acts required by section 9 of the FPA,⁴⁸ which in turn sets forth the material that must accompany an application for license. The purpose of a preliminary permit is to preserve the right of the permit holder to have the first priority in applying for a license for the project that is being studied.⁴⁹ Because a permit is issued only to allow the permit holder to investigate the feasibility of a project while the permittee conducts investigations and secures necessary data to determine the feasibility of the proposed project and to prepare a license application, it grants no land-disturbing or other property

⁴⁶ *Cat Creek Energy, LLC*, 167 FERC ¶ 61,046, at P 11 (2019); *Symbiotics, LLC*, 99 FERC ¶ 61,101, at 61,419 (2002).

⁴⁷ *Cat Creek Energy, LLC*, 167 FERC ¶ 61,046 at P 11; *FFP Mass 1, LLC*, 133 FERC ¶ 62,230, at P 7 (2010).

⁴⁸ 16 U.S.C. § 802 (2018).

⁴⁹ *See, e.g., Mt. Hope Waterpower Project LLP*, 116 FERC ¶ 61,232, at P 4 (2006) (“The purpose of a preliminary permit is to encourage hydroelectric development by affording its holder priority of application (i.e., guaranteed first-to-file status) with respect to the filing of development applications for the affected site.”).

rights.⁵⁰ Further, permit conditions have been framed to ensure that the permittee does not tie up a site without pursuing in good faith a study of the project's feasibility.⁵¹

32. Article 4 of this permit requires the permittee to submit a progress report no later than the last day of each twelve-month period from the effective date of this permit. The late filing of a report or the supplementation of an earlier report in response to a notice of probable cancellation will not necessarily excuse the failure to comply with the requirements of this article.

33. During the course of the permit, the Commission expects that the permittee will carry out pre-filing consultation and study development leading to the possible development of a license application. The pre-filing process begins with preparation of a Notice of Intent (NOI) and Pre-Application Document (PAD) pursuant to sections 5.5 and 5.6 of the Commission's regulations.⁵² The permittee must use the Integrated Licensing Process unless the Commission grants a request to use an alternative process (Alternative or Traditional Licensing Process). Such a request must accompany the NOI and PAD and set forth specific information justifying the request.⁵³ As stated above, if the permittee files a development application, notice of the application will be published, and those interested may intervene and comment on the project and the effects of its construction and operation.

34. A preliminary permit is not transferable. The named permittee is the only party entitled to the priority of the application for license afforded by this preliminary permit. In order to invoke permit-based priority in any subsequent licensing competition, the named permittee must file an application for license as the sole applicant, thereby evidencing its intent to be the sole licensee and to hold all proprietary rights necessary to construct, operate, and maintain the proposed project. Should any other parties intend to hold during the term of any license issued any of these proprietary rights necessary for project purposes, they must be included as joint applicants in any application for license

⁵⁰ Issuance of this preliminary permit is thus not a major federal action significantly affecting the quality of the human environment. A permit holder can only enter lands it does not own with the permission of the landholder, and is required to obtain whatever environmental permits federal, state, and local authorities may require before conducting any studies. *See, e.g., Three Mile Falls Hydro, LLC*, 102 FERC ¶ 61,301, at P 6 (2003); *see also Town of Summersville, W. Va. v. FERC*, 780 F.2d 1034 (D.C. Cir. 1986) (discussing the nature of preliminary permits).

⁵¹ *See City of Richmond, Va.*, 53 FERC ¶ 61,342, at 62,247 (1990).

⁵² 18 C.F.R. §§ 5.5–5.6 (2019).

⁵³ *See id.* § 5.3.

filed. In such an instance, where parties other than the permittee are added as joint applicants for license, the joint application will not be eligible for any permit-based priority.⁵⁴

The Commission orders:

(A) A preliminary permit is issued for the Haiwee Pumped Storage Project No. 14991, including the North Haiwee 2 Reservoir, the McCloud Reservoir, and the Little Cactus Reservoir, to Premium Energy Holdings, LLC, for a period effective the first day of the month in which this permit is issued, and ending either 24 months from the effective date or on the date that a development application submitted by the permittee has been accepted for filing, whichever occurs first.

(B) This preliminary permit is subject to the terms and conditions of Part I of the Federal Power Act and related regulations. The permit is also subject to Articles 1 through 4, set forth in the attached standard form P-1.

(C) This order constitutes final agency action. Any party may file a request for rehearing of this order within 30 days of the date of its issuance, as provided in section 313(a) of the Federal Power Act, 16 U.S.C. § 8251 (2018), and section 385.713 of the Commission's regulations, 18 C.F.R. § 385.713 (2019).

By the Commission.

(S E A L)

Kimberly D. Bose,
Secretary.

⁵⁴ See *City of Fayetteville Pub. Works Comm.*, 16 FERC ¶ 61,209 (1981).

Form P-1 (Revised October 2018)**FEDERAL ENERGY REGULATORY COMMISSION****TERMS AND CONDITIONS OF
PRELIMINARY PERMIT**

Article 1. The purpose of the permit is to maintain priority of application for a license during the term of the permit while the permittee conducts investigations and secures data necessary to determine the feasibility of the proposed project and, if the project is found to be feasible, prepares an acceptable application for license. In the course of whatever field studies the permittee undertakes, the permittee shall at all times exercise appropriate measures to prevent irreparable damage to the environment of the proposed project. This permit does not authorize the permittee to conduct any ground-disturbing activities or grant a right of entry onto any lands. The permittee must obtain any necessary authorizations and comply with any applicable laws and regulations to conduct any field studies.

Article 2. The permit is not transferable and may, after notice and opportunity for hearing, be canceled by order of the Commission upon failure of the permittee to prosecute diligently the activities for which a permit is issued, or for any other good cause shown.

Article 3. The priority granted under the permit shall be lost if the permit is canceled pursuant to Article 2 of this permit, or if the permittee fails, on or before the expiration date of the permit, to file with the Commission an application for license for the proposed project in conformity with the Commission's rules and regulations then in effect.

Article 4. No later than the last day of each 12-month period from the effective date of this permit, the permittee shall file a progress report. Each progress report must describe, for that reporting period, the nature and timing of what the permittee has done under the pre-filing requirements of 18 C.F.R. sections 4.38 and 5.1-5.31 and other applicable regulations; and, where studies require access to and use of land not owned by the permittee, the status of the permittee's efforts to obtain permission to access and use the land. Progress reports may be filed electronically via the Internet, and the Commission strongly encourages e-filing. Instructions for e-filing are on the Commission's website at <http://www.ferc.gov/docs-filing/efiling.asp>. To paper-file instead, mail four copies of the progress report to the Secretary, Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426.

Document Content(s)

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355 S Lemon Avenue, Suite A
Walnut, CA 91789
(909) 595-5314 Phone
(909) 595-5394 Fax

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VIA USPS and FERC e-Filing

November 21, 2019

Inyo County Board of Supervisor
PO Box N
Independence, CA 93526
Attn: Rick Pucci, Chairperson

**Re: In response to your Letter to the Federal Energy Regulatory Commission (FERC),
dated 11/122019 for**
Subj: Haiwee Pumped Storage Project, FERC Project No. P-14991-001

Dear Mr. Pucci,

We appreciate your comments on our future work in the preparation of the feasibility study report for the Haiwee Pumped Storage Project (PSP) regarding the need to closely coordinate the location of this project facilities with the Inyo County Board of Supervisors (the "Board"). We can assure you of our plans and intentions to closely coordinate with the Board, the Inyo National Forest, and all stakeholders on this matter and any other concerns regarding the design, including the location of the project components. We will closely coordinate for example the location of the proposed reservoirs, the proposed project transmission interconnection, and other project components location details. Again, we will ensure that all affected stakeholders for this project are notified and informed.

During our feasibility study phase, we plan to reach out to you, to surrounding tribal communities, and to all other local agencies and organizations to address further concerns and gain consensus to conduct a project feasibility study agreed by all.

Again, thank you for reaching out and commenting on the Haiwee PSP. We appreciate knowing that the Board is cognizant of the developments of our Project in Inyo County and their desire to provide advisement and share their knowledge for the satisfactory deployment of the Project in the County.

Please feel free to contact us at your convenience. We are happy to discuss this and any other issue with you at length and make sure that all your concerns are properly addressed.

You may find additional information regarding the reference project by visiting the "eLibrary" link of the Commission's website:

<https://elibrary.ferc.gov/IDMWS/search/results.asp>

Docket(s): P-14991

Please ensure you are referencing the correct and most updated documents as they relate to this project.

If you have any questions, please feel free to contact me at vrojas@pehll.net . Thank you for your assistance in this matter.

Sincerely,



Victor M. Rojas
Managing Director
Premium Energy Holdings, LLC

Cc:

VIA FERC e-Filing

Nathaniel J. Davis, Deputy Secretary

Timothy Konner, Chief

Federal Energy Regulatory Commission

888 First Street, NE

Washington, DC 20426

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Eric Sklar, President
Saint Helena

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Gavin Newsom, Governor

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

Melissa Miller-Henson
Executive Director
P.O. Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
fgc@fgc.ca.gov
www.fgc.ca.gov

Notice of Change of Location of Discussion/Adoption Hearing for

Mammal Hunting

(OAL Notice Number Z-2019-1224-05)

and

Waterfowl (annual)

(OAL Notice Number Z-2019-1224-07)

and

Upper Klamath-Trinity spring Chinook salmon Sport Fishing (Certificate of Compliance)

(OAL Notice Number Z-2019-1231-02)

and

Central Valley Sport Fishing (annual)

(OAL Notice Number Z-2019-1231-03)

and

Klamath River Basin Sport Fishing (annual)

(OAL Notice Number Z-2019-1231-04)

and

Public Use of Department of Fish and Wildlife Lands

(OAL Notice Number Z-2020-0114-02)

On January 3, 2020, the Fish and Game Commission (Commission) provided notice of its intent to amend sections 360, 361, 362, 364 and 364.1, Title 14, California Code of Regulations (CCR), concerning annual adjustments to mammal hunting tag quotas; and notice of its intent to amend sections 502 and 507, Title 14, CCR, concerning annual waterfowl regulations. The notices were published in California Regulatory Notice Register 2020, No. 1-Z.

AND on January 10, 2020, the Commission provided notice of its intent to adopt subsection (b)(91.2) of Section 7.50, Title 14, CCR, concerning upper Klamath-Trinity spring Chinook salmon sport fishing; notice of its intent to amend sections 2.35 and 7.00, and subsections (b)(5), (b)(68), (b)(124), and (b)(156.5) of Section 7.50, Title 14, CCR, concerning Central Valley

sport fishing regulations; and notice of its intent to amend subsection (f) of Section 5.87 and subsection (b)(91.1) of Section 7.50, Title 14, CCR, concerning Klamath River Basin sport fishing regulations. The notices were published in California Regulatory Notice Register 2020, No. 2-Z.

AND on January 24, 2020, the Commission provided notice of its intent to amend sections 550, 550.5, 551, 552, 630 and 702, Title 14, CCR, concerning wildlife areas, public lands and ecological reserves. The notice was published in California Regulatory Notice Register No. 4-Z.

At the time the notices were published, the location for the April 16, 2020 discussion/adoption hearing was indicated as the California Natural Resources Building Auditorium, 1416 Ninth Street, First Floor, Sacramento, California, 95814.

In response to the COVID-19 pandemic and physical distancing guidelines, and in compliance with Executive Order N-29-20, the Commission has changed the location and format of the April 16, 2020 discussion/adoption hearing to a teleconference and webinar. As a result, at a **teleconference and webinar to be held on April 16, 2020, at 9:00 a.m.**, or as soon thereafter as the matter may be heard, the Commission will consider the following actions:

Discuss:

- Central Valley Sport Fishing (annual) (OAL Notice Number Z-2019-1231-03)
- Klamath River Basin Sport Fishing (annual) (OAL Notice Number Z-2019-1231-04)

Consider adopting:

- Mammal Hunting (OAL Notice Number Z-2019-1224-05)
- Waterfowl (annual) (OAL Notice Number Z-2019-1224-07)
- Upper Klamath-Trinity spring Chinook salmon Sport Fishing (Certificate of Compliance) (OAL Notice Number Z-2019-1231-02)
- Public use of Department of Fish and Wildlife lands (OAL Notice Number Z-2020-0114-02)

Any person interested may present statements, orally or in writing, relevant to these actions at the April 16, 2020 hearing.

The original notices, initial statements of reasons, and proposed regulatory language, are posted on the Commission's website at <https://fgc.ca.gov/>.

FISH AND GAME COMMISSION

Date: April 01, 2020

Melissa Miller-Henson
Executive Director