

Agenda

County of Inyo Board of Supervisors

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

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

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

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

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

February 12, 2013

9:00 a.m. PLEDGE OF ALLEGIANCE

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

1. **PUBLIC COMMENT**
2. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

3. **Emergency Services** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

CLERK-RECORDER

4. Request approval of the Amendment to the License Agreement with AtPac, for a one time fee in the amount not to exceed \$12,500 for service to truncate social security numbers in the Official Records to fulfill the remainder of the County Recorder's obligation under Government Code §27301(a) and authorize the Clerk-Recorder to sign.

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

5. **AGRICULTURAL COMMISSIONER** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Mosquito Helper exists, as certified by the Interim Agricultural Commissioner, and concurred with by the County Administrator and Auditor-Controller; B) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one seasonal Mosquito Helper at Range 050PT (\$13.90 - \$16.87/hour).
6. **HEALTH AND HUMAN SERVICES – Social Services** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Office Manager position exists, as certified by the Director of Health and Human Services, and concurred with by the County Administrator and Auditor-Controller; B) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Office Manager at Range 54 (\$2,480 - \$3,454).

7. **HEALTH AND HUMAN SERVICES** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Human Services Supervisor position exists, as certified by the Director of Health and Human Services, and concurred with by the County Administrator and Auditor-Controller; B) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Human Services Supervisor at Range 66 (\$3,757 - \$4,574).
8. **PLANNING** – Request Board receive a presentation on the Southwest Solar Transformation Initiative.
9. **PLANNING** – Request Board discuss further the issues brought forth during the February 5th presentation from Mammoth Lakes Housing and subsequent discussions between Mammoth Lakes Housing and the County Auditor/Controller, and provide direction to staff on whether or not to participate in the program.
10. **WATER DEPARTMENT** – Request Board authorize staff to notify the Inyo-Mon Regional Water Management Group that the County is willing to act as grantee for the Proposition 84 Round 2 Implementation Grant application.
11. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board discuss and consider Staff's recommendation regarding continuation of the local emergency, The Death Valley Road eater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.
12. **COUNTY ADMINISTRATOR** - Request Board approve a resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Declaring Its Intent to Grant Southern California Edison Company, a California Corporation, Its Successors and Assigns, the Right, Privilege and a Franchise to Transmit and Distribute Electricity for all Purposes as Authorized Under the Franchise."

TIMED ITEMS (Items will not be considered before scheduled time)

- 9:30 a.m. 13. **OFFICE OF EDUCATION** – The Board will receive an update on the state of public education in Inyo County from Inyo County Superintendent of Schools, Dr. Terence McAteer.
- 11:30 a.m. 14. **PUBLIC WORKS – Town Water Systems** – Request Board A) conduct a public hearing on an ordinance titled "An Ordinance of Inyo County Instituting a Cross-Connection Control Program to Protect the Public Water System for the Communities of Independence, Lone Pine and Laws" that will provide the required protections of potable water for the town water systems operated by the County of Inyo in the communities of Independence, Lone Pine and Laws as required by California Code; B) waive the first reading of the ordinance and schedule the enactment for 11:30 a.m., Tuesday, February 19, 2013, in the Board of Supervisors Room, at the County Administrative Center in Independence.

CLOSED SESSION

- 1:00 p.m. 15. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: Labor Relations Administrator, Sue Dishion, Information Services Director, Brandon Shults, and Planning Director Josh Hart.

WORKSHOPS AND PRESENTATIONS (To be considered at the Board's convenience)

16. **PLANNING** – Request Board conduct a workshop regarding the draft Zoning Code/General Plan Update, and provide direction regarding code enforcement and special event permit issues.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

17. PUBLIC COMMENT

CLOSED SESSION

18. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]** - Center for Biological Diversity, a non-profit public interest corporation; Public Employees for environmental Responsibility, a national non-profit alliance of local, state, and federal resource professions, v. Inyo County and Inyo County Board of Supervisors, Inyo County Superior Court Case No. SICVPT 12-53821.
19. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]** – City of Los Angeles, Department of Water and power of the City of Los Angeles v. Inyo County Board of Supervisors, et al. Inyo County Superior Court Case No. 12908; Blackrock 94 Dispute Resolution.
20. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]** – Application for Certification for the HIDDEN HILLS SOLAR ELECTRIC GENERATING SYSTEMS – Before the Energy Resources Conservation and Development Commission of the States of California Docket No. 11-AFC-02 (Bright Source).
21. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(b)(3)]** – significant exposure to potential litigation (one case).
22. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion.
23. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.
24. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]**. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director Child Support Services Susanne Rizo, and Chief Probation Officer Jeff Thomson.
25. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.
26. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

REPORT ON CLOSED SESSION AS REQUIRED BY LAW

CORRESPONDENCE - INFORMATIONAL

27. **INYO NATIONAL FOREST** – Notification of a restoration project on fifty-seven unauthorized routes where motor vehicle use is now prohibited, with a goal to re-establish more natural conditions on routes' surfaces.



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 3

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF February 12, 2013

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

SUMMARY DISCUSSION: - During your August 5, 2008 Board of Supervisors meeting your Board took action to continue the local emergency, which was a result of the Inyo Complex Oak Creek Mud Flows. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a week-to-week basis. The recommendation is that the emergency be continued until the permanent diversions are in place. LADWP has notified your Board that the completion of the project is expected for sometime this fall. Therefore, it is recommended that your Board continue the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received) _____ Date: _____
 (The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only
AGENDA NUMBER:

4

Consent Departmental Correspondence Action Public Hearing
 Scheduled Time Closed Session Informational

FROM: Kammi Foote, Inyo County Clerk-Recorder

FOR THE BOARD MEETING OF:

SUBJECT: Amendment to the License Agreement with AtPac

DEPARTMENTAL RECOMMENDATION:

Request Board approve the amendment to the License Agreement with AtPac, for a one time fee in an amount not to exceed \$12,500 for services to truncate social security numbers in the Official Records to fulfill the remainder of the County Recorder's obligation under Government Code Section 27301 (a) and authorize the Clerk/Recorder to sign.

SUMMARY DISCUSSION:

In 2007, in order to protect against the risk of identity theft, the California Legislature passed AB1168, which required local entities to redact social security numbers from records before disclosing them to the public. To comply with the provisions of the bill, every County Recorder in this state was required to establish a social security truncation program in order to create a "public record" version in an electronic format that is an exact copy of the "official record" except that any social security number contained in the "official record" shall be truncated. These provisions applied to any document recorded since January 1, 1980, the entirety of which must be completed by December 31, 2017. This bill also authorized the collection of a fee to accomplish this purpose.

On December 11, 2007, the Board of Supervisors adopted Resolution #2007-56 to authorize the collection of recording fees to offset the costs of implementing a social security number truncation system. Then on January 6, 2009, the Inyo County Board of Supervisors declared AtPac as sole source provider for the purchase of a Truncation/Redaction System in order to comply with the provisions of AB 1168, codified in Government Code Section 27301 which states:

The county recorder of each county shall establish a social security number truncation program in order to create a public record version of each official record. The program shall include both of the following components, which the recorder shall implement concurrently

- (a) For each official record recorded between January 1, 1980, and December 31, 2008, the recorder shall create in an electronic format an exact copy of the record except that any social security number contained in the copied record shall be truncated. In order to create a public record copy, the recorder shall first truncate the social security numbers in all records that already exist in an electronic format and then create an electronic version of all other records and truncate social security numbers contained in those records. Each group of records shall be handled in descending chronological order
- (b) For each official record recorded on or after January 1, 2009, the recorder shall create a copy of that record in an electronic format and truncate any social security number contained in that record.

At the time that the social security number truncation program was established, the Official Records in Inyo County were only digitized back to 1995. In order to fully comply with all of the provisions of the Government Code 27301, the microfilmed "official records" had to be converted to digitized images prior to truncation. On December 27, 2011, the Inyo County Board of Supervisors approved a contract to convert all Official Records in Inyo County to electronic images back to January 1, 1980 in contemplation of truncating the social security numbers as required by law. This request is to approve a one-time payment to Atpac to truncate the social security numbers contained in the Official Record from January 1, 1980 through December 31, 1995, to fulfill the remainder of the County Recorder's obligation under Government Code Section 27301 (a) listed above.

ALTERNATIVES:

The alternative would be not to proceed with the Truncation/Redaction project in violation of Government Code Section 27310.

OTHER AGENCY INVOLVEMENT: Auditor

FINANCING:

There are no General Fund monies involved. This payment will be funded entirely from the Micrographic and System Update fund (023401 - 5265) which have been collected for this purpose. Funds are available within the FY 2012-2013 Budget.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <u>1.30.13</u> Date:
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>2/1/13</u> Date:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2/4/2013

CRiis™ License Agreement

CRiis™ License Agreement Amendment A

Licensee: **Inyo County**

AND

Licensor:



1. **Scope of Work:**

Back-File Redaction for years 1980-1995

2. **Fees:**

The fee for I.D. Shield software will be \$2,500.00

The fee for the Back-File redaction will be \$9,772.00

(see quote attached)

3. **Executed:**

This Amendment A, to the CRiis™ License Agreement effective July 01, 2000 is executed by the below named parties, in Inyo County, California.

Licensee:

Kammi Foote, Clerk-Recorder

Date

Licensor:

Linda Maclam 01/16/2012

Linda Maclam, CFO

Date

AtPac

13300 New Airport Road, Ste 101

Auburn, CA 95602

530-887-2249



Confidential "Cost" Quote – Electronically Submitted

December 26, 2012

Kammi Foote, Clerk Recorder
 Inyo County Recorder's Office
 168 N. Edwards Street
 Independence, CA 93526

Re: ID Shield™ "Cost" Quote

Good Afternoon Kammi,

Contained within is the quote which will cover one-time costs for the items listed below. This BackFile Redaction quote will cover film images from 1980 through 1995. This quote will expire 90 days from the date shown above.

Product or Service Description			
	Qty	Fee	Ext
I.D. Shield™ software supports Back-File redaction of sensitive personal information from digitized County records according to Rule Sets that are custom configured to match each County's records. This includes Maintenance, Audits and loading images into CRiis™.		\$2,500.00	\$2,500.00
Back-File redaction (assumes 174,500 Counts to cover 1980-1995) actual charges are based on the actual image pages processed.	174,500	\$9,772.00	\$9,772.00
Estimated Total Back-file Cost			\$12,272.00

Notes:

This quote does not include any tax. We think today that the new rules show you do not pay taxes on software that we download to your site, and maintenance and support are not taxable. However, if these tax rules are not correct, and you are responsible for paying taxes on these products, we will invoice the County as required by the State of California.

Inyo County will provide a server for BackFile Redaction. The County IT Staff and AtPac will work together to gather specifications for the server. Inyo County will also provide client workstations where redactions will be verified by County Staff Members. AtPac will install and configure the BackFile Redaction process on both the server and Client Workstations.



Inyo County Clerk Recorder
December 26, 2012
Page 2 of 2

This project should take no longer than 1 year to complete for the Inyo County Clerk Recorder's Office. This time estimate is based on the working cooperation of the redaction vendor, AtPac and the Inyo County Clerk Recorder's Office, who will be verifying images.

After review, if you have any questions please contact Francisco Quesada direct and he will be happy to assist with any of your technical questions. If you decide to move forward with this project and need this quote provided in another format, please contact myself or Linda Maclam at the office number shown below.

Thank you for letting AtPac help you with your office needs.

Sincerely,

Jacque Pollard
Account Manager
AtPac
Office: 530-887-2249
Toll Free: 800-845-7518

cc: Wayne Long, AtPac
Linda Maclam, AtPac
Francisco Quesada, AtPac

Approval and Acceptance:

Signing below indicates approval and acceptance of the "Cost" Quote provisions as written herein.

Kammi Foote
Inyo County Clerk Recorder

Date

Linda Maclam, CFO
AtPac

Date

12-26-12



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

5

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: George L. Milovich, Agricultural Commissioner

FOR THE BOARD MEETING OF: February 12, 2013

SUBJECT: Owens Valley Mosquito Abatement Program Personnel Action

DEPARTMENTAL RECOMMENDATION:

Request the Board find that consistent with the adopted Authorized Position Review Policy; (A) the availability of funding for the position of Mosquito Helper exists, as certified by Agricultural Commissioner and concurred with the County Administrator and Auditor-Controller; (B) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; (C) approve the hiring of one seasonal Mosquito Helper at Range 050PT (\$13.90 - \$16.87 per hour).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Owens Valley Mosquito Abatement Program (OVMAP) division of the Agricultural Commissioner's Office will need to hire an additional seasonal employee due to the upcoming mosquito abatement season.

ALTERNATIVES:

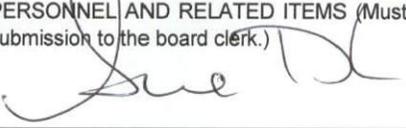
Your Board could not approve the personnel actions outlined in the Departmental Recommendation; this is not advised, possibly limiting the scope of mosquito abatement treatment, allowing pest infestations to grow out of control, putting public health and comfort at risk.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There will be no fiscal impact to the Inyo County general fund since OVMAP is a non-general fund program. There are sufficient funds in Budget unit 154101 to cover this expense.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>YHS</u> Date <u>1/31/13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>1/30/13</u>

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



For County Approval

Date: 2-1-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER AGENDA NUMBER 6
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: February 12, 2013

SUBJECT: Request to hire an Office Manager in Social Services

DEPARTMENTAL RECOMMENDATION:

Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Office Manager in the Social Services Eligibility Office exists, as certified by the Director of Health and Human Services, and concurred with by the County Administrator, and the Auditor-Controller; B) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Office Manager at Range 54 (\$2,840 to \$3,454).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Office Manager position in the Social Services division of Health and Human Services was recently vacated when the employee resigned. The Social Services Office Manager oversees one Office Assistant I/II and occasionally Work Investment Act (WIA) workers and CalWORKs work experience consumers. The Office Manager plays a key role in assuring smooth, positive and effective communication and coordination around building issues and client coordination. In addition to reception and general clerical tasks, the position also relieves Human Services Supervisors of some administrative detail. In a busy front office where duties include constant public interaction, heavy call volume, managing building maintenance requests, supplies, ordering and scheduling, a vacancy in this position diminishes the quality of our public service.

ALTERNATIVES:

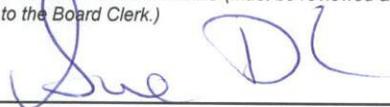
Denying this request would mean inadequate oversight of the busy front office of Employment and Eligibility, which may impact consumer service, data entry, and timely response to building issues.

OTHER AGENCY INVOLVEMENT:

The Office Manager will interact regularly with other Social Services staff, and occasionally with other county departments and community partners such as Public Works.

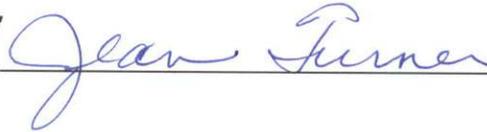
FINANCING: State, Federal, and Social Services Realignment funds. This position is currently budgeted in the Social Services Budget (055800) in the Salary and Benefits object category. No County General Funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> <u>1/20/13</u> Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>J</u> <u>1/28/13</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 1-31-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER AGENDA NUMBER 7
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: February 12, 2013

SUBJECT: Request to hire a Human Services Supervisor in Social Services

DEPARTMENTAL RECOMMENDATION:

Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Human Services Supervisor in the Social Services Eligibility office exists, as certified by the Director of Health and Human Services, and concurred with by the County Administrator, and the Auditor-Controller; B) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Human Services Supervisor at Range 66 (\$3,757 - \$4,574).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This Human Services Supervisor position is located in the Employment and Eligibility Division of Social Services. This Supervisor is one of three supervisors that oversee the twelve Integrated Case Workers (ICW's) and three front office staff in both the Bishop and Lone Pine offices. The supervisor provides is responsible for reviewing and approving eligibility status for clients for the MediCal, CalWORKs, and Foster Care programs and insuring accuracy in benefits issued to clients. They also insure that each worker is trained in all of these programs and provide continued training when regulation changes occur. The supervisor also continually insures that the workers are completing their tasks, are available for any client questions, and that the flow of the office continues to run smoothly so the clients' needs are taken care of quickly and within mandated timeframes.

ALTERNATIVES:

Denying this request would mean inadequate oversight of the busy office of Employment and Eligibility, which will impact consumer service, caseload quality assurance, and timely response to the multiple daily tasks that are required of this position.

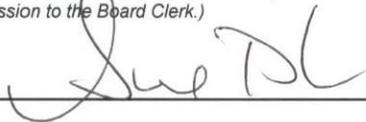
OTHER AGENCY INVOLVEMENT:

California Department of Social Services, California Department of Health Care Services,

FINANCING:

State, Federal, and Social Services Realignment funds. This position is currently budgeted in the Social Services Budget (055800) in the Salary and Benefits object category. No County General Funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date:
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> <u>1/31/13</u> Date:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>J</u> <u>1/30/13</u> Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2-1-13



The Position

Under general direction, the Human Services Supervisor plans, organizes, directs, and supervises the work of a staff engaged in providing a variety of public assistance benefits, providing employment services, managing an integrated caseload, and authorizing program and ancillary services/benefits in accordance with established policies and procedures; collects, manages and analyzes program outcome and performance data under the direction of the Program Manager, as required by state departments and for use by department and county administration; makes independent judgments regarding what data sets will inform program outcomes and provides leadership in designing data collection systems; builds effective professional relationships with local employers and develops shared workforce training goals in order to increase employment opportunities in a rural county; acts as primary point of contact and in-house helpdesk for program-specific information management systems, and troubleshoots technical issues; and performs related duties as required.

Minimum Qualifications

See Next Page

Inyo County

Inyo County, with a population of approximately 18,000 residents, is located on the eastern side of the Sierra Nevada Mountain Range, south of Yosemite National Park.

The City of Bishop, with a population of over 3,000, is the only incorporated city in Inyo County. The greater Bishop area is home to over 12,000 residents.

Inyo County is a land of magnificent natural diversity. Mount Whitney is the highest peak in the lower 48 states; Death Valley is the lowest point in the U.S. The County also encompasses the John Muir Wilderness. The County is known for the cleanest air quality, purest water and one of the safest environments in the state.

**Human Services Supervisor
(MSS Title: Supervising Integrated Case Worker)**

**Inyo County
Health & Human Services**

Monthly Salary: \$3,757 - \$4,574

Application Deadline:

February 27, 2013
5:00 p.m. PST

Tentative Examination Date:

Oral Exam: Week of March 18, 2013
Examination will be held in Inyo County

Locations:

The resulting list will be used to fill vacancies in
Bishop and Lone Pine, California

Additional Information

A valid driver's license may be required at the time of appointment and employees may also be required to drive their own car, provide proof of car insurance and a DMV clearance.

Current and future vacancies will be filled contingent upon continued funding; should funding cease, the position will be eliminated.

Position may require pre-employment drug testing, physical and fingerprinting for a background investigation.

The existing eligible list will be replaced upon completion of this examination.

MINIMUM QUALIFICATIONS

While the following requirements outline the minimum qualifications, the department reserves the right to select applicants for further consideration who demonstrate the best qualifications match for the job.

EITHER

One year of full-time experience comparable to an Integrated Caseworker III **AND** successful completion of 15 semester (22 quarter units) or 15 continuing education credits in behavioral science in sociology, psychology, counseling, vocational guidance or any coursework related to the provision of employment services. This required coursework may be obtained through colleges, universities, university extension, business schools, or employer provided career development.

OR

Eighteen months of full-time experience comparable to an Integrated Caseworker III

OR

Thirty (30) months of full-time experience comparable to an Integrated Caseworker II **AND** successful completion of 15 semester (22 quarter units) or 15 continuing education credits in behavioral science in sociology, psychology, counseling, vocational guidance, or any coursework related to the provision of employment services. This required coursework may be obtained through colleges, universities, university extension, business schools, or employer provided career development.

OR

Three years of full-time experience comparable to an Integrated Caseworker II.

OR

Two years of experience comparable to an Eligibility Supervisor.

OR

Three years of professional casework experience performing publicly funded vocational guidance services, employment counseling or placement services in a social services program, including duties and responsibilities for determining client income and other qualifications for program participation and one year of lead or supervisory experience or training in a social services program **AND**, completion of the equivalent of 15 semester units [22 quarter units] or 15 continuing education credits in behavioral science such as sociology, psychology, counseling, vocational guidance or any coursework related to the provision of employment services. (This required coursework may be obtained through colleges, universities, university extension, business school, or employer provided career development training,

KNOWLEDGE AND ABILITIES

The following may be tested in the examination:

Knowledge of:

- Rules and regulations governing eligibility for public assistance programs administered by the department
- The functions of public social service agencies and the sources of information necessary to determine eligibility of participants in various programs
- Vocational counseling
- Resources available in the community for referral or utilization in public assistance programs
- The principles of supervision, training, and instructional methods and techniques.
- The operation of automated office equipment and systems used by the department

Ability to:

- Plan, assign, and supervise the work of a multi-disciplinary staff
- Speak and write effectively
- Present oral and written reports concisely and clearly
- Apply effective interpersonal skills in order to establish and maintain cooperative working relationships with community groups, resource agencies, fellow employees and the general public
- Work effectively with other units of the department; train and develop staff
- Operate automated office equipment and systems used by the department
- Identify problems requiring referral to other agencies or staff
- Analyze a situation accurately and adopt an effective course of action
- Use available sources of information effectively in determining need and eligibility

EXAMINATION INFORMATION

MSS reserves the right to revise the examination plan if the circumstances under which this examination was planned change. The examination process may include one or more of the following components: application evaluation, computer skills assessment, supplemental questionnaire, written examination, job related exercise, and/or a structured oral examination. Candidates will be notified of any changes to the examination plan as posted on this job bulletin.

The examination component may consist of an:

ORAL EXAMINATION

This examination will be weighted: 100%

Categories tested may include:

- Communication (Oral & Written)
- Education, Experience and Training
- Interpersonal Relations
- Job Related Knowledge and Skills
- Planning/organizational Skills
- Problem Solving/Decision Making Skills
- Staff Development
- Supervision

Inyo County is an Equal Opportunity Employer

HOW TO APPLY FOR THIS EXAMINATION

Applicants must submit a completed MSS application, including any of the additional documents/materials indicated. Additional documents/materials are included in the online application. Apply online by logging onto www.mss.ca.gov and following the instructions.

It is recommended that you apply via the online application system. Applicants without Internet access may fax a paper application to (916) 648-1211 or mail to the address below. Faxed or mailed applications will ONLY be accepted on the dates/times indicated on the front of this job bulletin. Faxing or mailing your application does not guarantee that your application will be among those approved. **POSTMARKS ARE NOT ACCEPTED.**

Application packets may be obtained by contacting MSS, or the Social Services, Child Support, or HR Department in the county.

MERIT SYSTEM SERVICES

241 Lathrop Way, Sacramento, CA 95815

Website: www.mss.ca.gov

Email: mss@cps.ca.gov

Phone: (916) 263-3614

Note: Your application and any additional material become the property of MSS. **Please make a copy for your file.**

This job bulletin will not be available online after the application deadline. Please print a copy for your records.

FOREIGN EDUCATION

Applicants who completed their education outside of the United States must submit verification of degree and/or course equivalency by the application deadline. Organizations that provide foreign education credential evaluation services can be found at www.naces.org. MSS will accept verification of degree and/or course equivalency from any of the listed member agencies.

EXAMINATION NOTIFICATION

MSS will send you an email informing you of your status once it has been determined. Candidates who apply via a paper application and do not supply us with an email address will receive all recruitment notification via United States Postal Service. Selected applicants will be invited to the next step of the examination process. If you have not received notice at least two (2) working days prior to the tentative test date, please contact Merit System Services at mss@cps.ca.gov.

Some positions require that all approved candidates take and pass an oral examination to continue in the recruitment process. If this job bulletin states that there will be an oral exam for this position please note the following: Prior to being scheduled for the oral examination, you will receive an email from Merit System Services, mss@cps.ca.gov, asking you to confirm your interest in the position and your availability to attend the exam on a specific date. If you do not reply to the e-mail sent to you by the specified deadline or you are not available on the specified exam date, you will not be scheduled for the oral exam.

SPECIAL TESTING ARRANGEMENTS

Special testing arrangements may be made to accommodate applicants with disabilities or whose religious convictions prevent them from testing on a specific date. If you require such arrangements, it is your responsibility to contact MSS at mss@cps.ca.gov within five (5) days of the date on your letter/email notifying you that you have been invited to move forward in the exam process.

Nothing in this recruitment bulletin constitutes an expressed or implied contract. MSS reserves the right to make necessary modifications to the examination plan and/or schedule in accordance with Local Agency Personnel Standards.

Job Description

Detailed information on the job that you specified is provided below. If the 'Interest' link is active, you may submit an interest card for this position if desired.

Job Class ID

Sup ICW

Job Class Title

Supervising Integrated Case Worker

General Description

Under general direction, plans, organizes, directs, and supervises the work of a staff engaged in determining the need for public assistance, providing employment services, managing an integrated caseload, and authorizing program benefits in accordance with established policies and procedures; and performs related duties as required. This is the full supervisory level in the series. Incumbents supervise employees responsible for the provision of employment and training services, determining and authorizing public assistance benefits, and managing an integrated caseload.

This class is distinguished from Eligibility Supervisor class and Employment & Training Worker Supervisor class in the performance of lead duties involving the determination of eligibility for public assistance benefits AND the concurrent provision of basic employment services. The Eligibility Worker Supervisor class supervises staff responsible for eligibility duties while the Employment & Training Worker Supervisor class supervises staff primarily responsible for employment services duties.

Minimum Qualifications

EITHER

One year of full-time experience comparable to an Integrated Caseworker III AND successful completion of 15 semester (22 quarter units) or 15 continuing education credits in behavioral science in sociology, psychology, counseling, vocational guidance or any coursework related to the provision of employment services. This required coursework may be obtained through colleges, universities, university extension, business schools, or employer provided career development.

OR

Eighteen months of full-time experience comparable to an Integrated Caseworker III

OR

Thirty (30) months of full-time experience comparable to an Integrated Caseworker II

AND

Successful completion of 15 semester (22 quarter units) or 15 continuing education credits in behavioral science in sociology, psychology, counseling, vocational guidance, or any coursework related to the provision of employment services. This required coursework may be obtained through colleges, universities, university extension, business schools, or employer provided career development.

OR

Three years of full-time experience comparable to an Integrated Caseworker II.

OR

Two years of experience comparable to an Eligibility Supervisor.

OR

Three years of professional casework experience performing publicly funded vocational guidance services, employment counseling or placement services in a social services program, including duties and responsibilities for determining client income and other qualifications for program participation and one year of lead or supervisory experience or training in a social services program

AND

Completion of the equivalent of 15 semester units [22 quarter units] or 15 continuing education credits in behavioral science such as sociology, psychology, counseling, vocational guidance or any coursework related to the provision of employment services. (This required coursework may be obtained through colleges, universities, university extension, business school, or employer provided career development training.

SPECIAL REQUIREMENT

Some positions may require possession of special language and culture skills as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the required skills.

Desired Qualifications

Work Performed

Typical Duties:

Duties may include, but are not limited to, the following:

Supervises and evaluates the work of a staff engaged in determining eligibility for public assistance and providing employment services geared to the attainment of self-sufficiency; coordinates activities to ensure timely completion of tasks and projects; interviews and participates in selection of staff; provides training and staff development; ensures that staff maintains an appropriate work flow to meet department standards; develops and implements unit work goals and monitors progress toward these goals.

Conducts group and individual employee conferences to discuss or interpret departmental rules, regulations, policies and procedures, and performance problems; identifies and resolves operational problems; receives and resolves employee complaints and makes recommendations to superiors on difficult and complex personnel matters.

Supervises and participates in quality control; reviews case documentation for completeness and accuracy; determines and takes necessary action to correct errors.

Ensures compliance with applicable rules, regulations, policies, and procedures governing eligibility grant determination, employment services provision, appeals, quality control, and other matters related

to line operation of public assistance and employment services programs.

Provides direction and guidance in the appropriate application of policies and procedures to complex or unusual case circumstances.

Provides guidance in the use of various automated systems and related tools to meet processing and reporting requirements.

Receives and responds to inquiries from the general public and other agencies; resolves a variety of complaints from the general public, including recipients and applicants.

May be assigned to additional supervisory, training, and/or routine administrative responsibilities, including assisting other unit supervisors in interviewing candidates for employment and making hiring recommendations to management and training new supervisors and support staff; may serve as a member of an ad hoc departmental management policy and procedure study team.

Prepares narrative and statistical reports; represents the department at various committee meetings and conferences.

Employment Standards

Knowledge of:

Rules and regulations governing eligibility for public assistance programs administered by the department.

The functions of public social service agencies and the sources of information necessary to determine eligibility of participants in various programs.

Vocational counseling.

Resources available in the community for referral or utilization in public assistance programs.

The principles of supervision, training, and instructional methods and techniques.

The operation of automated office equipment and systems used by the department.

Ability to:

Plan, assign, and supervise the work of a multi-disciplinary staff.

Speak and write effectively.

Present oral and written reports concisely and clearly.

Apply effective interpersonal skills in order to establish and maintain cooperative working relationships with community groups, resource agencies, fellow employees and the general public.

Work effectively with other units of the department; train and develop staff.

Operate automated office equipment and systems used by the department.

Identify problems requiring referral to other agencies or staff.

Analyze a situation accurately and adopt an effective course of action.

Use available sources of information effectively in determining need and eligibility.

Other Information

Some positions in this classification may require possession of a valid California driver's License.

Employees who drive on County business to carry out job related duties must possess a valid

California driver's license for the class of vehicle driven and meet automobile insurability

requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

8

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for XX a.m. Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: February 12, 2013

SUBJECT: Presentation from planning staff on the Southwest Solar Transformation Initiative (SSTI).

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors: Receive a presentation on the Southwest Solar Transformation Initiative.

SUMMARY DISCUSSION:

The Southwest Solar Transformation Initiative (SSTI) is a regional team of public and private partners committed to advancing solar power adoption by homeowners and businesses across participating municipalities. SSTI is part of the U.S. Department of Energy's Rooftop Solar Challenge and received funding to help "streamline and standardize permitting, zoning, metering and connection processes – and improve finance options for residential and commercial rooftop solar systems." Your Board signed a letter of commitment in March 2012 to participate in the program. Staff has spent the last year working with the SSTI team to help develop a 'Solar Roadmap' for the County.

The SSTI team first provided an analysis of the solar market potential in the County. Their findings can be seen on the table below:

LOCAL IMPACT	Inyo County	All Central Valley Jurisdictions (15)
Solar Viable Residences	3,056	155,924
Residential Potential (kW)	15,587	795,212
Total Market Potential (kW)	32,004	2,774,405
Annual Energy Production (kWh)	47,398,000	3,961,850,000
Equivalent Homes Powered	4,067	340,638
Economic Impact (\$)	\$59 million	\$5.1 billion
Workforce Impact (Jobs):	307	26,634
Environmental Benefit (acres trees)	6,967	559,666

These figures are based on potential impacts for the next five-years. The SSTI team also found that the County is situated in an excellent area for solar development due its above average solar energy resource, with potential yields 10% greater than the national average.

Once the market potential was evaluated, the SSTI team held several interviews with planning and building and safety department staff to see how the County permits and inspects private solar installations. With this information, the SSTI team provided the County with its own Solar Roadmap. The Roadmap includes four goals, and within this set of goals, the Roadmap provides a specific set of criteria to be met as a way to track and reach those goals.

In response to the Roadmap recommendations, staff has developed a webpage that ties in with the energy reduction planning work that also took place last year. This webpage provides information on the process required to install private solar energy projects in the County, as well as, information on incentive programs and financial institutions with lending programs for home renewable energy projects. There is also a link to the SSTI Inyo County Roadmap. The website can be found at:
<http://inyoplanning.org/ERRE.htm>

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Staff time has been minimal on this project

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2-5-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for XX a.m. Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: February 12, 2013

SUBJECT: Follow-up from planning staff regarding the February 5th presentation from the Mammoth Lakes Housing regarding the First-Time Homebuyers Assistance Program.

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors: Further discuss the issues brought forth during the February 5th presentation from Mammoth Lakes Housing, and subsequent discussions between Mammoth Lakes Housing and the County Auditor/Controller, and provide direction to staff on whether or not to participate in the program.

SUMMARY DISCUSSION:

On February 5, 2013, Ms. Pam Hennarty, representing Mammoth Lakes Housing, requested that the County consider approving a Community Development Block Grant (CDBG) application for a First Time Homebuyer Assistance Program. This program provides down payment assistance loans to first-time homebuyers earning less than 80% of the Area Median Income. Ms. Hennarty explained that to pursue this program, the County will need to apply for a federal Community Development Block Grant. In order to submit a CDBG application, the County will first need to hold two public hearings. The first public hearing is intended to identify general projects which the County could submit an application. The second public hearing that must be held at least 30-days after the first public hearing is to consider the specific application.

Ms. Hennarty also explained that the First Time Homebuyer Assistance Program proposal is being presented as a turn-key program that will demand little County staff resources, and limit the County's fiscal risk. Mammoth Lakes Housing would administer the grant agreement and the program through a sub-recipient agreement with the County. This agreement would be part of the CDBG application approved by the Board. Mammoth Lakes Housing would be responsible for approval of all applicants. County staff would be responsible for managing the sub-recipient agreement, reviewing and approving funding requests, and reviewing and signing-off on quarterly, annual, and final reports prepared by Mammoth Lakes Housing. The County would pre-fund any down payment assistance loans to the escrow company and would then be reimbursed by the State of California Department of Housing and Community Development. Reimbursement is usually received within 4-6 weeks. Unlike many site-specific CDBG projects, the First Time Homebuyer Program would benefit qualified applicants countywide.

Planning staff described to the Board the current HOME Loan program that the County is administering and some of the issues that they encounter with the HOME Loan program, primarily demands on staff time. Ms. Leslie Chapman, County Auditor/Controller, expressed to the Board some concerns she has with the CDBG First Time Homebuyer Assistance Program requiring that the County to prefund any down payment assistance loan. Ms. Chapman and Ms. Hennarty agreed to discuss the program further and planning staff will present the results of this discussion.

ALTERNATIVES:

Agree to set a public hearing date for February 26, 2013 and participate in the program. The NOFA for the CDBG funding was released on January 7, 2013 with applications due April 12, 2013. In order to meet the requirements for the two public hearings, and be prepared to submit an application by the deadline, the County will need to notice the first public hearing for February 26, 2013. Doing so would allow the second public hearing to be held at the April 2, 2013 Board of Supervisor's meeting.

Do not agree to set a public hearing date and do not participate in the program.

OTHER AGENCY INVOLVEMENT:

Mammoth Lakes Housing
California Department of Housing and Community Development
Inyo County Auditor

FINANCING:

The County would be required to prefund any down payment assistance loan to be reimbursed by the State of California Department of Housing and Community Development within 4-6 weeks.

The CDBG process for setting up the First Time Homebuyer Assistance Program will require staff time to coordinate with Mammoth Lakes Housing in the preparation and noticing of public hearings, preparing staff reports, and reviewing the grant application.

If the First Time Homebuyer Assistance Program is funded, County staff time will be required to manage the sub-recipient agreement with Mammoth Lakes Housing, review and approve fund requests from Mammoth Lakes Housing, issue checks, and review and sign off on quarterly, annual, and final reports prepared by Mammoth Lakes Housing.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2-6-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Water Department

FOR THE BOARD MEETING OF: February 12, 2013

SUBJECT: Inyo-Mono Integrated Regional Water Management Plan: Grantee for Round 2 Implementation Funding

DEPARTMENTAL RECOMMENDATION:

The Water Department requests that your Board authorize staff to notify the Inyo-Mono Regional Water Management Group that the County is willing to act as grantee for the Proposition 84 Round 2 Implementation Grant application.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo County is currently a member of the Inyo-Mono Integrated Regional Water Management Group (RWMG). The RWMG membership includes Inyo and Mono Counties, US Bureau of Land Management, US Forest Service, water districts, community service districts, resource conservation and development districts, tribes, and non-governmental organizations. The RWMG and IRWMP are organized through a non-binding MOU. Integrated Regional Water Management Plans are becoming the State of California's principal vehicle for distributing State water grants and loans to local governments and agencies. Attachment 1 is a brochure from the California Department of Water Resources (DWR) describing DWR's statewide IRWMP effort. The RWMG is in the process of applying to the DWR for grant funds to implement a number of water-related projects in the Inyo-Mono region. The DWR grant application process requires that each RWMG have a single point of contact – a grantee (identified as "fiscal agent" in the MOU) – to act as grantee for any funds awarded by DWR. The RWMG MOU provides the following regarding the fiscal agent:

Section 2.11 Fiscal Agent. The Admin Committee, with approval by the Group, is responsible for establishing a Fiscal Agent with appropriate qualifications to receive, disburse and account for funds related to this MOU. Funding received by the Fiscal Agent to carry out projects shall be disbursed to Members or to Cooperating Entities only after the Fiscal Agent enters a funding agreement with the Member or Cooperating Entity as may be appropriate or required. The Fiscal Agent shall be responsible for any necessary financial reporting, including reports needed to comply with the terms of any grant agreement. The Fiscal Agent shall report annually to the Group and monthly to the Admin Committee. All fiscal reports shall be distributed to the Group.

If the County takes on the role of grantee, the County would be accepting responsibility for the grant funds and the completion of the funded projects. DWR would have no agreement with the individual project proponents and would look to the County for compliance with all grant obligations. It would be the County's responsibility to ensure that its subcontractors perform in compliance with the grant provisions, at the County's risk. As grantee, the County would ultimately be responsible for: the 25% match

requirement for some projects if they did not qualify under a disadvantaged community waiver; demonstrating that there are sufficient funds to complete the project; quarterly project reports; completion of CEQA and NEPA for various projects; obtaining permits, licenses, and approvals for the projects; assuring commencement and operation of the projects; returning funds to the State if the projects do not progress as contemplated; complete indemnification of the State for any claims arising as a result of the projects; and generally for project completion and performance. To fulfill these responsibilities, the County would contract with the project proponents to perform several of these responsibilities, but the County would be involved in the project from start to finish, and this role would need to be clear to the project proponents.

The level of effort required for this project is unknown, because it depends on the number of subcontracts. If three or four subcontracts are involved, we anticipate a significant level of effort for invoicing, billing, and reporting, perhaps 25% of a fiscal analyst position, plus CEQA/NEPA expertise, and personnel with subject matter expertise to assess project completion and performance. This expertise could come from any number of County departments, depending on the nature of the projects.

While the County will retain total responsibility for the various projects, the fact that the grant funding is on a reimbursement basis provides a good degree of protection for the County. Risk is reduced because there is no large sum of money advanced to any party which might be subject to misuse or mismanagement. However, it would remain important for the County to remain on top of the various projects. Subcontracts would need to make clear that project proponents perform work at their own risk. If it should turn out that portions of the work do not qualify for reimbursement, the County would not be responsible for making them whole. Before the County applied for reimbursement from the State, we would want to be certain that the work was performed in compliance with the grant. It is possible that the State would provide funds, and later through an audit determine that some funds were improperly paid. In that case, the County would be responsible for returning those funds, even if the project proponent had received them. To some extent, the County could make the project proponents responsible to the County in such an event, but such an assurance would only be as strong as the financial position of the project proponent and the enforceability of the subcontract.

The subcontracts entered into with the project proponents, as well as oversight by County staff, would be the primary means to avoid risk to the County. For example, the County is responsible to indemnify the State for any claims against the State arising out of: the project, performing the terms of the grant, and violations of the law. Through subcontracts, the County can attempt to shift this responsibility to the subcontractor, but again, this protection is only as strong as the financial position of the project proponent or its insurer. Certain liabilities potentially arising out of these projects are excluded from insurance coverage, such as contamination, pollution, or inverse condemnation. Certain requirements, such as any matching funds, would have to come from project proponents or we would not proceed. For projects sponsored by a tribe or other entity that is immune to State court, there is little hope of entering an agreement that would be enforceable in court.

If risks can be adequately managed, factors that your Board may consider in favor of accepting the role of grantee are: the IRWMP needs a capable grantee; in the future, IRWMP will increasingly be the mechanism for distributing funds from DWR; the County is one of the more leading applicants for these funds, so it makes sense for the County to administer the grant; and acting as grantee increases our contact and

visibility with DWR. Currently, California Trout and Inyo County are the only RWMG expressing willingness to act as grantee.

For the first round of implementation funding, a contract was developed between the Central Sierra Resource Conservation and Development District (Attachment 2), and a template was developed for contracts between Central Sierra RC&D and each project proponent (Attachment 3).

Becoming grantee for these projects may be a worthwhile endeavor in that the County has the infrastructure and expertise to manage the contract with the State and the subcontracts with project proponents, which may not exist in other smaller entities with less experience. Doing so entails the same types of risks that the County generally accepts when using State grant funds for projects, but with somewhat less control over those risks since the County would not be directly performing the projects.

During this funding round, \$3,930,000 is available to the seven IRWMP's within the Lahontan Region, so it is very unlikely that all of the projects listed below in Table 1 would be funded. A realistic (perhaps optimistic), expectation would be that two or three projects will be funded. The number of projects largely determines the workload that the grantee would undertake. Table 1 gives some indication as to which projects are likeliest to move ahead, but the final set of projects will depend on project proponents completing the extensive material necessary to complete the proposal application and on the amount of funding awarded by the State. The RWMG has received the following pre-proposals, ranked by priority, from RWMG members:

Table 1. Grant proposals submitted by RWMG members, listed in order of priority (the first two projects tied).

Project	Proponent	Funding request
Fire Hydrant Replacement Project	Big Pine Paiute Tribe	\$217,066
Groundwater Monitoring Wells & Amargosa River Collaborative Studies	Amargosa Conservancy & Inyo County Water Department	\$549,949
Stormwater Master Plan Development & Implementation	Town of Mammoth Lakes	\$108,000
Inyo County Meters Project	Inyo County Department of Public Works	\$845,843
Brackish Water Resources Study	Indian Wells Valley Water District	\$300,728
Owens Valley Safe & Clean Water Project	Inyo County Department of Public Works	\$381,583
Independence, Laws, Lone Pine Needs Assessment	Inyo County Department of Public Works	\$567,520
Hilton Lakes and Hilton Creek Trails Project	U.S. Forest Service	\$75,000
Safe Water Systems Project	Mono County	\$150,000
Crystal Crag Water Quality Compliance	Crystal Crag Water & Development Association	\$49,996
CSA-2 Sewer Needs and Plan	Inyo County Department of Public Works	\$70,000
Toilet Replacement Project	Inyo County Department of Public Works	\$292,500
Total		\$3,608,185

For the first round of implementation funding, the RWMG was awarded a \$1,075,000 grant in 2011, for which the Central Sierra Resource Conservation and Development District is acting as fiscal agent, and managing seven contracts.

Attachment 1: DWR brochure – Integrated Regional Water Management

Attachment 2: Contract between Central Sierra Resource, Conservation, and Development District (the current fiscal agent) and DWR.

Attachment 3: Contract between Central Sierra Resource Conservation and Development District (the current fiscal agent) and RWMG project proponents.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

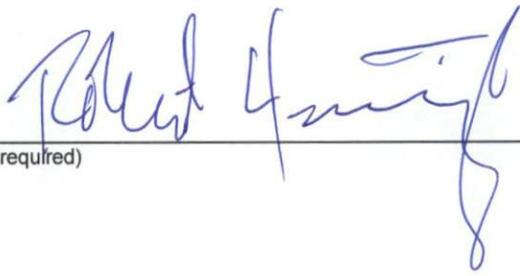
RWMG members, especially those seeking funding. The likeliest subcontractors are the Big Pine Paiute Tribe, Amargosa Conservancy, Town of Mammoth Lakes, and Indian Wells Valley Water District. Also, DWR.

FINANCING:

The County's work as grantee would be funded through a portion of any grant funds awarded. The Round 1 grantee submitted invoices for staff time and resources expended to the IRWMP members, with the agreement that their billings would not exceed 10% of the grant award. The County would act as grantee under a similar agreement with the RWMG. Essentially, we would cover the County's costs for grant administration and project oversight through the grant itself.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:  _____

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

Date: 2/6/13

Frequently Asked Questions

How is IRWM different than what came before?

In general, IRWM involves looking at water management issues from a multitude of perspectives as diverse stakeholders engage one another. That process can yield multi-benefit projects that meet several entities' goals and objectives in a more cost effective manner than each entity acting on its own. Previously, water management entities tended to work with a narrow focus on their service area and primary function, sometimes competing against similar efforts to resolve similar issues or advancing duplicative efforts.

Why is IRWM important to me? Why should I participate?

IRWM operates on the principle that each stakeholder holds a piece of the water management solution for their region and that the best solutions require better communication and understanding of regional issues than has previously occurred. The more partners involved in an IRWM, the higher the potential for better water management solutions.

In addition to the IRWM grant, are there other sources to fund a project?

Yes, while recent State bond funding measures have provided a large amount of grant funding specifically for IRWM plans and implementation, there are other opportunities for projects. Various state grant and loan programs, administered by DWR and other state agencies, can provide funding, including: FloodSAFE, urban streams, local groundwater assistance, stormwater quality, rivers and parkways, and state revolving fund loans. Federal funding may also be available for some types of projects.

Local financing will make up the largest portion of funding in many regions. The IRWM plan should serve as a strategic investment plan for all sources of funding.

What's the current state of IRWM planning?

IRWM planning regions now cover approximately 52% of the area of the State, an increase of 28% in five years. Planning regions include approximately 98% of the population in California, an increase of 4% in five years. IRWM planning regions vary in size. Some cover an entire hydrologic region of the State. In other hydrologic regions there are multiple IRWM planning regions. The largest IRWM planning region is approximately 12.5 M acres and the smallest about 170,000 acres. The enclosed map presents the current IRWM planning regions in the State.

What is the relationship between local planning and IRWM planning?

Local planning is important and will continue as not all water resource management issues are regional in nature. In fact, sound local planning helps generate regional issues and objectives that can benefit from integrated solutions.

What do people involved in IRWM planning regions say?

Opinions about IRWM vary, but there is broad agreement on some of the factors that lead to successful implementation of the IRWM.

- IRWM efforts are long term.
- IRWM efforts yield unprecedented coordination and cooperation.
- One of the most valuable outcomes of IRWM efforts are the relationships formed between diverse stakeholders.

How does someone get involved?

DWR's web site contains contact information for current IRWM efforts (see resources section). If an IRWM effort does not currently exist in your area, you can begin to identify other water management entities in your area to begin the conversation or you can contact one of DWR's regional contacts to begin to connect to others in your area. ☐

Benefits of IRWM

As indicated in the CWP Update 2009, IRWM is a key initiative to ensuring reliable water supplies in the future. IRWM helps communities and regions incorporate sustainable actions into their water management efforts.

A main focus of IRWM planning is diversification of a region's water portfolio so that multiple resource management strategies are employed in meeting future water and water quality needs of all sectors. This diversification should help regions to better prepare to face an uncertain future of water availability and water use, while protecting and improving water quality and the environment.

As a key initiative in the CWP, IRWM is a long term approach to water management in California. As IRWM evolves, DWR seeks to encourage planning efforts that are collaborative and use broad stakeholder participation to gain the input that leads to diversity of water management strategies. Such planning efforts can live well into the future beyond current state funding incentives. ☐



Contacts

For more information on Integrated Regional Water Management, please contact us at:
DWR_IRWM@water.ca.gov

Integrated Regional Water Management

What is IRWM?

Integrated Regional Water Management (IRWM) is a collaborative effort to manage all aspects of water resources in a region. IRWM differs from traditional approaches to water resource management by integrating all facets of water supply, water quality, waste water treatment, and flood and storm water management.

IRWM crosses jurisdictional, watershed, and political boundaries; involves multiple agencies, stakeholders, individuals, and groups; and attempts to address the issues and differing perspectives

of all the entities involved through mutually beneficial solutions.

IRWM is an example of integrated resource planning, which began in the late 1980s in the electric power industry as a comprehensive approach to resource management and planning. When applied to water management, integrated resource planning is a systems approach that explores the cause-and-effect relationships between different aspects of water resource management, with an understanding that changes in the management of one aspect of water re-

sources can affect others. Because water resources are often not confined to the boundaries of a single water management agency, a consensus-based, cross-jurisdictional, regional approach provides an opportunity to formulate comprehensive solutions to water resource issues within a region.

The methods used in the IRWM include a range of water resource management strategies, which relate to water supply, water quality, water use efficiency, operational flexibility, and stewardship of land and natural resources. ☐

Background

Although IRWM planning has roots in integrated resource planning, recent developments have caused a surge in IRWM activity in California.

The Integrated Regional Water Management Act of 2002 (Senate Bill 1672, Costa) amended the California Water Code (CWC) to add §10530 to encourage local agencies to work cooperatively to manage local and imported water supplies to improve the quality, quantity, and reliability of those supplies. While this act provided the authority for IRWM plans, it gave little guidance or incentive for IRWM planning or implementation.

In November 2002, California voters passed Proposition 50, the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002, which provided \$500,000,000 (CWC §79580-79562) to fund competitive grants for projects consistent with an adopted IRWM plan. The grant program was run as a joint effort between the Department of Water Resources (DWR) and the State Water Resources Control Board to provide both planning and implementation grants to IRWM efforts.

The incentive provided by this funding, as well as the direction provided in grant program guidelines, were major drivers for progress in IRWM over the last several years.

In December 2005, DWR released the California Water Plan (CWP) Update, 2005, which names the IRWM as a key initiative to ensure reliable water supplies.

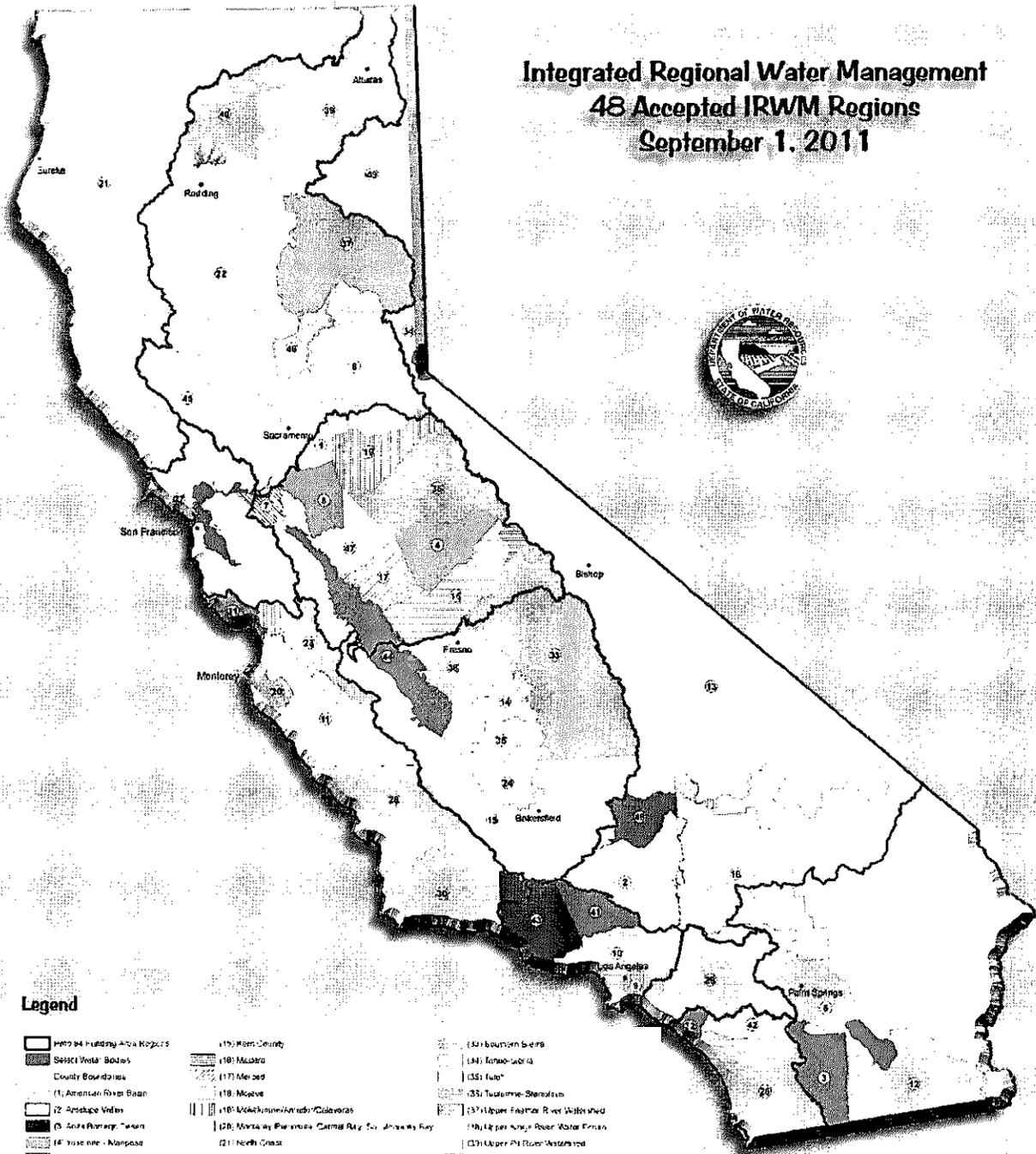
In November 2006, California voters passed Proposition 84, the Safe Drinking Water, Water Quality, and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. Proposition 84 provides \$1,000,000,000 for IRWM planning and implementation. At the same time, California voters also passed Proposition 1E, the Disaster Preparedness and Flood Prevention Bond Act of 2006, which provides, among other actions, \$300,000,000 for storm water projects that reduce flood damage and are consistent with an IRWM plan.

In October 2009, DWR released the CWP Pre-Final Draft, Update 2009, which emphasizes the need for integrated regional water management. As stated in the Highlights volume, "IRWM provides a critical framework for actions to address the un-



certainties presented by climate change as well as other risks to California's water future." The first objective in the implementation chapter (Volume 1, Chapter 7) is to promote, improve, and expand integrated regional water management. ☐

Integrated Regional Water Management 48 Accepted IRWM Regions September 1, 2011



Legend

<ul style="list-style-type: none"> 1993-94 Funding Area Regions Special Water Bodies County Boundaries (1) American River Basin (2) Antelope Valley (3) Santa Barbara Watershed (4) Yuba River - Nimbus (5) Yuba River - Nimbus (6) Colusa/Elk Valley (7) East Contra Costa County (8) Eastern San Joaquin (9) Gateway Region (10) Greater Los Angeles County (11) Greater Monterey County (12) Imperial (13) Inyo Mono (14) Inyo/Mono/Stanislaus 	<ul style="list-style-type: none"> (15) Kern County (16) Moduro (17) Mendocino (18) Mokelumne/Trinity/Colusa (19) Mokelumne/Trinity/Colusa (20) Monterey Peninsula Central River San Joaquin Bay (21) North Coast (22) North Sacramento Valley Group (23) Placer River Watershed (24) Poso Creek (25) San Diego (26) San Francisco Bay Area (27) San Luis Obispo (28) Santa Ana Watershed Project Authority (29) Santa Barbara Countywide (30) Santa Cruz County (31) San George County Watershed Management Area 	<ul style="list-style-type: none"> (32) Southern Sierra (33) Tehama-Colusa (34) Tuolumne (35) Tuolumne Stanislaus (36) Upper Feather River Watershed (37) Upper Feather River Water Project (38) Upper Feather River Watershed (39) Upper Feather River Watershed (40) Upper Feather River Watershed (41) Upper Santa Clara River (42) Upper Santa Clara River (43) Watersheds Coalition of Ventura County (44) Westside - San Joaquin (45) Westside (Yuba/Sutter/Napa/Lake/Collama) (46) Yuba County (47) East Stanislaus (48) Fremont Basin (49) Arroyo Grande
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Notes:
 1) Hatch and Dot symbols are shown where there is a boundary overlap.
 2) Numbers shown are for reference purposes only and correspond to internal DWR RAP submittal identifications.
 3) Region boundaries shown are those submitted by each applicant as part of the RAP submittal.
 - RAP 2009 = ID Numbers 1 - 46
 - RAP 2011 = ID Numbers 47 - 48
 * Denotes Region is conditionally approved
 ID No. 48 (Sacramento Valley) is no longer participating in the IRWM Grant Program and is no longer shown.



Resources

- California Water Plan and Updates: <http://www.waterplan.water.ca.gov/>
- IRWM Grant Program: <http://www.water.ca.gov/irwm/>
- FloodSAFE: <http://www.floodsafe.water.ca.gov/>
- Other DWR Grant programs: <http://www.water.ca.gov/nav/nav.cfm?loc=t&id=103>
- State Water Board Financial Assistance: http://www.waterboards.ca.gov/water_issues/programs/grants_loans

Document Design: Angham Aljabary

Region Acceptance Process

In 2009, DWR went through a Region Acceptance Process (RAP) to accept regions into the IRWM Grant Program. Forty six regions submitted applications, and after a thorough review and interview process, DWR approved 36 regions, and conditionally approved 10 other regions. The map above shows those regions that have been approved or conditionally approved by DWR. The DWR IRWM web site contains more specific information on the RAP. ☺

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
CENTRAL SIERRA RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL AGREEMENT NUMBER 4600009723
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Central Sierra Resource Conservation and Development, Incorporated, a 501(c)(3) non-profit in the Counties of Amador, Alpine, Calaveras, Tuolumne, and Mono, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the Inyo-Mono Integrated Regional Water Management (IRWM) Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on December 31, 2014, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 8.
3. GRANT AMOUNT. The maximum amount payable by State under this Grant Agreement shall not exceed \$1,075,000. Of this grant amount, not less than \$393,880 shall be expended to projects that benefit the critical water supply or water quality needs of disadvantaged communities (DAC) in the IRWM effort funded by this Grant Agreement.
4. GRANTEE COST SHARE. Estimated total Project cost for this Agreement is \$1,425,084. Grantee shall provide a Grantee Cost Share (Funding Match) in the amount of at least 25% (unless a Disadvantaged Community project waiver is granted) of the total project cost. Grantee's Funding Match is estimated to be \$328,693. Grantee's Funding Match may include cost share performed after September 30, 2008.
5. GRANTEE'S RESPONSIBILITY. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Schedule) and Exhibit C (Budget). Grantee shall comply with all of the terms and conditions of this Grant Agreement and applicable California Public Resources Code (PRC) requirements.
6. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the Inyo-Mono IRWMP Round 1 project Implementation grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
7. BASIC CONDITIONS. State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied the following conditions in accordance with the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
 - a) By signing this Grant Agreement, Grantee demonstrates the designated Local Project Sponsors for each project are aware of and comply with the provisions of the Grant Agreement between State and Grantee.
 - b) Grantee demonstrates the availability of sufficient funds to complete the project, as stated in the Grant Award/Commitment Letter, by submitting the most recent 3 years of audited financial statements.
 - c) Grantee complies with PRC §75102 to notify the California Native American tribe (which is on the contact list maintained by the Native American Heritage Commission) of Project Construction if that tribe has traditional lands located within the area of the Project.

- d) For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
- e) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."
- f) Grantee submits all deliverables as specified in this Paragraph of this Grant Agreement and Work Plan in Exhibit A.
- g) For each project, prior to the commencement of construction or implementation activities, Grantee shall submit to the State the following:
 - 1) Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 - 2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - i. Grantee submits all applicable environmental permits as indicated on the Environmental Information Form to the State,
 - ii. Documents that satisfy the CEQA process are received by the State,
 - iii. State has completed its CEQA compliance review as a Responsible Agency, and
 - iv. Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (ex. construction or implementation activities) for which it is required. Therefore, the Grantee should get concurrence from DWR on CEQA before beginning any of the work that is subject to CEQA. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.
 - 3) For each project included in this Grant Agreement a monitoring plan as required by Paragraph 22, "Project Monitoring Plan Requirements."

8. DISBURSEMENT OF GRANT FUNDS. Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. For each project, funds will be disbursed by State in response to each approved invoice in accordance with the Exhibit C. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Costs.
9. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Work performed after the date of grant award, August 16, 2011, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee.

Advanced funds will not be provided. Costs that are not reimbursable with grant funds cannot be counted as cost share. Costs that are not eligible for reimbursement include but are not limited to:

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.

- b) Operation and maintenance costs, including post construction performance and monitoring costs.
 - c) Purchase of equipment not an integral part of a project.
 - d) Establishing a reserve fund.
 - e) Purchase of water supply.
 - f) Monitoring and assessment costs for efforts required after project construction is complete.
 - g) Replacement of existing funding sources for ongoing programs.
 - h) Travel and per diem costs.
 - i) Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
 - j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the effective date of the grant award with the State.
 - k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e. Funding Match)
 - l) Overhead not directly related to project costs.
10. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 7 "Basic Conditions" are met, State will disburse the whole or portions of the Grant Amount to Grantee, following receipt from Grantee of an invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."

Invoices submitted by Grantee shall include the following information:

- a) Costs incurred for work performed in implementing the IRWM Program or program contracts during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.
- c) Appropriate receipts and reports for all costs incurred.
- d) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories specified in the Exhibit C. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent Grantee's and Local Project Sponsors' costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - 5) Original signature and date (in ink) of Grantee's Project Manager.

Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources
Parker Thaler, Environmental Scientist
901 P Street, Room 213
Sacramento, CA 95814

11. WITHHOLDING OF GRANT DISBURSEMENT BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the Grant Amount and take any other action that it deems necessary to protect its interests. State may require the Grantee to

immediately repay all or any portion of the disbursed grant amount with interest, consistent with its determination. State may consider Grantee's refusal to repay the requested disbursed grant amount a contract breach subject to the default provisions in Paragraph 13, "Default Provisions."

If State notifies Grantee of its decision to withhold the entire grant amount from Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and shall no longer be binding on either party.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirements to remain eligible to receive State grant funds:
- Timely adoption of an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 et. seq.)
 - For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
 - Reporting of status of IRWM Plan Update as described in Exhibit E under the heading "Quarterly Progress Report."
13. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:
- Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - Making any false warranty, representation, or statement with respect to this Grant Agreement.
 - Failure to operate or maintain projects in accordance with this Grant Agreement.
 - Failure to make any remittance required by this Grant Agreement.
 - Failure of Grantee or a Local Project Sponsor receiving grant funding through this Grant Agreement to adopt, no later than 2 years after the State executes the Grant Agreement, an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - Failure to undertake all reasonable and feasible efforts to take into account the water-related needs of disadvantaged communities in the area within the boundaries of the IRWM Plan.
 - Failure to comply with Labor Compliance Program (LCP) requirements.
 - Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State may do any or all of the following:

- Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- Terminate any obligation to make future payments to Grantee.
- Terminate the Grant Agreement.
- Take any other action that it deems necessary to protect its interests.

14. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS: Grantee and Local Project Sponsors shall be responsible for ensuring any and all permits, licenses, and approvals required for performing their obligations under this Grant Agreement are obtained, and shall comply with CEQA (PRC Section 21000 et seq.) and other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements for each project described in Exhibit A.
15. RELATIONSHIP OF PARTIES. Grantee and Local Project Sponsors are solely responsible for design, construction, and operation and maintenance of Projects within the Inyo-Mono IRWM Program. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of grant funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee and Local Project Sponsors under this Grant Agreement.
16. GRANTEE REPRESENTATIONS. Grantee accepts and agrees to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application,

documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing. Grantee warrants that all Local Project Sponsors will be contractually required to comply with this Grant Agreement for their respective project or projects.

17. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted in both electronic and hard copy forms. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit E. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report for each project listed on Exhibit A is a requirement for the release of any funds retained for such project.
- Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent via e-mail, to the State's Project Manager as specified in Exhibit B. Quarterly Progress Reports shall provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to DWR no later than one month following the first quarter after the grant agreement is executed with future reports then due on successive three month increments based on the invoicing schedule.
 - Project Completion Reports: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of project completion. Each Project Completion Report shall include a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent Standard Condition D-15, "Final Inspections and Certification of Registered Civil Engineer." A DWR "Certification of Project Completion" form will be provided by the State.
 - Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
 - Post-Performance Reports: Grantee shall submit a Post-Performance Report for each project. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated, for each project, annually for a total of 10 years after the completed project begins operation.
18. IRWM PROGRAM PERFORMANCE AND ASSURANCES. Grantee agrees to faithfully and expeditiously perform or cause to be performed all IRWM Program work as described in the final plans and specifications for each project under this Grant Agreement and implement the project in accordance with applicable provisions of the law. In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.
19. LABOR COMPLIANCE. Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to,

Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under California Labor Code Section 1771.3.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the Grant made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the projects, and shall ensure or cause the projects to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The Grantee shall ensure that all operations and maintenance costs of the facilities and structures are contractually assumed by the appropriate Local Project Sponsors for their respective projects; State shall not be liable for any cost of such maintenance, management, or operation. Grantee or Local Project Sponsors may be excused from operations and maintenance only upon the written approval of the State's Project Manager. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 13, "Default Provisions."
21. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of CWC) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.
22. PROJECT MONITORING PLAN REQUIREMENTS. The Grant Agreement work plan should contain activities to develop and submit to State a monitoring plan for each project contained in this Grant Agreement. Monitoring plan can be for the entire Proposal or on a per project basis. Along with the Attachment 6 Project Performance Measures Tables requirements outlined on page 21 of the Proposition 84 Round 1 Implementation Proposal Solicitation Package, the Project Monitoring Plan should also include:
- a) Baseline conditions.
 - b) Brief discussion of monitoring systems to be utilized.
 - c) Methodology of monitoring.
 - d) Frequency of monitoring.
 - e) Location of monitoring points.
- A monitoring plan shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for each project in this Grant Agreement. See Exhibit G ("Requirements for Data Submittal") for web links and information regarding other State monitoring and data reporting requirements.
23. NOTIFICATION OF STATE. For each project, Grantee shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. See Exhibit H for guidance on Agreement Amendment requirements.

- b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
- c) Completion of work on a project shall include final inspection of a project by a Registered Civil Engineer, as determined and required by State, and in accordance with Standard Condition D-15 (Final Inspections and Certification of Registered Civil Engineer). Furthermore, the Grantee shall provide the State the opportunity to participate in the inspection. Grantee shall make such notification at least fourteen (14) calendar days prior to the final inspection.
24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by electronic means. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
26. PROJECT REPRESENTATIVES. The Grantee has acknowledged authorization to enter into a cost sharing partnership agreement as documented in Exhibit I. The Project Representatives during the term of this Grant Agreement is as follows.

Department of Water Resources

Paula Landis
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9220
e-mail: plandis@water.ca.gov

Central Sierra Resource Conservation
and Development Council
Valerie Klinefelter
Project Director
235 New York Ranch Road, Suite D
Jackson, CA 95642
209-257-1543
Vk95669@comcast.net

Direct all inquiries to the Project Manager:

Department of Water Resources

Parker Thaler
Division of Integrated Regional
Water Management
901 P Street
Sacramento, CA 95814
916-651-9221
e-mail: PThaler@water.ca.gov

Central Sierra Resource Conservation
and Development Council
Valerie Klinefelter
Project Director
235 New York Ranch Road, Suite D
Jackson, CA 95642
Vk95669@comcast.net

- Either party may change its Project Representative or Project Manager upon written notice to the other party.
27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Schedule
- Exhibit C – Budget
- Exhibit D – Standard Conditions
- Exhibit E – Report Formats and Requirements
- Exhibit F – Local Project Sponsors
- Exhibit G – Requirements for Data Submittal
- Exhibit H – Guidelines for Grantees
- Exhibit I – Grantee Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Central Sierra Resource Conservation and
Development Council

Paula J. Landis, P.E., Chief
Division of Integrated Regional Water
Management
Date_____

Valerie Klinefelter
Project Director
Date_____

Approved as to Legal Form and Sufficiency

Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel °
Date_____

**EXHIBIT A
WORK PLAN**

Safe Drinking Water and Fire Water Supply Feasibility Study for Tecopa, California

Overview:

The disadvantaged communities of Tecopa and Tecopa Hot Springs, which are located in a desert area in remote Southeastern Inyo County, have no sources of potable drinking water. Although many households have domestic wells, water from the wells does not meet the State's safe drinking water standards for dissolved solids such as fluoride and arsenic. Currently, residents either drive 45 miles to purchase purified water, or they drink the well water which subjects them to long term negative health effects. Moreover, during frequent power outages that plague these communities (especially during periods of high winds and intense summer heat) the existing wells cannot be operated. In addition to lack of a potable water supply, these communities lack facilities to quickly refill fire fighting apparatus used by the local volunteer emergency services district. Recent fires in the area have demonstrated the severity of this problem.

The project will conduct a feasibility study to determine whether safe drinking water and fire flow storage facilities can be provided in the two communities. Instead of focusing on the delivery of potable water to every household, the study will analyze the feasibility of constructing a public drinking water station in each community which would provide treated, potable water where residents could fill drinking water containers. The study will also identify a location in each community where an above ground water storage tank for fire flow could be located and will identify the type of storage tank that should be used.

Task 1: Administration

The Amargosa Conservancy shall provide all technical and administrative services as needed for the project completion, review all work performed, and coordinate budgeting and scheduling to assure that the project is completed within budget, on schedule, and in accordance with all approved procedures, applicable laws, and regulations. Administrative activities will include coordination of invoices, data gathering and reporting during the feasibility study, final project completion report drafting and submittal to Grantee and DWR.

Deliverables: Invoices and reporting as required in the Grant Agreement.

Task 2: Environmental Documentation

The Project is anticipated to qualify for a Categorical Exemption under the California Environmental Quality Act. Amargosa Conservancy will file a Notice of Exemption (NOE) with the Inyo County Clerk, and California State Clearinghouse.

Deliverables: NOE

Task 3: Permitting

The project is a feasibility study. Since the project will not involve construction, grading or other such activities, the project will not require any permits from governmental agencies. A determination will be made whether there is a need to access private property and, if so, permission to access such property will be obtained so that the feasibility study can be conducted.

Deliverables: Any permission permits needed to conduct the feasibility study

Task 4: Consultant Selection

Amargosa Conservancy will select Consultant(s) in compliance with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations with other entities for

acquisition of goods and services. The Request for Proposal will be developed by the board of directors within thirty (30) days of Grant execution, followed by a forty-five (45) day response period and a thirty (30) day award period.

Deliverables: Summary of the bid process

Task 5: Implementation of Feasibility Study

Amargosa Conservancy, through the Consultant(s) selected to perform the feasibility study, will consult with the local fire district, representatives of the two communities, and representatives of the County of Inyo. These meetings will occur approximately 2 to 3 times to determine the water needs of the communities of Tecopa and Tecopa Hot Springs.

A Sampling Plan will be developed and implemented in order to analyze current conditions and determine the level of water treatment that will be necessary to provide potable water to the two communities. The frequency of water sampling to be undertaken as part of the feasibility study is unknown at this time, but will be determined as part of the feasibility study. The necessary groundwater flow and treatment required to provide potable water and the supply of water for fire water storage tanks will be determined within approximately one and one-half years. If existing groundwater wells cannot be used to supply the necessary water, additional source(s) of groundwater will be identified, if present.

Locations for the potable water supply stations and fire water storage tanks will be identified. Conceptual designs and drawings for the potable water supply stations and/or fire water storage tanks will be created. In addition, estimates of the costs for the potable water supply stations, fire storage tanks, and the ongoing operation and maintenance costs of these potential facilities will be calculated as part of the feasibility study.

CEQA compliance needed for any future potable water project will be determined and identified in final feasibility study.

Deliverables: (1) Summary of meetings between involved agencies, (2) Sampling Plan, (3) draft and final feasibility study report including all above discussed elements will be submitted to DWR.

Pump Operation Redundancy and SCADA Improvements Project

Overview:

Inyo County owns and operates three community water systems serving the unincorporated towns of Laws, Independence and Lone Pine. The combined population served by the water systems is approximately 2,000 people. The Lone Pine and Independence water systems are supplied by water from a well and gravity head storage tanks. A well and hydro pneumatic storage tank supplies the Laws community water system. Transducers located at the tanks send high /low signals to the Supervisory Control and Data Acquisition System SCADA system to operate the pumps. Currently, there is no redundancy to activate the pumps should the transducers or SCADA system fail.

The goals of this project are to increase the overall reliability of the water systems' ability to start the pumps when necessary, provide redundancy to operator notification in the event of an emergency, increase the variables monitored by the SCADA system, install a communications line to increase the variables monitored, and to achieve a degree of energy savings and efficiency by shifting the pump-on times to the lo peak or base peak periods from the hi peak period. This project will install secondary pressure sensor switches on each water system as a back up to energize and operate the well pumps and maintain system pressure in case of transducer or SCADA system failures. Secondary Auto-dialers are also included for operator notification redundancy. The project also will upgrade the SCADA systems to include capability to program off-peak pumping capability to save energy.

Task 1: Administration

Inyo County will provide all technical and administrative services as needed for the project completion, review all work performed, and coordinate budgeting and scheduling to assure that the project is completed within budget, on schedule, and in accordance with all approved procedures, applicable laws, and regulations. Administrative activities will include coordination of invoices, and reporting, final project completion report drafting and submittal to Grantee and DWR.

Deliverables: Invoices and reporting as required in the Grant Agreement

Task 2: Permitting

The project will require the following permits:

Pole agreement with Los Angeles Department of Water and Power

Deliverables: Copy of Pole agreement

Task 3: Environmental Documentation

The project is anticipated to qualify for a Categorical Exemption under the California Environmental Quality Act for the Categorical Exemption of Class 1, Section 15301 EXISTING FACILITIES and Class 3, Section 15303 NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES. Inyo County will file a Notice of Exemption (NOE) with the County Recorder, and State Clearinghouse.

Deliverables: Notice of Exemption filed with County Recorder and State Clearinghouse.

Task 4: Planning/Design/Engineering

Prepare project plans and specifications utilizing a California Licensed Engineer.

Deliverables: Project Plans, Specifications and Contract documents

Task 5: Construction/Implementation

This project will install one secondary pressure sensor switches on each water system as a back up to energize and operate the well pumps and maintain system pressure in case of transducer or SCADA system failures.

Secondary Auto-dialers, one per system, will also be installed for operator notification redundancy.

The project will upgrade the SCADA systems to include capability to program off-peak pumping capability to save energy.

The SCADA program will be upgraded to log water produced per day, the daily demand, date and amount of maximum day demand, maximum instantaneous demand (i.e. max gallons per minute demand), and date and time of max instantaneous demand.

Deliverables: (1) Functioning system according to plans and requirements. (2) Copy of filed "Notice of Completion" with County Recorder and State Clearinghouse.

Task 6: Award of Contract

Inyo County will decide after receiving bids, if some, or all aspects of this scope will be completed by contract, or if by a combination of contract and in-house labor.

The County will select Consultant(s)/Contractor(s) in compliance with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations with other entities for acquisition of goods and services. The Request for Proposal will be developed by the County within the thirty

(30) days of Grant execution, followed by a forty-five (45) day response period and a thirty (30) day award period.

Deliverables: Summary of bid process

Task 7: Construction Administration/Contingency

Inyo County will provide construction administration and supervision to ensure that construction activities are performed efficiently, that construction/implementation conforms to the pertinent designs and specifications, the construction costs are monitored, and construction activities are completed on schedule.

Sub-Task 7.1 Contingency

A construction contingency is associated with this Project to cover any costs that exceed the estimated construction costs.

Deliverables: (1) Project Construction Photos, (2) As Built Plans

Round Valley Joint Elementary School District Water Project

Overview:

Round Valley Elementary School is presently served by one shallow well with deteriorating steel casing. Over the last two years the water system has failed three times forcing the school to bring in portable bathrooms and bottle water, and consider the need for potentially closing the school. Current state water standards require new systems have redundant sources. A new well will be drilled, providing a second water source and line the existing well with new casing.

This project will provide a reliable water supply for Round Valley School, incorporating simplicity and redundancy within the proposed design. In addition this project will provide water for structural fire protection by providing access to an irrigation ditch on the neighboring property.

Task 1: Administration

The Round Valley School District will provide all technical and administrative services as needed for the project completion, review all work performed, and coordinate budgeting and scheduling to assure that the project is completed within budget, on schedule, and in accordance with all approved procedures, applicable laws, and regulations. Administrative activities will include coordination of invoices, data gathering and reporting during the Grant Agreement, final project completion report drafting and submittal to Grantee and DWR.

Reporting will be coordinated and submitted by the project manager.

Deliverables: Invoices and reporting as required in the Grant Agreement.

Task 2: Environmental Documentation

Round Valley School District is the lead agency for this water quality project. The Project is expected to be Categorical Exempt from CEQA, class 14 (minor additions to schools). The exemption document will be prepared and filed with Inyo County and the State Clearing House.

Deliverables: (1) Categorical exemption forms and CEQA check list. (2) Exemption document filed with Inyo County and the State Clearing House.

Task 3: Permitting

County permits will be required for overall construction which includes, the drilling of the new well, lining the existing well, abandoning the existing unusable well. Following construction the school's permit to operate the system will be amended. Testing will be performed to insure compliance with all Federal and State safe drinking water standards.

The project will require the following permits:

- A. Amended water permit with Inyo County

Deliverables: (1) Approval letter from Division of State Architects (DSA). (2) Amended water permit with Inyo County.

Task 4: Project Plans & Specifications

RVJESD will utilize its project manager and a California Licensed Engineer to develop the plans and specifications.

RVJESD will submit plans and specification to the (DSA) for final approval.

Deliverables: (1) Completion of project plans and specifications at 100%. (2) Approval letter from DSA

Task 5: Award of Contract(s)

The Round Valley Joint Elementary School District (RVJESD) will select Contractor(s) in compliance with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations with other entities for acquisition of goods and services. The RVJESD uses Uniform Public Construction Cost Accounting the advertising and notification requires 30 days. Early in the 30 day notice period a pre-bid walk will take place at the elementary campus. During the 30 day period the contractor(s) will also address Requests for Information and clarifications. The 30 day notification period will conclude with the bid opening. Bids will be opened and evaluated and a recommendation sent to the school board for their approval and awarding of the contract.

Following board approval the Notice of Award(s) and contract documents will be sent to the successful bidder(s). Once contract(s) has been executed and insurance and bonding has been verified contractor will be issued a Notice to Proceed. The final step for this task will be the preconstruction meeting. This meeting will involve all parties involved in the project: (1) owner, (2) contractor, (3) sub-contractors, (4) labor compliance, (5) Inspector of Record. During this meeting a site walk thru will conducted as well as an overview of plans, specifications, and scheduling.

Deliverables: Summary of Competitive Bid Process

Task 6: Construction

- A. Installing a second well to meet the California Department of Health requirements of water resupply redundancy, which will provide greater reliability over the present single well for domestic water usage. Well Construction: Approximate 100 foot deep well with 8 inch casing will be drilled within close proximity of the existing well. One inch electrical conduit and a inch and a half water pipe will be installed from new well-head to existing water facility. This will involve approximately 20 feet of trenching. Well will be connected with a pitiless adapter and sealed to a depth of 50 feet.
- B. The existing 70 foot domestic water supply well with a breach in the casing will be relined with a 6 inch casing and put back into service. Additionally, a shallow out of service well, will be abandoned to state specifications.
- C. A propane generator will be installed to provide water during water outages. The propane generator will be plumbed to the existing propane system.
- D. Three 20 gallon a minute pumps will be installed. One in the exiting well and two in the new well. The second pump the new well will be connected to the generator.
- E. In addition to the domestic water supply, a nearby irrigation ditch will be widened with the installation

of a "water restriction" to allow for drafting with a four inch pipe at the bottom of ditch, also a gate will be installed so access will be provided to the property and a 20 feet section of four inch permanent draft pipe will be installed to provide for faster and more reliable response during fire emergency.

Deliverables: Notice of Completion

Task 7: Construction Administration/Contingency

The RVJESD will provide construction administration and supervision to ensure that construction activities are performed efficiently, that construction/implementation conforms to the pertinent designs and specifications, the construction costs are monitored, and construction activities are completed on schedule."

Sub-Task 7.1 Contingency

A construction contingency is associated with this Project to cover any costs that exceed the estimated construction costs.

Deliverables: (1) Project Construction Photos, (2) As Built Plans

New Hilltop Well

Overview:

The project is to drill a new well and install a small pressure system to service the Hilltop subdivision of Swall Meadows. The new system will augment and eventually replace an aging artesian well source that is located 2500 feet from the community and has become erratic in its reliability and prone to increasing maintenance of the supply line. The new well will be located within the subdivision.

Task 1: Administration

Wheeler Crest Community Service District (WCCSD) will provide all technical and administrative services as needed for the project completion, review all work performed, and coordinate budgeting and scheduling to assure that the project is completed within budget, on schedule, and in accordance with all approved procedures, applicable laws, and regulations. Administrative activities will include coordination of invoices and reporting, final project completion report drafting and submittal to Grantee and DWR.

Deliverables: Invoices and reporting as required in the Grant Agreement

Task 2: Environmental Documentation

The Project is anticipated to qualify for a Categorical Exemption under the California Environmental Quality Act, Section 15303c. WCCSD will file a Notice of Exemption (NOE) with the Mono County Clerk.

Deliverable: Notice of Exemption

Task 3: Permitting

WCCSD will obtain a drill permit from Mono County Environmental Health. The District will amend its water system permit before supplying water from the new system

Deliverables: Drill permit, Water System permit

Task 4: Planning/Design/Engineering

Preliminary design will include finalization of power supply from Southern California Edison, finalizing and recording easement agreement(s) and definition of the final pressure system design. Detail design will consist of preparation of construction drawings for the well and pressure system in addition to selection and specification of appurtenance hardware. This task will also develop language for bid packages as necessary.

Deliverables: (1) Site easement(s) as recorded in Mono County records. (2) SCE power drawing. (3) Final designs and specifications.

Task 5: Award of Contract(s)

WCCSD will select Contractor(s) in compliance with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations with other entities for acquisition of goods and services. Drilling of the well will be advertised and bid responses will be evaluated by the board of directors.

When water production is verified after drilling and well development, contracts will be let for the various phases of pressure system construction. Due to the remoteness of the site and contractors available in the region, this phase may be accomplished by a single contractor or multiple contracts. Any contract over \$25,000 will be conducted with an advertised bid process.

Deliverables: Summary of bid process

Task 6: Construction/Implementation

A new well will be drilled within the Hilltop subdivision of Swall Meadows. A pressure system will be installed and tested. It is anticipated that the well will have a bore of approximately 12 inches drilled to a depth of 200 feet. The well casing will be 6-inches constructed of PVC pipe. Development of the well will determine the exact depth of the well components, depending upon the water level and strata makeup Well component installation will be per conventional commercial well construction.

The detail design for the pressure system will be developed during the design phase. Two possible designs could be a metal hydro pneumatic tank or a combination fiberglass reservoir and an attendant electrical pressure pump. Both technologies and components are common to the water supply industry. The District will perform tests to determine the parameters of the system: normal State-specified samples for water properties and coliform monitoring.

Deliverables: Water sampling information

Task 7: Construction Administration/Contingency

The project manager for WCCSD will oversee well drilling and construction of the pressure system. WCCSD will be responsible to see that construction is in accordance with the project drawings and that contractors perform to project schedules.

Sub-Task 7.1 Contingency

A construction contingency is associated with this Project to cover any costs that exceed the estimated construction costs.

Deliverables: Reporting during construction phase.

Coleville High School Water Project

Total Project Description:

Overview:

This project is being funded by an additional grant program and will be completed as described below:

Site grading of 20'x 380' driveway with 80' turnaround and 175' diversion berm; building pad preparation 40'x 60' pad and surrounding drainage; trenching 1020'± for water, power and drains, installation of foundation and slab 40' x 60' building slab 5"thick,18"under tanks, 20'x60' 5" thick apron; construction of the maintenance building 40'x 60' with 14' eaves, metal siding and roof, (2) man doors, (1) 12'x12' roll-up door; installation of underground piping 560'± of 6" PVC AWWA C-900, 280'± of 4" PVC AWWA C-900, 30'± of ¾" gas line, valves (6) 3" gate valves,(1) backflow preventer, (2) double check valves, (2) 2 1/8" fire hydrants and various other valves, and conduits260'±1½",260'±1¼",260'±1"; installation of storage tanks (3) 6400gallon storage tanks; installation of plumbing 30'±4" copper pipe, 25'±3" copper pipe,70'±1½" copper pipe, 50'± ¾" black pipe, various other pipes and fittings, (2) 120 gallon bladder tanks, electrical 200 amp. 120/208 three phase main service, pumps (3) 5hp booster pumps, (1) 3/4hp booster pump, controls (1) duplex constant speed pump controller, (4) booster pump controllers, 3sets of float switches, and treatment system (1) REMCO Ion exchange treatment system. The contract for the construction is 120 days.

Of the above total Project DWR is funding the following Construction Activities:

- 1) General site grading of the construction area.
- 2) Trenching for the water and power lines; and drains.
- 3) Installation of a 180'x20' diversion berm
- 4) Preparation for the 2400 sqft building pad
- 5) Installation of the 200' foundation, 2400 sqft slab and 1200 sqft apron.
- 6) Construction of the well house
- 7) Installation of the interior lighting for the well house.

DWR is funding a portion of the project which is described in the below Tasks. The Task Section includes the DWR funded portion of the project along with the funding match requirements of this grant. The proponent agrees to complete the full Project, but is only receiving DWR grant funds and contributing funding match to the following tasks:

Task 1: Administration

Eastern Sierra Unified School District (ESUSD) shall provide all technical and administrative services as needed for the project completion, review all work performed, and coordinate budgeting and scheduling to assure that the project is completed within budget, on schedule, and in accordance with all approved procedures, applicable laws, and regulations. Administrative activities will include coordination of invoices, and reporting during the grant term, final project completion report drafting and submittal to Grantee and DWR.

Deliverables: Invoices and reporting as required in the Grant Agreement.

Task 2: Environmental Documentation

ESUSD is the lead agency for this water quality project. Because of the size of the project and the design of the treatment system it has been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA. The categorical exemption for the project falls under a class 14 exemption (Minor additions to Schools). The exemption document has been prepared and filed with Mono County and the State Clearing House.

Deliverable: (1) Categorical exemption forms and CEQA check list. (2) Exemption document filed with Mono County and the state Clearing House.

Task 3: Permitting

The project will require the following permits:

1. Approval letter from Division of State Architects (DSA)
2. Deferred Division of State Architects approvals

Deliverables: (1) Approval letter from DSA. (2) Deferred DSA approvals

Task 4: Project Plans & Specifications

ESUSD will submit plans and specification to the Division of State Architects (DSA) for final approval. Following final approval by DSA the Final Plans and Specifications will be submitted to DWR prior to the start of construction.

Deliverables: (1) Completion of project plans and specifications at 100% (2) Approval letter from DSA

Task 5: Award of Contract(s)

The ESUSD will select Contractor(s) in compliance with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations with other entities for acquisition of goods and services. The ESUSD uses Uniform Public Construction Cost Accounting the advertising and notification requires 30 days. Early in the 30 day notice period a pre-bid walk will take place at the Coleville campus. During the 30 day period the architect will also address Requests for Information and clarifications. The 30 day notification period will conclude with the bid opening. Bids will be opened and evaluated and a recommendation sent to the school board for their approval and awarding of the contract.

Following board approval the Notice of Award and contract documents will be sent to the successful bidder. Once contract has been executed and insurance and bonding has been verified contractor will be issued a Notice to Proceed. The final step for this task will be the preconstruction meeting. This meeting will involve all parties involved in the project: (1) owner, (2) architect, (3) contractor, (4) sub-contractors, (5) labor compliance, (6) Inspector of Record. During this meeting a site walk thru will conducted as well as an overview of plans, specifications, and scheduling.

Deliverables: Summary of bid process

Task 6: Construction Implementation

Mobilization will occur and site will be prepared in order for the work to begin. This will include storage, fencing, construction office, temporary utilities.

Construction will include:

- 1) General site grading of the construction area.
- 2) Trenching for the water and power lines; and drains.
- 3) Installation of a 180'x20' diversion berm
- 4) Preparation for the 2400 sqft building pad
- 5) Installation of the 200' foundation, 2400 sqft slab and 1200 sqft apron.
- 6) Construction of the well house
 - a. The well house will be used to house all equipment associated with the treatment and storage of the drinking water at the school site. This equipment will include an Ion exchange Unit (for uranium removal), one 6400 gallon non potable water tank, two 6400 gallon potable water tanks, two 5hp domestic booster pumps, one .75hp treatment booster pump, one 5hp irrigation booster pump, two 120 gallon bladder tanks, back flow prevention for irrigation, all associated plumbing to connect equipment, all electrical equipment and well pump controllers.

- b. The well house will be conventional stick frame construction. Walls will be fourteen foot with OSB on the interior and metal siding on the exterior. The roof will have ½" sheet rock on interior and metal roofing on exterior. The east side of building will have three openings one 6'0"x7'0", one 3'0"x7'0" and one 12'x12' rollup.

7) Installation of the interior lighting for the well house.

Task 7: Construction Administration

ESUSD will be overseeing the construction of this project. ESUSD will work directly with the architect, Inspector of record, and contractor and make daily visits to the site to verify work progress and resolve unforeseen issues. Along with daily visits there will be weekly meetings with architect, IOR and contractor to review schedules, safety problems, potential changes, schedule of values, etc. ESUSD's project manager will be responsible for reviewing change order requests.

Deliverables: (1) Project Construction Photos, (2) Construction as built plans

CSA-2 Sewer Improvements Project

Overview:

The sewer system in Aspendell was installed in the late 1960's and consisted of a gravity sewer collector that discharged to a communal septic tank, force main and leach field. By the early 1970's the system began to exhibit various problems. In the mid 1970's an engineering study found that the leach field was poorly designed and the collector system had problems related to poor construction, hydraulics and inflow and infiltration (I&I).

By replacing approximately three thousand (3000) feet of main Inyo County will eliminate the source of blockages and I&I that has resulted in overflow and spillage. The project will also eliminate the inconsistency in pipe diameters that currently exists. The original piping consisted of a mix of 6" sewer and water pipe that was connected using unknown methods. Prior investigations revealed that many of the joints were leaking. Later, the mains were power grouted using concrete slurry from the inside of the mains. This grouting temporarily addressed the leaking pipes but also reduced the pipe diameter. Currently, a standard 6" cutter head cannot be inserted into the pipe due to the reduced pipe diameter.

Task 1: Administration

Inyo County shall provide all technical and administrative services as needed for the project completion, review all work performed, and coordinate budgeting and scheduling to assure that the project is completed within budget, on schedule, and in accordance with all approved procedures, applicable laws, and regulations. Administrative activities will include coordination of invoices, and reporting, final project completion report drafting and submittal to Grantee and DWR.

Deliverables: Invoices and reporting as required in the Grant Agreement

Task 2: Permitting

The project may require the following permits:

- A. Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification.
- B. California Department of Transportation (CALTRANS) Encroachment Permit.
- C. California Department of Fish and Game Stream Bed Alteration Permit FG2023
- D. Army Corps of Engineers Nationwide Permit Pre-Construction Notification (PCN Form).

Deliverables: Copy of all permits

Task 3: Environmental Documentation

Inyo County will have environmental documents, plans, and specifications prepared by a consultant. It is anticipated that the Forest Service will be the lead agency for NEPA compliance and Inyo County will be lead agency for CEQA compliance. Documents will be provided to DWR throughout the environmental review for comment which is anticipated to take 18 months. Inyo County will file all required environmental documents with the Inyo County Recorder, and State Clearinghouse.

Deliverables: (1) CEQA documentation (2) NEPA documentation

Task 4: Planning/Design/Engineering

Inyo County will utilize a project manager and a California Licensed Engineer to develop the project plans and specifications.

Deliverables: Complete project plans and specifications

Task 5: Award of Contract

Inyo County will select Consultant(s) / Contractor(s) in compliance with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations with other entities for acquisition of goods and services.

Deliverables: Summary of bid process

Task 6: Construction/Implementation

Site will be prepared according to plans and specifications. The work will be accomplished using conventional open trench methods. As previously stated, approximately 3,000 feet of 6" diameter sewer main will be installed along with approximately 9 replacement sewer manholes.

Oversight of day to day operation will be provided by project manager designated by Inyo County.

Following installation, system testing will occur and a Notice of Completion will be filed.

Deliverables: Copy of filed "Notice of Completion" with Inyo County Recorder and State Clearinghouse.

Task 7: Construction Administration

Inyo County will provide oversight during the entire construction and implementation. Inyo County will be responsible to see that construction is in accordance with the project plans and specifications and that implementation conforms to project schedule.

Well Rehabilitation (Phase 1)

Overview:

The Mammoth Community Water District (MCWD) operates two (2) wells which have been shown to have issues with contaminants. By profiling the wells, MCWD will be able to determine if water quality can be improved by sealing off sections that contribute the highest contaminant loading. The testing will also verify the most efficient pumping rates while minimizing contaminant loading and maximizing yield.

Task 1: Administration

The Mammoth Community Water District will provide all technical and administrative services as needed for the project completion, review all work performed, and coordinate budgeting and scheduling to assure that the project is completed within budget, on schedule, and in accordance with all approved procedures, applicable laws, and regulations. Administrative activities will include coordination of invoices, solicitation of

services for execution of work, and reporting during project, final project completion report drafting and submittal to Grantee and DWR

Deliverables: Preparation of invoices and other deliverables as required by the grant agreement.

Task 2: Environmental Documentation

A Notice of Exemption has been prepared and filed with the County of Mono and the California Office of Planning and Research for compliance with the California Environmental Quality Act.

The Categorical Exemption is Section 15301 Class 1 (b) and Section 15306 Class 6.

Deliverable: Approved and adopted CEQA Notice of Exemption.

Task 3: Engineering

District staff will investigate and determine appropriate profiling technology. Plan and prepare for installation of any further equipment or appurtenances necessary to complete well profiling.

Deliverable: Final Plans and Specifications

Task 4: Request for Proposals

District staff will select Contractor in compliance with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations with other entities for acquisition of goods and services. The Request for Proposal (RFP) will be advertised and the proposals evaluated once they have been received. District staff will then submit recommendations to the Board of Directors for approval of a contract with the chosen proponent.

Deliverables: Summary of bid process

Task 5: Construction/Implementation

The Mammoth Community Water District will install and retrofit the two wells with access points for well profiling equipment. This will include installation of additional sounding tubes to allow access for the well profiling equipment.

The Mammoth Community Water District will conduct vertical well profiling as follows: (1) Dynamic Flow and Chemical Profiling under current pumping conditions. This will include using miniaturized tools to conduct flow and chemical profiling without removing the existing pump and motor. Flow and chemical measurements will be made at incremental depths to be determined by Contractor, throughout the well column in order to obtain information on how much water is produced at various depths and the chemical makeup of the water as well. (2) Production of a report detailing the findings of the vertical well profiling and a narrative discussing options available to reduce the contaminate loading. Using the data gathered from the vertical well profiling, the contractor will prepare a detailed report indicating aquifer and flow conditions during normal pumping parameters. The report will include detailed recommendations on the feasibility of reducing the contaminant loading from the wells with minimal reduction of the production of the wells.

Deliverable: Final report detailing findings and recommendations.

Task 6: Construction Administration/Contingency

MCWD will provide oversight during construction. MCWD will ensure all construction is in accordance with project plans and specifications, and that project schedule is adhered to.

Sub-Task 6.1 Contingency

A construction contingency is associated with this Project to cover any costs that exceed the estimated construction costs.

Central Sierra Grant Administration

Overview:

The Central Sierra Resource Conservation & Development Council Inc. ("CSRC&DC") will administer the Implementation Grant for the Inyo Mono Integrated Regional Water Management Plan (IRWMP) funded by the Department of Water Resources, ("DWR") through Proposition 84.

CSRC&DC will coordinate seven (7) implementation projects,

- Safe Drinking Water and Fire Flow Feasibility study for Tecopa
- Coleville High School Water Project
- Water System Upgrade for Round Valley School
- New Hilltop Well
- Pump Operation Redundancy and SCADA Improvements
- CSA-2 Sewer System Upgrade
- Mammoth Community Water Well Rehabilitation (Phase 1)

In addition, funding is provided for the IRWM Program Office which will assist with implementation and coordination of all seven (7) projects.

The goal of CSRC&DC is to efficiently coordinate projects within the Inyo Mono IRWMP, and to act as primary contact and liaison for DWR.

Task 1: Administration

CSRC&DC will provide all technical and administrative services as needed for the project completion, review all work performed, and coordinate budgeting and scheduling to assure that the project is completed within budget, on schedule, and in accordance with all approved procedures, applicable laws, and regulations.

The CSRC&DC will work with project proponents to insure all deadlines and milestones for submittal of information to DWR are met.

The CSRC&DC will work with all project proponents to insure contracts with partners within the Inyo Mono IRWMP are executed in a timely manner. The CSRC&DC shall provide technical and administrative services, including the review and processing of reports and invoices provided by contracted partners of the Inyo Mono IRWMP for DWR review and payment.

Deliverables: Invoices, and Quarterly Reports

Task 2: Coordinate Outreach

CSRC&DC will provide public relations on behalf of project proponents and the Inyo-Mono RWMG. CSRC&D will communicate with and provide updates to local media outlets regarding project progress and outcomes and provide updates regarding project progress and outcomes to governing boards and other interested parties.

CSRC&D will coordinate public and media site visits.

CSRC&D will provide Project profiles for regular updates on each project on the Inyo-Mono IRWM website. This will also include profiles of each Implementation project and project proponent.

Deliverables: (1) Media pieces (2) Site visits (3) Website updates (4) Project profiles

Task 3: Coordinate Phase I Inyo-Mono IRWM Plan

CSRC&D will ensure that objectives and strategies as defined in the Phase I Plan (Chapter 11) are being addressed through the implementation of the Round 1 projects.

CSRC&D will communicate with project proponents, including site visits, to ensure compliance with IRWM Plan objectives and resource management strategies. New or modified RMSs may potentially be identified through this task to incorporate into future phases of the Inyo-Mono IRWM Plan.

CSRC&D will analyze the overall effectiveness of the Phase I Inyo-Mono IRWM Plan.

Deliverables: Report to DWR

Task 4: Project Signage

CSRC&DC will coordinate the design and purchase of seven (7) project signs as required by DWR. Proposition 84 will be recognized as the funding source. All project sponsors, the IRWVG and CSRC&DC will be recognized as participants.

CSRC&DC will coordinate the installation of signs with each project sponsor. The installation of each sign shall be the responsibility of each project sponsor.

Deliverables: 1. Sign design 2. Sign purchase 3. Coordinate sign installation

Task 5: Draft & Final Report

CSRC&DC will draft final report for submittal to DWR. The draft final report will be provided to the proponents for a thirty (30) day review and comment period.

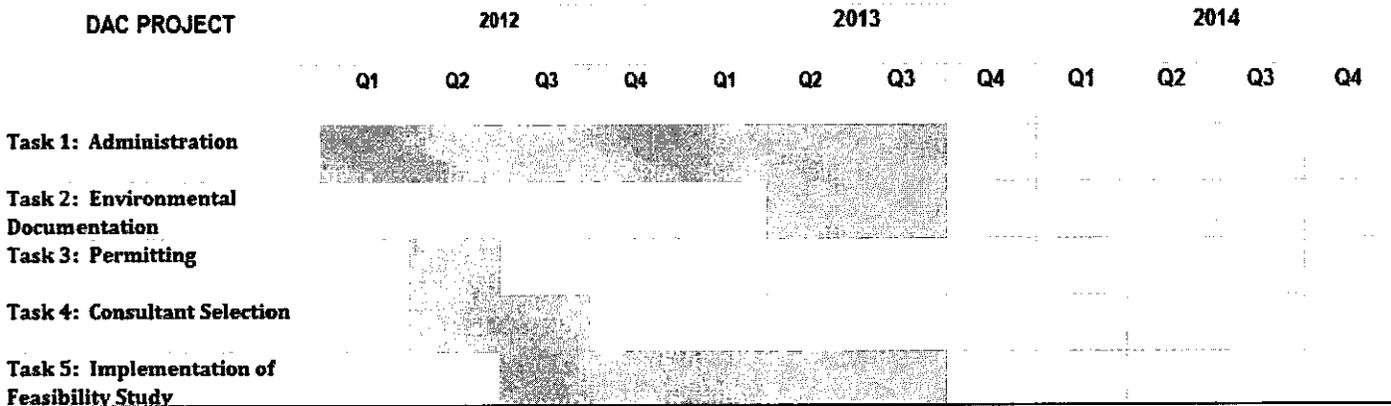
Following the review and comment period, project proponents comments will to the extent possible be incorporated into the draft final report and released for a fifteen (15) day review and comment period.

Following the final review and comment period "Final Report" will be submitted to DWR.

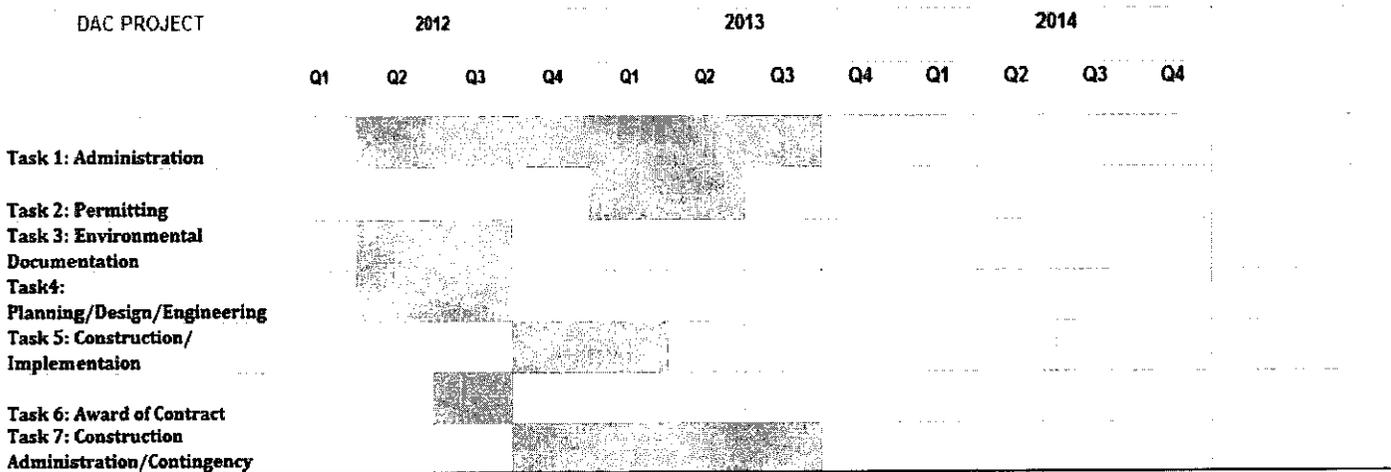
Deliverables: 1. Draft Final Report. 2. Final Report

**EXHIBIT B
 SCHEDULE**

Safe Drinking Water and Fire Water Supply Feasibility Study for Tecopa, California



Pump Operation Redundancy and SCADA Improvement Project



**EXHIBIT C
BUDGET**

Summary Budget

Title	Non-State Share (Funding Match)	Requested Grant Funds	Other State Funding Being Used	Total	Percent Funding Match
Safe Drinking Water and Fire Water Supply Feasibility Study for Tecopa, California	\$1,000.00	\$65,172.00	\$0.00	\$66,172.00	1.51%
Pump Operation Redundancy and SCADA Improvement Project	\$20,391.00	\$62,708.00	\$0.00	\$83,099.00	24.54%
Round Valley Joint Elementary School District Water Project	\$30,300.00	\$80,400.00	\$0.00	\$110,700.00	27.37%
New Hilltop Well	\$62,100.00	\$55,300.00	\$0.00	\$117,400.00	52.90%
Coleville High School Water Project	\$88,667.00	\$266,000.00	\$0.00	\$354,667.00	25.00%
CSA-2 Sewer System Improvements Project	\$110,626.00	\$310,895.00	\$0.00	\$421,521.00	26.24%
Well Rehabilitation (Phase 1)	\$37,000.00	\$98,000.00	\$0.00	\$135,000.00	27.41%
Central Sierra Grant Administration		\$136,525.00	\$0.00	\$136,525.00	0.00%
Totals	\$350,084.00	\$1,075,000.00	\$0.00	\$1,425,084.00	24.57%
Total with DAC Waiver (includes: Tecopa Feasibility Study and Inyo County's SCADA Improvements Project)	\$328,693.00	\$1,075,000.00	\$0.00	\$1,425,084.00	23.06%

DWR approves invoice payments at the overarching Task-level. Subtasks are provided in the Work Plan and for additional detail, and guidance for the project manager to be aware of when administering the Grant Agreement.

DWR will reimburse the grantee for costs incurred after the Grant Agreement is executed, using the concurrent drawdown by task method, plus retention. That is, if there is grantee cost match and DWR grant share associated with a task; then grant funds and local match dollars will be expended simultaneously in accordance with the percentage (proportion) of funds coming from local costs and grant funds shown in the Budget.

Example: A Grantee submits Invoice 1 that includes costs for Task 2 of a grant agreement; and Task 2 is split as local cost share of 25% and grant share as 75% for a total of \$100. If the grantee submits an invoice for \$4, then \$1 would be drawn down from the local cost match, and \$3 would be reimbursed from the grant share (minus 5% retention 0.15 cents). The total Invoice 1 reimbursement for the grantee would be \$2.85.

If the grantee submits invoices for allowable match costs for the period between September 30, 2008 and prior to initiation of the grant agreement, those costs at DWRs discretion, will be directly

deducted from the grantees cost share [refer to Section V(L) on page 28 of the DWR IRWM Guidelines].

The retention withheld by DWR on each invoice, by task, will be released to the grantee upon: 1) DWRs receipt of a request for release of retention, and 2) confirmation by DWR that all deliverables shown in Exhibit A have been received.

Safe Drinking Water and Fire Water Supply Feasibility Study for Tecopa, California

DAC PROJECT	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being	Total	% Funding Match
Task 1: Administration	\$ 1,000.00	\$ 2,000.00	\$ -	\$ 3,000.00	33%
Task 2: Environmental Documentation	\$ -	\$ -	\$ -	\$ -	0%
Task 3: Permitting	\$ -	\$ -	\$ -	\$ -	0%
Task 4: Consultant Selection	\$ -	\$ -	\$ -	\$ -	0%
Task 5: Implementation of Feasibility Study	\$ -	\$ 63,172.00	\$ -	\$ 63,172.00	0%
Grand Total	\$ 1,000.00	\$ 65,172.00	\$ -	\$ 66,172.00	1%

Pump Operation Redundancy and SCADA Improvement Project

DAC PROJECT	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being	Total	% Funding Match
Task 1: Administration	\$ 400.00	\$ 3,796.00	\$ -	\$ 4,196.00	10%
Task 2: Permitting	\$ -	\$ -	\$ -	\$ -	0%
Task 3: Environmental Documentation	\$ 400.00	\$ -	\$ -	\$ 400.00	100%
Task 4: Planning/Design/Engineering	\$ 7,591.00	\$ -	\$ -	\$ 7,592.00	100%
Task 5: Construction/Implimintation	\$ -	\$ 48,500.00	\$ -	\$ 48,500.00	0%
Task 6: Award of Contract	\$ -	\$ 599.00	\$ -	\$ 599.00	0%
Task 5: Construction Administration	\$ 12,000.00	\$ 9,812.00	\$ -	\$ 21,812.00	55%
Grand Total	\$ 20,391.00	\$ 62,708.00	\$ -	\$ 83,100.00	25%

Round Valley Joint Elementary School District Water Project

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being	Total	% Funding Match
Task 1: Administration	\$ 6,500.00	\$ 2,800.00	\$ -	\$ 9,300.00	70%
Task 2: Environmental Documentation	\$ 1,300.00	\$ 1,000.00	\$ -	\$ 2,300.00	52%
Task 3: Permitting	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 2,000.00	50%
Task 4: Project Plans & Specifications	\$ 5,000.00	\$ 4,000.00	\$ -	\$ 9,000.00	55%
Task 5: Award of Contracts	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100%
Task 6: Construction	\$ 3,500.00	\$ 65,800.00	\$ -	\$ 69,300.00	5%
Task 7: Construction Administration/Contingency	\$ 12,000.00	\$ 5,800.00	\$ -	\$ 17,800.00	67%
Grand Total	\$ 30,300.00	\$ 80,400.00	\$ -	\$ 110,700.00	27%

New Hilltop Well

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being	Total	% Funding Match
Task 1: Administration	\$ 3,500.00	\$ -	\$ -	\$ 4,000.00	100%
Task 2: Environmental Documentation	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	100%
Task 3: Permitting	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00	100%
Task 4: Planning/Design/Engineering	\$ 4,000.00	\$ 11,000.00	\$ -	\$ 15,000.00	26%
Task 5: Award of Contract	\$ 500.00	\$ -	\$ -	\$ 500.00	100%
Task 6: Construction/Implementation	\$ 29,000.00	\$ 42,000.00	\$ -	\$ 71,000.00	41%
Task 7: Construction Administration/Contingency	\$ 12,000.00	\$ 2,300.00	\$ -	\$ 15,300.00	79%
Grand Total	\$ 62,100.00	\$ 55,300.00	\$ -	\$ 117,400.00	53%

Coleville High School Water Project DAC PROJECT

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being	Total	% Funding Match
Task 1: Administration		\$ -	\$ -		0%
Task 2: Environmental Documentation		\$ -	\$ -		0%
Task 3: Permitting		\$ -	\$ -		0%
Task 4: Plans, Reports & Construction Documents	\$ 66,500.00	\$ -	\$ -	\$ 66,500.00	100%
Task 5: Award of Contracts		\$ -	\$ -		0%
Task 6: Construction		\$266,000.00	\$ -	\$266,000.00	0%
Task 7: Construction Administration	\$ -	\$ -	\$ -	\$ -	0%
	\$ 66,500.00	\$266,000.00	\$ -	\$332,500.00	25%

CSA-2 Sewer System Improvements Project

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being	Total	% Funding Match
Task 1: Administration	\$ 2,997.00	\$ 8,763.00	\$ -	\$ 11,760.00	25%
Task 2: Permitting	\$ 3,126.00	\$ 9,135.00	\$ -	\$ 12,261.00	25%
Task 3: Environmental Documentation	\$ 27,500.00	\$ 82,500.00	\$ -	\$110,000.00	25%
Task 4: Planning/Design/Engineering	\$ 16,150.00	\$ 48,402.00	\$ -	\$ 64,552.00	25%
Task 5: Award of Contract	\$ 2,411.00	\$ -	\$ -	\$ 2,411.00	100%
Task 6: Construction Implementation	\$ 52,281.00	\$156,497.00	\$ -	\$208,778.00	25%
Task 7: Construction Administration	\$ 2,980.00	\$ 8,779.00	\$ -	\$ 11,759.00	25%
Grand Total	\$ 107,445.00	\$314,076.00	\$ -	\$421,521.00	25%

Well Rehabilitation (Phase 1)

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being	Total	% Funding Match
Task 1: Administration	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	100%
Task 2: Environmental Documentation	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100%
Task 3: Engineering	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	100%
Task 4: Request for Proposals	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	100%
Task 5: Construction/ Implementation		\$ 98,000.00	\$ -	\$ 98,000.00	0%
Task 6: Construction Administration/Contingency	\$ 24,000.00	\$ -	\$ -	\$ 24,000.00	100%
Grand Total	\$ 37,000.00	\$ 98,000.00	\$ -	\$135,000.00	28%

Central Sierra Grant Administration

	Non-State Share' (Funding Match)	Requested Grant Funding	Other State Funds Being	Total	% Funding Match
Task 1: Administration	\$ -	\$100,258.00	\$ -	\$ 100,258.00	0%
Task 2: Coordinate Outreach	\$ -	\$ 6,175.00	\$ -	\$ 6,175.00	0%
Task 3: Coordinate Phase I Inyo-Mono IRWM Plan	\$ -	\$ 6,400.00	\$ -	\$ 6,400.00	0%
Task 4: Project Signage	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00	0%
Task 5: Draft & Final Report	\$ -	\$ 17,700.00	\$ -	\$ 17,700.00	0%
Grand Total	\$ -	\$136,533.00	\$ -	\$ 136,533.00	0%

EXHIBIT D
STANDARD CONDITIONS

D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

- a) **SEPARATE ACCOUNTING OF GRANT DISBURSEMENT AND INTEREST RECORDS:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **REMITTANCE OF UNEXPENDED FUNDS:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

D.2 ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement. During construction of the Project, Grantee shall install a sign at a prominent location which shall include a statement that the Project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3 AMENDMENT: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties. For guidance on the Amendment Requirements see Exhibit H.

D.4 AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5 AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may take any action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit of State for a period of three years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion. See Exhibit H for a listing of documents/records that State Auditors would need to review in the event of a grant being audited.

D.6 BUDGET CONTINGENCY: LIMIT ON STATE FUNDS. Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 is subject to the availability of funds including any

mandates from the Department of Finance, the Pooled Money Investment Board or any other state authority. The State will not make payments of any kind, including advances or reimbursements, until funding is made available by the State Treasurer.

- D.7 CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.8 COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.9 COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10 CONFLICT OF INTEREST**
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.12 DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.13 DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or

extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

D.14 DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. Grantee's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 1. Will receive a copy of Grantee's drug-free policy statement, and
 2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.15 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of a construction project and as determined by State, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement and to the State's satisfaction.

D.16 GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.17 GRANTEE COMMITMENTS: Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

D.18 INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon, accruing to or received by the Grantee under this Grant Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Grant Agreement.

D.19 INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.20 INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of a 24-hour notice, during the term of the Grant Agreement. This right shall extend to any local project sponsor, subagreements, and Grantee shall include provisions ensuring such access in all its contracts or sub-contractors entered into pursuant to its Grant Agreement with State. Grantee acknowledges that Project documents may be subject to the Public Records Act (California Government Code Section 6250 et. seq.). State shall have the right to inspect these documents at any and

all reasonable times after completion of the Project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.21 NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Grant Agreement.

D.22 NO THIRD PARTY RIGHTS: The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

D.23 OPINIONS AND DETERMINATIONS: The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.

D.24 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (PRC Section 21000 *et seq.*) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

Without limiting the foregoing, Funding Recipient shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this Funding Agreement. Pursuant to the provisions of Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, Cal. Pub. Res. Code § 75076 *et seq.*, the Funding Recipient must have a labor compliance program that meets the requirements of California Labor Code Section 1771.5.

D.25 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: Grantee and Local Project Sponsors shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the IRWM Program without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require

that the proceeds from the disposition of any real or personal property acquired with funds disbursed under this Grant Agreement be remitted to State.

D.26 REMEDIES, COSTS, AND ATTORNEY FEES: The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.

D.27 RETENTION: Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2016 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 17, "Submissions of Reports" as follows. At such time as the "Project Completion Report" required under Paragraph 17 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.

D.28 RIGHTS IN DATA: To the extent permitted by law, the Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

D.29 SEVERABILITY OF UNENFORCEABLE PROVISION: If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.

D.30 STATE REVIEWS AND INDEMNIFICATION: The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State is for administrative purposes only and does not relieve the Grantee or Local Project Sponsors of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee and Local Project Sponsors agree to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:

- a) The Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof;
- b) Performing any of the terms contained in this Grant Agreement or any related document;
- c) Any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and CWC Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the natural water system; or
- d) Any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions

contemplated by this Grant Agreement. Grantee agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of the Grant Agreement.

- D.31 SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.32 TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.33 TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.34 WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
REPORT FORMAT AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

QUARTERLY PROGRESS REPORT

Grantee shall submit Quarterly Progress Reports on a consistent basis to meet the State's requirement for disbursement of funds. The quarterly progress report should describe the work performed during the reporting period. For each project, describe the work performed including:

CONTINUING ELIGIBILITY

A brief summary of the status of adoption of an IRWM Plan that complies with Part 2.2 of Division 6 of the CWC commencing with Section 10530.

- Discuss the reasonable and feasible efforts to engage DAC into your IRWM efforts in regards to planning and projects that support their critical water supply or water quality needs.
- An update on efforts to adopt a Groundwater Management Plan.
- Upon adoption of IRWM Plan, submit an electronic copy with progress report.

PROJECT INFORMATION (INCLUDE ANY OF THE BELOW THAT WERE APPLICABLE DURING THE REPORTING PERIOD)

- Legal matters.
- Engineering matters.
- Environmental matters.
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies.
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc).
- Discussion of data submittal effort(s) for the previous quarter, including a description of the data submitted and date(s) of submittal.
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter.
- Description of any differences between the work performed and the work outlined in the project work plans.
- Description of any efforts to update IRWM Plan to obligations listed in Paragraph 12, "Continuing Eligibility, if applicable."

COST INFORMATION

- Provide a List showing all costs incurred during the quarter by the grantee, the Local Project Sponsor overseeing the work, and each contractor working on the project. The list should include for all non-construction, or implementation costs, (i.e., design, and admin charges) the hours per task worked on during the quarter for above personnel.
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan.
- A revised budget, including an explanation of why the revisions were necessary, by task, if changed from latest budget shown in Appendix C, Budget. Note, a revised budget may require an official amendment to the Agreement before it is accepted as final.

SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress as shown in Exhibit B.
- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit B.
- A revised schedule, by task, if changed from latest schedule in Exhibit B. Note, a revised schedule may require an official amendment to the Agreement before it is accepted as final.

ANTICIPATED ACTIVITIES NEXT QUARTER

- Provide a description of anticipated activities for the next quarterly reporting period.

PROJECT COMPLETION REPORT

A Project Completion Report is required for each project identified in the Work Plan, Exhibit A. This report will include the following Sections:

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of ten (10) pages summarizing project information (see report status section below for topics). The Executive Summary should include the following:

- Brief description of work proposed to be done in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application.
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement. List any official amendments to the Agreement, with a short description of the amendment.
- Describe the mechanism or process that allows for continued performance monitoring of the projects in meeting the objectives of the IRWM Plan.

REPORTS AND/OR PRODUCTS

- Provide a copy of any final technical report or study, produced for this project as described in the Work Plan, if applicable.
- Provide a map and shapefile(s) showing the location of the completed project. A description of the geographic projection and datum used for the shapefile must be submitted with the shapefile (a NAD '83 datum and either a UTM 10 or UTM 11 projection, dependent on the project's location in the state, should be utilized).
- If any wells were constructed as part of the project, provide the following information: well logs; borehole geophysical logs; state well number; site information to include horizontal (NAD '83) and vertical (NAVD '88) datum to be determined within 0.5 feet.
- Provide an electronic copy of any as-built plans (media: CD-ROM; PDF format).
- Provide copies of any data collected along with location maps.
- If applicable, describe the findings of any study and whether the study determined the engineering, hydrologic, hydrogeologic, environmental, economic and financial feasibility of the project.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement.

COST & DISPOSITION OF FUNDS INFORMATION

- A list of invoices showing:
 - The date each invoice was submitted to State.
 - The amount of the invoice.
 - The date the check was received.
 - The amount of the check (If a check has not been received for the final invoice, then state this in this section).

- A spreadsheet summary of the original budget costs by task versus the final project costs
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants (Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc).
 - Construction cost information, shown by material, equipment, labor costs, and change orders.
 - Any other incurred cost detail.
 - A statement verifying separate accounting of grant disbursements.
- Summary of project cost including:
 - Accounting of the cost of project expenditure.
 - Include all internal and external costs not previously disclosed.
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress verse planned progress.
- Certification from a California Registered Civil Engineer that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

REPORTS AND/OR PRODUCTS

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.
- Identify any changes to the IRWM Plan as result of project implementation.
- Short description of the two year IRWM Plan update and the date when the updated Plan was submitted to DWR.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- A discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement

COST & DISPOSITION OF FUNDS INFORMATION

- A summary of final funds disbursement for each project.

ADDITIONAL INFORMATION

- A final schedule showing individual project's actual progress duration verse planned progress.
- Certification from a California Registered Civil Engineer that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.
- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

Post Performance Report is required annually for every project for a period of 10 years beginning after the first year of operation, and includes the following:

REPORTS AND/OR PRODUCTS

- Time period of the annual report, i.e., Oct 2014 through September 2015.
- Short project description.
- Brief discussion of the project benefits to water quality, water supply, and the environment.
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 22 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

ELECTRONIC REPORT FORMATTING

Grantee agrees that work funded under this Grant Agreement will be provided in an electronic format to State. Electronic submittal of final reports, plans, studies, data, and other work performed under this grant shall be as follows:

- Text preferably in MS WORD or text PDF format.
- Files generally less than 10 MB in size.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR-required naming convention; and Appendix number/letter and named in the TOC.
- For projects involving a modeling component, grantee shall provide the major input data files, parameters, calibration statistics, output files, and other information requested by State's Project Manager.

**EXHIBIT F
LOCAL PROJECT SPONSORS**

LOCAL PROJECT SPONSORS

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
Safe Drinking Water and Fire Water Supply Feasibility Study	The Amargosa Conservancy	The Amargosa Conservancy PO Box 63 Shoshone, CA 92384
Pump Operation Redundancy and SCADA Improvements Project	Inyo County	Inyo County PO Box Q Independence, CA 93526
Round Valley Joint Elementary School District Reliable Water Project	The Round Valley School District	The Round Valley School District 300 North Round Valley Road, Bishop Ca 93514
New Hilltop Well	Wheeler Crest Community Service District	Wheeler Crest CSD 129 Willow RD. Bishop, CA. 93514
Coleville High School Water Project	Eastern Sierra Unified School District	ESUSD PO box 575 Bridgeport, CA 93517
CSA-2 Sewer Improvements Project	Inyo County	Inyo County PO Box Q Independence, CA 93526
Well Rehabilitation (Phase 1)	The Mammoth	Mammoth Community Water District

	Community Water District	1315 Meridian Boulevard Mammoth Lakes, CA 93546
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EXHIBIT G
REQUIREMENTS FOR DATA SUBMITTAL

SURFACE AND GROUNDWATER QUALITY DATA:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit E.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website:
<http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at:
http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

GROUNDWATER LEVEL DATA

For each project that collects groundwater level data, Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit E. Information regarding the WDL and in what format to submit data in can be found at:
<http://wdl.water.ca.gov/>.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online Grantee will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at:
<http://www.water.ca.gov/groundwater/casgem/>

Exhibit H
State Audit Document Requirements and Guidelines for Grantees
Under DWR Financial Assistance Programs

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both Grant funding and Grantee's Funding Match and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

List of Documents for Audit

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded projects).
2. Written internal procedures and flowcharts for the following:
 - a. Receipts, deposits and disbursements
 - b. State reimbursement requests
 - c. Grant expenditure tracking
 - d. Guidelines, policy, and procedures on grant funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on grant funded Program/Project.

Agreements and Contracts:

1. Original signed Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants received from the State.
3. A listing of all other funding sources for each project.
4. All subcontractor and consultant contracts and related or partners documents, if applicable.
5. Contracts between the Agency and member agencies as related to this grant agreement.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under this Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related budget line items under this Grant Agreement.
3. Reimbursement requests submitted to the State for this Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under this Grant Agreement.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for grant reimbursement.

Administration Costs: Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on this grant funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to this Grant Agreement.

Project Files:

1. All supporting documentation maintained in the project files.
2. All correspondence related to this Grant Agreement.

General Grant Agreement Guidelines

Amendment Requirements:

Amendments (to the work plan, budget, and/or schedule portions of the agreement) are triggered when the proposed changes are deemed by DWR to be substantial. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. For example, a formal budget change to an Agreement is required when the proposed budget change for a Task is greater than 10% of the budget for that particular Task or the Task to be exchanged with.

Funding Match Contribution

Funding Match (often referred to as Grantee Cost Share) is the amount defined in Paragraph 4 of this Agreement. Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of the scope of work (examples: volunteer services, equipment use, and facilities). The cost of which in-kind service is valued can counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions apply (see paragraph 9). Provided below is guidance for claiming funding match with and without in-kind services.

1. Adequate documentation supporting value of in-kind service (or volunteer service) as funding match claimed shall be maintained. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Provide formal (on official letterhead) and substantial documentation of in-kind service by including the following:
 - o Describe contributed item(s) or service(s)
 - o Purpose for which contribution was made (tie to scope of work)
 - o Name of contributing organization and date of contribution
 - o Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (see item #4, below)
 - o Person's name and function of the contributing person
 - o Hours of contribution
 - o If multiple sources exist, summarize these on a table with summed charges
 - o Was contribution provided by, obtained with, or supported by government funds? If so, indicate source.
2. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in this Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of this Grant Agreement. Evaluate eligibility with DWR Project Manager in advance of submittal.
3. Do not track cash contributions made to a project as an expenditure as you would for an in-kind service. When providing funding match, track cash contributions to the Project (i.e. revenues) and expenditures (typically in-kind contribution) separately in an accounting system.
4. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

EXHIBIT I
GRANTEE RESOLUTION



CENTRAL SIERRA RESOURCE CONSERVATION & DEVELOPMENT
235 NEW YORK RANCH ROAD, SUITE D • JACKSON, CALIFORNIA 95642
PHONE: (209) 257-1851 • FAX: (209) 257-0910

Member Organizations

- City of Angels
- City of Plymouth
- City of Jackson
- City of Sutter Creek
- City of Jones
- City of Amador City
- Tuolumne County
- Alpine County
- Mono County
- Tuolumne Me-Wuk Tribal Council
- Romagnoli Adobe Foundation
- Sierra Land Use Group
- Foothill Conservancy
- Bridgeport Chamber of Commerce
- Bridgeport Development Corp
- Amador FireSafe Council
- Blue Mountain Community Renewal
- Upper Mokelumne River Watershed Council
- South West Interface Team
- Amador Resources Conservation District
- Alpine Co/Upper Carson Watershed Invasive Weed Group
- Central Sierra Partners Against Weeds
- Phoenix Basin Watershed
- Alpine Watershed Group
- Amador Land Trust
- Kennedy Mine Foundation
- Phoenix Lake Country Club Estates (POA)
- Volcano Community Services District
- Amador County Board of Supervisors
- Calaveras County Board of Supervisors
- Stewardship Through Education LLC
- Volcano Community Association
- Mother Lode Creative Life Options Center
- Mokelumne Coast to Coast Trail Council
- River Pines Revitalization Association

CSRC&D Resolution 2010-05

December 30, 2010

Resolved by the Board of Directors of the Central Sierra Resource Conservation and Development Council, Inc., that application be made to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 et seq.), and to enter into an agreement to receive a grant for the Inyo-Mono IRWMP Round 1 Project Implementation Application. The Chair of the Central Sierra Resource Conservation and Development Council, Inc. is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources. Passed and adopted at a meeting on November 19, 2010.

Central Sierra Resource Conservation and Development Council, Inc.

Authorized Original Signature: Valerie Klinefelter

Printed Name: Valerie Klinefelter

Title: Chairperson, Central Sierra RC&D

AGREEMENT BETWEEN CENTRAL SIERRA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL, INC.
AND

Insert name of Project Sponsor

This Agreement (hereinafter "Agreement") entered into on between the Central Sierra Resource Conservation and Development Council, Inc., a California public benefit corporation (hereinafter referred to as "CSRC&DC") and *<insert Project sponsor Name>*, a *<select appropriate descriptor and delete others – public agency, non-profit organization >* in the County(ies) of *<Enter County(ies) Name(s) – make appropriate editorial change for singular or plural>*, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Project Sponsor", (hereinafter collectively referred to as "Parties") which Parties do hereby agree as follows:

Section 1. Recitals

- A. The Department of Water Resources (hereinafter the "DWR") has provided grant funds from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to CSRC&DC to assist in financing projects pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code.
- B. DWR has provided grant funds under Grant Agreement No. _____ (hereinafter "Grant Agreement") to CSRC&DC in the amount of \$_____. A copy of Grant Agreement is attached hereto as Exhibit 1 and is incorporated by reference herein, as is fully set forth.
- C. A portion of the overall grant amount, \$ _____, will be used to manage and implement a portion of the *<insert name of the Project Sponsor's project(s)>* (hereinafter "Project(s)"), as more fully described in the Work Plan, which is attached hereto as Exhibit A and incorporated by reference herein as fully set forth.
- D. The Schedule for the Project is attached hereto as Exhibit B, the Budget for the Project is attached hereto as Exhibit C, the Standard Conditions applicable to the Project are attached hereto as Exhibit D, the Requirements and Formats for Reports pertaining to the Project are attached hereto as Exhibit E, the Requirements for Data Submittals pertaining to the Project are attached hereto as Exhibit F and the Guidelines for Grantees are attached hereto as Exhibit G. Each Exhibit is incorporated by reference as is fully set forth.
- E. The Grant Agreement requires that CSRC&DC administer the funds and partner with the Project Sponsor to administer and implement a portion of the Project(s).

- F. The Project Sponsor has the necessary capabilities and resources to implement the Project(s) as required by the terms of the Grant Agreement.
- G. The Inyo-Mono Regional Water Management Group ("IMRWMG") has adopted a Phase I Plan for Inyo-Mono area.
- H. Under a separate agreement between CSRC&DC and California Trout, California Trout will provide funding for the staff of the Program Office of the IMRWMG who will assist with implementation and coordination of the Project(s).
- I. CSRC&DC and the Project Sponsor wish to document the terms and conditions of the duties associated with these grant funds.
- J. In reliance upon the recitals set forth above, and in consideration of the mutual promises herein exchanged, CSRC&DC and the Project Sponsor agree as set forth below.

Section 2. CSRC&DC Obligations

CSRC&DC Agrees:

- A. To administer the Grant Agreement consistent with the terms of the Grant Agreement.
- B. To coordinate the following seven (7) implementation projects funded under the Grant Agreement:
 - Safe Drinking Water and Fire Flow Feasibility study for Tecopa
 - Coleville High School Water Project
 - Water System Upgrade for Round Valley School
 - New Hilltop Well
 - Pump Operation Redundancy and SCADA Improvements
 - CSA-2 Sewer System Upgrade
 - Mammoth Community Water Well Rehabilitation (Phase 1)
- C. To efficiently coordinate the seven (7) projects and to act as primary contact and liaison for DWR.
- D. To process the Project Sponsor's reimbursement requests in accordance with the grant requirements and the amounts set forth in the Work Plan outlined in Exhibit A, Schedule outlined in Exhibit B and Budget outlined in Exhibit C.
- E. To oversee the progress of the Program in accordance with the grant requirements.

- F. To comply with all applicable federal, state, and local laws in administering the grant funds, specifically including those set forth in the Grant Agreement.
- G. To minimize the time elapsing between the transfer of funds and the disbursement of funds to the Project Sponsor.
- H. To furnish Valerie Kleinfelter as the primary point of contact and project manager, or a successor, to carry out the duties for the CSRC&DC as described herein.
- I. To coordinate its project activities with the Project Sponsor and to provide the Project Sponsor with copies of all documentation concerning the Project and other documentation pertaining to the Project that is required~~produced~~ to satisfy the grant requirements.
- J. To provide administrative services as needed for the Project completion, review all work performed, and coordinate invoicing procedures and scheduling ~~to assure that the Project is completed within budget, on schedule, and in accordance with all approved procedures, applicable laws, and regulations.~~
- K. To work with the Project Sponsor to ensure all deadlines and milestones for submittal of information to DWR are met.
- L. To provide ~~technical and~~ administrative services, including the review and processing of reports and invoices provided by the Project Sponsor for DWR review and payment.
- M. To provide to DWR the following: (1) quarterly progress reports, (2) quarterly invoices, (3) a project completion report, (3) a grant completion report, and (4) a post-performance report (including quarterly reports, quarterly invoices and grant completion reports submitted by the Project Sponsor). All templates for invoicing and quarterly reporting received from DWR will be transmitted to the Project Sponsor. In addition, CSRC&DC shall report annually to the IMRWGMG and monthly to the Group's Administrative Committee.
- ~~N. To promptly submit to DWR quarterly reports and quarterly Project invoices submitted by the Project Sponsor.~~
- N. To promptly submit quarterly payments to the Project Sponsor once such payments are received from DWR by CSRC&DC. Any and all money disbursed to Project Sponsor under this Grant Agreement and any and all interest earned by Project Sponsor on such money shall be used solely to pay for the eligible costs of the Project.
- O. To draft a final report on the Project for submittal to DWR. The final report on the Project will be submitted along with the final reports on the other xix (6) projects. A draft of the final report will be provided to the Project Sponsor for a thirty (30) day

review and comment period. Following the review and comment period, comments received will to the extent possible be incorporated into the draft final report and released for a fifteen (15) day review and comment period. Following the final review and comment period "Final Report" will be submitted to DWR.

- P. To coordinate the design and purchase of a Project sign as required by DWR. CSRC&DC will coordinate the installation of signs with each the Project Sponsor and the program office. The installation of each sign shall be the responsibility of the Project Sponsor.

Section 3. Project Sponsor Obligations

The Project Sponsor Agrees:

- A. To cooperate with CSRC&DC as reasonably required to carry out the purposes of this Agreement and the Grant Agreement.
- B. To complete all applicable Federal and State Environmental Documentation (if required) and obtain and continue in effect for the duration of this Agreement all required governmental licenses and permits required for completion of the Projectgram.
- C. To implement necessary work items for the project as outlined in the Work Plan attached as Exhibit A.
- D. To provide quarterly report and invoices and a grant completion report to CSRC&DC for the above referenced services in accordance with the Grant Agreement.
- E. To comply with the applicable provisions of State Grant Agreement No. _____, and the Exhibits thereto, when administrating the Projectgram.
- F. To furnish a Contract Administrator and a point of contact, *insert name*, or a successor, who will be responsible for assuring that the duties applicable to the Project Sponsor outlined in Exhibits A to G are carried out.

Section 4. Mutual Obligations

It is Mutually Agreed:

- A. CSRC&DC and the Project Sponsor intend to fulfill their obligations stated in this Agreement, but CSRC&DC and the Project Sponsor shall be required to fulfill this Agreement only if or to the extent that the grant funds are actually provided to CSRC&DC by the State of California under the Grant Agreement. In the event such grant funds are not provided, or cease to be provided, this Agreement shall automatically terminate.

- B. Project Sponsor may invoice the CSRC&DC for costs associated with performing the Work Plan incurred from the date of execution of the Agreement. In no case shall the Project Sponsor's compensation for services rendered under this Agreement exceed a total of \$_____.
- C. CSRC&DC may invoice DWR for costs associated in performing tasks under the Grant Agreement and this Agreement. In no case shall CSRC&DC's compensation for services rendered for such services exceed a total of \$_____.
- D. CSRC&DC and the Project Sponsor shall mutually hold harmless, indemnify and defend each other and their officers, agents and employees from every expense, liability, or payment by reason of injury (including death) to person or property suffered through any act or omission, including passive negligence or act of negligence, or both directly or indirectly arising from this Agreement. This provision shall not be deemed to require either party to indemnify the other against liability or damage arising from the sole negligence or willful misconduct of the other, its agents, officers or employees.
- E. This Agreement contains all of the agreements and warranties of the Parties with respect to any matter covered or mentioned in this Agreement. No prior agreements, arrangements or understandings pertaining to such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by each party or each party's successor in interest.
- F. Any provision of this Agreement which proves to be invalid, or illegal, shall in no way affect, impair or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect.
- G. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the effective date of this Agreement.
- H. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- I. The Parties will retain or caused to be retained for access by State for audit, examinations, excerpts, and transcripts all financial and programmatic records, supporting documents, statistical records, or other records which are required to be maintained under the terms of the for a period of twenty-three (23) years from the date of submittal of the final invoice.

- J. The term of this Agreement shall be from the date signed by the Parties and terminates when the all of the Parties obligations under this Agreement and under the Grant Agreement are fully satisfied.

Section 5. Acknowledgements

The Parties acknowledge that through a separate agreement:

- A. A portion of the overall funds under the Grant Agreement will be provided for the IMRWGM Program Office, through a contract with California Trout, which will assist with implementation and coordination of all seven (7) projects.
- B. The Program Office will serve as a liaison between the Project Sponsors and the IMRWGM. The liaison services will include coordinating quarterly project presentations to IMRWGM at regular IMRWGM meetings; convening Administrative Committee meetings to ensure communication among the IMRWGM Administrative Committee, fiscal agent, and Project Sponsors; and providing consultation with the Project Sponsors. Consultation with Project Sponsors may consist of answering general questions and communicating with project proponents on a regular basis to ensure smooth integration of projects into the IMRWGM process.
- C. The Program Office will provide public relations on behalf of the Project Sponsors and the IMRWGM. The Program Office will communicate with and provide updates to local media outlets regarding the progress of the seven (7) projects and outcomes and provide updates regarding project progress and outcomes to governing boards and other interested parties. The Program Office will also coordinate public and media site visits.
- D. The Program Office will provide regular updates on each project on the IMRWGM website. This will include profiles of each project and Project Sponsor.
- E. The Program Office will evaluate the progress of the seven (7) projects and outcomes to ensure that objectives and strategies as defined in the Phase I Plan (Chapter 11) are being addressed through the implementation of the projects. The Program Office will collate and synthesize project progress reports provided to CSRC&DC for the purpose of reporting to the IMRWGM.
- F. The Program Office will communicate with Project Sponsors, including site visits, to ensure compliance with IMRWGM Plan objectives and resource management strategies. New or

modified resource management strategies may potentially be identified through this task to incorporate into future phases of the IMRWGM Plan.

- G. The Program Office will establish and facilitate Phase I IMRWGM Plan Evaluation Work Group to help in developing specific indicators as well as evaluate the overall effectiveness of the Phase I IMRWGM IRWM Plan.
- H. The Program Office will maintain regular communication with CSRC&DC. One element of this ongoing communication will be regular grant administration, reporting, and invoicing between California Trout and CSRC&DC.

Section 6. Notices

All notices required to be given under this Agreement shall be sent first class mail, return receipt requested to the following:

CSRC&DC:

Valerie Klinefelter
235 New York Ranch Rd.
Jackson, CA 95642
Phone: (209) 257-1543 E-mail: vk95669@comcast.net

Project Sponsor:

Program Staff:

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

CSRC& DC

Project Sponsor



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF February 12, 2013

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ Date: _____
(The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
12

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: February 12, 2013

SUBJECT: Consideration of Resolution declaring Board's intent to approve a Franchise with Southern California Edison

DEPARTMENTAL RECOMMENDATION:

Request Board approve a resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Declaring Its Intent to Grant Southern California Edison Company, a California Corporation, Its Successors and Assigns, the Right, Privilege and a Franchise to Transmit and Distribute Electricity for all Purposes as Authorized Under the Franchise."

SUMMARY DISCUSSION:

Southern California Edison has applied for a new Franchise for the transmission and distribution of electricity in Inyo County. The company's last Franchise, granted in 1962, expired on September 5, 2012. Company representatives and staff from the Administrator's Office and, later, County Counsel, have been in negotiations regarding a new Franchise for over 18 months, since receipt of the application for a new franchise. In response to the application and related negotiations, the attached Ordinance/Franchise has been agreed to for presentation to, and consideration by your Board.

In preparation for the negotiations, my office reviewed a variety of more-recent Franchises between investor-owned utility companies and cities and counties throughout California, and sought to incorporate the most reasonable, yet advantageous aspects of those agreements into the negotiations. Even though much of the content of the Franchise is governed by parameters established by the Franchise Act of 1937, and other provisions of State law, the proposed Franchise succeeds in including many of these more contemporary concepts and provisions. Overall, the Franchise is for a period of 40-years, and will pay the County maximum sum allowable under the law; two-percent (2%) of SCE's gross annual receipts arising from the use, operation, or possession of the Franchise. The proposed Franchise also clarifies payment schedules, and permit and related-fee requirements.

In order to consider this Franchise, the County of Inyo is required to follow Public Utilities Code §6232 et. seq. to provide the public with the opportunity to comment on the Franchise. The first step in this process is for your Board to declare its intent to grant the Franchise, and schedule and notice a hearing where the public may comment and/or object to the franchise. The attached resolution is submitted for your Board's consideration. The proposed notice that will be published per the Resolution, and per PUC §6233 is also attached.

ALTERNATIVES:

Your Board could choose to not begin the process to consider granting the Franchise to SCE, however, that alternative is not recommended. SCE has been supplying electricity in Inyo County for decades, and this new Franchise will provide the Company the opportunity to continue to provide

service to your constituency through an updated Franchise Agreement with SCE. In addition, as a percentage, the amount of the Franchise Fee the company will pay is the highest allowed by law.

Alternately, your Board could not award the Franchise and direct staff to research conversion of the distribution system to a Public Utility. However, your Board is cautioned that this is an arduous, time-consuming and costly process and, for this reason as well as recognition of SCE as a valuable role as a community partner, not recommended for consideration at this time.

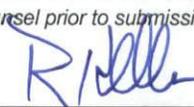
OTHER AGENCY INVOLVEMENT:

SCE is regulated by the California Public Utility Commission.

FINANCING:

This Franchise Agreement will provide for the SCE to pay an annual Franchise fee equal two-percent (2%) of SCE's gross annual receipts arising from the use, operation, or possession of the Franchise. This is the maximum allowable under the current law. For comparison, the company has applied the Franchise fee formula in the proposed franchise to the company's Franchise Statement for the County of Inyo for Calendar Year ending December 31, 2010, showing the new franchise would result in the County receiving over \$90,000, compared to the \$59,257.83 actually received for that period.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date <u>2-7-13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 02-06-2013
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

RESOLUTION NO. 2013-

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA, DECLARING ITS INTENT TO GRANT SOUTHERN CALIFORNIA EDISON
COMPANY, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT,
PRIVILEGE AND A FRANCHISE TO TRANSMIT AND DISTRIBUTE ELECTRICITY FOR ALL PURPOSES
AS AUTHORIZED UNDER THE FRANCHISE**

WHEREAS, Southern California Edison Company (SCE), a California Corporation has applied for a forty (40) year franchise to transmit and distribute electricity, including the privilege and franchise to use and to construct poles, wires, conduits, and appurtenances, including communication conduits necessary or proper therefor in, along, across, upon, over, and under the public streets, ways, alleys and places, as they may or hereafter exist within the County of Inyo; and

WHEREAS, the Franchise Act of 1937 provides County of Inyo the authority to grant such a franchise; and

WHEREAS, Public Utilities Code §6232, et. seq. provides the process through which the Board may grant the franchise;

WHEREAS, 11:00 a.m., on Tuesday, March 12, 2013, in the Board of Supervisors Room, at the County Administrative Center in Independence, is the time, date and place when the Board of Supervisors will conduct a public hearing to take public comment and is the time when all persons having any objection to the granting of the Franchise may appear before the Board of Supervisors to be heard thereon; and

WHEREAS, 11:00 on Tuesday March 12, 2013, is the time by which written objections to the granting of the Franchise must be submitted to the Clerk of the Board; and

WHEREAS, Public Utilities Code §6232 sets the requirements for noticing the hearing to take public comment.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Inyo County Board of Supervisors declares its intent to grant the Franchise for transmission and distribution of electricity applied for by Southern California Edison as defined in the attached draft ordinance; and

BE IT FURTHER RESOLVED, that the Inyo County Board of Supervisors directs the Clerk of the Board to publish the notice of the public hearing per Public Utilities Code §6232 and 6233, along with the notices required for the adoption of the ordinance.

PASSED AND ADOPTED THIS 12th DAY OF February, 2013.

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson, Inyo County Board of Supervisors

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by: _____
Patricia Gunsolley, Assistant

ORDINANCE NO. -__

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING INYO COUNTY ORDINANCE 100, AND GRANTING TO SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND A FRANCHISE TO USE AND TO CONSTRUCT POLES, WIRES, CONDUITS, AND APPURTENANCES, INCLUDING COMMUNICATION CONDUITS NECESSARY OR PROPER THEREFOR, IN, ALONG, ACROSS, UPON, OVER, AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS, AND PLACES, AS THEY MAY NOW OR HEREAFTER EXIST, WITHIN THE COUNTY OF INYO, FOR THE PURPOSE OF TRANSMITTING AND DISTRIBUTING ELECTRICITY FOR ALL PURPOSES AS AUTHORIZED UNDER THIS FRANCHISE

This Franchise Agreement, herein referred to as "Agreement" or "Franchise," is entered into on xxxxxx, 2013, by and between the COUNTY OF INYO, herein referred to as "County," and Southern California Edison Company, a California Corporation, authorized to do business in the state of California, herein referred to as "Grantee". County and Grantee are referred to herein collectively as the "Parties."

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF INYO, DOES ORDAIN AS FOLLOWS:

SECTION 1. As used in this ordinance, the following words and phrases shall have the following meanings, unless the context in which they are used shall clearly import a different meaning:

- (a) The word "Grantee" shall mean Southern California Edison Company (SCE) and its lawful successors or assigns;
- (b) The word "County" shall mean the County of Inyo, a political subdivision of the State of California, ;
- (c) The word "Roads" shall include county highways, roads, streets, alleys, ways, and places as defined in Streets and Highways Code section 941, those rights reserved to the county in Streets and Highways Code section 681, and rights-of-way dedicated to the County for road purposes as the same now or may hereafter exist within the County;
- (d) The phrases "poles, wires, conduits, and appurtenances" and "electrical facilities" shall mean poles, towers, supports, wires, conductors, cables, guys, stubs, platforms, crossarms, braces, transformers, insulators, conduits, ducts, vaults, manholes, meters, cut-outs, switches, related communication conduits and

circuits, appliances, attachments, appurtenances, and any other property located or to be located in, over, under, along, across, or upon Roads of the County, and used or useful, directly or indirectly, for the purpose of transmitting or distributing electricity for all lawful purposes;

- (e) The phrases "construct" and "construct and use" shall mean to lay, construct, excavate, erect, install, operate, maintain, use, repair, replace, relocate, or remove poles, wires, conduits, and appurtenances used for transmitting and distributing electricity for all purposes with the Franchise Area;
- (f) The word "Franchise" shall mean and include any authorization granted hereunder in terms of a privilege to use, and to construct and use, electric transmission and distribution facilities, including related communication circuits, for transmitting and distributing electricity for all lawful purposes, in, under, along, across, and upon Roads within the County;
- (g) The term "Franchise Act of 1937" shall mean California Public Utilities Code Sections 6201, et seq.
- (h) The word "Franchise Area" shall mean the unincorporated area of the County of Inyo.

SECTION 2. The County hereby grants a Franchise to Grantee, its successors and assigns pursuant to and in accordance with the Franchise Act of 1937. The franchise provides Grantee with all rights set forth in the Franchise Act of 1937 including, but not limited to Grantee's right to use, and to construct and use, poles, wires, conduits, and appurtenances, including related communication conduits and circuits necessary or proper therefor, for transmitting and distributing electricity for all lawful purposes in, under, along, across, over and upon Roads within the County.

SECTION 3. This Franchise shall be for a term of forty (40) years from the effective date of this Ordinance and shall endure in full force and effect unless, with the consent of the Public Utilities Commission of the State of California, this Franchise shall be voluntarily surrendered or abandoned by the Grantee, or unless the State or some municipal or public corporation purchases by voluntary agreement or condemns and takes under the power of eminent domain, all property actually used and useful in the exercise of this Franchise and situated within the territorial limits of the State, municipality, or public corporation purchasing or condemning such property, or unless this Franchise shall be forfeited for noncompliance with its terms by the Grantee.

SECTION 4. Grantee shall have the following duties and liabilities during the life of this franchise:

- (a) **Payment.** The Grantee shall pay to the County the sum provided by law, which is two percent (2%) of the Grantee's gross annual receipts arising from the use, operation, or possession of this Franchise; except that such payment shall in no event be less than one percent (1%) of the Grantee's gross annual receipts derived from the sale of the utility service for which the Franchise is awarded within the unincorporated areas of the County.

The Grantee shall pay to the County within fifteen (15) days after the time for filing its verified statement of gross receipts, specified in Section 4(b) below, in lawful money of the United States, the percentage specified above of its gross receipts for the calendar year covered by the statement. Subject to Section 7 hereof, any neglect, omission, or refusal by the Grantee to file the verified statement, or to pay the percentage at the times or in the manner hereinbefore provided, shall constitute grounds for the declaration of forfeiture of this Franchise and of all rights hereunder.

If the Grantee has not made payment in full by the deadlines established above and below, the payment due shall be subject to a late penalty charge. If paid within three (3) months after the deadlines established above and below, the late penalty charge shall be five percent (5%) of the amount due for each year or portion thereof such fees are in arrears. However, if Grantee has not made payment within three (3) months after the deadlines established above and below, the amount of the late penalty shall increase to ten percent (10%) of the amount due for each year or portion thereof such fees are in arrears. This amount is not interest and therefore shall not be prorated.

In the event of a change in the law allowing County to collect Franchise Fees in excess of those currently set forth in the 1937 Franchise Act, County shall have the right to elect to receive any higher rate for the remaining term of this Agreement.

- (b) **Verified Statement.** The Grantee shall file with the Clerk of the Board of Supervisors, within three (3) months after the expiration of the calendar year a verified statement showing in detail the total gross receipts of the Grantee derived during the preceding calendar year, or fractional calendar year following the date of the granting of this Franchise, from the sale of electricity within the County.

Upon reasonable notice, the Clerk of the Board of Supervisors, or any qualified person designated by the County, may audit Grantee's records for the purpose of verifying the data set out in the verified statement.(c) **Reimbursement of**

Publication Expenses. As set forth in Section 6293 of the Franchise Act, the Grantee shall pay to the County a sum of money sufficient to reimburse it for all reasonable publication expenses incurred by it in connection with the granting of this Franchise; such payment to be made within thirty (30) days after the County furnishes the Grantee with a written statement of such expenses.

- (d) **Compliance with Ordinances/Rules/Laws.** The Grantee and all its contractors, sub-contractors, and vendors shall construct, install, and maintain all poles, wires, conduits, and appurtenances in accordance and in conformity with all of the ordinances and rules adopted by the Board of Supervisors of the County of Inyo, in the exercise of its police powers and not in conflict with the paramount authority of the State, and, as to state highways, subject to the laws relating to the location and maintenance of such facilities therein.
- (e) **Payment of Cost to Repair Public Property.** As set forth in Section 6295 of the Franchise Act of 1937, the Grantee shall pay to the County on demand the cost of all repairs to public property, including but not limited to any public street, way, alley or place necessitated by any of the operations of Grantee under this Franchise. Alternately, the County may require the Grantee, at the Grantee's own cost and expense, to commence to repair any such damage within thirty (30) days of its occurrence and complete within a reasonable period of time, and restore such portion of such damaged public property to as good a condition as such property existed before such damage occurred.
- (f) **Permits.** This Franchise does not in any way relieve the Grantee of its obligation to secure an encroachment permit or other permits pursuant to and in accordance with all applicable County Ordinances. However, in securing an encroachment permit, the Grantee shall not be charged right-of-way fees by the County for rights-of-way subject to this Agreement.

The County may require Grantee to obtain ministerial permits from the County for the purpose of notifying the County as to the approximate date and times that Grantee will be conducting its operations within the public streets and to reflect County requirements for such work. County shall grant to Grantee, for a nominal fee, a blanket permit to carry out routine work affecting the public right-of-way in the County.

- (g) **Removal or Relocation of Facilities.** As required by Section 6297 of the Franchise Act of 1937, the Grantee shall remove or relocate any facilities installed, used, and maintained under the franchise if and when made necessary by any lawful change of grade, alignment or width of any public street, way, alley or place including the construction of any subway or viaduct or other County

improvements, including any public works construction projects, undertaken by the County of Inyo. Such removal or relocation shall be performed by Grantee without expense to the County or entities governed by the Inyo County Board of Supervisors. However, the Grantee is not precluded from seeking reimbursement from a private entity of Grantee's expenses in removing or relocating such facilities if such removal or relocation is for the benefit of a private developer.

- (h) **Indemnification.** As set forth in Section 6296 of the Franchise Act, the Grantee shall defend, indemnify and hold harmless the County and its officers from all liability for damages proximately resulting from any of Grantee's operations under this Franchise. The Grantee shall also indemnify and hold harmless the County and its officers from any claim, action or proceeding against the County or its officers to attack, set aside, void, or annul the County's approval of this Ordinance unless resulting from the County's own negligence or failure to comply with the County Code or State law. .

- (i) **Audit.** The Clerk of the Board of Supervisors or the County Auditor-Controller, or any certified public accountant, or third party as designated by the County, may make examination at Grantee's offices at any reasonable time during business hours, of its books, records, and accounts germane to and for the purpose of verifying the data set forth in the verified statement.

- (j) **General Regulations.** Grantee shall perform its work in compliance with applicable requirements of the California Public Utilities Commission (CPUC) and Federal Energy Regulatory Commission (FERC). All lines placed and constructed during the term of this Agreement shall be documented on recorded drawings as to the location, type, configuration and dimension. To the extent they are available, said record drawings shall be available within sixty (60) calendar days upon receiving a written request by the County. County acknowledges such drawings provided by the Grantee may not accurately depict the location of Grantee's lines or other facilities.

Grantee asserts that any writings or other information provided to County pursuant to this Franchise that identify the native placement or capabilities of any of Grantee's electrical facilities located within the County are exempt from public disclosure under the California Public Records Act, Government Code Section 6250 and following, including but not limited to Section 6254 (e). Any such writings or information that Grantee believes are proprietary or financial information or Critical Energy Infrastructure Information ("CEII") under Title 6 Section 131(3) of the United States Code, as defined in this agreement, shall be clearly marked or identified as such when provided to the County. In the event of a request for presentation of such confidential information the County shall

forthwith notify Grantee of the request in writing. Thereafter, Grantee may consent to the disclosure in writing. Alternatively, Grantee may object to the disclosure of such Confidential Information. If County determines that such information is required by statute to be released, it shall, prior to releasing the information, provide notice of its determination to Grantee and an opportunity for Grantee to obtain a court decision regarding the status of the information. During the period of time in which the information is withheld by County, Grantee agrees to indemnify, defend and hold harmless the County in any action brought to disclose the withheld information.

- (k) **Third Party Access to Facilities.** Except in those cases where Grantee is required by State or Federal law to provide access to its Facilities to third parties, use of Grantee's Facilities for any purpose other than the uses permitted by the Ordinance shall require notice to and consent by the County. Such consent may be conditioned upon entering into a franchise for the uses other than those permitted by this Ordinance, entering into an appropriate rental agreement or entering into such other agreement as may be appropriate.

SECTION 5. This Franchise does not in any way impair or affect the right of the County to acquire the property of the Grantee by purchase or condemnation, and nothing in this Franchise shall be construed to contract away, modify or abridge, either for a term or in perpetuity, the County's right of eminent domain in respect to the Grantee or any other public utility. This Franchise shall never be given any value before any court or other public authority in any proceeding of any character in excess of the cost to the Grantee of the necessary publication and any other sum paid by it to the County herefor at the time of acquisition.

SECTION 6. The County, by its County Board of Supervisors, may declare this Franchise forfeited if the Grantee fails, neglects or refuses to comply with any of the provisions or conditions of this Franchise, and does not within thirty (30) days after written demand for compliance begin the work of compliance, or after such beginning does not prosecute the work with due diligence to completion. Grantee reserves the right to contest a declaration of forfeiture and formal termination taken pursuant to Section 6292 of the Franchise Act in a court of competent jurisdiction.

SECTION 7. This ordinance and the various parts, sections and clauses thereof are hereby declared to be severable. If any part, sentence, paragraph, section or clause of this ordinance, or its application to any person or entity is adjudged unconstitutional or invalid, such unconstitutionality or invalidity shall affect only such part, sentence, paragraph, section or clause of this ordinance, or person or entity; and shall not affect or impair any of the remaining provisions, parts, sentences, paragraphs, sections or clauses of this ordinance, or its application to other persons or entities. The Board of Supervisors hereby declares that this

ordinance would have been adopted had such unconstitutional or invalid part, sentence, paragraph, section or clause of this ordinance not been included herein; or had such person or entity been expressly exempted from the application of this ordinance.

SECTION 8. This Franchise shall not become effective until the Grantee files written acceptance hereof with the Clerk of the Board of Supervisors within thirty (30) days after the adoption of this ordinance. Such written acceptance shall constitute a continuing agreement by the Grantee that if and when the County later annexes, or consolidates with, additional territory, all franchises, rights and privileges owned by the Grantee therein shall be deemed abandoned within the limits of the additional territory.

SECTION 9. As a condition for the grant of this Franchise, Grantee shall not be delinquent in the payment of any fees, assessments, taxes (including real property taxes) to the County, or to any special district of the County, at any time during the term of this Franchise. This Section shall not be construed to prevent Grantee from challenging the imposition of any such fee, assessment, or tax as being violative of Grantee's rights and/or law. Grantee shall not be in violation of this Franchise to the extent it is challenging such fee, assessment, or tax before the County or in a court of competent jurisdiction.

SECTION 10. The County may sue in its own name for the forfeiture of this Franchise, in the event of noncompliance with any of the provisions or conditions hereof by the Grantee.

SECTION 11. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post office. Should County or Grantee have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands, or requests between Grantee and the County shall be addressed as follows:

COUNTY	County of Inyo Attention: County Administrative Officer / Clerk of the Board of Supervisors 224 N. Edwards Street Independence, CA 93526 Any regular U.S. mail notices are sent to: P.O. Drawer N Independence, CA 93526
--------	---

With A Copy To County Counsel
224 N. Edwards Street
Independence, CA 93526
Any regular U.S. mail notices are sent to:
P.O. Drawer N
Independence, CA 93526

GRANTEE Southern California Edison Company
Local Governmental Affairs
Attn: Franchise Department
2244 Walnut Grove Ave
GO 1, Quad 4C
Rosemead, CA 91770-3714

With A Copy To Southern California Edison Company
Local Public Affairs, Region Manager
Address
Address

SECTION 12. This ordinance shall take effect and be in full force thirty (30) days after its passage by the County Board of Supervisors. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Inyo County Board of Supervisor

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by: _____
Patricia Gunsolley, Assistant

APPROVED AS TO FORM:

County Counsel

STATE OF CALIFORNIA

COUNTY OF INYO

I, xxxxx, County Clerk of the Board of the County of Inyo, do hereby certify that the foregoing Ordinance No. – xxxxx was duly adopted by the County Board of Supervisors of the County of Inyo at a regular meeting, held on the xx day of xxxx, 2013, by the following vote of the County Board of Supervisors:

Clerk of the Board



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
e-mail: pgunsolley@inyocounty.us

MEMBERS OF THE BOARD
LINDA ARCULARIUS
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

NOTICE OF INTENT TO GRANT FRANCHISE

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors will conduct a public hearing at 11:00 a.m., on Tuesday, March 12, 2013, in the Board of Supervisors Room, at the County Administrative Center at 224 N. Edwards, in Independence to take public comment and hear objections on granting a Franchise to Southern California Edison Company and on a proposed ordinance titled "An Ordinance Of The Board Of Supervisors Of The County Of Inyo, State Of California, Repealing Inyo County Ordinance 100, And Granting To Southern California Edison Company, A California Corporation, Its Successors And Assigns, The Right, Privilege And A Franchise To Use And To Construct Poles, Wires, Conduits, And Appurtenances, Including Communication Conduits Necessary Or Proper Therefor, In, Along, Across, Upon, Over, And Under The Public Streets, Ways, Alleys, And Places, As They May Now Or Hereafter Exist, Within The County Of Inyo, For The Purpose Of Transmitting And Distributing Electricity For All Purposes As Authorized Under This Franchise." Southern California Edison Company, its successors and assigns, will during the forty (40) years term of the Franchise, pay the County of Inyo 2% of its annual gross receipts, which will be paid annually from the date of the granting of the Franchise and in the event such payment is not made the Franchise will be forfeited.

Written objections and protests may be filed with the Inyo County Board of Supervisors by delivery to the Assistant Clerk of the Board, County of Inyo Administrative Center, 224 North Edwards Street, Independence, California 93526 or by mailing to the Inyo County Board of Supervisors, P.O. Box N, Independence, California 93526, so that the protest is received by the Board prior to 10:00 a.m., on Tuesday, March 12, 2013. The protest shall be signed by the protester in order to be accepted.

If no protest in writing is delivered to the Clerk of the Board per this notice, or such protests as are filed are heard and determined by the Board of Supervisors to be insufficient, or have been overruled or denied, the legislative body may grant the franchise. The franchise shall be granted by ordinance as prescribed by law.

Legal Ads:

Please publish in the February 16, 2013 edition of the Inyo Register.

Thanks
Pat

§ 6231.5

FRANCHISES BY LOCAL GOVERNMENTS

Div. 3

Notes of Decisions

Easements 1

1. Easements

By condemning pipeline easements for its existing oil product pipelines running under city's streets, oil product pipeline company that was public utility pipeline corporation did not circumvent requirements of statutory provision re-

quiring common carrier pipeline to establish to franchising authority's satisfaction that common carrier's property is dedicated to service of public, in light of separate provision of statute expressly acknowledging availability of eminent domain proceedings to condemn property of municipality for pipeline easement. Shell Cal. Pipeline Co. v. City of Compton (App. 2 Dist. 1995) 41 Cal.Rptr.2d 753, 35 Cal.App.4th 1116. Carriers ⇨ 7

§ 6232. Resolution of intention to grant franchise; notice of hearing; publication of notice; time for hearing

Upon receipt of the application the legislative body of the municipality may pass its resolution declaring its intention to grant the franchise applied for, stating the character of the franchise, setting forth a notice of the day, hour, and place when and where all persons having any objection to the granting thereof may appear before the legislative body and be heard thereon, and directing the clerk of the legislative body to publish the notice at least once within fifteen (15) days after the passage of the resolution in a newspaper of general circulation within the municipality.

The time fixed for the hearing shall be not less than twenty (20) nor more than sixty (60) days after the date of the passage of the resolution.

(Stats.1951, c. 764, p. 2168, § 6232.)

Historical and Statutory Notes

Derivation

Stats.1937, c. 650, p. 1782, § 3.

Research References

Encyclopedias

CA Jur. 3d Public Utilities § 128, Gas, Oil, Water, and Electric Line Franchises.

§ 6233. Contents of notice

The notice of the time and place of hearing objections shall state that the grantee of the franchise and its successors and assigns will, during the life of its franchise, pay to the municipality the percentage specified in its application, that the percentage will be paid annually from the date of the granting of the franchise, and in the event such payment is not made the franchise will be forfeited. The notice shall also designate the term, whether definite or indeterminate, for which the franchise is proposed to be granted.

(Stats.1951, c. 764, p. 2168, § 6233.)

Historical and Statutory Notes

Derivation

Stats.1937, c. 650, p. 1782, § 3.

ENERGY AND WATER FRANCHISES Ch. 2

§ 6234. Written protests; hearing

At any time not later than ten days after the filing of the application a person interested may make a written protest against the granting of the franchise. The protest shall be delivered to the clerk of the legislative body. If objections the legislative body shall make a decision so made and its decision shall be subject to referendum of the people. The time to time.

If no protest in writing is delivered or such protests as are filed have been found to be insufficient, or have been found to be insufficient, the franchising authority may grant the franchise. The franchise shall be granted in the manner prescribed by the franchising body.

(Stats.1951, c. 764, p. 2168, § 6234.)

Historical and Statutory Notes

Derivation

Stats.1937, c. 650, p. 1783, § 4.

Encyclopedias

CA Jur. 3d Public Utilities § 128, Gas, Oil, Water, and Electric Line Franchises.

§ 6235. Acceptance of franchise

A franchise granted under this chapter shall require the grantee to file written acceptance of the franchise with the franchising authority. When so filed the acceptance shall be subject to the approval of the grantee that if and when the grantee consolidates with, additional territory owned by the grantee therein, or otherwise, the grantee shall file a resolution under Article XI of the Constitution and the grantee shall file a resolution thereof adopted October 10, 1911, or thereafter, of the additional territory.

(Stats.1951, c. 764, p. 2168, § 6235.)

Historical and Statutory Notes

Derivation

Stats.1937, c. 650, p. 1784, § 7.

Encyclopedias

CA Jur. 3d Public Utilities § 128, Gas, Oil, Water, and Electric Line Franchises.

mon carrier pipeline to establish to authority's satisfaction that common property is dedicated to service of public use. The separate provision of statute acknowledging availability of eminent domain proceedings to condemn property of public utility for pipeline easement. *Shell Cal. v. City of Compton* (App. 2 Dist. Rptr.2d 753, 35 Cal.App.4th 1116.

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ENERGY AND WATER FRANCHISES
Ch. 2

§ 6235

§ 6234. Written protests; hearings; grant of franchise

At any time not later than the hour set for the hearing of objections, any person interested may make written protest stating objections against the granting of the franchise. The protest shall be signed by the protestant and be delivered to the clerk of the legislative body. At the time set for hearing objections the legislative body shall proceed to hear and pass upon all protests so made and its decision shall be final and conclusive, subject to the right of referendum of the people. The legislative body may adjourn the hearing from time to time.

If no protest in writing is delivered to the clerk up to the hour set for hearing, or such protests as are filed have been heard and determined by the legislative body to be insufficient, or have been overruled or denied, the legislative body may grant the franchise. The franchise shall be granted by ordinance adopted in the manner prescribed by law for the enactment of ordinances by the granting body.

(Stats.1951, c. 764, p. 2168, § 6234.)

Historical and Statutory Notes

Derivation

Stats.1937, c. 650, p. 1783, § 4.

Research References

Encyclopedias

CA Jur. 3d Public Utilities § 128, Gas, Oil, Water, and Electric Line Franchises.

§ 6235. Acceptance of franchise; filing; effect

A franchise granted under this chapter does not become effective until the grantee files written acceptance thereof with the clerk of the granting municipality. When so filed the acceptance constitutes a continuing agreement by the grantee that if and when the granting municipality thereafter annexes, or consolidates with, additional territory, all franchises, rights and privileges owned by the grantee therein, except a franchise derived under Section 19 of Article XI of the Constitution as that section existed prior to the amendment thereof adopted October 10, 1911, shall be deemed abandoned within the limits of the additional territory.

(Stats.1951, c. 764, p. 2168, § 6235.)

Historical and Statutory Notes

Derivation

Stats.1937, c. 650, p. 1784, § 7.

Research References

Encyclopedias

CA Jur. 3d Public Utilities § 128, Gas, Oil, Water, and Electric Line Franchises.



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Schedule time for 11:30 A.M.
 Closed Session
 Informational

For Clerk's Use Only:
AGENDA NUMBER
14

FROM: Public Works Department

FOR THE BOARD MEETING OF: February ¹² 2013

SUBJECT: Adopt and enact the Town Water Systems Cross Connection Control Ordinance

DEPARTMENTAL RECOMMENDATIONS: Request Board a) conduct a public hearing on a proposed ordinance entitled "AN ORDINANCE OF INYO COUNTY INSTITUTING A CROSS CONNECTION CONTROL PROGRAM TO PROTECT THE PUBLIC WATER SYSTEM FOR THE COMMUNITIES OF INDEPENDENCE, LONE PINE, AND LAWS" and b) waive the first reading of the ordinance and schedule the enactment for February ¹² 2013 at 11:30 A.M.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: State law requires the County to adopt a Cross Connection Control Ordinance in connection with the operations of the Independence, Lone Pine, and Laws water systems. A condition precedent to granting Inyo County a permit to operate the town water systems in 2004 was that the County would undertake the steps to adopt such an ordinance.. The purpose of the ordinance is to protect the public potable water supply from contamination or pollution emanating from on-site sources migrating back to the public supply. This protection is accomplished through installation of appropriate backflow prevention devices where required based upon on-site inspections and the subsequent revelation of potentially contaminating activities undertaken on the subject premises. Staff was unable to locate any such prior ordinance which complied with State law and the mandates of the California Department of Public Health. As such, staff worked with CDPH to create an ordinance which complies with state law and the Department's mandates.

ALTERNATIVES: There are no alternatives available as this ordinance is a necessary condition of the permit to operate the water systems and these water systems have been operated by the County of Inyo since 1999.

OTHER AGENCY INVOLVEMENT:

(1) The California Department of Public Health has approved the language of this ordinance.

FINANCING:

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.) <i>[Signature]</i> Approved: <u>Yes</u> Date <u>1-15-13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <i>Lisette L. Chapman</i> Approved: <u>NA</u> Date <u>1/17/13</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <u>NA</u> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 1/25/13

ORDINANCE NO. _____

AN ORDINANCE OF INYO COUNTY
INSTITUTING A CROSS-CONNECTION CONTROL PROGRAM
TO PROTECT THE PUBLIC WATER SYSTEM
FOR THE COMMUNITIES OF INDEPENDENCE, LONE PINE AND LAWS

The Board of Supervisors of the County of Inyo, State of California, ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to adopt a Cross-Connection Control Program for the town water systems in Independence, Lone Pine and Laws.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority given to the Inyo County Board of Supervisors by California Health and Safety Code section 116375 and Title 17, Sections 7583-7605, inclusive, of the California Code of Regulations, which require that water suppliers adopt a cross-connection control program to protect public water systems from contamination.

SECTION THREE. FINDINGS.

The Cross-Connection Control Program attached to this ordinance is reasonable and necessary to provide the required protections of potable water for the town water systems operated by the County in the communities of Independence, Lone Pine and Laws, as required by California Health and Safety Code section 116375 and Title 17, Sections 7583-7605, inclusive, of the California Code of Regulations. This Program will protect the town water systems from potentially harmful contamination caused when cross-connections occur.

SECTION FOUR. ADOPTION OF CROSS-CONNECTION CONTROL PROGRAM

The County of Inyo Cross-Connection Control Program, attached to this ordinance, is hereby adopted.

SECTION FIVE. SEVERABILITY.

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

SECTION SIX. EFFECTIVE DATE.

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

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this ___ day of March 2012, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

LINDA ARCULARIUS
CHAIRPERSON, INYO COUNTY BOARD OF SUPERVISORS

Attest: Kevin Carunchio
Clerk of the Board

By: _____
Patricia Gunsolley
Assistant Clerk of the Board

COUNTY OF INYO
CROSS-CONNECTION CONTROL PROGRAM

SECTION I-PURPOSE

The purpose of the Cross-Connection Control Program ("Program") is to protect the public water supply system from contamination due to potential or actual cross-connections and is established pursuant to California Health and Safety Code Section 116375 and the Regulations relating to Cross-Connection Control within the California Code of Regulations.

SECTION II-DEFINITIONS

Air-Gap Separation:

"Air-gap separation" means a physical vertical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressurized receiving vessel.

Approved Water Supply:

"Approved water supply" means a water source that has been approved by the Department for domestic use and designated as such in a domestic water supply permit, pursuant to section 64254.

Auxiliary Water Supply:

"Auxiliary water supply" means any source of water that does not meet the definition in section 64750.12 that is either used, or equipped to be used, as a water supply and located on, or piped to, the premises of a water user. (The term "equipped" in this definition means that appurtenances such as inactive wells, pumps, power supply, intakes, suction lines, pipelines, connection fittings, or storage tanks are in place and readily available for use.)

Backflow:

"Backflow" means a reversal of flow caused by differential pressure in which any liquid, gas, or other substance enters the public water system.

Backflow Prevention Assembly:

"Backflow prevention assembly" means a device intended to prevent backflow.

Cross Connection:

"Cross-connection" means any actual or potential unprotected connection or structural arrangement between a public water system, or a piping system connected to the public water system and located on the premises of a water user, and any source or distribution system containing liquid, gas, or other substances not from an approved water supply.

Cross-Connection Control Program Specialist:

"Cross-connection control program specialist" means a person who is certified as a cross-connection control program specialist by the California-Nevada Section of the American Water Works Association or an organization with equivalent certification requirements.

Double Check Valve Assembly:

"Double check valve assembly" means two independently-acting, internally-loaded, check valves with shut-off valves located upstream and downstream of the two check valves, and test cocks to enable field testing.

Premises:

"Premises" means the property under the ownership or control of the water user and served, or capable of being served, with water via a service connection with the public water system.

Pressure Vacuum Breaker Assembly:

"Pressure vacuum breaker assembly" means the combination of an independently-acting, internally-loaded check valve and an independently-acting loaded air inlet valve located on its discharge side, with test cocks and shutoff valves attached at each end of the combination.

Reduced Pressure Principle Assembly:

"Reduced pressure principle assembly" means two independently-acting, internally-loaded check valves with an automatic differential-pressure relief valve located between, shut-off valves located upstream and downstream of the two check-valves, and test cocks to enable field testing.

Water Supplier:

"Water supplier" means any person who owns or operates a public water system.

User's Service Connection:

"User's service connection" means the point of connection of a water user's piping to the public water system.

Water User:

"Water user" means any person that is authorized to receive water from the public water system.

Responsibility:

A water supplier shall be responsible for protecting the public water system from backflow by complying with the requirements of the Public Health Department.

SECTION III-RESPONSIBILITY

The Inyo County Public Works Director ("Director") shall be responsible for implementing and enforcing the cross-connection control program. The Director or his designee shall assess the degree of potential health hazard to the public water supply to determine if the installation of a backflow protector is necessary to prevent cross-connection. Such assessment shall be made in accordance with the criteria below and shall include a survey of the water system to identify those connections from which cross-connection is likely to occur and may comprise an initial field and/or office assessment of the premises within its service area.

(a) The assessment shall consider:

- (1) The existence of actual or potential cross-connections;
- (2) The type and use of materials handled;
- (3) The degree of piping system complexity and accessibility;
- (4) The probability of a backflow occurring; and
- (5) The potential for piping system modification.

(b) Subsequent to the initial assessment described in subsection (a), the community water system shall:

- (1) Conduct an assessment of the premises of each new water user connected to the public water system;
and
- (2) Re-evaluate the premises of an existing water user if changes within the water user's premises or any backflow incidents occur.

(c) Each hazard assessment shall be performed by the Director or his designee, unless the Department approves an alternative based on its review of system size, types of water users, treatment, distribution system, and any previous hazard assessment. Special consideration shall be given to the premises of the following types of water users:

- (1) Premises where substances harmful to health are handled under pressure in a manner which could permit their entry into the public water system. This includes chemical or biological process waters and water from public water supplies which have deteriorated in sanitary quality.
 - (2) Premises having an auxiliary water supply, unless the auxiliary supply is accepted as an additional source by the water supplier and is approved by the health agency.
 - (3) Premises that have internal cross-connections that are not abated to the satisfaction of the water supplier or the health agency.
 - (4) Premises where cross-connections are likely to occur and entry is restricted so that cross-connection inspections cannot be made with sufficient frequency or at sufficiently short notice to assure that cross-connections do not exist.
 - (5) Premises having a repeated history of cross-connections being established or re-established.
 - (6) Premises using recycled water or greywater.
- (d) The water supplier shall not be responsible for the abatement of cross-connections which exist within a user's premises.

After such evaluation, an appropriate backflow prevention assembly shall be installed by and at the expense of the property owner (also referred to herein as water user) at each user connection where required by the Director or his designee to prevent backflow from the water user's premises to the domestic water system. It shall be the water user's responsibility to comply with the requirements of the Program.

SECTION IV- CROSS-CONNECTION PROTECTION REQUIREMENTS

The type of protection that shall be provided to prevent backflow into the public water supply system shall be commensurate with the degree of hazard, actual or potential, that exists on the water user's premises, as determined by the Director or his designee. Unprotected cross-connections with the public water supply are prohibited. The Director or his designee shall determine the type of backflow prevention assembly that may be required, which may include one of the following: (listed in decreasing level of protection) Air-gap separation (AG), Reduced Pressure Principle Backflow Prevention Assembly (RP), and a Double Check Valve Assembly (DC). For roadway right-of-way irrigation systems where there is no potential for backpressure, such as roadway right of way irrigation systems, a pressure vacuum breaker assembly shall be considered more protective than a double check valve assembly. If more than one of the hazard criteria applies to the premises of a water user, the criteria requiring the greatest degree of protection shall apply. The water user may choose a higher level of protection than required by the Director or his Designee. The minimum types of backflow protection to premises with varying degrees of hazard are listed in Table 1 below. Situations which are not covered in Table 1 shall be evaluated on a case-by-case basis and the appropriate backflow protection shall be determined by the Director or his designee or the health agency as defined in Section II above.

TABLE 1

<i>Hazard</i>	<i>Required Level of Protection</i>
(1) Auxiliary Water Supplies	
(A) Auxiliary supply that is interconnected with a piping system connected to the public water system (PWS)	Air gap separation
(B) Auxiliary supply that is not interconnected with a piping system connected to the PWS and has piped water conveyed under pressure in a piping system less than 200 feet from the piping system connected to the PWS	Reduced pressure principle
(2) Fire Protection Systems	
(A) Fire protection system interconnected with a piping system connected to the PWS and an onsite auxiliary water supply for fire fighting	Air gap separation
(B) Fire protection system supplied by the PWS with an interconnection to onsite storage facilities and pumps, or combined fire and industrial water	Reduced pressure principle
(3) Marina or port facilities	
(A) Residential	Reduced pressure principle
(B) Nonresidential	Reduced pressure principle
(4) Premises with multiple service connections to the PWS	Reduced pressure principle
(5) Recycled Water	
(A) Recycled water supply system that is 1. interconnected to a piping system connected to the public water supply system (PWSS) that contains water received from a PWS.	Air gap separation
2. not interconnected to a piping system that contains water received from a PWS.	Reduced pressure principle
(B) Recycled water supply used only for landscape irrigation in an approved dual-plumbed use area established pursuant to sections 60313 through 60316, which is used for 1. Individually owned residential units	Double check valve
2. Sites other than individually owned residential units	Reduced pressure principle
(6) Graywater (see graywater definition in Section 14876 of the California Water Code)	
system that produces, or collects and distributes, graywater, and is 1. interconnected to a piping system connected to the PWSS	Air gap separation

2. not interconnected to a piping system connected to the PWSS	Reduced pressure principle
(7) Sewage and Hazardous or Potentially Hazardous Substances	
(A) Waste water treatment processes, handling and/or pumping equipment interconnected to a piping system connected to the PWS	Air gap separation
(B) Waste water treatment processes, handling and/or pumping equipment not interconnected to a piping system connected to the PWS, except that no backflow protection is required for a single-family residence that has a sewage lift pump unless there are other hazards present on the property	Air gap separation
(C) Premises handling a substance in any manner in which the substance may enter a piping system connected to the PWS.	Air gap separation
(D) Recreational vehicle dump station that is not interconnected to a piping system connected to the PWS	Reduced pressure principle
(E) Piped irrigation system interconnected to a piping system connected to the PWS, into which fertilizers, herbicides, or pesticides are, or are intended to be, injected into the irrigation water.	Reduced pressure principle
(F) Piping system conveying a fluid not from an approved water supply that is 1. interconnected to a piping system connected to the PWS	Air gap separation
2. not interconnected to a piping system connected to the PWS	Reduced pressure principle
(8) Roadway right-of-way irrigation system interconnected to a piping system connected to the PWS, and there is no potential for back pressure	Pressure vacuum breaker
(9) Water storage facility not under control of the PWS	Air gap separation

Two or more services supplying water from different street mains to the same building, structure, or premises through which an interstreet main flow may occur, shall have at least a standard check valve on each water service to be located adjacent to and on the property side of the respective meters. Such check valve shall not be considered adequate if backflow protection is deemed necessary to protect the Town Water systems from pollution or contamination; in such cases the installation of approved backflow devices at such service connections shall be required.

SECTION V- BACKFLOW PREVENTION ASSEMBLIES

Only backflow prevention assemblies which have been approved by the Director or his designee shall be acceptable for installation by a water user. A list of approved backflow prevention assemblies will be provided upon request to any affected customer. Backflow prevention assemblies shall be installed according to the criteria set forth below. Location of the assemblies shall be as close as practical to the user's connection. The Director or his designee shall have the final authority in determining the required location of a backflow prevention assembly.

(a) For air-gaps, the following shall apply:

(1) The receiving water container shall be located on the water user's premises at the water user's service connection unless an alternate location has been approved by the water supplier.

(2) All piping between the water user's service connection and the discharge location of the receiving water container shall be above finished grade and be accessible for visual inspection unless an alternative piping configuration is approved by the water supplier.

(3) The water supplier shall ensure that the air-gap specified in section 64760(a) has been installed.

(b) A reduced pressure principle backflow prevention assembly shall be installed such that the lowest point of the assembly is a minimum of twelve inches, and a maximum of 36 inches, above finished grade, unless an alternative is approved by the water supplier.

(c) A pressure vacuum breaker assembly shall be installed a minimum of twelve inches above all downstream piping.

(d) A reduced pressure principle or double check valve backflow prevention assembly installed after July 1, 2013 shall have a minimum side clearance of twelve inches, except that a minimum side clearance of 24 inches shall be provided on the side of the assembly that contains the test cocks.

(e) Backflow protection shall be located at the water user's service connection unless one or more alternative locations have been approved by the water supplier. The water supplier shall obtain access to the water user's premises and shall ensure that the on-site protection meets the requirements of this chapter for installation, testing and inspections.

(f) Each backflow prevention assembly and air gap separation shall be accessible for field testing and maintenance.

All required field testing shall be performed by persons who are currently certified in the testing of backflow prevention assemblies by the California-Nevada Section of the American Water Works Association, the American Backflow Prevention Association, University of Southern California Foundation for Cross Connection Control and Hydraulic Research, California Rural Water Association, or other certifying agency approved by the Director or his designee. Testing will be the responsibility of the water user. Backflow prevention assemblies must be tested at least annually and immediately after installation, relocation or repair. More frequent testing may be required if deemed necessary by the Director or his designee. No assembly shall be placed back in service unless it is functioning as required. These assemblies shall be serviced, overhauled, or replaced whenever they are found to be defective and all costs of testing, repair, and maintenance shall be borne by the water user. Approval must be obtained from the Director or his designee prior to removing, relocating or replacing a backflow prevention assembly.

SECTION VI- ADMINISTRATION

The cross-connection control program shall be administered by the Director. Inyo County Public Works shall assure that a minimum of one person is trained in cross-connection control for purposes of implementing the Cross-Connection Control Program. Inyo County Public Works will establish and maintain a list of approved backflow prevention assemblies as well as a list of approved backflow prevention assembly testers. The Director or his designee shall conduct necessary surveys of the premises to evaluate the degree of potential health hazards. Inyo County Public Works shall notify users when an assembly needs to be tested. The notice shall contain the date when the test must be completed. Inyo County Public Works shall maintain records of the locations, testing and repairs of backflow preventers.

SECTION VII – WATER SERVICE TERMININATION

When the Director or his designee encounters water uses that represent a clear and immediate hazard to the potable water supply that cannot be immediately abated, the procedure for terminating water service set forth in Chapter 4 of the Inyo County Code, including but not limited to Section 4.10.130, shall apply. Conditions or water issues that create a basis for water service termination shall include, but are not limited to, the following:

1. Customer service lateral broken providing hydraulic continuity between water in the service lateral and the immediate surroundings external to the lateral.
2. Refusal to install or test a backflow prevention assembly, or to repair or replace a faulty backflow prevention assembly.
3. Direct or indirect connection between the public water system and a sewer line.
4. Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants.
5. Unprotected direct or indirect connection between the public water system and an auxiliary water system.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Planning Department and Planning Commission

FOR THE BOARD MEETING OF: February 5, 2013

SUBJECT: Zoning Code/General Plan Update Workshop

DEPARTMENTAL RECOMMENDATION: Conduct a workshop regarding the draft Zoning Code/General Plan Update, and provide direction regarding code enforcement and special event permit issues.

SUMMARY DISCUSSION: The County adopted a comprehensive General Plan update in 2001.¹ One of the follow-up actions directed in the 2001 General Plan was to update the Zoning Code, which is a component of the Inyo County Code (ICC).² Staff worked with Willdan to prepare updated Zoning Code sections, which were provided for review by the Board and the Planning Commission in a series of workshops in 2011. Staff incorporated this input into a comprehensive Zoning Code update and prepared a related General Plan update in 2012;³ these were presented to the Board and Planning Commission in a joint workshop on July 10, 2012. At the workshop, the Board and Planning Commission generally expressed comfort with moving forward with public outreach, but directed staff to work with on the following two issues in more depth prior to proceeding – (1) code enforcement and (2) special event permits – these are addressed later in this report. Once these issues are resolved, staff plans incorporate all of the input provided and publish the next version of the draft Zoning Code/General Plan Update for public outreach.

Next Steps

Staff plans to incorporate comments from the workshop into the Zoning Code and General Plan and begin public outreach. For the preliminary community engagement, staff plans to first meet with interested organizations and community groups, such as the chambers of commerce, to describe the update and solicit input. Following the initial public engagement, staff plans to hold more formal public meetings in Bishop, Big Pine, Independence, Lone Pine, and Tecopa/Shoshone. Once these have been completed, staff plans to update the documents and begin working on the environmental review phase, which will include additional opportunities for public input. Lastly, the Commission and the Board will review and consider the final documents, which will incorporate input from the environmental review phase.

¹ The 2001 General Plan Policy Documents and land use diagrams may be viewed online at http://inyoplanning.org/general_plan/index.htm. The Background, Issues/Alternatives, Draft/Final Environmental Impact Report, and other information from the 2001 General Plan update effort are available for review at the Planning Department offices.

² The existing Zoning Code may be reviewed online at <http://www.qcode.us/codes/inyocounty/>, and the existing Zoning Maps are available for review in the Planning Department offices.

³ Previous documents from the update effort, including the preliminary draft Zoning Code/General Plan Update are available at this website - <http://inyoplanning.org/GPandZoningUpdates.htm>.

Zoning Code Update

The 2001 General Plan recommended a number of changes to the Zoning Code, including regarding the following issues:

- Reflect goals, policies, and implementation measures of the Land Use Element
- Implementation of projects and measures from the Long-term Water Agreement
- Undergrounding of utilities
- Financing capital facilities and expanded services
- Recycling
- Streamlining
- Second unit development standards
- Scenic resources
- Airport land use compatibility (including noise)
- Erosion control and grading
- Establish minimum park standards
- Incorporate new identified avalanche standards
- Limit maximum slope and maximum average slope that can be built on
- Noise standards
- Construction noise

Based on the input from 2011, these have been carried forward, already completed, altered as appropriate, or discarded if unneeded.

The 2009 update to the Housing Element commits the County to address homeless shelters, second dwelling units, supportive and transitional housing and residential care facilities in residential zones, single-room occupancy hotels, exceptions to zoning and building ordinances for people with disabilities, and updated second unit standards. These have been incorporated into the draft Zoning Code.

An summary of the Zoning Code Update is provided below. The proposed Update is provided on the Department's website.

Overview

The Zoning Code has been reformatted to address issues in a more logical structure than the existing format. A reorganization of the Zoning Code is proposed into the following chapters:

- Chapter 1 – Administration
- Chapter 2 – Permits and Approvals
- Chapter 3 – Special Zone Districts
- Chapter 4 – Residential Zone Districts
- Chapter 5 – Commercial Zone Districts
- Chapter 6 – Industrial Zone Districts
- Chapter 7 – Combining and Overlay Zone Districts
- Chapter 8 – Development Standards
- Chapter 9 – Signs

Chapter 10 – Parking and Loading

The following summarizes the more substantive changes proposed to the Zoning Code by Chapter. The complete preliminary draft Code is available on the Planning Department's website.

Chapter 1 (Administration) – Chapter 1 provides basic administration of the Zoning Code. This Chapter lays out the duties of the Planning Director and the Planning Commission, describes the General Plan and the Zoning Districts, and provides definitions.

Zone Districts: the existing Zone Districts are largely carried over, with the exception of the following:

- The Residential (R) Zone Districts are proposed to be renamed to more standard classifications.
- The existing One Family (R-1) and Single Residence or Mobilhome Combined (RMH) Zone Districts were proposed to be merged into the Single Family Residential District (R-1). Based on input from the Planning Commission regarding Code Enforcement, this proposal will be discarded (if the Board agrees).
- The R Zone Districts are expanded to include RR-0.5-Starlite Estates and Rural Residential (RR).
- The Heavy Commercial (C-4) and Light Industrial (M-2) Districts are proposed to be merged into the Light Industrial/Manufacturing/Heavy Commercial (M-2) District, an Industrial (M) Zone District, and the M Districts are proposed to be renamed to better reflect the permitted and conditionally permitted uses.

Code Enforcement: staff initially proposed no changes to the County's code enforcement procedures; currently, staff only responds to written complaints, and works with property owners to address verified complaints – if the issue cannot be resolved, the case is referred to the District Attorney. Based on preliminary input in 2011, staff developed a new proposal for cases that cannot be resolved at a staff level to create a Code Enforcement Committee to be responsible for holding hearings and levying fines, and transferring ultimate enforcement from the District Attorney to County Counsel. Based on input from the Board and Planning Commission on July 10, 2012, staff has worked on an updated proposal which significantly strengthens and specifies the proposal; this is discussed in more detail later in this report.

Definitions: the definitions have been separated into land use classifications and general definitions. The definitions have been crafted based on the existing definitions, staff's experience, those suggested by Willdan, and input from the 2011 workshops. The land use classifications are now standardized, and generalized land use classification definitions are provided for broad classifications (such as Light Commercial) with specialized definitions provided for land uses that may be treated differently across Zone Districts due to their unique characteristics (such as Motel).

Determination of Use: a new Determination of Use procedure is proposed, which allows the Planning Director to determine if a use not defined by the Code is similar to other uses in the Code. Currently, several of the Zoning Districts permit the Planning Commission to make this determination, and a similar procedure is permitted by ICC Section 18.81.020. The new proposed Determination of Use section will streamline this procedure.

Chapter 2 (Permits and Approvals) – This Chapter provides for detail about how applications are processed. Subsections are provided for a variety of entitlements, appeals, hearings and notices, and details regarding application procedures.

Acceptance of Conditions: a new procedure is proposed for many of the permits requiring the applicant to submit an acceptance of conditions. This procedure is common in many jurisdictions to provide proof that the applicant has consented to the conditions for the permit.

Findings: findings are specified for a number of the permit types. These findings have been updated and/or are included anew.

Automatic Expiration of Variances and Conditional Use Permits: the current automatic expiration of Variances and Conditional Use Permits (CUP) is deleted – instead, the term will be specified through the permit.

Modifications: a new section for Modifications is proposed to allow for specified alterations to certain development standards, such as minor setback reductions, parking standard relief, and accommodation for people with disabilities. The Planning Director would be the decision-maker for Modifications.

Temporary Occupancy Permits: the Code currently is silent regarding Temporary Occupancy Permits, but does provide for temporary uses in ICC Section 18.78.190. The proposed new section would provide for Temporary Occupancy Permits for a wider variety of temporary uses, as well as procedures and standards.

Special Event Permits: the Code currently allows temporary uses pursuant to ICC Section 18.78.190. Special Event Permits would largely replace and expand procedures for these types of events. This issue is discussed more in-depth later in this report.

Non-conforming Uses/Structures: The proposed Code would substantially clarify and enhance the treatment of non-conforming uses and structures. Clearer differentiation between non-conforming uses and structures would be provided. Additionally, the Planning Commission could approve, conditionally approve, or disapprove the moving, alteration, enlargement, extension, or reconstruction of non-conforming uses and/or structures pursuant to a CUP process, if not otherwise permitted.

Chapter Nos. 3 (Special), 4 (Residential), 5 (Commercial), and 6 (Industrial) Zone Districts – The existing Zone Districts are presented and reformatted. The Zone District purposes have been enhanced, and development standards tables are provided as applicable for ease of use.

The proposed permitted and conditionally permitted uses by Zone District have been standardized across Zone Districts and enhanced to clarify the types of uses that are involved. With the exception of the standardization, the proposed changes are generally minor, including updates per the Housing Elements, merging the M-1 and C-4 districts (and potentially the R-1 and RMH districts), providing for commercial parking the Duplex (R-2) and Multi-Family Residential (R-3) zones, adding housing types per the Housing Element update, and adding outdoor sales and dining as permitted uses in certain C zones.

Chapter 7 (Combining and Overlay Zone Districts) – The existing Overlay Districts are presented in one chapter; in most instances minimal changes are proposed. For all, the definitions have been relocated to Chapter 1.

- The Airport Hazard (AH) Overlay has been modified to require approval by the Federal Aviation Administration and Caltrans prior to any action on a CUP.
- The Planning Director is given more authority to make minor changes to approved Precise Plans (PP).
- The General Plan Environmental Impact Report (EIR) requires that an engineering study be prepared for parcels within an avalanche runout zone that demonstrates that either (1) the property is not subject to avalanche or (2) that adequate protection against avalanche is provided; this language has been incorporated into the Snow Avalanche Hazard (SAHO) Overlay.
- For the Architectural Design Control (D) Overlay, the existing language is unclear regarding the involvement of the Planning Commission in design review. The language has been modified to better reflect current practice, as well as clarify the Architectural Design Review Board's determination.

Chapter 8 (Development Standards) – The existing Code's development standards have been largely carried forward, with minor changes. A variety of additions are included, such as short-term rentals in single-family Zone Districts and right-to-farm provisions. The existing Code's provisions for water transfer, wireless communications, and small wind energy systems have been included; the definitions for these sections have been relocated to Chapter 1.

Accessory Structures: this section is expanded and clarifies regulations for accessory structures. A different set of regulations is proposed for the R/OS Zone Districts and other Districts.

Fences and Walls: the maximum height for fences and walls is increased from three and one-half feet to four feet in the front yard. A different set of regulations is proposed for the R/OS Zone Districts and other Districts.

Lighting: qualitative lighting standards are proposed, with an exception for flags.

Noise: qualitative noise standards are proposed based on the Penal Code, with time limits for certain construction activities.

Trash Receptacle Screening: qualitative screening and capacity requirements for trash receptacles are specified for the R-3, C, and M Zone Districts.

Storage: requirements for storage have been expanded to limit storage in front and corner-side yard setbacks and on vacant parcels.

Right-to-Farm: new requirements are included to preclude nuisance determinations for certain agricultural operations.

Maintenance of Animals: the current regulations have been carried forward with clarifying language regarding breeding and training for dogs and cats, as well as for egg laying by chickens.

Short-term Rental in Specified Residential Zones: the County enforces a policy precluding rentals in R Zone Districts for less than 30 days. This has been codified for the R-1, R-2, R-3 and RR-0.5-Starlite Estates Zone Districts.

Emergency Shelter: occupancy limits and staffing requirements are provided for emergency shelters.

Chapter 9 (Signs) – The existing sign standards are largely carried over, and minimal changes are proposed. Classes of signs not meeting Code standards may be permitted with a CUP; currently, a variance would be required. The amortization schedule and non-conforming sign standards (ICC Section 18.75.060) are eliminated so that non-conforming signs may be treated the same as other non-conforming uses and structures.

Chapter 10 (Parking and Loading) – The parking and loading requirements have been standardized. Specifications for parking space dimension and aisle widths are provided.

Zoning Maps

Staff has prepared a user friendly set of zoning maps in a format consistent with the General Plan land use diagrams. Staff cross-referenced the zoning maps maintained in the Planning Department with data from the County's Geographic Information System (GIS) and zoning reclassifications processed since the late 1980s, and continues to crosscheck the maps. Once adopted, the paper maps will match the GIS data. A Military Operations Overlay is proposed to provide for project review within the Overlay by the Military and notice to people living or developing within the Overlay, which was requested by representatives of the Department of Defense. Otherwise, no substantive changes to the zoning maps are proposed, except the district mergers discussed previously.

Major Issues with Zoning Code Update

Generally, most of the changes proposed to the Zoning Code have not been controversial or are primarily format-oriented. The following issues, however, have engendered a great deal of discussion: code enforcement, special event permits, storage containers, storage in required yards, commercial parking lots, parking, noise, animal maintenance, and merging zoning districts.

General Plan Update

Due to the County's rural character and lack of change since 2001, modifications proposed to the General Plan are relatively insubstantial. For the most part, these consist of minor changes to address the Zoning Code Update, changes to State law since 2001, and other desirable changes. The following summarizes the more substantive alterations.

- The most noticeable change is a reformat, elimination of extraneous editorial and cross-referencing, and updating the implementation schedule.
- Substantive changes include providing more flexibility for noise and agricultural resources; reflecting the updated Zoning Code; providing for climate change, and; eliminating certain aesthetic and scenic highway goals, policies, and implementation measures.

- No changes are proposed to the Housing Element, as this would require approval by the State, the Element was updated in 2009, and the next update cycle is approaching in 2014.
- Minor changes are proposed to the Safety Element, which will require review by the State.
- Due to its recent update, no changes are proposed to the Government Element.
- Staff will work to identify any policy changes that may be desirable based the Environmental Protection Agency's (EPA) Toolbox program that the County applied and was accepted for to address elderly populations. There may be related changes recommended to the Zoning Code.

Staff has prepared a user friendly set of Land Use Diagrams, incorporating amendments processed since 2001. Staff has also cross-referenced the maps with the GIS and worked to better define the Agricultural (A) land use designation, and is working on cross-checking.

Several major issues are not addressed by this update, primarily due to their complexity. For example, in a number of instances, staff believes the General Plan land use designations and zoning for particular properties may not be compatible. Correcting this issue at a County-wide scale would require a great deal of analysis and discretion. Also, complicated environmental review might be required to incorporate the Renewable Solar and Wind Energy General Plan land use designation overlay (previously approved but rescinded due to litigation), and a clarified General Plan definition for net and gross acreage (also previously amended but rescinded due to litigation). Staff recommends that these issues be addressed in the future when greater resources are available.

Code Enforcement and Special Event Permits

The Planning Commission and the Board of Supervisors conducted a joint workshop on July 10, 2012 regarding the draft documents and directed staff to address two issues further before proceeding: (1) Code Enforcement and (2) Special Event Permits. The Planning Commission conducted a workshop on August 22, 2012 regarding these two issues and provided input. The Board was scheduled to conduct a workshop on September 9, 2012, but continued the item due to calendaring issues. To address input from County Counsel, the proposed code enforcement provisions were revised substantially, and the updated proposal was presented to the Planning Commission on September 26 and October 24. The Planning Commission concurred with the scheme, but requested additional consideration of alternatives to the proposal, which were discussed on December 5. Based on the December 5 discussion, the Planning Commission recommended that the R-1 and RMH zoning districts not be merged so that development standards could be tailored to each district.

Code Enforcement

Under current practice, staff responds to written complaints regarding zoning violations and works with property owners to rectify such issues. If no resolution can be reached, staff notifies the District Attorney (DA) of the violation. Based on previous input from the Planning Commission and the Board, staff had crafted a proposal to create a Code Enforcement Committee with the power to levy fines, and transfer enforcement to the Office of County Counsel.

Previous iterations of the proposal included a generalized code enforcement scheme based on these principles. Upon further review, County Counsel recommended that more detail be added to the proposal as well as strengthening the language to ensure enforceability. Upon review of several jurisdictions' Code Enforcement provisions, staff revised the proposal based in part on San Bernardino County's example. The proposal in Attachment 1 blends the County's existing procedures, input received throughout the process, and provisions for enforceability.

Under the proposal, upon written complaint and/or observation by County staff, the Planning Director shall investigate. If a violation exists, the Planning Director shall attempt to contact the property owner to alert the property owner about the violation and educate the property owner, the penalties for non-compliance, and how to bring the violation into compliance with the Zoning Code. If the property owner does not correct the violation, the Planning Director shall send written warnings to the property owner describing the violation, the penalties for non-compliance, and specifying a reasonable period of time to correct the violation. If the property owner still does not correct the violation, the Planning Director shall issue a citation. If the property owner wishes, he or she may appeal the citation to the Planning Commission. The County may file civil and/or criminal charges, abate the violation, and/or collect from the property owner the County's costs to process the case. A provision to allow waiving the double fee permits for code enforcement cases is proposed as well.

Alternatives

Based on previous discussions, the following alternatives may be considered to replace or augment the current proposal:

- *Code Enforcement Committee*: previously, a Code Enforcement Committee composed of staff had been considered to issue fines and otherwise enforce the Code. Staff believes that the Planning Commission provides an existing forum to hear appeals of administrative citations, and that County resources can be conserved by utilizing an existing forum rather than creating a new hearing body.
- *Outsourcing*: the County could hire an outside firm to conduct code enforcement. A variety of models are available, ranging from completely outsourcing the activities, authorizing the County to maintain some oversight (such as override power in extenuating circumstances), or limiting the firm's involvement to penalty collection. Profit motive could be an issue for outsourcing, including from any potential firm's ability to make a profit due to the low number of cases in Inyo County as well as the firm's motivation to issue and collect fines.
- *Amount of Fine/Ticket*: the amount of the fine could vary based on how the code is crafted.
- *Enforcement*: enforcement could continue to be entirely vested in the DA's office to eliminate transferring the burden to prosecute violations to County Counsel.
- *Code Enforcement Overlay*: enforcement could vary by geographic areas of the County. This could be accomplished by differentiated zoning designations or other similar mechanisms.
- *Maintain the Status Quo*: the existing Code Enforcement procedures could continue to be implemented.

Due to concerns expressed by the Planning Commission about applying restrictive code enforcement in the varying settings in the County, staff worked with the Commission to refine the overlay alternative. Based on the input from the Planning Commission, staff recommends that consideration be given to maintaining the existing R-1 and RMH districts, rather than merging them as currently proposed.

There is a relative difference in character between the R-1 and other residential zoning districts. Most single-family residential areas in unincorporated Bishop are zoned R-1, as is a portion of Knight Manor. One exception to this is on the north side of Bishop, where the area north of Lazy A and Highlands Mobile Home Park is currently zoned RMH; the difference in character between this neighborhood and other parts of unincorporated Bishop is apparent. Undeveloped portions of eastern Mustang Mesa are also currently zoned RMH. Elsewhere in the County in residential areas, such as in Independence, Big Pine, Lone Pine, Keeler, Cartago, and portions of Olancho, Tecopa, and Shoshone, most of the existing zoning is RMH. The remaining residential areas are typically zoned Rural Residential (RR) and Multiple Residential (R-2 and R-3). These areas exhibit significant character differences relative to unincorporated Bishop and Knight Manor; generally these relate to consistency of setback, building style, relative age, density, utilization of accessory structures, and outdoor storage.

The current proposal is to merge the R-1 and RMH zoning districts, since there is virtually no difference between them in the Zoning Code. Members of the Planning Commission expressed concern that limitations on outdoor storage proposed in the Updated Code would be unnecessary in many of the more remote areas of the County. The changes being considered in the current Zoning Code proposal for development standards are relatively minor. However, if in the future standards varying throughout the County are deemed appropriate to be applied for outdoor storage and/or other development standards, it might be prudent to maintain the existing RMH zoning due to the difference in character relative to the R-1 zoning district.

Special Event Permits

The Board and the Commission have discussed special event permit issues extensively. Although the proposed section could be eliminated, there appears to be a desire to regulate special events in some manner. Based on the discussion from July 10, staff has incorporated the requirements of Inyo County Code Chapter 5.12 (Outdoor Festivals) into the special event section (refer to Attachment 2), in consultation with the Sheriff.

At its August 22 workshop, the Planning Commission discussed issues related to minor commercial events in residential zones, such as small commercial parties, and the current proposal clarifies these issues, including allowing special event permits for a limited number of such events in R and OS zoning districts. Clarification has also been added to exempt County sponsored events and events at County facilities from the permit requirements, as well as more specific language to recover County costs and other County permit requirements. Discussion with the Treasurer/Tax Collector reveals that there have been issues regarding special events and fee collection; references have been added to address these issues.

The Commission also discussed special event permit fees; staff will need to update the fee schedule for special events (as well as a variety of other issues in the proposed Code). At this time, staff believes that a scaled fee schedule may be appropriate for special event permits, such

as a flat fee for minor special event permits in R zones. However, this system could result in the County not covering its costs in the event of appeals or unusual situations.

ALTERNATIVES: The Board could direct staff to alter the approach to specific issues, or bring back specific issues for more in-depth consideration. Also, the Board previously directed staff to work directly with itself and the Planning Commission on the update; the Board could instead direct staff to form a General Plan Advisory Committee.

OTHER AGENCY INVOLVEMENT: None directly; other County departments and/or outside agencies may be affected during implementation.

FINANCING: Resources from the County's general fund are being utilized for staff to process the updated Zoning Code. Funds for Willdan to prepare the draft Code were allocated from geothermal royalties by operating transfer to the General Fund/Planning Department budget.

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

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

 _____ Date: 1-23-13

Attachments

1. Proposed Code Enforcement Provisions
2. Proposed Special Event Permit Provisions

**Attachment 1 – Draft Code Enforcement Section for Inyo County Zoning Code Update
Board of Supervisors
February 5, 2013**

I. Purpose

This Section establishes provisions that are intended to ensure compliance with the requirements of this Title and any conditions of planning permit approval, to promote the County's planning efforts, and for the protection of the public health, safety, and welfare of the County.

II. Authority to Enforce

- a. The County Administrator, District Attorney, Planning Director, Code Enforcement Officer, Building Official, Public Works Director, or their designee, any duly authorized law enforcement officer, and any official charged with the issuance of licenses and permits (hereinafter individually and/or collectively referred to as "Authorized Official") may enforce the provisions of this Title.
- b. Whenever an Authorized Official becomes aware that a violation of this Title exists on any property located within the County, he or she shall notify the Planning Director or the Planning Director's designee of the violation and cooperate with the Planning Director in the Planning Director's enforcement efforts.

III. Conformance with Zoning Code for Other Permits, Licenses, Certificates

All officials and employees of the County vested with the authority or duty to issue permits shall conform to the provisions of this Title and shall not issue a permit, certificate or license for uses, purposes, buildings or structures in conflict with the provisions of this Title. Any such permit, certificate or license issued in conflict with the provisions of this Title shall be null and void.

IV. Authority to Inspect and Enter Property

All persons authorized to enforce the provisions of this Code are authorized to enter upon any property or premises within the unincorporated areas of the County to ascertain whether the property or premises is in compliance with this Code, and to make any inspection as may be necessary in the performance of their enforcement duties. These inspections may include the taking of photographs, samples, or other physical evidence, and the making of video and/or audio recordings. All such entries and inspections shall be done in a reasonable manner. If an owner, lawful occupant, or the respective agent, employee, or representative thereof refuses permission to enter and/or inspect, the County, acting by and through such persons authorized to enforce this Code, may seek an administrative inspection warrant pursuant to the procedures provided by California Code of Civil Procedure Section 1822.50 through 1822.59, as may be amended from time to time, or the successor provisions thereto.

V. Violation of Code Declared Public Nuisance

- a. Use of Land

Any use of land that is not allowed by this Title (either as a matter of right or through the application of the appropriate land use approval or permit) and/or which is conducted without first obtaining all permits and/or licenses otherwise required pursuant to all applicable State and/or federal laws and/or other provisions of the Inyo County Code (and thereafter maintaining each such permit and/or license so as to remain legally valid at all times) is hereby declared unlawful and a public nuisance.

b. Use, Occupancy, and Development of Structures

Any structure used or occupied in a manner not allowed by this Title (either as a matter of right or through the application of the appropriate land use approval or permit) and/or which is used or occupied without first obtaining all permits and/or licenses otherwise required pursuant to all applicable State and/or federal laws and/or other provisions of the Inyo County Code (and thereafter maintaining each such permit and/or license so as to remain legally valid at all times), and/or is abandoned or distressed, is hereby declared unlawful and a public nuisance.

c. Land Use Approval

Any property not in compliance with an applicable condition of approval imposed upon any land use approval, authorization, permit, variance, or other planning entitlement is hereby declared to be unlawful and a public nuisance.

d. Public Nuisance

Any violation of an order pursuant to this Section shall constitute a misdemeanor and a public nuisance, and shall be subject to the remedies and penalties established by the County Code and this Section.

VI. Continuing and/or Repeat Violations

a. Continuing Violations

A continuing violation of this Title is deemed a separate violation for each and every day that such violation exists. Any of the violations set forth in this Title constitutes a criminal act and is punishable pursuant to ordinances of the County and the laws of the State; provided however, that the County retains any and all civil remedies including the right of civil injunction for the prevention of the violation and for the recovery of money damages therefor.

b. Repeat Violations

A repeated violation of this Title is deemed a separate violation for each and every day that such violation exists, including days during a previous violation episode. Any of the violations set forth in this Title constitutes a criminal act and is punishable pursuant to ordinances of the County and the laws of the State; provided however, that the County retains any and all civil remedies including the

right of civil injunction for the prevention of the violation and for the recovery of money damages therefor.

VII. Remedies

All remedies provided for herein shall be cumulative and not exclusive. The conviction and punishment of any person hereunder, shall not relieve such person from the responsibility of correcting prohibited conditions or removing prohibited buildings, structures or improvements, nor prevent the enforced correction or removal thereof.

VIII. Enforcement

a. Notices, Orders, and Citations

This Title may be enforced through the issuance of various notices and orders pertaining to any land use; or to any addition, alteration, construction, conversion, enlargement, installation, moving, reconstruction, rehabilitation of any structure; or to any use of any structure; that is contrary to any provision of this Title as provided herein, or as otherwise provided under various provisions of the other Titles of the Inyo County Code. Such notices may include, without limitation, notice of violation, notice to correct, notice to vacate, and stop work orders. This Title may also be enforced through the use of administrative citations issued pursuant to Government Code Section 53069.4 and the provisions of the Inyo County Code adopted pursuant to the authority conferred by Government Code Section 53069.4; or through the use of criminal citations issued pursuant to Penal Code Section 836.5 and in the manner specified by any other Title of the Inyo County code.

b. Enforcement Remedies Are Cumulative and Discretionary, Not Exclusive

All remedies contained in this Title for the handling of violations or enforcement of the provisions of this Title shall be discretionary and cumulative, and not exclusive of any other applicable provisions of the County Code or other applicable State law. The County, at its sole discretion and acting through the officials designated in this Section and in consultation with the Office of County Counsel, may enforce this Title through the application of criminal, civil, and administrative remedies as set forth in this Section. In the exercise of such discretion in selecting an appropriate code enforcement remedy, the County shall not be required to institute available code enforcement remedies in any particular order, or to prefer the application of one remedy to another.

c. Criminal Actions

- i. Notwithstanding any other provision of the County Code, each person violating, causing, or allowing a violation of any provision of this Title or any permit or condition of approval granted pursuant thereto, shall be guilty of an infraction, unless the violation is specifically declared to be a misdemeanor.

- ii. Every violation of any provision of this Title, or of any permit issued pursuant to this Title (including any of the conditions of approval for such permit) that is prosecuted as an infraction shall be punished, upon conviction or upon a plea of nolo contendere (commonly called no contest), by:
 - (a) a base fine not exceeding \$100 for a first violation;
 - (b) a base fine not exceeding \$200 for a second violation of the same Code Section or permit (or any of the conditions of approval) occurring on the same property and committed by the same person within one year; and
 - (c) a base fine not exceeding \$500 for each additional violation of the same Code Section or permit (or any of the conditions of approval) occurring on the same property and committed by the same person within one year.

Continuing and repeat violations are separate violations as set out in [REDACTED] above. Any court costs that the court may otherwise be required to impose pursuant to applicable state law or local ordinance shall be imposed in addition to the base fine. Notwithstanding the above, a first or subsequent violation of this Title may be charged and prosecuted as a misdemeanor.

- iii. A misdemeanor shall be punished, upon conviction or upon a plea of nolo contendere (commonly called no contest), by a base fine of not less than \$500 and not more than \$1,000, or by imprisonment in the County jail for a period of not more than six months, or by both such base fine and imprisonment. Any court costs that the court may otherwise be required to impose pursuant to applicable state law or local ordinance shall be imposed in addition to the base fine.
- iv. The conviction and punishment of any person of an offense as described in this Section or the payment of a criminal fine by or on behalf of the person convicted, shall not relieve that person from the responsibility for correcting, removing, or abating the violation that resulted in the conviction; nor prevent the enforced correction, removal or abatement thereof by the County. The correction, removal, or abatement of a violation begun after the issuance of a criminal citation or the filing of a criminal complaint shall not be a defense to the infraction or misdemeanor so charged and, following a conviction or plea of nolo contendere, shall not be grounds for the dismissal of the action or the waiver, stay, or reduction of any fine established in this Section.

b. Civil Actions

i. Injunctive Relief and Abatement

At the request of any person authorized to enforce this Title, the County Counsel or District Attorney may commence proceedings for the abatement, removal, correction and enjoinder of any act or omission that constitutes or will constitute a violation of this Title or any permit or land use approval granted pursuant thereto, and for an order requiring the violator(s) to pay civil penalties and/or abatement costs. Where multiple violators are involved, they shall be jointly and severally liable for the civil penalties and/or abatement costs.

ii. Civil Remedies and Penalties

Any person, whether acting as principal, agent, employee, owner, lessor, lessee, tenant, occupant, operator, contractor, or otherwise, who violates any provision of this Title or any permit or any condition of land use approval granted pursuant thereto, shall be liable for a civil penalty not to exceed \$1,000.00 per violation for each day or any portion thereof, that the violation continues to exist. In determining the amount of civil penalty to be imposed, both as to the daily rate and the subsequent total amount for any given violation, the court shall consider all relevant circumstances, including, but not limited to, the extent of the harm caused by the conduct constituting the violation, the nature and persistence of such conduct, the length of time over which the conduct occurred or was repeated, the assets, liabilities, and net worth of the violator, whether a corporate entity or an individual, and any corrective action taken by the violator.

iii. Attorney's Fees

In any civil action, administrative proceeding [excluding administrative citations issued pursuant to [REDACTED] (Administrative Actions)], or special proceeding to abate a public nuisance, whether by seeking injunctive relief and/or an abatement order, or other order; attorney's fees may be recovered by the prevailing party and shall not exceed the amount of reasonable attorney's fees incurred by the County in that action or proceeding (Government Code Section 25845).

c. Abatement

Once the Director follows the procedures set forth herein and the time for compliance has lapsed, if the violations remain, the nuisance conditions may be abated by County personnel or by a private contractor. The Director shall provide ten (10) days written notice by certified mail or other method to verify delivery to the property owner prior to commencing abatement operations.

d. Administrative Actions

i. Application

All violations of any provision of this Title or any permit or land use approval granted pursuant thereto are subject to enforcement through the use of administrative citations in accordance with Government Code Section 53069.4 and this Section. The following

procedures shall govern the imposition, enforcement, collection, administrative, and judicial review of administrative citations and penalties.

ii. Pre-Administrative Citation Correction

(a) Verbal Warning

The Planning Director shall attempt to contact the property owner via telephone or other means, to inform the property owner about the violation, educate the property owner about the consequences of continuing to violate this Title, and direct the property owner to cease the violation.

(b) Written Correction Notices

If the verbal warning does not result in correction of the violation in a reasonable period of time, typically one (1) month, the Planning Director shall notify the property owner by certified mail or other appropriate means to confirm receipt to educate the property owner about the violation and the consequences of continuing to violate this Title, and direct the property owner to cease the violation. The Planning Director shall specify a reasonable period of time to correct the violation, based on the specific circumstances of the case, after which an Administrative Citation will be issued.

iii. Administrative Citation

In the event the violation has not been corrected after the Planning Department has complied with [REDACTED], above, the Planning Director may issue an administrative citation, which shall be issued on a form prepared in consultation with County Counsel. The administrative citation shall contain the following information:

- (a) Date and location of the violation and the approximate time, if applicable, that the violation was observed.
- (b) Identity of each violation by the applicable section number of this code and by either the section's title or a brief descriptive caption; or by reference to the applicable permit or land use approval and describing the condition violated.
- (c) Description of the action required to correct the violation(s).
- (d) Requirement that the responsible party immediately correct the violation and an explanation of the consequences of failure to correct the violation.

- (e) Impose a penalty for the violation unless it is a "warning only" citation, and state the amount of the penalty including any payment of fees pursuant to [REDACTED] of this Code. Multiple violations may be listed on the same citation form. In the event of multiple violations, the administrative citation shall list the penalty amount for each violation and the total amount of all of the penalties.
- (f) A notation box for the enforcement officer to indicate whether or not the citation is issued as a "warning only" and without penalty. The administrative citation shall also include a notation box for the enforcement officer to indicate that the penalty will be waived if the violation is corrected by the compliance deadline date indicated on the citation form.
- (g) Explanation of how the penalties shall be paid and the time period by which it shall be paid, and the consequences of failure to pay the penalty within this time period.
- (h) All appeal rights and instructions on how to appeal the citation.
- (i) The printed name and the signature of the enforcement officer and the signature of the responsible party, if he/she can be located, as set forth in subsection (c) below.

iv. Service of Citation

- (a) If the responsible party is present at the scene of the violation, the enforcement officer shall attempt to obtain their signature on the administrative citation and shall deliver a copy of the administrative citation to them.
- (b) If the responsible party is a business, and the business owner is on the premises, the enforcement officer shall attempt to deliver the administrative citation to the business owner. If the enforcement officer is unable to serve the business owner on the premises and the enforcement officer can only locate the manager or on-site supervisor, the administrative citation may be issued in the name of the business and a copy given to the manager or on-site supervisor. A copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested. If a copy of the administrative citation that is sent by certified mail is returned by the United States Postal Service unsigned or marked "unclaimed" and/or "refused", then service by first class mail shall be deemed effective.

- (c) If no one can be located at the property, then a copy of the administrative citation shall be posted in a conspicuous place on or near that property and a copy mailed by certified mail, return receipt requested, to each responsible party at their last known addresses as they appear on the last County equalized assessment role, or other available public records related to title or ownership of the property that is the subject of the administrative citation. If the copy of the administrative citation sent by certified mail to a responsible party is returned by the United States Postal Service with the mail receipt unsigned, or marked "unclaimed" and/or "refused", then service by first class mail shall be deemed effective.
- (d) The failure of any responsible party to receive a copy of the administrative citation shall not affect the validity of the proceedings.

v. Administrative Penalties

- (a) Unless otherwise provided in this code, the amount of penalty to be imposed for a violation of this code and assessed by means of an administrative citation shall be one hundred dollars (\$100.00) for the first occurrence of a violation; two hundred dollars (\$200.00) for the second occurrence of the same violation occurring on the same property; and five hundred dollars (\$500.00) for the third and each subsequent occurrence of the same violation occurring on the same property. Continuing and repeat violations are separate violations as set out in [REDACTED] above. Notwithstanding this paragraph, the amount of penalty to be assessed by means of an administrative citation may be established by resolution of the Board of Supervisors.
- (b) If the violation is not corrected, additional administrative citations may be issued for the same violation. The amount of the penalty shall increase at the rate specified above.
 - (i) Payment of the penalty shall not excuse failure to correct the violation nor shall it bar further enforcement action by the County.
 - (ii) The penalties assessed shall be payable to the County by the compliance deadline indicated on the Administrative Citation.
 - (iii) Except as provided below, any person who fails to pay to the County any penalty imposed pursuant to the provisions of this Chapter on or before the date

that the penalty is due shall also be liable for the payment of any applicable late payment charges as established by the Board.

- (iv) The County may collect any past due administrative citation penalty or late payment charge by use of any available legal means, including without limitation, the filing of a notice of lien, describing the real property affected and the amount of the costs, penalties or damages to the County Auditor, who shall place the amount thereof on the assessment role as a special assessment to be paid with County taxes, unless sooner paid. The County may also recover its collection costs. A judgment or award of such costs, penalties or damages may also be enforced in other manner provided by law.
- (v) The County may also recover administrative costs for defending the citation at the appeal hearing.

vi. Appeal of Administrative Citation

(a) Notice of Appeal.

A responsible party may appeal the administrative citation by filing a written notice of appeal with the department that issued the administrative citation. The written notice of appeal must be filed within fifteen (15) calendar days of the date the administrative citation was served in a manner set forth in [REDACTED]. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall contain the following information:

- (i) A brief statement setting forth the appealing responsible party's (hereinafter appellant) interest in the proceedings;
- (ii) A brief statement of the material facts, which the appellant claims supports their contention that no administrative penalties should be imposed or that an administrative penalty of a different amount is warranted under the circumstances;
- (iii) An address at which the appellant agrees that notice of any additional proceeding, or an order relating to the imposition of an administrative citation penalty, shall be received by the appellant by mail;

(iv) The signature of the appellant.

vii. Administrative Hearing

Upon a timely, written notice of appeal by the appellant, an administrative hearing shall be held as follows:

(a) Hearing Date

The date of the hearing shall be set for the next Planning Commission meeting. Payment of the penalty will be tolled from the date of the notice of appeal until a decision is issued by the Planning Commission.

(b) Notice of Hearing

Notice of the administrative hearing shall be given at least 10 calendar days before the hearing to the appellant. The notice may be delivered to the appellant or mailed by first class mail to the address listed in the notice of appeal.

(c) Planning Commission

The administrative hearing shall be held the Planning Commission.

viii. Conduct of the Hearing

(a) The contents of the Planning Department's file in the case shall be admitted as prima facie evidence of the facts stated therein. The Planning Commission shall not be limited by the technical rules of evidence. The Planning Department shall bear the burden of proof at the administrative hearing to establish the existence of a violation of this code by a preponderance of the evidence.

(b) If the appellant requesting the administrative hearing fails to appear at the hearing, the Planning Commission shall make its determination based on the information contained in the Planning Department's file in the case and the appellant's notice of appeal.

(c) The only evidence that shall be permitted at the administrative hearing and considered by the Planning Commission in reaching a decision is that evidence which is relevant to the proof or disproof of:

(i) Ownership of the subject property, when applicable;

- (ii) Whether a person noticed by the issuing department as a responsible party is, in fact, a responsible party;
 - (iii) Whether a violation of this code occurred and/or continues to occur on the date or dates specified in the administrative citation;
 - (iv) Whether the responsible party has committed, caused, maintained, or permitted a violation of this code on the date or dates specified on the administrative citation.
 - (v) The reasonableness of any penalty and costs and the responsible party's ability to pay the penalty and costs.
- ix. Planning Commission's Decision
- (a) After considering all the testimony and evidence submitted at the hearing, the Planning Commission shall promptly issue a written decision ("Administrative Citation Appeal Ruling") to uphold or cancel the administrative citation and shall list in the decision the reasons for that decision.
 - (b) If the Planning Commission determines that the administrative citation should be upheld, it may modify or reduce any penalty assessed in the administrative citation but shall have no authority to waive any action which may be necessary to correct the violation. The Planning Commission may modify or reduce any fees required by [REDACTED], however those fees shall not fall below the level of fees mandated by [REDACTED]
 - (c) If the administrative citation has been upheld, the Planning Commission may allow payment of the administrative penalty in installments, if the appellant has provided evidence satisfactory to the Planning Commission of an inability to pay the penalty in full.
 - (d) If the Planning Commission denies the administrative citation, then no penalty shall be assessed and any penalty otherwise deposited with the issuing department shall be promptly refunded to the appellant.
 - (e) The appellant shall be served with a copy of the Planning Commission's written decision either at the conclusion of the hearing or by first class mail. The Planning Commission's written decision shall become final when served and if mailed, on the date of mailing.

- (f) The Planning Commission's written decision shall contain instructions for obtaining judicial review of the decision pursuant to California Government Code Section 53069.4, as that section may be from time to time amended, or the successor provision thereto.
 - (g) If the administrative citation is upheld, the Planning Commission shall award the costs of the County's enforcement and defense of the citation as outlined in full in an itemized summary of costs presented at the hearing, including cost of the actual time spent to conduct the hearing.
- x. **Judicial Review of Administrative Planning Commission's Decision**
- (a) **Notice of Appeal**

Within 20 calendar days of the date of the delivery or mailing of the Planning Commission's decision to the appellant, the appellant (hereafter "contestant") may contest that decision by filing an appeal to be heard by the Superior Court, and paying the filing fee set forth at Government Code Section 53069.4, or the successor provision thereto. The failure to file the written appeal and to pay the filing fee within this period shall constitute a waiver of the right to an appeal and the decision shall be deemed confirmed. The contestant shall serve a copy of the notice of appeal in person or by first class mail upon the Planning Department.
 - (b) **The Superior Court Appeal Hearing**

The conduct of the appeal before the superior court is a subordinate judicial duty and may be performed by traffic trial commissioners and other subordinate judicial officers at the direction of the presiding judge at the superior court. The appeal shall be heard de novo, except that the contents of the Planning Department's file in the case shall be received in evidence. A copy of the document or instrument of the Planning Department providing notice of the violation and imposition of the administrative penalty (i.e., the administrative citation) shall be admitted into evidence as prima facie evidence of the facts stated therein. The court shall request that the Planning Department's file in the case be forwarded to the court, to be received within 15 calendar days of the request.
 - (c) **Judgment**

The court shall retain the filing fee regardless of the outcome of the appeal. If the court finds in favor of the contestant, the amount of the fee shall be reimbursed to the contestant by the Planning Department. Any deposit of the administrative penalty shall be refunded by the Planning Department in accordance with the judgment of the court. If the administrative penalty has not been deposited and the decision of the court is against the contestant and in favor of the Planning Department, the Planning Department may proceed to collect the penalty pursuant to the procedures set forth in this Chapter, or in any other manner provided by law.

(d) Filing of a Notice of Pendency

Whenever the County institutes a judicial action or proceeding to enforce this Title, a Notice of Pendency of the action or proceeding may be filed with the County Recorder's Office. The notice shall be filed at the time of the commencement of the action or proceeding, and upon recordation of the notice as provided in this Section, shall have the same effect as a notice recorded in compliance with Section 409 of the State Code of Civil Procedure.

- (i) The County Recorder shall record and index the Notice of Pendency of action or proceeding in the Grantor/Grantee Index.
- (ii) Any Notice of Pendency of action or proceeding filed in compliance with this Section may, upon motion of a party to the action or proceeding, be vacated upon an appropriate showing of need therefore by an order of a judge of the court in which the action or proceeding is pending.
 - A. A certified copy of the "Order to Vacate Notice of Pendency" may be recorded with the County Recorder's Office, and upon the recordation, the Notice of Pendency of the action or proceeding shall not constitute constructive notice of any of the matters contained therein nor create any duty of inquiry in any person thereafter dealing with the property described therein.
 - B. An "Order to Vacate Notice of Pendency" shall not be appealable, but the party aggrieved by the order may, within 20 days after service of written notice of the order, or within additional time not exceeding 20 days as the court may, within the original 20 days

allow, but in no event later than 60 days after entry of the order, petition the proper reviewing court to review the order by Writ of Mandate.

- C. No "Order to Vacate Notice of Pendency" shall be effective, nor shall it be recorded with the County Recorder's Office, until the time within which a petition for the filing of a Writ of Mandate has expired in compliance with this Section.

(e) Filing Notice of Action

Whenever an enforcement action is initiated and prior to filing a Notice of Pendency, the Planning Department may pursuant to Government Code Section 27280, file with the County Recorder's Office a notice of action identifying the enforcement action taken for violation of this Title or other applicable law.

(f) Recovery of Administrative Penalties and Costs

This Section establishes procedures for the recovery of penalties imposed for violations as provided for in this Section and for costs, including Planning Department and other County staff time, including the District Attorney and County Counsel staff time, materials, equipment, and other costs, including abatement costs, expended on the enforcement of the provisions of this Title to correct a violation. The intent of this Section is to recover County costs reasonably related to enforcement.

(i) Record of Costs

The Planning Department shall maintain records of all costs incurred by responsible County departments associated with the processing of violations and enforcement of this Title, and shall recover the costs from the property owner in compliance with this Section.

(ii) Summary of Costs and Notice

At the conclusion of the case, the Director shall calculate the costs of the case relative to the fines received. If the costs exceed the fines, the Planning Director shall send a summary of costs associated with enforcement to the owner and/or person having possession or control of the property by certified mail or other method that ensures

receipt. The summary shall include a notice in a form approved by the County Counsel, advising the responsible party of their right to appeal the decision as provided for in this Title, and that if no request for hearing is filed, the responsible party will be liable for the charges. In the event that no request for hearing is timely filed or, after a hearing the Planning Commission affirms the validity of the costs or determines alternative costs, the property owner or person in control shall be liable to the County in the amount stated in the summary.

(iii) **Method of Recover of Administrative Penalties**

The County may collect any past due administrative citation penalty or late payment charged by use of any available legal means, including without limitation, the filing of a notice of lien, describing the real property affected and the amount of the costs, penalties or damages to the County Auditor, who shall place the amount thereof on the assessment role as a special assessment to be paid with County taxes, unless sooner paid. The County may also recover its costs. A judgment or award of such costs, penalties or damages may also be enforced in other manner provided by law.

(iv) **Attorney's Fees**

In any action or administrative proceeding or special proceeding to abate a nuisance, whether by seeking injunctive relief and/or an abatement order, or other order; attorney's fees may be recovered by the prevailing party and shall not exceed the amount of reasonable attorney's fees incurred by the County in that action or proceeding (Government Code Section 25845).

(v) **Request for Hearing on Costs**

Any property owner, or other person having possession and control of the subject property, who receives a summary of costs shall have the right to an appeal before the Planning Commission on their objections to the proposed costs.

- A. A written request for hearing shall be filed with the Department as required for an appeal, and the case shall be processed as an appeal.

- B. In determining the validity of the costs, the Planning Commission shall consider whether total costs are reasonable in the circumstances of the case. Factors to be considered include:
- (I) Whether the present owner created the violation(s);
 - (II) Whether there is a present ability to correct the violation(s);
 - (III) Whether the owner promptly corrected the violation(s);
 - (IV) The degree of cooperation provided by the owner; and
 - (V) Whether reasonable minds can differ as to whether a violation(s) exists.

Attachment 2

Draft Special Event Zoning Code Regulations

18.02.100 SPECIAL EVENT PERMIT

1. Purpose and Intent

A special event permit is intended to allow for the short-term placement of activities with appropriate regulations so that such activities will be compatible with the surrounding areas.

2. Authority

Authority for approval of special event permits shall be vested with the Planning Director. A special event permit shall not be required for events that occur in permitted or conditionally permitted theaters, stadia, meeting halls, or other permanent public assembly facilities. A special event may be subject to additional permits, other County department approvals, licenses, and inspections as required by this Title or any other applicable laws and regulations.

3. Permitted Special Events

Table 2.A below identifies those special events subject to the issuance of a special event permit.

**Table 2A
Special Event Criteria**

Uses	Zones	Maximum Days per Year	Maximum Occurrences Per Year
Non-commercial tent meeting	All Zones	48	48
Commercial circus with tent	Public, Commercial, and Industrial	20	4
Commercial or non-commercial carnival, fair, concert, exhibit, festival, Outdoor Festival, or similar event outdoors or in temporary enclosure(s)	Public, Open Space Commercial, and Industrial	20	6
Commercial and non-commercial holiday sales, such as pumpkin or Christmas tree sales, and incidental sales of Christmas lights, tree stands and decoration, but excluding gift items	Public, Open Space, Commercial, and Industrial	30	4

4. Applications for Special Event Permits

Applications for special event shall be on a form prescribed by the Planning Department and shall include the consent of the property owner. Information necessary to process the permit is generally based on the size, duration, and frequency of the special event. Information needed to process the application may include site plans, emergency access and evacuation plans, parking

and traffic control plans, lighting plans, sanitation plans, medical plans, potable water plans, proof of consultation with safety agencies (such as the Sheriff, fire protection agencies, Public Works Department, and Environmental Health Department), proof of insurance, and other information as appropriate.

5. Criteria for Special Event Permit Issuance

The Planning Director shall consider the following criteria in rendering its decision relative to a special event permit application:

- a. The operation of the requested special event at the location proposed and within the time period specified will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare;
- b. The proposed site is adequate in size and shape to accommodate the special event without being materially detrimental to the use and enjoyment of other properties located adjacent to and in the vicinity of the site;
- c. The proposed site is adequately served by streets or highways having sufficient width and improvements to accommodate the kind and quantity of traffic that the special event will or could reasonably be expected to generate; and
- d. Adequate temporary parking to accommodate vehicular traffic to be generated by the special event will be available either on site or at alternate locations acceptable to the Planning Agency.

6. Specific Requirements for Outdoor Festivals

In addition to the findings and conditions specified herein, the following requirements apply to Outdoor Festivals.

- a. Approval in writing on a form prescribed by the Planning Director shall be obtained from the Sheriff, Environmental Health Department, and Public Works Department for those aspects of the event within each department's jurisdiction prior to issuance of the Special Event Permit.
- b. A copy of the Acceptance of Conditions Form shall be kept at the Outdoor Festival for the duration of the event and made available for inspection upon request.

7. Conditions of Approval

In approving an application for a special event permit, the Planning Agency may impose conditions that are deemed necessary to ensure that the permit will be applied in accordance with the criteria outlined above. These conditions may involve any factors affecting the operation of the special event, and may include, but are not limited to:

- a. Provision of temporary parking facilities, including vehicular ingress and egress;
- b. Regulation of nuisance factors such as, but not limited to, prevention of glare or direct illumination of adjacent properties, noise, vibration, smoke, dust, dirt, odors, gases, and heat;

- c. Regulation of temporary buildings, structures, and facilities, including placement, height and size, location of equipment and open spaces, including buffer areas and other yards;
- d. Provision of sanitary and medical facilities;
- e. Provision of solid waste collection and disposal;
- f. Police and fire concerns;
- g. Provision of security and safety measures;
- h. Regulation of signs;
- i. Regulation of operating hours and days, including limitation of the duration of the special event to a shorter time period than that requested;
- j. Submission of a performance bond or other surety device to assure that any temporary facilities or structures used for the proposed special event will be removed from the site within a reasonable time following the event and that the property will be restored to its former conditions;
- k. Submission of a site plan indicating any information required by this Code;
- l. A requirement that the approval of the requested special event permit is contingent upon compliance with this Title and with other applicable provisions of other ordinances;
- m. Other conditions that will ensure the operation of the proposed special event in an orderly and efficient manner and in accordance with the intent and purpose of this Chapter; and
- n. Liability insurance of the type and in the amount required by the County.

8. Violations-Remedies for Outdoor Festivals

- a. It is unlawful for any licensee, employee, agent or persons associated with a Special Event Permit to do any of the following:
 - i. Conduct or operate an Outdoor Festival without first securing a Special Event Permit to do so;
 - ii. Sell tickets to an Outdoor Festival without a Special Event Permit first having been obtained;
 - iii. Operate, conduct or carry on any Outdoor Festival in such a manner as to create a public or private nuisance;
 - iv. Exhibit, show or conduct within the place of an Outdoor Festival any obscene, indecent, vulgar or lewd exhibition, show, play, entertainment or exhibit, no matter by what name designated;
 - v. Allow any person on the premises of the permitted Outdoor Festival to cause or create a disturbance in, around or near any place of the Outdoor Festival, by offensive or disorderly conduct;

vi. Knowingly allow any person at the permitted Outdoor Festival to use, sell or be in possession of any narcotic or dangerous drug while in and around or near a place of the Outdoor Festival.

b. Any of the violations set forth in subsection a of this section constitutes a criminal act and is punishable pursuant to ordinances of the county and the laws of the state; provided however, that the county retains any and all civil remedies including the right of civil injunction for the prevention of the violation and for the recovery of money damages therefor.

9. Notice

At least 10 (ten) days prior to making a decision regarding a Special Event Permit, the Planning Director shall issue a notice describing the application and the anticipated date of the decision. The notice shall be distributed as specified by Section [REDACTED] except that no hearing shall be required. The Notice for Outdoor Festivals shall be distributed to the County Administrator, Sheriff, Public Works Department, Environmental Health Department, any fire protection agencies with jurisdiction, and other agencies as may be appropriate based on the location and size of the proposed Outdoor Festival.

10. Acceptance of Conditions

A special event permit shall not become effective for any purpose unless an "Acceptance of Conditions" form has been signed by the applicant and returned to the Planning Department and no appeal consistent with the provisions of this Title has been filed.

11. Cancellation of a Special Event Permit

a. Noncompliance with the conditions set forth in approving the special event permit shall be grounds for the Planning Director to cancel and void any such special event permit.

c. The Planning Director shall give notice of such an action to the permittee. The permittee may appeal such a decision to the Planning Commission by filing an appeal consistent with this provisions of this Title.

12. Exceptions

The following uses and activities are exempt from the permit requirements of this subsection.

a. Non-commercial gatherings or parties in compliance with County noise regulations;

b. Up to six (6) days per 12-month period per parcel in R zones of garage sales, non-commercial outdoor gatherings or parties with temporary tents or play equipment, and/or other similar temporary outdoor activities, uses, and structures common in residential neighborhoods in compliance with the Building Code, County noise regulations, and other relevant rules and regulations;

c. Temporary outdoor uses, activities, and structures associated with an established permitted, conditionally permitted, and/or legal non-conforming uses in non-R zones consistent with the Building Code, County noise and environmental health regulations, and other applicable rules and regulations. Examples include, but are not limited to, outdoor retail sales and dining in C zones, commercial gatherings or parties in C and M zones, and laydown of equipment, shipments, and other materials prior to storage in C and M zones; and

d. Public voting places.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18-19-20
21-22-23
24-25-26

- Consent, Departmental, Correspondence Action, Public Hearing, Scheduled Time for, X Closed Session, Informational

FROM: COUNTY COUNSEL
FOR THE BOARD MEETING OF: FEBRUARY 12, 2013
SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)] - Center for Biological Diversity, a non-profit public interest corporation; Public Employees for Environmental Responsibility, a national non-profit alliance of local, state, and federal resource professions, v. Inyo County and Inyo County Board of Supervisors, Inyo County Superior Court Case No. SICVPT 12-53821

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)]. City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al. Inyo County Superior Court Case No. 12908; Blackrock 94 Dispute Resolution

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)]. Application for Certification for the HIDDEN HILLS SOLAR ELECTRIC GENERATING SYSTEM - Before the Energy Resources Conservation and Development Commission of the State of California Docket No. 11-AFC-02 (Bright Source)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(b)(3)]. - Significant Exposure to Potential Litigation (one case).

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: Labor Relations Administrator, Sue Dishion, Information Services Director, Brandon Shults, and Planning Director Josh Hart.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director Child Support Services Susanne Rizo, and Chief Probation Officer Jeff Thomson.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

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.)

Signature: [Handwritten Signature] Approved: - Date: 2-6-13

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

Signature: [Handwritten Signature] Date: 2-6-13