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 19, 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.

HEALTH AND HUMAN SERVICES

4. ***Social Services*** - Request approval to pay County Medical Services Program (CMSP) Governing Board participation fees for FY 2012-13 in an amount not to exceed $18,950.

5. ***Health Services*** – Request Board ratify the 2012/2013 Children's Medical Services (CMS) Plan and budgets; and authorize the chairperson to sign the Certification Statements.

WATER DEPARTMENT

6. Request approval of the following to assist with the Green Book Revision effort being conducted by the Inyo County Water Department (County) and the City of Los Angeles Department of Water and Power (LADWP) under the framework and procedures for developing revisions to the Green Book as endorsed by the Inyo/Los Angeles Standing Committee, November 27, 2006: A) the Cooperative Studies Funding agreement between the County, LADWP, and Susan Carpenter to act as facilitator; and authorize the County Administrator to sign; B) the Cooperative Studies Funding Agreement between the County, LADWP, and the Ecological Society of America to act as a facilitator; and authorize the County Administrator to sign; C) the MOU between the County, LADWP, and Susan Carpenter to act as facilitator and authorize the Water Director to sign; and D) the MOU between the County, LADWP, and the Ecological Society of America to act as facilitiator; and authorize the Water Director to sign.

ROAD DEPARTMENT

7. Request approval to purchase two new Bear, Dual Street Sweepers from Haaker Equipment company in an amount not to exceed $547,985.52, including sales tax and excluding license fees or delivery charge.

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

8. ***CHILD SUPPORT SERVICES*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Child Support Officer position exists, as certified by the Director of Child Support Services and concurred with by the County Administrator and Auditor-Controller; B) and where if the County was facing layoffs, the Child Support Officer 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 Child Support Officer I, at Range 57 ($3,046 – $3,701) or II at Range 60 ($3,271 – $3,973) depending upon qualifications.

9. ***HEALTH AND HUMAN SERVICES – Social Services*** – Request Board authorize the Department to extend the temporary employment of one Health and Human Services Specialist (HHSS) at Range 053PT, Step A ($14.89/hr.) for a period not to exceed five months in calendar year 2013.

10. ***PUBLIC WORKS*** – Request Board

    A) approve the Contract between the County of Inyo and CSRC&DC for the provision of grant funds from the California Department of Water Resources for the CSA-2 Sewer System Improvement Project; authorize the Chairperson to sign and authorize the Public Works Director to sign all other contract documents, including change orders to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law;

    B) amend the FY 2012-13 County Services Area No. 2 Budget Unit 810001 by increasing estimated revenues in State Grants *(Revenue Code #4498)* by $310,895 and Operating Transfers In *(Revenue Code #4998)* by $131,504 and increasing appropriations in External Charges *(Object Code #5124)* by $87,301; Professional Services *(Object Code #5265)* by $110,000, General Operating Expense *(Object Code #5311)* by $15,422, and Construction in Progress *(Object Code #5700)* by $229,656 *(4/5's vote required);* and

    C) amend the FY 2012-13 County Services Area No. 2 ACO Budget Unit 810101 by increasing appropriations in Operating Transfers Out *(Object Code #5801)* by $130,504 *(4/5's vote required)*.

11. ***PUBLIC WORKS*** – Request Board

    A) approve the Contract between the County of Inyo and CSRC&D for the provision of grant funds in the amount of $62,708 with a County match value of $20,392, from the California Department of Water Resources for the SCADA Improvement Project; authorize the Chairperson to sign; and authorize the Public Works Director to sign all other contract documents, including change orders to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law; and

    B) authorize the creation of the SCADA Upgrade Budget *(Budget Unit number to be assigned by the Auditor)* and amend the FY 2012-13 SCADA Update Budget Unit *(number as assigned by the Auditor)* by increasing estimated revenue in State Grants *(Revenue Code #4498)* by $62,708 and External Intergovernment Charges *(Revenue Code #4824)* by $20,392; and increase appropriations in External Charges *(Object Code #5124)* by $29,400 and Professional Services *(Object Code #5265)* by $53,700 *(4/5's vote required)*.

12. ***PLANNING*** – Request Board discuss and provide direction regarding attendance at the National Brownfields Conference in Atlanta, GA May 15-17, 2013.

13. ***WATER DEPARTMENT*** – Request 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.

14. ***COUNTY ADMINISTRATOR – AUDITOR/CONTROLLER*** – Request Board recognize $2,605 in additional revenue from the State Board of Equalization to pay MuniServices invoice for quarterly Sales and Use Tax Audit Services by amending the FY 2012-13 County Budget by increasing revenue in the General Revenue and Expenditures Budget Unit 011900 Sales Tax *(Revenue Code #4062)* by $2,605 and increasing appropriations in Professional and Special Services *(Object Code #5265)* by $2,605. *(4/5's vote required)*

15. ***COUNTY ADMINISTRATOR*** – Request approval of Amendment #5 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building, between the County of Inyo and Joseph Enterprises, extending Phase 1 expiration date to May 31, 2013; and authorize the County Administrator to sign, contingent upon the appropriate signatures being obtained.

16. ***CLERK OF THE BOARD*** – Request approval of the minutes of the Board of Supervisors Meetings as follows: A) the regular meeting of February 5, 2013; and B) the Special Meeting of February 7, 2013.

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

11:30 a.m. 17. ***PUBLIC WORKS*** – Request Board enact 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.

1:00 p.m. 18. ***PLANNING*** – Request Board

A) conduct a Public Hearing regarding the General Plan Amendment No. 2010-01 (Crystal Geyser Roxane), Zone Reclassification No. 2010-02 (Crystal Geyser Roxane), Reversion of Acreage No. 2012-01 (Crystal Geyser Roxane), an ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2010-02 (Crystal Geyser Roxane) and Amending the Zoning Map of the County of Inyo, by Reclassifying an Approximately 23.6-Acre Portion of the 420-Acre Parcel Located Adjacent (on the south) to the Community of Cartago, on the East Side of U.S. Highway 395, from Open Space, 40-Acre Minimum (OS-40) and Rural Residential (RR) to Light Industrial (M-2) and an approximately 6.8-Acre Portion of the Parcel from RR to OS-40; and Appeal Nos. 2012-01 (Elton Family Trust), 2012-02 (Cartago Mutual Water Company); and 2012-03 (Owens Valley Committee/Sierra Club);

B) review and approve a Resolution making certain findings with respect to and denying Appeal No. 2012-01 (Elton Family Trust);

C) review and approve a Resolution making certain findings with respect to and denying Appeal No. 2012-02 (Cartago Mutual Water Company);

D) review and approve a Resolution making certain findings with respect to and denying Appeal No. 2012-03 (Owens Valley Committee/Sierra Club;

E) review and approve a Resolution making certain findings with respect to, certifying the Environmental Impact Report, and approving General Plan Amendment No. 2010-01 (Crystal Geyser Roxane) and Reversion to Acreage No. 2012-01 (Crystal Geyser Roxane); and

F) waive the first reading of the Ordinance and schedule the enactment for 1:00 p.m., Tuesday, February 26, 2013, in the Board of Supervisors Room, at the County Administrative Center, in Independence.

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

19. ***ROAD DEPARTMENT*** – The Board will conduct a workshop with the Road Department on road project financing.

CORRESPONDENCE - ACTION

20. ***PREFERRED SEPTIC AND DISPOSAL*** – Request Board consider changes to the Inyo County's Local/Small business Preference ordinance – Chapter 6.06 of the Inyo County Code.

21. ***BIG PINE PAIUTE TRIBE OF THE OWENS VALLEY*** – Request Board object to the exemption of Well 375 for Big Pine Mitigation Project.

BOARD MEMBERS AND STAFF REPORTS

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

22. ***PUBLIC COMMENT***

CLOSED SESSION

23. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(d)(1)]*** – *Crystal Allen, an individual v County of Inyo, a governmental entity; and Does 1-50,* Inyo County Superviosr Court Case No. SICVCV13-54820.

24. ***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.

25. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(b)(3)]*** – significant exposure to potential litigation (one case).

26. ***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.

27. ***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.

28. ***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.

29. ***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.

30. ***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.

31. ***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

For Clerk's Use Only:
AGENDA NUMBER

3

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF February 19, 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 *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

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

For Clerk's Use Only:
AGENDA NUMBER

4

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES, Social Services

FOR THE BOARD MEETING OF: February 19, 2013

SUBJECT: Approval to Pay FY 2012-13 County Medical Services Program Participation Fee

DEPARTMENTAL RECOMMENDATION:
Request approval to pay County Medical Services Program (CMSP) Governing Board participation fees for fiscal year 2012-2013 in an amount not to exceed $18,950.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This request comes before you, consistent with the County Purchasing Policy, for approval of payment of annual fees. CMSP provides health coverage for low-income, indigent adults in thirty-five, primarily rural California counties. This CMSP consortium allows Inyo County to meet the statutory requirements of California's Welfare and Institutions Code Section 17000 requiring counties to provide for their medically indigent adults. The CMSP Governing Board, established by California law in 1995, is charged with overall program and fiscal responsibility for the program. The eleven-member CMSP Governing Board provides policy direction for the program, sets program eligibility requirements, determines the scope of covered health care benefits, and sets the payment rates paid to health care providers delivering services to CMSP members. Your Health and Human Services Director, Jean Turner, is one of two California Social Services Directors elected to serve on the CMSP Governing Board currently.

CMSP is funded exclusively by 1991 Health Realignment revenue (motor vehicle license fees and sales tax) and county participation fees. In order for Inyo County to continue to participate in CMSP we are required to pay this annual participation fee. If Inyo County chose to no longer participate in CMSP, Inyo County would still, by law, be responsible for providing health care services to indigent adults in our county. The amount of Inyo's fee is the same as last year's fee.

ALTERNATIVES:
If the participation fees are not paid, then Inyo County will need to establish a program that will provide health care services to indigent adults in Inyo County, which will be a very, very costly alternative that would quickly outstrip resources.

OTHER AGENCY INVOLVEMENT:
CMSP Governing Board, 34 other counties

FINANCING:
100% Social Services Realignment. This expense is budgeted in Social Services (055800) in General Operating (5311).

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: YS Date: 2/7/13
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 2-12-13

CMSP

GOVERNING BOARD

January 31, 2013

TO: County Administrative Officers
County Health Directors
County Social Services Directors

FROM: Kari A. Brownstein
Director of Finance & Administration

RE: CMSP County Participation Fees for FY 2012-13

CMSP County Participation Fee amounts are set forth in the California Welfare and Institutions Code Section 16809.3 (a). An invoice will be sent to the contact in your county that has historically processed payment of the Participation Fee, based upon information provided by the State Department of Health Services.

Payment for the FY 2012-13 County Participation Fee is due March 1, 2013 and should be sent to the following address.

County Medical Services Program Governing Board
Attention: Jennifer Burkhalter, Accounting Technician
1451 River Park Drive, Suite 222
Sacramento, CA 95815

If you have any questions regarding this matter, please contact Ms. Burkhalter at (916) 649-2631, ext. 21.

Thank you.

cc: Chair and Members, CMSP Governing Board

County Medical Services Program Governing Board
1451 River Park Drive, Suite 222 • Sacramento, CA 95815
Phone: 916.649.2631 • FAX: 916.649.2606
www.cmspcounties.org

RECEIVED FEB - 6 2013

County Medical Services Program Governing Board
County Participation Fee Invoice
FY 2012-13

County: Inyo

DESCRIPTION		DUE CMSP
FY 2012-13 CMSP Participation Fee	$	18,950

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
5

X Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Health and Human Services-Public Health

FOR THE BOARD MEETING OF: February 19, 2013

SUBJECT: 2012/2013 Children's Medical Services Plan

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify the 2012/2013 Children's Medical Services (CMS) Plan and Budgets and authorize the Chairperson to sign the Certification Statements.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The CMS programs include California Children's Services, California Health and Disability Prevention, and Health Care Program for Children in Foster Care which address resource development for medical services for children, case coordination, management of children with complex health problems and outreach activities to assure program access. Each year the Board is requested to sign the Certification Statements for these programs. All the final budget allocations were not released by the State until late in 2012 and the county was given 60 days to use the information to complete the needed documents.

ALTERNATIVES:

Your Board could choose not to approve the CMS plan which would result in receiving no funding and still having to provide mandated administrative services without State or Federal support.

OTHER AGENCY INVOLVEMENT:

Department of Health Care Services

FINANCING:

CCS Administration - 045501: 45% Federal funding, 40% State funding, 15% Social Services Realignment Child Health & Disability Prevention (CHDP) and Health Care Program for Children in Foster Care (Foster Care) - 045102: 100% State and Federal funding. Funding is brought into these budgets as revenue. No County General Funds are used in these budgets.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 1/29/2013
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 2/4/13
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: ✓ Date 2/5/13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 2-6-13

Plan and Budget Required Documents Checklist

MODIFIED FY 2012-2013

County/City: Inyo **Fiscal Year:** 2012-2013

	Document	Page Number
1.	**Checklist**	1
2.	**Agency Information Sheet**	3
3.	**Certification Statements**	
	A. Certification Statement (CHDP) – Original and one photocopy	4
	B. Certification Statement (CCS) – Original and one photocopy	5
4.	**Agency Description**	
	A. Brief Narrative	6
	B. Organizational Charts for CCS, CHDP, and HCPCFC	Retain locally
	C. CCS Staffing Standards Profile	Retain locally
	D. Incumbent Lists for CCS, CHDP, and HCPCFC	7
	E. Civil Service Classification Statements – Include if newly established, proposed, or revised	N/A
	F. Duty Statements – Include if newly established, proposed, or revised	10
5.	**Implementation of Performance Measures** – Performance Measures for FY 2009-10 are due November 30, 2010.	N/A
6.	**Data Forms**	
	A. CCS Caseload Summary	12
	B. CHDP Program Referral Data	13
7.	**Memoranda of Understanding and Interagency Agreements List**	
	A. MOU/IAA List	15
	B. New, Renewed, or Revised MOU or IAA	N/A
	C. CHDP IAA with DSS biennially	Retain locally
	D. Interdepartmental MOU for HCPCFC biennially	Retain locally
8.	**Budgets**	
	A. CHDP Administrative Budget (No County/City Match)	
	1. Budget Summary	16
	2. Budget Worksheet	17

County/City: Inyo Fiscal Year: 2012-2013

Document	Page Number
3. Budget Justification Narrative	18
B. CHDP Administrative Budget (County/City Match) - Optional	
1. Budget Worksheet	N/A
2. Budget Justification Narrative	N/A
3. Budget Justification Narrative	N/A
C. CHDP Foster Care Administrative Budget (County/City Match) - Optional	
1. Budget Summary	N/A
2. Budget Worksheet	N/A
3. Budget Justification Narrative	N/A
D. HCPCFC Administrative Budget	
1. Budget Summary	19
2. Budget Worksheet	20
3. Budget Justification Narrative	21
E. CCS Administrative Budget	
1. Budget Summary	22
2. Budget Worksheet	24
3. Budget Justification Narrative	25
G. Other Forms	
1. County/City Capital Expenses Justification Form	N/A
2. County/City Other Expenses Justification Form	N/A
9. **Management of Equipment Purchased with State Funds**	
1. Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	N/A
2. Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	N/A
3. Property Survey Report Form (STD 152)	N/A

Agency Information Sheet

County/City: Inyo **Fiscal Year:** 2012-2013

Official Agency

Name:	Inyo County Health & Human Services	Address:	207A West South Street Bishop, CA 93514
Health Officer	Richard Johnson, MD		

CMS Director (if applicable)

Name:		Address:	
Phone:			
Fax:		E-Mail:	

CCS Administrator

Name:	Tamara A. Cohn, PHN	Address:	207A West South Street
Phone:	760-873-7868		Bishop, CA 93514
Fax:	760-873-7800	E-Mail:	tcohn@inyocounty.us

CHDP Director

Name:		Address:	
Phone:			
Fax:		E-Mail:	

CHDP Deputy Director

Name:	Tamara A. Cohn, PHN	Address:	207A West South Street
Phone:	760-873-7868		Bishop, CA 93514
Fax:	760-873-7800	E-Mail:	tcohn@inyocounty.us

Clerk of the Board of Supervisors or City Council

Name:	Pat Gunsolley	Address:	P.O. Drawer N
Phone:	760-878-0373		Independence, CA 93526
Fax:	760-878-2241	E-Mail:	pgunsolley@inyocounty.us

Director of Social Services Agency

Name:	Jean Turner	Address	P.O. Drawer H
Phone:	760-878-0241		Independence, CA 93526
Fax:	760-878-0266	E-Mail:	jturner@inyocounty.us

Chief Probation Officer

Name:	Jeff Thomson	Address	P.O. Drawer T
Phone:	760-872-4121		Independence, CA 93526
Fax:	760-878-0436	E-Mail:	jthomson@inyocounty.us

Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: Inyo Fiscal Year: 2012-13

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Tamara A Colon — 01/09/2013

Signature of CHDP Deputy Director — Date Signed

Jean Turner — 1-31-13

Signature of Director or Health Officer — Date Signed

Signature and Title of Other – Optional — Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson — Date

Certification Statement - California Children's Services (CCS)

County/City: Inyo Fiscal Year: 2012-13

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Tamara A Cohen — 01/09/2013

Signature of CCS Administrator — Date Signed

Jean Turner — 1-31-13

Signature of Director or Health Officer — Date Signed

Signature and Title of Other – Optional — Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson — Date

County of Inyo
2012-13 Narrative

Agency Description

The local CCS and CHDP programs are managed through the Inyo County Department of Health & Human Services, Clinical Services Division. The administrative services of both programs share mutual management and clinical staff.

The CMS Public Health Nurse (PHN) functioning in the multiple roles of CHDP and CCS nurse case manager, MTC liaison and the Maternal Child and Adolescent Health Coordinator (MCAH) blends the overlapping program missions of MCAH and CMS targeting the children of Inyo County.

A 8 hour/week registered nurse assists with the CCS program activities. The agency review of the CHDP PM 160s will continue to be performed by the CHDP Nurse case manager, who provides follow up if needed. The CHDP Deputy Director is responsible for resource and provider development along with program staff. The Inyo County DDS case manager follows up on children with dental treatment needs. CHDP Deputy Director and nurse case manager meet minimally quarterly to address program. The nurse case manager facilitates enrollment into the Gateway Program by tracing provider utilization, client referral and follow-up. The focus is to assist the medical community in the delivery of program services through ongoing updates. Health staff are tracking the clients indicating an interest in an application and assisting with the enrollment process for Medi-Cal or Healthy Families. The CHDP Deputy Director coordinates with multiple child service agencies to assure appropriate follow through and utilization of the Gateway Program.

CCS case management is performed by the CCS PHN and assisted by the Program technician and staff registered nurse. They share a common office space. In addition the Program technician functions half time in the public health clinics as front office support staff and Healthy Families Certified Application Assistance. The entire CMS staff meet quarterly to review case specific items and program policies. An ongoing focus of the program is to recruit CCS providers and function as an ongoing advocate for providers with no reimbursement process to assure continued program participation.

The foster care nurse is off site from the CMS staff and is stationed with the Child Protection Services (CPS) social workers. The foster care nurse consults weekly with the CPS staff at staffings and meets with the CHDP Deputy Director for supervision.

The cross sharing of staff functions has historically facilitated a mechanism committed to the integrating of the CCS and CHDP programs.

Incumbent List - California Children's Services

For FY 2010-11, complete the table below for all personnel listed in the CCS budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

Identify Nurse Liaison positions using: **MCMC** for Medi-Cal Managed Care; **HF** for Healthy Families; **IHO** for In-Home Operations, and; **RC** for Regional Center.

County/City: **Inyo** **Fiscal Year: 2012-13**

Job Title	Incumbent Name	FTE % on CCS Admin Budget	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Clinical Services Director	Tamara A. Cohn	10	NO	NO
Clinic Nurse Manager	Nel Hecht	20	YES	NO
HHS Specialist	Nora Rudder	50	NO	NO
Account Tech I	Gabriella Kile	5	NO	NO
Fiscal Supervisor	Teri Barbella	3	NO	NO
Registered Nurse	Caitlin Higginbotham	42	NO	NO

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services Branch

Incumbent List - Child Health and Disability Prevention Program

For FY 2010-11, complete the table below for all personnel listed in the CHDP budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: **Inyo**

Fiscal Year: 2012-13

Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Clinical Services Director	Tamara A. Cohn	15	N/A	85	NO	NO
Clinic Nurse Manager	Nel Hecht	20	N/A	80	YES	NO
Prevention Specialist	Lisa Trunell	10	N/A	90	NO	NO
Account Tech I	Gabriella Kile	5	N/A	95	NO	NO
Fiscal Supervisor	Teri Barbella	5	N/A	95	NO	NO
Registered Nurse	Sharon White	5	N/A	95	NO	NO
Registered Dietician	Sherrie James	5	N/A	95	NO	NO

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services Branch

Incumbent List - Health Care Program for Children in Foster Care

For FY 2010-11, complete the table below for all personnel listed in the HCPCFC and CHDP Foster Care Administrative (County/City) budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: Inyo

Fiscal Year: 2012-13

Job Title	Incumbent Name	FTE % on HCPCFC Budget	FTE % on FC Admin County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Registered Nurse	Sharon White	6.25	N/A	93.75	NO	NO

INYO COUNTY
PERSONNEL SERVICES
P. O. BOX 249
INDEPENDENCE, CA 93526

(760) 878-0377
FAX (760) 878-0465

AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES A **CLOSED DEPARTMENTAL** RECRUITMENT FOR:

CLINIC NURSE MANAGER

Application Deadline: March 15, 2012

DEPARTMENT: Health and Human Services
LOCATION: Countywide
SALARY: Range 84 $5777 $6064 $6367 $6681 $7022

****BENEFITS:** CalPERS Retirement System (2% at 55); employee contribution of 7% paid by Inyo County (EPMC reported as wages). Medical Plan – Inyo County pays a portion of monthly premium for employee and dependent on PERS Choice plan; 100% of employee and dependent monthly premium paid for dental and vision; $20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: To plan, organize, manage, and coordinate the programmatic, administrative, and operational activities in the public health clinics and outreach areas; to direct, manage, and supervise the work of assigned staff members; to perform a variety of technical and specialized functions in support of clinic and outreach areas of responsibility; to promote, coordinate, and participate in collaborative activities, programs, and projects; and to function as a proactive and positive member of a program management team within the Health and Human Services Department.

DISTINGUISHING CHARACTERISTICS: Provides responsible clinical, operational, and program management within the Health and Human Services Department; may be involved in the initiation, implementation and evaluation of assigned projects or program. Employees may also be responsible for performing a variety of professional, clinical, client case management, and or/technical duties and tasks in support of the assigned program or outreach areas and to ensure clients' needs are met; receives supervision from senior management positions as designated and exercises supervision over professional, technical, and/or clerical personnel; ability to work in the absence of the Clinical Services Director.

ESSENTIAL JOB DUTIES: Plans, organizes, and manages programmatic, administrative, and operational activities of several health programs based as clinic and outreach functions; oversees and coordinates the allocation of designated resources, and ensures compliance with stated mission, goals, regulations, and guidelines; establishes programs' objectives and performance standards; evaluates programs operations and activities in terms of overall effectiveness and compliance; implements improvements and modifications as necessary and adjusts overall goals and objectives in response to changing program directives and/or client needs; develops, coordinates, and participates in collaborative activities; acts as a team member or leader for assigned projects; develops, implements, and manages clinical, administrative, and operational systems and processes program staff and clients as well as other County Departments in a positive and supportive manner; provides professional and managerial expertise in support of assigned program areas; collaborates with appropriate departments and programs to secure advice, resources, and technical services necessary to achieve assigned program goals, objectives, and directives in accordance with mutually agreed upon time frames and in compliance with the pertinent guidelines and regulations; participates in budget preparation; represents the department and assigned programs to other organizations; local communities, and special interest groups, schools, businesses, clients, and the general public; acts as primary and major resource regarding assigned programs; responds to inquiries; promotes the department mission and goals; establishes and maintains open communication with other department programs; coordinates data, resources, and work products as necessary and upon request in support of a productive and positive working environment.

MINIMUM QUALIFICATIONS:

Training/Experience: At least three years of progressively responsible clinical and/or administrative experience in a health agency including at least one year of supervisory responsibility. Must possess a current California Registered Nurse License. Nurses without a Public Health Nurse certificate must have worked in a public health environment or program for a minimum of two years. A Public Health Nurse certificate is preferred.

Knowledge of: Principles and practices of designated professional discipline with specific knowledge and expertise of assigned programs and client services areas; pertinent local, state, and federal rules, regulations, and laws; standard and accepted office procedures, methods, and computer equipment; standard and accepted principles and practices of supervision, training, and performance evaluations; cultural, religious, economic and social groups and their relationships to the delivery and acceptance of health and human services.

Ability to: Organize, implement, and direct assigned program operations and activities; on a continuous basis, know and understand all aspects of the job, intermittently analyze work papers, reports, and special projects; identify and interpret technical and numerical information; observe and problem solve policy and procedures; interpret and apply pertinent Countywide and departmental policies and procedures; plan and organize assigned program and outreach services through multi-disciplinary and multi-agency programs that may include public, private, and contract agencies; assist in the development and monitoring of an assigned program budget; work with various cultural and ethnic groups in a tactful and effective manner; communicate clearly and concisely, both orally and in writing; supervise, train, and evaluate assigned staff; plan, organize, and schedule priorities for self and others in an effective and timely manner; establish and maintain effective working relationships with those contacted in the performance of assigned duties. Must have physical ability to produce written documentation by hand or computer; sit, stand, walk, twist, and lift and carry up to 30 pounds; climb and descend stairs.

Special requirements: Must show proof of Rubella, Measles, and Hepatitis B immunizations. Incumbents must possess and maintain a valid California Registered Nurse License (with Public Health Nurse qualifications, if applicable) during the term of employment and ***must provide proof of licensure at the time of application.*** Must possess a valid CPR certification and maintain during term of employment, and possess a valid California driver's license. Must successfully complete a pre-employment physical examination.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, and oral examination.

APPLICATION: Applications must be received **no later than 5:00 p.m. on March 15, 2012 (postmarks not accepted).** Must apply on Inyo County application form and include proof of valid California Registered Nurse License. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached". Incomplete applications will not be processed. Applications may be faxed to meet the deadline—original application with original signature must be mailed.

THIS RECRUITMENT WILL ESTABLISH AN ELIGIBILITY LIST THAT MAY BE USED FOR UP TO ONE YEAR IN FILLING COUNTYWIDE VACANCIES THAT MAY OCCUR IN THIS JOB CLASSIFICATION AND SALARY RANGE.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0377 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County hires only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout Inyo County in the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancha) and the Death Valley area (Death Valley, Shoshone, and Tecopa). Positions are assigned to a work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the Department Head and/or County Administration.

California Children's Services Caseload Summary Form

County: Inyo **Fiscal Year:** 2012-13

	CCS Caseload 0 to 21 Years	A 09-10 Actual Caseload	B % of Grand Total	2010-11 Actual Caseload	% of Grand Total	11-12 Estimated Caseload based on first three quarters	% of Grand Total
	MEDI-CAL						
1	Average of Total Open (Active) Medi-Cal Children	62	61%	59	61%	60	62%
2	Potential Case Medi-Cal	4	4%	6	6%	4	4%
3	TOTAL MEDI-CAL (Row 1 + Row 2)	66	65%	64	67%	64	66%
	NON MEDI-CAL						
	Healthy Families						
4	Average of Total Open (Active) Healthy Families	10	10%	7	7%	4	4%
5	Potential Cases Healthy Families	1	1%	1	1%	0	0%
6	Total Healthy Families (Row 4 + Row 5)	11	11%	8	8%	4	4%
	Straight CCS						
7	Average of Total Open (Active) Straight CCS Children	21	21%	21	22%	22	23%
8	Potential Cases Straight CCS Children	3	3%	3	3%	7	7%
9	Total Straight CCS (Row 7 + Row 8)	24	24%	24	25%	29	30%
10	TOTAL NON MEDI-CAL (Row 6 + Row 9)	35	35%	32	33%	33	34%
	GRAND TOTAL						
11	(Row 3 + Row 10)	101	100%	96	100%	97	100%

CHDP Program Referral Data

Complete this form using the Instructions found on page 4-8 through 4-10.

County/City:	FY 09-10		FY 10-11		FY 11-12	
Basic Informing and CHDP Referrals						
1. Total number of CalWORKs/Medi-Cal cases informed and determined eligible by Department of Social Services	Unavailable	Unavailable	Up to 120 a month of cases	Children 247	Data is Unavailable	
2. Total number of cases and recipients in "1" requesting CHDP services	Cases	Recipients	Cases	Recipients	Cases	Recipients
a. Number of CalWORKs cases/recipients	17	Unavailable	5	6	3	6
b. Number of Foster Care cases/recipients	27	27	1	4	31	31
c. Number of Medi-Cal only cases/recipients	47	Unavailable	26	41	17	22
3. Total number of EPSDT eligible recipients and unborn, referred by Department of Social Services' workers who requested the following:						

a. Medical and/or dental services	Unavailable	51	Unavailable
b. Medical and/or dental services with scheduling and/or transportation	133	46	Unavailable
c. Information only (optional)	Unavailable	Unavailable	Unavailable
4. Number of persons who were contacted by telephone, home visit, face-to-face, office visit, or written response to outreach letter	112	118	185
Results of Assistance			
5. Number of recipients actually provided scheduling and/or transportation assistance by program staff	68	73	68
6. Number of recipients in "5" who actually received medical and/or dental services	68	54	43

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services Branch

Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IAA) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOU and IAA that are new, have been renewed, or have been revised. For audit purposes, counties and cities should maintain current MOU and IAA on file.

County/City: Inyo

Fiscal Year: 2012-13

Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates From/To	Date Last Reviewed by County/ City	Name of Person Responsible for this MOU/IAA?	Did this MOU/IAA Change? (Yes or No)
Inyo County SELPA	IAA	8/2011-8/2013	8/2011	Tamara A. Cohn	No
HCPCFC	MOU	7/1/12-6/30/14	7/2012	Tamara A. Cohn	Yes
Public Health & Social Services	MOU	7/1/12-6/30/14	7/2012	Tamara A. Cohn	Yes

1/9/2013

CHDP Administrative Budget Summary for FY 2012-13
No County/City Match
County/City Name: INYO

Column	1	2	3	4	5
Category/Line Item	Total Budget (2 + 3)	Total CHDP Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	$72,889	$0	$72,889	$47,671	$25,218
II. Total Operating Expenses	$12,319	$254	$12,065	$700	$11,365
III. Total Capital Expenses	$0	$0	$0		$0
IV. Total Indirect Expenses	$1,127	$0	$1,127		$1,127
V. Total Other Expenses	$0	$0	$0		$0
Budget Grand Total	$86,335	$254	$86,081	$48,371	$37,710

Column	1	2	3	4	5
Source of Funds	Total Funds	Total CHDP Budget	Total Medi-Cal Budget	Enhanced State/Federal	Nonenhanced State/Federal
State General Funds	$254	$254			
Medi-Cal Funds:	$86,081		$86,081		
State	$30,948		$30,948	$12,093	$18,855
Federal (Title XIX)	$55,133		$55,133	$36,278	$18,855

Prepared By (Signature)	Date Prepared	Phone Number	Email Address
Teri Barbella	01/09/2013	(760) 878-0231	tbarbella@inyocounty.us

CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address
Tamara A Cohn	01/09/2013	(760) 873-7868	tcohn@inyocounty.us

16

Inyo

CHDP Administrative Budget Worksheet for FY 2012-13
No County/City Match
State and State/Federal

County/City Name: INYO

Column	1A	1B	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	CHDP % or FTE	Total CHDP Budget	Total Medi-Cal %	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
Personnel Expenses											
1. Tamara Cohn, PHN	15%	$ 100,310	$15,047	0%	$0	100%	$15,047	70%	$10,533	30%	$4,514.0
2. Nel Hecht, PHN	20%	$ 93,786	$18,757	0%	$0	100%	$18,757	70%	$13,130	30%	$5,627.2
3. Teri Barbella Admin Analyst	5%	$ 58,224	$2,911	0%	$0	100%	$2,911	0%	$0	100%	$2,911.2
4. Gabriella Kile, Account Tech	5%	$ 37,520	$1,876	0%	$0	100%	$1,876	0%	$0	100%	$1,876.0
5. Sharon White, RN	5%	$ 77,990	$3,900	0%	$0	100%	$3,900	70%	$2,730	30%	$1,169.9
6. Sherrie James, RD	5%	$ 67,638	$3,382	0%	$0	100%	$3,382	70%	$2,367	30%	$1,014.6
7. Lisa Trunnell, Prevention Specialist	10%	$ 47,676	$4,768	0%	$0	100%	$4,768	70%	$3,337	30%	$1,430.3
8.											
9.											
10.											
Total Salaries and Wages			$50,640		$0		$50,640		$32,097		$18,543
Less Salary Savings											
Net Salaries and Wages			$50,640		$0		$50,640		$32,097		$18,543
Staff Benefits (Specify %) 0.00%			$ 22,249		$0		$22,249		$15,574		$6,675
I. Total Personnel Expenses			$72,889		$0		$72,889		$47,671		$25,218
II. Operating Expenses											
1. Travel			$500				$500		$250		$250
2. Training			$900				$900		$450		$450
3. Gen'l operating / office supplies			$8,619		$254		$8,365				$8,365
4. Motor Pool			$1,500				$1,500				$1,500
5. Utilities			$200				$200				$200
6. Rent, Bldg & Maint.			$600				$600				$600
7.											
8.											
9.											
10.											
II. Total Operating Expenses			$12,319		$254		$12,065		$700		$11,365
III. Capital Expenses											
1.											
2.											
3.											
4.											
5.											
II. Total Capital Expenses			$0		$0		$0				$0
IV. Indirect Expenses											
1. Internal (Specify %) 0.00%			$1,127				$1,127				$1,127
2. External (Specify %) 0.00%			$0				$0				
IV. Total Indirect Expenses			$1,127				$1,127				$1,127
V. Other Expenses											
1.											
2.											
3.											
4.											
5.											
V. Total Other Expenses			$0		$0		$0				$0
Budget Grand Total			$86,335	$0	$254	$0	$86,081	$0	$48,371	$0	$37,710

Teri Barbella	1/9/2013	(760) 878-0231	tbarbella@inyocounty.us
Prepared By (Signature)	Date Prepared	Phone Number	Email Address
Tamara A Cohn	01/09/2013	(760) 873-7868	tcohn@inyocounty.us
CHDP Director or Deputy Director	Date	Phone Number	Email Address

Children Health Development Program
INYO County
Budget Narrative
Fiscal Year 2012-13

I. PERSONNEL EXPENSES

Total Salaries:	$50,640	
Total Benefits:	$22,249	
Total Personnel Expenses:	**$72,889**	Decrease from prior year due to staff change.
Clinical Services Director Tamara Cohn		This position is budgeted at 15% and is unchanged from prior year.
PHN Nel Hetch		This position is budgeted at 20% which is a decrease from prior year
Administrative Analyst II Teri Barbella		This position is budgeted at 5% and is unchanged from prior year
Account Technician Gabriella Kile		This position is budgeted at 5% and is unchanged from prior year
Registered Nurse Sharon White		This position is budgeted at 5% and is unchanged from prior year.
Registered Dietician Sherrie James		This position is budgeted at 5% and is unchanged from prior year
Prevention Specialist Lisa Trunnell		This position is budgeted at 10% and is unchanged from prior year

II. OPERATING EXPENSES

Travel	$500	Staff to attend trainings and conferences,
Training	$900	decrease from prior year.
General Operating/office supplies	$8,619	Basic office supplies, purchase of new filing system and supplies for Nurse now operating in South County location.
Motor Pool	$1,500	In county travel and (to and from State Conferences), slight increase from prior year
Utilities	$200	Includes phone, electricity, gas etc. decrease from prior year
Rent, Bldg & Maint.	$600	Decrease from prior year
Total Operating Expenses:	**$12,319**	

III. CAPITAL EXPENSES

Total Capital Expenses:	**$0.00**	No Capital Expenses planned for FY11/12

IV. INDIRECT EXPENSES

	$1,127	Rates are set by the CAO. Public Liability insurance, County financial accounting / payroll system
Total Indirect Expenses:	**$1,127**	

V/ OTHER EXPENSES

Total Other Expenses:	$0
BUDGET GRAND TOTAL:	**$86,335**

1/9/2013

HCPCFC Administrative Budget Summary Fiscal Year 2012-13

County/City Name: INYO

Column	1	2	3
Category/Line Item	**Total Budget (2 + 3)**	**Enhanced State/Federal (25/75)**	**Nonenhanced State/Federal (50/50)**
I. Total Personnel Expenses	$6,889	$5,856	$1,033
II. Total Operating Expenses	$0	$0	$0
III. Total Capital Expenses			
IV. Total Indirect Expenses	$39		$39
V. Total Other Expenses			
Budget Grand Total	$6,928	$5,856	$1,072

Column	1	2	3
Source of Funds	**Total Funds**	**Enhanced State/Federal (25/75)**	**Nonenhanced State/Federal (50/50)**
State Funds	$2,000	$1,464.00	$536
Federal Funds (Title XIX)	$4,928	$4,392	$536
Budget Grand Total	$6,928		

19

Teri Barbella/mbs	01/09/2013	(760) 878-0231	tbarbella@inyocounty.us
Prepared By (Signature)	Date Prepared	Phone Number	Email Address
Tamara A Cohn	01/09/2013	(760) 873-7868	tcohn@inyocounty.us
CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address

Inyo

HCPCFC Administrative Budget Worksheet Fiscal Year 2012-13

County/City Name: INYO

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
I. Personnel Expenses							
1. Sharon White, RN	6.25%	$77,990	$4,874	85%	$4,143.22	15%	$731.16
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Salaries and Wages	6.25%		$4,874		$4,143		$731
Less Salary Savings							
Net Salaries and Wages							
Staff Benefits (Specify %) 0.00%			$2,015		$1,712.75		$302.25
I. Total Personnel Expenses			$6,889		$5,856		$1,033
II. Operating Expenses							
1. Travel							
2. Training							
II. Total Operating Expenses			$0		$0		$0
III. Capital Expenses							
1.							
2.							
II. Total Capital Expenses							
IV. Indirect Expenses (10% Cap)							
1. Internal (Specify %) 0.00%			$39				$39
2. External							
IV. Total Indirect Expenses			$39				$39
V. Other Expenses							
1.							
2.							
V. Total Other Expenses							
Budget Grand Total			$6,928		$5,856		$1,072

Teri Barbella/mbb — Prepared By (Signature)
01/09/2013 — Date prepared
760-878-0231 — Phone Number
tbarbella@inyocounty.us — Email Address

Tamara A Cohn — CHDP Director or Deputy Director (Signature)
01/09/2013 — Date
760 873-7868 — Phone Number
tcohn@inyocounty.us — Email Address

HCPCFC
INYO County
Budget Narrative
Fiscal Year 2012-13

I. PERSONNEL EXPENSES

Total Salaries:	$4,874	
Total Benefits:	$2,015	
Total Personnel Expenses:	$6,889	

Registered Nurse

Sharon White — This position is budgeted at 6.25% no change from prior year.

II. OPERATING EXPENSES

Travel	$0	No travel planned for FY12/13
Training	$0	
Total Operating Expenses:	$0	No operating expenses

III. CAPITAL EXPENSES

Total Capital Expenses:	$0.00	No Capital Expenses planned for FY12/13

IV. INDIRECT EXPENSES

	$39	
Total Indirect Expenses:	$39	Pays for some Public Liability insurance.

V/ OTHER EXPENSES

Total Other Expenses:	$0
BUDGET GRAND TOTAL:	**$6,928**

1/9/2013

CCS CASELOAD	Caseload	Percent of Grand Total
MEDI-CAL		
Average of Total Open (Active) Medi-Cal Children	63	65%
Potential Cases Medi-Cal	8	8%
TOTAL MEDI-CAL	71	73%
NON MEDI-CAL		
Healthy Families		
Average of Total Open (Active) HF Children	5	5%
Potential Cases HF	2	2%
Total Healthy Families	7	7%
Straight CCS		
Average of Total Open (Active) Straight CCS Children	16	16%
Potential Cases Straight CCS	3	3%
Total Straight CCS	19	20%
TOTAL NON MEDI-CAL	26	27%
GRAND TOTAL	97	100%

CCS Administrative Budget Summary for FY 2012-13

County Name: INYO

Column	1	2	3	4	5
Category/Line Item	**Total Budget**	**Non-Medi-Cal County/State/HF County/State/Federal**	**Total Medi-Cal State/Federal**	**Enhanced State/Federal (25/75)**	**Nonenhanced State/Federal (50/50)**
I. Total Personnel Expense	92,453	$24,781	67,672	$45,874	$21,798
II. Total Operating Expense	542	$145	397	$0	$397
III. Total Capital Expense	-	-	-		-
IV. Total Indirect Expense	270	$72	198		$198
V. Total Other Expense	7,500	$2,010	5,490		$5,490
Budget Grand Total	100,765	27,009	73,756	45,874	$27,882

22

Column	1	2	3	4	5
Source of Funds	**Total Budget**	**Non-Medi-Cal County/State/HF Co/State/Federal**	**Total Medi-Cal State/Federal**	**Enhanced State/Federal (25/75)**	**Nonenhanced State/Federal (50/50)**
Straight CCS					
State	9,869	9,869			
County	9,869	9,869			
CCS Healthy Families					
State	1,273	1,273			
County	1,273	1,273			
Federal (Title XXI)	4,727	4,727			
Medi-Cal Funds:					
State	25,410		25,410	11,468	13,942
Federal (Title XIX)	48,345		48,345	34,405	13,941

Teri Barbella

Prepared By (Signature)

~~5/2/2012~~ 01/09/2013

Date Prepared

760-878-0231

Phone Number

tbarbella@inyocounty.us

Email Address

Tamara Cohn 01/09/2013

CCS Administrator (Signature)

Date

760-873-7868

Phone Number

tcohn@inyocounty.us

Email Address

Inyo

II. Operating Expense											
1. Travel			$0	27%	$0	73%	$0	100%	$0		
2. Training			$0	27%	$0	73%	$0	100%	$0		
3. General Office / Operating Expense			$292	27%	$78	73%	$214			100%	$214
4. Professional Services			$250	27%	$67	73%	$183			100%	$183
5. Building / rent maintenance			$0	27%	$0	73%	$0			100%	$0
6. Utilites			$0	27%	$0	73%	$0			100%	$0
7. Motor Pool			$0	27%	$0.00	73%	$0			100%	$0
II. Total Operating Expense			$542		$145		$397		$0		$397
III. Capital Expense											
II. Total Capital Expense											
IV. Indirect Expense											
1. Internal			$270	27%	$72	73%	$198			100%	$198
2. External											
IV. Total Indirect Expense			$270		$72		$198				$198
V. Other Expense											
1. Maintenance and Transportation			$7,500	27%	$2,010		$5,490			100%	$5,490
V. Total Other Expense			$7,500		$2,010		$5,490				$5,490
Budget Grand Total			$100,765		$27,009		$73,756	$0	$45,874	$0	$27,882

Teri Barbella/MBB — 01/09/2013 — (760) 878-0231 — tbarbella@inyocounty.us

Prepared By (Signature) — Date Prepared — Phone Number — email address

Tamara A Cohn — 01/09/2013 — (760) 873-7868 — tcohn@inyocounty.us

CCS Administrator (Signature) — Date Signed — Phone Number — email address

Inyo 1/9/2013

WORKSHEET
TO DETERMINE FUNDING SOURCES FOR ADMINISTRATIVE ACTIVITIES
RELATED TO HEALTHY FAMILIES FOR FY 2012-13
County: INYO

****This worksheet is formula driven. Fill in shaded areas and the calculations will be entered automatically**

	Caseload Percentages	(a)	(b)
1	Enter the total Non Medi-Cal Caseload (from the Caseload Box on the Budget Summary)	26	
2	Enter The total Healthy Families Caseload (from Caseload Box on the Budget Summary) and divide by the total Non Medi-Cal Caseload (line 2a divided by line 1(a))	7	26.92%
3	Enter the Total CCS Caseload (from the caseload box on the Budget Summary) and divide by the total Non Medi-Cal Caseload (line 3(a) divided by line 1(a))	19	73.08%

SOURCE OF FUNDS

	Straight CCS			
4	Enter Budget Grand Total for Non Medi-Cal (from Budget Summary, Column 2)		27,009	
5	Total Straight CCS Dollars (multiply CCS percentage, line 3(b) x line 4(a))		$19,737	
6	State (Line 5(a) x 50%)	(Transfer to Budget Summary, Column 2)	→	$9,869
7	County (subtract Line 6(b) from Line 5(a))	(Transfer to Budget Summary, Column 2)	→	$9,869

	CCS Healthy Families			
8	Determine Total Healthy Families Dollars (HF percentage from line 2, column b above x total Straight CCS dollars, Line 4, column a)		$7,272	
9	State/County (35%) (multiply Total Healthy Families Dollars, line 8, column (a) by 35%)		$2,545	
10	State (multiply line 9, column (a) by 50%)	(Transfer to Budget Summary, Column 2)	→	$1,273
11	County (subtract line 10(b) from line 9(a)	(Transfer to Budget Summary, Column 2)	→	$1,273
12	Federal Title XXI (65%) (multiply Total Healthy Families Dollars, line 8, column (a) by 65%)	(Transfer to Budget Summary, Column 2)	→	$4,727
	Budget Grand Total (equals Budget Grand total for Non Medi-Cal from Budget Summary)		**$27,009**	

CCS ADMIN
INYO County
Budget Narrative
Fiscal Year 2012-13

I. PERSONNEL EXPENSES		
Total Salaries:	$66,902	
Total Benefits:	$25,574	
Total Personnel Expenses:	**$92,476**	Decrease from prior year due to staff change.
Clinical Services Director Tamara Cohn		This position is budgeted at 10% and is unchanged from prior year.
PHN Nel Hetch		This position is budgeted at 20% and is unchanged from prior year
Registered Nurse Caitlin Higgenbotham		This is a part time position budgeted at 42%
Administrative Analyst II Gabriella Kile		This position is budgeted at 5% and is unchanged from prior year
Account Technician Wendy Stine		This position is budgeted at 3% and is unchanged from prior year
HHS Specialist Nora Rudder		This position is budgeted at 50% and is unchanged from prior year.
II. OPERATING EXPENSES		
Travel Training		Staff to attend trainings and conferences, small increase from prior year.
General Operating/office supplies		Misc. office supplies, copying, etc. 33% decrease from prior year.
Professional Services		Transcription services, small increase from prior year
Motor Pool		In county travel, decrease from prior year
Utilities		Includes phone, electricity, gas etc. decrease from prior year
Rent, Bldg & Maint.		Small decrease from prior year
Total Operating Expenses:	**$0**	
III. CAPITAL EXPENSES		
Total Capital Expenses:	**$0.00**	No Capital Expenses planned for FY11/12
IV. INDIRECT EXPENSES	$840	Public Liability insurance is considered an internal overhead cost. Cost are distributed by the CAO, increase from prior year
Total Indirect Expenses:	**$840**	
V/ OTHER EXPENSES		
Maintenance and Transp.		
Total Other Expenses:	**$ -**	Decrease from prior year
BUDGET GRAND TOTAL:	**$93,316**	

For Clerk's Use Only:
AGENDA NUMBER

6

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: February 19, 2013

SUBJECT: Cooperative Studies Funding Agreement and Memorandum of Understandings (MOU) for the Green Book Revision Effort

DEPARTMENTAL RECOMMENDATION:

Request approval of the following to assist with the Green Book Revision effort being conducted by the Inyo County Water Department and the City of Los Angeles Department of Water and Power (LADWP) under the framework and procedures for developing revisions to the Green Book as endorsed by the Inyo/Los Angeles Standing Committee, November 27, 2006:

A) The Cooperative Studies Funding Agreement between County of Inyo, LADWP and Susan Carpenter to act as facilitator, and authorize the County Administrator to sign;

B) The Cooperative Studies Funding Agreement between the County of Inyo, LADWP and the Ecological Society of America to act as a Facilitator, and authorize the County Administrator to sign;

C) MOU between the Inyo County Water Department, LADWP, and Susan Carpenter to act as facilitator and authorize the Water Director to sign;

D) MOU between the Inyo County Water Department, LADWP, and the Ecological Society of America (ESA) to act as facilitator and authorize the Water Director to sign.

SUMMARY DISCUSSION: The monitoring and pumping management methods for the Inyo/Los Angeles Long Term Water Agreement (Agreement) are described in a technical appendix called the Green Book. Staff from the Water Department and LADWP are currently engaged in a cooperative process to revise the Green Book provisions. The project follows procedures endorsed by the Inyo/Los Angeles Standing Committee which provides for obtaining the assistance of facilitators and scientific peer review panels. Staff from the Water Department and LADWP have selected Ms. Susan Carpenter for the role of facilitator and have also agreed to utilize the Ecological Society of America (ESA) to assemble a panel of scientists to assist with Green Book revision process. Administration and payment for those services requires adoption of funding agreements for two Cooperative Studies pursuant to Section IX of the Water Agreement. In addition, the objectives and mutual understanding of the roles of the facilitator and ESA are contained in Memoranda of Understanding (MOU). Original copies of the MOU's signed by Ms. Carpenter and ESA and the Cooperative Studies Funding Agreements for the Board Chair's signature are attached. If the Board approves the documents, the originals will be returned to Los Angeles for their approval and signature. Both the ESA and the facilitator will contract directly with Inyo County to participate in the cooperative studies.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT: The Cooperative Studies Agreements are between the County of Inyo and Los Angeles Department of Water and Power. The Memoranda of Understanding also include Susan Carpenter and the Ecological Society of America.

FINANCING: Pursuant to the Water Agreement Section IX, the cooperative studies will be funded by LADWP.

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 2-13-13
AUDITOR/CONTROLLER: **N/A**	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR: **N/A**	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 2/13/13
(The Original plus 20 copies of this document are required)

Department of Water and Power the City of Los Angeles

ANTONIO R. VILLARAIGOSA
Mayor

Commission
THOMAS S. SAYLES, *President*
ERIC HOLOMAN, *Vice-President*
RICHARD F. MOSS
CHRISTINA E. NOONAN
JONATHAN PARFREY
BARBARA E. MOSCHOS, *Secretary*

RONALD O. NICHOLS
General Manager

RECEIVED
JAN - 2 2012
Inyo Co. Water Department

December 27, 2012

Dr. Robert Harrington, Director
Inyo County Water Department
P.O. Box 337
Independence, CA 93526-0337

Dear Dr. Harrington:

Subject: Transmittal of Green Book Cooperative Study Funding Agreements and Memorandum of Understandings (MOU)

Please review the enclosed Cooperative Study Funding Agreements and MOUs that are listed below:

LA is the Place

- Two copies of a Cooperative Study Funding Agreement – Facilitator, between the Los Angeles Department of Water and Power (LADWP) and Inyo County
- Two copies of a Cooperative Study Funding Agreement – Ecological Society of America (ESA), between LADWP and Inyo County
- Three copies of an MOU Among LADWP, the Inyo County Water Department (ICWD), and Susan Carpenter which have been signed by Susan Carpenter
- Three copies of an MOU Among LADWP, ICWD, and the ESA which have been signed by ESA

If these documents meet with your approval, please obtain the appropriate signatures from Inyo County and return all copies to Mr. Robert Prendergast, LADWP 300 Mandich Street, Bishop, California 93514-3449

After the attached Cooperative Study Funding Agreements and MOU's have been approved by LADWP, fully executed copies will be returned to you.

❑ Bishop, California mailing address: 300 Mandich Street • Bishop, CA 93514-3449 • Telephone: (760) 873-0208 • Fax (760) 873-0266
111 North Hope Street, Los Angeles, CA 90012-2607 • ❑ *Mailing address:* Box 51111 • Los Angeles, CA 90051-0100
Telephone: (213) 367-4211 • *Cable address:* DEWAPOLA

Recyclable and made from recycled waste

If you have any questions regarding this letter or the attached Cooperative Study Funding Agreements or MOU's, please contact Mr. Robert Prendergast of my staff, by phone at (760) 873-0209 or by email at robert.prendergast@ladwp.com

Sincerely,

James G. Yannotta
Aqueduct Manager

Enclosures: (two copies, Cooperative Study Funding Agreements – Facilitator
two copies, Cooperative Study Funding Agreement – ESA
three copies, MOU among LADWP, ICWD, and Susan Carpenter
three MOU among LADWP, ICWD, and ESA
all (*ten*) **copies to be signed and returned**)

c: Mr. Aaron Steinwand, ICWD
Ms. Susan Carpenter
Ecological Society of America
Mr. Robert Prendergast

COOPERATIVE STUDY FUNDING AGREEMENT - FACILITATOR

This COOPERATIVE STUDY FUNDING AGREEMENT – FACILITATOR (this ***Agreement***), dated _____, 2012 (the ***Effective Date***), is made by and between the LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP) and the COUNTY OF INYO (the COUNTY).

Whereas, LADWP and the County are parties to the *Agreement Between the County of Inyo and the City of Los Angeles and its Department of Water and Power on a Long Term Groundwater Management Plan for Owens Valley and Inyo County* found in Section II of Stipulation and Order for Judgment in Inyo County Superior Court Case Number 12908 (Water Agreement); and

Whereas, the Green Book is the technical appendix to the Water Agreement; and

Whereas, the terms of the Water Agreement and the Green Book are jointly managed and implemented by and through LADWP and the County's participation in the Standing Committee and Technical Group; and

Whereas, the Water Agreement anticipated that from time to time joint Cooperative Studies are necessary to analyze the effects of groundwater pumping on the environment of the Owens Valley; and

Whereas, pursuant to Water Agreement Section IX, Cooperative Studies, the reasonable costs of studies undertaken pursuant to the Green Book shall be funded by LADWP; and

Whereas, LADWP and the County recognize that the Green Book requires certain revisions to remedy certain deficiencies; and

Whereas, LADWP and the County, by and through the Inyo County Water Department have engaged in a cooperative effort to revise the Green Book based upon sound science and the experience garnered since the establishment of the Water Agreement; and

Whereas, LADWP and the County, by and through the Inyo/Los Angeles Standing Committee endorsed the *Framework and Procedures for Developing Revisions to the Green Book* (Framework) on November 27, 2006; and

Whereas, as recognized in the Framework, in order for LADWP and the County to complete necessary Green Book Revisions, Cooperative Studies are required that include engaging the services of facilitators, peer reviewers, and other additional resources; and

Whereas, LADWP and the County have selected Susan Carpenter (Ms. Carpenter) to act as a Facilitator to assist with the necessary Cooperative Studies required to complete Green Book revisions recognized in the Framework.

Therefore, LADWP and the County agree as follows:

1. **DEFINITIONS**

1.1 Framework means *Framework and Procedures for Developing Revisions to the Green Book* (Framework) on November 27, 2006, attached as Exhibit A.

1.2 Cooperative Study means all studies, including use of facilitators, peer reviewers and other additional resources performed or retained pursuant to the Framework to assist in revising the Green Book.

1.3 Cooperative Study Trust Fund – Facilitator means all monies, including any accrued interest, deposited by LADWP into an Inyo County Treasury account, managed by the County, to finance the facilitation of the Cooperative Study.

1.4 Facilitator means an independent third party whose mission is to assist Inyo County and LADWP in accomplishing all assigned tasks and objectives required under the Cooperative Study, in order to revise the Green Book in accordance with the Framework. It is intended that the Facilitator will provide transparency to the Cooperative Study process and will report to the Technical Group and Standing Committee regarding the County and LADWP's progress toward revising the Green Book in accordance with the Framework.

1.5 Effective date means the date that this Agreement is signed by both LADWP and the County.

2. **AGREEMENT**

2.1 LADWP will deposit $150,000 into the Cooperative Study Trust Fund-Facilitator account within sixty (60) days of the effective date of the Agreement.

2.2 The principal and interest in the Cooperative Study Trust Fund-Facilitator account shall be used exclusively for the purposes of paying the costs of the Facilitator's participation in the Cooperative Study to revise the sections of the Green Book pursuant to the Framework.

2.3 Funds contained in the Cooperative Study Trust Fund-Facilitator shall exclusively be used to pay the costs for the Facilitator's work performed in accordance with approved work-plans that have been jointly approved by LADWP and Inyo County Project Managers for the Green Book revision effort.

2.4 The County and LADWP will, unless otherwise agreed by LADWP's Senior Assistant General Manager – Water System and the Inyo County Administrative

Officer, jointly direct the Facilitator's efforts whose services are required to conduct the Cooperative Study.

2.5 The County will provide LADWP with a monthly accounting pertaining to the Cooperative Study Trust Fund-Facilitator account, reflecting the balance and itemized debits. This monthly accounting shall be submitted to LADWP on or before the 10th calendar day of each month. Each accounting shall itemize the expenditures during the previous month and report the cumulative expenditures from the trust fund.

2.6 At any time within one year after the completion or termination of a contract entered into to assist in conducting the Green Book Cooperative Studies required pursuant to the Framework, LADWP shall have the right to conduct an audit of the monthly expenditures associated with that contract itemized in the monthly reports by providing thirty (30) days calendar notice to the County.

2.7 The County shall provide LADWP with an office to conduct this audit along with all requested documents and information at no cost to LADWP.

2.8 Funds from the Cooperative Study Trust Fund-Facilitator account shall not be used to reimburse the County or LADWP for any charges or costs associated with audit proceedings.

2.9 LADWP shall promptly conduct and complete any audit and shall notify the County in writing of any expenditures that LADWP believes are improper.

2.10 The County shall promptly respond to any claim of an improper expenditure in writing. If the County and LADWP are in disagreement over whether any expenditure was improper, the matter will be submitted to an impartial arbitrator selected by LADWP and County for resolution. That arbitrator will render a decision within thirty (30) days of selection, unless modified by agreement of the parties, in accordance with 2.11. LADWP and the County shall each pay one-half of the costs of the arbitrator.

2.11 If LADWP and the County do not agree on a single arbitrator within fourteen (14) days of notice of the disagreement by either party, then within seven (7) days one arbitrator will be selected by the County, and one arbitrator will be selected by LADWP. These two arbitrators shall, within seven (7) days, select a third arbitrator and the panel of three arbitrators will decide the dispute in an expeditious manner, but by no more than thirty (30) days after the panel is formed. Opening briefs shall be due from each party within seven (7) days following the selection of an agreed upon arbitrator or formation of the arbitration panel. Reply briefs shall be due five (5) days after submission of each parties opening briefs. Argument shall be scheduled not later than fourteen (14) days following submission of opening briefs, unless modified by the parties. In the

event of arbitration, each party will pay its own costs, the cost of the arbitrator it selects, and one-half of the other costs of the arbitration. The decision of the arbitrator (or three-arbitrator panel) will be final.

2.12 Any expenditure deemed to be improper shall be refunded into the Cooperative Study Trust Fund-Facilitator account by the County within sixty (60) days from the date of such determination.

2.13 The County's administration charges associated with the Cooperative Study Trust Fund-Facilitator account and Cooperative Study shall be at the County's sole expense.

2.14 The County, at the termination of this agreement, shall then return the balance of the unused Cooperative Study Trust Fund-Facilitator monies, including any accrued interest, to LADWP within sixty (60) calendar days.

3. **TERM AND TERMINATION**

3.1 Term. This Agreement will begin on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in effect for one year.

3.2 Termination by LADWP and the County. LADWP and the County reserve the right to terminate this Agreement, for any purpose, upon providing thirty (30) days written notice.

3.3 Termination. This Agreement shall terminate one year after the effective date, unless extended by agreement between LADWP and the County.

3.4 Effect of Termination. Immediately upon termination of the Agreement as provided in either Sections 3.2 and 3.3, the County shall refund to LADWP any monies remaining in the Cooperative Study Trust Fund-Facilitator account that have not been obligated prior to the notice of termination within thirty (30) days of such termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized representatives as of the Effective Date.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK SIGNATURE PAGE FOLLOWS]

LADWP and the County of Inyo hereby enter into this Agreement

LADWP: _____	**County**: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

COOPERATIVE STUDY FUNDING AGREEMENT - ECOLOGICAL SOCIETY OF AMERICA

This COOPERATIVE STUDY FUNDING AGREEMENT – THE ECOLOGICAL SOCIETY OF AMERICA (ESA) (this "***Agreement***"), dated _____, 2012 (the "***Effective Date***"), is made by and between the LOS ANGELES DEPARTMENT OF WATER AND POWER ("LADWP") and the COUNTY OF INYO (the "COUNTY").

Whereas, LADWP and the County are parties to the *Agreement Between the County of Inyo and the City of Los Angeles and its Department of Water and Power on a Long Term Groundwater Management Plan for Owens Valley and Inyo County* found in Section II of Stipulation and Order for Judgment in Inyo County Superior Court Case Number 12908 ("Water Agreement"); and

Whereas, the Green Book is the technical appendix to the Water Agreement; and

Whereas, the terms of the Water Agreement and the Green Book are jointly managed and implemented by and through LADWP and the County's participation in the Standing Committee and Technical Group; and

Whereas, the Water Agreement anticipated that from time to time joint Cooperative Studies would be necessary to analyze the effects of groundwater pumping on the environment of the Owens Valley; and

Whereas, pursuant to Water Agreement Section IX, Cooperative Studies, the reasonable costs of studies undertaken pursuant to the Green Book shall be funded by LADWP; and

Whereas, LADWP and the County recognize that the Green Book requires certain revisions to remedy certain deficiencies; and

Whereas, LADWP and the County, by and through the Inyo County Water Department have engaged in a cooperative effort to revise the Green Book based upon sound science and the experience garnered since the establishment of the Water Agreement; and

Whereas, LADWP and the County, by and through the Inyo/Los Angeles Standing Committee endorsed the *Framework and Procedures for Developing Revisions to the Green Book* ("Framework') on November 27, 2006; and

Whereas, as recognized in the Framework, in order for LADWP and the County to complete necessary Green Book Revisions, Cooperative Studies are required that include engaging the services of facilitators, peer reviewers, and other additional resources; and

Whereas, LADWP and the County have selected ESA to assist with the necessary Cooperative Studies required to complete Green Book revisions recognized in the Framework; and

Therefore, LADWP and the County agree as follows:

1. DEFINITIONS

1.1 Framework means *Framework and Procedures for Developing Revisions to the Green Book* ("Framework') on November 27, 2006, attached as Exhibit A.

1.2 Cooperative Study means all studies, including use of facilitators, peer reviewers and other additional resources performed or retained pursuant to the Framework to assist in revising the Green Book.

1.3 Cooperative Study Trust Fund - ESA means all monies, including any accrued interest, deposited by LADWP into an Inyo County Treasury account, managed by the County, to finance the Cooperative Study.

1.4 Effective date means the date that this Agreement is signed by both LADWP and the County.

2. AGREEMENT

2.1 LADWP will deposit $150,000 into the Cooperative Study Trust Fund - ESA account within 60 days of the effective date of the Agreement.

2.2 The principal and interest in the Cooperative Study Trust Fund - ESA account shall be used exclusively for the purposes of paying the costs of the ESA's participation in the Cooperative Study to revise sections of the Green Book pursuant to the Framework.

2.3 Funds contained in the Cooperative Study Trust Fund - ESA shall exclusively be used to pay the costs for ESA's work performed in accordance with approved work-plans that have been jointly approved by LADWP and Inyo County Project Managers for the Green Book revision effort.

2.4 The County and LADWP will, unless otherwise agreed by LADWP's Senior Assistant General Manager – Water System and the Inyo County Administrative Officer, jointly direct the efforts of mutually agreed upon ESA representatives whose services are required to conduct the Cooperative Study.

2.5 The County will provide LADWP with a monthly accounting pertaining to the Cooperative Study Trust Fund - ESA account, reflecting the balance and itemized debits. This monthly accounting shall be submitted to LADWP on or before the 10th calendar day of each month. Each accounting shall itemize the expenditures

during the previous month and report the cumulative expenditures from the trust fund.

2.6 At any time within one year after the completion or termination of a contract entered into to assist in conducting the Green Book Cooperative Studies required pursuant to the Framework, LADWP shall have the right to conduct an audit of the monthly expenditures associated with that contract itemized in the monthly reports by providing 30 calendar days notice to the County.

2.7 The County shall provide LADWP with an office to conduct this audit along with all requested documents and information at no cost to LADWP.

2.8 Funds from the Cooperative Study Trust Fund - ESA account shall not be used to reimburse the County or LADWP for any charges or costs associated with audit proceedings.

2.9 LADWP shall promptly conduct and complete any audit and shall notify the County in writing of any expenditures that LADWP believes are improper.

2.10 The County shall promptly respond to any claim of an improper expenditure in writing. If the County and LADWP are in disagreement over whether any expenditure was improper, the matter will be submitted to an impartial arbitrator selected by LADWP and County for resolution. That arbitrator will render a decision within 30 days of selection, unless modified by agreement by the parties, in accordance with 2.11. LADWP and the County shall each pay one-half of the costs of the arbitrator.

2.11 If LADWP and the County do not agree on a single arbitrator within fourteen days of notice of the disagreement by either party, then within seven days one arbitrator will be selected by the County, and one arbitrator will be selected by LADWP. These two arbitrators shall, within seven days, select a third arbitrator and the panel of three arbitrators will decide the dispute in an expeditious manner, but by not more than 30 days after the panel is formed. Opening briefs shall be due from each party within 7 days following the selection of an agreed upon arbitrator or formation of the arbitration panel. Reply briefs shall be due 5 days after submission of each parties opening briefs. Argument shall be scheduled not later than 14 days following submission of opening briefs, unless modified by the parties. In the event of arbitration, each party will pay its own costs, the cost of the arbitrator it selects, and one-half of the other costs of the arbitration. The decision of the arbitrator (or three-arbitrator panel) will be final.

2.12 Any expenditure deemed to be improper shall be refunded into the Cooperative Study Trust Fund - ESA account by the County within 60 days from the date of such determination.

2.13 The County's administration charges associated with the Cooperative Study Trust Fund - ESA account and Cooperative Study shall be at the County's sole expense.

2.14 The County, at the termination of this agreement, shall then return the balance of the unused and unobligated Cooperative Study Trust Fund - ESA monies, including any accrued interest, to LADWP within 60 calendar days.

3. TERM AND TERMINATION.

3.1 Term. This Agreement will begin on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in effect for one year.

3.2 Termination by LADWP and the County. LADWP and the County reserve the right to terminate this Agreement, for any purpose, upon providing thirty (30) days written notice.

3.3 Termination. This Agreement shall terminate one year after the Effective Date, unless extended by agreement between LADWP and the County.

3.4 Effect of Termination. Immediately upon termination of the Agreement as provided in either Sections 3.2 and 3.3, the County shall refund to LADWP any monies remaining in the Cooperative Study Trust Fund account that have not been obligated prior to the notice of termination within 30 days of such termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK SIGNATURE PAGE FOLLOWS]

LADWP and the County of Inyo hereby enter into this Agreement

LADWP: _____	**County:** _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

MEMORANDUM OF UNDERSTANDING
Among
The Los Angeles Department of Water and Power
The Inyo County Water Department
and
Susan Carpenter

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby entered into by and between the Los Angeles Department of Water and Power (LADWP), the County of Inyo (County), by and through the Inyo County Water Department (ICWD), and Susan Carpenter (Ms. Carpenter) in order to document LADWP and the County's objectives of mutual collaboration and their objectives of working with Ms. Carpenter to facilitate revisions to the Green Book.

1. DEFINITIONS

1.1 Framework means *Framework and Procedures for Developing Revisions to the Green Book* (Framework) on November 27, 2006, attached as Exhibit A.

1.2 Cooperative Study means all studies, including use of facilitators, peer reviewers and other additional resources performed or retained pursuant to the Framework to assist in revising the Green Book.

1.3 Cooperative Study Trust Fund-Facilitator means all monies, including any accrued interest, deposited by LADWP into an Inyo County treasury account, managed by the County, to finance the facilitation of the Cooperative Study.

1.4 Water Agreement means the *Agreement Between the County of Inyo and the City of Los Angeles and its Department of Water and Power on a Long Term Groundwater Management Plan for Owens Valley and Inyo County* found in Section II of Stipulation and Order for Judgment in Inyo County Superior Court Case Number 12908.

1.5 Green Book means the technical appendix to the Water Agreement.

1.6 Facilitator means an independent third party whose mission is to assist Inyo County and LADWP in accomplishing all assigned tasks and objectives under the Cooperative Study, in order to revise the Green Book in accordance with the Framework. It is intended that the Facilitator will provide transparency to the Cooperative Study process and will report to the Technical Group and Standing Committee regarding the County and LADWP's progress toward revising the Green Book in accordance with the Framework.

1.7 The Cooperative Study Funding Agreement-Facilitator (Agreement), attached as Exhibit A, means the contract between LADWP and the County for funding for the required Facilitator to complete Green Book revisions recognized in the Framework.

1.8 Project Managers means the project managers for both the County and LADWP assigned to manage the Cooperative Study.

2. PURPOSE

LADWP and the County are currently revising the Green Book, a technical appendix to the Water Agreement. The Green Book revisions focus on the technical and procedural aspects of water management methods and their implementation in the Owens Valley. The overall goal of the Water Agreement between LADWP and Inyo County is to manage the water resources within the County to avoid certain described decreases and changes in vegetation and to cause no significant effect on the environment which cannot be acceptably mitigated while providing a reliable supply of water for export to Los Angeles and for use in Inyo County. In an effort to achieve this goal and implement the methodologies contained in the Green Book, both LADWP and the County have collected data on vegetation and hydrology in the Owens Valley since prior to 1970. However, LADWP and the County do not agree on current monitoring or analysis methods and are independently collecting and analyzing vegetation data using separately developed methods. Both LADWP and the County have recognized the benefits associated with a jointly developed and mutually agreed upon vegetation monitoring and analysis procedures that will be administered by the Technical Group.

To that end, LADWP and the County have requested that Ms. Carpenter participate as a Facilitator in the Cooperative Study with the goal of revising the Green Book to provide the Inyo/Los Angeles Technical Group (Technical Group) with vegetation monitoring and analysis procedures that best achieve the requirements, goals, and principles of the Water Agreement.

3. SCOPE and UNDERSTANDING

Ms. Carpenter will serve as a Facilitator, in accordance with the Framework, in the execution of this Cooperative Study that will be used by the Technical Group to revise the Green Book in accordance with Section XXV of the Water Agreement. Ms. Carpenter will contract directly with the County to facilitate the necessary Cooperative Study.

IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

3.1 CALIFORNIA PUBLIC RECORDS ACT. Any information furnished to the LADWP or ICWD under this instrument may be subject to the California Public Records Act, California Government Code Section 6200 et seq.

3.2 AUTHORIZATION TO PERFORM WORK. The County will enter into a contract with Ms. Carpenter to provide professional Facilitator Services for the Cooperative Study. All work conducted by Ms. Carpenter under this MOU will be in accordance with specific tasks authorized by the Project Managers and in accordance with the scope of work developed for the Cooperative Study. Ms. Carpenter will provide a written cost estimate and schedule for each task prior to the task being authorized. LADWP's Project Manager shall be provided with copies of all cost estimates, task authorizations, and invoices related to this MOU.

3.3 MODIFICATION. Modifications to this MOU shall be made by mutual consent of LADWP and the County and issuance of a written modification, signed and dated by the Project Managers of each party, prior to any changes being performed.

3.4 COMMUNICATIONS. All communications between Ms. Carpenter, LADWP, and the County shall be made openly between the three parties, but subject to Ms. Carpenter's discretion in her role as Facilitator, so that each party is concurrently made aware of the status of any effort being made under this MOU.

3.5 USE OF MS. CARPENTER'S OPINIONS AND CONCLUSIONS. No opinion, judgment, or conclusion arising from Ms. Carpenter's participation in the Cooperative Study, pursuant to this this MOU, or any other agreement or contract, shall be considered as binding upon LADWP or the County.

3.6 PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts LADWP, the County, or Ms. Carpenter from participating in similar activities with other public or private agencies, organizations, and individuals.

3.7 FUNDING. Funding for this process will be provided from the Cooperative Study Trust Fund - Facilitator. Cooperative Study Trust Fund - Facilitator shall only be used to provide payment to Ms. Carpenter for professional services and reasonable administrative costs directly resulting from participation in the Cooperative Study and in conformance with the attached scope of work and in accordance with the Agreement. The Cooperative Study Trust Fund - Facilitator, provided for under the Agreement and this MOU, shall not be used by the County to cover its own administrative or other costs. Funds will be provided based on a contract executed between the County and Ms. Carpenter, which in turn is based upon the Cooperative Study described in the attached scope of work, this MOU

and the Agreement. Payment will be made from the Cooperative Study Trust Fund - Facilitator in response to invoices received by the County from Ms. Carpenter, in accordance with the Agreement. All funding obligations shall be approved by LADWP prior to obligation. The total funding provided by LADWP under this MOU and the Agreement shall not exceed $150,000 without further approval by the City of Los Angeles, by and through LADWP.

3.8 COMMENCEMENT/EXPIRATION DATE. The MOU is executed as of the date of the last signature and is effective for one calendar year thereafter, at which time it will expire unless extended.

3.9 TERMINATION. Any of the parties may terminate the instrument in whole, or in part, at any time before the date of expiration, upon 30 day written notice. Any funds remaining in the Cooperative Study Trust Fund provided under this MOU and the Agreement that have not been obligated prior to the notice of termination of this MOU shall be returned to LADWP within 60 days of the termination of this MOU or the Agreement.

3.10 PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Los Angeles Department of Water and Power	**Inyo County Water Department**	**Susan Carpenter**
Robert Prendergast Project Manager	Robert Harrington Project Manager	
300 Mandich St. Bishop, CA 93514-3449	P.O. Box 337 135 South Jackson St. Independence, CA 93526	Susan Carpenter Mediation - Collaboration 1955 Bronson Way Riverside, CA 92506
(760) 873-0209	(760) 872-1168	Office: 951 784-7307 Fax: 951 784-0487
Robert.Prendergast@ladwp.com	bharrington@inyowater.org	scarpenter3@att.net

3.11 NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled as described above and in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized. This instrument does not provide such authority.

THE PARTIES HERETO have executed this instrument

LOS ANGELES DEPARTMENT OF WATER AND POWER	INYO COUNTY WATER DEPARTMENT	SUSAN CARPENTER
		Susan Carpenter 10/30/12

MEMORANDUM OF UNDERSTANDING
Among
The Los Angeles Department of Water and Power,
The Inyo County Water Department,
and
The Ecological Society of America

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby entered into by and between the Los Angeles Department of Water and Power (LADWP), the County of Inyo (County), by and through the Inyo County Water Department (ICWD), and the Ecological Society of America (ESA) in order to document LADWP and the County's objectives of mutual collaboration and their objectives of working with ESA to revise the Green Book.

1. DEFINITIONS

1.1 Framework means *Framework and Procedures for Developing Revisions to the Green Book* (Framework) on November 27, 2006, attached as Exhibit A.

1.2 Cooperative Study means all studies, including use of facilitators, peer reviewers and other additional resources performed or retained pursuant to the Framework to assist in revising the Green Book.

1.3 Cooperative Study Trust Fund means all monies, including any accrued interest, deposited by LADWP into an Inyo County treasury account, managed by the County, to finance the Cooperative Study.

1.4 Water Agreement means the *Agreement Between the County of Inyo and the City of Los Angeles and its Department of Water and Power on a Long Term Groundwater Management Plan for Owens Valley and Inyo County* (Water Agreement) found in Section II of Stipulation and Order for Judgment in Inyo County Superior Court Case Number 12908.

1.5 Green Book means the technical appendix to the Water Agreement.

1.6 The Cooperative Study Funding Agreement (Agreement), attached as Exhibit A, means the contract between LADWP and the County for funding for required studies to complete Green Book revisions recognized in the Framework.

2. PURPOSE

LADWP and the County are currently revising the Green Book, a technical appendix to the Water Agreement. The Green Book revisions focus on the technical and procedural aspects of water management methods and their implementation in the Owens Valley. The overall goal of the Water Agreement between LADWP and the County is to manage the water resources within Inyo County to avoid certain described decreases and changes in vegetation and to cause no significant effect on the environment which cannot be acceptably mitigated while providing a reliable supply of water for export to Los Angeles and for use in Inyo County. In an effort to achieve this goal and implement the methodologies contained in the Green Book, both LADWP and the County have collected data on vegetation and hydrology in the Owens Valley since prior to 1970. However, LADWP and the County do not agree on current vegetation monitoring analysis methods and are independently collecting and analyzing vegetation data using different methods. Both LADWP and the County have recognized the benefits associated with jointly developed and mutually agreed upon vegetation monitoring and analysis procedures that will be administered by the Technical Group. To that end, LADWP and the County have requested the ESA to participate in a Cooperative Study with the goal of revising the Green Book to provide the Inyo/Los Angeles Technical Group (Technical Group) with vegetation monitoring and analysis procedures that best achieve the requirements, goals, and principles of the Water Agreement.

3. SCOPE and UNDERSTANDING

The ESA will serve as an independent third party in the execution of this Cooperative Study. The scope of the study is to develop vegetation monitoring and analysis procedures that will be used by Inyo County and LADWP to revise the Green Book in accordance with Section XXV of the Water Agreement and the Framework. ESA will assemble and manage a panel of scientists acceptable to the County and LADWP to participate with staff from both agencies to complete this study. The panel of scientists will review previous results and reports and will provide expert evaluation of applicable scientific methods. Participating ESA scientists will meet periodically with the County and LADWP staff, and provide written reports containing their evaluations and recommendations. ESA will be responsible for coordinating the work of the participating ESA scientists with the project managers and/or a facilitator provided by the County and LADWP. ESA will contract directly with the County to undertake the necessary Cooperative Study.

IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

3.1 CALIFORNIA PUBLIC RECORDS ACT. Any information furnished to LADWP or ICWD under this instrument may be subject to the California Public Records Act, California Government Code Section 6200 et seq.

3.2 AUTHORIZATION TO PERFORM WORK. The County will enter into a contract with the ESA to provide professional services for the necessary Cooperative Study. All work conducted by the ESA under this MOU will be in

accordance with specific tasks authorized by the County Project Manager and in accordance with the scope of work developed for the Cooperative Study. ESA will provide a written cost estimate and schedule for each task prior to the task being authorized. LADWP's Project Manager shall be provided with copies of all cost estimates, task authorizations, and invoices related to this MOU.

3.3 MODIFICATION. Modifications to this MOU shall be made by mutual consent of LADWP, the County, and ESA and issuance of a written modification, signed and dated by the Project Managers of each party, prior to any changes being performed.

3.4 COMMUNICATIONS. All communications between ESA, LADWP, and the County shall be made openly between the three parties so that each party is concurrently made aware of the status of any effort being made under this MOU.

3.5 USE OF ESA OPINIONS AND CONCLUSIONS. No opinion, judgment, or conclusion arising from ESA's participation in the Cooperative Study, pursuant to this MOU, or any other agreement or contract, shall be considered as binding upon LADWP or the County.

3.6 PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts LADWP, the County, or ESA from participating in similar activities with other public or private agencies, organizations, and individuals.

3.7 FUNDING. Funding for this process will be provided from the Cooperative Study Trust Fund. The Cooperative Study Trust Fund shall only be used to provide payment to ESA for professional services and reasonable administrative costs directly resulting from participation in the Cooperative Study and in conformance with the attached scope of work and in accordance with the Agreement. The Cooperative Study Trust Fund, provided for under the Agreement and this MOU, shall not be used by the County to cover its own administrative or other costs. Funds will be provided based on a contract executed between the County and ESA, which in turn is based upon the Cooperative Study described in the attached scope of work, this MOU and the Agreement. Payment will be made from the Cooperative Study Trust Fund in response to invoices received by the County from the ESA, in accordance with the Agreement. All funding obligations shall be approved by LADWP prior to being incurred. The total funding provided by LADWP under this MOU and the Agreement shall not exceed $150,000 without further approval by the City of Los Angeles, by and through LADWP.

3.8 COMMENCEMENT/EXPIRATION DATE. The MOU is executed as of the date of the last signature and is effective for one calendar year thereafter, at which time it will expire unless extended.

3.9 TERMINATION. Any of the parties may terminate this instrument in whole, or in part, at any time before the date of expiration, upon 30 day written notice. Any funds remaining in the Cooperative Study Trust Fund provided under this MOU and the Agreement that have not been obligated prior to the notice of termination shall be returned to LADWP within 60 days of the termination of this MOU or the Agreement.

3.10 PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Los Angeles Department of Water and Power	**Inyo County Water Department**	**Ecological Society of America**
Robert Prendergast Project Manager	Aaron Steinwand Project Manager	Clifford Duke
300 Mandich St. Bishop, CA 93514-3449	P.O. Box 337 135 South Jackson St. Independence, CA 93526	1990 M St., Suite 700 Washington, DC 20036
(760) 873-0209	(760) 872-1168	
Robert.Prendergast@ladwp.com	asteinwand@inyowater.org	CSDuke@esa.org

3.11 NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled as described above and in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized. This instrument does not provide such authority.

THE PARTIES HERETO have executed this instrument

LOS ANGELES DEPARTMENT OF WATER AND POWER	INYO COUNTY WATER DEPARTMENT	ECOLOGICAL SOCIETY OF AMERICA
		Katherine S. McCarter
		Katherine McCarter, Executive Director Ecological Society of America

S:\Aqueduct Admin\MISC Adm\ESA Green Book Peer Review MOU Inyo DWP FINAL.doc

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
7

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: February 19, 2013

SUBJECT: Purchase of two (2) Mobile Sweeper Trucks

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the Purchase of two (2) new Bear, Dual Street Sweepers.
2. Approve 1 Purchase Order to Haaker Equipment Company in the amount of $547,985.52. Price includes sales tax but does not include license fees or delivery charge.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Road Department is requesting to purchase two (2) 2013 Bear Dual Street Sweepers. These Sweepers will be used to sweep streets within the County's maintained mileage system. The Road Department has two older street sweepers that are worn out and need to be replaced. These sweepers are also affected by California Air Resources Board (CARB) regulations and would otherwise need to be sold in a few years.

On May 24, 2012, Inyo County Road Department was awarded $450,000 in grant funding from Great Basin Unified Air Pollution Control District for the purchase of two (2) new street sweeper trucks. The Road Department would be responsible to pick up the balance of the cost, $97,985.52. The Road Department will also be responsible for destroying the engines that are in the old sweeper trucks.

Although the purchase order will be to Haaker Equipment Company, the street sweepers will actually be purchase through the National Joint Powers Alliance (NJPA). Haaker Equipment is working as a low bid partner with the NJPA.

ALTERNATIVES:

1. The Board could decide not to approve this request. This is not recommended, as street sweepers are an integral part of the Road Departments maintenance program and play an important role in keeping county streets in good shape and functioning properly.

OTHER AGENCY INVOLVEMENT:

The Inyo County Auditors Office
County Counsel's Office

FINANCING:

Road Budget 034600 Object Code 5650 (Other Equipment > $5,000)

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: 2-11-13 Date
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Leslie L. Chapman Approved: 2/14/13 Date
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 2/14/13

HAAKER
EQUIPMENT COMPANY

2070 North White Avenue, La Verne, California 91750
(909) 598-2706 ~ FAX (909) 598-1427 ~ haaker.com

NJPA COOPERATIVE PURCHASING AGREEMENT CONTRACT - #0316710-FSC

PROPOSAL
February 14, 2013

TO: INYO COUNTY ROAD DEPT
PO Box Q
Independence, CA 93526

ATTN: Mr. Bobby Brown
760 878-0203
Email: bbrown@inyocounty.us

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval based on the ***NJPA Cooperative Purchasing Agreement – Contract #031710-FSC***.

ONE (1) NEW BROOM BEAR DUAL STREET SWEEPER

Variable Height, Ride Side Dumping, 4.5 Cu. Yd. Hopper with Dual Hydraulically Driven, Trailing Arm Sidebrooms. Mounted 2013 Freightliner M2 Chassis with 2010 Emissions Package, Equipped with Full Air Brakes, Dual Steering, Chalmer Suspension, Powder Painted Standard White and an Allison Automatic Transmission. Unit to Include the Following Standard and Optional Equipment.

Standard Equipment:

- ✓ Broom side, 46 "steel vertical digger 4 or 5 segment
- ✓ Broom side, air floating suspension with adjustable reach, air deploy
- ✓ Broom, main, 34" diameter, 60" wide prefab disposable
- ✓ Camera, Rear with in-cab monitor
- ✓ Conveyer chain, hardened with polyurethane sprockets
- ✓ Conveyer, 11 flight belt with rubber edging
- ✓ Conveyer, lift independent from main broom
- ✓ Conveyer, three piece replaceable wear plates
- ✓ Conveyor flush out system
- ✓ Conveyor raise in reverse
- ✓ Conveyer stall alarm
- ✓ Dirt shoes, heavy duty single row carbide steel (rubber isolated)
- ✓ Electric backup alarm
- ✓ Hopper inspection door
- ✓ Hopper, 4.5 cu yd. with window and skylight
- ✓ Hopper up indicator and beep
- ✓ Hopper, variable high dump, 9'6", 4.5 yard
- ✓ Hose, hydrant fill, 16'8" (5080 mm) with strainer and coupling
- ✓ Hydraulic oil level gauge w/ external thermometer and in-cab level light
- ✓ Hydraulic system, load sensing with selectable transmission driven PTO pump
- ✓ Lights, automatic backup
- ✓ Lights, combination tail/stop, separate amber signal
- ✓ Lights, flood light, one per broom (3)
- ✓ Manuals, operator and parts
- ✓ Rear broom cover and anti-carryover wrap
- ✓ Rear broom spray bar
- ✓ Rear right hand flood light
- ✓ Reflectors, set of 6
- ✓ Sidebroom speed control, external to cab
- ✓ Sweep resume / raise in reverse
- ✓ Tactile controls for all sweep functions
- ✓ Tool storage
- ✓ Water fill, anti-siphon
- ✓ Water level indicator in-cab
- ✓ Water Pump, electric diaphragm
- ✓ Water tank, molded polyethylene, 360 gallon total nominal capacity

Optional Equipment Included:

- ✓ Conveyor Reverse Light with Alarm
- ✓ Broom Bear Parts/Operator/Service Manuals
- ✓ Slow Moving Vehicle Emblem
- ✓ Hydraulic Oil Temp Gauge
- ✓ Lifeliner Hopper System with Warranty
- ✓ LED Stop/Tail/Turn/Rear ID/Clearance Lights
- ✓ (2) Rear Low Mounted Oval Amber LED Flashers
- ✓ Left Hand Side Broom Tilt
- ✓ Right Hand Side Broom Tilt
- ✓ PM10 Compliant
- ✓ Hydrant Wrench
- ✓ In Cab Variable Speed and Reversing Broom Control
- ✓ Tool Box with Tools
- ✓ M2 Parts and Operators Book
- ✓ AM/FM/CD Radio
- ✓ Fender Mounted Mirrors
- ✓ Heated Mirrors Remote Controlled
- ✓ 12" Convex Mirrors
- ✓ In-Cab Air Filter Restriction Indicator
- ✓ (2) Bostrom Air 905 Cloth Hi-Back Seats
- ✓ Dual Arm Rests/Cloth
- ✓ Dual Air Horns
- ✓ Front Spray Bar
- ✓ 2nd Year Parts/Labor Warranty
- ✓ Whelen LED Safety Light Package including LED Traffic Advisor, beacons, controllers.
- ✓ 5# Fire Extinguisher
- ✓ Safety Triangles

NJPA Contract Price ..... **$ 253,697.00**
Sales Tax (8.0%) ..... **$ 20,295.76**

PRICE, FOB: INDEPENDENCE, CA: ..... **$ 273,992.76**

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for **90 Days**. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 90-220 Days **TERMS:** Net 10 Or Approved Lease

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY **ACCEPTED BY:** _____

BY: David Kane **DATE:** _____

David Kane
Sales Representative

DK/rp

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
8

FROM: Inyo County Child Support Agency

FOR THE BOARD MEETING OF: February 19, 2013

SUBJECT: Hiring of a Child Support Officer I/II, depending upon qualifications.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board find consistent with the adopted Authorized Position Review Policy: (1) the availability of funding for the requested position comes from the Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; (2)and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position of Child Support Officer I or II, but since no layoffs are pending, the vacancy be filled through an open recruitment; and c) approve the hiring of one Child Support Officer I, Range 57 ($3,046-$3,701) or Child Support Officer II, Range 60 ($3,271-$3,973) depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo County employee, Keri Oney, will be leaving her position with the Eastern Sierra Department of Child Support Services as a Child Support Officer II as of March 14, 2013, to pursue a managerial position with Health and Human Services. After this date, the Inyo County Child Support agency will be left with three child support officers: (1) Child Support Officer III; (1) Child Support Officer II; and (1) Child Support Supervisor. It is necessary to fill the Child Support Officer position as soon as practicable to provide for the assignment of the case load and ensure ongoing quality services are provided to our Inyo and Mono County residents and children.

ALTERNATIVES:

The Board could decline this this request. This is not recommended, as the Child Support agency case load continues to require daily state and federal mandated functions be undertaken to ensure consistent case outcomes and collections.

OTHER AGENCY INVOLVEMENT:

Personnel Department.

FINANCING:

The funding for this position will be provided through the Child Support Agency Budget 022501 and funding for this position is provided for in the Board approved 2012-2013 budget.

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.) Amy Shephard Approved: ✓ Date 2/12/13
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Sue D Approved: ✓ Date 2/12/13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 2/13/13

For Clerk's Use Only:
AGENDA NUMBER

9

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: February 19, 2013

SUBJECT: Request to extend temporary employment of a Health and Human Services Specialist.

DEPARTMENTAL RECOMMENDATION:
Request that your Board authorize Health and Human Services to extend the temporary employment of one Health and Human Services Specialist (HHSS) at Range 053PT step A ($14.89/hr.), for a period not to exceed five months in calendar year 2013.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This temporary position was established in August to help provide support to the Child Welfare Social Work staff, as at that time, there were three Social Worker vacancies. Currently, there are still two Social Worker vacancies and a Human Services Supervisor vacancy in the Adult and Children's Social Services/ESSSA division. In light of the vacancies in this division, HHS continues to have a need for paraprofessional support.

The HHSS assists the Social Workers by providing transportation for visits between parents and children, transporting children to court or other appointments as required, ensuring all Child Welfare data is entered into the CWS/CMS computer system, providing visitation monitoring between parents and children, as well as many other duties.

New personnel rules regarding temporary employees have gone into effect this year, and HHS understands that appointments exceeding six months in any calendar year cannot be granted. In recognition of these new rules, we are requesting approximately a three month temporary extension beginning February 27 and ending May 31, 2013 to ensure that this temporary appointment will not exceed a total of five months in calendar year 2013.

ALTERNATIVES:
Your Board could choose not to extend the temporary Health and Human Services Specialist position. However, denying this request would result in continued workload increase to the HHSS staff who are currently without a supervisor and would impact the HHSS staffs' ability to assist the Social Workers who are currently short-staffed and need increased assistance.

OTHER AGENCY INVOLVEMENT:
Juvenile Court, Juvenile Probation, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, Sheriff's Office, Bishop Police Department.

FINANCING:

State, Federal and Social Services Realignment. There is sufficient savings in the Social Services budget (055800) in the salaries and benefits object codes to fund this temporary position. 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: yes Date: 2/7/13
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: ✓ Date: 2/6/13
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 2-12-13

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
10

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: February 19, 2013

SUBJECT: Approve and sign contract with Central Sierra Resource Conservation and Development Council, Inc. (CSRC&DC) which will provide grant funds for the CSA-2 Sewer Rehabilitation Project and amend the CSA-2 budget to accommodate the project.

DEPARTMENTAL RECOMMENDATIONS:

1. Request Board approve and sign the Contract between the County of Inyo and CSRC&DC for the provision of grant funds from the California Department of Water Resources for the CSA-2 Sewer System Improvement Project.
2. Request Board amend the 2012-2013 County Services Area No. 2 budget (budget unit #810001) as follows: Increase estimated revenues in State Grants (object code 4498) by $310,895 and Operating Transfers In (object code 4998) by 131,504; Increase appropriations in External Charges (object code 5124) by $87,301; Professional Services (object code 5265) by $110,000; General Operating Expense (object code 5311) by $15,442; and, Construction in Progress (object code 5700) by $229,656.
3. Request Board amend the 2012-2013 County Services Area No. 2 ACO budget (budget unit #810101) by increasing appropriation in Operating Transfers Out (object code 5801) by $130,504. There is sufficient fund balance to cover this transfer.
4. Authorize the Public Works Director to sign contract amendments to the extent permitted by law.

SUMMARY DISCUSSION: In 2006 the voters of California passed the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act 2006 (Proposition 84) which provides funding for a myriad of water and environmental related projects codified within the Public Resources Code Section 75026 et seq. On behalf of the CSA-2 Sewer District, Public Works applied for Proposition 84 grant funding from the California Department of Water Resources (DWR) through the Inyo-Mono Integrated Regional Water Management Program ("Inyo-Mono IRWMP") to replace approximately 3,000 lineal feet of sewer main and man holes. After numerous budget cuts the final approved grant was reduced and is anticipated to fund approximately 2,000 to 2,500 lineal feet of failing sewer mains and manholes in the CSA-2 Sewer District. Unfortunately, the environmental effort is not anticipated to be reduced in proportion to construction. A portion of the anticipated sewer replacement project work crosses U.S. Forest Service land and may require additional permitting requirements. Staff anticipates making final determination of the amount of sewer infrastructure to be replaced once the cost of other project items, such as dewatering efforts and environmental permitting, is clearer. The sewer replacement work amount will increase should environmental project costs decrease. A 10% construction contingency amount is recommended because construction costs will come later in the project schedule. The project will replace as much sewer main as is possible with available funds.

Under the provisions of the Proposition 84 grant, the Inyo-Mono IRWMP must designate a fiscal agent to administer the grant funds through contracts for each project funded by the grant funds. The CSRC&DC is the fiscal agent. A total of $1,075,000 in grant funding was authorized by DWR and will be provided to CSRC&DC under Grant Agreement No. 4600009723 executed between California DWR and CSRC&D for use on this and 6 other projects. Under the contract with CSRC&DC, $310,895 will be provided to the County for the CSA-2 project. Grant Agreement No. 4600009723 is also attached for your review as Exhibit 1 to the Contract before you. By signing the Contract before you, the County of Inyo will also be bound by the terms of this Grant Agreement between DWR & CSRC&DC which covers completion of the project work plan, construction, and monitoring reports during construction, at project completion, and annually for a ten (10) year period following the completion of the project. The term of this contract shall be from the date signed by the parties and terminates when all of the parties' obligations under this contract and under the Grant Agreement are fully satisfied. All construction and final project reporting work will be completed by December 31, 2014.

The total project cost is $442,399, which consists of the Prop 84 grant amount of $310,895 along with a CSA-2 Sewer District match of $110,626 and, an additional 10% construction contingency amount of $20,878. Inyo County will, on a quarterly basis, prepare and submit to the CSRC&DC statements for all budgeted project expenditures paid by Inyo County within the quarter in question and, in turn, CSRC&DC will incorporate those statements with those of the other project sponsors, and invoice DWR. DWR will then reimburse the fiscal agent, who will then reimburse the County. Quarterly invoices to DWR will be reimbursed in a 3-6 month timeframe. The attached final grant and contract documents and associated costs, along with funding amounts, were not available before the 2012-13 FY budget was finalized and therefore the necessary budget and object codes were not established during the 2012-13 FY budget process. This project will also be included in the 2013-14 FY budget and possibly the 2014-15 FY budget.

With this action, Public Works will seek a Board approved amendment to the 2012-13 FY budget to reflect the possible total project amount of $442,399 (which is the anticipated project total cost plus a 10% construction contingency amount). During construction, the undesignated Fund Balance in the ACO budget may be utilized for cash flow.

ALTERNATIVES: The Board could choose not to sign the contract; however, this is not recommended as this project will accomplish much needed sewer system rehabilitation work and reduce maintenance and sewage treatment costs.

OTHER AGENCY INVOLVEMENT:
(1) County counsel
(2) Auditor's office
(3) CSA-2 Sewer District

FINANCING: The funding for this project will be available in the CSA-2 ACO budget pending approval of this Board action. The current fund balance for CSA-2 ACO is $299,565. Annually, this fund balance receives approximately $20,000 from the user operating fee assessment. These funds, along with the DWR reimbursement funds received, will be utilized for project expenditures. During project construction, this fund balance will be reduced to $50,000 after being subjected to the 25% project match amount of $110,626 and Contractor progress payment invoices. Also during construction, the CSA-2 ACO fund balance may experience a temporary shortfall requiring a "General Fund cash flow loan" occurring when, prior to repayment to the General Fund for Public Works project related staff time and equipment expenses, project reimbursement payments are received from CSRC&DC. Public Works will closely monitor this fund balance and contact the CAO and Auditor's offices when the balance falls below the $50,000 amount.

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: YES Date 2/6/13
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: YES Date 2/8/13
PERSONNEL DIRECTOR N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

CAO SIGNATURE: _____ Date: 02-13-2013

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 2-13-13

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

AND

INYO COUNTY

This Agreement (hereinafter "Agreement") entered into between the Central Sierra Resource Conservation and Development Council, Inc., a California public benefit corporation (hereinafter referred to as "CSRC&D") and Inyo County, in the County of Inyo, 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&D 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. 4600009723 (hereinafter "Grant Agreement") to CSRC&D in the amount of $1,075,000.00. 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, $310,895.00, will be provided by CSRC&D to the Project Sponsor to be used to manage and implement a portion of the CSA-2 Sewer Improvements Project (hereinafter "Project"), 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.

E. The Grant Agreement requires that CSRC&D administer the funds and partner with the Project Sponsor to administer and implement a portion of the Project.

F. The Project Sponsor has the necessary capabilities and resources to implement the Project 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&D 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.

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

I. CSRC&D 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&D and the Project Sponsor agree as set forth below.

Section 2. CSRC&D Obligations

CSRC&D 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 and to promptly submit such reimbursement requests to DWR.

E. To oversee the progress of the Project 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 to CSRC&D and the disbursement of funds from CSRC&D to the Project Sponsor.

H. To furnish Valerie Klinefelter as the primary point of contact and project manager, or a successor, to carry out the duties for the CSRC&D as described herein.

I. To coordinate its project activities with the Project Sponsor and to provide the Project Sponsor with copies of all documentation 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.

K. To work with the Project Sponsor to ensure all deadlines and milestones for submittal of information to DWR are met.

L. To provide 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 with regard to the Project: (1) quarterly progress reports, (2) quarterly invoices, (3) a Project Completion Report, (4) a final invoice for the amount of Project funding retained by DWR (pursuant to section 17 of the Grant Agreement, submittal and subsequent approval by the State, of a Project Completion Report for each project listed on Exhibit A of the Grant Agreement is a requirement for the release of any funds retained by the State for such project). (5) a Grant Completion Report (to be submitted after all seven projects have been completed which will include quarterly reports, quarterly invoices and Project Completion Reports submitted by the Project Sponsors), and (6) post-performance reports as required by section 17 of the Grant Agreement.). All templates for invoicing and quarterly reporting received from DWR will be transmitted to the Project Sponsor. In addition, CSRC&D shall report annually to the IMRWMG and monthly to the Group's Administrative Committee on the progress of the Project.

N. To submit quarterly payments and payment of the final invoice to the Project Sponsor once such payments are received from DWR by CSRC&D.

O. To draft a Grant Completion Report for submittal to DWR. The final Grant Completion Report will include the Project Completion Reports on all seven (7) 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&D 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&D as 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 Project.

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, a Grant Completion Report, a final invoice for any project funds retained by DWR following submission of the Grant Completion Report and post performance reports (as may be required) to CSRC&D for the above referenced services in accordance with the Grant Agreement

E. To comply with the applicable provisions of State Grant Agreement No. 4600009723, and the Exhibits thereto, when administrating the Project.

F. To furnish a Contract Administrator and a point of contact 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.

G. Develop and implement a project monitoring plan as described in Paragraph 22 of the Grant Contract.

H. To ensure that 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

Section 4. Mutual Obligations

It is Mutually Agreed:

A. CSRC&D and the Project Sponsor intend to fulfill their obligations stated in this Agreement, but CSRC&D 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&D 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&D for costs associated with performing the Work Plan incurred from the date of the grant award notification (August 16th, 2011). In no case shall the Project Sponsor's compensation for services rendered under this Agreement exceed a total of $310,895.00.

C. CSRC&D may invoice DWR for costs associated in performing tasks under the Grant Agreement and this Agreement. In no case shall CSRC&D's compensation for services rendered for such services exceed a total of $136,525.00.

D. CSRC&D 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 three years from the date of the final payment to the Project Sponsor.

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 IMRWMG Program Office, through a contract with California Trout, which will assist with implementation and coordination of all seven (7) projects. The agreement with California Trout is not to exceed $29,025.00 implement specific tasks as defined in the administration work plan and budget.

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&D:

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

Project Sponsor:

The County of Inyo
PO Drawer Q
Independence, CA 95326

Program Staff:

Keith Pearce

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

CSRC&D

Valerie Klinefelter

Project Sponsor

_____

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

EXHIBIT A: WORKPLAN

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.

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

Exhibit B: Schedule

CSA-2 Sewer System Improvements Project												
	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Permitting												
Task 3: Environmental Documentation												
Task 4: Planning/Design/Engineering												
Task 5: Award of Contract												
Task 6: Construction Implementation												
Task 7: Construction Administration/Contingency												

Exhibit C: Budget

CSA-2 Sewer System Improvements Project

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	Total	% Funding Match
Task 1: Administration	$ 2,997.00	$ 8,763.00	$ -	$ 11,760.00	25%
Task 2: Permitting	$ 6,307.00	$ 9,135.00	$ -	$ 15,442.00	41%
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/Contingency	$ 52,281.00	$156,497.00	$ -	$ 208,778.00	25%
Task 7: Construction Administration	$ 2,980.00	$ 5,598.00	$ -	$ 8,578.00	35%
Grand Total	$ 110,626.00	$310,895.00	$ -	$ 421,521.00	26%

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

EXHIBIT D: STANDARD CONDITIONS

ATTACHMENT 1: STANDARD CONDTIONS

ATTACHMENT2: ENVIRONMENTAL COMPLIANCE DOCUMENT

ATTACHMENT 3: MONITORING

ATTACHMENT 4: RETENTION AKNOWLEDGMENT DOCUMENT

ATTACHMENT 5: LETTER ACKNOWLEDGING IN-KIND COMMITMENT

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

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.

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.

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.

D.6 **BUDGET CONTINGENCY:** If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.

D.7 **CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a) The contractor 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 contractor, 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 **DISBURSEMENTS:** 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. All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.

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

D.16 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.17 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.18 INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any sub agreements, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State. Grantee acknowledges that the Project work site will be reportable under the Public Records Act. State shall have the right to inspect the Grantee's office 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.19 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.20 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 insure 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 thereunder (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.21 **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 (California Public Resources Code 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, Grantee 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.

D.22 **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.23 **RETENTION:** Notwithstanding any other provision of this Grant Agreement, the State may retain up to ten percent (10%) of the grant amount specified in this Grant Agreement until completion of the Project and is accepted by the State.

D.24 **RIGHTS IN DATA:** 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.25 **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.26 **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 of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the

Project. To the extent permitted by law, the Grantee agrees 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) The carrying out of any of the transactions contemplated by 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 California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the 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.

To the fullest extent permitted by law, the 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.27 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.28 TERMINATION, IMMEDIATE REPAYMENT, INTEREST: This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the

provisions of this Grant Agreement within a reasonable time as established by the State. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.

D.29 **TIMELINESS:** Time is of the essence in this Grant Agreement.

D.30 **TRAVEL:** Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel will be reimbursed at or below the rate allowed for unrepresented State employees, Exhibit G, Travel and Per Diem Expenses. For the purpose of computing such expenses, Grantee's designated headquarters shall be: Inyo County, PO Box Q, Independence, CA 93526. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.. **Please note for the purposes of this contract funded through Proposition 84, no travel will be reimbursed**

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.

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

Project: CSA-2 Sewer Improvements Project

EXHIBIT D: STANDARD CONDITIONS

ATTACHMENT 1: DECLARATION OF COMPLIANCE WITH EXHIBIT D OF CONTRACT BETWEEN CENTRAL SIERRA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL INC. & CALIFORNIA DEPARTMENT OF WATER RESOURCES.

The undersigned acknowledges and declares that it will comply with and be bound by all recitals in Exhibit D, Standard Conditions within the agreement between Central Sierra Resource Conservation & Development and the California Department of Water Resources.

_____ _____

Name/Title **Date**

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

EXHIBIT D: STANDARD CONDITIONS

ATTACHMENT 2: ENVIRONMENTAL COMPLIANCE DOCUMENT

THE UNDERSIGNED ACKNOWLEDEGES AND DECLARES THAT IT WILL COMPLY WITH ALL APPLICABLE ENVIRONMENTAL REQUIREMENTS OF THE FUNDING AGENCY, THE CALIFORNIA DEPARTMENT OF WATER RESOURCES AND THE FUNDING SOURCE PROPOSITION 84.

_____ _____

NAME/TITLE DATE

**Environmental worksheet is attached*

**If applicable environmental documents are attached*

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

EXHIBIT D: STANDARD CONDITIONS

ATTACHMENT 3: MONITORING PLAN ACKNOWLEDGEMENT DOCUMENT

THE UNDERSIGNED ACKNOWLEDGES THE REQUIREMENT OF A MONITORING PLAN BY THE CALIFORNIA DEPARTMENT OF WATER RESOURCES. THE UNDERSIGNED DECLARES THAT IT WILL COMPLY WITH BOTH THE LENGTH AND FREQUENCY OF THE REQUIREMENT.

_____ _____

NAME/TITLE DATE

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

EXHIBIT D: STANDARD CONDITIONS AND WORKPLAN

ATTACHMENT 4: RETENTION OF FUNDS ACKNOWLEDGMENT DOCUMENT

THE UNDERSIGNED DECLARES ACKNOWLEDGEMENT THAT A PORTION OF ALLOCATED PROJECT FUNDS (5%) WILL BE RETAINED BY THE CALIFORNIA DEPARTMENT OF WATER RESOURCES PENDING PROJECT COMPLETION.

_____ _____

NAME/TITLE DATE

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

EXHIBIT D: STANDARD CONDITIONS

ATTACHMENT 5: DECLARATION OF MATCHING FUNDS DOCUMENT

THE UNDERSIGNED DECLARES A PROJECT MATCH OF $110,626.00 BRINGING THE TOTAL PROJECT COST TO $421,521.00

_____ _____

NAME/TITLE DATE

**Please attach letter of commitment to the document*

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

CSA-2 Sewer Improvements Project

EXHIBIT E: REPORTING REQUIRMENTS & FORM

ATTACHMENT 1: DECLARATION OF REPORTING REQUIREMENT DOCUMENT

THE UNDERSIGNED ACKNOWLEDGES THE REQUIREMENT TO REPORT TO, CENTRAL SIERRA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL, NOT LESS THAN QUARTERLY.

THE UNDERSIGNED ACKNOWLEDGES THE REQUIREMENT TO REPORT ON EACH TASK IN THE WORK PLAN IN EACH REPORT.

_____ _____

NAME/TITLE DATE

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

CSA-2 Sewer Improvements Project

EXHIBIT E: REPORTING REQUIREMENTS & FORM

ATTACHMENT 2: Reporting Form

DATE:	REPORT NUMBER _____

Summary of activities.

Narrative:

Task 1: Administration

Narrative:

Task 2: Permitting

Narrative:

Task 3: Environmental Documentation

Narrative:

Task 4: Planning/Design/Engineering

Narrative:

Task 5: Award of Contract

Narrative:

Task 6: Construction Implementation

Narrative:

Task 7: Construction Administration

Narrative:

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

CSA-2 Sewer Improvements Project

EXHIBIT F: INVOICING REQUIREMENTS & FORM

ATTACHMENT 1: INVOICING REQUIREMENT DOCUMENT

ATTACHMENT 2: INVOICING FORM

ATTACHMENT 3: REQUIRED INVOICING DOCUMENTS

EXHIBIT F: INVOICING REQUIREMENTS & FORM

ATTACHMENT 1: INVOICING REQUIREMENT DOCUMENT

THE UNDERSIGNED ACKNOWLEDGES THE REQUIREMENT TO SUBMIT AN INVOICE TO CSRC&D NOT LESS THAT QUARTERLY.

THE UNDERSIGNED ACKNOWLEDGES THAT INVOICEING SHALL BE DONE IN A MANNER CONSISTANT WITH THE REQUIREMENTS OF THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.

THE UNDERSIGNED ACKNOWLEDGES THE NEED FOR DOCUMENTATION OF INVOICED AMOUNTS.

_____ _____

NAME/TITLE DATE

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

CSA-2 Sewer Improvements Project

EXHIBIT F: INVOICING REQUIREMENTS & FORM

ATTACHMENT 2: INVOICING FORM

Date_____ Invoice # _____

Project A: CSA-2 Sewer Improvements Project											
Project Task	**Company/ Agency**	**Task Description**	**Hrs.**	**Rate**	**Total Expenditure this invoice**	**Agency Cost Share**	**DWR Cost Share**		**Back up Page #**		**Total Expenditure to Date**

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

CSA-2 Sewer Improvements Project

ATTACHMENT 2: INVOICING FORM

REPORTING FORM:

DATE:	REPORT NUMBER _____

Summary of activities.

Narrative:

Task 1: Administration

Narrative:

ATTACHMENT 2: INVOICING FORM

Task 2: Permitting

Narrative:

Task 3: Environmental Documentation

Narrative:

ATTACHMENT 2: INVOICING FORM

Task 4: Planning/Design/Engineering

Narrative:

Task 5: Award of Contract

Narrative:

ATTACHMENT 2: INVOICING FORM

Task 6: Construction Implementation

Narrative:

Task 7: Construction Administration

Narrative:

CSA-2 Sewer Improvements Project

EXHIBIT F: INVOICING REQUIREMENTS & FORM

ATTACHMENT 3: INVOICING BACKUP MATERIALS REPORTING FORM

Date_____ Invoice#_____

Please list all included back up materials for this invoice: (task # should be assigned each document)

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. The reasonable costs for this Agreement are estimated to be $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. Gra ntee 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. Ex hibit 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:
    a) 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.
    b) 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.*)
    c) 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.
    d) 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:
    a) 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.
    b) Making any false warranty, representation, or statement with respect to this Grant Agreement.
    c) Failure to operate or maintain projects in accordance with this Grant Agreement.
    d) Failure to make any remittance required by this Grant Agreement.
    e) 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.
    f) 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.
    g) Failure to comply with Labor Compliance Program (LCP) requirements.
    h) 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:
    i) 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.
    j) Terminate any obligation to make future payments to Grantee.
    k) Terminate the Grant Agreement.
    l) 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,a nd 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,a nd how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan,a s 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,a nnually 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.F or 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,a s 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 RESOUCES

Paula J. Landis, P.E., Chief
Division of Integrated Regional Water Management
Date 7-19-12

Central Sierra Resource Conservation and Development Council

Valerie Klinefelter
Project Director
Date July 16, 2012

Approved as to Legal Form and Sufficiency

Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel
Date 7/18/12

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 preformed, 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 preformed efficiently, that construction/implementation conforms to the pertinent designs and specifications, the construction costs are monitored, and construction activates 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 preformed, 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 Categorically 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 preformed efficiently, that construction/implementation conforms to the pertinent designs and specifications, the construction costs are monitored, and construction activates 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 preformed, 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 IRWMG 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.

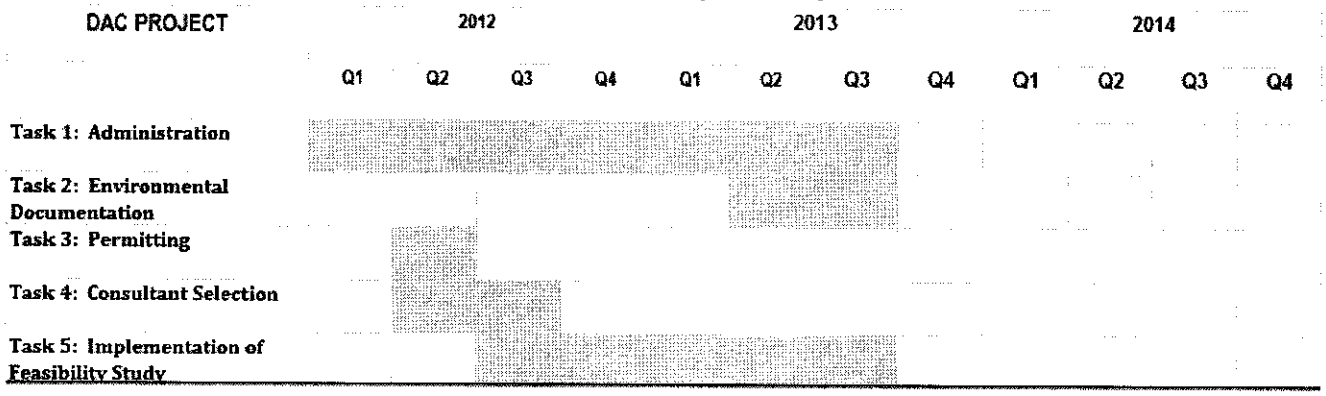
Following the review and comment period, project proponents comments will to the extent possible be incorporated into the draft final report and released for a fifteen (15) day review and comment period.

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

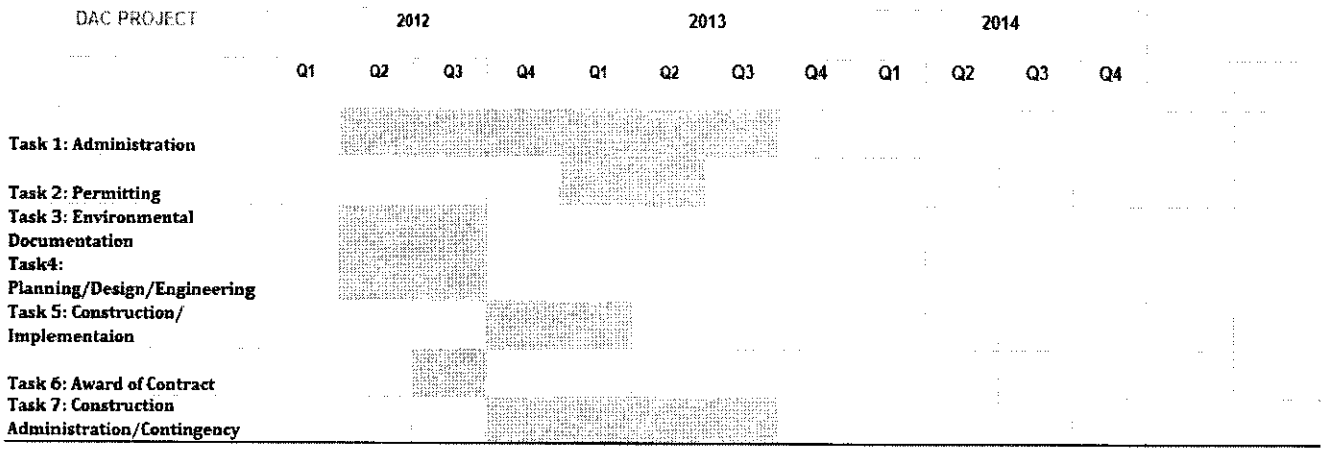
Deliverables: 1. Draft Final Report. 2. Final Report

EXHIBIT B
SCHEDULE

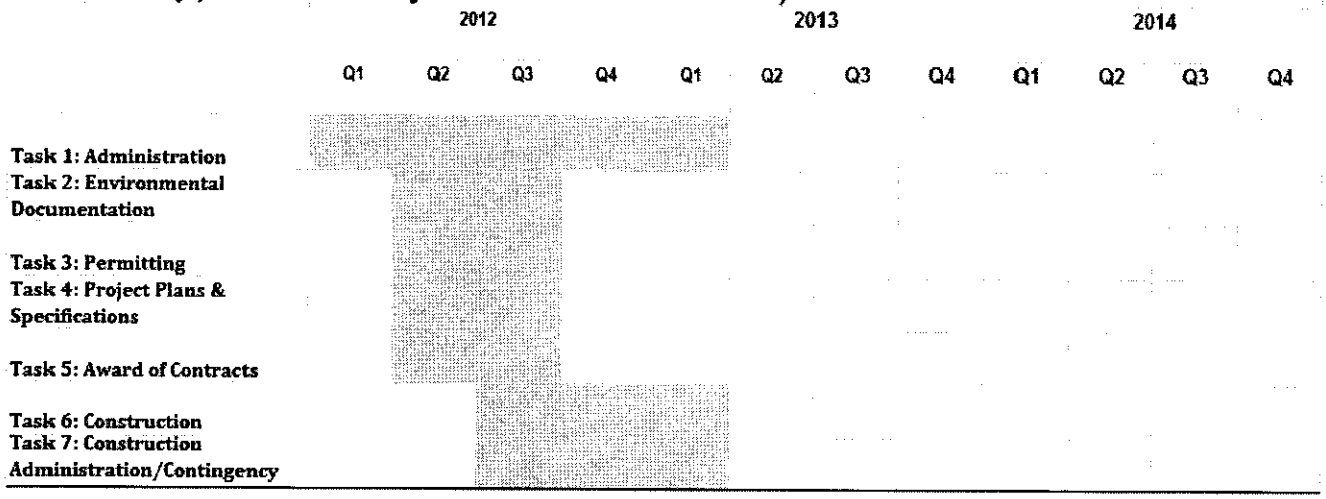
Safe Drinking Water and Fire Water Supply Feasibility Study for Tecopa, California



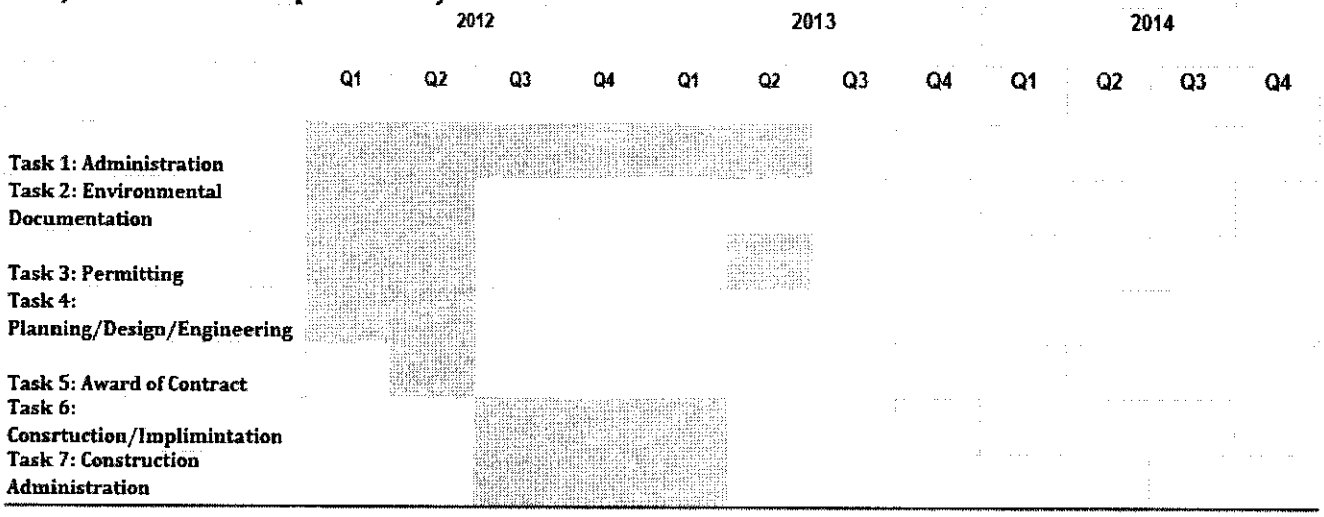
Pump Operation Redundancy and SCADA Improvement Project



Round Valley Joint Elementary School District Water Project

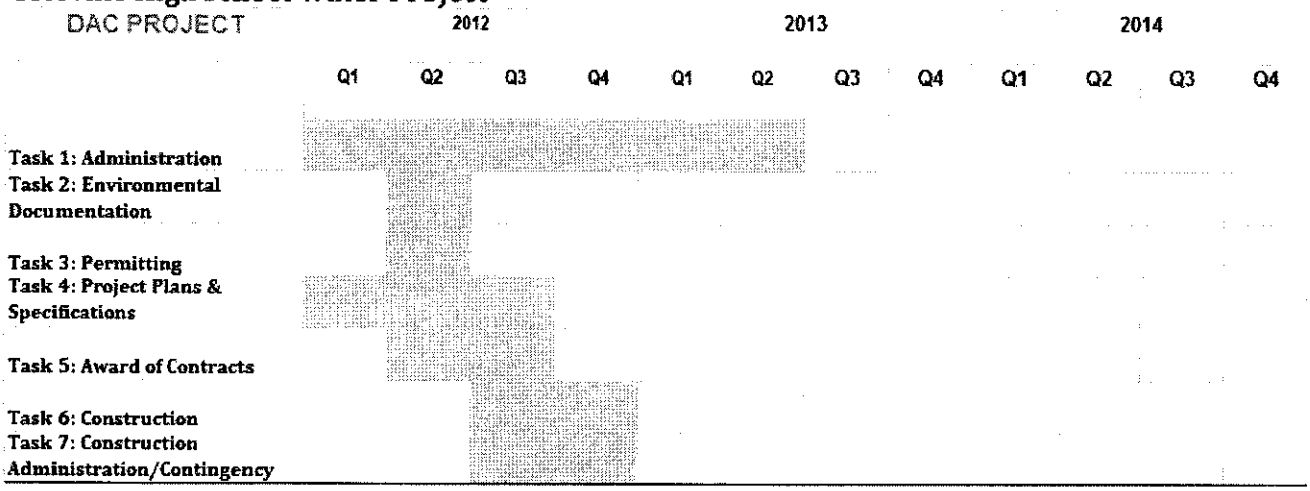


Project D: New Hilltop Well Project

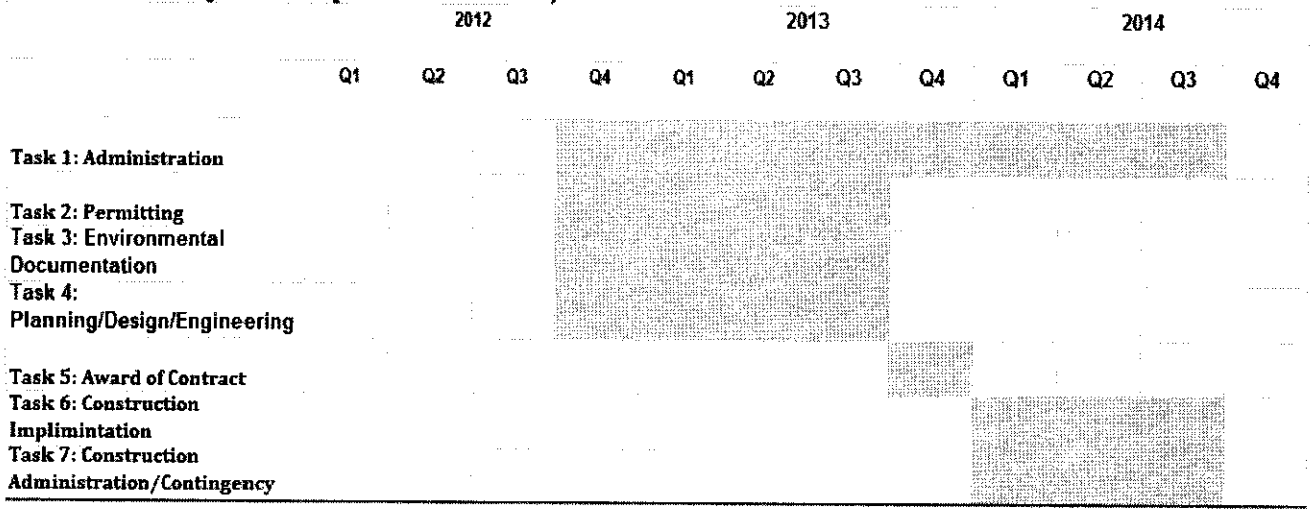


Coleville High School Water Project

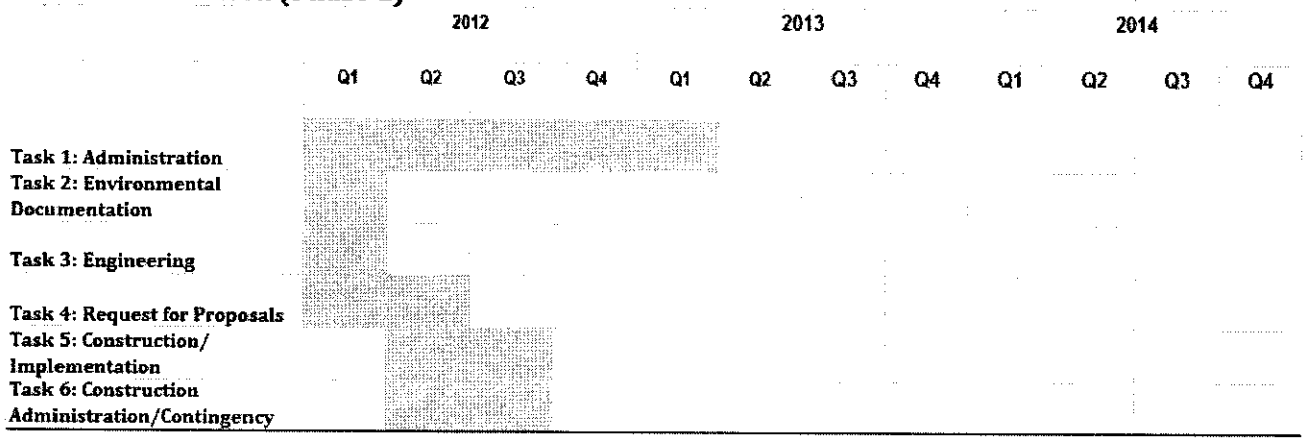
DAC PROJECT



CSA-2 Sewer System Improvements Project



Well Rehabilitation (Phase 1)



Grant Administration

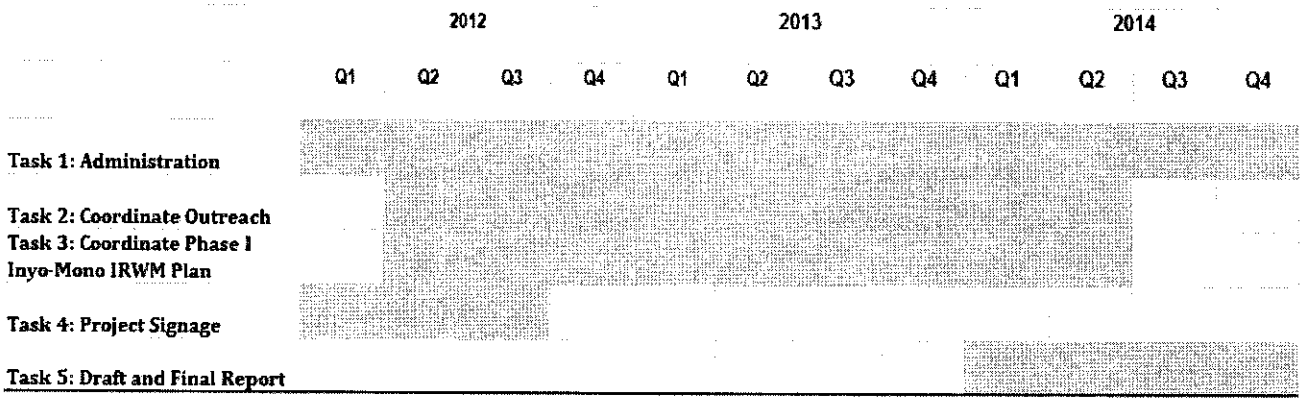


EXHIBIT C
BUDGET

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, Calfornia

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 Redundency 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%
Task4: Planning/Design/Engineering	$ 7,591.00	$ -	$ -	$ 7,592.00	100%
Task5: 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: Consrtuction/Implimintation	$ 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 Implemintation	$ 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,a ccruing 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 verse 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 Community Water District	Mammoth Community Water District 1315 Meridian Boulevard Mammoth Lakes, CA 93546

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.Inf ormation 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:
   - Describe contributed item(s) or service(s)
   - Purpose for which contribution was made (tie to scope of work)
   - Name of contributing organization and date of contribution
   - 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)
   - Person's name and function of the contributing person
   - Hours of contribution
   - If multiple sources exist, summarize these on a table with summed charges
   - 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,f urnished 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 Ione
- City of Amador City
- Tuolumne County
- Alpine County
- Mono County
- Tuolumne Me-Wuk Tribal Council
- Romaggi 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 Crest 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 K. Linefelter

Printed Name: Valerie Klinefilter

Title: Chairperson, Central Sierra RC&D

CENTRAL SIERRA RESOURCE
CONSERVATION & DEVELOPMENT COUNCIL
235 NEW YORK RANCH ROAD, SUITE D ◆ JACKSON, CALIFORNIA 95642
PHONE: (209) 257-1543 ◆ FAX: (209) 257-0910

July 27, 2011

State of California
Department of Water Resources
PO Box 942836
Sacramento, CA 94236-0001

ATTN: Parker Thaler

Dear Mr. Thaler,

The Central Sierra Resource Conservation and Development Council Inc. (CSRC&D) is pleased to work Department of Water Resources (DWR) on behalf of the Inyo Mono Regional Water Management Plan Group (IMRWMG).

At this time CSRC&D is requesting that DWR grant an administrative adjustment to the schedules for the seven (7) projects funded by the implementation grant. The projects are all located on the East slope of the Sierra with significantly reduced construction seasons. The combination of this restraint and the delay in contract execution make this request warranted.

The adjusted schedules are attached. If you have any questions regarding this request I am available at my home office number 209 245-3168.

Sincerely,

Valerie Klinefelter

Valerie Klinefelter
Chair CSRC&D

State of California | DEPARTMENT OF WATER RESOURCES | California Natural Resources Agency

OFFICE MEMO

TO: Zaffar Eusuff	**DATE:** 7/31/2012
FROM: Parker Thaler	**SUBJECT:** Request for Processing an Informal Amendment, Grant Agreement No. 4600009723

Central Sierra Resources Conservation and Development Council Inc. requests an Informal Amendment to their Proposition 84 Implementation Grant Agreement.

1 - The Grantee requests an informal amendment for an extension to the schedule. Attached schedule titled "Exhibit B Revised Schedule July 31, 2012" effectively replaces Exhibit B of the Grant Agreement.

2 – The Grantee is requesting the extension due to a longer than anticipated time frame to receive an executed grant agreement.

3 – Project Manager Parker Thaler recommends the amendment.

The revisions are consistent with the original applicant proposal.

Thanks,

Parker Thaler

Request for Processing Amendment is:
☑ approved
☐ denied

Zaffar Eusuff
Prop 84 Implementation Grant Program Manager
Financial Assistance Branch
Division of Integrated Regional Water Management

Exhibit B Revised Schedule July 31, 2012

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

DAC PROJECT

	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Environmental Documentation												
Task 3: Permitting												
Task 4: Consultant Selection												
Task 5: Implementation of Feasibility Study												

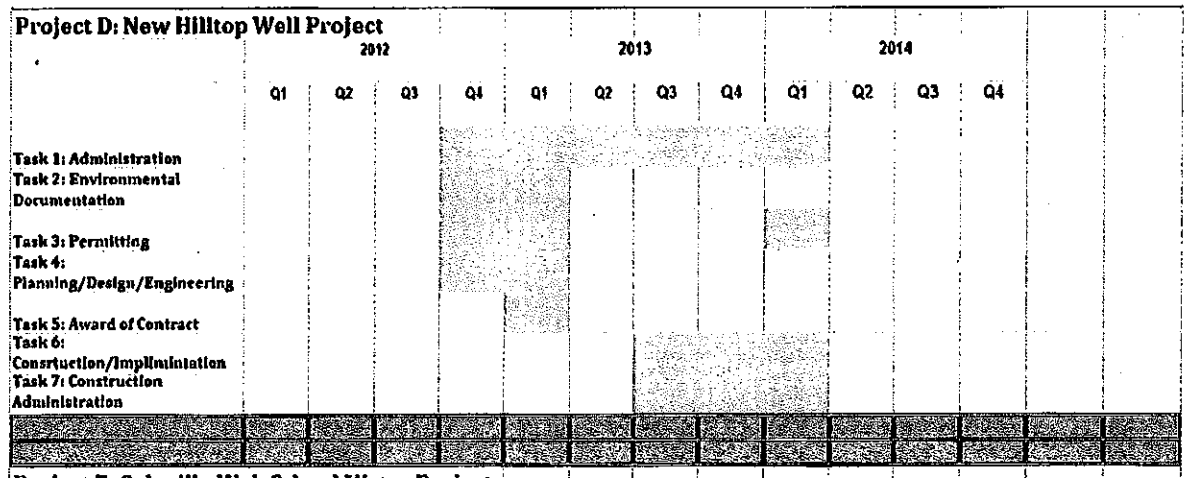
Pump Operation Redundancy and SCADA Improvement Project

	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Permitting												
Task 3: Environmental Documentation												
Task4: Planning/Design/Engineering												
Task 5: Construction/ Implementaion												
Task 6: Award of Contract												
Task 7: Construction Administration/Contingency												

Project C: Round Valley Joint Elementary School District Water Project

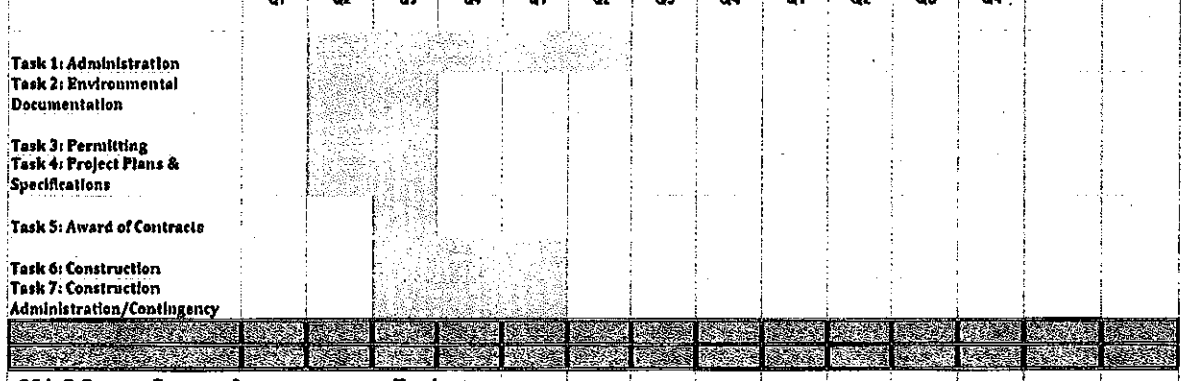
	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Environmental Documentation												
Task 3: Permitting												
Task 4: Project Plans & Specifications												
Task 5: Award of Contracts												
Task 6: Construction												
Task 7: Construction Administration/Contingency												

Project D: New Hilltop Well Project

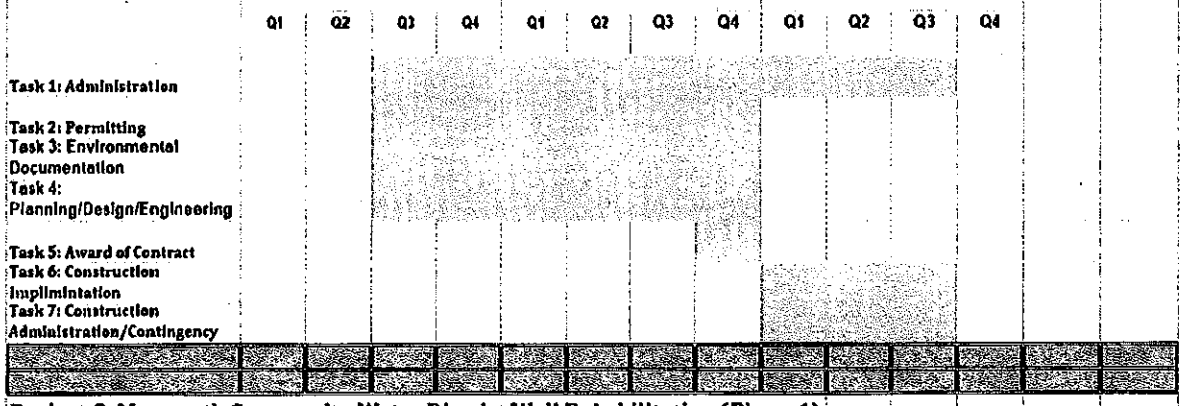


Project E: Coleville High School Water Project

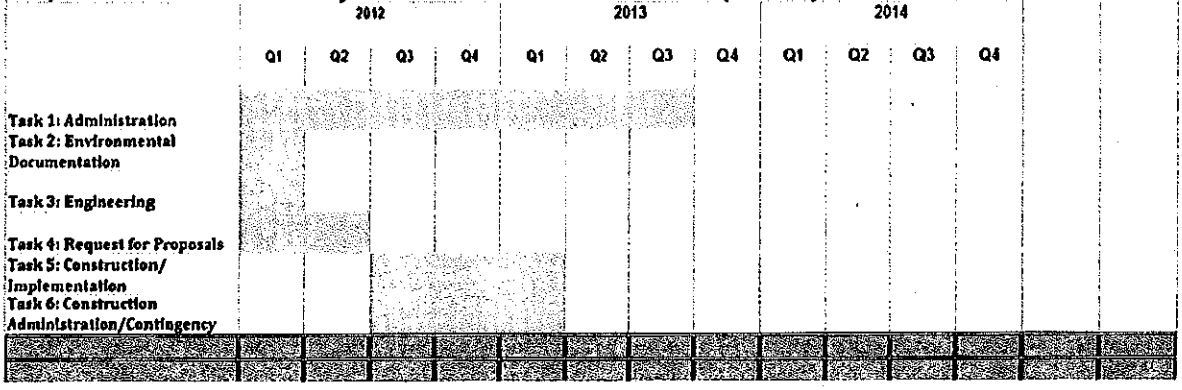
DAC PROJECT



CSA-2 Sewer System Improvements Project



Project G: Mammoth Community Water District Well Rehabilitation (Phase 1)



Grant Administration

	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Coordinate Outreach												
Task 3: Coordinate Phase I Inyo-Mono IRWM Plan												
Task 4: Project Signage												
Task 5: Draft and Final Report												

CENTRAL SIERRA RESOURCE
CONSERVATION & DEVELOPMENT COUNCIL
235 NEW YORK RANCH ROAD, SUITE D • JACKSON, CALIFORNIA 95642
PHONE: (209) 223-3355

January 9, 2013

State of California
Department of Water Resources
PO Box 942836
Sacramento, CA 94236-0001

ATTN: Jen Wong

Dear Ms. Wong,

The Central Sierra Resource Conservation and Development Council Inc. (CSRC&D) is pleased to work Department of Water Resources (DWR) on behalf of the Inyo Mono Regional Water Management Plan Group (IMRWMG).

On August 24, 2012 CSRC&D submitted a request for administrative adjustment to Grant Agreement No. 4600009723. To date no formal acknowledgement of this request has been received by CSRC&D.

At this time CSRC&D is submitting a modification to this request which we are still referring to as "Administrative Adjustment 2". The modifications requested are restricted to the Inyo County projects, "Scada and CSA-2". The proposed Budgets are in alignment with Exhibit C, Summary Budget of the contract.

The proposed budgets are attached. If you have any questions regarding this request I am available at my home office number 209 245-3168. Thank you very much for your consideration of this request.

Sincerely,

Valerie Klinefelter
Chair CSRC&D

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

DAC PROJECT	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	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	2%

Pump Operation Redundency and SCADA Improvement Project

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	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%
Task4: Planning/Design/Engineering	$ 7,591.00	$ -	$ -	$ 7,591.00	100%
Task5: Construction/Implimintation	$ -	$ 48,500.00	$ -	$ 48,500.00	0%
Task 6: Award of Contract	$ -	$ 599.00	$ -	$ 599.00	0%
Task 5: Construction Administration/Contingency	$ 12,000.00	$ 9,813.00	$ -	$ 21,813.00	55%
Grand Total	$ 20,391.00	$ 62,708.00	$ -	$ 83,099.00	25%

Round Valley Joint Elementary School District Water Project

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	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 Used	Total	% Funding Match
Task 1: Administration	$ 3,500.00	$ -	$ -	$ 3,500.00	100%
Task 2: Environmental Documentation	$ 1,000.00	$ -	$ -	$ 1,000.00	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: Consrtuction/Implimintation	$ 40,000.00	$ 42,000.00	$ -	$ 82,000.00	49%
Task 7: Construction Administration/Contingency	$ 12,000.00	$ 2,300.00	$ -	$ 14,300.00	84%
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 Used	Total	% Funding Match
Task 1: Administration		$ -	$ -		
Task 2: Environmental Documentation		$ -	$ -		
Task 3: Permitting		$ -	$ -		
Task 4: Plans, Reports & Construction Documents	$ 88,667.00	$ -	$ -	$ 88,667.00	100%
Task 5: Award of Contracts		$ -	$ -		
Task 6: Construction		$ 266,000.00	$ -	$ 266,000.00	0%
			$ -		
	$ 88,667.00	$ 266,000.00	$ -	$ 354,667.00	25%

CSA-2 Sewer System Improvements Project

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	Total	% Funding Match
Task 1: Administration	$ 2,997.00	$ 8,763.00	$ -	$ 11,760.00	25%
Task 2: Permitting	$ 6,307.00	$ 9,135.00	$ -	$ 15,442.00	41%
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 Implemintation/Contigency	$ 52,281.00	$ 156,497.00	$ -	$ 208,778.00	25%
Task 7: Construction Administration	$ 2,980.00	$ 5,598.00	$ -	$ 8,578.00	35%
Grand Total	$ 110,626.00	$ 310,895.00	$ -	$ 421,521.00	26%

Well Rehabilitation (Phase 1)

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	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	27%

Central Sierra Grant Administration

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	Total	% Funding Match
Task 1: Administration	$ -	$ 86,620.00	$ -	$ 86,620.00	0%
Task 2: Project Signage	$ -	$ 8,880.00	$ -	$ 8,880.00	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 3: Draft & Final Report	$ -	$ 17,700.00	$ -	$ 17,700.00	0%
Incidental Costs (1% total Project Costs)	$ -	$ 10,750.00	$ -	$ 10,750.00	0%
Grand Total	$ -	$ 136,525.00	$ -	$ 136,525.00	0%
Grand T	$ 350,084.00	$ 1,075,000.00		$ 1,425,084.00	25%

CENTRAL SIERRA RESOURCE
CONSERVATION & DEVELOPMENT COUNCIL
235 NEW YORK RANCH ROAD, SUITE D • JACKSON, CALIFORNIA 95642
PHONE: (209) 257-1543 • FAX: (209) 257-0910

January 9, 2013

State of California
Department of Water Resources
PO Box 942836
Sacramento, CA 94236-0001

ATTN: Jen Wong

Dear Ms. Wong,

The Central Sierra Resource Conservation and Development Council Inc. (CSRC&D) is pleased to work with Department of Water Resources (DWR) on behalf of the Inyo Mono Regional Water Management Plan Group (IMRWMG).

At this time CSRC&D is requesting an Administrative Adjustment #3 to Grant Agreement No. 4600009723. CSRC&D has been notified by Inyo County that a modification to the schedules for the SCADA and CSA-2 projects is necessary.

The schedule modifications are attached. If you have any questions regarding this request I am available at my home office number 209 245-3168.

Sincerely,

Valerie Klinefelter
Chair CSRC&D

Pump Operation Redundancy and SCADA Improvement Project

DAC PROJECT

	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Permitting												
Task 3: Environmental Documentation												
Task4: Planning/Design/Engineering												
Task 5: Construction/ Implementaion												
Task 6: Award of Contract												
Task 7: Construction Administration/Contingency												

CSA-2 Sewer System Improvements Project

	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Permitting												
Task 3: Environmental Documentation												
Task 4: Planning/Design/Engineering												
Task 5: Award of Contract												
Task 6: Construction Implimintation												
Task 7: Construction Administration/Contingency												

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
11

FROM: Public Works Department

FOR THE BOARD MEETING OF: February 19, 2013

SUBJECT: Approve and sign contract with Central Sierra Resource Conservation and Development Council, Inc. (CSRC&D) for Fiscal Agent services for the Supervisorial Control and Data Acquisition (SCADA) Improvement Project and establish the SCADA Upgrade budget to accommodate the project.

DEPARTMENTAL RECOMMENDATIONS:

1. Request Board approve and sign the Contract between the County of Inyo and CSRC&D for the provision of grant funds in the amount of $62,708 with a County match value of $20,392, from the California Department of Water Resources for the SCADA Improvement Project.
2. Request Board authorize the creation of the SCADA Upgrade Budget (budget unit number to be assigned by the Auditor) and amend the 2012-2013 county budget as follows: increase estimated revenues in State Grants (object code 4498) by $62,708; Increase estimated revenues in Intergovernment Charges (object code 4824) by $20,392; increase appropriations in External Charges (object code 5124) by $29,400; and increase appropriations in the Professional Services (object code 5265) by $53,700 (4/5's vote required).
3. Authorize the Public Works Director to sign contract amendments to the extent permitted by law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: In 2006 the voters of California passed the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act 2006 (Proposition 84) which provides funding for a myriad of water and environmental related projects codified within the Public Resources Code Section 75026 et seq. Public Works applied for Proposition 84 grant funding from the California Department of Water Resources (DWR) through the Inyo-Mono Integrated Regional Water Management Program ("Inyo-Mono IRWMP") to improve the existing SCADA system serving the three Town Water Systems. The current SCADA system provides the ability to monitor (and record) real time water system data, and start and stop the system's well pumps that fill the storage tanks. This SCADA improvement project will provide an additional pump start redundancy system for well pump activation by installing pressure sensor switches, install a communications line to increase the system variables monitored, install secondary auto-dialers for operator notifications, and add the capability to shift pump operation to the lower water usage time of day (generally nighttime) to save energy and reduce greenhouse gas emissions.

Under the provisions of the Proposition 84 grant, the Inyo-Mono IRWMP must designate a fiscal agent to administer the grant funds through contracts with each project funded by the grant funds. The CSRC&DC is the fiscal agent. A total of $1,075,000 in grant funding was authorized by DWR and will be provided to CSRC&D under Grant Agreement No. 4600009723 executed between California DWR and CSRC&D for use on this and 6 other projects. Under the contract with CSRC&DC, $62,708 will be provided to the County for the SCADA project. Grant Agreement No. 4600009723 with amendments 1, 2, and 3 is also attached for your review as Exhibit 1 to the Contract before you. By signing the Contract before you, the County of Inyo will also be bound by the terms of this Grant Agreement and its amendments between DWR & CSRC&DC which covers completion of the project work plan, construction, and monitoring reports during construction, at project completion, and annually for a ten (10) year period following the completion of the project. The term of this contract shall be from the date signed by the parties and terminates when all of the parties' obligations under

this contract and under the Grant Agreement are fully satisfied. Construction must be completed by December 31, 2014. The Final Project Report to CSRC&D must be sent by March 31, 2015.

The total amount of this project is $83,100, which consists of the Prop 84 grant amount of $62,708 along with an Inyo County match of $20,392 (anticipated as "in-kind" service for involvement of Public Works staff). Inyo County will, on a quarterly basis, prepare and submit to the CSRC&DC statements for all budgeted project expenditures paid by Inyo County within the quarter in question and, in turn, CSRC&DC will incorporate those statements with those of the other project sponsors, and invoice DWR. DWR will then reimburse the fiscal agent, who will then reimburse the County. Quarterly invoices to DWR will be reimbursed in a 3-6 month timeframe. The attached final grant and contract documents were not available before the 2012-13 FY budget and therefore the necessary budget and object codes were not established during the 2012-13 FY budget process.

ALTERNATIVES: The Board could choose not to sign the contract; however, this is not recommended as Public Works does not have sufficient funding to accomplish this project.

OTHER AGENCY INVOLVEMENT:
(1) County counsel
(2) Auditor's office
(3) CSA-2 Sewer District

FINANCING The funding for this project will be available in the SCADA UPGRADE budget pending approval of this Board action.

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 2.7.13
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes Date 2/8/13
PERSONNEL DIRECTOR N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

CAO SIGNATURE: _____ Date: 02-13-2013

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 2-13-13

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

AND

INYO COUNTY

This Agreement (hereinafter "Agreement") entered into between the Central Sierra Resource Conservation and Development Council, Inc., a California public benefit corporation (hereinafter referred to as "CSRC&D") and Inyo County, in the County of Inyo, 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&D 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. 4600009723 (hereinafter "Grant Agreement") to CSRC&D in the amount of $1,075,000.00. 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, $310,895.00, will be provided by CSRC&D to the Project Sponsor to be used to manage and implement a portion of the CSA-2 Sewer Improvements Project (hereinafter "Project"), 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.

E. The Grant Agreement requires that CSRC&D administer the funds and partner with the Project Sponsor to administer and implement a portion of the Project.

F. The Project Sponsor has the necessary capabilities and resources to implement the Project 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&D 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.

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

I. CSRC&D 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&D and the Project Sponsor agree as set forth below.

Section 2. CSRC&D Obligations

CSRC&D Agrees:

A. To administer the Grant Agreement consistent with the terms of tne 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 and to promptly submit such reimbursement requests to DWR.

E. To oversee the progress of the Project 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 to CSRC&D and the disbursement of funds from CSRC&D to the Project Sponsor.

H. To furnish Valerie Klinefelter as the primary point of contact and project manager, or a successor, to carry out the duties for the CSRC&D as described herein.

I. To coordinate its project activities with the Project Sponsor and to provide the Project Sponsor with copies of all documentation 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.

K. To work with the Project Sponsor to ensure all deadlines and milestones for submittal of information to DWR are met.

L. To provide 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 with regard to the Project: (1) quarterly progress reports, (2) quarterly invoices, (3) a Project Completion Report, (4) a final invoice for the amount of Project funding retained by DWR (pursuant to section 17 of the Grant Agreement, (submittal and subsequent approval by the State, of a Project Completion Report for each project listed on Exhibit A of the Grant Agreement is a requirement for the release of any funds retained by the State for such project). (5) a Grant Completion Report (to be submitted after all seven projects have been completed which will include quarterly reports, quarterly invoices and Project Completion Reports submitted by the Project Sponsors), and (6) post-performance reports as required by section 17 of the Grant Agreement.). All templates for invoicing and quarterly reporting received from DWR will be transmitted to the Project Sponsor. In addition, CSRC&D shall report annually to the IMRWMG and monthly to the Group's Administrative Committee on the progress of the Project.

N. To submit quarterly payments and payment of the final invoice to the Project Sponsor once such payments are received from DWR by CSRC&D.

O. To draft a Grant Completion Report for submittal to DWR. The final Grant Completion Report will include the Project Completion Reports on all seven (7) 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&D 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&D as 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 Project.

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, a Grant Completion Report, a final invoice for any project funds retained by DWR following submission of the Grant Completion Report and post performance reports (as may be required) to CSRC&D for the above referenced services in accordance with the Grant Agreement

E. To comply with the applicable provisions of State Grant Agreement No. 4600009723, and the Exhibits thereto, when administrating the Project.

F. To furnish a Contract Administrator and a point of contact 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.

G. Develop and implement a project monitoring plan as described in Paragraph 22 of the Grant Contract.

H. To ensure that 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

Section 4. Mutual Obligations

It is Mutually Agreed:

A. CSRC&D and the Project Sponsor intend to fulfill their obligations stated in this Agreement, but CSRC&D 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&D 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&D for costs associated with performing the Work Plan incurred from the date of the grant award notification (August 16th, 2011). In no case shall the Project Sponsor's compensation for services rendered under this Agreement exceed a total of $310,895.00.

C. CSRC&D may invoice DWR for costs associated in performing tasks under the Grant Agreement and this Agreement. In no case shall CSRC&D's compensation for services rendered for such services exceed a total of $136,525.00.

D. CSRC&D 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 three years from the date of the final payment to the Project Sponsor.

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 IMRWMG Program Office, through a contract with California Trout, which will assist with implementation and coordination of all seven (7) projects. The agreement with California Trout is not to exceed $29,025.00 implement specific tasks as defined in the administration work plan and budget.

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&D:

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

Project Sponsor:

The County of Inyo
PO Box Q
Independence, CA 93526

Program Staff:

Keith Pearce

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

CSRC& D

Valerie K. Klinefelter

Project Sponsor

_____

AGREE MENT BETWEEN CENTRAL SIERRA RESOURCE CONSERVATION & DEVELOPMENT, INC.
AND
INYO COUNTY

EXHIBIT A: WORKPLAN

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 preformed efficiently, that construction/implementation conforms to the pertinent designs and specifications, the construction costs are monitored, and construction activates 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

Exhibit C: Budget

Pump Operation Redundancy and SCADA Improvement Project

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	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%
Task4: Planning/Design/Engineering	$ 7,591.00	$ -	$ -	$ 7,591.00	100%
Task5: Construction/Implementation	$ -	$ 48,500.00	$ -	$ 48,500.00	0%
Task 6: Award of Contract	$ -	$ 599.00	$ -	$ 599.00	0%
Task 5: Construction Administration/Contingency	$ 12,000.00	$ 9,813.00	$ -	$ 21,813.00	55%
Grand Total	$ 20,391.00	$ 62,708.00	$ -	$ 83,099.00	25%

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

Exhibit B: Schedule

Pump Operation Redundancy and SCADA Improvement Project

DAC PROJECT

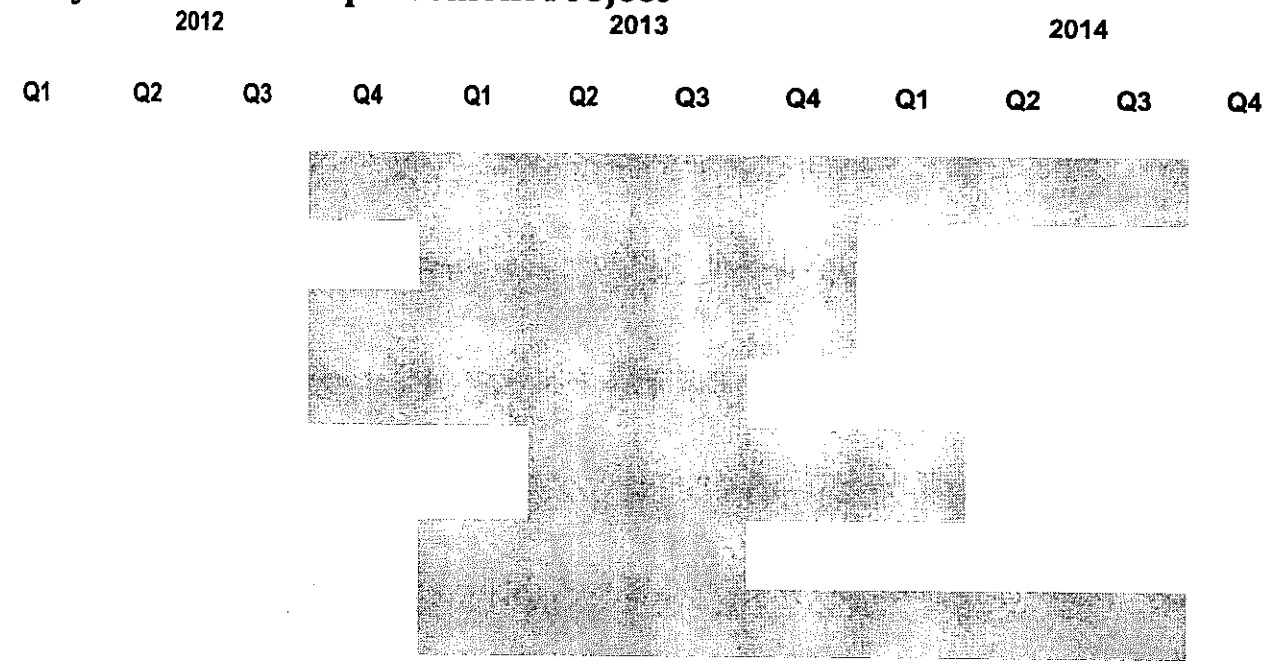


Exhibit C

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

EXHIBIT D: STANDARD CONDITIONS

ATTACHMENT 1: STANDARD CONDTIONS

ATTACHMENT2: ENVIRONMENTAL COMPLIANCE DOCUMENT

ATTACHMENT 3: MONITORING

ATTACHMENT 4: RETENTION AKNOWLEDGMENT DOCUMENT

ATTACHMENT 5: LETTER ACKNOWLEDGING IN-KIND COMMITMENT

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

Project: Pump Operation Redundancy & SCADA Improvements Project

EXHIBIT D: STANDARD CONDITIONS

ATTACHMENT 1: DECLARATION OF THAT IT WILL COMPLY WITH EXHIBIT D OF CONTRACT BETWEEN CENTRAL SIERRA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL INC. & CALIFORNIA DEPARTMENT OF WATER RESOURCES.

The undersigned acknowledges and declares that it will comply with and be bound by all recitals in Exhibit D, Standard Conditions within the agreement between Central Sierra Resource Conservation & Development and the California Department of Water Resources.

_____ _____

Name/Title **Date**

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.

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.

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.

D.6 **BUDGET CONTINGENCY:** If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.

D.7 **CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a) The contractor 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 contractor, 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 DISBURSEMENTS: 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. All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.

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

D.16 **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.17 **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.18 **INSPECTIONS:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subagreements, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State. Grantee acknowledges that the Project work site will be reportable under the Public Records Act. State shall have the right to inspect the Grantee's office 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.19 **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.20 **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 insure 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 thereunder (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.21 **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 (California Public Resources Code 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, Grantee 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.

D.22 **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.23 **RETENTION:** Notwithstanding any other provision of this Grant Agreement, the State may retain up to ten percent (10%) of the grant amount specified in this Grant Agreement until completion of the Project and is accepted by the State.

D.24 **RIGHTS IN DATA:** 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.25 **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.26 **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 of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees 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) The carrying out of any of the transactions contemplated by 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 California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the 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.

To the fullest extent permitted by law, the 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.27 **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.28 **TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within a reasonable time as established by the State. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.

D.29 **TIMELINESS:** Time is of the essence in this Grant Agreement.

D.30 **TRAVEL:** Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel will be reimbursed at or below the rate allowed for unrepresented State employees, Exhibit G, Travel and Per Diem Expenses. For the purpose of computing such expenses, Grantee's designated headquarters shall be Inyo County, PO Box Q, Independence, CA 93526. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.. **Please note for the purposes of this contract funded through Proposition 84, no travel will be reimbursed**

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.

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

EXHIBIT D: STANDARD CONDITIONS

ATTACHMENT 2: ENVIRONMENTAL COMPLIANCE DOCUMENT

THE UNDERSIGNED ACKNOWLEDEGES AND DECLARES THAT IT WILL COMPLY WITH ALL APPLICABLE ENVIRONMENTAL REQUIREMENTS OF THE FUNDING AGENCY, THE CALIFORNIA DEPARTMENT OF WATER RESOURCES AND THE FUNDING SOURCE PROPOSITION 84.

_____ _____

NAME/TITLE DATE

**Environmental worksheet is attached*

**If applicable environmental documents are attached*

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

EXHIBIT D: STANDARD CONDITIONS

ATTACHMENT 3: MONITORING PLAN ACKNOWLEDGEMENT DOCUMENT

THE UNDERSIGNED ACKNOWLEDGES THE REQUIREMENT OF A MONITORING PLAN BY THE CALIFORNIA DEPARTMENT OF WATER RESOURCES. THE UNDERSIGNED DECLARES THAT IT WILL COMPLY WITH BOTH THE LENGTH AND FREQUENCY OF THE REQUIREMENT.

_____ _____

NAME/TITLE DATE

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

EXHIBIT D: STANDARD CONDITIONS

ATTACHMENT 4: RETENTION OF FUNDS ACKNOWLEDGMENT DOCUMENT

THE UNDERSIGNED DECLARES ACKNOWLEDGEMENT THAT A PORTION OF ALLOCATED PROJECT FUNDS (5%) WILL BE RETAINED BY THE CALIFORNIA DEPARTMENT OF WATER RESOURCES PENDING PROJECT COMPLETION.

_____ _____

NAME/TITLE DATE

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

EXHIBIT D: STANDARD CONDITIONS

ATTACHMENT 5: DECLARATION OF MATCHING FUNDS DOCUMENT

THE UNDERSIGNED DECLARES A PROJECT MATCH OF $20,391.00 BRINGING THE TOTAL PROJECT COST TO $83,099.00

_____ _____

NAME/TITLE DATE

**Please attach letter of commitment to the document*

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

Pump Operation Redundancy and SCADA Improvements Project

EXHIBIT E: REPORTING REQUIRMENTS & FORM

ATTACHMENT 1: DECLARATION OF REPORTING REQUIREMENT DOCUMENT

THE UNDERSIGNED ACKNOWLEDGES THE REQUIREMENT TO REPORT TO, CENTRAL SIERRA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL, NOT LESS THAN QUARTERLY.

THE UNDERSIGNED ACKNOWLEDGES THE REQUIREMENT TO REPORT ON EACH TASK IN THE WORK PLAN IN EACH REPORT.

_____ _____

NAME/TITLE DATE

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

Pump Operation Redundancy and SCADA Improvements Project

EXHIBIT E: REPORTING REQUIREMENTS & FORM

ATTACHMENT 2: Reporting Form

DATE:	REPORT NUMBER _____

Summary of activities.

Narrative:

Task 1: Administration

Narrative:

Task 2: Permitting

Narrative:

Task 3: Environmental Documentation

Narrative:

Task 4: Planning/Design/Engineering

Narrative:

Task 5: Construction Implementation

Narrative:

Task 6: Award of Contract

Narrative:

Task 7: Construction Administration/Contingency

Narrative:

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

Pump Operation Redundancy and SCADA Improvements Project

EXHIBIT F: INVOICING REQUIREMENTS & FORM

ATTACHMENT 1: INVOICING REQUIREMENT DOCUMENT

ATTACHMENT 2: INVOICING FORM

ATTACHMENT 3: REQUIRED INVOICING DOCUMENTS

EXHIBIT F: INVOICING REQUIREMENTS & FORM

ATTACHMENT 1: INVOICING REQUIREMENT DOCUMENT

THE UNDERSIGNED ACKNOWLEDGES THE REQUIREMENT TO SUBMIT AN INVOICE TO CSRC&D NOT LESS THAT QUARTERLY.

THE UNDERSIGNED ACKNOWLEDGES THAT INVOICEING SHALL BE DONE IN A MANNER CONSISTANT WITH THE REQUIREMENTS OF THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.

THE UNDERSIGNED ACKNOWLEDGES THE NEED FOR DOCUMENTATION OF INVOICED AMOUNTS.

_____ _____

NAME/TITLE DATE

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

Pump Operation Redundancy and SCADA Improvements Project

EXHIBIT F: INVOICING REQUIREMENTS & FORM

ATTACHMENT 2: INVOICING FORM

Date_____ Invoice # _____

Pump Operation Redundancy and SCADA Improvements Project											
Project Task	**Company/ Agency**	**Task Description**	**Hrs.**	**Rate**	**Total Expenditure this invoice**	**Agency Cost Share**	**DWR Cost Share**		**Back up Page #**		**Total Expenditure to Date**

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

Pump Operation Redundancy and SCADA Improvements Project

REPORTING FORM:

DATE:	REPORT NUMBER _____

Summary of activities.

Narrative:

Task 1: Administration

Narrative:

Task 2: Permitting

Narrative:

Task 3: Environmental Documentation

Narrative:

Task 4: Planning/Design/Engineering

Narrative:

Task 5: Construction Implementation

Narrative:

Task 6: Award of Contract

Narrative:

Task 7: Construction Administration/Contingency

Narrative:

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

Pump Operation Redundancy and SCADA Improvements Project

EXHIBIT F: INVOICING REQUIREMENTS & FORM

ATTACHMENT 3: INVOICING BACKUP MATERIALS REPORTING FORM

Date_____ Invoice#_____

Please list all included back up materials for this invoice: (task # should be assigned each document)

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. The reasonable costs for this Agreement are estimated to be $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.Gra ntee 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.Ex hibit 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:
    a) 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.
    b) 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.*)
    c) 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.
    d) 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:
    a) 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.
    b) Making any false warranty, representation, or statement with respect to this Grant Agreement.
    c) Failure to operate or maintain projects in accordance with this Grant Agreement.
    d) Failure to make any remittance required by this Grant Agreement.
    e) 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.
    f) 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.
    g) Failure to comply with Labor Compliance Program (LCP) requirements.
    h) 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:
    i) 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.
    j) Terminate any obligation to make future payments to Grantee.
    k) Terminate the Grant Agreement.
    l) 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,a nd 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,a nd how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan,a s 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,a nnually 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.F or 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,a s 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	Central Sierra Resource Conservation and Development Council
Paula Landis Chief, Division of IRWM P.O. Box 942836 Sacramento CA 94236-0001 Phone: (916) 651-9220 e-mail: plandis@water.ca.gov	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	Central Sierra Resource Conservation and Development Council
Parker Thaler Division of Integrated Regional Water Management 901 P Street Sacramento, CA 95814 916-651-9221 e-mail: PThaler@water.ca.gov	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 RESOUCES

Paula J. Landis, P.E., Chief
Division of Integrated Regional Water Management
Date 7-19-12

Central Sierra Resource Conservation and Development Council

Valerie Klinefelter
Project Director
Date July 16, 2012

Approved as to Legal Form and Sufficiency

Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel
Date 7/18/12

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 preformed, 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 preformed efficiently, that construction/implementation conforms to the pertinent designs and specifications, the construction costs are monitored, and construction activates 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 preformed, 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 Categorically 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 preformed efficiently, that construction/implementation conforms to the pertinent designs and specifications, the construction costs are monitored, and construction activates 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 preformed, 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 IRWMG 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.

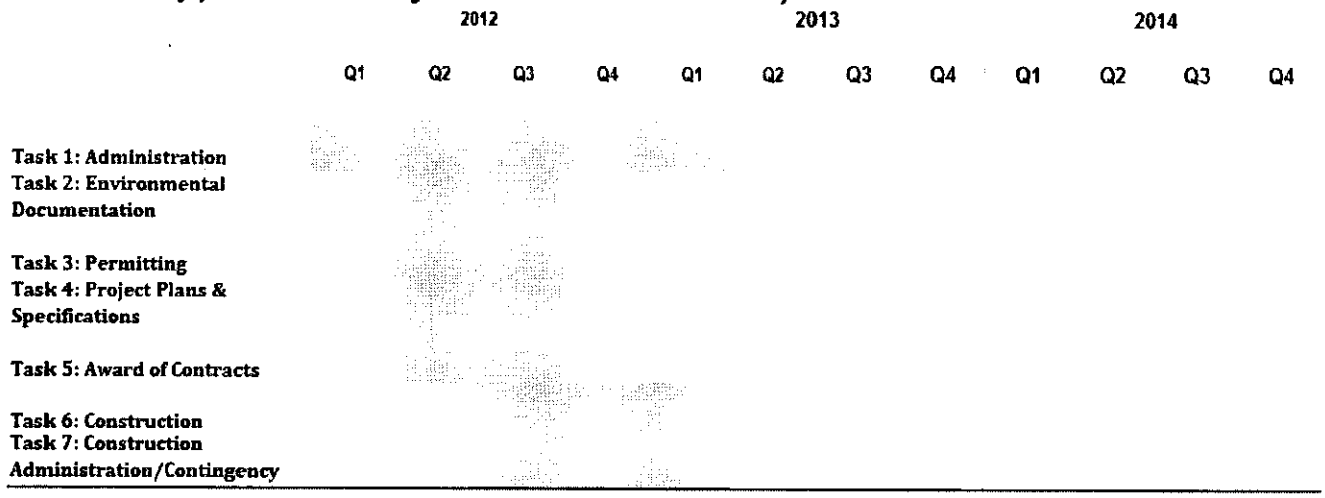
Deliverables: 1. Draft Final Report. 2. Final Report

EXHIBIT B
SCHEDULE

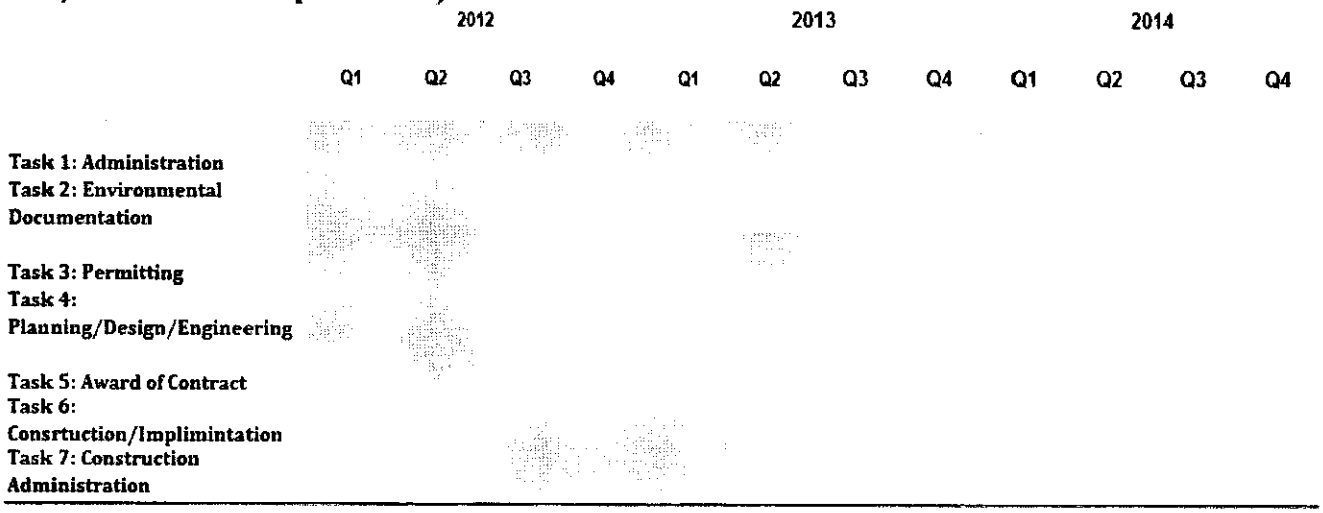
Safe Drinking Water and Fire Water Supply Feasibility Study for Tecopa, California

Pump Operation Redundancy and SCADA Improvement Project

Round Valley Joint Elementary School District Water Project

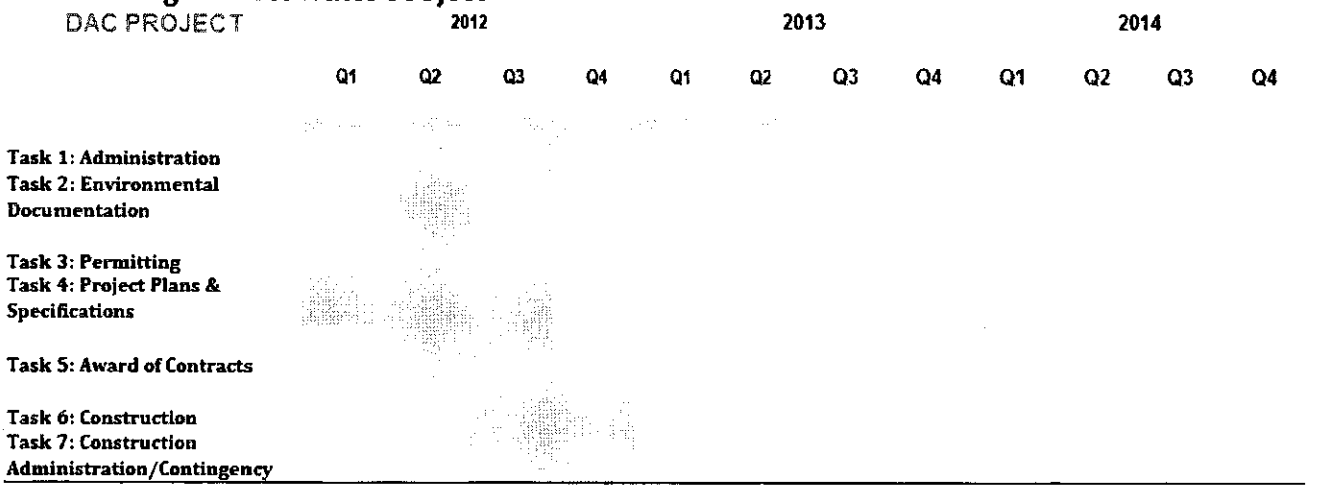


Project D: New Hilltop Well Project



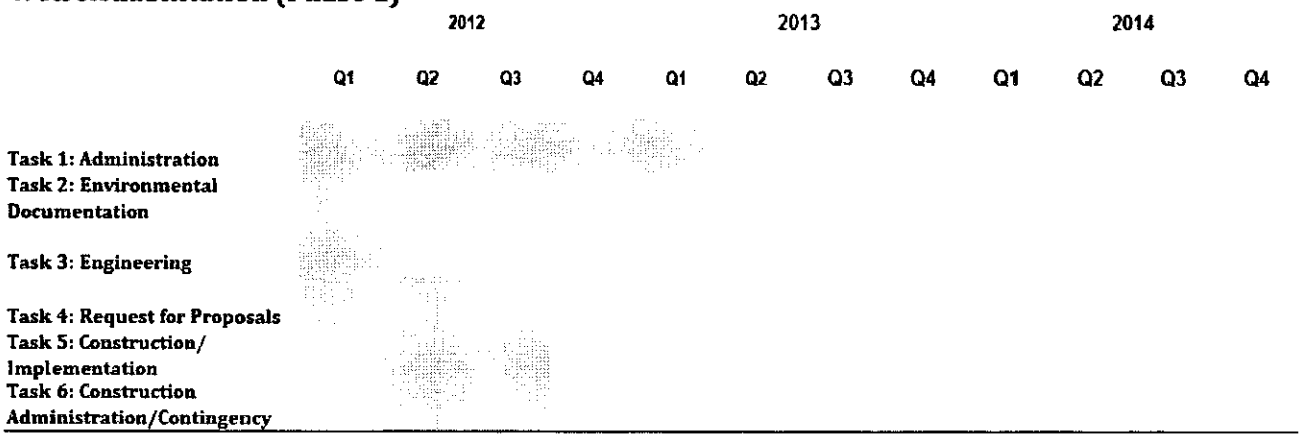
Coleville High School Water Project

DAC PROJECT



CSA-2 Sewer System Improvements Project

Well Rehabilitation (Phase 1)



Grant Administration

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, Calfornia

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 Redundency 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%
Task4: Planning/Design/Engineering	$ 7,591.00	$ -	$ -	$ 7,592.00	100%
Task5: 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: Consrtuction/Implimintation	$ 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 Implemintation	$ 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,a ccruing 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 verse 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 Community Water District	Mammoth Community Water District 1315 Meridian Boulevard Mammoth Lakes, CA 93546

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.Inf ormation 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:
   - Describe contributed item(s) or service(s)
   - Purpose for which contribution was made (tie to scope of work)
   - Name of contributing organization and date of contribution
   - 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)
   - Person's name and function of the contributing person
   - Hours of contribution
   - If multiple sources exist, summarize these on a table with summed charges
   - 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,f urnished 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 Ione
- City of Amador City
- Tuolumne County
- Alpine County
- Mono County
- Tuolumne Me-Wuk Tribal Council
- Romaggi 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 Crest 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 K Klinefelter

Printed Name: Valerie Klinefilter

Title: Chairperson, Central Sierra RC&D

State of California | DEPARTMENT OF WATER RESOURCES | California Natural Resources Agency

OFFICE MEMO

TO: Zaffar Eusuff	**DATE:** 7/31/2012
FROM: Parker Thaler	**SUBJECT:** Request for Processing an Informal Amendment, Grant Agreement No. 4600009723

Central Sierra Resources Conservation and Development Council Inc. requests an Informal Amendment to their Proposition 84 Implementation Grant Agreement.

1 - The Grantee requests an informal amendment for an extension to the schedule. Attached schedule titled "Exhibit B Revised Schedule July 31, 2012" effectively replaces Exhibit B of the Grant Agreement.

2 – The Grantee is requesting the extension due to a longer than anticipated time frame to receive an executed grant agreement.

3 – Project Manager Parker Thaler recommends the amendment.

The revisions are consistent with the original applicant proposal.

Thanks,

Parker Thaler

Request for Processing Amendment is:
☑ approved
☐ denied

Zaffar Eusuff
Prop 84 Implementation Grant Program Manager
Financial Assistance Branch
Division of Integrated Regional Water Management

CENTRAL SIERRA RESOURCE
CONSERVATION & DEVELOPMENT COUNCIL
235 NEW YORK RANCH ROAD, SUITE D ◆ JACKSON, CALIFORNIA 95642
PHONE: (209) 257-1543 ◆ FAX: (209) 257-0910

July 27, 2011

State of California
Department of Water Resources
PO Box 942836
Sacramento, CA 94236-0001

ATTN: Parker Thaler

Dear Mr. Thaler,

The Central Sierra Resource Conservation and Development Council Inc. (CSRC&D) is pleased to work Department of Water Resources (DWR) on behalf of the Inyo Mono Regional Water Management Plan Group (IMRWMG).

At this time CSRC&D is requesting that DWR grant an administrative adjustment to the schedules for the seven (7) projects funded by the implementation grant. The projects are all located on the East slope of the Sierra with significantly reduced construction seasons. The combination of this restraint and the delay in contract execution make this request warranted.

The adjusted schedules are attached. If you have any questions regarding this request I am available at my home office number 209 245-3168.

Sincerely,

Valerie Klinefelter

Valerie Klinefelter
Chair CSRC&D

Exhibit B Revised Schedule July 31, 2012

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

DAC PROJECT	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Environmental Documentation												
Task 3: Permitting												
Task 4: Consultant Selection												
Task 5: Implementation of Feasibility Study												

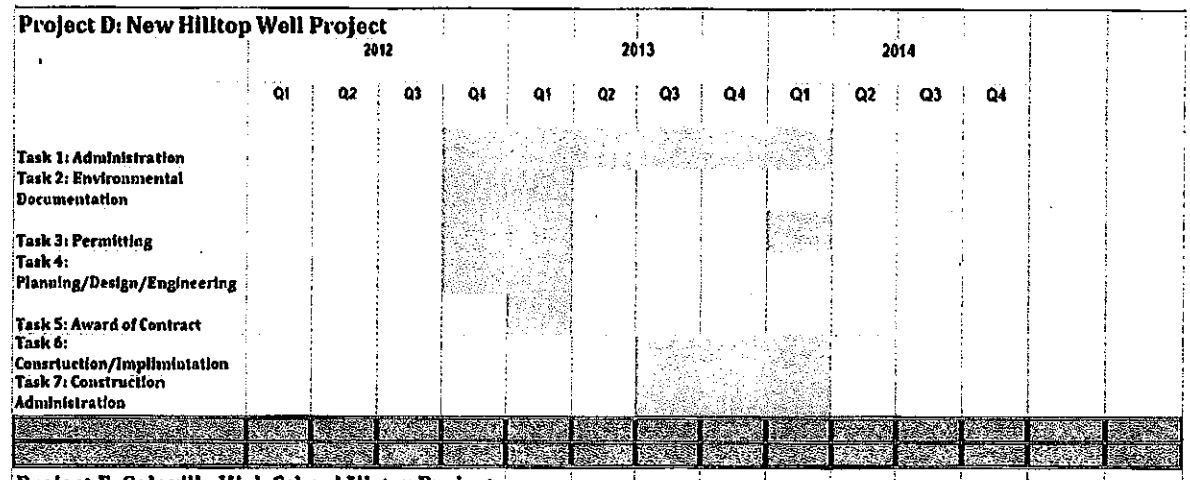
Pump Operation Redundancy and SCADA Improvement Project

	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Permitting												
Task 3: Environmental Documentation												
Task4: Planning/Design/Engineering												
Task 5: Construction/ Implementaion												
Task 6: Award of Contract												
Task 7: Construction Administration/Contingency												

Project C: Round Valley Joint Elementary School District Water Project

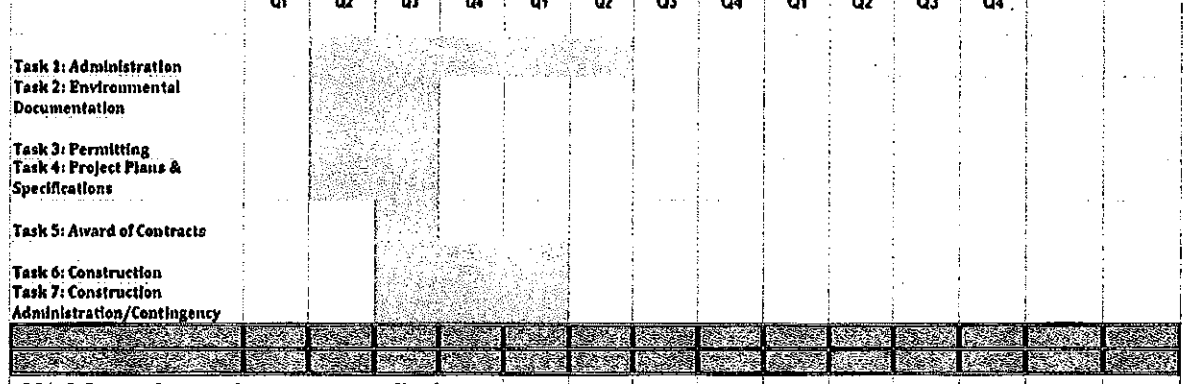
	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Environmental Documentation												
Task 3: Permitting												
Task 4: Project Plans & Specifications												
Task 5: Award of Contracts												
Task 6: Construction												
Task 7: Construction Administration/Contingency												

Project D: New Hilltop Well Project

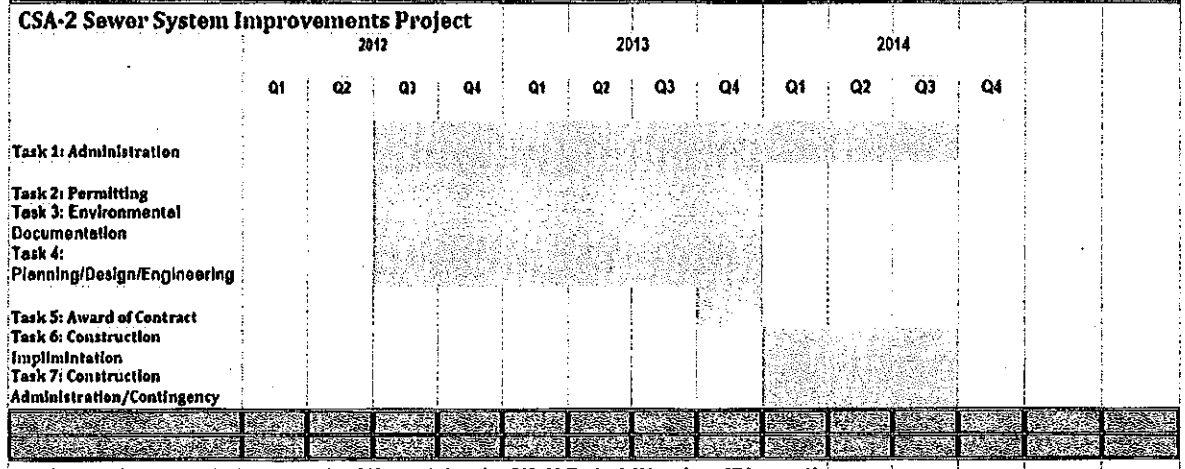


Project E: Coleville High School Water Project

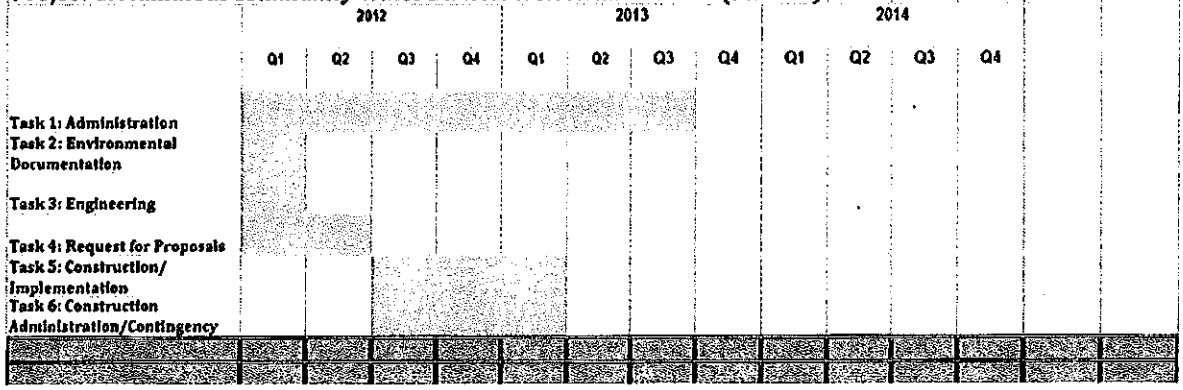
DAC PROJECT



CSA-2 Sewer System Improvements Project



Project G: Mammoth Community Water District Well Rehabilitation (Phase 1)



Grant Administration

	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Coordinate Outreach												
Task 3: Coordinate Phase I Inyo-Mono IRWM Plan												
Task 4: Project Signage												
Task 5: Draft and Final Report												

CENTRAL SIERRA RESOURCE
CONSERVATION & DEVELOPMENT COUNCIL
235 NEW YORK RANCH ROAD, SUITE D ◆ JACKSON, CALIFORNIA 95642
PHONE: (209) 223-3355

January 9, 2013

State of California
Department of Water Resources
PO Box 942836
Sacramento, CA 94236-0001

ATTN: Jen Wong

Dear Ms. Wong,

The Central Sierra Resource Conservation and Development Council Inc. (CSRC&D) is pleased to work Department of Water Resources (DWR) on behalf of the Inyo Mono Regional Water Management Plan Group (IMRWMG).

On August 24, 2012 CSRC&D submitted a request for administrative adjustment to Grant Agreement No. 4600009723. To date no formal acknowledgement of this request has been received by CSRC&D.

At this time CSRC&D is submitting a modification to this request which we are still referring to as "Administrative Adjustment 2". The modifications requested are restricted to the Inyo County projects, "Scada and CSA-2". The proposed Budgets are in alignment with Exhibit C, Summary Budget of the contract.

The proposed budgets are attached. If you have any questions regarding this request I am available at my home office number 209 245-3168. Thank you very much for your consideration of this request.

Sincerely,

Valerie Klinefelter
Chair CSRC&D

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

DAC PROJECT	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	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	2%

Pump Operation Redundency and SCADA Improvement Project

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	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%
Task4: Planning/Design/Engineering	$ 7,591.00	$ -	$ -	$ 7,591.00	100%
Task5: Construction/Implimintation	$ -	$ 48,500.00	$ -	$ 48,500.00	0%
Task 6: Award of Contract	$ -	$ 599.00	$ -	$ 599.00	0%
Task 5: Construction Administration/Contingency	$ 12,000.00	$ 9,813.00	$ -	$ 21,813.00	55%
Grand Total	$ 20,391.00	$ 62,708.00	$ -	$ 83,099.00	25%

Round Valley Joint Elementary School District Water Project

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	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 Used	Total	% Funding Match
Task 1: Administration	$ 3,500.00	$ -	$ -	$ 3,500.00	100%
Task 2: Environmental Documentation	$ 1,000.00	$ -	$ -	$ 1,000.00	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: Consrtuction/Implimintation	$ 40,000.00	$ 42,000.00	$ -	$ 82,000.00	49%
Task 7: Construction Administration/Contingency	$ 12,000.00	$ 2,300.00	$ -	$ 14,300.00	84%
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 Used	Total	% Funding Match
Task 1: Administration		$ -	$ -		
Task 2: Environmental Documentation		$ -	$ -		
Task 3: Permitting		$ -	$ -		
Task 4: Plans, Reports & Construction Documents	$ 88,667.00	$ -	$ -	$ 88,667.00	100%
Task 5: Award of Contracts		$ -	$ -		
Task 6: Construction		$ 266,000.00	$ -	$ 266,000.00	0%
			$ -		
	$ 88,667.00	$ 266,000.00	$ -	$ 354,667.00	25%

CSA-2 Sewer System Improvements Project

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	Total	% Funding Match
Task 1: Administration	$ 2,997.00	$ 8,763.00	$ -	$ 11,760.00	25%
Task 2: Permitting	$ 6,307.00	$ 9,135.00	$ -	$ 15,442.00	41%
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 Implemintation/Contigency	$ 52,281.00	$ 156,497.00	$ -	$ 208,778.00	25%
Task 7: Construction Administration	$ 2,980.00	$ 5,598.00	$ -	$ 8,578.00	35%
Grand Total	$ 110,626.00	$ 310,895.00	$ -	$ 421,521.00	26%

Well Rehabilitation (Phase 1)

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	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	27%

Central Sierra Grant Administration

	Non-State Share* (Funding Match)	Requested Grant Funding	Other State Funds Being Used	Total	% Funding Match
Task 1: Administration	$ -	$ 86,620.00	$ -	$ 86,620.00	0%
Task 2: Project Signage	$ -	$ 8,880.00	$ -	$ 8,880.00	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 3: Draft & Final Report	$ -	$ 17,700.00	$ -	$ 17,700.00	0%
Incidental Costs (1% total Project Costs)	$ -	$ 10,750.00	$ -	$ 10,750.00	0%
Grand Total	$ -	$ 136,525.00	$ -	$ 136,525.00	0%

Grand T	$ 350,084.00	$ 1,075,000.00		$ 1,425,084.00	25%

CENTRAL SIERRA RESOURCE
CONSERVATION & DEVELOPMENT COUNCIL
235 NEW YORK RANCH ROAD, SUITE D • JACKSON, CALIFORNIA 95642
PHONE: (209) 257-1543 • FAX: (209) 257-0910

January 9, 2013

State of California
Department of Water Resources
PO Box 942836
Sacramento, CA 94236-0001

ATTN: Jen Wong

Dear Ms. Wong,

The Central Sierra Resource Conservation and Development Council Inc. (CSRC&D) is pleased to work with Department of Water Resources (DWR) on behalf of the Inyo Mono Regional Water Management Plan Group (IMRWMG).

At this time CSRC&D is requesting an Administrative Adjustment #3 to Grant Agreement No. 4600009723. CSRC&D has been notified by Inyo County that a modification to the schedules for the SCADA and CSA-2 projects is necessary.

The schedule modifications are attached. If you have any questions regarding this request I am available at my home office number 209 245-3168.

Sincerely,

Valerie Klinefelter
Chair CSRC&D

Pump Operation Redundancy and SCADA Improvement Project

DAC PROJECT

	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Permitting												
Task 3: Environmental Documentation												
Task4: Planning/Design/Engineering												
Task 5: Construction/ Implementaion												
Task 6: Award of Contract												
Task 7: Construction Administration/Contingency												

CSA-2 Sewer System Improvements Project

	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Permitting												
Task 3: Environmental Documentation												
Task 4: Planning/Design/Engineering												
Task 5: Award of Contract												
Task 6: Construction Implimintation												
Task 7: Construction Administration/Contingency												

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: Inyo County Planning Department

FOR THE BOARD MEETING OF: February 19, 2013

SUBJECT: Brownfields Assessment Coalition Grant

DEPARTMENTAL RECOMMENDATION: Discuss and provide direction regarding attendance at the National Brownfields Conference in Atlanta, GA May 15-17, 2013.

SUMMARY DISCUSSION: Nye County, Nevada applied for an Brownfields Assessment grant from the Environmental Protection Agency (EPA) on behalf of the Rural Desert Southwest Brownfields Coalition (the Coalition), comprised of Nye, Esmeralda, Lincoln, and White Pine Counties in Nevada and Inyo County, California. Inyo County approved participation in the Coalition on September 28, 2010. The EPA selected the Coalition for funding in the amount of $1,000,000 for a three year period. The County approved a Memorandum of Agreement to participate in the grant on August 9, 2011.

EPA Brownfields funding may be used for a broad spectrum of activities, including developing inventories of brownfields, prioritizing sites, conducting public outreach activities, conducting area-wide planning, conducting site assessments, and cleanup and reuse planning related to brownfields sites. The Coalition's grant focuses on area-wide planning in support of renewable energy and other economic development opportunities. The grant will enable the counties to work together to assess brownfields sites and engage in high-level planning activities to redevelop brownfields, particularly those along existing and potential transmission corridors. The funding would also facilitate identification and assessment of additional project opportunities for renewable energy and general economic development.

County staff has been participating with the Coalition in implementing the grant. Two sites in the County have been identified for investigation [(1) the PPG Plant south of Lone Pine on the northwest side of Owens Lake and (2) the Mt. Whitney Fish Hatchery], and Phase I Environmental Site Assessments were conducted under the grant. Phase II Assessments are being conducted for these sites. The Coalition is evaluating other sites in the other participating counties as well. An Area-wide Plan is being prepared to memorialize the project as well.

The grant provides resources for attendance at the National Brownfields Conference in Atlanta, GA May 15-17, 2013.[1] The Conference originated as a simple event, bringing together a small group of participants with interest in redevelopment of brownfields sites. Over the years, the Conference has evolved into a multiday event with many components. Now in its 15th year, this two and a half day event comprises many components covering a large variety of redevelopment topics, plus other topics related to sustainability. The Coalition is encouraging supervisors and staff from the various counties to attend.

---

[1] Refer to http://www.brownfieldsconference.org/en/sessions for more information regarding the Conference.

***OTHER AGENCY INVOLVEMENT*:** EPA; Nye, Esmeralda, Lincoln, and White Pine Counties; and other agencies as may be identified through the site selection process.

***FINANCING*:** The grant is being administered by Nye County and BEC Environmental, Inc., which are preparing documents, reports, and assessments under the grant in consultation with the other Coalition counties' staff. Inyo County staff's participation in executing the grant is being absorbed by existing staffing levels and resources with General Fund resources, although travel costs to Coalition meetings and the conferences are reimbursed by the grant.

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

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

Date: 2-14-13

For Clerk's Use Only:
AGENDA NUMBER

13

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Water Department

FOR THE BOARD MEETING OF: February 19, 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 *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: ✓ Date 2·13·13
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Leslie L Chapman Approved: NO * Date 2/14/13
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE: Robert L Wright Date: 2/14/13
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

* The budget and administrative planning on this engagement is far below the amount of financial risk and therefore, I can not support it at this time.
Leslie L. Chapman

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 resources 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. CG

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 these 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 §79560-79565) 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 Propositions 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 uncertainties 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. CG

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. CG

Contacts

For more information on integrated Regional Water Management, please contact us at:

DWR_IRWM@water.ca.gov

Frequently Asked Questions

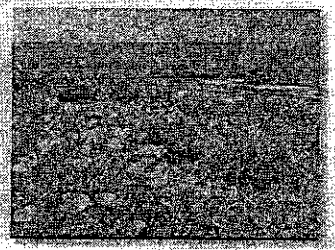
How is IRWM different than what came before?

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 82% 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. CG

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:
    a) 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.
    b) 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.*)
    c) 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.
    d) 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:
    a) 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.
    b) Making any false warranty, representation, or statement with respect to this Grant Agreement.
    c) Failure to operate or maintain projects in accordance with this Grant Agreement.
    d) Failure to make any remittance required by this Grant Agreement.
    e) 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.
    f) 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.
    g) Failure to comply with Labor Compliance Program (LCP) requirements.
    h) 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:
    i) 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.
    j) Terminate any obligation to make future payments to Grantee.
    k) Terminate the Grant Agreement.
    l) 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	Central Sierra Resource Conservation and Development Council
Paula Landis Chief, Division of IRWM P.O. Box 942836 Sacramento CA 94236-0001 Phone: (916) 651-9220 e-mail: plandis@water.ca.gov	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	Central Sierra Resource Conservation and Development Council
Parker Thaler Division of Integrated Regional Water Management 901 P Street Sacramento, CA 95814 916-651-9221 e-mail: PThaler@water.ca.gov	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 RESOUCES

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

Central Sierra Resource Conservation and Development Council

_____
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 preformed, 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 preformed efficiently, that construction/implementation conforms to the pertinent designs and specifications, the construction costs are monitored, and construction activates 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 preformed, 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 Categorically 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 preformed efficiently, that construction/implementation conforms to the pertinent designs and specifications, the construction costs are monitored, and construction activates 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 preformed, 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 IRWMG 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

DAC PROJECT	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Environmental Documentation												
Task 3: Permitting												
Task 4: Consultant Selection												
Task 5: Implementation of Feasibility Study												

Pump Operation Redundancy and SCADA Improvement Project

DAC PROJECT	2012				2013				2014					
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
Task 1: Administration														
Task 2: Permitting														
Task 3: Environmental Documentation														
Task4: Planning/Design/Engineering														
Task 5: Construction/ Implementaion														
Task 6: Award of Contract														
Task 7: Construction Administration/Contingency														

Round Valley Joint Elementary School District Water Project

	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Environmental Documentation												
Task 3: Permitting												
Task 4: Project Plans & Specifications												
Task 5: Award of Contracts												
Task 6: Construction												
Task 7: Construction Administration/Contingency												

Project D: New Hilltop Well Project

	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Environmental Documentation												
Task 3: Permitting												
Task 4: Planning/Design/Engineering												
Task 5: Award of Contract												
Task 6: Consrtuction/Implimintation												
Task 7: Construction Administration												

Coleville High School Water Project

DAC PROJECT	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Environmental Documentation												
Task 3: Permitting												
Task 4: Project Plans & Specifications												
Task 5: Award of Contracts												
Task 6: Construction												
Task 7: Construction Administration/Contingency												

CSA-2 Sewer System Improvements Project

	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Permitting												
Task 3: Environmental Documentation												
Task 4: Planning/Design/Engineering												
Task 5: Award of Contract												
Task 6: Construction Implimintation												
Task 7: Construction Administration/Contingency												

Well Rehabilitation (Phase 1)

	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Environmental Documentation												
Task 3: Engineering												
Task 4: Request for Proposals												
Task 5: Construction/ Implementation												
Task 6: Construction Administration/Contingency												

Grant Administration

	2012				2013				2014			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Administration												
Task 2: Coordinate Outreach												
Task 3: Coordinate Phase I Inyo-Mono IRWM Plan												
Task 4: Project Signage												
Task 5: Draft and Final Report												

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%
GSWC Sewer System Improvements Project	$110,626.00	$310,895.00	$0.00	$421,521.00	26.24%
Well Rehabilitation (Phase 1)	$97,000.00	$98,000.00	$0.00	$195,000.00	49.74%
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)	$328,691.00	$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 Redundency 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%
Task4: Planning/Design/Engineering	$ 7,591.00	$ -	$ -	$ 7,592.00	100%
Task5: 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: Consrtuction/Implimintation	$ 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 Implemintation	$ 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 verse 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

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:
   - Describe contributed item(s) or service(s)
   - Purpose for which contribution was made (tie to scope of work)
   - Name of contributing organization and date of contribution
   - 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)
   - Person's name and function of the contributing person
   - Hours of contribution
   - If multiple sources exist, summarize these on a table with summed charges
   - 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 Ione
- City of Amador City
- Tuolumne County
- Alpine County
- Mono County
- Tuolumne Me-Wuk Tribal Council
- Romaggi 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 Crest 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 K Klinefelter

Printed Name: Valerie Klinefilter

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 IMRWMG 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 Project~~gram~~.

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 Project~~gram~~.

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 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 IMRWMG 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 IMRWMG. The liaison services will include coordinating quarterly project presentations to IMRWMG at regular IMRWMG meetings; convening Administrative Committee meetings to ensure communication among the IMRWMG 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 IMRWMG process.

C. The Program Office will provide public relations on behalf of the Project Sponsors and the IMRWMG. 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 IMRWMG 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 IMRWMG.

F. The Program Office will communicate with Project Sponsors, including site visits, to ensure compliance with IMRWMG 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 IMRWMG Plan.

G. The Program Office will establish and facilitate Phase I IMRWMG Plan Evaluation Work Group to help in developing specific indicators as well as evaluate the overall effectiveness of the Phase I IMRWMG 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
_____	_____

For Clerk's Use Only:
AGENDA NUMBER

14

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator and Auditor-Controller

FOR THE BOARD MEETING OF: February 19, 2013

SUBJECT: Budget Amendment for MuniServices, LLC Sales Tax Audit Services

DEPARTMENTAL RECOMMENDATION

Request Board recognize $2,605 in additional revenue from the State Board of Equalization to pay MuniServices invoice for quarterly Sales and Use Tax Audit services by amending the Fiscal Year 2012-2013 County Budget as follows: Increase revenue and expense in the General Revenue and Expenditures budget (#011900), by increasing Sales Tax, revenue code 4062 by $2,605, and increasing appropriations in the Professional and Special Services object code (#5265) Professional Services by $2,605. (4/5's vote required)

SUMMARY DISCUSSION

On September 27, 2011, the Board approved an agreement with MuniServices, LLC for the provision of Sales and Use Tax and Audit Services to detect and correct point of sale distribution errors, and thereby generate sales tax revenue for the County which would not otherwise be realized due to the allocation errors. The agreement provides MuniServices a fee of 25% of the amount of sales and use tax it recovers on behalf of the County each quarter. Because the amount of money that MuniServices will recover for the County in any Quarter or Fiscal Year varies wildly, and cannot be accurately forecast, funds are not budgeted in advance to pay the MuniServices fee. Rather, a budget amendment, such as that being requested today, is employed to recognize additional sales tax revenue (generated by MuniServices) in the amount of the fee owed to MuniServices.

MuniServices has recovered $10,420.48 for Inyo County by correcting point of sale distribution errors for the tax Quarter ending September 30, 2012. Accordingly, MuniServices is entitled to an earned fee of $2,605.12. The requested budget amendment will provide a means of making this payment to MuniServices. The remainder of the sales and use tax revenue recovered by MuniServices for the Quarter ending September 30, 2012 ($7,815.36) will not be recognized in the Budget, unless needed later, and will therefore accrue to Fund Balance in the General Fund and be available for use in next year's Budget.

Overall, MuniServices Sales Tax and Use Tax Audit Services has resulted in a correction of 22 accounts, and produced more than $88,125 of new revenue for Inyo County. According to MuniServices, based on its experience with other California cities and counties, the actual results achieved (absent audit adjustments and fund transfer reallocations) will result in Inyo County being able to expect to continue to receive approximately $58,797 per year of ongoing sales tax revenue from the corrected accounts that would not otherwise be realized.

ALTERNATIVES

Your Board could choose to deny this request, however, this is not recommended as it will require paying the MuniServices invoice from funds appropriated for other purposes in the Budget.

OTHER AGENCY INVOLVEMENT

Working with County Departments, MuniServices reviews and identifies sales and use tax reporting allocations from the State Board of Equalization.

FINANCING

The tax audit service fees for MuniServices are paid out of the General Revenue and Expenditures Budget #011900, Object Code #5265 Professional Services, only when its efforts on behalf of the County result in increased revenues to the County.

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.)* Leslie L. Chapman Approved: ✓ Date 2/13/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 02-08-2012

For Clerk's Use Only:
AGENDA NUMBER

15

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: February 19, 2013

SUBJECT: Approval of Amendment #5 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between County of Inyo and Joseph Enterprises extending the Phase 1 Expiration Date to May 31, 2013

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize the County Administrator to execute Amendment #5 t o the E xclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises extending the Phase 1 Expiration Date to May 31, 2013 contingent on all appropriate signatures being obtained.

SUMMARY DISCUSSION:

On September 6, 2011, the Board of Supervisors authorized the Chair to sign an Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises. The Agreement does not bind the County to proceeding with the consolidated office building project. Rather, it provides a framework for further consideration of the project, and requires Inyo County to negotiate only with Joseph Enterprises for the development of its consolidated office space project as long as the Agreement remains in effect. Similarly, Joseph Enterprises is prohibited from negotiating with any party, other than Inyo County, for the use of its Wye Road parcel. As a demonstration of good faith, the Agreement required Joseph Enterprises to make a $10,000 deposit with the County refundable at the conclusion of negotiations; either by the County approving the resulting documents, or at the request of Joseph Enterprises after the Exclusive Negotiation Agreement has expired.

The Exclusive Negotiation Agreement has been in effect for over a year and, during that time, Joseph Enterprises has continued to work with the County in good faith through delays that have prolonged completion of the tasks identified in the Agreement. Accordingly, on November 20, 2012, the Board decided it was reasonable for the County to reciprocate this demonstration of good faith by eliminating the required Developer Deposit from the terms of the Agreement, and refunded Joseph Enterprises its $10,000 deposit. At the same time, the Board also approved to amend the Exclusive Negotiation Agreement to extend the term to February 28, 2013.

The Agreement specifies the phasing and timing of deliverables the negotiations are expected to produce, including:

> **Phase IA Term Sheet Agreement.** The County and Joseph Enterprises will negotiate key terms of the anticipated Option, Lease and Land Transaction documents that will be summarized in a non-binding, proposed Term Sheet. The Term Sheet will be subject to final approval by the Board of Supervisors acting in public, in open session. (This task has been completed, and the non-binding Term Sheet was approved by the Board on March 13, 2012.)

Phase 1B Design Review. Joseph Enterprises will develop a space plan at its sole expense, but in consultation with the County. This space plan is anticipated to identify the specific departments and staff positions that will be located in the consolidated offices, and their associated space needs. The space plan will be used to update architectural planning and produce a more detailed conceptual design. The resulting Concept Plans will be submitted to the Board of Supervisors for approval in open session, in its capacity as prospective tenants only. County staff and the developer are in the process of completing the Design Review required by the ENA but, as discussed below, this process will not be completed prior to the February 28th deadline.)

The Agreement originally allocated 60-days to complete Phase 1 A&B, with an option to extend the Phase 1 Expiration Date by another 45-days if the County Administrator determined that the negotiations were proceeding in a reasonable manner.

> Phase 1 will consist of sixty (60) days, commencing on the date this Agreement is signed on behalf of the County (the "Phase 1 Effective Date"), and continuing in full force and effect until the sixtieth (60th) day thereafter (the "Phase 1 Expiration Date"). The Phase 1 Expiration Date may be extended for up to forty-five (45) additional days (commencing on the Phase 1 Expiration Date) upon approval in writing by the County CAO, provided that Developer continues to diligently perform its obligations hereunder in a timely manner. If at the Phase 1 Expiration Date or the expiration of any extension thereof, Developer has not signed and submitted a Proposed Term Sheet and Concept Plan approved by the Board (in the Board's sole determination), this Agreement shall automatically terminate, and the County and Developer agree that they shall have no further rights or obligations under this Agreement.

The Agreement was signed on behalf of the County on September 6, 2011. On November 3, 2011, the County Administrator exercised his right to extend the Phase 1 Expiration Date by 45-days, from November 4, 2011, to December 19, 2011, recognizing that the Developer continued to perform its obligations under the Agreement in a timely manner. However, vacations and holidays and scheduling conflicts delayed the ability of the Developer, County staff, and the County's real estate consultant, Allan D. Kotin & Associates, from being able to finalize a Term Sheet Agreement for Consideration prior to December 19, 2011. As a result, on December 12, 2011, the Board considered and approved Amendment #1 to the Exclusive Negotiation Agreement extending the Phase 1 Expiration Date to February 28, 2012. On February 28, 2012, the Board approved a second Amendment to the ENA to extend the Phase 1 Expiration Date to June 30, 2012, to allow completion of the non-binding Phase 1A Term Sheet, and Concept Plans identified for Phase 1B. The non-binding, proposed Term Sheet was subsequently presented to and approved by the Board on March 13, 2012.

Like the Term Sheet, the Concept Plans (identified as part of Phase 1B) are non-binding, and must be approved by the Board of Supervisors acting in open session. Staff, including County department representatives, have been working with the Developer and the developer's architect, Ware Malcomb, to develop the Concept Plans, and this process is almost complete. Again, your Board's approval of the Concept Plans will be non-binding on the County. (As noted above, if the Concept Plans are not approved by your Board, in your Board's sole determination, in the specified timeframe, the Exclusive Negotiation Agreement will automatically terminate.)

Representatives from Ware Malcomb toured the County's existing office space in Bishop and met with County departments with offices in Bishop on April 19th and 20th. Prior to the meetings, Ware Malcomb provided the departments with a Facility Program Questionnaire to complete and articles regarding office trends to review. This process led to the development of a draft Building Program and Block Diagram for the Consolidated Building. However, it was not going to be possible to complete this and the other recommended components of the (Phase 1B) Concept Plan development and non-binding approval process by the Phase 1 Expiration Date of June 30, 2012. As a result the Board approved Amendment #3 to the ENA to again extend the Phase I Expiration Date to November 30,

2012. A fourth amendment extending the Phase 1 Expiration Date to February 28, 2013, was approved by the Board on November 20, 2013.

Based on staff feedback, Ware Malcomb refined the draft Building Program and Block Diagram for the consolidated building and the new drafts were circulated to County departments for review and comment in December. In January, departments were given the opportunity to conference with the architect to ask questions and raise any additional concerns regarding the draft Building Program and Block Diagram, and this resulted in updating these documents a third time to reflect the additional departmental input. The current draft Building Program and Block Diagram are being used by Ware Malcomb to develop a preliminary Floor Plan for the building. This process is nearly complete, but will not be accomplished for consideration by your Board before February 28th.

Prior to presenting the Concept Plans to your Board for consideration and non-binding approval, staff intends to conduct a Consolidated Building Workshop with your Board to review the history of the project, review the non-binding Term Sheet, and present the current version of the Building Program, Block Diagram and Floor Plans for input prior to conducting a series of community meetings regarding the project. The Concept Plans will only be presented to your Board for consideration and non-binding approval after the community meetings and, based on feedback from the community meetings, your Board may wish to provide additional direction regarding the Design Review process prior to considering the Concept Plans. In light of the Design Review work that remains to be accomplished, including the presentations at community meetings, your Board is asked, once again, to consider extending the ENA Phase I completion date to May 31, 2013 by approving Amendment #5 to the ENA.

Only if your Board approves the non-binding Concept Plans will the County and Joseph Enterprises proceed to draft any Option, Lease and Land Transaction documents resulting from the approved Term Sheet and Concept Plans. This is identified as Phase 2 – Preparation of Final Documents – in the Exclusive Negotiation Agreement, and will need to be completed within 60-days from the date of non-binding approval of the Concept Plans, and may be extended by the CAO for up to 45 additional days. The Final Documents will need to be approved by your Board in public, in open session, and only upon your Board's approval of these documents will the County be bound to the project.

ALTERNATIVES:

Your Board could choose to take no action and/or not execute the amendment to Exclusive Negotiation Agreement with Joseph Enterprises, however, this will terminate the ENA and essentially eliminate the current framework for proceeding with the consolidated building project development process. Your Board could also choose to propose amending the Agreement to specify a Phase 1 Expiration Date different from the May 31, 2013 date being recommended.

OTHER AGENCY INVOLVEMENT:

Primary assistance in this process has been, and will be provided by the Inyo County Office of the County Counsel, and the Inyo County Public Works Department.

FINANCING:

Outside of additional staff time and associated consulting expense, there is no cost or binding obligation to the County associated with amending the Exclusive Negotiation Agreement with Joseph Enterprises.

As indicated above, there will be additional public discussion and actions required of your Board in advance of making any decision that is financially binding upon the County.

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 2·14·13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____Date: 02-13-2013
(The Original plus 20 copies of this document are required)

AMENDMENT NUMBER 5 TO

THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN

THE COUNTY OF INYO AND JOSEPH ENTERPRISES

FOR CONSTRUCTION AND LEASING OF

INYO COUNTY CONSOLIDATED OFFICE BUILDING

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Joseph Enterprises (hereinafter referred to as "Developer"), have entered into an Exclusive Negotiation Agreement for the construction and leasing of an Inyo County Consolidated Office Building in Bishop dated September 6, 2011 (Extended to February 28, 2013 by Amendment #4)

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

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

County and Developer hereby amend such Agreement as follows:

Section 3.1.1 (TERM OF AGREEMENT) of the Agreement is amended to read in its entirety as follows:

> Phase 1 will continue until May 31, 2013, which is the Phase I Expiration Date. If by the Phase 1 Expiration Date, Developer has not signed and submitted a Proposed Term Sheet and Concept Plan approved by the Board (in the Board's sole determination), this Agreement shall automatically terminate, and the County and Developer agree that they shall have no further rights or obligations under this Agreement.

AMENDMENT NUMBER 5 TO

THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN

THE COUNTY OF INYO AND JOSEPH ENTERPRISES

FOR CONSTRUCTION AND LEASING OF

INYO COUNTY CONSOLIDATED OFFICE BUILDING

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

COUNTY OF INYO

By:_____

Dated:_____

DEVELOPER

By:_____
Signature

_____
Type or Print

Dated:_____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

For Clerk's Use Only:
AGENDA NUMBER

16

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: February 19, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meetings as follows: A) Regular Meeting of February 5, 2013; and B) Special Meeting of February 7, 2013.

SUMMARY DISCUSSION: - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS *(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)*
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 Assistant Clerk of the Board.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* 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

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

For Clerk's Use Only:
AGENDA NUMBER
17

FROM: Public Works Department

FOR THE BOARD MEETING OF: February ~~12~~ 19, 2013

SUBJECT: Approve the Town Water Systems Cross Connection Control Ordinance

DEPARTMENTAL RECOMMENDATIONS: Request Board approve an 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".

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At a prior Board meeting a public hearing was conducted concerning the adoption of 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". Request Board continue with this adoption process to approve the ordinance.

ALTERNATIVES: There are no alternatives available as this ordinance is a necessary condition for 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 Public Health Department 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.) Approved: yes Date 1-15-13
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Leslie L. Chapman Approved: NA Date 1/17/13
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) NA Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 1/25/13

Z:\EMPLOYEES\Keith - The Ditch Rider\ARF\ARF Cross Connection Control Ordinance second reading.doc

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

Hazard	*Required Level of Protection*
(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 Asssociation, 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, <u>but are not limited to,</u> 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.

For Clerk's Use Only:
AGENDA NUMBER

18

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☒ Public Hearing

☒ Scheduled Time for 1:00 p.m. ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Commission and Planning Department

FOR THE BOARD MEETING OF: February 19, 2013

SUBJECT: Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Plan Project (General Plan Amendment No. 2010-01, Zone Reclassification No. 2010-02, Reversion to Acreage #2012-01) and Appeal Nos. 2012-01 (Elton Family Trust), 2012-02 (Cartago Mutual Water Company), and 2012-03 (Owens Valley Committee/Sierra Club)

DEPARTMENTAL RECOMMENDATION: Request the Board of Supervisors:

A. Conduct a Public Hearing regarding the following:

1. General Plan Amendment No. 2010-01 (Crystal Geyser Roxane), Zone Reclassification No. 2010-02 (Crystal Geyser Roxane), Reversion to Acreage No. 2012-01 (Crystal Geyser Roxane), an ordinance entitled An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2012-02 (Crystal Geyser Roxane) and Amending the Zoning Map of the County of Inyo, by Reclassifying an approximately 23.6-Acre Portion of the a 420-Acre Parcel Located Adjacent (on the south) to the Community of Cartago, on the east side of U.S. Highway 395, from Open Space, 40-Acre Minimum (OS-40) and Rural Residential (RR) to Light Industrial (M-2) and an approximately 6.8-Acre Portion of the Parcel from RR to OS-40; and

2. Appeal Nos. 2012-01 (Elton Family Trust), 2012-02 (Cartago Mutual Water Company), and 2012-03 (Owens Valley Committee/Sierra Club).

B. Review and Adopt a Resolution making certain findings with respect to and denying Appeal No. 2012-01 (Elton Family Trust).

C. Review and Adopt a Resolution making certain findings with respect to and denying Appeal No. 2012-02 (Cartago Mutual Water Company).

D. Review and Adopt a Resolution making certain findings with respect to and denying Appeal No. 2012-03 (Owens Valley Committee/Sierra Club).

E. Review and Adopt a Resolution making certain findings with respect to, certifying the Environmental Impact Report, and approving General Plan Amendment No. 2010-01 (Crystal Geyser Roxane) and Reversion to Acreage No. 2012-01 (Crystal Geyser Roxane).

F. Waive the first reading of the ordinance entitled An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2012-02 (Crystal Geyser Roxane) and Amending the Zoning Map of the County of Inyo, by Reclassifying an approximately 23.6-Acre Portion of the a 420-Acre Parcel Located Adjacent (on the south) to the Community of Cartago, on the east side of U.S. Highway 395, from Open Space, 40-Acre

Minimum (OS-40) and Rural Residential (RR) to Light Industrial (M-2) and an approximately 6.8-Acre Portion of the Parcel from RR to OS-40, and schedule enactment for 11:00 a.m., Tuesday, February 26, 2013, in the Board of Supervisors Room, at the County Administrative Center, in Independence.

SUMMARY DISCUSSION: Crystal Geyser Roxane (CGR) has applied for a general plan amendment (GPA), zone reclassification (ZR), conditional use permit (CUP), and reversion to acreage (RA) in order to construct a spring water bottling water plant at the Cabin Bar Ranch property. The project site consists of about 23 acres of the total 420 acres comprising the Ranch, and is located at the northeast corner of the ranch property, immediately adjacent to the south side of the town of Cartago (population 92), on the east side of U.S. Highway 395. CGR operates an existing spring water bottling plant approximately 0.75 miles to the south of the Cabin Bar Ranch property. Additional information about the project is provided in Exhibit 6.

Pursuant to the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared for the project and circulated for an extended public review.[1] The EIR identifies potentially significant impacts regarding air quality, biological resources, and cultural resources, which can be reduced to less than significant levels by the mitigation identified. In addition, mitigation is proposed to address hydrological resources. Although the EIR does not identify any potentially significant impacts to ground water resources, due to the concerns raised by property owners in the area and the sensitivity to potential impacts to ground water resources, mitigation measure have been developed to assure local wells and hydrological resources will not be impacted by the proposed pumping. No potentially significant unavoidable impacts are identified. Alternatives analyzed in the EIR include the No Project Alternative required by CEQA, a Reduced Operations Alternative, and a Project Site Reconfiguration Alternative. These alternatives would reduce the project's less than significant impacts, but would not meet the project objectives to the degree of the project.

Recommended Actions

The staff analysis indicates that the proposed GPA and ZR are appropriate due to the specific location of the area to be redesignated and rezoned, as discussed in more detail in the attachments. The proposed RA involves an undeveloped subdivision, the streets, infrastructure, and lot lines of which are unnecessary. The EIR identifies minimal impacts to the physical environment that can be mitigated to less than significant levels, and the project is expected to provide benefits to the County, including increased property valuation and related taxes, as well as employment.

The project was presented to the Planning Commission on December 13, 2012, which following a public hearing recommended the Board's approval of the proposed actions and conditionally approved the CUP. As part of its actions, the Planning Commission recommended requiring monitoring of nearby wells (if permission from the well owners can be obtained), which is included in the proposed resolution (Exhibit 4). Based on further consultation with the Department of Public Works, enhancements to the conditions of approval are being recommended to ensure appropriate access to the reversionary parcels. A summary of the comments made at the Planning Commission hearing with responses is included in Exhibit 8.

---

[1] The EIR is available under separate cover and online at http://inyoplanning.org/projects.htm.

Appeals

Subsequent to the Planning Commission's action, three appeals of the Commission's decision were received from the Elton Family Trust, the Cartago Mutual Water Company, and the Owens Valley Committee/Sierra Club (refer to Exhibit 10). The appeals generally raise issues that have been addressed previously, primarily related to hydrological and biological resources. Responses to the appeals are included in Exhibit Nos. 11-13. Based on the analysis therein, staff recommends that the Board deny the appeals and affirm the Planning Commission's actions (refer to Exhibit Nos. 1-3).

ALTERNATIVES: The Board may consider the following alternatives.

1. Do NOT approve the requested actions. Approval of the project is recommended, as discussed in the resolution.
2. Direct changes to the conditions of approval.
3. Consider the alternatives in the EIR. This is not recommended as discussed in the resolution.
4. Modify or overrule the decision of the Planning Commission. This is not recommended as discussed in Exhibit Nos. 10-13).
5. Return to staff with direction.

OTHER AGENCY INVOLVEMENT: Inyo County Public Works Department (including Building and Safety Division), Inyo County Environmental Health Department, and other Inyo County Departments (as necessary); California Departments of Fish and Game, Transportation (Caltrans), and Public Health, and other State agencies (as necessary); Lahontan Regional Water Quality Control Board; Great Basin Unified Air Pollution Control District; U.S. Army Corp of Engineers; and others (as necessary).

FINANCING: Costs to process the application are recouped from the applicant per contract. Mitigation monitoring costs incurred by the County will be reimbursed by the applicant. Increased employment and property valuation are expected to result in long-term fiduciary benefits to the County.

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.)* 2/13/13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS *(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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

Date: 2-13-13

Exhibits:

1.) Resolution Denying Appeal No. 2012-01 (Elton Family Trust)
2.) Resolution Denying Appeal No. 2012-02 (Cartago Mutual Water Company),
3.) Resolution Denying Appeal No. 2012-03 (Owens Valley Committee/Sierra Club)
4.) Resolution Approving Project
5.) Draft Ordinance
6.) Planning Commission Packet dated December 13, 2013
7.) Correspondence Submitted after Publication of the Final EIR
8.) Summarized Comments from December 13, 2013 Planning Commission Hearing and Responses
9.) Planning Commission Resolution
10.) Annotated Appeals
11.) Responses to Appeal 2012-01 (Elton Family Trust)
12.) Responses to Appeal No. 2012-02 (Cartago Mutual Water Company)
13.) Responses to Appeal No. 2012-03 (Owens Valley Committee/Sierra Club)

RESOLUTION No.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, MAKING CERTAIN FINDINGS WITH RESPECT TO AND DENYING APPEAL NO. 2012-01 (ELTON FAMILY TRUST) AND SUSTAINING THE PLANNING COMMISSION'S CONDITIONAL APPROVAL OF CONDITIONAL USE PERMIT NO. 2010-03 (CRYSTAL GEYSER ROXANE)

WHEREAS, on April 19, 2010, Crystal Geyser Roxane submitted an application for General Plan Amendment No. 2010-01 (Crystal Geyser Roxane), Zone Reclassification No. 2010-02 (Crystal Geyser Roxane), and Conditional Use Permit (CUP) No. 2010-03 (Crystal Geyser Roxane), to establish a water bottling plant on a site within the 420-acre Cabin Bar Ranch property located adjacent, on the south, of the town of Cartago; and

WHEREAS, said applications were processed and acted upon by the Inyo County Planning Commission as described in more detail in Inyo County Planning Commission Resolution No. 2012-05; and

WHEREAS, on December 27, 2012, the Elton Family Trust submitted an appeal of the Planning Commission's actions; and

WHEREAS, this Board of Supervisors conducted a public hearing on February 19, 2013 and considered all written and oral testimony presented concerning the Crystal Geyser Roxane General Plan Amendment, Zone Reclassification, and Reversion to Acreage applications, including but not limited to the draft Environmental Impact Report, the comments and responses thereto and the final Environmental Impact Report, and Appeal Nos. 2012-01 (Elton Family Trust), 2012-02 (Cartago Mutual Water Company), and 2012-03 (Owens Valley Committee/Sierra Club), and the responses thereto.

NOW, THEREFORE, BE IT HEREBY RESOLVED that all of the issues raised by Appeal No. 2012-01 (Elton Family Trust) have considered by this Board of Supervisors;

BE IT FURTHER RESOLVED that after consideration of the written and oral testimony presented in connection with Appeal No. 2012-01 (Elton Family Trust), this Board of Supervisors hereby finds that the Inyo County Planning Commission acted properly;

BE IT FURTHER RESOLVED that this Board of Supervisors hereby denies Appeal No. 2012-01 (Elton Family Trust), finding that the issues raised in the appeal have been adequately addressed in the EIR and the other materials in the record;

BE IT FURTHER RESOLVED that this Board of Supervisors hereby sustains the Planning Commission's conditional approval of CUP No. 2010-03 (Crystal Geyser Roxane).

Exhibit 1

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Linda Arcularius, Chair
Inyo County Board of Supervisors

ATTEST:
KEVIN CARUNCHIO
Clerk of the Board

By:_____
Pat Gunsolley, Assistant

RESOLUTION No.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, MAKING CERTAIN FINDINGS WITH RESPECT TO AND DENYING APPEAL NO. 2012-02 (CARTAGO MUTUAL WATER COMPANY) AND SUSTAINING THE PLANNING COMMISSION'S CONDITIONAL APPROVAL OF CONDITIONAL USE PERMIT NO. 2010-03 (CRYSTAL GEYSER ROXANE)

WHEREAS, on April 19, 2010, Crystal Geyser Roxane submitted an application for General Plan Amendment No. 2010-01 (Crystal Geyser Roxane), Zone Reclassification No. 2010-02 (Crystal Geyser Roxane), and Conditional Use Permit (CUP) No. 2010-03 (Crystal Geyser Roxane), to establish a water bottling plant on a site within the 420-acre Cabin Bar Ranch property located adjacent, on the south, of the town of Cartago; and

WHEREAS, said applications were processed and acted upon by the Inyo County Planning Commission as described in more detail in Inyo County Planning Commission Resolution No. 2012-05; and

WHEREAS, on December 28, 2012, the Cartago Mutual Water Company submitted an appeal of the Planning Commission's actions; and

WHEREAS, this Board of Supervisors conducted a public hearing on February 19, 2013 and considered all written and oral testimony presented concerning the Crystal Geyser Roxane General Plan Amendment, Zone Reclassification, and Reversion to Acreage applications, including but not limited to the draft Environmental Impact Report, the comments and responses thereto and the final Environmental Impact Report, and Appeal Nos. 2012-01 (Elton Family Trust), 2012-02 (Cartago Mutual Water Company), and 2012-03 (Owens Valley Committee/Sierra Club), and the responses thereto.

NOW, THEREFORE, BE IT HEREBY RESOLVED that all of the issues raised by Appeal No. 2012-02 (Cartago Mutual Water Company) have considered by this Board of Supervisors;

BE IT FURTHER RESOLVED that after consideration of the written and oral testimony presented in connection with Appeal No. 2012-02 (Cartago Mutual Water Company), this Board of Supervisors hereby finds that the Inyo County Planning Commission acted properly;

BE IT FURTHER RESOLVED that this Board of Supervisors hereby denies Appeal No. 2012-02 (Cartago Mutual Water Company), finding that the issues raised in the appeal have been adequately addressed in the EIR and the other materials in the record;

BE IT FURTHER RESOLVED that this Board of Supervisors hereby sustains the Planning Commission's conditional approval of CUP No. 2010-03 (Crystal Geyser Roxane).

Exhibit 2

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Linda Arcularius, Chair
Inyo County Board of Supervisors

ATTEST:
KEVIN CARUNCHIO
Clerk of the Board

By:_____
Pat Gunsolley, Assistant

RESOLUTION No.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, MAKING CERTAIN FINDINGS WITH RESPECT TO AND DENYING APPEAL NO. 2012-03 (OWENS VALLEY COMMITTEE/SIERRA CLUB) AND SUSTAINING THE PLANNING COMMISSION'S CONDITIONAL APPROVAL OF CONDITIONAL USE PERMIT NO. 2010-03 (CRYSTAL GEYSER ROXANE)

WHEREAS, on April 19, 2010, Crystal Geyser Roxane submitted an application for General Plan Amendment No. 2010-01 (Crystal Geyser Roxane), Zone Reclassification No. 2010-02 (Crystal Geyser Roxane), and Conditional Use Permit (CUP) No. 2010-03 (Crystal Geyser Roxane), to establish a water bottling plant on a site within the 420-acre Cabin Bar Ranch property located adjacent, on the south, of the town of Cartago; and

WHEREAS, said applications were processed and acted upon by the Inyo County Planning Commission as described in more detail in Inyo County Planning Commission Resolution No. 2012-05; and

WHEREAS, on December 28, 2012, the Owens Valley Committee/Sierra Club submitted an appeal of the Planning Commission's actions; and

WHEREAS, this Board of Supervisors conducted a public hearing on February 19, 2013 and considered all written and oral testimony presented concerning the Crystal Geyser Roxane General Plan Amendment, Zone Reclassification, and Reversion to Acreage applications, including but not limited to the draft Environmental Impact Report, the comments and responses thereto and the final Environmental Impact Report, and Appeal Nos. 2012-01 (Elton Family Trust), 2012-02 (Cartago Mutual Water Company), and 2012-03 (Owens Valley Committee/Sierra Club), and the responses thereto.

NOW, THEREFORE, BE IT HEREBY RESOLVED that all of the issues raised by Appeal No. 2012-03 (Owens Valley Committee/Sierra Club) have considered by this Board of Supervisors;

BE IT FURTHER RESOLVED that after consideration of the written and oral testimony presented in connection with Appeal No. 2012-03 (Owens Valley Committee/Sierra Club), this Board of Supervisors hereby finds that the Inyo County Planning Commission acted properly;

BE IT FURTHER RESOLVED that this Board of Supervisors hereby denies Appeal No. 2012-03 (Owens Valley Committee/Sierra Club), finding that the issues raised in the appeal have been adequately addressed in the EIR and the other materials in the record;

BE IT FURTHER RESOLVED that this Board of Supervisors hereby sustains the Planning Commission's conditional approval of CUP No. 2010-03 (Crystal Geyser Roxane).

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Linda Arcularius, Chair
Inyo County Board of Supervisors

ATTEST:
KEVIN CARUNCHIO
Clerk of the Board

By:_____
Pat Gunsolley, Assistant

RESOLUTION No.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, MAKING CERTAIN FINDINGS WITH RESPECT TO AND CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT PREPARED PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR, AND APPROVING GENERAL PLAN AMENDMENT NO. 2010-01/CRYSTAL GEYSER ROXANE AND REVERSION TO ACREAGE NO. 2012-01/CRYSTAL GEYSER ROXANE

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of Inyo County Code, has designated the Planning Commission as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, on December 11, 2001, the County of Inyo adopted the Land Use Element of the Inyo County General Plan; and

WHEREAS, on April 19, 2010, Crystal Geyser Roxane submitted an application for General Plan Amendment No. 2010-01 (Crystal Geyser Roxane), Zone Reclassification No. 2010-02 (Crystal Geyser Roxane), and Conditional Use Permit No. 2010-03 (Crystal Geyser Roxane), and subsequently Reversion to Acreage No. 2012-01 (Crystal Geyser Roxane), to establish a water bottling plant on a site within the 420-acre Cabin Bar Ranch property located adjacent, on the south, of the town of Cartago; and

WHEREAS, the 34.94-acre project site is located in the northeast corner of the overall 420-acre Cabin Bar Ranch property, which is adjacent to the community of Cartago, on the south, Inyo County Assessor's Parcel Numbers 033-020-11; 033-050-01; 033-050-04; 033-440-01 THROUGH -18; and

WHEREAS, Division 2, Chapter 6, Article 1 of the California Subdivision Map Act, "Reversion to Acreage," provides that subdivided real property may be reverted to acreage upon application by the owners of record by approval of a legislative body following a public hearing; and

WHEREAS, an exhibit map of the subject property has been submitted in accordance with the Subdivision Map Act (Government Code section 66499.11 et seq.), and is attached hereto and incorporated herein as "Attachment C"; and will be updated to describe the lots to be merged, the roadway and utility easements to be extinguished, and access to be provided to the remaining parcels; and

WHEREAS, pursuant to Section 15025 of the State CEQA Guidelines and Section 15.12.040 of the Inyo County Code (CEQA Procedures), the Planning Commission is responsible for the environmental review of all County projects; and

WHEREAS, the Planning Commission is required to conduct a public hearing on proposed General Plan Amendments, Zone Reclassifications, and Conditional Use Permits, and to make a recommendation to the Board of Supervisors thereon (Sections 65854 and 65855 of Government Code); and

WHEREAS, the Inyo County Planning Department completed an Initial Study and Environmental Checklist and Draft Environmental Impact Report pursuant to the California Environmental Quality Act (CEQA) concerning General Plan Amendment No. 2010-01/Crystal Geyser Roxane, Zone Reclassification

No. 2010-02/Crystal Geyser Roxane, Conditional Use Permit No. 2010-03/Crystal Geyser Roxane and Reversion to Acreage #2012-01/Crystal Geyser Roxane and;

WHEREAS, on September 14, 2011, an Initial Study and Environmental Checklist indicating that an Environmental Impact Report would be prepared for the project, was circulated to interested parties for a 30-day comment period, ending on October 20, 2011, with a Public Comment Scoping Meeting in Olancha, CA, held on September 29, 2011; and

WHEREAS, a Draft Environmental Impact Report (DEIR) was prepared for the project and circulated to the State Clearinghouse, all affected agencies, and all interested parties for public review and comment pursuant to the provisions of CEQA for a 45-day public review period (with an additional week extension) as required by Section 15.32.060 of Inyo County Code, commencing on August 15, 2012 and ending on October 8, 2012, with twenty-five comment letters received; and

WHEREAS, the Inyo County Planning Commission conducted a public hearing regarding the DEIR on September 26, 2012; and

WHEREAS, additional notification of General Plan Amendment #2010-01/Crystal Geyser Roxane was made to local Native American Tribes pursuant to the provisions of Senate Bill 18 (Government Code Section 65352.3) on September 20, 2012, with County staff subsequently meeting with the Big Pine Tribe on November 7, 2012, after a request for consultation was received from the Tribe; and

WHEREAS, in November 2012 a Final EIR was published with responses to comments received on the draft EIR, plant surveys verifying the analysis in the DEIR, and other information clarifying and amplifying the information presented in the DEIR; and

WHEREAS, none of the criteria for recirculation of the DEIR specified by CEQA Guidelines Section 15088.5 have been met; and

WHEREAS, all impacts identified in the DEIR and in comments thereon have been eliminated or reduced to a level of less than significant, as further detailed in Attachment A; and

WHEREAS, at a noticed public hearing on December 13, 2012, the Planning Commission considered the EIR, staff report, and all oral and written comments to date regarding the application; and

WHEREAS, following said public hearing the Planning Commission adopted a Resolution wherein it conditionally approved the CUP and recommended that this Board of Supervisors: 1) Certify the Final EIR, and 2) approve the Crystal Geyser Roxane General Plan Amendment, Zone Reclassification, and Reversion to Acreage; and

WHEREAS, subsequent to the Planning Commission's actions, three appeals of the Commission's decision were received from the Elton Family Trust, the Cartago Mutual Water Company, and the Owens Valley Committee/Sierra Club; and

WHEREAS, this Board of Supervisors denied the appeals from the Elton Family Trust, the Cartago Mutual Water Company, and the Owens Valley Committee/Sierra Club on February 19, 2013; and

WHEREAS, this Board hereby finds that the proposed change of the existing land use designations, General Plan Amendment #2010-01/Crystal Geyser Roxane, and zoning, Zone Reclassification #2010-02/Crystal Geyser Roxane, from Rural Protection (RP) and Residential Rural High Density (RRH) to Light Industrial (LI), and Open Space, 40-acre minimum (OS-40), and Rural Residential (RR) to Light Industrial (LI), respectively, and from Residential Rural High Density (RRH) to Rural Protection (RP), and from Rural Residential (RR) to Open Space, 40-acre minimum (OS-40), respectively, and Reversion to Acreage #2012-01/Crystal Geyser Roxane, which extinguishes the lot lines, easements, and internal roadway for an undeveloped subdivision within the 34.94-acre project site portion of the 420-acre Crystal Geyser Roxane-owned Cabin Bar Ranch property located adjacent, on the south, to the community of Cartago, is compatible with the location for the bottling plant, which is 0.75 miles north of the existing Crystal Geyser Roxane bottling plant at 1210 South U.S. Highway 395, and is also the location of the raw material (i.e., spring water of sufficient quality and quantity for bottling) necessary for the light industrial production, and is consistent with the Inyo County General Plan and Zoning Ordinance; and

WHEREAS, pursuant to that recommendation this Board of Supervisors conducted a public hearing on February 19, 2013 and considered all written and oral testimony presented concerning the Crystal Geyser Roxane General Plan Amendment, Zone Reclassification, and Reversion to Acreage applications; and

WHEREAS, this Board of Supervisors makes the following findings regarding the project:

1.) A DEIR was prepared and circulated in accordance with the California Environmental Quality Act and reflects the County's independent analysis and judgment. Together with the DEIR, all comments received on the DEIR, the responses to those comments, and all other information in the record, the FEIR shows that there is no substantial evidence that the project, with mitigation incorporated, will have a significant effect on the environment.

Evidence: An EIR has been prepared for the project.

2.) Based on substantial evidence in the record, the proposed General Plan Amendment, Zone Reclassification, and Reversion to Acreage are consistent with the Goals and Policies of the Inyo County General Plan.

Evidence: The project proposes a General Plan land use designation change to LI, which allows for use of the site for a water bottling plant. The Inyo County General Plan notes that the LI land use designation "provides for industrial parks, warehousing, light manufacturing, public and quasi-public uses, and similar and compatible uses where there are no significant air, odor, water, visual or hazard issues" (Policy LU-4.1). Table 4.F-1 of the DEIR, which examines the proposed project's consistency with goals and policies of the Inyo County General Plan, notes that General Plan Goal LU-4, which seeks to provide industrial land uses within the County in order to serve the existing and future needs of the community, is met by the project's ability to provide additional employment opportunities and revenue for the County, within an industry type already established in the project vicinity (i.e., the existing CGR bottling plant in Olancha); General Plan Goal ED-4 and Policy ED-4.2, which seek to expand existing industry/manufacturing, is met by the project's

ability to build on the skills of an existing employment base; General Plan Policy WR-3.2 of the General Plan, which requires projects to maintain sustainable groundwater withdrawal levels, is met by the project's hydrogeological studies, which indicate that the project's three production wells would be adequate to serve the project without significantly impacting the groundwater table, production potential, or water quality of the groundwater aquifer supporting the project site and surrounding community.

3.) Based on substantial evidence in the record, the proposed General Plan Amendment, Zone Reclassification, and Reversion to Acreage are consistent with Title 18 (Inyo County Zoning Ordinance).

Evidence: The project proposes a zone reclassification of the project site to M-2, in which a water bottling plant is allowed as a conditional use.

4.) The proposed General Plan Amendment, Zone Reclassification, and Reversion to Acreage are properly related to other uses and transportation and service facilities in the vicinity.

Evidence: The proposed water bottling facility provides the needed turn lanes and acceleration/deceleration lanes to safety and effectively accommodates and convey project traffic. The bottling plant project is well suited as a use for the project site, due to the hydrologic resources and proximity to the existing CGR water bottling facility .75 miles to the south.

5.) The proposed changes of General Plan Amendment, Zone Reclassification, and Reversion to Acreage will not, under all the circumstances of this case, adversely affect the health or safety of persons living or working in the vicinity, or be materially detrimental to the public welfare.

Evidence: Potentially significant impacts of the proposed project have been identified in the areas of air quality, transportation, noise, and cultural, historic, and biological resources. Mitigation has been developed for all identified potentially significant impacts, including the requirement to establish a Riparian & Wetland Monitoring and Adaptive Management Program, with the result that such impacts have been mitigated to less than significant levels. Additionally, mitigation has been developed for hydrologic resources, which includes a requirement to establish a Groundwater Mitigation, Monitoring & Reporting Plan.

6.) The proposed General Plan Amendment, Zone Reclassification, and Reversion to Acreage are necessary or desirable.

Evidence: The proposed use of the project site for a water bottling facility is desirable under Goal LU-4 of the Inyo County General Plan, which states it is a goal of the County to "provide appropriate types of industrial land uses that adequately serve the existing and/or future needs of the community and surrounding environs, and to promote and attract firms of non-polluting light industry."

7.) Designate the Inyo County Planning Department in Independence, California, as the custodian of the documents and other materials which constitute the record of the proceedings upon which this decision is based.

8.) The site is physically suited for the proposed type, use, and density of the bottling plant development.

Evidence: The hydrogeology of the project site (i.e., the existence of natural springs along the Spring Line Fault) make it excellent for a water bottling plant project and, combined with the near-adjacency of the site to existing CGR facilities .75 to the south, makes for efficiency in terms of logistics and economics.

9.) The design or proposed improvements for the bottling plant project are not likely to cause substantial environmental damage, or substantially and avoidably result in injury to fish, wildlife, or their habitat, or cause serious public health problems.

Evidence: Potentially significant impacts of the proposed project have been identified in the areas of air quality, transportation, noise, and cultural, historic, and biological resources. Mitigation has been developed for all identified potentially significant impacts, including the requirement to establish a Riparian & Wetland Monitoring and Adaptive Management Program, with the result that such impacts have been mitigated to less than significant levels. Additionally, mitigation has likewise been developed for hydrologic resources, which includes a requirement to establish a Groundwater Mitigation, Monitoring and Reporting Plan.

10.) There is sufficient water supply available for the bottling plant project.

Evidence: Hydrogeologic studies prepared for the project indicate that no significant impacts will result from the proposed pumping of 360 AF/year, and that there is adequate water available to support the proposed projects. Additionally, mitigation has been developed for hydrologic resources, which includes a requirement to establish a Groundwater Mitigation, Monitoring and Reporting Plan.

11.) The design of the bottling plant improvements will not conflict with easements acquired by the public at large for access through or use of property.

Evidence: A Reversion to Acreage process is proposed which will extinguish Cabin Bar Ranch Road and a number of utility easements on the project site. There are no public access easements on the property.

12.) Dedications of offers of dedication to be vacated or abandoned by the reversion to acreage are unnecessary for present or prospective public purposes.

Evidence: Cabin Bar Ranch Road is a private road and not used by the public for public purposes or access through the site.

13.) All owners of an interest in the real property within the subdivision have consented to reversion.

Evidence: All property is owned by Crystal Geyser Roxane, who has consented to the Reversion to Acreage.

NOW, THEREFORE, BE IT HEREBY RESOLVED that, based on that all of the information in the public record and on recommendation of the Planning Commission, this Board makes the findings in Attachment A concerning the significant effects of this project as required by Title 14, California Code of Regulations, Section 15091.

BE IT FURTHER RESOLVED that, based upon the Initial Study, Environmental Checklist and Environmental Impact Report for General Plan Amendment No. 2010-01/Crystal Geyser Roxane, Zone Reclassification No. 2010-02/Crystal Geyser Roxane, and Reversion to Acreage No. 2012-01/Crystal Geyser Roxane, and all oral and written comments received, this Board certifies the Environmental Impact Report and certifies that the requirements of CEQA have been satisfied and adopts the mitigation monitoring and reporting program (Attachment B) with respect to the project.

BE IT FURTHER RESOLVED that 1) dedication or offers of dedication to be vacated or abandoned by the reversion to acreage are unnecessary for present or prospective public purposes, and 2) all the owners of an interest in the real property within the subdivision have consented to reversion.

BE IT FURTHER RESOLVED that, based on that all of the information in the public record and on recommendation of the Planning Commission, this Board hereby approves General Plan Amendment No. 2010-01/Crystal Geyser Roxane and Reversion to Acreage No. 2012-01/Crystal Geyser Roxane. This General Plan Amendment shall be effective thirty days after adoption of this Resolution.

BE IT FURTHER RESOLVED that the following conditions of approval shall be required of the project:

1.) Hold Harmless: The applicant shall defend, indemnify, and hold harmless the County of Inyo (County), and its agents, officers and employees from any claim, action, or proceeding against the County, its agents, officers or employees to attack, set aside, void or annul the County's approval of the EIR, General Plan Amendment, Zone Reclassification, Conditional Use Permit, and Reversion to Acreage. The County reserves the right to prepare its own defense.

2.) Compliance with County Code: The applicant shall comply with all applicable provisions of the Inyo County Code.

3.) Agency Approvals: The applicant shall receive needed approvals from Inyo County Departments and agencies, as detailed in Chapter 2 of the DEIR, "Necessary Approvals," and as amended in Chapter 3 of the FEIR.

4.) Compliance with Mitigation Measures: The applicant shall implement and comply with all mitigation described in the Mitigation, Monitoring & Reporting Program (MMRP)

developed for the project and contained within the FEIR and attached to this resolution as Attachment B. The following shall be added to the MMRP: monitoring of off-site wells will occur upon the request of the well owner and after a review and recommendation from the Inyo County Water Department. Applicant shall reimburse County for any and all costs, including the costs for any outside consultants, incurred by the County in connection with the implementation of the MMRP required as a condition of approval.

5.) Reversion to Acreage: The reversion shall be effective upon the final map being filed for record by the County Recorder, in accordance with Government Code Section 66499.18. Adequate access to the reversionary parcels shall be provided as determined by the Inyo County Department of Public Works.

6.) Lot Line Adjustment (LLA): The applicant shall use a Lot Line Adjustment or similar process to create the 34.94-acre project site described in the FEIR from the overall 420-acre Cabin Bar Ranch property.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda Arcularius, Chair
Inyo County Board of Supervisors

ATTEST:
KEVIN CARUNCHIO
Clerk of the Board

By:_____
Pat Gunsolley, Assistant

Attachment A – CEQA Findings
Attachment B - Mitigation Monitoring and Reporting Program
Attachment C – Reversionary Map

ATTACHMENT "A"

FINDINGS REQUIRED BY CEQA GUIDELINE 15091, REGARDING IMPACTS ANALYZED IN THE EIR AND DETERMINED TO BE MITIGATED TO A LESS THAN SIGNIFICANT LEVEL

CEQA Guideline 15091 states that no public agency shall approve or carry out a project for which an environmental impact report identifies one or more significant effects, unless the public agency makes one or more of the following findings for each such significant impact:

- Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

- Such changes or alterations are within the responsibility and jurisdiction of another public agency and such changes have been adopted by such agency or can and should be adopted by such other agency.

- Specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the environmental impact report.

As a result of these CEQA Guidelines, recommended specified findings for each significant impact of the project are set forth below. Such findings serve to verify that each identified significant impact will be mitigated to a less than significant level, based on implementation of the mitigation measures recommended in the EIR. (See Table ES-1 at page ES-5 of the DEIR for a summary of project impacts and mitigation measures; See Chapter 3 of the FEIR for any corrections/additions of DEIR information).

1.) **Generation of increased particulate matter (i.e., fugitive dust): Impact B.1, as identified in the EIR.**

Facts: The proposed project will result in PM10 emissions from construction equipment and grading activities.

Mitigation Measures AQ-1, AQ-2, AQ-3, AQ-4, AQ-5, AQ-6:

Mitigation Measure AQ-1: All active portions of the construction site shall be watered to prevent excessive amounts of dust.

Mitigation Measure AQ-2: On-site vehicles' speed shall be limited to 15 miles per hour (mph).

Mitigation Measure AQ-3: All on-site roads shall be paved as soon as feasible or watered periodically or chemically stabilized.

Mitigation Measure AQ-4: All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust; watering, with complete coverage, shall occur at least twice daily, preferably in the late morning and after work is done for the day.

Mitigation Measure AQ-5: If dust is visibly generated that travels beyond the site boundaries, clearing, grading, earth moving or excavation activities that are generating dust shall cease during periods of high winds (i.e., greater than 25 mph averaged over one hour) or during Stage 1 or Stage 2 smog episodes.

Mitigation Measure AQ-6: All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

2.) Potential of special status wildlife species to occur on the project site: Impact C, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: Due to the presence of potentially suitable habitat, the following species have the potential to occur on the project site and be impacted by the construction and operation of the bottling plant: Swainson's hawk, yellow breasted chat, yellow warbler, least bittern, least Bell's vireo, southwestern willow flycatcher, western yellow-billed cuckoo, spotted bat, pallid bat, Owen's valley vole.

Mitigation Measure BIO-1b:

Yellow breasted chat

The presence of the SSC yellow breasted chat is assumed and impacts are determined to be significant, and therefore impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant:

- On- or off-site creation and/or restoration of 2.88 acres of riparian woodland.
- Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.
- Off-site purchase and set aside and enhancement of land with suitable yellow breasted chat habitat.

In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation.

Yellow warbler

Should focused surveys determine the presence of the SSC yellow warbler and impacts are determined to be significant, impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant:

- On- or off-site creation and/or restoration of 2.88 acres of riparian woodland.

- Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.

- Off-site purchase and set aside and enhancement of land with suitable yellow breasted chat habitat.

In addition, mitigation areas shall be placed under a conservation easement, deed restriction, or comparable legal instrument which restricts land uses and provides for its long-term preservation.

Swainson's hawk

The CDFG considers a nest site to be active if it was used at least once during the past 5 years. Impacts to suitable habitat or individual birds within a five-mile radius of an active nest will be considered significant and to have the potential to "take" Swainson's hawks as that term is defined in Fish and Game Code Section 86. Should focused surveys determine the presence of the State Threatened Swainson's hawk and impacts are determined to be significant, impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation in consultation with the CDFG shall include the following measure which would reduce impacts to less than significant:

- Prepare a Swainson's hawk Monitoring and Mitigation Plan. Plans shall be prepared by a qualified biologist approved by the CDFG and the appropriate lead agency and include detailed measures to avoid and minimize impacts to Swainson's hawks in and near the construction areas. For example:

- If a nest site is found, design the project to allow sufficient foraging and fledging area to maintain the nest site.

- During the nesting season, ensure no new disturbances, habitat conversions, or other project-related activities that may cause nest abandonment or forced fledging occur within 1/2 mile of an active nest during the nesting season, which typically occurs between February 15 and October 15. Buffer zones shall be adjusted in consultation with the CDFG and the lead agency.

- Do not remove Swainson's hawk nest trees unless avoidance measures are determined to be infeasible. Removal of such trees shall occur only during the nesting season, which typically occurs during the timeframe of October 15 through February 14.

- A worker education component shall be included in the Plan and shall apply to both construction crews and employees at the bottling plant. This component shall include, but may not be limited to, restrictions on parking, vehicular access, and pedestrian access to portions of the project site and surrounding area during the nesting season.

The Monitoring and Mitigation Plan shall also include measures for injured Swainson's hawks as well as focus on providing habitat management lands.

In addition, the Applicant shall coordinate with the CDFG to determine the need for an Incidental Take Permit in compliance with the State ESA.

Least Bell's vireo

The presence of the Federal and State Endangered least Bell's vireo is assumed and impacts are therefore determined to be significant. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant:

- On- or off-site creation and/or restoration of 2.88 acres of riparian woodland.
- Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.
- Off-site purchase and set aside and enhancement of land with suitable least Bell's vireo habitat.

In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. This mitigation can be satisfied with other riparian-warranted mitigation. Furthermore, the Applicant shall coordinate with the USFWS and CDFG to determine the need for a Section 7 consultation in compliance with the Federal ESA and obtaining an Incidental Take Permit in compliance with the State ESA, respectively.

Southwestern willow flycatcher

The presence of this species is assumed on the project site. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant:

- On- or off-site creation and/or restoration of 2.88 acres of riparian woodland.
- Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.
- Off-site purchase and set aside and enhancement of land with suitable southwestern willow flycatcher habitat.

In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation.

Western yellow-billed cuckoo

The presence of this species is assumed on the project site. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant:

- On- or off-site creation and/or restoration of 2.88 acres of riparian woodland.

- Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.
- Off-site purchase and set aside and enhancement of land with suitable western yellow-billed cuckoo habitat.

In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation.

Pallid and Spotted Bats

The presence of these species is assumed on the project site, Mitigation shall include the following:

- Pre-construction surveys for roosting bats must be performed 30 days prior to construction by a qualified biologist to be retained by the applicant.
- If roosts are found, a Memorandum of Understanding (MOU) with the CDFG shall be obtained by the contractor in order to remove bat species, or the construction schedule shall be modified to initiate construction after August 1, when young are assumed to have fledged.
- Alternative habitat shall be provided if bats are to be excluded from maternity roosts. If this is the case, a species-specific roost with comparable spatial and thermal characteristics shall be constructed and provided.
- CDFG and species-specific bat experts shall be consulted regarding specific designs if roost removal becomes necessary.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

3.) Impacts to sensitive plant community (red willow thicket): Impact C, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: A sensitive plant community consisting of 2.88 acres of red willow thicket will be removed to facilitate construction of the bottling plant.

Mitigation Measure BIO-2:

Mitigation Measure BIO-2: Prior to the issuance of any grading permit in the areas designated as red willow thicket, a mitigation and monitoring plan shall be prepared. The plan shall focus on the creation of equivalent habitats within disturbed habitat areas of the study area and/or off-site areas beyond the study area with suitable soils and hydrology. In addition, the plan shall provide details as to the implementation of the plan,

maintenance, monitoring, success criteria, and long-term management. Mitigation for impacts to this sensitive plant community shall be offset by on- or off-site replacement, restoration, or enhancement of each respective sensitive plant community at a mitigation-to-impact ratio of no less than 1:1 in one or more of the following ways, which would reduce impacts to below a level of significance. The Applicant shall work with a biologist or restoration specialist experienced with planning and implementing mitigation for plant communities in California.

- Prior to disturbance activities, on- or off-site transplantation and/or seed and topsoil collection and seeding of individual plant species to a site where suitable habitat conditions exist shall be implemented.
- Seeding of sensitive plant community species.
- Planting of container plants of sensitive plant community species.
- Salvage of duff and seed bank prior to disturbance activities, and subsequent dispersal.

A 1:1 mitigation ratio for impacts to sensitive plant communities is considered to be adequate due to the disturbed condition of such communities on-site today (for example, the on-site red willow thicket contains invasive plant species as well as ornamental trees and shrubs).

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

4.) Impacts to "Waters of the U.S.," "Waters of the State," and wetlands: Impact C, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: Construction of the project would permanently remove wetland and non-wetland resources in the following amounts: non-wetland ACOE/RWQCB "waters of the U.S." (0.04 acres), CDFG jurisdictional non-wetland resources (0.16 acres). In addition, there is a potential for indirect impacts to jurisdictional wetlands (from lowering of the water table as a result of project pumping (6.03 acres of ACOE/RWQCB jurisdictional "waters of the U.S.," 6.16 acres of CDFG jurisdictional streambed and associated riparian habitat [which includes 5.97 acres of wetlands]).

Mitigation Measures BIO-3 & BIO-4:

Mitigation Measure BIO-3: Prior to the issuance of any grading permit for impacts jurisdictional features, the project applicant shall obtain a CWA Section 404 Permit from the ACOE, a CWA Section 401 Water Quality Certification from the RWQCB, and California FGC Section 1602 Streambed Alteration Agreement from the CDFG. Mitigation for impacts to ACOE, RWQCB, and CDFG jurisdictional features shall include one or more of the following measures, which would reduce impacts to below a level of significance:

- On- and/or off-site replacement of ACOE/RWQCB jurisdictional "waters of the U.S."/"waters of the State" and wetlands at a ratio no less than 1:1 mitigation to impact ratio, or as required by the agencies. Off-site replacement may include the purchase of mitigation credits at an agency-approved mitigation bank or payment into an in-lieu fee agreement.

- On- and/or off-site replacement of CDFG jurisdictional streambed and associated riparian habitat at a ratio no less than 1:1 replacement to impact ratio, or as required by CDFG. Off-site replacement may include the purchase of mitigation credits at a CDFDG-approved mitigation bank or payment into an in-lieu fee agreement.

Mitigation Measure BIO-4: Riparian and Wetland Monitoring and Adaptive Management Program

- Riparian and wetland vegetation associated with jurisdictional features regulated by the USACE, RWQCB, and/or CDFG, exist within and adjacent to the proposed project. As suggested by the *Hydrogeologic Evaluation* provided in **Appendix F** of the Draft EIR , this riparian and wetland vegetation is supported by the groundwater table which receives hydrologic inputs from rain and snowmelt runoff, and likely affects the shallow aquifer that contributes to surface flow from natural seeps and springs associated with geologic fracturing and fault scarps such as the Spring Line fault. Mitigation measure HYDRO-2 in **Section 4.G**, *Hydrogeology & Surface Hydrology*, requires a comprehensive Groundwater Monitoring, Mitigation, and Reporting Program to be developed that will evaluate the impacts of project-related groundwater pumping on static groundwater levels in the project area. However, it is not known to what degree on-site riparian and wetland vegetation are dependent on spring flows and shallow aquifer levels. Therefore, the potential for impacts associated with the proposed project increase in extracting groundwater cannot be accurately determined based on available information. Due to this uncertainty, a Riparian and Wetland Monitoring and Adaptive Management Program (RWMAMP) for vegetation associated with jurisdictional areas, is proposed as mitigation.

- The RWMAMP is designed with a performance standard to respond to any significant loss of riparian and wetland vegetation and habitats within jurisdictional areas, due to the increased pumping and production. The County, as lead agency for the proposed project, will be the entity responsible for ensuring the RWMAMP is implemented and annual reports are prepared. In addition, the need for responsive measures and how they will be carried out will be documented. As trustee agencies, the state and federal resource agencies, as appropriate, will be provided copies of the annual reports and related documentation concerning responsive measures for their review and comment.

- Monitoring Stations and Monitoring Regime. To best elucidate the relationship between the increased pumping and the maintenance, health, and vigor of riparian and wetland vegetation, as well as the role of rain, snowmelt runoff, and/or inputs from several natural seeps and springs along its length, and natural accretion in supporting riparian and wetland vegetation in the area, three monitoring stations will be established: 1) just upstream from the point where Cartago Creek's bed and bank characteristics are lost due to sheet flow; and 2) at two locations where existing natural springs exist that can be

monitored along one or more of the five transects established at each monitoring station near the proposed plant facility, 3) at a location removed from the proposed plant facility. The measurement of baseline, or starting conditions, following the methods outlined above, will be conducted prior to the commencement of project operation. Monitoring at these stations, following the methods outlined above, will take place in mid- to late August during each year of monitoring; monitoring will take place for six years following the buildout of each of the two proposed project phases, for a total duration of 12 years of monitoring. Monitoring will be conducted annually for the first three (3) years following buildout of each project phase in order to discern the potential loss of riparian wetland vegetation in the area, and implement responsive measures if necessary, as set forth below. Following year three (3) of monitoring following buildout of each project phase, if no loss of riparian and wetland communities is detected due to the increased pumping, monitoring will take place at year six (6) following the buildout of each project phase following the onset of increased pumping. If, at the end of the entire 12~~6~~-year monitoring program, no significant loss of riparian and wetland communities is detected, the monitoring program will be terminated.

- Adaptive Management Measures. The adaptive management strategy for identified degradation and/or loss of riparian and wetland communities within jurisdictional areas shall include creation, restoration and/or enhancement of riparian and/or wetland habitat. The adaptive management shall be accomplished in one or more of the following ways, as determined by the Inyo County Water Department in consultation with the applicant: a) a short-term and/or long-term reduction in pumping of the project's water supply wells; ~~a~~b) creation, restoration and/or enhancement of habitat on property owned by Crystal Geyser; ~~b~~c) creation, restoration and/or enhancement outside the property, but within lower Owens River Basin; and ~~c~~d) payment of in lieu fees to an existing riparian or wetland mitigation/conservation bank and/or existing management and/or enhancement program in the Eastern Sierra region. The selection of a site or program to which adaptive management measures will be applied will set a priority for locations where the highest benefit to habitat can be realized. The payment of in lieu fees, if such a program exists, will fulfill these requirements, in part or in full. For adaptive management entailing habitat creation, restoration and/or enhancement, a Habitat Management and Monitoring Plan shall be prepared for review and approval by the County and trustee agencies, as appropriate. The plan will stipulate success criteria for the habitat being created, restored and/or enhanced and will be monitored by a qualified restoration ecologist for five years or until such time as the success criteria are met, but no sooner than one year following cessation of all inputs (e.g., soil amendments, irrigation, etc.) to the creation, restoration and/or enhancement project. The success criteria will address requirements for no significant net loss of riparian and/or wetland habitat regulated by the USACE, RWQCB, and/or CDFG and will focus on habitat replacement to the extent practicable and satisfactory to the participating trustee resource agencies,

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

5.) Potential impacts to nesting birds: Impact C, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: The project site contains potential nesting areas for raptors and songbirds, and the construction of the bottling plant has the potential to impact nesting activities.

Mitigation Measure BIO-5:

The Applicant shall be responsible for implementing mitigation to reduce potential impacts to migratory raptor and songbird species to below a level of significance by the following: (1) Vegetation removal activities shall be scheduled outside the nesting season for raptor and songbird species (typically September 1 to February 14) to avoid potential impacts to nesting species (this will ensure that no active nests will be disturbed and that habitat removal could proceed rapidly); and/or (2) Any construction activities that occur during the raptor and songbird nesting season (typically February 15 to October 14) shall require that all potentially impacted_suitable habitat be thoroughly surveyed for the presence of nesting raptor and songbird species by a qualified biologist before commencement of clearing. If any active nests are detected, a buffer of at least 300 feet (500 feet for raptors) shall be delineated, flagged, and avoided until the nesting cycle is complete as determined by the qualified biologist to minimize impacts

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

6.) Potential disturbance of unknown buried archaeological resources: Impact D, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: The project site and surrounding area have been found to contain archaeological resources, and thus construction activities of the bottling plant have the potential to disturb additional such resources.

Mitigation Measure ARCH-1a, ARCH-1b, and ARCH-1c:

Mitigation Measure ARCH-1a: The Applicant shall retain a qualified archaeological monitor and Native American monitor who shall be present during construction excavations such as grading, trenching, grubbing, or any other construction excavation activity associated with the proposed project. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known archaeological resources, the materials being excavated (native versus fill soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the archaeological monitor and Native American monitor.

Mitigation Measure ARCH 1b: In the event that archaeological resources are unearthed during ground-disturbing activities, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated. Work shall be allowed to continue resources unearthed by project

construction activities shall be evaluated by the archaeologist. The Applicant shall coordinate with the archaeologist, the County, and the Native American representative to develop an appropriate treatment plan for the resources. Treatment may include implementation of archaeological data recovery excavations to remove the resource or preservation in place. The landowner, in consultation with the archaeologist, the County, and the Native American representative shall designate repositories in the event that archaeological material is recovered.

Mitigation Measure ARCH-1c: The archaeological monitor shall prepare a final report at the conclusion of archaeological monitoring. The report shall be submitted by the Applicant to the County, the Eastern Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, treatment of the resources, and evaluation of the resources with respect to the California Register of Historical Resources and the National Register of Historic Places.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report

7.) Potential disturbance of human remains: Impact D, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: Human remains have been found during past construction activities in the area, and several Native American cemeteries are known to exist in the immediate vicinity of the project site, as well as surrounding region.

Mitigation Measure ARCH-2a:

Mitigation Measure ARCH-2a: If human remains are encountered unexpectedly during implementation of the proposed project, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure,

with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment.

Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in Subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report

8.) Potential Disturbance of unknown buried paleontological resources: Impact D, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: Paleontological resources have previously been identified in the region in soil/sediment that likewise exists on the project site.

Mitigation Measure ARCH-3a, ARCH-3b, ARCH-3c:

Mitigation Measure ARCH-3a: If construction excavations will reach depths of five feet or greater, a qualified paleontologist shall attend a pre-grading/excavation meeting and develop a paleontological monitoring program for excavations into older Quaternary Alluvium deposits. A qualified paleontologist is defined as a paleontologist meeting the criteria established by the Society for Vertebrate Paleontology. The qualified paleontologist shall supervise a paleontological monitor who shall be present at such times as required by the paleontologist during construction excavations below five feet or greater into older Quaternary Alluvium deposits. Monitoring shall consist of visually inspecting fresh exposures of rock for larger fossil remains and, where appropriate, collecting wet or dry screened sediment samples of promising horizons for smaller fossil remains. The frequency of monitoring inspections shall be determined by the paleontologist and shall be based on the rate of excavation and grading activities, the materials being excavated, and the depth of excavation, and if found, the abundance and type of fossils encountered.

Mitigation Measure ARCH-3b: If a potential fossil is found, the paleontological monitor shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation and, if necessary, salvage. At the paleontologist's discretion and to reduce any construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing. Any fossils encountered and recovered shall be prepared to the point of identification and catalogued before they are donated to their final repository. Any fossils collected shall be donated to a public, non-profit institution with a research interest in the materials, such as the Eastern California Museum or the Natural History Museum of Los Angeles County. Accompanying notes, maps, and photographs shall also be filed at the repository.

Mitigation Measure ARCH-3c: The paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, as well as a description of the fossils collected and their significance. The report shall be submitted by the Applicant to the lead agency, the Eastern California Museum, the Natural History Museum of Los Angeles County, and other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report

9.) Impacts to historical resources (Residence 2) and potential disturbance of buried resources: Impact E, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: The project site has been identified as an example of a rural historic landscape that reflects the local development of Inyo County mining and agricultural industry from 1871 through the early 1880s, and particularly the activities surrounding the Cerro Gordo Freighting Company. Residence 2, which is to be demolished as part of the project, has some existing timbers from a circa 1871 cabin that was once on the site.

Mitigation Measures HIST-1, HIST-2, HIST-3, HIST-4, HIST-5:

Mitigation Measure HIST-1: As part of the project, Residence 2 will be demolished. Residence 2 contains squared timber construction which appears to remain from the ca. 1871 cabin and has a potential to yield important information about significant historic activities conducted on the project site associated with the period of significance, ca. 1871-1883. The squared timber construction of the extant visible wall and any other historic fabric associated with the period of significance that may exist inside other walls, roof and floor of Residence 2, have a potential to yield important information about the site. The project applicant shall retain a qualified architectural historian or historical archaeologist to conduct construction monitoring during demolition of Residence 2. Any important historic fabric or artifacts associated with the period of significance, ca. 1871-1883, shall be fully recorded in photographic images and written manuscript notes. Significant material retrieved from the site shall be salvaged, inventoried and properly archived in a suitable publically accessible historical collection for further analysis and interpretation. A qualified architectural historian, historical archaeologist or historic preservation professional who satisfies the Secretary of the Interior's Professional Qualification Standards for History, Archaeology, or Architectural History pursuant to 36 CFR 61, shall prepare the necessary written and illustrated documentation in a construction monitoring and data recovery report. This document shall record the history of Residence 2 during the period of significance as well document its present physical condition through site plans; historic maps and photographs; sketch maps; 35mm photography; and written data and text. All documentation components shall be completed in accordance with the Secretary of the Interior's Standards for Historical Documentation. The completed documentation shall be placed on file at the Eastern Information Center (CHRIS-EIC), University of California, Riverside, CA; the Eastern California Museum; and the County of Inyo Public Library.

Mitigation Measure HIST-2: The Applicant shall retain a qualified archaeological monitor for ground disturbing activities associated with the proposed project. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known archaeological resources, the materials being excavated (native versus fill soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the archaeological monitor.

Mitigation Measure HIST-3: In the event that historic period archaeological resources are unearthed during ground-disturbing activities, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated. Work shall be allowed to continue outside of the vicinity of the find. All archaeological resources unearthed by Project construction activities shall be evaluated by the archaeologist. The Applicant shall coordinate with the historic archaeologist and the County to develop an appropriate treatment plan for the resources. Treatment may include implementation of archaeological data recovery excavations to remove the resource or preservation in place. The landowner, in consultation with the historic archaeologist and the County, shall designate repositories in the event that archaeological material is recovered.

Mitigation Measure HIST-4: The archaeological monitor shall prepare a final report at the conclusion of archaeological monitoring. The report shall be submitted by the Applicant to the County, the Eastern Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, treatment of the resources, and evaluation of the resources with respect to the California Register of Historical Resources and the National Register of Historic Places.

Mitigation Measure HIST-5: If human remains are encountered unexpectedly during implementation of the proposed project, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure,

with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment.

Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in Subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report

10.) Impacts to groundwater supplies and recharge (operation): Impact G, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: Project water would come from three existing production wells located on the property, with a fourth well used for potable water for employees of the bottling plant. Groundwater modeling for the project indicates drawdown to groundwater levels, as well as flows to the springs located on the site, will be recharged annually, with no significant impacts. However, monitoring is recommended for the project, as proposed pumping from the three production wells represents 31 percent of the amount currently in storage in the shallow aquifer, and flows to the springs on the site could decrease as much as 17.6 percent (under average annual production pumping) to 39 percent (under high summer-month production pumping).

Mitigation Measures HYDRO-1, HYDRO-2 & HYDRO-3:

Mitigation Measure HYDRO-1: During the initial sequential activation of the first two production lines after Phase I building has been completed, all three wells shall be utilized so that the total groundwater demand is spread between the three wells, as opposed to pumping only one well at full capacity while leaving the other two wells idle. This will mitigate water level drawdown impacts in the vicinity of any one pumping well.

Mitigation Measure HYDRO-2: The applicant shall submit a Groundwater Monitoring, Mitigation, and Reporting Plan (prepared by a qualified hydrogeologist or other specialist approved in advance by the Inyo County Water Department) to the Inyo County Water Department for review and approval prior to the operation of the three water supply wells, as follows:

- The Plan shall be submitted to the Inyo County Water Department at least three months prior to the commencement of project operation to allow for adequate review time and any necessary revisions.
- The Plan shall provide a detailed methodology for monitoring background groundwater levels. The monitoring period shall include pre-operation and project

operation. The Plan shall establish pre-operation and project-related groundwater level trends that can be quantitatively compared against predicted trends near the project pumping wells and potentially impacted resources.

- The Plan shall include the applicant's existing model for predicting changes in the groundwater flow system resulting from the project. This model has the capability to assess changes in hydraulic head, flow rate, flow direction, and water budget. In addition, the Plan shall include model runs which predict effects of the planned groundwater pumping for the project on off-site wells.
- The Plan shall define triggers for on-site monitoring wells that correspond to potential impacts on off-site wells. The triggers shall be based on the results of monitoring and modeling. The applicant shall also use the model to provide an evaluation of the sustainability of the water supply for the life of the project, including the cumulative sustainability when considered with other pumping occurring or projected to occur in the groundwater basin.
- The Plan shall also include the following:

  1. Initiation: Provisions for initiation of evaluation of the water level data;

  2. Verification: A plan for verifying the predictive tools described above and for revising or recalibrating the tools as necessary; and

  3. Revisions: A plan for revising thresholds as dictated by new data concerning system response to project operation.

- Monitoring. Water level monitoring shall be conducted and reported at monthly intervals for the first two years of project operation following each phase of project buildout. Data shall be collected and analyzed by a qualified specialist to be retained by the applicant and approved by the Inyo County Water Department. Monitoring reports shall be prepared by the applicant's approved specialist and submitted to the Inyo County Water Department within 20 days of data collection. After the first two-year operational and monitoring period following each phase of project buildout, the applicant's approved specialist shall evaluate the data. If appropriate, the applicant's approved specialist shall recommend whether the monitoring program shall be revised or eliminated, based on observed groundwater level changes as compared with predicted modeling, and on the consistency of the data collected. The final determination of whether the monitoring program is to be revised or eliminated shall be made by the Inyo County Water Department.

  Off-Site Well Impacts. In the event that a well owner notifies the Inyo County Water Department that impacts to off-site wells have occurred or will occur due to the project, and impacts are confirmed through verifiable data as determined by the Inyo County Water Department, the applicant shall take one or more of the following steps in consultation with and as approved by the Inyo County Water

Department to maintain less than significant impacts: (1) a short-term or long-term reduction in pumping from one or more wells at the Cabin Bar Ranch or other wells within its control, (2) direct provision of water from Crystal Geyser to the impacted well owner(s), and/or (3) direct financial compensation from Crystal Geyser to the impacted owner(s) for the costs to modify well(s) and/or for increased electrical costs. Disputes as to the cause of well water drawdown or appropriate corrective measures shall be resolved by the County.

It is understood that the Inyo County Water Department will consider, but will not be limited to, the following as part of its confirmation of impacts and mitigation for off-site well impacts:

1. Mitigation for project effects on off-site wells shall depend upon the specific characteristics of each well, and the use of the well.

2. The applicant shall work with the Inyo County Water Department to evaluate wells that may be affected by groundwater drawdown as the project progresses.

3. The Inyo County Water Department shall consider in its evaluation the applicant's monitoring data, as required pursuant to this mitigation measure, and the groundwater model, as it may be amended.

Mitigation Measure HYDRO-3: The project applicant shall retain qualified groundwater professionals to evaluate water quality as set forth in this mitigation measure, since pumping is conducted continuously and groundwater conditions may change. Examples of such data review and interpretation may include, but not be limited to, the following:

- To establish a database where possible long-term trends and changes in water quality may be evaluated, groundwater samples shall be collected at least once every three years from the pumping wells and key groundwater monitoring wells for analysis of physical constituents (e.g., temperature, electrical conductivity, turbidity, pH; general minerals, trace metals; and the radiological constituents is recommended.

- Plot the production quantities from each well, along with rainfall and SWLs, in order to assess the impact of pumping on SWLs in all monitored sites.

- Plot temporal changes in key water quality constituents in groundwater samples from the wells. Typical key water quality constituents include total dissolved solids, electrical conductivity, and selected cations such as calcium, magnesium, sodium and boron, and cations, such as bicarbonate, sulfate and chlorides. Tracking changes in these constituents in those wells close to the Spring Line fault may provide

indication of any possible intrusion of brackish groundwater from the east side of the fault into the aquifer on the west side of the fault.

- In the event that verifiable data are presented to the Inyo County Water Department demonstrating impacts to water quality due to the applicant's pumping activities, the applicant shall undertake a short-term or long-term reduction in pumping from one or more wells at the Cabin Bar Ranch to maintain less than significant impacts, in consultation with and as approved by the Inyo County Water Department.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report

Project Alternatives

Facts: CEQA Guidelines (Section 15126.6) require that a discussion of project alternatives be part of any EIR. Any such identified alternatives must significantly meet project objectives, or they cannot be said to be true project alternatives. Further, CEQA Guidelines 15091(a)(3) and 15091(b) require an explanation and analysis of why project alternatives are infeasible. As a result, Chapter 5 of the DEIR discussed the following alternatives: "No Project" alternative, "Reduced Operations" alternative, and "Project Site Reconfiguration" alternative.

- "No Project" Alternative: Under this alternative no bottling plant project would be developed.
- Finding: Specific economic, legal, social, technological, or other considerations make infeasible the project alternative identified in the EIR. This alternative is deemed infeasible, as it would not meet project objectives and avoids project impacts only because no bottling plant project is developed.

- "Reduced Operations" Alternative: This alternative develops only 50% of the proposed capacity of the bottling plant project (i.e., only two of four bottling lines).
- Finding: Specific economic, legal, social, technological, or other considerations make infeasible the project alternative identified in the EIR. This alternative is deemed infeasible due to the fact that a reduction in 50% of project capacity puts the project at such a reduced scale as to change the economic incentives and viability of the project objectives. Project impacts would be reduced under this alternative and, due to that fact, it was identified in the DEIR as the environmentally superior alternative.

- "Project Site Reconfiguration" Alternative: This alternative moves the project site from the far northeast corner of the overall 420-acre Cabin Bar property to a location adjacent to U.S. Highway 395 and more central in the Cabin Bar property (i.e., south of Cartago Creek, near where the roadway of the proposed project intersects with U.S. Highway 395).

- Finding: Specific economic, legal, social, technological, or other considerations make infeasible the project alternative identified in the EIR. This alternative is deemed infeasible in that it would greatly increase visual and aesthetic impacts due to the close proximity of the project site to U.S. Highway 395. In addition, this alternative may similarly increase impacts to archaeological and biological resources, as this proposed new site location has not been surveyed for such resources and thus impacts are unknown.

4.0 MITIGATION MONITORING AND REPORTING PROGRAM

A. INTRODUCTION

Section 21081.6 of the Public Resources Code requires a Lead Agency to adopt a "reporting or monitoring program for changes to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment." In addition, Section 15097(a) of the California Environmental Quality Act (CEQA) Guidelines requires that:

> *[I]n order to ensure that the mitigation measures and project revisions identified in the EIR or negative declaration are implemented, the public agency shall adopt a program for monitoring or reporting on the revisions which it has required in the project and measures it has imposed to mitigate or avoid significant environmental effects. A public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity which accepts the delegation; however, until mitigation measures have been completed the lead agency remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.*

Inyo County (County) has been designated as the Lead Agency for the proposed project.

Where appropriate, the project's Draft and Final EIRs identified mitigation measures to avoid or to mitigate potential impacts identified to a level where no significant impact on the environment would occur. This Mitigation Monitoring and Reporting Program (MMRP) is designed to monitor implementation of the project's mitigation measures.

As shown on the following pages, each required mitigation measure for the proposed project is listed and categorized by impact area, with an identification accompanying of the applicable:

- **Enforcement Agency:** The agency with the power to enforce the Mitigation Measure.
- **Monitoring Agency:** The agency to which reports involving feasibility, compliance, implementation and development are made.
- **Monitoring Phase:** The phase of the Project during which the Mitigation Measure shall be monitored, and can be pre-construction, construction, prior to occupancy or post-occupancy.
- **Monitoring Frequency:** The frequency at which the Mitigation Measure shall be monitored.
- **Action Indicating Compliance:** The action of which the Enforcement or Monitoring Agency indicates that compliance with the required Mitigation Measure has been implemented.

The project's MMRP will be in place throughout all phases of the project. The project applicant will be responsible for implementing all mitigation measures unless otherwise noted. The applicant shall also be obligated to provide certification, as identified below, to the appropriate monitoring agency and the appropriate enforcement agency that compliance with the required mitigation measure has been implemented. The County's existing planning, engineering, review, and inspection processes will be used as the basic foundation for the MMRP procedures and will also serve to provide the documentation for the reporting program.

The substance and timing of each certification report that is submitted to the County shall be at the discretion of the County Planning Department. Generally, each report will be submitted to the County Planning Department in a timely manner following completion/implementation of the applicable mitigation measure and shall include sufficient information to reasonably determine whether the intent of the measure has been satisfied. The County Planning Department, in conjunction with the Project applicant, shall assure that project construction occurs in accordance with the MMRP. The Great Basin Unified Air Pollution Control District (GBUAPCD) shall be responsible for the implementation of corrective actions relative to violations of GBUAPCD rules associated with mitigation. Departments listed below are all departments of the County of Inyo, unless otherwise noted.

B. MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP is presented in below, in **Table 5-1**, *Mitigation Monitoring and Reporting Program*, and it lists each mitigation measure, phase of implementation, frequency and/or duration of required monitoring, method of reporting monitoring results to the County, and the responsible monitoring party.

Table 4-1

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
1. AIR QUALITY			
Mitigation Measure AQ-1: All active portions of the construction site shall be watered at least twice daily, or less if the site is dampened by natural processes (rain, etc.) sufficiently to suppress dust.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ -2: On-site vehicles' speed shall be limited to 15 miles per hour (mph).	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-3: All on-site roads shall be paved as soon as feasible or watered at least twice daily, or less if the site is dampened by natural processes (rain, etc.), or chemically stabilized.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-4: All material excavated or graded shall be sufficiently watered to suppress dust; watering, with complete coverage, shall occur at least twice daily, or less if the site is dampened by natural processes (rain, etc.), preferably in the late morning and after work is done for the day.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-5: If dust is visibly generated that travels beyond the site boundaries, clearing, grading, earth moving or excavation activities that are generating dust shall cease during periods of high winds (i.e., greater than 25 mph averaged over one hour) or during Stage 1 or Stage 2 smog episodes.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-6: All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.	During construction	During construction	Inyo County Building and Safety Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
2. BIOLOGICAL RESOURCES			
Mitigation Measure BIO-1: *Yellow breasted chat* The presence of the SSC yellow breasted chat is assumed and impacts are determined to be significant, and therefore impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable yellow breasted chat habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Yellow warbler* Should focused surveys determine the presence of the SSC yellow warbler is assumed and impacts are determined to be significant, and therefore impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.	Prior to construction / During construction	Prior to construction / During construction	Inyo County Planning Department California Department of Fish & Game

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
• Off-site purchase and set aside and enhancement of land with suitable yellow breasted chat habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Swainson's hawk* The CDFG considers a nest site to be active if it was used at least once during the past 5 years. Impacts to suitable habitat or individual birds within a five-mile radius of an active nest will be considered significant and to have the potential to "take" Swainson's hawks as that term is defined in Fish and Game Code Section 86. Should focused surveys determine the presence of the State Threatened Swainson's hawk and impacts are determined to be significant, impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation in consultation with the CDFG shall include the following measure which would reduce impacts to less than significant: • Prepare a Swainson's hawk Monitoring and Mitigation Plan. Plans shall be prepared by a qualified biologist approved by the CDFG and the appropriate lead agency and include detailed measures to avoid and minimize impacts to Swainson's hawks in and near the construction areas. For example: • If a nest site is found, design the project to allow sufficient foraging and fledging area to maintain the nest site. • During the nesting season, ensure no new disturbances, habitat conversions, or other project-related activities that may cause nest abandonment or forced fledging occur within 1/2 mile of an active nest during the nesting season, which typically occurs between February 15 and October 14. Buffer zones shall be adjusted in consultation with the CDFG and the lead agency. • Do not remove Swainson's hawk nest trees unless avoidance measures are determined to be infeasible. Removal of such trees shall occur only during the nesting season, which typically occurs during the timeframe of October 15 through February 14.			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
• A worker education component shall be included in the Plan and shall apply to both construction crews and employees at the bottling plant. This component shall include, but may not be limited to, restrictions on parking, vehicular access, and pedestrian access to portions of the project site and surrounding area during the nesting season. The Monitoring and Mitigation Plan shall also include measures for injured Swainson's hawks as well as focus on providing habitat management lands. In addition, the Applicant shall coordinate with the CDFG to determine the need for an Incidental Take Permit in compliance with the State ESA. *Least Bell's vireo* The presence of the Federal and State Endangered least Bell's vireo is assumed and impacts are therefore determined to be significant. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable least Bell's vireo habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. This mitigation can be satisfied with other riparian-warranted mitigation. Furthermore, the Applicant shall coordinate with the USFWS and CDFG to determine the need for a Section 7 consultation in compliance with the Federal ESA and obtaining an Incidental Take Permit in compliance with the State ESA, respectively.			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Southwestern willow flycatcher The presence of this species is assumed on the project site. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable southwestern willow flycatcher habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Western yellow-billed cuckoo* The presence of this species is assumed on the project site. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable western yellow-billed cuckoo habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Pallid and Spotted Bats* The presence of these species are assumed on the project site, Mitigation shall include the following: • Pre-construction surveys for roosting bats must be performed 30 days prior to			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
construction by a qualified biologist to be retained by the applicant. • If roosts are found, a Memorandum of Understanding (MOU) with the CDFG shall be obtained by the contractor in order to remove bat species, or the construction schedule shall be modified to initiate construction after August 1, when young are assumed to have fledged. • Alternative habitat shall be provided if bats are to be excluded from maternity roosts. If this is the case, a species-specific roost with comparable spatial and thermal characteristics shall be constructed and provided. • CDFG and species-specific bat experts shall be consulted regarding specific designs if roost removal becomes necessary.			
Mitigation Measure BIO-2: Prior to the issuance of any grading permit in the areas designated as red willow thicket, a mitigation and monitoring plan shall be prepared. The plan shall focus on the creation of equivalent habitats within disturbed habitat areas of the study area and/or off-site areas beyond the study area with suitable soils and hydrology. In addition, the plan shall provide details as to the implementation of the plan, maintenance, monitoring, success criteria, and long-term management. Mitigation for impacts to this sensitive plant community shall be offset by on- or off-site replacement, restoration, or enhancement of each respective sensitive plant community at a mitigation-to-impact ratio of no less than 1:1 in one or more of the following ways, which would reduce impacts to below a level of significance. The Applicant shall work with a biologist or restoration specialist experienced with planning and implementing mitigation for plant communities in California. • Prior to disturbance activities, on- or off-site transplantation and/or seed and topsoil collection and seeding of individual plant species to a site where suitable habitat conditions exist shall be implemented. • Seeding of sensitive plant community species. • Planting of container plants of sensitive plant community species. • Salvage of duff and seed bank prior to disturbance activities, and subsequent dispersal.	Prior to construction	Prior to construction	Inyo County Planning Department California Department of Fish & Game

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
A 1:1 mitigation ratio for impacts to sensitive plant communities is considered to be adequate due to the disturbed condition of such communities on-site today (for example, the on-site red willow thicket contains invasive plant species as well as ornamental trees and shrubs).			
Mitigation Measure BIO-3: Prior to the issuance of any grading permit for impacts jurisdictional features, the project applicant shall obtain a CWA Section 404 Permit from the ACOE, a CWA Section 401 Water Quality Certification from the RWQCB, and California FGC Section 1602 Streambed Alteration Agreement from the CDFG. Mitigation for impacts to ACOE, RWQCB, and CDFG jurisdictional features shall include one or more of the following measures, which would reduce impacts to below a level of significance: • On- and/or off-site replacement of ACOE/RWQCB jurisdictional "waters of the U.S."/"waters of the State" and wetlands at a ratio no less than 1:1 mitigation to impact ratio, or as required by the agencies. Off-site replacement may include the purchase of mitigation credits at an agency-approved mitigation bank or payment into an in-lieu fee agreement. • On- and/or off-site replacement of CDFG jurisdictional streambed and associated riparian habitat at a ratio no less than 1:1 replacement to impact ratio, or as required by CDFG. Off-site replacement may include the purchase of mitigation credits at a CDFDG-approved mitigation bank or payment into an in-lieu fee agreement.	Prior to construction	Prior to construction	US Army Corps of Engineers Lahontan Regional Water Quality Control Board California Department of Fish and Game
Mitigation Measure BIO-4: Riparian and Wetland Monitoring and Adaptive Management Program • Riparian and wetland vegetation associated with jurisdictional features regulated by the USACE, RWQCB, and/or CDFG, exist within and adjacent to the proposed project. As suggested by the *Hydrogeologic Evaluation* provided in **Appendix F** of the Draft EIR , this riparian and wetland vegetation is supported by the groundwater table which receives hydrologic inputs from rain and snowmelt runoff, and likely affects the shallow aquifer that contributes to surface flow from natural seeps and springs associated with geologic fracturing and fault scarps such as the Spring Line fault. Mitigation measure HYDRO-3 in **Section 4.G**, *Hydrogeology & Surface Hydrology*, requires a comprehensive Groundwater Monitoring, Mitigation, and Reporting Program to be developed that will evaluate the impacts of project-related groundwater pumping on static groundwater levels in the	Prior to and during project operation	Prior to and during project operation	Inyo County Water Department US Army Corps of Engineers Lahontan Regional Water Quality Control Board California

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
project area. However, it is not known to what degree on-site riparian and wetland vegetation are dependent on spring flows and shallow aquifer levels. Therefore, the potential for impacts associated with the proposed project increase in extracting groundwater cannot be accurately determined based on available information. Due to this uncertainty, a Riparian and Wetland Monitoring and Adaptive Management Program (RWMAMP) for vegetation associated with jurisdictional areas, is proposed as mitigation. • The RWMAMP is designed with a performance standard to respond to any significant loss of riparian and wetland vegetation and habitats within jurisdictional areas, due to the increased pumping and production. The County, as lead agency for the proposed project, will be the entity responsible for ensuring the RWMAMP is implemented and annual reports are prepared. In addition, the need for responsive measures and how they will be carried out will be documented. As trustee agencies, the state and federal resource agencies, as appropriate, will be provided copies of the annual reports and related documentation concerning responsive measures for their review and comment. • **Approach**. The methodology for monitoring is a variation of methods presented in Monitoring the Vegetation Resources in Riparian Areas (Winward 2000). This General Technical Report prepared by the U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station, provides information on the use and application of three sampling methods to inventory and monitor the vegetation resources in jurisdictional areas. These methods are: 1) the vegetation cross-section method that evaluates the health of vegetation across a riparian corridor; 2) the greenline method that provides a measurement of the streambed associated vegetation and/or wetlands; and, 3) the woody species regeneration that measures the density and age class structure of shrub and tree species that may be in the sampling area. It should be noted that modifications made to the Winward methodology and incorporated into the RWMAMP are intended to reduce observer variability as discussed in Coles-Ritchie, et. al. (2004). • **Assessment of Vegetation Health**. The vegetation cross-section method will consist of at least five permanently marked line-point transects aligned perpendicular to USACE, RWQCB, and CDFG jurisdiction associated with Cartago Creek and the edge of the wetland area at three (3) established monitoring stations. The transects will be placed in such a way to best represent the riparian and/or wetland communities being monitored and, to			Department of Fish and Game

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
the extent practicable, will be long enough to span the observed riparian corridor and delineated wetland edge. Species composition and cover will be obtained by collecting data on species present every 0.5 meter (approximately 20 inches). Cover data will be determined by dividing the number of points where vegetation cover is observed by the total number of points on the transect. Composition data will be determined by dividing the number of points where a particular plant species is observed by the total number of points where vegetation cover is observed on the transect. Photographs will also be taken in the direction of the transect from the start and end points). • **Measurement of Riparian and Wetland Vegetation.** The greenline method will be used to provide an indication of the immediate riparian and wetland edge vegetation composition associated with jurisdictional areas. The greenline itself will be identified by the edge of riparian and wetland vegetation. As such, the greenline method is designed to account for a continuous line of vegetation along the wetland edge and on each side of Cartago Creek (excepting road and trail crossings) even when this line of vegetation occurs several feet above or away from the stream's edge (usually the ordinary high water mark). The greenline transect will begin at the crossing of the most "uphill" cross-section transect, on the right side (looking downstream) of Cartago Creek and the most "uphill" cross-section transect across the wetland edge. Using the step transect method, the monitor will proceed downstream a minimum of 100 meters (approximately 328 feet and considered to be the minimum distance needed to encompass the potential variation within a riparian complex), cross Cartago Creek, and walk upstream on the opposite side of the creek until opposite the starting point. In the case of the wetland edge, the transect will follow the edge in one direction only. Data on riparian and wetland plant species (obligate and facultative hydrophytes) canopy and understory will be collected every four (4) steps (approximately 8 feet). Percent cover and species composition will be calculated as described above for the cross-section method.). • **Measurement of Woody Riparian Species Regeneration.** Woody species regeneration will be measured by using the same transects used for greenline measurements. At each data collection step for the greenline method, the observer will use a 1-meter stick to collect data on woody vegetation within a circle having a radius of one (1) meter from the toe-point of the step. All woody plants rooted within the circle will be tallied based on age-class categories (sprout, young, mature, decadent and dead, as defined by Winward			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
(2000). Data will be analyzed for age class distribution and species composition as described above. • **Monitoring Stations and Monitoring Regime.** To best elucidate the relationship between the increased pumping and the maintenance, health, and vigor of riparian and wetland vegetation, as well as the role of rain, snowmelt runoff, and/or inputs from several natural seeps and springs along its length, and natural accretion in supporting riparian and wetland vegetation in the area, three monitoring stations will be established: 1) just upstream from the point where Cartago Creek's bed and bank characteristics are lost due to sheet flow; and 2) at two locations where existing natural springs exist that can be monitored along one or more of the five transects established at each monitoring station near the proposed plant facility, 3) at a location removed from the proposed plant facility. The measurement of baseline, or starting conditions, following the methods outlined above, will be conducted prior to the commencement of project operation. Monitoring at these stations, following the methods outlined above, will take place in mid- to late August during each year of monitoring; monitoring will take place for six years following the buildout of each of the two proposed project phases, for a total duration of 12 years of monitoring. Monitoring will be conducted annually for the first three (3) years following buildout of each project phase in order to discern the potential loss of riparian wetland vegetation in the area, and implement responsive measures if necessary, as set forth below. Following year three (3) of monitoring following buildout of each project phase, if no loss of riparian and wetland communities is detected due to the increased pumping, monitoring will take place at year six (6) following the buildout of each project phase following the onset of increased pumping. If, at the end of the entire 12-year monitoring program, no significant loss of riparian and wetland communities is detected, the monitoring program will be terminated. • **Assessment of Monitoring Data.** The effects of increased pumping, if any, will be assessed through examination of the various data collected during monitoring and the identification of trends regarding the stability of the riparian and wetland communities being monitored. First, the percent cover of obligate and facultative hydrophytes obtained through application of the vegetation cross-section method will be analyzed. Should the percent cover of these plant species exhibit a decreasing trend and/or decrease on a			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
cumulative basis by more than 20 percent of their baseline values at any time during the monitoring program, responsive measures will be implemented as presented below. Second, should the percent cover along the greenline exhibit a decreasing trend and/or decrease on a cumulative basis by more than 20 percent of their baseline values at any time during the monitoring program, responsive measures will be implemented as set out below. Third, should the woody recruitment data exhibit a decreasing trend in young (>3 years old) or mature riparian woody plants and/or decrease on a cumulative basis by more than 20 percent of their baseline values, again, adaptive management measures will be implemented as set out below. Assessment of all three data sets will be used to determine the need and type of adaptive management measures to be implemented. It should also be noted, however, that in its analysis, the monitoring program will assess any losses stipulated above against the amount of snow- melt runoff and rainfall in that year. That is, during dry years, the health and vigor of hydrophytic plants may decrease independent of the increased pumping. Conversely, hydrophytes may flourish during wet years. In both cases, consideration will be made for climatic conditions when examining community and population trends.			
• **Adaptive Management Measures**. The adaptive management strategy for identified degradation and/or loss of riparian and wetland communities within jurisdictional areas shall include creation, restoration and/or enhancement of riparian and/or wetland habitat. The adaptive management shall be accomplished in one or more of the following ways, as determined by the Inyo County Water Department in consultation with the applicant: a) a short-term and/or long-term reduction in pumping of the project's water supply wells; b) creation, restoration and/or enhancement of habitat on property owned by Crystal Geyser; c) creation, restoration and/or enhancement outside the property, but within lower Owens River Basin; and cd) payment of in lieu fees to an existing riparian or wetland mitigation/conservation bank and/or existing management and/or enhancement program in the Eastern Sierra region. The selection of a site or program to which adaptive management measures will be applied will set a priority for locations where the highest benefit to habitat can be realized. The payment of in lieu fees, if such a program exists, will fulfill these requirements, in part or in full. For adaptive management entailing habitat creation, restoration and/or enhancement, a Habitat Management and Monitoring Plan shall be prepared for review and approval by the County and trustee agencies, as			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
appropriate. The plan will stipulate success criteria for the habitat being created, restored and/or enhanced and will be monitored by a qualified restoration ecologist for five years or until such time as the success criteria are met, but no sooner than one year following cessation of all inputs (e.g., soil amendments, irrigation, etc.) to the creation, restoration and/or enhancement project. The success criteria will address requirements for no significant net loss of riparian and/or wetland habitat regulated by the USACE, RWQCB, and/or CDFG and will focus on habitat replacement to the extent practicable and satisfactory to the participating trustee resource agencies. • **Reporting Procedures.** Annual reports and data records will be submitted by the monitor to the County at the end of each year of monitoring. Following the submittal and depending on the need for adaptive management responses or remedial action, the County may elect to consult with trustee agencies.			
Mitigation Measure BIO-5: The Applicant shall be responsible for implementing mitigation to reduce potential impacts to migratory raptor and songbird species to below a level of significance by the following: (1) Vegetation removal activities shall be scheduled outside the nesting season for raptor and songbird species (typically September 1 to February 14) to avoid potential impacts to nesting species (this will ensure that no active nests will be disturbed and that habitat removal could proceed rapidly); and/or (2) Any construction activities that occur during the raptor and songbird nesting season (typically February 15 to October 14) shall require that all potentially impacted suitable habitat be thoroughly surveyed for the presence of nesting raptor and songbird species by a qualified biologist before commencement of clearing. If any active nests are detected, a buffer of at least 300 feet (500 feet for raptors) shall be delineated, flagged, and avoided until the nesting cycle is complete as determined by the qualified biologist to minimize impacts.	Prior to construction	Prior to construction	California Department of Fish and Game
3. ARCHAEOLOGICAL/PALEONTOLOGICAL RESOURCES			
Mitigation Measure ARCH-1a: The Applicant shall retain a qualified archaeological monitor and Native American monitor who shall be present during construction excavations such as grading, trenching, grubbing, or any other construction excavation activity associated with the proposed project. The frequency of monitoring shall be based on the rate of excavation and	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
grading activities, proximity to known archaeological resources, the materials being excavated (native versus fill soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the archaeological monitor and native American monitor.			
Mitigation Measure ARCH-1b: In the event that archaeological resources are unearthed during ground-disturbing activities, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated. Work shall be allowed to continue outside of the vicinity of the find. All archaeological resources unearthed by project construction activities shall be evaluated by the archaeologist. The Applicant shall coordinate with the archaeologist, the County, and the Native American representative to develop an appropriate treatment plan for the resources. Treatment may include implementation of archaeological data recovery excavations to remove the resource or preservation in place. The landowner, in consultation with the archaeologist, the County, and the Native American representative shall designate repositories in the event that archaeological material is recovered.	During construction	During construction	Inyo County Planning Department
Mitigation Measure ARCH-1c: The archaeological monitor shall prepare a final report at the conclusion of archaeological monitoring. The report shall be submitted by the Applicant to the County, the Eastern Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, treatment of the resources, and evaluation of the resources with respect to the California Register of Historical Resources and the National Register of Historic Places.	During construction	During construction	Inyo County Planning Department
Mitigation Measure ARCH-2a: If human remains are encountered unexpectedly during implementation of the proposed project, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment. Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in Subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.			
Mitigation Measure ARCH-3a: If construction excavations will reach depths of five feet or greater, a qualified paleontologist shall attend a pre-grading/excavation meeting and develop a paleontological monitoring program for excavations into older Quaternary Alluvium deposits. A qualified paleontologist is defined as a paleontologist meeting the criteria established by the Society for Vertebrate Paleontology. The qualified paleontologist shall supervise a paleontological monitor who shall be present at such times as required by the paleontologist during construction excavations below five feet or greater into older Quaternary Alluvium deposits. Monitoring shall consist of visually inspecting fresh exposures of rock for larger fossil remains and, where appropriate, collecting wet or dry screened sediment samples of promising horizons for smaller fossil remains. The frequency of	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
monitoring inspections shall be determined by the paleontologist and shall be based on the rate of excavation and grading activities, the materials being excavated, and the depth of excavation, and if found, the abundance and type of fossils encountered.			
Mitigation Measure ARCH-3b: If a potential fossil is found, the paleontological monitor shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation and, if necessary, salvage. At the paleontologist's discretion and to reduce any construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing. Any fossils encountered and recovered shall be prepared to the point of identification and catalogued before they are donated to their final repository. Any fossils collected shall be donated to a public, non-profit institution with a research interest in the materials, such as the Eastern California Museum or the Natural History Museum of Los Angeles County. Accompanying notes, maps, and photographs shall also be filed at the repository.	During construction	During construction	Inyo County Planning Department
Mitigation Measure ARCH-3c: The paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, as well as a description of the fossils collected and their significance. The report shall be submitted by the Applicant to the lead agency, the Eastern California Museum, the Natural History Museum of Los Angeles County, and other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.	During construction	During construction	
3. HISTORICAL RESOURCES			
Mitigation Measure HIST-1: As part of the project, Residence 2 will be demolished. Residence 2 contains squared timber construction which appears to remain from the ca. 1871 cabin and has a potential to yield important information about significant historic activities conducted on the project site associated with the period of significance, ca. 1871-1883. The squared timber construction of the extant visible wall and any other historic fabric associated with the period of significance that may exist inside other walls, roof and floor of Residence 2, have a potential to yield important information about the site. The project applicant shall retain a qualified architectural historian or historical archaeologist to conduct construction monitoring during demolition of Residence 2. Any important historic fabric or artifacts associated with the period of significance, ca. 1871-1883, shall be fully recorded in	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
photographic images and written manuscript notes. Significant material retrieved from the site shall be salvaged, inventoried and properly archived in a suitable publically accessible historical collection for further analysis and interpretation. A qualified architectural historian, historical archaeologist or historic preservation professional who satisfies the Secretary of the Interior's Professional Qualification Standards for History, Archaeology, or Architectural History pursuant to 36 CFR 61, shall prepare the necessary written and illustrated documentation in a construction monitoring and data recovery report. This document shall record the history of Residence 2 during the period of significance as well document its present physical condition through site plans; historic maps and photographs; sketch maps; 35mm photography; and written data and text. All documentation components shall be completed in accordance with the Secretary of the Interior's Standards for Historical Documentation. The completed documentation shall be placed on file at the Eastern Information Center (CHRIS-EIC), University of California, Riverside, CA; the Eastern California Museum; and the County of Inyo Public Library.			
Mitigation Measure HIST-2: The Applicant shall retain a qualified archaeological monitor for ground disturbing activities associated with the proposed project. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known archaeological resources, the materials being excavated (native versus fill soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the archaeological monitor.	During construction	During construction	Inyo County Planning Department
Mitigation Measure HIST-3: In the event that historic period archaeological resources are unearthed during ground-disturbing activities, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated. Work shall be allowed to continue outside of the vicinity of the find. All archaeological resources unearthed by Project construction activities shall be evaluated by the archaeologist. The Applicant shall coordinate with the historic archaeologist and the County to develop an appropriate treatment plan for the resources. Treatment may include implementation of archaeological data recovery excavations to remove the resource or preservation in place. The landowner, in consultation with the historic archaeologist and the County, shall designate repositories in the event that archaeological material is recovered.			Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Mitigation Measure HIST-4: The archaeological monitor shall prepare a final report at the conclusion of archaeological monitoring. The report shall be submitted by the Applicant to the County, the Eastern Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, treatment of the resources, and evaluation of the resources with respect to the California Register of Historical Resources and the National Register of Historic Places.	During construction	During construction	Inyo County Planning Department
Mitigation Measure HIST-5: If human remains are encountered unexpectedly during implementation of the proposed project, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment. Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in Subdivision (k) of	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.			
4. HYDROGEOLOGY & SURFACE HYDROLOGY			
Mitigation Measure HYDRO-1: During the initial sequential activation of the first two production lines after Phase I building has been completed, all three wells shall be utilized so that the total groundwater demand is spread between the three wells, as opposed to pumping only one well at full capacity while leaving the other two wells idle. This will mitigate water level drawdown impacts in the vicinity of any one pumping well.	During project operation	During project operation	Inyo County Planning Department Inyo County Water Department
Mitigation Measure HYDRO-2: The applicant shall submit a Groundwater Monitoring, Mitigation, and Reporting Plan (prepared by a qualified hydrogeologist or other specialist approved in advance by the Inyo County Water Department) to the Inyo County Water Department for review and approval prior to the operation of the three water supply wells, as follows: • The Plan shall be submitted to the Inyo County Water Department at least three months prior to the commencement of project operation to allow for adequate review time and any necessary revisions. • The Plan shall provide a detailed methodology for monitoring background groundwater levels. The monitoring period shall include pre-operation and project operation. The Plan shall establish pre-operation and project-related groundwater level trends that can be quantitatively compared against predicted trends near the project pumping wells and potentially impacted resources. • The Plan shall include the applicant's existing model for predicting changes in the groundwater flow system resulting from the project. This model has the capability to assess changes in hydraulic head, flow rate, flow direction, and water budget. In addition,	Prior to and during project operation	Prior to and during project operation	Inyo County Water Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
the Plan shall include model runs which predict effects of the planned groundwater pumping for the project on off-site wells. • The Plan shall define triggers for on-site monitoring wells that correspond to potential impacts on off-site wells. The triggers shall be based on the results of monitoring and modeling. The applicant shall also use the model to provide an evaluation of the sustainability of the water supply for the life of the project, including the cumulative sustainability when considered with other pumping occurring or projected to occur in the groundwater basin. • The Plan shall also include the following: 1. Initiation: Provisions for initiation of evaluation of the water level data; 2. Verification: A plan for verifying the predictive tools described above and for revising or recalibrating the tools as necessary; and 3. Revisions: A plan for revising thresholds as dictated by new data concerning system response to project operation. • Monitoring. Water level monitoring shall be conducted and reported at monthly intervals for the first two years of project operation following each phase of project buildout. Data shall be collected and analyzed by a qualified specialist to be retained by the applicant and approved by the Inyo County Water Department. Monitoring reports shall be prepared by the applicant's approved specialist and submitted to the Inyo County Water Department within 20 days of data collection. After the first two-year operational and monitoring period following each phase of project buildout, the applicant's approved specialist shall evaluate the data. If appropriate, the applicant's approved specialist shall recommend whether the monitoring program shall be revised or eliminated, based on observed groundwater level changes as compared with predicted modeling, and on the consistency of the data collected. The final determination of whether the monitoring program is to be revised or eliminated shall be made by the Inyo County Water Department. Off-Site Well Impacts. In the event that a well owner notifies the Inyo County Water Department that impacts to off-site wells have occurred or will occur due to the project, and impacts are confirmed through verifiable data as determined by the Inyo County Water			

Table 4-1 (Continued)

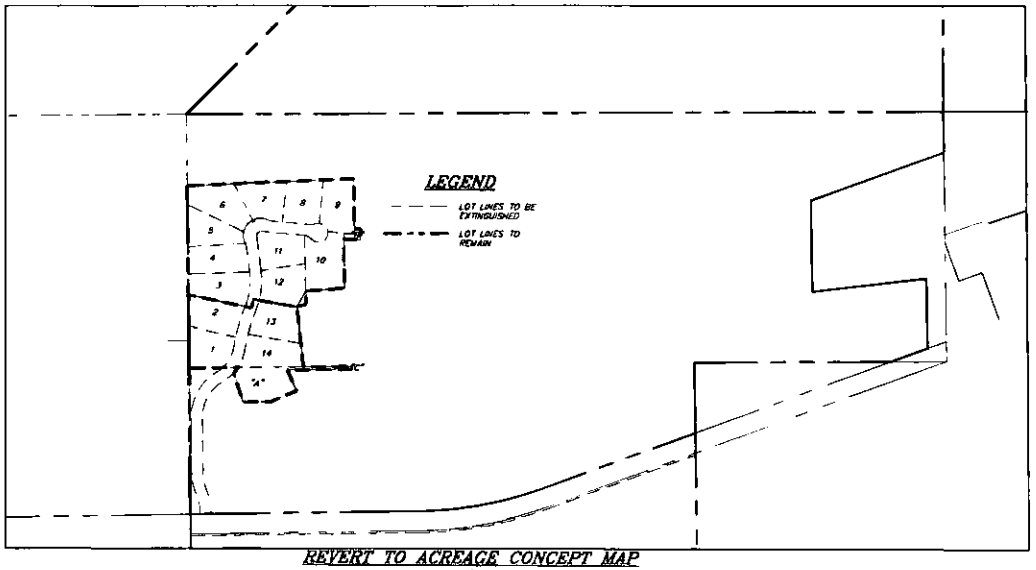
Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Department, the applicant shall take one or more of the following steps in consultation with and as approved by the Inyo County Water Department to maintain less than significant impacts: (1) a short-term or long-term reduction in pumping from one or more wells at the Cabin Bar Ranch or other wells within its control, (2) direct provision of water from Crystal Geyser to the impacted well owner(s), and/or (3) direct financial compensation from Crystal Geyser to the impacted owner(s) for the costs to modify well(s) and/or for increased electrical costs. Disputes as to the cause of well water drawdown or appropriate corrective measures shall be resolved by the County. It is understood that the Inyo County Water Department will consider, but will not be limited to, the following as part of its confirmation of impacts and mitigation for off-site well impacts: 1. Mitigation for project effects on off-site wells shall depend upon the specific characteristics of each well, and the use of the well. 2. The applicant shall work with the Inyo County Water Department to evaluate wells that may be affected by groundwater drawdown as the project progresses. 3. The Inyo County Water Department shall consider in its evaluation the applicant's monitoring data, as required pursuant to this mitigation measure, and the groundwater model, as it may be amended.			
Mitigation Measure HYDRO-3: The project applicant shall retain qualified groundwater professionals to evaluate water quality as set forth in this mitigation measure, since pumping is conducted continuously and groundwater conditions may change. Examples of such data review and interpretation may include, but not be limited to, the following: • To establish a database where possible long-term trends and changes in water quality may be evaluated, groundwater samples shall be collected at least once every three years from the pumping wells and key groundwater monitoring wells for analysis of physical constituents (e.g., temperature, electrical conductivity, turbidity, pH; general minerals, trace metals; and the radiological constituents is recommended.	During project operation	During project operation	Inyo County Water Department

Table 4-1 (Continued)

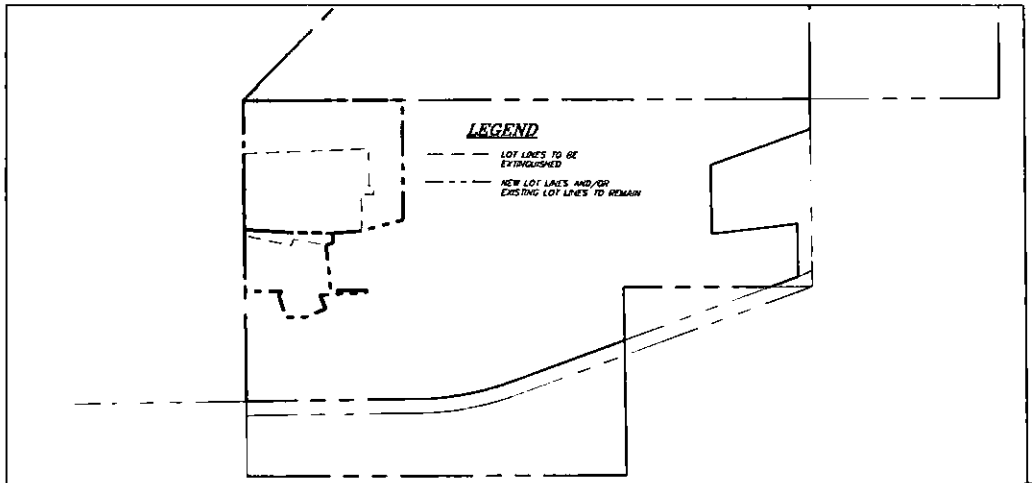
Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
• Plot the production quantities from each well, along with rainfall and SWLs, in order to assess the impact of pumping on SWLs in all monitored sites. • Plot temporal changes in key water quality constituents in groundwater samples from the wells. Typical key water quality constituents include total dissolved solids, electrical conductivity and selected cations, such as calcium, magnesium, sodium and boron, and cations, such as bicarbonate, sulfate and chlorides. Tracking changes in these constituents in those wells close to the Spring Line fault may provide indication of any possible intrusion of brackish groundwater from the east side of the fault into the aquifers on the west side of the fault. • In the event that verifiable data are presented to the Inyo County Water Department demonstrating impacts to water quality due to the applicant's pumping activities, the applicant shall undertake a short-term or long-term reduction in pumping from one or more wells at the Cabin Bar Ranch to maintain less than significant impacts, in consultation with and as approved by the Inyo County Water Department.			
5. NOISE			
Mitigation Measure NOISE-1: Noise-generating equipment operated at the project site shall be equipped with the most effective noise control devises, i.e., mufflers, lagging, and/or motor enclosures. All equipment shall be properly maintained to assure that no additional noise, due to worn or improperly maintained parts, would be generated.	During construction	During construction	Building and Safety Department
Mitigation Measure NOISE-2: A 15-foot-tall temporary noise barrier shall be provided along north boundary of the project site to block line-of-sight to the residential uses north of the project site.	During construction	During construction	Building and Safety Department
6. TRAFFIC			
Mitigation Measure TRANS-1: To ensure truck and motorist safety, the proposed internal access roadway shall be constructed at the onset of Phase I construction activities.	Onset of Phase I construction	Onset of Phase I construction	Inyo County Planning Department



REVERT TO ACREAGE CONCEPT MAP

SCALE: 1"=300'



FINAL PARCEL CONFIGURATION AFTER LOT LINE ADJUSTMENT

SCALE: 1"=300'

GRAPHIC SCALE

(IN FEET)
1 inch = 120 ft.

thood/holmes assoc
civil engineering
land surveying
MAMMOTH LAKES
BISHOP
NAPA
REDWOOD CITY
SAN LUIS OBISPO

REVISED & SIGNED BY

REVISED BY

CG ROXANE
PO BOX 4114 LOS GATOS DR.
WATER CA 95004

PROPOSED ZONING MAP
CGR CABIN BAR RANCH
WATER BOTTLING FACILITY
CG ROXANE

10/18/12
AS SHOWN
TP/GP
915.4
2A
SHEET 2 OF 5

Attachment C

ORDINANCE No._____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2012-02 (CRYSTAL GEYSER ROXANE) AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO, BY RECLASSIFYING AN APPROXIMATELYH 23.6-ACRE PORTION OF A 420-ACRE PARCEL LOCATED ADJACENT (ON THE SOUTH) TO THE COMMUNITY OF CARTAGO, ON THE EAST SIDE OF U. S. HIGHWAY 395, FROM OPEN SPACE, 40-ACRE MINIMUM (OS-40) AND RURAL RESIDENTIAL (RR) TO LIGHT INDUSTRIAL (M-2) AND AN APPROXIMATELY 6.8-ACRE PORTION OF THE PARCEL FROM RR TO OS-40.

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

SECTION I: AUTHORITY

This Ordinance is enacted pursuant to the police power of the County of Inyo in accordance with Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establish the procedure to enact changes to the Zoning Ordinance of the County, set forth in Title 18 of said code.

SECTION II: FINDINGS

Upon consideration of the material submitted and statements made at the public hearing held on this matter, this Board finds as follows:

(1) In accordance with Inyo County Code Section 18.81.320, Crystal Geyser Roxane LLC applied to the Inyo County Planning Commission to amend the Zoning Map of the County of Inyo from Open Space, 40-acre minimum (OS-40) and Rural Residential (RR) to Light Industrial (M-2) on for a 23.46-acre portion of the overall 420-acre Cabin Bar Ranch Property, as described in Section III of this Ordinance.

(2) On December 13, 2012, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification No. 2010-02 (Crystal Geyser Roxane), following which the Commission adopted Resolution No. 2012-05 in which it made various findings and recommended that this Board amend the Zoning Map of the County of Inyo so that 23.46 acres described in Section III of this Ordinance be rezoned from Open Space, 40-acre minimum (OS-40) and Rural Residential (RR) to Light Industrial (M-2).

(3) This project is consistent with the Environmental Impact Report certified by the Board of Supervisors on February 19, 2013, and no further action under the California Environmental Quality Act is necessary.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Board of Supervisors hereby approves Zone Reclassification No. 2012-02/Crystal Geyser Roxane and the Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on the 23.46-acre property as

described in the attachment which is incorporated by reference herein, is changed from Open Space, 40-acre minimum (OS-40) and Rural Residential (RR) to Light Industrial (M-2) and OS-40.

SECTION IV: EFFECTIVE DATE

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

Attachments: Legal Descriptions

PASSED AND ADOPTED THIS 26th DAY OF FEBRUARY, 2013.

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Linda Arcularius, Chair
Inyo County Board of Supervisors

ATTEST:
KEVIN CARUNCHIO
Clerk of the Board

By:_____
Pat Gunsolley, Assistant

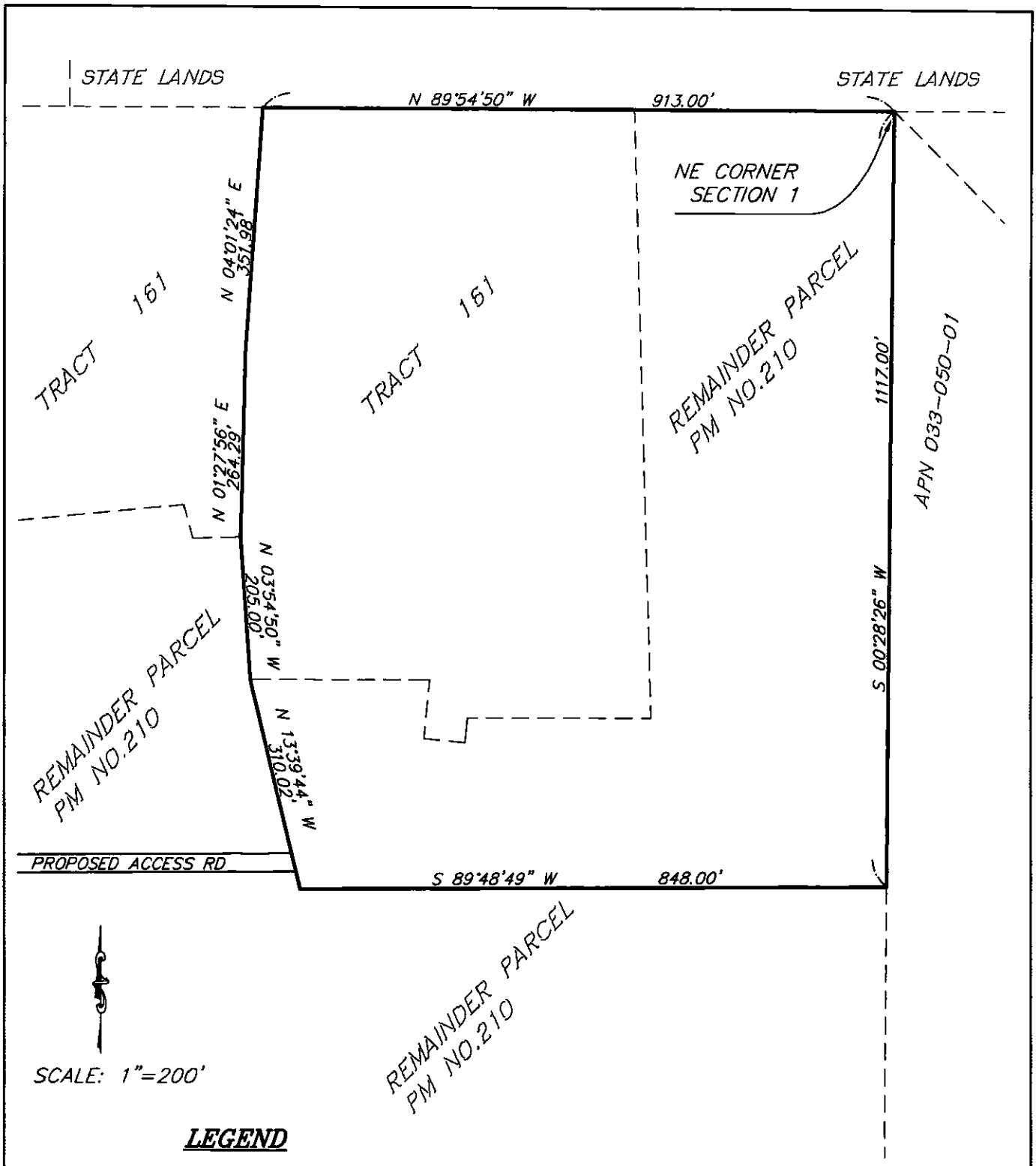
CABIN BAR RANCH
PROPOSED LIGHT INDUSTRIAL PARCEL
LEGAL DESCRIPTION

BEING a portion of Section 1, Township 19 South, Range 36 East, in the Unincorporated Territory of the County of Inyo, State of California, and said portion also being more particularly described as follows:

BEGINNING at said northeast corner of said Section 1;
THENCE along the east line of said section, South 00°28'26" West, 1117.00 feet;
THENCE South 89°48'49 West, 848.00 feet;
THENCE North 13°39'44" West, 310.02 feet;
THENCE North 03°54'450" West, 205.00 feet;
THENCE North 01°27'56" East, 264.29 feet;
THENCE North 04°01'24" East, 351.98 feet more or less to the north line of said Section 1;
THENCE along the north line of said Section 1, South 89°54'50" East, 913.00 feet to the POINT OF BEGINNING.

CONTAINING 23.6 acres of land, more or less.

The above legal description is shown on the attached Exhibit "A" and by reference hereto made a part thereof.



LEGEND

EXISTING PROPERTY LINES — — — — — — —

PROPOSED LIGHT INDUSTRIAL AREA ————————

23.6 ACRES +-

CABIN BAR RANCH EXHIBIT MAP		
PROPOSED LIGHT INDUSTRIAL PARCEL		
JOB NO. 01.0915.4 DWG MCL	triad/holmes associates	EXHIBIT "A"

01/08/2013

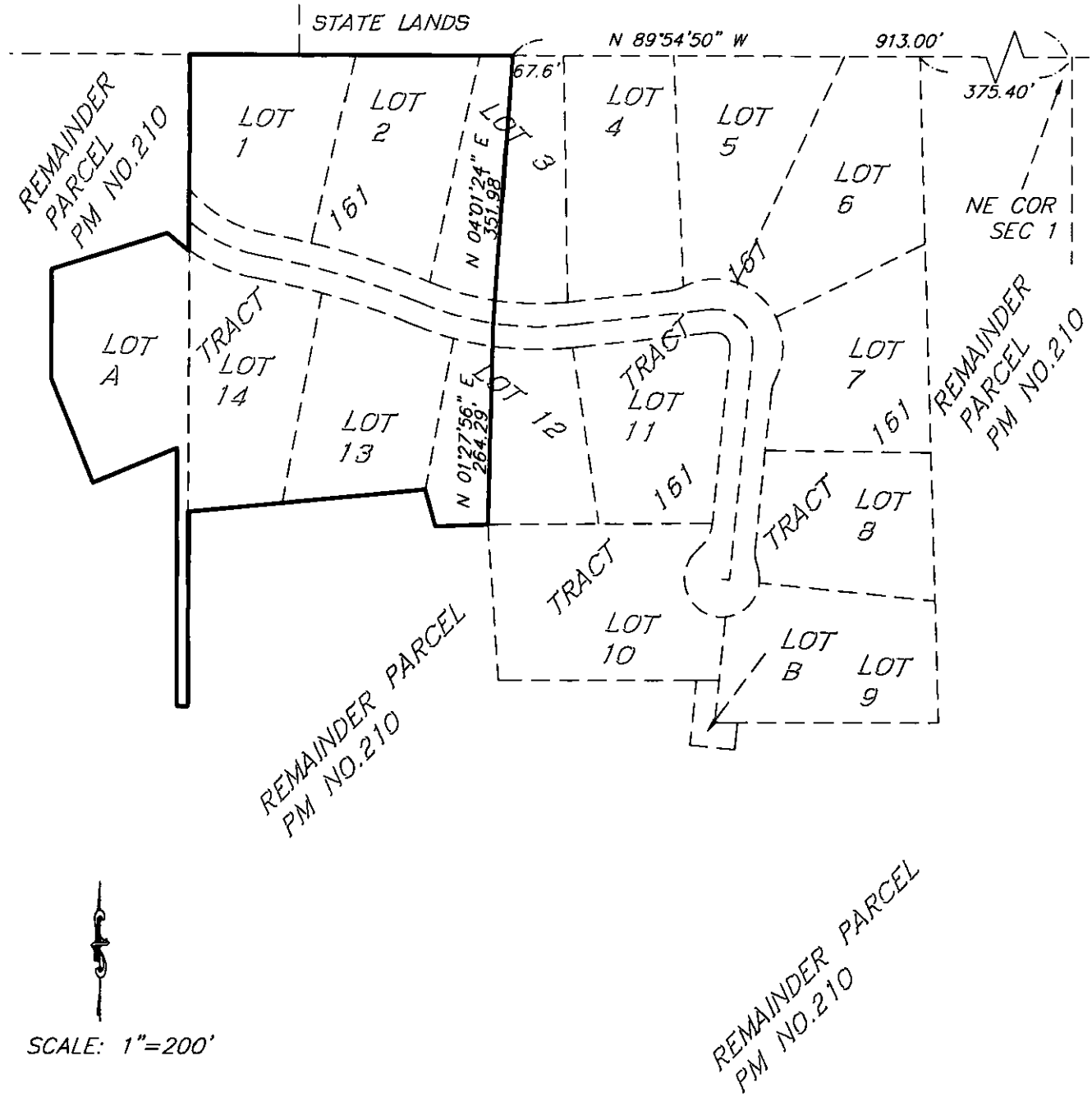
CABIN BAR RANCH
TRACT 161 PROPOSED AREA REZONED TO OS-40
LEGAL DESCRIPTION

BEING a portion of Section 1, Township 19 South, Range 36 East, in the Unincorporated Territory of the County of Inyo, State of California, and said portion also being more particularly described as follows:

THAT certain portion of Tract No. 161, recorded in Book 4 of Subdivision Maps at Page 3 in the Office of the County Recorder of said County, and said portion of said Tract being further described as follows:
All that portion of said Tract No. 161 lying westerly of the following described line:
COMMENCING at the northwest corner of Lot 4 of said Tract No. 161;
THENCE along the north line of said Tract No. 161, North 89°54'50" West, 67.60 feet to the TRUE POINT OF BEGINNING;
THENCE leaving said north line, South 04°01'24" West, 351.98 feet;
THENCE South 01°27'56" West, 264.29 feet to the northwest corner of Lot 10 of said Tract No. 161, said northwest corner also being the terminus of said described line.

CONTAINING 6.8 acres of land, more or less.

The above legal description is shown on the attached Exhibit "A" and by reference hereto made a part thereof.



SCALE: 1"=200'

LEGEND

EXISTING PROPERTY LINES — — — — — — —

PROPOSED TRACT 161 REZONED TO OS-40 ————————

6.8 ACRES +-

CABIN BAR RANCH EXHIBIT MAP		
PROPOSED TRACT 161 REZONED TO OS-40		
JOB NO. 01.0915.4 / DWG MCL	triad/holmes associates	EXHIBIT "A"

01/09/2013

Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263
FAX: (760) 878-0382
E-Mail: inyoplanning@inyocounty.us

AGENDA ITEM NO.: 4 (Action Item – Public Hearing)

PLANNING COMMISSION MEETING DATE: December 13, 2012

SUBJECT: Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Plant Project:

- Final Environmental Impact Report (FEIR)
- General Plan Amendment (GPA) #2010-01/Crystal Geyser Roxane
- Zone Reclassification (ZR) #2010-02/Crystal Geyser Roxane
- Conditional Use Permit (CUP) #2010-03/Crystal Geyser Roxane
- Reversion to Acreage (RA) #2012-01/Crystal Geyser Roxane

EXECUTIVE SUMMARY

In 2010 Crystal Geyser Roxane LLC (CGR) acquired the Cabin Bar Ranch property from Anheuser-Busch. There have been several proposed projects for the property over the years, but mostly the property has remained vacant and undeveloped since its use as a cattle ranching operation many years ago. CGR is now proposing to construct a spring water bottling plant on a portion of the property: the project site for the bottling facility would comprise 23.46 acres in the northeast corner of the overall 420-acre property, and would need to be amended, re-zoned, and permitted for Light Industrial use, of which a "bottling plant" is a conditional use. In addition, a reversion to acreage process is needed to extinguish the multiple lots existing on the project site as a result of a prior approved, but unrealized/developed, residential subdivision.

PROJECT INFORMATION

Supervisory District: Fifth

Project Applicant: Crystal Geyser Roxane, LLC (contact person: Rick Moore)
1400 Marys Drive, P.O. Box 560, Weed, CA 96094

Property Owner: Crystal Geyser Roxane, LLC

Address/ Community: Project site is immediately adjacent to the community of Cartago on the south, and is located on the east side of U.S. Highway 395 (the existing caretaker's home is addressed as 321 South U.S. Highway 395)

A.P.N.s: 33-020-11; 33-440-01 through 33-440-18; 33-050-01; 33-050-04;

Existing General Plan Designations: Rural Protection (RP); Residential Rural High Density (RRH)

Proposed General Plan Designations: Rural Protection (RP); Residential Rural High Density (RRH); Light Industrial (LI);

Existing Zoning: Open Space, 40-acre minimum (OS-40); Rural Residential (RR-1.0)

Proposed Zoning: Open Space, 40-acre minimum (OS-40); Rural Residential (RR-1.0); Light Industrial (M-2)

Surrounding Land Use:

Location	Use	General Plan Designation	Zone
Site	Former site for cattle ranch operations, now vacant	Rural Protection (RP); Residential Rural High Density (RRH)	Open Space, 40-acre minimum; Rural Residential (RR-1.0 acre)
North	Residential (Cartago townsite); California Department of Fish & Game "Cartago Springs" preserve land (northeast)	Natural Resources (NR); Residential Low Density (RL); Light Industrial (LI)	Open Space, 40-acre minimum (OS-40); Residential Mobile Home (RMH-10,000); Light Industrial (M-2 - 2.5 acre)
East	Owens Dry Lakebed	State & Federal Lands (SFL)	Open Space, 40-acre minimum (OS-40);
South	Vacant/undeveloped land (this "Elton lease" parcel contains wells used by the existing CGR Olancha bottling plant)	Rural Protection (RP); Light Industrial (LI)	Rural Residential (RR – 5.0 acre – MH); Light Industrial (M-2)
West	Vacant/undeveloped land	State & Federal Lands (SFL)	Open Space, 40-acre minimum (OS-40)

Recommended Action: **Adopt the attached Resolution, recommending that the Board of Supervisors:**

1.) **Certify the Final Environmental Impact Report (FEIR) and certify that the provisions of the California Environmental Quality Act (CEQA) have been met.**
2.) **Make certain Findings with respect to, and approve, the following, subject to the Conditions of Approval as recommended in this staff report:**

- **Conditional Use Permit (CUP) #2010-03**

3.) **Make certain Findings with respect to, and recommend the Board of Supervisors approve, subject to the Conditions of Approval as recommended in this staff report:**

- **General Plan Amendment (GPA) #2010-01**
- **Zone Reclassification (ZR) #2010-02**
- **Reversion to Acreage (RA) #2010-01**

Alternatives:

1.) Deny the actions required for the project (GPA, ZR, CUP & RA), thereby prohibiting the applicant from developing the site as a spring water bottling facility.

2.) Continue the public hearing to a future date, and provide specific direction to staff regarding additional information and analysis needed.

Project Planner: Tanda Gretz

BACKGROUND

On April 19, 2010, Crystal Geyser Roxane (CGR) applied for a general plan amendment, zone reclassification, conditional use permit, and reversion to acreage in preparation to constructing a spring water bottling water plant at the Cabin Bar Ranch property. The overall Cabin Bar Ranch property is 420 acres; the project site consists of 23.46 acres of this overall acreage, and is located at the northeast corner of the ranch property, immediately adjacent to the south side of the town of Cartago (population 92), on the east side of U.S. Highway 395. CGR operates an existing spring water bottling plant approximately 0.75 miles to the south of the Cabin Bar Ranch property.

A CEQA Initial Study and Environmental Checklist was completed for the project in August of 2011. Based on the analysis within the Checklist, it was determined that an Environmental Impact Report (EIR) would be prepared for the project in order to adequately analyze the project's identified potential significant impacts. As a result of this determination, a Notice of Preparation (NOP) of Draft EIR was circulated on September 15, 2011, with a public Scoping Meeting held on September 29, 2011, in order to solicit input/concerns from interested parties regarding what issues should be analyzed within the DEIR.

STAFF ANALYSIS

PROJECT DESCRIPTION ISSUES

- Project Description Issues - General

Crystal Geyser Roxane LLC proposes the construction of a 198,500 square-foot water bottling plant building, to contain four water bottling production lines and eight truck loading docks. Other buildings/facilities supporting the bottling plant operations include: a 40,250 square-foot warehouse building, a building for fire suppression equipment, a stormwater retention basin, and a sewage disposal leach mound system.

Water production for the project will come from three wells. Total water production for the bottling plant will be 360 acre feet/year (AF/yr). Production will peak during three months in the summer, which will account for 200 of the 360 proposed AF/yr; the remaining 160 AF/yr will be produced in the remaining nine months. For the four planned bottling production lines, this is 125 gpm for each line, at full project build-out. Production at the plant is expected to support employment of up to 50 people, with three shifts at peak production times, at full build-out (i.e., approximately 17 people for each shift). At full build-out, 80 trucks per day will visit the site.

- Project Description Issues - Project Phasing

The proposed water bottling facility would be constructed in three separate phases over an approximate 10-15 year period. Specifically, Phases I and II would focus on the construction of four bottling lines within associated buildings; Phase III would focus on additional warehouse space. Broken down into individual Phases, the project proposes the following:

- Phase I:
  - 106,500 square foot bottling plant building
  - Two of the four planned bottling lines
  - Four truck loading docks
- Phase II:
  - 92,000 square foot addition to the Phase I bottling plant building
  - Final two of the four planned bottling lines
  - Four additional truck loading docks

- Phase III:
  - 40,250 square foot warehouse

It should be noted that the construction of Phase II and Phase III may be reversed, should it become apparent that the additional warehouse space is needed ahead of the additional bottling capacity.

- Project Description Issues - Plant Building/Operation Issues

All plant operations would take place within the main building, with the exception of warehouse space (the 40,250-square foot warehouse building is planned as a separate, Phase III building), fire suppression equipment, and the storm water retention basin. The overall look and design of the plant building will be similar to the existing Crystal Geyser Roxane plant located to the south: metal frame with an exterior metal siding, reaching a maximum height of 39 feet.

The building will be located approximately 1,250 feet east of U.S. Highway 395, with access via a 24-foot wide access road. It is estimated that 80 trucks per day will visit the site at full buildout (Phase 1 [start 2013]: 20 trucks/day; Phase 2 [start 2017-2021]: 20 trucks/day; Phase 3 [start 2025-2027]: 40 trucks/day = Total of 80 trucks/day). The site will be gated when the bottling plant facility is not in use, similar to practice at the existing bottling plant.

It is expected that the plant will employ 50 people at full build-out and when operating during peak production times. Peak production would occur during summertime when three shifts are working and the plant is operating 24 hours; during non-peak production times two shifts would operate, working from 7:00 a.m. to 11:00 p.m. and employing approximately 35 people. Crystal Geyser Roxane reports that the plant would not operate on weekends.

Wastewater for domestic functions within the plant (i.e., restrooms, breakrooms) will be disposed of within an on-site wastewater disposal system that would incorporate a septic tank for the primary treatment of effluent and a leach mound system for secondary treatment, prior to contact with groundwater. These systems would be designed and permitted in accordance to the Inyo County Environmental Health Services Department and the Lahontan Regional Water Quality Control Board (LRWQCB).

REGULATION ISSUES

- Regulation Issues - General Plan & Zoning Ordinance Consistency

As noted above, the project site has a history of cattle ranching, and that history is reflected in the Rural Protection (RP) land use designation and Open Space, 40-acre minimum (OS-40) zoning in place for a majority of the 420-acre ranch property. However, a portion of the site (17.9 acres) is designated Residential Rural High Density (RRH) and zoned Rural Residential (RR-1.0 acre), which is a reflection of a residential subdivision project (16 lots) approved in

1982, but ultimately never fully developed: one model home was constructed (immediately north of the large pond on the site), Cabin Bar Ranch Road was constructed, and utilities were installed.

The bottling plant project proposes a general plan amendment to change the project site's RP (12.42 acres) and RRH (11.04 acres) designated acreage to Light Industrial (LI). In addition, part of the project site that consists of the western part of the old subdivision would be changed from RRH to RP. The balance of the project site acreage would remain as it is currently designated. The Inyo County General Plan notes that the LI land use designation "provides for industrial parks, warehousing, light manufacturing, public and quasi-public uses, and similar and compatible uses where there are no significant air, odor, water, visual or hazard issues" (Policy LU-4.1).

As noted in Table 4.F-1 of the DEIR, which examines the proposed project's consistency with goals and policies of the Inyo County General Plan, the project meets and fulfills a number of the County's goals and policies. Specifically, General Plan Goal LU-4, which seeks to provide industrial land uses within the County in order to serve the existing and future needs of the community, is met by the project's ability to provide additional employment opportunities and revenue for the County, within an industry type already established in the project vicinity (i.e., the existing CGR bottling plant in Olancha). Along these lines, General Plan Goal ED-4 and Policy ED-4.2, which seek to expand existing industry/manufacturing, are also met by the project's ability to build on the skills of an existing employment base. Lastly, the project meets Policy WR-3.2 of the General Plan, Sustainable Groundwater Withdrawal, in that hydrogeological studies prepared for the site indicate that the project's three production wells would be adequate to serve the project without significantly impacting the groundwater table, production potential, or water quality of the groundwater aquifer supporting the project site and surrounding community.

In conjunction with the proposed General Plan Amendment, a zone reclassification is also proposed to change the OS-40 (12.42 acres) and RR (11.04 acres) zoning to Light Industrial (M-2) zoning. In addition, part of the project site that consists of the western part of the old subdivision would be changed from RR to OS-40. The balance of the project site acreage would remain as it is currently zoned. A bottling plant is allowed within the M-2 zone as a conditional use.

- <u>Regulation Issues - Conditional Use Permit</u>

As noted above, the land use designation and zoning for the project site will be changed to Light Industrial in order to facilitate use of the site as a water bottling plant. However, within the Light Industrial (M-2) zone, a bottling plant is a conditional use, rather than a permitted use, under Section 18.56040 (D), which notes:

> *"(D.) Bottling plant, including retail and wholesale establishments for the distribution of bottled products manufactured or processed by the industry on the same site."*

- Regulation Issues – Land Use Consistency

The proposed use of the site for a water bottling project is consistent with attributes on the site. Most notably, adequate water supplies exist on the site in the form of multiple springs located along the Spring Line Fault. The three production wells on the site won't pump from the actual spring sites themselves, but from the shallow aquifer under-lying the project site, which is hydrologically connected to the springs. This hydrologic connectivity meets the definition of "spring water" under law.

In addition, the site is in close proximity to the existing Crystal Geyser Roxane bottling plant located .75 miles to the south, which allows for economic and logistical efficiencies.

- Regulation Issues – Reversion to Acreage

As noted above, the project site contains an approved subdivision which was never fully developed. The 16 lots created by the subdivision – along with an internal roadway and a number of various easements – will need to be effectively extinguished so that the project site can be reconfigured for the bottling plant. The proposed reversion to acreage process will allow for the subdivision lot lines to be extinguished; a subsequent lot line adjustment process then allows for the proposed 36.89-acre project site to be created (23.46 acres of which will be designated and zoned as Light Industrial, with the balance of acreage left in its existing designations and zoning).

- Regulation Issues - Groundwater Transfer Ordinance

Although Chapter 18.77 of the Zoning Ordinance, Regulation of Water Transfers, provides the County with a specific ordinance governing the pumping and transferring of groundwater in the County, the Ordinance offers several exemptions from its provisions. Specifically, the proposed bottling plant project is exempt under Section 18.77.010 (B)(3), "Exemptions":

> "A transfer or transport of water in the form of manufactured or processed goods or products, agricultural products, or in bottles or any other portable containers including tanker trucks, provided the total transfer or transport via tanker truck or trucks does not exceed one acre foot during a one year period."

Thus, the water that will be pumped from the proposed project will be exempt because it is in the form of bottled water (Note: the one acre clause/cap of the above exemption clause applies only to tanker trucks/trucks).

- Regulation Issues - Water Supply Assessment (WSA)

Senate Bills 610 and 221, as well as Sections 10910-10915 of the State Water Code, require the preparation of a water supply assessment (WSA) for projects involving the construction of more than 500 dwelling units, "or the equivalent thereof." Based on the proposed bottling plant's use of 360 acre-feet of water per year, staff deemed that it was not necessary to prepare a WSA for the project, by the following analysis: a 500-lot residential project in Inyo County equates to 560 acre-feet of water used per year, based on water usage estimates from staff in the Inyo County Environmental Health Services and Inyo County Water Departments. The 360 acre-feet of water usage proposed by the project is thus well under what would be used by 500 dwelling units.

- Regulation Issues – Cumulative Impact Analysis (Owens Lake Pumping Analysis)

The project site is adjacent to the Owens Dry Lake, which is the focus of a potential future groundwater pumping project by the Los Angeles Department of Water & Power (LADWP). CEQA Guidelines do not require the analysis of speculative projects, and the Owens Lake Pumping effort, which is not part of any adopted plan and for which a Notice of Preparation (NOP) has not been issued, is a speculative project and, therefore, not included as a potential project for purposes of the cumulative impact analysis. CEQA Guidelines 15130(b)(1)(B)2 note (in part) that "Probable Future Projects may be limited to those projects requiring an agency approval for an application which has been received at the time the Notice of Preparation (NOP) is released..." In addition, City of Maywood v. Los Angeles Unified School District (2012) 208 CA 4th 362, (397-398), states "Where future development is unspecified and uncertain, no purpose can be served by requiring an EIR to engage in sheer speculation as to future environmental consequences" (citing Environmental Protection Information Center v. California Department of Forestry & Fire Protection (2008) 44 Cal. 4th 459, 503).

HYDROLOGY ISSUES

- Hydrology Issues - Water Supply

Spring water for the bottling project would come from three existing production wells. These three wells (noted on map at DEIR page 4.G-1 as CGR-8, CGR-9, CGR-10) were installed in 2010, with subsequent hydrological testing to verify proposed pumping amounts (*Test Well Installation & Hydrogeology Report, Cabin Bar Ranch Project, Geosyntec Consultants, February 7, 2011.*) (Note: this report is referenced in Appendix F of the DEIR, Hydrogeologic Evaluation, and can be found in its entirety on the Planning Department's webpage at www.inyoplanning.org, under "Current Projects").

In addition, a fourth well (CBR-1) – traditionally used to supply water for an old "model home" residence on the site – will be used to provide water for everyday domestic uses within the bottling plant building, such a restrooms, break room facilities, drinking fountains (etc.),

and also still be used to provide water for the model home (which is used approximately twice a year by visiting business associates of CGR).

As noted in the DEIR, water for the project will be drawn from the shallow aquifer beneath the site, which *"extends to a depth of approximately 80 feet bgs, with an underlying aquitard between 80 and 100 feet bgs"* (p. 4.G-14 of the DEIR), and with the deep aquifer then located beneath the aquitard (i.e., at +100 feet).

- Hydrology Issues – Drawdown Impacts: Groundwater & Spring Sites

Groundwater Drawdowns: Pumping simulations were performed on the three project production wells in order to determine potential drawdowns impacts to the shallow aquifer. Results show that impacts would be less than significant. Specifically, two simulations were reported:

- Full Build-Out, Continuous Pumping Rate: this modeling, performed by Richard Slade & Associates (2012), assumes each of the three project production wells would be pumping at 75 gpm at the same time, continuously, for periods of time ranging from 30 days to 360 days. This equates to the full 360 AF/yr the project proposes at full project build-out (in terms of gallons per minute, this equates to 225 gpm for the three wells, combined). Under this modeling a maximum drawdown of 0.87 was reported for the 360 day model run (at piezometer P-10, near the northern boundary of the project site) (Appendix F to the DEIR, pages 48- 49).

- Long-Term Pumping Scenario: this modeling, performed by Geosyntec (2011), assumes the three project production wells would be pumping at 67 gpm and the domestic supply well would pump at 22.4 gpm, which equates to annual average rates for the wells in order to meet the 360 AF/yr the project proposes. Under this modeling the following maximum drawdowns were reported: 0.2 feet at the northern end of the site (at piezometer P-10), and 0.4 feet at the southern end of the site (at OW 7U) (Appendix F to the DEIR, pages 29 & 51).

Spring Site Drawdowns: Chapter 4 of the DEIR, on page 4.G-25, notes that aquifer testing was performed for the three production wells located on the project site (wells CGR-8, CGR-9, CGR-10)in order to determine their effect on the springs located on the Cabin Bar property. Testing was conducted over several production scenarios:

- First, at a very high rate: each of the three wells, in turn, were pumped at 170 gpm for a 72-hour period. At this rate, flows to the springs decreased, with decreases ranging from 11% to 52 percent.

- Second, at an average production rate: each of the three production wells were pumped at 67 gpm, with the domestic supply well (well CBR-1) pumped at 22.4 gpm. Under this second scenario, flows to the springs decreased a maximum of up to 17.6 percent rather than the 52% under the high rate of the first production scenario noted above.

- Third, at a short-term, high production rate for summer month production: each of the production wells were pumped at 150 gpm, with the domestic supply well pumped at 50 gpm (in acre-feet measurements, this equates to 200 acre feet for the 3-month summer time high production rate). Under this scenario, flows to the springs decreased a maximum of up to 39 percent. The DEIR notes that, *"under these conditions, the increased demand is only temporary, and following the summer period, recharge to the aquifer system will be at its highest during winter and spring months. As such, the shallow aquifer system is expected to be able to recover to pre-summer conditions"* (DEIR, p. 4.G-25).

Thus, drawdowns at the springs from project pumping, have the potential to be significant, based on project modeling. However, this potential significance is mediated by the considerations noted below, in "Groundwater Storage & Recharge."

- Hydrology Issues – Groundwater Storage & Recharge

  - Storage: The Hydrogeologic Evaluation prepared for the project by Richard C. Slade & Associates notes the amount of groundwater in storage in the shallow aquifer beneath the project site (i.e., west of the Spring Line Fault) at 1,148 AF (Appendix F of the DEIR, page 39). Thus the 360 AF to be withdrawn by the project represents 31% of the groundwater currently in storage within the shallow aquifer.

  - Recharge: However, the DEIR goes on to note that thousands of acre feet of groundwater underflow the area on an annual basis: previous studies put the annual volume of recharge to both the deep and shallow aquifer systems between 6,700 AF/yr to 7,500 AF/yr. As a result, the DEIR notes that *"the amount that is planned to be pumped will be continuously replenished by surface water recharging the shallow aquifer system, and by groundwater underflow from the west."*

- Hydrology Issues – Cartago Mutual Water Company/Cartago Residential Wells

The project site is immediately adjacent to the south side of the town of Cartago, whose wells are administered by the Cartago Mutual Water Company. Well CBR-1, which is the northern-most of the wells on the project site, will be used as a groundwater monitoring well. The DEIR notes that *"monitoring water levels in this on-site domestic-supply well would yield data on possible changes in the water levels that might be caused, as a result of the proposed pumping, on shallow off-site wells north and northwest of the facility"* (DEIR 4.G-29). In other words, the well would be used to monitor and detect any drawdowns occurring before such

drawdowns move off the Cabin Bar property to affect wells north of the project site in the town of Cartago.

A number of comment letters written for the project expressed concerns over possible drawdowns to existing wells in Cartago. While none of the hydrological modeling performed for the project indicates any drawdown impacts for wells north of the project site, using well CBR-1 as a monitoring well would assure that any significant drawdown in aquifer water levels would be detected before they reach north of the project site into the Cartago area. Additionally, hydrologic mitigation measures have been revised and a Groundwater Mitigation, Monitoring and Reporting Plan has been developed for the project, which includes setting on-site triggers for off-site impacts, as is further detailed in the section below.

- Hydrology Issues – Mitigation Measures

The DEIR is clear in stating that the project will result in less than significant impacts with respect to groundwater or surface water hydrology, and thus no mitigation measures are required (DEIR p. 4.G-29). However, recommendations were outlined in the Hydrogeologic Evaluation prepared for the project (Appendix F to the DEIR), and those recommendations were incorporated as mitigation measures for the project (HYDRO-1, HYDRO-2, and HYDRO-3, as detailed on pages 4.G-29 through 4.G-30 of the DEIR).

Based on comments received on the DEIR, these mitigation measures have been re-worked and expanded and incorporated into a Groundwater Monitoring, Mitigation, and Reporting Plan (MMRP), as detailed on pages 4-20 through 4-23 of the FEIR. Basically, the Groundwater MMRP requires the following mitigation:

- HYDRO-1: recommends that pumping be shared among the three on-site production wells during production, rather than relying on just one well.

- HYDRO-2: outlines the requirements of the Groundwater MMRP, requiring that a qualified specialist (retained by the applicant and approved by the Inyo County Water Department) collect various pumping data, with the goal being to track any changes that may occur to groundwater conditions over the long-term. Significantly, mitigation includes defining triggers for on-site monitoring wells that correspond to potential impacts on off-site wells – with such trigger levels being based on monitoring and modeling of the on-site wells on the Cabin Bar property. Should any impacts occur, a procedure for addressing off-site impacts is defined, and will be over-seen and administered by the Inyo County Water Department.

- HYDRO-3: specifies various specific water quality mitigation.

BIOLOGICAL ISSUES

- Biological Issues - Plant Species

On pages 4.C-7 through 4.C-14 the DEIR describes plant species. The DEIR first notes and lists the sensitive plant species that have been found in the past *"in the vicinity of the study area"* – in this case, an area consisting of nine entire quadrangles. Within this broad area, and according to searches against the California Natural Diversity Database (CNDDB) and the California Native Plant Society (CNPS), 30 sensitive plant species have been identified in the past.

However, none of the 30 sensitive plant species were found on the project site, after a general survey of the site was conducted in February of 2012 - although a plant "community" of red willow thicket was identified (considered a "sensitive plant community" by the California Department of Fish & Game (CDFG). The DEIR notes, however, that a number of the 30 sensitive species have the "potential" to exist on the project site, based on favorable environmental conditions/habitat. The DEIR, therefore, goes on to recommend that "focused surveys" – in addition to the general survey already performed in February – be conducted for such species. Focused surveys are surveys that are tailored to a plant's particular blooming cycle, and therefore must be conducted at specific times of the year, based the characteristics of each plant.

The applicant had one such focused survey conducted in May of 2012 (Resource Concepts, 2012), and another done in October of 2012 (Garcia & Associates, October 2012): neither of the surveys found special status species on the project site. Both surveys note that the proposed project area does not provide critical habitat for such species, largely because the site has been so disturbed/degraded (due to activities surrounding the previously approved residential subdivision project, and past cattle/horse grazing).

Significantly, in their October 2012 comment letter on the project, California Department of Fish & Game staff note that "The Department does not concur with the Lead Agency that additional sensitive plant surveys are needed" (see Appendix A of the FEIR, A-2 State Agencies & Entities, Letter #5, p.5). As a result, the FEIR makes note that no mitigation for plant species (excepting riparian/wetland issues covered under BIO-4) is required and no further focused surveys for sensitive plants are required.

- Biological Issues – Mitigation for Plant Species

Due to the fact that not all focused surveys for sensitive plant species had been completed at the time the DEIR was prepared, mitigation for such species was developed which could be implemented if such species were subsequently found on the project site. However, as noted above, no sensitive plant species have been found to exist on the site to date. Additionally, in light of the two focused surveys that have now been performed (i.e., May and October of 2012), and, most particularly, on the basis of the project comment letter from the Department

of Fish & Game, no further focused surveys are required and no mitigation for individual plant species is required.

Since the Red Willow Thicket plant community was the only sensitive plant positively identified as existing on site, some of which will need to be removed in order to accommodate roadway construction, mitigation for this species has been developed and will be implemented as described under mitigation measure BIO-2 (DEIR page 4.C-43 & 44).

- Biological Issues - Wildlife Species

Similar to plant species, a general survey for wildlife species took place on the project site in February of 2012, with no sensitive species observed. However, similar to plant species, the DEIR notes that habitat on site creates the potential for species to use the site. As a result, two mitigation measures have been developed for potential impacts to wildlife species.

The comment letter from the Department of Fish & Game notes that there are several species which have the potential to use the site, but which are not called out within the biological mitigation measures developed for such potential users (see p. 4 of Fish & Game the comment letter). This has been corrected in the FEIR: based on Fish & Game comments, several species have been added to the mitigation (i.e., Southwestern willow flycatcher, Western yellow-billed cuckoo, pallid and spotted bats), others deleted (Owens tui chub, Owens pupfish, Owens speckled dace, Mohave ground squirrel), and some mitigation slightly altered (Yellow breasted chat, Swainson's hawk, least Bell's vireo. However, it should be noted that the applicant reports that they are in consultation with Fish & Game staff to mitigate for any such potential use of the site by such species by permiting through Fish & Game (i.e., California Endangered Species Act [CESA] permits – see p. 6 of the comment letter). Thus, no further focused biological surveys are planned for the project.

- Biological Issues - Wetland/Riparian Area Issues

A jurisdictional delineation survey performed in February 2012 indicates that there are approximately six acres of wetland/riparian resources on the project site. With respect to the jurisdiction of various agencies and their permitting authority, the DEIR specifies the following (see Table 4.C-2 on page 4.C-23):

  - 6.03 acres of Army Corps of Engineers (ACOE)/Regional Water Quality Control Board (RWQCB) jurisdictional "waters of the U.S." – **most of which (5.97 acres) are wetlands**
  - 6.16 acres of California Department of Fish & Game (CDFG) jurisdictional streambed/riparian habitat – **most of which (5.97 acres) are wetlands**

Significantly, the DEIR notes on page 4.C-23 that *"it's not possible to determine to what extent the Spring Line fault or any other geologic fracture directly contribute to the Owens Lake Playa wetlands. This was evident during PCR's examination of the study area, where areas directly off-site to the southeast of the proposed project boundary exhibited groundwater at the surface, yet wetlands observed within the study area were completely dry and supported only transitional wetland vegetation."*

That being said, the hydrogeologic modeling done for the project doesn't predict any significant drawdowns as a result of the project, as noted above in the Hydrology section. However, for reasons detailed in the paragraph below, mitigation measures have been developed for potential impacts to wetlands.

- Biological Issues – Mitigation Measures for Wetland/Riparian Areas

As noted in the DEIR on page 4.C-44:

> *"It is not known what percentage of the supporting water annually comes from each of these sources (i.e., groundwater table or shallow aquifer or geologic faults/fractures). In addition, determining the amounts, by source, of supporting water and its relationship to the presence of riparian and wetland plant species, would require several years of data and installation of additional gauges, where the data ultimately collected could be difficult to interpret given seasonal variations and other factors. Therefore, the potential for impacts associated with the proposed project increase in extracting groundwater cannot be accurately determined based on available information. Due to the uncertainty, a Riparian & Wetland Monitoring and Adaptive Management Program (RWMAMP) for vegetation associated with jurisdictional areas is proposed."*

Two mitigation measures have been developed for wetland/riparian impacts, and are detailed on pages 4.C-44 through 4.C-47 of the DEIR, with some subsequent modifications made and ultimately detailed in the FEIR on pages 3-5 – 3-7. Mitigation Measure BIO-3 specifies the permitting and review process for impacts to any wetlands on the site. The following agencies would have responsibility for reviewing and approving permits related to wetlands:

- CWA Section 404 Permit (from the Army Corps of Engineers [ACOE])
- CWA Section 401 Water Quality Certification (from the Regional Water Quality Control Board [RWQCB])
- California FGC Section 1602 Streambed Alteration Agreement (from the California Department of Fish & Game [CDFG])

Mitigation Measure BIO-4 details the creation of a "Riparian & Wetland Monitoring & Adaptive Management Program" (RWMAMP) for the project. The proposed monitoring and management program is based on a technical report by the U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station. Locally, this same approach has been used

for a project in Mammoth Lakes, and has had the support of staff at the Department of Fish & Game.

The County (i.e., the Water Department & Planning Department) will be the lead agency in implementing and overseeing the proposed monitoring and management program. The DEIR notes that, "as trustee agencies, the state and federal resource agencies, as appropriate, will be provided copies of annual reports and related documentation concerning responsive measures, for their review and comment."

The proposed program basically outlines three methods for tracking changes/impacts to vegetation:

- Vegetation "cross-section" method (i.e., across a riparian corridor)
- Greenline method (i.e., measures streambed and associated areas)
- Woody species regeneration (i.e., measures shrub and tree species in the area for density and age)

Specific technical details of the above three methods – such as the number of transects, locations and number of monitoring stations, (etc.) – are found on page 4.C-45 & 46 of the DEIR. Briefly, however, the DEIR notes that a baseline ("starting conditions") should be established in mid- to late August, with monitoring to occur annually for the first three years, summarized in annual reports to the County. If no loss of vegetation is detected up to that point, then the next monitoring of the site would take place *"at year six following the onset of increased pumping. If, at the end of the entire six-year monitoring program no significant loss of riparian and wetland communities is detected, the monitoring program will be terminated."* This requirement has been expanded in the FEIR to two six-year time periods, for a total of 12 years of monitoring (i.e., six years after each of the two phases of the project).

Should degradation/impacts occur to wetland areas to the extent that creation, restoration, and/or enhancement of such impacted areas occurs, the management of such created, restored, and/or enhanced areas will be monitored by a qualified restoration ecologist, with *"review and approval by the County and trustee agencies, as appropriate"* (DEIR page 4.C-47).

- <u>Biological Issues – Tree Removal</u>

Parts of the project site have significant tree coverage. The project description notes that approximately 281 trees with a diameter in excess of 12 inches will need to be removed in order to construct the bottling plant facilities. While this is a significant number of trees, the project site exists within the larger surrounding 420-acre Cabin Bar Ranch property, which contains many hundreds more. The DEIR notes that the trees proposed to be removed are predominately willow species.

Trees will not be removed during the nesting season so as to avoid potential impacts to migrating raptors and songbird species. In addition, other mitigation measures are included to reduce the potential impacts to those species during construction.

HISTORICAL RESOURCES ISSUES

The DEIR gives extensive information about the history of the Cabin Bar Ranch property - both the uses that took place on the property over the years, as well as the various structures that have existed on the property. In particular, the DEIR notes that the following four structures are considered eligible for listing under both the National Historic Register and the California Historic Register:

- Cartago Station House ("stone ruin")
- Cartago Boat Landing ("Daneri's Landing")
- Gomez Homestead ("Residence 2")
- Old Carriage Road (segment to Gomez Homestead)

However, both the Cartago Station House and the Cartago Boat Landing are located outside of the impact area and are unaffected by the proposed project. As a result, only mitigation for the "squared timbers" within the Gomez Homestead (Residence 2) and for the segment of the Old Carriage Road leading to the Gomez Homestead (see mitigation measures HIST-1 through HIST-5 on p. 4.E-25 – 27).

ARCHAEOLOGICAL/PALEONTOLOGICAL ISSUES

The Cabin Bar Ranch property has a rich history with respect to archaeological resources. The DEIR at page 4.D-8 notes that *"results of the cultural resources records search revealed that five cultural resources studies have been conducted within the project site and more than 20 studies have been conducted with the half-mile radius...Taken collectively, all of the studies address 100 percent of the project site and approximately 75 percent of the half-mile radius and demonstrate that the project site and surrounding vicinity have under gone previous cultural resources investigations."*

While several new archaeological resources were located during surveys performed for the project, none qualified as unique resources. As a result, the DEIR concludes that such resources are "not considered a significant impact on the environment and no further analysis is warranted for the resource" (DEIR page 4.D-16). However, the DEIR notes that resources could exist "at depth" within the project site area, and thus could be unearthed during the course of project construction activities. As a result, standard mitigation for archaeological and paleontological resources is recommended for the project (see Mitigation Measures ARCH-1a through ARCH-3c on pages 4.D-18 through 4.D-20 of the DEIR).

TRAFFIC ISSUES

- Traffic Issues – CALTRANS U.S. Highway 395 Widening Project

CALTRANS is in the planning process for a project, to begin in 2016, to widen U.S. Highway 395 between Cartago and Olancha, which is adjacent to the project site. As a result of this impending project, access road plans for the Crystal Geyser Roxane project is expected to be modified once the CALTRANS project is complete.

The proposed access road - at a location approximately 2,000 feet south of the existing access point at Cabin Bar Ranch Road - will run at an angle northeasterly across the portions of the larger Cabin Bar Ranch property to the proposed site of the bottling plant. The proposed access road will terminate on the east side of the bottling plant building, where 25 parking spaces and truck loading dock facilities will be located. This permanent configuration has the access road crossing Cartego Creek on the project site, and approximately 3,000 feet in length. Based on a comment on the DEIR from Caltrans, the FEIR has added some additional information, noting that the access road would be designed to avoid some red willow trees and also verifying some line-of-sight issues and stopping issues.

A 20-foot-wide paved roadway is also proposed to encircle the bottling plant, and which is designed to provide access for fire trucks to the building. A series of eight fire hydrants will be located along this perimeter roadway.

- Traffic Issues - Acceleration/Deceleration Lanes

At full build-out of the project, 80 trucks per day will visit the bottling plant. As noted in the traffic study prepared for the project, acceleration, deceleration and turn lanes are proposed where the project access road intersects at U.S. Highway 395. These improvements will be fully designed and constructed to meet CALTRANS standards, both pre- and post-completion of the U.S. Highway 395 widening project.

OTHER ISSUES

- Visual/Aesthetic, Lighting, & Landscaping Issues

The bottling plant facilities will be located approximately 1,200 feet east of U.S. Highway 395, and 150 feet south of the southern boundary of the Cartago townsite. The site is generally well vegetated with trees, and although many will be removed to facilitate construction, many will still remain and will provide screening of the bottling plant.

The DEIR notes that "all exterior lighting would be fully shielded to direct lighting downward and to prevent spillage" (p. 4.A-22). The DEIR further notes that lighting will meet LEED requirements for Light Pollution Reduction credit, and will be compatible with the overall low ambient lighting of the rural Cartago area.

The overall project site and surrounding Cabin Bar Ranch property is heavily vegetated, and existing vegetation will provide ample landscape screening – particularly in light of the fact that the proposed bottling plant is set back from the highway.

- Noise Issues

Groundborne noise or vibrations typically dissipate within 100 feet of the source of such noise or vibrations, and the CEQA Checklist prepared for the project noted that these types of impacts from the project would be less than significant. The project proposed two mitigation measures for noise issues.

- Fire Protection Issues

Primary fire protection for the bottling plant will be provided by the Olancha Community Services District (volunteer), located approximately four miles south of the project site, with back-up protection offered by other fire districts should the need arise (i.e., Lone Pine, Independence, Big Pine, Bishop). In addition, two other fire protection services can provide coverage for wildland fires: the Bureau of Land Management (BLM) has a station on U.S. Highway 395 in Olancha, approximately three miles south of the project site, while the California Department of Forestry (CDF) has a station located in Independence, approximately 36 miles to the north (staffed only during the declared fire season). In addition, the Owen's Valley Conservation Camp, run by the California Department of Corrections, is also available to help fight wildland fires, although it is located north of Bishop and over 80 miles away.

Similar to much of the thousands of acres of surrounding open space, the project site is classified as a High Fire Hazard Severity Zone by Cal-Fire. As a result, the bottling plant building will be designed with a defensible fire zone surrounding it: a 20-foot-wide paved roadway encircling the bottling plant will provide clear access for fire trucks to the building, as well as serve as a fire break surface, while a series of eight hydrants along the encircling roadway will provide easy water access for any fire trucks servicing the site. This perimeter roadway conforms with Chapter 7 (Fire & Smoke Protection Features) and Chapter 7A (Materials & Construction Methods for Exterior Wildfire Exposure) of the 2010 California Building Code and Cal-Fire's General Guidelines for Creating a Defensible Space.

As part of the bottling plant auxiliary facilities, a 300-square foot building containing a water tank and propane-generated pump would be located on the east side of the plant. This tank would supply the plant's fire sprinkler system. All fire suppression facilities will be reviewed by, and meet all requirements of, the Olancha Community Services District and the Inyo County Building & Safety Department, the Director of which acts as the County Fire Marshall.

- Drainage/Wastewater/Septic Issues

A stormwater retention basin is planned for the east side of the proposed bottling facility. In addition to capturing stormwater from the bottling facility, the basin will be used as a depository for plant cleaning operations. Specifically, it is a typical operation to clean the plant's ceramic filtration system every 2-3 months with a non-toxic cleaning agent. Once the cleaning is completed the wastewater from the cleaning process is put into a holding tank where the Ph is balanced, and then the wastewater would be released into the stormwater retention basin, to evaporate and infiltrate. Permitting for the retention basin would take place through the Lahontan Regional Water Quality Control Board (RWQCB) and Inyo County.

- Cumulative Impacts

As noted on page 3-9 of the DEIR, there are eight related projects taking place in the general, larger area surrounding the project site, and which may have some potential to contribute cumulative impacts.

The most notable of potential cumulative impacts from these related projects are dealt with in the Biological (p. 4.C-47) and Hydrology (P. 4.G-30) sections of the DEIR, with the DEIR noting that the project will not result in biological or hydrological impacts that could be considered cumulatively considerable.

PROJECT ALTERNATIVES

As noted in Chapter 5 of the DEIR, two alternatives were considered for the project:

- Reduced Operations: Under this alternative, bottling plant operations would be 50% of that proposed. The DEIR notes that, since hydrological impacts are already deemed less than significant under the project proposal, under the Reduced Operations alternative they would be similarly less than significant. Impacts to biological resources, cultural resources, and historical resources would largely be the same, since, for the most part, project components affecting such resources would still need to be constructed under this alternative, just as they would under the proposed project.

- Project Site Reconfiguration: Under this alternative, the bottling plant would be located immediately adjacent to U.S. Highway 395, at the proposed entry point from the highway onto the project site. This configuration places the bottling plant in a highly visible location to the highway – similar to the situation of the existing CGR bottling plant .75 to the south. Under this alternative, impacts to biological and cultural resources are lessened, although they would still be deemed significant and require the mitigation proposed by the proposed project. Noise impacts would be lessened under this alternative, since the plant would be located about 2,000 feet south of the southern boundary of the Cartago townsite. Aesthetic impacts, however, would be greatly increased under this alternative, as the plant

would be so immediately adjacent, and thus apparent, to passing traffic on U.S. Highway 395, and obscure views to the east.

ENVIRONMENTAL REVIEW

- Draft EIR (DEIR)

A Draft Environmental Impact Report (DEIR) was prepared for the project based on potential impacts, as identified both in the Initial Study prepared for the project, and by commenters responding to the Notice of Preparation (NOP) to prepare the DEIR, which was published in September 2011. The DEIR was released for a 45-day review period on August 16, 2012. Upon request, the review period was extended an additional week to October 8, 2012.

- Public Comments

Twenty-five comment letters were received on the DEIR. Copies of the comment letters can be found at Appendix A of the FEIR; responses to the comment letters can be found in Chapter 2 of the FEIR.

- Final EIR (FEIR)

A Final EIR (FEIR) has been prepared for the project, consisting of public comment letters, staff responses to the comment letters, any amendments/corrections made to the DEIR, and the mitigation for the project – including two specific mitigation plans: a Groundwater Monitoring, Mitigation & Reporting Plan (MMRP) and a Riparian & Wetland Monitoring and Adaptive Management Program (RWMAMP). The FEIR was circulated to affected county departments and other agencies, and made available to the public at all County libraries and via the Planning Department's website (www.inyoplanning.org).

- Mitigation, Monitoring & Reporting Program (MMRP)

The mitigation measures outlined within the DEIR have been incorporated into an overall Monitoring, Mitigation & Reporting Program (MMRP) for the project, which outlines all mitigation proposed for the project and which is contained within the FEIR at Chapter 4. The FEIR, and the MMRP contained within Chapter 4, reflect changes made to project mitigation since the DEIR.

RECOMMENDED ACTIONS

Staff recommends approval of the bottling plant project, consisting of certification of the EIR prepared for the project and approval of the General Plan Amendment, Zone

Reclassification, Conditional Use Permit, and Reversion to Acreage actions, subject to the Findings contained within the Resolution and the following Conditions of Approval:

Conditions of Approval

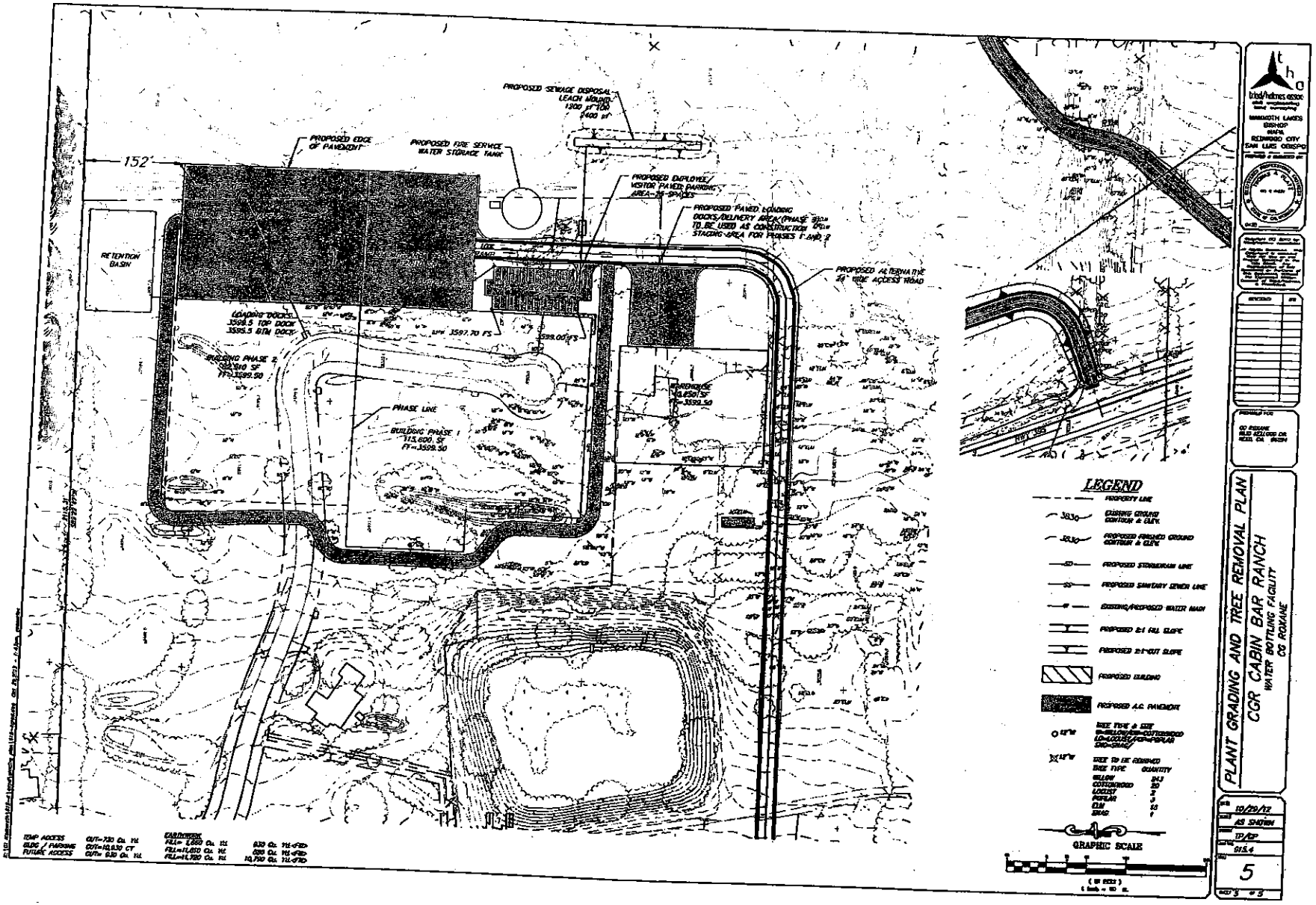
1.) Hold Harmless: The applicant shall defend, indemnify, and hold harmless the County of Inyo (County), and its agents, officers and employees from any claim, action, or proceeding against the County, its agents, officers or employees to attack, set aside, void or annul the County's approval of the EIR, General Plan Amendment, Zone Reclassification, Conditional Use Permit, and Reversion to Acreage. The County reserves the right to prepare its own defense.
2.) Compliance with County Code: The applicant shall comply with all applicable provisions of the Inyo County Code.
3.) Agency Approvals: The applicant shall receive needed approvals from other Inyo County Departments and agencies, as detailed in Chapter 2 of the DEIR, "Necessary Approvals," and as amended in Chapter 3 of the FEIR.
4.) Compliance with Mitigation Measures. The applicant shall implement and comply with all mitigation described in the Mitigation, Monitoring & Reporting Program (MMRP) developed for the project, as contained within the FEIR at Chapter 4, and as attached to this staff report as Attachment B to the Planning Commission resolution (Attachment #6). Applicant shall reimburse County for any and all costs, including the costs for any outside consultants, incurred by the County in connection with the implementation of the MMRP required as a condition of approval.
5.) Reversion to Acreage (RA): The applicant shall merge all parcels relating to the previously approved subdivision project (TTM 161) through a Reversion to Acreage process to effectively extinguish the 16 residential lots, related easements, and internal roadway existing on the project site.
6.) Lot Line Adjustment (LLA): The applicant shall use a Lot Line Adjustment or similar process to create the 34.94-acre project site described in the FEIR from the overall 420-acre Cabin Bar Ranch property.
7.) Terms of Conditional Use Permit (CUP): approval of Conditional Use Permit #2010-03/Crystal Geyser Roxane by the Inyo County Planning Commission is conditioned upon the subsequent approval of General Plan Amendment #2010-01, Zone Reclassification #2010-02, and Reversion to Acreage #2012-01 by the Inyo County Board of Supervisors.

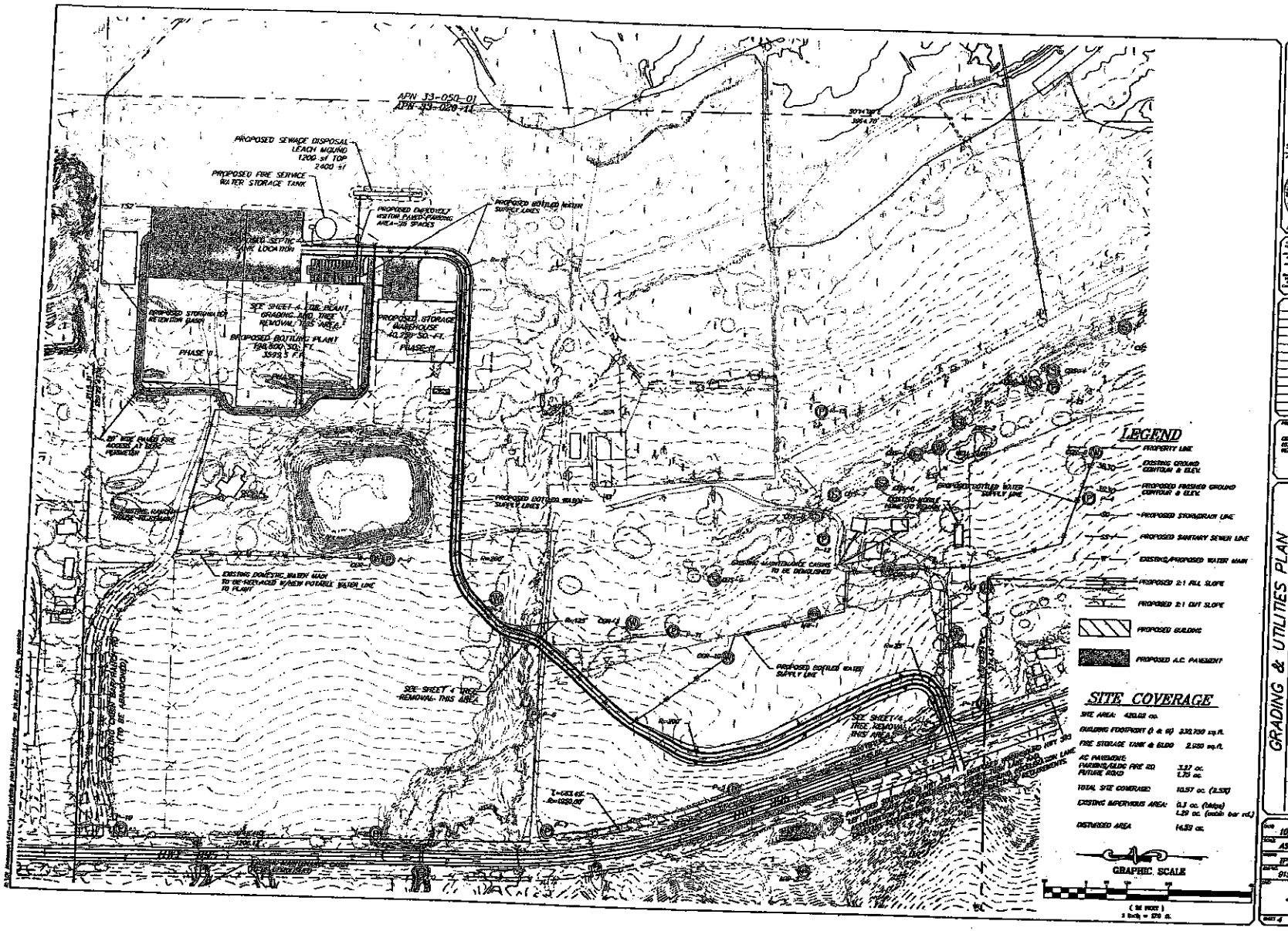
   There shall be a time limit of 5 years for the establishment of the Conditional Use Permit. The allowed withdrawal of water is limited to the 360 acre feet/year analyzed within in the EIR. The Planning Commission may modify or revoke this CUP if it finds that there has been a failure to reasonably comply with the terms of the permit or that the project cannot be continued without causing significant impacts on the environment of Inyo County.

ATTACHMENTS

1. Site Map Set (Sheets 1-6)
2. Reversion to Acreage Map (draft)
3. Draft EIR (see www.inyoplanning.org, under "Current Projects")
4. Final EIR (see www.inyoplanning.org, under "Current Projects")
5. Project Mitigation: Mitigation Monitoring & Reporting Program (MMRP)
6. Planning Commission Resolution
7. Proposed Ordinance

ATTACHMENT #1


PROPOSED SEWAGE DISPOSAL LEACH MOUND
PROPOSED EDGE OF PAVEMENT
PROPOSED FIRE SERVICE WATER STORAGE TANK
152'
RETENTION BASIN
PROPOSED EMPLOYEE/ VISITOR PAVED PARKING AREA-
PROPOSED PAVED LOADING DOCKS/DELIVERY AREA (PHASE
TO BE USED AS CONSTRUCTION STAGING AREA FOR PHASES 1 AND 2
PROPOSED ALTERNATIVE 24' WIDE ACCESS ROAD
LOADING DOCKS
3598.5 TOP DOCK
3595.5 BTM DOCK
GRADING PHASE 2
FF=3599.50
PHASE LINE
BUILDING PHASE 1
FF=3599.50
WAREHOUSE
FF=3599.50
LEGEND
PROPOSED STORMDRAIN LINE
PROPOSED SANITARY SEWER LINE
EXISTING/PROPOSED WATER MAIN
PROPOSED BUILDING
PROPOSED A.C. PAVEMENT
GRAPHIC SCALE
PLANT GRADING AND TREE REMOVAL PLAN
CGR CABIN BAR RANCH
WATER BOTTLING FACILITY
CG ROMANE
10/29/92
AS SHOWN
TP/RP
915.4
5



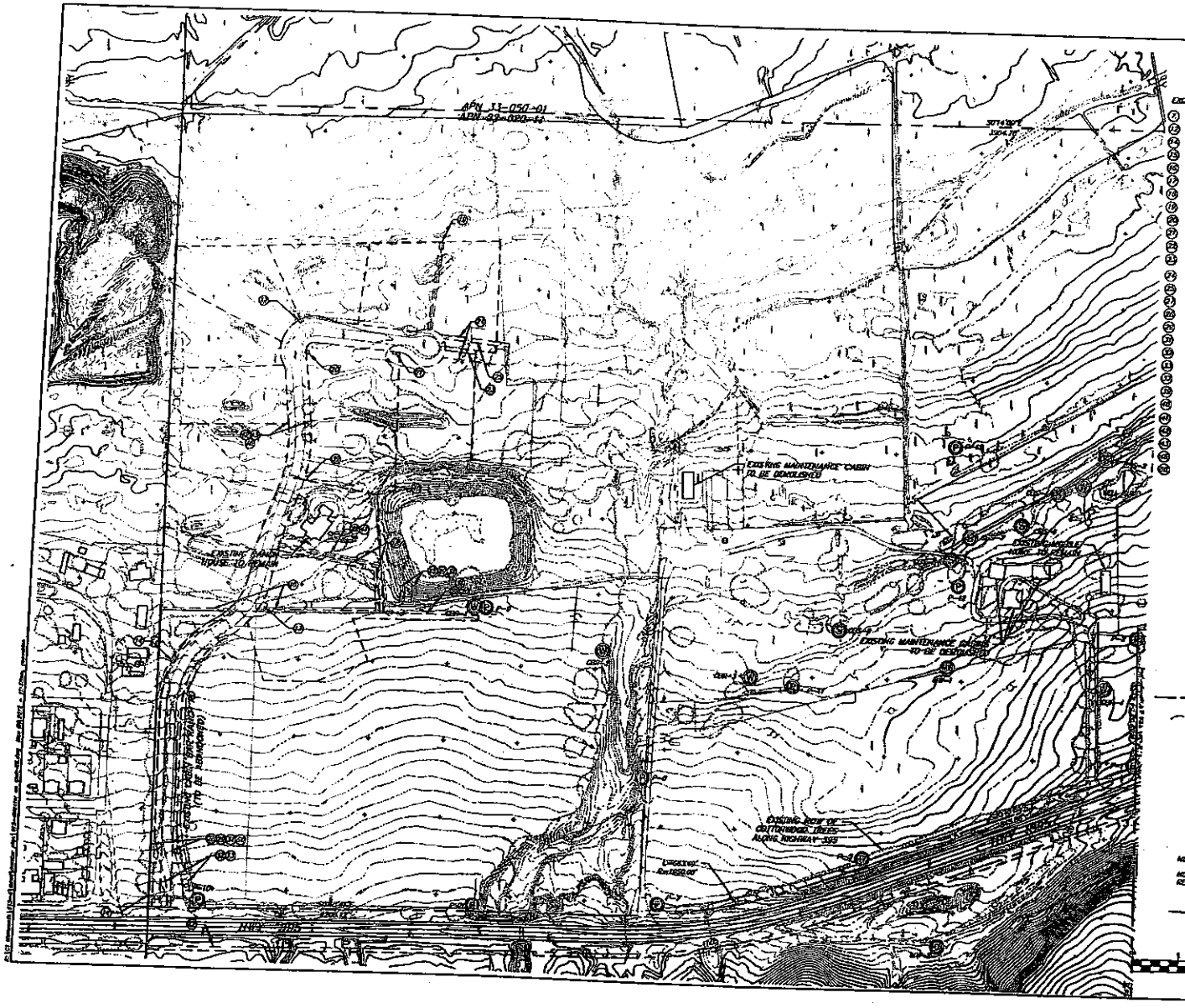
Wind/Adams GROUP
MAMMOTH LAKES
BISHOP
NAPA
REDWOOD CITY
SAN LUIS OBISPO

REVISIONS | DATE

PREPARED FOR
CG ROXANE
4520 STEVENSON DR.
MODESTO, CA 95356

GRADING & UTILITIES PLAN
CGR CABIN BAR RANCH
WATER BOTTLING FACILITY
CG ROXANE

DATE 10/29/13
SCALE AS SHOWN
DRAWN TP/RP
JOB NO. 015.4
SHEET 4
SHEET 4 of 5



EASEMENTS

REF PRELIM TITLE REPORT #32065 3/29/10

EXCEPTION	PURPOSE	RECORD INFO
7	HWY 395	50/94 O.R.
12	UG TELE LINES	231/485 O.R.
14	UG TELE LINES	82/1327 O.R.
15	WATERLINE/PUMP	MB 4/5
16	PUBLIC UTIL	MB 4/5
17	SEWER ESMT	MB 4/5
18	WATER/FIRE LINE	MB 4/5
19	DRAINAGE	MB 4/5
20	DWP	MB 4/5
21	DWP-PUBLIC UTIL	MB 4/5
22	WATER LINE	MB 4/5
23	SEWER LINE	MB 4/5
24	FUTURE STREET	MB 4/5
25	P.U.E.	MB 4/5
27	WATER FACILITIES	82/1422 O.R.
28	WATER FACILITIES	82/1438 O.R.
29	WATER/SEWER SYSTEMS	82/4261 O.R.
30	WATER FACILITIES	82/4262 O.R.
31	INGRESS/EGRESS	82/5147 O.R.
32	INGRESS/EGRESS	82/5149 O.R.
33	SEWER PUMP STATION	82/5291 O.R.
39	PUBLIC UTIL	MB 4/5
40	WATER RESERVOIR	82/3600 O.R.
41	WATER LINE	MB 4/5
42	TELE/COMMUNICATION	82/5145 O.R.
43	POLES/CONDUITS	82/5129 O.R.
45	CABIN BAR RANCH RD	MB 4/5
50	STREET	82/1324 O.R.

LEGEND

PROPERTY LINE

3530 EXISTING GROUND CONTOUR & ELEV.

W EXISTING DOMESTIC WATER PRODUCTION WELL

P EXISTING PIEZOMETER

MW EXISTING MONITORING WELL

S EXISTING SPRING

NOTE:

NO OTHER STRUCTURES EXIST ON REMAINING PROPERTY NOT SHOWN

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

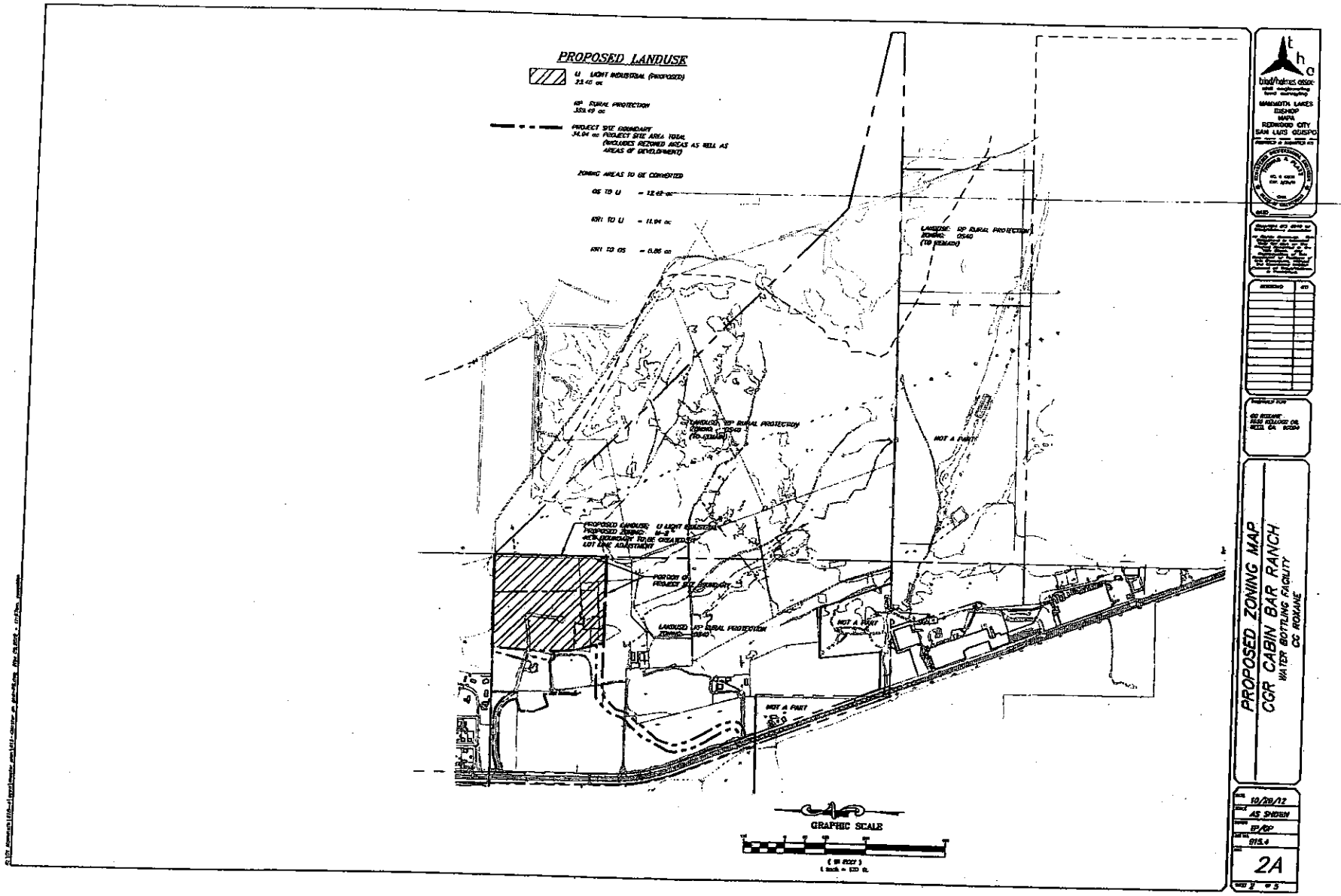
thc
trad/holmes assoc.
civil engineering
land surveying
MAMMOTH LAKES
BISHOP
MAPA
REDWOOD CITY
SAN LUIS OBISPO

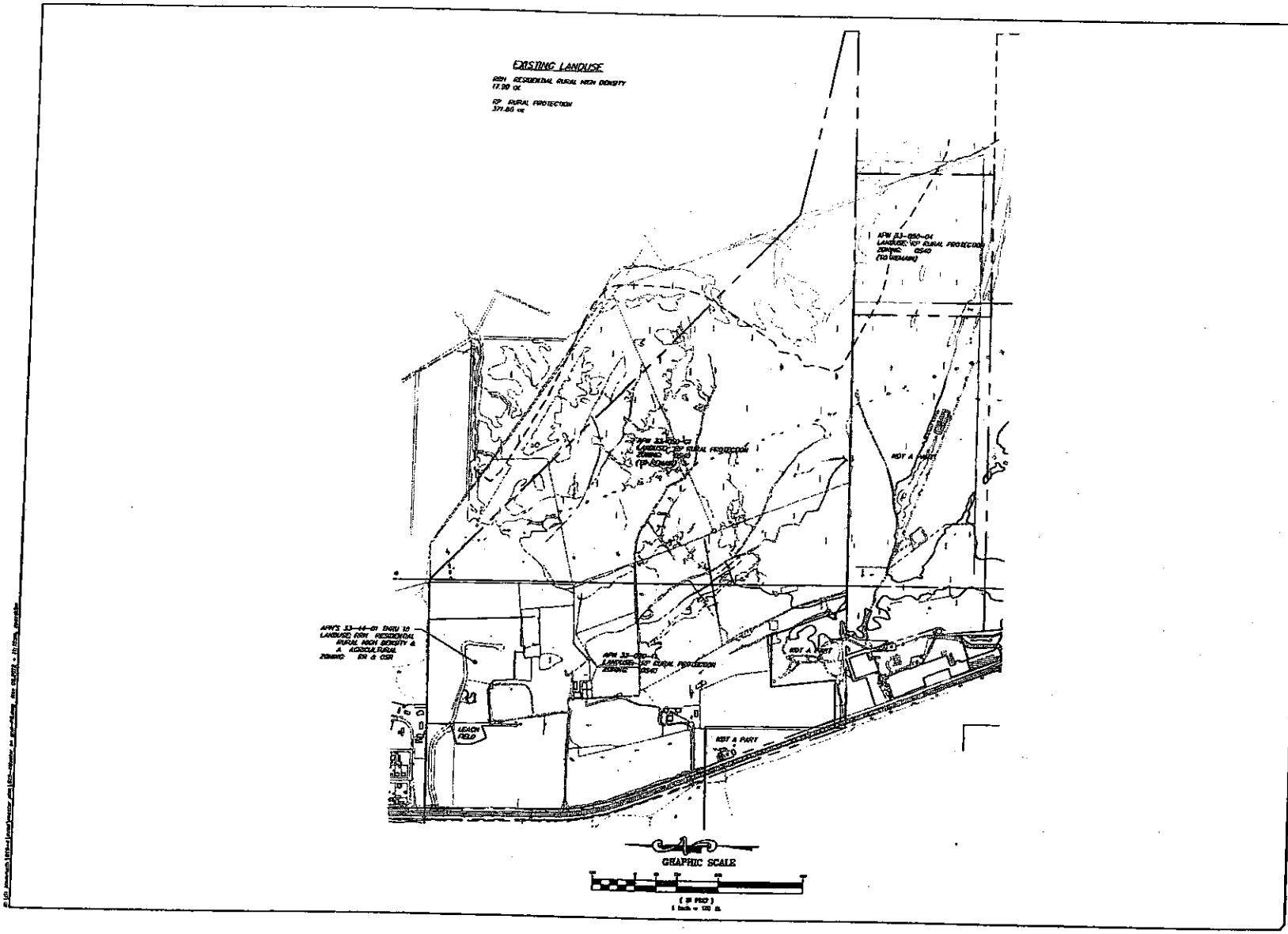
EXISTING SITE MAP AND DEMOLITION PLAN

CGR CABIN BAR RANCH

WATER BOTTLING FACILITY
CG ROXANE

10/29/12
AS SHOWN
TP/GP
915.4
3
SHEET 3 OF 5


PROPOSED LANDUSE
U LIGHT INDUSTRIAL (PROPOSED)
RP RURAL PROTECTION
PROJECT SITE BOUNDARY
34.04 ac PROJECT SITE AREA TOTAL
(INCLUDES REZONED AREAS AS WELL AS AREAS OF DEVELOPMENT)
ZONING AREAS TO BE CONVERTED
OS TO U = 12.42 ac
RR1 TO U = 11.94 ac
RR1 TO OS = 6.86 ac
LANDUSE: RP RURAL PROTECTION
ZONING: OS40
(TO REMAIN)
NOT A PART
PROPOSED LANDUSE: U LIGHT INDUSTRIAL
PROPOSED ZONING: M-2
NEW BOUNDARY TO BE CREATED BY LOT LINE ADJUSTMENT
PORTION OF PROJECT SITE BOUNDARY
LANDUSE: RP RURAL PROTECTION
ZONING: OS40
NOT A PART
NOT A PART
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
bird/holmes assoc.
MAMMOTH LAKES
BISHOP
MAPA
REDWOOD CITY
SAN LUIS OBISPO
PROPOSED ZONING MAP
CGR CABIN BAR RANCH
WATER BOTTLING FACILITY
CG ROXANE
10/29/12
AS SHOWN
815.4
2A
2 of 5



thc
trinity/hollows assoc.
MAMMOTH LAKES
BISHOP
NAPA
REDWOOD CITY
SAN LUIS OBISPO

REVISIONS

CG ROXANE
MUD KELLOGG CR.
ROXA, CA. 95204

EXISTING ZONING MAP
CGR CABIN BAR RANCH
WATER BOTTLING FACILITY
CG ROXANE

10/29/12
AS SHOWN
TP/DP
915.4
2
SHEET 2 OF 5

PROPERTY LEGAL DESCRIPTIONS

PARCEL 1

LOT 8 OF THE NORTHEAST QUARTER, LOT 1 OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 38 EAST, M.D.B.&M., THE NORTH HALF OF LOT 2 OF THE SOUTHWEST QUARTER, FRACTIONAL LOT 3 OF THE NORTHWEST QUARTER, FRACTIONAL SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER AND FRACTIONAL NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 6, ALL IN TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B.&M., IN THE COUNTY OF INYO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT AND APPROVED ON AUGUST 13, 1898.

SAID LAND IS SHOWN UPON RECORD OF SURVEY RECORDED MAY 24, 1960 IN BOOK 6, PAGE 96, RECORDS OF SURVEY.

EXCEPTING THEREFROM LOTS 1 THROUGH 14, INCLUSIVE AND LOTS A, B, AND C, TRACT NO. 161, IN THE COUNTY OF INYO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3D4, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM PARCEL 1 OF PARCEL MAP NO. 3110, IN THE COUNTY OF INYO, STATE OF CALIFORNIA, AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 3 PAGES 33 AND 34 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN'S 33-020-11 AND 33-050-01

PARCEL 5

THE WEST HALF OF THE SOUTH 80 ACRES OF FRACTIONAL SOUTHEAST QUARTER OF SECTION 6 (OR THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER) IN TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B.&M., COUNTY OF INYO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING 1/16 OF ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS CONTAINED HEREIN, AS RESERVED TO THE STATE OF CALIFORNIA, IN PATENT RECORDED IN BOOK 38 PAGE 175 OF DEEDS.

APN 33-050-04

PARCEL 6

LOTS 1 THROUGH 11 INCLUSIVE AND LOTS 14, A, AND D OF TRACT NO. 161, IN THE COUNTY OF INYO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN'S 33-440-01 THRU 33-440-11 AND 33-440-14, 15, AND 17

PARCEL 7

LOT C OF TRACT NO. 161, IN THE COUNTY OF INYO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN 33-440-18

PARCEL 8

LOT 13 OF TRACT NO. 161, IN THE COUNTY OF INYO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN 33-440-12

PARCEL 9

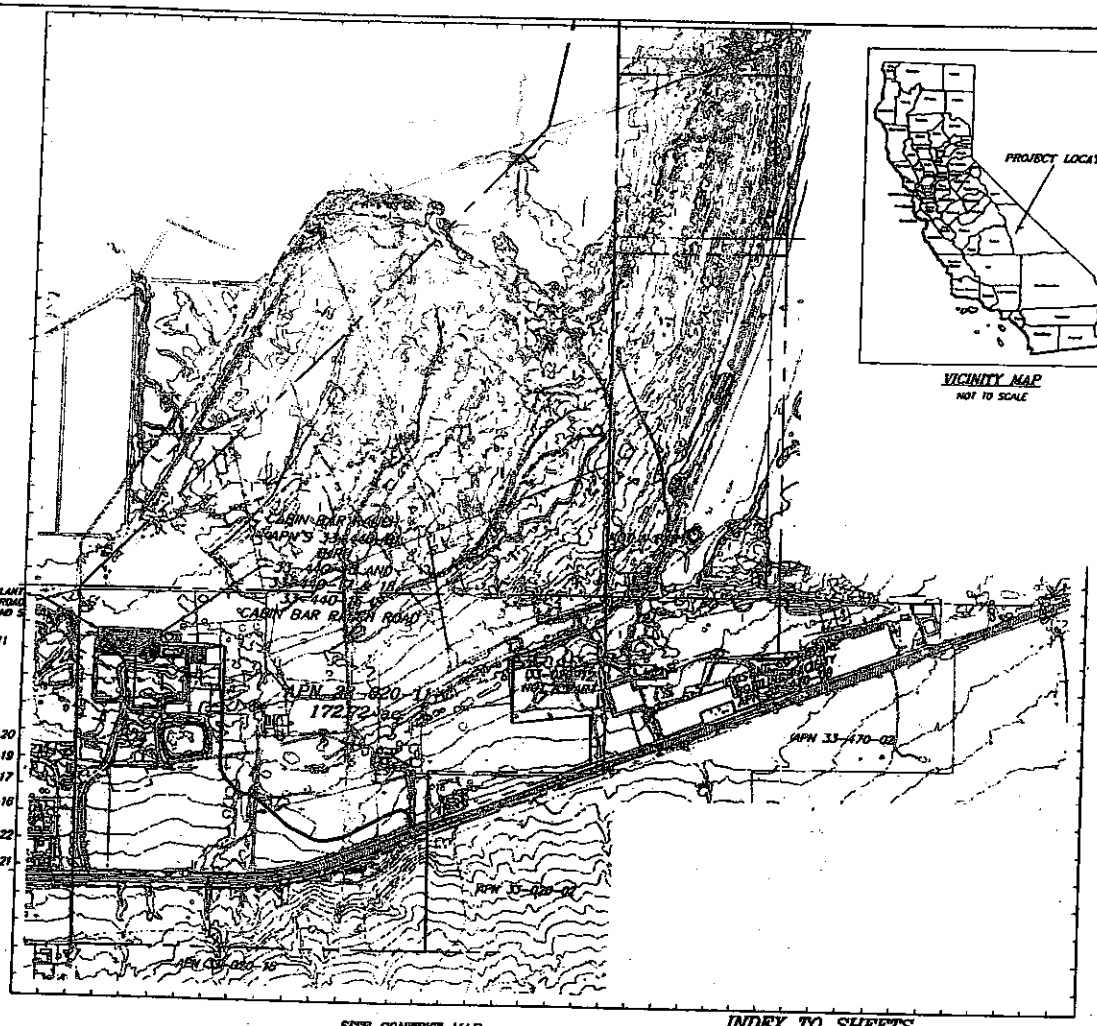
LOT 13 OF TRACT NO. 161, IN THE COUNTY OF INYO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN 33-440-13

PARCEL 10

THAT CERTAIN PARCEL OF LAND SHOWN AS "CABIN BAR RANCH ROAD" ON TRACT NO. 161, IN THE COUNTY OF INYO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN 33-440-16



VICINITY MAP
NOT TO SCALE

SITE DATA

OWNER: C.G. ROXANE
1200 MARTS DRIVE
VEDRA, CA 94924
ATTN: RICK MOORE

ACCESS: MONARCH 325
WATER SUPPLY: DOMESTIC WELL
SEWAGE DISPOSAL: LEACH ROUND

FIRE PROTECTION: OLANCHA FIRE DISTRICT
SCHOOL DISTRICT: N/A
POWER: L.A.D.W.P.
LANDUSE DESIGNATIONS:
AGRICULTURE (A)
RESIDENTIAL RURAL HIGH DENSITY (RRH)
RURAL PROTECTION (RP)

APN 33-020-11	172.72 ac.
APN 33-050-01	103.53 ac.
APN 33-050-04	40 ac.
APN 33-440-01 thru 33-440-19	13.77 ac.
TOTAL	420 ac.±

SITE CONTEXT MAP

GRAPHIC SCALE

(IN FEET)
1 inch = 400 ft.

INDEX TO SHEETS

SHEET 1 - SITE CONTEXT MAP
SHEET 2 - EXISTING ZONING MAP
SHEET 2A - PROPOSED ZONING MAP
SHEET 3 - EXISTING SITE MAP AND DEMOLITION PLAN
SHEET 4 - GRADING AND UTILITIES PLAN
SHEET 5 - PLANT GRADING AND TREE REMOVAL PLAN

MAMMOTH LAKES DISTRICT
MONO
MONTEREY CITY
SAN LUIS OBISPO

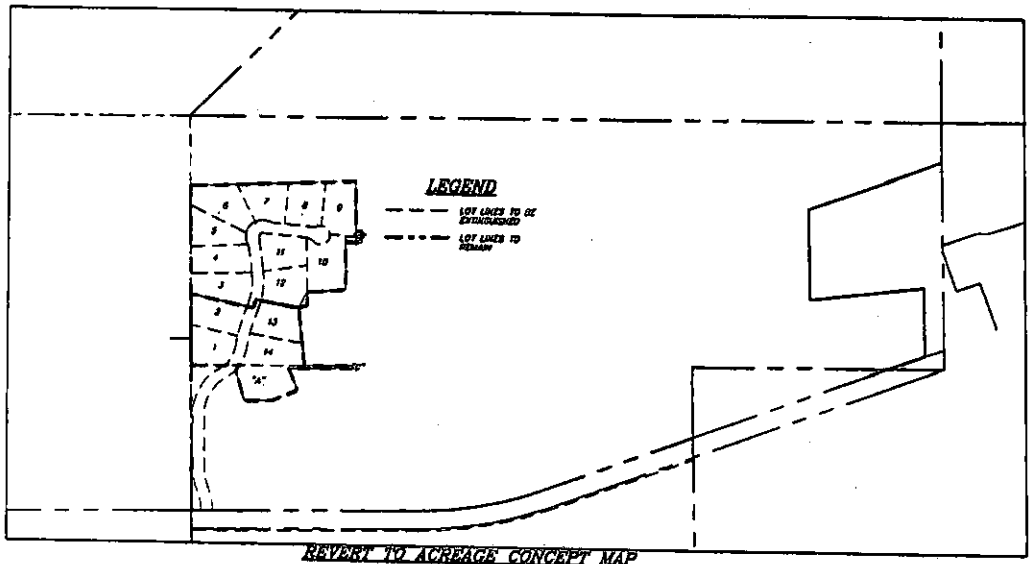
REVISIONS

CG ROXANE
1200 MARTS DR.
VEDRA, CA. 94924

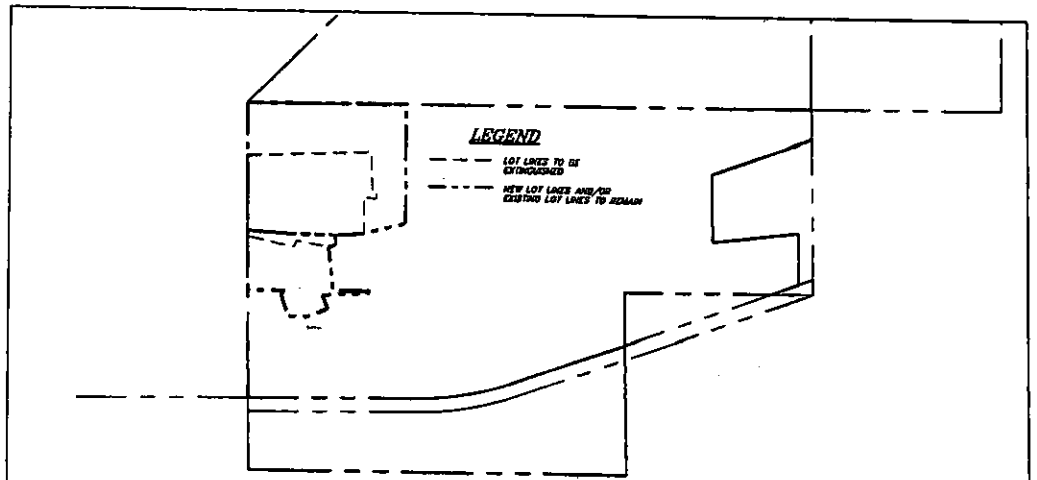
SITE CONTEXT MAP
CGR CABIN BAR RANCH
WATER BOTTLING FACILITY
CG ROXANE

10/29/12
AS SHOWN
TP/DP
615.4
1

ATTACHMENT #2



REVERT TO ACREAGE CONCEPT MAP



FINAL PARCEL CONFIGURATION
AFTER LOT LINE ADJUSTMENT

GRAPHIC SCALE

MAMMOTH LAKES
BISHOP
NAPA
REDWOOD CITY
SAN LUIS OBISPO

CG ROXANE
1620 WILLOW DR.
REED, CA 95094

PROPOSED ZONING MAP
CGR CABIN BAR RANCH
WATER BOTTLING FACILITY
CG ROXANE

10/18/12
AS SHOWN
TP/GP
913.4
2A

ATTACHMENT #3

(See the Draft EIR at Inyo County Planning Department website at www.inyoplanning.org under "Current Project")

ATTACHMENT #4

(See the Final EIR at Inyo County Planning Department website at www.inyoplanning.org under "Current Project")

ATTACHMENT #5

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
1. AIR QUALITY			
Mitigation Measure AQ-1: All active portions of the construction site shall be watered at least twice daily, or less if the site is dampened by natural processes (rain, etc.) sufficiently to suppress dust.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ -2: On-site vehicles' speed shall be limited to 15 miles per hour (mph).	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-3: All on-site roads shall be paved as soon as feasible or watered at least twice daily, or less if the site is dampened by natural processes (rain, etc.), or chemically stabilized.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-4: All material excavated or graded shall be sufficiently watered to suppress dust; watering, with complete coverage, shall occur at least twice daily, or less if the site is dampened by natural processes (rain, etc.), preferably in the late morning and after work is done for the day.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-5: If dust is visibly generated that travels beyond the site boundaries, clearing, grading, earth moving or excavation activities that are generating dust shall cease during periods of high winds (i.e., greater than 25 mph averaged over one hour) or during Stage 1 or Stage 2 smog episodes.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-6: All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.	During construction	During construction	Inyo County Building and Safety Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
2. BIOLOGICAL RESOURCES			
Mitigation Measure BIO-1: *Yellow breasted chat* The presence of the SSC yellow breasted chat is assumed and impacts are determined to be significant, and therefore impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable yellow breasted chat habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Yellow warbler* Should focused surveys determine the presence of the SSC yellow warbler is assumed and impacts are determined to be significant, and therefore impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.	Prior to construction / During construction	Prior to construction / During construction	Inyo County Planning Department California Department of Fish & Game

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
• Off-site purchase and set aside and enhancement of land with suitable yellow breasted chat habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Swainson's hawk* The CDFG considers a nest site to be active if it was used at least once during the past 5 years. Impacts to suitable habitat or individual birds within a five-mile radius of an active nest will be considered significant and to have the potential to "take" Swainson's hawks as that term is defined in Fish and Game Code Section 86. Should focused surveys determine the presence of the State Threatened Swainson's hawk and impacts are determined to be significant, impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation in consultation with the CDFG shall include the following measure which would reduce impacts to less than significant: • Prepare a Swainson's hawk Monitoring and Mitigation Plan. Plans shall be prepared by a qualified biologist approved by the CDFG and the appropriate lead agency and include detailed measures to avoid and minimize impacts to Swainson's hawks in and near the construction areas. For example: • If a nest site is found, design the project to allow sufficient foraging and fledging area to maintain the nest site. • During the nesting season, ensure no new disturbances, habitat conversions, or other project-related activities that may cause nest abandonment or forced fledging occur within 1/2 mile of an active nest during the nesting season, which typically occurs between February 15 and October 14. Buffer zones shall be adjusted in consultation with the CDFG and the lead agency. • Do not remove Swainson's hawk nest trees unless avoidance measures are determined to be infeasible. Removal of such trees shall occur only during the nesting season, which typically occurs during the timeframe of October 15 through February 14.			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
• A worker education component shall be included in the Plan and shall apply to both construction crews and employees at the bottling plant. This component shall include, but may not be limited to, restrictions on parking, vehicular access, and pedestrian access to portions of the project site and surrounding area during the nesting season. The Monitoring and Mitigation Plan shall also include measures for injured Swainson's hawks as well as focus on providing habitat management lands. In addition, the Applicant shall coordinate with the CDFG to determine the need for an Incidental Take Permit in compliance with the State ESA. *Least Bell's vireo* The presence of the Federal and State Endangered least Bell's vireo is assumed and impacts are therefore determined to be significant. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable least Bell's vireo habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. This mitigation can be satisfied with other riparian-warranted mitigation. Furthermore, the Applicant shall coordinate with the USFWS and CDFG to determine the need for a Section 7 consultation in compliance with the Federal ESA and obtaining an Incidental Take Permit in compliance with the State ESA, respectively.			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Southwestern willow flycatcher The presence of this species is assumed on the project site. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable southwestern willow flycatcher habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Western yellow-billed cuckoo* The presence of this species is assumed on the project site. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable western yellow-billed cuckoo habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Pallid and Spotted Bats* The presence of these species are assumed on the project site, Mitigation shall include the following: • Pre-construction surveys for roosting bats must be performed 30 days prior to			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
construction by a qualified biologist to be retained by the applicant. • If roosts are found, a Memorandum of Understanding (MOU) with the CDFG shall be obtained by the contractor in order to remove bat species, or the construction schedule shall be modified to initiate construction after August 1, when young are assumed to have fledged. • Alternative habitat shall be provided if bats are to be excluded from maternity roosts. If this is the case, a species-specific roost with comparable spatial and thermal characteristics shall be constructed and provided. • CDFG and species-specific bat experts shall be consulted regarding specific designs if roost removal becomes necessary.			
Mitigation Measure BIO-2: Prior to the issuance of any grading permit in the areas designated as red willow thicket, a mitigation and monitoring plan shall be prepared. The plan shall focus on the creation of equivalent habitats within disturbed habitat areas of the study area and/or off-site areas beyond the study area with suitable soils and hydrology. In addition, the plan shall provide details as to the implementation of the plan, maintenance, monitoring, success criteria, and long-term management. Mitigation for impacts to this sensitive plant community shall be offset by on- or off-site replacement, restoration, or enhancement of each respective sensitive plant community at a mitigation-to-impact ratio of no less than 1:1 in one or more of the following ways, which would reduce impacts to below a level of significance. The Applicant shall work with a biologist or restoration specialist experienced with planning and implementing mitigation for plant communities in California. • Prior to disturbance activities, on- or off-site transplantation and/or seed and topsoil collection and seeding of individual plant species to a site where suitable habitat conditions exist shall be implemented. • Seeding of sensitive plant community species. • Planting of container plants of sensitive plant community species. • Salvage of duff and seed bank prior to disturbance activities, and subsequent dispersal.	Prior to construction	Prior to construction	Inyo County Planning Department California Department of Fish & Game

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
A 1:1 mitigation ratio for impacts to sensitive plant communities is considered to be adequate due to the disturbed condition of such communities on-site today (for example, the on-site red willow thicket contains invasive plant species as well as ornamental trees and shrubs).			
Mitigation Measure BIO-3: Prior to the issuance of any grading permit for impacts jurisdictional features, the project applicant shall obtain a CWA Section 404 Permit from the ACOE, a CWA Section 401 Water Quality Certification from the RWQCB, and California FGC Section 1602 Streambed Alteration Agreement from the CDFG. Mitigation for impacts to ACOE, RWQCB, and CDFG jurisdictional features shall include one or more of the following measures, which would reduce impacts to below a level of significance: • On- and/or off-site replacement of ACOE/RWQCB jurisdictional "waters of the U.S."/"waters of the State" and wetlands at a ratio no less than 1:1 mitigation to impact ratio, or as required by the agencies. Off-site replacement may include the purchase of mitigation credits at an agency-approved mitigation bank or payment into an in-lieu fee agreement. • On- and/or off-site replacement of CDFG jurisdictional streambed and associated riparian habitat at a ratio no less than 1:1 replacement to impact ratio, or as required by CDFG. Off-site replacement may include the purchase of mitigation credits at a CDFDG-approved mitigation bank or payment into an in-lieu fee agreement.	Prior to construction	Prior to construction	US Army Corps of Engineers Lahontan Regional Water Quality Control Board California Department of Fish and Game
Mitigation Measure BIO-4: Riparian and Wetland Monitoring and Adaptive Management Program • Riparian and wetland vegetation associated with jurisdictional features regulated by the USACE, RWQCB, and/or CDFG, exist within and adjacent to the proposed project. As suggested by the *Hydrogeologic Evaluation* provided in **Appendix F** of the Draft EIR , this riparian and wetland vegetation is supported by the groundwater table which receives hydrologic inputs from rain and snowmelt runoff, and likely affects the shallow aquifer that contributes to surface flow from natural seeps and springs associated with geologic fracturing and fault scarps such as the Spring Line fault. Mitigation measure HYDRO-3 in **Section 4.G**, *Hydrogeology & Surface Hydrology*, requires a comprehensive Groundwater Monitoring, Mitigation, and Reporting Program to be developed that will evaluate the impacts of project-related groundwater pumping on static groundwater levels in the	Prior to and during project operation	Prior to and during project operation	Inyo County Water Department US Army Corps of Engineers Lahontan Regional Water Quality Control Board California

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
project area. However, it is not known to what degree on-site riparian and wetland vegetation are dependent on spring flows and shallow aquifer levels. Therefore, the potential for impacts associated with the proposed project increase in extracting groundwater cannot be accurately determined based on available information. Due to this uncertainty, a Riparian and Wetland Monitoring and Adaptive Management Program (RWMAMP) for vegetation associated with jurisdictional areas, is proposed as mitigation. • The RWMAMP is designed with a performance standard to respond to any significant loss of riparian and wetland vegetation and habitats within jurisdictional areas, due to the increased pumping and production. The County, as lead agency for the proposed project, will be the entity responsible for ensuring the RWMAMP is implemented and annual reports are prepared. In addition, the need for responsive measures and how they will be carried out will be documented. As trustee agencies, the state and federal resource agencies, as appropriate, will be provided copies of the annual reports and related documentation concerning responsive measures for their review and comment. • **Approach.** The methodology for monitoring is a variation of methods presented in Monitoring the Vegetation Resources in Riparian Areas (Winward 2000). This General Technical Report prepared by the U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station, provides information on the use and application of three sampling methods to inventory and monitor the vegetation resources in jurisdictional areas. These methods are: 1) the vegetation cross-section method that evaluates the health of vegetation across a riparian corridor; 2) the greenline method that provides a measurement of the streambed associated vegetation and/or wetlands; and, 3) the woody species regeneration that measures the density and age class structure of shrub and tree species that may be in the sampling area. It should be noted that modifications made to the Winward methodology and incorporated into the RWMAMP are intended to reduce observer variability as discussed in Coles-Ritchie, et. al. (2004). • **Assessment of Vegetation Health.** The vegetation cross-section method will consist of at least five permanently marked line-point transects aligned perpendicular to USACE, RWQCB, and CDFG jurisdiction associated with Cartago Creek and the edge of the wetland area at three (3) established monitoring stations. The transects will be placed in such a way to best represent the riparian and/or wetland communities being monitored and, to			Department of Fish and Game

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
the extent practicable, will be long enough to span the observed riparian corridor and delineated wetland edge. Species composition and cover will be obtained by collecting data on species present every 0.5 meter (approximately 20 inches). Cover data will be determined by dividing the number of points where vegetation cover is observed by the total number of points on the transect. Composition data will be determined by dividing the number of points where a particular plant species is observed by the total number of points where vegetation cover is observed on the transect. Photographs will also be taken in the direction of the transect from the start and end points). • **Measurement of Riparian and Wetland Vegetation.** The greenline method will be used to provide an indication of the immediate riparian and wetland edge vegetation composition associated with jurisdictional areas. The greenline itself will be identified by the edge of riparian and wetland vegetation. As such, the greenline method is designed to account for a continuous line of vegetation along the wetland edge and on each side of Cartago Creek (excepting road and trail crossings) even when this line of vegetation occurs several feet above or away from the stream's edge (usually the ordinary high water mark). The greenline transect will begin at the crossing of the most "uphill" cross-section transect, on the right side (looking downstream) of Cartago Creek and the most "uphill" cross-section transect across the wetland edge. Using the step transect method, the monitor will proceed downstream a minimum of 100 meters (approximately 328 feet and considered to be the minimum distance needed to encompass the potential variation within a riparian complex), cross Cartago Creek, and walk upstream on the opposite side of the creek until opposite the starting point. In the case of the wetland edge, the transect will follow the edge in one direction only. Data on riparian and wetland plant species (obligate and facultative hydrophytes) canopy and understory will be collected every four (4) steps (approximately 8 feet). Percent cover and species composition will be calculated as described above for the cross-section method.). • **Measurement of Woody Riparian Species Regeneration.** Woody species regeneration will be measured by using the same transects used for greenline measurements. At each data collection step for the greenline method, the observer will use a 1-meter stick to collect data on woody vegetation within a circle having a radius of one (1) meter from the toe-point of the step. All woody plants rooted within the circle will be tallied based on age-class categories (sprout, young, mature, decadent and dead, as defined by Winward			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
(2000). Data will be analyzed for age class distribution and species composition as described above. • **Monitoring Stations and Monitoring Regime.** To best elucidate the relationship between the increased pumping and the maintenance, health, and vigor of riparian and wetland vegetation, as well as the role of rain, snowmelt runoff, and/or inputs from several natural seeps and springs along its length, and natural accretion in supporting riparian and wetland vegetation in the area, three monitoring stations will be established: 1) just upstream from the point where Cartago Creek's bed and bank characteristics are lost due to sheet flow; and 2) at two locations where existing natural springs exist that can be monitored along one or more of the five transects established at each monitoring station near the proposed plant facility, 3) at a location removed from the proposed plant facility. The measurement of baseline, or starting conditions, following the methods outlined above, will be conducted prior to the commencement of project operation. Monitoring at these stations, following the methods outlined above, will take place in mid- to late August during each year of monitoring; monitoring will take place for six years following the buildout of each of the two proposed project phases, for a total duration of 12 years of monitoring. Monitoring will be conducted annually for the first three (3) years following buildout of each project phase in order to discern the potential loss of riparian wetland vegetation in the area, and implement responsive measures if necessary, as set forth below. Following year three (3) of monitoring following buildout of each project phase, if no loss of riparian and wetland communities is detected due to the increased pumping, monitoring will take place at year six (6) following the buildout of each project phase following the onset of increased pumping. If, at the end of the entire 12-year monitoring program, no significant loss of riparian and wetland communities is detected, the monitoring program will be terminated. • **Assessment of Monitoring Data.** The effects of increased pumping, if any, will be assessed through examination of the various data collected during monitoring and the identification of trends regarding the stability of the riparian and wetland communities being monitored. First, the percent cover of obligate and facultative hydrophytes obtained through application of the vegetation cross-section method will be analyzed. Should the percent cover of these plant species exhibit a decreasing trend and/or decrease on a			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
cumulative basis by more than 20 percent of their baseline values at any time during the monitoring program, responsive measures will be implemented as presented below. Second, should the percent cover along the greenline exhibit a decreasing trend and/or decrease on a cumulative basis by more than 20 percent of their baseline values at any time during the monitoring program, responsive measures will be implemented as set out below. Third, should the woody recruitment data exhibit a decreasing trend in young (>3 years old) or mature riparian woody plants and/or decrease on a cumulative basis by more than 20 percent of their baseline values, again, adaptive management measures will be implemented as set out below. Assessment of all three data sets will be used to determine the need and type of adaptive management measures to be implemented. It should also be noted, however, that in its analysis, the monitoring program will assess any losses stipulated above against the amount of snow- melt runoff and rainfall in that year. That is, during dry years, the health and vigor of hydrophytic plants may decrease independent of the increased pumping. Conversely, hydrophytes may flourish during wet years. In both cases, consideration will be made for climatic conditions when examining community and population trends.			
• **Adaptive Management Measures.** The adaptive management strategy for identified degradation and/or loss of riparian and wetland communities within jurisdictional areas shall include creation, restoration and/or enhancement of riparian and/or wetland habitat. The adaptive management shall be accomplished in one or more of the following ways, as determined by the Inyo County Water Department in consultation with the applicant: a) a short-term and/or long-term reduction in pumping of the project's water supply wells; b) creation, restoration and/or enhancement of habitat on property owned by Crystal Geyser; c) creation, restoration and/or enhancement outside the property, but within lower Owens River Basin; and cd) payment of in lieu fees to an existing riparian or wetland mitigation/conservation bank and/or existing management and/or enhancement program in the Eastern Sierra region. The selection of a site or program to which adaptive management measures will be applied will set a priority for locations where the highest benefit to habitat can be realized. The payment of in lieu fees, if such a program exists, will fulfill these requirements, in part or in full. For adaptive management entailing habitat creation, restoration and/or enhancement, a Habitat Management and Monitoring Plan shall be prepared for review and approval by the County and trustee agencies, as			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
appropriate. The plan will stipulate success criteria for the habitat being created, restored and/or enhanced and will be monitored by a qualified restoration ecologist for five years or until such time as the success criteria are met, but no sooner than one year following cessation of all inputs (e.g., soil amendments, irrigation, etc.) to the creation, restoration and/or enhancement project. The success criteria will address requirements for no significant net loss of riparian and/or wetland habitat regulated by the USACE, RWQCB, and/or CDFG and will focus on habitat replacement to the extent practicable and satisfactory to the participating trustee resource agencies. • **Reporting Procedures.** Annual reports and data records will be submitted by the monitor to the County at the end of each year of monitoring. Following the submittal and depending on the need for adaptive management responses or remedial action, the County may elect to consult with trustee agencies.			
Mitigation Measure BIO-5: The Applicant shall be responsible for implementing mitigation to reduce potential impacts to migratory raptor and songbird species to below a level of significance by the following: (1) Vegetation removal activities shall be scheduled outside the nesting season for raptor and songbird species (typically September 1 to February 14) to avoid potential impacts to nesting species (this will ensure that no active nests will be disturbed and that habitat removal could proceed rapidly); and/or (2) Any construction activities that occur during the raptor and songbird nesting season (typically February 15 to October 14) shall require that all potentially impacted suitable habitat be thoroughly surveyed for the presence of nesting raptor and songbird species by a qualified biologist before commencement of clearing. If any active nests are detected, a buffer of at least 300 feet (500 feet for raptors) shall be delineated, flagged, and avoided until the nesting cycle is complete as determined by the qualified biologist to minimize impacts.	Prior to construction	Prior to construction	California Department of Fish and Game
3. ARCHAEOLOGICAL/PALEONTOLOGICAL RESOURCES			
Mitigation Measure ARCH-1a: The Applicant shall retain a qualified archaeological monitor and Native American monitor who shall be present during construction excavations such as grading, trenching, grubbing, or any other construction excavation activity associated with the proposed project. The frequency of monitoring shall be based on the rate of excavation and	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
grading activities, proximity to known archaeological resources, the materials being excavated (native versus fill soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the archaeological monitor and native American monitor.			
Mitigation Measure ARCH-1b: In the event that archaeological resources are unearthed during ground-disturbing activities, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated. Work shall be allowed to continue outside of the vicinity of the find. All archaeological resources unearthed by project construction activities shall be evaluated by the archaeologist. The Applicant shall coordinate with the archaeologist, the County, and the Native American representative to develop an appropriate treatment plan for the resources. Treatment may include implementation of archaeological data recovery excavations to remove the resource or preservation in place. The landowner, in consultation with the archaeologist, the County, and the Native American representative shall designate repositories in the event that archaeological material is recovered.	During construction	During construction	Inyo County Planning Department
Mitigation Measure ARCH-1c: The archaeological monitor shall prepare a final report at the conclusion of archaeological monitoring. The report shall be submitted by the Applicant to the County, the Eastern Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, treatment of the resources, and evaluation of the resources with respect to the California Register of Historical Resources and the National Register of Historic Places.	During construction	During construction	Inyo County Planning Department
Mitigation Measure ARCH-2a: If human remains are encountered unexpectedly during implementation of the proposed project, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment. Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in Subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.			
Mitigation Measure ARCH-3a: If construction excavations will reach depths of five feet or greater, a qualified paleontologist shall attend a pre-grading/excavation meeting and develop a paleontological monitoring program for excavations into older Quaternary Alluvium deposits. A qualified paleontologist is defined as a paleontologist meeting the criteria established by the Society for Vertebrate Paleontology. The qualified paleontologist shall supervise a paleontological monitor who shall be present at such times as required by the paleontologist during construction excavations below five feet or greater into older Quaternary Alluvium deposits. Monitoring shall consist of visually inspecting fresh exposures of rock for larger fossil remains and, where appropriate, collecting wet or dry screened sediment samples of promising horizons for smaller fossil remains. The frequency of	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
monitoring inspections shall be determined by the paleontologist and shall be based on the rate of excavation and grading activities, the materials being excavated, and the depth of excavation, and if found, the abundance and type of fossils encountered.			
Mitigation Measure ARCH-3b: If a potential fossil is found, the paleontological monitor shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation and, if necessary, salvage. At the paleontologist's discretion and to reduce any construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing. Any fossils encountered and recovered shall be prepared to the point of identification and catalogued before they are donated to their final repository. Any fossils collected shall be donated to a public, non-profit institution with a research interest in the materials, such as the Eastern California Museum or the Natural History Museum of Los Angeles County. Accompanying notes, maps, and photographs shall also be filed at the repository.	During construction	During construction	Inyo County Planning Department
Mitigation Measure ARCH-3c: The paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, as well as a description of the fossils collected and their significance. The report shall be submitted by the Applicant to the lead agency, the Eastern California Museum, the Natural History Museum of Los Angeles County, and other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.	During construction	During construction	
3. HISTORICAL RESOURCES			
Mitigation Measure HIST-1: As part of the project, Residence 2 will be demolished. Residence 2 contains squared timber construction which appears to remain from the ca. 1871 cabin and has a potential to yield important information about significant historic activities conducted on the project site associated with the period of significance, ca. 1871-1883. The squared timber construction of the extant visible wall and any other historic fabric associated with the period of significance that may exist inside other walls, roof and floor of Residence 2, have a potential to yield important information about the site. The project applicant shall retain a qualified architectural historian or historical archaeologist to conduct construction monitoring during demolition of Residence 2. Any important historic fabric or artifacts associated with the period of significance, ca. 1871-1883, shall be fully recorded in	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
photographic images and written manuscript notes. Significant material retrieved from the site shall be salvaged, inventoried and properly archived in a suitable publically accessible historical collection for further analysis and interpretation. A qualified architectural historian, historical archaeologist or historic preservation professional who satisfies the Secretary of the Interior's Professional Qualification Standards for History, Archaeology, or Architectural History pursuant to 36 CFR 61, shall prepare the necessary written and illustrated documentation in a construction monitoring and data recovery report. This document shall record the history of Residence 2 during the period of significance as well document its present physical condition through site plans; historic maps and photographs; sketch maps; 35mm photography; and written data and text. All documentation components shall be completed in accordance with the Secretary of the Interior's Standards for Historical Documentation. The completed documentation shall be placed on file at the Eastern Information Center (CHRIS-EIC), University of California, Riverside, CA; the Eastern California Museum; and the County of Inyo Public Library.			
Mitigation Measure HIST-2: The Applicant shall retain a qualified archaeological monitor for ground disturbing activities associated with the proposed project. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known archaeological resources, the materials being excavated (native versus fill soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the archaeological monitor.	During construction	During construction	Inyo County Planning Department
Mitigation Measure HIST-3: In the event that historic period archaeological resources are unearthed during ground-disturbing activities, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated. Work shall be allowed to continue outside of the vicinity of the find. All archaeological resources unearthed by Project construction activities shall be evaluated by the archaeologist. The Applicant shall coordinate with the historic archaeologist and the County to develop an appropriate treatment plan for the resources. Treatment may include implementation of archaeological data recovery excavations to remove the resource or preservation in place. The landowner, in consultation with the historic archaeologist and the County, shall designate repositories in the event that archaeological material is recovered.			Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Mitigation Measure HIST-4: The archaeological monitor shall prepare a final report at the conclusion of archaeological monitoring. The report shall be submitted by the Applicant to the County, the Eastern Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, treatment of the resources, and evaluation of the resources with respect to the California Register of Historical Resources and the National Register of Historic Places.	During construction	During construction	Inyo County Planning Department
Mitigation Measure HIST-5: If human remains are encountered unexpectedly during implementation of the proposed project, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment. Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in Subdivision (k) of	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.			
4. HYDROGEOLOGY & SURFACE HYDROLOGY			
Mitigation Measure HYDRO-1: During the initial sequential activation of the first two production lines after Phase I building has been completed, all three wells shall be utilized so that the total groundwater demand is spread between the three wells, as opposed to pumping only one well at full capacity while leaving the other two wells idle. This will mitigate water level drawdown impacts in the vicinity of any one pumping well.	During project operation	During project operation	Inyo County Planning Department Inyo County Water Department
Mitigation Measure HYDRO-2: The applicant shall submit a Groundwater Monitoring, Mitigation, and Reporting Plan (prepared by a qualified hydrogeologist or other specialist approved in advance by the Inyo County Water Department) to the Inyo County Water Department for review and approval prior to the operation of the three water supply wells, as follows: • The Plan shall be submitted to the Inyo County Water Department at least three months prior to the commencement of project operation to allow for adequate review time and any necessary revisions. • The Plan shall provide a detailed methodology for monitoring background groundwater levels. The monitoring period shall include pre-operation and project operation. The Plan shall establish pre-operation and project-related groundwater level trends that can be quantitatively compared against predicted trends near the project pumping wells and potentially impacted resources. • The Plan shall include the applicant's existing model for predicting changes in the groundwater flow system resulting from the project. This model has the capability to assess changes in hydraulic head, flow rate, flow direction, and water budget. In addition,	Prior to and during project operation	Prior to and during project operation	Inyo County Water Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
the Plan shall include model runs which predict effects of the planned groundwater pumping for the project on off-site wells. • The Plan shall define triggers for on-site monitoring wells that correspond to potential impacts on off-site wells. The triggers shall be based on the results of monitoring and modeling. The applicant shall also use the model to provide an evaluation of the sustainability of the water supply for the life of the project, including the cumulative sustainability when considered with other pumping occurring or projected to occur in the groundwater basin. • The Plan shall also include the following: 1. Initiation: Provisions for initiation of evaluation of the water level data; 2. Verification: A plan for verifying the predictive tools described above and for revising or recalibrating the tools as necessary; and 3. Revisions: A plan for revising thresholds as dictated by new data concerning system response to project operation. • Monitoring. Water level monitoring shall be conducted and reported at monthly intervals for the first two years of project operation following each phase of project buildout. Data shall be collected and analyzed by a qualified specialist to be retained by the applicant and approved by the Inyo County Water Department. Monitoring reports shall be prepared by the applicant's approved specialist and submitted to the Inyo County Water Department within 20 days of data collection. After the first two-year operational and monitoring period following each phase of project buildout, the applicant's approved specialist shall evaluate the data. If appropriate, the applicant's approved specialist shall recommend whether the monitoring program shall be revised or eliminated, based on observed groundwater level changes as compared with predicted modeling, and on the consistency of the data collected. The final determination of whether the monitoring program is to be revised or eliminated shall be made by the Inyo County Water Department. Off-Site Well Impacts. In the event that a well owner notifies the Inyo County Water Department that impacts to off-site wells have occurred or will occur due to the project, and impacts are confirmed through verifiable data as determined by the Inyo County Water			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Department, the applicant shall take one or more of the following steps in consultation with and as approved by the Inyo County Water Department to maintain less than significant impacts: (1) a short-term or long-term reduction in pumping from one or more wells at the Cabin Bar Ranch or other wells within its control, (2) direct provision of water from Crystal Geyser to the impacted well owner(s), and/or (3) direct financial compensation from Crystal Geyser to the impacted owner(s) for the costs to modify well(s) and/or for increased electrical costs. Disputes as to the cause of well water drawdown or appropriate corrective measures shall be resolved by the County. It is understood that the Inyo County Water Department will consider, but will not be limited to, the following as part of its confirmation of impacts and mitigation for off-site well impacts: 1. Mitigation for project effects on off-site wells shall depend upon the specific characteristics of each well, and the use of the well. 2. The applicant shall work with the Inyo County Water Department to evaluate wells that may be affected by groundwater drawdown as the project progresses. 3. The Inyo County Water Department shall consider in its evaluation the applicant's monitoring data, as required pursuant to this mitigation measure, and the groundwater model, as it may be amended.			
Mitigation Measure HYDRO-3: The project applicant shall retain qualified groundwater professionals to evaluate water quality as set forth in this mitigation measure, since pumping is conducted continuously and groundwater conditions may change. Examples of such data review and interpretation may include, but not be limited to, the following: • To establish a database where possible long-term trends and changes in water quality may be evaluated, groundwater samples shall be collected at least once every three years from the pumping wells and key groundwater monitoring wells for analysis of physical constituents (e.g., temperature, electrical conductivity, turbidity, pH; general minerals, trace metals; and the radiological constituents is recommended.	During project operation	During project operation	Inyo County Water Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
• Plot the production quantities from each well, along with rainfall and SWLs, in order to assess the impact of pumping on SWLs in all monitored sites. • Plot temporal changes in key water quality constituents in groundwater samples from the wells. Typical key water quality constituents include total dissolved solids, electrical conductivity and selected cations, such as calcium, magnesium, sodium and boron, and cations, such as bicarbonate, sulfate and chlorides. Tracking changes in these constituents in those wells close to the Spring Line fault may provide indication of any possible intrusion of brackish groundwater from the east side of the fault into the aquifers on the west side of the fault. • In the event that verifiable data are presented to the Inyo County Water Department demonstrating impacts to water quality due to the applicant's pumping activities, the applicant shall undertake a short-term or long-term reduction in pumping from one or more wells at the Cabin Bar Ranch to maintain less than significant impacts, in consultation with and as approved by the Inyo County Water Department.			
5. NOISE			
Mitigation Measure NOISE-1: Noise-generating equipment operated at the project site shall be equipped with the most effective noise control devises, i.e., mufflers, lagging, and/or motor enclosures. All equipment shall be properly maintained to assure that no additional noise, due to worn or improperly maintained parts, would be generated.	During construction	During construction	Building and Safety Department
Mitigation Measure NOISE-2: A 15-foot-tall temporary noise barrier shall be provided along north boundary of the project site to block line-of-sight to the residential uses north of the project site.	During construction	During construction	Building and Safety Department
6. TRAFFIC			
Mitigation Measure TRANS-1: To ensure truck and motorist safety, the proposed internal access roadway shall be constructed at the onset of Phase I construction activities.	Onset of Phase I construction	Onset of Phase I construction	Inyo County Planning Department

ATTACHMENT #6

RESOLUTION NO. 2012-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT CONCERNING, AND MAKE CERTAIN FINDINGS WITH RESPECT TO, AND APPROVE, GENERAL PLAN AMENDMENT #2010-01/CRYSTAL GEYSER ROXANE, ZONE RECLASSIFICATION #2010-02/CRYSTAL GEYSER ROXANE, REVERSION TO ACREAGE #2012-01/CRYSTAL GEYSER ROXANE, AND CONDITION THE PLANNING COMMISSION'S APPROVAL OF CONDITIONAL USE PERMIT #2010-03/CRYSTAL GEYSER ROXANE ON THE BOARD OF SUPERVISOR'S SUBSEQUENT APPROVAL OF THE ABOVE ACTIONS FOR THE CRYSTAL GEYSER ROXANE CABIN BAR RANCH WATER BOTTLING PLANT PROJECT (APNs 033-020-11; 033-050-01; 033-050-04; 033-440-01 THROUGH -18)

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of Inyo County Code has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15002 of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, pursuant to Section 15025 of the State CEQA Guidelines and Section 15.12.040 of the Inyo County Code (CEQA Procedures), the Planning Commission is responsible for the environmental review of all County projects; and

WHEREAS, on April 19, 2010, Crystal Geyser Roxane submitted an application for General Plan Amendment #2010-01/Crystal Geyser Roxane, Zone Reclassification #2010-02/Crystal Geyser Roxane, and Conditional Use Permit #2010-03/Crystal Geyser Roxane, to establish a water bottling plant on a site within the 420-acre Cabin Bar Ranch property located adjacent, on the south, of the town of Cartago; and

WHEREAS, on September 14, 2011, an Initial Study and Environmental Checklist was prepared and circulated to interested parties for a 30-day comment period, ending on October 20, 2011, with a Public Comment Scoping Meeting in Olancha, CA, held on September 29, 2011; and

WHEREAS, following the close of the comment period for the Initial Study and Environmental Checklist, it was determined that a Draft Environmental Impact Report (DEIR) should be prepared, pursuant to CEQA concerning applications for General Plan Amendment #2010-01/Crystal Geyser Roxane and Zone Reclassification #2010-02/Crystal Geyser Roxane, which would change the existing land use designations and zoning for a 34.94-acre site adjacent (on the south) to the town site of Cartago, from Rural Protection (RP) and Residential Rural High Density (RRH) to Light Industrial (LI), and from Open Space, 40-acre minimum (OS-40), and Rural Residential (RR) to Light Industrial (M-2), respectively, and from Residential Rural High Density (RRH) to Rural Protection (RP), and from Rural Residential (RR) to Open Space, 40-acre minimum (OS-40), respectively; Conditional Use Permit #2010-03/Crystal Geyser Roxane, which allows for a water bottling plant in the Light Industrial Zone;

and Reversion to Acreage #2012-01/Crystal Geyser Roxane, which extinguishes the lot lines, easements, and internal roadway for an undeveloped subdivision within the site; and

WHEREAS, a Draft Environmental Impact Report (DEIR) was prepared for the project and circulated to the State Clearinghouse, all affected agencies, and all interested parties for public review and comment pursuant to the provisions of CEQA for a 45-day public review period (with an additional week extension) as required by Section 15.32.060 of Inyo County Code, commencing on August 15, 2012 and ending on October 8, 2012, with twenty-five comments received; and

WHEREAS, addition notification of General Plan Amendment #2010-01/Crystal Geyser Roxane was made to local Native American Tribes under the provisions of California SB-18 on September 20, 2012, with County staff subsequently meeting with the Big Pine Tribe on November 7, 2012, after a request for consultation was received from the Tribe; and

WHEREAS, following the close of the comment period, a Final Environmental Impact Report (FEIR) was produced, consisting of the DEIR, a list of persons and organizations who made comments on the DEIR, comments received on the DEIR, responses to comments, and any changes or revisions to the DEIR; and

WHEREAS, the Inyo County Planning Commission held a public hearing on December 13, 2012, to review and consider a request for approval for the Cabin Bar Ranch Water Bottling Plant, which would require the above actions, and considered the staff report for the application, and all oral and written comments regarding the application.

WHEREAS, Crystal Geyser has long been a successful company operating in Inyo County and has continued to expand its business over the years it has been operating in Inyo County; and

WHEREAS, Goal LU-4 of the Inyo County General Plan states that it is a goal of the County to "provide appropriate types of industrial land uses that adequately serve the existing and future needs of the community and surrounding environs, and to promote and attract forms of non-polluting light industry"; and

WHEREAS, the General Plan Amendment #2010-01/Crystal Geyser Roxane, Zone Reclassification #2010-02/Crystal Geyser Roxane, Conditional Use Permit #2010-03/Crystal Geyser Roxane, and Reversion to Acreage #2012-01/Crystal Geyser Roxane are appropriate for a site with abundant water resources and that will serve to facilitate the company's successful continued operation and expansion.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Planning Commission finds and determines that the proposed actions will act to further the orderly growth and development of the County.

BE IT FURTHER RESOLVED that the Planning Commission of the County of Inyo has reviewed the proposed application, and that, based on all of the written and oral comment and input received at the December 13, 2012, hearing, including the Planning Department Staff Report, the DEIR and FEIR for the above-described proposed project, this Planning Commission makes the following findings regarding the application and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

RECOMMENDED FINDINGS

1.) A DEIR was prepared and circulated in accordance with the California Environmental Quality Act and reflects the County's independent analysis and judgment. Together with the DEIR, all comments received on the DEIR, the responses to those comments, and all other information in the record, the Final Environmental Impact Report (FEIR) shows that there is no substantial evidence that the project, with mitigation incorporated, will have a significant effect on the environment.

Evidence: An Environmental Impact Report (EIR) has been prepared for the project.

2.) Based on substantial evidence in the record, the proposed General Plan Amendment, Zone Reclassification, Conditional Use Permit, and Reversion to Acreage are consistent with the Goals and Policies of the Inyo County General Plan.

Evidence: The project proposes a General Plan land use designation change to Light Industrial (LI), which allows for use of the site for a water bottling plant. The Inyo County General Plan notes that the LI land use designation "provides for industrial parks, warehousing, light manufacturing, public and quasi-public uses, and similar and compatible uses where there are no significant air, odor, water, visual or hazard issues" (Policy LU-4.1). Table 4.F-1 of the DEIR, which examines the proposed project's consistency with goals and policies of the Inyo County General Plan, notes that General Plan Goal LU-4, which seeks to provide industrial land uses within the County in order to serve the existing and future needs of the community, is met by the project's ability to provide additional employment opportunities and revenue for the County, within an industry type already established in the project vicinity (i.e., the existing CGR bottling plant in Olancha); General Plan Goal ED-4 and Policy ED-4.2, which seek to expand existing industry/manufacturing, is met by the project's ability to build on the skills of an existing employment base; General Plan Policy WR-3.2 of the General Plan, which requires projects to maintain sustainable groundwater withdrawal levels, is met by the project's hydrogeological studies, which indicate that the project's three production wells would be adequate to serve the project without significantly impacting the groundwater table, production potential, or water quality of the groundwater aquifer supporting the project site and surrounding community.

3.) Based on substantial evidence in the record, the proposed General Plan Amendment, Zone Reclassification, Conditional Use Permit, and Reversion to Acreage are consistent with Title 18 (Inyo County Zoning Ordinance).

Evidence: The project proposes a zone reclassification of the project site to Light Industrial (M-2), in which a water bottling plant is allowed as a conditional use.

4.) The proposed General Plan Amendment, Zone Reclassification Conditional Use Permit, and Reversion to Acreage are properly related to other uses and transportation and service facilities in the vicinity.

Evidence: The proposed water bottling facility provides the needed turn lanes and acceleration/deceleration lanes to safety and effectively accommodates and convey project

traffic. The bottling plant project is well suited as a use for the project site, due to the hydrologic resources and proximity to the existing CGR water bottling facility .75 miles to the south.

5.) The proposed changes of General Plan Amendment, Zone Reclassification, Conditional Use Permit, and Reversion to Acreage will not, under all the circumstances of this case, adversely affect the health or safety of persons living or working in the vicinity, or be materially detrimental to the public welfare.

Evidence: Potentially significant impacts of the proposed project have been identified in the areas of air quality, transportation, noise, and cultural, historic, and biological resources. Mitigation has been developed for all identified potentially significant impacts, including the requirement to establish a Riparian & Wetland Monitoring and Adaptive Management Program, with the result that such impacts have been mitigated to less than significant levels. Additionally, mitigation has been developed for hydrologic resources, which includes a requirement to establish a Groundwater Mitigation, Monitoring & Reporting Plan.

6.) The proposed General Plan Amendment, Zone Reclassification, Conditional Use permit, and Reversion to Acreage are necessary or desirable.

Evidence: The proposed use of the project site for a water bottling facility is desirable under Goal LU-4 of the Inyo County General Plan, which states it is a goal of the County to "provide appropriate types of industrial land uses that adequately serve the existing and/or future needs of the community and surrounding environs, and to promote and attract firms of non-polluting light industry."

7.) Designate the Inyo County Planning Department in Independence, California, as the custodian of the documents and other materials which constitute the record of the proceedings upon which this decision is based.

8.) The site is physically suited for the proposed type, use, and density of the bottling plant development.

Evidence: The hydrogeology of the project site (i.e., the existence of natural springs along the Spring Line Fault) make it excellent for a water bottling plant project and, combined with the near-adjacency of the site to existing CGR facilities .75 to the south, makes for efficiency in terms of logistics and economics.

9.) The design or proposed improvements for the bottling plant project are not likely to cause substantial environmental damage, or substantially and avoidably result in injury to fish, wildlife, or their habitat, or cause serious public health problems.

Evidence: Potentially significant impacts of the proposed project have been identified in the areas of air quality, transportation, noise, and cultural, historic, and biological resources. Mitigation has been developed for all identified potentially significant impacts, including the requirement to establish a Riparian & Wetland Monitoring and Adaptive Management Program, with the result that such impacts have been mitigated to less than significant levels.

Additionally, mitigation has likewise been developed for hydrologic resources, which includes a requirement to establish a Groundwater Mitigation, Monitoring and Reporting Plan.

10.) There is sufficient water supply available for the bottling plant project.

Evidence: Hydrogeologic studies prepared for the project indicate that no significant impacts will result from the proposed pumping of 360 AF/year, and that there is adequate water available to support the proposed projects. Additionally, mitigation has been developed for hydrologic resources, which includes a requirement to establish a Groundwater Mitigation, Monitoring and Reporting Plan.

11.) The design of the bottling plant improvements will not conflict with easements acquired by the public at large for access through or use of property.

Evidence: A Reversion to Acreage process is proposed which will extinguish Cabin Bar Ranch Road and a number of utility easements on the project site. There are no public access easements on the property.

12.) Dedications of offers of dedication to be vacated or abandoned by the reversion to acreage are unnecessary for present or prospective public purposes.

Evidence: Cabin Bar Ranch Road is a private road and not used by the public for public purposes or access through the site.

13.) All owners of an interest in the real property within the subdivision have consented to reversion.

Evidence: All property is owned by Crystal Geyser Roxane, who has consented to the Reversion to Acreage.

BE IT FURTHER RESOLVED, that the Planning Commission adopts the findings required by CEQA Guideline 15091, regarding impacts analyzed in the EIR and determined to be mitigated to a less than significant level, as noted in Attachment "A" to this Resolution.

BE IT FURTHER RESOLVED, that the Planning Commission makes, and recommends that the Board of Supervisors adopt, the following Conditions of Approval for the proposed project:

RECOMMENDED CONDITIONS OF APPROVAL:

1.) Hold Harmless: The applicant shall defend, indemnify, and hold harmless the County of Inyo (County), and its agents, officers and employees from any claim, action, or proceeding against the County, its agents, officers or employees to attack, set aside, void or annul the County's approval of the EIR, General Plan Amendment, Zone Reclassification, Conditional Use Permit, and Reversion to Acreage. The County reserves the right to prepare its own defense.
2.) Compliance with County Code: The applicant shall comply with all applicable provisions of the Inyo County Code.
3.) Agency Approvals: The applicant shall receive needed approvals from Inyo County Departments and agencies, as detailed in Chapter 2 of the DEIR, "Necessary Approvals," and as amended in Chapter 3 of the FEIR.

4.) Compliance with Mitigation Measures. The applicant shall implement and comply with all mitigation described in the Mitigation, Monitoring & Reporting Program (MMRP) developed for the project and contained within the FEIR and attached to this resolution as Attachment B. Applicant shall reimburse County for any and all costs, including the costs for any outside consultants, incurred by the County in connection with the implementation of the MMRP required as a condition of approval.

5.) Reversion to Acreage (RA): The applicant shall merge all parcels relating to the previously approved subdivision project (TTM 161) through a Reversion to Acreage process to effectively extinguish the 16 residential lots, related easements, and internal roadway existing on the project site.

6.) Lot Line Adjustment (LLA): The applicant shall use a Lot Line Adjustment or similar process to create the 34.94-acre project site described in the FEIR from the overall 420-acre Cabin Bar Ranch property.

7.) Terms of Conditional Use Permit (CUP): approval of Conditional Use Permit #2010-03/Crystal Geyser Roxane by the Inyo County Planning Commission is conditioned upon the subsequent approval of General Plan Amendment #2010-01, Zone Reclassification #2010-02, and Reversion to Acreage #2012-01 by the Inyo County Board of Supervisors.

There shall be a time limit of 5 years for the establishment of the Conditional Use Permit. The allowed withdrawal of water is limited to the 360 acre feet/year analyzed within in the EIR. The Planning Commission may modify or revoke this CUP if it finds that there has been a failure to reasonably comply with the terms of the permit or that the project cannot be continued without causing significant impacts on the environment of Inyo County.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Certify that the subject Final Environmental Impact Report (FEIR) was prepared in compliance with CEQA, was presented to and considered by the Board, and reflects the independent judgment of the Board.
2. Approve General Plan Amendment #2010-01/Crystal Geyser Roxane, Zone Reclassification #2010-02/Crystal Geyser Roxane, and Reversion to Acreage #2012-01/Crystal Geyser Roxane based on all of the information in the public record and on recommendation of the Planning Commission.
3. Adopt the Mitigation, Monitoring & Reporting Program (MMRP) for the project, as delineated in the FEIR and attached hereto (see Attachment "B").

PASSED AND ADOPTED this 13th day of December, 2012, by the following vote of the Inyo County Planning Commission:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Bill Stoll, Chairman
Inyo County Planning Commission

ATTEST:
Josh Hart, AICP
Planning Director

By : _____
Nolan Bobroff,
Secretary of the Commission

ATTACHMENT A

ATTACHMENT "A"

FINDINGS REQUIRED BY CEQA GUIDELINE 15091, REGARDING IMPACTS ANALYZED IN THE EIR AND DETERMINED TO BE MITIGATED TO A LESS THAN SIGNIFICANT LEVEL

CEQA Guideline 15091 states that no public agency shall approve or carry out a project for which an environmental impact report identifies one or more significant effects, unless the public agency makes one or more of the following findings for each such significant impact:

- Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.
- Such changes or alterations are within the responsibility and jurisdiction of another public agency and such changes have been adopted by such agency or can and should be adopted by such other agency.
- Specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the environmental impact report.

As a result of these CEQA Guidelines, recommended specified findings for each significant impact of the project are set forth below. Such findings serve to verify that each identified significant impact will be mitigated to a less than significant level, based on implementation of the mitigation measures recommended in the EIR. (See Table ES-1 at page ES-5 of the DEIR for a summary of project impacts and mitigation measures; See Chapter 3 of the FEIR for any corrections/additions of DEIR information).

1.) Generation of increased particulate matter (i.e., fugitive dust): Impact B.1, as identified in the EIR.

Facts: The proposed project will result in PM10 emissions from construction equipment and grading activities.

Mitigation Measures AQ-1, AQ-2, AQ-3, AQ-4, AQ-5, AQ-6:

Mitigation Measure AQ-1: All active portions of the construction site shall be watered to prevent excessive amounts of dust.

Mitigation Measure AQ-2: On-site vehicles' speed shall be limited to 15 miles per hour (mph).

Mitigation Measure AQ-3: All on-site roads shall be paved as soon as feasible or watered periodically or chemically stabilized.

Mitigation Measure AQ-4: All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust; watering, with complete coverage, shall occur at least twice daily, preferably in the late morning and after work is done for the day.

Mitigation Measure AQ-5: If dust is visibly generated that travels beyond the site boundaries, clearing, grading, earth moving or excavation activities that are generating dust shall cease during periods of high winds (i.e., greater than 25 mph averaged over one hour) or during Stage 1 or Stage 2 smog episodes.

Mitigation Measure AQ-6: All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

2.) Potential of special status wildlife species to occur on the project site: Impact C, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: Due to the presence of potentially suitable habitat, the following species have the potential to occur on the project site and be impacted by the construction and operation of the bottling plant: Swainson's hawk, yellow breasted chat, yellow warbler, least bittern, least Bell's vireo, southwestern willow flycatcher, western yellow-billed cuckoo, spotted bat, pallid bat, Owen's valley vole.

Mitigation Measure BIO-1b:

Yellow breasted chat

The presence of the SSC yellow breasted chat is assumed and impacts are determined to be significant, and therefore impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant:

- On- or off-site creation and/or restoration of 2.88 acres of riparian woodland.
- Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.
- Off-site purchase and set aside and enhancement of land with suitable yellow breasted chat habitat.

In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation.

Yellow warbler

Should focused surveys determine the presence of the SSC yellow warbler and impacts are determined to be significant, impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant:

- On- or off-site creation and/or restoration of 2.88 acres of riparian woodland.
- Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.
- Off-site purchase and set aside and enhancement of land with suitable yellow breasted chat habitat.

In addition, mitigation areas shall be placed under a conservation easement, deed restriction, or comparable legal instrument which restricts land uses and provides for its long-term preservation.

Swainson's hawk

The CDFG considers a nest site to be active if it was used at least once during the past 5 years. Impacts to suitable habitat or individual birds within a five-mile radius of an active nest will be considered significant and to have the potential to "take" Swainson's hawks as that term is defined in Fish and Game Code Section 86. Should focused surveys determine the presence of the State Threatened Swainson's hawk and impacts are determined to be significant, impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation in consultation with the CDFG shall include the following measure which would reduce impacts to less than significant:

- Prepare a Swainson's hawk Monitoring and Mitigation Plan. Plans shall be prepared by a qualified biologist approved by the CDFG and the appropriate lead agency and include detailed measures to avoid and minimize impacts to Swainson's hawks in and near the construction areas. For example:
- If a nest site is found, design the project to allow sufficient foraging and fledging area to maintain the nest site.

- During the nesting season, ensure no new disturbances, habitat conversions, or other project-related activities that may cause nest abandonment or forced fledging occur within 1/2 mile of an active nest during the nesting season, which typically occurs between February 15 and October 15. Buffer zones shall be adjusted in consultation with the CDFG and the lead agency.

- Do not remove Swainson's hawk nest trees unless avoidance measures are determined to be infeasible. Removal of such trees shall occur only during the nesting season, which typically occurs during the timeframe of October 15 through February 14.

- A worker education component shall be included in the Plan and shall apply to both construction crews and employees at the bottling plant. This component shall include, but may not be limited to, restrictions on parking, vehicular access, and pedestrian access to portions of the project site and surrounding area during the nesting season.

The Monitoring and Mitigation Plan shall also include measures for injured Swainson's hawks as well as focus on providing habitat management lands.

In addition, the Applicant shall coordinate with the CDFG to determine the need for an Incidental Take Permit in compliance with the State ESA.

Least Bell's vireo

The presence of the Federal and State Endangered least Bell's vireo is assumed and impacts are therefore determined to be significant. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant:

- On- or off-site creation and/or restoration of 2.88 acres of riparian woodland.

- Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.

- Off-site purchase and set aside and enhancement of land with suitable least Bell's vireo habitat.

In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. This mitigation can be satisfied with other riparian-warranted mitigation. Furthermore, the Applicant shall coordinate with the USFWS and CDFG to determine the need for a Section 7 consultation in compliance with the Federal ESA and obtaining an Incidental Take Permit in compliance with the State ESA, respectively.

Southwestern willow flycatcher

The presence of this species is assumed on the project site. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant:

- On- or off-site creation and/or restoration of 2.88 acres of riparian woodland.
- Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.
- Off-site purchase and set aside and enhancement of land with suitable southwestern willow flycatcher habitat.

In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation.

Western yellow-billed cuckoo

The presence of this species is assumed on the project site. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant:

- On- or off-site creation and/or restoration of 2.88 acres of riparian woodland.
- Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.
- Off-site purchase and set aside and enhancement of land with suitable western yellow-billed cuckoo habitat.

In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation.

Pallid and Spotted Bats

The presence of these species is assumed on the project site, Mitigation shall include the following:

- Pre-construction surveys for roosting bats must be performed 30 days prior to construction by a qualified biologist to be retained by the applicant.
- If roosts are found, a Memorandum of Understanding (MOU) with the CDFG shall be obtained by the contractor in order to remove bat species, or the construction schedule shall be modified to initiate construction after August 1, when young are assumed to have fledged.
- Alternative habitat shall be provided if bats are to be excluded from maternity roosts. If this is the case, a species-specific roost with comparable spatial and thermal characteristics shall be constructed and provided.
- CDFG and species-specific bat experts shall be consulted regarding specific designs if roost removal becomes necessary.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

3.) Impacts to sensitive plant community (red willow thicket): Impact C, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: A sensitive plant community consisting of 2.88 acres of red willow thicket will be removed to facilitate construction of the bottling plant.

Mitigation Measure BIO-2:

Mitigation Measure BIO-2: Prior to the issuance of any grading permit in the areas designated as red willow thicket, a mitigation and monitoring plan shall be prepared. The plan shall focus on the creation of equivalent habitats within disturbed habitat areas of the study area and/or off-site areas beyond the study area with suitable soils and hydrology. In addition, the plan shall provide details as to the implementation of the plan, maintenance, monitoring, success criteria, and long-term management. Mitigation for impacts to this sensitive plant community shall be offset by on- or off-site replacement, restoration, or enhancement of each respective sensitive plant community at a mitigation-to-impact ratio of no less than 1:1 in one or more of the following ways, which would reduce impacts to below a level of significance. The Applicant shall work with a biologist or restoration specialist experienced with planning and implementing mitigation for plant communities in California.

- Prior to disturbance activities, on- or off-site transplantation and/or seed and topsoil collection and seeding of individual plant species to a site where suitable habitat conditions exist shall be implemented.

- Seeding of sensitive plant community species.
- Planting of container plants of sensitive plant community species.
- Salvage of duff and seed bank prior to disturbance activities, and subsequent dispersal.

A 1:1 mitigation ratio for impacts to sensitive plant communities is considered to be adequate due to the disturbed condition of such communities on-site today (for example, the on-site red willow thicket contains invasive plant species as well as ornamental trees and shrubs).

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

4.) Impacts to "Waters of the U.S.," "Waters of the State," and wetlands: Impact C, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: Construction of the project would permanently remove wetland and non-wetland resources in the following amounts: non-wetland ACOE/RWQCB "waters of the U.S." (0.04 acres), CDFG jurisdictional non-wetland resources (0.16 acres). In addition, there is a potential for indirect impacts to jurisdictional wetlands (from lowering of the water table as a result of project pumping (6.03 acres of ACOE/RWQCB jurisdictional "waters of the U.S.," 6.16 acres of CDFG jurisdictional streambed and associated riparian habitat [which includes 5.97 acres of wetlands]).

Mitigation Measures BIO-3 & BIO-4:

Mitigation Measure BIO-3: Prior to the issuance of any grading permit for impacts jurisdictional features, the project applicant shall obtain a CWA Section 404 Permit from the ACOE, a CWA Section 401 Water Quality Certification from the RWQCB, and California FGC Section 1602 Streambed Alteration Agreement from the CDFG. Mitigation for impacts to ACOE, RWQCB, and CDFG jurisdictional features shall include one or more of the following measures, which would reduce impacts to below a level of significance:

- On- and/or off-site replacement of ACOE/RWQCB jurisdictional "waters of the U.S."/"waters of the State" and wetlands at a ratio no less than 1:1 mitigation to impact ratio, or as required by the agencies. Off-site replacement may include the purchase of mitigation credits at an agency-approved mitigation bank or payment into an in-lieu fee agreement.
- On- and/or off-site replacement of CDFG jurisdictional streambed and associated riparian habitat at a ratio no less than 1:1 replacement to impact ratio, or as required by

CDFG. Off-site replacement may include the purchase of mitigation credits at a CDFDG-approved mitigation bank or payment into an in-lieu fee agreement.

Mitigation Measure BIO-4: Riparian and Wetland Monitoring and Adaptive Management Program

- Riparian and wetland vegetation associated with jurisdictional features regulated by the USACE, RWQCB, and/or CDFG, exist within and adjacent to the proposed project. As suggested by the *Hydrogeologic Evaluation* provided in **Appendix F** of the Draft EIR , this riparian and wetland vegetation is supported by the groundwater table which receives hydrologic inputs from rain and snowmelt runoff, and likely affects the shallow aquifer that contributes to surface flow from natural seeps and springs associated with geologic fracturing and fault scarps such as the Spring Line fault. Mitigation measure HYDRO-2 in **Section 4.G**, *Hydrogeology & Surface Hydrology*, requires a comprehensive Groundwater Monitoring, Mitigation, and Reporting Program to be developed that will evaluate the impacts of project-related groundwater pumping on static groundwater levels in the project area. However, it is not known to what degree on-site riparian and wetland vegetation are dependent on spring flows and shallow aquifer levels. Therefore, the potential for impacts associated with the proposed project increase in extracting groundwater cannot be accurately determined based on available information. Due to this uncertainty, a Riparian and Wetland Monitoring and Adaptive Management Program (RWMAMP) for vegetation associated with jurisdictional areas, is proposed as mitigation.

- The RWMAMP is designed with a performance standard to respond to any significant loss of riparian and wetland vegetation and habitats within jurisdictional areas, due to the increased pumping and production. The County, as lead agency for the proposed project, will be the entity responsible for ensuring the RWMAMP is implemented and annual reports are prepared. In addition, the need for responsive measures and how they will be carried out will be documented. As trustee agencies, the state and federal resource agencies, as appropriate, will be provided copies of the annual reports and related documentation concerning responsive measures for their review and comment.

- Monitoring Stations and Monitoring Regime. To best elucidate the relationship between the increased pumping and the maintenance, health, and vigor of riparian and wetland vegetation, as well as the role of rain, snowmelt runoff, and/or inputs from several natural seeps and springs along its length, and natural accretion in supporting riparian and wetland vegetation in the area, three monitoring stations will be established: 1) just upstream from the point where Cartago Creek's bed and bank characteristics are lost due to sheet flow; and 2) at two locations where existing natural springs exist that can be monitored along one or more of the five transects established at each monitoring station near the proposed plant facility, 3) at a location removed from the proposed plant facility. The measurement of baseline, or starting conditions, following the methods outlined above, will be conducted prior to the commencement of project operation. Monitoring at these

stations, following the methods outlined above, will take place in mid- to late August during each year of monitoring; monitoring will take place for six years following the buildout of each of the two proposed project phases, for a total duration of 12 years of monitoring. Monitoring will be conducted annually for the first three (3) years following buildout of each project phase in order to discern the potential loss of riparian wetland vegetation in the area, and implement responsive measures if necessary, as set forth below. Following year three (3) of monitoring following buildout of each project phase, if no loss of riparian and wetland communities is detected due to the increased pumping, monitoring will take place at year six (6) following the buildout of each project phase following the onset of increased pumping. If, at the end of the entire 126-year monitoring program, no significant loss of riparian and wetland communities is detected, the monitoring program will be terminated.

- Adaptive Management Measures. The adaptive management strategy for identified degradation and/or loss of riparian and wetland communities within jurisdictional areas shall include creation, restoration and/or enhancement of riparian and/or wetland habitat. The adaptive management shall be accomplished in one or more of the following ways, as determined by the Inyo County Water Department in consultation with the applicant: a) a short-term and/or long-term reduction in pumping of the project's water supply wells; ~~a~~b) creation, restoration and/or enhancement of habitat on property owned by Crystal Geyser; ~~b~~c) creation, restoration and/or enhancement outside the property, but within lower Owens River Basin; and ~~c~~d) payment of in lieu fees to an existing riparian or wetland mitigation/conservation bank and/or existing management and/or enhancement program in the Eastern Sierra region. The selection of a site or program to which adaptive management measures will be applied will set a priority for locations where the highest benefit to habitat can be realized. The payment of in lieu fees, if such a program exists, will fulfill these requirements, in part or in full. For adaptive management entailing habitat creation, restoration and/or enhancement, a Habitat Management and Monitoring Plan shall be prepared for review and approval by the County and trustee agencies, as appropriate. The plan will stipulate success criteria for the habitat being created, restored and/or enhanced and will be monitored by a qualified restoration ecologist for five years or until such time as the success criteria are met, but no sooner than one year following cessation of all inputs (e.g., soil amendments, irrigation, etc.) to the creation, restoration and/or enhancement project. The success criteria will address requirements for no significant net loss of riparian and/or wetland habitat regulated by the USACE, RWQCB, and/or CDFG and will focus on habitat replacement to the extent practicable and satisfactory to the participating trustee resource agencies,

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

5.) Potential impacts to nesting birds: Impact C, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: The project site contains potential nesting areas for raptors and songbirds, and the construction of the bottling plant has the potential to impact nesting activities.

Mitigation Measure BIO-5:

The Applicant shall be responsible for implementing mitigation to reduce potential impacts to migratory raptor and songbird species to below a level of significance by the following: (1) Vegetation removal activities shall be scheduled outside the nesting season for raptor and songbird species (typically September 1 to February 14) to avoid potential impacts to nesting species (this will ensure that no active nests will be disturbed and that habitat removal could proceed rapidly); and/or (2) Any construction activities that occur during the raptor and songbird nesting season (typically February 15 to October 14) shall require that all potentially impacted suitable habitat be thoroughly surveyed for the presence of nesting raptor and songbird species by a qualified biologist before commencement of clearing. If any active nests are detected, a buffer of at least 300 feet (500 feet for raptors) shall be delineated, flagged, and avoided until the nesting cycle is complete as determined by the qualified biologist to minimize impacts

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

6.) Potential disturbance of unknown buried archaeological resources: Impact D, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: The project site and surrounding area have been found to contain archaeological resources, and thus construction activities of the bottling plant have the potential to disturb additional such resources.

Mitigation Measure ARCH-1a, ARCH-1b, and ARCH-1c:

Mitigation Measure ARCH-1a: The Applicant shall retain a qualified archaeological monitor and Native American monitor who shall be present during construction excavations such as grading, trenching, grubbing, or any other construction excavation activity associated with the proposed project. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known archaeological resources, the materials being excavated (native versus fill soils), and the depth of excavation, and if found, the abundance and type of archaeological resources

encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the archaeological monitor and Native American monitor.

Mitigation Measure ARCH 1b: In the event that archaeological resources are unearthed during ground-disturbing activities, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated. Work shall be allowed to continue resources unearthed by project construction activities shall be evaluated by the archaeologist. The Applicant shall coordinate with the archaeologist, the County, and the Native American representative to develop an appropriate treatment plan for the resources. Treatment may include implementation of archaeological data recovery excavations to remove the resource or preservation in place. The landowner, in consultation with the archaeologist, the County, and the Native American representative shall designate repositories in the event that archaeological material is recovered.

Mitigation Measure ARCH-1c: The archaeological monitor shall prepare a final report at the conclusion of archaeological monitoring. The report shall be submitted by the Applicant to the County, the Eastern Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, treatment of the resources, and evaluation of the resources with respect to the California Register of Historical Resources and the National Register of Historic Places.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report

7.) Potential disturbance of human remains: Impact D, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: Human remains have been found during past construction activities in the area, and several Native American cemeteries are known to exist in the immediate vicinity of the project site, as well as surrounding region.

Mitigation Measure ARCH-2a:

Mitigation Measure ARCH-2a: If human remains are encountered unexpectedly during implementation of the proposed project, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the

remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment.

Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in Subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report

8.) Potential Disturbance of unknown buried paleontological resources: Impact D, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: Paleontological resources have previously been identified in the region in soil/sediment that likewise exists on the project site.

Mitigation Measure ARCH-3a, ARCH-3b, ARCH-3c:

Mitigation Measure ARCH-3a: If construction excavations will reach depths of five feet or greater, a qualified paleontologist shall attend a pre-grading/excavation meeting and develop a paleontological monitoring program for excavations into older Quaternary Alluvium deposits. A qualified paleontologist is defined as a paleontologist meeting the

criteria established by the Society for Vertebrate Paleontology. The qualified paleontologist shall supervise a paleontological monitor who shall be present at such times as required by the paleontologist during construction excavations below five feet or greater into older Quaternary Alluvium deposits. Monitoring shall consist of visually inspecting fresh exposures of rock for larger fossil remains and, where appropriate, collecting wet or dry screened sediment samples of promising horizons for smaller fossil remains. The frequency of monitoring inspections shall be determined by the paleontologist and shall be based on the rate of excavation and grading activities, the materials being excavated, and the depth of excavation, and if found, the abundance and type of fossils encountered.

Mitigation Measure ARCH-3b: If a potential fossil is found, the paleontological monitor shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation and, if necessary, salvage. At the paleontologist's discretion and to reduce any construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing. Any fossils encountered and recovered shall be prepared to the point of identification and catalogued before they are donated to their final repository. Any fossils collected shall be donated to a public, non-profit institution with a research interest in the materials, such as the Eastern California Museum or the Natural History Museum of Los Angeles County. Accompanying notes, maps, and photographs shall also be filed at the repository.

Mitigation Measure ARCH-3c: The paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, as well as a description of the fossils collected and their significance. The report shall be submitted by the Applicant to the lead agency, the Eastern California Museum, the Natural History Museum of Los Angeles County, and other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report

9.) Impacts to historical resources (Residence 2) and potential disturbance of buried resources: Impact E, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: The project site has been identified as an example of a rural historic landscape that reflects the local development of Inyo County mining and agricultural industry from 1871 through the early 1880s, and particularly the activities surrounding the Cerro Gordo

Freighting Company. Residence 2, which is to be demolished as part of the project, has some existing timbers from a circa 1871 cabin that was once on the site.

Mitigation Measures HIST-1, HIST-2, HIST-3, HIST-4, HIST-5:

Mitigation Measure HIST-1: As part of the project, Residence 2 will be demolished. Residence 2 contains squared timber construction which appears to remain from the ca. 1871 cabin and has a potential to yield important information about significant historic activities conducted on the project site associated with the period of significance, ca. 1871-1883. The squared timber construction of the extant visible wall and any other historic fabric associated with the period of significance that may exist inside other walls, roof and floor of Residence 2, have a potential to yield important information about the site. The project applicant shall retain a qualified architectural historian or historical archaeologist to conduct construction monitoring during demolition of Residence 2. Any important historic fabric or artifacts associated with the period of significance, ca. 1871-1883, shall be fully recorded in photographic images and written manuscript notes. Significant material retrieved from the site shall be salvaged, inventoried and properly archived in a suitable publically accessible historical collection for further analysis and interpretation. A qualified architectural historian, historical archaeologist or historic preservation professional who satisfies the Secretary of the Interior's Professional Qualification Standards for History, Archaeology, or Architectural History pursuant to 36 CFR 61, shall prepare the necessary written and illustrated documentation in a construction monitoring and data recovery report. This document shall record the history of Residence 2 during the period of significance as well document its present physical condition through site plans; historic maps and photographs; sketch maps; 35mm photography; and written data and text. All documentation components shall be completed in accordance with the Secretary of the Interior's Standards for Historical Documentation. The completed documentation shall be placed on file at the Eastern Information Center (CHRIS-EIC), University of California, Riverside, CA; the Eastern California Museum; and the County of Inyo Public Library.

Mitigation Measure HIST-2: The Applicant shall retain a qualified archaeological monitor for ground disturbing activities associated with the proposed project. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known archaeological resources, the materials being excavated (native versus fill soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the archaeological monitor.

Mitigation Measure HIST-3: In the event that historic period archaeological resources are unearthed during ground-disturbing activities, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated. Work shall be allowed to continue outside of the vicinity of the find. All archaeological resources unearthed by Project construction

activities shall be evaluated by the archaeologist. The Applicant shall coordinate with the historic archaeologist and the County to develop an appropriate treatment plan for the resources. Treatment may include implementation of archaeological data recovery excavations to remove the resource or preservation in place. The landowner, in consultation with the historic archaeologist and the County, shall designate repositories in the event that archaeological material is recovered.

Mitigation Measure HIST-4: The archaeological monitor shall prepare a final report at the conclusion of archaeological monitoring. The report shall be submitted by the Applicant to the County, the Eastern Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, treatment of the resources, and evaluation of the resources with respect to the California Register of Historical Resources and the National Register of Historic Places.

Mitigation Measure HIST-5: If human remains are encountered unexpectedly during implementation of the proposed project, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment.

Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in Subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items

associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report

10.) Impacts to groundwater supplies and recharge (operation): Impact G, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: Project water would come from three existing production wells located on the property, with a fourth well used for potable water for employees of the bottling plant. Groundwater modeling for the project indicates drawdown to groundwater levels, as well as flows to the springs located on the site, will be recharged annually, with no significant impacts. However, monitoring is recommended for the project, as proposed pumping from the three production wells represents 31 percent of the amount currently in storage in the shallow aquifer, and flows to the springs on the site could decrease as much as 17.6 percent (under average annual production pumping) to 39 percent (under high summer-month production pumping).

Mitigation Measures HYDRO-1, HYDRO-2 & HYDRO-3:

Mitigation Measure HYDRO-1: During the initial sequential activation of the first two production lines after Phase I building has been completed, all three wells shall be utilized so that the total groundwater demand is spread between the three wells, as opposed to pumping only one well at full capacity while leaving the other two wells idle. This will mitigate water level drawdown impacts in the vicinity of any one pumping well.

Mitigation Measure HYDRO-2: The applicant shall submit a Groundwater Monitoring, Mitigation, and Reporting Plan (prepared by a qualified hydrogeologist or other specialist approved in advance by the Inyo County Water Department) to the Inyo County Water Department for review and approval prior to the operation of the three water supply wells, as follows:

- The Plan shall be submitted to the Inyo County Water Department at least three months prior to the commencement of project operation to allow for adequate review time and any necessary revisions.
- The Plan shall provide a detailed methodology for monitoring background groundwater levels. The monitoring period shall include pre-operation and project operation. The Plan shall establish pre-operation and project-related groundwater

level trends that can be quantitatively compared against predicted trends near the project pumping wells and potentially impacted resources.

- The Plan shall include the applicant's existing model for predicting changes in the groundwater flow system resulting from the project. This model has the capability to assess changes in hydraulic head, flow rate, flow direction, and water budget. In addition, the Plan shall include model runs which predict effects of the planned groundwater pumping for the project on off-site wells.
- The Plan shall define triggers for on-site monitoring wells that correspond to potential impacts on off-site wells. The triggers shall be based on the results of monitoring and modeling. The applicant shall also use the model to provide an evaluation of the sustainability of the water supply for the life of the project, including the cumulative sustainability when considered with other pumping occurring or projected to occur in the groundwater basin.
- The Plan shall also include the following:

  1. Initiation: Provisions for initiation of evaluation of the water level data;

  2. Verification: A plan for verifying the predictive tools described above and for revising or recalibrating the tools as necessary; and

  3. Revisions: A plan for revising thresholds as dictated by new data concerning system response to project operation.

- Monitoring. Water level monitoring shall be conducted and reported at monthly intervals for the first two years of project operation following each phase of project buildout. Data shall be collected and analyzed by a qualified specialist to be retained by the applicant and approved by the Inyo County Water Department. Monitoring reports shall be prepared by the applicant's approved specialist and submitted to the Inyo County Water Department within 20 days of data collection. After the first two-year operational and monitoring period following each phase of project buildout, the applicant's approved specialist shall evaluate the data. If appropriate, the applicant's approved specialist shall recommend whether the monitoring program shall be revised or eliminated, based on observed groundwater level changes as compared with predicted modeling, and on the consistency of the data collected. The final determination of whether the monitoring program is to be revised or eliminated shall be made by the Inyo County Water Department.

Off-Site Well Impacts. In the event that a well owner notifies the Inyo County Water Department that impacts to off-site wells have occurred or will occur due to the project, and impacts are confirmed through verifiable data as determined by the Inyo County Water Department, the applicant shall take one or more of the following steps in consultation with and as approved by the Inyo County Water Department to maintain less than significant impacts: (1) a short-term or long-term

reduction in pumping from one or more wells at the Cabin Bar Ranch or other wells within its control, (2) direct provision of water from Crystal Geyser to the impacted well owner(s), and/or (3) direct financial compensation from Crystal Geyser to the impacted owner(s) for the costs to modify well(s) and/or for increased electrical costs. Disputes as to the cause of well water drawdown or appropriate corrective measures shall be resolved by the County.

It is understood that the Inyo County Water Department will consider, but will not be limited to, the following as part of its confirmation of impacts and mitigation for off-site well impacts:

1. Mitigation for project effects on off-site wells shall depend upon the specific characteristics of each well, and the use of the well.

2. The applicant shall work with the Inyo County Water Department to evaluate wells that may be affected by groundwater drawdown as the project progresses.

3. The Inyo County Water Department shall consider in its evaluation the applicant's monitoring data, as required pursuant to this mitigation measure, and the groundwater model, as it may be amended.

Mitigation Measure HYDRO-3: The project applicant shall retain qualified groundwater professionals to evaluate water quality as set forth in this mitigation measure, since pumping is conducted continuously and groundwater conditions may change. Examples of such data review and interpretation may include, but not be limited to, the following:

- To establish a database where possible long-term trends and changes in water quality may be evaluated, groundwater samples shall be collected at least once every three years from the pumping wells and key groundwater monitoring wells for analysis of physical constituents (e.g., temperature, electrical conductivity, turbidity, pH; general minerals, trace metals; and the radiological constituents is recommended.

- Plot the production quantities from each well, along with rainfall and SWLs, in order to assess the impact of pumping on SWLs in all monitored sites.

- Plot temporal changes in key water quality constituents in groundwater samples from the wells. Typical key water quality constituents include total dissolved solids, electrical conductivity, and selected cations such as calcium, magnesium, sodium and boron, and cations, such as bicarbonate, sulfate and chlorides. Tracking changes in these constituents in those wells close to the Spring Line fault may provide indication of any possible intrusion of brackish groundwater from the east side of the fault into the aquifer on the west side of the fault.

- In the event that verifiable data are presented to the Inyo County Water Department demonstrating impacts to water quality due to the applicant's pumping activities, the applicant shall undertake a short-term or long-term reduction in pumping from one or more wells at the Cabin Bar Ranch to maintain less than significant impacts, in consultation with and as approved by the Inyo County Water Department.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report

Project Alternatives

Facts: CEQA Guidelines (Section 15126.6) require that a discussion of project alternatives be part of any EIR. Any such identified alternatives must significantly meet project objectives, or they cannot be said to be true project alternatives. Further, CEQA Guidelines 15091(a)(3) and 15091(b) require an explanation and analysis of why project alternatives are infeasible. As a result, Chapter 5 of the DEIR discussed the following alternatives: "No Project" alternative, "Reduced Operations" alternative, and "Project Site Reconfiguration" alternative.

- "No Project" Alternative: Under this alternative no bottling plant project would be developed.
- Finding: Specific economic, legal, social, technological, or other considerations make infeasible the project alternative identified in the EIR. This alternative is deemed infeasible, as it would not meet project objectives and avoids project impacts only because no bottling plant project is developed.

- "Reduced Operations" Alternative: This alternative develops only 50% of the proposed capacity of the bottling plant project (i.e., only two of four bottling lines).
- Finding: Specific economic, legal, social, technological, or other considerations make infeasible the project alternative identified in the EIR. This alternative is deemed infeasible due to the fact that a reduction in 50% of project capacity puts the project at such a reduced scale as to change the economic incentives and viability of the project objectives. Project impacts would be reduced under this alternative and, due to that fact, it was identified in the DEIR as the environmentally superior alternative.

- "Project Site Reconfiguration" Alternative: This alternative moves the project site from the far northeast corner of the overall 420-acre Cabin Bar property to a location adjacent to U.S. Highway 395 and more central in the Cabin Bar property (i.e., south of Cartago Creek, near where the roadway of the proposed project intersects with U.S. Highway 395).
- Finding: Specific economic, legal, social, technological, or other considerations make infeasible the project alternative identified in the EIR. This alternative is deemed infeasible in that it would greatly increase visual and aesthetic impacts due to the close proximity of the project site to U.S. Highway 395. In addition, this alternative may similarly increase impacts to archaeological and biological resources, as this proposed new site location has not been surveyed for such resources and thus impacts are unknown.

ATTACHMENT B

Table 4-1

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
1. AIR QUALITY			
Mitigation Measure AQ-1: All active portions of the construction site shall be watered at least twice daily, or less if the site is dampened by natural processes (rain, etc.) sufficiently to suppress dust.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ -2: On-site vehicles' speed shall be limited to 15 miles per hour (mph).	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-3: All on-site roads shall be paved as soon as feasible or watered at least twice daily, or less if the site is dampened by natural processes (rain, etc.), or chemically stabilized.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-4: All material excavated or graded shall be sufficiently watered to suppress dust; watering, with complete coverage, shall occur at least twice daily, or less if the site is dampened by natural processes (rain, etc.), preferably in the late morning and after work is done for the day.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-5: If dust is visibly generated that travels beyond the site boundaries, clearing, grading, earth moving or excavation activities that are generating dust shall cease during periods of high winds (i.e., greater than 25 mph averaged over one hour) or during Stage 1 or Stage 2 smog episodes.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-6: All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.	During construction	During construction	Inyo County Building and Safety Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
2. BIOLOGICAL RESOURCES			
Mitigation Measure BIO-1: *Yellow breasted chat* The presence of the SSC yellow breasted chat is assumed and impacts are determined to be significant, and therefore impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable yellow breasted chat habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Yellow warbler* Should focused surveys determine the presence of the SSC yellow warbler is assumed and impacts are determined to be significant, and therefore impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.	Prior to construction / During construction	Prior to construction / During construction	Inyo County Planning Department California Department of Fish & Game

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
• Off-site purchase and set aside and enhancement of land with suitable yellow breasted chat habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Swainson's hawk* The CDFG considers a nest site to be active if it was used at least once during the past 5 years. Impacts to suitable habitat or individual birds within a five-mile radius of an active nest will be considered significant and to have the potential to "take" Swainson's hawks as that term is defined in Fish and Game Code Section 86. Should focused surveys determine the presence of the State Threatened Swainson's hawk and impacts are determined to be significant, impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation in consultation with the CDFG shall include the following measure which would reduce impacts to less than significant: • Prepare a Swainson's hawk Monitoring and Mitigation Plan. Plans shall be prepared by a qualified biologist approved by the CDFG and the appropriate lead agency and include detailed measures to avoid and minimize impacts to Swainson's hawks in and near the construction areas. For example: • If a nest site is found, design the project to allow sufficient foraging and fledging area to maintain the nest site. • During the nesting season, ensure no new disturbances, habitat conversions, or other project-related activities that may cause nest abandonment or forced fledging occur within 1/2 mile of an active nest during the nesting season, which typically occurs between February 15 and October 14. Buffer zones shall be adjusted in consultation with the CDFG and the lead agency. • Do not remove Swainson's hawk nest trees unless avoidance measures are determined to be infeasible. Removal of such trees shall occur only during the nesting season, which typically occurs during the timeframe of October 15 through February 14.			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
• A worker education component shall be included in the Plan and shall apply to both construction crews and employees at the bottling plant. This component shall include, but may not be limited to, restrictions on parking, vehicular access, and pedestrian access to portions of the project site and surrounding area during the nesting season. The Monitoring and Mitigation Plan shall also include measures for injured Swainson's hawks as well as focus on providing habitat management lands. In addition, the Applicant shall coordinate with the CDFG to determine the need for an Incidental Take Permit in compliance with the State ESA. *Least Bell's vireo* The presence of the Federal and State Endangered least Bell's vireo is assumed and impacts are therefore determined to be significant. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable least Bell's vireo habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. This mitigation can be satisfied with other riparian-warranted mitigation. Furthermore, the Applicant shall coordinate with the USFWS and CDFG to determine the need for a Section 7 consultation in compliance with the Federal ESA and obtaining an Incidental Take Permit in compliance with the State ESA, respectively.			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Southwestern willow flycatcher The presence of this species is assumed on the project site. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable southwestern willow flycatcher habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Western yellow-billed cuckoo* The presence of this species is assumed on the project site. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable western yellow-billed cuckoo habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Pallid and Spotted Bats* The presence of these species are assumed on the project site, Mitigation shall include the following: • Pre-construction surveys for roosting bats must be performed 30 days prior to			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
construction by a qualified biologist to be retained by the applicant. • If roosts are found, a Memorandum of Understanding (MOU) with the CDFG shall be obtained by the contractor in order to remove bat species, or the construction schedule shall be modified to initiate construction after August 1, when young are assumed to have fledged. • Alternative habitat shall be provided if bats are to be excluded from maternity roosts. If this is the case, a species-specific roost with comparable spatial and thermal characteristics shall be constructed and provided. • CDFG and species-specific bat experts shall be consulted regarding specific designs if roost removal becomes necessary.			
Mitigation Measure BIO-2: Prior to the issuance of any grading permit in the areas designated as red willow thicket, a mitigation and monitoring plan shall be prepared. The plan shall focus on the creation of equivalent habitats within disturbed habitat areas of the study area and/or off-site areas beyond the study area with suitable soils and hydrology. In addition, the plan shall provide details as to the implementation of the plan, maintenance, monitoring, success criteria, and long-term management. Mitigation for impacts to this sensitive plant community shall be offset by on- or off-site replacement, restoration, or enhancement of each respective sensitive plant community at a mitigation-to-impact ratio of no less than 1:1 in one or more of the following ways, which would reduce impacts to below a level of significance. The Applicant shall work with a biologist or restoration specialist experienced with planning and implementing mitigation for plant communities in California. • Prior to disturbance activities, on- or off-site transplantation and/or seed and topsoil collection and seeding of individual plant species to a site where suitable habitat conditions exist shall be implemented. • Seeding of sensitive plant community species. • Planting of container plants of sensitive plant community species. • Salvage of duff and seed bank prior to disturbance activities, and subsequent dispersal.	Prior to construction	Prior to construction	Inyo County Planning Department California Department of Fish & Game

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
A 1:1 mitigation ratio for impacts to sensitive plant communities is considered to be adequate due to the disturbed condition of such communities on-site today (for example, the on-site red willow thicket contains invasive plant species as well as ornamental trees and shrubs).			
Mitigation Measure BIO-3: Prior to the issuance of any grading permit for impacts jurisdictional features, the project applicant shall obtain a CWA Section 404 Permit from the ACOE, a CWA Section 401 Water Quality Certification from the RWQCB, and California FGC Section 1602 Streambed Alteration Agreement from the CDFG. Mitigation for impacts to ACOE, RWQCB, and CDFG jurisdictional features shall include one or more of the following measures, which would reduce impacts to below a level of significance: • On- and/or off-site replacement of ACOE/RWQCB jurisdictional "waters of the U.S."/"waters of the State" and wetlands at a ratio no less than 1:1 mitigation to impact ratio, or as required by the agencies. Off-site replacement may include the purchase of mitigation credits at an agency-approved mitigation bank or payment into an in-lieu fee agreement. • On- and/or off-site replacement of CDFG jurisdictional streambed and associated riparian habitat at a ratio no less than 1:1 replacement to impact ratio, or as required by CDFG. Off-site replacement may include the purchase of mitigation credits at a CDFDG-approved mitigation bank or payment into an in-lieu fee agreement.	Prior to construction	Prior to construction	US Army Corps of Engineers Lahontan Regional Water Quality Control Board California Department of Fish and Game
Mitigation Measure BIO-4: Riparian and Wetland Monitoring and Adaptive Management Program • Riparian and wetland vegetation associated with jurisdictional features regulated by the USACE, RWQCB, and/or CDFG, exist within and adjacent to the proposed project. As suggested by the *Hydrogeologic Evaluation* provided in **Appendix F** of the Draft EIR , this riparian and wetland vegetation is supported by the groundwater table which receives hydrologic inputs from rain and snowmelt runoff, and likely affects the shallow aquifer that contributes to surface flow from natural seeps and springs associated with geologic fracturing and fault scarps such as the Spring Line fault. Mitigation measure HYDRO-3 in **Section 4.G**, *Hydrogeology & Surface Hydrology*, requires a comprehensive Groundwater Monitoring, Mitigation, and Reporting Program to be developed that will evaluate the impacts of project-related groundwater pumping on static groundwater levels in the	Prior to and during project operation	Prior to and during project operation	Inyo County Water Department US Army Corps of Engineers Lahontan Regional Water Quality Control Board California

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
project area. However, it is not known to what degree on-site riparian and wetland vegetation are dependent on spring flows and shallow aquifer levels. Therefore, the potential for impacts associated with the proposed project increase in extracting groundwater cannot be accurately determined based on available information. Due to this uncertainty, a Riparian and Wetland Monitoring and Adaptive Management Program (RWMAMP) for vegetation associated with jurisdictional areas, is proposed as mitigation. • The RWMAMP is designed with a performance standard to respond to any significant loss of riparian and wetland vegetation and habitats within jurisdictional areas, due to the increased pumping and production. The County, as lead agency for the proposed project, will be the entity responsible for ensuring the RWMAMP is implemented and annual reports are prepared. In addition, the need for responsive measures and how they will be carried out will be documented. As trustee agencies, the state and federal resource agencies, as appropriate, will be provided copies of the annual reports and related documentation concerning responsive measures for their review and comment. • **Approach**. The methodology for monitoring is a variation of methods presented in Monitoring the Vegetation Resources in Riparian Areas (Winward 2000). This General Technical Report prepared by the U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station, provides information on the use and application of three sampling methods to inventory and monitor the vegetation resources in jurisdictional areas. These methods are: 1) the vegetation cross-section method that evaluates the health of vegetation across a riparian corridor; 2) the greenline method that provides a measurement of the streambed associated vegetation and/or wetlands; and, 3) the woody species regeneration that measures the density and age class structure of shrub and tree species that may be in the sampling area. It should be noted that modifications made to the Winward methodology and incorporated into the RWMAMP are intended to reduce observer variability as discussed in Coles-Ritchie, et. al. (2004). • **Assessment of Vegetation Health**. The vegetation cross-section method will consist of at least five permanently marked line-point transects aligned perpendicular to USACE, RWQCB, and CDFG jurisdiction associated with Cartago Creek and the edge of the wetland area at three (3) established monitoring stations. The transects will be placed in such a way to best represent the riparian and/or wetland communities being monitored and, to			Department of Fish and Game

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
the extent practicable, will be long enough to span the observed riparian corridor and delineated wetland edge. Species composition and cover will be obtained by collecting data on species present every 0.5 meter (approximately 20 inches). Cover data will be determined by dividing the number of points where vegetation cover is observed by the total number of points on the transect. Composition data will be determined by dividing the number of points where a particular plant species is observed by the total number of points where vegetation cover is observed on the transect. Photographs will also be taken in the direction of the transect from the start and end points). • **Measurement of Riparian and Wetland Vegetation.** The greenline method will be used to provide an indication of the immediate riparian and wetland edge vegetation composition associated with jurisdictional areas. The greenline itself will be identified by the edge of riparian and wetland vegetation. As such, the greenline method is designed to account for a continuous line of vegetation along the wetland edge and on each side of Cartago Creek (excepting road and trail crossings) even when this line of vegetation occurs several feet above or away from the stream's edge (usually the ordinary high water mark). The greenline transect will begin at the crossing of the most "uphill" cross-section transect, on the right side (looking downstream) of Cartago Creek and the most "uphill" cross-section transect across the wetland edge. Using the step transect method, the monitor will proceed downstream a minimum of 100 meters (approximately 328 feet and considered to be the minimum distance needed to encompass the potential variation within a riparian complex), cross Cartago Creek, and walk upstream on the opposite side of the creek until opposite the starting point. In the case of the wetland edge, the transect will follow the edge in one direction only. Data on riparian and wetland plant species (obligate and facultative hydrophytes) canopy and understory will be collected every four (4) steps (approximately 8 feet). Percent cover and species composition will be calculated as described above for the cross-section method.). • **Measurement of Woody Riparian Species Regeneration.** Woody species regeneration will be measured by using the same transects used for greenline measurements. At each data collection step for the greenline method, the observer will use a 1-meter stick to collect data on woody vegetation within a circle having a radius of one (1) meter from the toe-point of the step. All woody plants rooted within the circle will be tallied based on age-class categories (sprout, young, mature, decadent and dead, as defined by Winward			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
(2000). Data will be analyzed for age class distribution and species composition as described above. • **Monitoring Stations and Monitoring Regime.** To best elucidate the relationship between the increased pumping and the maintenance, health, and vigor of riparian and wetland vegetation, as well as the role of rain, snowmelt runoff, and/or inputs from several natural seeps and springs along its length, and natural accretion in supporting riparian and wetland vegetation in the area, three monitoring stations will be established: 1) just upstream from the point where Cartago Creek's bed and bank characteristics are lost due to sheet flow; and 2) at two locations where existing natural springs exist that can be monitored along one or more of the five transects established at each monitoring station near the proposed plant facility, 3) at a location removed from the proposed plant facility. The measurement of baseline, or starting conditions, following the methods outlined above, will be conducted prior to the commencement of project operation. Monitoring at these stations, following the methods outlined above, will take place in mid- to late August during each year of monitoring; monitoring will take place for six years following the buildout of each of the two proposed project phases, for a total duration of 12 years of monitoring. Monitoring will be conducted annually for the first three (3) years following buildout of each project phase in order to discern the potential loss of riparian wetland vegetation in the area, and implement responsive measures if necessary, as set forth below. Following year three (3) of monitoring following buildout of each project phase, if no loss of riparian and wetland communities is detected due to the increased pumping, monitoring will take place at year six (6) following the buildout of each project phase following the onset of increased pumping. If, at the end of the entire 12-year monitoring program, no significant loss of riparian and wetland communities is detected, the monitoring program will be terminated. • **Assessment of Monitoring Data.** The effects of increased pumping, if any, will be assessed through examination of the various data collected during monitoring and the identification of trends regarding the stability of the riparian and wetland communities being monitored. First, the percent cover of obligate and facultative hydrophytes obtained through application of the vegetation cross-section method will be analyzed. Should the percent cover of these plant species exhibit a decreasing trend and/or decrease on a			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
cumulative basis by more than 20 percent of their baseline values at any time during the monitoring program, responsive measures will be implemented as presented below. Second, should the percent cover along the greenline exhibit a decreasing trend and/or decrease on a cumulative basis by more than 20 percent of their baseline values at any time during the monitoring program, responsive measures will be implemented as set out below. Third, should the woody recruitment data exhibit a decreasing trend in young (>3 years old) or mature riparian woody plants and/or decrease on a cumulative basis by more than 20 percent of their baseline values, again, adaptive management measures will be implemented as set out below. Assessment of all three data sets will be used to determine the need and type of adaptive management measures to be implemented. It should also be noted, however, that in its analysis, the monitoring program will assess any losses stipulated above against the amount of snow- melt runoff and rainfall in that year. That is, during dry years, the health and vigor of hydrophytic plants may decrease independent of the increased pumping. Conversely, hydrophytes may flourish during wet years. In both cases, consideration will be made for climatic conditions when examining community and population trends. • **Adaptive Management Measures**. The adaptive management strategy for identified degradation and/or loss of riparian and wetland communities within jurisdictional areas shall include creation, restoration and/or enhancement of riparian and/or wetland habitat. The adaptive management shall be accomplished in one or more of the following ways, as determined by the Inyo County Water Department in consultation with the applicant: a) a short-term and/or long-term reduction in pumping of the project's water supply wells; b) creation, restoration and/or enhancement of habitat on property owned by Crystal Geyser; c) creation, restoration and/or enhancement outside the property, but within lower Owens River Basin; and cd) payment of in lieu fees to an existing riparian or wetland mitigation/conservation bank and/or existing management and/or enhancement program in the Eastern Sierra region. The selection of a site or program to which adaptive management measures will be applied will set a priority for locations where the highest benefit to habitat can be realized. The payment of in lieu fees, if such a program exists, will fulfill these requirements, in part or in full. For adaptive management entailing habitat creation, restoration and/or enhancement, a Habitat Management and Monitoring Plan shall be prepared for review and approval by the County and trustee agencies, as			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
appropriate. The plan will stipulate success criteria for the habitat being created, restored and/or enhanced and will be monitored by a qualified restoration ecologist for five years or until such time as the success criteria are met, but no sooner than one year following cessation of all inputs (e.g., soil amendments, irrigation, etc.) to the creation, restoration and/or enhancement project. The success criteria will address requirements for no significant net loss of riparian and/or wetland habitat regulated by the USACE, RWQCB, and/or CDFG and will focus on habitat replacement to the extent practicable and satisfactory to the participating trustee resource agencies. • **Reporting Procedures.** Annual reports and data records will be submitted by the monitor to the County at the end of each year of monitoring. Following the submittal and depending on the need for adaptive management responses or remedial action, the County may elect to consult with trustee agencies.			
Mitigation Measure BIO-5: The Applicant shall be responsible for implementing mitigation to reduce potential impacts to migratory raptor and songbird species to below a level of significance by the following: (1) Vegetation removal activities shall be scheduled outside the nesting season for raptor and songbird species (typically September 1 to February 14) to avoid potential impacts to nesting species (this will ensure that no active nests will be disturbed and that habitat removal could proceed rapidly); and/or (2) Any construction activities that occur during the raptor and songbird nesting season (typically February 15 to October 14) shall require that all potentially impacted suitable habitat be thoroughly surveyed for the presence of nesting raptor and songbird species by a qualified biologist before commencement of clearing. If any active nests are detected, a buffer of at least 300 feet (500 feet for raptors) shall be delineated, flagged, and avoided until the nesting cycle is complete as determined by the qualified biologist to minimize impacts.	Prior to construction	Prior to construction	California Department of Fish and Game
3. ARCHAEOLOGICAL/PALEONTOLOGICAL RESOURCES			
Mitigation Measure ARCH-1a: The Applicant shall retain a qualified archaeological monitor and Native American monitor who shall be present during construction excavations such as grading, trenching, grubbing, or any other construction excavation activity associated with the proposed project. The frequency of monitoring shall be based on the rate of excavation and	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
grading activities, proximity to known archaeological resources, the materials being excavated (native versus fill soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the archaeological monitor and native American monitor.			
Mitigation Measure ARCH-1b: In the event that archaeological resources are unearthed during ground-disturbing activities, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated. Work shall be allowed to continue outside of the vicinity of the find. All archaeological resources unearthed by project construction activities shall be evaluated by the archaeologist. The Applicant shall coordinate with the archaeologist, the County, and the Native American representative to develop an appropriate treatment plan for the resources. Treatment may include implementation of archaeological data recovery excavations to remove the resource or preservation in place. The landowner, in consultation with the archaeologist, the County, and the Native American representative shall designate repositories in the event that archaeological material is recovered.	During construction	During construction	Inyo County Planning Department
Mitigation Measure ARCH-1c: The archaeological monitor shall prepare a final report at the conclusion of archaeological monitoring. The report shall be submitted by the Applicant to the County, the Eastern Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, treatment of the resources, and evaluation of the resources with respect to the California Register of Historical Resources and the National Register of Historic Places.	During construction	During construction	Inyo County Planning Department
Mitigation Measure ARCH-2a: If human remains are encountered unexpectedly during implementation of the proposed project, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment. Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in Subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.			
Mitigation Measure ARCH-3a: If construction excavations will reach depths of five feet or greater, a qualified paleontologist shall attend a pre-grading/excavation meeting and develop a paleontological monitoring program for excavations into older Quaternary Alluvium deposits. A qualified paleontologist is defined as a paleontologist meeting the criteria established by the Society for Vertebrate Paleontology. The qualified paleontologist shall supervise a paleontological monitor who shall be present at such times as required by the paleontologist during construction excavations below five feet or greater into older Quaternary Alluvium deposits. Monitoring shall consist of visually inspecting fresh exposures of rock for larger fossil remains and, where appropriate, collecting wet or dry screened sediment samples of promising horizons for smaller fossil remains. The frequency of	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
monitoring inspections shall be determined by the paleontologist and shall be based on the rate of excavation and grading activities, the materials being excavated, and the depth of excavation, and if found, the abundance and type of fossils encountered.			
Mitigation Measure ARCH-3b: If a potential fossil is found, the paleontological monitor shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation and, if necessary, salvage. At the paleontologist's discretion and to reduce any construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing. Any fossils encountered and recovered shall be prepared to the point of identification and catalogued before they are donated to their final repository. Any fossils collected shall be donated to a public, non-profit institution with a research interest in the materials, such as the Eastern California Museum or the Natural History Museum of Los Angeles County. Accompanying notes, maps, and photographs shall also be filed at the repository.	During construction	During construction	Inyo County Planning Department
Mitigation Measure ARCH-3c: The paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, as well as a description of the fossils collected and their significance. The report shall be submitted by the Applicant to the lead agency, the Eastern California Museum, the Natural History Museum of Los Angeles County, and other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.	During construction	During construction	
3. HISTORICAL RESOURCES			
Mitigation Measure HIST-1: As part of the project, Residence 2 will be demolished. Residence 2 contains squared timber construction which appears to remain from the ca. 1871 cabin and has a potential to yield important information about significant historic activities conducted on the project site associated with the period of significance, ca. 1871-1883. The squared timber construction of the extant visible wall and any other historic fabric associated with the period of significance that may exist inside other walls, roof and floor of Residence 2, have a potential to yield important information about the site. The project applicant shall retain a qualified architectural historian or historical archaeologist to conduct construction monitoring during demolition of Residence 2. Any important historic fabric or artifacts associated with the period of significance, ca. 1871-1883, shall be fully recorded in	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
photographic images and written manuscript notes. Significant material retrieved from the site shall be salvaged, inventoried and properly archived in a suitable publically accessible historical collection for further analysis and interpretation. A qualified architectural historian, historical archaeologist or historic preservation professional who satisfies the Secretary of the Interior's Professional Qualification Standards for History, Archaeology, or Architectural History pursuant to 36 CFR 61, shall prepare the necessary written and illustrated documentation in a construction monitoring and data recovery report. This document shall record the history of Residence 2 during the period of significance as well document its present physical condition through site plans; historic maps and photographs; sketch maps; 35mm photography; and written data and text. All documentation components shall be completed in accordance with the Secretary of the Interior's Standards for Historical Documentation. The completed documentation shall be placed on file at the Eastern Information Center (CHRIS-EIC), University of California, Riverside, CA; the Eastern California Museum; and the County of Inyo Public Library.			
Mitigation Measure HIST-2: The Applicant shall retain a qualified archaeological monitor for ground disturbing activities associated with the proposed project. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known archaeological resources, the materials being excavated (native versus fill soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the archaeological monitor.	During construction	During construction	Inyo County Planning Department
Mitigation Measure HIST-3: In the event that historic period archaeological resources are unearthed during ground-disturbing activities, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated. Work shall be allowed to continue outside of the vicinity of the find. All archaeological resources unearthed by Project construction activities shall be evaluated by the archaeologist. The Applicant shall coordinate with the historic archaeologist and the County to develop an appropriate treatment plan for the resources. Treatment may include implementation of archaeological data recovery excavations to remove the resource or preservation in place. The landowner, in consultation with the historic archaeologist and the County, shall designate repositories in the event that archaeological material is recovered.			Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Mitigation Measure HIST-4: The archaeological monitor shall prepare a final report at the conclusion of archaeological monitoring. The report shall be submitted by the Applicant to the County, the Eastern Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, treatment of the resources, and evaluation of the resources with respect to the California Register of Historical Resources and the National Register of Historic Places.	During construction	During construction	Inyo County Planning Department
Mitigation Measure HIST-5: If human remains are encountered unexpectedly during implementation of the proposed project, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment. Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in Subdivision (k) of	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.			
4. HYDROGEOLOGY & SURFACE HYDROLOGY			
Mitigation Measure HYDRO-1: During the initial sequential activation of the first two production lines after Phase I building has been completed, all three wells shall be utilized so that the total groundwater demand is spread between the three wells, as opposed to pumping only one well at full capacity while leaving the other two wells idle. This will mitigate water level drawdown impacts in the vicinity of any one pumping well.	During project operation	During project operation	Inyo County Planning Department Inyo County Water Department
Mitigation Measure HYDRO-2: The applicant shall submit a Groundwater Monitoring, Mitigation, and Reporting Plan (prepared by a qualified hydrogeologist or other specialist approved in advance by the Inyo County Water Department) to the Inyo County Water Department for review and approval prior to the operation of the three water supply wells, as follows: • The Plan shall be submitted to the Inyo County Water Department at least three months prior to the commencement of project operation to allow for adequate review time and any necessary revisions. • The Plan shall provide a detailed methodology for monitoring background groundwater levels. The monitoring period shall include pre-operation and project operation. The Plan shall establish pre-operation and project-related groundwater level trends that can be quantitatively compared against predicted trends near the project pumping wells and potentially impacted resources. • The Plan shall include the applicant's existing model for predicting changes in the groundwater flow system resulting from the project. This model has the capability to assess changes in hydraulic head, flow rate, flow direction, and water budget. In addition,	Prior to and during project operation	Prior to and during project operation	Inyo County Water Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
the Plan shall include model runs which predict effects of the planned groundwater pumping for the project on off-site wells. • The Plan shall define triggers for on-site monitoring wells that correspond to potential impacts on off-site wells. The triggers shall be based on the results of monitoring and modeling. The applicant shall also use the model to provide an evaluation of the sustainability of the water supply for the life of the project, including the cumulative sustainability when considered with other pumping occurring or projected to occur in the groundwater basin. • The Plan shall also include the following: 1. Initiation: Provisions for initiation of evaluation of the water level data; 2. Verification: A plan for verifying the predictive tools described above and for revising or recalibrating the tools as necessary; and 3. Revisions: A plan for revising thresholds as dictated by new data concerning system response to project operation. • Monitoring. Water level monitoring shall be conducted and reported at monthly intervals for the first two years of project operation following each phase of project buildout. Data shall be collected and analyzed by a qualified specialist to be retained by the applicant and approved by the Inyo County Water Department. Monitoring reports shall be prepared by the applicant's approved specialist and submitted to the Inyo County Water Department within 20 days of data collection. After the first two-year operational and monitoring period following each phase of project buildout, the applicant's approved specialist shall evaluate the data. If appropriate, the applicant's approved specialist shall recommend whether the monitoring program shall be revised or eliminated, based on observed groundwater level changes as compared with predicted modeling, and on the consistency of the data collected. The final determination of whether the monitoring program is to be revised or eliminated shall be made by the Inyo County Water Department. Off-Site Well Impacts. In the event that a well owner notifies the Inyo County Water Department that impacts to off-site wells have occurred or will occur due to the project, and impacts are confirmed through verifiable data as determined by the Inyo County Water			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Department, the applicant shall take one or more of the following steps in consultation with and as approved by the Inyo County Water Department to maintain less than significant impacts: (1) a short-term or long-term reduction in pumping from one or more wells at the Cabin Bar Ranch or other wells within its control, (2) direct provision of water from Crystal Geyser to the impacted well owner(s), and/or (3) direct financial compensation from Crystal Geyser to the impacted owner(s) for the costs to modify well(s) and/or for increased electrical costs. Disputes as to the cause of well water drawdown or appropriate corrective measures shall be resolved by the County. It is understood that the Inyo County Water Department will consider, but will not be limited to, the following as part of its confirmation of impacts and mitigation for off-site well impacts: 1. Mitigation for project effects on off-site wells shall depend upon the specific characteristics of each well, and the use of the well. 2. The applicant shall work with the Inyo County Water Department to evaluate wells that may be affected by groundwater drawdown as the project progresses. 3. The Inyo County Water Department shall consider in its evaluation the applicant's monitoring data, as required pursuant to this mitigation measure, and the groundwater model, as it may be amended.			
Mitigation Measure HYDRO-3: The project applicant shall retain qualified groundwater professionals to evaluate water quality as set forth in this mitigation measure, since pumping is conducted continuously and groundwater conditions may change. Examples of such data review and interpretation may include, but not be limited to, the following: • To establish a database where possible long-term trends and changes in water quality may be evaluated, groundwater samples shall be collected at least once every three years from the pumping wells and key groundwater monitoring wells for analysis of physical constituents (e.g., temperature, electrical conductivity, turbidity, pH; general minerals, trace metals; and the radiological constituents is recommended.	During project operation	During project operation	Inyo County Water Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
• Plot the production quantities from each well, along with rainfall and SWLs, in order to assess the impact of pumping on SWLs in all monitored sites. • Plot temporal changes in key water quality constituents in groundwater samples from the wells. Typical key water quality constituents include total dissolved solids, electrical conductivity and selected cations, such as calcium, magnesium, sodium and boron, and cations, such as bicarbonate, sulfate and chlorides. Tracking changes in these constituents in those wells close to the Spring Line fault may provide indication of any possible intrusion of brackish groundwater from the east side of the fault into the aquifers on the west side of the fault. • In the event that verifiable data are presented to the Inyo County Water Department demonstrating impacts to water quality due to the applicant's pumping activities, the applicant shall undertake a short-term or long-term reduction in pumping from one or more wells at the Cabin Bar Ranch to maintain less than significant impacts, in consultation with and as approved by the Inyo County Water Department.			
5. NOISE			
Mitigation Measure NOISE-1: Noise-generating equipment operated at the project site shall be equipped with the most effective noise control devises, i.e., mufflers, lagging, and/or motor enclosures. All equipment shall be properly maintained to assure that no additional noise, due to worn or improperly maintained parts, would be generated.	During construction	During construction	Building and Safety Department
Mitigation Measure NOISE-2: A 15-foot-tall temporary noise barrier shall be provided along north boundary of the project site to block line-of-sight to the residential uses north of the project site.	During construction	During construction	Building and Safety Department
6. TRAFFIC			
Mitigation Measure TRANS-1: To ensure truck and motorist safety, the proposed internal access roadway shall be constructed at the onset of Phase I construction activities.	Onset of Phase I construction	Onset of Phase I construction	Inyo County Planning Department

ATTACHMENT #7

ORDINANCE No._____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2012-02/CRYSTAL GEYSER ROXANE AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO, BY RECLASSIFYING A 23.46-ACRE PORTION OF A 420-ACRE PARCEL LOCATED ADJACENT (ON THE SOUTH) TO THE COMMUNITY OF CARTAGO, ON THE EAST SIDE OF U. S. HIGHWAY 395, FROM OPEN SPACE, 40-ACRE MINIMUM (OS-40) AND RURAL RESIDENTIAL (RR) TO LIGHT INDUSTRIAL (M-2).

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

SECTION I: AUTHORITY

This Ordinance is enacted pursuant to the police power of the County of Inyo in accordance with Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establish the procedure to enact changes to the Zoning Ordinance of the County, set forth in Title 18 of said code.

SECTION II: FINDINGS

Upon consideration of the material submitted and statements made at the public hearing held on this matter, this Board finds as follows:

(1) In accordance with Inyo County Code Section 18.81.320, Crystal Geyser Roxane LLC applied to the Inyo County Planning Commission to amend the Zoning Map of the County of Inyo from Open Space, 40-acre minimum (OS-40) and Rural Residential (RR) to Light Industrial (M-2) on for a 23.46-acre portion of the overall 420-acre Cabin Bar Ranch Property, as described in Section III of this Ordinance.

(2) On December 13, 2012, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification No. 2010-02/Crystal Geyser Roxane, following which the Commission adopted Resolution No. 2012-(XX) in which it made various findings and recommended that this Board amend the Zoning Map of the County of Inyo so that 23.46 acres described in Section III of this Ordinance be rezoned from Open Space, 40-acre minimum (OS-40) and Rural Residential (RR) to Light Industrial (M-2).

(3) The Board of Supervisors hereby adopts the findings for environmental review of the proposed project, as described in Attachment A hereto which is incorporated by reference herein.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on the 23.46-acre property as described in Attachment B hereto which is incorporated by reference herein, is changed from Open Space, 40-acre minimum (OS-40) and Rural Residential (RR) to Light Industrial (M-2).

SECTION IV: EFFECTIVE DATE

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

Attachment A: California Environmental Quality Act (CEQA) Findings
Attachment B: Site Plan & Legal Description

PASSED AND ADOPTED THIS 15th DAY OF JANUARY, 2013.

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
XXXX, Chair
Inyo County Board of Supervisors

ATTEST:
KEVIN CARUNCHIO
Clerk of the Board

By:_____
Pat Gunsolley, Assistant

Lagerlof Senecal Gosney & Kruse LLP

301 North Lake Avenue
10th Floor
Pasadena, CA 91101-4108
Phone: 626.793.9400
Fax: 626.793.5900
www.lagerlof.com

Established 1908

December 12, 2012

VIA E-MAIL & FACSIMILE

Ms. Tanda Gretz, Senior Planner
Inyo County Planning Department
P. O. Drawer L
Independence, CA 93526

Re: Proposed Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Facility Inyo County, California – Cartago Mutual Water Company Comments

Dear Ms. Gretz:

We are the attorneys for Cartago Mutual Water Company ("CMWC") and offer these comments in connection with the Inyo County Planning Commission's public hearing to be held on the above-referenced project (the "Project") tomorrow evening. Although we were only recently engaged by CMWC on this matter, we have had an opportunity to review relevant correspondence and parts of the Draft EIR and Final EIR for the Project, including the applicant's responses to comments, topical responses concerning hydrogeology, revised mitigation measures and mitigation monitoring and reporting program.

Because of the close proximity of CMWC's two groundwater production wells to the Project location, CMWC is very concerned regarding possible adverse impacts to groundwater in the area. These concerns arise from both the potential for the Project's operations to draw down local groundwater levels and the potential for degraded water quality that could result in CMWC ultimately having to shut down its wells, which would be devastating for the community CMWC serves. We have reviewed the September 25, 2012 letter that Taber Consultants submitted on CMWC's behalf to comment on the Project's Draft EIR, and Taber Consultants' December 4, 2012 letter to you that further commented on the Final EIR's provisions. We reiterate the points raised in Taber Consultants' December 4 letter concerning the shortcomings of the Final EIR and concur with the six suggestions made at the conclusion of that letter. We strongly believe that those six suggestions should be included as conditions with which Crystal Geyser must comply in connection with approval of its Project.

In particular, CMWC is concerned with water quality issues that may arise from the Project's operations. We are informed that Crystal Geyser currently uses arsenic filtration as part of its treatment process and that filtration process includes the on-site regeneration of arsenic media and the related use of toxic materials, including sulfuric acid. More troubling, however, is

the fact that Crystal Geyser is currently conducting those operations without having been issued a permit by the Lahontan Regional Water Quality Control Board for the discharge of those materials. Moreover, the environmental review documents for the Project do not at all mention arsenic filtration. That is acceptable if the Project will not be using that particular process. However, if that process will be used as part of Crystal Geyser's new facility, the omission of that treatment process from the Draft EIR and Final EIR prevents the public from having full information pertaining to the Project and thus constitutes a serious violation of CEQA; not to mention the possibility for significant adverse impacts that may result from the toxic materials used in that treatment process.

Lastly, while Taber Consultants' December 4 letter stated general acceptance of the proposed plan for monitoring water levels (subject to the suggestions mentioned in that letter), we want to clarify that in no way should that general acceptance be construed as any waiver of CMWC's legal rights if the Project's groundwater production should damage CMWC's ability to fully utilize its wells. In particular, CMWC vehemently objects to the statement on page 4-22 of the Final EIR, in Mitigation Measure HYDRO-2 that, "Disputes as to the cause of well water drawdown or appropriate corrective measures shall be resolved by the County." While in a given circumstance, CMWC may desire to impart such power and authority to the County, a blanket authorization such as that set forth in that mitigation measure is beyond the County's power, and certainly is beyond Crystal Geyser's power, to promulgate. CMWC sincerely hopes it will never need to resort to judicial action to protect its wells, but if it ever needs to, it should be able to resort to all available remedies, including injunctive relief through the Inyo County Superior Court.

We hope that the Planning Commission carefully considers these comments, along with the comments made in Taber Consultants' December 4 letter. Thank you for your attention to this matter.

Sincerely,

James D. Ciampa

JDC/cc

cc: Cartago Mutual Water Company (via e-mail)

Lagerlof Senecal Gosney & Kruse LLP

Taber
Since 1954

Taber Consultants
3911 West Capitol Avenue
West Sacramento, CA 95691-2116
(916) 371-1690
(707) 575-1568
Fax (916) 371-7265
www.taberconsultants.com

December 4, 2012

Ms. Tanda Gretz, Senior Planner
Inyo County Planning Department
P.O. Drawer L
Independence, California 93526

Subject: Comments on Final Environmental Impact Report
Proposed Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Facility
Inyo County, California

Taber Consultants has been retained by Cartago Mutual Water Company (CMWC) to provide comments on the proposed General Plan Amendment No. 2010-01, Zone Reclassification No. 2010-02 and Conditional Use Permit No 2010-03 for the proposed Crystal Geyser Roxane Cabin Bar Ranch water bottling facility located south of Cartago, Inyo County, California.

Taber Consultants has received and reviewed the November 2012 *Final Environmental Impact Report* (EIR) which includes sections addressing comments received concerning the August 2012 Draft EIR. We feel the issues addressed in our comments on the Draft EIR remain mostly unanswered and we have continued concerns about the potential effects of this project on Cartago Mutual Water Company's water supply wells.

Groundwater Quality Issues and Gradient

The EIR reports a groundwater gradient in the vicinity of the project of 0.0025 to 0.003 foot/foot. This is a relatively flat gradient and could be substantially affected by groundwater pumping which can cause a gradient reversal due to well drawdown, in essence situating saturated sediments containing poor quality water below Owen Lake Bed to be a locally upgradient direction from the pumping well. Furthermore, the Final EIR acknowledges that the proposed pumping will significantly impact the springs along the Spring Line Fault, which implies drawdown from the wells will extend at least that far. We continue to disagree that the Spring Line Fault provides a significant hydrological barrier and that there is potential for the additional pumping proposed by the Crystal Geyser operation to draw in low quality water from the east of the fault. Indeed, several current water wells owned by Crystal Geyser are reported to be off-line due to intrusion of poor quality water from below Owens Lake Bed caused by the current pumping operations.

Impacts of Wet and Dry Cycles

We remain concerned about wet and dry cycles about how dry cycles could potentially affect CWMC wells through over-extraction during these dry periods. Cycles of wet and dry weather are a natural phenomenon and have nothing to do with so-called "global warming." Wet cycles contribute to greater groundwater storage where dry cycles result in reduced groundwater recharge. When groundwater extraction remains the same during dry periods, the amount of water in storage decreases resulting in a lower water table in the upper unconfined aquifer and potential subsidence in the lower confined aquifer. Comments in the Final EIR have discounted this effect, but they have provided no modeling or other data to support their contention that this is an irrelevant, in fact, Figures 9A and 9B of the Hydrogeological Study included in Volume 2 of the Draft EIR as Appendix F, clearly shows these wet and dry weather cycles.

Monitoring Plan

Crystal Geyser proposes using a contractor to conduct water level and water quality data to monitor the effects of the proposed pumping. While we are in general agreement with this concept, it is not specified in the Final EIR just how such monitoring would be conducted. We recommend that an independent third party that is not overseen by Crystal Geyser conduct the monitoring and reports results to Crystal Geyser, the Inyo County Environmental Health Department and other stakeholders concurrently.

We continue to believe it is prudent to incorporate consideration of the CMWC wells into the overall monitoring program. While the monitoring plan outlined in the Final EIR is generally acceptable, it does not take into account collecting any data (either water level or water quality data) from CMWC wells and it does not allow for independent verification of the monitoring data collected. We understand that CMWC is responsible for their normal Title 22 monitoring requirements, however these requirements are designed to protect consumers of public water systems and are not designed to measure the impacts of something like the proposed Crystal Geyser expansion.

Permitting

Currently, discharges from the present Crystal Geyser operations are not permitted through the Lahontan Regional Water Quality Control Board (LRWQCB). It appears that both current proposed operations should be subject to regulation through the Title 27 Waste Discharge Requirements program, which would be administered by the LRWQCB for this area. The purpose of the WDR program is to protect groundwater quality through the regulation of point discharge sources. Taber Consultants recommends that current operations as well as proposed operations be properly permitted to maximize groundwater protection from wastewater discharges resulting from the Crystal Geyser operations.

Taber Consultants continues to make the following recommendations for conditions to be placed on the operating permits for the proposed Crystal Geyser expansion:

1. To provide verifiable pumping rates, drawdown data and other hydrogeologic data to determine impacts of the additional pumping proposed by Crystal Geyser on CMWC, an independent third party should be contracted to verify data from flow meters, pressure

Taber
Since 1954

transducers/dataloggers installed in the monitoring wells/piezometers and drawdown data from CMWC wells. This independent third party should report concurrently to both Inyo County Environmental Health Department

2. Further evaluation of pumping on water quality with respect to poor quality water from Owens Lake sediments and the extent to which the Spring Line fault provides a significant hydrologic barrier to groundwater flow or a sufficient monitoring plan to detect any intrusion of poor quality water from Owens Lake Bed as a result of pumping operations.
3. Water quality data should also be collected from CMWC wells on a routine basis out side of the normal Title 22 sampling which remains the responsibility of CMWC.
4. Well interference analysis taking into account dry season/low recharge hydrologic conditions using the maximum pumping rates proposed by Crystal Geyser.
5. Provisions for backup water supply for CMWC in case pumping by Crystal Geyser does create well interference to the degree that it affects CMWC's ability to meet customer water needs.
6. Proper permitting, as required, through the WDR program for current and proposed operations of the water bottling plant.

Should there be any questions concerning these comments, please do not hesitate to call us.

PROFESSIONAL GEOLOGIST
THOMAS E. BALLARD
No. 961
CERTIFIED
HYDROGEOLOGIST
STATE OF CALIFORNIA

Very truly yours,
TABER CONSULTANTS

Thomas E. Ballard, PG #7299, CHG #961
Principal, Senior Hydrogeologist

cc: Inyo County Water Department- Bob Harrington
Inyo County Board of Supervisors
Inyo County Environmental Health Director- Marvin Moskowitz
Inyo- Mono Integrated Water Management Program Director- Mark Drew, Ph.D.

Taber
Since 1954

Taber Consultants
3911 West Capitol Avenue
West Sacramento, CA 95691-2116
(916) 371-1690
(707) 575-1568
Fax (916) 371-7265
www.taberconsultants.com

September 25, 2012

Ms. Tanda Gretz, Senior Planner
Inyo County Planning Department
P.O. Drawer L
Independence, California 93526

Subject: Comments on Draft Environmental Impact Report
Proposed Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Facility
Inyo County, California

Taber Consultants has been retained by Cartago Mutual Water Company (CMWC) to provide comments on the proposed General Plan Amendment No. 2010-01, Zone Reclassification No. 2010-02 and Conditional Use Permit No 2010-03 for the proposed Crystal Geyser Roxane Cabin Bar Ranch water bottling facility located south of Cartago, Inyo County, California.

Taber Consultants has reviewed documents provided by Cartago Mutual Water Company, including the August 2012 *Draft Environmental Impact Report* (EIR) which includes, as Appendix F, a Hydrogeologic Evaluation report prepared by Richard C. Slade & Associates LLC of Studio City, California and dated June 2012. The EIR also includes a summary and discussion of Hydrogeology and Surface Hydrology in section 4.G. of the main report.

Taber Consultants has concerns with the potential impacts of the proposed additional pumping on the CMWC wells and the lack of proposed monitoring for these wells.

CMWC has two wells, designated as CMW-1 and CMW-2 on the EIR figures. The main production well, CMW-2, is a deeper well screened mainly in what has been identified as the deeper aquifer zone. CMW-1 is a backup well which originally extended to approximately 200 feet below grade, but has now lost some of its capacity due to sanding of the well.

The emphasis of the Hydrogeologic Evaluation report appears to focus on the effect pumping and use of water resources in surrounding areas would have on the proposed Crystal Geyser facility and does not consider in any detail the effects of sustained production of 360 acre-feet per year, including more aggressive pumping during summer "peak demand" periods when groundwater levels are typically at their lowest, could have on surrounding water infrastructure other than a short comment that the CMWC main production well is "mostly" screened in the deeper aquifer zone and Crystal Geyser wells will be extracting groundwater from the shallow aquifer.

Taber
Since 1954

The Hydrogeological Evaluation report relies heavily on the existence of a aquitard that separates a shallow aquifer zone from a deeper aquifer zone. Based on geologic cross sections, the aquitard discussed in the report may not be as laterally extensive as assumed in the report. The driller's log for the current CMWC production well (CMW-2) indicates a 5-foot thick clay zone from 80-85 feet below grade. This is not the substantial aquitard inferred in the Hydrogeologic Evaluation report and demonstrates the lateral variability in lithologies that would be expected in sediments derived from an alluvial fan depositional environment, such as exist in this area. As shown on the geologic cross sections included in the EIR, individual lithologic units tend to pinch out laterally and even then tend to be inconsistent in their thickness and hydrogeological properties.

Another important point to be taken into consideration is that most aquitards are leaky to one degree or another. Geologic cross sections indicate that the aquitard separating the shallow aquifer from the deeper aquifer varies in thickness and, as a consequence, leakage flux should be taken into account. No data has been provided on leakage between aquifers, although Section 2.d.(2)(v) on page 4.G-26 of the EIR report anticipates these conditions and correctly recognizes that the shallow and deep aquifer zones are not expected to be hydrologically isolated from each other.

Pumping from existing Crystal Geyser wells has been known to substantially affect the flow from springs in the area as documented in the pumping tests conducted at the site and personal communications, so it is likely impacts from increased pumping will further impact these surface water resources. This also indicates the impact on the shallow aquifer from the existing pumping, which would be substantially increased under the proposed bottling facility operation.

Modeling conducted by Richard C. Slade & Associates LLC and others indicates that CMWC wells will not be impacted for several reasons, but there needs to be a monitoring plan in place to verify pumping rates and impacts to wells outside of the Crystal Geyser facility. The analysis to date has centered on the onsite wells with little consideration given to the private and CMWC wells to the north of the proposed project area. Every model has assumptions or built in generalizations by necessity, a fact that is recognized in Richard C. Slade & Associates' Hydrogeologic Evaluation report and on page 4.G-27 of the EIR. Modeling represents idealized or normalized conditions that are seldom realized in actual practice. Modelers try to account for this by being conservative in their estimates or building in safety factors, but the best way to account for these uncertainties is to calibrate the model with real data over time. This requires data collected from monitoring wells and/or piezometers to verify the predicted drawdowns and radius of influence of the actual pumping operations.

While the EIR indicates the project area is presently in a hydrologically "wet" period and pumping test data appears to be predicated on this situation, there are indications we may be moving back into a dry or drought period – a situation that does not appear to have been anticipated by the hydrogeological evaluation. Reduced recharge from such a dry period could substantially affect water levels in the wells and the radius of influence and drawdown from the anticipated increased pumping by the expanded Crystal Geyser operation.

Taber
Since 1954

Water quality issues have also not received a detailed consideration in the Hydrogeologic Evaluation report with the assumption that the Spring Line fault will provide a hydrologic barrier to prevent the increased pumping from capturing and drawing in poorer quality water from the Owens Lake sediments. Based on the documents reviewed, no valid assessment has been made of the extent of potential transmission across this fault zone. Faults in unconsolidated sediments, such as the Spring Line fault, do not provide a sufficient hydrologic barrier to provide an aquifer bounding condition as is implied in the EIR. This is a significant concern in that once poor quality water starts getting drawn in the wells, it is very difficult, if not impossible, to restore the water quality to the aquifer. While the proposed monitoring program is designed to evaluate this possibility, the proposed remedy is to reduce pumping rates – something that is something that is unlikely to happen due to production schedules that require the highest level of pumping during the summer months.

We believe it is prudent to incorporate consideration of the CMWC wells into the overall hydrogeological analysis for this project. While the monitoring plan outlined in the EIR is generally acceptable, it does not take into account collecting any data (either water level or water quality data) from CMWC wells and it does not allow for independent verification of the monitoring data collected.

Taber Consultants makes the following recommendations:

1. To provide verifiable pumping rates, drawdown data and other hydrogeologic data to determine impacts of the additional pumping proposed by Crystal Geyser on CMWC, an independent third party should be contracted to verify data from flow meters, pressure transducers/dataloggers installed in the monitoring wells/piezometers and drawdown data from CMWC wells.
2. Further evaluation of pumping on water quality with respect to poor quality water from Owens Lake sediments and the extent to which the Spring Line fault provides a significant hydrologic barrier to groundwater flow.
3. Water quality data should also be collected from CMWC wells on a routine basis.
4. Well interference analysis taking into account dry season/low recharge hydrologic conditions using the maximum pumping rates proposed by Crystal Geyser.
5. Provisions for backup water supply for CMWC in case pumping by Crystal Geyser does create well interference to the degree that it affects CMWC's ability to meet customer water needs.

Should there be any questions concerning these comments, please do not hesitate to call us.

PROFESSIONAL GEOLOGIST
THOMAS E. BALLARD
No. 961
CERTIFIED
HYDROGEOLOGIST
STATE OF CALIFORNIA

Very truly yours,
TABER CONSULTANTS

Thomas E. Ballard, PG #7299, CHG #961
Principal, Senior Hydrogeologist

Taber
Since 1954

cc: Inyo County Water Department- Bob Harrington
Inyo County Board of Supervisors
Inyo County Environmental Health Director- Marvin Moskowitz
Inyo- Mono Integrated Water Management Program Director- Mark Drew, Ph.D.

Elton Family

From: Marylata Elton Jacob

To: Inyo County Planning Commission

Copies: Buck Elton, Kenneth Elton, Marian Elton Seiter, Teri Elton Béchetoille, T.J. Elton, Sean Elton, Smilja Blackmon Elton Family Trustee, Patricia A. Elton, Elton Family Trustee

Date: 13 December 2012

Re: CGR – Cabin Bar Bottling Plants and Development

Ladies and Gentlemen:

On behalf of the Elton family, thank you for the opportunity to comment on the FEIR and Staff Recommendations. While supportive generally of the right of owners of property to pursue development of their property, we're also cognizant of the legitimate concern of the state, county and regulatory bodies that things be done correctly, and the equal rights and interests of adjacent or affected property owners to not see one party's use inappropriately diminish or affect the interests of other owners and residents in Inyo County.

The Elton family has deep roots here in Inyo County because of the Cabin Bar Ranch. I attended Lone Pine High and was proud to be a cheerleader for the Eagles. My brother Buck Jr. and wife Chris raised their three children, our stepbrother and me on the ranch. Buck coached the Olancha Mustangs sports teams to victory and was the LP School District President, while Chris taught special education to kindergartners at the LP Elementary School. Buck's son "Lil Buck" isn't so little any more, and Olancha has bragging rights to this young man, as he is about to pin on as Brigadier General in the Air Force. My sister Marian, currently the LP Chamber of Commerce Treasurer, raised her sons here in Lone Pine. My sister Smiljann raised her two children here and as a Cal-Trans employee, Annie helped pave the highways literally. My parents, eight brothers and sisters, nephews and nieces contributed to the community while riding, roping and running a fully operational cattle ranch on the Cabin Bar.

As an attribute to CGR's Cabin Bar development, the Staff cites the existing CGR bottling facilities. To avoid any confusion, for more than forty years the Elton Family has and continues owning that property and all associated water rights. Crystal Geyser Roxane is our Tenant and has certain rights under a Ground Lease. It is neither the owner of the land nor the owner of the water on or underlying it. The information submitted may have suggested or been interpreted otherwise, and that does need to be clarified so that the extent of all interested parties is known and their comments appropriately valued as part of this important process.

There are five major subjects in the Staff Report that are extremely alarming, and as to which I've been asked to comment on behalf of the extended Elton family and Trustees.

© Gartner Studios

1) NO IMPACT ON GROUNDWATER

Staff cites "CGR meets goals and policies of Inyo County", for job creation and that "hydrology reports maintains sustainable groundwater withdrawal levels without impact to surrounding communities".

My father, Buck Elton Sr., Anheiser-Busch and DWP previously commissioned extensive hydrology reports on the Cabin Bar. These reports detail the spring source and adverse impact on our water levels by pumping either on the Cabin Bar or pumping groundwater for dust abatement. For full and appropriate consideration of the accuracy of the conclusion suggested by the summary hydrology reports referenced by staff, we need to see the underlying data which, inconsistent with the prior hydrology work and studies, is now suggested to show for the first time "no impact" on groundwater. All parties, certainly interested and affected landowners, need to see the underlying data for further comment and ask that the EIR utilizes and considers all previously created reports to determine a well considered, fully researched and objective final opinion.

Our hydrologists have advised us that the present EIR does not fully address the impact on Elton spring water; specifically the impact on our sustainability, quantity and quality. Requests to CGR for copies of the Elton owned springs hydrology reports have been ignored. We would ask that Staff assure that all hydrology reports are provided and considered so that the best possible opinion and conclusion is reached.

2) MITIGATION

While the report outlines mitigation measures for off-site wells, changes in our water levels, as it relates to our spring water, are not addressed. There are distinct and unique character differences between Cartago wells and the flow of our spring water.

Three mitigation measures are defined in the staff report.

After notification to Inyo County Water Department, the first measure to rectify drops in water levels is to reduce pumping. CGR must also put into place "triggers" for "potential impact on surrounding communities". What are the exact triggers? What are the criteria for potential impact? When is notice to occur and to whom – as more than just the Water Department has an interest here? What are the timelines for action and reaction? The current language is as vague as it may be difficult to police much less enforce.

The second measure to "provide water to impacted owners" is not applicable to Elton water, as spring water is irreplaceable, not to mention that the source waters at CBR and Elton are identical, meaning that the source would be completely depleted. CGR cannot simply give us back our own spring water. That may not have been considered by staff, particularly with incorrect information provided as to CGR rights to our land and water when the truth is the Elton family owns both and CGR is a lessee.

The third measure is to provide "financial compensation to impacted owners". Public records show CG Roxane planned to pay the Californian city of Orland $325,000 per acre-foot in excess of pre-set limitations. That is equivalent to $1.00 per gallon recompense. What is the exact compensation for Olancha and Cartago residents? How will it be determined, and is

© Gartner Studios

this not important to set in place now so that CGR knows what exposure it faces and Olancha and Cartago residents have some level of protection?

3) CABIN BAR LIMITED TO 360 AF/YEAR

Lower volumes of pumping in off-season does not properly mitigate the high volume pumping in preparation for and during summer. Concurrent with Cabin Bar high volume pumping is CGR high volume pumping of our spring water. Drawdown of Elton water levels via high volume pumping on Cabin Bar will directly, dramatically and adversely impact the economic value of Elton spring water.

CGR currently pumps more than 350 AF/year of Elton Spring water. With only two bottling lines, the Cabin Bar production limit of 360 AF/yr more than doubles current production levels. Does the 360 limit include or exclude current production on the existing bottling plants? Additional waters in report are clearly identified, with no mention of existing quantities.

There have been no discussions or questions from the planning department directly with the Elton family regarding the impact on our water or income. That may again reflect a key misimpression that CGR owns it all, when in fact it owns nothing of the Elton land or water. For clarity purposes again, CGR is a tenant and makes payment to Eltons for water provided under a lease. CGR has not outlined to the Eltons how the production plans of the current plant are impacted by CBar proposed plants. The Elton Family Trustees have informed the planning department as well as CGR of our initial concerns. Since the release of the final staff recommendations, which have not addressed our initial concerns, we upgraded our comments to the level of a grave concern, which, responsibly, needs to be addressed due to the scope of the proposed project and impact on the Eltons as long-term property owners adjacent to Cabin Bar.

4) 500 GPM AND SPRING WATER CERTIFICATION

The 500 per gallon flow is not well or sufficiently defined in the EIR. The Elton family knowledge and observation of the Cabin Bar spring system is well documented. What steps are called out in the mitigation requirements to determine that 500 gallons per minute pumping does not exceed the volume of water required to permit the "spring waters natural flow" which is required for spring water certification?

The 500-gallon limit is aggregate according to the report. Is this also an average of off-season and high volume pumping?

All Elton springs are spring water certified. CGR enjoys the privilege of bottling Elton spring water "at the source." Do the three CBar springs have Spring Water Certificate at all or at the highest levels of pumping? What mitigation steps are contemplated to make certain that Cabin Bar pumping does not detrimentally affect Elton Certification? What proof does CGR have that provides irrefutable evidence?

5) EASEMENT RIGHTS

The staff cites "proximity of (.75 miles) to existing plants" (which are on Elton land) as favorable for efficiency and economics. The EIR report glaring omits that CGR does not have

© Gartner Studios

easement rights to travel from the existing plants on Elton land to the Cabin Bar. Again, that may have reflected a mistaken assumption that CGR has unrestricted rights to the Elton land, which is not the case.

As was pointed out by the planning commissioners in the September public hearing, use of Hwy 395's shoulder is illegal. For the record, all CGR vehicles and foot traffic must travel out fully onto Hwy 395 to access either facility, as CGR has not discussed any other alternative with the Eltons, and no other agreement is in place.

IN CLOSING

Over 40 years ago, in May 1972, my father Buck Elton Sr., and mother Smilja Elton, purchased the Cabin Bar Ranch with Bill Thornburg because it was one of the last private properties in the Owens Valley that owned its water rights. It was my dad's vision to establish water as a viable income for his children, grandchildren and their children after that, and most importantly to bring jobs to Olancha and Lone Pine residents. In May 1990, my dad leased land to Crystal Geyser in fulfillment of that vision. While the relationship with CGR has not always been the best, the entire Elton family understands that it is a for profit company, it is looking to make money, it has rights as well as a landowner, and the Elton's respect and understand all that. In turn, the Eltons are residents, we want to assure that our children's' interests are protected, and we want the same respect shown to us as equal and long term landowners, and to see a well considered decision with proper protections in place.

Should the Planning Commission or Supervisors approve the Cabin Bar Water Bottling project, it has to follow fully, investigating the hydro-geographical and economic impact to the Eltons, the one family that is the reason Crystal Geyser is here at all. The passion in these remarks is not directed at anyone, or critical of anyone. I'd like to believe it is the passion the Commission, Supervisors and Staff would want residents of Inyo County to have in being protective of our county, respectful of one another's rights, and sensitive to the impact on others of decisions made too quickly, without all the evidence and reports, and without processes and procedures in place to assure any decision made is one easily and effectively policed and enforced. The concerns of the Elton family are not adverse to CGR, they are simply wanting the best decision made after full consideration of all information, and any approval to come with proper triggers, controls and steps already in place to assure effective implementation and supervision when and if required.

Thank you.

Marylata E. Jacob

Marylata Elton Jacob
Daughter, Buck Elton Sr.
Elton Family

© Gartner Studios

I submit this oral presentation, along with the following references cited in the STAFF REPORT AND RECOMMENDATIONS; attach 2-7 beginning on page 33 of the pdf file.
**** Denotes additional comments:*

Page 33 Table 4-1: CGR must have onsite monitoring with "triggers" for potential impact on surrounding communities.

Page 34 Hydro 3: Off site Well Owners must notify Inyo County Water Department of drops in water levels. Applicant must take one or more of these actions – reduction in pumping, provide water to impacted owners, or by direct financial compensation to impacted owners.
*** Recommend acquiring baseline levels on all surrounding wells to verify level drops.
*** Spring water is irreplaceable.
*** What is the compensation? Public records show CGR planned to pay the city of Orland, California $325,000 per acre-foot that exceeded a pre-set limit; equivalent to $1.00 per gallon over the pre-set limit. (In 2009 CGR abandoned the Orland project citing excessive legal fees prompted by two citizens legal demand for CG Roxane to complete a full EIR.)

Page 41 2.) Cites CGR meets goals and policies of Inyo County, hydrology reports maintains sustainable groundwater withdrawal levels without impact to surrounding communities.
*** Planning Department to adopt CGR job creation priority given to Inyo County residents, before hiring Kern County residents.
4.) Cites favorably of CBar CGR because of proximity (.75 miles) to existing bottling plant (on Elton Land)

Page 42 8.) Cites efficiency in terms of logistic and economics due to proximity of existing bottling plants

Page 43 10.) Cites 360AF/yr will have no impact on groundwater

© Gartner Studios

State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Deserts Region
407 West Line Street
Bishop, CA 93514
www.dfw.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director

RECEIVED
JAN 2013

January 16, 2013

Ms. Tanda Gretz
Inyo County Planning Department
P.O. Drawer L
Independence, CA 93526

Subject: Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Facility Project
SCH No. 2011091055

Dear Ms. Gretz,

The Department of Fish and Game (Department) has reviewed the November 2012 Final Environmental Impact Report (FEIR), for the Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Facility Project (Project) prepared by PCR Services Corp. on behalf of Inyo County Planning Department (Lead Agency), including the Lead Agency's response to comments on the Draft Environmental Impact Report (DEIR). The Department is providing additional comments as the State agency which has the statutory and common law responsibilities with regard to fish and wildlife resources and habitats. California's fish and wildlife resources, including their habitats, are held in trust for the people of the State by the Department (Fish and Game Code §711.7). The Department has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and the habitats necessary for biologically sustainable populations of those species (Fish and Game Code §1802). The Department's fish and wildlife management functions are implemented through its administration and enforcement of the Fish and Game Code (Fish and Game Code §702). The Department is a trustee agency for fish and wildlife under the California Environmental Quality Act (CEQA; see CEQA Guidelines, Title 14, California Code of Regulations §15386(a)). The Department is providing these comments in furtherance of these statutory responsibilities, as well as its common law role as trustee for the public's fish and wildlife.

The FEIR adequately addresses each of the Department's concerns outlined in our October 8, 2012 comment letter and we look forward to continuing to work with the Lead Agency and Project proponent on permitting needs. However, the Department would like to point out that the FEIR, Section 3.0 Corrections and Additions (page 3-13), in reference to DEIR Section 2.0 Project Description makes reference to the Project Site Plan, Figure 2.0-4, stating the figure, *"is revised to display the revised site design."*.

Figure 2.0-4 in the FEIR is not the 'updated' site plan schematic that was provided to the Department during our September 27 meeting with the Project proponent. The "Proposed Bottled Water Supply Lines" depicted in figure 2.0-4, which serves as the new, south access road from the highway to the proposed bottling plant, was realigned to reduce impacts to red willow. Although the revised figure is not part of the FEIR, the Department is confident that the Lead Agency and Project proponent will continue to work cooperatively to address, avoid, minimize and mitigate impacts to red willow and by extension, the potentially occurring riparian dependent species that may also be impacted.

Thank you for the opportunity to provide comment on the DEIR and for addressing each of the Department's comments in the FEIR. Please call me with questions regarding this letter and further coordination on Project permitting needs. I can be reached via phone (760) 872.1126 or email debra.hawk@dfw.ca.gov (please note the email address change).

Sincerely,

Debra Hawk

Debra Hawk
Acting Habitat Conservation Supervisor

cc: State Clearinghouse
Chron

Exhibit 8
Summarized Comments from December 13, 2013 Planning Commission Hearing and Responses

The following summarized issues were raised during the hearing or in correspondence presented at the hearing, with responses following in italics text:

1. How much water was pumped from the Cabin Ranch under historic full operations?

   The exact amount of water pumped from the Cabin Bar Ranch under historic full operations is unknown. Similar agricultural operations in Owens Valley typically require about five acre feet of water per year per acre, which would be about 2,100 acre feet for the Cabin Bar Ranch. However, the area that was irrigated and the source of water (groundwater versus surface water) are unknown, so the amount of historic groundwater use at Cabin Bar Ranch is unknown.

2. The project proposes to pump 360 acre feet per year. How much water is 360 acre feet per year?

   Single-family residential water use in California is typically about ½ acre foot per year. So, 360 acre feet equates to what is typically utilized by about 700 families per year. On a local level, Lone Pine typically uses about 600-700 acre-feet per year, and Independence uses about 400-500 acre-feet per year.

3. How are the specific plants selected for analysis in the EIR?

   Plants are selected for analysis based on a literature review, including known occurrence and expected occurrence in the plant's range.

4. The applicant clarified that the facility will operate seven days a week.

   This is acknowledged and does not impact the analysis.

5. Will the applicant participate in local community organizations and events?

   The applicant indicated that it will consider such participation.

6. Is workforce housing included in the proposal?

   The project does not include workforce housing.

7. The project will impact groundwater, and off-site wells and springs should be monitored. The Spring Line Fault may not be a barrier to groundwater flows.

The EIR identifies less than significant impacts on groundwater resources, including off-site wells and springs. Nevertheless, mitigation is identified for nearby off-site wells to ensure less than significant impacts. The Planning Commission recommended that off-site wells be monitored, if requested by the well owner and concurred by the Inyo County Water Department, to which the applicant agreed. Aquifer tests indicated that off-site springs were negligibly affected, and no monitoring has been deemed necessary. The Spring Line Fault is thought to be at least a partial barrier to groundwater flows, as evidenced by the springs.

8. The project will impact groundwater quality by drawing in water from Owens Lake and will result in arsenic and related toxic waste.

   Potentially significant impacts on water quality from saline water intrusion are not expected due to the project (refer to pages 4.G-25 and 4.G-26 of the draft EIR). Nevertheless, mitigation is identified to preclude significant impacts. Generation of arsenic and related toxic waste are not proposed as part of the project.

9. Details from the proposed Groundwater Monitoring, Mitigation, and Reporting Plan (GMMRP) should be provided, including for triggers, notice, timelines, and specifics of financial compensation. The GMMRP should be implemented by a neutral third party.

   The proposed GMMRP will be developed based on additional modeling of the hydrologic system. Since significant impacts are not expected based on the existing data, the triggers will need to be developed based on additional modeling. No notice is proposed in the GMMRP. Timelines are specified in the GMMRP. In the unlikely event that significant impacts are identified, any financial compensation is expected to be limited to the costs of deepening wells and/or increased pumping costs; the appropriate compensation will be determined by the Inyo County Water Department based on the specific circumstances of any impact and solution.

   As required by Mitigation Measure Hydro-2, the GMMRP shall be prepared by a qualified hydrogeologist or other specialist approved in advance by the Inyo County Water Department. Monitoring shall be conducted by a qualified specialist retained by the applicant and approved by the Inyo County Water Department. In the unlikely event that impacts occur to off-site wells, the Inyo County Water Department shall oversee any mitigation, in consultation with the applicant.

10. Does the hydrologic analysis take into account operations at the existing plant? Will the proposed 360-acre foot limitation apply to just the Cabin Bar Ranch? How is 500 gallons per minute limited?

    The hydrological analysis includes operations at the existing plant. The proposed 360-acre-foot-year limitation is specific to operations at the Cabin Bar Ranch. No other limitation on groundwater withdrawal is proposed as a component of this permit.

11. The Eltons have not been contacted and their concerns have not been addressed. Technical reports regarding potential hydrological impacts have not been provided.

    Notices have been provided to the Eltons as required by County and State law, and Planning Department staff has communicated with representatives of the Elton family. Issues raised by the representatives of the Elton family in response to the Notice of Preparation and the draft EIR, as well as comments made at the hearing for the Draft EIR, have been addressed appropriately, including hydrological resources, transportation and traffic, and cultural resources.

12. CGR cannot travel from the existing plant to the Cabin Bar Ranch without accessing the highway.

    The EIR assumes that traffic between the existing plant and the proposed plant will utilize Highway 395.

13. The review time for the final EIR was too short.

    CEQA does not require a review period for the final EIR. Nevertheless, the final EIR was made publicly available approximately 10 days prior to the Planning Commission hearing.

14. The final EIR includes significant new information, and the draft EIR should be recirculated.

    CEQA requires that a draft EIR be recirculated if significant new information arises prior to certification (refer to CEQA Guidelines Section 15088.5). Examples of significant new information include the following: (1) new significant environmental impacts, (2) substantial increases in the severity of an environmental impact, (3) feasible alternatives or mitigation would lessen environmental impacts, which the project proponent declines to adopt, and (4) the draft EIR was fundamentally and basically inadequate. Recirculation is not required where the new information merely clarifies or amplifies the EIR.

    Changes to the final EIR were made in response to comments received on the draft EIR, as required by CEQA. These changes were relatively minor, primarily limited to details regarding proposed mitigation. Additionally, plant surveys confirming the draft EIR analysis were presented. No new significant environmental impacts are identified, no substantial increases in the severity of an environmental impact are identified, and no new mitigation or alternatives are presented that the project proponent declines to implement. The draft EIR is fundamentally sound and adequate, and the new information presented in the final EIR merely clarifies and amplifies the findings of the draft EIR. Therefore, recirculation is unnecessary.

15. The mitigation monitoring and reporting program (MMRP) will significantly impact the Water Department.

The conditions of approval require that the applicant reimburse the Water Department, as well as other County departments, for implementing the MMRP. At this time, it is expected that existing Water Department staff can oversee implementation of the MMRP, since its primary responsibility will be reviewing information presented by the applicant. However, in the unlikely event that additional resources are needed, the applicant will be required to offset the additional costs, including potentially offsetting costs of temporary staff or consultant assistance.

16. The appropriate mitigation ratio for biological impacts should be identified. Who will determine the ultimate ratio?

    Typically, mitigation ratios are determined through the permitting processes of the regulatory agencies, such as the California Department of Fish and Game and the U.S. Army Corps of Engineers.

17. Impacts to aquatic habitats are not addressed, including spring snails. The greatest drawdown in spring water will occur in the summer when needed most for biological processes.

    Potential impacts to aquatic habitats are addressed in the draft EIR (refer to pages 4.C-14 through 4.C-24 and 4.C-28 through 4.C-37). Due to the higher pumping anticipated in the summer, the EIR evaluates impacts in part based on the higher pumping rates anticipated during the summer for a worst-case environmental analysis (refer to page 4.C-35 of the draft EIR). As indicated, the impact of this pumping cannot be accurately determined, and mitigation is identified to preclude impacts.

18. Cumulative impacts to biological resources in light of the City of Los Angeles' groundwater pumping in Owens Valley are not addressed, nor are impacts during multiple dry years.

    Cumulative impacts are evaluated based on the list approach, as required by CEQA (refer to CEQA Guidelines Section 15130). Cumulative impacts to biological resources resulting from Los Angeles' groundwater pumping in the Owens Valley are evaluated indirectly through the analysis of sensitive species and habitats. The hydrologic analysis in the EIR is based on conditions observed over a period of time that includes dry and wet conditions, thus taking into account multiple dry year scenarios.

19. The City of Los Angeles' proposed pumping at Owens Lake should be included in the cumulative project analysis.

    Refer to Topical Response No. 1 in the final EIR (specifically, pages 2-12 and 2-13).

RESOLUTION NO. 2012-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT CONCERNING, AND MAKE CERTAIN FINDINGS WITH RESPECT TO, AND APPROVE, GENERAL PLAN AMENDMENT #2010-01/CRYSTAL GEYSER ROXANE, ZONE RECLASSIFICATION #2010-02/CRYSTAL GEYSER ROXANE, REVERSION TO ACREAGE #2012-01/CRYSTAL GEYSER ROXANE, AND CONDITION THE PLANNING COMMISSION'S APPROVAL OF CONDITIONAL USE PERMIT #2010-03/CRYSTAL GEYSER ROXANE ON THE BOARD OF SUPERVISOR'S SUBSEQUENT APPROVAL OF THE ABOVE ACTIONS FOR THE CRYSTAL GEYSER ROXANE CABIN BAR RANCH WATER BOTTLING PLANT PROJECT (APNs 033-020-11; 033-050-01; 033-050-04; 033-440-01 THROUGH -18)

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of Inyo County Code has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15002 of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, pursuant to Section 15025 of the State CEQA Guidelines and Section 15.12.040 of the Inyo County Code (CEQA Procedures), the Planning Commission is responsible for the environmental review of all County projects; and

WHEREAS, on April 19, 2010, Crystal Geyser Roxane submitted an application for General Plan Amendment #2010-01/Crystal Geyser Roxane, Zone Reclassification #2010-02/Crystal Geyser Roxane, and Conditional Use Permit #2010-03/Crystal Geyser Roxane, to establish a water bottling plant on a site within the 420-acre Cabin Bar Ranch property located adjacent, on the south, of the town of Cartago; and

WHEREAS, on September 14, 2011, an Initial Study and Environmental Checklist was prepared and circulated to interested parties for a 30-day comment period, ending on October 20, 2011, with a Public Comment Scoping Meeting in Olancha, CA, held on September 29, 2011; and

WHEREAS, following the close of the comment period for the Initial Study and Environmental Checklist, it was determined that a Draft Environmental Impact Report (DEIR) should be prepared, pursuant to CEQA concerning applications for General Plan Amendment #2010-01/Crystal Geyser Roxane and Zone Reclassification #2010-02/Crystal Geyser Roxane, which would change the existing land use designations and zoning for a 34.94-acre site adjacent (on the south) to the town site of Cartago, from Rural Protection (RP) and Residential Rural High Density (RRH) to Light Industrial (LI), and from Open Space, 40-acre minimum (OS-40), and Rural Residential (RR) to Light Industrial (M-2), respectively, and from Residential Rural High Density (RRH) to Rural Protection (RP), and from Rural Residential (RR) to Open Space, 40-acre minimum (OS-40), respectively; Conditional Use Permit #2010-03/Crystal Geyser Roxane, which allows for a water bottling plant in the Light Industrial Zone;

Exhibit 9

and Reversion to Acreage #2012-01/Crystal Geyser Roxane, which extinguishes the lot lines, easements, and internal roadway for an undeveloped subdivision within the site; and

WHEREAS, a Draft Environmental Impact Report (DEIR) was prepared for the project and circulated to the State Clearinghouse, all affected agencies, and all interested parties for public review and comment pursuant to the provisions of CEQA for a 45-day public review period (with an additional week extension) as required by Section 15.32.060 of Inyo County Code, commencing on August 15, 2012 and ending on October 8, 2012, with twenty-five comments received; and

WHEREAS, addition notification of General Plan Amendment #2010-01/Crystal Geyser Roxane was made to local Native American Tribes under the provisions of California SB-18 on September 20, 2012, with County staff subsequently meeting with the Big Pine Tribe on November 7, 2012, after a request for consultation was received from the Tribe; and

WHEREAS, following the close of the comment period, a Final Environmental Impact Report (FEIR) was produced, consisting of the DEIR, a list of persons and organizations who made comments on the DEIR, comments received on the DEIR, responses to comments, and any changes or revisions to the DEIR; and

WHEREAS, the Inyo County Planning Commission held a public hearing on December 13, 2012, to review and consider a request for approval for the Cabin Bar Ranch Water Bottling Plant, which would require the above actions, and considered the staff report for the application, and all oral and written comments regarding the application.

WHEREAS, Crystal Geyser has long been a successful company operating in Inyo County and has continued to expand its business over the years it has been operating in Inyo County; and

WHEREAS, Goal LU-4 of the Inyo County General Plan states that it is a goal of the County to "provide appropriate types of industrial land uses that adequately serve the existing and future needs of the community and surrounding environs, and to promote and attract forms of non-polluting light industry"; and

WHEREAS, the General Plan Amendment #2010-01/Crystal Geyser Roxane, Zone Reclassification #2010-02/Crystal Geyser Roxane, Conditional Use Permit #2010-03/Crystal Geyser Roxane, and Reversion to Acreage #2012-01/Crystal Geyser Roxane are appropriate for a site with abundant water resources and that will serve to facilitate the company's successful continued operation and expansion.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Planning Commission finds and determines that the proposed actions will act to further the orderly growth and development of the County.

BE IT FURTHER RESOLVED that the Planning Commission of the County of Inyo has reviewed the proposed application, and that, based on all of the written and oral comment and input received at the December 13, 2012, hearing, including the Planning Department Staff Report, the DEIR and FEIR for the above-described proposed project, this Planning Commission makes the following findings regarding the application and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

RECOMMENDED FINDINGS

1.) A DEIR was prepared and circulated in accordance with the California Environmental Quality Act and reflects the County's independent analysis and judgment. Together with the DEIR, all comments received on the DEIR, the responses to those comments, and all other information in the record, the Final Environmental Impact Report (FEIR) shows that there is no substantial evidence that the project, with mitigation incorporated, will have a significant effect on the environment.

Evidence: An Environmental Impact Report (EIR) has been prepared for the project.

2.) Based on substantial evidence in the record, the proposed General Plan Amendment, Zone Reclassification, Conditional Use Permit, and Reversion to Acreage are consistent with the Goals and Policies of the Inyo County General Plan.

Evidence: The project proposes a General Plan land use designation change to Light Industrial (LI), which allows for use of the site for a water bottling plant. The Inyo County General Plan notes that the LI land use designation "provides for industrial parks, warehousing, light manufacturing, public and quasi-public uses, and similar and compatible uses where there are no significant air, odor, water, visual or hazard issues" (Policy LU-4.1). Table 4.F-1 of the DEIR, which examines the proposed project's consistency with goals and policies of the Inyo County General Plan, notes that General Plan Goal LU-4, which seeks to provide industrial land uses within the County in order to serve the existing and future needs of the community, is met by the project's ability to provide additional employment opportunities and revenue for the County, within an industry type already established in the project vicinity (i.e., the existing CGR bottling plant in Olancha); General Plan Goal ED-4 and Policy ED-4.2, which seek to expand existing industry/manufacturing, is met by the project's ability to build on the skills of an existing employment base; General Plan Policy WR-3.2 of the General Plan, which requires projects to maintain sustainable groundwater withdrawal levels, is met by the project's hydrogeological studies, which indicate that the project's three production wells would be adequate to serve the project without significantly impacting the groundwater table, production potential, or water quality of the groundwater aquifer supporting the project site and surrounding community.

3.) Based on substantial evidence in the record, the proposed General Plan Amendment, Zone Reclassification, Conditional Use Permit, and Reversion to Acreage are consistent with Title 18 (Inyo County Zoning Ordinance).

Evidence: The project proposes a zone reclassification of the project site to Light Industrial (M-2), in which a water bottling plant is allowed as a conditional use.

4.) The proposed General Plan Amendment, Zone Reclassification Conditional Use Permit, and Reversion to Acreage are properly related to other uses and transportation and service facilities in the vicinity.

Evidence: The proposed water bottling facility provides the needed turn lanes and acceleration/deceleration lanes to safety and effectively accommodates and convey project

traffic. The bottling plant project is well suited as a use for the project site, due to the hydrologic resources and proximity to the existing CGR water bottling facility .75 miles to the south.

5.) The proposed changes of General Plan Amendment, Zone Reclassification, Conditional Use Permit, and Reversion to Acreage will not, under all the circumstances of this case, adversely affect the health or safety of persons living or working in the vicinity, or be materially detrimental to the public welfare.

Evidence: Potentially significant impacts of the proposed project have been identified in the areas of air quality, transportation, noise, and cultural, historic, and biological resources. Mitigation has been developed for all identified potentially significant impacts, including the requirement to establish a Riparian & Wetland Monitoring and Adaptive Management Program, with the result that such impacts have been mitigated to less than significant levels. Additionally, mitigation has been developed for hydrologic resources, which includes a requirement to establish a Groundwater Mitigation, Monitoring & Reporting Plan.

6.) The proposed General Plan Amendment, Zone Reclassification, Conditional Use permit, and Reversion to Acreage are necessary or desirable.

Evidence: The proposed use of the project site for a water bottling facility is desirable under Goal LU-4 of the Inyo County General Plan, which states it is a goal of the County to "provide appropriate types of industrial land uses that adequately serve the existing and/or future needs of the community and surrounding environs, and to promote and attract firms of non-polluting light industry."

7.) Designate the Inyo County Planning Department in Independence, California, as the custodian of the documents and other materials which constitute the record of the proceedings upon which this decision is based.

8.) The site is physically suited for the proposed type, use, and density of the bottling plant development.

Evidence: The hydrogeology of the project site (i.e., the existence of natural springs along the Spring Line Fault) make it excellent for a water bottling plant project and, combined with the near-adjacency of the site to existing CGR facilities .75 to the south, makes for efficiency in terms of logistics and economics.

9.) The design or proposed improvements for the bottling plant project are not likely to cause substantial environmental damage, or substantially and avoidably result in injury to fish, wildlife, or their habitat, or cause serious public health problems.

Evidence: Potentially significant impacts of the proposed project have been identified in the areas of air quality, transportation, noise, and cultural, historic, and biological resources. Mitigation has been developed for all identified potentially significant impacts, including the requirement to establish a Riparian & Wetland Monitoring and Adaptive Management Program, with the result that such impacts have been mitigated to less than significant levels.

Additionally, mitigation has likewise been developed for hydrologic resources, which includes a requirement to establish a Groundwater Mitigation, Monitoring and Reporting Plan.

10.) There is sufficient water supply available for the bottling plant project.

Evidence: Hydrogeologic studies prepared for the project indicate that no significant impacts will result from the proposed pumping of 360 AF/year, and that there is adequate water available to support the proposed projects. Additionally, mitigation has been developed for hydrologic resources, which includes a requirement to establish a Groundwater Mitigation, Monitoring and Reporting Plan.

11.) The design of the bottling plant improvements will not conflict with easements acquired by the public at large for access through or use of property.

Evidence: A Reversion to Acreage process is proposed which will extinguish Cabin Bar Ranch Road and a number of utility easements on the project site. There are no public access easements on the property.

12.) Dedications of offers of dedication to be vacated or abandoned by the reversion to acreage are unnecessary for present or prospective public purposes.

Evidence: Cabin Bar Ranch Road is a private road and not used by the public for public purposes or access through the site.

13.) All owners of an interest in the real property within the subdivision have consented to reversion.

Evidence: All property is owned by Crystal Geyser Roxane, who has consented to the Reversion to Acreage.

BE IT FURTHER RESOLVED, that the Planning Commission adopts the findings required by CEQA Guideline 15091, regarding impacts analyzed in the EIR and determined to be mitigated to a less than significant level, as noted in Attachment "A" to this Resolution.

BE IT FURTHER RESOLVED, that the Planning Commission makes, and recommends that the Board of Supervisors adopt, the following Conditions of Approval for the proposed project:

RECOMMENDED CONDITIONS OF APPROVAL:

1.) Hold Harmless: The applicant shall defend, indemnify, and hold harmless the County of Inyo (County), and its agents, officers and employees from any claim, action, or proceeding against the County, its agents, officers or employees to attack, set aside, void or annul the County's approval of the EIR, General Plan Amendment, Zone Reclassification, Conditional Use Permit, and Reversion to Acreage. The County reserves the right to prepare its own defense.
2.) Compliance with County Code: The applicant shall comply with all applicable provisions of the Inyo County Code.
3.) Agency Approvals: The applicant shall receive needed approvals from Inyo County Departments and agencies, as detailed in Chapter 2 of the DEIR, "Necessary Approvals," and as amended in Chapter 3 of the FEIR.

4.) Compliance with Mitigation Measures. The applicant shall implement and comply with all mitigation described in the Mitigation, Monitoring & Reporting Program (MMRP) developed for the project and contained within the FEIR and attached to this resolution as Attachment B. The following shall be added to the MMRP: monitoring of off-site wells will occur upon the request of the well owner and after a review and recommendation from the Inyo County Water Department. Applicant shall reimburse County for any and all costs, including the costs for any outside consultants, incurred by the County in connection with the implementation of the MMRP required as a condition of approval.

5.) Reversion to Acreage (RA): The applicant shall merge all parcels relating to the previously approved subdivision project (TTM 161) through a Reversion to Acreage process to effectively extinguish the 16 residential lots, related easements, and internal roadway existing on the project site.

6.) Lot Line Adjustment (LLA): The applicant shall use a Lot Line Adjustment or similar process to create the 34.94-acre project site described in the FEIR from the overall 420-acre Cabin Bar Ranch property.

7.) Terms of Conditional Use Permit (CUP): approval of Conditional Use Permit #2010-03/Crystal Geyser Roxane by the Inyo County Planning Commission is conditioned upon the subsequent approval of General Plan Amendment #2010-01, Zone Reclassification #2010-02, and Reversion to Acreage #2012-01 by the Inyo County Board of Supervisors.

There shall be a time limit of 5 years for the establishment of the Conditional Use Permit. The allowed withdrawal of water is limited to the 360 acre feet/year analyzed within in the EIR. The Planning Commission may modify or revoke this CUP if it finds that there has been a failure to reasonably comply with the terms of the permit or that the project cannot be continued without causing significant impacts on the environment of Inyo County.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Certify that the subject Final Environmental Impact Report (FEIR) was prepared in compliance with CEQA, was presented to and considered by the Board, and reflects the independent judgment of the Board.
2. Approve General Plan Amendment #2010-01/Crystal Geyser Roxane, Zone Reclassification #2010-02/Crystal Geyser Roxane, and Reversion to Acreage #2012-01/Crystal Geyser Roxane based on all of the information in the public record and on recommendation of the Planning Commission.
3. Adopt the Mitigation, Monitoring & Reporting Program (MMRP) for the project, as delineated in the FEIR and attached hereto (see Attachment "B").

PASSED AND ADOPTED this 13th day of December, 2012, by the following vote of the Inyo County Planning Commission:

AYES: Stoll, Wasson, Payne, Corner

NOES:

ABSTAIN:

ABSENT: Little

Bill Stoll, Chairman
Inyo County Planning Commission

ATTEST:
Josh Hart, AICP
Planning Director

By:
Nolan Bobroff,
Secretary of the Commission

ATTACHMENT A

ATTACHMENT "A"

FINDINGS REQUIRED BY CEQA GUIDELINE 15091, REGARDING IMPACTS ANALYZED IN THE EIR AND DETERMINED TO BE MITIGATED TO A LESS THAN SIGNIFICANT LEVEL

CEQA Guideline 15091 states that no public agency shall approve or carry out a project for which an environmental impact report identifies one or more significant effects, unless the public agency makes one or more of the following findings for each such significant impact:

- Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

- Such changes or alterations are within the responsibility and jurisdiction of another public agency and such changes have been adopted by such agency or can and should be adopted by such other agency.

- Specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the environmental impact report.

As a result of these CEQA Guidelines, recommended specified findings for each significant impact of the project are set forth below. Such findings serve to verify that each identified significant impact will be mitigated to a less than significant level, based on implementation of the mitigation measures recommended in the EIR. (See Table ES-1 at page ES-5 of the DEIR for a summary of project impacts and mitigation measures; See Chapter 3 of the FEIR for any corrections/additions of DEIR information).

1.) Generation of increased particulate matter (i.e., fugitive dust): Impact B.1, as identified in the EIR.

Facts: The proposed project will result in PM10 emissions from construction equipment and grading activities.

Mitigation Measures AQ-1, AQ-2, AQ-3, AQ-4, AQ-5, AQ-6:

Mitigation Measure AQ-1: All active portions of the construction site shall be watered to prevent excessive amounts of dust.

Mitigation Measure AQ-2: On-site vehicles' speed shall be limited to 15 miles per hour (mph).

Mitigation Measure AQ-3: All on-site roads shall be paved as soon as feasible or watered periodically or chemically stabilized.

Mitigation Measure AQ-4: All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust; watering, with complete coverage, shall occur at least twice daily, preferably in the late morning and after work is done for the day.

Mitigation Measure AQ-5: If dust is visibly generated that travels beyond the site boundaries, clearing, grading, earth moving or excavation activities that are generating dust shall cease during periods of high winds (i.e., greater than 25 mph averaged over one hour) or during Stage 1 or Stage 2 smog episodes.

Mitigation Measure AQ-6: All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

2.) Potential of special status wildlife species to occur on the project site: Impact C, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: Due to the presence of potentially suitable habitat, the following species have the potential to occur on the project site and be impacted by the construction and operation of the bottling plant: Swainson's hawk, yellow breasted chat, yellow warbler, least bittern, least Bell's vireo, southwestern willow flycatcher, western yellow-billed cuckoo, spotted bat, pallid bat, Owen's valley vole.

Mitigation Measure BIO-1b:

Yellow breasted chat

The presence of the SSC yellow breasted chat is assumed and impacts are determined to be significant, and therefore impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant:

- On- or off-site creation and/or restoration of 2.88 acres of riparian woodland.
- Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.
- Off-site purchase and set aside and enhancement of land with suitable yellow breasted chat habitat.

In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation.

Yellow warbler

Should focused surveys determine the presence of the SSC yellow warbler and impacts are determined to be significant, impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant:

- On- or off-site creation and/or restoration of 2.88 acres of riparian woodland.
- Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.
- Off-site purchase and set aside and enhancement of land with suitable yellow breasted chat habitat.

In addition, mitigation areas shall be placed under a conservation easement, deed restriction, or comparable legal instrument which restricts land uses and provides for its long-term preservation.

Swainson's hawk

The CDFG considers a nest site to be active if it was used at least once during the past 5 years. Impacts to suitable habitat or individual birds within a five-mile radius of an active nest will be considered significant and to have the potential to "take" Swainson's hawks as that term is defined in Fish and Game Code Section 86. Should focused surveys determine the presence of the State Threatened Swainson's hawk and impacts are determined to be significant, impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation in consultation with the CDFG shall include the following measure which would reduce impacts to less than significant:

- Prepare a Swainson's hawk Monitoring and Mitigation Plan. Plans shall be prepared by a qualified biologist approved by the CDFG and the appropriate lead agency and include detailed measures to avoid and minimize impacts to Swainson's hawks in and near the construction areas. For example:
- If a nest site is found, design the project to allow sufficient foraging and fledging area to maintain the nest site.

- During the nesting season, ensure no new disturbances, habitat conversions, or other project-related activities that may cause nest abandonment or forced fledging occur within 1/2 mile of an active nest during the nesting season, which typically occurs between February 15 and October 15. Buffer zones shall be adjusted in consultation with the CDFG and the lead agency.

- Do not remove Swainson's hawk nest trees unless avoidance measures are determined to be infeasible. Removal of such trees shall occur only during the nesting season, which typically occurs during the timeframe of October 15 through February 14.

- A worker education component shall be included in the Plan and shall apply to both construction crews and employees at the bottling plant. This component shall include, but may not be limited to, restrictions on parking, vehicular access, and pedestrian access to portions of the project site and surrounding area during the nesting season.

The Monitoring and Mitigation Plan shall also include measures for injured Swainson's hawks as well as focus on providing habitat management lands.

In addition, the Applicant shall coordinate with the CDFG to determine the need for an Incidental Take Permit in compliance with the State ESA.

Least Bell's vireo

The presence of the Federal and State Endangered least Bell's vireo is assumed and impacts are therefore determined to be significant. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant:

- On- or off-site creation and/or restoration of 2.88 acres of riparian woodland.

- Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.

- Off-site purchase and set aside and enhancement of land with suitable least Bell's vireo habitat.

In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. This mitigation can be satisfied with other riparian-warranted mitigation. Furthermore, the Applicant shall coordinate with the USFWS and CDFG to determine the need for a Section 7 consultation in compliance with the Federal ESA and obtaining an Incidental Take Permit in compliance with the State ESA, respectively.

Southwestern willow flycatcher

The presence of this species is assumed on the project site. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant:

- On- or off-site creation and/or restoration of 2.88 acres of riparian woodland.
- Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.
- Off-site purchase and set aside and enhancement of land with suitable southwestern willow flycatcher habitat.

In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation.

Western yellow-billed cuckoo

The presence of this species is assumed on the project site. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant:

- On- or off-site creation and/or restoration of 2.88 acres of riparian woodland.
- Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.
- Off-site purchase and set aside and enhancement of land with suitable western yellow-billed cuckoo habitat.

In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation.

Pallid and Spotted Bats

The presence of these species is assumed on the project site, Mitigation shall include the following:

- Pre-construction surveys for roosting bats must be performed 30 days prior to construction by a qualified biologist to be retained by the applicant.
- If roosts are found, a Memorandum of Understanding (MOU) with the CDFG shall be obtained by the contractor in order to remove bat species, or the construction schedule shall be modified to initiate construction after August 1, when young are assumed to have fledged.
- Alternative habitat shall be provided if bats are to be excluded from maternity roosts. If this is the case, a species-specific roost with comparable spatial and thermal characteristics shall be constructed and provided.
- CDFG and species-specific bat experts shall be consulted regarding specific designs if roost removal becomes necessary.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

3.) Impacts to sensitive plant community (red willow thicket): Impact C, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: A sensitive plant community consisting of 2.88 acres of red willow thicket will be removed to facilitate construction of the bottling plant.

Mitigation Measure BIO-2:

Mitigation Measure BIO-2: Prior to the issuance of any grading permit in the areas designated as red willow thicket, a mitigation and monitoring plan shall be prepared. The plan shall focus on the creation of equivalent habitats within disturbed habitat areas of the study area and/or off-site areas beyond the study area with suitable soils and hydrology. In addition, the plan shall provide details as to the implementation of the plan, maintenance, monitoring, success criteria, and long-term management. Mitigation for impacts to this sensitive plant community shall be offset by on- or off-site replacement, restoration, or enhancement of each respective sensitive plant community at a mitigation-to-impact ratio of no less than 1:1 in one or more of the following ways, which would reduce impacts to below a level of significance. The Applicant shall work with a biologist or restoration specialist experienced with planning and implementing mitigation for plant communities in California.

- Prior to disturbance activities, on- or off-site transplantation and/or seed and topsoil collection and seeding of individual plant species to a site where suitable habitat conditions exist shall be implemented.

- Seeding of sensitive plant community species.
- Planting of container plants of sensitive plant community species.
- Salvage of duff and seed bank prior to disturbance activities, and subsequent dispersal.

A 1:1 mitigation ratio for impacts to sensitive plant communities is considered to be adequate due to the disturbed condition of such communities on-site today (for example, the on-site red willow thicket contains invasive plant species as well as ornamental trees and shrubs).

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

4.) Impacts to "Waters of the U.S.," "Waters of the State," and wetlands: Impact C, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: Construction of the project would permanently remove wetland and non-wetland resources in the following amounts: non-wetland ACOE/RWQCB "waters of the U.S." (0.04 acres), CDFG jurisdictional non-wetland resources (0.16 acres). In addition, there is a potential for indirect impacts to jurisdictional wetlands (from lowering of the water table as a result of project pumping (6.03 acres of ACOE/RWQCB jurisdictional "waters of the U.S.," 6.16 acres of CDFG jurisdictional streambed and associated riparian habitat [which includes 5.97 acres of wetlands]).

Mitigation Measures BIO-3 & BIO-4:

Mitigation Measure BIO-3: Prior to the issuance of any grading permit for impacts jurisdictional features, the project applicant shall obtain a CWA Section 404 Permit from the ACOE, a CWA Section 401 Water Quality Certification from the RWQCB, and California FGC Section 1602 Streambed Alteration Agreement from the CDFG. Mitigation for impacts to ACOE, RWQCB, and CDFG jurisdictional features shall include one or more of the following measures, which would reduce impacts to below a level of significance:

- On- and/or off-site replacement of ACOE/RWQCB jurisdictional "waters of the U.S."/"waters of the State" and wetlands at a ratio no less than 1:1 mitigation to impact ratio, or as required by the agencies. Off-site replacement may include the purchase of mitigation credits at an agency-approved mitigation bank or payment into an in-lieu fee agreement.
- On- and/or off-site replacement of CDFG jurisdictional streambed and associated riparian habitat at a ratio no less than 1:1 replacement to impact ratio, or as required by

CDFG. Off-site replacement may include the purchase of mitigation credits at a CDFDG-approved mitigation bank or payment into an in-lieu fee agreement.

Mitigation Measure BIO-4: Riparian and Wetland Monitoring and Adaptive Management Program

- Riparian and wetland vegetation associated with jurisdictional features regulated by the USACE, RWQCB, and/or CDFG, exist within and adjacent to the proposed project. As suggested by the *Hydrogeologic Evaluation* provided in **Appendix F** of the Draft EIR , this riparian and wetland vegetation is supported by the groundwater table which receives hydrologic inputs from rain and snowmelt runoff, and likely affects the shallow aquifer that contributes to surface flow from natural seeps and springs associated with geologic fracturing and fault scarps such as the Spring Line fault. Mitigation measure HYDRO-2 in **Section 4.G**, *Hydrogeology & Surface Hydrology*, requires a comprehensive Groundwater Monitoring, Mitigation, and Reporting Program to be developed that will evaluate the impacts of project-related groundwater pumping on static groundwater levels in the project area. However, it is not known to what degree on-site riparian and wetland vegetation are dependent on spring flows and shallow aquifer levels. Therefore, the potential for impacts associated with the proposed project increase in extracting groundwater cannot be accurately determined based on available information. Due to this uncertainty, a Riparian and Wetland Monitoring and Adaptive Management Program (RWMAMP) for vegetation associated with jurisdictional areas, is proposed as mitigation.

- The RWMAMP is designed with a performance standard to respond to any significant loss of riparian and wetland vegetation and habitats within jurisdictional areas, due to the increased pumping and production. The County, as lead agency for the proposed project, will be the entity responsible for ensuring the RWMAMP is implemented and annual reports are prepared. In addition, the need for responsive measures and how they will be carried out will be documented. As trustee agencies, the state and federal resource agencies, as appropriate, will be provided copies of the annual reports and related documentation concerning responsive measures for their review and comment.

- Monitoring Stations and Monitoring Regime. To best elucidate the relationship between the increased pumping and the maintenance, health, and vigor of riparian and wetland vegetation, as well as the role of rain, snowmelt runoff, and/or inputs from several natural seeps and springs along its length, and natural accretion in supporting riparian and wetland vegetation in the area, three monitoring stations will be established: 1) just upstream from the point where Cartago Creek's bed and bank characteristics are lost due to sheet flow; and 2) at two locations where existing natural springs exist that can be monitored along one or more of the five transects established at each monitoring station near the proposed plant facility, 3) at a location removed from the proposed plant facility. The measurement of baseline, or starting conditions, following the methods outlined above, will be conducted prior to the commencement of project operation. Monitoring at these

stations, following the methods outlined above, will take place in mid- to late August during each year of monitoring; monitoring will take place for six years following the buildout of each of the two proposed project phases, for a total duration of 12 years of monitoring. Monitoring will be conducted annually for the first three (3) years following buildout of each project phase in order to discern the potential loss of riparian wetland vegetation in the area, and implement responsive measures if necessary, as set forth below. Following year three (3) of monitoring following buildout of each project phase, if no loss of riparian and wetland communities is detected due to the increased pumping, monitoring will take place at year six (6) following the buildout of each project phase following the onset of increased pumping. If, at the end of the entire 126-year monitoring program, no significant loss of riparian and wetland communities is detected, the monitoring program will be terminated.

- Adaptive Management Measures. The adaptive management strategy for identified degradation and/or loss of riparian and wetland communities within jurisdictional areas shall include creation, restoration and/or enhancement of riparian and/or wetland habitat. The adaptive management shall be accomplished in one or more of the following ways, as determined by the Inyo County Water Department in consultation with the applicant: a) a short-term and/or long-term reduction in pumping of the project's water supply wells; ~~a~~b) creation, restoration and/or enhancement of habitat on property owned by Crystal Geyser; ~~b~~c) creation, restoration and/or enhancement outside the property, but within lower Owens River Basin; and ~~c~~d) payment of in lieu fees to an existing riparian or wetland mitigation/conservation bank and/or existing management and/or enhancement program in the Eastern Sierra region. The selection of a site or program to which adaptive management measures will be applied will set a priority for locations where the highest benefit to habitat can be realized. The payment of in lieu fees, if such a program exists, will fulfill these requirements, in part or in full. For adaptive management entailing habitat creation, restoration and/or enhancement, a Habitat Management and Monitoring Plan shall be prepared for review and approval by the County and trustee agencies, as appropriate. The plan will stipulate success criteria for the habitat being created, restored and/or enhanced and will be monitored by a qualified restoration ecologist for five years or until such time as the success criteria are met, but no sooner than one year following cessation of all inputs (e.g., soil amendments, irrigation, etc.) to the creation, restoration and/or enhancement project. The success criteria will address requirements for no significant net loss of riparian and/or wetland habitat regulated by the USACE, RWQCB, and/or CDFG and will focus on habitat replacement to the extent practicable and satisfactory to the participating trustee resource agencies,

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

5.) Potential impacts to nesting birds: Impact C, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: The project site contains potential nesting areas for raptors and songbirds, and the construction of the bottling plant has the potential to impact nesting activities.

Mitigation Measure BIO-5:

The Applicant shall be responsible for implementing mitigation to reduce potential impacts to migratory raptor and songbird species to below a level of significance by the following: (1) Vegetation removal activities shall be scheduled outside the nesting season for raptor and songbird species (typically September 1 to February 14) to avoid potential impacts to nesting species (this will ensure that no active nests will be disturbed and that habitat removal could proceed rapidly); and/or (2) Any construction activities that occur during the raptor and songbird nesting season (typically February 15 to October 14) shall require that all potentially impacted_suitable habitat be thoroughly surveyed for the presence of nesting raptor and songbird species by a qualified biologist before commencement of clearing. If any active nests are detected, a buffer of at least 300 feet (500 feet for raptors) shall be delineated, flagged, and avoided until the nesting cycle is complete as determined by the qualified biologist to minimize impacts

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

6.) Potential disturbance of unknown buried archaeological resources: Impact D, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: The project site and surrounding area have been found to contain archaeological resources, and thus construction activities of the bottling plant have the potential to disturb additional such resources.

Mitigation Measure ARCH-1a, ARCH-1b, and ARCH-1c:

Mitigation Measure ARCH-1a: The Applicant shall retain a qualified archaeological monitor and Native American monitor who shall be present during construction excavations such as grading, trenching, grubbing, or any other construction excavation activity associated with the proposed project. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known archaeological resources, the materials being excavated (native versus fill soils), and the depth of excavation, and if found, the abundance and type of archaeological resources

encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the archaeological monitor and Native American monitor.

Mitigation Measure ARCH 1b: In the event that archaeological resources are unearthed during ground-disturbing activities, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated. Work shall be allowed to continue resources unearthed by project construction activities shall be evaluated by the archaeologist. The Applicant shall coordinate with the archaeologist, the County, and the Native American representative to develop an appropriate treatment plan for the resources. Treatment may include implementation of archaeological data recovery excavations to remove the resource or preservation in place. The landowner, in consultation with the archaeologist, the County, and the Native American representative shall designate repositories in the event that archaeological material is recovered.

Mitigation Measure ARCH-1c: The archaeological monitor shall prepare a final report at the conclusion of archaeological monitoring. The report shall be submitted by the Applicant to the County, the Eastern Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, treatment of the resources, and evaluation of the resources with respect to the California Register of Historical Resources and the National Register of Historic Places.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report

7.) Potential disturbance of human remains: Impact D, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: Human remains have been found during past construction activities in the area, and several Native American cemeteries are known to exist in the immediate vicinity of the project site, as well as surrounding region.

Mitigation Measure ARCH-2a:

Mitigation Measure ARCH-2a: If human remains are encountered unexpectedly during implementation of the proposed project, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the

remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment.

Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in Subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report

8.) Potential Disturbance of unknown buried paleontological resources: Impact D, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: Paleontological resources have previously been identified in the region in soil/sediment that likewise exists on the project site.

Mitigation Measure ARCH-3a, ARCH-3b, ARCH-3c:

Mitigation Measure ARCH-3a: If construction excavations will reach depths of five feet or greater, a qualified paleontologist shall attend a pre-grading/excavation meeting and develop a paleontological monitoring program for excavations into older Quaternary Alluvium deposits. A qualified paleontologist is defined as a paleontologist meeting the

criteria established by the Society for Vertebrate Paleontology. The qualified paleontologist shall supervise a paleontological monitor who shall be present at such times as required by the paleontologist during construction excavations below five feet or greater into older Quaternary Alluvium deposits. Monitoring shall consist of visually inspecting fresh exposures of rock for larger fossil remains and, where appropriate, collecting wet or dry screened sediment samples of promising horizons for smaller fossil remains. The frequency of monitoring inspections shall be determined by the paleontologist and shall be based on the rate of excavation and grading activities, the materials being excavated, and the depth of excavation, and if found, the abundance and type of fossils encountered.

Mitigation Measure ARCH-3b: If a potential fossil is found, the paleontological monitor shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation and, if necessary, salvage. At the paleontologist's discretion and to reduce any construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing. Any fossils encountered and recovered shall be prepared to the point of identification and catalogued before they are donated to their final repository. Any fossils collected shall be donated to a public, non-profit institution with a research interest in the materials, such as the Eastern California Museum or the Natural History Museum of Los Angeles County. Accompanying notes, maps, and photographs shall also be filed at the repository.

Mitigation Measure ARCH-3c: The paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, as well as a description of the fossils collected and their significance. The report shall be submitted by the Applicant to the lead agency, the Eastern California Museum, the Natural History Museum of Los Angeles County, and other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report

9.) Impacts to historical resources (Residence 2) and potential disturbance of buried resources: Impact E, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: The project site has been identified as an example of a rural historic landscape that reflects the local development of Inyo County mining and agricultural industry from 1871 through the early 1880s, and particularly the activities surrounding the Cerro Gordo

Freighting Company. Residence 2, which is to be demolished as part of the project, has some existing timbers from a circa 1871 cabin that was once on the site.

Mitigation Measures HIST-1, HIST-2, HIST-3, HIST-4, HIST-5:

Mitigation Measure HIST-1: As part of the project, Residence 2 will be demolished. Residence 2 contains squared timber construction which appears to remain from the ca. 1871 cabin and has a potential to yield important information about significant historic activities conducted on the project site associated with the period of significance, ca. 1871-1883. The squared timber construction of the extant visible wall and any other historic fabric associated with the period of significance that may exist inside other walls, roof and floor of Residence 2, have a potential to yield important information about the site. The project applicant shall retain a qualified architectural historian or historical archaeologist to conduct construction monitoring during demolition of Residence 2. Any important historic fabric or artifacts associated with the period of significance, ca. 1871-1883, shall be fully recorded in photographic images and written manuscript notes. Significant material retrieved from the site shall be salvaged, inventoried and properly archived in a suitable publically accessible historical collection for further analysis and interpretation. A qualified architectural historian, historical archaeologist or historic preservation professional who satisfies the Secretary of the Interior's Professional Qualification Standards for History, Archaeology, or Architectural History pursuant to 36 CFR 61, shall prepare the necessary written and illustrated documentation in a construction monitoring and data recovery report. This document shall record the history of Residence 2 during the period of significance as well document its present physical condition through site plans; historic maps and photographs; sketch maps; 35mm photography; and written data and text. All documentation components shall be completed in accordance with the Secretary of the Interior's Standards for Historical Documentation. The completed documentation shall be placed on file at the Eastern Information Center (CHRIS-EIC), University of California, Riverside, CA; the Eastern California Museum; and the County of Inyo Public Library.

Mitigation Measure HIST-2: The Applicant shall retain a qualified archaeological monitor for ground disturbing activities associated with the proposed project. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known archaeological resources, the materials being excavated (native versus fill soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the archaeological monitor.

Mitigation Measure HIST-3: In the event that historic period archaeological resources are unearthed during ground-disturbing activities, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated. Work shall be allowed to continue outside of the vicinity of the find. All archaeological resources unearthed by Project construction

activities shall be evaluated by the archaeologist. The Applicant shall coordinate with the historic archaeologist and the County to develop an appropriate treatment plan for the resources. Treatment may include implementation of archaeological data recovery excavations to remove the resource or preservation in place. The landowner, in consultation with the historic archaeologist and the County, shall designate repositories in the event that archaeological material is recovered.

Mitigation Measure HIST-4: The archaeological monitor shall prepare a final report at the conclusion of archaeological monitoring. The report shall be submitted by the Applicant to the County, the Eastern Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, treatment of the resources, and evaluation of the resources with respect to the California Register of Historical Resources and the National Register of Historic Places.

Mitigation Measure HIST-5: If human remains are encountered unexpectedly during implementation of the proposed project, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment.

Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in Subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items

associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report

10.) Impacts to groundwater supplies and recharge (operation): Impact G, as identified in the DEIR, amended in the FEIR in Chapter 3.

Facts: Project water would come from three existing production wells located on the property, with a fourth well used for potable water for employees of the bottling plant. Groundwater modeling for the project indicates drawdown to groundwater levels, as well as flows to the springs located on the site, will be recharged annually, with no significant impacts. However, monitoring is recommended for the project, as proposed pumping from the three production wells represents 31 percent of the amount currently in storage in the shallow aquifer, and flows to the springs on the site could decrease as much as 17.6 percent (under average annual production pumping) to 39 percent (under high summer-month production pumping).

Mitigation Measures HYDRO-1, HYDRO-2 & HYDRO-3:

Mitigation Measure HYDRO-1: During the initial sequential activation of the first two production lines after Phase I building has been completed, all three wells shall be utilized so that the total groundwater demand is spread between the three wells, as opposed to pumping only one well at full capacity while leaving the other two wells idle. This will mitigate water level drawdown impacts in the vicinity of any one pumping well.

Mitigation Measure HYDRO-2: The applicant shall submit a Groundwater Monitoring, Mitigation, and Reporting Plan (prepared by a qualified hydrogeologist or other specialist approved in advance by the Inyo County Water Department) to the Inyo County Water Department for review and approval prior to the operation of the three water supply wells, as follows:

- The Plan shall be submitted to the Inyo County Water Department at least three months prior to the commencement of project operation to allow for adequate review time and any necessary revisions.
- The Plan shall provide a detailed methodology for monitoring background groundwater levels. The monitoring period shall include pre-operation and project operation. The Plan shall establish pre-operation and project-related groundwater

level trends that can be quantitatively compared against predicted trends near the project pumping wells and potentially impacted resources.

- The Plan shall include the applicant's existing model for predicting changes in the groundwater flow system resulting from the project. This model has the capability to assess changes in hydraulic head, flow rate, flow direction, and water budget. In addition, the Plan shall include model runs which predict effects of the planned groundwater pumping for the project on off-site wells.
- The Plan shall define triggers for on-site monitoring wells that correspond to potential impacts on off-site wells. The triggers shall be based on the results of monitoring and modeling. The applicant shall also use the model to provide an evaluation of the sustainability of the water supply for the life of the project, including the cumulative sustainability when considered with other pumping occurring or projected to occur in the groundwater basin.
- The Plan shall also include the following:
  1. Initiation: Provisions for initiation of evaluation of the water level data;
  2. Verification: A plan for verifying the predictive tools described above and for revising or recalibrating the tools as necessary; and
  3. Revisions: A plan for revising thresholds as dictated by new data concerning system response to project operation.
- Monitoring. Water level monitoring shall be conducted and reported at monthly intervals for the first two years of project operation following each phase of project buildout. Data shall be collected and analyzed by a qualified specialist to be retained by the applicant and approved by the Inyo County Water Department. Monitoring reports shall be prepared by the applicant's approved specialist and submitted to the Inyo County Water Department within 20 days of data collection. After the first two-year operational and monitoring period following each phase of project buildout, the applicant's approved specialist shall evaluate the data. If appropriate, the applicant's approved specialist shall recommend whether the monitoring program shall be revised or eliminated, based on observed groundwater level changes as compared with predicted modeling, and on the consistency of the data collected. The final determination of whether the monitoring program is to be revised or eliminated shall be made by the Inyo County Water Department.

  Off-Site Well Impacts. In the event that a well owner notifies the Inyo County Water Department that impacts to off-site wells have occurred or will occur due to the project, and impacts are confirmed through verifiable data as determined by the Inyo County Water Department, the applicant shall take one or more of the following steps in consultation with and as approved by the Inyo County Water Department to maintain less than significant impacts: (1) a short-term or long-term

reduction in pumping from one or more wells at the Cabin Bar Ranch or other wells within its control, (2) direct provision of water from Crystal Geyser to the impacted well owner(s), and/or (3) direct financial compensation from Crystal Geyser to the impacted owner(s) for the costs to modify well(s) and/or for increased electrical costs. Disputes as to the cause of well water drawdown or appropriate corrective measures shall be resolved by the County.

It is understood that the Inyo County Water Department will consider, but will not be limited to, the following as part of its confirmation of impacts and mitigation for off-site well impacts:

1. Mitigation for project effects on off-site wells shall depend upon the specific characteristics of each well, and the use of the well.

2. The applicant shall work with the Inyo County Water Department to evaluate wells that may be affected by groundwater drawdown as the project progresses.

3. The Inyo County Water Department shall consider in its evaluation the applicant's monitoring data, as required pursuant to this mitigation measure, and the groundwater model, as it may be amended.

Mitigation Measure HYDRO-3: The project applicant shall retain qualified groundwater professionals to evaluate water quality as set forth in this mitigation measure, since pumping is conducted continuously and groundwater conditions may change. Examples of such data review and interpretation may include, but not be limited to, the following:

- To establish a database where possible long-term trends and changes in water quality may be evaluated, groundwater samples shall be collected at least once every three years from the pumping wells and key groundwater monitoring wells for analysis of physical constituents (e.g., temperature, electrical conductivity, turbidity, pH; general minerals, trace metals; and the radiological constituents is recommended.

- Plot the production quantities from each well, along with rainfall and SWLs, in order to assess the impact of pumping on SWLs in all monitored sites.

- Plot temporal changes in key water quality constituents in groundwater samples from the wells. Typical key water quality constituents include total dissolved solids, electrical conductivity, and selected cations such as calcium, magnesium, sodium and boron, and cations, such as bicarbonate, sulfate and chlorides. Tracking changes in these constituents in those wells close to the Spring Line fault may provide indication of any possible intrusion of brackish groundwater from the east side of the fault into the aquifer on the west side of the fault.

- In the event that verifiable data are presented to the Inyo County Water Department demonstrating impacts to water quality due to the applicant's pumping activities, the applicant shall undertake a short-term or long-term reduction in pumping from one or more wells at the Cabin Bar Ranch to maintain less than significant impacts, in consultation with and as approved by the Inyo County Water Department.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report

Project Alternatives

Facts: CEQA Guidelines (Section 15126.6) require that a discussion of project alternatives be part of any EIR. Any such identified alternatives must significantly meet project objectives, or they cannot be said to be true project alternatives. Further, CEQA Guidelines 15091(a)(3) and 15091(b) require an explanation and analysis of why project alternatives are infeasible. As a result, Chapter 5 of the DEIR discussed the following alternatives: "No Project" alternative, "Reduced Operations" alternative, and "Project Site Reconfiguration" alternative.

- "No Project" Alternative: Under this alternative no bottling plant project would be developed.
- Finding: Specific economic, legal, social, technological, or other considerations make infeasible the project alternative identified in the EIR. This alternative is deemed infeasible, as it would not meet project objectives and avoids project impacts only because no bottling plant project is developed.

- "Reduced Operations" Alternative: This alternative develops only 50% of the proposed capacity of the bottling plant project (i.e., only two of four bottling lines).
- Finding: Specific economic, legal, social, technological, or other considerations make infeasible the project alternative identified in the EIR. This alternative is deemed infeasible due to the fact that a reduction in 50% of project capacity puts the project at such a reduced scale as to change the economic incentives and viability of the project objectives. Project impacts would be reduced under this alternative and, due to that fact, it was identified in the DEIR as the environmentally superior alternative.

- "Project Site Reconfiguration" Alternative: This alternative moves the project site from the far northeast corner of the overall 420-acre Cabin Bar property to a location adjacent to U.S. Highway 395 and more central in the Cabin Bar property (i.e., south of Cartago Creek, near where the roadway of the proposed project intersects with U.S. Highway 395).
- Finding: Specific economic, legal, social, technological, or other considerations make infeasible the project alternative identified in the EIR. This alternative is deemed infeasible in that it would greatly increase visual and aesthetic impacts due to the close proximity of the project site to U.S. Highway 395. In addition, this alternative may similarly increase impacts to archaeological and biological resources, as this proposed new site location has not been surveyed for such resources and thus impacts are unknown.

ATTACHMENT B

Table 4-1

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
1. AIR QUALITY			
Mitigation Measure AQ-1: All active portions of the construction site shall be watered at least twice daily, or less if the site is dampened by natural processes (rain, etc.) sufficiently to suppress dust.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ -2: On-site vehicles' speed shall be limited to 15 miles per hour (mph).	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-3: All on-site roads shall be paved as soon as feasible or watered at least twice daily, or less if the site is dampened by natural processes (rain, etc.), or chemically stabilized.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-4: All material excavated or graded shall be sufficiently watered to suppress dust; watering, with complete coverage, shall occur at least twice daily, or less if the site is dampened by natural processes (rain, etc.), preferably in the late morning and after work is done for the day.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-5: If dust is visibly generated that travels beyond the site boundaries, clearing, grading, earth moving or excavation activities that are generating dust shall cease during periods of high winds (i.e., greater than 25 mph averaged over one hour) or during Stage 1 or Stage 2 smog episodes.	During construction	During construction	Inyo County Building and Safety Department
Mitigation Measure AQ-6: All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.	During construction	During construction	Inyo County Building and Safety Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
2. BIOLOGICAL RESOURCES			
Mitigation Measure BIO-1: *Yellow breasted chat* The presence of the SSC yellow breasted chat is assumed and impacts are determined to be significant, and therefore impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable yellow breasted chat habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Yellow warbler* Should focused surveys determine the presence of the SSC yellow warbler is assumed and impacts are determined to be significant, and therefore impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement.	Prior to construction / During construction	Prior to construction / During construction	Inyo County Planning Department California Department of Fish & Game

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
• Off-site purchase and set aside and enhancement of land with suitable yellow breasted chat habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Swainson's hawk* The CDFG considers a nest site to be active if it was used at least once during the past 5 years. Impacts to suitable habitat or individual birds within a five-mile radius of an active nest will be considered significant and to have the potential to "take" Swainson's hawks as that term is defined in Fish and Game Code Section 86. Should focused surveys determine the presence of the State Threatened Swainson's hawk and impacts are determined to be significant, impacts to the species shall be avoided or minimized to the maximum extent practicable. If impacts to the species cannot be avoided, mitigation in consultation with the CDFG shall include the following measure which would reduce impacts to less than significant: • Prepare a Swainson's hawk Monitoring and Mitigation Plan. Plans shall be prepared by a qualified biologist approved by the CDFG and the appropriate lead agency and include detailed measures to avoid and minimize impacts to Swainson's hawks in and near the construction areas. For example: • If a nest site is found, design the project to allow sufficient foraging and fledging area to maintain the nest site. • During the nesting season, ensure no new disturbances, habitat conversions, or other project-related activities that may cause nest abandonment or forced fledging occur within 1/2 mile of an active nest during the nesting season, which typically occurs between February 15 and October 14. Buffer zones shall be adjusted in consultation with the CDFG and the lead agency. • Do not remove Swainson's hawk nest trees unless avoidance measures are determined to be infeasible. Removal of such trees shall occur only during the nesting season, which typically occurs during the timeframe of October 15 through February 14.			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
• A worker education component shall be included in the Plan and shall apply to both construction crews and employees at the bottling plant. This component shall include, but may not be limited to, restrictions on parking, vehicular access, and pedestrian access to portions of the project site and surrounding area during the nesting season. The Monitoring and Mitigation Plan shall also include measures for injured Swainson's hawks as well as focus on providing habitat management lands. In addition, the Applicant shall coordinate with the CDFG to determine the need for an Incidental Take Permit in compliance with the State ESA. *Least Bell's vireo* The presence of the Federal and State Endangered least Bell's vireo is assumed and impacts are therefore determined to be significant. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable least Bell's vireo habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. This mitigation can be satisfied with other riparian-warranted mitigation. Furthermore, the Applicant shall coordinate with the USFWS and CDFG to determine the need for a Section 7 consultation in compliance with the Federal ESA and obtaining an Incidental Take Permit in compliance with the State ESA, respectively.			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Southwestern willow flycatcher The presence of this species is assumed on the project site. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable southwestern willow flycatcher habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Western yellow-billed cuckoo* The presence of this species is assumed on the project site. Mitigation shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant: • On- or off-site creation and/or restoration of 2.88 acres of riparian woodland. • Payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee agreement. • Off-site purchase and set aside and enhancement of land with suitable western yellow-billed cuckoo habitat. In addition, mitigation areas shall be placed under a conservation easement or comparable legal instrument which restricts land uses and provides for its long-term preservation. *Pallid and Spotted Bats* The presence of these species are assumed on the project site, Mitigation shall include the following: • Pre-construction surveys for roosting bats must be performed 30 days prior to			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
construction by a qualified biologist to be retained by the applicant. • If roosts are found, a Memorandum of Understanding (MOU) with the CDFG shall be obtained by the contractor in order to remove bat species, or the construction schedule shall be modified to initiate construction after August 1, when young are assumed to have fledged. • Alternative habitat shall be provided if bats are to be excluded from maternity roosts. If this is the case, a species-specific roost with comparable spatial and thermal characteristics shall be constructed and provided. • CDFG and species-specific bat experts shall be consulted regarding specific designs if roost removal becomes necessary.			
Mitigation Measure BIO-2: Prior to the issuance of any grading permit in the areas designated as red willow thicket, a mitigation and monitoring plan shall be prepared. The plan shall focus on the creation of equivalent habitats within disturbed habitat areas of the study area and/or off-site areas beyond the study area with suitable soils and hydrology. In addition, the plan shall provide details as to the implementation of the plan, maintenance, monitoring, success criteria, and long-term management. Mitigation for impacts to this sensitive plant community shall be offset by on- or off-site replacement, restoration, or enhancement of each respective sensitive plant community at a mitigation-to-impact ratio of no less than 1:1 in one or more of the following ways, which would reduce impacts to below a level of significance. The Applicant shall work with a biologist or restoration specialist experienced with planning and implementing mitigation for plant communities in California. • Prior to disturbance activities, on- or off-site transplantation and/or seed and topsoil collection and seeding of individual plant species to a site where suitable habitat conditions exist shall be implemented. • Seeding of sensitive plant community species. • Planting of container plants of sensitive plant community species. • Salvage of duff and seed bank prior to disturbance activities, and subsequent dispersal.	Prior to construction	Prior to construction	Inyo County Planning Department California Department of Fish & Game

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
A 1:1 mitigation ratio for impacts to sensitive plant communities is considered to be adequate due to the disturbed condition of such communities on-site today (for example, the on-site red willow thicket contains invasive plant species as well as ornamental trees and shrubs).			
Mitigation Measure BIO-3: Prior to the issuance of any grading permit for impacts jurisdictional features, the project applicant shall obtain a CWA Section 404 Permit from the ACOE, a CWA Section 401 Water Quality Certification from the RWQCB, and California FGC Section 1602 Streambed Alteration Agreement from the CDFG. Mitigation for impacts to ACOE, RWQCB, and CDFG jurisdictional features shall include one or more of the following measures, which would reduce impacts to below a level of significance: • On- and/or off-site replacement of ACOE/RWQCB jurisdictional "waters of the U.S."/"waters of the State" and wetlands at a ratio no less than 1:1 mitigation to impact ratio, or as required by the agencies. Off-site replacement may include the purchase of mitigation credits at an agency-approved mitigation bank or payment into an in-lieu fee agreement. • On- and/or off-site replacement of CDFG jurisdictional streambed and associated riparian habitat at a ratio no less than 1:1 replacement to impact ratio, or as required by CDFG. Off-site replacement may include the purchase of mitigation credits at a CDFDG-approved mitigation bank or payment into an in-lieu fee agreement.	Prior to construction	Prior to construction	US Army Corps of Engineers Lahontan Regional Water Quality Control Board California Department of Fish and Game
Mitigation Measure BIO-4: Riparian and Wetland Monitoring and Adaptive Management Program • Riparian and wetland vegetation associated with jurisdictional features regulated by the USACE, RWQCB, and/or CDFG, exist within and adjacent to the proposed project. As suggested by the *Hydrogeologic Evaluation* provided in **Appendix F** of the Draft EIR , this riparian and wetland vegetation is supported by the groundwater table which receives hydrologic inputs from rain and snowmelt runoff, and likely affects the shallow aquifer that contributes to surface flow from natural seeps and springs associated with geologic fracturing and fault scarps such as the Spring Line fault. Mitigation measure HYDRO-3 in **Section 4.G**, *Hydrogeology & Surface Hydrology*, requires a comprehensive Groundwater Monitoring, Mitigation, and Reporting Program to be developed that will evaluate the impacts of project-related groundwater pumping on static groundwater levels in the	Prior to and during project operation	Prior to and during project operation	Inyo County Water Department US Army Corps of Engineers Lahontan Regional Water Quality Control Board California

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
project area. However, it is not known to what degree on-site riparian and wetland vegetation are dependent on spring flows and shallow aquifer levels. Therefore, the potential for impacts associated with the proposed project increase in extracting groundwater cannot be accurately determined based on available information. Due to this uncertainty, a Riparian and Wetland Monitoring and Adaptive Management Program (RWMAMP) for vegetation associated with jurisdictional areas, is proposed as mitigation. • The RWMAMP is designed with a performance standard to respond to any significant loss of riparian and wetland vegetation and habitats within jurisdictional areas, due to the increased pumping and production. The County, as lead agency for the proposed project, will be the entity responsible for ensuring the RWMAMP is implemented and annual reports are prepared. In addition, the need for responsive measures and how they will be carried out will be documented. As trustee agencies, the state and federal resource agencies, as appropriate, will be provided copies of the annual reports and related documentation concerning responsive measures for their review and comment. • **Approach.** The methodology for monitoring is a variation of methods presented in Monitoring the Vegetation Resources in Riparian Areas (Winward 2000). This General Technical Report prepared by the U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station, provides information on the use and application of three sampling methods to inventory and monitor the vegetation resources in jurisdictional areas. These methods are: 1) the vegetation cross-section method that evaluates the health of vegetation across a riparian corridor; 2) the greenline method that provides a measurement of the streambed associated vegetation and/or wetlands; and, 3) the woody species regeneration that measures the density and age class structure of shrub and tree species that may be in the sampling area. It should be noted that modifications made to the Winward methodology and incorporated into the RWMAMP are intended to reduce observer variability as discussed in Coles-Ritchie, et. al. (2004). • **Assessment of Vegetation Health.** The vegetation cross-section method will consist of at least five permanently marked line-point transects aligned perpendicular to USACE, RWQCB, and CDFG jurisdiction associated with Cartago Creek and the edge of the wetland area at three (3) established monitoring stations. The transects will be placed in such a way to best represent the riparian and/or wetland communities being monitored and, to			Department of Fish and Game

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
the extent practicable, will be long enough to span the observed riparian corridor and delineated wetland edge. Species composition and cover will be obtained by collecting data on species present every 0.5 meter (approximately 20 inches). Cover data will be determined by dividing the number of points where vegetation cover is observed by the total number of points on the transect. Composition data will be determined by dividing the number of points where a particular plant species is observed by the total number of points where vegetation cover is observed on the transect. Photographs will also be taken in the direction of the transect from the start and end points). • **Measurement of Riparian and Wetland Vegetation.** The greenline method will be used to provide an indication of the immediate riparian and wetland edge vegetation composition associated with jurisdictional areas. The greenline itself will be identified by the edge of riparian and wetland vegetation. As such, the greenline method is designed to account for a continuous line of vegetation along the wetland edge and on each side of Cartago Creek (excepting road and trail crossings) even when this line of vegetation occurs several feet above or away from the stream's edge (usually the ordinary high water mark). The greenline transect will begin at the crossing of the most "uphill" cross-section transect, on the right side (looking downstream) of Cartago Creek and the most "uphill" cross-section transect across the wetland edge. Using the step transect method, the monitor will proceed downstream a minimum of 100 meters (approximately 328 feet and considered to be the minimum distance needed to encompass the potential variation within a riparian complex), cross Cartago Creek, and walk upstream on the opposite side of the creek until opposite the starting point. In the case of the wetland edge, the transect will follow the edge in one direction only. Data on riparian and wetland plant species (obligate and facultative hydrophytes) canopy and understory will be collected every four (4) steps (approximately 8 feet). Percent cover and species composition will be calculated as described above for the cross-section method.). • **Measurement of Woody Riparian Species Regeneration.** Woody species regeneration will be measured by using the same transects used for greenline measurements. At each data collection step for the greenline method, the observer will use a 1-meter stick to collect data on woody vegetation within a circle having a radius of one (1) meter from the toe-point of the step. All woody plants rooted within the circle will be tallied based on age-class categories (sprout, young, mature, decadent and dead, as defined by Winward			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
(2000). Data will be analyzed for age class distribution and species composition as described above. • **Monitoring Stations and Monitoring Regime.** To best elucidate the relationship between the increased pumping and the maintenance, health, and vigor of riparian and wetland vegetation, as well as the role of rain, snowmelt runoff, and/or inputs from several natural seeps and springs along its length, and natural accretion in supporting riparian and wetland vegetation in the area, three monitoring stations will be established: 1) just upstream from the point where Cartago Creek's bed and bank characteristics are lost due to sheet flow; and 2) at two locations where existing natural springs exist that can be monitored along one or more of the five transects established at each monitoring station near the proposed plant facility, 3) at a location removed from the proposed plant facility. The measurement of baseline, or starting conditions, following the methods outlined above, will be conducted prior to the commencement of project operation. Monitoring at these stations, following the methods outlined above, will take place in mid- to late August during each year of monitoring; monitoring will take place for six years following the buildout of each of the two proposed project phases, for a total duration of 12 years of monitoring. Monitoring will be conducted annually for the first three (3) years following buildout of each project phase in order to discern the potential loss of riparian wetland vegetation in the area, and implement responsive measures if necessary, as set forth below. Following year three (3) of monitoring following buildout of each project phase, if no loss of riparian and wetland communities is detected due to the increased pumping, monitoring will take place at year six (6) following the buildout of each project phase following the onset of increased pumping. If, at the end of the entire 12-year monitoring program, no significant loss of riparian and wetland communities is detected, the monitoring program will be terminated. • **Assessment of Monitoring Data.** The effects of increased pumping, if any, will be assessed through examination of the various data collected during monitoring and the identification of trends regarding the stability of the riparian and wetland communities being monitored. First, the percent cover of obligate and facultative hydrophytes obtained through application of the vegetation cross-section method will be analyzed. Should the percent cover of these plant species exhibit a decreasing trend and/or decrease on a			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
cumulative basis by more than 20 percent of their baseline values at any time during the monitoring program, responsive measures will be implemented as presented below. Second, should the percent cover along the greenline exhibit a decreasing trend and/or decrease on a cumulative basis by more than 20 percent of their baseline values at any time during the monitoring program, responsive measures will be implemented as set out below. Third, should the woody recruitment data exhibit a decreasing trend in young (>3 years old) or mature riparian woody plants and/or decrease on a cumulative basis by more than 20 percent of their baseline values, again, adaptive management measures will be implemented as set out below. Assessment of all three data sets will be used to determine the need and type of adaptive management measures to be implemented. It should also be noted, however, that in its analysis, the monitoring program will assess any losses stipulated above against the amount of snow- melt runoff and rainfall in that year. That is, during dry years, the health and vigor of hydrophytic plants may decrease independent of the increased pumping. Conversely, hydrophytes may flourish during wet years. In both cases, consideration will be made for climatic conditions when examining community and population trends.			
• **Adaptive Management Measures.** The adaptive management strategy for identified degradation and/or loss of riparian and wetland communities within jurisdictional areas shall include creation, restoration and/or enhancement of riparian and/or wetland habitat. The adaptive management shall be accomplished in one or more of the following ways, as determined by the Inyo County Water Department in consultation with the applicant: a) a short-term and/or long-term reduction in pumping of the project's water supply wells; b) creation, restoration and/or enhancement of habitat on property owned by Crystal Geyser; c) creation, restoration and/or enhancement outside the property, but within lower Owens River Basin; and cd) payment of in lieu fees to an existing riparian or wetland mitigation/conservation bank and/or existing management and/or enhancement program in the Eastern Sierra region. The selection of a site or program to which adaptive management measures will be applied will set a priority for locations where the highest benefit to habitat can be realized. The payment of in lieu fees, if such a program exists, will fulfill these requirements, in part or in full. For adaptive management entailing habitat creation, restoration and/or enhancement, a Habitat Management and Monitoring Plan shall be prepared for review and approval by the County and trustee agencies, as			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
appropriate. The plan will stipulate success criteria for the habitat being created, restored and/or enhanced and will be monitored by a qualified restoration ecologist for five years or until such time as the success criteria are met, but no sooner than one year following cessation of all inputs (e.g., soil amendments, irrigation, etc.) to the creation, restoration and/or enhancement project. The success criteria will address requirements for no significant net loss of riparian and/or wetland habitat regulated by the USACE, RWQCB, and/or CDFG and will focus on habitat replacement to the extent practicable and satisfactory to the participating trustee resource agencies. • **Reporting Procedures.** Annual reports and data records will be submitted by the monitor to the County at the end of each year of monitoring. Following the submittal and depending on the need for adaptive management responses or remedial action, the County may elect to consult with trustee agencies.			
Mitigation Measure BIO-5: The Applicant shall be responsible for implementing mitigation to reduce potential impacts to migratory raptor and songbird species to below a level of significance by the following: (1) Vegetation removal activities shall be scheduled outside the nesting season for raptor and songbird species (typically September 1 to February 14) to avoid potential impacts to nesting species (this will ensure that no active nests will be disturbed and that habitat removal could proceed rapidly); and/or (2) Any construction activities that occur during the raptor and songbird nesting season (typically February 15 to October 14) shall require that all potentially impacted suitable habitat be thoroughly surveyed for the presence of nesting raptor and songbird species by a qualified biologist before commencement of clearing. If any active nests are detected, a buffer of at least 300 feet (500 feet for raptors) shall be delineated, flagged, and avoided until the nesting cycle is complete as determined by the qualified biologist to minimize impacts.	Prior to construction	Prior to construction	California Department of Fish and Game
3. ARCHAEOLOGICAL/PALEONTOLOGICAL RESOURCES			
Mitigation Measure ARCH-1a: The Applicant shall retain a qualified archaeological monitor and Native American monitor who shall be present during construction excavations such as grading, trenching, grubbing, or any other construction excavation activity associated with the proposed project. The frequency of monitoring shall be based on the rate of excavation and	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
grading activities, proximity to known archaeological resources, the materials being excavated (native versus fill soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the archaeological monitor and native American monitor.			
Mitigation Measure ARCH-1b: In the event that archaeological resources are unearthed during ground-disturbing activities, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated. Work shall be allowed to continue outside of the vicinity of the find. All archaeological resources unearthed by project construction activities shall be evaluated by the archaeologist. The Applicant shall coordinate with the archaeologist, the County, and the Native American representative to develop an appropriate treatment plan for the resources. Treatment may include implementation of archaeological data recovery excavations to remove the resource or preservation in place. The landowner, in consultation with the archaeologist, the County, and the Native American representative shall designate repositories in the event that archaeological material is recovered.	During construction	During construction	Inyo County Planning Department
Mitigation Measure ARCH-1c: The archaeological monitor shall prepare a final report at the conclusion of archaeological monitoring. The report shall be submitted by the Applicant to the County, the Eastern Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, treatment of the resources, and evaluation of the resources with respect to the California Register of Historical Resources and the National Register of Historic Places.	During construction	During construction	Inyo County Planning Department
Mitigation Measure ARCH-2a: If human remains are encountered unexpectedly during implementation of the proposed project, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment. Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in Subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.			
Mitigation Measure ARCH-3a: If construction excavations will reach depths of five feet or greater, a qualified paleontologist shall attend a pre-grading/excavation meeting and develop a paleontological monitoring program for excavations into older Quaternary Alluvium deposits. A qualified paleontologist is defined as a paleontologist meeting the criteria established by the Society for Vertebrate Paleontology. The qualified paleontologist shall supervise a paleontological monitor who shall be present at such times as required by the paleontologist during construction excavations below five feet or greater into older Quaternary Alluvium deposits. Monitoring shall consist of visually inspecting fresh exposures of rock for larger fossil remains and, where appropriate, collecting wet or dry screened sediment samples of promising horizons for smaller fossil remains. The frequency of	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
monitoring inspections shall be determined by the paleontologist and shall be based on the rate of excavation and grading activities, the materials being excavated, and the depth of excavation, and if found, the abundance and type of fossils encountered.			
Mitigation Measure ARCH-3b: If a potential fossil is found, the paleontological monitor shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation and, if necessary, salvage. At the paleontologist's discretion and to reduce any construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing. Any fossils encountered and recovered shall be prepared to the point of identification and catalogued before they are donated to their final repository. Any fossils collected shall be donated to a public, non-profit institution with a research interest in the materials, such as the Eastern California Museum or the Natural History Museum of Los Angeles County. Accompanying notes, maps, and photographs shall also be filed at the repository.	During construction	During construction	Inyo County Planning Department
Mitigation Measure ARCH-3c: The paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, as well as a description of the fossils collected and their significance. The report shall be submitted by the Applicant to the lead agency, the Eastern California Museum, the Natural History Museum of Los Angeles County, and other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.	During construction	During construction	
3. HISTORICAL RESOURCES			
Mitigation Measure HIST-1: As part of the project, Residence 2 will be demolished. Residence 2 contains squared timber construction which appears to remain from the ca. 1871 cabin and has a potential to yield important information about significant historic activities conducted on the project site associated with the period of significance, ca. 1871-1883. The squared timber construction of the extant visible wall and any other historic fabric associated with the period of significance that may exist inside other walls, roof and floor of Residence 2, have a potential to yield important information about the site. The project applicant shall retain a qualified architectural historian or historical archaeologist to conduct construction monitoring during demolition of Residence 2. Any important historic fabric or artifacts associated with the period of significance, ca. 1871-1883, shall be fully recorded in	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
photographic images and written manuscript notes. Significant material retrieved from the site shall be salvaged, inventoried and properly archived in a suitable publically accessible historical collection for further analysis and interpretation. A qualified architectural historian, historical archaeologist or historic preservation professional who satisfies the Secretary of the Interior's Professional Qualification Standards for History, Archaeology, or Architectural History pursuant to 36 CFR 61, shall prepare the necessary written and illustrated documentation in a construction monitoring and data recovery report. This document shall record the history of Residence 2 during the period of significance as well document its present physical condition through site plans; historic maps and photographs; sketch maps; 35mm photography; and written data and text. All documentation components shall be completed in accordance with the Secretary of the Interior's Standards for Historical Documentation. The completed documentation shall be placed on file at the Eastern Information Center (CHRIS-EIC), University of California, Riverside, CA; the Eastern California Museum; and the County of Inyo Public Library.			
Mitigation Measure HIST-2: The Applicant shall retain a qualified archaeological monitor for ground disturbing activities associated with the proposed project. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known archaeological resources, the materials being excavated (native versus fill soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the archaeological monitor.	During construction	During construction	Inyo County Planning Department
Mitigation Measure HIST-3: In the event that historic period archaeological resources are unearthed during ground-disturbing activities, the archaeological monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated. Work shall be allowed to continue outside of the vicinity of the find. All archaeological resources unearthed by Project construction activities shall be evaluated by the archaeologist. The Applicant shall coordinate with the historic archaeologist and the County to develop an appropriate treatment plan for the resources. Treatment may include implementation of archaeological data recovery excavations to remove the resource or preservation in place. The landowner, in consultation with the historic archaeologist and the County, shall designate repositories in the event that archaeological material is recovered.			Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Mitigation Measure HIST-4: The archaeological monitor shall prepare a final report at the conclusion of archaeological monitoring. The report shall be submitted by the Applicant to the County, the Eastern Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, treatment of the resources, and evaluation of the resources with respect to the California Register of Historical Resources and the National Register of Historic Places.	During construction	During construction	Inyo County Planning Department
Mitigation Measure HIST-5: If human remains are encountered unexpectedly during implementation of the proposed project, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment. Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in Subdivision (k) of	During construction	During construction	Inyo County Planning Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.			
4. HYDROGEOLOGY & SURFACE HYDROLOGY			
Mitigation Measure HYDRO-1: During the initial sequential activation of the first two production lines after Phase I building has been completed, all three wells shall be utilized so that the total groundwater demand is spread between the three wells, as opposed to pumping only one well at full capacity while leaving the other two wells idle. This will mitigate water level drawdown impacts in the vicinity of any one pumping well.	During project operation	During project operation	Inyo County Planning Department Inyo County Water Department
Mitigation Measure HYDRO-2: The applicant shall submit a Groundwater Monitoring, Mitigation, and Reporting Plan (prepared by a qualified hydrogeologist or other specialist approved in advance by the Inyo County Water Department) to the Inyo County Water Department for review and approval prior to the operation of the three water supply wells, as follows: • The Plan shall be submitted to the Inyo County Water Department at least three months prior to the commencement of project operation to allow for adequate review time and any necessary revisions. • The Plan shall provide a detailed methodology for monitoring background groundwater levels. The monitoring period shall include pre-operation and project operation. The Plan shall establish pre-operation and project-related groundwater level trends that can be quantitatively compared against predicted trends near the project pumping wells and potentially impacted resources. • The Plan shall include the applicant's existing model for predicting changes in the groundwater flow system resulting from the project. This model has the capability to assess changes in hydraulic head, flow rate, flow direction, and water budget. In addition,	Prior to and during project operation	Prior to and during project operation	Inyo County Water Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
the Plan shall include model runs which predict effects of the planned groundwater pumping for the project on off-site wells. • The Plan shall define triggers for on-site monitoring wells that correspond to potential impacts on off-site wells. The triggers shall be based on the results of monitoring and modeling. The applicant shall also use the model to provide an evaluation of the sustainability of the water supply for the life of the project, including the cumulative sustainability when considered with other pumping occurring or projected to occur in the groundwater basin. • The Plan shall also include the following: 1. Initiation: Provisions for initiation of evaluation of the water level data; 2. Verification: A plan for verifying the predictive tools described above and for revising or recalibrating the tools as necessary; and 3. Revisions: A plan for revising thresholds as dictated by new data concerning system response to project operation. • Monitoring. Water level monitoring shall be conducted and reported at monthly intervals for the first two years of project operation following each phase of project buildout. Data shall be collected and analyzed by a qualified specialist to be retained by the applicant and approved by the Inyo County Water Department. Monitoring reports shall be prepared by the applicant's approved specialist and submitted to the Inyo County Water Department within 20 days of data collection. After the first two-year operational and monitoring period following each phase of project buildout, the applicant's approved specialist shall evaluate the data. If appropriate, the applicant's approved specialist shall recommend whether the monitoring program shall be revised or eliminated, based on observed groundwater level changes as compared with predicted modeling, and on the consistency of the data collected. The final determination of whether the monitoring program is to be revised or eliminated shall be made by the Inyo County Water Department. Off-Site Well Impacts. In the event that a well owner notifies the Inyo County Water Department that impacts to off-site wells have occurred or will occur due to the project, and impacts are confirmed through verifiable data as determined by the Inyo County Water			

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
Department, the applicant shall take one or more of the following steps in consultation with and as approved by the Inyo County Water Department to maintain less than significant impacts: (1) a short-term or long-term reduction in pumping from one or more wells at the Cabin Bar Ranch or other wells within its control, (2) direct provision of water from Crystal Geyser to the impacted well owner(s), and/or (3) direct financial compensation from Crystal Geyser to the impacted owner(s) for the costs to modify well(s) and/or for increased electrical costs. Disputes as to the cause of well water drawdown or appropriate corrective measures shall be resolved by the County. It is understood that the Inyo County Water Department will consider, but will not be limited to, the following as part of its confirmation of impacts and mitigation for off-site well impacts: 1. Mitigation for project effects on off-site wells shall depend upon the specific characteristics of each well, and the use of the well. 2. The applicant shall work with the Inyo County Water Department to evaluate wells that may be affected by groundwater drawdown as the project progresses. 3. The Inyo County Water Department shall consider in its evaluation the applicant's monitoring data, as required pursuant to this mitigation measure, and the groundwater model, as it may be amended.			
Mitigation Measure HYDRO-3: The project applicant shall retain qualified groundwater professionals to evaluate water quality as set forth in this mitigation measure, since pumping is conducted continuously and groundwater conditions may change. Examples of such data review and interpretation may include, but not be limited to, the following: • To establish a database where possible long-term trends and changes in water quality may be evaluated, groundwater samples shall be collected at least once every three years from the pumping wells and key groundwater monitoring wells for analysis of physical constituents (e.g., temperature, electrical conductivity, turbidity, pH; general minerals, trace metals; and the radiological constituents is recommended.	During project operation	During project operation	Inyo County Water Department

Table 4-1 (Continued)

Mitigation Monitoring and Reporting Program

Mitigation Measure	Phase of Implementation	Frequency and/or Duration of Required Monitoring	Enforcement / Reporting Agency
• Plot the production quantities from each well, along with rainfall and SWLs, in order to assess the impact of pumping on SWLs in all monitored sites. • Plot temporal changes in key water quality constituents in groundwater samples from the wells. Typical key water quality constituents include total dissolved solids, electrical conductivity and selected cations, such as calcium, magnesium, sodium and boron, and cations, such as bicarbonate, sulfate and chlorides. Tracking changes in these constituents in those wells close to the Spring Line fault may provide indication of any possible intrusion of brackish groundwater from the east side of the fault into the aquifers on the west side of the fault. • In the event that verifiable data are presented to the Inyo County Water Department demonstrating impacts to water quality due to the applicant's pumping activities, the applicant shall undertake a short-term or long-term reduction in pumping from one or more wells at the Cabin Bar Ranch to maintain less than significant impacts, in consultation with and as approved by the Inyo County Water Department.			
5. NOISE			
Mitigation Measure NOISE-1: Noise-generating equipment operated at the project site shall be equipped with the most effective noise control devises, i.e., mufflers, lagging, and/or motor enclosures. All equipment shall be properly maintained to assure that no additional noise, due to worn or improperly maintained parts, would be generated.	During construction	During construction	Building and Safety Department
Mitigation Measure NOISE-2: A 15-foot-tall temporary noise barrier shall be provided along north boundary of the project site to block line-of-sight to the residential uses north of the project site.	During construction	During construction	Building and Safety Department
6. TRAFFIC			
Mitigation Measure TRANS-1: To ensure truck and motorist safety, the proposed internal access roadway shall be constructed at the onset of Phase I construction activities.	Onset of Phase I construction	Onset of Phase I construction	Inyo County Planning Department

Elton Family Trust Letter

EFT

December 27, 2012

[Original – Hand Delivery] Marian Elton Seiter

Inyo County Planning Department
Attn: Tanda Gretz, Senior Planner
P.O. Drawer L
168 N. Edwards Street
Independence, CA 93526

Re: CGR EIR APPEAL DECEMBER 13, 2012 RECOMMENDATION FOR APPROVAL

Dear Ms. Gretz:

On behalf of the Elton Family Trust, an appeal for the recommended approval of the Environmental Impact Report prepared for the Cabin Bar Ranch by Crystal Geyser Roxanne is being submitted based on the attached submittal prepared by GSI/water.

Regards,

Patricia Elton, Trustee, Trustee Elton Family Trust

Smilja Blackmon, Trustee, Trustee Elton Family Trust

Marylata Elton Jacob, Elton Family Trust

Marian Elton Seiter, Elton Family Trust

Sean Elton, Elton Family Trust

ELTON FAMILY TRUST~PO BOX 4878~SCOTTSDALE~ARIZONA~85261-4878
Trustees ~ Patricia Elton & Smilja Blackmon

1499 HUNTINGTON DRIVE
SUITE 402
SOUTH PASADENA
CALIFORNIA 91030
GSi /water
(626) 441 - 0039

December 27, 2012

The County of Inyo Planning Commission
Board of Supervisors
Post Office Drawer L
Independence, CA 93526

Re: Elton Family – In Support of EIR Appeal re Cabin Bar Ranch

GSi/water has been requested to independently review the hydrology-related investigation and report on the proposed CG Roxane (CGR) development in order to objectively determine the sufficiency of hydrologic-related findings and underlying research. In doing so, GSi/water, as engaged by members of the Elton family (EFT), has been advised that our work is to be objective and independent, and that this is not a protest of the proposed project but rather a necessary assessment that properly researched findings have been established so that sufficient precautionary steps and controls are in place to protect all competing interests were the project to be approved. 1

Aquifer Pumping Tests

We feel that testing was insufficient to address the potential long-term cumulative impacts of the proposed pumping on the ground water resources of the Cabin Bar Ranch and neighboring properties. Specifically, 2

- The aquifer test duration of 72-hrs is insufficient. To account for the effects of gravity drainage, to identify influence of boundary conditions, and to evaluate the effect of full-scale pumping on the springs and water quality in an unconfined setting such as this, an aquifer test of a week or more would be recommended.

- Using a pumping rate of 170 gallons per minute (gpm) during the aquifer test is insufficient to stress the aquifer system to the extent proposed at full build out. To adequately characterize potential impacts, a pumping rate comparable to the maximum anticipated production from all Crystal Geyser wells on both the Cabin Bar Ranch and EFT properties would be recommended. 3

  According to the Geosyntec report, 360 AFY would be pumped from Cabin Bar Ranch in addition to the 300 AFY currently pumped from the EFT property to the south, for a total of about 660 AFY or about 400 gpm. The cumulative impacts of the pumping should be addressed more directly in this evaluation phase. 4

- It is unclear if corrections to observed drawdowns were made on the basis of projected recovery from cessation of pumping from off-site wells prior to starting the drawdown portion of the aquifer test(s). For example, hydrographs clearly show pre-test water levels continuing to recover in CGR-8 and OW-7U as a result of cessation of pumping at CGR-2 and CGR-4. 5

- Recovery data, which often provide better results, do not appear to have been used in the analysis of the aquifer test(s). 6

- Use of a single monitoring point (P-15) east of the Spring Line Fault is insufficient to characterize hydraulic connectivity across the Fault. In order to adequately assess the potential for salt water intrusion from Owens Lake, additional piezometers should be established east of the Fault and monitored during aquifer testing. 7

- Conclusions drawn from water level drawdown at P-15 are suspect due to the discharge of test waters 500 ft northeast (down-gradient) of P-15. The negligible drawdown observed during testing may result from the infiltration of test water. Discharge from testing should be routed well downstream a sufficient distance from monitored wells and piezometers. 8

- To adequately assess the potential for salt water intrusion, testing of longer duration and higher pumping rate is recommended. During the test, observations should be made to identify potential changes in water quality over time. 9

Geosyntec Ground Water Model

The purpose of the ground water model was to evaluate the "potential long term-effects of future pumping scenarios on spring flow and groundwater levels" (Geosyntec, 2012; p. 37). 10

- The potential for salt water intrusion to occur is another impact that appears to have been neglected in the analysis using the ground water model.

- It is unclear from the Geosyntec report and supporting appendices how the Spring Line Fault was modeled. This has important implications for its value as a predictive tool for salt water intrusion. 11

- Model results may not be a reliable predictor of ground water conditions because the model relies upon results from the aquifer pumping and recovery tests, which were not of sufficient duration or rate to adequately characterize the shallow unconfined aquifer setting. 12

Monitoring and Mitigation Measures

The Elton family raised some excellent and appropriate questions with regards to how the monitoring and mitigation measures are to be implemented. Specifically: 13

(1) What are the criteria to define a potential impact? 13 cont'd.

(2) What are the timelines for action and reaction? 14

To adequately answer these questions, we feel that the following measures are of critical importance:

- To establish baseline data of reasonable record to capture the effects of long term seasonal fluctuations of water levels and water quality over drought and average climate conditions. 15

- To continue the monitoring program during project operation at sufficient frequencies and over sufficient duration to capture the effects of long term seasonal fluctuations of water levels (both static and pumping levels) and water quality under drought and average conditions. 16

- Pressure transducers should be installed in the pumping wells CGR-8, CGR-9, and CGR-10. Sufficient memory is available in current models to measure water levels as frequently as one measurement per minute, which provides a concise record of water level changes in response to pumping. Interferences among production wells are readily visible in hydrographs with measurements at this frequency. Specific capacity in pumping wells should be recorded and evaluated regularly as this parameter allows for early warning of potential maintenance issues with the production wells. 17

- Sensitivity to the potential impacts of global climate change on the project should be considered in evaluating data. In particular, plots of rainfall versus water levels and spring flows should be standard elements of an annual monitoring report. 18

- Water quality monitoring of the analytical suite proposed in measure HYDRO-3 should be conducted annually, not every three years. Monthly measurements of field parameters such as specific conductance, temperature, and pH should be made in production wells and plotted to provide an indicator of potential changes to the ground water chemistry. Thresholds should be established to trigger a more comprehensive water quality monitoring event in advance of an annual sampling should changes be detected. The annual monitoring report should include Stiff diagrams in addition to plotting the concentration of constituents with respect to time. 19

- A proposed water level and water quality monitoring plan that considers the above should be prepared and input solicited from interested parties. The plan should identify any and all wells proposed for monitoring, including nearby wells operated by others on adjacent property, what parameters will be monitored in each well, and what will be included in the annual report. Appropriate agreements for sharing data with the Elton family and other impacted neighbors should be in place. 20

GSi/water believes the addition of the elements described above can provide the information necessary to assess potential impacts to nearby property owners and how such impacts, if any, would be addressed by CGR in moving forward with the contemplated development on Cabin Bar Ranch. 21

Sincerely,
GSi/water

Rachel R.

Rachel E. Ridgway, M.S.
GIT 351
Project Geologist

Rachel R. for Tom Calabrese

Thomas J. Calabrese
PG 5391
Chief Geologist

J.H. Birman, Ph.D.
PG 944, CHG 125, CEG 396, PGP 513
Chief Geologist

REFERENCES

County of Inyo, November 2012, Final Environmental Impact Report: Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Facility Project.

Driscoll, F.G., 1986; *Groundwater and Wells.* Second Edition. St. Paul, Minnesota: Johnson Filtration Systems, Inc.

Fetter, C.W., 2001; *Applied Hydrogeology.* Third Edition. New York: McMillan.

Geosyntec Consultants, February 7, 2011; *Test Well Installation and Hydrogeology Report, Cabin Bar Ranch, U.S. Highway 395, Olancha, California*; prepared for CG Roxane, LLC.

_____, April 19, 2012; *Groundwater Modeling Results, Short-Term High-Production Impacts on Spring Flows, Cabin Bar Ranch Project, Crystal Geyser Roxane.* Letter to Mr. Rick Moore of Crystal Geyser Roxane, 2 pp.

Richard C. Slade & Associates, LLC (RCS), June 2012; *Hydrogeologic Evaluation for Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Facility Project, Inyo County, California*; Prepared for PCR Services Corporation.

Cartago Mutual Water Company Letter
(Taber Consultants)

FAX COVER SHEET

TO	Inyo County Board of Supervisors
COMPANY	
FAX NUMBER	17608780465
FROM	Thomas Ballard
DATE	2012-11-04 09:37:07 GMT
RE	Crystal Geyser FEIR Appeal Support Document

COVER MESSAGE

Taber Consultants has been requested by Cartago Mutual Water Company to provide the attached document which was prepared in support of their appeal concern the December 13, 2012 Planning Commission decision recommend the certification of the Final Environmental Impact document for the proposed Crystal Geyser plant expansion. We are very concerned with the potential impact to Cartago Mutual Water Company and feel the Planning Commission has not addressed those concerns in their review process.
Thank you for your consideration and please do not hesitate to contact me concerning any questions you may have.

1

Taber
Since 1954

Taber Consultants
3911 West Capitol Avenue
West Sacramento, CA 95691-2116
(916) 371-1690
(707) 575-1568
Fax (916) 371-7265
www.taberconsultants.com

December 24, 2012

Inyo County Board of Supervisors
P.O. Box N
Independence, California 93526

Subject: Statement to Support Appeal Planning Commission Decision
Proposed Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Facility
Inyo County, California

Taber Consultants has been retained by Cartago Mutual Water Company (CMWC) to provide support for an appeal of the Inyo County Planning Commission Resolution 2012-5recommending that the Board of Supervisors certify the final Environmental Impact Report concerning proposed Crystal Geyser Roxane Cabin Bar Ranch water bottling facility located south of Cartago, Inyo County, California.

Taber Consultants reviewed the November 2012 *Final Environmental Impact Report* (EIR) which includes sections addressing comments received concerning the August 2012 Draft EIR and provided additional comments to the Planning Commission prior to their December 13, 2012 special meeting to recommend certification of the EIR. We feel the issues addressed in our comments on both the Draft EIR and the Final EIR remain mostly unanswered and we have continued concerns about the potential effects of this project on Cartago Mutual Water Company's water supply wells. 1

Taber Consultants requests that the Inyo County Board of Supervisors to take the following point and recommendations into account for conditions to be placed on the operating approval for the proposed Crystal Geyser expansion:

1. To provide verifiable pumping rates, drawdown data and other hydrogeologic data to determine impacts of the additional pumping proposed by Crystal Geyser on CMWC, an independent third party should be contracted to verify data from flow meters, pressure transducers/dataloggers installed in the monitoring wells/piezometers and drawdown data from CMWC wells. This independent third party should report concurrently to both Inyo County Environmental Health Department

Taber
Since 1954

2. To provide verifiable pumping rates, drawdown data and other hydrogeologic data to determine impacts of the additional pumping proposed by Crystal Geyser on CMWC, an independent third party should be contracted to verify data from flow meters, pressure transducers/dataloggers installed in the monitoring wells/piezometers and drawdown data from CMWC wells. This independent third party should report concurrently to both Inyo County Environmental Health Department 2
3. Further evaluation of pumping on water quality with respect to poor quality water from Owens Lake sediments and the extent to which the Spring Line fault provides a significant hydrologic barrier to groundwater flow or a sufficient monitoring plan to detect any intrusion of poor quality water from Owens Lake Bed as a result of pumping operations. 3
4. Water quality data should also be collected from CMWC wells on a routine basis out side of the normal Title 22 sampling which remains the responsibility of CMWC. 4
5. Well interference analysis taking into account dry season/low recharge hydrologic conditionsusing the maximum pumping rates proposed by Crystal Geyser. 5
6. Provisions for backup water supply for CMWC in case pumping by Crystal Geyser does create well interference to the degree that it affects CMWC's ability to meet customer water needs. 6
7. Proper permitting, as required, through the WDR program for current and proposed operations of the water bottling plant. 7

More detailed information on these points can be found in our comments provided to the Planning Commission in letters dated September 25, 2012 and December 4, 2012. We, of course, are available to answer any questions the Board of Supervisors may have. 8

Should there be any questions concerning thesecomments, please do not hesitate to call us.

PROFESSIONAL GEOLOGIST
THOMAS E. BALLARD
No. 961
CERTIFIED
HYDROGEOLOGIST
STATE OF CALIFORNIA

Very truly yours,
TABER CONSULTANTS

Thomas E. Ballard, PG #7299, CHG #961
Principal Hydrogeologist

cc: Inyo County Water Department- Bob Harrington
Inyo County Planning Department
Inyo County Environmental Health Director- Marvin Moskowitz
Inyo- Mono Integrated Water Management Program Director- Mark Drew, Ph.D.

LAW OFFICE OF DONALD B. MOONEY

129 C STREET, SUITE 2
DAVIS, CA 95616
530-758-2377
dbmooney@dcn.org

Sierra Club/
Owens Valley Committee
Letter

December 28, 2012

Clerk of the Board
Inyo County Board of Supervisors
224 N. Edwards Street
Independence, CA 93526

Re: Owens Valley Committee and Sierra Club's Appeal of Planning Commission' December 13, 2012 Approval of Crystal Geyser Roxane Cabin Bar Water Bottling Plant Project (Resolution No. 2012-05)

Dear Sir or Madam:

The Owens Valley Committee and Sierra Club appeal the Planning Commission's December 13, 2012 approval of the Crystal Geyser Roxane Cabin Bar Water Bottling Plant Project ("Project"). (See Planning Commission Resolution No. 2012-05.) Resolution No. 2012-05 purportedly approves a Conditional Use Permit (#2010-03) and recommends that the County Board of Supervisors approve the Final Environmental Impact Report ("FEIR"); the General Plan Amendment (#2010-01); Zone Reclassification (#2010-02); and Reversion to Acreage (#2012-01.) This appeal applies to all actions of the Planning Commission with respect to the approval and recommended approval of the Project. A check for $300 is enclosed as the County's fee for this administrative appeal. 1

The proposed Project consists of the construction and operation of a spring water bottling facility by Crystal Geyser Roxane on a northeastern portion of the 420-acre Cabin Bar Ranch property, adjacent to the southern boundary of the community of Cartago and on the east side of U.S. Highway 395. The Project site consists of 34-acre and will contain a 198,000 square foot water bottling plant and an associated 40,000-square foot warehouse facility. The Project will draw groundwater from three existing on-site production wells at a combined average rate of 170 gallons per minute ("gpm"), which could rise to a short-term high production rate of 500 gpm for a three-month summer period, for a total of production rate of 360 acre-feet per year. Construction is proposed to take place in three phases over a number of years, with full build-out anticipated in 2025-2027.

Project implementation requires a General Plan Amendment for land use designation changes from Rural Protection (RP) and Rural Residential High Density (RRH) to Light Industrial (LI); a Zone Reclassification for zoning changes from Open Space, 40-acre minimum (OS-40) and Rural Residential One-Acre Minimum (RR-1.0) to Light Industrial (M-2); a Conditional Use Permit (CUP) to allow a water bottling plant within the M-2 zone, and a Reversion to Acreage process to extinguish lot lines from a 16-lot residential subdivision that was approved in the 1980s but never developed.

OVC and Sierra Club appeal the Planning Commission's approval of the Conditional Use Permit and the recommended approvals on the grounds that such approvals and recommendations violate the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code, § 21000 *et seq.* and the CEQA Guidelines, Title 14 California Code of Regulations, section 15000 *et seq.*

The County of Inyo's failure to comply with CEQA, includes but is not limited to the following:

1. The study area for biological resources does not contain essential project areas of potential impact. (*See* Comment letter dated October 8, 2012 from Mark Bagley to Tanda Gretz.) The biological studies, including the new plant surveys reported in the FEIR, were all confined to the narrowly defined project study area that only contains the project footprint that will have direct surface disturbances (access roads, plant site, leach field, etc.) (see Figure 4.C-1) and does not include large wetland and spring areas that will not have direct surface disturbances but will be affected by groundwater pumping lowering water tables and reducing spring flows as revealed in the hydrogeologic evaluation. Because of this, no information is presented about the biological resources that may potentially be affected by groundwater pumping. The meadows, marshes, and spring habitats that lie to the south and east of the study area shown on Figure 4.C-1 contain potential habitat for several sensitive plant and animal species. For example, some of the springs have potential habitat for the listed tui chub. Field surveys prior to project approval should be conducted in these areas. Without it, the EIR is inadequate. 2

2. Wildlife field surveys for the DEIR were conducted for only one day in February 2012 at a time when many potential sensitive animal species are not observable. This does not provide the information required in an EIR. 3

3. The Riparian and Wetland Monitoring and Adaptive Management Program (see FEIR, mitigation measure BIO-4) states it will monitor jurisdictional wetlands. However, the jurisdictional wetlands determination only was made in the project footprint that will have direct surface disturbances (access roads, plant site, leach field, etc.) and does not include large wetland and spring areas that will not have direct surface disturbances but will be affected by groundwater pumping lowering water tables and reducing spring flows. There is no map in the EIR showing the monitoring locations, there is no indication that springs outside of the study area shown on Figure 4.C-1 will be included in the RWMAMP. The RWMAMP lacks sufficient detail to determine if it will address any areas outside of the study area and if it will actually provide the mitigation value it purports to. (*See* oral comments made by Mark Bagley at the Dec. 13 Planning Commission hearing.) 4

4. The RWMAMP gives new responsibilities to the Inyo County Water Department to manage contractors and review their work. This will take away from what they currently do to address other issues in Owens Valley unless new staff, paid for by the project proponent, is provided. There is no provision for providing additional Water

Department staff, therefore this will have a negative impact on the Water Department. (*See* oral comments made by Mark Bagley at the Dec. 13 Planning Commission hearing.) 4 cont'd

5. Mitigation measures proposed for impacts to sensitive species (see FEIR, mitigation measure BIO-1) are not clearly defined, have several options, some of which are speculative at best and are not supported by substantial evidence as adequate mitigation, and it is not clear who will be making the decisions on which of the mitigation options will be used. "Measures to Mitigate Potentially Significant Impacts to Sensitive Species" (p. 4.C-38, and following) do not provide substantial evidence to support the viability of the mitigation measures. (*See* Comment letter dated October 8, 2012 from Mark Bagley to Tanda Gretz.) Examples of these problems include language that impacts "shall be avoided to the maximum extent practicable" without any definition of what might be "practicable;" that the mitigation "shall include one or more of the following measures at a mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant..." even though the CDFG comment letter states that CDFG does not concur that a 1:1 ratio will reduce impacts to less than significant (*See* Comment letter dated October 8, 2012 from CDFG); and that the option to make "payment into an agency-approved off-site mitigation bank or agency-approved in-lieu fee arrangement" is not supported by any evidence that such mitigation banks or in-lieu fee arrangements exist or are viable measures. 5

6. The County failed to recirculate the Draft EIR when the County added new information that resulted in significant changes to some of the mitigation measures. New sensitive plant surveys were presented in the Final EIR and new information was presented in the CDFG comment letter on the Draft EIR. The County relied on this new information to make substantial changes to mitigation measures for potential impacts to biological resources. CEQA requires recirculation where there is significant new information in the Final EIR. (*See* oral comments made by Mark Bagley at the Dec. 13 Planning Commission hearing.) 6

7. The FEIR's hydrological impact analysis did not take into account pumping through multiple dry years and therefore underestimates the Project's potential impacts. (See letter from Thomas E. Bollard, Taber Consultants, to Tanda Gretz dated September 25, 2012.) 7

8. The hydrological analysis failed to address potential impacts to off-site wells and springs, specifically springs on the Elton property just south of the Cabin Bar Ranch. (*See* oral comments made by the representative of the Elton Family Trust at the Dec. 13 Planning Commission hearing.) 8

9. The Planning Commission added monitoring of off-site wells to the Mitigation, Monitoring & Reporting Program (MMRP). However, off-site wells will only be included in the monitoring upon the request of the well owner and after a review and recommendation from the Inyo County Water Department. No criteria for inclusion is given to guide the Water Department making it uncertain which wells might be 9

included. In order to adequately protect adjacent landowners with wells and water rights, a plan to monitor off-site wells needs to be articulated before the project is approved. 9 cont'd.

10. The FEIR fails to evaluate pumping on water quality with respect to poor quality water from Owens Lake sediments and the extent to which the Spring Line fault provides a significant hydrologic barrier to groundwater flow. (See letter from Thomas E. Bollard, Taber Consultants, to Tanda Gretz dated September 25, 2012.) 10

11. The FEIR fails to adequately address water quality issues and does not reveal whether or not water will be filtered before it is bottled, as done at Crystal Geyser's existing nearby plant. This information is important because if the water is filtered then the FEIR fails to discuss the disposal of the filtrate and the discharge wastewater that may contain arsenic (as it does at the existing plant) and other toxic chemicals. (See letter from James D. Ciampa to Tanda Gretz dated December 12, 2012; see also letter from Thomas E. Bollard, Taber Consultants, to Tanda Gretz dated September 25, 2012.) 11

12. The FEIR fails to adequately discuss the need for and use of storm detention ponds and the permitting required for the use and operation of such ponds. 12

13. Substantial evidence does not support the Planning Commission's recommended findings. 13

OVC and Sierra Club reserve the right to submit more extensive comments to the Board of Supervisors prior to the Board's consideration of this appeal and the Project. Please provide notice to this office of the date and time of the Board of Supervisors' hearing on this appeal and the Project. 14

Sincerely,

Donald B. Mooney

Donald B. Mooney
Attorney for Owens Valley Committee

Laurens H. Silver

Laurens H. Silver
Attorney for Sierra Club

cc: Mark Bagley

GSi/water on behalf of the Elton Family Trust
J.H. Birman, Chief Geologist
1499 Huntington Drive, Suite 402
South Pasadena, California
December 27, 2012

Response No. 1

The commenter notes that GSi/water's review of the hydrogeology investigation and technical report is intended to be objective and independent, as directed by the Elton Family Trust, and states that the comments contained in the letter prepared by GSi/water should not be construed as a protest of the proposed Crystal Geyser Roxane Water Bottling Facility project.

This comment is noted and will be provided to the project decision-makers for their consideration.

Response No. 2

The commenter states that the 72-hour aquifer duration was insufficient to account for gravity drainage, and recommends an aquifer test of a week or more to identify influence of boundary conditions and evaluate the effect of full-scale pumping on the springs and water quality in an unconfined setting such as the project site.

The Hydrogeologic Investigation prepared by Geosyntec in 2011 and summarized in the 2012 *Hydrogeologic Evaluation* provided as **Appendix F** to the Draft EIR summarized the testing data and parameters used to initially evaluate the project impacts. The results obtained were considered suitable to proceed with the evaluation, bearing in mind that other available information, including reports and testing data generated by other consultants, were also incorporated into the assessments. Therefore, the pumping data, along with the recent Geosyntec data, was deemed sufficient for the evaluation of project impacts.

Nonetheless, mitigation measure HYDRO-2 in the Draft EIR, as set forth in its enhanced form in the Final EIR in **Section 3.0, Corrections and Additions to the Draft EIR**, does provide for a monitoring plan in which re-evaluation of pumping data will be performed to reassess the impacts of long-term pumping in which aquifer parameters values can be readjusted and recalculated, if necessary. Further, it should be understood that project pumping is to be performed in a phased approach over time. Specifically, the project is to be phased with respect to water withdrawal, with pumping during the first phase (i.e., the first two bottling lines) totaling 180 acre-feet per year (AFY) and increasing to 360 AFY when the second pair of bottling lines is built and becomes operational. During both of these phases, the effect of pumping of the project wells will be evaluated and the data interpreted and aquifer values re-assessed, if needed.

Response No. 3

The commenter states that the 170-gallons-per-minute (gpm) pumping rate during the aquifer test is insufficient to stress the aquifer system to the extent proposed at full project build-out and recommends that aquifer testing of all Crystal Geyser wells on the Cabin Bar Ranch and Elton Family Trust properties be performed.

It should be noted that the 170-gpm rate was for each well, and, at the operational pumping rate of 70 gpm at full project build-out, the stress on the aquifer system during the test was considered sufficient to allow the initial evaluation of project impacts on the local aquifer system. Aquifer testing of all Crystal Geyser wells is not considered necessary, because the evaluation focused upon the impact of pumping of the new wells intended to serve the proposed facility.

Mitigation measure HYDRO-2, set forth in its enhanced form in the Final EIR in **Section 3.0, Corrections and Additions to the Draft EIR**, allows for evaluation of the effects of pumping on an ongoing basis, through the proposed groundwater monitoring program. Further, because pumping demand for the project will be phased in over several years, evaluation of the pumping effects of the project wells can be performed as production gradually increases over time, and any possible adjustments to pumping rate schedules can be implemented as the project progresses.

Response No. 4

The commenter notes that the cumulative impact of pumping 360 AFY on Cabin Bar Ranch for the proposed project plus the 300 AFY currently pumped by Crystal Geyser on the Elton Family Trust to serve its existing Olancha water bottling facility, should be addressed more directly in the project's impact analysis.

Section 4.G, *Hydrogeology & Surface Hydrology* (page 4.G-27), and **Appendix** F, *Hydrogeology Evaluation* (pp. 58-59, under **Groundwater Underflow and Impact of Pumping**), of the Draft EIR both address cumulative water withdrawal impacts associated with the proposed project and ongoing pumping conducted on the Elton Lease Parcel south of Cabin Bar Ranch. As stated therein, the proposed project wells and existing wells CGR-2 and CGR-7 on the Elton Lease Parcel pump groundwater from the same shallow aquifer and "[c]onsequently, the total impact of the combined pumping of all wells was also calculated". The *Hydrogeologic Evaluation* estimated the total capacity of the shallow aquifer between 1,600 AFY and 1,850 AFY and concluded that the proposed project plus existing pumping by Crystal Geyser on the Elton Lease Parcel for its Olancha plant would withdraw between 38 and 43 percent of the total groundwater underflow in the project area. The analysis noted that pumping of wells CGR-2 and CGR-7 on the Elton Lease Parcel appeared to have little to no impacts on existing groundwater conditions (i.e., shallow aquifer level) and therefore the new wells would impose only their additional impacts on these conditions.

Nonetheless, the potential for unanticipated cumulative impacts is addressed in mitigation measure HYDRO-2, as set forth in enhanced form in the Final EIR **Section 3.0, Corrections & Additions to the Draft EIR**. As stated in this measure, the project applicant shall submit a Groundwater Monitoring, Mitigation, and Reporting Plan, to be prepared by a qualified hydrogeologist, for approval by the Inyo County Water Department. The plan will provide for monitoring of groundwater levels prior to project operation as well as during operations. The plan also addresses steps to be taken in the event that verifiable off-site well impacts attributable to the project are observed. Accordingly, impacts on groundwater and off-site well levels will be evaluated and addressed on an ongoing basis over a period of years during project phase-in.

Response No. 5

The commenter notes that it is unclear whether corrections to observed drawdowns were made on the basis of projected recovery from cessation of pumping from off-site wells prior to starting the drawdown portion of the aquifer test(s). The commenter cites as an example the hydrographs of CGR-8 and OW-7U, which he "clearly" show pre-test water levels continuing to recover in those two wells as a result of cessation of pumping at CGR-2 and CGR-4.

The observations during the pumping tests and the resulting interpretations, taken in their entirety during all three of the aquifer test periods, appear to generate reasonable values of aquifer transmissivity and storativity. Further, re-evaluation of aquifer parameters can be performed during review and analysis of data during implementation of mitigation measure HYDRO-2, as set forth in and contained in its revised form in Section 3.0, Corrections & Additions to the Draft EIR.

Response No. 6

The commenter notes that recovery data, which often provides better results, do not appear to have been used in the analysis of the aquifer tests.

As stated in Response No. 5, in many cases the recovery data could not be used, because of water level drawdown interference between existing Crystal Geyser wells and water levels in the three new wells.

Response No. 7

The commenter states that use of the single monitoring point, P-15, located east of the Spring Line Fault is insufficient to characterize "hydraulic connectivity [sic]" across the fault, and suggests that in order to adequately assess the potential for salt water intrusion from Owens Lake, additional piezometers should be established east of the fault and monitored during aquifer testing.

In the reports reviewed for this project and in the *Hydrogeologic Evaluation* provided in **Appendix F** of the Draft EIR, there is no mention of P-15 being used to determine "hydraulic connectivity" across the Spring Line Fault. The source of this assertion is not clear. Some of the reports cited in the *Hydrogeologic Evaluation* do, however, speak of a hydraulic connection between the shallow and deeper aquifer systems on the west side of the Spring Line Fault, and RCS, the project hydrogeologic consultant, generally concurs with those interpretations.

Response No. 8

The commenter states that conclusions drawn from water level drawdown at P-15 are suspect due to the discharge of test waters 500 feet northeast (downgradient) of P-15. The commenter notes that negligible drawdown observed during testing may result from the infiltration of test water, and recommends that discharge from testing be routed a sufficient distance downstream from monitored wells and piezometers.

If infiltration of test water did indeed occur, then the effect of that test water would be manifested at some point along the resulting graph of water levels, where water levels would appear to be rising between the start of testing and sometime after the end of the test. However, each of the hydrographs revealed that there is no indication of such a rise in water levels in P-15 during the aquifer tests. Thus, because of a lack of correspondence between the timing of rising water levels (not being present) and start of testing/discharge, it is unlikely that the discharged water did affect water levels. Further, the negligible drawdown may, in fact, be evidence that the Spring Line Fault is at least a partial barrier to groundwater flow. However, this can be further assessed during the groundwater monitoring program as described under mitigation measure HYDRO-2, as set forth in and contained in its revised form the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR.*

Response No. 9

The commenter states that, to adequately assess the potential for salt water intrusion, testing of longer duration and higher pumping rate is recommended. During the test, observations should be made to identify potential changes in water quality over time.

In order to "adequately" assess the potential for salt water intrusion, such testing would need to be performed for many months and possibly years. Salt water intrusion is a very slow process and the effects of such intrusion may not be noticed until long pumping periods have elapsed, even at considerably higher pumping rates. Given the very low likelihood that salt water intrusion could occur, the recommendation is not warranted.

Potentially significant impacts on water quality from saline water intrusion are not expected as a result of the project (refer to pages 4.G-25 and 4.G-26 of the Draft EIR). Monitoring of water quality data on an ongoing process is required by mitigation measure HYDRO-3, as set forth in its revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR.* As stated therein, groundwater will be sampled and analyzed for typical water quality constituents from the pumping wells and key groundwater monitoring wells (to be determined) on a regular basis (at least every three years). This is necessary to build a database

where key water quality parameters can be evaluated and checked for possible changes in concentration trends of particular constituents (such as sodium and chloride) that might be indicative of intrusion of brines from Owens Lake.

Response No. 10

The commenter notes that the potential for salt water intrusion to occur is another impact that appears to have been neglected in the analysis using the groundwater model is cited by the Commenter.

See Response No. 9. Modeling was performed only for water levels. There are currently insufficient data to establish water quality conditions over time in the wells, but this will be required by mitigation measure HYDRO-3, as set forth in and contained in its revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR.*

Response No. 11

The commenter notes that it is unclear from the Geosyntec report and supporting appendices how the Spring Line Fault was modeled, and states this has important implications for its value as a predictive tool for salt water intrusion.

On page 37 of the 2011 Geosyntec report, the role of the Spring Line Fault is characterized as follows: "The fault was modeled as a hydraulic flow barrier, which reduces the flow conductance through the model, beginning at the surface and extending through the domain vertically. The springs were modeled as drains which remove groundwater from between zero and two feet below the ground surface and discharge them from the domain (do not return to groundwater)."

Response No. 12

The commenter notes that the model results may not be a reliable predictor of groundwater conditions because it relies on results from aquifer pumping and recovery tests, which were not of sufficient duration or rate to adequately characterize the shallow unconfined aquifer setting.

The modeling conducted, principally by Geosyntec but also by RCS, the project hydrogeological consultant, is analytical and only serves to approximate the conditions of long-term pumping of the wells. For this reason, an ongoing groundwater monitoring program prior to and during project operation is required under mitigation measures HYDRO-2 and HYDRO-3, as set forth in its revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR.* Through implementation of these mitigation measures, during operation of the wells, an ongoing process of data collection and evaluation will be performed to help determine actual impacts of the pumping during each of the phases of the forthcoming pumping program, whereby changes in the pumping program, if necessary, can be implemented.

Response No. 13

The commenter asks what the criteria are for defining a potential impact, with respect to how the monitoring and mitigation measures are to be implemented.

With respect to groundwater levels, mitigation measure HYDRO-2, as set forth in its revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR*, states that a Groundwater Mitigation, Monitoring, and Reporting Program will be developed for review and approval by the Inyo County Water Department prior to operation of the three project wells. As further stated in this mitigation measure, among other things, this Program is required to define triggers for determining potentially significant impacts on off-site wells. The mitigation measure also requires evaluation of the Program two years following each phase of project buildout to determine what changes, if any are warranted.

With respect to groundwater quality, mitigation measure HYDRO-3 requires groundwater quality to be evaluated during project operation, and defines physical constituents to be analyzed to gauge whether brackish groundwater intrusion is occurring. This mitigation measure defines actions to be taken in the event that verifiable data demonstrating impacts to water quality are found to be attributable to the project.

Response No. 14

The commenter asks what are the timelines for action and reaction, with respect to how the monitoring and mitigation measures are to be implemented.

See Response No. 13. As stated therein, mitigation measure HYDRO-2 requires the approval of a Groundwater Mitigation, Monitoring, and Reporting Program by the Inyo County Water Department prior to the commencement project operation. The mitigation measure clearly identifies the timing for submittal and approval of the Program; the timing of its implementation with respect to the project (i.e., pre-operation and during operation); the required intervals for monitoring and submittal of associated reports to the Inyo County Water Department; and the duration of the program. Additional details will be provided in the Program at the time it is developed, and will be available for public inspection

Likewise, mitigation measure HYDRO-3, which requires monitoring of groundwater quality, defines the timing and frequency of monitoring activities, and acknowledges the potential need for short- or long-term reductions in pumping, depending on the findings of the monitoring program.

Response No. 15

The commenter recommends establishing a baseline data of "reasonable record" to capture the effects of long term seasonal fluctuations of water levels and water quality over drought and average climate conditions.

The hydrogeologic analysis in the EIR is based on conditions observed over a period of time that includes dry and wet conditions, thus taking into account seasonal fluctuations, droughts, and average climate conditions. Mitigation measures HYDRO-2 and HYDRO-3, as set forth in their revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR*, already require the establishment of such baseline data as part of future monitoring of groundwater levels and quality.

Response No. 16

The commenter suggests that the monitoring program during project operation be continued "at sufficient frequencies and over sufficient duration" to capture the effects of long-term seasonal fluctuations of water levels (both static and pumping levels) and water quality under drought and average conditions.

Mitigation measures HYDRO-2 and HYDRO-3, as set forth in their revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR*, already define the duration and intervals of future monitoring of groundwater levels and quality.

Response No. 17

The commenter states that pressure transducers should be installed in the pumping wells CGR-8, CGR-9, and CGR-10, and notes that sufficient memory is available in current models to measure water levels as frequently as one measurement per minute, which provides a concise record of water level changes in response to pumping. Interferences among production wells are readily visible in hydrographs with measurements at this frequency. The commenter further notes that specific capacity in pumping wells should be recorded and evaluated regularly, since this parameter allows for early warning of potential maintenance issues with the production wells

The use of transducers and the frequency of their data collection are not defined at this time because the groundwater monitoring program has not yet been prepared; its preparation is required by mitigation measure HYDRO-2, as set forth in its revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR*. Moreover, any maintenance issues with Crystal Geyser Roxane's own production wells, such as plugging of well screen perforations and associated need for cleaning, would only affect the ability of that well to pump groundwater efficiently. Such issues would have no bearing or impact on off-site wells. However, because transducers are very useful for measuring and recording water levels on a continuous and long-term basis, they will be integral to any future evaluation and interpretations and will be considered as essential equipment for the groundwater monitoring program.

Response No. 18

The commenter states that sensitivity to the potential impacts of global climate change on the project should be considered in evaluating data. In particular, plots of rainfall versus water levels and spring flows should be standard elements of an annual monitoring report.

The precise impact of "global climate change" is too speculative to consider with respect to the project. Change of this type, should it occur, will be gradual and adaptive and would tend to occur over decades and centuries; it has no immediate bearing on the project. Instead, monitoring of water levels and springs flows over several seasons and years and comparing those data to rainfall trends is warranted, and these actions will be applied during implementation of mitigation measure HYDRO-2 as set forth in and contained in its revised form in **Section 3.0**, *Corrections & Additions to the Draft EIR*.

Response No. 19

The commenter states that water quality monitoring of the analytical suite proposed in mitigation measure HYDRO-3 should be conducted annually, not every three years. Monthly measurements of field parameters such as specific conductance, temperature, and pH should be made in production wells and plotted to provide an indicator of potential changes to the ground water chemistry. Thresholds should be established to trigger a more comprehensive water quality monitoring event in advance of an annual sampling should changes be detected. The annual monitoring report should include Stiff diagrams in addition to plotting the concentration of constituents with respect to time.

Sampling and analysis every three years is considered sufficient, since any possible changes in water quality would likely occur gradually and over long periods before a significant impact occurred. If, at the end of the initial three-year period, a significant impact in the water quality compared to baseline data is observed (e.g., increased concentrations of sodium or chloride ions), then changing the sampling frequency would be warranted and can be incorporated into future monitoring. Further, monthly measurement of field parameters, establishment of trigger thresholds and annual monitoring reports which include Stiff water quality diagrams, can be considered for the monitoring plan detailing the methodology as allowed for in mitigation measure HYDRO-3.

Response No. 20

The commenter suggests that a proposed water level and water quality monitoring plan that considers the above should be prepared and input solicited from interested parties. The plan should identify any and all wells proposed for monitoring, including nearby wells operated by others on adjacent property, what parameters will be monitored in each well, and what will be included in the annual report. Appropriate agreements for sharing data with the Elton family and other impacted neighbors should be in place.

Mitigation measures HYDRO-2 and HYDRO-3, as contained in their revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR*, respectively set forth the requirements for preparation of a comprehensive Mitigation, Monitoring, and Reporting Program and for the evaluation of potential project

impacts on groundwater quality. For both measures, Crystal Geyser Roxane is required to use an independent and experienced groundwater professional to prepare a monitoring program for review and approval by the Inyo County Water Department. Both measures address the actions to be taken in the event that verifiable data are provided demonstrating project impacts on off-site well groundwater levels or groundwater quality. Reports submitted to the County will be available for public inspection

Response No. 21

In their concluding remarks, the commenter states that the contents of the comment letter request the information necessary to assess potential project impacts on off-site property owners and Crystal Geyser Roxane's proposed approach to addressing such impacts.

The contents of the letter are addressed individually in Response Nos. 1 through 20.

Taber Consultants on behalf of Cartago Mutual Water Company
Thomas Ballard, Principal, Senior Hydrogeologist
3911 West Capitol Ave
West Sacramento
December 24, 2012

Response No. 1

The commenter requests that the Board of Supervisors request that Crystal Geyser Roxane "provide verifiable pumping rates, drawdown data and other hydrogeologic data to determine the impacts of the additional proposed pumping by Crystal Geyser on CMWC, an independent third party should be contracted to verify data from flow meters, pressure transducers/dataloggers installed in the monitoring wells/piezometers and drawdown data from CMWC wells." The commenter further recommends that this independent third-party report concurrently to both Inyo County Environmental Health Department [sic; no other agency is named, although it is assumed the commenter means to refer to the Inyo County Water Department].

This is acknowledged in the *Hydrogeologic Evaluation* provided in **Appendix F** of the Draft EIR, on pg. 62, wherein the project hydrogeologist RCS recommends an ongoing process of review, evaluation, and interpretation of groundwater data at the site by a qualified groundwater professional. Accordingly, mitigation measure HYDRO-2, as set forth in its revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR*, states that "Water level monitoring shall be conducted and reported at monthly intervals for the first two years of project operation following each phase of project buildout. Data shall be collected and analyzed by a qualified specialist to be retained by the applicant and approved by the Inyo County Water Department. Monitoring reports shall be prepared by the applicant's approved specialist and submitted to the Inyo County Water Department within 20 days of data collection. After the first two-year operational and monitoring period following each phase of project buildout, the applicant's approved specialist shall evaluate the data. If appropriate, the applicant's approved specialist shall recommend whether the monitoring program shall be revised or eliminated, based on observed groundwater level changes as compared with predicted modeling, and on the consistency of the data collected. The final determination of whether the monitoring program is to be revised or eliminated shall be made by the Inyo County Water Department."

The required "qualified specialist" would represent a third-party reviewer, and would need to be approved by the Inyo County Water Department.

Response No. 2

This comment is a verbatim repeat of comment No. 1; please see Response No. 1.

Response No. 3

The commenter requests "Further evaluation of pumping on water quality with respect to poor quality water from Owens Lake sediments and the extent to which the Spring Line fault provides a significant hydrologic barrier to groundwater flow or a sufficient monitoring plan to detect any intrusion of poor quality water from Owens Lake Bed as a result of pumping operations".

Potentially significant impacts on water quality from saline water intrusion are not expected as a result of the project (refer to pages 4.G-25 and 4.G-26 of the draft EIR). At this time, no precise evaluation of the

water quality can be performed because of the paucity of such data for any of the wells (or springs) on the property. Further, there are no available water quality data for groundwater on the east side of the Spring Line Fault. Thus, monitoring of the water quality data is required by mitigation measure HYDRO-3 as set forth its revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR.* As stated therein, this measure requires the development of a plan for the sampling, analysis, and evaluation of data from pumping wells and key groundwater monitoring wells on a regular basis (at least every three years). This is necessary to build a database where key water quality parameters can be evaluated and checked for possible changes in concentration trends in order to determine if intrusion of brackish water or brines from the Owens Lake bed might be occurring. Further, proposed pumping for the project is to be conducted in a phased approach over a number of years. This phasing corresponds to the planned construction of four proposed bottling lines; a volume of approximately 180 acre feet per year is to be pumped for each pair of bottling lines, and this volume will eventually reach the full scheduled amount of 360 acre-feet per year at build-out of all four bottling lines.

Response No. 4

The commenter requests that "Water quality data should also be collected from CMWC wells on a routine basis outside of the normal Title 22 sampling which remains the responsibility of CMWC."

Monitoring the results of laboratory testing of groundwater samples currently collected by CMWC on a routine basis (such sampling is required to be performed every three years by the State Department of Public Health) is deemed to be adequate at this time. Any potential intrusion of "poor quality water" from Owens Lake would likely occur gradually and over long periods before any possible significant impact is observed (i.e., rendering groundwater water not potable). Mitigation measure HYDRO-3, as set forth in its revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR*, is intended to identify changes in groundwater quality and provides for corrective action in the event that verifiable data demonstrates impacts attributable to the project. Moreover, the proposed project pumping is to occur in a phased approach over a number of years, which further renders more frequent sampling unnecessary. The Planning Commission recommended that monitoring off-site wells be required for the project as well.

Response No. 5

The commenter requests "Well interference analysis taking into account dry season/low recharge hydrogeologic conditions using the maximum pumping rates proposed by Crystal Geyser."

With respect to well interference analysis (i.e., mutual water level drawdown interference between nearby pumping wells) using dry season/low recharge hydrologic conditions, this has already been performed. Specifically, Geosyntec performed aquifer testing of an onsite well in September and November 2010, as summarized in the 20011 Geosyntec report cited in the *Hydrogeologic Evaluation* provided in **Appendix F** to the Draft EIR; during these months water levels are typically at their annual low depths.

Nonetheless, mitigation measure HYDRO-3, set forth in its revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR*, does state that the project applicant will be required to conduct monitoring of static water levels on a long-term basis, beginning prior to construction and continuing through the life of the project, and implement specific required actions in response to any significant impacts on offsite wells induced by project pumping.

Response No. 6

The commenter requests "Provisions for backup water supply for CMWC in case pumping by Crystal Geyser does create well interference to the degree that it affects CMWC's ability to meet customer needs."

As was discussed in the *Hydrogeologic Evaluation* provided in **Appendix F** to the Draft EIR, such a scenario is considered highly unlikely because theoretical drawdown analyses in CMW-1 and CMW-2 wells was predicted to be minimal (0.80 feet maximum after 360 days of continuous pumping of each project well while each well was pumping at its maximum production rate). Further, as noted in that report, the project wells are perforated solely in the shallow aquifer zone, whereas the CMWC wells appear to be perforated solely in the underlying, deeper aquifer system and, as such, it is not likely that the CMWC wells will be affected by project pumping to the point of impairing their ability to meet customer's needs.

Nonetheless, mitigation measure HYDRO-2, which is presented in its revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR*, states (under Off-Site Impacts) that CMWC could be provided "direct provision of water from Crystal Geyser to the affected well owner(s) in the event that verifiable evidence is presented to the County demonstrating impacts attributable to the project.

Response No. 7

The commenter requests that proper permitting be provided "as required, through the WDR program for current and proposed operations of the water bottling plant".

Surface water quality impacts are discussed in the Draft EIR in **Section 4.F**, *Hydrogeology & Surface Hydrology*. The project applicant will be required to apply for, and obtain, Issuance of Waste Discharge Requirements (WDR's) through the Lahontan Regional Water Quality Control Board (RWQCB) prior to initiation of project construction. Since the project proposes permanent impacts to U.S. Army Corps of Engineers (USACE) jurisdictional "waters of the U.S." associated with the crossing of Cartago Creek for an access road, the project must obtain a permit from the USACE pursuant to Section 404 of the federal Clean Water Act (CWA). Issuance of all Section 404 permits is contingent upon issuance of a CWA Section 401 Water Quality Certification (WQC) from the Regional Water Quality Control Board (RWQCB). Therefore, the project will obtain WDR's as part of a technically-conditioned Section 401 WQC from the Lahontan RWQCB. The Section 401 WQC approval process requires evaluation of all proposed discharges to surface waters and/or groundwater associated with the project to ensure that no adverse effects to "waters of the State" and/or "beneficial uses" occur as regulated by the Lahontan RWQCB pursuant to the Lahontan Basin Plan (1995).

In response to comments provided on the Draft EIR, the list of required project approvals and permits contained in the Draft EIR in **Section 2.0**, *Project Description*, was amended in the Final EIR to include Waste Discharge Requirements (WDRs) and Report of Waste Discharge (ROWD) (see page 3-14 of the Final EIR).

Response No. 8

The commenter state that more detailed information on these points is provided in two letters submitted to the Planning Commission on September 25, 2012 and December 4, 2012. The September 25th letter was a formal comment letter on the Draft EIR, and, together with detailed responses to comments raised, is contained in the Final EIR. Responses to the comments raised in the December 4th letter have been prepared and are provided, together with that letter, as part of the overall response to this December 24th letter.

Law Office of Donald B. Mooney, Attorney for Sierra Club/Owens Valley Committee
129 C Street, Suite 2
Davis, CA
December 28, 2012

Response No. 1

The first comment notes that this letter represents an appeal of the Planning Commission's December 13, 2012 approval of the proposed project and summarizes the project, based on the project description provided in the Draft EIR.

Response No. 2

The commenter affirms that the letter represents and appeal of the Planning Commission's recommended approval of the project, and further states that "The study area for biological resources does not contain essential project areas of potential impact...The biological studies, including the new plant surveys reported in the FEIR, were all confined to the narrowly defined project study area that only contains the project footprint that will have direct surface disturbances (access roads, plant site, leach field, etc.) (see Figure 4.C-1) and does not include large wetland and spring areas that will not have direct surface disturbances but will be affected by groundwater pumping lowering water tables and reducing spring flows as revealed in the hydrogeologic evaluation." However, the study area assessed by PCR for biological resources as part of the Draft EIR includes over six acres of wetlands directly east of the proposed bottling facility that is not part of the project footprint.

The suggestion by the commenter that wetland areas "will be affected" by groundwater pumping is unsubstantiated given the challenges in predicting a link between proposed groundwater pumping and effects on nearby wetland areas. Thus, the hydrogeologic evaluation presented in the Draft EIR did not attempt to model the effects of groundwater pumping on wetland vegetation as such predictions cannot be accurately determined through modeling. This is acknowledged in Mitigation Measure BIO-4 of the Draft EIR which states that "...determining the amounts, by source, of supporting water and its relationship to the presence of riparian and wetland plant species, would require several years of data and installation of additional gauges, where the data ultimately collected could be difficult to interpret given seasonal variations and other factors. Therefore, the potential for impacts associated with the proposed project increase in extracting groundwater cannot be accurately determined based on available information. Due to this uncertainty, a Riparian and Wetland Monitoring and Adaptive Management Program (RWMAMP) for vegetation associated with jurisdictional areas, is proposed as mitigation." The hydrogeologic evaluation did, however, model the effects of groundwater pumping on on-site and off-site springs.

It should be noted that the RWMAMP is intended to ensure compliance with the U.S. Army Corps of Engineers (USACE) "no net loss of wetlands" policy. Moreover, both the extent of the jurisdictional delineation and the parameters of the RWMAMP required to address groundwater pumping affects to wetlands, if any, are subject to review and approval by the resource agencies including the USACE, U.S. Fish and Wildlife Service (USFWS), Lahontan Regional Water Quality Control Board (RWQCB), and the California Department of Fish and Wildlife (CDFW) as part of the forthcoming regulatory permit process for the proposed project.

The commenter states that "The meadows, marshes, and spring habitats that lie to the south and east of the study area as shown in Figure 4.C-1 contain potential habitat for several sensitive plant and animal species. For example, some of the springs have potential habitat for the listed tui chub." Although the Draft EIR

acknowledged the potential for sensitive plants and wildlife such as the Owens Valley checkerbloom, Parish's popcorn-flower, Wong's springsnail, Owens pupfish, and Owens tui chub, comments on the Draft EIR from the California Department of Fish and Game dated October 8, 2012 (now known as the California Department of Fish and Wildlife or CDFW) did not concur that additional plant surveys are needed and stated that sensitive fish species "do not occur on the project site and therefore will not be impacted by the Project". Moreover, comments on the Draft EIR from USFWS dated November 2, 2012 did not express concerns about impacts to federally-listed fish species. Therefore, the commenter's claim that some of the springs have potential habitat for the listed tui chub are unsubstantiated based on comments from the resource agencies.

Response No. 3

The commenter states that "Wildlife field surveys for the DEIR were conducted for only one day in February 2012 at a time when many potential sensitive animal species are not observable. This does not provide the information required in an EIR." The commenter suggests that protocol surveys for those species that could occur within the study area should have been performed to conclusively determine the presence or absence of such species. However, the level of analysis required for a biological assessment pursuant to the California Environmental Quality Act (CEQA) requires a determination of suitable habitat for sensitive species but does not necessarily warrant protocol surveys. If suitable habitat for sensitive species occurs within the project study area and protocol surveys have not been completed for those species, a presumption that those sensitive species are present, together with adequate mitigation to reduce potential impacts to those species to a less than significant level, is required under CEQA. The Draft EIR for the project presumed the presence of sensitive species and included appropriate mitigation measures for impacts to those species, Subsequent comments on the Draft EIR from resource agencies, including USFWS and CDFW, contained their opinions regarding the potential for presence or absence of sensitive species, and the Final EIR reflects that input in **Section 3.0**, *Corrections and Additions to the Draft EIR.*

Therefore, the project does provide the information required in an EIR, as documented in **Section 4.C**, *Biological Resources,* of the Draft EIR which states that, "This document also addresses potential project-related impacts associated with the proposed project as well as recommendations regarding measures to alleviate any resulting significant impacts. This documentation is consistent with accepted scientific, technical, and professional standards pursuant to the California Environmental Quality Act (CEQA)....While general biological resources are discussed in a comprehensive manner, the focus of this assessment is on those resources considered to be sensitive. The submittal of this report is intended to satisfy the biological resource needs of the CEQA process." It should be noted that the resource agencies including the USACE, USFWS, Lahontan RWQCB, and CDFW may require protocol surveys for sensitive species in the future as part of regulatory permitting for the project.

The scope and timing of sensitive species surveys was addressed in detail in the Final EIR, in Topical Response No. 1, Biological Resources. The response to Letter No. 9 in the Final EIR, submitted by the California Native Plant Society, Bristlecone Chapter, and in particular the response to Comment 9-2, also addresses this subject in detail.

Response No. 4

In this comment, the commenter is restating the concerns from comment No. 1 with regards to the jurisdictional delineation being limited to the project footprint and not including areas that could be indirectly affected by groundwater pumping, which is addressed in Response No. 1.

The commenter goes on to state that the EIR does not include a map showing the monitoring locations for the RWMAMP and therefore does not indicate if the springs outside of the study area will be monitored as part of the RWMAMP. The commenter also states that "The RWMAMP lacks sufficient detail to determine if it will address any areas outside of the study area and if it will provide the mitigation value it purports to. As described in mitigation measure BIO-4, within the bullet entitled Monitoring Stations and Monitoring Regime on page 4.C-46 of Section 4.C, Biological Resources, of the Draft EIR, the RWMAMP will monitor the effects of the project on groundwater-dependent ecosystems at three locations: 1) Cartago Creek upstream from the project area; 2) two locations where natural springs exist; and 3) a location removed from the proposed project area. These locations are intended to allow evaluation of indirect effects to jurisdictional resources within and beyond the project area, if any. As indicated in Mitigation Measure BIO-4 of the Draft EIR, the details of the RWMAMP provided in the Draft EIR are only guidelines for the subsequent preparation of the actual RWMAMP based on PCR's experience with implementation of a similar monitoring plan that was accepted by the resource agencies for a similar effort in the Inyo County area. The guidelines provided in the Draft EIR are intended to ensure that adverse indirect effects to jurisdictional resources from groundwater pumping can be adequately addressed following implementation of the project to ensure potential indirect effects are mitigated to a less than significant level under CEQA. The RWMAMP guidance provided in the Draft EIR are conceptual in that they provide methodologies and the approximate locations of monitoring stations. However, development and implementation of the final RWMAMP will be undertaken in conjunction with the various resource agencies who are tasked with ensuring that any and all impacts to jurisdictional resources from the project are adequately mitigated.

It should also be noted that the resource agencies generally regulate the physical extent of jurisdictional resources that exist on the ground such as streambeds, wetlands, and associated vegetation, and may not specifically regulate features such as the off-site springs. However, the Lahontan RWQCB does regulate groundwater as "waters of the State" under the Porter-Cologne Water Quality Act and it is anticipated that they will require adequate monitoring to ensure that any reduction in spring flow from groundwater capable of causing adverse effects to jurisdictional resources such as wetlands are adequately addressed. In addition, any adverse effects from groundwater pumping will be indirectly regulated by the USACE, USFWS, and/or CDFW through the regulatory permitting process; the precise details of which will be developed during the processing of regulatory permit applications for the proposed project.

With respect to the comment concerning the responsibilities of the Inyo County Water Department, the conditions of approval require that the applicant reimburse the Water Department, as well as other County departments, for implementing the Mitigation, Monitoring and Reporting Program. At this time, it is expected that existing Water Department staff can oversee implementation of the program, since its primary responsibility will be reviewing information presented by the applicant. However, in the unlikely event that additional resources are needed, the applicant will be required to offset the additional costs, including potentially offsetting costs of temporary staff or consultant assistance.

Response No. 5

The commenter states that mitigation measures BIO-1 of the FEIR "are not clearly defined, have several options, some of which are speculative at best and are not supported by substantial evidence as adequate mitigation, and it is not clear who will be making the decisions of which of the mitigation options will be used." The measures provided in BIO-1 of the FEIR are intended to convey all feasible mitigation options capable of reducing impacts to a less than significant level under CEQA and addressing forthcoming regulatory permit requirements, the extent of which will be determined following approval of the project and during regulatory permitting, respectively.

The commenter also states that the mitigation measures for potentially significant impacts to sensitive species of the FEIR "do not provide substantial evidence to support the viability of the mitigation measures." All of the mitigation measures recommended in the FEIR are currently considered viable, with the possible exception of payment into a resource agency approved off-site mitigation bank. However, it is feasible that a viable off-site mitigation bank could be established during entitlement of the project. Therefore, the inclusion of payment to an off-site mitigation bank as a feasible option for mitigation provides for the possibility of such mitigation should it become available. It should also be noted that indirect impacts from groundwater pumping may be identified following construction of the bottling facility and pumping activities allowing for payment to an off-site mitigation bank at that time should such an opportunity become available.

The commenter states that the use of "problematic" language such as "impacts 'shall be avoided to the maximum extent practicable' without any definition of what might be practicable'; that the mitigation 'shall include one or more of the following measures at mitigation-to-impact ratio of no less than 1:1 which would reduce impacts to less than significant.'" As a general requirement under CEQA and federal/State regulatory permitting, there is a presumption that the preferred project alternative or Least Environmentally Damaging Practicable Alternative (LEDPA) has avoided and minimized impacts to sensitive resources to the greatest extent feasible. This presumption holds true for the proposed project and the reiteration of this principle in the FEIR mitigation sections serves as a reminder that the project proponent will first and foremost always seek opportunities to avoid and minimize impacts to sensitive resources where feasible. Describing that mitigation will be implemented at "no less than a 1:1 mitigation ratio" simply suggests that impacts will be off-set to ensure no net loss of resources, the minimum of which is a 1:1 ratio and is subject to negotiation with the regulatory permitting agencies. The statement that the CDFG comment letter did not agree that a 1:1 mitigation-to-impacts ratio would reduce impacts to less than significant is acknowledged by Response 5-7 of the FEIR which states, "...the Draft EIR does provide for a mitigation-to-impact ratio of no less than 1:1 for impacts to the habitat of six riparian-dwelling bird species of special concern. The disagreement expressed by the comment that a 1:1 ratio, stating that this will not mitigate impacts to a less than significant level, is acknowledged and noted. It should be noted, however, that disagreement among professionals is acceptable under CEQA. Should the California Department of Fish and Game wish to modify this ratio, it has the regulatory power to do so as part of post-CEQA permitting process under Section 1602 of the State Fish and Game Code."

Response No. 6

The commenter notes that the County "failed to recirculate the Draft EIR" when it added "significant" new information in the Final EIR that changed several of the mitigation measures.

Section 15088.5 of the *CEQA Guidelines* requires the recirculation of an EIR when "significant new information is added to the EIR after public is given notice of the availability of the Draft EIR for public review...but before certification." Under the CEQA Guidelines, new information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. In accordance with the *CEQA Guidelines*, recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR. "Significant new information" requiring recirculation includes, for example, a disclosure showing:

(1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented;

(2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance;

(3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project's proponents decline to adopt it;

(4) The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. (Mountain Lion Coalition v. Fish and Game Com. (1989) 214 Cal.App.3d 1043)

Changes and additions to the analysis of potential impacts to biological resources in the Final EIR are the result of public and agency comments received on the Draft EIR and/or new information that became available after publication of the Draft EIR, and do not constitute significant new information under CEQA.

The commenter asserts that new sensitive plant surveys were presented in the Final EIR, and that these surveys were used in combination with information provided by commenting agencies to make substantial changes to mitigation measures for potential impacts to biological resources. Garcia & Associates performed the focused plant surveys to which the commenter refers in October 2012 to address the concerns raised and additional information provided on the Draft EIR and to verify the findings of previous site surveys. As discussed in the Final EIR, the October 2012 focused plant survey confirmed that no threatened, endangered or sensitive plant species were observed within the project area, and the project area does not provide critical habitat for any Federally- or State-listed threatened or endangered plant species. Thus, the conclusions reached in the Draft EIR remain unchanged in this regard and no "significant new information" resulted from these additional surveys. Please refer to Topical Response No. 1, Biological Resources, in the Final EIR for a further discussion of this topic.

With respect to mitigation measures presented in the Final EIR, the commenter is correct in that changes to mitigation measures were implemented in response to comments received during the public comment period; however, these changes do not constitute "significant new information" under CEQA, nor would they result in a substantial adverse effect.

The core change to these mitigation measures is that the presence of the yellow-breasted chat, yellow warbler, least Bell's vireo, Southwestern willow flycatcher, Western yellow-billed cuckoo, and the pallid and spotted bats are now assumed present on the site, whereas the Draft EIR previously required surveys to determine the presence of these species. For instance, mitigation measure BIO-1 was only slightly modified to assume the presence of yellow-breasted chat and the yellow warbler. The assumed presence of these species in the mitigation measures would not result in a new substantial adverse effect because the requirements of the mitigation measures remain unchanged with the exception that surveys are no longer required to confirm the presence of these species.

CDFG further indicated the potential for the southwestern flycatcher and the Western yellow-billed cuckoo to be on the project site. In response to this new information, new mitigation measures were added to the Final EIR for these two species. However, because these two species rely on the same on-site riparian woodland habitat for nesting and foraging as the yellow-breasted chat and yellow warbler, the new mitigation requirements for the southwestern flycatcher and the Western yellow-billed cuckoo are identical to the requirements of the existing mitigation measure BIO-1.

Similarly, CDFG indicated the potential for pallid and spotted bats to inhabit the project vicinity. In response to this concern, mitigation measure BIO-1 was revised to reduce potential impacts to Pallid and Spotted bats to less than significant levels should they be present. The mitigation measure would occur on the project site and serve to reduce impacts to these species. In this manner, the new mitigation would not increase in the severity of an environmental impact from the project or a mitigation measure. Lastly, minor revisions have been made to the mitigation measure for the Swainson's hawk to extend the nesting season based on comments received on the Draft EIR; this revision qualifies as an insignificant modification to the EIR.

The Final EIR did not result in any changes that result in any new or changed conclusions to the Draft EIR analyses or increased significant environmental impacts that would result from the proposed project. Therefore, the Final EIR did not add significant new information in accordance with Section 15088.5 of the *CEQA Guidelines* and recirculation of the Draft EIR was not required.

Response No. 7

The commenter notes that the "FEIR's hydrological impact did not take into account pumping through multiple dry years and therefore underestimates the Project's potential impacts."

The hydrogeologic analysis in the Draft EIR is based on conditions observed over a period of time that includes dry and wet conditions, thus taking into account multiple dry-year scenarios. Seasonal dry periods are unpredictable, especially over multiple years. The project impacts in this regard will need to be evaluated on an ongoing basis through the recommended groundwater monitoring plan, and any possible adjustments to the proposed pumping program would be made based on trends in water levels, as provided for in mitigation measure HYDRO-2, which is set forth in its revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR.*

Response No. 8

The commenter states that the hydrological analysis failed to address potential impacts to off-site wells and springs, specifically springs on the Elton Lease Parcel just south of Cabin Bar Ranch.

The commenter does not state which springs are being referred to. However, off-site Elton Lease Parcel springs ES-1 and ES-3A were discussed on page 52 of the *Hydrogeologic Evaluation* provided in **Appendix F** of the Draft EIR. Further, Geosyntec evaluated the impact of pumping on these springs based on the results of the 72-hour aquifer testing, and found that these two springs displayed a net increase in flow. However, mitigation measures HYDRO-2, which is set forth in its revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR*, does provide for future monitoring of the springs (under Off-Site Impacts).

Response No. 9

The commenter expresses concerns regarding the lack of criteria for inclusion of off-site wells in the monitoring program and the articulation of a plan before the project is approved, in order to adequately protect the adjacent landowners' wells and their "water rights."

The monitoring of off-site wells is addressed in mitigation measure HYDRO-2, which requires the development for Inyo County Water Department review and approval of a Mitigation, Monitoring, and Reporting Program. This mitigation measure is set forth in its revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR.* It is not feasible at this time to develop a set of criteria for the inclusion of off-site wells in the program required by this mitigation measure, because acceptance of any

well into the monitoring program would be based on site-specific conditions that are highly variable and will become apparent only during a visit to a specific off-site well; this is discussed in the Final EIR in Topical Response No. 2, Hydrogeology (under Project Impacts on Off-site Wells) and in mitigation measure HYDRO-2 (under Off-Site Impacts). Furthermore, the applicant has reached an agreement in principal with Cartago Mutual Water Company to monitor their wells, and the parties are finalizing the details of such monitoring program. There does not appear to be a need for the applicant to monitor its own wells on the Elton Property, since it is reasonable to presume the applicant will preserve its own interests on that property. Further formulation of a groundwater monitoring plan prior to the development of the planned Mitigation, Monitoring, and Reporting Program would be premature.

Response No. 10

The commenter states that the "FEIR fails to evaluate pumping on water quality with respect to poor quality water from Owens Lake sediments and the extent to which the Spring Line fault provides a significant hydrologic barrier to groundwater flow."

Potentially significant impacts on water quality from saline water intrusion are not expected as a result of the project (refer to pages 4.G-25 and 4.G-26 of the Draft EIR). At the present time, no precise evaluation of the water quality under pumping conditions can be performed because of the paucity of water quality data for any of the wells (or springs) on or off the property. Further, there are no available water quality data for groundwater on the east side of the Spring Line Fault. Thus, monitoring of water quality data is required by mitigation measure HYDRO-3, as set forth in its revised form in the Final EIR in **Section 3.0**, *Corrections & Additions to the Draft EIR*. This measure requires groundwater sampling and analysis for typical water quality constituents from the pumping wells and key groundwater monitoring wells (to be established in the formulation of the groundwater management plan) on a regular basis (at least every three years). This is necessary to build a database where key water quality parameters can be evaluated and checked for possible changes in concentration trends over time.

With regard to the Spring Line Fault providing "a significant hydrologic barrier to groundwater flow", this fault is at least a partial barrier to groundwater flow (as evidenced by the presence of the springs), and ongoing monitoring of groundwater conditions as set forth in mitigation measure HYDRO-3 will help determine this. The resulting water quality data will be evaluated in order to help determine if the fault is a barrier to groundwater flow. Furthermore, the applicant intends to monitor the Cartago Mutual Water Company wells for any water quality impacts, although very unlikely, resulting from brackish water or brine being drawn across the fault.

Response No. 11

The commenter states that the FEIR fails to address water quality issues and does not discuss whether water will be filtered before it is bottled, as is done at the existing Olancha water bottling plant. The commenter further notes that the omission of this information is important since, depending on the nature of the filtrate used, associated discharge wastewater could contain arsenic or other toxic chemicals.

In the Final EIR, response to Comment No. 7-6 states that, "The construction and post construction hydrology design will be subjected to review during the Section 401 Water Quality Certification approval process which is anticipated to address any potential affects to beneficial uses including treatment of pollutants, groundwater degradation, hydrologic modification, and/or watershed-level effects to the satisfaction of the Lahontan Water Board. Therefore, no significant impacts to water quality as defined by Section 401 of the CWA or significant impacts to beneficial uses for 'waters of the State' as set forth in the Water Quality Control Plan for the Lahontan Region are anticipated by the proposed project."

Section 4.G of the Draft EIR, within subsection 2g(ii), states that "...the stormwater detention basin would be designed to facilitate the existing stormwater flow patterns across the project site, with stormwater collected from the area west of the basin and conveyed downslope (east) towards Owens Dry Lake. The detention basin would also receive a small amount of rinsewater from filter cleaning operations associated with the bottling facility. The basin would also be designed in accordance with the applicable water quality regulations of the LRWQCB....Operation of the proposed stormwater detention basin would also require a permit from the LRWQCB, would require compliance with Inyo County standards, and would be approved by the Inyo County Public Works (Building and Safety) Department. Based on the above, operational impacts to hydrology (water quality and waste discharge) would be less than significant."

Based on the foregoing, the Final EIR adequately addresses water quality issues and clearly states that rinsewater from filter cleaning operations will be addressed in accordance with municipal, County, and regional water quality requirements. Moreover, Crystal Geyser Roxane has no reason to use arsenic and has indicated that no arsenic byproduct is expected.

Response No. 12

Surface water quality impacts are discussed in the Draft EIR in **Section 4.F**, *Hydrogeology & Surface Hydrology*. The project applicant will be required to apply for, and obtain, Issuance of Waste Discharge Requirements (WDR's) through the Lahontan Regional Water Quality Control Board (RWQCB) prior to initiation of project construction. Since the project proposes permanent impacts to U.S. Army Corps of Engineers (USACE) jurisdictional "waters of the U.S." associated with the crossing of Cartago Creek for an access road, the project must obtain a permit from the USACE pursuant to Section 404 of the federal Clean Water Act (CWA). Issuance of all Section 404 permits is contingent upon issuance of a CWA Section 401 Water Quality Certification (WQC) from the Regional Water Quality Control Board (RWQCB). Therefore, the project will obtain WDR's as part of a technically-conditioned Section 401 WQC from the Lahontan RWQCB. The Section 401 WQC approval process requires evaluation of all proposed discharges to surface waters and/or groundwater associated with the project to ensure that no adverse effects to "waters of the State" and/or "beneficial uses" occur as regulated by the Lahontan RWQCB pursuant to the Lahontan Basin Plan (1995).

The Lahontan Regional Water Quality Control Board submitted a comment letter on the Draft EIR, and this letter is contained within the Final EIR together with responses to each comment provided. The response to Comment No. 7-6 provides a detailed overview of the design and regulatory permitting requirements with which the planned stormwater detention basin must comply. Furthermore, in response to comments provided on the Draft EIR, the list of required project approvals and permits contained in the Draft EIR in **Section 2.0**, *Project Description*, was amended in the Final EIR to include Waste Discharge Requirements (WDRs) and Report of Waste Discharge (ROWD) (see page 3-14 of the Final EIR).

Response No. 13

The commenter does not specify which findings are not supported by substantial evidence. However, the Inyo County Planning Department determined that the Final EIR is complete and legally adequate, and recommended that the Planning Commission adopt a resolution recommending that the Board of Supervisors certify the Final EIR and approve the discretionary actions requested for project implementation. The resolution prepared by the Planning Department for Planning Commission adoption set forth comprehensive recommended findings, including the required evidence supporting those findings, for Planning Commission consideration and approval. Based on public comment, the Planning Commission included an additional condition to require monitoring of off-site wells, if it is determined from field inspection that these off-site wells can be accessed and monitored to obtain accurate and reliable data.

Response No. 14

The comment notes that the Owens Valley Committee and Sierra Club reserve the right to submit more extensive comments to the Board of Supervisors prior to the Board's consideration of the appeal and the project, and requests advance notice of the hearing on the appeal and project. The County acknowledges this and has provided notice to the Sierra Club and other appellants.

20

Preferred Septic & Disposal

1280 N. Main St. Suite I
Phone 760-873-5699
Fax 760-873-4452

RECEIVED
2013 FEB -6 PM 12: 02
CLERK

January 16, 2013

Inyo County Board of Supervisors
224 North Edwards Street
Independence, California 93526

Re: Proposed Improvements to Inyo County's Local/Small Business Preference Ordinance-Chapter 6.06 of the Into County Code

Dear Board Members:

I am CEO and sole shareholder of Preferred Septic and Disposal Incorporated, a California corporation with its principal office in Bishop. As you know, in response to an Inyo County request for proposals (RFP), Preferred Septic recently submitted the successful proposal, and was awarded a three-year contract for the provision of trash-hauling services at various County facilities.

As I prepared that proposal, I became familiar with the wording and the County's interpretation of the "contracting preferences" sections of Chapter 6.06 of the Inyo County Code, which the County had incorporated into the trash-hauling RFP.

According to the "findings" it made at the time, which by the way I agree with, the Board enacted Chapter 6.06 (also known as the "Local/Small business Preference Ordinance") in 2010 to strengthen the local economy by requiring Inyo County, in awarding contracts, to grant preference to local and small business to the maximum extent permitted by law.

Unfortunately, I discovered that, as it is worded and being used, Chapter 6.06 does not further this effort. It actually, thwarts it. But I also found that, with a few changes in word and practice the ordinance could better serve its purpose, and so respectfully offer those improvements for your consideration.

The "preference" in the County's local business preference ordinance is given in County Code 6.06.04: **"for all contracts awarded by Inyo County."** If a local business submits a bid that is no more than 8% higher than a lower bid submitted by a non-local business, the local business **"shall be awarded the contract"** even though in a departure from the custom in public contracting, it did not submit the low bid.

The language seems comprehensive by its own terms it applies to all contracts **awarded** by the County- and it very clearly **requires** the County to award a contract to the local business under the circumstances stated. But the County's trash-hauling RFP (which resulted in a contract) allowed for a different outcome. It stated that, of the 100 possible points by which each proposal would be scored, only 55 would be allocated to the respondent's monthly price quote after the local business preference had been applied to those quotes.

Consequently, as applied under the RFP, the local business preference was only a component of a total proposal score; it was not the main factor the County would use to decide to whom the contract must be awarded as is plainly required by Code 6.06.04.

The reason for this, I think, is that the County didn't feel it wise or appropriate to strictly follow Code 6.06.04 in an "RFP" context where services are sought and price is not the only consideration. Correspondingly, in the RFP the County took price and the local preference into account in scoring proposals, but made neither the deciding factor.

I agree that the County should take more than price into consideration in deciding to whom it should award contracts for services. I also agree that, as worded, in Code 6.06.04 doesn't work in an RFP-for-services. In fact, by using the word "**bid**" alone and not "**bid or proposal**" and by producing an outcome objectively, based on simple arithmetic, Code 6.06.04 seems intended for use in the acquisition of goods and supplies, not services.

(For what it's worth, according to its website, the County of Fresno has adopted language identical to Inyo County in its local-business preference ordinance, but limits its use to the purchase of goods and supplies.)

As the owner of an affected business, my bigger point is that I think the County has two options: it can follow the current wording of Code 6.06.04, and award contracts accordingly, or, if it doesn't work in RFPs for services, the County can change that wording so it does. Ignoring the plain language of that section which the County appears to be doing, is not a legitimate third option, in my opinion.

Therefore, if for no reasons than to enable it to act consistently with its own laws, the County should amend Code 6.06.04 to distinguish between how it will apply the local (as well as small) business preference in procuring goods and supplies via a "bid" process, versus how it will apply the preference in procuring services via the RFP "proposal" process.

Specifically, that section should be amended to state that, in the procurement of goods and supplies the County will apply the local/small business preference objectively (i.e., consistently with its current wording) but that, in the procurement of services via an RFP, the preference will be given such weight as the Board of Supervisors may give it when it approves the RFP. This would simply codify what appears to be the County's practice.

Now, while this amendment might minimize the potential for the County to violate the letter of its local business preference ordinance, this clarification Code 6.06.04 would still allow it, unintentionally perhaps, to violate the spirit of that ordinance.

That is because, in exercising its discretion in giving "such weight" to the local business preference as it may choose in approving the RFP, the Board could significantly, albeit unintentionally, dilute the importance of that preference in the proposal-scoring process, rendering the "preference" no preference at all.

For this reason I would also recommend that, in approving the scoring allocation in future County RFPs for services, the County give significant weight to a respondent's price and likewise to the local business preference, so that the preference is accorded the importance intended by the Board when it enacted Chapter 6.06.

Frankly, however, neither of these improvements will be of any practical effect if the Board does not take on additional step and define the term "local business" in Chapter 6.06 6o really mean a "local" business.

As the County now defines and interprets it, a "local business" under ordinance includes any that have a "distribution point" whether of goods or services – somewhere in Inyo County. It bears repeating: the

County and its Code say that any business of any size or principal location that has a distribution point of goods or services in Inyo County is entitled to the benefits of the County's local business preference.

Respectfully, this cannot be what the Board intended. It could not possibly have intended that Shell Oil – a global, multi-billion dollar Dutch corporation could qualify as a "local business" under the County's "local business preference" ordinance. Clearly, the County's use of such a definition thwarts the very purpose of that ordinance to give truly "local" businesses a slight preference over non-local businesses in the award of County contracts.

Fortunately, the Board can close this "loophole" in Chapter 6.06 easily, literally with one word. All it need do is require that businesses must have its "principal" or "primary" distribution point in Inyo County in order to qualify as a local business (the definition appears in Code 6.06.020.1). This would go a long way toward ensuring that only ACTUAL "local businesses" benefit from the local business preference, as the Board intended.

A conscious attention to detail is, in my view, absolutely necessary for any legislation whether local or national if only to retain the confidence of your constituents who want to see that the County Board of Supervisors means what it says. The ordinance, in its present form, offers an excellent opportunity to do just that.

For example, the Ordinance states at the beginning that providing contracting preferences ...**benefits local small business,** also furthering the goal of building and maintaining a healthy local economy. Yet, notwithstanding this worthy goal, the ordinance never tells anyone what a "local small business" is. It defines "local business," it defines "small business," but not only fails to define "local small business," it never mentions the subject again.

That kind of language is very confusing, and it needs to be fixed. My suggestion is that a "local small business" be defined to include the attributes of both "local business" and "small business" and that, to be consistent, it be assigned to the same percentage preference as a "local business" under the current version.

In closing, I want the Board to know that I understand that the ultimate purpose of the County's bidding process is to get the best deal for the public, not to further the interests of any particular business or group of business. I also appreciate that the Board's ability to grant contracting preference, of any type, is limited by the law.

As I said above I think the County's local business preference ordinance is a worthwhile endeavor, and believe that if, within these confines, it can be improved to better further its purposes, the Board should consider doing so. I am confident the Board agrees and so respectfully submits this letter.

Sincerely,

Dale Comontofski

Dale Comontofski
President/CEO

Cc: Kevin Carrunchio, CAO
Randy Keller, County Counsel
Inyo County Director of Public Works

21

BIG PINE PAIUTE TRIBE OF THE OWENS VALLEY
Big Pine Paiute Indian Reservation
P.O. Box 700 · 825 South Main Street · Big Pine, CA 93513
(760) 938-2003 · fax (760) 938-2942

January 22, 2013

RECEIVED
JAN 28 2012
Inyo Co. Water Department

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

Dear Honorable Inyo County Board of Supervisors:

Subject: Objection to Well Exemption for Big Pine Mitigation Project

The Big Pine Paiute Tribe of the Owens Valley (Tribe) is a sovereign nation with ancestors who have lived in Owens Valley since time immemorial. Our ancestors treated the air, land, water, and living things with the utmost respect, and as a result, each generation inherited a place to live and thrive that was well cared-for. In the nineteenth century, people of European descent began settling in Owens Valley, and their views of and use of the land were drastically different from those of the Paiute people. Shortly afterwards, the new settlements were sold to a distant city, and as we know, that city has a single purpose for owning the valley: to export as much water as possible. Over only a few generations, the valley was forever altered. The Big Pine area does not look the way it did, nor does it provide for our people as in times past. The Los Angeles Department of Water and Power (LADWP) has devastated the place our people continue to call home. Year after year, Big Pine is by far the most heavily pumped wellfield in Owens Valley. We object to the excessive groundwater pumping by LADWP and their lack of care for the land and its dwindling resources. We object to mitigation projects which allow LADWP to check off a task on its list, but which have negative consequences for our environment. We object to the use of replacement water for the Big Pine Northeast Regreening project. We object to well exemptions in principle, because all pumping should be managed. We strongly object to the exemption of a well southeast of the Big Pine Indian Reservation, Well 375, from the On/Off pumping management protocols of the Inyo/LA Water Agreement.

Well 375 officially has been in Off status throughout most of the past two decades since management under the Water Agreement was implemented. It is in Off status because of poor vegetation conditions and insufficient soil water at the nearby permanent monitoring site. The water table and soil water in the vicinity of the well do not recover, even in wet years, due to LADWP pumping of exempt and other wells in the Big Pine area. If Well 375 is exempted, then turned on, regardless of how much is pumped, this pumping will cause further water table declines in the region and, without any other changes in pumping practices, will permanently prevent the monitoring site and its vegetation from recovering. Furthermore, pumping from Well 375 is predicted to draw down the water table beneath the Big Pine Indian Reservation.

The Tribe relies on ground water to supply the domestic water needs of its community, and lowering the water table will increase the pumping costs.

The Tribe respectfully requests your Board object to the exemption of Well 375 from the Water Agreement pumping management protocols, and that the county's Technical Group representatives be advised accordingly. Tremendous cultural and environmental damage has already occurred due to the pumping by LADWP. The Tribe sees absolutely no benefit and only more human and environmental degradation as a result of exempting Well 375. By objecting to the well exemption, your Board would show its commitment to the environmental protection goals of the Water Agreement. In doing so, the Board would demonstrate these values to the constituents and send a statement that these ideals will not be altered by pressures imposed by LADWP or indifferent modeling results.

Of course, objecting to the exemption of Well 375 will not mitigate for all the past pumping practices of LADWP; however, for the Tribe and perhaps many others, it is a good place to begin. The Tribe is hopeful that, with new members of the Board, we can work together to take a strong stance on fulfillment of all environmental protection goals of the Water Agreement. Please contact me if you wish to discuss this or any matter of mutual interest between the Tribe and county government.

Sincerely,

Virgil Moose
Tribal Chairperson

c: Inyo County Water Department
Inyo County Water Commission
Inyo County Counsel

For Clerk's Use Only:
AGENDA NUMBER
23-24-25
26-27-28
29-30-31

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for X Closed Session ☐ Informational

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: FEBRUARY 19, 2013

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)] - *CRYSTAL ALLEN, an individual v. COUNTY OF INYO, a governmental entity; and DOES 1-50,* Inyo County Superior Court Case No. SICVCV13-54820

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code§ 54956.9(d)(1)]. *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 – ANTICIPATED LITIGATION [Pursuant to *Government Code § 54956.9(d)(2)].* *– Significant Exposure to Potential Litigation (one case).*

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code§ 54956.9(a)].
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.)* R Kelle Approved: — Date 2.14.13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) R Kelle Date: 2.14.13
(The Original plus 20 copies of this document are required)