

# 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.

**August 27, 2013**

**8:30 a.m. 1. PUBLIC COMMENT**

### **CLOSED SESSION**

2. **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.
3. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriffs Association (DSA) - Negotiators: Labor Relations Administrator Sue Dishion; Information Services Director Brandon Shults and Planning Director Josh Hart.
4. **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: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
5. **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: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
6. **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, and Information Services Director Brandon Shults.
7. **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: Information Services Director Brandon Shults, Chief Probation Officer Jeff Thomson, and Labor Relations Administrator Sue Dishion.
8. **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: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
9. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**

## **OPEN SESSION**

### **10:00 a.m. PLEDGE OF ALLEGIANCE**

10. **PUBLIC COMMENT**
11. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
12. **PRESENTATION** – The Board will receive a presentation from the Carson and Colorado Group to update the Board on the Slim Princess Restoration Project.

### **CONSENT AGENDA (Approval recommended by the County Administrator)**

#### **COUNTY ADMINISTRATOR**

13. **Information Services** – Request approval of the Agreement between the County of Inyo and Verizon Business Network Services, Inc., for landline long distance service for a period of 12 months following the Effective Date of the Agreement; and authorize the Chairperson to sign.
14. **Advertising County Resources** – Request approval to pay California Travel Media \$11,356 for an Inyo County one-third-page advertisement in the 2014 California Visitors Guide to take advantage of various discounts totaling \$5,344.
15. **Personnel** – Request Board ratify and approve the Contract between the County of Inyo and Nathan Reade for the provision of personal services as the Agricultural Commissioner/Sealer of Weights and Measures at a monthly base salary of \$8,200 effective August 20, 2013 and authorize the Chairperson to sign.

#### **PUBLIC WORKS**

16. Request Board award the bid for liquefied propane gas (LPG) to and approve the Contract with Amerigas of Bishop for the purchase of LPG for County facilities located in Bishop, Big Pine, Independence and Lone Pine for the period of September 1, 2013 through June 30, 2016, in an amount not to exceed \$601,498 and direct that payments be made from the various County Department budgets, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
17. Request approval of Amendment No. 9 to the Contract between the County of Inyo and Owenyo Services for the operation and maintenance of the Independence, Laws, and Lone Pine Town Water Systems, extending the term through December 31, 2013, unless terminated earlier, and increasing the total Contract to an amount not to exceed \$2,104,895.84, contingent upon the Board's adoption of a FY 2013-14 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
18. Request approval of a letter permitting County staff and their contractor to enter DWP property to perform land surveys and environmental investigations for the proposed extension of See Vee Lane; and authorize the Chairperson to sign.

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

19. **CHILD SUPPORT SERVICES** – Request approval to hire a previously Board approved part-time Child Support Attorney I position at the E Step of Range 76 (\$31.07 per hour).
20. **COUNTY ADMINISTRATOR – Advertising County Resources** – Request Board A) review and approve 6 Community Project Sponsorship Program Grant awards for the 2013-14 Fall Grant Cycle recommended by the Community Project Sponsorship Program Grant Review Plan, in the amounts recommended by the Panel for a total amount of \$20,000; and authorize the County Administrator to sign the Contracts with the Applicants, in the amounts approved by your Board; contingent upon the appropriate signatures being obtained.
21. **COUNTY ADMINISTRATOR – Integrated Waste Management** – Request approval of the Plans and Specifications for the Bishop-Sunland truck Scale Project and authorize the Department to issue a Request for Bids to purchase and install a truck scale at the Bishop-Sunland Landfill.

22. **WATER DEPARTMENT** – Request consideration and approval of a letter commenting on LADWP's Notice of Intent to Adopt an Initial Study/Mitigated Negative Declaration for the Proposed Well V817 Rose Valley Pipeline Installation Project; and authorize the Chairperson to sign.
23. **PLANNING** – Request Board receive a presentation regarding the Eastern Sierra Land Adjustment Project.
24. **PLANNING** – Request Board review the draft Topic Papers, approve the correspondence to the Forest Service in regards thereto; and authorize the Chairperson to sign.
25. **PLANNING – WORKSHOP** – Request Board A) conduct a workshop to receive a presentation on the "Next Steps Memorandum" on the Building Blocks for Sustainable Communities: Neighborhood Planning for Healthy Aging, Lone Pine, Inyo County, California and B) provide staff with comments and direction for implementing the action items.
26. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors meetings as follows: A) Regular Meeting of August 6, 2013; B) Special Meeting of August 6, 2013; C) Special Meeting of August 8, 2013; D) Special Meeting of August 9, 2013; and E) Special Meeting of August 12, 2013.

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

- 11:15 a.m. 27. **PLANNING** – Request Board conduct a workshop regarding Senate Bill 1241 (Kehoe, 2012) concerning CEQA checklists and General Plan requirements, with certain findings being of particular interest to Inyo County which requires new findings for subdivisions within a State Responsibility Areas (SRA) or Very High Fire Hazard Severity Zone (VHFHSZ).
- 1:30 p.m. 28. **WATER DEPARTMENT** – Request Board provide direction to the County's Standing Committee representatives regarding the Agenda items to be considered at the August 29, 2013 Inyo County/Los Angeles Standing Committee Meeting, to be held in Los Angeles. (*Agenda to be presented at the meeting.*)
- 3:00 p.m. 29. **WORKSHOP - COUNTY ADMINISTRATOR – Budget** - The Board will convene in a workshop to receive preliminary information and provide feedback concerning the CAO Recommended Budget in preparation for the upcoming FY 2013-14 Budget Hearings. The County Administrator will facilitate this workshop.

**CORRESPONDENCE - ACTION**

**BOARD MEMBERS AND STAFF REPORTS**

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

30. **PUBLIC COMMENT**

**CORRESPONDENCE - INFORMATIONAL**



**AGENDA REQUEST FORM  
BOARD OF SUPERVISORS  
COUNTY OF INYO**

For Clerk's Use Only: AGENDA NUMBER  <div style="font-size: 2em; color: blue;">13</div>
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- Consent  
  Departmental  
  Correspondence Action  
  Public Hearing  
 Scheduled Time for  
  Closed Session  
  Informational

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **August 27, 2013**

SUBJECT: MiCTA Member Participation Agreement (Verizon Long Distance Services)

**DEPARTMENTAL RECOMMENDATION:**

Request your Board enter into an Agreement with Verizon Business Network Services, Inc. for landline long distance service for a period of 12 months following the Effective Date of the Agreement; and B) Authorize the Chairperson to sign.

**SUMMARY DISCUSSION:**

The County of Inyo contracts long distance telephone services with Verizon. Historically, the County has entered into services agreements with Verizon which affords the County the lower cost Intrastate Detariffed Services rates rather than the higher cost tariffed services rates. Recently, Verizon discontinued the long distance service plan formerly offered to the County (Verizon Select Services) and now offers in its place a plan intended specifically for non-profits including local government.

Verizon offers one, two and three year terms. Information Services is recommending a one-year term Agreement. Rates offered in the MiCTA (Michigan Colligate Telecommunications Association) are approximately 20% lower than the County's previous long distance contract with Verizon. The additional savings of a three-year agreement over a one-year agreement is less than 1/2 cent per minute and does not offset the cost and risk of a multi-year commitment.

**ALTERNATIVES:**

Information Services is not able to recommend any viable alternative providers at this time; the alternative tariffed rates offered by Verizon result in a potential increase of 1200% in long distance charges (a potential increase of \$264,000 per year).

**OTHER AGENCY INVOLVEMENT:**

All County agencies/departments are affected.

**FINANCING:**

The cost of these lines and services through June 30, 2014 are included in the requested Information Services budget [011801-5351] for FY2013-14. Funding for the portion of the Agreement that falls within future years budgets will be requested in that Information Services budget proposal. All non-General Fund budget units that use telephone lines are responsible for securing an appropriate budget amount for the cost of the lines and services they use.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: <u>yes</u> Date <u>8/19/2013</u></div>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: <u>yes</u> Date <u>8/21/13</u></div>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: _____ Date _____</div>

**DEPARTMENT HEAD SIGNATURE:** [Signature] Date: 8/21/13  
 (Not to be signed until all approvals are received)



MEMBER PARTICIPATION AGREEMENT

VERIZON BUSINESS NETWORK SERVICES INC., on behalf of the Verizon affiliates identified herein ("Verizon")
Customer Name: County of Inyo
Customer Address: 168 N. Edwards Street
Independence, CA 93526
Member Number: MTG93526-01
By: \_\_\_\_\_ Name: Linda Arcularius
Title: Chairperson, Board of Supervisors
Date: \_\_\_\_\_

This Member Participation Contract ("Agreement" or "PC") for Verizon Services, together with any attachments, schedules, and other documents made a part hereof ("Agreement"), is made by and between the above-named Customer and Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and its affiliates and successors ("Verizon").

WHEREAS Verizon and MiCTA, an association made up of non-profit colleges, universities, K-12 school systems, federal, state and local government units, health care providers, libraries and other non-profit entities, have entered into a Telecommunications and Internet Services Master Agreement ("Master Agreement"), based upon MiCTA's RFP MT TISA 2010 and Verizon's response thereto; and

WHEREAS, under the Master Agreement, Eligible Organizations who enter into a PC with Verizon may purchase from Verizon certain Services (identified in Attachment A to the Master Agreement) at the prices and/or discounts set forth in Attachment B to the Master Agreement; and

WHEREAS the Customer is an Eligible Organization and desires to purchase from Verizon certain Services available under the Master Agreement, and Verizon is willing to provide such Services on the terms and conditions set forth in this PC;

NOW THEREFORE, Verizon and Customer agree as follows:

GENERAL TERMS AND CONDITIONS

- 1. Services. Verizon will provide to Customer the services and products ("Services") identified in Attachment A to this Agreement.
2. Term. The "Term" of this Agreement shall begin on the Effective Date (defined above) and end upon the completion of twelve (12) months (the "Initial Term"), at which time the Agreement will be automatically extended ("Extended Term") on a month-to-month basis until either party terminates it upon sixty (60) days prior written notice.
3. Tariff and Guide. Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)") and Verizon's "Service Publication and Price Guide" ("Guide"), each as supplemented by this Agreement.
4. Changes to the Guide. If Verizon makes any changes to the Guide that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within sixty (60) days of the date such change is posted on the Website.

5. **Rates and Charges.** For the Services identified in Attachment A, Customer agrees to pay the rates and charges specified in Attachment B to the Master Agreement. In the event (i) Customer receives any Services that are not the subject of rates, charges and discounts expressly set forth in the Master Agreement, or (ii) Customer purchases any services after the expiration of the Term, Customer shall pay Verizon's standard rates for those services, as set forth in the Guide (or Tariffs, if applicable). As used in this Agreement in connection with rates and charges, "standard" refers to rates and charges for Verizon Business Services III ("VBSIII") where applicable. Except where explicitly stated otherwise in the Master Agreement for a particular service, (a) all rates and charges are subject to change, (b) all discount percentages set forth in the Master Agreement are fixed for the Term, (c) Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise), and (d) the rates and charges set forth in the Master Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon or a Verizon affiliate, on-site installation, Governmental Charges (defined below), network application fees, customer premises equipment or extended wiring to or at Customer premises. Verizon may give Customer notice of such changes in rates or charges by posting them on the Guide, by invoice message, or by other reasonable means (notwithstanding Section 19, Notices, below).

6. **Governmental Charges.** Verizon may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). Examples of such Governmental Charges include, but are not limited to Universal Service funding and compensation payable to payphone service providers for use of their payphones to access Verizon's service.

7. **Taxes.** All Tax-related provisions of the Guide are specifically incorporated by reference herein. In accordance with the Guide, all charges are exclusive of applicable Taxes (as the term is defined in the Guide), which Customer shall pay. However, if applicable, Verizon will exempt Customer in accordance with law, effective on the date Verizon receives a valid exemption certificate for Customer. If Customer is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, Customer will, within ninety (90) days of the date of the withholding, provide Verizon with official tax certificates documenting remittance of the taxes to the relevant tax authorities. The tax certificates must be in a form sufficient to document qualification of the income or profit tax for the foreign tax credit allowable against Verizon's U.S. corporation income tax, and accompanied by an English translation. Upon receipt of the tax certificate, Verizon will issue Customer a billing credit for the amounts represented thereby.

8. **Early Termination Charges.** If Customer terminates this Agreement before the end of the Term, or terminates Service before the end of the applicable term commitment, for reasons other than Cause, or Verizon terminates this Agreement or Service for Cause pursuant to the Section entitled "Termination," then Customer will pay, within thirty (30) days after such termination: (a) all accrued but unpaid charges incurred through the date of such termination, plus (b) an amount equal to the difference between (i) Customer's total charges prior to the termination based on its applicable term pricing and/or discounts and (ii) what Customer's total charges would have been for that same period based on the applicable month-to-month pricing and/or discounts, plus (c) any waived installation charges, plus (d) a pro rata portion of any and all credits received by Customer, and any termination charges that may be required pursuant to the applicable Service Attachment. For purposes of this Article, a Customer's proper termination pursuant to the Article below entitled "Appropriated Funding" shall be considered a Customer termination for Cause.

9. **Payment.** Customer agrees to pay all Verizon charges (except Disputed amounts, as defined below) within thirty (30) days of invoice date. Payments must be made at the address designated on the invoice or other such place as Verizon may designate. Amounts not paid or Disputed on or before thirty (30) days from invoice date shall be considered past due, and Customer agrees to pay a late payment charge equal to the lesser of: (a) one and one-half percent (1.5%) per month, compounded, or (b) the maximum amount allowed by applicable law, as applied against the past due amounts. A "Disputed" amount is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within six (6) months of the invoice date shall be deemed to be correct and binding on Customer. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred by Verizon in collecting, or attempting to collect, any charges owed hereunder.

10. **Termination.** Either party may terminate this Agreement for Cause. As to payment of invoices, "Cause" means Customer's failure to pay any invoice (excluding Disputed amounts) within thirty (30) days after the invoice date, which failure has not been cured within ten (10) days of receiving notice of it. For all other matters, "Cause" means a breach by the other party of any material provision of this Agreement which has not been cured within thirty (30) days after delivery of notice. Verizon may discontinue Service (without limitation) immediately, without notice, if interruption of Service is necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services.

11. **Disconnection of Service.** Customer shall provide prior written notice for the disconnection of Service, as follows. For Service provided exclusively within the United States, Customer must provide thirty (30) days written notice. For all other Service, Customer must provide written notice either (a) of sixty (60) days or (b) equal to the cancellation period required by third parties (such as PTTs) for the non-U.S. Mainland portion of the Service Customer is canceling, whichever is longer. Disconnection notices must be labeled conspicuously "Disconnect Request." Customer should contact its account representative or Customer Service if it does not receive confirmation of the disconnection from Verizon within five (5) business days. Notwithstanding any such termination, Customer will remain liable for any applicable early termination charges set forth in this Agreement.

12. **Confidential Information.** Commencing on the date Customer executes this Agreement and continuing for a period of three (3) years from the termination of this Agreement, each party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party while this Agreement is in effect, including, but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no

wrongful act or omission of the receiving party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the receiving party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, or court or governmental order, including but not limited to any open records laws, freedom of information laws, or other "sunshine" laws to which Customer is subject.

13. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

14. **Disclaimer of Certain Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

15. **Limitation of Liability.** THE TOTAL LIABILITY OF VERIZON TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION SHALL LIMIT VERIZON'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE; OR (C) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE.

16. **Assignment.** Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor without the prior written consent of the other party, provided that if Customer assigns this Agreement to an affiliate or successor, then such affiliate or successor must meet Verizon's creditworthiness standards. Any attempted transfer or assignment of this Agreement by either party not in accordance with the terms of this Section shall be null and void.

17. **Service Marks, Trademarks and Name.** Neither Verizon nor Customer shall: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.

18. **Governing Law; Disputes.** Except as the Parties may otherwise expressly agree, this Agreement shall be governed by the laws of the state where the Services are provided by Verizon to Customer's locations. Any litigation arising out of or in connection with this Agreement may be brought for trial in any Federal or state court of competent jurisdiction. The parties agree that any such trial shall be without jury. Non-U.S. Services shall be subject to applicable local laws and regulations in any countries where such Services originate or terminate, including applicable locally filed Tariffs. Customer acknowledges that Verizon is governed by the Communications Act of 1934, as amended, and as interpreted and applied by the Federal Communications Commission.

19. **Notice.** All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Except as otherwise provided, notices will be deemed to have been given when received. Customer's notice address is provided on Page 1 of this Agreement unless otherwise noted.

**To Verizon:**  
Verizon Business Services  
5055 North Point Parkway  
Alpharetta, GA 30022  
Attn: Thomas Bostick, MiCTA National Acct. Repr.  
Tel: 678-259-1464  
Email: [tom.bostick@verizonbusiness.com](mailto:tom.bostick@verizonbusiness.com)

**With fax copies to:**  
Verizon Business Services  
22001 Loudoun County Pkwy  
Ashburn, VA 20147  
Attn: Vice President, Legal  
Fax: 703-886-5807

**and to:**  
Verizon Business Services  
2477 Gateway Dr., Ste 100  
Room Mail Code 105-B  
Irving, TX 75063  
Attn: Carlton Baker

20. **Acceptable Use.** Use of Verizon's Internet Service(s) and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") for the countries from which Customer uses them (see [www.verizonbusiness.com/terms](http://www.verizonbusiness.com/terms)). Customer shall be liable to Verizon for any losses, damages, claims, costs or expenses sustained or incurred by Verizon resulting from any violation by Customer of the Policy. Each party will promptly notify the other of any such claim.

21. **Domain Names.** Customer shall ensure that its use of any domain name registered or administered on Customer's behalf does not violate the service mark, trademark or other intellectual property rights of any third party. Any violation of this Section is deemed a material breach establishing Cause for termination. Verizon shall have no liability for any claims that may arise from the acts or omissions of domain name registries, registrars or other authorities.

22. **Resellers/Subcontractors.** Verizon agrees to assume ultimate responsibility in all aspects for the performance of all reseller/subcontractors, if any, utilized to provide products and/or services to Customer under this Agreement. Verizon takes the overall responsibility and acts as the single point of contact for services purchased from Verizon under this Agreement including, but not limited to, the following:

- 22.1 Addressing all service and product issues, and providing Customer favorable resolution to any reported problems;

- 22.2 Processing and tracking all Customer purchase orders placed through resellers/subcontractors;
- 22.3 Responding to any/all issues related to delivery, installation, warranty, support, etc. when services and/or products were processed through a reseller / subcontractor; and
- 22.4 Acting as the primary liaison between reseller/subcontractor and/or manufacturer on behalf of the Customer.

23 **Appropriated Funding.** If (a) the Term of this Agreement is greater than one (1) year and (b) Customer is purchasing services hereunder solely with funds that are legislatively-appropriated on a single fiscal year basis and Customer is therefore required by applicable law to reserve the following right in all multi-year purchase contracts, then Customer reserves the right to cancel this Agreement, upon not less than thirty (30) days' notice, whenever such funds have failed appropriation or are otherwise made unavailable to Customer to support continuation or performance in any fiscal year succeeding the first.

24. **Compliance with Law.** Verizon (including its subcontractors, if any) and Customer, shall each at their own expense operate in full compliance with all applicable Federal, State and local laws, rules and regulations. Verizon shall maintain in force all licenses and permits required by the states in which it conducts business.

25. **Financial Stability.** Verizon acknowledges that Customer may rely on Verizon's annual and quarterly financial statements and any required Securities and Exchange Commission Certification Reports as a measure of Verizon's financial strength and ability as an ongoing business concern to fulfill its obligations under this Agreement.

26. **Service Level Agreement (SLA).** Unless Customer and Verizon otherwise expressly agree in writing, Verizon's standard SLAs, if any, for the services/products provided under this Agreement shall apply. Should Customer desire other SLAs to meet their specific organizational requirements, Verizon and Customer may negotiate such SLAs, including: services, features, hardware and/or software to be covered; measurable standards of performance and/or quality of service; Customer/Verizon responsibilities defined; Customer's recourse for system and/or hardware/software failure to meet the SLA; and any other element that is mutually agreed upon by both parties, including any cost adjustments for negotiated SLAs. Any negotiated SLAs shall be made part of this Agreement.

27. **Force Majeure.** Neither party shall be liable for any delay or failure in the performance or provision of Services under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, catastrophe, severe weather, cut cable, explosion, riot, embargo, acts of the Government or third parties, labor disputes or strikes, or unavailability of necessary facilities or equipment.

28. **Entire Agreement.** This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the parties with respect to the Services ordered under this Agreement and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties. Any requirement for a signature in this Agreement or any Amendment may be satisfied by facsimile transmission of an original signature. Any terms, conditions, or other contents of any purchase order or similar document issued by Customer shall not apply in any way to add to, delete, or modify the terms and conditions of this Agreement, and shall be deemed to be issued only for administrative purposes to reflect Customer's order for the products or services listed herein under the terms of this Agreement.

**ATTACHMENT A  
to Member Participation Agreement**

**Customer name: County of Inyo**

**1. Service.** The Services that Customer may order under this Member Participation Agreement ("Agreement") are those set forth in the MiCTA Master Agreement, including but not limited to the Services set forth below. The rates and charges that shall apply to such Services are the rates and charges that apply under the terms of the MiCTA Master Agreement, including Attachment B of said Master Agreement, which are incorporated herein and made a part of this Agreement.

**2. Services Ordered.** The parties acknowledge for informational purposes that the Customer's initial order for Services under this Agreement shall consist of the following. Any additions or changes to the following may be made pursuant to the terms of this Agreement.

**Verizon Business 1+ Long Distance  
INTERSTATE**

**One (1) Year Term**

All rates are per minute, based upon call origination and call termination type

Ded / Ded	Ded / Sw	Sw / Loc	Sw / Ded	Sw / Sw	Loc / Loc	Loc / Ded	Loc / Sw	Ded / Loc
On-On	On-Off		Off-On	Off-Off				
0.0176	0.0215	0.0215	0.0215	0.0336	0.0176	0.0176	0.0215	0.0176

**CA – IntraState**

**One (1) Year Term**

All rates are per minute, based upon call origination and call termination type

Ded / Ded	Ded / Sw	Sw / Loc	Sw / Ded	Sw / Sw	Loc / Loc	Loc / Ded	Loc / Sw	Ded / Loc
On-On	On-Off		Off-On	Off-Off				
0.0198	0.0262	0.0262	0.0262	0.0461	0.0198	0.0198	0.0262	0.0198

- The rates are postalized (not distance sensitive).
- The rates are fixed throughout the term of the contract.
- The rates are for Peak/Off-Peak.
- Annual Volume Commitment is waived

**CAC Waiver**

**Eligible Products: Long Distance Voice Services – Carrier Access Charge**

CAC stands for Carrier Access Charge which applies to Multi-Line Business Lines, ISDN PRI lines, and Centrex Lines that are presubscribed to Company service.

**Description:** Participation Contracts one (1) year or greater, CAC charges will be waived for new and renewing Long Distance Voice customers that sign a new MiCTA Participation Contract, or an amendment renewing the term of a Participation Contract, for Long Distance Voice Service.

Waiver does not apply to existing Long Distance Voice customers.

**Customer Eligibility:**

- New Customers
- Renewal Customers

**Directory Assistance:**

Domestic Directory Assistance = \$0.41

International Directory Assistance = Use standard Guide rates

**Calling Card:**

For the term of the contract,

Domestic Calling Card Surcharge = \$0.154/per call

International Calling Card Surcharge = \$0.77/per call

Note: In the event of a discrepancy between the rates and charges set forth above and the rates and charges applicable pursuant to the MiCTA Master Agreement, the rates and charges applicable pursuant to the MiCTA Master Agreement shall apply.

Term Commitment. Customer shall purchase the above Services for a minimum period of 12 consecutive months (the "Initial Term") following the execution of this Agreement and installation of the Service.

Service Locations. The above Services shall be provided to Customer under this Agreement at the following locations. Other Customer locations may be added to this Agreement, or changed, only upon mutual assent of the parties.

See attached spreadsheet.

*missing spreadsheet.*

**3. Service Attachment.** Service Attachment(s) for the above Services, if applicable, that are attached hereto or set forth in the MiCTA Master Agreement or Guide, are incorporated herein by reference and shall be a part of this Attachment A.



**Attachment B, Amendment #2  
Pricing and Discounts  
Master Service Agreement  
Endorsed National Vendor Award  
Contract Number 121EN-TISA 2010-0512**

**MSA Attachment B-Sellers MiCTA Program Pricing**

**Telecommunication Services- Endorsed National  
VOIP Services- Endorsed National  
IP Services- Endorsed National  
Specialty Services- Endorsed National  
Equipment- Endorsed National**

**Verizon Business Confidential**

\*Final Customer pricing must be verified in OneView via the pricing tool. Pricing subject to tariff changes.

**Seller's Program Pricing:**

Seller agrees to offer all Eligible Organizations the services, products, and resources listed in Attachment A, at the rates, charges and discounts, if any, described below. Service offerings, including hardware-based services (i.e., Internet Broadband Satellite SMB, services using a firewall, etc.), are subject to hardware / CPE / network availability from third parties. Verizon Business may refuse to provide Service in the event such hardware / CPE /network is not made available to Verizon Business by third parties in a manner that is deemed commercially reasonable by Verizon Business. VoIP Service locations require Verizon Business (former MCI) Local Service availability and must be pre-qualified and accepted for service by Verizon Business.

Install charges are waived unless otherwise noted.



## **Attachment B, Amendment #2 Pricing and Discounts**

### **Table of Contents**

#### **Section 2 Telecommunications Services**

Section 2.3 Domestic Long-Distance Services

Section 2.4 International Long Distance Services

Section 2.5 Private Line Services

Section 2.6 Directory Assistance and Assisted Dialing Services

Section 2.7 Toll-Free 800 Services

#### **Section 3 Voice over IP Services**

Hosted IP Centrex

IP Trunking

IP Integrated Access

IP Flexible T1

#### **3.a Managed IP PBX**

#### **Section 4 IP Services**

Dedicated Internet

FIOS Business Internet

Private IP (PIP)

Private Line Data Circuits

Domestic US Access

#### **Section 6 Specialty Services and Applications**

Section 6.4 Professional Services, Consulting and Network Support

a- Managed WAN and Managed LAN

b- Managed WAN VOIP Interface

c- Internet Dedicated Managed

d- Managed WAN Optimization

e- Managed Wireless LAN

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Cybertrust

Section 6.6 Business Continuity, Disaster Recovery and Remote Computing

a- Remote Backup and Restore

b- Data Center Collocation

Section 6.8 Comprehensive Conferencing Solutions

Audio

Video

Net

Section 6.9 Miscellaneous Services

a - Computing as a Service (CaaS)

b - Private IP Satellite

c - Global Broadband Satellite Access

d- Verizon Notification Services

e- Managed Mobility

Section 6.11 Extended Warranty and Maintenance Services

#### **Section 7 Equipment Purchases**

Cisco

Juniper



## Attachment B, Amendment #2 Pricing and Discounts

### Section 2- Telecommunication Services

#### **Section 2.3 1+ Domestic Long Distance Services: See Schedule 2.3- for individual rates**

- The rates are postalized (not distance sensitive).
- The rates are fixed throughout the term of the contract.
- The rates are for Peak/Off-Peak.
- Annual Volume Commitment is waived

#### **CAC Waiver**

**Eligible Products: Long Distance Voice Services – Carrier Access Charge**  
CAC stands for Carrier Access Charge which applies to Multi-Line Business Lines, ISDN PRI lines, and Centrex Lines that are presubscribed to Company service.

**Description:** Participation Contracts one (1) year or greater , CAC charges will be waived for new and renewing Long Distance Voice customers that sign a new MiCTA Participation Contract, or an amendment renewing the term of a Participation Contract, for Long Distance Voice Service.

Waiver does not apply to existing Long Distance Voice customers.

#### **Customer Eligibility:**

- New Customers
- Renewal Customers

#### **IntraLATA PIC Fee Credit Promotion**

**Description:** Available to customers purchasing new Local Toll service from Verizon. Customers are reimbursed a total of \$5.00 for the local exchange carrier's Carrier Change Charge for each line (up to 500) that the customer converts under this promotion from the intraLATA switched services of another interexchange carrier to Verizon as their primary carrier.

- Eligibility: New, renewing and existing customers signing three (3) year term agreement.
- Existing non-renewal customers will receive this promotion only on new circuits added during the promotional period (existing circuits will NOT receive the benefits of the promotion; existing circuits may not be disconnected and reinstalled to gain promotional pricing)
- Existing renewal customers will receive this promotion on NEW CIRCUITS ONLY



## Attachment B, Amendment #2 Pricing and Discounts

### Outbound Domestic Calling Feature Charges:

**Verified Accounting/ID Codes:** Non-expedite VZB charges for Accounting Codes will be waived for customers with annual usage of \$60,000 or greater and with 10,000 or less account codes.\*

\*Verizon Business reserves the right to charge for accounting codes if the above conditions are not met during the contract term.

**All Other Outbound Domestic Calling Feature Charges:** Available at current standard rates.

### **Section 2.4 International Long Distance Service: See Schedule 2.4- for individual rates**

- The rates are postalized (not distance sensitive).
- The rates are for Peak/Off-Peak.
- Annual Volume Commitment is waived

#### ***International Outbound Voice Pricing: (VBS3 – Guide Type 22)***

For a 3 YEAR term, International Outbound Voice Pricing = VBS3 less 18% discount

For a 2 YEAR term, International Outbound Voice Pricing = VBS3 less 15% discount

For a 1 YEAR term, International Outbound Voice Pricing = VBS3 less 12% discount

For month-to-month, International Outbound Voice Pricing = VBS3 less 5% discount

### **Section 2.5 Private Line Service- PRI D-Channel:**

Our pricing includes a minimum and per mile rate for the IOC portion + the local loop access (+\$110PRI D Channel for ISDN). Pricing is dependent upon the customer's locations.

Price per D-Channel (for Long Distance DS1 Access Circuits only) \$110.00 per month.

Charges for Long Distance DS1 Access Circuit are additional. Verizon's Private Line Services are a Per Case Bases.

### **Section 2.6 Directory Assistance and Assisted Dialing Services Directory Assistance:**

Domestic Directory Assistance = \$0.41

International Directory Assistance = Use standard Guide rates

### **Calling Card:**

For the term of the contract,

Domestic Calling Card Surcharge = \$0.154/per call



## Attachment B, Amendment #2 Pricing and Discounts

International Calling Card Surcharge = \$0.77/per call

### Section 2.7 Toll Free 800 Services

#### See Schedule 2.7- for individual rates

- The rates are postalized (not distance sensitive).
- The rates are fixed throughout the term of the contract.
- The rates are for Peak/Off-Peak.
- Annual Volume Commitment is waived

#### **Domestic Calling Feature Charges:**

For the term of the contract,

Option 2/3 - Toll-Free Dedicated Access Line (DAL) MRC = \$40 per Service Number

Option 2/3 - Toll-Free Common Business Line (CBL) MRC = \$15 per Service Number

Charges associated with the following Domestic Calling Features will be WAIVED:

- \_ Option 2 - Toll-Free and Outbound Basic Feature Package MRC
- \_ Option 2 - Toll-Free and Outbound Combined Feature Package MRC
- \_ Option 3 - Basic and Combined Feature Package MRC
- \_ Option 3 - \$3000.00 Minimum Monthly Usage
- \_ Option 2/3 - A la carte features (Holiday Routing, Tailor Call Coverage, DNIS, Alternate Routing) MRC

Install charges associated with the following Domestic Calling Features will be WAIVED.

- \_ Toll Free and Outbound Basic Feature Package Install
- \_ Toll Free and Outbound Combined Features Package Install
- \_ Basic and Combined Feature Package Install
- \_ Switched Access Location (CBL) Install
- \_ Dedicated Access Location Install

**Early Termination Charges.** If Customer terminates this Agreement before the end of the Term, or terminates Service before the end of the applicable term commitment, for reasons other than Cause, or Verizon terminates this Agreement or Service for Cause pursuant to the Section entitled "Termination," then Customer will pay, within thirty (30) days after such termination: (a) all accrued but unpaid charges incurred through the date of such termination, including waived installation fees, plus (b) an amount equal to the difference between (i) Customer's total charges prior to the termination based on its applicable term pricing and/or discounts and (ii) what Customer's total charges would have been for that same period based on the applicable standard pricing and/or discounts, plus (c) a pro rata portion of any and all credits received by Customer, and any termination charges set forth in the applicable Service Attachment. For purposes of this Article, a Customer's proper termination pursuant to the Article below entitled "Appropriated Funding" shall be considered a Customer termination for Cause.



## Attachment B, Amendment #2 Pricing and Discounts

### Section 3- Voice Over IP

**See Schedule 3 for pricing and discounts.**

Before pricing VoIP service for MiCTA Members, Verizon will pre-qualify customer's order/request for their locations or sites. The following pricing covers Hosted IP Centrex, IP Trunking, IP Integrated Access, and IP Flexible T1. Due to the flexibility of our VoIP solutions, the finalized pricing for a specific VoIP deployment will be dependent upon the customer's specific requirements.

### **Section 4- IP Network Services**

#### **Dedicated Internet**

o Pricing Schedule: VBSIII

**Service: Dedicated Internet**

- Discount off VBS III Base Monthly Recurring Charge (MRC) Per Port
- See Schedule 4 for net pricing.
- Pricing reflects all applicable discounts. No other discounts and / or promotions shall apply.
- Pricing is valid for service in the United States, excluding Alaska, Hawaii, and Puerto Rico. Backhaul charges, where applicable, are an additional monthly recurring charge.
- All OCn Service is subject to existing Verizon Business capacity and availability constraints. Ethernet Service may be limited to former MCI Lit Buildings. Please contact the Verizon Business account team for OCn and Ethernet Service availability.

**See Schedule 4 for current net pricing**

Type/Speed	3 Year	2 Year	1 Year	Month to Month
IDA DS1/T1	56%	51%	45%	25%
IDA DS1/T1 Shadow	15%	10%	5%	3%
IDA DS3 and above	60%	55%	50%	30%
IDE all speeds	60%	55%	50%	30%

**Standard installation waived for commitments 1 year or greater.**

#### **Private IP**

o Pricing Schedule: VBSIII

**Service: Private IP**

***Domestic Private IP (PIP)-VBS III components included in discount structure are Port and Gold CAR:***



## Attachment B, Amendment #2 Pricing and Discounts

For a 3 YEAR term, PIP Pricing = VBS3 less 70% discount  
For a 2 YEAR term, PIP Pricing = VBS3 less 67% discount  
For a 1 YEAR term, PIP Pricing = VBS3 less 65% discount  
For month-to-month, PIP Pricing = VBS3 less 30% discount

Installation waived for commitments 1 year or greater.

### Private Line Data Circuits

- o Pricing Schedule: VBSIII  
Service: Private Line

#### **Private Line Data Circuits:**

*[Data Networking – Metro Private Line Service; US Private Line Service]*

These rates are fixed for the term of the contract and apply to Domestic US private line data circuits with IXC (long-haul) mileage between 0 and 9,999 miles:

DS0 Private Line Pricing = \$0.50 per mile (\$175 per circuit minimum)  
DS1 Private Line Pricing = \$1.20 per mile (\$275 per circuit minimum)  
DS3 Private Line Pricing = \$6.25 per mile (\$1500 per circuit minimum)  
OC3 Private Line Pricing = \$7.50 per mile (\$2500 per circuit minimum)

- Standard list rates will apply to Metro Private Line service.
- Pricing does not include local loop (network access) charges.
- Standard installation waived for commitments 1 year or greater.
- Customer certifies that any private line circuit will carry more than 10% interstate traffic.

### Domestic US Access:

*[Network and Access - Access]*

- o Pricing Schedule: VBSIII  
Service: Access

#### **Domestic US Local Loop Access:**

Access Charges: Verizon Business will apply the following discounts off its standard VBS3 rates as per the guide

#### TDM DS0-DS3

Term	TDM DS0-DS3
3 year	10%
2 year	8%
1 year	5%
Month to Month	0%

DS0-DS3 standard installation waived for commitments 1 year or greater.



## Attachment B, Amendment #2 Pricing and Discounts

### Domestic US Local Loop Converged Ethernet Access (CEA)

Term	Type 1	Type 2	Type 3
3 year	10%	0%	5%
2 year	8%	0%	3%
1 year	5%	0%	2%
Month to Month	0%	0%	0%

Standard CEA installation is waived for commitments 1 year or greater.

**Install waivers do not apply to OCn Level (155Mbps or greater) TDM and Ethernet pricing.**

**OC3:** Use Non-discounted standard pricing method.

**OC12:** Use Non-discounted standard pricing method.

**OC48:** Use Non-discounted standard pricing method.

**Ethernet 155 Mbps and greater:** Use Non-discounted standard pricing method.

### Section 6- Specialty Services

#### Section 6.4 Professional Services, Consulting, and Network Support

- **Managed WAN and Managed LAN-** see Schedule 6.4a
- **Managed WAN with VOIP Interface Support-** see Schedule 6.4b
- **Managed Internet Dedicated Service-** see Schedule 6.4c
- **Managed WAN Optimization-** see Schedule 6.4d
- **Managed Wireless LAN-** see Schedule 6.4e

#### Section 6.5 Network and Desktop Security

- **Cybertrust Security Services-** see Schedule 6.5

#### Section 6.6 Business Continuity, Disaster Recovery, and Remote Computing

- **Remote Backup and Restore-** see Schedule 6.6a
- **Data Center Collocation-** see Schedule 6.6b

#### Section 6.8 Conferencing Services

- **Audio, Video, and Net Conferencing-** see Schedule 6.8



## Attachment B, Amendment #2 Pricing and Discounts

### Section 6.9 Miscellaneous Services

- **Computing as a Service- see Schedule 6.9a**
- **Private IP Satellite Service- see Schedule 6.9b**
- **Global Broadband Satellite Access- see Schedule 6.9c**
- **Verizon Notification Services- See Schedule 6.9d**
- **Managed Mobility Services 6.9e- See Schedule 6.9e**

### Section 7- Equipment

- **CISCO EQUIPMENT**

35% discount off Cisco list for equipment.

- **CISCO SMARTNET**

Discounts off Cisco list below:

<b>New Smartnet or VSB Renewal Discount to Customer</b>	<b>1-yr</b>	<b>2-yr PREPAID</b>	<b>3-yr PREPAID</b>
	12.50%	16.00%	18.60%
<b>VZB Takeover Discount to Customer</b>	<b>1-yr</b>	<b>2-yr PREPAID</b>	<b>3-yr PREPAID</b>
	3.50%	11.70%	16.0%

- **VDM-N MAINTENANCE**

21% of Equipment sales price for annual maintenance price (if eligible for VDM-N)

#### **INSTALLATION**

<b>Cost Element</b>	<b>Price</b>
---------------------	--------------



### Attachment B, Amendment #2 Pricing and Discounts

Router XS	\$550
Router S	\$550
Router M	\$550
Router L	\$920
Router XL	\$920
Switch XS	\$550
Switch S	\$550
Switch M	\$550
Switch L	\$920
Switch XL	\$920
Card	\$55
Module	\$55
M13 Multiplexer	\$665
CSU/DSU	\$185
IAD	\$405
Modem	\$30
Shelf	\$80
Wireless LAN AP	\$275
Port Servers	\$250
Gateway XS	\$655
Gateway S	\$655
Gateway M	\$750
Gateway L	\$1,650
Gateway XL	\$1,950
Phone	\$30
Appliance XS	\$655
ApplianceS	\$655
Appliance M	\$750
Appliance L	\$1,650
Appliance XL	\$1,950
Probe XS	\$655



**Attachment B, Amendment #2  
Pricing and Discounts**

Probe S	\$655
Probe M	\$750
Probe L	\$1,650
Probe XL	\$1,950
No Labor	\$0
Software	\$0
Cable	\$0
Fan	\$0
Power Supply	\$0
Memory	\$0
Misc Included	\$0

**• EQUIPMENT RENTAL**

The factors below apply to the sales price and result in the MRC (which includes VDM-N Maintenance).

Rental is not available for all equipment – Sales should validate rental availability before quoting.

Terms	Rental Factor
MTM	0.125
12 Months	0.11
24 Months	0.08
36 Months	0.07

Example Rental Calculation:

Cisco list price is \$1,000. Net purchase price to customer is \$650 (b/c of the 35% discount)

If they want a 2-year rental take  $\$650 \times .08 = \$52$  MRC for the rental

**• JUNIPER EQUIPMENT & MAINTENANCE**

Juniper equipment 32% off list  
Juniper maintenance 0% off list



**Attachment B, Amendment #2  
Pricing and Discounts**



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

14

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

**FROM:** Jon Klusmire, Museum Services Administrator

**FOR THE BOARD MEETING OF:** August 27, 2013

**SUBJECT:** Request to authorize payment for Inyo County advertisement in the 2014 edition of the California Visitors Guide and Travel Planner.

**DEPARTMENTAL RECOMMENDATION:** Request your Board approve a payment from the 2013-14 Advertising County Resources Budget, 011400, to California Travel Media for a total of \$11,356 for an Inyo County one-third-page advertisement in the 2014 California Visitors Guide to take advantage of various discounts totaling \$5,344.

**SUMMARY DISCUSSION:** Advertising in the California Travel and Tourism Commission's California Visitors Guide and Travel Planner and taking advantage of the publicity component linked to the Travel Guide has been, and remains the foundation for Inyo County's marketing and public relations campaigns. A new ad has been created for the 2014 edition. The ad presents the variety of the County's attractions, from Death Valley to Fall Colors to Fishing and Outdoor Recreation. The ad is attached.

The cost for ads in the Visitor's Guide, and linked Public Relations opportunities offered by the California Travel and Tourism Commission (CTTC), has remained reasonable in recent years, especially when compared to the recent past. For example, in 2007, the Inyo County Coalition of Chambers of Commerce bought a one-third-page ad in the High Sierra Section of the Guide, costing \$16,394. Two years later, in 2009, Strategic Marketing Group bought the same size, Inyo County ad for \$11,134. Over the past several years, the price of the same sized ad has fallen below \$10,000, and only now has started to increase to about the same price as in 2009.

The 2014 "open rate" for the one-third page ad in the High Sierra Section is \$16,700, but deducting the discounts of \$5,344, the final cost is \$11,356.

After placing ads in both the High Sierra and Desert Sections of the Guide for the past two years, it was decided to highlight Death Valley and the County's High Sierra attractions in a single ad. The two-ad combination (which is about \$15,500) did not generate more requests for information than the single ad generated in past years.

Advertising in the California Visitors Guide has proven to be a sound marketing investment and has become a primary component of the County's overall marketing strategy. The Guide has a circulation of more than 500,000 copies, and is the primary fulfillment piece mailed or otherwise distributed to potential visitors to California from the United States and the rest of the world. As an advertiser, Inyo County receives names and addresses ("leads") of people interested in visiting our region. These leads are shared with the County's Chambers of Commerce which provide information about their town and region either via e-mail or a mailing. Inyo County staff mails an Inyo County Visitor Guide to those seeking more information. To date, Inyo County has received about 900 leads from the 2013 California Visitors Guide, which is the same pace as in previous years when between 1,800 and 2,000 information requests were generated through the California Visitor Guide.

Interestingly, about 20-30 percent of the "leads" are from Californians, which makes the Visitors Guide a proven avenue to reach potential in-state visitors.

The County and each Chamber of Commerce in the County receives a free listing in the guide, which contains the address, website, e-mail, phone number, etc. for those seeking more information.

The California Travel and Tourism Commission sustains a yearly, \$50 million national and international advertising campaign to promote California Tourism, and has satellite offices in Europe, Mexico and other locations. The ad campaign and the Visitors Guide drive more than 1 million visitors to [www.visitcalifornia.com](http://www.visitcalifornia.com). The webpage provides additional stories and information about Inyo County and its individual chambers of commerce to potential visitors.

As an advertiser in the California Visitors Guide, Inyo County and its Chamber partners also have the opportunity to generate publicity through the CTTC web page, press releases, and story leads for travel writers. On average, about three "story leads" per month are sent out from CTTC asking for information for a potential story about travelling in California. The stories run the gamut from hikes with dogs to wine tasting tours to hotel and motel discounts for special events or holidays. These leads are also sent to local chambers to disperse to their members and other local businesses or attractions. More importantly, CTTC seeks out information for quarterly press releases and web page updates about each region, which allows Inyo County to highlight its many attractions. Information about attractions (from museums to rock climbing to fishing) and events (Mule Days, Fourth of July, and LP Film Festival) can also be uploaded onto the CTTC webpage, which is an ongoing process.

**ALTERNATIVES:** The Board could deny the request.

**OTHER AGENCY INVOLVEMENT:** County Administrative Officer and Auditor/Controller.

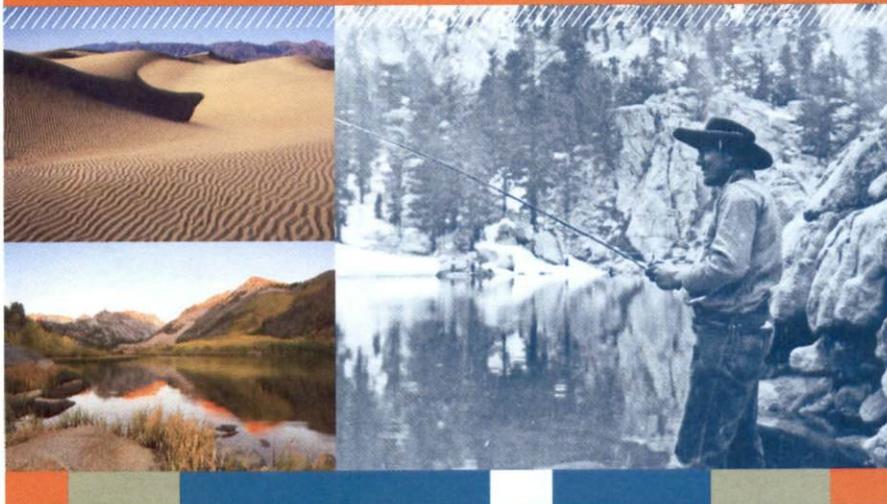
**FINANCING:** The 2013-14 Advertising County Resources Budget (011400) is financed from the General Fund. Payment for these ads will be taken from the Advertising County Resources Budget (011400) Advertising (5263), which has a board-approved allocation of \$35,000.

**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: <u>yes</u> Date <u>8/15/2013</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>8/19/13</u>
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:**  Date: 8-19-13  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

# inyo county



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**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

15

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** August 27, 2013

**SUBJECT:** Personnel Services Contract

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve: A) Ratify the contract between the County of Inyo and Nathan Reade for the provision of personal services as the Agricultural Commissioner/Sealer at a monthly base salary of \$8,200 effective August 20, 2013 and authorize the Chairperson to sign.

**SUMMARY DISCUSSION:**

At the conclusion of interviews and negotiations, your Board directed Staff to prepare this contract and bring it to your Board for final consideration and action. This is standard contract 203, which outlines all the terms and condition of employment.

**ALTERNATIVES:**

Your Board could choose to not approve this contract and re-negotiate the terms and conditions.

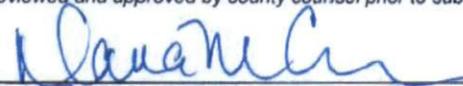
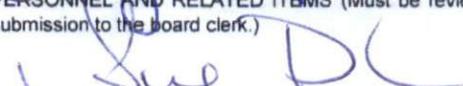
**OTHER AGENCY INVOLVEMENT:**

County Counsel  
 Personnel

**FINANCING:**

This position will be budgeted in FY 2013/14 Agricultural Commissioner 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: <u>yes</u> Date <u>8/22/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>8/22/13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>8/22/13</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)



Date: 08-22-2013

**AGREEMENT BETWEEN THE COUNTY OF INYO, COUNTY OF MONO  
AND NATHAN READE  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**INTRODUCTION**

WHEREAS, Nathan Reade (hereinafter referred to as "Officer") has been duly appointed as Agricultural Commissioner and Director of Weights and Measures for Inyo County and for Mono County; and

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

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Officer shall furnish to the Counties, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Officer under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and Counties' laws, ordinances, resolutions, and directions.

**2. TERM.**

The term of this Agreement shall be from August 20, 2013 until terminated as provided below.

**3. CONSIDERATION.**

A. Compensation To Officer. County of Inyo shall pay Officer in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Officer.

B. Travel and Per Diem For Officer. County of Inyo shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County of Inyo reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the proper approval of the County of Inyo.

C. No Additional Consideration To Officer. Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from Counties, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

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

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

F. County of Mono Compensation to County of Inyo. County of Mono, on or before August 20th of each year that this Agreement is in effect, and within 30 days after this Agreement is terminated, shall pay County of Inyo fifty percent (50%) of the consideration, cost of any licenses, certificates, permits, office space, supplies, equipment, staff, motor vehicles, etc., paid, or provided by County of Inyo to Officer under this Agreement for the preceding fiscal year (July 1 to June 30). For purposes of annual expense calculations, revenue shall not include subventions directed to the individual counties. Subventions made jointly payable to Inyo and Mono Counties shall be included as revenue.

#### **4. WORK SCHEDULE.**

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. In doing so, Officer shall maintain normal officer hours during the workday. Officer is expected to devote necessary time outside normal office hours to meet his obligation to perform the services and work as required by statute and the Counties. Officer shall schedule any appointments for medical treatment, or other personal appointments so as to minimize the inconvenience to the fellow employees and on his ability to perform work.

#### **5. ANNUAL REVIEW.**

The Board of Supervisors will review Officer's performance annually. As a result of those reviews, the Board of Supervisors may amend this Contract to provide an increase or decrease in Officer's compensation.

#### **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement. Further, during the term of this Agreement, Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. The County of Inyo will pay the cost of the licenses, certificates, and permits necessary for Officer to meet requirements of Federal, State of California or the Counties of Inyo or Mono to fulfill assigned duties. All other licenses, certificates, and permits will be procured and maintained in force by Officer at no expense to the Counties. Officer will provide Counties, at Counties' request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Officer and Counties as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, Counties reserve the right to make such determinations for purposes of this Agreement.

#### **7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

County of Inyo shall provide Officer with such office space within Inyo County, supplies, equipment, motor vehicles, reference materials, telephone service, and staff as is deemed necessary by the County of Inyo for Officer to provide the services identified in Attachment A to this Agreement. Mono County will provide officer with office space within its county as it deems necessary.

**8. COUNTY PROPERTY.**

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

B. Products of Officer's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or product of, Officer's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the Counties. At the termination of the Agreement, Officer will convey possession and title to all such properties to County.

**9. WORKERS' COMPENSATION.**

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

**10. STATUS OF OFFICER.**

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Agricultural Commissioner, Director of Weights & Measures, and County Pesticide Use Enforcement Officer of the Counties. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the Counties, except as expressly provided by law or set forth in Attachment A.

**11. DEFENSE AND INDEMNIFICATION.**

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

**12. TERMINATION AND DISCIPLINE.**

This Agreement may be terminated without cause, by either County, at the expiration of Officer's four (4) year statutory term of Office as Agricultural Commissioner and/or Director of Weights by such County, or Counties, giving to Officer written notice of intent to terminate at least ninety days (90) days before the expiration of such term of office. If County, or Counties, does not give such notice at least ninety (90) days before expiration of Officer's term of office, Officer will be reappointed for another four (4) year term. Failure of either County, or both, to reappoint Officer as the Agricultural Commissioner and the Director of Weights and Measures, terminates this Agreement.

Officer may be removed at any time as the Agricultural Commissioner for either County as provided by Section 2181 et seq. of the California Food and Agricultural Code. Officer may be removed at any time as the Director of Weights and Measures for either County as provided in Section 12214 of the California Business and Professions Code. Such removal from either office in either or both Counties terminates this Agreement.

Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to Counties.

**13. ASSIGNMENT.**

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

**14. NONDISCRIMINATION.**

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

**15. CONFIDENTIALITY.**

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the Counties, shall be privileged, restricted, or confidential.

Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

**16. CONFLICTS.**

Officer agrees that he has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Officer agrees to complete and file appropriate conflict of interest statements.

**17. POST AGREEMENT COVENANT.**

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

**18. ATTORNEY'S FEES.**

If any of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, or revision of the Agreement, the

prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

**19. AMENDMENT.**

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

**20. NOTICE.**

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

County of Inyo  
County Administrative Office Department  
P.O. Drawer N Address  
Independence, CA 93526 City and State

County of Mono  
Department  
Address  
City and State

Officer  
Nathan Reade Name  
P.O. Box 55 Address  
Independence, CA 93526 City and State

**21. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN THE COUNTY OF INYO, COUNTY OF MONO  
AND NATHAN READE  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

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

**COUNTY OF INYO**

**COUNTY OF MONO**

By: \_\_\_\_\_

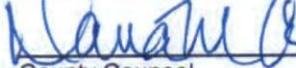
By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

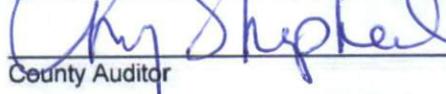
APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

  
\_\_\_\_\_  
Director of Personnel Services

\_\_\_\_\_  
Director of Personnel Services

**OFFICER**

By:  \_\_\_\_\_

Dated: 8-22-13 \_\_\_\_\_

**ATTACHMENT A**

**AGREEMENT BETWEEN THE COUNTY OF INYO, COUNTY OF MONO  
AND NATHAN READE  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM: August 20, 2013 TO: TERMINATION**

**SCOPE OF WORK:**

1. Officer shall perform the duties of the Agricultural Commissioner for the County of Inyo and the County of Mono as provided in Sections 2001 et seq. of the California Food and Agricultural Code;
2. Officer shall perform the duties of the Sealer/Director of Weights and Measures for the County of Inyo and the County of Mono as provided in Section 12200 of the California Business & Professions Code;
3. Officer shall perform the duties of County Pesticide Use Enforcement Officer as provided in the California Food and Agricultural Code, Sections 1401 et seq.
4. Officer is authorized to enter into enforcement and service contracts with other governmental agencies as directed by Inyo County Resolution No. 84-27 and Mono County Resolution No. 84-31 or as amended by each respective Board.

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**ATTACHMENT B**

**AGREEMENT BETWEEN THE COUNTY OF INYO, COUNTY OF MONO  
AND NATHAN READE  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM: August 20, 2013 TO: TERMINATION**

**SCHEDULE OF FEES:**

1. Subject to Paragraph 4 below, County will pay Officer a salary of Eight Thousand Two Hundred Dollars (\$8,200.00) per month.
2. The Board of Supervisors will evaluate Officer's salary every two (2) years.
3. Subject to exceptions in this Schedule of Fees, County will provide Officer with the same benefits, allowances, and other forms of compensation which County provides to County Department Heads as a group.
4. County will make the same adjustments to Officer's salary, benefits, allowances, and other forms of compensation which County from time-to-time may, in its discretion, make to salaries, benefits, allowances, and other forms of compensation of other County department heads as a group.
5. County will provide and maintain a motor vehicle for Officer's use; such vehicle will be assigned to Officer for his exclusive use as required by his twenty-four hour emergency and professional response requirements within the County. The vehicle may only be used for business purposes according to Inyo County policy and may be stored at Officer's residence.
6. Officer is entitled to eighty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year.

**ATTACHMENT C**

**AGREEMENT BETWEEN THE COUNTY OF INYO, COUNTY OF MONO  
AND NATHAN READE  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM: August 20, 2013 TO: TERMINATION**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

1. Subject to paragraph 2 below, County will reimburse Officer for travel and per diem expenses in the same amount and to the same extent as the County reimburses its permanent status merit system employees.
2. Officer will not be reimbursed for travel by private automobile in Inyo and/or Mono Counties.

**/// NOTHING FOLLOWS ///**



## 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

14

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 27, 2013

SUBJECT: Award the Propane Contract to Amerigas for liquefied propane gas (LPG) for Inyo County Facilities located in Bishop, Big Pine, Lone Pine and Independence.

### DEPARTMENTAL RECOMMENDATIONS:

1. Request Board award the Contract between the County of Inyo and Amerigas of Bishop, CA for the provision of liquefied propane gas (LPG) for County facilities located in Bishop, Big Pine, Independence and Lone Pine for the period September 1, 2013 through June 30, 2016 in an amount not to exceed \$601,498.00, contingent upon available funding and the Boards adoption of future budgets; and
2. Authorize the Chairperson to sign the contract; and
3. Direct that payments be made from the various County Departments that use LPG for heating.

### CAO RECOMMENDATIONS:

### SUMMARY DISCUSSION:

On August 14, 2013, bids were received to supply LPG to County offices in Bishop, Big Pine, Independence and Lone Pine. Two (2) bids were received with Amerigas being the lowest at \$0.29 per gallon (see attached bid summary).

For your Board's information, Amerigas submitted, as the low bidder, a \$0.29 cent markup over the base rack price for propane as published in the Weekly Propane Newsletter for the McKittrick, California (weekly posted price for the product). Compared to the last contract this is an increase of \$0.12/gallon. These bids were based on an estimated usage of 105,895 gallons per year. Keep in mind that propane costs fluctuate, and our opinion is that the price for LPG will continue to escalate with the price of all heating oils, so we may see a significant increase over the next three years.

### ALTERNATIVES:

The alternative to the above is to not approve the Contract and discontinue providing LPG to our facilities at contract price. This would not be the preferred alternative as most of our facilities require LPG to heat the interior space, and our contract price is considerably lower than the normal rate charged for LPG (current commercial price is \$2.34 per gallon).

### OTHER AGENCY INVOLVEMENT:

The Office of County Counsel for approval of the Contract, the Auditor's Office for processing payments; the various offices that use LPG for heating and pay the LPG invoices, and the Public Works Department for contract oversight.

### FINANCING:

This will be a budgeted General Fund expenditure through the Maintenance of Building and Grounds budget #011100, Object code 5351, Utilities, and the other departments that use LPG will make their payments directly to the vendor.

**APPROVALS**

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

*[Signature]* Approved: yes Date 8/20/13

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

*We are unable to verify budget authority at this time; financing is spread across multiple departments.* *[Signature]* Approved: yes Date 8/21/13

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)

*[Signature]* Date: 8/22/13

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Amerigas**  
**FOR THE PROVISION OF Liquefied Propane Gas SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Liquefied Propane Gas services of Amerigas of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from September 1, 2013 to June 30, 2016 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$601,498.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

**4. WORK SCHEDULE.**

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

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional

licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

#### **7. COUNTY PROPERTY.**

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

#### **8. WORKERS' COMPENSATION.**

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

#### **9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

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

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

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

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

**11. DEFENSE AND INDEMNIFICATION.**

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

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

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

**12. RECORDS AND AUDIT.**

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

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

**13. NONDISCRIMINATION.**

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

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

**18. CONFIDENTIALITY.**

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**23. ATTORNEY'S FEES.**

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

**24. AMENDMENT.**

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

**25. NOTICE.**

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

County of Inyo	
<u>PUBLIC WORKS</u>	Department
<u>PO DRAWER Q</u>	Street
<u>INDEPENDENCE, CA 93526</u>	City and State

Contractor:	
<u>Amerigas</u>	Name
<u>1230 N. Main Street</u>	Street
<u>Bishop, CA 93514</u>	City and State

**26. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Amerigas**  
**FOR THE PROVISION OF Liquefied Propane Gas SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: \_\_\_\_\_

By:  \_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

Print or Type  
JEFF PAHLOW

Dated: 8-15-2013

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Amerigas  
FOR THE PROVISION OF Liquefied Propane Gas SERVICES**

**TERM:**

**FROM:** September 1, 2013      **TO:** June 30, 2016

**SCOPE OF WORK:**

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Required Propane Gas

Bid Opening Date: 8-14-13 Location: County Admin Center

	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bond
1.	<i>Suburban Propane</i>	<i>\$ .34</i>			
2.	<i>Amerigas</i>	<i>\$ .29</i>			
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Opened By: *Fabrice Bunsalley*

Present: *Denise Hayden*  
 \_\_\_\_\_  
 \_\_\_\_\_



EXHIBIT A  
SCOPE OF WORK

SCOPE OF WORK AND SPECIFICATIONS  
FOR  
PRODUCT PURCHASE AGREEMENT  
BETWEEN COUNTY OF INYO AND

AAERIGAS  
FOR

LIQUEFIED PROPANE GAS FOR ALL COUNTY FACILITIES  
LOCATED IN  
BISHOP, BIG PINE, INDEPENDENCE, AND LONE PINE  
THROUGH JUNE 30, 2016

Seller shall supply such Liquefied Propane Gas (fuel) as County needs during the term of this Agreement in accordance with the terms and conditions of this agreement. Notwithstanding any estimated quantities set forth in the Bid or in any other document, County shall have no obligation to accept any minimum or maximum amount of fuel from Seller.

1. Fuel Specifications

Seller shall supply the following type of fuel, which shall meet or exceed the Specifications indicated (herein "Fuel"):

Fuel Types

Liquefied Propane Gas

Specifications

The Propane Gas is more specifically described as follows:

A flammable gaseous paraffin hydrocarbon  $\text{CH}_3\text{CH}_2\text{CH}_3$  that is heavier than air, occurs naturally in crude petroleum and natural gas and is chiefly used as fuel. Commercial propane shall have a special gravity of 0.504 A 60 degrees F, an ignition temperature in air of 920-112-degrees F with a maximum flame temperature of 3505 degrees F.

Its limits of flammability in air by percentage shall at the lower end be 2.15% and at the high end, 9.60%.

The latent heat of vaporization at boiling point shall be a minimum of 184 BTU per pound or 773 BTU per gallon with the total heating values after vaporization of 2,488 BTU per cubic foot, 21,548 BTU per pound or 91,502 BTU per gallon. Upon written request from County, Seller shall provide County with a manufacturer's certification for any fuel delivered pursuant to this Agreement.

2. Fuel Supply and Delivery

**EXHIBIT A  
SCOPE OF WORK**

Seller shall supply and deliver fuel as needed by the County to the locations within Inyo County as needed by the County as indicated in Attachment 1 to Exhibit B, entitled Specifications, Bid Sheet, and Bid Price Schedule.

Seller shall monitor and maintain an adequate supply of fuel in the fuel tanks at the specified locations.

Seller shall deliver fuel on working days between the hours of 7:30 a.m. and 4:00 p.m. unless otherwise notified in writing by County.

**3. Tank Installation, Maintenance and Rental**

- a) If a fuel tank owned by the County is not located at any of the locations referenced in paragraph 2 above, Seller will install and maintain a fuel tank at such location at seller's expense.

**4. Appliance Servicing**

Seller will provide service, including maintenance and repair, to appliances using Liquefied Propane Gas at the locations referenced in paragraph 2 above. Such service will be provided by Seller in a reasonably prompt manner upon request by County. Such requests will be made by the County Director of Public Works or his/her designee. County will notify Seller in writing of the persons designated and authorized to request service under this Agreement. Seller will be compensated for providing requested servicing as set forth in Exhibit B ("Schedule of Fees") to this Agreement.

**5. Additional Insurance Requirements**

In addition to the insurance coverages which Seller is required to maintain pursuant to other provisions of this Agreement, Seller shall obtain and maintain during the term of this Agreement broad form pollution liability coverage in the amount of \$1,000,000.00. Seller shall name the County of Inyo as an additional insured, shall provide County with evidence of coverage, and in all other respects comply with the other provisions of this Agreement which apply to the insurance coverages which Seller is required to obtain and maintain pursuant to this Agreement, as more fully described in Exhibit "C" attached hereto.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Amerigas  
FOR THE PROVISION OF Liquefied Propane Gas SERVICES**

**TERM:**

**FROM:** September 1, 2013      **TO:** June 30, 2016

**SCHEDULE OF FEES:**

EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

**EXHIBIT B  
SCHEDULE OF FEES**

**SCHEDULE OF FEES**

**FOR  
PRODUCT PURCHASE AGREEMENT  
BETWEEN COUNTY OF INYO AND**

  
\_\_\_\_\_  
**FOR**

**LIQUIFIED PROPANE GAS FOR ALL COUNTY OFFICES  
LOCATED IN  
BISHOP, BIG PINE, INDEPENDENCE, AND LONE PINE  
THROUGH JUNE 30, 2016**

Seller shall supply Liquefied Propane Gas upon request by County at the Contract Price, which is based upon the Bid Price submitted by Seller in the bid pursuant to which this Agreement is awarded, and which is incorporated into, and made a part of, this Agreement; the Contract Price is determined as follows:

**1. Base Price.**

All Liquefied Propane Gas prices per gallon in Seller's bid and the agreement awarded pursuant to the bid shall be based upon the price per gallon ("Base Price") published in the Weekly Propane Newsletter as follows for Liquefied Propane Gas to be supplied by Seller pursuant to this Agreement:

- (a) The Warren Gas Liquids – San Francisco, CA weekly price

**2. Bid Price.**

The Bid Price for Liquefied Propane Gas shall be the dollar amount per gallon, excluding the Base Price and all applicable taxes, at which Seller will supply the Liquefied Propane Gas in accordance with the specifications, terms, and conditions of this Agreement.

The Bid Price for Liquefied Propane Gas to be supplied by Seller pursuant to this Agreement is the same as the Bid Price set forth in Bid Price Schedule is included in Attachment "1" and incorporated herein by this reference.

**3. Contract Price**

- (a) Base Price per gallon for the Liquefied Propane Gas as determined by utilizing the applicable Warren Gas Liquids - San Francisco, CA price which is published in the Weekly Propane Newsletter on a date which is the same as, or as near as possible to, the date the Liquefied Propane Gas is delivered; and

**EXHIBIT B**  
**SCHEDULE OF FEES**

(b) All applicable taxes.

4. Compensation to Seller for Liquefied Propane Gas.

Seller shall be entitled to payment at the Contract Price per gallon only for Liquefied Propane Gas supplied and delivered pursuant to this Agreement and after submitting an itemized written invoice to County as otherwise provided in this Agreement. Contractor shall not be entitled to any other compensation, reimbursement, or other payment by County for any Liquefied Propane Gas supplied.

5. Reimbursement to County for Remaining Liquefied Propane Gas.

The County shall be reimbursed for any product remaining in Seller owned tanks after the contract has expired. Reimbursement shall be paid at the Bid Price as indicated herein. The payment of reimbursement shall be no later than thirty (30) days from the expiration of the agreement.

**EXHIBIT B**  
**SCHEDULE OF FEES**

**SPECIFICATIONS, BID SHEET, AND BID PRICE SCHEDULE**  
**LIQUIFIED PROPANE GAS FOR ALL COUNTY FACILITIES**  
**LOCATED IN**  
**BISHOP, BIG PINE, INDEPENDENCE, AND LONE PINE**  
**THROUGH JUNE 30, 2016**

**I. Specifications.**

This bid is for Liquefied Propane Gas to be delivered to various County locations in Bishop, Big Pine, Independence and Lone Pine. This bid covers delivery of Liquefied Propane Gas to the County for those locations for a period of approximately three years, through June 30, 2016. The specifications for delivery and sale of the Liquefied Propane Gas are set forth in the attached Agreement into which this Attachment 1 is incorporated into and made a part of. Agreements for the delivery and sale of Liquefied Propane Gas will be awarded on the basis of the lowest responsive bidder for the locations listed above. This bid and the Agreement resulting therefrom will include tank installation, rental and maintenance, and appliance servicing. All bids are made pursuant to the terms and conditions set forth in the attached Agreement and the terms and conditions in the attached Agreement will be the conditions under which Agreements will be awarded to the successful bidders.

**II. Liquefied Propane Gas Sale and Delivery Bid Prices.**

Liquefied Propane Gas is to be delivered the various locations in Bishop, Big Pine, Independence and Lone Pine as listed below. Quantities set forth here in are the County's estimate of Liquefied Propane Gas usage at the location for a one (1) year period. The Bid Price for Liquefied Propane Gas shall be the dollar amount per gallon, excluding all applicable taxes, at which the bidder will supply and deliver the Liquefied Propane Gas in accordance with the specifications, terms, and conditions of the attached Agreement. It is understood that the Contract Price, as that term is defined in Exhibit B of the attached Agreement, is the price per gallon for Liquefied Propane Gas which equals the sum of the Bid Price per gallon, the Base Price per gallon, and all applicable taxes. It is understood that the Base Price as defined in Exhibit B of the Agreement will fluctuate from time to time during the term of the Agreement. However, the Bid Price for each location will remain fixed and shall not fluctuate during the term of the Agreement.

**EXHIBIT B  
SCHEDULE OF FEES**

**INYO COUNTY LIQUIFIED PROPANE BID PACKAGE**

**BID PRICE SCHEDULE**

**COUNTY OWNED TANKS**

<b>LOCATION NUMBER</b>	<b>ESTIMATED QUANTITY GALLONS/YEAR</b>	<b>LOCATION ADDRESS</b>	<b>BID PRICE</b>
1	25000	Courthouse Annex tanks 168 N. Edwards Street Independence, CA	.29
2	2900	Eastern Sierra Museum 155 N. Grant Street Independence, CA	.29
3	2500	Independence Legion Hall 205 S. Edwards Street Independence, CA	.29
4	1000	Millpond Sawmill Road Bishop, CA	.29
5	1000	Bishop Road Yard 3236 W. Line Street Bishop, CA	.29
6	500	Big Pine Care Center Pump House County Road Big Pine, CA	.29
7	200	Big Pine Transfer Station	.29

**EXHIBIT B  
SCHEDULE OF FEES**

**INYO COUNTY LIQUIFIED PROPANE BID PACKAGE**

**VENDOR SUPPLIED TANKS**

<b>LOCATION NUMBER</b>	<b>ESTIMATED QUANTITY GALLONS/YEAR</b>	<b>LOCATION ADDRESS</b>	<b>BID PRICE</b>
8	1100	Bldg. & Maintenance Shop 190 Jackson Street Independence, CA	.29
9	1000	Superintendent of Schools 135 S. Jackson Street Independence, CA	.29
10	15000	Juvenile Detention Facility 201 Mazourka Street Independence, CA	.29
11	25000	Jail Facility 550 S. Clay Street Independence, CA	.29
12	1000	Motor Pool Office 136 Jackson Street Independence, CA	.29
13	2500	District 3 Road Yard 750 S. Clay Street Independence, CA	.29
14	4000	Statham Hall 138 N. Jackson Street Lone Pine, CA	.29
15	1500	Millpond Sawmill Road Bishop, CA	.29
16	Total Airport Usage 4000	Bishop Airport Airport Road Bishop, CA For a total of 5 tanks a. Pump House b. Building 5 c. Building 7 d. Terminal Bldg. & Restaurant Bishop, CA	.29
17	1000	Bishop Seniors 506 Park Avenue Bishop, CA	.29

**EXHIBIT B  
SCHEDULE OF FEES**

This Bid was received on 8-14, 2013 at 12:04 pm.  
**ATTEST:** Kevin D. Carunchio  
 County Administrative Officer and Clerk of the Board  
 Inyo County, California

By P. Dunsell  
 Assistant

**INYO COUNTY LIQUIFIED PROPANE BID PACKAGE**

**VENDOR SUPPLIED TANKS**

LOCATION NUMBER	ESTIMATED QUANTITY GALLONS/YEAR	LOCATION ADDRESS	BID PRICE
18	3000	Bishop Library 208 Academy Street Bishop, CA	.29
19	1000	Bishop Road Shop 701 S. Main Street Bishop, CA	.29
20	800	Search & Rescue Bishop Airport	.29
21	500	Quonset Hut Bishop Airport	.29
22	2500	Bishop Landfill Sunland Res Road Bishop, CA	.29
23	2400	Big Pine Town Hall 150 Dewey Street Big Pine, CA	.29
24	900	Animal Shelter County Road behind Big Pine Convalescent Hospital Big Pine, CA	.29
25	285	Big Pine Road Yard 150 Dewey Street Big Pine, CA	.29
26	1000	Lone Pine Landfill Substation Road Lone Pine, CA	.29
27	600	Bishop Probation 912-914 N. Main Street Bishop, CA	.29
28	1200	Bishop Wellness Center 130 Short Street Bishop, CA	.29
29	3500	Progress House 536 N. Second Street Bishop, CA	.29
<b>TOTAL ESTIMATED GALLONS: 106,885 PER YEAR FOR COUNTY OWNED &amp; VENDOR SUPPLIED TANKS</b>	<b>BID PRICE FOR ALL COUNTY LOCATIONS</b>		

**EXHIBIT B  
SCHEDULE OF FEES**

**INYO COUNTY LIQUIFIED PROPANE BID PACKAGE**

**III. Appliance Servicing.**

Seller will provide service, including maintenance and repair of appliances utilizing Liquefied Propane Gas at the locations set forth in Section II above at the following rates:

Servicing of appliances: \$ 80.<sup>00</sup> (Labor only/per hour);

Any parts necessary to repair and maintain such appliances will be paid for by the County at Seller's ACTUAL COST.

BY: Amelias  
Name of Bidder

Dated: 8-13-2013

[Signature]  
Signature

Executed at: \_\_\_\_\_

DIST manager  
Title

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Amerigas  
FOR THE PROVISION OF Liquefied Propane Gas SERVICES**

**TERM:**

**FROM:** September 1, 2013                      **TO:** June 30, 2016

**Form W-9**

**Request for Taxpayer  
Identification Number and Certification**  
*(Please submit W-9 form with Contract, available on-line or by County)*

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Amerigas  
FOR THE PROVISION OF Liquefied Propane Gas SERVICES**

**TERM:**

**FROM:** September 1, 2013      **TO:** June 30, 2016

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 6**

### **Insurance Requirements for Environmental Contractors and/or Consultants**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 07 04 covering CGL on an "occurrence" basis, including products-completed operations, property damage, bodily injury, & personal injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than **\$1,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year,

#### ***Deductible and Self Insured Retentions***

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

#### ***Other Insurance Provisions***

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
  1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 38 04 13).

2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. (Endorsement ISO CG 20 01 Required).
  3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
  2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
  4. A copy of the claims reporting requirements must be submitted to the Entity for review.
  5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

#### ***Verification of Coverage***

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to

require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of subrogation which any insurer may acquire against Entity, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents, and subcontractors.

***Subcontractors***

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

***Special Risks or Circumstances***

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



## 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: August 27, 2013

SUBJECT: Approve Amendment #9, extending the contract term and amount with Owenyo Services for the operation and maintenance of the Independence, Lone Pine and Laws Town Water Systems.

### DEPARTMENTAL RECOMMENDATIONS:

1. Approve Amendment #9 to the current Standard Contract #116 with Owenyo Services for the operation and maintenance of the Independence, Laws, and Lone Pine town water systems, extending the term through December 31, 2013 unless terminated earlier; and increasing the total contract amount not to exceed \$2,104,895.84.
2. Authorize the Chairperson to sign the Amendment to the Contract contingent upon the appropriate signatures being obtained and contingent upon adoption of future budgets.

### CAO RECOMMENDATION:

### SUMMARY DISCUSSION:

Inyo County first entered into an agreement with Owenyo Services to provide operations and maintenance services for the Lone Pine, Independence and Laws water distribution systems on June 15, 1999. The current agreement with Owenyo Services was approved on June 26, 2007, and has been extended 8 times previously, most recently on June 25, 2013 for two months to extend to August 31, 2013. That extension was to provide staff more time to evaluate the proposals and negotiate a contract for a longer term agreement for the operation and maintenance of the water systems.

Based on direction provided by the Board on August 20, 2013, to provide additional information and identify options for the Board to consider regarding the operations and funding of the water systems, staff is requesting that the operations and maintenance contract with Owenyo Services be extended. Owenyo Services has agreed to continue to provide the services included in the contract for up to an additional four months at the same monthly cost as the existing contract (\$26,985.83 per month).

### ALTERNATIVES:

Your Board could deny the amendment to this contract and direct the Public Works Department to operate and maintain the system using county forces, however, that is not recommended as the Public Works Department does not have sufficient staffing or appropriate certificates to accomplish it.

Your Board could extend the current agreement for a shorter term. This is not recommended because the agreement can be terminated earlier if all the issues are resolved and staff is prepared to submit the recommendation earlier.

### OTHER AGENCY INVOLVEMENT:

County Counsel

Auditor

**FINANCING:**

Financing for this contract is included in the Preliminary and Proposed 2013-2014 budgets for the Lone Pine, Independence, and Laws water systems (152101, 152201, and 152301), object code 5265, Professional & Special Services. The funding is generally from water user fees established by Inyo County Ordinance 1008.

**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: <u>yes</u> <u>8/21/2013</u> Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>yes</u> Date <u>8/21/13</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:** [Signature] Date: 8/22/13  
(Not to be signed until all approvals are received)

**AMENDMENT NUMBER 9 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Owenyo Services**

**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Owenyo Services of Lone Pine, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of goods dated June 26, 2007, on County of Inyo Standard Contract No. 116, for the term from July 1, 2007 to June 30, 2010.

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

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

County and Contractor hereby amend such Agreement as follows:

Amend Section 2 TERM, to read as follows

2. TERM

The term of the agreement shall be from July 1, 2007 to December 31, 2013 unless terminated as provided below.

Amend Section 3, CONSIDERATION, D. to read as follows:

3. D. Limit upon the amount payable under Agreement. The total sum of all payments made by the County to contractor for services and work performed under this Agreement shall not exceed \$2,104,895.84.

The effective date of this amendment to the Agreement is August 27, 2013.

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

**AMENDMENT NUMBER 9 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Owenvo Services  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

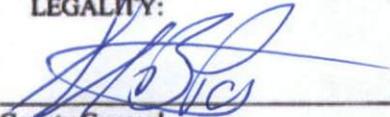
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
  th DAY OF   August  , 2013.

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

  
\_\_\_\_\_  
County Auditor

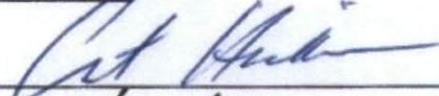
APPROVED AS TO PERSONNEL  
REQUIREMENTS:

\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager

**CONTRACTOR**

By: 

Dated:   8/21/13  

Taxpayer's Identification Number:

  77-0516844



**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

18

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 27, 2013

SUBJECT: See Vee Lane Extension - Permission to Enter Los Angeles Department of Water and Power (DWP) Property

**DEPARTMENTAL RECOMMENDATIONS:** Approval of the letter permitting county staff and their contractor to enter DWP property to perform land surveys and environmental investigations for the proposed extension of See Vee Lane.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** The proposed extension of See Vee Lane would consist of extending See Vee Lane from its intersection with U. S. 395, possibly to Choctaw Lane, and signaling the intersection at U.S. 395. Some of the streets in Highlands would then be extended eastward to connect to the new See Vee extension. The objective of the project is to provide safer access to the Highlands Mobile Home Park (Highlands). Studies for the Bishop Area Access and Circulation Feasibility Study (BAACFS), which was prepared by Caltrans District 9 in 2003 at the request of the Inyo County Local Transportation Commission, indicated a high rate of accidents on U.S. 395 between See Vee and Pa Ha Lanes. One of the possible reasons for the high rate of accidents was identified as conflicts at the entrance/exit to Highlands. The BAACFS recommended extending See Vee Lane to Choctaw Drive and signaling the intersection at U.S. 395 to give Highlands residents a safer and shorter way to access U.S. 395. The project is being driven by Caltrans District 9. This phase of the project is 100 percent eligible for funding by the State Transportation Improvement Program (STIP). Currently, there is \$250,000 programmed for the feasibility study phase of the project.

The planned approach to the project at this time is to conduct feasibility studies that would consist of land surveying to develop a base map for the project; traffic circulation studies to determine the potential effects on traffic patterns in Highlands; biologic, cultural, and wetlands delineation studies to assess whether the project is feasible from an environmental standpoint; and conceptual design of alternatives for the alignment of the See Vee Lane extension.

After these studies have been completed, and if the results indicate that the project is feasible and cost-effective, a public meeting would be held so that residents and management of Highlands and other interested parties could provide their input and concerns. Caltrans and Inyo County would lead the meeting. During the meeting, the results of the studies would be presented, alternatives for the alignment of the See Vee Lane extension and the eastward extension of streets in Highlands would be discussed.

The project may be controversial because the See Vee Lane extension would require a take of private homeowner land both to extend See Vee Lane and to extend roads in Highlands eastward. The project would also require an easement, right-of-way purchase, or condemnation of DWP land that is directly east of Highlands. DWP has not yet indicated whether they will participate in the project. DWP has indicated that it needs more information about the alignment, drainage crossings, and utility issues before they determine whether they will participate. Construction of the project may also require relocating utilities, the cost of which is not reimbursable by the STIP.

**ALTERNATIVES:**

The Board could choose not to approve the letter of permission. In that case, the county would not be able to conduct the feasibility studies and land surveys needed to move forward with the project. This would essentially indicate that the Board does not want to proceed with the extension of See Vee Lane.

**OTHER AGENCY INVOLVEMENT:**

County counsel to review and approve the letter of permission.

**FINANCING:**

There are no financial impacts from the Board approving the letter of permission.

**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: <u>yes 8/14/2013</u> Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>N/A</u> Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: <u>N/A</u> Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Lyn M. Glavin Date: 8/19/13



ERIC GARCETTI  
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

July 31, 2013

Ms. Lynn Flanigan  
Senior Engineer  
County of Inyo  
Public Works Department  
P.O. Drawer Q  
Independence, CA 93526

RECEIVED

AUG - 5 2013

INYO COUNTY  
PUBLIC WORKS

Dear Ms. Flanigan:

Subject: Feasibility Study – See Vee Lane Extension Project – Bishop – California

This is in response to your email dated May 28, 2013, to Mr. Scott Cimino, Real Estate Officer, requesting permission for the County of Inyo (County) to perform a feasibility study for a proposed extension of See Vee Lane on City of Los Angeles (City) property located to the north east of the intersection of See Vee Lane and U.S. Highway 395 in Bishop, California and as shown on the map you provided. The Los Angeles Department of Water and Power (LADWP) understands the study will consist of land surveys and environmental surveys.

Permission is contingent on LADWP receiving a signed copy of this letter indicating your acceptance of the terms and conditions listed below. Please return the signed copy of this to 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. If it has not been returned within 30 days, we will assume that you no longer plan to do this work and this permission shall be considered null and void.

This permission is subject to the following terms and conditions:

1. This permission shall not be interpreted as continued permission; it shall expire on March 31, 2014. If additional time is needed, it will be necessary for you to telephone our Real Estate office at (760) 873-0370 and request an extension.
2. The permission expressed herein does not extend beyond City-owned property. All contracts, approvals, or permits from jurisdictional, federal, state, or county agencies or private parties shall be your responsibility.
3. Please keep a copy of this permission in your possession while working on City property.
4. Hand digging of soil pits or test holes is permitted. No heavy equipment shall be used in conjunction with your investigation at this location.

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



5. All precautions shall be taken to prevent any personal injury and/or property damage with respect to digging soil pits or test holes. Open soil pits or test holes shall not be left unattended and shall be immediately backfilled. Proper signs and safety marking shall be in place at all times.
6. Care shall be taken to minimize the disturbance to groundcover and other vegetation in the area. There shall be no interference with agents of LADWP or with livestock in the area. All gates shall be left as they are found, either opened or closed.
7. This permission is granted with the understanding that LADWP will receive a copy of the reports generated from the survey work. Please mail the reports to the above-noted address.
8. The acceptance and exercise of this permission shall be without liability or expense to the City of Los Angeles and the Los Angeles Department of Water and Power.
9. The County acknowledges that it has inspected the premises, knows the condition thereof, and on behalf of itself and its successors, assigns, and sub-permittees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to the County's employees, contractors, customers, invitees, and agents, or persons who enter onto the premises, or damage (including environmental damage) or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to this permission or to the premises covered under this permission, regardless of any negligence on the part of Indemnitees, except for the sole active negligence or willful misconduct of the Indemnitees. It is the specific intent of this section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this permission that give rise to future claims, even if the actual claim comes against the Indemnitees after the permission has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this permission.

Ms. Lynn Flanigan  
Page 3  
July 31, 2013

If you have any questions regarding this permission, please write to our office at the above-noted address, or you may telephone Mr. Cimino, at (760) 873-0369 or (760) 873-0370. Again, this permission will not be valid unless a signed copy of this letter has been returned to this office.

Sincerely,

ORIGINAL SIGNED BY  
JAMES G. YANNOTTA

James G. Yannotta  
Manager of Aqueduct

SC:ldo  
Enclosure (to be signed and returned)  
c: ST Ranch  
Mr. and Mrs. George Hitchborn  
Mr. and Mrs. William Yeager  
Mr. Scott Cimino  
Real Estate

<b>THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT, AND ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS PERMISSION AS BINDING ON BEHALF OF THE ENTITY TO WHOM SAID PERMISSION IS GRANTED.</b>	
<b>DATED:</b> _____	
<b>BY:</b> _____	<b>SIGNATURE</b>



## 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

19

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: August 27, 2013

SUBJECT: Approve the hiring of a part-time Child Support Attorney I, Range 76 E step (31.07 per hour).

### DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve the hiring of a part-time Child Support Attorney I, Range 76 E step (31.07 per hour).

### CAO RECOMMENDATION:

Support.

### SUMMARY DISCUSSION:

Your Board has authorized the recruitment of a part-time BPar (20 – 29.99 hours) Child Support Attorney I/II position depending upon qualifications at Range PT 76; (25.52 - \$31.07) or PT 79 (\$27.42-\$33.34) respectively.

Your Director recommends the hiring of the part-time attorney at the E step or \$31.07 per hour for up to 29.99 hours per week. The part time attorney will assume limited responsibility for the region's 1500 open cases and assist in the following: (1) appearances in court, (2) preparation of cases for advocacy, (3) research and prepare related memoranda of law, pleadings or other legal forms necessary to the essential functions of establishment of child support, paternity, collections and enforcement.

All of our cases that are open are managed in an ongoing basis based on our federal and state requirements. On an average month sixty (60) legal pleadings are drafted, reviewed and filed with the Superior Court. In March alone eighty-six 86 pleadings were generated and reviewed. Each month three separate court appearances are held with an average of sixteen (16) matters represented.

Prior to reorganization of the region in 2011, Inyo County and Mono County each maintained separate child support departments with separate directors. The directors alternated responsibility for performing regional administrative duties. Since the department heads in both counties were both attorneys, in addition to managing the individual caseloads of their county, the department heads/attorneys were also available to provide back-up attorney services for one another. Since regionalization, which has resulted in consolidating both counties' child support services programs under a single (Inyo County) department head, your director has assumed legal responsibility for the cases in both counties -- over 1,200 cases in Inyo County and roughly 300 cases in Mono County-- without the benefit of a second or back-up attorney.

Without a part-time attorney, your Director has no alternate person to attend court or provide these services should she be otherwise rendered unable.

**ALTERNATIVES:**

The Board could decline this this request. This is not recommended, as the Child Support agency does not want to risk the loss of viable candidates for this important position.

**OTHER AGENCY INVOLVEMENT:**

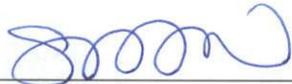
**FINANCING:**

The funding for this position will be provided through the Child Support Agency Budget 022501, Object Code 5012 and funding for this position is provided for in the Department Requested 2013-2014 Budgets, pending Board approval.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>8/15/13</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>8/14/13</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 8/16/13



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

20

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

**FROM:** Jon Klusmire, Museum Services Administrator

**FOR THE BOARD MEETING OF:** August 27, 2013

**SUBJECT:** 2013-2014 Fall Cycle Community Project Sponsorship Program Grants

**DEPARTMENTAL RECOMMENDATION:** Request your Board:

- A. Review and approve 6 Community Project Sponsorship Program Grant awards for the 2013-2014 Fall Grant Cycle recommended by the Community Project Sponsorship Program Grant Review Panel, and in the amounts recommended by the Panel (Attachment A) in the total amount of \$20,000; and,
- B. Authorize the County Administrator to sign the contracts with the Fiscal Year 2013-2014 Community Project Sponsorship Program applicants, in the amounts approved by your Board, contingent upon appropriate signatures being obtained.

**SUMMARY DISCUSSION:**

**Background**

The Board originally approved the Community Project Sponsorship Program Guidelines and County of Inyo Standard Contract No. 159 (Independent Contractor – Community Project Sponsorship Program) at its meeting on September 25, 2007. (Revisions to the CPSP Guidelines were approved by the Board on December 23, 2008, with those revisions then reflected in Standard Contract No. 159.)

The Board has approved a “roll-over” budget for Fiscal Year 2013-14, which contains \$100,000 for the Community Project Sponsorship Program in the Advertising County Resources Budget (011400), Professional Services (5265). The CPSP program guidelines allow the County to make funds available for eligible projects/events/programs twice a year -- during Fall and Summer grant cycles. Staff was instructed to move forward with a fall grant cycle, with \$20,000 of funding available. Only projects, programs, and events that will be completed by Nov. 12, 2013 are eligible for this round of CPSP funding.

During budget deliberations, the Board of Supervisors will determine the final and total amount of CPSP funding for FY 2013-14; if the Board awards the recommended \$20,000 of CPSP funding in this grant cycle, that \$20,000 will be deducted from the final funding for the program ultimately approved by the Board for FY 2013-14.

By request of the applicants, application materials were e-mailed to previous Advertising County Resources Program applicants, as well as other organizations that expressed an interest in the Program. Potential applicants were also informed that the Community Project Sponsorship Program materials -- guidelines, application, contract No. 159 -- are available on the County's website. A press release announcing the availability of CPSP funding was sent to local print and broadcast media, and was published and broadcast by local media. In several cases, staff answered questions and clarified the grant guidelines for organizations and groups seeking to apply for this round of grants.

On July 29, 2013, the Community Project Sponsorship Program received 15 applications requesting a total of \$71,300 in grant funding. Staff assembled the applications into packets and created a digital copy for the members of the Review Panel and your Board.

Because of the relatively small number of proposals and limited funds, staff convened a Review Panel consisting of three county residents: K.C Wylie, Lone Pine; Rich White, Independence; and Jim Jennings of Bishop. The three-member Review Panel, identified on the scoring sheets as Panelist A, B and C, met on Tuesday, August 13, 2013. The members of the Review Panel discussed the merits of each application. The Review Panel was able to reach a consensus on grant

eligibility during its discussions and while completing the evaluation form for each application. The members of the Review Panel were asked to evaluate and score the applications relative to each of the following criteria (previously approved by the Board):

- i. **Objective [10 points].** Does the application seek funding for a specific event or project, or component thereof that is likely to enhance in-county or out-of-county visitation to the community, or otherwise provide for the cultural or recreational enrichment of the citizens of Inyo County?
- ii. **Community Support [15 points].** Does the project or event have strong community support? Of the total time allocated to the project or event, how many hours will volunteers provide? Are multiple community organizations collaborating to carry out the project or event? Is there evidence of monetary or in-kind support from the local business community?
- iii. **Likelihood of Success [10 points].** Is it the applicant likely to carry out what is being proposed, and do it well? Does the information contained in the application seem realistic (e.g., total cost, total time, number of volunteers, etc.)? Does the applicant have a track record of successfully implementing the proposed, or similar projects or events? Is the nature of the project or event such that it seems "doable"? If the applicant is a previous County grant recipient, how well did they comply with the terms and conditions of the grant?
- iv. **Scope of Benefit [10 points].** Is the benefit of the project or event clearly articulated? Will the project or event benefit the entire community, or primarily benefit only segments of, or specific organizations/businesses in the community? If the project or event is a fundraiser, how and to which organization(s) will the funds be disbursed? Does the benefit of the project or event extend to the greater region, or the County as a whole?
- v. **Overall Merit [15 points].** What is the overall quality of the idea being proposed? Is it unique? Is it "tried and true"? Does it support the tenets of "civic tourism" (e.g., ecotourism, agricultural tourism, cultural tourism, heritage tourism, geotourism, etc.)? [See [www.civictourism.org](http://www.civictourism.org)]. Does the proposed activity create an appealing, dynamic, prosperous, and distinctive community identity? Does the project or event articulate or enhance what people love about the community in which they live, recreate or vacation?
- vi. **Measurable Outcomes [5 points].** Is the means the applicant proposes to use to measure the success of the project or event reasonable? Is it verifiable?
- vii. **Leveraging of Resources [10 points].** If the Community Project Sponsorship Program grant is the primary source of monetary funding for the project or event: (1) what will be the return on the County's investment (e.g., community benefit, funds raised, visitors attracted)? and/or (2) what is the value of the in-kind services or donations being pledged to the event? If the amount requested is less than 50% of the cash needs for the project or event, what additional benefit(s) will be derived as a result of receiving Community Project Sponsorship Program funding?
- viii. **Regional Context [5 points].** Is the project or event part of an organized series of regional events or a regional theme? Does the project or events have a possible future regional application?
- ix. **Sustainability [5 points].** Is the project or event intended and likely to continue in the future without additional Community Project Sponsorship Program support?
- x. **Other County Support [5 points].** Is the funding being requested through the Community Project Sponsorship Program the only form of financial or in-kind support the applicant, or project or event, will receive from Inyo County this fiscal year?
- xi. **Clarity [10 points].** Is the proposed activity, including anticipated outcomes, clearly and concisely stated? Is the information presented in the application consistent? Are the expenses for which Community Project Sponsorship Program grant funding is sought clearly identified, and such that reimbursement for eligible expenses can be easily made?

The Review Panel's total scores for each grant were averaged, and the results are presented for your Board's consideration in Attachment A. Pursuant to the Community Project Sponsorship Program Guidelines, in order to be considered for funding, a grant had to have an average score of at least 70 points.

### **Review Panel Final Recommended Funding**

Projects that did not reach the 70-point threshold received zero funding when the Panel decided on the final, Recommended Funding. The panel members reached a consensus funding recommendation for each project, which is shown as the Final Recommended Funding on Attachment A. The panel awarded the full \$20,000 allocation for the Fall Cycle of 2013-2014 Community Project Sponsorship Program grants.

### **SELECTED REVIEW PANEL COMMENTS**

In an effort to share with your Board some of the Review Panel's reasoning about its recommended funding, staff is providing the following brief narrative. The narrative is not intended to capture all of the Review Panel's comments, or the opinions of individual panelists, but rather provide a general summary of the Review Panel's overriding thoughts that might serve your Board in today's deliberation and provide the affected applicants with information on how future grant applications (and the events or projects for which they seek funding) might be improved.

### **Grant Requests Recommended For Funding**

*2013 Lone Pine Film Festival* (Southern Inyo Community Foundation): The 24<sup>th</sup> annual Lone Pine Film Festival remains one of the County's trademark events highlighting the region's extensive and important role in film and television history. The three-day festival (Oct. 11, 12, 13) attracts film and TV fans from around the state and nation, and helps promote Inyo County as a location for film and television and commercial shoots. The County provides no ongoing funding support of the Film Festival or the Film History Museum. The CPSP grant will go to produce the overall Festival, which will help ensure there will be ample buses for tours of the movie locations, which is one of the most unique aspects of the festival: seeing the actual locations where television and movie scenes were shot.

Average Score: 94; Funding Request: \$9,400; Recommended Award: \$6,000.

*2013 Millpond Music Festival* (Inyo Council for the Arts): The Millpond Music Festival is one of the largest, most successful annual, cultural events in Inyo County, attracting locals and visitors from throughout the state and region for the three-day event. The festival brings an estimated 1,200 visitors to the area, and has a robust educational component for local students. Additional funding provided by the CPSP grant will help the festival maintain the trend of increased attendance that it has enjoyed in the past two years, thanks in part to expanded advertising in key regional markets.

Average Score: 85.33; Funding Request: \$10,000; Recommended Award: \$4,000.

*2013 Inyo County Easy Hikes Booklet* (Bishop Area Chamber of Commerce and Visitor's Bureau): This new publication (with a print run of up to 5,000) will direct visitors to about a dozen trails located in Death Valley and near local communities. The Chamber and other visitor organizations get a steady stream of questions and requests for locations of quick, fairly easy hikes that can be enjoyed by families, seniors, younger children, or those with limited time. The "Death Valley and Eastern Sierra Easy Hiking Trails Booklet" will be a useful resource to direct visitors to trails so they can take advantage of Inyo County's stellar outdoor recreational opportunities.

Average Score: 78.33; Funding Request: \$6,000; Recommended Award: \$3,000.

*Death Valley Visitor Guide Supplemental Printing* (Death Valley Chamber of Commerce): The Chamber's Death Valley Visitor Guide is an attractive promotional piece, printed on high-gloss paper which enhances the stunning photography in each issue. The Guide encourages tourism in and around the gateway communities near Death Valley National Park. It is distributed across the region and the state, and mailed across the county and internationally to fulfill information requests. The Guide is always a much-requested item at fairs and trade shows. The CPSP grant will allow additional copies to be printed (up to 25,000). Every year, the demand for the Guide exceeds the supply, so a digital copy is available for viewing or downloading on the Chamber's website.

Average Score: 80.33; Funding Request: \$10,000; Recommended Award: \$5,000.

*Celebration of the Good Ole Days* (Bishop Museum and Historical Society – Laws Museum): This annual, one-day event features historic craft displays, hands-on activities, games, live music, the delightful, homemade pie auction, and other family fun. The event is also an excellent opportunity to highlight all of the exhibits at Laws for locals and visitors. The CPSP grant will allow for ample advertising of the event, which typically attracts up to 700 people.

Average Score: 79.67; Funding Request: \$2,000; Recommended Award: \$1,200.

*Shoshone Pond Dedication – Pupfish Opening Day* (The Amargosa Conservancy): Described as a "friend-raising event," this is a dedication and celebration of the latest additions to the series of bird blinds and boardwalks in the Amargosa region. The event will take place during Shoshone's Old West Days, just prior to the Death Valley 49er Annual Encampment, so it will be promoted to attendees at both events. The event will likely generate positive publicity about a unique and interesting attraction in Inyo County.

Average Score: 77.67; Funding Request: \$1,250; Recommended Award: \$800.

### **Grant Requests Not Recommended For Funding**

*Music in the Courtyard* (Lone Pine Chamber of Commerce): This would be the second year for this event, which was well-received but fell just short of the 70-point funding threshold.

Average Score: 69.67; Funding Request: \$3,500.

*Lone Pine Film History Museum Death Valley Film Exhibit* (Southern Inyo Community Foundation, Beverly and Jim Rogers Museum of Lone Pine Film History): Typically, the CPSP grants have not funded installations or activities that are a routine part of an organization's operations, and it seems likely there could be other partners for this exhibit with a more direct role and history of filming in Death Valley.

Average Score: 61.33; Funding Request: \$7,500.

*Family Guide to Warm Water Fishing and Recreation in Inyo County* (Advocates for Access to Public Lands): More detail about the type of roads that would be on the map – dirt, 4WD, paved – how AAPL would coordinate with landowners – private, LADWP, Federal – and guidelines about what type of vehicles would be appropriate would enhance the proposed map. Other sources of funding for Off-Highway Vehicle projects could also be sought.

Average Score: 60.67; Funding Request: \$4,500.

*Altrusa Annual Art Show and Sale* (Altrusa International Inc. of the Eastern Sierra Foundation): The small grant request made it hard to determine the impact a CPSP grant would have on this event, which is already a long-running, successful fundraiser.

Average Score: 48.67; Funding Request: \$1,900.

*Bishop Rotary Sierra Safari Weekend* (Rotary Club of Bishop, Sunrise Rotary Club, Interact Rotary Club): This well-funded event/fundraiser is not open to the general public.

Average Score: 41.67; Funding Request: \$6,000.

*2013 Eastern Sierra Fall Classic Trout Derby* (Bishop Area Chamber of Commerce and Visitor's Bureau): The CPSP grant would be the only funding source. There was uncertainty about the impact of extremely low and dropping water levels and the closure of boat ramps at Sabrina and South Lake. The two lakes were the primary locations promoted in the derby. These poor conditions could create a negative impression on anglers new to the area.

Average Score: 66.67; Funding Request: \$7,000.

*2013 Fall Fun E-Marketing Campaign* (Bishop Area Chamber of Commerce and Visitor's Bureau): The CPSP grants are not intended to solely fund staff time to complete a project; staff costs make up 75 percent of the entire project. This also appears to be a task that is part of routine operations, since the Chamber already has an effective e-mail marketing effort.

Average Score: 55; Funding Request: \$2,000.

*Kitchen Upgrade/Remodel at the Bishop Senior Center* (Bishop Senior Center Recreation Committee.): The panel felt this application is not allowed under the grant guidelines, which disqualify any project that would "benefit any institution operated by the County of Inyo." Plus, the CPSP funds are not intended for capital improvements.

Average Score: 22; Funding Request: \$2,000.

*Playhouse 395: Pirates of Penzance* (Playhouse 395): The panel felt community theater productions do not fully meet the primary goals and objectives of the CPSP grant program.

Average Score: 64; Funding Request: \$1,750.

**Next Steps**

Once your Board takes action, all applicants will be notified as to whether or not they have been awarded funding and, if so, how much. Applicants, whose applications are approved, will be mailed a contract to sign. Those whose grant applications were not funded will be provided the opportunity to contact Program staff to discuss some of the reasons provided by the Review Panel (similar to the information provided to your Board above).

**ALTERNATIVES:** This report presents your Board with the Community Project Sponsorship Program Review Panel's funding recommendations for the Fall 2013-14 Grant Cycle. Your Board will make the final decision as to what grants are funded and in what amounts.

**OTHER AGENCY INVOLVEMENT:** County Administrative Officer, County Counsel, and Auditor/Controller.

**FINANCING:** The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in the rollover FY 2013-14, Advertising County Resources Budget (011400), Professional Services (5265).

**APPROVALS**

COUNTY COUNSEL:  N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>   Approved: <u>YES</u> Date <u>8/19/13</u>
PERSONNEL DIRECTOR:  N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:** L. Piper for Jon Huesmire Date: 8/19/13  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

2013-14 Community Project Sponsorship Program Grant Applications  
Summary Scores & Funding Recommendations

Project/Event Name	Requested Funding	Panelist A		Panelist B		Panelist C		Average Score	Average Recommended Funding	Final Recommended Funding
		Total Score	Recommended Funding	Total Score	Recommended Funding	Total Score	Recommended Funding			
Music in the Courtyard	\$3,500.00	70	1500	78	2,000	61	1,500	69.67	\$1,666.67	\$0.00
2013 Lone Pine Film Festival - 24th Annual	\$9,400.00	100	5000	93	7000	89	7000	94.00	\$6,333.33	\$6,000.00
LP Film History Museum - DV Film Exhibit	\$7,500.00	50	0	75	2,000	59	0	61.33	\$666.67	\$0.00
Family Guide to Warm Water Fishing & Recreation in Inyo County	\$4,500.00	55	0	70	2500	57	500	60.67	\$1,000.00	\$0.00
2013 Millpond Music Festival	\$10,000.00	80	5,000	90	3000	86	5,000	85.33	\$4,333.33	\$4,000.00
Altrusa Annual Art Show and Sale	\$1,900.00	55	0	55	0	36	0	48.67	\$0.00	\$0.00
Bishop Rotary Sierra Safari Weekend	\$6,000.00	55	0	35	0	35	0	41.67	\$0.00	\$0.00
2013 Eastern Sierra Fall Classic Trout Derby	\$7,000.00	80	2,000	65	2000	55	0	66.67	\$1,333.33	\$0.00
New Inyo County Easy Hikes Booklet	\$6,000.00	80	3000	84	4000	71	2000	78.33	\$3,000.00	\$3,000.00
2013 Fall Fun E-Marketing Campaign	\$2,000.00	50	0	50	0	65	0	55.00	\$0.00	\$0.00
DV Visitor Guide Supplemental Printing	\$10,000.00	75	2000	85	8000	81	5000	80.33	\$5,000.00	\$5,000.00
Kitchen Upgrade/Remodel at the Bishop Senior Center	\$2,000.00	45	0	0	0	21	0	22.00	\$0.00	\$0.00
Celebration of the Good Ole Days	\$2,000.00	85	1500	80	1000	74	1500	79.67	\$1,333.33	\$1,200.00
Shoshone Pond Dedication (Pupfish Opening Day)	\$1,250.00	75	500	80	1000	78	1000	77.67	\$833.33	\$800.00
Playhouse 395: Pirates of Penzance	\$1,750.00	65	0	65	0	62	0	64.00	\$0.00	\$0.00

**TOTAL REQUESTED**

**\$71,300.00**

**\$25,500.00 \$20,000.00**



**AGENDA REQUEST FORM**  
 BOARD OF SUPERVISORS  
 COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
 21

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

**FROM:** Inyo Recycling and Waste Management  
**FOR THE BOARD MEETING OF:** August 27, 2013  
**SUBJECT:** Request for Bids for a Truck Scale.

**DEPARTMENTAL RECOMMENDATION:**

Requests that the Board approve the plans and specifications and authorize the department to issue a Request for Bids to purchase and install a truck scale at the Bishop-Sunland Landfill.

**SUMMARY DISCUSSION:**

During recent presentations to your Board, Inyo Recycling and Waste Management staff explained the need for the County to install a truck scale at the Bishop-Sunland Landfill. Inyo Recycling and Waste Management Staff is now requesting that the Board of Supervisors approve the plans and specifications, and authorize Inyo Recycling and Waste Management to issue a Request for Bids for the purchase and installation of a 70 foot, 40 ton capacity above ground scale. The scale will be placed at the Bishop-Sunland Landfill due to the majority of waste generated within Inyo County is buried at the Bishop-Sunland Landfill. Currently waste is estimated by volume, and then converted into tons for reporting to CalRecycle. In 2012, 13,282 tons (converted from cubic yards), equaling 73%, of all county solid waste was buried at the Bishop-Sunland Landfill. A scale at the Bishop-Sunland Landfill will allow IWM staff to report a more precise tonnage to CalRecycle as well as determine the effectiveness of diversion programs, and to set an accurate disposal rate structure.

**ALTERNATIVES:**

Your board could choose not to conduct a Request for Bids for Scales.

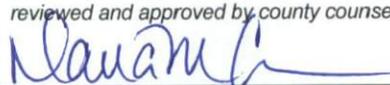
**OTHER AGENCY INVOLVEMENT:**

County Counsel, Auditor,

**FINANCING:**

The purchase of scales will be paid from the Inyo Recycling and Waste Management Program budget, object code: Fixed Assets 5650 contingent upon Fiscal Year 2013-2014 Department Requested Budget approved by Board of Supervisors.

**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: <u>Yes</u> Date <u>8/19/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) 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:**  Date: 8/19/13  
 (Not to be signed until all approvals are received)



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

22

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

**FROM: WATER DEPARTMENT**

**FOR THE BOARD MEETING OF: August 27, 2013**

**SUBJECT: Comment letter on LADWP Notice of Intent to Adopt an Initial Study/Mitigated Negative Declaration for the Proposed Well V817 Rose Valley Pipeline Installation Project**

**DEPARTMENTAL RECOMMENDATION:**

The Water Department requests review of a letter commenting on LADWP's Notice of Intent to Adopt an Initial Study/Mitigated Negative Declaration for the Proposed Well V817 Rose Valley Pipeline Installation Project, and authorize Board Chair to sign.

**SUMMARY DISCUSSION:**

LADWP proposes to install an 8-inch diameter water pipeline approximately 1,540 feet to connect Well V817 to the LA Aqueduct. The project area is in northern Rose Valley, between South Haiwee Reservoir and Coso Junction, approximately one mile north of the Coso/Hay Ranch groundwater wells, and ten miles north of Little Lake. The well would be pumped at a rate of approximately 1.5 cfs, or approximately 1,100 acre-feet per year. LADWP opened a 30-day comment period (August 5 through September 4, 2013) on a Notice of Intent to Adopt an Initial Study/Mitigated Negative Declaration (IS/MND) for the project. The IS/MND is attached.

For reasons set out in the attached draft comment letter, staff believes that the IS/MND is deficient for two reasons. First, the CEQA analysis done for the Coso/Hay Ranch Groundwater Transfer Project shows that the level of pumping proposed by LADWP, both by itself and cumulatively with the pumping already being done by Coso Operating Company, may have a significant impact. Second, the IS/MND identifies the provisions of the Inyo/Los Angeles Water Agreement as a means to avoid significant impacts, but the description given omits certain provisions of the Water Agreement aimed at preventing significant impacts.

The Water Agreement overall goals are primarily applicable to Owens Valley, but also "shall be applied as appropriate to activities of the Department within Inyo County" (Water Agreement – Goals and Principles for Groundwater Management). Also, Water Agreement Section VIII (Groundwater Recharge Facilities) discusses Rose Valley specifically:

*It is recognized that development of new groundwater storage, and the implementation and operation of feasible groundwater banking and recharge facilities in the Owens Valley and in the Rose Valley that will not cause significant effects on the environment may be beneficial. The development of any such facilities in the Owens Valley and in the Rose Valley are subject to agreement of the Inyo County Board of Supervisors and the Department, acting through the Standing Committee. The Inyo County Board of Supervisors shall not unreasonably refuse to agree to a feasible groundwater banking facility that will not cause significant decrease or change in vegetation or a significant effect on the environment. The EIR describes implementation of selected groundwater recharge facilities. The operation of such facilities shall be consistent with these goals and principles. The development of any future groundwater recharge and extraction facilities not covered by the EIR will be the subject of a subsequent "CEQA" review.*

Since Water Agreement Section VIII is concerned with development of recharge facilities, and the proposed project involves only extraction (albeit water infiltrating from Haiwee Reservoir), it does not appear that Section

VIII applies to the Project. It is clear from Section VIII that LADWP projects were contemplated in Rose Valley as part of the Water Agreement.

**ALTERNATIVES:**

Direct staff to modify the draft comment letter, and provide a revised comment letter for the Board Chair to sign.

Direct staff to send out the letter or a modified letter under departmental letterhead, signed by staff as directed by the Board.

Decide to not comment on the IS/MND.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:  N/A	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:  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)

(The Original plus 20 copies of this document are required)



Date:

8/15/13

Dear Mr. Mercado:

This letter presents the comments of the County of Inyo on the Initial Study/Mitigated Negative Declaration (IS/MND) for the Proposed Well V817 Rose Valley Pipeline Installation Project (Project). The County thanks LADWP for the opportunity to comment on the Project.

**The Inyo/Los Angeles Water Agreement.** The IS/MND correctly acknowledges on page 3-43 that the Project is subject to the Inyo/Los Angeles Long Term Water Agreement (Agreement); however, the IS/MND only addresses one of several provisions of the Agreement that are applicable to the Project (compliance with the Agreement's provisions concerning groundwater mining). The Agreement also has requirements that impacts to springs, private wells, groundwater-dependent vegetation, and any other significant effect on the environment be identified and avoided. The Agreement further requires that the Inyo/Los Angeles Technical Group test the well and develop an operational plan. (A copy of Section VI of the Agreement which establishes the provisions for constructing and activating new wells is attached.) These requirements of the Agreement should be addressed in the CEQA document. In addition, the term "Compliance with the Inyo/Los Angeles Water Agreement" should be included in the section discussing "Project Review and Approvals" (currently, section 1.7 of the IS/MND).

More important than the omission of discussion of the Water Agreement in the IS/MND, is the fact that the Technical Group has not performed any of the work required by the Agreement with regard to LADWP's proposed project. An adequate project description cannot be established until the Technical Group's work has been performed. Therefore, the analysis of the project in the IS/MND is inadequate because the IS/MND does not contain an accurate project description. The IS/MND should be withdrawn and a new CEQA analysis conducted only after the completion of the work required of the Technical Group by the Agreement.

**Potential Significant Effects.** There is substantial evidence that the Project may have significant effects on the environment that are not avoided or mitigated by actions described in the IS/MND. In May, 2009, the Inyo County Board of Supervisors approved Conditional Use Permit #2007-03/Coso, which allows Coso Operating Company, LLC to extract groundwater from their property immediately south of the Project site and transfer that water to their geothermal plant east of Rose Valley. The term of the permit is thirty years, and Coso Operating Company's groundwater pumping is subject to monitoring and mitigation to prevent significant impacts. The EIR (SCH #2007101002) that was prepared by Inyo County for Coso Operating Company's project identified reduced groundwater discharge to Little Lake as a potentially significant impact of the Coso Operating Company's groundwater pumping. The mitigation measures adopted to prevent significant impacts from Coso Operating Company's pumping require that Coso Operating Company reduce pumping rates if groundwater levels in a network of groundwater monitoring wells indicate that pumping-induced drawdown is evolving such that groundwater discharge will be reduced at Little Lake. The EIR is available from the Inyo County Planning Department, 168 N. Edwards St., Independence, California. Section 3.4 of the Initial Study (Biological Resources) should identify a potentially significant effect on riparian habitat

(3.4 (b)) and federally protected wetlands (3.4 (c)) due to potential reductions in water availability to Little Lake.

Groundwater modeling conducted as part of Coso Operating Company's monitoring and mitigation plan estimated that a sustainable rate of pumping for the term of the permit is 790 acre-feet per year, as summarized in the attached addendum to the mitigation and monitoring plan for the Coso Operating Company project. Coso Operating Company's pumping has been limited to a rate and duration that will approach, but not exceed, a significant reduction in water available to Little Lake. Further documentation is provided in the Revised Groundwater Flow Model and Predictive Simulation Results, available on the Inyo County Water Department's web page (<http://www.inyowater.org/projects/groundwater/coso-hay-ranch-project/>). Coso Operating Company began pumping in December, 2009 and have pumped 11,267 acre-feet as of June, 2013. Contrary to statements made on page 3-43 of the IS/MND, there has been drawdown observed due to Coso Operating Company's groundwater pumping, and drawdown limits in two monitoring wells have been exceeded (monitoring results for the Coso Operating Company's project are on the web site given above). Therefore, the Project's pumping, both alone and cumulatively with Coso Operating Company's pumping, may cause a significant impact. Section 3.9 of the Initial Study (Hydrology and Water Quality) should have found that there is a potentially significant impact due to depletion of groundwater supplies and a lowering of the water table, and interference with operation of nearby wells that has already been permitted (3.9 (b)).

In contrast to the above statements concerning the effects of the Project's groundwater pumping, on page 3-43 to 3-44, the IS/MND concludes that the Project's groundwater pumping will not have a significant effect on the environment. On these pages, the IS/MND states:

The Coso Operating Company is currently withdrawing the 4,800 AF of water that its [sic] permitted to draw, without approaching drawdown limits in the monitoring wells. The proposed project would recover groundwater lost by seepage. If the withdrawal of 4,800 AF of water has not had a significant impact on groundwater recharge, then the influence from the withdrawal of a smaller volume (900 AF) of water from an upgradient well should also be less than significant on groundwater recharge.

On its own, the loss of 900 AF from the aquifer would not amount to a significant impact given the conditions. However, the cumulative loss from the pumping of 4,800 AF by the Coso Operating Company and 900 AF from the proposed project may cumulatively affect recharge. This has been addressed in the existing MOU between the Coso Operating Company and LADWP which specifies that if trigger levels are reached, the Coso Operating Company must subordinate to LADWP and reduce its pumping levels, thereby ensuring that groundwater supplies are protected. Since the proposed project is not anticipated to substantially deplete groundwater supplies or interfere substantially with groundwater recharge, impacts would be less than significant.

As admitted in the above quotation, "...the cumulative loss from the pumping of 4,800 AF by the Coso Operating Company and 900 AF from the proposed project may cumulatively affect recharge." The IS/MND then states that this potential significant impact will be effectively reduced to less than significant because, under an MOU with LADWP, if trigger levels are reached, the Coso Operating Company will reduce its groundwater pumping by the amount pumped by LADWP under its Project.

As described in the IS/MND, the MOU between LADWP and Coso Operating Company is effectively a mitigation measure; however, the IS/MND does not identify it as a mitigation measure. Because it is in actuality a mitigation measure, it should be identified as such in the document. Identifying the MOU as a mitigation measure will allow the public to monitor the implementation of the measure through the mitigation monitoring and reporting program that will be adopted if LADWP approves the Project. Further, either a copy of the MOU should be included in the IS/MND or a written statement from Coso Operating Company should be included that verifies that the statements on pages 3-43 to 3-44 concerning its reduction in pumping are accurate. Without such documentation, there is no way to know whether the mitigation measure is enforceable as required by Public Resource Code Section 21081.6(b). If the measure is not enforceable, the IS/MND cannot conclude that the Project's groundwater pumping will have no significant impact.

Moreover, the IS/MND is inadequate because it is silent as to what level of groundwater pumping will occur under the Project if Coso Operating Company's pumping is reduced to less than the amount of LADWP's pumping. Because the IS/MND does not state that LADWP will manage its groundwater pumping so that the cumulative total of the annual groundwater pumping by Coso Operating Company and by LADWP will not exceed the total amount allowed to be pumped Coso Operating Company during the year, the conclusion in the IS/MND that LADWP's groundwater pumping will not have a significant effect on the environment is not supported by any evidence. To the contrary, if Coso's pumping is reduced to less than LADWP's pumping because triggers to protect against a significant effect at Little Lake are exceeded, if LADWP continues to pump from the groundwater basin, there is substantial evidence in the EIR for the Coso project that a significant effect at Little Lake will occur.

For the reasons given above, the mandatory findings given on page 3-59 should find that the project has potentially significant impacts to the quality of the environment, may substantially reduce wildlife habitat (3.18 (a)), and have impacts that are cumulatively considerable in connection with the past and ongoing operation of the Coso Operating Company project (3.18 (b)).

**Conclusion:** The IS/MDN should be withdrawn and a new CEQA analysis prepared after the Technical Group has conducted the work related to the Project that is required by the Agreement. If the IS/MND is not withdrawn, based upon the substantial evidence presented above, the IS/MND is legally inadequate.

Sincerely,

Linda Arcularius, Chair  
County of Inyo Board of Supervisors



ERIC GARCETTI  
*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*

July 30, 2013

To: Responsible and Trustee Agencies, Organizations, and Interested Parties

Subject: **Notice of Intent (NOI) to Adopt an Initial Study/Mitigated Negative Declaration (IS/MND) for the Proposed Well V817 Rose Valley Pipeline Installation Project**

An Initial Study (IS) and a Mitigated Negative Declaration (MND) has been prepared by the City of Los Angeles, Department of Water and Power (LADWP) for the proposed Well V817 Rose Valley Pipeline Installation Project. Pursuant to the California Environmental Quality Act (CEQA), LADWP is the Lead Agency and is responsible for the preparation of this document.

#### PROJECT DESCRIPTION

The Los Angeles Department of Water and Power proposes to install an 8-inch diameter water pipeline, with a length of approximately 1,540 linear feet, along an access road within an abandoned agricultural field in the Rose Valley area of Inyo County. The pipeline would transport water from Well V817 to the First Los Angeles Aqueduct (LAA1), providing water from the existing but unused well. The well would be equipped to draw water from the deep aquifer, with the pipeline conveying water to the LAA1.

#### PROJECT LOCATION

The proposed project area is located east of Highway 395 and south of the South Haiwee Reservoir in the Rose Valley area of Inyo County. The project site is located on LADWP-owned land within Township 21S, Range 37E, Section 23 (Lat: 36.10068, Long: -117.956061). The LAA1 runs along the west side of the proposed project area. V817 is one of two inactive wells (V816 is the other) located in the project area. Only V817 will be converted into a production well; V816 will be used as a monitoring well.

#### PUBLIC COMMENT PERIOD

The 30-day public comment period for this IS/MND will commence on **August 5, 2013** and conclude at **5:00 pm on September 4, 2013**. The IS/MND are electronically available for review on the LADWP website at: <http://www.ladwp.com/envnotices>.

**Water and Power Conservation . . . a way of life**

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Printed copies of the IS/MND are also available for review at the following locations:

LADWP  
Environmental Assessment  
111 N. Hope St., Rm. 1044  
Los Angeles, CA 90012  
213-367-0395

LADWP  
Water Operations  
300 Mandich Street  
Bishop, CA 93514  
(760) 873-0312

Lone Pine Library  
Post Office Box 745  
Lone Pine, CA 93545  
Reference Section  
(760) 878-0260

**Comments on the IS/MND must be received in writing no later than 5:00 pm on September 4, 2013 and sent to:**

Los Angeles Department of Water and Power  
Environmental Assessment and Planning  
Attention: Mr. Michael Mercado  
111 North Hope Street, Room 1044  
Los Angeles, CA 90012

Comments may be emailed to [michael.mercado@ladwp.com](mailto:michael.mercado@ladwp.com); they may also be faxed to Mr. Mercado at (213) 367-4710. All comments received related to issues discussed in the IS/MND will be included in the final package that is forwarded to the Board of Water and Power Commissioners for final consideration.

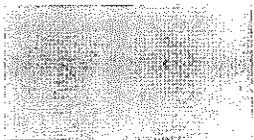
If you have any questions regarding the IS/MND, please contact Mr. Michael Mercado at (213) 367-0395.

  
\_\_\_\_\_  
Charles C. Holloway, Manager  
Environmental Planning and Assessment

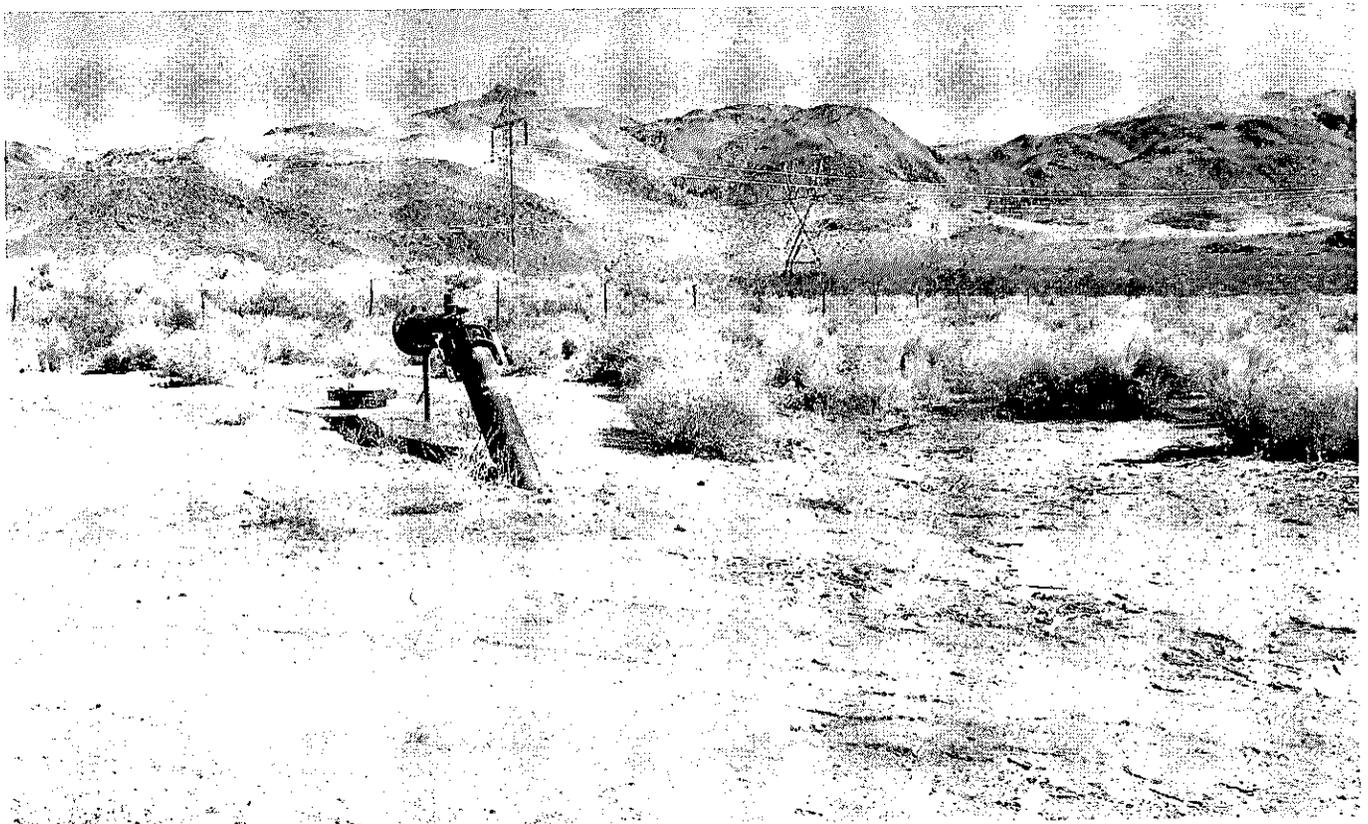
Initial Study and Mitigated Negative Declaration for  
**WATER PIPELINE INSTALLATION PROJECT -  
WELL V817 TO THE FIRST LOS ANGELES AQUEDUCT**

Prepared for  
Los Angeles Department  
of Water and Power

July 2013



USA  
1



Initial Study and Mitigated Negative Declaration for  
**WATER PIPELINE INSTALLATION PROJECT -  
WELL V817 TO THE FIRST LOS ANGELES AQUEDUCT**

Prepared for  
Los Angeles Department  
of Water and Power

July 2013



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# **SECTION 1**

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## **Project Description**

### **1.1 Overview of the Project**

The Los Angeles Department of Water and Power (LADWP) is proposing to implement the Well V817 Rose Valley Pipeline Installation Project (“proposed project”). The proposed project would provide 1,100 acre feet per year (AFY) of water recovered from seepage losses from the Haiwee Reservoir to the Los Angeles Aqueduct. The proposed project would install an 8-inch PVC pipe along a dirt access road that would extend from Well V817 and connect to the First Los Angeles Aqueduct (LAA1) at a concrete access box at Station 156+94. Additionally, Well V817 would be equipped to pump approximately 1.5 cubic feet per second (cfs) of water through the new pipe to the LAA1 with a 100 horsepower (hp) submersible pump and motor. The proposed project is located on LADWP-owned land in the Rose Valley Area of Inyo County, east of Highway 395 and south of South Haiwee Reservoir.

### **1.2 California Environmental Quality Act**

The California Environmental Quality Act (CEQA) applies to proposed projects initiated by, funded by, or requiring discretionary approvals from state or local government agencies. CEQA Guidelines Section 15367 states that the “lead agency,” LADWP, has the principal responsibility for carrying out or approving a project and is responsible for compliance with CEQA. As lead agency, LADWP must complete an environmental review to determine if implementation of the proposed project would result in significant adverse environmental impacts. In compliance with CEQA, an Initial Study has been prepared to assist in making that determination. Based on the nature and scope of the proposed project and the evaluation contained in the Initial Study environmental checklist (contained herein), LADWP has concluded that a Mitigated Negative Declaration (MND) is the appropriate level of analysis for this project. The MND shows that impacts of the proposed project are either less than significant or significant but mitigable with the incorporation of appropriate mitigation measures.

As stated in CEQA Guidelines Section 15070, an MND can be prepared when “(a) the initial study shows that there is not substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, or (b) the initial study identifies potentially significant effects, but (1) revisions in the project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur; and (2) there is no substantial evidence, in light of the whole

record before the agency, that the project as revised may have a significant effect on the environment.”

### 1.3 Project Location and Environmental Setting

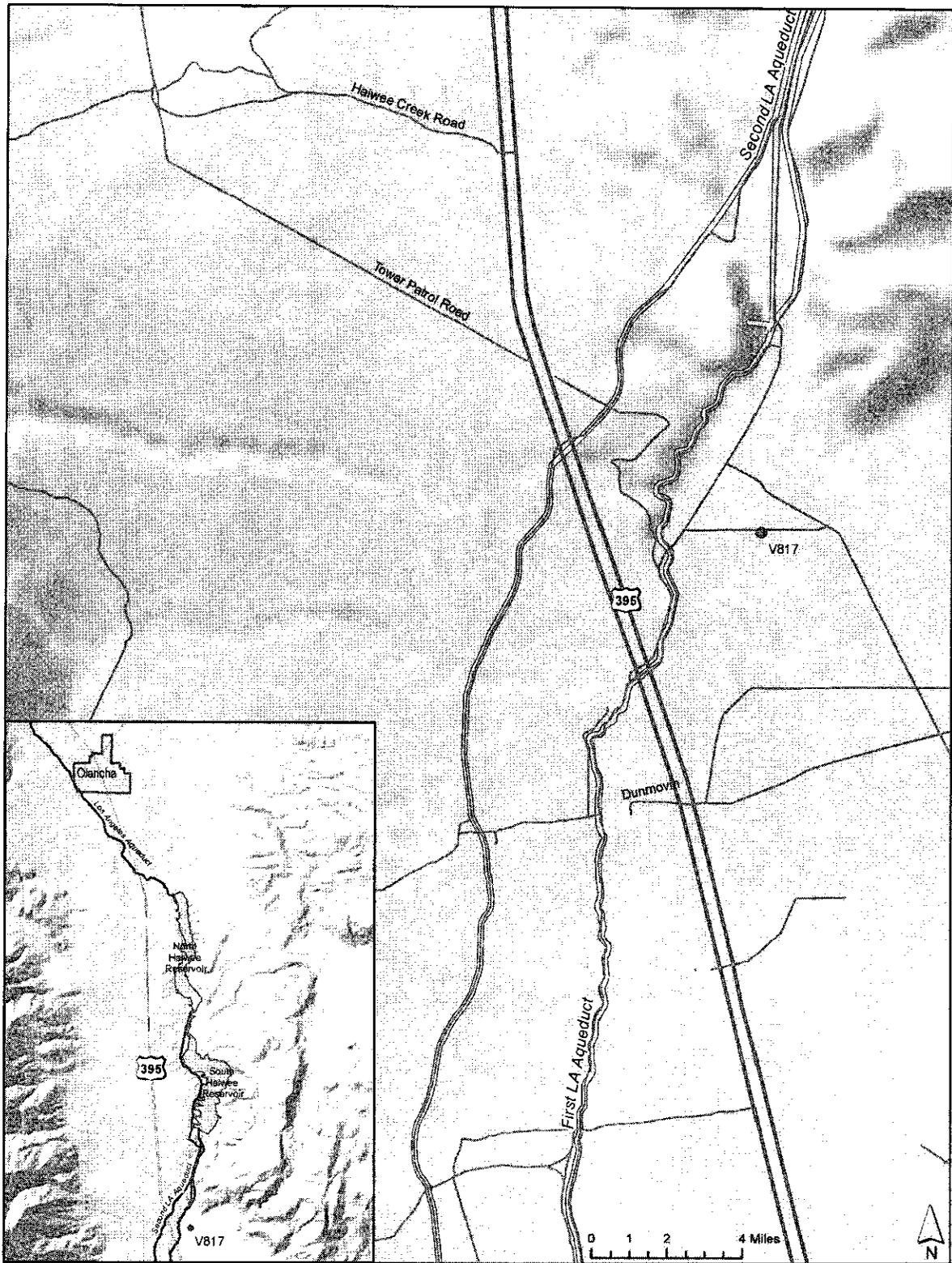
The proposed project is regionally located in the Rose Valley Area of Inyo County as shown in **Figure 1**. Inyo County is bounded by Mono County to the north, Nevada State to the east, San Bernardino County to the south, Kern County to the southeast, and Tulare and Fresno Counties to the west. Inyo County encompasses 10,140 square miles and is the second largest county in California; it is bounded by the Sierra Nevada Mountains on the west and on the east by the White Mountains and the Inyo Mountains. Inyo County is also characterized by its natural environment including the Badwater Basin, Death Valley National Park, Mount Whitney, and Owens Valley. Rose Valley is a small valley located between Indian Wells Valley and Owens Valley, and contains Little Lake, Red Hill, and Haiwee Reservoirs (Schweich, 2012).

As shown in **Figure 1**, the proposed project area is located east of Highway 395 and south of South Haiwee Reservoir in the Rose Valley area of Inyo County. The project site is located within Township 21S, Range 37E, Section 23. As shown in **Figure 2**, the 8-inch water pipeline will have a length of 1,542 feet and would traverse an abandoned agricultural field that was in operation for a few years until the late 1980s. The field is now covered with sparse vegetation. The LAA1 runs along the west side of the proposed project area; V817 is one of two inoperative wells (V816 is the other) that are located within the project area.

The proposed project includes groundwater pumping from Well V817 located in Rose Valley, which is situated in the southeastern California desert. The project area lies within an arid desert region that receives about 6 inches of precipitation per year. Surface water is limited; however, the alluvial valley includes a groundwater aquifer that is recharged from precipitation in various surrounding sources, including the Sierra Nevada Mountains (BLM, 2008). The ground surface of the valley floor slopes gently to the south at a rate of 30 to 35 feet per mile. The alluvial portion of the groundwater basin is approximately 16 miles long from the southern end of the Haiwee Reservoir to just south of Little Lake and has a maximum width of approximately 6 miles at its widest point (BLM, 2008).

### Groundwater Occurrence and Flow

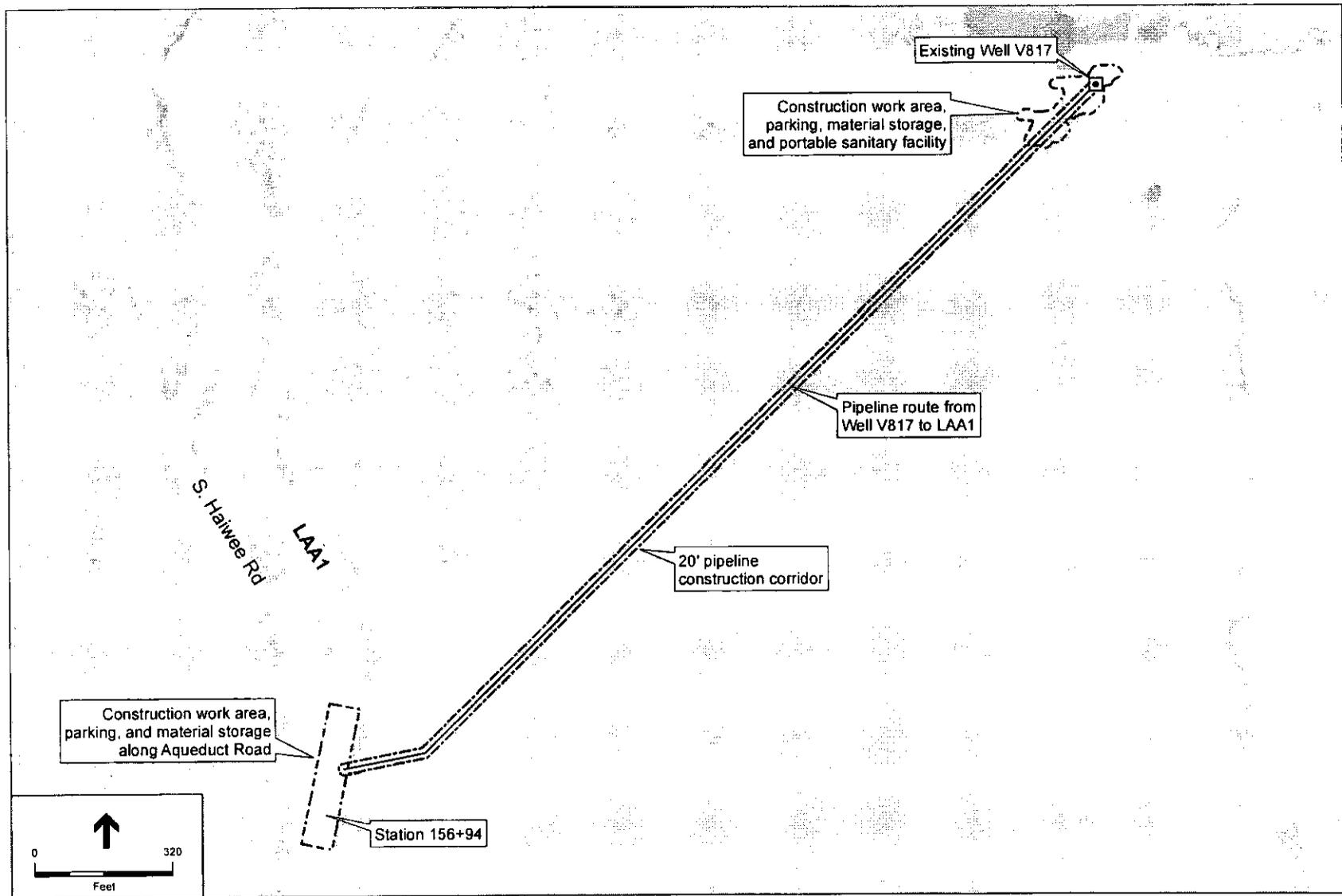
The groundwater table in the Rose Valley project area ranges from 140 to 240 feet below ground surface (bgs) in the northern and central parts of Rose Valley to approximately 40 feet bgs at the northern end of the Little Lake Ranch property, near the southern end of the valley. Groundwater generally flows to the southwest in the valley. Long term groundwater level monitoring indicates that groundwater levels have generally risen 1 to 2 feet throughout Rose Valley over the last 5 years. This is most likely a response to increased precipitation recharge in the mountains in the last few years. There was no significant change in groundwater extraction in Rose Valley or identified groundwater recharge other than precipitation infiltration at higher elevations (BLM, 2008).



SOURCE: ESRI; ESA, 2013

LADWP - Water Pipeline Installation Project . 211490.04

**Figure 1**  
Regional Location



SOURCE: ESA 2012, ESRI

LADWP - Water Pipeline Installation Project . 211490.04

**Figure 2**  
Project Vicinity Map

Groundwater elevations in wells at the northern end of Rose Valley may be influenced by groundwater conditions outside Rose Valley (i.e., by variations in groundwater inflow from Owens Valley or variations in seepage rates from the Haiwee Reservoirs). Groundwater levels in the LADWP wells (V816 and V817) fell from 2002 to mid-2005, rose from mid-2005 until the spring of 2007, and subsequently began falling again. Groundwater levels in the LADWP wells were more variable than in any other wells in the valley. A comparison of water level data tabulated for the Haiwee South Reservoir, 2 miles north of the LADWP wells, to groundwater levels in the LADWP wells indicated no apparent correlation between water levels in the reservoir and groundwater levels between November and December 2007 (BLM, 2008).

### ***Haiwee Reservoir***

The South Haiwee Reservoir is located approximately three miles north of the project site and is owned and operated by LADWP as part of the LAA system, which supplies drinking water to the Los Angeles area. The crest of south Haiwee Dam is located at approximately 3,766 feet above mean sea level (amsl). Because of seismic stability concerns, the water level in the reservoir is currently limited to a maximum elevation 3,742 feet amsl. The water level in the reservoir typically rises during the winter rainy season.

## **1.4 Project Objective**

The objectives of the proposed project are to:

- Recover water seepage from Haiwee Reservoir to provide an additional water source for LADWP.
- Construct a new pipeline connection from an existing well to the LAA I.

## **1.5 Project Background**

In late 1980s, LADWP purchased a 120 acre property in northern Rose Valley. The property included two production wells that were used to supply water for irrigation for the now abandoned farming activity. The main purpose for the purchase of the property was to use the property as an aquifer storage and water recovery site, where surplus LAA water would be stored during wet and very wet years and pumped back during the dry and very dry years.

In 2008 the Coso Operating Company filed an application for a special use permit with Inyo County to pump approximately 4,800 acre-feet of groundwater each year from Hay Ranch property, located south of LADWP's property, to export out of Rose Valley for their geothermal project in Coso Range, located east of Rose Valley. The geothermal project was approved by the Inyo County Planning Commission and, on appeal, by the Board of Supervisors. Additional information can be found at: <http://inyoplanning.org/projects/Coso%20Geothermal/index.html>.

As a part of the Environmental Impact Report (EIR) preparation for the geothermal project, Coso Operating Company conducted groundwater modeling studies of flows in Rose Valley that showed that over 900 acre-feet per year of water seeps out of LADWP's South Haiwee Reservoir

into Rose Valley, and travels south through Haiwee Canyon to Rose Valley. This finding prompted LADWP to find a way to recover seepage losses and pump it back into the LAA1.

During the Coso Operating Company's EIR approval process, LADWP entered into a Memorandum of Understanding (MOU) with Coso Operating Company (LADWP, June 2009) that would allow the recovery of seepage losses from South Haiwee Reservoir. Recovery will be accomplished by modifying the existing well V817 for use as a production well and transporting the water via pipeline to LAA1. Changes in groundwater supply from pumping the recovered groundwater seepage is addressed in the MOU; the Coso Operating Company agreed to reduce its groundwater pumping by the same amount recovered in the event that pumping impacts the groundwater basin. Under Coso's Special Use Permit from Inyo County, the operating criteria are based on certain drawdown limits at a number of monitoring wells throughout Rose Valley. If water levels fall below trigger levels, Coso will have to reduce its pumping.

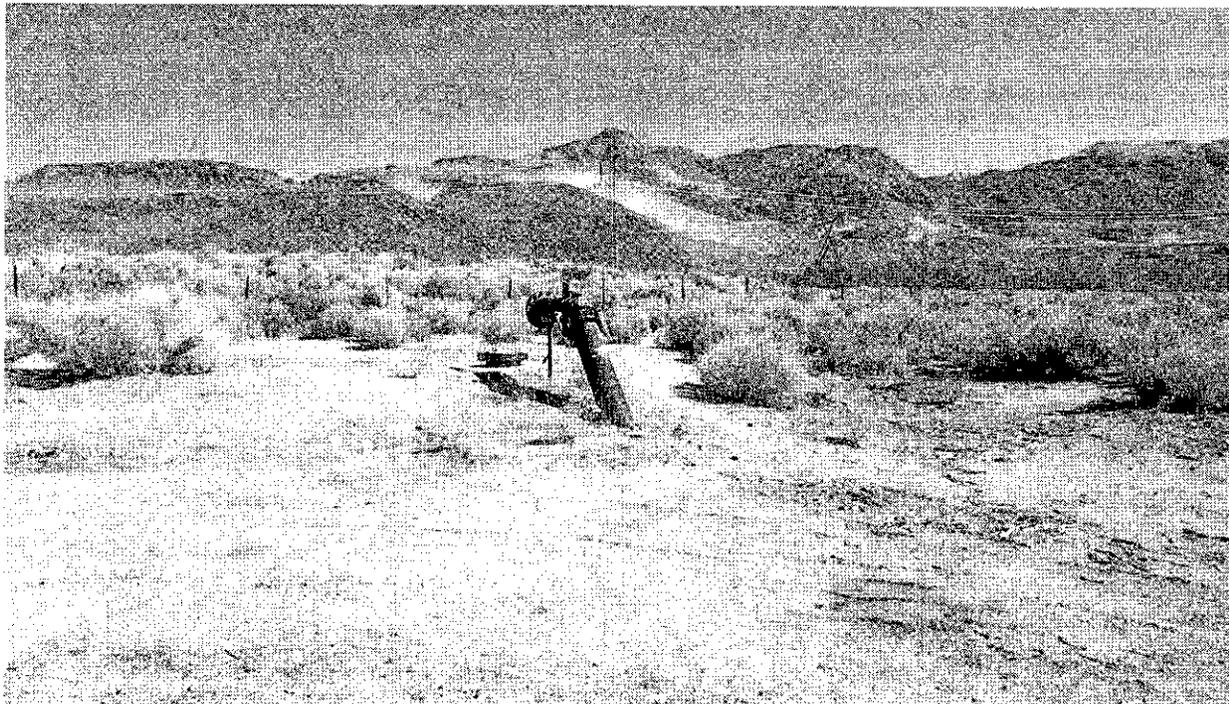
## 1.6 Project Description

LADWP proposes to recover water seepage from the Haiwee Reservoir by capturing the seeped water by reactivating an existing well previously used for irrigation purposes. Seepage rates are estimated between 900-1,100 AFY. Approximately 1,100 AFY of water would be withdrawn by operation of the well pump. Recovered water would be conveyed to the LAA1 by installing an 8-inch diameter water pipeline along an existing dirt access road across an abandoned agricultural field in the Rose Valley area of Inyo County. The 1,542 linear foot water pipeline would transport pumped water from Well V817 to the LAA1. The pipeline would extend from Well V817 to the LAA1 near a concrete access box at Station 156+94. Well V817 would be equipped to pump approximately 1.5 cfs to the LAA1 with a 100 hp submersible pump and motor.

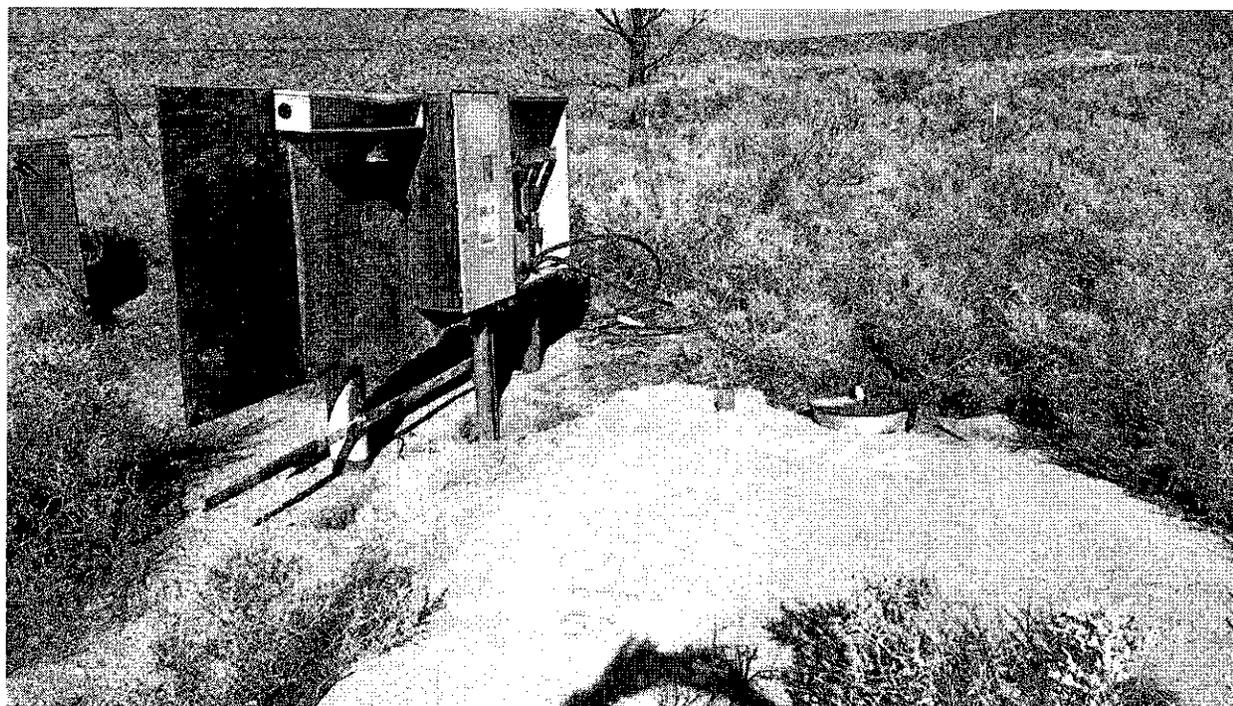
Two existing 25 feet by 25 feet concrete pads are located onsite. One concrete pad located northwest of the well would be used to upgrade an existing electrical panel and ancillary equipment would be mounted on racks in a fenced enclosure surrounding the pads. The second concrete pad is a well pad where a second abandoned well exists. This well, V816, is currently used as a monitoring well. The existing concrete pads would be used and construction of new pads would not be necessary. The fence enclosure around the concrete pads would be a maximum height of six feet. Electricity for Well V817 would be provided from an existing Southern California Edison (SCE) power line located northwest of the project area via an existing conduit. **Figures 3 and 4** provide views of the project site and locations of proposed improvements.

### 1.6.1 Project Construction

Construction of the proposed project would involve the installation of an 8-inch diameter water pipeline with a length of 1,542 feet that would transport pumped water from Well V817 to the LAA1. Access to the construction area would be from US Highway 395. All construction activities would occur within a 20-foot wide construction corridor along the project site to minimize disturbance to vegetation. All construction staging would also be located within the construction corridor. Other construction and employee vehicles would park along the existing



Well V817 in its current state.



Well V816 and the adjacent, unused electrical junction box/panels (one is far left). Power to the well pump will be controlled from the upgraded panel components that will be installed at this location.

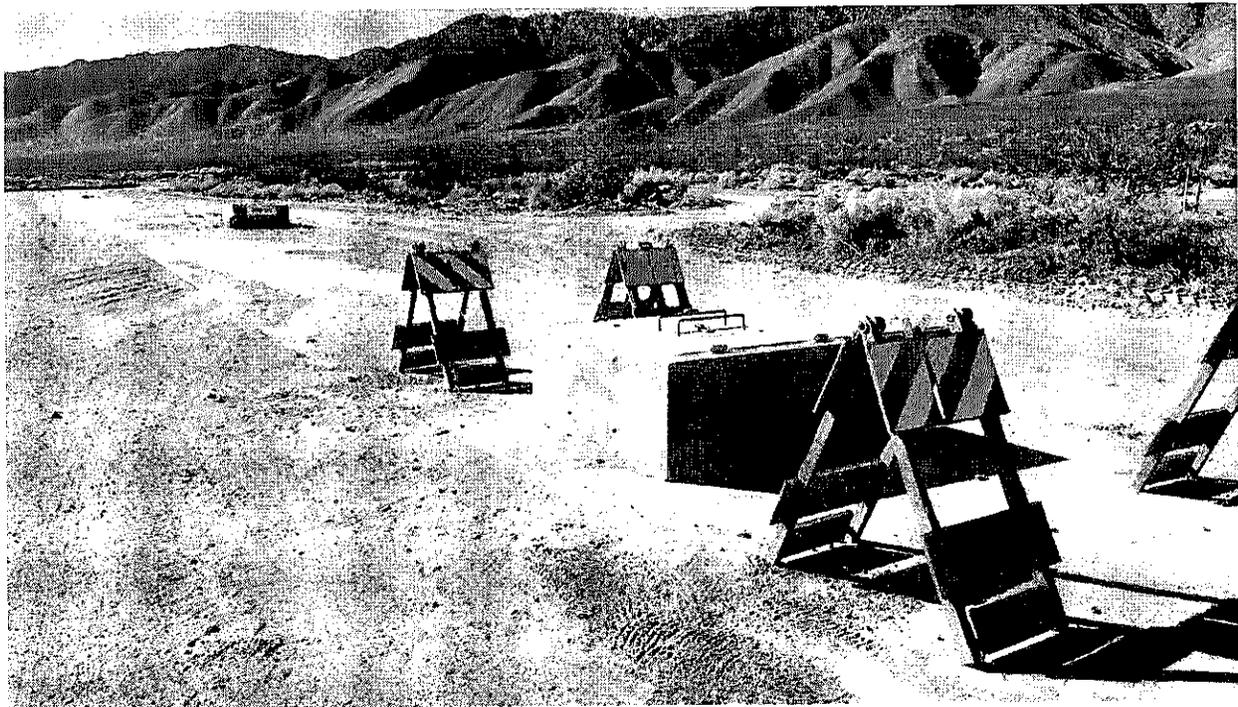
SOURCE: ESA, 2013

LADWP - Water Pipeline Installation Project . 211490.04

**Figure 3**  
Existing Setting



This is the existing dirt access road that will be excavated to allow placement of the pipeline connecting V817 to the First Los Angeles Aqueduct. Pipeline will deliver the pumped water to a concrete access box (in this picture, marked by barricades along the right side of the road in the distance)



Concrete access box atop the concrete cover for LAA1. Pipeline from well V817 will connect to this access box to deliver pumped well water.

SOURCE ESA, 2013

LADWP - Water Pipeline Installation Project . 211490.04

**Figure 4**  
Existing Setting

roadways or in turnouts from Highway 395. No vehicle maintenance would be conducted at or near the project site and vehicle fueling would only occur on existing roadways.

Trenching would be required for the installation of the pipeline. Construction vehicles would include a backhoe, flat bed truck, water truck, and accessory vehicles. The construction corridor would provide enough room for a backhoe to excavate the pipeline and stockpile the dirt to one side of the trench. A flat bed truck would be used to bring in the new pipe material, which would be lifted into the trench, and the backhoe would backfill the trench with the excavated soils. Approximately two to three construction truck trips are estimated to deliver material during the construction stage of the project and approximately five to eight construction workers are anticipated to travel to the site each weekday.

The pipe trenches would be excavated to a minimum depth of six inches below the bottom of the 8-inch diameter pipe and six inches on each side of the pipe. The pipe can be placed on sandbags placed adjacent to pipe bells. Alternatively, six inches of sand bedding material may be placed on the trench bottom for support under the pipe. The topsoil would be placed back on the surface of the disturbed areas to allow for vegetation restoration. Approximately 270 cubic yards (cy) of topsoil would be excavated and displaced, and then reused for backfilling after pipeline installation.

Construction of the proposed project would occur for approximately one month and would begin sometime in Spring of 2014. The duration of proposed project construction is based on an 8-hour weekday work day between 6:00 a.m. to 4:30 p.m., Monday through Thursday. No nighttime or weekend construction activities are anticipated.

## 1.6.2 Project Operation

Operation and maintenance activities for the proposed pipeline project would be minimal. The well would pump approximately 1.5 cfs to the LAA1. Approximately 1,100 AFY of water would be withdrawn from the well and delivered to the aqueduct. The pipeline would be located underground and would connect Well V817 to the LAA1. The pipeline, well, and associated equipment would require minimal maintenance and monitoring that would be related to periodic inspection for possible pipeline leaks. Maintenance activities would occur routinely but infrequently.

## 1.7 Project Review and Approvals

Approvals and/or permits would be required to implement the proposed project. The CEQA environmental documentation prepared for this proposed project would be used to facilitate compliance with federal and state laws and the granting of permits by the various state and local agencies. Proposed project approval includes the following:

- Approval of the MND

## SECTION 2

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# Environmental Checklist

The following discussion of potential environmental effects was completed in accordance with Section 15063(d)(3) of the CEQA Guidelines (2012) to determine if the proposed project may have a significant effect on the environment.

### 2.1 CEQA Initial Study Form

<b>Project Title</b>	Well V817 Rose Valley Pipeline Installation Project
<b>Lead Agency Name</b>	Los Angeles Department of Water and Power
<b>Lead Agency Address</b>	111 N. Hope Street, Room 1044, Los Angeles, CA 90012
<b>Contact Person</b>	Charles Holloway
<b>Contact Phone Number</b>	(213) 367 – 0285
<b>Project Sponsor</b>	Los Angeles Department of Water and Power
<b>Project Location</b>	Lat:36.10068, Long: -117.956061 Township 21S, Range 37E, Section 23 at Rose Valley in Southern Inyo County
<b>General Plan Designation</b>	Natural Resource (NR)
<b>Zoning</b>	Open Space (OS-40)
<b>Description of Project</b>	Please refer to the Chapter 2, Project Description.
<b>Surrounding Land Uses and Setting</b>	Please refer to the Chapter 2, Project Description.
<b>Responsible/Trustee Agencies</b>	Los Angeles Regional Water Quality Control Board
<b>Reviewing Agencies</b>	City of Los Angeles Department of Planning

## 2.2 Environmental Factors Potentially Affected

The proposed project could potentially affect the environmental factor(s) checked below. The following pages present a more detailed checklist and discussion of each environmental factor.

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Aesthetics                      | <input type="checkbox"/> Agriculture and Forestry Resources | <input checked="" type="checkbox"/> Air Quality                        |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources      | <input type="checkbox"/> Geology, Soils and Seismicity                 |
| <input type="checkbox"/> Greenhouse Gas Emissions        | <input type="checkbox"/> Hazards and Hazardous Materials    | <input type="checkbox"/> Hydrology and Water Quality                   |
| <input type="checkbox"/> Land Use and Land Use Planning  | <input type="checkbox"/> Mineral Resources                  | <input type="checkbox"/> Noise   |
| <input type="checkbox"/> Population and Housing          | <input type="checkbox"/> Public Services                    | <input type="checkbox"/> Recreation                                    |
| <input type="checkbox"/> Transportation and Traffic      | <input type="checkbox"/> Utilities and Service Systems      | <input checked="" type="checkbox"/> Mandatory Findings of Significance |

## 2.3 Determination: (To be completed by Lead Agency)

On the basis of this initial study:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, no further environmental documentation is required.

Charles C. Holloway  
Signature

August 1, 2013  
Date

Charles Holloway  
Manager of Environmental Assessment and Planning  
Los Angeles Department of Water and Power

For

# SECTION 3

## Environmental Impact Assessment

### 3.1 Aesthetics

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>1. AESTHETICS — Would the project:</b>				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

- a) **No Impact.** The proposed project would be located in the remote area of Rose Valley, Inyo County. The project area and immediate surrounding area is undeveloped and has not been designated as a scenic vista. The proposed project consists of installation of underground water infrastructure, and improvements to existing well pads that would include new electrical panels and ancillary equipment within a fenced enclosure. The fenced enclosure around the concrete pads would be a maximum height of six feet, which would not adversely impact, block, or alter views of any scenic vistas. As a result, no impacts to scenic vistas would occur.
- b) **No Impact.** There are no officially-designated State Scenic Highways in the vicinity of the project site, nor are there any known scenic resources, rock outcroppings, or historic buildings within the project site. The nearest roadway is US Highway 395, which is not designated as scenic and is located 0.5 mile west of the project area. Proposed project construction activities would be short-term and temporary and would not be visible from the highway due to its distance from the project site. Therefore, the proposed project would not impact scenic resources within a designated State Scenic Highway corridor. No impacts would occur.
- c) **Less than Significant.** The existing visual character of the proposed project and surrounding area is characterized as previously disturbed unpaved areas with a generally

flat topography and sparse vegetation. Views in the distance to the west show the Sierra Nevada Mountains and views to the east include the Basin and Range Region (Trans-Sierra), which include high mountain ranges and deep valleys. Construction activities could create an impact to the visual character or visual quality to the site; however, impacts would be short-term and temporary, lasting approximately one month. The well improvements would be confined to the existing well pad and the water pipeline alignment located entirely underground. At the end of construction, the site would be returned to pre-construction conditions, with exception of the new well equipment and new fence by the existing well pad. As a result, the proposed project would not substantially degrade or change the existing visual character or quality of the site and its surroundings. Therefore, impacts to visual character of the site and its surroundings would be less than significant.

- d) **No Impact.** Construction activities would occur during permitted daylight hours between 6:00 a.m. and 4:30 p.m. and no nighttime construction is anticipated. The use of external night lighting would not be required. At the end of construction, the water pipeline would be located entirely underground and the only aboveground structure would be the well pads and existing Well V817, which is of a subdued color and finish that would reduce reflection or glare. Operational inspection and maintenance activities would be minimal and infrequent. No security lighting is proposed for project operation. Therefore, implementation of the proposed project would not result in a substantial new source of light or glare that could affect nighttime views in the area. No impact would occur.

## 3.2 Agricultural and Forest Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>2. AGRICULTURAL AND FOREST RESOURCES —</b>				
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.				
<b>Would the project:</b>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Discussion

- a) **No Impact.** The project site has a land use designation of NR (Natural Resources) and is zoned as OS-40 (Open Space, 40-acre minimum lot size), which identifies the area for natural resource and open space uses. The adjoining areas are also designated NR and zoned OS-40. The project area was previously used as agricultural land but agricultural uses were abandoned in the late 1980s. According to the California Resources Agency Farmland Mapping and Monitoring Program, there is no Prime Farmland, Unique Farmland, or Farmland of Statewide Important within or adjacent to the project site.<sup>1</sup> Therefore, no impacts would occur.
- b) **No Impact.** The project site has a land use designation of NR and is zoned OS-40, which identifies the area for natural resource and open space uses. Inyo County does not offer a Williamson Act program. Thus, the project site is not under a Williamson Act contract.

<sup>1</sup> Source: Farmland Mapping and Monitoring Program, <http://www.conservation.ca.gov/dlrp/fmmp/Pages/Index.aspx>. Accessed 8/28/12.

The proposed project would not conflict with agricultural zoning or a Williamson Act contract and no impact would occur.

- c) **No Impact.** The project site has a land use designation of NR and is zoned as OS-40, which identifies the area for natural resource and open space uses. The project site and adjacent lands are not zoned for forest land, timberland, or timberland zoned for timberland production. Thus, no impacts would occur to lands zoned for forest land.
- d) **No Impact.** The project area is zoned OS-40, which identifies the area for natural resource and open space uses, and is not zoned as forest land. Furthermore, the proposed project site has sparse vegetation and is not located within or near a forest. The proposed project would install an underground water pipeline and well equipment that would not impact any trees. Thus, no impacts to forest land or forest use would occur.
- e) **No Impact.** See response 3.2 (a) and (d) above. The proposed project would involve the installation of a water pipeline and well facilities to convey water supplies. The proposed project would not convert potential farmland or forest land to non-agriculture/non-forestry use. Therefore, no impacts would occur to agriculture or forestry resources.

### 3.3 Air Quality

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>3. AIR QUALITY —</b>				
Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.				
<b>Would the project:</b>				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### Discussion

- a) **Less than Significant Impact with Mitigation Incorporated.** The proposed project is located in the Great Basin Unified Air Pollution Control District (GBUAPCD), which has jurisdiction over the Great Basin Valley's Air Basin. The purpose of GBUAPCD is to enforce federal, state, and local air quality regulations to ensure federal and state air quality standards are met. The proposed project is located within Coso Junction PM<sub>10</sub> Planning Area. The Coso Junction Planning area has been designated by the State and the United States Environmental Protection Agency (USEPA) as a non-attainment area of the state 24-hour average particulate matter of 10 microns or less (PM<sub>10</sub>) standards. In 2010, GBUAPCD prepared the 2010 Coso Junction PM<sub>10</sub> Maintenance Plan requesting that the Coso Junction PM<sub>10</sub> Planning area be redesignated from nonattainment for the NAAQ Standard for PM<sub>10</sub> (federal standard) to attainment. The Coso Junction is designated as an attainment area for PM<sub>10</sub> under federal standards (ARB, 2011). The primary PM<sub>10</sub> violations in the Owens Valley Planning Area stem from the wind-blown dust from the dry bed of Owens Lake, located north of the project area. The area has been designated as attainment or unclassified for all other ambient air quality standards including ozone. Air quality is considered excellent with the exception of PM<sub>10</sub>. Pursuant to the Federal Clean Air Act, the GBUAPCD is required to reduce emissions of criteria pollutants for which it is in nonattainment under state standards, which in this case is PM<sub>10</sub>.

The proposed project would involve short-term construction activities that include trenching, which could generate emissions of particulate matter. However, the proposed project would comply with applicable rules, ordinances, plans, and policies that would

minimize emissions during the short-term construction activities, such as GBUAPCD Rule 401 that requires fugitive dust emission control measures to be implemented to adequately prevent visible dust from leaving the property and to maintain compliance with the PM<sub>10</sub> standard from the air quality plan. In addition, Mitigation Measures AQ-1 through AQ-4 would be implemented to reduce impacts to less than significant levels. As a result, implementation of the proposed project would not with or obstruct implementation of the applicable air quality plan.

- b) **Less than Significant Impact with Mitigation Incorporated.** The GBUAPCD has not established numerical air quality significance thresholds to quantitatively evaluate air quality impacts. However, projects located within the jurisdiction of the GBUAPCD have utilized the numerical standards of the Mojave Desert Air Quality Management District (MDAQMD). The air quality and pollutant attainment status in portions of the Mojave Desert Air Basin (MDAB) are similar to those of the Great Basin Valley Air Basin (GBVAB); therefore, the numerical thresholds set for MDAB by the MDAQMD are considered adequate to serve as significance thresholds for the proposed project.

#### **Air Quality Emissions Thresholds**

Based on the MDAQMD thresholds, the proposed project construction emissions would result in a significant impact if regional emissions from both direct and indirect sources would exceed any of the following threshold levels:

- 137 pounds per day for nitrogen oxides (NO<sub>x</sub>);
- 137 pounds a day for volatile organic compounds (VOC);
- 82 pounds per day for PM<sub>10</sub>;
- 82 pounds per day PM<sub>2.5</sub>;
- 550 pounds per day for carbon monoxide (CO); and
- 137 pounds per day for sulfur oxides (SO<sub>x</sub>).

The proposed project includes recovering Haiwee Reservoir water seepage and installation of a water pipeline from Well V817 to the LAA1. Construction equipment would include a backhoe, flat bed truck, water truck, and accessory vehicles. Construction activities for pipeline and well improvements would create minimal short-term temporary air quality impacts resulting from construction equipment, worker trips, and truck hauling trips. Approximately 10 to 16 vehicle round-trips would occur per day for the duration of the construction. As shown in **Table 1**, projected emissions for vehicles and construction equipment would be substantially below significance thresholds and would therefore not result in a significant impact. In addition, GBUAPCD Rule 401 requires that fugitive dust emission control measures be implemented to adequately prevent visible dust from leaving the property and to maintain compliance with the PM<sub>10</sub> standard. LADWP would be required to comply with Rule 401. Implementation of Mitigation Measures **AQ-1** through **AQ-4** would further reduce air quality dust emissions during construction.

**TABLE 1**  
**MAXIMUM DAILY EMISSIONS FROM PROJECT CONSTRUCTION**  
**(pounds per day)**

Activity	Estimated Emissions (lbs/day)					
	VOC	NO <sub>x</sub>	SO <sub>2</sub>	CO	PM <sub>10</sub>	PM <sub>2.5</sub>
Pipeline Trenching	0.93	4.36	0.01	6.2	0.54	0.35
<i>MDAQMD Significance Thresholds</i>	<i>137</i>	<i>137</i>	<i>137</i>	<i>550</i>	<i>82</i>	<i>82</i>
Significant Impact (Yes or No)	No	No	No	No	No	No

Project construction emissions estimates for off-road equipment were calculated using CalEEMod Version 2011.1.1. See **Appendix A** for data emission sheets.

SOURCE: ESA, 2012.

Upon completion of construction activities, operation of the proposed project would not include components that would generate emissions that would impact the air quality of the area. Operations and maintenance activities including pipeline inspection, maintenance, and/or repairs would be minimal resulting in negligible emissions that would not exceed significance thresholds. Therefore, operational impacts related to air quality would be less than significant.

#### **Mitigation Measures**

**AQ-1:** Construction areas in unpaved easements and staging areas shall be sprayed with water as necessary during construction to prevent excessive amounts of dust; preferably in the late morning and after work is done for the day.

**AQ-2:** Construction vehicles shall be limited to 15 mph on unpaved roads and construction areas.

**AQ-3:** All dust generating activities (e.g. trenching and excavation) shall cease during periods of high winds (i.e. greater than 25 mph averaged over one hour) or during Stage 1 or Stage 2 dust episodes.

**AQ-4:** Construction vehicles shall limit and minimize idling time whenever possible.

**Significance after Mitigation:** Less Than Significant

- c) **Less than Significant Impact.** The project area is located in the Coso Junction Planning area which is characterized as a non-attainment area for PM<sub>10</sub>. Proposed project construction would result in dust emissions from trenching activities during the construction and installation of the water pipeline. GBUAPCD Rule 401 requires that fugitive dust emission control measures be implemented to adequately prevent visible dust from leaving the property and to maintain compliance with the PM<sub>10</sub> standard. LADWP would be required to comply with Rule 401. As discussed above in 3.3 (b), the proposed project would not significantly increase emissions of PM<sub>10</sub>. Implementation of Mitigation Measures AQ-1 through AQ-4 would further reduce project-related emissions.

As the proposed project would not exceed the maximum daily emissions of criteria pollutants (Table 1), would comply with all applicable rules and regulation, and implement recommended mitigation measures, the proposed project would not result in a cumulative considerable net increase of any criteria pollutant. Therefore, impacts would be less than significant.

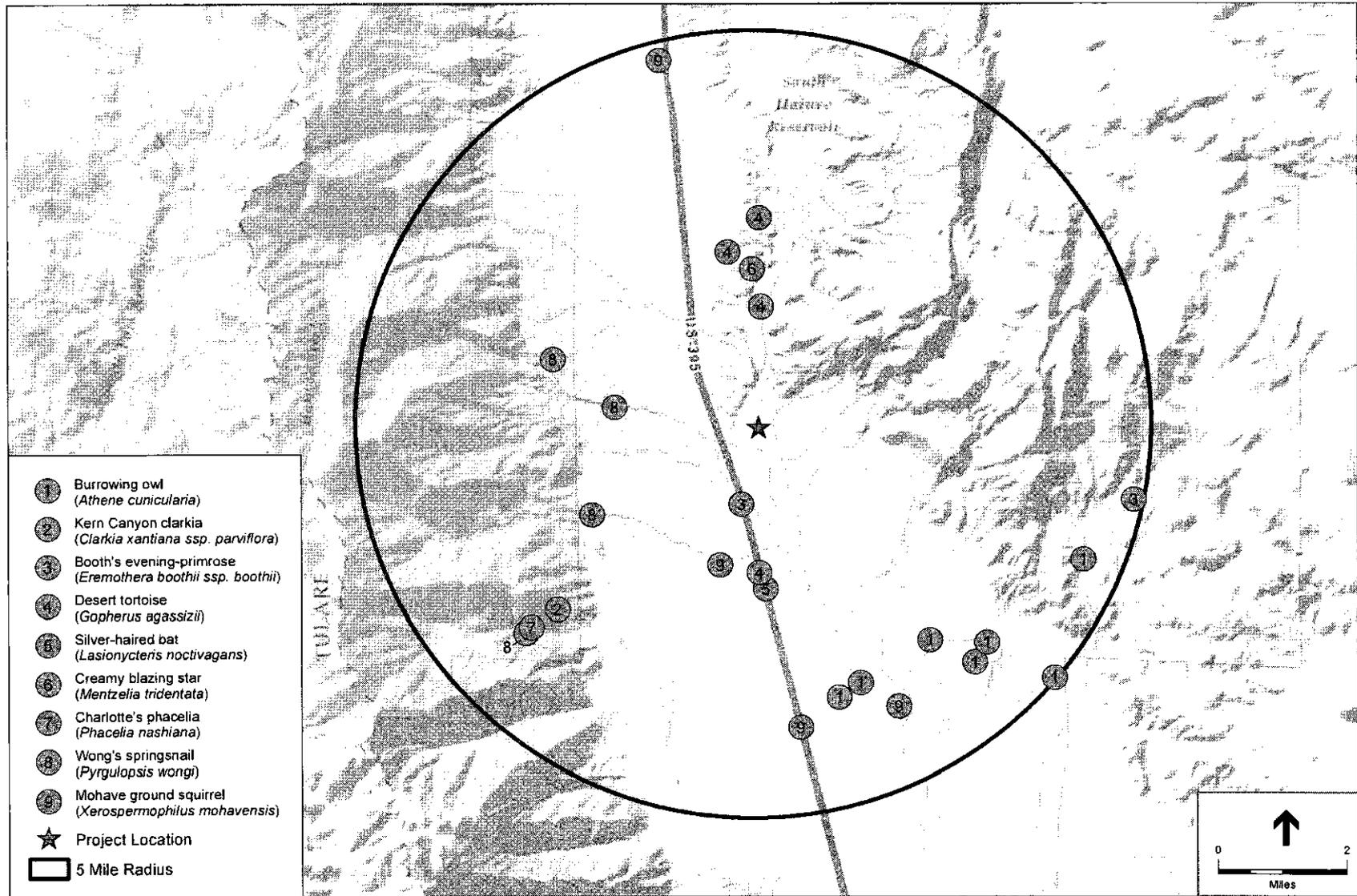
- d) **No Impact.** The proposed project would not emit air pollutants in substantial concentrations that would affect nearby sensitive receptors. As shown in Table 1, projected emissions for vehicles and construction equipment would be substantially below significance thresholds and would therefore not result in a significant impact. No sensitive receptors are located in proximity to the project area. In addition, operational emissions would be negligible. Because no sensitive receptors are located in proximity to the project area and construction emissions would be short-term, temporary, and well below significance thresholds, no impacts would occur.
- e) **Less than Significant Impact.** Project construction could result in construction-related emissions that could generate objectionable odors. However, these odors would be short-term and temporary and no sensitive receptors are located in proximity to the project area. Operation of the proposed project would not emit odors that would affect a substantial number of people. Therefore, the proposed project would not result in significant sources of odor during construction or operation and impacts would be less than significant.

### 3.4 Biological Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>4. BIOLOGICAL RESOURCES — Would the project:</b>				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

- a) **Less than Significant with Mitigation Incorporation.** To identify potential biological resources in the project area, a query of special-status species that have been recorded in the vicinity (and region) was conducted. This query included the California Natural Diversity Database (CNDDDB), which is maintained by the California Department of Fish and Wildlife (CDFW). The query consisted of a search of nine U.S. Geological Survey (USGS) 7.5-minute quadrangles, including Coso Junction, Haiwee Reservoir, Upper Centennial Flat, Cactus Peak, Volcano Peak, Little Lake, Sacatar Canyon, and Long Canyon and Haiwee Pass. In addition, a query of the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants On-line Inventory was conducted, which also included these nine USGS quadrangles. The United States Fish and Wildlife Service (USFWS) special-status species list for Inyo County was also accessed to identify any listed species previously recorded in the region of the project site. The approximate location of special-status species identified in the database searches are provided in **Figure 5** (CDFG 2012a; CNPS 2012; USFWS 2010), which shows all recorded occurrences within a five mile radius of the project area.



SOURCE: ESA 2012, ESRI, CNDDDB

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**Figure 5**  
 California Natural Diversity Database  
 Special-Status Species Occurrences

The special-status plants and wildlife identified in the database search are provided in **Tables 2 and 3**, respectively. These tables identify the protective status of each species, the preferred habitat, and the probability of occurrence in the project area. The “Potential for Occurrence” category is defined as follows:

- **Unlikely:** The project site and/or immediate area does not support suitable habitat for a particular species, and therefore the project is unlikely to impact this species.
- **Low Potential:** The project site and/or immediate area only provides limited habitat for a particular species. In addition, the known range for a particular species may be outside of the immediate project area.
- **Medium Potential:** The project site and/or immediate area provides suitable habitat for a particular species, and proposed development may impact this species.
- **High Potential:** The project site and/or immediate area provides ideal habitat conditions for a particular species and/or known populations occur in the immediate area

**TABLE 2  
SPECIAL-STATUS PLANT SPECIES WITH POTENTIAL TO OCCUR IN PROJECT AREA**

Species	Status (Federal/State/ CRPR List)	Preferred Habitat	Flowering Period	Probability of Occurrence on Project Site
Ripley's aliciella ( <i>gilia</i> ) ( <i>Aliciella ripleyi</i> ) (formerly <i>Gilia ripleyi</i> )	-/-/2.3	Perennial herb. Mojave Desert in Inyo and San Bernardino Counties; Nevada. Carbonate soils in Mojavean desert scrub; 305 - 1,900 meters in elevation.	May-Jul	Low. Suitable desert scrub habitat exists within the project site; however, there is a low potential that this species would be present within the 0.23 acre of Mohave scrub that would be temporarily impacted.
Darwin Mesa milk-vetch ( <i>Astragalus atratus</i> var. <i>mensanus</i> )	-/-/1B.1	Perennial herb. Desert mountains north and west of Panamint Valley, Inyo County. Volcanic clay or gravelly soils in Great Basin scrub, Joshua tree woodland, pinyon-juniper woodland; 1,340 - 2,315 meters in elevation.	Apr-Jun	None: Project site is outside the range of the species.
Kern Plateau milk-vetch ( <i>Astragalus lentiginosus</i> var. <i>kernensis</i> )	-/-/1B.2	Perennial herb. Meadow and seeps and subalpine coniferous forests. From 2,240 - 2,750 meters in elevation.	Jun - Jul	None: Project site is outside the range of the species.

**TABLE 2  
SPECIAL-STATUS PLANT SPECIES WITH POTENTIAL TO OCCUR IN PROJECT AREA**

<b>Species</b>	<b>Status (Federal/State/ CRPR List)</b>	<b>Preferred Habitat</b>	<b>Flowering Period</b>	<b>Probability of Occurrence on Project Site</b>
common moonwort ( <i>Botrychium lunaria</i> )	-I-12.3	Perennial rhizomatous herb. Meadow and seeps, subalpine coniferous forest, and upper montane coniferous forest. From 1,980 – 3,400 meters in elevation.	Aug	None: Project site is outside the range of the species.
mingan moonwort ( <i>Botrychium minganense</i> )	-I-12.2	Perennial rhizomatous herb. Lower montane coniferous forest. From 1,455 – 2,105 meters in elevation.	Jul - Sep	None: Project site is outside the range of the species.
white pygmy-poppy ( <i>Canbya candida</i> )	-I-14.2	Annual herb. Typically found in Joshua tree woodland. From 600 - 1,460 meters in elevation.	Mar-Jun	Unlikely: No suitable habitat exists within the project site.
Kern Canyon clarkia ( <i>Clarkia xantiana</i> ssp. <i>parviflora</i> )	-I-14.2	Annual herb. Found in chaparral, cismontane woodland, Great Basin scrub, and valley and foothill grassland. From 700 - 3,620 meters in elevation.	May-Jun	Low: No suitable habitat exists within the project site; however one CNDDB occurrence is documented within five miles of the project site. There is a low potential that this species would be present within the 0.23 acre of Mohave scrub that would be temporarily impacted.
<i>Cordylanthus eremicus</i> ssp. <i>kernensis</i> Kern Plateau bird's- beak	-I-11B.3	Annual herb hemiparasitic. Found in Great Basin scrub, Joshua tree woodland, and cismontane woodland. From 1,675 – 3,000 meters in elevation.	Jul-Sep	None: Project site is outside the range of the species.
Ripley's cymopterus ( <i>Cymopterus ripleyi</i> var. <i>saniculoides</i> )	-I-11B.2	Perennial herb. Found in Inyo County and Nevada in Joshua tree woodland, and Mohavean desert scrub on sandy, carbonate soils. From 1,000 – 1,660 meters in elevation.	Apr-Jun	Low. Suitable desert scrub habitat exists within the project site; however, there is a low potential that this species would be present within the 0.23 acre of Mohave scrub that would be temporarily impacted.
Mojave tarplant ( <i>Deinandra</i> <i>mohavensis</i> )	-I/Endangered/11B.3	Annual herb. Found in chaparral and riparian scrub. From 640 – 1600 meters in elevation.	May - Jan	None: No suitable habitat exists within the project site.

**TABLE 2  
SPECIAL-STATUS PLANT SPECIES WITH POTENTIAL TO OCCUR IN PROJECT AREA**

<b>Species</b>	<b>Status (Federal/State/ CRPR List)</b>	<b>Preferred Habitat</b>	<b>Flowering Period</b>	<b>Probability of Occurrence on Project Site</b>
Booth's evening-primrose ( <i>Eriogonum boothii</i> ssp. <i>boothii</i> )	-/-/2.3	Annual herb. Occurs in Joshua tree woodland and pinon and juniper woodlands. From 900 – 2,400 meters in elevation.	Apr - Sep	Low: No suitable habitat exists within the project site; however two CNDDDB records exist within 5 miles of the project site. There is a low potential that this species would be present within the 0.23 acre of Mohave scrub that would be temporarily impacted.
Pinyon Mesa buckwheat ( <i>Eriogonum mensicola</i> )	-/-/1B.3	Perennial herb. Found in Great Basin scrub, pinon and juniper woodlands, and upper montane coniferous forest. From 1,800 – 2,805 meters in elevation.	Jul - Sep	None: Project site is outside the range of the species.
Olancha Peak buckwheat ( <i>Eriogonum wrightii</i> var. <i>olanchense</i> )	-/-/1B.3	Perennial herb. Found in alpine, alpine boulder and rock field, and subalpine coniferous forest. From 3,260 – 3,535 meters in elevation.	Jul - Sep	None: Project site is outside the range of the species.
field ivesia ( <i>Ivesia campestris</i> )	-/-/1B.2	Perennial herb. Found in meadows and seeps, subalpine coniferous forest, and upper montane coniferous forest. From 1,975 – 3,350 meters in elevation.	Jun - Aug	None: Project site is outside the range of the species.
Father Crowley's lupine ( <i>Lupinus padre-crowleyi</i> )	-/Rare/1B.2	Perennial herb. Found in Great Basin scrub, riparian forest, riparian scrub, and upper montane coniferous forest. From 2,200 – 4,000 meters in elevation.	Jul - Aug	None: Project site is outside the range of the species.
creamy blazing star ( <i>Mentzelia tridentata</i> )	-/-/1B.3	Annual herb. Occurs in Mohavean desert scrub in rocky, gravelly, or sandy soils. From 700 – 1,160 meters in elevation.	Mar - May	Low. Suitable desert scrub habitat exists within the project site; however, there is a low potential that this species would be present within the 0.23 acre of Mohave scrub that would be temporarily impacted. The CNDDDB indicates that one recorded occurrence is within 5 miles of the project site.

**TABLE 2  
SPECIAL-STATUS PLANT SPECIES WITH POTENTIAL TO OCCUR IN PROJECT AREA**

<b>Species</b>	<b>Status (Federal/State/ CRPR List)</b>	<b>Preferred Habitat</b>	<b>Flowering Period</b>	<b>Probability of Occurrence on Project Site</b>
Sweet-smelling monardella ( <i>Monardella beneolens</i> )	-/1B.3	Perennial rhizomatous herb. Found in Inyo, Kern, and Tulare Counties; known from few occurrences on the eastern Sierran crest. Granitic substrates in alpine boulder and rock field, subalpine and upper montane coniferous forest; 2,500 - 3,500 meters in elevation.	Jul - Sep	None: Project site is outside the range of the species.
Death Valley beardtongue ( <i>Penstemon fruticiformis</i> var. <i>amargosae</i> )	-/1B.3	Perennial herb. Found in Inyo and San Bernardino Counties and in Nevada. Occurs in Mohavean desert scrub; 850-1,400 meters in elevation.	Apr - Jun	Low. Suitable desert scrub habitat exists within the project site; however, there is a low potential that this species would be present within the 0.23 acre of Mohave scrub that would be temporarily impacted.
Charlotte's phacelia ( <i>Phacelia nashiana</i> )	-/1B.2	Annual herb. Occurs in Joshua tree woodland, Mohavean desert scrub, and pinon and juniper woodland in granitic and sandy soils. From 600 - 2,200 meters in elevation.	Mar - Jun	Low. Suitable desert scrub habitat exists within the project site; however, there is a low potential that this species would be present within the 0.23 acre of Mohave scrub that would be temporarily impacted. The CNDDDB indicates that one recorded occurrence is within 5 miles of the project site.
Owens Valley checkerbloom ( <i>Sidalcea covillei</i> )	-/Endangered/1B.1	Perennial herb. Occurs in Great Basin scrub, limestone, meadows and seeps, and other wetland habitats. From 1,095 - 1,415 meters in elevation.	Apr - Jun	Unlikely: No suitable habitat exists within the project site.
cut-leaf checkerbloom ( <i>Sidalcea multifida</i> )	-/12.3	Perennial herb. Occurs in Great Basin scrub, Joshua tree woodland, lower montane coniferous forest, meadows and seeps, and pinon and juniper woodlands. From 1,750 - 2,800 meters in elevation.	May - Sep	Unlikely: No suitable habitat exists within the project site.

**TABLE 2  
SPECIAL-STATUS PLANT SPECIES WITH POTENTIAL TO OCCUR IN PROJECT AREA**

Species	Status (Federal/State/ CRPR List)	Preferred Habitat	Flowering Period	Probability of Occurrence on Project Site
Dedecker's clover ( <i>Trifolium dedeckerae</i> ) (syn. <i>T. macilentum</i> var. <i>dedeckerae</i> )	-/1B.3	Perennial herb. Found in the eastern Sierras in Tulare and Inyo Counties, the White Mountains in Inyo County, south to Spanish Needle area in Kern County. Rocky, gravelly slopes in variety of arid vegetation types including coniferous forest, pinyon-juniper woodland, and sagebrush scrub; 2,100 – 3,500 meters in elevation.	Jun-Jul	None: Project site is outside the range of the species.
grey-leaved violet ( <i>Viola pinetorum</i> var. <i>grisea</i> )	-/1B.3	Perennial herb. Occurs in subalpine coniferous forest and upper montane coniferous forest. From 1,500 – 3,400 meters in elevation.	Apr - Jul	None: Project site is outside the range of the species.

*CNPS California Rare Plant Rank (CRPR) Status*

List 1B = Plants Rare, Threatened, Endangered in California and elsewhere

List 2 = Plants Rare, Threatened, or Endangered in California, But More Common Elsewhere

*Threat ranks*

.1 = seriously Endangered in California

.2 = fairly Endangered in California

.3 = Not very threatened in California (low degree/immediacy of threats or no current threats known)

**TABLE 3  
SPECIAL-STATUS WILDLIFE SPECIES WITH POTENTIAL TO OCCUR IN PROJECT AREA**

Species	Status: Federal/State	Preferred Habitat	Probability of Occurrence on Project Site
<b>Invertebrates</b>			
Wong's spring snail ( <i>Pyrgulopsis wongi</i> )	- / -	Found in Great Basin flowing waters and in meadows and seeps.	None: No suitable habitat present.
<b>Fish</b>			
Volcano Creek golden trout ( <i>Oncorhynchus mykiss aguabonita</i> )	-/Sp. of Special Concern	Found in aquatic habitats with flowing waters (Sacramento and San Joaquin).	None: No suitable habitat present.
Owens speckled dace ( <i>Rhinichthys osculus</i> ssp. 2)	-/Sp. of Special Concern	Found in aquatic habitats with flowing waters in the Great Basin	None: No suitable habitat present.

**TABLE 3  
SPECIAL-STATUS WILDLIFE SPECIES WITH POTENTIAL TO OCCUR IN PROJECT AREA**

<b>Species</b>	<b>Status: Federal/State</b>	<b>Preferred Habitat</b>	<b>Probability of Occurrence on Project Site</b>
<b>Reptiles</b>			
Desert tortoise ( <i>Gopherus agassizii</i> )	Threatened/Threatened	Desert scrub, desert wash, and Joshua tree woodland habitats. Requires friable soil for burrow and nest construction. Prefers creosote bush habitat with large annual wildflower blooms.	Low: Suitable habitat is present and known populations exist within the vicinity of the project site (USFWS 2011). No individuals or sign of recent activity was observed during 2012 field assessments and the potential for desert tortoises to be present within the 1.12 acre project site is low.
<b>Birds</b>			
burrowing owl ( <i>Athene cucularia</i> )	-/Sp. of Special Concern	Open, dry annual or perennial grasslands, deserts, and scrublands characterized by low-growing vegetation. A subterranean nester dependent upon burrowing mammals, particularly the California ground squirrel	Low: Suitable habitat present; however, no sign of burrowing owls or suitable-size burrows were observed during field assessments conducted in 2012. Borrowing owls could winter within the Mohave scrub on the project site; however, the potential for burrowing owls to be present within the 1.12 acre project site is low.
Swainson's hawk ( <i>Buteo swainsoni</i> )	-/Threatened	Stands with few trees, juniper-sage flats, riparian habitat, and oak savannah. Forages in adjacent grasslands and agricultural fields and pastures.	Low. No suitable nesting habitat is present on the project site. Although there is suitable foraging habitat, the potential for Swainson's hawk to be present within the 1.12 acre project site is low.
loggerhead shrike ( <i>Lanius ludovicianus</i> )	-/Sp. of Special Concern	Lowlands and foothills throughout California. Prefers open habitats with scattered shrubs, trees, posts, fences, and other perches.	Observed: A loggerhead shrike was observed on a shrub located on the project site. This species is expected to inhabit the area. However, the potential for loggerhead shrikes to be present within the 0.23 acre of Mohave desert scrub that would be temporarily disturbed is low.

**TABLE 3**  
**SPECIAL-STATUS WILDLIFE SPECIES WITH POTENTIAL TO OCCUR IN PROJECT AREA**

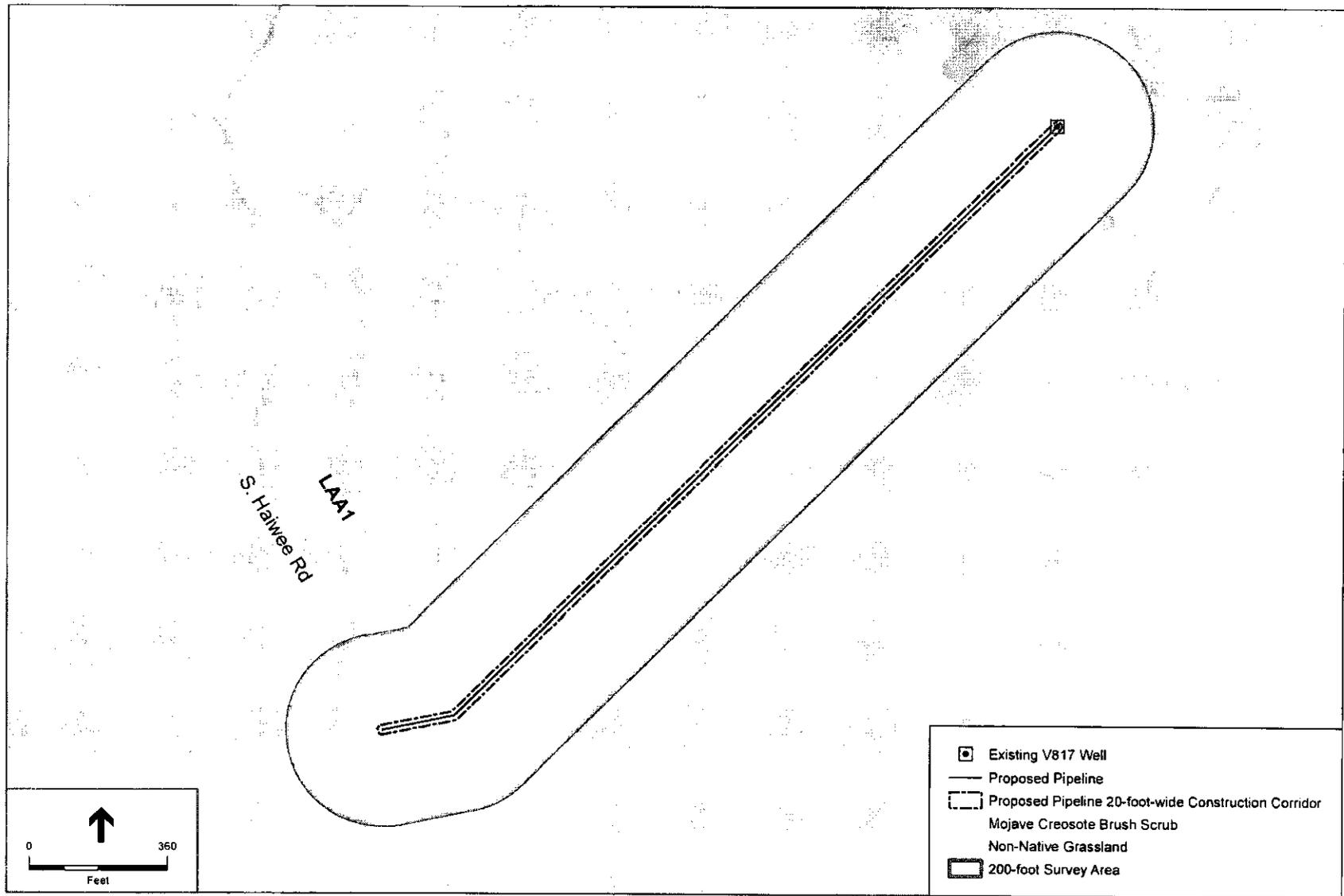
<b>Species</b>	<b>Status: Federal/State</b>	<b>Preferred Habitat</b>	<b>Probability of Occurrence on Project Site</b>
Le Conte's thrasher ( <i>Toxostoma lecontei</i> )	-/Sp. of Special Concern	Resident of desert areas, primarily in open desert wash, desert scrub, alkali desert scrub, and desert succulent scrub habitats. Nests in dense, spiny shrub or densely branched cactus, usually 2-8 ft. above ground in desert wash habitat.	Medium: Suitable foraging habitat is present in the scrub habitats on and around the project site; however, no suitable nesting habitat is present.
<b>Mammals</b>			
pallid bat ( <i>Antrozous pallidus</i> )	-/Sp. of Special Concern	Occurs throughout California except the high Sierra from Shasta to Kern County and the northwest coast, primarily at lower and mid elevations. Occurs in a variety of habitats from desert to coniferous forest. Most closely associated with oak, yellow pine, redwood, and giant sequoia habitats in northern California and oak woodland, grassland, and desert scrub in southern California. Relies heavily on trees for roosts.	None: No suitable habitat present.
Townsend's big-eared bat ( <i>Corynorhinus townsendii</i> )	-/Sp. of Special Concern	Most common in mesic sites throughout California. Roosts in the open, hanging from walls and ceilings.	Low: No suitable roosting habitat present, but foraging habitat is present in project vicinity.
silver-haired bat ( <i>Lasiorycteris noctivagans</i> )	- / -	Occurs in lower montane coniferous forest and old-growth riparian forests.	None: No suitable habitat present.
Owens Valley vole ( <i>Microtus californicus vallicola</i> )	-/Sp. of Special Concern	Typically inhabits meadow and seeps and other wetland habitats.	None: No suitable habitat present.

**TABLE 3  
SPECIAL-STATUS WILDLIFE SPECIES WITH POTENTIAL TO OCCUR IN PROJECT AREA**

<b>Species</b>	<b>Status: Federal/State</b>	<b>Preferred Habitat</b>	<b>Probability of Occurrence on Project Site</b>
Mohave ground squirrel ( <i>Spermophilus mohavensis</i> )	-/Threatened	Open desert scrub, alkali scrub, and Joshua tree woodland. Endemic to the Mojave Desert. Prefers sandy-to-gravelly soils and avoids rocky places. Finds cover and nests in burrows at the base of shrubs.	Low: The open and disturbed non-native grassland along the proposed pipeline alignment does not provide suitable habitat. However, Mohave ground squirrels could use the shrubs located within and adjacent to the perimeter of the site for migrating to the north and south. Known populations occur in the vicinity (Leitner 2008). However, the potential for Mohave ground squirrel to be present within the 0.23 acre of Mohave desert scrub that would be temporarily disturbed is low.

On July 29, 2012, LADWP biologists conducted a habitat assessment of the project alignment and a 200-foot buffer area to evaluate the potential for burrowing owl (*Athene cunicularia*), desert tortoise (*Gopherus agassizii*), Mohave Ground Squirrel (MGS) (*Xerospermophilus mohavensis*), rare plants, and other regionally sensitive species to occur. In addition, ESA's Director of Biological Resources, Greg Ainsworth, conducted a site reconnaissance on March 9, 2012, to characterize on-site and adjacent habitat conditions. The results of the habitat assessment are described below.

The majority of the project site has been disturbed by previous cattle grazing activities. In general, the shrub cover within the project site is sparse. The two plant communities that occur on and adjacent to the project site include Mojave Creosote Bush Scrub and Non-native Grassland. The proposed pipeline alignment is dominated by non-native grasses and Mojave Creosote Bush Scrub around Well V817 and LAA1 Station 156+94 (See **Figure 6**). The dominant shrub species observed on the proposed project site include creosote (*Larrea tridentata*) and allscale (*Atriplex polycarpa*). Other species observed in much lower densities include rayless goldenhead (*Acamptopappus sphaerocephalus*), white bur-sage (*Ambrosia dumosa*), cheesebush (*Ambrosia salsola*), Cooper's goldenbush (*Ericameria cooperi* var. *cooperi*), fiddleneck (*Amsinckia* spp.), western tansy mustard (*Descurainia pinnata*), Mojave indigo bush (*Psoralethamnus arborescens*), gilia (*Gilia* spp.), cholla (*Cylindropuntia* spp.) and beavertail pricklypear (*Opuntia basilaris*).



SOURCE: ESA 2012, ESRI

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**Figure 6**  
Existing Vegetation

Several other common (annual) plant species that were not observed due to the timing of the field visits but may occur onsite because they are known to occur in the vicinity include: coreopsis (*Coreopsis bigelovii*), rosy gilia (*Gilia sinuata*), chick lupine (*Lupinus microcarpus* var. *horizontalis*), white fiesta flower (*Pholistoma membranaceum*) and thistle sage (*Salvia carduacea*) (BioHere 2012).

Wildlife species observed are typical for the region. No habitat for amphibians exists onsite and one reptile species, side-blotched lizard (*Uta stansburiana*), was observed. Bird species observed during the assessment included loggerhead shrike (*Lanius ludovicianus*), Bullock's oriole (*Icterus bullockii*), red-tailed hawk (*Buteo jamaicensis*), and black phoebe (*Sayornis nigricans*). The Loggerhead shrike is a California Species of Special Concern; however, no evidence of breeding or nesting was observed, the observed bird was likely foraging or passing through the site. The only mammal observed was Antelope ground squirrel (*Ammospermophilus leucurus*). This species had many burrows along the project alignment both under shrubs and out in the open.

Common wildlife species not observed but expected to occur in the area include mule deer (*Odocoileus hemionus*), bobcat (*Lynx rufus*), and vagrant shrew (*Sorex vagrans*) (Jameson & Peeters 2004). Additionally, many migratory birds forage and stopover in the area and numerous other birds are known to breed and nest in the vicinity, including chukars (*Alectoris graeca*), Gambel's quail (*Lophortyx gambelii*), mountain quail (*Oreortyx pictus*) and mourning dove (*Zenaidura macroura*). Raptors including golden eagles (*Aquila chrysaetos*), prairie falcon (*Falco mexicanus*), and long-eared owls (*Asio otus*) are also known to forage in the area (BioHere 2012) (Sibley 2003).

### **Habitat Impacts**

Direct impacts as a result of project-related construction activities would include the temporary disturbance of native and non-native plant communities utilized as habitat by both common and rare wildlife, fugitive dust, and increased noise from operation of heavy equipment in these areas. Clearing, grading and trenching (within a 20-foot-wide corridor over the length of the alignment) would temporarily impact 0.18 acre of disturbed Mojave Creosote Bush Scrub and 0.71 acre of non-native grassland along the project alignment. This totals 0.89 acres of temporary ground disturbance impacts to habitat, as listed in **Table 4**.

**TABLE 4  
PROJECT IMPACTS TO HABITAT (ACRES)**

<b>Plant Community</b>	<b>Temporary Impacts</b>
Mojave Creosote Bush Scrub	0.18
Non-Native Grassland	0.71
<b>Total</b>	<b>0.89</b>

SOURCE: ESA, 2013

The temporary disturbance from project construction activities would not result in a substantial loss of habitat that would affect the ability of species to disperse and persist throughout the project area and surrounding vicinity. In addition to the direct impacts, indirect temporary impacts to biological resources could include the establishment of non-native and invasive weeds. Operational project activities would include periodic/intermittent human presence for maintenance activities that would not result in significant impacts to onsite habitat. Furthermore, no permanent impacts to existing onsite plant and habitat communities would occur from implementation of the proposed project.

### ***Special-Status Plant Impacts***

No special-status plant species were identified on or adjacent to the project site; therefore, the potential for such species to occur is low. The proposed project, however, has potential to result in the removal of some native desert scrub vegetation, including native cacti such as cholla and beavertail pricklypear. The following CNPS "Rare" herbaceous species have a moderate potential to occur within the Mohave scrub community that occurs at the ends of the pipeline alignment (Figure 3): Ripley's aliciella, Ripley's cymopterus, creamy blazing star, Death Valley beardtongue, and Charlotte's phacelia. However, the non-native grassland habitat that exists within the majority of the pipeline alignment does not provide suitable habitat for these species. The likelihood of these rare plants to be present within the 0.18 acre of Mojave Creosote Bush Scrub that would be temporarily impacted is low. If present, the removal of these species would not cause the regional population to drop below self sustaining levels. Impacts to these potentially occurring rare plants would be less than significant with the implementation of Mitigation Measures.

### ***Wildlife and Special-Status Species Impacts***

Direct mortality of small mammals and reptiles could occur during construction of the proposed project. Depending on the timing of construction, eggs and nestlings of bird species with small, well-hidden nests could also be subject to loss. Impacts to animals would result primarily during habitat clearing, earth removal, grading, digging, and equipment movement. Mobile species like birds and larger mammals are expected to disperse into nearby habitat areas during construction.

In addition, the use of access roads by construction vehicles could result in accidental mortality to wildlife. Diurnal reptiles and small mammals such as western fence lizards, desert cottontails, and ground squirrels are the most likely to be subject to vehicle-caused mortality. Vehicle collisions with coyote and other large species may also occur, but are unlikely since such species are typically easy to detect. Injury to or mortality of a special-status species during construction would be significant.

Vehicle and equipment travel on access roads during operation and maintenance may also disturb wildlife. Vehicles could cause direct mortality or injury to wildlife that are unable to move out of the way of vehicles. As with construction, injury to or mortality of a

special-status species during operations and maintenance would be significant. However, use of access roads during operations and maintenance would be of low volume. All construction activities would occur within the 20-foot-wide construction corridor to minimize disturbance to adjacent habitats. All construction staging would also be located within the 20-foot-wide construction corridor and/or the staging areas that are shown on Figure 2. Other construction and employee vehicles would park along the existing roadways or in turnouts from State Route 395 and no vehicle maintenance would be conducted at or near the project site. Vehicle fueling would occur on existing roadways. In addition, no nighttime lighting is proposed and vehicle access onto the proposed project site during nighttime hours would be minimal.

**Desert Tortoise.** Although desert tortoises are known to occur in the region (USFWS 2011), no evidence of desert tortoise was observed on or adjacent to the project site during the site assessment and field reconnaissance. The total project footprint is 0.89 acres and impacts to plants and habitat would be temporary. If a desert tortoise were to migrate through the project site during construction activities, direct impacts or “take” could occur from construction equipment or entrapment in open trenches. However, direct impact to individuals and desert tortoise habitat would be less than significant with implementation of Mitigation Measures.

**Mohave Ground Squirrel (MGS).** According to *The Current Status of the Mohave Ground Squirrel* (Leitner 2008), there are approximately 11 to 20 known records of MGS in the vicinity of the project site. MGS could migrate through the site within the Mojave Creosote Bush Scrub that occurs near the east and west perimeters. A total of 0.18 acre of Mojave Creosote Bush Scrub would be temporarily disturbed and the potential for MGS to be present within this small area is low. If a MGS were to migrate through the project site during construction activities, direct impacts or “take” could occur from construction equipment or entrapment in open trenches. However, direct impact to individuals and MGS habitat would be less than significant with implementation of Mitigation Measures.

**Burrowing Owl, Swainson’s Hawk, Loggerhead Shrike, Le Conte’s Thrasher, and Bats.** Burrowing owl, Swainson’s hawk, loggerhead shrike, Le Conte’s thrasher and Townsend’s big-eared bat are known to forage in the region, and a loggerhead shrike was observed on the project site during the site assessment. No burrows suitable for supporting burrowing owls are present within the project site. The potential for these species to forage or winter within the 0.18 acre of Mojave Creosote Bush Scrub that would be temporarily impacted is low, since the affected area is disturbed from previous grazing activity and is small in size. The project site does not support suitable nesting habitat for the aforementioned bird species, nor is suitable roosting habitat present for bats. Moreover, the project site is not a significant foraging area for any of these species. In addition, all of these species are highly mobile; therefore, if present, they are expected to disperse into nearby habitat areas during construction activities and maintenance visits. As a result, impacts to nesting and foraging avian species would be less than significant with implementation of Mitigation Measures.

**Nesting Birds.** Indirect impacts to nesting birds and seasonal migrants are expected to be low, because of the relatively small area of low quality nesting and foraging habitat that would be temporarily impacted by project activities Mojave Creosote Bush Scrub , as listed in Table 4. The majority of birds observed during field visits, including other passerines and raptors known to occur in the area that otherwise have no special status, are covered by the Migratory Bird Treaty Act (MBTA) and any direct impacts to breeding and nesting birds would be significant. However, impacts would be less than significant with implementation of Mitigation Measure.

### ***Mitigation Measures***

- BIO-1:** LADWP shall minimize the removal of native plant species during site preparation and construction activities. Native vegetation within the construction work area, including native cacti, should be flagged for protection. If construction requires removal of native plant species, the plant species shall be salvaged and transplanted in undisturbed areas adjacent to the construction work areas.
- BIO-2:** Exclusionary fencing (i.e., silt fence) shall be installed around the perimeter of the proposed project site. The fencing material shall be buried at least 12 inches below the surface, so that animals cannot burrow under the fence and enter the work area.
- BIO-3:** A qualified biologist with possession of a California Department of Fish and Wildlife Scientific Collection Permit shall conduct a preconstruction survey immediately prior to vegetation removal activities. If a listed or sensitive species is identified (i.e., desert tortoise, Mohave ground squirrel or burrowing owl), the biologist shall document the location of the observance and prepare a letter to LADWP to notify the project manager of the occurrence. If a listed species is identified within the work area, no ground disturbance activities shall be initiated prior to written approval from the United States Fish and Wildlife Service and California Department of Fish and Wildlife.
- BIO-4:** A qualified biological monitor with possession of a California Department of Fish and Wildlife Scientific Collection Permit shall be present during vegetation removal and construction activities. The biological monitor shall inspect the exclusionary fencing daily for animals that may have moved in to the area. Open trenches, or other excavations that could entrap wildlife shall be inspected by the biological monitor a minimum of three times per day and immediately before backfilling, with at least one inspection occurring prior to the onset of construction activities each morning and another conducted at the end of each day. If wildlife is trapped, construction shall not occur until the animal has left the trench or has been removed and relocated by the biological monitor. Any trapped animals shall be removed and relocated outside of the construction limits.

- BIO-5:** If an injured or dead special-status species is encountered during construction, the construction contractor shall stop work within the immediate vicinity and notify the biologist, who shall subsequently notify the appropriate resource agency (e.g., USFWS or CDFW) before construction is allowed to proceed.
- BIO-6:** The qualified biologist shall provide environmental training to all personnel that will be working on the site during project construction and operation. The training shall include a review of special-status species known to occur in the project site and measures to avoid inadvertent impacts to all animal species.
- BIO-7:** Construction vehicles shall be limited to 15 mph on unpaved roads and construction areas. If construction is scheduled to occur during the bird nesting season (February 1–August 31) a qualified wildlife biologist shall conduct preconstruction surveys of all potential nesting habitats within 500 feet of construction activities. Surveys shall be conducted no more than 30 days prior to construction activities. If construction activities are scheduled outside of the nesting season, no preconstruction surveys would be necessary.

If active nests are found, no-disturbance buffers delineated with orange mesh construction fencing (or similar material) at least three feet in height shall be implemented around each nest as follows: a 500-foot buffer shall be created around any confirmed active raptor nest; a 250-foot buffer shall be created around active nests of non-raptor special-status bird species (such as loggerhead shrike); and a 100-foot buffer shall be created around any other nests of bird species protected by the MBTA or Fish and Game Code. The buffers should be implemented until it is determined by a qualified wildlife biologist that young birds have fledged and no additional attempts to utilize the nest are made, or as otherwise authorized by CDFW. If a nest is found in an area where ground disturbance is scheduled to occur, LADWP shall avoid the area either by delaying ground disturbance until a qualified wildlife biologist has determined that the birds have fledged or by re-siting the project component(s) to avoid potential nesting sites.

**Significance After Mitigation:** Less Than Significant.

- b) **No Impact.** The project area and pipeline easement do not contain riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by CDFW or the USFWS. Therefore, no impacts would occur.
- c) **No Impact.** The proposed project is not located within or in the vicinity of federally protected wetlands. Therefore, no impact would occur.
- d) **Less than Significant with Mitigation Incorporation.** Direct impact to MGS individuals and MGS habitat would be less than significant with implementation

of Mitigation Measures listed above. Following installation of the new facilities, activities onsite would be limited to intermittent and limited maintenance activities that would not impact wildlife movement corridors.

- e) **No Impact.** The proposed project is located in Inyo County. Inyo County's adopted goals call for maintaining and enhancing biological diversity and healthy ecosystems throughout the County, and maintaining a balanced approach to resource protection and recreational use. In addition, there are no biological/wildlife or tree specific ordinances in the Inyo County Code. Because the proposed project is temporary and would not result in permanent impacts, the biological diversity and ecosystem on the site and in the area would be maintained. Moreover, Mitigation Measures would reduce or avoid potential impacts to biological resources to less-than-significant levels. Therefore, the proposed project would not conflict with any local policies or ordinances protection biological resources.
  
- f) **No Impact.** The project is included within the West Mojave Habitat Conservation Plan. The project area is not within a BLM-designated Mohave Ground Squirrel Conservation Area or Mohave Ground Squirrel Coso Range-Olancha Population Core Area (Leitner 2008). The project area is also not located within USFWS-designated Critical Habitat or any other conservation areas for desert tortoise. No other adopted Habitat Conservation Plans/Natural Community Conservation Plans (HCP/NCCP), or other approved local, regional, or state HCPs occur within the vicinity of the project site. Implementation of the proposed project would not conflict with the provisions of any adopted conservation plan, and no impacts would occur.

### 3.5 Cultural Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>5. CULTURAL RESOURCES — Would the project:</b>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### Discussion

The following analysis is based on findings from the following reports: *Draft Report Cultural Resources Survey for LADWP's Water Pipeline Installation from Well V817 to LAA1, Rose Valley, Inyo County, California* (Denardo et al., 2010); *Archaeological Testing and Evaluation of an Archaeological Site along the Option B Corridor and Cultural Resource Survey along the Option C Corridor for LADWP's Water Pipeline Installation from Well V817 to Los Angeles Aqueduct # 1, Rose Valley, Inyo County, California* (Weaver and Denardo, 2011); and *Los Angeles Department of Water and Power Well V817 Rose Valley Pipeline Installation Project: Extended Phase I Cultural Resources Study* (Vader et al., 2012)

- a) ***Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?***

**Less Than Significant With Mitigation Incorporated.** A Phase I study (Denardo et al., 2010) and two extended Phase I/ Phase II testing programs (Weaver and Denardo, 2011; Vader et al., 2012) were conducted in the project area in order to identify historical or archaeological resources that could be impacted by the proposed project.

The Phase I study consisted of archival research, Native American contact program, and pedestrian survey (Denardo et al., 2010). A records search conducted at the Eastern Information Center (EIC) revealed that two prehistoric archaeological resources (CA-INY-372, CA-INY-6980/H) and two multi-component archaeological resources (CA-INY-7306 and CA-INY-7307) had been previously recorded within a 0.50 mile radius of the project alignment. Of these four resources, one, CA-INY-6980/H, was originally mapped as being located within the project area. However, further research revealed that this resource had been mis-plotted at the EIC and was in fact located about 500 feet north of the project area. A Sacred Lands File (SLF) search performed by the Native American Heritage Commission (NAHC) did not reveal the presence of any sacred sites within the project area. As a result of contact with Native American representatives, as suggested by

the NAHC, Charlie Cooke of the Tehachapi Indian Tribe and Barbara Durham of the Timbisha Shoshone Tribe expressed interest in the project. Ms. Durham recommended that a Native American monitor be present during project ground-disturbing activities.

A Phase I pedestrian survey of the project area was performed in March of 2010 (Denardo et al., 2010). The survey resulted in the identification of one archaeological resource (temporary designation 1309-15-12-1/H) within the project area. Resource 1309-15-2-1/H consists of a sparse-to-moderate density prehistoric lithic debitage and tool scatter, and a sparse historic refuse scatter.

In 2011, resource 1309-15-2-1/H was subject to Extended Phase I and Phase II testing, in order to delineate the site's boundaries, and to determine whether the site qualified as a historical or unique archaeological resource under CEQA (Weaver and Denardo, 2011). During the testing program, 18 shovel test pits and two test excavation units were excavated. Artifacts recovered during testing included 56 prehistoric lithic artifacts (including 52 flaked debitage and four tools) and 18 historical artifacts (including 1 glass fragment and eight metal objects). The site possessed a very sparse subsurface component, and no prehistoric or historic subsurface features were identified. It was observed that various disturbances have affected portions of the site. Based on the scant deposits, lack of cultural features, and lack of temporally diagnostic artifacts, resource 1309-15-2-1/H was recommended not eligible for listing in the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR), does not qualify as a unique archaeological resource, and is not otherwise considered a historical resource under CEQA §15064.5 (Weaver and Denardo, 2011).

Immediately following this testing program, on August 12, 2011, project archaeologists surveyed Option C, a pipeline option that is no longer under consideration (Weaver and Denardo, 2011). As a result of this survey, resource CA-INY-6980/H was relocated and its boundaries significantly expanded. Resource CA-INY-6980/H consists of a 6.9-acre high-density scatter of prehistoric artifacts, including obsidian tools, along with some historic-period artifacts. Although the majority of the site is located outside of the project area, CA-INY-6980/H overlaps a part of the project area and a proposed staging area.

An Extended Phase I surface survey and subsurface testing of the 0.3-acre portion of site CA-INY-6980/H that overlaps part of the project area was conducted on October 31 and November 1, 2012 by ESA archaeologists (Vader et al., 2012). The testing program was designed to sample the broadest extent of the affected portion of site CA-INY-6980/H that overlaps the project area ("XPI investigation area") in order to identify the surficial extent of the site within the project area and to identify whether the site contained a subsurface component. The Extended Phase I investigation commenced with a close interval survey (transects no more than 5 meters apart) of the XPI investigation area. A total of 48 obsidian lithic artifacts, designated Artifacts 1 through 48, were identified as a result of the survey. Identified artifacts included flake tools that exhibit utilization, flake shatter, angular shatter, pressure flakes, and a possible uniaxially worked projectile point base.

Following the surface investigation, ESA archaeologists excavated 10 shovel test pits (STPs) (STP 1-10) within the XPI investigation area. Each STP measured approximately 30 centimeters in diameter. All STPs were excavated in 10-centimeter (cm) increments until two culturally sterile soil levels were reached. Soils from each 10-cm level were screened through 1/8-inch hardware mesh and the result of each STP excavation was recorded on an ESA STP form. Nine of the ten STPs (STP 2-10) were negative for cultural materials. A single artifact (Artifact 49), an obsidian flake tool that exhibits utilization, was recovered from the 0-10 cm level of STP 1.

Based on the results of the Extended Phase I Investigation, the portion of CA-INY-6980/H located within the XPI investigation area does not contain adequate data to contribute to the site's eligibility and is not considered eligible for listing in the NRHP or the CRHR under Criterion D/4, nor does it meet the definition of a unique archaeological resource under CEQA. The types of data that would typically contribute to a prehistoric archaeological site's eligibility include the presence subsurface features, the presence of datable materials such as charcoal, and diagnostic artifacts. These types of data should be sufficient to contribute to regional research topics such as paleoenvironmental reconstruction, settlement patterns, technology, and travel and trade. The Extended Phase I investigation did not uncover any features, diagnostic artifacts, or datable materials that would contribute to regional research topics (Vader et al., 2012).

Although the portion of site CA-INY-6980/H tested during the present field effort failed to encounter data sufficient to be recommended eligible for listing in the NRHP or CRHR, the study tested only approximately 4 percent of the site as it is presently defined by surface artifacts. This finding does not preclude the possibility that portions of the site not tested as part of this study may contain eligible components. Therefore, for the purposes of this project, the portion of site CA-INY-6980/H located outside of the project area is assumed eligible for listing in the NRHP and the CRHR under Criterion D/4.

Concurrent with the Extended Phase I testing of site CA-INY-6980/H, the proposed staging area along the LAA1 was surveyed. Approximately 15-18 obsidian flakes were observed during this survey, all of which were found atop the concrete surface of the LAA1 Staging Area. Many of the flakes appeared to be worn and battered with rounded edges. The condition of the flakes in conjunction with their location atop the LAA1 indicates that they most likely represent a secondary deposit, and that the artifacts were likely transported to their current locations as a result of ground disturbance from the construction of the LAA1 or as a result of fluvial activity. Because of the displaced nature of the artifacts, they were not recorded as an archaeological site, and are not considered significant historical resources or unique archaeological resources (Vader et al., 2012).

The Los Angeles Aqueduct (LAA1) may be considered a historical resource under CEQA. Construction of LAA1 began in 1908, and was completed by 1913 Originally, four reservoirs, including Haiwee, Fairmont, Dry Canyon, and San Fernando, were completed as part of LAA1. The aqueduct is historically associated with bringing the first consistent water source to Los Angeles, and is a potentially historic resource due to its

age and historical significance. Construction and operation of the project would not impact the historic integrity of LAA1. The proposed pipeline would connect to LAA1 at a concrete access box (Station 156+94). Station 156+94 is an above ground concrete facility that sits above the aqueduct structure and provides access for operational activities to LAA1. The project would connect the proposed 8-inch pipeline through the station box 156+94. The project would continue the historic uses of LAA1, which are to regulate and provide water supplies as needed. No visible changes would occur to LAA1, and the project would not result in a significant impact to LAA1.

Neither archaeological resource 1309-15-2-1/H nor the portion of archaeological resource CA-INY-6980/H located within the project area are considered to be historical resources. The LAA1, which could be considered a historical resource, would not be significantly impacted by the project.

However, the portion of resource CA-INY-6980/H not located within the project area is considered, for the purpose of this project, to be eligible for listing in the NRHP and CRHR. Impacts to this portion of the site by construction activities and personnel would be a significant impact. However, Mitigation Measures CUL-1 and CUL-2 would mitigate impacts to the portions of resource CA-INY-6980/H that are not located within the project area.

Additionally, if project boundaries are modified, significant impacts to resource CA-INY-6980/H or to other as-yet undocumented sites may occur. Moreover, given the archaeological sensitivity of the project area, previously undocumented subsurface archaeological resources, which may qualify as historical resources per CEQA §15064.5 may be uncovered during project ground disturbance. Implementation of Mitigation Measures CUL-3, -4, and -5 would mitigate impacts to unknown historical resources to a less than significant level.

### ***Mitigation Measures***

**CUL-1: Construction Worker Cultural Resources Sensitivity Training.** A qualified archeologist, or an archeologist working under the direction of a qualified archeologist, shall conduct pre-construction cultural resources worker sensitivity training to inform construction personnel as to the areas to be avoided (the portions of CA-INY-6980/H that are not within the project footprint), the types of cultural resources that may be encountered, and to bring awareness to personnel of actions to be taken in the event of a cultural resources discovery.

**CUL-2: Establishment of an Environmentally Sensitive Area.** For the purpose of preventing inadvertent impacts to resource CA-INY-6980/H, prior to ground disturbing activities the portions the resource that are not located within the project area shall be delineated by the qualified archeologist and a temporary impenetrable, highly visible protective fence shall be placed and secured around the resource where it is located adjacent to the construction work areas. The ESA shall be avoided during all project construction.

**CUL-3: Additional Survey and Cultural Resources Evaluation if Project Boundaries are Modified.** In the event that the project boundaries are modified at any time prior to or during ground disturbing activities, and such modifications result in the inclusion of areas not subject to cultural resources survey within the past 5 years, an additional survey and cultural resources evaluation of the modified project areas shall be conducted.

**CUL-4: Archaeological and Native American Monitoring.** Prior to the start of any ground-disturbing activity, a Native American consultant shall be selected from the NAHC's list of representatives with ties to the area to discuss project specifics and is invited to observe the work as it progresses. An archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards shall be retained by the project proponent to monitor ground-disturbing activities including, but not limited to, brush clearance and grubbing, grading, trenching, excavation, and the construction of fencing and access roads. The archaeological monitor shall also observe the boundaries of the Environmentally Sensitive Area defined in Mitigation Measure CUL-2 to make sure that no inadvertent impacts occur. Archaeological monitoring shall be conducted by a qualified archaeologist familiar with the types of historic and prehistoric resources that could be encountered within the project area. The archaeological monitor shall have the authority to re-direct construction activities to assess the significance of discoveries. If ground-disturbing activities occur simultaneous in two or more locations located more than 500 feet apart, additional archaeological monitors may be required.

The archaeological monitor shall keep daily logs. After monitoring has been completed, a monitoring report that details the results of monitoring will be prepared and submitted to LADWP.

**CUL-5: Unanticipated Discoveries.** In the event of a discovery of historic or archaeological material, the contractor shall immediately cease all work activities in the area (within approximately 100 feet) of the discovery until the materials can be evaluated by a qualified archaeologist. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-period materials might include stone or concrete footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. The archaeological monitor and/or Native American monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the find until the archaeological monitor and the Native American monitor have evaluated the find, determined whether the find is culturally sensitive, and designed an appropriate short-term and long term treatment plan.

**Significance after Mitigation:** Less Than Significant.

- b) *Would the project cause a substantial adverse change in the significance of a unique archaeological resource pursuant to §15064.5?*

**Less than Significant with Mitigation Incorporated.** As discussed in 3.5(a), resource 1309-15-2-1/H and the portion of resource CA-INY-6980/H located within the project area were determined not to be unique archaeological resources per the provisions of CEQA Guidelines Section 15064.5.

However, the portion of resource CA-INY-6980/H not located within the project area is considered, for the purpose of this project, to be eligible for listing in the NRHP and CRHR, and may additionally be considered a unique archaeological resource. Impacts to this portion of the resource by construction activities and personnel would be a significant impact. However, Mitigation Measures CUL-1 and CUL-2 would mitigate impacts to the portions of resource CA-INY-6980/H that are not located within the project area.

Additionally, if project boundaries are modified, significant impacts to the significant portion of resource CA-INY-6980/H or other as-yet undocumented sites may occur. Moreover, given the archaeological sensitivity of the project area, previously undocumented subsurface archaeological resources, which may qualify as unique archaeological resources per CEQA §15064.5 may be uncovered during project ground disturbance. Implementation of Mitigation Measures CUL-3, -4, and -5 would mitigate impacts to unknown archaeological resources to a less than significant level.

#### **Mitigation Measures**

Implement Measures CUL-1 through CUL-5.

**Significance after Mitigation:** Less Than Significant.

- c) *Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

**Less than Significant with Mitigation Incorporated.** A paleontological records check at the Natural History Museum of Los Angeles County (NHMLA) Vertebrate Paleontology Section was conducted by NHMLA staff member Samuel P. McLeod, Ph.D. on October 11, 2012.

The records search indicated that surficial deposits in the project area consist of younger Quaternary Alluvium of Late Pleistocene and Holocene age that may contain a typical Late Pleistocene to recent faunal assemblage. The uppermost layers of the deposits do not typically contain significant vertebrate fossils. The closest vertebrate fossil locality found in these deposits is LACM 4538, located north of the project area near the dam of the North Haiwee Reservoir, southeast of Olancha. The locality produced a specimen of the

Columbian mammoth, *Mammuthus columbi*, collected by William Mulholland during the construction of the LAA. The next closest cluster of fossil vertebrate localities from these deposits are LACM 7716-7719, located north-northeast of the project area near the old railroad grade on the northeast shore of Owens Lake. These localities produced specimens of bony fish, Teleostei, bird, Aves, jack rabbit, *Lepus*, pocket gopher, *Thomomys*, and even-toed ungulate, Artiodactyla. The next closest locality is LACM 4691, located north of the project area on the south margin of Owens Lake. The locality produced probosidean remains and a fossil specimen of mountain lion, *Felis concolor*.

Very shallow excavations in the younger Quaternary Alluvium in the proposed project are unlikely to produce significant fossil vertebrate remains in the uppermost layers. However, deeper excavations that extend down into the older Quaternary deposits may encounter significant vertebrate fossils. Implementation of Mitigation Measures CUL-6 and CUL-7 would mitigate impacts to unknown subsurface paleontological resources to a less than significant level.

### **Mitigation Measures**

**CUL-6: Paleontological Resource Sensitivity Training.** A qualified paleontologist shall conduct pre-construction paleontological Resource worker sensitivity training to inform construction personnel as to the types of paleontological resources that may be encountered, and to bring awareness to personnel of actions to be taken in the event of a paleontological resources discovery. The applicant shall complete training for all construction personnel and retain documentation showing when training of personnel was completed. This training may be conducted concurrently with the cultural resources sensitivity training required under Mitigation Measure CUL-1.

**CUL-7: Discovery of Paleontological Resources.** If paleontological resources are encountered during the course of construction and monitoring, the project operator shall halt or divert work and notify a qualified paleontologist who shall document the discovery as needed, evaluate the potential resource, assess the significance of the find, and develop an appropriate treatment plan in consultation with LADWP.

**Significance after Mitigation:** Less Than Significant.

- d) *Would the project disturb any human remains, including those interred outside of formal cemeteries?*

**Less than Significant with Mitigation Incorporated.** There is no indication that any portion of the project area has been used for human burial purposes in the recent or distant past. Therefore, it is unlikely that human remains would be encountered during construction of the proposed project. However, in the event that human remains were discovered during subsurface activities, Mitigation Measure CUL-8 would be implemented to reduce impacts to a less than significant level.

**Mitigation Measure**

**CUL-8:** If human remains are uncovered during project construction, the project proponent shall immediately halt work within 100 feet of the discovery, contact the Inyo County Coroner to evaluate the remains, and follow the procedures and protocols set forth in Section 15064.5 (e)(1) of the CEQA Guidelines. If the County Coroner determines that the remains are Native American, the Native American Heritage Commission (NAHC) will be notified, in accordance with Health and Safety Code Section 7050.5, subdivision (c), and Public Resources Code 5097.98 (as amended by AB 2641). The NAHC shall designate a Most Likely Descendent (MLD) for the remains per Public Resources Code 5097.98, 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 section (PRC 5097.98), with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.

**Significance after Mitigation:** Less Than Significant.

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### 3.6 Geology, Soils, and Seismicity

<u>Issues (and Supporting Information Sources):</u>	<u>Potentially Significant Impact</u>	<u>Less Than Significant with Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
<b>6. GEOLOGY, SOILS, AND SEISMICITY — Would the project:</b>				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

- a.i) **Less than Significant Impact.** The project area is located within Rose Valley, which is a deep north-south trending basin, located between the Sierra Nevada to the west and the White-Inyo Mountains to the east. Geological formations in the area are of Cenozoic age, chiefly Quaternary. The proposed project is not located on or adjacent to any known or potentially active faults. The nearest fault line is Southern Sierra Nevada fault zone and Owens Valley fault zone located approximately two miles and six miles from the project area, respectively. Several smaller unnamed older faults are also located within proximity of the project area (USGS, 2012) and are not anticipated to create strong seismic activities. Nonetheless, the project area was not identified on an Alquist-Priolo Earthquake Fault Zoning Map or within an established Alquist-Priolo Earthquake Fault Zone.

The proposed project includes recovering Haiwee Reservoir water seepage and installation of an underground water pipeline and aboveground associated well

equipment. No habitable structures would be developed. Implementation of the proposed project would not result in an increase in population on the project site. Construction activities would require up to eight construction workers to access the site for the one month construction duration. Operational activities would be limited to infrequent maintenance activities. Therefore, due to the distance of the project site from an active fault and the infrequency of human presence onsite, the proposed project would not substantially expose people or structures to adverse effects related to ground rupture, and impacts would be less than significant.

- a.ii) **Less than Significant Impact.** As stated above in 3.6(a)(i), the proposed project is not located within an established Alquist-Priolo Earthquake Fault Zone. However, the project site is within a seismically active region and earthquakes in the region could produce strong ground shaking on the project site. Since habitable structures will not be built as part of the proposed project, and onsite activities will be limited to infrequent maintenance, exposure to substantial adverse effects involving seismic ground shaking onsite would be limited.

All infrastructure improvements in the State of California must comply with the seismic design parameters contained in the California Building Code (CBC) seismic requirements. Compliance with the CBC standards in the design and construction of the proposed project would reduce potential damage to the new infrastructure from ground shaking. The proposed project includes wells, pipelines, electrical panels, fences, and associated equipment to provide an additional water supply source to the aqueduct. Potential damage to these facilities from ground shaking could be repaired. Thus, implementation of the proposed project would result in less than significant impacts related to ground shaking.

- a.iii) **No Impact.** Liquefaction occurs in saturated and loose soils in areas where the groundwater table is 50 feet or less below ground surface (bgs). During an earthquake, a sudden increase in high core water pressure can cause soils to lose strength and behave as a liquid. Well V817 is located at an elevation of 3,512 feet MSL and the depth to groundwater is approximately 80 feet bgs; however, annual variations occur. Well V817 was monitored from June 2004 through December 2007, and the depth to groundwater varied from 72.90 to 79.06 feet, respectively. Similarly, the adjacent Well V816 was monitored from May 2003 through December 2007, and the depth to groundwater ranged from 77.08 in 2003 to 80.39 in 2007<sup>2</sup>. Because the depth to groundwater is below 50 feet, the project area is not prone to liquefaction conditions. In addition, all infrastructure improvements in the State of California must comply with the seismic design parameters contained in the CBC seismic requirements. Compliance with the CBC standards in the design and construction of the proposed project would reduce potential damage to the new infrastructure from liquefaction. Therefore, the proposed project would not expose people or structures to potential substantial adverse effects related to liquefaction.

<sup>2</sup> Source: Coso Operating Company Hay Ranch Water Extraction and Delivery System July 2008 - [http://www.blm.gov/pgdata/etc/medialib/blm/ca/pdf/ridgecrest/ea.Par.34604.File.dat/HayRanchEAAppendix\\_H-Hydrology.pdf](http://www.blm.gov/pgdata/etc/medialib/blm/ca/pdf/ridgecrest/ea.Par.34604.File.dat/HayRanchEAAppendix_H-Hydrology.pdf). Downloaded 8/23/12.

- a.iv) **No Impact.** Landslides are characterized as deep-seated ground failures, in which a large section of a slope detaches and slides downhill. The proposed project is located approximately four miles from the Sierra Mountain ranges located to the west and more than 0.5 mile from the mountain ranges of the Transierra area. The project area and immediate surrounding vicinity consist of an undeveloped flat land area with no slope, which does not have the potential to be impacted by a landslide. As a result, impacts related to landslides would not occur.
- b) **Less than Significant Impact.** The proposed project would include trenching activities within the 20-foot construction corridor. The trench would be approximately two feet wide by two feet deep and approximately 1,800 linear feet long. Approximately 270 cubic yards of dirt and topsoil would be excavated and reused as backfill after the pipeline installation. The proposed project would not contribute to soil erosion or loss of topsoil.

Construction of the proposed project would require compliance with the Construction General Permit and would require preparation of a Stormwater Pollution Prevention Plan (SWPPP) for the construction phase of the proposed project in accordance with the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities. The SWPPP shall list all practicable and applicable BMPs in order to inhibit erosion during construction. Compliance with the NPDES standards will ensure that no substantial adverse construction related erosion impacts would occur, and impacts would be less than significant. As described below in Section 3.9 Hydrology and Water Quality, the proposed project would implement best management practices (BMPs) to minimize the occurrence of soil erosion or loss of topsoil. Therefore impacts related to soil erosion or the loss of topsoil would be less than significant.

- c) **Less than Significant Impact.** Refer to discussions in responses 3.6(a)(i) through 32.6(a)(iv). The project site is not located within an area that is subject to landslides or liquefaction. Thus, impacts to landslides, liquefaction and lateral spreading would not occur. Subsidence occurs when a void is located or created underneath the ground surface causing the surface to collapse. Causes can include, tunnels, wells, covered quarries, and caves beneath a surface. In addition, subsidence usually occurs as a result of excessive groundwater pumping or oil extraction. As described in response a.iii, above, the depth to groundwater is approximately 80 feet bgs. Similarly, the depth to groundwater at the adjacent Well V816 is approximately 80 feet bgs. Operation of the proposed project would result in the extraction of approximately 1,100 acre feet per year (AFY) of water seepage from Haiwee Reservoir, which would not lower groundwater levels. In addition, the proposed project would not expose people to seismic-related ground failure because the onsite facilities would be unmanned, and no habitable structures would be built as part of the proposed project. Further, onsite activities would be limited to infrequent maintenance activities, and any seismic damage to the proposed project facilities, such as the pipeline and well equipment could be easily repaired or replaced should a seismic event that damages the infrastructure occur. As previously stated, all infrastructure

improvements in the State of California must comply with the seismic design parameters contained in the CBC seismic requirements. Compliance with the CBC standards in the design and construction of the proposed project would reduce potential damage to the new infrastructure from on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse. As a result, the proposed project would not expose people or structures to potential substantial adverse effects related to unstable soils, and impacts would be less than significant.

- d) **Less than Significant Impact.** Soils mapped within the project area and surrounding vicinity include quaternary alluvial fan, basin-fill, and lacustrine deposits that could contain concentrations of clay. However, as described above, the proposed project would provide unmanned equipment and facilities that could be repaired if soils move, and no habitable structures are proposed as part of the proposed project. All infrastructure improvements in the State of California must comply with the seismic design parameters contained in the CBC seismic requirements. Compliance with the CBC standards in the design and construction of the proposed project would reduce potential damage to the new infrastructure from ground movement, including movement from expansive soils. Therefore, proposed project impacts related to expansive soils are less than significant.
  
  - e) **No Impact.** The proposed project includes recovering Haiwee Reservoir water seepage and installation of a water pipeline and its associated equipment from Well V817 to the LAAI. No septic tanks or alternative wastewater disposal systems are existing or proposed. No impact would occur.
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### 3.7 Greenhouse Gas Emissions

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>7. GREENHOUSE GAS EMISSIONS — Would the project:</b>				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

- a) **Less than Significant Impact.** Greenhouse gas (GHG) impacts are considered exclusively cumulative impacts. Greenhouse gasses include but are not limited to CO<sub>2</sub>, CO, NO<sub>x</sub>, hydrofluorocarbons (HFC), perfluorocarbons (PFC), and sulfur hexafluoride (SF<sub>6</sub>). As discussed above in Section 3.3, emissions related to construction of the proposed project emissions would be well below thresholds, including those for CO and NO<sub>x</sub>. In addition, the proposed project would not add any new stationary sources of emissions. Therefore, impacts regarding the generation of GHG emissions would be less than significant.
- b) **No Impact.** The proposed project would not increase emissions of GHGs and is not anticipated to conflict with applicable GHG plans, policies, or regulations. State of California Assembly Bill 32 (AB 32) requires that the California Air Resource Board (CARB), in coordination with state agencies, adopt regulations to require the reporting and verification of statewide GHG emissions and monitor and enforce compliance with the program. State of California Senate Bill 375 (SB 375) requires the reduction of GHG emissions by discouraging sprawl development and dependence on car travel. SB 375 assists in the implementation of AB 32 by integrating land use, regional transportation, and house planning. The proposed project involves recovering Haiwee Reservoir water seepage and consists of a water pipeline installation that would require minimal and infrequent operational activities. In addition, the proposed project would not generate GHG emissions that would significantly impact the environment. The proposed project would not conflict with AB 32 or SB 375 and no impacts would occur.

## 3.8 Hazards and Hazardous Materials

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>8. HAZARDS AND HAZARDOUS MATERIALS —</b>				
<b>Would the project:</b>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Discussion

- a) **Less than Significant Impact.** The short-term construction activities of the proposed project would require transportation and use of limited quantities of fuel, oil, sealants, and other hazardous materials related to construction. Construction activities would occur for one month and within a 20-foot construction corridor. Thus, the proposed project's use of hazardous materials would be short-term in minimal quantities and within a limited area. Additionally, the use of hazardous materials and substances during construction would be subject to federal, state, and local health and safety requirements for handling, storage, and disposal.

Operation of the pipeline and well equipment would not require the use of chemicals that could create a hazard through routine transport, use, or disposal of hazardous materials. Because the use of hazardous materials would be minimal and temporary, hazards to the

public or the environment related to the transport, use, or disposal of hazardous materials would be less than significant.

- b) **Less than Significant Impact.** As discussed above in 3.8(a), the use of hazardous materials would be minimal during construction activities that would last approximately one month. However, hazardous materials may accidentally be spilled or otherwise released into the environment. To minimize potential impacts from release of hazardous materials, use of such substances during construction would be subject to federal, state, and local health and safety requirements for handling, storage, and disposal. Furthermore, vehicles would not be fueled or maintained on site and a limited volume of hazardous materials would be stockpiled. Therefore, impacts related to upset and accident conditions involving the release of hazardous materials into the environment would be less than significant.
- c) **No Impact.** The proposed project is located in an undeveloped area within Rose Valley and is not located within one-quarter mile of an existing or proposed school. No impacts would occur.
- d) **No Impact.** The project area was not identified as having permitted underground storage tanks (PUST) or leaking underground storage tanks (LUST), nor is it listed as a hazardous materials site under the State Water Resources Control Board (SWRCB) GeoTracker and Department of Toxic Substances Control (DTSC) EnviroStor databases. Therefore, the proposed project would not create a significant hazard to the public or the environment. No impacts would occur.
- e) **No Impact.** The proposed project is not located within an airport land use plan or within two miles of a public airport or public use airport. The nearest public airport is Inyokern County Airport located one mile northwest of Inyokern County in Kern County and approximately 36 miles south of the project area. The nearest private airport to the project site is Porter Ranch Airport located approximately 10 miles west of the project area. Therefore, no airport related hazard impacts would occur.
- f) **No Impact.** The proposed project is not located within the vicinity of a private airstrip. The nearest private airport is Porter Ranch Airport located approximately 10 miles west of the project area. No airstrip related hazard impacts would occur.
- g) **No Impact.** The proposed project is not located within an adopted emergency response plan or emergency evacuation plan. The proposed project would be located in an undeveloped land area that is not near any existing development. Staging areas would be located within the 20-foot construction corridor. Further, the proposed project-related vehicles would not block existing street access to the site. Therefore, no impacts related to an emergency evacuation plan would occur.
- h) **Less than Significant Impact.** The project area is not located within a designated wildland fire area. In addition, the proposed project does not include construction of

habitable structures or onsite operational personnel. The majority of the new infrastructure would be located underground and any aboveground well equipment could be replaced in the event of a wildfire. Therefore, the proposed project is not anticipated to impact people or structures from wildland fires, and impacts would be less than significant.

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### 3.9 Hydrology and Water Quality

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>9. HYDROLOGY AND WATER QUALITY — Would the project:</b>				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of a site or area through the alteration of the course of a stream or river, or by other means, in a manner that would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of a site or area through the alteration of the course of a stream or river, or by other means, substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j) Expose people or structures to a significant risk of loss, injury or death involving inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

- a) **Less than Significant Impact.** The proposed project would not violate any water quality standards or waste discharge requirements. The proposed project includes the installation of a water pipeline that would transport recovered Haiwee Reservoir water seepage from Well V817 to LAA1. Well V817 would be equipped to pump approximately 1.5 cfs to the LAA1 and approximately 1,100 AFY of recovered Haiwee Reservoir water seepage would be withdrawn.

Construction related soil activities would be limited to trenching, stockpiling, and backfilling the trench after installation of the pipe with the excavated soils. The proposed project would comply with a SWPPP in accordance with the NPDES General Construction Permit. The SWPPP is required to list and implement all practicable BMPs in order to protect water quality during construction. Compliance with the NPDES standards would ensure that no substantial adverse impacts would occur. Therefore, impacts would be less than significant.

- b) **Less than Significant Impact.** The proposed project involves recovering seepage losses from the South Haiwee Reservoir and the installation of a pipeline from Well V817 to transport the recovered water to the LAA1. The seepage recovered from the South Haiwee Reservoir from this project would augment the water supply of LAA1. As described in Section 1.5, Project Background, previous groundwater modeling studies of flows in Rose Valley show that over 900 acre-feet per year of water seeps out of LADWP's South Haiwee Reservoir into Rose Valley.

Proposed pumping from Well V817 would be subject 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 Inyo County Water Department, 1991). This agreement established the overall goal of managing the water resources within Inyo County to avoid certain 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. This goal will be met by managing annual groundwater pumping so that the total pumping from any well field area over a 20 year period (the then current year plus the 19 previous years) does not exceed the total recharge to the same well field area over the same 20 year period.

In a 2009 MOU, with the LADWP, the Coso Operating Company agreed to subordinate its groundwater pumping rights to LADWP in its effort to recover seepage losses from South Haiwee Reservoir, as would be done by the proposed project. In addition, the MOU provides that the Coso Operating Company would reduce groundwater pumping by the same amount in the event that pumping impacts groundwater supplies. Under Coso's Special Use Permit from Inyo County, the operating criteria are based on certain drawdown limits at a number of monitoring wells throughout Rose Valley. If water levels fall below trigger levels, Coso will have to reduce its pumping to mitigate the effects of pumping on groundwater levels until a time when groundwater in monitoring wells recover to levels above trigger levels. Drawdown tests and operational data indicate that the current Coso drawdown has had no effect on recharge at the specified wells. If the withdrawal of 4,800 acre feet (AF) of water does not trigger reductions in pumping, then aquifer recharge must keep pace with the drawdown from that aquifer, or deficits in recharge will cause reduced baseline flows and trigger reductions.

The Coso Operating Company is currently withdrawing the 4,800 AF of water that its permitted to draw, without approaching drawdown limits in the monitoring wells. The

proposed project would recover groundwater lost by seepage. If the withdrawal of 4,800 AF of water has not had a significant impact on groundwater recharge, then the influence from the withdrawal of a smaller volume (900 AF) of water from an upgradient well should also be less than significant on groundwater recharge.

On its own, the loss of 900 AF from the aquifer would not amount to a significant impact given the conditions. However, the cumulative loss from the pumping of 4,800 AF by the Coso Operating Company and 900 AF from the proposed project may cumulatively affect recharge. This has been addressed in the existing MOU between the Coso Operating Company and LADWP which specifies that if trigger levels are reached, the Coso Operating Company must subordinate to LADWP and reduce its pumping levels, thereby ensuring that groundwater supplies are protected. Since the proposed project is not anticipated to substantially deplete groundwater supplies or interfere substantially with groundwater recharge, impacts would be less than significant.

- c) **Less than Significant.** The proposed project includes recovering Haiwee Reservoir water seepage and the installation of a water pipeline and associated equipment to connect the LAA1 with and recover Haiwee Reservoir water seepage from Well V817. Construction related soil activities are limited to trenching, stockpiling, and backfilling the trench after installation of the pipe with the excavated soils. The proposed infrastructure installation and operation would not alter the existing drainage pattern of the project site. The proposed project would adhere to all NPDES regulations and implement BMPs to ensure that construction does not result in erosion impacts. In addition, there are no streams or rivers within the project area. Therefore, the proposed project would not substantially alter the existing drainage pattern of the site or area and substantial erosion or siltation would not occur. Impacts would be less than significant.
- d) **No Impact.** The project area is rural, undeveloped and generally covered with pervious soils. The proposed project includes recovering Haiwee Reservoir water seepage and installation of a water pipeline and well equipment that would not generate an increase in impervious surfaces. The proposed project would not alter the existing natural drainage pattern of the project area or alter the course of a stream or river. The proposed project would not increase the rate or amount of surface runoff, and the proposed project would not result in on- or off-site flooding. The proposed project would have no impacts related to flooding hazards.
- e) **Less than Significant Impact.** There are no existing or planned stormwater drainage systems in the project vicinity. The vacant undeveloped project area is generally flat and covered with pervious soils. Stormwater currently infiltrates into the onsite soils. The proposed project would not increase impervious surfaces, would not generate additional runoff, and would not change the course of stormwater runoff. Construction soil activities are limited to trenching and backfilling the pipeline alignment, and the use of hazardous substances during construction would be minimal. The proposed project would adhere to all regulations and implement BMPs pursuant to the SWPPP to ensure that construction does not result in sources of pollution in runoff. As a result, the proposed project would

not create or contribute to polluted runoff water or runoff that would exceed the existing drainage capacity of the project area, and impacts would be less than significant.

- f) **Less than Significant Impact.** The proposed project would involve short-term construction and minimal maintenance activities that would not substantially degrade water quality. The proposed project would comply with a SWPPP and would implement BMPs to minimize any impacts to water quality. Therefore, impacts related to the degradation of water quality would be less than significant.
- g) **No Impact.** The proposed project is not located within a 100-year flood hazard area as mapped on the Federal Emergency Management Agency (FEMA) 100-year Flood Insurance Rate Map. In addition, the proposed project does not include housing or other habitable structures. Therefore, no impact would occur.
- h) **No Impact.** The proposed project is not located within a 100-year flood hazard area and would include the construction of structures that would impede or redirect flood flows. The proposed project would install an underground water conveyance pipeline and equipment on existing well pad locations that would not impede or redirect flood flows. Therefore, no impact would occur.
- i) **Less than Significant Impact.** The South Haiwee Reservoir is located approximately three miles north of the project site and is owned and operated by LADWP as part of the LAA system. The crest of the South Haiwee Dam is approximately 3,766 feet above mean sea level (AMSL), with a spill elevation of 3,742 feet, though the average water level elevation is 3,723 feet.<sup>3</sup> Water levels will generally rise during the rainy season. Regardless, the water level elevation is more than 40 feet below the crest height and approximately 20 feet below its spill elevation. In addition, as previously stated, the proposed project is not located in a 100-year flood zone, and the probability of a flooding event would be nominal. The proposed project would involve installation of an underground water conveyance pipeline and associated equipment on existing well pad locations and would not result in construction of any structures that may be affected in the event of catastrophic failure. In addition, no levees or dams are located on the project site and no off-site levees or dams would be modified as part of the proposed project. As a result, the proposed project would not expose people or structures to a significant risk of loss as a result of the failure of a levee or dam.
- j) **No Impact.** Tsunamis are usually caused by displacement of the ocean floor causing large waves and are typically generated by seismic activity. The project site is located more than 200 miles from the nearest ocean, therefore a tsunami hazard is not present for project site. A seiche is a standing wave in an enclosed or partly enclosed body of water. Seiches are normally caused by earthquake activity, and can affect harbors, bays, lakes, rivers, and canals. The South Haiwee Reservoir is located approximately three miles

<sup>3</sup> LADWP, 2012. LA Aqueduct Conditions Report. Accessed: <http://wsoweb.ladwp.com/Aqueduct/realtime/sorealtime.htm>; <http://wsoweb.ladwp.com/Aqueduct/operations/southowens.htm>. 12 Sept 2012.

north of the project site, which is too far to be impacted by a seiche event at the reservoir. Lastly, mudflow is a mixture of soil and water that runs like a river of mud down a hillside and is usually generated by heavy rainfall. As described in responses 3.6(a.iv) and 3.9(e), the proposed project is located well away from the mountain fronts surrounding the valley in which it lies. The project area and surrounding vicinity consists of undeveloped flat land with no slope, which does not have the potential to be impacted by mudflows. As a result, impacts related to mudflows would not occur.

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### 3.10 Land Use and Land Use Planning

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>10. LAND USE AND LAND USE PLANNING — Would the project:</b>				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

- a) **No Impact.** The proposed project involves recovering Haiwee Reservoir water seepage and the installation of a water pipeline from Well V817 to the LAA1. The project area is located within a completely uninhabited, undeveloped, vacant area that is surrounded by open space. Project construction activities would be short-term (approximately one month), require a maximum of eight construction workers, and be located within the 20-foot construction corridor. The pipeline would be located underground, with fenced well equipment located at the existing Well V817. No communities are located in proximity to the project site. No changes to land uses would occur with the proposed project, and the proposed project would not physically divide an established community. No impacts would occur.
- b) **No Impact.** The project site has a land use designation of NR (Natural Resource) and is zoned as OS-40 (Open Space, 40-acre minimum lot size). The adjoining areas are also designated NR and zoned OS-40. The proposed water pipeline would be located underground and would not constrain or change the existing vacant undeveloped lands within the project area. The new aboveground well equipment would be located on the existing well pad, and would also not conflict with the existing land uses and OS zoning of the project area. As a result, no impacts related to conflict with applicable land use plans, policies, or regulations related to avoiding or mitigating an environmental effect would occur.
- c) **No Impact.** The project area is not located within an adopted HCP/NCCP. Therefore, no impacts would occur.

### 3.11 Mineral Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>11. MINERAL RESOURCES — Would the project:</b>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

- a) **No Impact.** According to the United States Geological Survey (USGS), the project site is not identified as a known mineral resource area and does not have a history of mineral extraction uses. In addition, according to the State of California Department of Conservation, Division of Oil, Gas, and Geothermal Resources, no oil well exists on the project site. Therefore, the proposed project would not result in the loss of availability of a known mineral resource and no impacts would occur.
- b) **No Impact.** The project area is not used for mineral extraction and is not known as a locally important mineral resource recovery site. Further, the project area is not delineated on any plan for mineral resource recovery uses, and no impacts would occur.

## 3.12 Noise

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>12. NOISE — Would the project:</b>				
a) Result in exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan area, or, where such a plan has not been adopted, in an area within two miles of a public airport or public use airport, would the project expose people residing or working in the area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project located in the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Discussion

- a) **Less than Significant Impact.** Construction activities within 500 feet of existing noise sensitive uses located in Inyo County are limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. Construction of the proposed project would include the use of a backhoe to excavate the pipeline trench, a flat bed truck to transport the new pipe material, a water truck, and accessory vehicles (i.e., pick-up trucks) to take the construction crew to and from the project site. Construction activities would occur 6:00 a.m. to 4:30 p.m., Monday through Thursday for a duration of approximately one month. There are no sensitive receptors located within 500 feet of the project site. Additionally, construction-related noise would be short-term (approximately one month) and temporary and would not expose sensitive receptors to noise. Noise generated by truck travel to and from the project area would also be short-term and temporary and would not produce substantial increases in traffic that could result in a significant increase in noise levels. Operation of the proposed water pipeline and well equipment would generate minimal noise. The onsite facilities would be unmanned with exception of infrequent maintenance activities on the equipment that would not exceed noise standards. As a result, the proposed project would not generate noise levels in excess of adopted standards and noise impacts would be less than significant.
- b) **Less than Significant Impact.** Proposed project construction would not include the use of construction equipment that would generate excessive groundborne vibration or

groundborne noise levels. Construction equipment includes a backhoe, flat bed truck, a water truck, and accessory vehicles that would not generate substantial groundborne vibration from activities on the soil surface of the project area. In addition, there are no sensitive receptors in proximity to the project area. Furthermore, operation of the proposed water pipeline and well equipment would not generate groundborne vibrations or groundborne noise levels. The onsite facilities would be unmanned with exception of infrequent maintenance activities on the equipment that are not anticipated to generate vibration. Therefore, impacts related to groundborne vibration and noise would be less than significant.

- c) **No Impact.** Construction noise would be short-term and temporary and would not result in a permanent increase in ambient noise levels. At the end of construction, the water pipeline would be located underground and would not create an increase in ambient noise levels. The above ground well equipment would also not generate a permanent increase in ambient noise levels. The onsite facilities would be unmanned with exception of infrequent maintenance activities on the equipment that would not create a permanent increase in ambient noise levels. Therefore, no impacts related to permanent increases in noise would occur from the proposed project.
- d) **Less than Significant Impact.** See responses 12. a through c above. Construction noise would be short-term (approximately one month) and would result in a temporary increase in ambient noise levels. However, the project area is undeveloped and vacant, There are no sensitive receptors located in proximity to the project site that could be affected by the temporary construction noise increase. Thus, construction-related noise is not considered to be substantial. Operation of the pipeline and well equipment would be unmanned with exception of infrequent maintenance events, and would not result in a substantial increase in ambient noise. Therefore, impacts related to substantial temporary or periodic increases in ambient noise levels would be less than significant.
- e) **No Impact.** The proposed project is not located within an airport land use plan or within two miles of a public airport or public use airport that would expose people residing or working in the area to experience noise levels. The nearest public airport is Inyokern County Airport located approximately 36 miles south of the project area. The nearest private airport is Porter Ranch Airport located approximately 10 miles west of the project area. Therefore, noise impacts related to airport uses would not occur.
- f) **No Impact.** The proposed project is not located within the vicinity of a private airstrip. The nearest private airport is Porter Ranch Airport located approximately 10 miles west of the project area. As a result, noise impacts related to private airstrip uses would not occur.

### 3.13 Population and Housing

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>13. POPULATION AND HOUSING — Would the project:</b>				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing units, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

- a) **Less than Significant Impact.** The proposed project does not include housing or commercial development that would directly affect the number of residents or employees in the area and would not contribute to the creation of additional housing or jobs in the Rose Valley area of Inyo County. Instead, the proposed project would provide an additional source of water to the LAA1 to meet the existing demands of water use by LADWP customers. The proposed project would not directly or indirectly induce growth or remove an obstacle to growth as the proposed project would be implemented to meet demands of the existing population that would occur based on the City's approved build-out and growth control policies. The proposed project's potential to induce population growth is considered to be less than significant.
- b) **No Impact.** The project area is undeveloped and vacant. The proposed project does not involve the construction or demolition of housing. Therefore, the proposed project would not displace people or housing, and there would be no impact.
- c) **No Impact.** The proposed project includes the installation of a water pipeline and associated well facilities. The project area is undeveloped and vacant. No housing is located in proximity to the project area and the proposed project would not displace people or require the construction of replacement housing. No impact would occur.

### 3.14 Public Services

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>14. PUBLIC SERVICES — Would the project:</b>				
a) Result in substantial adverse physical impacts associated with the provision of, or the need for, new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:				
i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

- a.i) **No Impact.** The proposed project involves recovering Haiwee Reservoir water seepage and the installation of a water pipeline and associated well equipment to convey water from an existing well to an existing aqueduct. Construction activities would be short-term and limited to a maximum of eight personnel. The proposed project would operate as an unmanned facility and would not introduce inhabitants or visitors to the project area that would require additional fire protective services. Therefore, no impacts to fire services would occur.
- a.ii) **No Impact.** The proposed project involves recovering Haiwee Reservoir water seepage and the installation of a water pipeline and associated well equipment to convey water from an existing well to an existing aqueduct. Construction activities would be short-term and limited to a maximum of eight personnel. The proposed project would operate as an unmanned facility and would not introduce inhabitants or visitors to the project area. In addition, the new well equipment would be enclosed within a six foot fence to secure the equipment. As a result, the proposed project is not anticipated to require additional police protective services, and no impacts would occur.
- a.iii) **No Impact.** The proposed project involves the installation of unmanned water facilities and would not introduce inhabitants to the project area that would require additional schools. No impacts would occur.
- a.iv) **No Impact.** The proposed project involves the installation of unmanned water facilities and would not introduce inhabitants to the project area that would require construction of parks. No impacts would occur.

- a.v) **No Impact.** The proposed project involves the installation of unmanned water facilities and would not introduce inhabitants to the project area that would require additional public facilities. No impacts would occur.
-

### 3.15 Recreation

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>15. RECREATION — Would the project:</b>				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facilities would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

- a) **No Impact.** The proposed project involves recovering Haiwee Reservoir water seepage and the installation of an underground water pipeline and associated aboveground well equipment to convey water from an existing well to an existing aqueduct. The project would be an unmanned facility and would not introduce inhabitants or visitors that would use recreational facilities. Other than the open space that the project area lies within there are no known recreation facilities within the vicinity of the proposed project. The proposed project would not result in physical deterioration of the open space area or any recreation facilities, and no impacts would occur.
- b) **No Impact.** The proposed project does not involve or require the construction or expansion of recreational facilities. No impacts would occur.

### 3.16 Transportation and Traffic

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>16. TRANSPORTATION AND TRAFFIC —</b>				
<b>Would the project:</b>				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

- a) **Less than Significant Impact.** Construction of the proposed project would temporarily increase local traffic due to the transport and delivery of construction equipment and materials as well as from daily worker trips. Construction activities would result in a up to three construction trips to deliver construction material to the project site. Approximately five to eight daily construction workers are anticipated to be needed, which would result in 10 to 16 roundtrip daily worker trips. Construction access would be via US Highway 395, Haiwee Creek Road, and a private adjacent roadway. All construction activities would occur within the 20-foot construction corridor, and no roadway or lane closures are anticipated. Because proposed project construction trips would be minimal and short-term (approximately one month), they are not anticipated to impact the existing circulation system performance. As a result, traffic impacts to the roadway system from construction would be less than significant.

Traffic related to operation of the unmanned water conveyance equipment would be minimal and limited to inspection, maintenance, and/or repair activities that would occur infrequently. Therefore, the operation of the proposed project would not result in significant operational traffic increases.

- b) **No Impact.** Inyo County does not have a congestion management plan, and no other congestion management plans are applicable to the project area. As a result, impacts to applicable congestion management plans would not occur.
- c) **No Impact.** The proposed project is not located in the immediate vicinity of an airport or private airstrip. The nearest public airport is Inyo Kern County Airport located approximately 36 miles south of the project area. The nearest private airport is Porter Ranch Airport located approximately 10 miles west of the project area. Project activities would be on and under the ground surface. No project activities would alter the existing air traffic patterns, levels, or locations that result in safety risks. No impact would occur.
- d) **No Impact.** The proposed project would install water conveyance infrastructure that is not within any public roadway right-of-way. The proposed project would not alter existing roadways nor include any hazardous design features such as sharp curves or dangerous intersections. No incompatible uses such as farm equipment are proposed. As such, no impacts would occur.
- e) **Less than Significant.** Access to the project area is from U.S. Highway 395, Haiwee Creek Road, and a private road adjacent to the project area. Construction activities would be located within a 20-foot construction corridor within the project area and would not impact any access roads adjacent to the project site. Construction activities would be outside of the roadways and within the project site construction corridor, and are not anticipated to interfere with traffic flow or emergency response access to the project area. Onsite operational activities involve minimal and infrequent maintenance operations and would not result in interference with emergency response access. Impacts would be less than significant.
- f) **No Impact.** No policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities are developed within the project area. The proposed project would install water conveyance facilities (most of which are underground) and would not propose any activities that would conflict with any policies, plans, or programs support alternative transportation. No impacts would occur.

### 3.17 Utilities and Service Systems

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>17. UTILITIES AND SERVICE SYSTEMS —</b>				
<b>Would the project:</b>				
a) Conflict with wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities, or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider that would serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

- a) **No Impact.** The proposed project involves installing water conveyance infrastructure from a well to an existing aqueduct. The proposed project would not produce wastewater and would not require a discharge permit from the Regional Water Quality Board (RWQCB). No Impact would occur.
- b) **No Impact.** The proposed project involves installing water conveyance infrastructure from an existing well to an existing aqueduct, and would not require or result in the need for water or wastewater treatment facilities. The proposed project does not involve construction of wastewater infrastructure; and the proposed project would not generate wastewater. Therefore, environmental impacts related to the construction of treatment facilities would not occur.
- c) **No Impact.** The proposed project is located in an undeveloped vacant area with no existing stormwater drainage infrastructure. The proposed project would install new water conveyance infrastructure, much of which is located underground, and would not affect stormwater drainage in the project area. The vacant undeveloped project area is generally flat and covered with pervious soils. Stormwater currently infiltrates into the onsite soils. The proposed project would not increase impervious surfaces, would not

generate additional runoff. As a result, no new stormwater drainage infrastructure would be required from implementation of the proposed project. Thus, no impacts would occur.

- d) **Less than Significant Impact.** The proposed project involves recovering seepage losses from the South Haiwee Reservoir and the installation of a pipeline from Well V817 to transport the recovered water to the LAA1. The seepage recovered from the South Haiwee Reservoir from this project would augment the water supply of LAA1. As described in Section 1.5, Project Background, previous groundwater modeling studies of flows in Rose Valley show that over 900 acre-feet per year of water seeps out of LADWP's South Haiwee Reservoir into Rose Valley. LADWP has an MOU with Coso Operating Company that allows LADWP to recover the seepage losses from South Haiwee Reservoir, which would be done by the proposed project. In addition, the MOU provides that the Coso Operating Company would reduce groundwater pumping in the event that pumping impacts groundwater supplies. As a result, the project would recover lost groundwater and the existing MOU would ensure that groundwater supplies are protected. As the overall objective of the project is to recover water supplies (instead of utilizing water supply), the proposed project would not result in the need for additional water resources or expanded entitlements. Impacts related to water supply are less than significant.
- e) **No Impact.** The proposed project involves installing water conveyance infrastructure from an existing but currently unused well to an existing aqueduct. The proposed project would not produce wastewater and would not receive wastewater service. Thus, no impacts to wastewater treatment capacity would occur.
- f) **Less than Significant.** Construction of the proposed project would result in excavation activities to prepare a trench. The trench would be approximately two feet wide by two feet deep and approximately 1,800 linear feet long. Approximately 270 cy of dirt and topsoil would be excavated and set aside to be used as backfill over the new pipeline. No excavated soils would be hauled offsite to a local landfill. The Lone Pine Landfill is the closest existing landfill facility to the site, and is permitted to accept 22 tons of solid waste per day. The amount of solid waste generated from the one-month construction activities would not be substantial and would not place a great demand on landfills. Operation of the facility would be unmanned with the exception of infrequent maintenance activities, which would not generate substantial volumes of solid waste. Therefore, impacts to solid waste facilities would be less than significant.
- g) **No Impact.** Construction and operation of the proposed project would result in minimal solid waste that would be hauled offsite to a local landfill in compliance with federal, state, and local statutes related to solid waste. No impacts would occur.

### 3.18 Mandatory Findings of Significance

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<b>18. MANDATORY FINDINGS OF SIGNIFICANCE — Would the project:</b>				
a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### Discussion

- a) **Less than Significant Impact with Mitigation Incorporation.** The proposed project involves recovering Haiwee Reservoir water seepage and installation of a water pipeline that would extend from Well V817 to the LAA1 and is not anticipated to substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. The proposed project would incorporate mitigation measures related to air quality, biological resource, and cultural resources as described in this IS/MND to reduce impacts related to the proposed project. Therefore, impacts would be less than significant with the incorporation of mitigation measures.
- b) **Less than Significant Impact.** The potential project specific impacts of the proposed project (as described throughout this IS/MND) would occur during project construction, which is anticipated to last approximately one month. There are no other known construction projects planned for the project vicinity that could result in significant cumulative impacts during construction. Therefore impacts would be less than significant.
- c) **Less Than Significant with Mitigation Incorporation.** Based on the analysis above, the proposed project would have potentially significant environmental effects on air quality, biological resources, and cultural resources that could cause substantial adverse effects on human beings, either directly or indirectly. However, implementation of mitigation

measures as provided within each of these resource topic sections of this environmental checklist would reduce project-related potentially significant impacts to a less than significant level. Therefore, after implementation of mitigation measures, the proposed project would result in a less than significant environmental impact to human beings.

## SECTION 4

# References, Acronyms, and Report Preparers

### 4.1 Document References

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## 4.2 Acronyms

AF	acre-feet
AFY	acre feet per year
AB32	State of California Assembly Bill 32
BMPs	best management practices
CARB	California Air Resources Control Board
CBC	California Building Code
CDFG	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
cfs	cubic feet per second
the City	City of Los Angeles
CO	carbon monoxide
CRHR	California Register of Historical Resources
cy	cubic yards
DTSC	Department of Toxic Substances Control
EIC	Eastern Information Center
FEMA	Federal Emergency Management Agency
GBUAPCD	Great Basin Unified Air Pollution Control District
GBWAB	Great Basin Valley Air Basin
GHG	greenhouse gas emissions
HCP	Habitat Conservation Plan
HFC	hydrofluorocarbons
hp	Horsepower
IS	Initial Study
kW	kilowatts

LAA1	First Los Angeles Aqueduct
LADWP	Los Angeles Department of Water and Power
LUST	leaking underground storage tanks
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MND	Mitigated Negative Declaration
OS-40	Open Space, 40-acre minimum lot size
NAHC	Native American Heritage Commission
NCCP	Natural Community Conservation Plan
NO <sub>x</sub>	Nitrous oxides
NPDES	National Pollutant Discharge Elimination System
NR	Natural Resource
NRHP	National Register of Historic Places
OS-40	Open Space, 40-acre minimum lot size
PFC	perfluorocarbons
PM <sub>2.5</sub>	particulate matter of 2.5 microns or less
PM <sub>10</sub>	particulate matter of 10 microns or less
PUST	permitted underground storage tanks
RWQCB	Regional Water Quality Board
SB375	California Senate Bill 375
SCE	Southern California Edison
SF <sub>6</sub>	sulfur hexafluoride
SO <sub>x</sub>	sulfur oxides
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board
USEPA	United States Environmental Protection Agency
USFWS	United States Fish and Wildlife Service

USGS            United States Geological Survey  
VOC            volatile organic compounds

## **4.3 Report Preparers**

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**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
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23

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** August 20, 2013

**SUBJECT:** Eastern Sierra Land Adjustment Project

**DEPARTMENTAL RECOMMENDATION:** Receive a presentation from staff regarding the Eastern Sierra Land Adjustment project.

**SUMMARY DISCUSSION:** The Eastern Sierra Landownership Adjustment Project (LAP) was a collaborative effort between federal, state, and local agencies to develop options for creating land ownership patterns in the Eastern Sierra that benefit both land management agencies and communities. The project included a steering committee and public outreach in Inyo County in the Owens Valley. Through community input and agency coordination, the project aimed to identify an ownership and land use adjustment toolbox; a set of agreed upon criteria for ownership adjustments; and existing opportunities, pilot projects, and implementation strategies. The LAP Report was completed in 2012. Attached are the LAP Executive Summary and information sheet for Inyo County.

### **Background**

The LAP concept was initiated by the Mono County Collaborative Planning Team and was further developed by the Owens Valley Interagency Committee to explore options for a land ownership pattern that locates private property within and adjacent to existing communities, protects agricultural and sensitive resource lands, and consolidates agency lands for more efficient management. The project was funded by a Sierra Nevada Conservancy grant in 2008, based on the following principles:

- Full participation by the counties, citizens, tribes and all land administering agencies.
- Honor concerns to avoid significant decreases in private property and tax base.
- Private property will be acquired or exchanged through willing sellers only.

The LAP Final Report expands beyond land inventories and mapping into a "one-stop" document for anyone interested in landownership adjustments in the Eastern Sierra. The report details agency and community interests, along with the complex array of policies, criteria, and procedures that govern landownership adjustments within each agency. Maps and land inventories are included, along with recommended agency policy changes based on input from the public and project partners. Details regarding the mechanics of potential land exchanges are described. The policy recommendations are formatted as a "pull out" sections so agencies can quickly and easily extract them for consideration. Primary concepts identified for Inyo County include:

- Working towards expanding private land ownership in the County and no net loss of private lands.

- Providing benefits from land exchanges to Inyo County.
- Encouraging agencies to work with the County early and often throughout any land exchange process.

**Current Efforts**

Mono County continues to facilitate periodic dialogue regarding potential land ownership adjustments in the Eastern Sierra, including specific proposals. Towards this, Mono County Planning Department staff has convened a working group to discuss land exchange possibilities (primarily in Mono County), including representatives from the Bureau of Land Management, U.S. Forest Service, Marine Corps Mountain Training Center, Los Angeles Department of Water and Power, California Department of Fish and Wildlife, and Eastern Sierra Land Trust. Inyo County Planning Department staff participates in these meetings, schedule permitting. One potential land exchange being tracked is the Mammoth Base Land Exchange, which proposes acquiring property in Inyo County and elsewhere for lands near the Mammoth Mountain Base Lodge. Other lands throughout the Eastern Sierra may be discussed at these meetings.

**OTHER AGENCY INVOLVEMENT:** Agencies that may be involved in potential land exchanges, such as the Bureau of Land Management, Mono County, U.S. Forest Service, Los Angeles Department of Water and Power, and California Department of Fish and Wildlife.

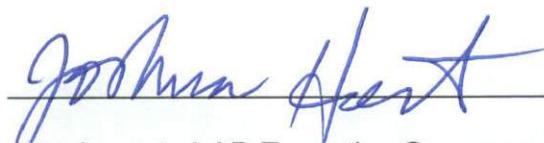
**FINANCING:** General Planning Department funds are utilized to participate in the project.

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 8/13/13

Attachment: LAP Executive Summary and Inyo County Information Sheet

# Executive Summary

Surrounded by an array of public land holdings, the communities in the Eastern Sierra are uniquely protected from over development even as they are sometimes constrained from logical and sustainable growth. With almost 97% of Inyo County and 94% of Mono County owned by public agencies, the Eastern Sierra lacks private land within and adjacent to existing communities. Administering these vast acreages of public land is a task that is sometimes complicated by isolated private parcels. The goal of the Eastern Sierra Landownership Adjustment Project (LAP) is to examine landownership patterns and exchange opportunities to maximize local resource management efficiency, community planning and expansion potential.

## LAP Vision Statement

**Federal and state agencies, Inyo and Mono counties, local tribes, interested citizens, organizations, and private landowners will collaborate to explore and develop options to create a landownership pattern in the Eastern Sierra that better complements collaborative regional goals while preserving private property rights - focusing on opportunities to concentrate development around existing communities and infrastructure; provide workforce housing; maintain agricultural opportunities; protect water and other natural resources and open space; and consolidate agency lands.**

The Sierra Nevada Conservancy funded the LAP in 2008 and an Advisory Committee consisting of representatives from the BLM, USFS, Mono and Inyo Counties, individual citizens, and the Sierra Business Council worked collaboratively to guide the project to completion of its stated goals:

- Conduct an inventory of all potential agency lands available for disposal and identified for acquisition, and create a GIS database.
- Disseminate information pertaining to land disposal policies, constraints, and opportunities, and make the GIS land inventory accessible to the public.
- Conduct public workshops to identify community needs that could be addressed through the project, and identify potential landownership adjustments.
- Based on the land inventory and community input, work collaboratively to facilitate mutually beneficial landownership adjustments and institutionalize policies to guide future efforts.

Acknowledging that community education and input was vital to the success of the LAP, the first step of the project included establishing a baseline of public knowledge and opinion on landownership in the region by interviewing a diverse group of community members. Second, a policy paper on federal landownership adjustments was developed for community education, and a workshop was scheduled

to discuss community values, planning, and opportunities around landownership adjustments. As a follow-up to the workshop, community meetings were held throughout Inyo and Mono Counties with the goal of educating community members and soliciting input from the public. To enable public engagement in the LAP, the agencies worked together to create a LAP website, (<http://gis.mono.ca.gov/lap>). The website includes a link to an online Mono County GIS map (<http://gis.mono.ca.gov/lap/map>).

Concurrently, research was conducted on landownership adjustment policy, criteria and procedures for public agencies. Sierra Business Council and Mono County met numerous times with the Bureau of Land Management, Inyo National Forest, Humboldt-Toiyabe National Forest, California Department of Fish and Game, and Los Angeles Department of Water and Power to review, revise and refine the Agency Information Sheets created for the LAP.

Through the feedback received from the community meetings and agency meetings, recommendations were developed to improve the landownership adjustment process and increase the communication and collaboration between agencies, counties, and communities when landownership adjustment opportunities appear.

Potential pilot projects were examined and evaluated. The Adobe Ranch was determined to be a likely prospect for an exchange. It has all the right components for a successful landownership adjustment, including: willing private property owners; land that is identified as desirable for acquisition by a federal agency for its wildlife habitat potential; and potential exchange parcels near an existing community that may be more appropriate for development.

Looking beyond the scope of the LAP, participants have already suggested methods of keeping the collaboration going. The Collaborative Planning Team in Mono County appears a likely candidate for regular landownership adjustment discussions and updates through the formation of a Landownership Adjustment Subcommittee.

The LAP provides a complete and timely compilation of agency policy and procedures, a snapshot of community shared values and goals, an identified pilot project and an example of collaboration between county, public agency and community concerns. It is our hope that this document is a springboard for future landownership adjustment collaboration and planning.

Critical to the project success and to future landownership adjustment opportunities is the continued participation and collaboration of all the agencies involved in the Advisory Committee. This report identifies "Next Steps" in Chapter 6, and the Advisory Committee is actively working to identify the best methods for continuing the work accomplished over the past two years.

**Landownership Adjustment Project  
Inyo County Information Sheet**

**Interest:**

Inyo County's Landownership Adjustment Goals include:

1. Build an inventory of public properties eligible and appropriate for exchange.
2. Identify feasible methods to be incorporated into County procedures to better facilitate property transfers.
3. Educate local residents, decision makers and other interested members of the public about landownership adjustment possibilities.
4. Coordinating information regarding landownership adjustment possibilities from other agencies.
5. Developing better processes to coordinate and facilitate land exchanges.
6. Work towards no net loss of private acreage.

**Procedures:**

1. Agencies considering a land exchange should coordinate with the Planning Department, County Administrator, and Board of Supervisors prior to scoping.
2. Agencies and proponents of landownership adjustments should work to obtain County input throughout the process.
3. Agencies and proponents of the landownership adjustments should work with the County to comply with General Plan policies regarding land exchanges prior to any approval.

**Criteria:**

The Inyo County General Plan includes a variety of goals, policies, and implementation measures related to landownership adjustment. The following General Plan goals are relevant:

- Government Element Goal (GOV-2): The County will ensure that planning decisions are done in a collaborative environment and to provide opportunities of early and consistent input by the county and its citizens into the planning process of other agencies, districts and utilities.
- Government Element Goal (GOV-3): To provide opportunities for the private ownership of land by maintaining and expanding, when possible, the amount of privately owned land available in the County.
- Land Use Element Goal LU-1: Create opportunities for the reasonable expansion of communities in a logical and contiguous manner that minimizes environmental impacts, minimizes public infrastructure and service costs, and furthers the countywide economic development goals. Guide high-density population growth to those areas where services

(community water and sewer systems, schools, commercial centers, etc.) are available or can be created through new land development, while providing and protecting open space areas.

- Policy 10 encourages LADWP to inventory its land holdings within or adjacent to communities for the purpose of determining land sales to the general public and encourage them to continue their on-going land sales.
  - Policy 11 directs the County to designate land uses for propose land releases by LADWP.
  - Policy 12 encourages other public entities to inventory their land holdings suitable for commercial, industrial and residential uses for future land sales to the general public and encourage them to conduct land sales or exchanges to support such private development.
  - Policy 14 provides a directive to the County to recommend land use designations, or provide guidelines for determining designations for future land releases.
  - Implementation Measure 3.0 and 4.0 directs the County to continue its dialogue with land holding agencies to coordinate the effort to plan community expansion efforts in a logical and orderly manner.
- Housing Element Goal 2.0: To provide adequate sites for residential development.
  - Housing Element Goal 3.0: Encourage the adequate provision of housing by location, type of unit, and price to meet the existing and future needs of Inyo County residents.

**Tools:**

- Sale/purchase.
- Exchange.
- Lease.
- Jurisdictional support in cases where the County is not directly involved.

**Other information:**

- See the Inyo County General Plan.
- Agencies shall coordinate with the County early and often during a proposed land exchange.



**AGENDA REQUEST FORM**  
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** August 27, 2013

**SUBJECT:** Inyo National Forest Plan Update/Revision – Draft Topic Papers

**RECOMMENDATION:** Review the draft Topic Papers and authorize the Chair to sign correspondence to the Forest Service in regards thereto.

**SUMMARY DISCUSSION:** The Inyo National Forest (INF) is working on updating its Forest Plan.<sup>1</sup> Draft Topic Papers for the Update are in public review, and comments are due September 1. Staff is working on draft correspondence for the Board's consideration, which will be provided under separate cover. Staff has also been providing input to the Forest Service over the last several months, and the written input is attached. Included in this input are the summaries from the Board's public meetings in Big Pine, Bishop, and Lone Pine.

**OTHER AGENCY INVOLVEMENT:** Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; other interested persons and organizations.

**FINANCING:** General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

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

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

<sup>1</sup> Refer to <http://inyoplanning.org/InyoNationalForest.htm> for more information about the County's participation in the Plan Update/Revision, including links to the Forest Service's relevant online references.

A handwritten signature in blue ink, appearing to read "Jordan H...", is written over a horizontal line.

Date: 8-21-13

Attachments: Staff's Previous Input

**Inyo National Forest Plan Update/Revision**  
**Inyo County Board of Supervisors August 2013 Public Meetings**  
**Big Pine Meeting Summary**  
**Big Pine Town Hall, 6 p.m., August 5, 2013**

The following summarizes public comments at the Big Pine public meeting for the Inyo National Forest Plan Update/Revision conducted by the Inyo County Board of Supervisors on August 5, 2013.

1. The key to success is smaller government. I was here when there were no BLM Employees, and just one Forest Service employee. Where do the policies come from? The packers were the best conservationists. Fire is big business, and keeps out grazing; for example, there are high fuel loads in the Golden Trout Wilderness due to the ban on grazing in the Kern Plateau. Frogs should be raised in hatcheries and planted in the wild. There are lots of frogs in the Wonder Lakes. Killing fish for frogs doesn't make sense. Tourism is all we have left. The Forest Service never maintained roads.
2. There is a role and need for volunteer groups. What is the Forest Service's capacity given personnel and funding – the Planning Rule requires such an analysis. Chapter 1 describes non-native invasive species, such as cheatgrass, as the greatest threat – how do we pay to manage them? The Topic Papers are excellent. The Travel Management Plan added 866 roads, but no resources for maintenance. There is not enough resources now to monitor endangered species now. How do we pay for administering volunteer groups? There is lots of money available for fire treatment, but still not enough. Fuels are growing four times faster than they're being treated. There are similar issues for infrastructure, recreation, etc. Smaller government means reduced resources for rural counties.
3. We need more local control. For example, treatments of the Kern River were made without local input. The politicians are setting biological policies. Inbreeding of the Tule Elk and pup fish is a problem. The escape of endangered fish onto neighboring properties also is a problem. There is a world-wide decline of frogs due to fungal disease.
4. Why do we need change? The references in the Topic Papers are dated. The Forest Service needs to justify its personnel. How do we pay for all this planning when other needs are being forsaken? The fungus is the biggest threats to the frogs – we need to address the fungus, not close lands. Roads don't need as much maintenance, use of the roads usually takes care of maintenance issues. Many roads that were closed due to the Travel Management Plan were never designated previously in order to save resources for maintenance. There are numerous missing reports, particularly about the benefits of off-highway vehicles. Thirty percent of the Forest is designated Inventoried Roadless Areas (IRA) – originally, there were three categories that were lumped into IRA. There are several Environmental Assessments in public review for road restoration – we shouldn't be closing legal roads. The impacts of roads and off-highway vehicles on erosion are miniscule. The cultural heritage that built this country (i.e., minerals) is missing from the Topic Papers, as well as the access limitations that are impacting these resources. Hunting, rock hounding, and guzzlers are not addressed. Global warming is treated as the top threat.
5. Population growth is not an issue for the Inyo National Forest. There is information overload. What does the County's mitigation priority mean?
6. Directives are coming from the Regional Forest Service Office and Washington D.C.
7. What influence does the County have on federal agencies? Regulation is necessary, but must be limited. What areas are being closed? Are decision makers reading materials? Population growth doesn't impact us.
8. Local can help maintain roads. The Forest Service should cooperate with the locals more
9. There is a lack of backcountry rangers in the Forest. There is an economic value in hiking.

**Inyo National Forest Plan Update/Revision  
Inyo County Board of Supervisors August 2013 Public Meetings  
Lone Pine Meeting Summary  
Statham Hall, 6 p.m., August 13, 2013**

The following summarizes public comments at the Lone Pine public meeting for the Inyo National Forest Plan Update/Revision conducted by the Inyo County Board of Supervisors on August 13, 2013.

1. The identification of "Roadless Areas" should match what has been previously identified in "The Travel Management Plan." Existing roads and trails should be protected.
2. The notion of a "Vibrant Economy" is a broad topic and should be more focused.
3. Inyo County needs to go on record acknowledging that climate change exist because climate change can have a negative impact on recreation (i.e: if climate change reduces wildlife population, hunting may be reduced)
4. Loss of private lands because of mitigation measures is an appropriate concern of Inyo County.
5. Unfair that more restrictions are being placed on the packers and other businesses that are operated on forest lands
6. The acquisition of public lands by agencies for uses such as wilderness and critical habitat is restricting public access to those lands.
7. Chemicals and other harmful treatment methods should not be used to eradicate non-native species.
8. If the Forest Service is allowing the US Fish & Wildlife to include lands in their proposed Critical Habitat areas, then the Forest Service needs to evaluate the potential impacts and an economic analysis should be done.
9. The topic papers need to address wood cutting.

**Inyo National Forest Plan Update/Revision**  
**Inyo County Board of Supervisors August 2013 Public Meetings**  
**Bishop Meeting Summary**  
**Bishop City Council Chambers, 6 p.m., August 20, 2013**

The following summarizes public comments at the Bishop public meeting for the Inyo National Forest Plan Update/Revision conducted by the Inyo County Board of Supervisors on August 20, 2013.

1. The Board of Supervisors (BOS) need to be concerned about the lack of collaboration and the numerous past examples where the Forest Service has failed to collaborate
2. The plan utilizes confusing terminology
3. The NVUM (National Visitor Use Monitoring Program) was flawed in how it collected data and was designed with a specific goal that it wanted to achieve. It was not a true representation of the users of the forest.
4. The Plan needs to recognize the importance of access and not restrict uses further.
5. The BOS is the voice for the community
6. The Plan needs to provide access for all groups including those with disabilities
7. The County needs to view the plan as a means of protection against future losses
8. The Plan needs to be clear and understandable
9. Economics is a vital issue and needs to be discussed within all areas of the plan
10. The Plan needs to ensure that no additional lands are restricted due to regulations
11. The Plan needs to protect all current uses of the forest and not lock out any groups
12. Forest Service does not recognize multiple user groups
13. Mining needs to be addressed by the plan
14. No additional roads should be closed
15. The Forest Service does not have the staffing to fully research the economic impacts of restricting access
16. The County has the basis for information from past studies with regards to economic impacts
17. There needs to be studies done looking at mineral resources within Inyo County and the Inyo National Forest
18. Indicate the positive benefits from grazing and not just the negative impacts
19. The Plan needs to recognize those who have private lands that are historically accessed via roads across forest service lands and the impacts that are caused when those roads are closed
20. The unfair ratio used in land trades
21. Important to have an economist look at the data early on in the plan revision process and provide input
22. The Plan needs to clearly define sustainability and be policy driven.
23. Forest Service should collaborate early and with all groups to try and reduce the threat of lawsuit. A large portion of the budget is spent on lawsuit prevention.
24. Additional development of partnerships with groups (i.e.: Disposal of green clippings on forest land in Aspendell)
25. There are a reduced number of opportunities to make a living in the Eastern Sierras due to restrictions on mining, timber, etc.
26. There is a strong connection between the communities and the forest and the plan needs to recognize this.
27. It's important for continued public involvement throughout the plan revision process

## **Inyo County Comments Regarding Draft Assessment Papers – April 23, 2013**

### **Inyo National Forest Plan Update/Revision**

#### **Chapter 8 – Multiple Uses (Water)**

- The second paragraph on page 1 is inflammatory and should be revised.
- The discussion about local agriculture should be expanded. The Inyo Mono Agricultural Commission should be able to provide relevant data.
- A number of small communities rely on the Forest for their water supplies (e.g., Aspendell, Mt. Whitney, Onion Valley, etc.) – these should be addressed.
- Fish hatcheries should be included in the discussion of beneficial uses.
- The increased demand for water in the Lower Owens River (for rewatering) and Owens Lake (for dust suppression) should be addressed.
- Where will the impacts of quagga mussel and other invasive aquatic species be addressed?
- Flood risks should be better addressed – this is one of the most potentially severe impacts of the Forest on our local communities.
- Should water supplies for fire protection be addressed?

#### **Chapter 10 – Renewable and Nonrenewable Energy and Mineral Resources**

- Solar and wind resources should be addressed, if not here, elsewhere. Wind resources in particular may be important in the Forest – CalWEA is a good resource. We assume that transmission will be addressed elsewhere.
- The discussion of mineral resources should be substantially expanded to address important and strategic minerals in the Forest that provide opportunities for commercial utilization (e.g., tungsten, gold, silver, etc.), as well as utilization of gravel resources for local roads. The counties should have relevant data regarding claims that may be helpful – please let us know if you would like us to assist in researching.
- Where will dam failure/inundation hazards be addressed?

#### **Chapter 11 – Infrastructure**

- This section appears incomplete.
- Should include infrastructure for utilities (e.g., power transmission), reference to West Wide Corridor EIS should be included; other infrastructure should be addressed (e.g., maintenance facilities, SAR, training facilities, etc.)
- Where will services be addressed?
- The Forest's commitment to vehicular and other access should be described.
- The County will provide information about maintenance of roads that provide access to Forest.
- The last paragraph on page 11 is inflammatory and should be deleted.
- Even though the discussion of reclassifying trails maybe accurate, it is indicative of the distrust between local agencies and the Inyo National Forest. It indicates that the Forest disguises the reduction in the quality of the travel opportunities on the Forest without input from the public or agencies. Further, it hides the impact the available funding is having on the forest.

## **Inyo County Comments Regarding Draft Assessment Papers – May 6, 2013**

### **Inyo National Forest Plan Update/Revision**

#### **Chapter 3 – System Drivers and Stressors**

- the potential effects from changing fire management strategies should be discussed.
- the implications of continuing transformation of the economy to a service (and particularly tourism) base should be discussed.

#### **Chapter 8 – Assessing Multiple Uses (Range)**

- we plan to ask our Agricultural Commissioner to review.
- Section 8.2.3.1 – the effect of increased entitlement costs to permittees should be addressed.
- Section 8.2.6 – the discussion of the historic significance of grazing to the local culture should be enhanced.

#### **Chapter 10 – Renewable and Nonrenewable Energy and Mineral Resources (Energy Resources)**

- references to the Inyo County Renewable Energy Ordinance and the Nevada Transmission Plan should be included. Note that the County is reinitializing work on a Renewable Energy General Plan Amendment.

#### **Soil Resources**

- we plan to ask our Water Director to review.
- a discussion about means to mitigate for soil erosion should be included, particularly for roads.

#### **Chapter 6 – Social, Cultural, and Economic Conditions**

- the cultural historical discussions should be expanded. For example, mining played a significant role in development of the communities near the Forest; this history, evolution of the mining industry to its present day, and implications for the modern social, cultural, and economic should be discussed.
- impacts of disasters (e.g. fire, floods, mudflows, etc.) on local communities should be addressed.
- note that the town of Independence population is about 500, so the reference to the CCD population of over 2,000 overstates the size of the town
- there seem to be numerous discussions that are more relevant to the west side (for example, the pollution discussion on page 34, numerous discussions about timber, including on page 57, etc.).
- page 36 – the reference to continuous litigation between Inyo County and the City of Los Angeles is inaccurate and should be revised or deleted.
- Economic Diversity (pages 38-42) – the specialization index is counterintuitive, since the local economy is predominantly service based – this discrepancy should be explained.
- pages 47-48 – the impacts of forest fires (particularly smoke) on local economies should be addressed.
- page 49 – the first paragraph presents survey results that appear to be Sierran wide and should be deleted.
- page 51 – we understand that there is disagreement among experts about the reasons for the Sierra yellow-legged frog, which should be identified.
- Key Economic Conditions (pages 57 et seq.) – the section should address the changing economy and how Forest Service management has affected the local economy, both positively and negatively. For example, the effects of the loss of high-paying mining jobs being replaced by lower paying service jobs should be addressed.
- page 63 – the implications to local government finance of the uncertainty of PILT payments should be addressed.

-page 68 – the list of stewardship groups should be more balanced – we suggest including AAPL.

**Chapter 14 – Land Status and Ownership, and Access Patterns (Land Status, Land Use Planning Policies, and Zoning)**

-we suggest including the Desert Renewable Energy Conservation Plan and the Owens Lake Master Plan.

-we appreciate the discussion of the Inyo County General Plan – we will be working on a matrix of relevant references that we can share.

**Chapter 14 – Land Status and Ownership, Use and Access Patterns (Land Ownership Patterns)**

-we suggest a discussion of private land ownership patterns in and adjacent to the Forest.

Comments on draft Inyo Forest Assessment Topic Paper (May 2013 Draft)

From Bob Harrington, July 19, 2013

Chapter 2: Water Resources

P5, Table 1 – Presence and condition of groundwater dependent vegetation may also be a viable indicator of groundwater quantity.

P6, Table 2 – Nevada State Engineer Reconnaissance Report #58 – Fish Lake Valley

([http://images.water.nv.gov/images/publications/recon%20reports/rpt58-fish\\_lake\\_valley.pdf](http://images.water.nv.gov/images/publications/recon%20reports/rpt58-fish_lake_valley.pdf)) provides an estimate of runoff from the Nevada portion of the White Mountains of 32,000 acre-feet/year. This is not directly comparable to the topic paper's figure of 65,000 afy because it does not include runoff in Deep Springs and Saline Valley, but you may want to check to make sure your calculations are consistent with this NVSE report. The Nevada State Engineer report appears to have used similar methods as the topic paper, but with a shorter period of record. Also, 'Watersheds East of White and Inyo Mountains' should probably be 'Watersheds on east side of White-Inyo Mountains.'

P6 – Concerning the reason that the east side of the White Mountains has more perennial streams than the west side, transport of fallen snow from the range crest into east side basins by wintertime westerly winds is a probable additional contributor to the relatively high perennial stream flow in the east side basins.

P7 – The effects of snow making and salting of ski areas during spring melt should be covered in water quality.

P27 – The statement that reduced snowmelt in response to climatic warming has already reduced groundwater recharge is questionable. The Drexler et al. reference pertains to sites off the forest, and their presentation of changes in precipitation indicates that sites on the forest may be seeing increased precipitation whereas their field sites saw decreased precipitation. Their results shouldn't be extrapolated to the Inyo. A better characterization of the effect of climate change on groundwater recharge is that it is unknown.

P10 – The statement that systems with existing flow alterations are subject to disproportionately larger perturbations from smaller stressors such as climate change or fire seems speculative and needs to be better justified. Also, in the Bishop Creek basin, include McGee and Birch Creeks as having diversions.

P11, Figure 3 – The USGS National Hydrologic Dataset has a more complete coverage of springs than shown on Figure 3.

P14 – What does "evolutionary time" mean?

P15, Table 3 – It is noteworthy that there is essentially no difference in proper functioning condition rating between streams in wilderness and streams on grazing allotments.

P17 – It would be useful for recreation planners and the public to include information on giardia occurrence.

P18 and 27 – It would be useful to have a catalogue of diversions and impoundments, with information about the nature of each facility.

P24-27 – The discussion of climate change should stress the relative confidence that researchers have concerning the effects of climate change. While earlier peak snow accumulation and snowmelt runoff are expected with high confidence, trends in total precipitation, magnitude of peak snow accumulation, and volume of peak floods are much less certain. At present, it is unknown whether precipitation will increase or decrease at high elevations in the forest (e.g., Andrews, NPS/SEIN/NRR 2012/500). A useful synthesis of climate science would be to tabulate and describe effects that may result from climate change, assess whether they have been observed yet, and assessing the relative confidence in forecasts concerning each effect. If the primary purpose of these topic papers is to inform forest decision making, then it is just as valuable to identify the “known unknowns” as it is the “knowns.”

P27 – See previous comment concerning the Drexler et al. reference. It doesn't seem applicable to the Inyo. Also, Overpeck et al.'s work on the southwest probably has limited applicability to the Inyo.

#### Chapter 8 – Multiple Uses

P7 – Snow making should not be considered a consumptive use. The term consumptive use generally is applied to water that exits the hydrologic system under consideration. Water used in snow making generally infiltrates into the ground or runs off to surface water bodies (minus evaporative losses).

P21 – Update to reflect settlement between LADWP and MCWD over water rights on Mammoth Creek.

**From:** Joshua Hart  
**To:** Susan E Joyce (sejoyce@fs.fed.us)  
**Cc:** D. Wilson (dwilson@inyocounty.us); Steve Porter; Nolan Bobroff (nbobroff@inyocounty.us)  
**Subject:** INF Plan - Mtgs. on August 7  
**Date:** Friday, July 26, 2013 4:19:00 PM  
**Attachments:** [AgendaMtg8-7-13.docx](#)  
[Ch1 Ecosystem Conditions.docx](#)  
[Ch2 Soils.docx](#)

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Hi Susan. As we have discussed, for purposes of meeting with the IDT on August 7 at 1 p.m., attached are my comments regarding several of the Topic Papers. Overall, I think the Topic Papers are looking good, and I encourage the Forest Service to emphasize more positive examples of mitigation for recreation, access, mining, and grazing that has been successful in reducing impacts to sensitive resources. For some reason several of the files that I reviewed (from the wiki) are different than the word files you provided. In the word document you provided for Chapter 2, I do not see the air section – I have only one comment regarding the air section from the wiki version (so I don't think I need the word file) – that smoke impacts from forest fires on human health and nearby communities should be addressed. For some reason, the wiki version of Chapter 2 also did not include the full water subsection, but it is available in the word file. I cannot open the Chapter 3 word file, and I have numerous comments – can you resend it to me? For Chapter 6, I have only one suggestion at this time to include a short discussion or raven management techniques in regards to the sage grouse. I'll keep working on my review and hope to provide you additional input in the future.

Also, do you have the Inyo County Wildfire Protection Plan? (if not, we can provide) I believe that there are a number of community wildfire protection plans as well...I'm not sure that we have, but we could probably obtain. Have you reviewed the grazing/water quality report here - [http://news.ucdavis.edu/search/news\\_detail.lasso?id=10636?](http://news.ucdavis.edu/search/news_detail.lasso?id=10636?)

In regards to the comments submitted to date regarding the Topic Papers, I propose we discuss the following with the IDT on August 7: April 1 Paper from Steve McLaughlin; CBD March 14 Memo; April 5 Friends of the Inyo Paper; May 6 Inyo County comments; May 16 email from Caltrout; general approach to the comments regarding recreational aviation and disability access; and any major revisions being considered.

Attached is a draft agenda for our 10:30 a.m. meeting on August 7. Please let me know if you'd like any changes.

Thanks. I'll be back August 5 if you'd like to touch bases then.

Josh

Ch1\_Ecosystem\_Conditions (2).docx [Read-Only]

Main document changes and comments		
<b>Page 9: Comment [JH1]</b>	<b>Joshua Hart</b>	<b>7/26/2013 1:59:00 PM</b>
Is grazing a significant influence to this ecosystem?		
<b>Page 13: Comment [JH2]</b>	<b>Joshua Hart</b>	<b>7/26/2013 1:59:00 PM</b>
Is grazing a significant driver of impacts to sagebrush?		
<b>Page 42: Comment [JH3]</b>	<b>Joshua Hart</b>	<b>7/26/2013 2:05:00 PM</b>
I understand that numerous variables are contributing to the decline of the frog, and suggest revising this sentence.		
<b>Page 42: Comment [JH4]</b>	<b>Joshua Hart</b>	<b>7/26/2013 2:04:00 PM</b>
I understand that numerous variables are contributing to the decline of the frog, and suggest rewording this sentence appropriately.		
<b>Page 44: Comment [JH5]</b>	<b>Joshua Hart</b>	<b>7/26/2013 2:08:00 PM</b>
I understand that guzzlers are placed throughout the Forest, and may be relevant to the discussion.		
<b>Page 47: Comment [JH6]</b>	<b>Joshua Hart</b>	<b>7/26/2013 2:14:00 PM</b>
Is this statement supported by evidence?		
<b>Page 47: Comment [JH7]</b>	<b>Joshua Hart</b>	<b>7/26/2013 2:15:00 PM</b>
It would seem that we would expect grazing management to continue to improve conditions in Monche Meadow, so I suggest revising this clause.		
<b>Page 49: Comment [JH8]</b>	<b>Joshua Hart</b>	<b>7/26/2013 2:16:00 PM</b>
???		
<b>Page 50: Comment [JH9]</b>	<b>Joshua Hart</b>	<b>7/26/2013 2:25:00 PM</b>
This discussion seems unbalance since other factors are contributing to stream degradation, and it seems that most streams are relatively good condition.		
Header and footer changes		
Text Box changes		
Header and footer text box changes		
Footnote changes		
Endnote changes		

**Ch2\_Soils (2).docx [Read-Only]**

**Main document changes and comments**

**Page 1: Comment [JH1]**

**Joshua Hart**

**7/26/2013 4:07:00 PM**

Seems to be missing air?

**Page 12: Comment [JH2]**

**Joshua Hart**

**7/26/2013 2:36:00 PM**

This is a good example of a positive approach to addressing potential impacts.

**Header and footer changes**

**Text Box changes**

**Header and footer text box changes**

**Footnote changes**

**Endnote changes**

**From:** Joshua Hart  
**To:** [Susan E Joyce \(sejoyce@fs.fed.us\)](mailto:sejoyce@fs.fed.us)  
**Subject:** INF Plan  
**Date:** Monday, August 12, 2013 9:55:00 AM

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Hi Susan. As discussed, here is the link to the County's wildfire protection plan -  
[http://www.inyocounty.us/Documents/Inyo\\_CWPP.pdf](http://www.inyocounty.us/Documents/Inyo_CWPP.pdf).

Josh

**From:** Joshua Hart  
**To:** [Susan E Joyce \(sejoyce@fs.fed.us\)](mailto:sejoyce@fs.fed.us)  
**Cc:** [Doug Wilson \(dwilson@willdan.com\)](mailto:dwilson@willdan.com); Steve Porter; [Nolan Bobroff \(nbobroff@inycounty.us\)](mailto:nbobroff@inycounty.us)  
**Subject:** INF Plan - Draft Topic Papers  
**Date:** Friday, August 16, 2013 4:41:00 PM  
**Attachments:** [Ch8\\_Hunting-Fishing-PlantUses.docx](#)  
[PublicMtgSummaryLonePine8-13-13.docx](#)  
[PublicMtgSummaryBigPine8-8-13.docx](#)  
[BioMemo8-16-13pdf.pdf](#)

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Hi Susan. Attached are my comments regarding Chapter 8b of the draft Topic Papers. Overall for Chapter 8, I suggest a brief catch-all about other multiple uses not specifically addressed. I have some comments regarding Chapter 8a (Water), but I don't seem to have the word document – I believe I've already conveyed these to you in the public meetings and in my comments regarding Chapter 2 – generally, these are that (1) State, regional, and local planning should be addressed to a greater degree [i.e., State Water Plan, more regarding the Basin Plan, IRWMP, and local plans (e.g., adjudications – such as the Inyo-LA Long-Term Water Agreement, General Plans, local ordinances – such as Inyo County's Water Transfer Ordinance (ICC Section 18.77), etc.] – I suggest a brief sections summarizing, and (2) the increasing demand for conservation water (i.e., Owens Lake) should be addressed in more detail. If you would like, please send the word file for Chapter 8a to me and I can include my comments. Regarding Chapter 8c (Grazing), I think there should be more discussion about the trend towards reduced grazing, and I think it's worth reiterating my previous comments about the need to address administrative burdens for grazing. I didn't have any comments regarding Chapter 7.

In regards to Chapter 11, as we discussed yesterday, we believe that the discussion about infrastructure should be expanded to address water treatment and wastewater systems in the Forest. We understand that Forest Service staff (i.e., Olin Beale) has indicated that additional funding from the County may be necessary for the wastewater treatment system in Aspendell, and that additional regulatory requirements are at least partially the issue. This issue should be addressed, similar to roads and trails, particularly for Aspendell. Per our discussion yesterday, Nolan is working on the information regarding communities in the Forest, search and rescue, and sheriff protection. We hope to get you this information Monday. As we also discussed, we're anticipating that you will add a discussion about other infrastructure-related Forest Plans, as well as local fire protection services.

Also attached is a draft memo from our Biologist, and the comment summaries from the Lone Pine and Big Pine meetings.

I planning to provide you a draft agenda for our meeting with the Regional Team Monday as well.

Thanks. Have a good weekend.

Josh

Ch8\_Hunting-Fishing-PlantUses (2).docx [Read-Only]

Main document changes and comments

**Page 1: Comment [JH1]** Joshua Hart 8/16/2013 2:09:00 PM

The concept of reduced access to all of these resources due to travel management, wilderness, and IRAs should be addressed.

**Page 4: Inserted** Joshua Hart 8/21/2013 3:40:00 PM

2

**Page 4: Deleted** Joshua Hart 8/21/2013 3:40:00 PM

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**Page 7: Inserted** Joshua Hart 8/21/2013 3:40:00 PM

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**Page 7: Deleted** Joshua Hart 8/21/2013 3:40:00 PM

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**Page 10: Comment [JH2]** Joshua Hart 8/16/2013 2:07:00 PM

I understand that there is a relationship between sheep and deer (1 – we have been presented with evidence of a complex relationship between sheep, deer, and mountain lions and 2 – one of our Planning Commissioners (Ross Corner) indicated that he has heard of competition between sheep and deer for habitat) – if this is accurate, it should be addressed. We can provide information about the sheep/deer/mountain lion relationship if that would be helpful.

**Page 11: Inserted** Joshua Hart 8/21/2013 3:40:00 PM

4

**Page 11: Deleted** Joshua Hart 8/21/2013 3:40:00 PM

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**Page 12: Inserted** Joshua Hart 8/21/2013 3:40:00 PM

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**Page 12: Inserted** Joshua Hart 8/21/2013 3:40:00 PM

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**Page 14: Inserted** Joshua Hart 8/21/2013 3:40:00 PM

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**Page 14: Deleted** Joshua Hart 8/21/2013 3:40:00 PM

3

Reader and footer changes

Table of contents

Reader and footer table of contents changes

Footnote changes

Endnote changes

## TECHNICAL MEMORANDUM

**Date:** August 16, 2013  
**To:** Joshua Hart, Inyo County Planning Department  
**CC:** Doug Wilson, Willdan Engineering  
**From:** Leslie Perry, North State Resources  
**Subject:** Inyo National Forest Assessment Topic Paper (May 2013 Draft) – Chapter 5: At-Risk Species

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The U.S. Department of Agriculture, Forest Service (Forest Service) is in the process of updating the Inyo National Forest Land and Resources Management Plan (LRMP). The Forest Service has prepared topic papers to describe the current conditions and trends of the various resources on the Forest to guide development of the updated LRMP. North State Resources, Inc. (NSR), on behalf of Inyo County, has reviewed the topic paper addressing At-Risk Species and prepared this technical memorandum to provide input and comments to the Forest Service to consider during the planning process.

### Background

Pursuant to the 2012 National Forest System Land Management Planning Rule, the Forest Service is required to identify species of conservation concern (SCCs) during the plan update process for all National Forests and Grasslands. These species are defined as: “a species, other than federally recognized threatened, endangered, proposed, or candidate species, that is known to occur in the plan area and for which the regional forester has determined that the best available scientific information indicates substantial concern about the species’ capability to persist over the long-term in the plan area” (36 CFR Sec. 219.9(c)). Through the planning rule, the management of species on the Inyo National Forest has been modified to focus on SCCs instead of the previously identified Forest Service sensitive and management indicator species.

The Forest Service preliminarily identified SCCs for the Inyo National Forest in its topic paper entitled *Chapter 5: At-Risk Species*. The topic paper discusses the current status, conditions, and trends of each species to evaluate if the species meets the definition of an SCC. Federally recognized species are considered at-risk species and will be addressed in the planning process, but they are not considered for SCC status. Species considered for SCC status must have a NatureServe rank of G/T 1-2, be petitioned for federal listing with a positive 90-day finding, be federally delisted within the past 5 years, and/or be federally delisted with a monitoring requirement. Consideration is also given to species with NatureServe ranks of G/T 3 or S 1-2, state or tribal listed species, species with a high priority for conservation based on other agency or tribal lists, SCCs on adjoining National Forests, or species of local conservation concern. The Forest Service identified the following two mandatory requirements to designate a species as an SCC:

- 1) The species must be native to the plan area and have a documented occurrence in the plan area within the last 10-15 years.
- 2) The best available scientific information indicates a substantial concern about the species’ capability to persist over the long-term in the plan area.

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## Comments on Proposed SCCs

NSR reviewed the information presented by the Forest Service on each species being considered for SCC status and offers these comments on the conclusions presented by the Forest Service to support or confirm SCC designation. Our review focused on species that are known to occur or may occur on the Inyo National Forest in Inyo County.

### Consideration of Potential SCCs

Sufficient evidence appears to be available to designate the following species as SCCs based on the information presented by the Forest Service:

#### Wildlife

- Inyo Mountain salamander (*Batrachoseps campi*)
- Northern goshawk (*Accipiter gentilis*)
- Willow flycatcher (*Empidonax traillii*)
- Panamint alligator lizard (*Elgaria panamintina*)

#### Plants

- Inflated Cima milkvetch (*Astragalus cimae* var. *sufflatus*)
- Inyo milkvetch (*Astragalus inyoensis*)
- Lemmon's milkvetch (*Astragalus lemmonii*)
- Bodie Hills rockcress (*Boechera bodiensis*)
- Shockley's rock cress (*Boechera shockleyi*)
- Scalloped moonwort (*Botrychium crenulatum*)
- Inyo County star-tulip (*Calochortus excavatus*)
- Pygmy pussypaws (*Calyptridium pygmaeum*)
- Kern Plateau bird's-beak (*Cordylanthus eremicus* ssp. *kernensis*)
- Hall's Meadow Hawksbeard (*Crepis runcinata* ssp. *hallii*)
- Bristlecone cryptantha (*Cryptantha roosiorum*)
- July gold (*Dedeckera eurekensis*)
- Mount Whitney draba (*Draba sharsmithii*)
- Gilman's goldenbush (*Ericameria gilmanii*)
- Olancho Peak buckwheat (*Eriogonum wrightii* var. *olanchense*)
- Golden goodmania (*Goodmania luteola*)
- Beautiful cholla (*Grusonia pulchella*)
- Blandow's bog moss (*Helodium blandowii*)
- Jaeger's hesperidanthus (*Hesperidanthus jaegeri*)
- White Mountains horkelia (*Horkelia hispidula*)
- Inyo hulsea (*Hulsea vestita* ssp. *inyoensis*)
- Field ivesia (*Ivesia campestris*)
- Father Crowley's (dedecker) lupine (*Lupinus padre-crowleyi*)
- Torrey's blazing star (*Mentzelia torreyi*)
- Sweet-smelling monardella (*Monardella beneolens*)
- Inyo phacelia (*Phacelia inyoensis*)
- Mono County phacelia (*Phacelia monoensis*)
- Parish's popcornflower (*Plagiobothrys parishii*)
- Morefield's cinquefoil (*Potentilla morefieldii*)
- Frog's-bit buttercup (*Ranunculus hydrocharoides*)
- Mojave fishhook cactus (*Sclerocactus polyancistrus*)
- Masonic Mountain jewelflower (*Streptanthus oliganthus*)
- Dedecker's clover (*Trifolium kingii* ssp. *dedeckerae*)
- Marsh arrow-grass (*Triglochin palustris*)

The following species do not appear to meet the requirements for SCCs based on information presented by the Forest Service; specific comments regarding these species are presented below:

#### Wildlife

- Owens Valley springsnail (*Pyrgulopsis owensensis*)
- Wong's springsnail (*Pyrgulopsis wongi*)
- Kern Plateau salamander (*Batrachoseps robustus*)
- Owens Valley web-toed salamander (*Hydromantes platycephalus*)
- Bald eagle (*Haliaeetus leucocephalus*)
- American marten (*Martes americana*)
- Townsend's big-eared bat (*Corynorhinus townsendii*)
- Western small-footed myotis (*Myotis ciliolabrum*)
- Spotted bat (*Euderma maculatum*)
- Black toad (*Anaxyrus exsul*)

#### Plants

- Compact daisy (*Erigeron compactus*)
- Inyo blazing star (*Mentzelia inyoensis*)
- Narrow-leaved cottonwood (*Populus angustifolia*)

### Comments and Recommendations

Comment #1: Table 1 on page 4 of the Aquatic Wildlife section should be organized in the same order as the species are presented in the subsequent species descriptions for consistency. Also, the scientific name for Wong's springsnail has a typo in it (*Prgulopsis* should be *Pyrgulopsis*).

Comment #2: Information presented for Owens Valley springsnail and Wong's springsnail indicates that the species do not warrant designating as SCCs. The Forest Service states "existing management provides for the protection of springsnail habitat; thus habitat condition is not expected to change in the future." In addition, the Forest Service notes that available information indicates that habitat loss is not an issue. No current threats are identified in the topic paper to demonstrate a substantial concern for the persistence of the species on the Forest. For these reasons, the two springsnails do not appear to satisfy the second mandatory requirement for designating as SCCs. The Forest Service should provide supporting evidence to designate these species as SCCs, if it is warranted.

Comment #3: Information presented for Kern Plateau salamander indicates that the species does not warrant designating as an SCC. The Forest Service indicates that no current threats have been identified regarding the species based on the 2009 Motorized Travel Management project and recent visits to suitable habitat. Potential threats are identified (e.g., fire, flash floods, digging up of springs), but they do not seem to indicate a substantial concern for the species based on the information presented by the Forest Service. For these reasons, the Kern Plateau salamander does not appear to satisfy the second mandatory requirement for designating as an SCC. The Forest Service should provide supporting evidence to designate the species as an SCC, if it is warranted.

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Comment #4: Information presented for Owens Valley web-toed salamander indicates that the species does not warrant designating as an SCC. The Forest Service indicates that new information has become available to expand the known range of the species. No evidence was presented to indicate a substantial concern for persistence of the species on the Forest. For these reasons, the Owens Valley web-toed salamander does not appear to satisfy the second mandatory requirement for designating as an SCC. The Forest Service should provide supporting evidence to designate the species as an SCC, if it is warranted.

Comment #5: Information presented for bald eagle indicates that the species does not warrant designating as an SCC. The Forest Service notes "the presence of bald eagles on the Inyo NF is expected to remain the same, or potentially increase, over time." Nesting activity may increase on the Forest as a result of range-wide population increases, although suitable nesting habitat is limited on the Forest due to the presence of few forested areas near large water bodies, not because of Forest Service management activities. For these reasons, the bald eagle does not appear to satisfy the second mandatory requirement for designating as an SCC. The Forest Service should provide supporting evidence to designate the species as an SCC, if it is warranted.

Comment #6: Information presented for American marten indicates that the species may not warrant designating as an SCC. The Forest Service identifies past threats to martens from logging, road development, and establishment of ski resorts in suitable habitat, but no current threats are identified that would indicate a substantial concern for the species based on the information presented by the Forest Service. Population trend data were not available for the Forest, but many years of survey data indicate that the species continues to be found on the Forest. For these reasons, the American marten does not appear to satisfy the second mandatory requirement for designating as an SCC. The Forest Service should provide supporting evidence to designate the species as an SCC, if it is warranted.

Comment #7: Information presented for Townsend's big-eared bat, western small-footed myotis, and spotted bat indicates that the species may not warrant designating as SCCs. These species may roost in abandoned mines or caves, and the Forest Service has installed bat gates at the entrances of occupied sites to protect the species. Although white-nose syndrome is identified as a potential threat, it has not been documented in California and is not considered a current threat to the species on the Forest. The primary threat identified in the topic paper is human disturbance in mines or caves where bats roost; however, the Forest Service currently manages occupied roost sites in mines and caves by installing bat gates. For these reasons, the three bats do not appear to satisfy the second mandatory requirement for designating as SCCs. The Forest Service should provide supporting evidence to designate these species as SCCs, if it is warranted.

Comment #8: Information presented for black toad indicates that the species does not warrant designating as an SCC. The Forest Service notes "as long as indicators remain stable, the population of the toads is not expected to change." The black toad is only found on the Forest in isolated springs with limited access and little to no activities. Habitat on the Forest is primarily limited to fringe habitat where adults may disperse. Based on available information, population trends indicate that the species would remain stable over the long term. For these reasons, the black toad does not appear to satisfy the second mandatory requirement for designating as an SCC. The Forest Service should provide supporting evidence to designate the species as an SCC, if it is warranted.

Comment #9: Table 11 on page 51 of the Plants section should be alphabetized by scientific name and track to the same order of presentation of the species in Appendix C, Plant Species at Risk, for consistency.

Comment #10: Information on the species in Appendix C, Plant Species at Risk, is not presented consistently for each species. A consistent format that addresses the criteria for identifying SCCs should be used for all species.

Comment #11: The description of scalloped moonwort in Appendix C, Plant Species at Risk, does not reference occurrences in Inyo County. The CNDDDB has a recorded occurrence in Inyo County on the Inyo National Forest (EO Index 90234, Occurrence No. 63, 8/9/12).

Comment #12: The description of Olancha Peak buckwheat in Appendix C, Plant Species at Risk, does not reference occurrences in Inyo County. The CNDDDB has a recorded occurrence in Inyo County on the Inyo National Forest (EO Index 87614, Occurrence No. 3, 8/31/11).

Comment #13: The discussion of compact daisy does not identify specific threats to the species on the Inyo National Forest. Based on the information presented by the Forest Service, this species does not appear to be at substantial risk on the Forest. Additional threats or concerns regarding the persistence of the species on the Forest should be presented to justify identifying this species as an SCC, if it is warranted.

Comment #14: The discussion of Inyo blazing star does not identify specific threats to the species on the Inyo National Forest. Based on the information presented by the Forest Service, this species does not appear to be at substantial risk on the Forest. Additional threats or concerns regarding the persistence of the species on the Forest should be presented to justify identifying this species as an SCC, if it is warranted.

Comment #15: The discussion of narrow-leaved cottonwood does not identify specific threats to the species on the Inyo National Forest. Based on the information presented by the Forest Service, this species does not appear to be at substantial risk on the Forest. Additional threats or concerns regarding the persistence of the species on the Forest should be presented to justify identifying this species as an SCC, if it is warranted.

Comment #16: Occurrences of Mojave fishhook cactus on the Forest should be verified before confirming this species as an SCC.

The Planning Commission reviewed the draft Topic Papers at its regular May 22 and July 24 meetings and provided input. The following summarizes that previous input:

- Payment in-lieu taxes (PILT) does not adequately offset County costs to provide services and does not address the opportunity costs of federal land management. PILT payments are subject to the legislative process, and neither payment amount nor compensation in a timely manner are assured.
- The Forest Service should coordinate with the County.
- The State Department of Fish and Wildlife (DFW) is not disclosing when it kills fish. Destroying the fishery will destroy recreation. The amphibians are being killed by pollution from the west side of the mountains.
- The resort industry and the Fish and Game Commission need to be involved.
- There are too many meetings.
- People who have been fishing here for generations are not returning due to the State DFW's management. This is resulting in cultural-historic impacts.
- Mining and packing are being impacted.
- The County's public outreach effort should be strengthened.
- Closing roads impedes people with limited mobility and other impairments from visiting the Forest.

The NRAC reviewed the Topic Papers at its June 6 and August 8 meetings. The following summarizes comments made by individual NRAC members:

- The Plan will result in socioeconomic impacts and further impede mining.
- The environmental impacts of mining should be considered.
- The County should collaborate with other jurisdictions.
- Total impacts should be considered. A regional approach may be beneficial. Economic activities may be better analyzed at a County level. Our communities are equal at the table.
- The 1988 Plan lacked baseline data, which is still lacking.
- The Natural Range of Variability (NRV) Assessments provide baseline vegetation data. Management will not lead to a natural state. What is the optimum state within the context of the NRV? We need to point out specific references that are invalid.
- We have information overload.
- We need more public outreach.
- There is a strong relationship between the people and the Forest.
- We need to analyze mitigation, which is missing from the Topic Papers.
- Dust pollution from Owens Lake is not addressed.
- More economic development opportunities should be included for Inyo County, such as skiing, mountain biking, and others.

Ch3\_Drivers\_Stressors.docx

Main document changes and comments		
<b>Page 2: Comment [JH1]</b>	<b>Joshua Hart</b>	<b>8/12/2013 9:58:00 AM</b>
Shouldn't there be economic indicators too?		
<b>Page 10: Comment [JH2]</b>	<b>Joshua Hart</b>	<b>8/12/2013 10:31:00 AM</b>
How about natural processes?		
<b>Page 11: Comment [JH3]</b>	<b>Joshua Hart</b>	<b>8/12/2013 10:44:00 AM</b>
Wouldn't we anticipate a trend towards reduced disturbance due to the TMP, wilderness, and IRAs?		
<b>Page 18: Comment [JH4]</b>	<b>Joshua Hart</b>	<b>8/12/2013 10:46:00 AM</b>
I suggest a brief discussion about local firefighting activities.		
<b>Page 22: Comment [JH5]</b>	<b>Joshua Hart</b>	<b>8/12/2013 10:48:00 AM</b>
Demand for conservation water should be noted (e.g., Owens Lake).		
<b>Page 27: Comment [JH6]</b>	<b>Joshua Hart</b>	<b>8/12/2013 10:49:00 AM</b>
How about conservation water?		
<b>Page 28: Comment [JH7]</b>	<b>Joshua Hart</b>	<b>8/12/2013 10:50:00 AM</b>
Don't we anticipate continued reductions in roads and trails will reduce any fragmentation?		
Header and footer changes		
Text box changes		
Header and footer text box changes		
Footnote changes		
Endnote changes		



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

25

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** September 3, 2013

**SUBJECT:** Building Blocks for Sustainable Communities: Neighborhood Planning for Healthy Aging, Lone Pine, Inyo County, California: Next Steps Memorandum.

**DEPARTMENTAL RECOMMENDATION:**

Receive a presentation from staff, hold a workshop on the 'Next Steps Memorandum' and provide staff with comments and direction for implementing the action items.

**SUMMARY DISCUSSION:**

The Board of Supervisors applied for Toolkit for Neighborhood Planning for Healthy Aging to help the County focus attention on the needs of its growing senior population and take steps to help address their issues. This decision was based on the County's population demographics that include 16.6% of the population is over 65-years and 32.6% are part of the baby boomer cohort (1946-1964), indicating the County's population will have an even higher percentage of people over the age of 65 in the years soon to come (2010 US Census). Many of the County's seniors are on fixed, low, incomes and have difficulty procuring goods and services, affordable housing, opportunities to socialize, exercise, as well as get medical attention due to the long travel distances between services, and a limited public transportation system. Lone Pine was chosen as the target community for the analysis due to its ability to represent the small town nature of most of Inyo County's communities and its high proportion of senior population.

Staff worked with the EPA team to plan and schedule a two-day workshop for June 12-13, 2013. The workshop included a walking tour of Lone Pine; a public presentation on the issues facing the aging population; a discussion about the specific barriers identified in Lone Pine and how they apply to the rest of Inyo County; and, a prioritization exercise. Pre-workshop strategizing helped to inform and guide the workshop focus. Three issues were identified as primary factors for Inyo County seniors they were: access to desired and needed services; conditions that make walking to services difficult; and, limited transportation and transit options.

The workshop included a walking tour of Lone Pine led by County Supervisor Matt Kingsley. Lone Pine residents (including one in a wheelchair), County Supervisor Linda Arcularius, Planning Commissioners Paul Payne, and Cindy Wahrenbrock, County, Cal Trans, Toiyabe Indian Health Project and Eastern Sierra Transit staff participated in the 2-hour tour. The tour provided the participants an excellent overview of Lone Pine's physical infrastructure and community amenities. The tour, which began at Statham Hall (the senior center), included the post office, fire department, hospital and health clinic, community bank, pharmacy, hardware store, grocery store and the residential neighborhoods located between. After the tour, the technical assistance team gave a presentation on Smart Growth Concepts for design for an aging community and the group discussed the issues observed on the walking tour and potential strategies to address them. The next day of the workshop focused on prioritizing strategies and developing actions items and a timeline.

## Issues and Strategies – Accessibility

### *Goods and services*

The walking tour participants found that retail stores and services can be accessed by foot or short car rides by a majority of Lone Pine residents. Workshop attendees also commented, however, that the local retail stores cater primarily to tourists, so prices are high and typically the inventory of staples is not complete. This means that residents must travel long distances, pay high prices or go without day-to-day necessities. The walking tour also identified issues with the current condition of the streets and lack of sidewalks in Lone Pine that make accessibility by walking to goods and services difficult if not impossible for older residents. There are some alternatives to the grocery store. The Metabolic Studio has supported the establishment of a Farmer's market, community gardens and a CSA (Community Supported Agriculture) program. However, these are still new, quite small, and many seniors are not currently aware of them.

### *Medical services*

Southern Inyo Hospital provides emergency, acute care, laboratory, radiology, skilled nursing, and physical therapy and hospice services. The Southern Inyo Medical Clinic and the Toiyabe Indian Health Project clinic both offer basic medical services. Toiyabe also offers dental services. The Southern Inyo Health Clinic can be accessed by most Lone Pine residents by walking and is accessible by public transit. Conversely, the Toiyabe clinic is not on the current public transit route and is too far to walk to for most residents. Lone Pine does not have specialty doctors that seniors frequently need. Most have to travel great distances for specialty medical services as Bishop, Mammoth Lakes and even Ridgecrest are also limited in the number of medical resources available.

### *Social, exercise and educational services*

Workshop participants were unable to identify places where older adults gather and “hang out” except for Statham Hall, the senior center. The senior center was not perceived by the group to be an especially inviting atmosphere for social/recreational events. Participants also pointed out that there is a significant age range in the “aging population” and a large proportion of Hispanic seniors that are not being served. Participants also indicated that there are very few exercise and no local “Lone Pine” educational opportunities for adults.

Potential strategies to address access issues include:

- Create a one-stop-shop of related services to reduce the number of locations people have to visit. The services include government agencies such as the Eastern Sierra Transit Authority, Area Agency on Aging, Health and Human Services and non-profits such as Inyo Mono Advocates for Community Action (IMACA), Inyo Mono Association for the Handicapped (IMAH), the Salvation Army, Wild Iris, and Southern Inyo Hospital and medical clinic. This would increase the information disseminated, maximize time and space, coordinate services and optimize office space.
- Develop a non-emergency medical volunteer network to provide reliable drivers for those who cannot drive.
- Increase opportunities for older adults to access exercise and other recreational classes and programs possibly through partnerships with Cerro Coso Community College, local clubs and organizations such as the Lions Club, and other area providers.
- County could partner with other organizations (churches, civic groups) to develop an outreach plan to meet the needs of all older adults.

- It is important to have a place to bring the community together not a place where seniors are isolated. Find and develop intergenerational locations and activities.

### **Issues and Strategies – Walkability**

During the walking tour, participants identified barriers to walking that included the width of the residential streets (50-58 feet compared to typical pavement width of 28-36 ft.); a lack of adequate sidewalks, as many sections are short, end abruptly, and are buckled and uneven; the relatively few shade trees; and the speed at which vehicles travel on Main Street/Highway-395. The rough road surfaces, coupled with the absence of sidewalks, make navigation difficult, especially for individuals with assistive devices (wheelchairs, canes and walkers). At the point where residential street paving ends, the remaining right of way (ROW) is usually dirt, which also makes walking a challenge.

Main Street/Highway-395 is a four lane facility with only one traffic light in Lone Pine, located at Main Street and Whitney Portal Road. Main Street is wide and traffic commonly exceeds the 45-mile-per-hour posted speed limit. There is a lot of through traffic that includes tourists and large trucks. Workshop participants indicated that locals travel to the intersection of Main and Whitney Portal to take advantage of the traffic light in their vehicles as well as when walking, because it is too scary and/or takes too much time to cross without it.

Potential strategies to address walkability issues include:

- Review the sidewalk network and address missing links. Investigate whether grants are available for sidewalks.
- Connect all parts of town (especially south) and Tribal Land with a loop path and or a paved path along Hwy-395. There have been planning efforts for bike paths and walking trails but no implementation due to funding. Investigate whether grants are available.
- Create diagonal parking on East-West streets which would reduce speed on those streets making them more attractive to pedestrians.
- Consider removing parking on Main Street and creating bike lanes. The addition of more off-street parking (behind retail establishments) would reduce the number of parking spaces needed on Main Street. Additional space can be used for planters and bike lanes which would slow down traffic.
- Make the hospital more accessible by constructing curb cuts.
- Promote more walking inter-generationally.
- Create designated walking paths to encourage walking and more shade trees would encourage people to walk during the day.

### **Issues and Strategies – Transportation and transit**

#### *Transportation Auto*

Due to the distances required to procure many of the necessary goods and services, including medical services, the people living in Lone Pine frequently drive private automobiles. These drives are 60-miles to Bishop, 80-miles to Ridgecrest and hundreds of miles to large retailers and certain specialty medical services. Most destinations within Lone Pine can be reached by using local roads, but for access to services located in cities outside of Lone Pine, Highway-395 must be used and it is a high-speed, multi-lane facility.

### *Bicycling and multiuse trails*

There are no designated bicycle lanes in Lone Pine and workshop participants discussed the need for them, especially along Main Street. Residents in the outlying areas of Lone Pine find it dangerous to bike or walk into town because they have to use the shoulder of Highway-395 as a path. There are currently plans that include various bike lanes and paths in and around Lone Pine as well as the rest of the County. The proposed Lone Pine Heritage Trail would connect Lone Pine with the Alabama Hills, Pangborn Lane, Foothill Trailer Park and the Lone Pine Paiute Reservation.

### *Public Transportation*

The Eastern Sierra Transit Authority (ESTA) provides local daily transit service, long distance services on certain days of the week, and a Dial-A-Ride service that is a relatively inexpensive door-to-door transportation service for residents. These services are a definite benefit to the community, but could be better supported by infrastructure improvements as there is no transit loading zone at the grocery store or at other retailers and services located on Main Street/Highway-395, requiring bus riders to enter from and exit onto the busy street. The limited days and times of the transit provider, along with the travel distances required, make bringing fresh foods back and scheduling medical appointments within the transit provider's schedule - difficult.

Potential strategies to address transportation and transit issues include:

- Consider adding Dial-A-Ride weekend service, possibly shifting service days to Tuesday-Saturday.
- Investigate the possibility of developing a volunteer transportation network (meals on wheels or a church program)
- Provide regularly scheduled travel training. ESTA now provides it once a year. The group suggested that it be more frequent and provided during the senior lunch.

The potential strategies were put into a spreadsheet as a set of action items. Each action item was given a timeline and a person or group was identified to work on it.

### **ALTERNATIVES:**

Do not provide staff with comments and direction for implementing the action items.

### **OTHER AGENCY INVOLVEMENT:**

County staff will continue to work with Eastern Sierra Transit Authority, Cal Trans, Toiyabe Indian Health Project, Advisory Council for Eastern Sierra Area Agency on Aging, Southern Inyo Healthcare District, Inyo Mono Association for the Handicapped and members of the community to implement the action items.

### **FINANCING:**

County staff time will be required to research grants and help organize the workshop group in implementing the action items, as well as, develop General Plan policy. Staff time can be absorbed with current resources.

**APPROVALS**

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

***DEPARTMENT HEAD SIGNATURE:***

*(Not to be signed until all approvals are received)*



Date: 8/16/13

Attachment: Building Blocks for Sustainable Communities: Neighborhood Planning for Healthy Aging, Lone Pine, Inyo County, California: Next Steps Memorandum.



Neighborhood Planning for  
Healthy Aging  
Lone Pine, Inyo County,  
California

Next Steps Memorandum  
August 2013



**Smart Growth**

BUILDING BLOCKS FOR  
SUSTAINABLE COMMUNITIES

# **Sustainable Communities Building Blocks**

## **Neighborhood Planning for Healthy Aging**

### **Next Steps**

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#### **1. INTRODUCTION**

The U.S. Environmental Protection Agency (EPA) selected Inyo County, California for technical assistance through the Building Blocks for Sustainable Communities program using the Neighborhood Planning for Healthy Aging tool. As a community's population ages, it must plan for the changing needs and abilities of older citizens. This tool helps communities to develop supportive neighborhood design that can create places where residents can age well and where the aging population can maintain independence, mobility, and community involvement.

The Inyo County Board of Supervisors applied for the Building Blocks for Sustainable Communities program Neighborhood Planning for Healthy Aging technical assistance. The county hopes to use the tool to help generate goals and policies that can be incorporated into their General Plan that is currently being updated. Their intention is to enhance the livability of the current senior population and to prepare for the anticipated influx of baby boomers. Analysis generated from this tool may also be used to apply for available federal, state and local grants for senior programs on a range of topics including affordable housing, meals, exercise, social opportunities, medical and mobility management, as well as rural economic development tools to help bring services into the county's small communities.

Inyo is a rural county covering 10,140 square miles with a population of 18,536 (2010 US Census). Less than 2% of the land area is privately owned, most is under state, federal, and city of Los Angeles title. 16.6% of the county's population is over 65-years and 32.6% are part of the baby boomer cohort (1946-1964). Many of the county's seniors are on fixed, low incomes and have difficulty procuring goods and services, affordable housing, and opportunities to socialize or exercise. Additionally, many seniors in Inyo County must travel long distances to receive medical attention with limited public transportation.

The Building Blocks workshop focused on the town of Lone Pine. County officials specifically wanted to address the issues of smaller, unincorporated towns rather than the county's larger incorporated city. Lone Pine, with a permanent population of about 1,800, is a gateway to several recreational areas, including Mt. Whitney (the highest peak in the contiguous United States), Death Valley (the lowest point in the contiguous United States), and Mammoth Ski Resort. Given the tourist economy of that region, many goods and services in Lone Pine are not adequate, affordable or accessible to the low-income senior population. Nearly 15% of the population in and around Lone Pine is 65 or older and 20% of the population is between 50 and 65. There is a significant age range in the "aging population" and a large proportion of Hispanic seniors that are not being served. However, housing is relatively affordable in Lone Pine, so despite these other high costs, the area attracts many older workers and retirees.

The technical assistance involved a tour of Lone Pine and a day and a half-long workshop that featured a public presentation and a prioritization exercise. This memorandum describes the workshop activities held on June 12-13, 2013, highlights the outcomes of the workshop and next steps that the community may wish to pursue as a result of this technical assistance. With the assistance of Inyo County staff, Susan Robinson and Jocelyn Worley with ICMA led the workshop,

## **Sustainable Communities Building Blocks**

Neighborhood Planning for Healthy Aging

Next Steps

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Specific goals of the workshop included:

- Identification of the most critical issues related to accessibility, walkability and transportation in Lone Pine
- Discussion and exploration of issues and concerns associated with healthy aging
- Brainstorming potential strategies and actions to improve healthy aging options in the community
- Prioritization of suggested actions and next steps

### **2. WORKSHOP EVENTS**

The workshop consisted of a walking tour, a presentation by the technical assistance team, a guided discussion of issues and potential strategies, and a prioritization exercise that resulted in an action plan. Day 1 began with introductions and a tour of Lone Pine led by District 5 County Supervisor Matt Kingsley. Lone Pine residents (including one in a wheelchair), District 1 County Supervisor Linda Arcularius, Planning Commissioners Paul Payne and Cindy Wahrenbrock, County, State, and Tribal staff, and Eastern Sierra transit representatives participated in the 2-hour tour. The tour provided participants and the technical assistance team with an excellent overview of Lone Pine's physical infrastructure and community amenities. The route, which began at Statham Hall, the senior center, included the post office, fire department, hospital and clinic, community banks, pharmacy, hardware shop, grocery store, and residential neighborhoods. The size of the town makes most services and retail stores reachable by foot, however, there are a number of impediments that discourage walking especially for older adults and those with disabilities.

Barriers to walking on town streets observed on the tour include: the exceptional width of residential streets (50-58 feet compared to state and national engineering standards for lightly travelled streets with pavement widths of 28-36 ft.); street surfaces are often irregular and bumpy; few adequate sidewalks, many sections are short, end abruptly, and are buckled and uneven; a lack of street shade trees; and the speed at which vehicles travel on Main Street (Hwy 395) due to the wide lane width (80 feet of right of way and 56 feet from gutter to gutter). The rough road surfaces, coupled with the absence of sidewalks, make navigation difficult for individuals with assistive devices, such as wheelchairs, canes, and walkers. On residential streets, paving ends and the remaining right of way (ROW) is usually dirt, which makes walking a challenge and causes significant dust pollution. The Eastern Sierra Transit Authority (ESTA) provides Dial-A-Ride service, a relatively inexpensive door-to-door transportation service for residents. However, there is no loading zone at the grocery store or the pharmacy, and riders must therefore load and unload onto an active street. Workshop attendees also pointed out that retail stores cater to tourists so locals see the prices as being high and feel the inventory of staples is not complete. As a result, residents must travel long distances to purchase those items that are not provided by local retailers.

The tour was followed by a presentation by the technical assistance team on smart growth concepts and elements of built environment design for healthy aging. A guided discussion of issues and potential strategies concluded the day's activities. The group developed a list of potential strategies to address each of the issue areas raised. On Day 2, a smaller group met at the County Building in Independence, the county seat. The group prioritized the strategies developed on Day 1 and developed an action plan (below) to improve accessibility, walkability, and transportation options, along with a corresponding time line. Using a "dot"

## **Sustainable Communities Building Blocks**

### Neighborhood Planning for Healthy Aging

#### Next Steps

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exercise, they determined which of the potential strategies could be implemented in the near term. About 20 community members and staff participated on Day 1 and approximately 10 attended on Day 2. (See list of attendees on p. 8).

### **3. KEY ISSUES, STRATEGIES and RESOURCES**

To understand where older adults live in Inyo County and to see how accessible those areas are, a broad-brush approach was used to map the distribution of two census block groups of older adults—ages 50-60 and 65 plus. This data was then combined with neighborhood walkability indicators from EPA's Smart Location Database. The county chose to focus on Lone Pine in response to discussions with the technical assistance team and their own assessment of the needs and characteristics of the unincorporated towns in the county

Prior to the workshop, Inyo County planning staff and the technical assistance team also assessed less quantifiable factors that typically contribute to a community's ability to age well, such as economic security, independence and mobility, wellness, and, connections and involvement within the community. These conversations helped inform the overall community assessment. The technical assistance team found some areas for improvement:

- Access to desired and needed retail/services and educational/cultural destinations
- Conditions that make walking difficult
- Transportation/transit service availability and accessibility

These issues were confirmed by the neighborhood tour and workshop participant feedback, making accessibility, walkability, and transportation the key topics explored during the two day session. The three issues and potential strategies to address those issues are described in more detail below.

#### **Accessibility**

##### **Issues**

While there are local retail stores that can be reached by foot and car, residents feel the grocery store, drug store, and the few retail stores (hardware store and 3 outdoor/sporting goods) carry some every day necessities but generally not the goods that residents, especially older residents, need on a regular basis. The stores tend to cater to the tourist population and the goods are often not affordable for the local community. There are few recreation programs or cultural opportunities in or near Lone Pine.

Southern Inyo County Hospital provides limited services for residents; emergency and acute care, diagnostics, skilled nursing, physical therapy and hospice. Basic primary health care is available in Lone Pine, but there are no specialty care providers, which seniors frequently need. The hospital is hard to access by wheelchair users and walkers because of the condition of the sidewalks, and there is only one handicapped parking spot. The hospital provides no transportation for routine trips. There is one dental office in southern Inyo County that sees a large portion of older adults but it is not accessible by public transit.

## Sustainable Communities Building Blocks

### Neighborhood Planning for Healthy Aging

#### Next Steps

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Public transit is available on certain days, allowing residents to travel greater distances to obtain goods and services; however, these trips take several hours. Residents can also drive to the communities of Bishop or Ridgecrest to procure necessities, a wider range of retail choices, and medical services but that drive takes ninety minutes. There are a few local alternatives to the grocery store. Metabolic Studio, a Los Angeles based non-profit, has supported the establishment of a farmer's market, community gardens and a Community Supported Agriculture program. However, these are still new and quite small.

Workshop attendees indicated that there are no places where older adults gather and socialize except for Statham Hall, the senior center. The senior center is not perceived to be an inviting atmosphere for social/recreational events by those present. During the Day 1 discussions, community members and county officials described the aging demographic of Lone Pine and considered the issues related to the significant age range in Lone Pine's over 65 population and the large proportion of Hispanic seniors that attendees believe are not being reached. They also discussed the need to provide services and physical improvements that appeal to all ages.

### Potential Strategies

Workshop attendees generated a number of potential strategies to address issues of adequate, appropriate, and accessible services in Lone Pine through collaboration among the county and community groups. These strategies were later prioritized. The ranking and lead agency for each recommendation is provided in the Action Plan below on page 8)

- Study the creation of a "one-stop-shop" of related services to reduce the number of locations people have to visit to access services. The services include government agencies such as the Eastern Sierra Transit Authority (ESTA), Area Agency on Aging, Health and Human Services and non-profits such as Inyo Mono Advocates for Community Action (IMACA), Inyo Mono Association for the Handicapped (IMAH), the Salvation Army, Wild Iris, and Southern Inyo Hospital and medical clinic. This would increase the information disseminated, maximize time and space, coordinate services and, optimize office space.
- Explore the development of a non-emergency medical volunteer network to provide reliable drivers for those who cannot drive.
- Increase opportunities for older adults to access exercise and other recreational classes and programs possibly through partnerships with Cerro Coso Community College, local clubs and organizations such as the Lions Club, and other area providers.
- Consider partnering with other organizations (churches, civic groups) to develop an outreach plan to meet the needs of all older adults especially those currently not being reached.
- Find and develop intergenerational locations and activities to ensure seniors do not feel isolated.



Small local retailers are within walking distance to most Inyo residents but do not provide all the variety they want.

## Sustainable Communities Building Blocks

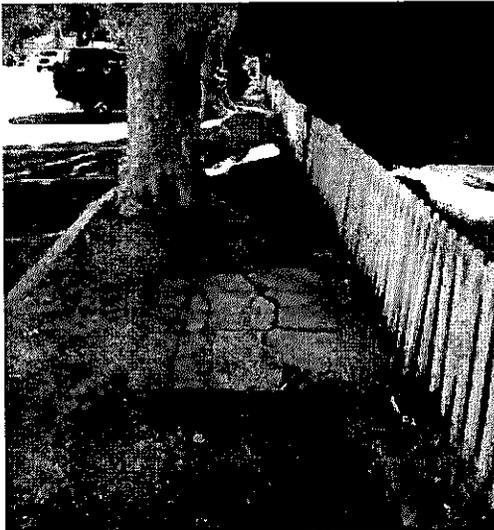
### Neighborhood Planning for Healthy Aging Next Steps

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#### Walkability

##### Issues

##### *Residential Streets*



Residential Street with buckled sidewalk makes walking and wheeling difficult for older adults, forcing them to use the street as a pedestrian path



Dirt paths do not provide a safe walking environment from Main Street to residents' homes

Although Lone Pine has a grid street network, there is no network of sidewalks. The few existing sidewalks are incomplete--frequently located in front of a home, public building or church and connecting only to a dirt path. In locations where sidewalks are present, they are commonly cracked or buckled. Curbs are often irregular in height, creating hazards that are challenging for all pedestrians, but particularly those with disabilities.

People in wheelchairs, or those who need canes or walkers, have no choice but to walk or wheel in the street due to poor sidewalk conditions. Others also walk in the streets to avoid the trip hazards and loose dirt. Street surfaces are rough, however, and due to County budget constraints, are rarely resurfaced. Because Lone Pine is unincorporated, the County maintains the streets and workshop attendees indicated that residential streets have a low priority.

Streets in Lone Pine are very wide, and cars park both parallel and diagonally to the buildings. This forces pedestrians to move, around the cars, or walk toward the middle of the street. The wide streets present both challenges and opportunities. The width makes the streets harder for older adults and children to cross safely. They are also isolating since they limit access to neighbors located across the street. However, their width also leaves room for a painted or above grade curb to designate a walking/biking lane.

While there are some street trees, there is not a full canopy along the roads. Pedestrians (including those on the tour) move to alternating sides of the street to seek shade from the high desert sun, especially in the summer. Although workshop attendees understand the benefits of street trees, their experience of living in the desert where water is scarce, leaves them with mixed opinions regarding whether the water use and expense of additional trees is worth the sun and pollution protection that they can provide. Most recreational walking is

## Sustainable Communities Building Blocks

### Neighborhood Planning for Healthy Aging Next Steps

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done in the early morning or the evening. There are few streetlights in town, which adds to the possibility of tripping and falling when walking at night. Walking for a purpose (e.g. to run errands etc.) was reported to be an infrequent practice.

#### *Main Street*

Main Street (Hwy 395) was reconstructed by the California State Department of Transportation (Cal Trans) 10 years ago and workshop participants consider it to be much more walkable than before the changes were made.

The traffic is often heavy with trucks and tourists. The Cal Trans District 9 representative indicated that in the winter, a large number of vehicles (an average of 5033 per day) access the Mammoth Ski Resort. Summer traffic (June, July, August) is even heavier, with average daily counts of 7358 generated by tourists visiting the Mt.

Whitney portal, Death Valley, the Sierra and other sites. Traffic peaks on Sundays in July and August with average daily counts of 9738 cars. Although the posted speed is 45 miles per hour, drivers often substantially exceed this.



Four lanes of high speed traffic on Main Street make it difficult to cross safely.

Main Street has four wide lanes. There is a traffic light at only one intersection (Whitney Portal Road and Main Street) and residents indicate that they use this intersection to cross, both in their vehicles and as pedestrians because few other intersections are marked with crosswalks. There have been few serious accidents on Main Street, but intersections are intimidating due to the width and absence of curb cuts onto some of the existing crosswalks

#### *Bicycle Lanes and Trails*

There are no designated bicycle lanes, although Lone Pine streets are typically wide enough to accommodate dedicated bike lanes. Workshop participants discussed the need for bike lanes on Main Street. Residents in outlying neighborhoods find it difficult and dangerous to walk or bike into the commercial area of town since the only option is to walk on the Hwy 395 shoulder/right-of-way, workshop participants suggested the implementation of a long planned bike trail along Hwy 395 south of town and a circuit trail or path around town.

Transportation planners presented information about The Lone Pine Heritage Trail which is included in both *The Inyo County 2008 Collaborative Bikeways Plan*, the official Bicycle Transportation Plan of the County of Inyo, City of Bishop, and Bishop Paiute Tribe, and the *Eastern Sierra Corridor Enhancement Program, US 395 & SR 14 Corridors in Kern, Inyo, and Mono Counties, 2010*, prepared for Kern Council of Governments, Inyo County Local Transportation Commission, Mono County Local Transportation Commission, and California Department of Transportation. Another bicycle trail, the Lower Owens River Project trail is included in the Eastern Sierra Corridor Enhancement Program. It would provide natural vistas and could provide

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access from the Lone Pine to Owens Lake and bird watching opportunities without requiring a car. The path also could connect Lone Pine, Independence, and Bishop (p.50).

The Lone Pine Economic Development Corporation (LPEDC) is planning a Southern Inyo Heritage Trail and Park System (or Lone Pine "Heritage Trail") to improve conditions for walking and bicycling in and around Lone Pine. The Trail is intended to accommodate local walkers and bicyclists and to provide visitors with alternative, non-motorized routes to the central business district, Lone Pine's Film History Museum and Interagency Visitor Center and other points of interest. The primary objective is to improve pedestrian and bicycle access along Main Street. An outer (or long distance) loop trail is proposed around the outskirts of town (Phase 2), while an inner loop would serve the more immediate needs of Lone Pine (Phase 3). The Heritage Trail would provide connectivity for pedestrians and cyclists between Lone Pine and the nearby communities of Alabama Hills, Pangborn Lane, Foothill Trailer Park, the Lone Pine Reservation (*The Inyo County 2008 Collaborative Bikeways Plan p.7*)

### **Potential Strategies**

Workshop attendees generated a number of potential strategies to address issues of adequate appropriate and accessible services in Lone Pine through collaboration among the county and community groups. These strategies were later prioritized. The ranking and lead agency for each recommendation is provided in the Action Plan below on page 11.)

- Review the sidewalk network and address missing links near and leading to public facilities – health clinic, post office, and library. Investigate whether grants are available for sidewalk construction and maintenance.
- Review the plan to connect all parts of town (especially south) and Tribal Land with a loop path and/or a paved path along Hwy 395. Create diagonal parking on East-West streets, which would reduce speed on those streets making them more attractive to pedestrians.
- Consider developing a lower cost alternative to a separate class-one bike path by using paint, inexpensive barriers, and on-street parking to create a network of two-way cycle tracks through town. Candidate streets for cycle tracks include Lake View Street, Lone Pine Avenue, Locust Street, and Inyo Street.
- Look at opportunities to create on road sidewalks by painting-parking lanes on side streets five feet from the edge of the road with a painted "sidewalk"—green or burnt red—between the parking lane and street edge.
- Consider working with local forest service office and forestry students at Bakersfield College or other forestry school to implement an analysis of street trees in county communities and assess the value of better tree coverage in the county.
- Make the hospital more accessible by constructing curb cuts.
- Explore restriping Main Street into a three lane street—one lane in each direction, left turning lanes, with bike lanes and on-street parking. This configuration can handle averaged daily traffic loads of over 10,000 vehicles while providing a Level of Service C.

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### **Transportation**

#### **Issues**

Workshop participants discussed a number of transportation issues facing older Lone Pine residents. As previously noted, while basic services and staples are available in Lone Pine they may not be easily accessed by pedestrians. Older residents must either drive or use Eastern Sierra Transit Authority (ESTA) Dial-A-Ride services. To purchase other necessities and to access medical providers Lone Pine residents generally drive to Bishop, 60 miles away, or Ridgecrest about 80 miles from Lone Pine. Older adults can generally avoid driving on major multilane roads to get to key destinations within Lone Pine, but to access the cities with additional services and amenities, they must drive on Hwy 395, which is a high speed four-lane highway. ESTA also provides three round trips per day to Bishop on weekdays and a fixed route 400-mile loop that provides transport to other communities along the Eastern Sierra three days a week. Round trips on the fixed routes require a several hour commitment.

Participants were generally satisfied with ESTA services. The Dial-a-Ride service operates M-F from 7:00am - 3:30pm. It provides on-demand transportation for the general public at a price that is viewed as reasonable (\$2.40-\$3.00 per ride). All transit vehicles are equipped with wheelchair lifts and bike racks. There are limited non-emergency medical transportation vehicles. Currently there is just one bus stop in town located in front of the senior center. ESTA plans to move that stop to Main Street, in front of the McDonalds where there is access to restrooms.

There was consensus that older adults are not always aware of the services provided by ESTA and the county. Safe driving was brought up as a concern. Although ESTA provides transit training once a year and the California Highway Patrol provides driving classes for seniors, the group felt that additional training opportunities should be provided with more frequency.

There was significant consensus that a volunteer transportation network could respond to many of the transportation gaps confronting older adults in Lone Pine and other towns in Inyo especially the time commitment necessary to get to and from larger cities using transit. However, participants also brought up the difficulty of creating a standalone volunteer program. Specifically the screening of volunteers that is necessary when providing services to vulnerable populations,

While there is significant connectivity of streets in town, it can be difficult to cross Main Street (Hwy 395) except at the one traffic signal in town. Inyo County does not have a complete streets ordinance, but Cal Trans does have a complete streets regulation. Implementing the regulation on Hwy 395 is considered to be unlikely do to cost and other projects. Additionally, Cal Trans views efficiently moving trucks, skiers and tourists through town as a priority.

#### **Potential Strategies**

- Consider adding Dial-a-Ride weekend service, possibly shifting service days to Tuesday-Saturday. However, the ESTA representative and others thought that giving up a weekday may not be worth the gain of having a Saturday service.
- Investigate the possibility of developing a volunteer transportation network to help with services such as providing meals. Finding suitable volunteers is, however, challenging and expensive. It is unclear if a

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local organization would be willing to take this on. Workshop participants suggested working with Health and Human Services because they recently hired a volunteer coordinator.

- Provide regularly scheduled travel training. ESTA now provides it once a year. Workshop participants suggested that it be more frequent and provided during the senior lunch.

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#### **4. ACTIONS/ TIMEFRAMES/ RESPONSIBILITIES**

The key to an effective workshop and EPA's Building Blocks program is to cultivate champions who will carry the knowledge gained from the technical assistance forward to address the community's needs on a comprehensive and consistent basis. To that end, Day 2 of the workshop encouraged key community representatives to prioritize the potential strategies and define the next step action items listed in the table below. These actions reflect ideas generated from the workshop process. The pursuit of these actions is fully at the discretion of the local participants and the communities they represent and serve.

Before implementing these action items workshop participants decided to take the following steps:

1. Present the action plan items to the community via public meeting or flyer to gauge community interest and ask community members if they want to participate in these efforts. Once the memo is distributed, a comment period will be provided.
2. Present an action plan to commissions, local clubs, organizations, tribes, and other interesting parties.
3. After 60 days (giving time for community feedback), leads will start to implement their assigned actions

#### **Action Plan**

The participants in the community engagement workshop on Neighborhood Planning for Healthy Aging identified and prioritized a number of strategies for action in the focus area. Below is a summary of the initial actions to implement the strategies identified as responses to the community's highest priorities. In the table below, workshop participants recommended initial steps, assigned responsibilities, and proposed timeframes for completion of actions. County staff, working with neighborhood representatives, will continue to modify these actions and the timeline based on their expertise and experience.

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ACTION	PURPOSE	LEAD ENTITIES	TIMING
<b><i>Address Accessibility Issues</i></b>			
<p><i>Create Community Facility</i></p> <p>Identify vacant building (old theater, library, or conference room with patio) or other sites.</p> <p>Investigate potential sites, identify owners and find funding for the development of a community center to include a café, room for exercise, and educational classes, movies, and other activities for seniors and the entire community.</p>	<p>There is an expressed need for more recreational and cultural activities for seniors and other community members. The current senior center, Statham Hall, is not appropriate for many of these activities including a coffee shop and exercise classes. The group recommends intergenerational activities in a facility that is more welcoming than Statham Hall.</p>	<p>Del Hubbs, Resident (Investigation lead)</p> <p>Cathreen Richards, County Associate Planner (Property ownership lead)</p> <p>Beth Himelhoch, Executive Director IMAH (funding/grants lead)</p>	<p>90 days</p>
<p><i>Establish a one-stop-shop for senior services</i></p> <p>Find facility, estimate cost per non-profit, and consider feasibility.</p> <p>Send out feelers to organizations and residents interested in this concept.</p>	<p>It would be helpful to have an office or location where older residents can find information and assistance. There are several providers (non-profit and government) who could share space and overhead.</p> <p>There is potential to combine one-stop-shop with community facility to further reduce down on overhead costs</p>	<p>Beth Himelhoch Executive Director IMAH</p>	<p>1 year</p>

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ACTION	PURPOSE	LEAD ENTITIES	TIMING
<p><i>Implement an Hispanic Outreach Effort</i></p> <p>Identify individuals to develop an outreach plan.</p> <p>Identify key individuals in Hispanic community to share information.</p> <p>Contact Catholic church, Fruitopia, HHS (Spanish speaking senior programs), Sunday radio show (KSRW), free newspaper (EL Sol)</p> <p>After outreach – provide Spanish information, services, home deliveries, ESL classes in Lone Pine (Cerro Coso Community College)</p>	<p>A large portion of the aging population is Hispanic, a group that is not being reached or served. The county leadership wants to assure that they are addressing the needs of all seniors.</p>	<p>Marilyn Mann, Program Director, ES Agency on Aging /HHS (Identification Lead)</p> <p>Outreach Plan</p>	<p>30 days</p> <p>1 year</p>
<p><i>Develop Healthy Foods Alternatives</i></p> <p>Connect with individuals currently involved in providing healthy food options in Lone Pine, particularly Metabolic Studio, and identify leads.</p> <p>Work with Metabolic Studios to increase initiatives including community gardens and high school future farmers program</p> <p>Develop action plan</p>	<p>There is one grocery store in Lone Pine. The store caters to tourists and does not provide healthy alternatives for residents at reasonable prices. To purchase many staples and find healthy food options, residents must travel over an hour by car. Community gardens and Farmers Markets are feasible alternatives.</p>	<p>Potential Lead:</p> <p>Cathreen Richards, County Associate Planner,</p> <p>Jeff Griffiths, Brenda Lacey, Jane with Metabolic Studios</p>	<p>90 days</p>

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ACTION	PURPOSE	LEAD ENTITIES	TIMING
<b>Address Walkability Issues</b>			
<p><i>Connect neighborhoods south of Lone Pine and the Lone Pine Paiute-Shoshone Reservation to town along Hwy 395</i></p> <p>Work with Caltrans to develop a paved path/bike trail</p> <p>Incorporate public transportation options</p> <p>Involve Lone Pine Paiute-Shoshone tribe and Lone Pine residents</p> <p>Determine Feasibility and Funding</p>	<p>While the residents close to the center of town have good access to stores and existing services, those in outlying neighborhoods and the Lone Pine Paiute-Shoshone Reservation must drive into town since there is no safe way to walk along Hwy 395.</p>	<p>Feasibility: Dave Bloom – Caltrans</p> <p>Funding: Dave Bloom- Caltrans</p>	<p>3 months</p> <p>1 year</p>
<p><i>Develop Loop Trail around town – continuing Heritage Trail plan</i></p> <p>A loop around town (the Heritage trail) has been through a planning process but there is no funding to continue with implementation. Current status is unclear and funding must be found.</p>	<p>Because of the difficulty of walking on Lone Pine Streets and a need for access from homes and neighborhoods to town services, a loop walking/biking trail (Heritage Trail) has been proposed.</p>	<p>Matt Kingsley, County Supervisor          Courtney Smith, County Transportation Planner</p>	<p>Investigate Loop status-90 days</p> <p>Develop plan-60 days</p>

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ACTION	PURPOSE	LEAD ENTITIES	TIMING
<b>Address Walkability Issues</b>			
<p><i>Improve walkability on minor arterials and local roads</i></p> <p>Investigate funding options for additional sidewalks and repaving.</p> <p>Develop a plan to make incremental, less costly changes such as:</p> <p>    Consider above grade separation of walking area and traffic lane, paint paths to provide walking space for pedestrians, to make safer for disabled, and, to slow down traffic</p> <p>    Implement diagonal parking on East and West streets, which would narrow those streets, thereby slowing traffic. With above grade separation walking path could be located between cars and property line.</p> <p>    Investigate street lighting to encourage walking at night when it is cooler.</p> <p>    Develop a plan to go into the County's general plan and the capital plan so that these projects are "shovel ready"</p>	<p>Residential streets are not pedestrian-friendly. There are few sidewalks and many of those that exist are incomplete or dangerous (trip hazards). Pedestrians must walk in the street, which are often rough and not regularly maintained, making them not accessible to those in wheel chairs, or using other assistive devices. There are few streetlights and the tree canopy is diminishing.</p>	<p>Cathreen, Richards, Inyo County Associate Planner, Courtney Smith, Inyo County Transportation Planner</p>	<p>Investigate 60-90 days</p> <p>Develop plan 6 months</p>

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ACTION	PURPOSE	LEAD ENTITIES	TIMING
<b><i>Address Transportation/Transit Issues</i></b>			
<p><i>Increase Travel Training</i></p> <p>ESTA and California Highway Patrol should offer training presentations on regularly scheduled basis.</p>	<p>ESTA and California Highway have training programs on transit use and safe driving for seniors. These programs are not offered are infrequent and should be increased.</p>	<p>Jill Batchelder, ESTA,  Christie Martindale, Toiyabe Indian Health Project  Marilyn Mann, Agency on Aging, Inyo County, HHS</p>	<p>30 days</p>

Recognizing the limited staff and financial resources available, the above noted next steps represent the long-term goals for the town of Lone Pine and Inyo County as a whole. This plan can be used to engage public agency partners, citizen volunteers and other stakeholders to foster complementary efforts, and explore the potential for joint project/funding agreements.

**5. RESOURCES**

EPA staff and Urban Design 4 Health, Inc. provided the following lists of resources for each of the issue areas identified by the workshop participants.

**Accessibility Resources**

- The State of Oregon has a handbook for the design and planning of walkable commercial areas—the Commercial and Mixed-use Development Code Handbook.  
<http://www.oregon.gov/LCD/docs/publications/commmixedusecode.pdf>
- A Mather Café Plus senior center offers healthy dining options and a social gathering place for everyone in the community while providing health, wellness, and educational services to the older adult community.  
<http://www.matherlifeways.com/cafe-plus-model>
- The National Association of Area Agencies on Aging. Has created a checklist that for older adult social services called A Blueprint for Action: Developing a Livable Community for All Ages.  
[http://bookstore.icma.org/Active\\_Living\\_for\\_Older\\_Adults\\_P1059C141.cfm?UserID=10433663&jsessionid=4e30e75f460425303542](http://bookstore.icma.org/Active_Living_for_Older_Adults_P1059C141.cfm?UserID=10433663&jsessionid=4e30e75f460425303542)
- Easter Seals and the National Center for Senior Transportation has created a guidebook to help develop a volunteer driver network called The Solutions Package for Volunteer Senior Transportation Programs.

[http://seniortransportation.easterseals.com/site/DocServer/Volunteer\\_Solutions\\_Package\\_Web.pdf?docID=31363](http://seniortransportation.easterseals.com/site/DocServer/Volunteer_Solutions_Package_Web.pdf?docID=31363)

- The California Endowment, has created a tool and provides background documents on how to create places that support active living and healthy eating called: Strategies for Enhancing the Built Environment to Support Healthy Eating and Active Living. [http://www.convergencepartnership.org/atf/cf/%7B245A9B44-6DED-4ABD-A392-AE583809E350%7D/CP\\_Built%20Environment\\_printed.pdf](http://www.convergencepartnership.org/atf/cf/%7B245A9B44-6DED-4ABD-A392-AE583809E350%7D/CP_Built%20Environment_printed.pdf)

### **Walkability Resources**

- AARP has created a tool assessing a neighborhood's walkability. The Advanced Sidewalks and Street Toolkit: <http://www.aarp.org/content/dam/aarp/livable-communities/plan/assessments/advanced-streets-and-sidewalks-toolkit-2011-aarp.pdf>
- Walkable Communities Inc. has created posters on design elements for intersection design at: <http://www.walkable.org/posters.html>
- United States Forest Service and partners created a software suite for analyzing and assessing benefits of street trees called: I-Tree. <http://www.itreetools.org/>
- Guidelines For Developing and Evaluating Tree Ordinances ,The International Society of Arboriculture available at: [http://www.isa-arbor.com/education/resources/educ\\_TreeOrdinanceGuidelines.pdf](http://www.isa-arbor.com/education/resources/educ_TreeOrdinanceGuidelines.pdf)
- AARP offers refinements to street and intersection design treatments recommended by the Federal Highway Administration in its Design Handbook for Older Drivers and Pedestrians with their guide to Planning Complete Streets for an Aging America. <http://www.aarp.org/livable-communities/learn/transportation-mobility/planning-complete-streets-aging-america.html>
- NACTO (National Association of City Transportation Officials) provides guidance on how to retrofit streets to accommodate all modes of transportation. Urban Street Design Guidebook. [http://nacto.org/wp-content/uploads/2012/10/NACTOUrbanStreetDesignGuide\\_Highrez.pdf](http://nacto.org/wp-content/uploads/2012/10/NACTOUrbanStreetDesignGuide_Highrez.pdf)
- AARP has created a very detailed, comprehensive list of items to evaluate walkability for the elderly, and instructions about what is needed to conduct the evaluation with a group of volunteers in their Livable Communities: An Evaluation Guide, [http://assets.aarp.org/rgcenter/il/d18311\\_communities.pdf](http://assets.aarp.org/rgcenter/il/d18311_communities.pdf)
- National Association of Area Agencies on Aging, designed a guide to help older adults assess their transportation options. Choices for Mobility Independence [http://www.n4a.org/pdf/Transportation\\_Options.pdf](http://www.n4a.org/pdf/Transportation_Options.pdf)
- Walkability Audit can be conducted by using either
  - EPA/Walkable Livable Communities Walkability Workbook: <http://www.walklive.org/project/walkability-workbook/>
  - Smart Growth America, <http://www.smartgrowthamerica.org/technical-assistance/free-annual-workshops>
  - Project for Public Spaces, <http://livabilitysolutions.org/>
- The Project for Public Spaces offers resources on right sizing streets: <http://www.pps.org/reference/rightsizing/>
- County of Inyo, City of Bishop, and Bishop Paiute Tribe have developed a bicycle transportation plan of the, the Heritage Trail. The Inyo County 2008 Collaborative Bikeways Plan, at <http://www.inyolc.org/pdfs/bmp/iccbpnofig.pdf> pp.11,39,40. A map of proposed bicycle facilities in the Lone Pine area can be viewed at <http://www.inyolc.org/pdfs/bmp/app3a.pdf> and also at <http://www.inyolc.org/pdfs/bmp/lpfig.pdf>.

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- Kern Council of Governments, Inyo County Local Transportation Commission, Mono County Local Transportation Commission and California Department of Transportation have created the Eastern Sierra Corridor Enhancement Program, US 395 & SR 14 Corridors in Kern, Inyo, and Mono Counties, 2010. (pp.49,50).

#### **Transportation Resources**

- The Project for Public Spaces and American Public Transportation Association provide guides for bus stop location and design at: <http://www.pps.org/reference/busshelters/> and <http://www.apta.com/resources/standards/Documents/APTA-SS-SIS-RP-008-10.pdf>
- The Community Transportation Association provides information about volunteer driver transportation programs including three basic guides to starting and maintaining a volunteer driver program
  - Easter Seal's Solutions Package for Volunteer Transportation Programs contains helpful information about starting a volunteer transportation program. It is a thorough package of information with numerous model forms. The discussion of risk management, pp. 21-30, is excellent.  
[http://seniortransportation.easterseals.com/site/DocServer/ADS\\_Sol\\_Pkg\\_Web.pdf?docID=31403](http://seniortransportation.easterseals.com/site/DocServer/ADS_Sol_Pkg_Web.pdf?docID=31403) (PDF)  
Chapter 5, "Risk, Liability, Risk Management, and Insurance," of The National Center for Transit Research and the Florida Department of Transportation report on Programs That Match Seniors With Volunteer Drivers, Practical Recommendations for Organizations and Policy Makers: is a sensible and thorough discussion of risk issues.  
<http://www.worldtransitresearch.info/research/2619/>.
  - Washington State Agency Council on Coordinated Transportation (ACCT). has a comprehensive Volunteer Drivers: A Guide to Best Practices: that provides the framework for developing and maintaining volunteer driver programs. Excellent on liability and insurance issues. Contains extensive program forms. <http://www.wsdot.wa.gov/transit/training/vdg/default.htm>

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**6. ADDITIONAL INFORMATION**

• **Workshop Attendees**

<b>Name</b>	<b>Affiliation</b>	<b>Title</b>	<b>Email</b>
<b>Wednesday, 6/12/13</b>			
<b>Susan Robinson</b>	EPA/International City/County Management Association	Senior Consultant	<a href="mailto:susangrobinson@gmail.com">susangrobinson@gmail.com</a>
<b>Jocelyn Worley</b>	EPA/International City/County Management Association	Assistant Program Manager	<a href="mailto:jworley@icma.org">jworley@icma.org</a>
<b>Courtney Smith</b>	Inyo County - Public Works	Transportation Planner	<a href="mailto:csmith@inyocounty.us">csmith@inyocounty.us</a>
<b>David Bloom</b>	Cal Trans - District 9	Acting Local Dev. Intergov Review	<a href="mailto:dave_bloom@cvt.ca.gov">dave_bloom@cvt.ca.gov</a>
<b>Jill Batchelder</b>	Eastern Sierra Transit Authority	Transit Analyst	<a href="mailto:jbatchelder@estransit.com">jbatchelder@estransit.com</a>
<b>Paul E Payne</b>	Inyo County Planning Commission	Commissioner	
<b>Del Hubbs</b>	Citizen - Lone Pine		<a href="mailto:delhubbs@lonepinetv.com">delhubbs@lonepinetv.com</a>
<b>Cindy Wahrenbrock</b>	Inyo County Planning Commission	Commissioner	<a href="mailto:the3littles@cebeidge.net">the3littles@cebeidge.net</a>
<b>Christie Martindale</b>	Toiyabe Indian Health Project	Associate Director	<a href="mailto:christie.martindale2to.yabe.us">christie.martindale2to.yabe.us</a>
<b>Justin Ortega</b>	Lone Pine Chamber of Commerce		<a href="mailto:jaysan1218@gmail.com">jaysan1218@gmail.com</a>
<b>Linda Arcularius</b>	Inyo County Board of Supervisors	Supervisor	<a href="mailto:hlarcularius@gmail.com">hlarcularius@gmail.com</a>
<b>Marilyn Mann</b>	Inyo County Health and Human Services	Social Services Director	<a href="mailto:mmann@inyocounty.us.gov">mmann@inyocounty.us.gov</a>
<b>Beth Himelhoch</b>	Inyo Mono Association for the Handicapped	Executive Director	<a href="mailto:execdir@imahstars.org">execdir@imahstars.org</a>
<b>Matt Kingsley</b>	Inyo County Board of Supervisors; Area Agency on Aging	Supervisor	<a href="mailto:mattk@lonepinetv.com">mattk@lonepinetv.com</a>
<b>Josh Hart</b>	Inyo County-Planning Department	Director	<a href="mailto:jhart@inyocounty.us">jhart@inyocounty.us</a>
<b>Relles Amick</b>	Citizen - Lone Pine		
<b>Cathreen Richards</b>	Inyo County –Planning Department	Associate Planner	<a href="mailto:crichards@inyocounty.us">crichards@inyocounty.us</a>
<b>Thursday, 6/13/13</b>			
<b>Susan Robinson</b>	EPA/International City/County Management Association	Senior Consultant	<a href="mailto:susangrobinson@gmail.com">susangrobinson@gmail.com</a>
<b>Jocelyn Worley</b>	EPA/International City/County Management Association	Assistant Program Manager	<a href="mailto:jworley@icma.org">jworley@icma.org</a>
<b>Cathreen Richards</b>	Inyo County –Planning Department	Associate Planner	<a href="mailto:crichards@inyocounty.us">crichards@inyocounty.us</a>

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<b>David Bloom</b>	Cal Trans - District 9	Acting Local Development-Intergov Review	<a href="mailto:dave_bloom@cbt.ca.gov">dave_bloom@cbt.ca.gov</a>
<b>Courtney Smith</b>	Inyo County - Public Works	Transportation Planner	<a href="mailto:csmith@inyocounty.us">csmith@inyocounty.us</a>
<b>Del Hubbs</b>	Citizen - Lone Pine		<a href="mailto:delhubbs@lonepinetv.com">delhubbs@lonepinetv.com</a>
<b>Beth Himelhoch</b>	Inyo Mono Association for the Handicapped	Executive Director	<a href="mailto:execdir@imahstars.org">execdir@imahstars.org</a>
<b>Linda Arcularius</b>	Inyo County Board of Supervisors	Supervisor	<a href="mailto:hlarcularius@gmail.com">hlarcularius@gmail.com</a>
<b>Marilyn Mann</b>	Inyo County Health and Human Services	Social Services Director	<a href="mailto:mmann@inyocounty.us.gov">mmann@inyocounty.us.gov</a>
<b>Christie Martindale</b>	Toiyabe Indian Health Project	Associate Director	<a href="mailto:christie.martindale2to.yabe.us">christie.martindale2to.yabe.us</a>
<b>Jill Batchelder</b>	Eastern Sierra Transit	Transit Analyst	<a href="mailto:jbatchelder@estransit.com">jbatchelder@estransit.com</a>
<b>Matt Kingsley</b>	Inyo County Board of Supervisors	Supervisor	<a href="mailto:mattk@lonepinetv.com">mattk@lonepinetv.com</a>



**AGENDA REQUEST FORM**  
 BOARD OF SUPERVISORS  
 COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
 26

- 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:** August 27, 2013

**SUBJECT:** Approval of Minutes

**DEPARTMENTAL RECOMMENDATION:** - Request approval the minutes of the Board of Supervisors meetings as follows: A) Regular Meeting of August 6, 2013; B) Special Meeting of August 6, 2013; C) Special Meeting of August 8, 2013; D) Special Meeting of August 9, 2013; and E) Special Meeting of August 12, 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](http://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 <i>(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.)</i>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

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



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

27

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** August 27, 2013

**SUBJECT:** Senate Bill 1241 and Fire Protection

**DEPARTMENTAL RECOMMENDATION:** Conduct a Workshop regarding Senate Bill 1241 (Kehoe, 2012).

**SUMMARY DISCUSSION:** Senate Bill (SB) 1241 (Kehoe, 2012) includes new findings for subdivisions, requires revisions to the California Environmental Quality Act Initial Study Checklist, and revises General Plan Safety Element requirements, amongst its other provisions (see attached). Of particular interest to the County are the following new findings required for subdivisions within a State Responsibility Area (SRA) or Very High Fire Hazard Severity Zone (VHFHSZ):<sup>1</sup>

- (1) A finding supported by substantial evidence in the record that the design and location of each lot in the subdivision, and the subdivision as a whole, are consistent with any applicable regulations adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and 4291 of the Public Resources Code.
- (2) A finding supported by substantial evidence in the record that structural fire protection and suppression services will be available for the subdivision through any of the following entities: (A) A county, city, special district, political subdivision of the state, or another entity organized solely to provide fire protection services that is monitored and funded by a county or other public entity. (B) The Department of Forestry and Fire Protection by contract entered into pursuant to Section 4133, 4142, or 4144 of the Public Resources Code.
- (3) A finding that to the extent practicable, ingress and egress for the subdivision meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code and any applicable local ordinance.

These findings are difficult to make in instances where the site is located within SRA or VHFHSZ and not within a fire protection district, thereby effectively limiting subdivisions in such areas. Within Inyo County, most private lands within SRA and not within a fire protection district generally are located in the vicinity of Round Valley and Bishop Creek, including Starlite, Aspendell, 40 Acres, Mustang Mesa, and Rovana. Other isolated private lands also would be subject to the findings if subdivision were to be proposed, such in Keeler, Pearsonville (west side

<sup>1</sup> Refer to [http://www.fire.ca.gov/fire\\_prevention/fhsz\\_maps/fhsz\\_maps\\_inyo.php](http://www.fire.ca.gov/fire_prevention/fhsz_maps/fhsz_maps_inyo.php).

of Highway 395), Haiwee, and Dunmavin; however, historically there have been few subdivision proposals in these areas. Limited VHFHSZ is designated for private lands in the County. Therefore, the primary effects of SB 1241's subdivision requirements are expected in Round Valley and Bishop Creek.

Fire protection for private lands in Round Valley and Bishop Creek may be provided by various agencies, including Calfire and the Bishop Rural Fire Protection District if available. Local communities and volunteer fire fighters also can assist with fire suppression. However, neither Calfire nor any local fire protection district technically is responsible for structural fire protection. To provide for such protection and facilitate making SB 1241's subdivision findings, the following options could be considered:

- The Bishop Rural Fire Protection District's sphere of influence extends throughout much of Round Valley and lower portions of Bishop Creek. Private lands in Round Valley and Bishop Creek could be annexed into the District, if the District were amenable and financial issues could be resolved. Out-of-area service agreements could also be utilized for the District to provide service.
- Contract services could be provided by Calfire. Staff understands that these contracts may be cost-prohibitive, and financial and organizational obstacles would need to be overcome. A local entity [such as a local fire protection district, Community Service District (CSD), homeowners' association, or other entity] would most likely be necessary to contract with Calfire for services.
- A new fire protection district (or individual districts for each community) could be created, if the local citizenry is supportive and organizational and financial issues could be addressed. The existing Mesa and Starlite CSDs could also play a role, as could nearby communities in Mono County.

Support for these options is unknown.

**OTHER AGENCY INVOLVEMENT:** Calfire and local fire agencies; Inyo Local Agency Formation Commission (LAFCO) and potentially Mono LAFCO.

**FINANCING:** General fund resources are utilized to monitor and implement State legislation. No direct impact to the County is expected from the cited SB 1241 provisions.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL: <i>MS</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <i>N. David</i> 9/13/13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>

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

(Not to be signed until all approvals are received)



Date: 8/20/13

Attachment: AB 1241

**Senate Bill No. 1241**

**CHAPTER 311**

An act to amend Sections 65302 and 65302.5 of, and to add Sections 65040.20 and 66474.02 to, the Government Code, and to add Section 21083.01 to the Public Resources Code, relating to land use.

[Filed with Secretary of State September 13, 2012.]

**LEGISLATIVE COUNSEL'S DIGEST**

SB 1241, Kehoe. Land use: general plan: safety element: fire hazard impacts.

(1) The Planning and Zoning Law requires the legislative body of a city or county to adopt a comprehensive, long-term general plan that includes various elements, including, among others, a safety element for the protection of the community from unreasonable risks associated with, among other things, wildland and urban fires. The safety element includes requirements for state responsibility areas, as defined, and very high fire hazard severity zones, as defined.

This bill would revise the safety element requirements for state responsibility areas and very high fire hazard severity zones, as specified, and require the safety element, upon the next revision of the housing element on or after January 1, 2014, to be reviewed and updated as necessary to address the risk of fire in state responsibility areas and very high fire hazard severity zones, taking into account specified considerations, including, among others, the most recent version of the Office of Planning and Research's "Fire Hazard Planning" document. The bill would also require the office to, at the next update of its general plan guidelines, include these provisions, or a reference to these provisions and any other materials related to fire hazards or fire safety it deems appropriate. By imposing new duties on a city or county with regard to reviewing and updating its general plan, the bill would impose a state-mandated local program.

(2) The Subdivision Map Act requires the legislative body of a city or county to deny approval of a tentative map, or a parcel map for which a tentative map was not required, unless it makes certain findings.

This bill would require the legislative body of a county to make 3 specified findings before approving a tentative map, or a parcel map for which a tentative map was not required, for an area located in a state responsibility area or a very high fire hazard severity zone, as defined. The bill would provide that this provision does not supersede the requirements of local ordinances and specified regulations that provide equivalent or more stringent minimum requirements.

(3) The California Environmental Quality Act (CEQA) requires a lead agency to prepare and certify the completion of an environmental impact

report on a project, as defined, that it proposes to carry out or approve that may have a significant effect on the environment, or to adopt a negative declaration if it finds that the project will not have that effect. CEQA requires the Office of Planning and Research to prepare and develop guidelines for the implementation of CEQA by public agencies.

This bill would require the office, on or after January 1, 2013, at the time of the next update of the guidelines for implementing CEQA, in cooperation with the Department of Forestry and Fire Protection, to prepare, develop, and transmit to the Secretary of the Natural Resources Agency recommended proposed changes or amendments to the initial study checklist for the inclusion of questions related to fire hazard impacts for projects in state responsibility areas and very high fire hazard severity zones. The bill would also require the Secretary of the Natural Resources Agency to certify and adopt these recommended proposed changes or amendments.

(4) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

*The people of the State of California do enact as follows:*

SECTION 1. Section 65040.20 is added to the Government Code, to read:

65040.20. The Office of Planning and Research, when it adopts its next edition of the general plan guidelines pursuant to Section 65040.2, shall include the provisions of, or a reference to, paragraph (3) of subdivision (g) of Section 65302, and any other materials related to fire hazards or fire safety it deems appropriate.

SEC. 2. Section 65302 of the Government Code is amended to read:

65302. The general plan shall consist of a statement of development policies and shall include a diagram or diagrams and text setting forth objectives, principles, standards, and plan proposals. The plan shall include the following elements:

(a) A land use element that designates the proposed general distribution and general location and extent of the uses of the land for housing, business, industry, open space, including agriculture, natural resources, recreation, and enjoyment of scenic beauty, education, public buildings and grounds, solid and liquid waste disposal facilities, and other categories of public and private uses of land. The location and designation of the extent of the uses of the land for public and private uses shall consider the identification of land and natural resources pursuant to paragraph (3) of subdivision (d). The land use element shall include a statement of the standards of population density and building intensity recommended for the various districts and other territory covered by the plan. The land use element shall identify and annually review those areas covered by the plan that are subject to flooding

identified by flood plain mapping prepared by the Federal Emergency Management Agency (FEMA) or the Department of Water Resources. The land use element shall also do both of the following:

(1) Designate in a land use category that provides for timber production those parcels of real property zoned for timberland production pursuant to the California Timberland Productivity Act of 1982 (Chapter 6.7 (commencing with Section 51100) of Part 1 of Division 1 of Title 5).

(2) Consider the impact of new growth on military readiness activities carried out on military bases, installations, and operating and training areas, when proposing zoning ordinances or designating land uses covered by the general plan for land, or other territory adjacent to military facilities, or underlying designated military aviation routes and airspace.

(A) In determining the impact of new growth on military readiness activities, information provided by military facilities shall be considered. Cities and counties shall address military impacts based on information from the military and other sources.

(B) The following definitions govern this paragraph:

(i) "Military readiness activities" mean all of the following:

(I) Training, support, and operations that prepare the men and women of the military for combat.

(II) Operation, maintenance, and security of any military installation.

(III) Testing of military equipment, vehicles, weapons, and sensors for proper operation or suitability for combat use.

(ii) "Military installation" means a base, camp, post, station, yard, center, homeport facility for any ship, or other activity under the jurisdiction of the United States Department of Defense as defined in paragraph (1) of subsection (e) of Section 2687 of Title 10 of the United States Code.

(b) (1) A circulation element consisting of the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities, all correlated with the land use element of the plan.

(2) (A) Commencing January 1, 2011, upon any substantive revision of the circulation element, the legislative body shall modify the circulation element to plan for a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways for safe and convenient travel in a manner that is suitable to the rural, suburban, or urban context of the general plan.

(B) For purposes of this paragraph, "users of streets, roads, and highways" mean bicyclists, children, persons with disabilities, motorists, movers of commercial goods, pedestrians, users of public transportation, and seniors.

(c) A housing element as provided in Article 10.6 (commencing with Section 65580).

(d) (1) A conservation element for the conservation, development, and utilization of natural resources including water and its hydraulic force, forests, soils, rivers and other waters, harbors, fisheries, wildlife, minerals, and other natural resources. The conservation element shall consider the effect of development within the jurisdiction, as described in the land use

element, on natural resources located on public lands, including military installations. That portion of the conservation element including waters shall be developed in coordination with any countywide water agency and with all district and city agencies, including flood management, water conservation, or groundwater agencies that have developed, served, controlled, managed, or conserved water of any type for any purpose in the county or city for which the plan is prepared. Coordination shall include the discussion and evaluation of any water supply and demand information described in Section 65352.5, if that information has been submitted by the water agency to the city or county.

(2) The conservation element may also cover all of the following:

(A) The reclamation of land and waters.

(B) Prevention and control of the pollution of streams and other waters.

(C) Regulation of the use of land in stream channels and other areas required for the accomplishment of the conservation plan.

(D) Prevention, control, and correction of the erosion of soils, beaches, and shores.

(E) Protection of watersheds.

(F) The location, quantity and quality of the rock, sand, and gravel resources.

(3) Upon the next revision of the housing element on or after January 1, 2009, the conservation element shall identify rivers, creeks, streams, flood corridors, riparian habitats, and land that may accommodate floodwater for purposes of groundwater recharge and stormwater management.

(e) An open-space element as provided in Article 10.5 (commencing with Section 65560).

(f) (1) A noise element that shall identify and appraise noise problems in the community. The noise element shall recognize the guidelines established by the Office of Noise Control and shall analyze and quantify, to the extent practicable, as determined by the legislative body, current and projected noise levels for all of the following sources:

(A) Highways and freeways.

(B) Primary arterials and major local streets.

(C) Passenger and freight online railroad operations and ground rapid transit systems.

(D) Commercial, general aviation, heliport, helistop, and military airport operations, aircraft overflights, jet engine test stands, and all other ground facilities and maintenance functions related to airport operation.

(E) Local industrial plants, including, but not limited to, railroad classification yards.

(F) Other ground stationary noise sources, including, but not limited to, military installations, identified by local agencies as contributing to the community noise environment.

(2) Noise contours shall be shown for all of these sources and stated in terms of community noise equivalent level (CNEL) or day-night average level ( $L_{dn}$ ). The noise contours shall be prepared on the basis of noise

monitoring or following generally accepted noise modeling techniques for the various sources identified in paragraphs (1) to (6), inclusive.

(3) The noise contours shall be used as a guide for establishing a pattern of land uses in the land use element that minimizes the exposure of community residents to excessive noise.

(4) The noise element shall include implementation measures and possible solutions that address existing and foreseeable noise problems, if any. The adopted noise element shall serve as a guideline for compliance with the state's noise insulation standards.

(g) (1) A safety element for the protection of the community from any unreasonable risks associated with the effects of seismically induced surface rupture, ground shaking, ground failure, tsunami, seiche, and dam failure; slope instability leading to mudslides and landslides; subsidence; liquefaction; and other seismic hazards identified pursuant to Chapter 7.8 (commencing with Section 2690) of Division 2 of the Public Resources Code, and other geologic hazards known to the legislative body; flooding; and wildland and urban fires. The safety element shall include mapping of known seismic and other geologic hazards. It shall also address evacuation routes, military installations, peakload water supply requirements, and minimum road widths and clearances around structures, as those items relate to identified fire and geologic hazards.

(2) The safety element, upon the next revision of the housing element on or after January 1, 2009, shall also do the following:

(A) Identify information regarding flood hazards, including, but not limited to, the following:

(i) Flood hazard zones. As used in this subdivision, "flood hazard zone" means an area subject to flooding that is delineated as either a special hazard area or an area of moderate or minimal hazard on an official flood insurance rate map issued by the Federal Emergency Management Agency (FEMA). The identification of a flood hazard zone does not imply that areas outside the flood hazard zones or uses permitted within flood hazard zones will be free from flooding or flood damage.

(ii) National Flood Insurance Program maps published by FEMA.

(iii) Information about flood hazards that is available from the United States Army Corps of Engineers.

(iv) Designated floodway maps that are available from the Central Valley Flood Protection Board.

(v) Dam failure inundation maps prepared pursuant to Section 8589.5 that are available from the California Emergency Management Agency.

(vi) Awareness Floodplain Mapping Program maps and 200-year flood plain maps that are or may be available from, or accepted by, the Department of Water Resources.

(vii) Maps of levee protection zones.

(viii) Areas subject to inundation in the event of the failure of project or nonproject levees or floodwalls.

(ix) Historical data on flooding, including locally prepared maps of areas that are subject to flooding, areas that are vulnerable to flooding after wildfires, and sites that have been repeatedly damaged by flooding.

(x) Existing and planned development in flood hazard zones, including structures, roads, utilities, and essential public facilities.

(xi) Local, state, and federal agencies with responsibility for flood protection, including special districts and local offices of emergency services.

(B) Establish a set of comprehensive goals, policies, and objectives based on the information identified pursuant to subparagraph (A), for the protection of the community from the unreasonable risks of flooding, including, but not limited to:

(i) Avoiding or minimizing the risks of flooding to new development.

(ii) Evaluating whether new development should be located in flood hazard zones, and identifying construction methods or other methods to minimize damage if new development is located in flood hazard zones.

(iii) Maintaining the structural and operational integrity of essential public facilities during flooding.

(iv) Locating, when feasible, new essential public facilities outside of flood hazard zones, including hospitals and health care facilities, emergency shelters, fire stations, emergency command centers, and emergency communications facilities or identifying construction methods or other methods to minimize damage if these facilities are located in flood hazard zones.

(v) Establishing cooperative working relationships among public agencies with responsibility for flood protection.

(C) Establish a set of feasible implementation measures designed to carry out the goals, policies, and objectives established pursuant to subparagraph (B).

(3) Upon the next revision of the housing element on or after January 1, 2014, the safety element shall be reviewed and updated as necessary to address the risk of fire for land classified as state responsibility areas, as defined in Section 4102 of the Public Resources Code, and land classified as very high fire hazard severity zones, as defined in Section 51177. This review shall consider the advice included in the Office of Planning and Research's most recent publication of "Fire Hazard Planning, General Technical Advice Series" and shall also include all of the following:

(A) Information regarding fire hazards, including, but not limited to, all of the following:

(i) Fire hazard severity zone maps available from the Department of Forestry and Fire Protection.

(ii) Any historical data on wildfires available from local agencies or a reference to where the data can be found.

(iii) Information about wildfire hazard areas that may be available from the United States Geological Survey.

(iv) General location and distribution of existing and planned uses of land in very high fire hazard severity zones and in state responsibility areas, including structures, roads, utilities, and essential public facilities. The

location and distribution of planned uses of land shall not require defensible space compliance measures required by state law or local ordinance to occur on publicly owned lands or open space designations of homeowner associations.

(v) Local, state, and federal agencies with responsibility for fire protection, including special districts and local offices of emergency services.

(B) A set of goals, policies, and objectives based on the information identified pursuant to subparagraph (A) for the protection of the community from the unreasonable risk of wildfire.

(C) A set of feasible implementation measures designed to carry out the goals, policies, and objectives based on the information identified pursuant to subparagraph (B) including, but not limited to, all of the following:

(i) Avoiding or minimizing the wildfire hazards associated with new uses of land.

(ii) Locating, when feasible, new essential public facilities outside of high fire risk areas, including, but not limited to, hospitals and health care facilities, emergency shelters, emergency command centers, and emergency communications facilities, or identifying construction methods or other methods to minimize damage if these facilities are located in a state responsibility area or very high fire hazard severity zone.

(iii) Designing adequate infrastructure if a new development is located in a state responsibility area or in a very high fire hazard severity zone, including safe access for emergency response vehicles, visible street signs, and water supplies for structural fire suppression.

(iv) Working cooperatively with public agencies with responsibility for fire protection.

(D) If a city or county has adopted a fire safety plan or document separate from the general plan, an attachment of, or reference to, a city or county's adopted fire safety plan or document that fulfills commensurate goals and objectives and contains information required pursuant to this paragraph.

(4) After the initial revision of the safety element pursuant to paragraphs (2) and (3), upon each revision of the housing element, the planning agency shall review and, if necessary, revise the safety element to identify new information that was not available during the previous revision of the safety element.

(5) Cities and counties that have flood plain management ordinances that have been approved by FEMA that substantially comply with this section, or have substantially equivalent provisions to this subdivision in their general plans, may use that information in the safety element to comply with this subdivision, and shall summarize and incorporate by reference into the safety element the other general plan provisions or the flood plain ordinance, specifically showing how each requirement of this subdivision has been met.

(6) Prior to the periodic review of its general plan and prior to preparing or revising its safety element, each city and county shall consult the California Geological Survey of the Department of Conservation, the Central Valley Flood Protection Board, if the city or county is located within the

boundaries of the Sacramento and San Joaquin Drainage District, as set forth in Section 8501 of the Water Code, and the California Emergency Management Agency for the purpose of including information known by and available to the department, the agency, and the board required by this subdivision.

(7) To the extent that a county's safety element is sufficiently detailed and contains appropriate policies and programs for adoption by a city, a city may adopt that portion of the county's safety element that pertains to the city's planning area in satisfaction of the requirement imposed by this subdivision.

SEC. 3. Section 65302.5 of the Government Code is amended to read:

65302.5. (a) At least 45 days prior to adoption or amendment of the safety element, each county and city shall submit to the California Geological Survey of the Department of Conservation one copy of a draft of the safety element or amendment and any technical studies used for developing the safety element. The division may review drafts submitted to it to determine whether they incorporate known seismic and other geologic hazard information, and report its findings to the planning agency within 30 days of receipt of the draft of the safety element or amendment pursuant to this subdivision. The legislative body shall consider the division's findings prior to final adoption of the safety element or amendment unless the division's findings are not available within the above prescribed time limits or unless the division has indicated to the city or county that the division will not review the safety element. If the division's findings are not available within those prescribed time limits, the legislative body may take the division's findings into consideration at the time it considers future amendments to the safety element. Each county and city shall provide the division with a copy of its adopted safety element or amendments. The division may review adopted safety elements or amendments and report its findings. All findings made by the division shall be advisory to the planning agency and legislative body.

(b) (1) The draft element of or draft amendment to the safety element of a county or a city's general plan shall be submitted to the State Board of Forestry and Fire Protection and to every local agency that provides fire protection to territory in the city or county at least 90 days prior to either of the following:

(A) The adoption or amendment to the safety element of its general plan for each county that contains state responsibility areas.

(B) The adoption or amendment to the safety element of its general plan for each city or county that contains a very high fire hazard severity zone as defined pursuant to subdivision (b) of Section 51177.

(2) A county that contains state responsibility areas and a city or county that contains a very high fire hazard severity zone as defined pursuant to subdivision (b) of Section 51177 shall submit for review the safety element of its general plan to the State Board of Forestry and Fire Protection and every local agency that provides fire protection to territory in the city or

county in accordance with the following dates, as specified, unless the local government submitted the element within five years prior to that date:

(A) Local governments within the regional jurisdiction of the San Diego Association of Governments: December 31, 2010.

(B) Local governments within the regional jurisdiction of the Southern California Association of Governments: December 31, 2011.

(C) Local governments within the regional jurisdiction of the Association of Bay Area Governments: December 31, 2012.

(D) Local governments within the regional jurisdiction of the Council of Fresno County Governments, the Kern County Council of Governments, and the Sacramento Area Council of Governments: June 30, 2013.

(E) Local governments within the regional jurisdiction of the Association of Monterey Bay Area Governments: December 31, 2014.

(F) All other local governments: December 31, 2015.

(3) The State Board of Forestry and Fire Protection shall, and a local agency may, review the draft or an existing safety element and recommend changes to the planning agency within 60 days of its receipt regarding both of the following:

(A) Uses of land and policies in state responsibility areas and very high fire hazard severity zones that will protect life, property, and natural resources from unreasonable risks associated with wildland fires.

(B) Methods and strategies for wildland fire risk reduction and prevention within state responsibility areas and very high fire hazard severity zones.

(4) Prior to the adoption of its draft element or draft amendment, the board of supervisors of the county or the city council of a city shall consider the recommendations, if any, made by the State Board of Forestry and Fire Protection and any local agency that provides fire protection to territory in the city or county. If the board of supervisors or city council determines not to accept all or some of the recommendations, if any, made by the State Board of Forestry and Fire Protection or local agency, the board of supervisors or city council shall communicate in writing to the State Board of Forestry and Fire Protection or the local agency, its reasons for not accepting the recommendations.

(5) If the State Board of Forestry and Fire Protection's or local agency's recommendations are not available within the time limits required by this section, the board of supervisors or city council may act without those recommendations. The board of supervisors or city council shall take the recommendations into consideration the next time it considers amendments to the safety element.

SEC. 4. Section 66474.02 is added to the Government Code, to read:

66474.02. (a) Before approving a tentative map, or a parcel map for which a tentative map was not required, for an area located in a state responsibility area or a very high fire hazard severity zone, as both are defined in Section 51177, a legislative body of a county shall make the following three findings:

(1) A finding supported by substantial evidence in the record that the design and location of each lot in the subdivision, and the subdivision as a

whole, are consistent with any applicable regulations adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and 4291 of the Public Resources Code.

(2) A finding supported by substantial evidence in the record that structural fire protection and suppression services will be available for the subdivision through any of the following entities:

(A) A county, city, special district, political subdivision of the state, or another entity organized solely to provide fire protection services that is monitored and funded by a county or other public entity.

(B) The Department of Forestry and Fire Protection by contract entered into pursuant to Section 4133, 4142, or 4144 of the Public Resources Code.

(3) A finding that to the extent practicable, ingress and egress for the subdivision meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code and any applicable local ordinance.

(b) This section shall not supersede regulations established by the State Board of Forestry and Fire Protection or local ordinances that provide equivalent or more stringent minimum requirements than those contained within this section.

SEC. 5. Section 21083.01 is added to the Public Resources Code, to read:

21083.01. (a) On or after January 1, 2013, at the time of the next review of the guidelines prepared and developed to implement this division pursuant to subdivision (f) of Section 21083, the Office of Planning and Research, in cooperation with the Department of Forestry and Fire Protection, shall prepare, develop, and transmit to the Secretary of the Natural Resources Agency recommended proposed changes or amendments to the initial study checklist of the guidelines implementing this division for the inclusion of questions related to fire hazard impacts for projects located on lands classified as state responsibility areas, as defined in Section 4102, and on lands classified as very high fire hazard severity zones, as defined in subdivision (i) of Section 51177 of the Government Code.

(b) Upon receipt and review, the Secretary of the Natural Resources Agency shall certify and adopt the recommended proposed changes or amendments prepared and developed by the Office of Planning and Research pursuant to subdivision (a).

SEC. 6. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER  
28

Consent    X Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for 11:00AM     Closed Session     Informational

FROM: Water Department

FOR THE BOARD MEETING OF: August 27, 2013

SUBJECT: Inyo County/Los Angeles Standing Committee Meeting – August 29, 2013

**DEPARTMENTAL RECOMMENDATION:**

A meeting of the Inyo County/Los Angeles Standing Committee is scheduled for August 29, 2013 in Los Angeles, California. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Water Department requests your Board consider the attached draft agenda and provide direction to the County's Standing Committee representatives.

**SUMMARY DISCUSSION:**

At the time this agenda request was submitted (8/16), we did not have a draft agenda; however, the Technical Group has met and discussed agenda items, including:

(Action) Approval of documentation of action items from the May 20, 2013 meeting.

Runoff and operations update.

Report on CEQA analysis for modifications to the Van Norman Field Enhancement/Mitigation Project.

Report on evaluation of enhancement/mitigation projects.

Lower Owens River Project

Report on July releases from Alabama Gates

Tule control project

Report on mediation/arbitration process for vegetation parcel Blackrock 94

Report on Green Book revisions

**ALTERNATIVES:**

**OTHER AGENCY INVOLVEMENT:**

LADWP.

**FINANCING:**

N/A

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**  \_\_\_\_\_ Date: 01/16/13  
(Not to be signed until all approvals are received)