

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.

June 3, 2014

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATIONS (Pursuant to Government Code §54956.9(c)** – Meet with legal counsel for discussion and advice regarding potential litigation (one case).
3. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
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 - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
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 - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
6. **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 (ICPPOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, 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: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
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: - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

9. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
10. **PUBLIC COMMENT**
11. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

12. **Information Services** – Request Board accept an arrangement with Verizon for landline telephone service and related services (such as voice mail) resulting in an operating cost to the County of approximately \$110,000 annually for the period of November 16, 2014 through November 15, 2017, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.
13. **Personnel** – Request Board confirm directions given to the Personnel Director to initiate layoff discussions with employee representatives and authorization of the layoff of 3 positions in the Social Services Wrap Program as follows: Probation Officer II, Senior Social Worker Supervisor II both of which are filled and a Social Worker IV position that is currently vacant.
14. **Personnel** – Request Board approve A) Amendment No. 2 to the Contract between the County of Inyo and Robert Harrington for the provision of personal services with the following terms: i) beginning June 5, 2014, Officer will receive a 5% salary increase at a monthly base salary of \$9,917.00; and ii) effective July 1, 2014, Officer will receive 80 hours of paid administrative leave per fiscal year; and authorize the Chairperson to sign; B) Amendment No. 2 to the Contract between County of Inyo and Susanne Rizo for the provision of personal services with the following terms: i) beginning June 5, 2014, Officer will receive a 5% salary increase at a monthly base salary of \$9,278.00; ii) effective June 5, 2014, the 5% stipend pay currently being paid for serving as the Regional Director will be included as part of base salary cited above; and iii) effective July 1, 2014, Officer will receive 80 hours of paid administrative leave per fiscal year; and authorize the Chairperson to sign; and C) approve a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-09, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo."

HEALTH AND HUMAN SERVICES

15. **Social Services** – Request approval of the Contract between the County of Inyo and the Regents of the University of California on behalf of its Davis Campus University Extension, for training services in an amount not to exceed \$79,000 for the period of July 1, 2014 through June 30, 2015, contingent upon the Board's adoption of a FY 2014-15 budget; and authorize the Chairperson to sign.
16. **ESAAA** – Request approval of Amendment No. 3 to the four-year Agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County resident senior citizens, in a total amount not to exceed \$287,370, resulting in a \$771 increase provided for in the existing Contract, for the period of October 1, 2014 through June 30, 2016; and authorize the Chairperson to sign.

PUBLIC WORKS

17. Request approval of Amendment #1 to the Lease between the County of Inyo and FedEx Ground Package System, Inc., dated September 20, 2011, modifying the existing terms by increasing the extension option #1 from two years to three years and decreasing the annual inflator from three percent to two percent and proposing two additional two year options subject to the three percent annual increase; and authorize the Public Works Director to sign, contingent upon the appropriate signatures being obtained.

SHERIFF

18. Request approval of the Intrastate Transportation of Prisoners Agreement effective July 1, 2014 or upon execution by the Sheriff of Los Angeles County, whichever is later, through June 30, 2019, for reciprocal transportation of prisoner services by both parties, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.

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

19. **PUBLIC WORKS** – Request Board

A) amend the FY 2013-14 Road Budget Unit 034600 by increasing estimated revenue in Reimbursed Expenses (*Revenue Code #4961*) by \$596,679, and increasing appropriations in Professional and Special Services (*Object Code #5265*) by \$596,679, (*4/5's vote required*);

B) amend the FY 2013-14 State-Funded Roads Budget Unit 034601 by increasing estimated revenue in Federal Grants (*Revenue Code #4555*) by \$85,000 and increasing appropriations in Ed Powers Bicycle Lanes (*Object Code #5738*) by \$85,000, (*4/5's vote required*);

C) approve Amendment No. 8 to the Contract between the County of Inyo and Eastern Sierra Engineering for engineering services as identified and in the amounts recommended by staff for Ed Powers and Sunland Drive Bicycle Lanes Projects, South Bishop Resurfacing Project, Trona Wildrose Road Restoration, and 2013 Storm-Damaged Roads, and increasing the amount of the Contract by \$624,914, to an amount not to exceed \$1,318,011.78, contingent upon the Board's adoption of future budgets; and

D) authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained, and for the Ed Powers Bicycle Lane Project, upon Local Transportation Commission approval of the Department's request to use \$85,000 in TEA Exchange Funds to fund consultant and Public Works staff costs for the project.

20. **PLANNING DEPARTMENT – WATER DEPARTMENT** - Request Board A) ratify and approve Amendment No. 8 to the Contract between the County of Inyo and Daniel B. Stephens & Associates, Inc., adding tasks to the Scope of Work, and increasing the amount of the Contract by \$5,000 to an amount not to exceed \$184,360.14, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; and B) amend the FY 2013-14 Planning Department Budget Unit 023800 by increasing estimated revenue in Services and Fees (*Revenue Code #4819*) by \$15,000; and increasing appropriations in Professional and Special Services (*Object Code #5265*) by \$15,000. (*4/5's vote required.*)
21. **PLANNING** – Request Board review the draft correspondence to the U.S. Fish and Wildlife Service regarding the listing of the Mountain Yellow Legged Frog complex as endangered and the Yosemite Toad as threatened; and authorize the Chairperson to sign.
22. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32, as recommended by the County Administrator.
23. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.
24. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.
25. **COUNTY ADMINISTRATOR - Emergency Services** – Request Board continue the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.
26. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Meetings of A) May 13, 2014; and B) May 20, 2014.

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

- 11:00 a.m. 27. **WATER DEPARTMENT** – Request Board A) conduct a workshop on water-related legislation currently under development by the State of California, and B) provide direction to staff concerning correspondence related to the legislation.
- 11:30 a.m. 28. **PLANNING** – Request Board A) conduct a **public hearing** on the General Plan Amendment 2014-01/Inyo County to update the Conservation and Open Space Element with an Energy Efficiency Chapter; and B) adopt a Resolution approving General Plan Amendment 2014-01/Inyo County (Update the Conservation and Open Space Element with an Energy Efficiency Chapter); and certifying that the General Plan Amendment 2014-01/Inyo County is exempt from CEQA.
- 1:00 a.m. 29. **PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN** – Request Board conduct a workshop regarding PA/PG services and case load.

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

12

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: June 3, 2013

SUBJECT: Verizon Customer Specific Arrangement

DEPARTMENTAL RECOMMENDATION:

Request your Board A) Accept an Arrangement with Verizon for landline telephone service and related services (such as voice mail) resulting in an operating cost to the County of approximately \$110,000 annually for a period of three years from November 16, 2014 through November 15, 2017 contingent on adoption of future budgets for fiscal years covered by term of Arrangement; and B) Authorize the Chairperson to sign.

SUMMARY DISCUSSION:

The County of Inyo contracts landline 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. Approximately 593 Verizon Centranet communication lines are presently charged to the County.

Verizon has proposed a three-year term with a monthly base line cost decrease from \$14.01 to \$11.40, programming services remaining \$2.95 and voicemail services remaining \$4.00 resulting in reduced cost of approximately \$22,000 annually. Due to the dynamic nature of phone line installations, relocations and terminations, an annual cost estimate of \$110,000 is provided rather than a not to exceed amount.

The proposed reduction in cost is due to the recommended multi-year service arrangement. Penalties for early termination of the arrangement are significant; as a result, early termination is not recommended. Information Services has sought single year proposals during the recent past in an effort to support a timely transition to an alternate voice communication system (such as VOIP). Considering current technology projects in progress at the County as well as present staffing levels, it is not predicted that an alternate voice communication system will be implemented in the near future; therefore Information Services is recommending the multi-year arrangement to secure the assured cost savings (approximately \$60,000 over the term of the arrangement).

ALTERNATIVES:

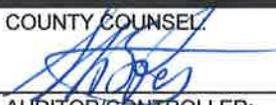
Information Services is not able to recommend any viable alternative providers at this time. Alternatives to the recommended one year Arrangement term include no agreement/arrangement in which case the monthly base charge would increase to approximately \$28.00 per-line.

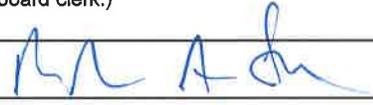
OTHER AGENCY INVOLVEMENT:

All County agencies/departments are affected.

FINANCING:

The cost of the lines and services paid for by Information Services through June 30, 2014 are included in the requested Information Services budget [011801-5351] for FY2013-14. Funding for the portion of the Arrangement 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. Some General Fund budgets pay their phone bills directly and are responsible for securing an appropriate budget amount for the cost of the lines and services they use.

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>5/22/2014</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>5/23/2014</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:  Date: 5/23/14
(Not to be signed until all approvals are received)



CUSTOMER SPECIFIC ARRANGEMENT
(Intrastate Detariffed Services – California)

Routing Code: 5V

Customer Name: County of Inyo ("Customer")	Main Billing Tel. No: (760) 878-0200
Address: 168 N Edwards St., Independence, CA 93526	Agreement No. CM2013

Services. Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon") the services, at the Customer locations identified in Exhibit A attached to this Agreement, and in any Addendum expressly made a part hereof, (the "Services") pursuant to this Agreement and Verizon's applicable ILEC Product Guide, for the service period stated herein (the "Service Period"). This Agreement and any Exhibit hereto shall become effective when executed by an authorized Verizon representative and an authorized representative of Customer (the "Effective Date"). Under no circumstances may Customer resell the Services being provided under the rates, terms and conditions of this Agreement. Each Verizon entity contracting under this Agreement is responsible only for the performance of the Services it is providing as set out in each Exhibit hereto and is not responsible for the performance of any other entity's obligations under this Agreement.

Customer Consent to Use of Customer Proprietary Network Information (CPNI). Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from Verizon, as well as related local and toll billing information, made available to Verizon solely by virtue of Customer's relationship with Verizon. With Customer consent, Verizon may share Customer CPNI and other Confidential Information among its affiliates, including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see www.verizon.com for a description of Verizon companies and services). By signing this Agreement, Customer consents to Verizon using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at cpni-notices@verizonwireless.com and cpni-notices@verizonbusiness.com of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

ILEC Product Guide. Verizon's provision of the Services hereunder shall be governed by Verizon's Incumbent Local Exchange Carrier Product Guide (located at <http://www.verizon.com/tariffs>) ("ILEC Product Guide") and this Agreement. The ILEC Product Guide is incorporated into the Agreement by this reference. In the event of a conflict between the terms and conditions of the ILEC Product Guide and this Agreement, the terms and conditions of this Agreement shall prevail. With respect to the documents of the Agreement, the terms and conditions of the Service Exhibit shall have the highest order of precedence. Verizon may modify the ILEC Product Guide at any time and such modifications will become binding on Customer as further described below. To the extent such changes are material (and other than changes related to governmental charges or any applicable taxes), Verizon shall notify Customer of such changes via a bill insert, as a message on Customer's bill, in a separate mailing, by email or by any other reasonable method at Verizon's discretion. Such changes will become effective no sooner than thirty (30) days after such notice is provided. In the event such changes materially and adversely affect Customer, Customer may terminate the affected Service without the application of termination liability by providing Verizon immediate written notice of Customer's request to terminate, unless within (30) thirty days after receipt of Customer's termination notice Verizon agrees to revise the change in such a manner as to remove the material adverse effect on Customer. Customer shall remain responsible for the payment for Services rendered until the effective date of the termination. Customer's continued use of the Service after the material change becomes effective constitutes Customer's acceptance of the change.

Customer Responsibilities. Customer agrees to provide Verizon with any access and support necessary for the implementation, maintenance and provision of the Services requested hereunder. Customer is responsible for taking all steps necessary to interconnect the Services at Customer's location(s) including ensuring proper interconnection with the facilities and equipment provided by Verizon, paying all costs associated with interconnection, securing any necessary licenses, right of ways and permits and providing proper space, electrical power, heating, ventilation and cooling. Verizon shall not be liable for any damages or losses caused by the failure



of equipment, inside wire or other facilities provided by Customer or a third party, and Customer shall be liable if such facilities cause damage to Verizon, its network, customers, equipment and/or Verizon's providers. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Service(s) and Verizon shall have no liability therefore.

Service or Term Period. Customer shall purchase such Services for a period of thirty-six (36) consecutive months from the in-service date. The in-service date shall be November 16, 2014, the date following the expiration date of Customer's current agreement for the Services, provided that this Agreement is fully executed and effective as of that date. If the Agreement is not fully executed by November 15, 2014, the in-service date shall be the date, after the Effective Date defined above, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

Charges and Payment. Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, which shall be fixed during the Service Period, and shall also pay all applicable taxes, fees, and other applicable charges, including Federal End User Common Line Charges, charged pursuant to applicable law or regulations in connection with the Services. Taxes, fees and/or surcharges are subject to change without notice to Customer, except as may be required by law. Except as otherwise provided in the Agreement, if Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a).

Verizon shall invoice Customer monthly and payment will be due Net 30 days from the invoice date. Undisputed charges paid after the due date may be subject to late payment charges as set out in the ILEC Product Guide until Customer's account is current. Any back billing limitations otherwise applicable to the Services pursuant to the ILEC Product Guide shall not apply to the Services under this Agreement.

Unauthorized Use. Verizon shall not be liable for any damages, including charges for Services that Customer may incur as a result of the unauthorized use or misuse of the Services by Customer, Customer's employees, third parties or other members of the public. Customer shall remain responsible for such charges.

Indemnification. Customer agrees to defend, indemnify and hold Verizon, its employees, affiliates and agents, harmless from any and all losses, claims, demands, expenses (including reasonable attorney's fees), or any liability whatsoever, arising from any use of the Services by Customer or by person or entity permitted by Customer to use the Services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, or any combination of the Services with other products or services not provided by Verizon, any modification of the Services or any infringement of intellectual property.

Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE ILEC PRODUCT GUIDE, VERIZON DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF VERIZON KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. CUSTOMER AGREES THAT THE SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VERIZON DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED OR ILLEGAL USE OF THE SERVICE BY CUSTOMER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS OR OTHER THIRD PARTIES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING IN CONNECTION WITH THE SERVICES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

EITHER PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:

- (A) FOR DAMAGES DUE TO FAILURES OR DISRUPTION IN THE SERVICES CAUSED BY THE PARTY'S NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, THE CHARGES FOR THE AFFECTED SERVICES FOR THE PERIOD OF THE FAILURE;



- (B) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY THE PARTY'S NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES PROVEN;
- (C) FOR INDEMNITY, THE REMEDIES SET FORTH IN THE SECTION ABOVE TITLED INDEMNIFICATION;
- (D) FOR ANY DAMAGES ARISING OUT OF THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;
- (E) FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, EACH PARTY'S MAXIMUM LIABILITY DURING ANY TWELVE MONTH PERIOD SHALL BE LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, FOR THE ONE MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.

NOTHING IN THIS SECTION SHALL LIMIT CUSTOMER'S LIABILITY TO VERIZON FOR ANY AND ALL CHARGES INCURRED FOR SERVICES.

Termination of Services. Verizon may discontinue or limit use of the Services by Customer for non-payment, non-compliance with Verizon's rules of use, fraudulent use, and other conditions as provided in the Verizon California Inc. General Exchange Tariff, Schedule D&R, Rule No. 11, as incorporated herein.

Termination of the Services, for any cause, shall not release Customer from any liability which at the time of termination had already accrued to Customer or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.

Performance Excused. No liability, including but not limited to refund of Service charges, shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business, Attn: Customer Service, 6415 Business Center Drive, Highlands Ranch, CO 80130, Email: notice@verizonbusiness.com with a copy to Verizon Business Services, 22001 Loudoun County Pkwy, Ashburn, VA 20147, Attn: Vice President Legal. Notices shall be deemed effective five business days after such mailing.

Additional Provisions

- a. **Conditions.** The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.
- b. **Service Continuation.** If, at the time of expiration of the Service Period, a new agreement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services as installed and configured at the time of expiration of the Service Period will continue to be provided under the rates, terms and conditions of this Agreement on a month-to-month basis (the "Extended Service Period"). During the Extended Service Period, the Customer may add such Service components as are available solely on a month-to-month basis at the agreed-upon rates as set out in this Agreement, but no other Service additions, changes or moves may be made under this Agreement during the Extended Service Period. During the Extended Service Period, this Agreement shall be deemed terminated without the assessment of termination liability charges under either of the following circumstance: (i) upon the in-service date of a new agreement with Verizon for the Services, this Agreement shall be deemed superseded and terminated, or (ii) either party may terminate the Agreement by providing at least 30 days written notice.
- c. **Facilities.** Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities and provide such Services only upon mutual written agreement of the parties to such additional facility charges. If Customer does not agree to pay such additional charges, then Verizon will be excused from providing the affected Service. If no Service can be provided, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.



d. Non-Appropriation of Funds. Notwithstanding any provision of the Agreement to the contrary, Customer and Verizon agree that in the event that Customer reasonably anticipates that it will not be able to budget funds for any fiscal year(s) subsequent to the Customer's initial fiscal year during the term of this agreement to continue payments due under the Agreement and Customer further reasonably anticipates that it will have no legally available funds for the purchase of services to perform functions similar to those performed by this Agreement, Customer may terminate the Agreement effective at the end of Customer's then fiscal year by giving thirty (30) days written notice to Verizon and enclosing therewith a statement signed by the Chairperson of the County's Board of Supervisors or his designee that the foregoing conditions exist. In this event of non-appropriation of funds, Customer shall not be obligated make payments beyond the end of the then current fiscal year.

Miscellaneous

(a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) Either party's failure to enforce any of the provisions of the ILEC Product Guide or the Agreement or to exercise any right or option is not a waiver of any such provision, right or option, and shall not affect the validity of the ILEC Product Guide or the Agreement. If any provision of the ILEC Product Guide or this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then the ILEC Product Guide and this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction, and the remaining terms and conditions of the ILEC Product Guide and the Agreement shall continue to apply as necessary to reflect the original intention of the parties.

(d) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(e) Services are offered in locations where made available by Verizon in its sole discretion.

(f) The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement.

The ILEC Product Guide, and this Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) constitute the entire agreement between the parties with respect to the Services and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

Customer must sign and date this Agreement on or before June 30, 2014, or the proposed Service arrangement and pricing will no longer be available.

AGREED AND ACCEPTED:

COUNTY OF INYO (Customer)

VERIZON BUSINESS NETWORK SERVICES
INC., on behalf of VERIZON CALIFORNIA INC.

By _____

By _____

Name/title _____

Name/title _____

Date _____

Date _____



Exhibit A

Verizon Company Name: Verizon California Inc. (referred to in this Exhibit as "Verizon")

State: California

Customer name: County of Inyo

CSO Case No.: CM2013

Verizon shall provide CentraNet® and CentraNet® Voicemail Box Service(s) to Customer pursuant to this Agreement at the following rates, terms and conditions:

Description of CentraNet® and CentraNet® Voicemail Box Service(s):

CentraNet® Service is an arrangement whereby certain basic and optional features are provided from central office switching equipment located on Verizon's property. A CentraNet® station line cannot be used in lieu of a DID-DOD trunk or PBX trunk. CentraNet® Voicemail Box Service is a communication system located in a Verizon central office allowing users to have calls answered when their line is busy or not answered. Customer can then retrieve messages from anywhere and process by saving, forward to another Verizon voicemail user, or erasing.

Description of Business Line – Measured Rate Service:

Business Line – Measured Rate Service is a telephone service providing a single analog communication circuit between the local end office (Class 5 switch) and the customer's telephone, key system, fax machine, or modem.

Location of Business Line – Measured Rate, CentraNet® and CentraNet® Voicemail Box Service(s):

Business Line – Measured Rate, CentraNet® and CentraNet® Voicemail Box Services shall be provided at the Billing Telephone Numbers (BTNs) and locations identified in Attachment 1 to Exhibit A. Upon written request, Customer may subscribe to additional lines of Service or features at the Locations identified herein or at additional locations. Provided Verizon has suitable facilities available to provide such additional Service at costs substantially similar to the cost to provide the Service initially requested herein, Verizon will provide such Service at the same Monthly Rate per Line or feature hereunder, plus applicable ILEC Product Guide installation charges, and no written amendment to the Agreement will be necessary. If a different Monthly Rate per Line or feature is required by Verizon, then Verizon will determine the applicable rate and present it to Customer for its consideration. Verizon shall not be required to provide any such additional Services until and unless both parties mutually agree to any such different Monthly Rate per Line or feature via an amendment to the Agreement. The Service Period for all such additional lines of Service, or additional services or features, shall be coterminous with the Service Period set forth herein unless otherwise agreed in writing.

1. Charges:

A. Monthly Recurring Charges (MRC).

For Customer Locations in the fGTE Local Exchange Service Areas (Company Code: GTCA)

<u>Initial Order Quantity</u>	<u>Monthly Recurring Charge Items</u>	<u>Per Line Charge</u>
0	CENTRANET® LINE	\$8.65
0	FEATURE PAK 1000	\$2.00
0	FEATURE PAK 2000	\$2.95
0	FEATURE PAK 3000	\$3.75
0	CENTRANET® VOICEMAIL BOX	\$4.00



For Customer Locations in the fContel Local Exchange Service Areas (Company Code: CTCA)

<u>Initial Order Quantity</u>	<u>Monthly Recurring Charge Items</u>	<u>Per Line Charge</u>
593	CENTRANET® LINE	\$11.40
0	FEATURE PAK 1000	\$2.00
593	FEATURE PAK 2000	\$2.95
0	FEATURE PAK 3000	\$3.75
161	CENTRANET® VOICEMAIL BOX	\$4.00

See Appendix 1 for a listing of the exchanges located in the fGTE and fContel Local Exchange Service Areas.

The above charges do not include Federally mandated end user common line charges (EUCL), any applicable local, state, or federal governmental or regulatory charges, fees, taxes, surcharges, or other ILEC Product Guide charges. For Service in the fGTE Local Exchange Service Areas, the EUCL in the Verizon Telephone Companies Tariff FCC No. 14, Section 13 will be applied. For Service in the fContel Local Exchange Service Areas, the EUCL in the Verizon Telephone Companies Tariff FCC No. 16, Section 4 will be applied.

Charges for any other additional CentraNet® and/or CentraNet® Voicemail features ordered by Customer are taken from Verizon's ILEC Product Guide, and are subject to change.

B. Non-Recurring Charges (NRC). NRC installation charges do not apply for existing installed service. NRCs for initial installation, moves, and changes, including line additions will be assessed from the applicable ILEC Product Guide.

- 2. Minimum Commitment and Shortfall.** Customer is required to subscribe to a monthly minimum of 151 CentraNet® Lines during the Service Period (the Minimum Line Commitment). Verizon will review Customer's account periodically; for each month in the preceding year that the actual number of Lines in service is less than the Minimum Line Commitment, a shortfall charge will apply ("Shortfall Charge"). The Shortfall Charge will be equal to the Line rate times the difference between the Minimum Line Commitment minus the number of Lines in service for the relevant month(s). Any such Shortfall Charge shall be due and payable in one lump sum as set out in the invoice issued to Customer. Lines may be canceled and disconnected during the Service Period without any Shortfall Charge provided in any given month Customer does not fall below the Minimum Line Commitment. Shortfall Charges shall not be assessed during the Extended Service Period as defined above.
- 3. Termination Liability.** Termination Liability applies to all Service installed under this contract. If for any reason Customer terminates or discontinues the Service prior to the expiration of the Term Period, at the time of discontinuance or termination, Customer shall pay a Termination Charge equal to twenty-five percent (25%) of the monthly rates and charges set forth above, times the quantity of Services terminated, times the number of months remaining in the Term Period. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Customer shall not be assessed Termination Charges if an exception to Termination Liability in the ILEC Product Guide applies. Any Termination Liability is due and payable in one lump sum as set out in the invoice issued to Customer.



Attachment 1 to Exhibit A

Location	BTN	Lines
110 SUNLAND RES RD BISHOP CA 93514	(760) 872-4126	1
126 N. WASHINGTON ST LONE PINE CA 93545	(760) 876-4574	2
130 SHORT ST BISHOP CA 93514 3538	(760) 873-8039	4
135 S. JACKSON ST INDEPENDENCE CA 93526	(760) 878-0001	13
136 S. JACKSON ST INDEPENDENCE CA 93526	(760) 878-0230	2
138 N. JACKSON ST LONE PINE CA 93545	(760) 876-8508	4
150 DEWEY ST BIG PINE CA 93513	(760) 938-2307	2
155 E. MARKET ST INDEPENDENCE CA 93526	(760) 878-0241	15
	(760) 878-0300	6
155 S. GRANT ST INDEPENDENCE CA 93526	(760) 878-0258	3
160 N. LONE PINE AV LONE PINE CA 93545	(760) 876-4664	2
162 GROVE ST BISHOP CA 93514 2651	(760) 873-5894	3
162 GROVE ST STE J BISHOP CA 93514 2652	(760) 872-1727	15
	(760) 872-6046	1
	(760) 873-5888	10
	(760) 873-6364	7
	(760) 873-7456	4
162 GROVE ST SUITE J BISHOP CA 93514 2640	(760) 872-5591	7
	(760) 873-6533	24
163 MAY ST BISHOP CA 93514 2709	(760) 872-0900	1
	(760) 872-1169	6
	(760) 872-2900	1
	(760) 872-2908	2
	(760) 872-4755	5
	(760) 873-3253	12
	(760) 873-3258	2
	(760) 873-5577	5
168 N. EDWARDS ST INDEPENDENCE CA 93526	(760) 878-0200	18



	(760) 878-0202	4
	(760) 878-0213	1
	(760) 878-0216	1
	(760) 878-0222	8
	(760) 878-0229	7
	(760) 878-0238	6
	(760) 878-0251	9
	(760) 878-0263	7
	(760) 878-0270	1
	(760) 878-0274	7
	(760) 878-0280	4
	(760) 878-0286	10
	(760) 878-0291	9
	(760) 878-0302	11
	(760) 878-0310	7
	(760) 878-0360	3
	(760) 878-0366	16
	(760) 878-0390	10
	(760) 878-0415	1
	(760) 878-0436	1
	(760) 878-0492	1
	(760) 878-0497	2
	(760) 878-2383	1
201 MAZOURKA CNYN RD INDEPENDENCE CA 93526		
	(760) 878-0350	23
205 S. EDWARDS ST INDEPENDENCE CA 93526		
	(760) 878-0396	1
207 W. SOUTH ST BISHOP CA 93514 3407		
	(760) 873-7850	2
	(760) 873-7852	2
	(760) 873-7853	2
	(760) 873-7854	6
	(760) 873-7858	3
	(760) 873-7860	7
	(760) 873-7866	4
	(760) 873-7868	18
	(760) 873-7879	1
207 W. SOUTH ST BISHOP CA 93514 3492		
	(760) 873-7863	1
210 ACADEMY AV BISHOP CA 93514 2602		
	(760) 873-5115	5
210 N. WASHINGTON ST LONE PINE CA 93545		
	(760) 876-4205	1
210 W. SOUTH ST LONE PINE CA 93545		
	(760) 876-5559	2
224 N. EDWARDS ST INDEPENDENCE CA 93526		



	(760) 878-0295	8
	(760) 878-0375	1
230 W. LINE ST BISHOP CA 93514 3411	(760) 873-3659	15
	(760) 873-6657	10
	(760) 873-7209	1
2672 IRENE WAY BISHOP CA 93514 3030	(760) 872-0917	1
301 W. LINE ST BISHOP CA 93514 3440	(760) 872-2596	2
	(760) 873-7887	16
3236 W. LINE ST BISHOP CA 93514 2150	(760) 873-4733	2
	(760) 873-4937	2
350 LAGOON ST BISHOP CA 93514 3406	(760) 873-8481	1
380 N. MT WHITNEY DR LONE PINE CA 93545	(760) 876-1147	1
	(760) 876-5545	8
	(760) 876-5710	1
500 S. MAIN ST BIG PINE CA 93513	(760) 938-2420	1
536 N. SECOND ST BISHOP CA 93514 2810	(760) 873-8045	2
550 S. CLAY ST INDEPENDENCE CA 93526	(760) 878-0370	5
	(760) 878-0379	1
	(760) 878-0383	22
	(760) 878-2333	7
	(760) 878-2850	5
568 W. LINE ST BISHOP CA 93514 3313	(760) 872-1885	4
	(760) 872-2632	1
701 S. MAIN ST BISHOP CA 93514 3426	(760) 873-5587	2
703 AIRPORT RD BISHOP CA 93514 3603	(760) 872-3125	2
	(760) 872-2971	5
	(760) 873-5535	1
726 N. MAIN ST LONE PINE CA 93545	(760) 876-5606	10
750 S. CLAY ST INDEPENDENCE CA 93526	(760) 878-0278	5
873 N. MAIN ST STE 219 BISHOP CA 93514 2433	(760) 872-4052	9



912 N. MAIN ST BISHOP CA 93514	(760) 872-4005	7
	(760) 872-4111	14
	(760) 872-4950	1
920 N. MAIN ST BISHOP CA 93514 2406	(760) 872-1394	29
COUNTY RD BIG PINE CA 93513	(760) 938-2715	1
SUGARLOAF RD BIG PINE CA 93513	(760) 938-2996	1
WASHINGTON ST S. LONE PINE CA 93545	(760) 876-5031	1
	(760) 872-1623	1
	(760) 872-1948	2
	(760) 872-4128	1
	(760) 876-4154	1
	(760) 938-2024	1



Appendix 1 – fGTE and fContel Exchange List

Exchanges within the fGTE Local Serving Areas

Alamitos	Grant Grove	Marshall	San Bernardino
Anza D.A.	Guadalupe	Mentone	San Fernando -
Arrowhead	Hemet -	Miramonte - Pinehurst	San Fernando D.A.
Azusa-Glendora	Hemet D.A.	Monrovia	San Gabriel Canyon
Badger	Hi Vista	Moreno	San Jacinto D.A.
Banning-Beaumont	Homeland D.A.	Morgan Hill	Santa Barbara
Calimesa	Homestead Valley	Morongo Valley	Santa Maria
Camarillo	Huntington Beach	Murrieta	Santa Monica-
Carpinteria	Idyllwild	Newbury Park	Santa Monica D.A.
Chino	Indio	Norwalk	Santa Paula
Claremont-San San Dimas	Joshua Tree	Novato	Santa Ynez
Conejo	Kenwood	Ontario	Sepulveda D.A.
Covina-Baldwin Baldwin Park	La Habra	Oxnard	Sierra Madre
Crestline	La Puente	Pacoima D.A.	Somis
Desert Center	Laguna Beach	Palm Desert	Squaw Valley
Desert Hot Springs	Lake Hughes	Palm Springs	Sun City
Diamond Bar	Lakeview - Nuevo	Perris	Sunland - Tujunga
Downey	Lakewood	Pico Rivera	Temecula
Dunlap	Lancaster	Pinyon	Thousand Oaks
Eagle Mountain	Lindsay	Point Mugu	Twentynine Palms
El Rio	Lompoc	Pomona	Upland
Elsinore	Long Beach	Redlands	West Los Angeles
Etiwanda	Los Alamos	Redondo	Westminster
Fowler	Los Gatos	Reedley	Whittier
Gaviota	Malibu	Sage D.A.	Yucca Valley
Granada Hills D.A.	Mar Vista D.A.	Salton City	

Exchanges within the fContel Local Serving Areas

Adelanto D.A.	Crowley Lake	Lemon Cove	Running Springs
Alpaugh	Cuyama	Lenwood	San Joaquin
Apple Valley D.A.	Dos Palos	Linden	San Miguel
Barstow -	El Mirage	Lone Pine	Sanger
Barstow D.A.	Exeter	Lost Hills	Sea Ranch D.A.
Benton Station	Farmington	Lucerne Valley	Sherwood Ranch D.A.
Berrenda Mesa	Fort Irwin	Mad River	Snelling
Big Bear City	Garberville	Mammoth Lakes	Summit Valley
Big Bear Lake	Gilroy	Manteca	Taft
Big Pine	Glennville	McFarland	Timbercove -
Bishop	Hayfork	McKittrick	Tivy Valley
Boron	Hesperia D.A.	Newberry	Trona
Bridgeport	Hoopa	Olancho	Victorville -
Buttonwillow	Independence	Orleans	Victorville D.A.
California City	Inyokern	Parkfield	Weaverville
California Hot Springs	June Lake	Phelan D.A.	Weimar D.A.
Cazadero	Kernville	Piercy	Weldon
Clements	Knights Landing	Pine Creek	Whitethorn
Colfax -	Lake Isabella	Randsburg	Willow Creek
Colfax D.A.	Laytonville -	Ridgecrest	Wrightwood -
Corcoran	Lee Vining	Ripon	Yermo D.A.
Covelo	Leggett	Robbins	



RULE NO. 11

DISCONTINUANCE OF SERVICE

A. Nonpayment of Bills

1. Flat Rate Service (including dedicated facilities), Measured Rate and Message Rate Exchange Services

Flat rate services (including dedicated facilities), measured rate and message rate exchange service of a particular service, separately served and billed, may be temporarily or permanently discontinued for the nonpayment of that bill, providing that bill therefore has not been paid within

Thirty calendar days after presentation, when bills are normally made out yearly;

Fifteen calendar days after presentation, when bills are normally made out monthly;

Seven calendar days after presentation, when bills are normally made out fortnightly;

Four calendar days after presentation, when bills are normally made out weekly.

but in no case less than the above prescribed number of days after the first day of service covered by the bill.

If a balance from a previous bill has not been paid, service may be discontinued prior to the date referred to above. If service is discontinued, restoration will not be made until the charges for which the service has been discontinued have been paid. If service is temporarily disconnected, restoration will not be made until the above charges and the Reconnection Charge specified in Rule No. 5.E. have been paid. Credit worthiness as set forth in Rule No. 5 will also be reevaluated.

All residential customers (excluding Universal Lifeline customers) requesting a payment arrangement that extends beyond their disconnect date will have their toll service blocked, at no charge. Toll service will automatically be restored once the delinquent balance is paid.

The Utility, as a carrier of last resort, may not disconnect basic residential or single line business service, either flat rate or measured rate (basic service as defined in Cal. P.U.C. General Order No. 168) for nonpayment of any charge other than non-recurring or recurring charges for that same service, including government fees and taxes calculated on that service that are remitted to the government.

(N)
|
(N)

Continued

RULE NO. 11

DISCONTINUANCE OF SERVICE

A. Nonpayment of Bills

1. Flat Rate Service (including dedicated facilities), Measured Rate and Message Rate Exchange Services

Flat rate services (including dedicated facilities), measured rate and message rate exchange service of a particular service, separately served and billed, may be temporarily or permanently discontinued for the nonpayment of that bill, providing that bill therefore has not been paid within

Thirty calendar days after presentation, when bills are normally made out yearly;

Fifteen calendar days after presentation, when bills are normally made out monthly;

Seven calendar days after presentation, when bills are normally made out fortnightly;

Four calendar days after presentation, when bills are normally made out weekly.

but in no case less than the above prescribed number of days after the first day of service covered by the bill.

If a balance from a previous bill has not been paid, service may be discontinued prior to the date referred to above. If service is discontinued, restoration will not be made until the charges for which the service has been discontinued have been paid. If service is temporarily disconnected, restoration will not be made until the above charges and the restoration charge covered in Rule No. 5.E. have been paid. Credit worthiness as set forth in Rule No. 5 will also be reevaluated.

All residential customers (excluding Universal Lifeline customers) requesting a payment arrangement that extends beyond their disconnect date will have their toll service blocked, at no charge. Toll service will automatically be restored once the delinquent balance is paid.

(N)
|
(N)

Continued

Advice Letter No. 9093

Issued By

Date Filed JUL 21, 1999
Effective AUG 30, 1999

Director

Decision No.

Regulatory Affairs

Resolution No.

RULE NO. 11

DISCONTINUANCE OF SERVICE - Continued

A. - Continued

3. Toll Service

When a customer's exchange service is temporarily or permanently discontinued as provided for in these Rules, the customer's toll service will also be discontinued.

When a customer fails to pay bills for toll service rendered in connection with a particular exchange service, telephone service may be temporarily or permanently discontinued (except Lifeline service, see Schedule Cal. P.U.C. No. A-22), (N)
provided that the bill therefore has not been paid within (N)

Fifteen calendar days after presentation, when bill are normally made out monthly;

Seven calendar days after presentation, when bill are normally made out fortnightly;

Four calendar days after presentation, when bill are normally made out weekly.

If a balance from a previous bill has not been paid, service may be discontinued prior to the date referred to above. If service is discontinued, restoration will not be made until the charges for which the service has been discontinued have been paid. If service is temporarily disconnected, restoration will not be made until the above charges and the restoration charge covered in Rule No. 5.C. have been paid.

Continued

Advice Letter No. 8584

Issued By

Date Filed NOV 03, 1997
Effective JAN 01, 1998

Decision No.

Regional Director
Regulatory & Industry Affairs

Resolution No.

T-16086

RULE NO. 11

DISCONTINUANCE OF SERVICE - Continued

A. Nonpayment of Bills – Continued

3. Toll Service – Continued

In such a case, if such question or dispute cannot be adjusted with mutual satisfaction, the customer may deposit with the Public Utilities Commission, State of California, Attn: Consumer Affairs Branch, at its office located at, 505 Van Ness Avenue, San Francisco, CA 94102, the amount claimed by the Utility to be due. Deposit checks, money orders, etc. must be made payable to the Public Utilities Commission, State of California. Failure upon the part of the customer to make such deposit within fifteen (15) days after notice by the Utility that such deposit must be made or service may be discontinued, shall warrant the Utility in discontinuing the service without further notice.

B. Former or Concurrent Service

(T)

A customer's telephone service may be temporarily or permanently discontinued for nonpayment of a bill for the same class of service (residence or business) previously or concurrently furnished for that customer at a location served by the Utility, provided said bill is not paid within 15 days after the date of presentation and written notice at the location of the new or existing service.

(T)

|

(T)

C. Directory Advertisement

A customer's telephone service will not be temporarily or permanently discontinued for failure of that customer to pay any charge for directory advertisement.

D. Corrected Bills

If the Utility renders a back bill to a customer for service received which has not theretofore been billed to the customer within a period of ninety days from the date service was rendered, and if the customer has paid bills for service subsequent to the period covered by the back bill and prior to the time of rendering the back bill, then the Utility will not discontinue the customer's service for the failure to pay that back bill if question or dispute cannot be adjusted with mutual satisfaction, the customer may deposit the amount claimed by the Utility to be due with the Public Utilities Commission, State of California, Attn: Consumer Affairs Branch, at its office located at 505 Van Ness Avenue, San Francisco, CA 94102.

Continued

Advice Letter No. 9537A

Issued By

Date Filed JAN 03, 2003
Effective APR 01, 2003

Decision No.

Director
Regulatory Affairs

Resolution No.

RULE NO. 11

DISCONTINUANCE OF SERVICE - Continued

A. 3. - Continued

In such a case, if such question or dispute cannot be adjusted with mutual satisfaction, the customer may deposit with the Public Utilities Commission, State of California, at its office in the State Office Building, 107 South Broadway, Los Angeles 90012, or State Building, San Francisco 94102, the amount claimed by the Utility to be due. Deposit checks, money orders, etc. must be made payable to the Public Utilities Commission, State of California. Failure upon the part of the customer to make such deposit within fifteen (15) days after notice by the Utility that such deposit must be made or service may be discontinued, shall warrant the Utility in discontinuing the service without further notice.

B. Former Service

A customer's telephone service may be temporarily or permanently discontinued for nonpayment of a bill for the same class of service (residence or business) previously rendered at a location served by the Utility, provided said bill is not paid within fifteen days after the date of presentation to the customer.

C. Directory Advertisement

A customer's telephone service will not be temporarily or permanently discontinued for failure of that customer to pay any charge for directory advertisement.

D. Corrected Bills

If the Utility renders a back bill to a customer for service received which has not theretofore been billed to the customer within a period of ninety days from the date service was rendered, and if the customer has paid bills for service subsequent to the period covered by the back bill and prior to the time of rendering the back bill, then the Utility will not discontinue the customer's service for the failure to pay that back bill if questioned or disputed by the customer. In such a case, if such question or dispute cannot be adjusted with mutual satisfaction, the customer may deposit the amount claimed by the Utility to be due with the Public Utilities Commission, State of California, at its office in the State Office Building, 107 South Broadway, Los Angeles 90012, or State Building, San Francisco 94102.

(L) Material formerly shown on 6th Revised Sheet 36
Material omitted now shown on 6th Revised Sheet 35

Continued

Advice Letter No. 4852

Issued By
Spencer C. Herzberger
Vice President
Revenue Requirements

Date Filed FEB 21, 1984
Effective MAR 23, 1984

Decision No.

Resolution No.

RULE NO. 11

DISCONTINUANCE OF SERVICE - Continued

G. Non-Compliance With The Utility's Rules

The Utility may discontinue service if a customer fails to comply with any of the Rules herein, providing such a failure is not remedied within a reasonable time, after due written notice has been given, except as otherwise provided in the Rules.

H. Notice To Customer

Except as provided by these Rules, the Utility will not temporarily or permanently discontinue telephone service to any customer for violation of any rule except upon written notice of at least seven days, such notice to be sent by First Class mail, addressed to the customer and advising the customer of the intention to discontinue, the reasons for the discontinuance and the steps which must be taken to avoid discontinuance. Such notice shall also advise the customer of the provisions of Schedule Cal. P.U.C. Rule No. 12, Disputed Bills and shall advise the customer that he may invoke these provisions if unable to resolve the dispute with the Utility. This notice may be waived in cases of abandonment of premises or service, emergency, or in the event of the discovery of a dangerous condition on the customer's premises, or in the case of the customer's utilizing the telephone service in such a manner as to make it dangerous for occupants of the premises, thus rendering the immediate discontinuance of service to the premises imperative. (C) (C)

The Utility shall not by reason of delinquency in payment discontinue telephone service on any Saturday, Sunday or legal holiday observed by the Utility.

Continued

RULE NO. 11

DISCONTINUANCE OF SERVICE - Continued

G. Non-Compliance With The Utility's Rules

The Utility may discontinue service if a customer fails to comply with any of the Rules herein, providing such a failure is not remedied within a reasonable time, after due written notice has been given, except as otherwise provided in the Rules.

H. Notice To Customer

(T)

Except as provided by these Rules, the Utility will not temporarily or permanently discontinue telephone service to any customer for violation of any rule except upon written notice of at least seven days, such notice to be sent by First Class mail, addressed to the customer and advising the customer of the intention to discontinue, the reasons for the discontinuance and the steps which must be taken to avoid discontinuance. Such notice shall also advise the customer of the provisions of Schedule Cal. P.U.C. Rule No. 12, Disputed Bills and shall advise the customer that he may invoke these provisions if unable to resolve the dispute with the Utility. This notice may be waived in cases of emergency or in the event of the discovery of a dangerous condition on the customer's premises or in the case of the customer's utilizing the telephone service in such a manner as to make it dangerous for occupants of the premises, thus rendering the immediate discontinuance of service to the premises imperative.

(T)

(T)

The Utility shall not by reason of delinquency in payment discontinue telephone service on any Saturday, Sunday or legal holiday observed by the Utility.

Continued

Advice Letter No. 5006

Issued By
Spencer C. Herzberger
Vice President

Date Filed APR 18, 1996
Effective MAY 19, 1996

Decision No. 85-03-017

Revenue Requirements

Resolution No.

RULE NO. 11

DISCONTINUANCE OF SERVICE - Continued

N. Prior Customer Disconnected for Nonpayment of Bills

(N)

1. Residence Service

The Utility may not discontinue or deny service at a premises where services provided to a prior customer were disconnected for nonpayment, except where it is found that the delinquent customer still resides at that same premises.

The Utility may require a written statement from a newly connecting customer stating that the former customer did and does not reside at the same premises provided:

- a. There have been at least two terminations of service at the same premises, within the preceding twelve (12) months, without full payment of delinquent bills, or
- b. The Utility secures evidence that a fraudulent pattern of nonpayment is probable.

In the event that the statement is falsified, the new customer will be held liable for the entire delinquent bill owed the Utility by the previous customer and shall also be liable for a deposit.

2. Business Service

The Utility may not discontinue or deny service at a premises where services provided to a prior customer were disconnected for nonpayment, except where it is found that the delinquent customer still occupies the same premises or is affiliated with the newly connecting customer.

The Utility may require a written statement from a newly connecting customer stating that the former customer at that address was and is not affiliated with the business.

In the event that the statement is falsified the new customer will be held liable for the entire delinquent bill owed the Utility by the previous customer and shall also be liable for a deposit.

(N)

Continued

Advice Letter No. 5006

Issued By
Spencer C. Herzberger
Vice President

Date Filed APR 18, 1986
Effective MAY 19, 1986

Decision No. 85-03-017

Revenue Requirements

Resolution No.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 13

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

FROM: County Administrator

FOR THE BOARD MEETING OF: June 3, 2014

SUBJECT: Confirm Action

DEPARTMENTAL RECOMMENDATION:

Your Board is asked to confirm directions given to the Personnel Director to initiate layoff discussions with employee representatives and authorization of the layoff of 3 positions in the Social Services WRAP Program: Probation Officer II, Senior Social Worker Supervisor II both of which are filled and Social Worker IV, currently vacant.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This is to confirm the direction given to the Personnel Director.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

No financial impact from this action.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>5/28/14</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.) <i>[Signature]</i> Approved: <input checked="" type="checkbox"/> Date <u>5/28/14</u>

DEPARTMENT HEAD SIGNATURE: Kevin Carunchio Date: 5/28/14
 (Not to be signed until all approvals are received) by *[Signature]*
 (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
14

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

FROM: County Administrator

FOR THE BOARD MEETING OF: June 3, 2014

SUBJECT: Personnel Services Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board approve:

- A) Contract Amendment #2 between the County of Inyo and Robert Harrington for the provision of personal services with the following terms: 1) Beginning June 5, 2014, Officer will receive a 5% salary increase to a monthly base salary of \$9,917.00; and, 2) effective July 1, 2014, Officer will receive 80 paid administrative leave hours every fiscal year;
- B) Contract Amendment #2 between County of Inyo and Susanne Rizo for the provision of personal services with the following terms: 1) Beginning June 5, 2014, Officer will receive a 5% salary increase to a monthly base salary of \$9,278.00; 2) effective June 5, 2014, the 5% stipend pay currently being paid for serving as the Regional Director will be included as part of base salary cited above; and, 3) effective July 1, 2014, Officer will receive 80 paid administrative leave hours every fiscal year;
- C) Approve Resolution 2014-_____, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-09, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo" and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

At the conclusion of and negotiations with these department heads, your Board directed Staff to prepare these contract amendments and bring them to your Board for final consideration and action. This is standard contract 202, which outlines all the terms and condition of employment. The administrative leave provision is "use it or lose it" and cannot be cashed out or rolled over.

ALTERNATIVES:

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

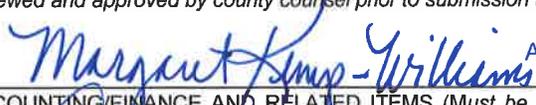
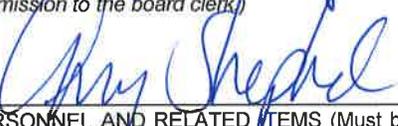
OTHER AGENCY INVOLVEMENT:

County Counsel
Personnel

FINANCING:

Funding for these contracts comes from Non-General Fund sources. The increased costs will be absorbed in the respective departments' FY 2013/14 budgets (Water Department budget unit 024102, and Child Support budget unit 022501), and budgeted in the departments' FY 14/15 budgets.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>5/29/14</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>5/29/14</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: <input checked="" type="checkbox"/> Date <u>05-29-2014</u>

DEPARTMENT HEAD SIGNATURE:

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

 Date: 05-29-2014

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
SUSANNE M. RIZO FOR THE PROVISION OF
PERSONAL SERVICES AS COUNTY OFFICER

WHEREAS, the County of Inyo (hereinafter referred to as "County") and SUSANNE M. RIZO, of Bishop, California (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services, on County of Inyo Standard Contract No. 202, for an indefinite term commencing January 1, 2011 to Termination.

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

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

NOW THEREFORE, County and Officer hereby amend the Agreement as follows, effective June 5, 2014:

Attachment B : Schedule of Fees, Paragraph 1 is amended to read as follows in its entirety:

1. County will pay officer a salary of Nine Thousand, Two Hundred and Seventy-Eight Dollars (\$9,278) per month.
2. While Officer is serving as Regional Director of the Eastern Sierra Child Support Services, County will have base salary increased by 5%. This 5% increase is part of the base salary of Officer.
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 fiscal year. The administrative leave shall have no cash value. "

The effective date of this amendment to the Agreement is June 5, 2014

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

\\ \\ SIGNATURES FOLLOW \\ \\

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
SUSANNE M. RIZO FOR THE PROVISION OF
PERSONAL SERVICES AS COUNTY OFFICER

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

COUNTY OF INYO

OFFICER

By: _____

By:  _____

Dated: _____

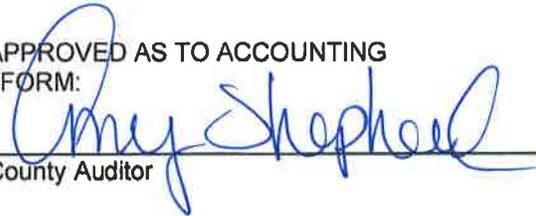
Dated: 5-28-14 _____

APPROVED AS TO FORM AND
LEGALITY:



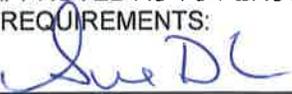
County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Personnel Services

dg/Contract/ElectedOffDeptHds/Rizo.1

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
ROBERT HARRINGTON FOR THE PROVISION OF
PERSONAL SERVICES AS A COUNTY OFFICER

WHEREAS, the County of Inyo (hereinafter referred to as "County") and ROBERT HARRINGTON, of BISHOP, CA (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services dated December 15, 2009 on County of Inyo Modified Contract No. 202, for an indefinite term commencing June 3, 2008.

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

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

County and Officer hereby amend such Agreement effective June 5, 2014 as follows:

Attachment B. Schedule of Fees, Paragraph 1 is amended to read as follows in its entirety:

1. "Subject to Paragraph 4 below, County will pay Officer a salary of Nine Thousand Nine Hundred and Seventeen Dollars (\$9,917.00) per month."

Attachment B. Schedule Fees, Paragraph 5 is hereby added to read as follows in its entirety:

5. "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 fiscal year . The administrative leave shall have no cash value. "

\\\ SIGNATURES FOLLOWS ///

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
ROBERT HARRINGTON FOR THE PROVISION OF
PERSONAL SERVICES AS COUNTY OFFICER

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

COUNTY OF INYO

OFFICER

By: _____

By:  _____

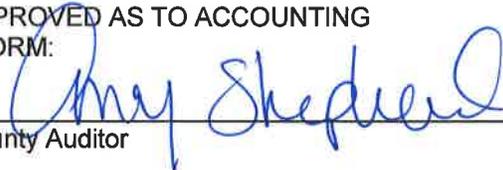
Dated: _____

Dated: 5/28/2014 _____

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Personnel Services

dg/Contract/ElectedOffDeptHds/Rizo.1

RESOLUTION NO. 2014-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, AMENDING RESOLUTION 2006-06 CHANGING SALARY AND/OR
TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN
THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO**

WHEREAS, the Board of Supervisors, pursuant to Government Code Section 25300, shall prescribe the compensation of all County Officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Appointed Officers are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to change the compensation, tenure, appointment and/or conditions of employment for Appointed County Officials;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby amends Article 7a of Resolution 2006-06 to read as follows:

ARTICLE 7. SALARIES

A. Salaries

Appointed Officials shall be paid a monthly salary as set forth in the schedule below:

Appointed Officers	December 5, 2013 thru June 4, 2014	June 5, 2014 and on
Ag Comm/Weights and Measures	\$8,364.00	\$8,364.00
Chief Probation Officer	\$9,592.00	\$9,592.00
Child Support Director	\$8,415.00	\$9,278.00
County Administrator	\$13,465.00	\$13,465.00
County Counsel	\$12,240.00	\$12,240.00
Environmental Health Director	\$8,956.00	\$8,956.00
Health and Human Services Director	\$10,478.00	\$10,478.00
Planning Director	\$9,200.00	\$9,200.00
Public Works Director	\$11,051.00	\$11,051.00
Water Director	\$9,445.00	\$9,917.00

PASSED AND ADOPTED this 3rd of June 3, 2014 following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

15

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: June 3, 2014

SUBJECT: UC Davis Training Contract

DEPARTMENTAL RECOMMENDATION:

Request Board approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in an amount not to exceed \$79,000 for the period of July 1, 2014 through June 30, 2015, contingent upon the Board's adoption of a FY 2014/15 budget; and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo County is part of a training consortium made up of many small and medium sized counties. The consortium pools Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees. UC Davis maintains the best practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these trainings are provided on-site at one of our local facilities, thus reducing travel cost and time away from the office for employees. This year's contract will provide twenty (20) days of on-site eligibility services training throughout the fiscal year. We coordinate and mutually share training, when feasible, with Mono County Social Services as well.

ALTERNATIVES:

The alternative would be not to enter into this training arrangement, which supplies on-site training at no cost to the County. This contract allows our associates to receive on-going, specialized training without spending taxpayer's dollars on travel expenses.

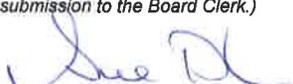
OTHER AGENCY INVOLVEMENT:

We routinely invite others to the trainings where appropriate: Additional Health and Human Services staff, other County staff and community partners.

FINANCING:

State and Federal funding and Social Services Realignment. UC Davis pays the 10% match, and the other 90% of the cost goes through the Social Services claiming process. This expense will be budgeted in Social Services (055800) in Professional Services (5265). No County General Funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>5/12/2014</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>5/13/2014</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>4/25/14</u>
BUDGET OFFICER: <u>N/A</u>	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5-14-14



UC DAVIS EXTENSION
WEB SITE: WWW.EXTENSION.UCDAVIS.EDU

1632 DA VINCI COURT
DAVIS, CA 95618-4852

Agreement #EW-2014-11

Training Services Agreement

This Agreement is made this _____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and INYO COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2014 through June 30, 2015. All courses must be completed by June 30, 2015.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.

6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.

9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

User:

Inyo County
Department of Health and Human Services
163 May Street
Bishop, CA 93514

Additional University:

Center for Human Services
UC Davis Extension
1632 DaVinci Ct
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition;

political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

- 15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
- 16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
- 17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
- 18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
- 19. Governing law. The laws of the State of California shall govern this agreement.
- 20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

INYO COUNTY

By 
 Name _____
 Title _____
 Date 4/10/14

By _____
 Name _____
 Title _____
 Date _____

FEIN: 94-6036494

EXHIBIT A

TRAINING PROGRAM

1. 20.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is	\$ 79,000.00
University's in-kind contribution	\$ 7,900.00
User's share of cost	\$ 71,100.00



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
16

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: June 3, 2014

SUBJECT: Approve Amendment #3 to the Contract with County of Mono for ESAAA Services to Seniors

DEPARTMENTAL RECOMMENDATION:

Request your Board approve Amendment #3 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County resident senior citizens, in the total amount not to exceed \$287,370, resulting in a \$771 increase provided for in the existing contract, for the period of October 1, 2012 through June 30, 2016, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This amendment is coming before you in order to update the FY 13/14 allocation amount with Mono County. Each year the California Department of Aging (CDA) sends out allocations for each Planning and Service Area (PSA). After the allocation is received, Inyo County HHS Staff further breaks down the allocations into what is available for Inyo County and what is available for Mono County based on the percentages that were approved by the Governing Board for the four year plan that is currently in place. With the process of the 3 Month/9 Month budget from CDA this year, there was the ability to rollover the unspent Special Nutrition funds. Additionally, CDA was able to restore a portion of the federal sequestration cuts (a total of \$7,095 was restored for Inyo County) and allocate some One Time Only funds. Mono County's share of the increases is a total of \$771.00. This amendment allows Mono County to use the funds in the current fiscal year.

The exact funding amounts per year for Mono services are as follows:

<u>Fiscal Year</u>
2012/13 (10/1-06/30) = \$59,068
2013/14 = \$74,760
2014/15 = \$76,771
2015/16 = \$76,771

Contingent upon State allocations in future years and any One Time Only funds or Sequestration cuts/restoration, the above amounts could be lower or higher.

ALTERNATIVES:

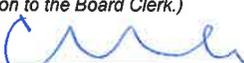
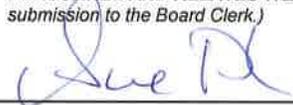
Your Board could choose not to approve this request, resulting in the possibility of Mono County not being able to access the additional funds that are available to them.

OTHER AGENCY INVOLVEMENT:

California Department of Aging

FINANCING:

Funding for this contract comes from California Department of Aging State and Federal Funds. This is budgeted in the ESAAA Budget (683001) in Other County Contributions (5539). No County General Funds.

<u>APPROVALS</u>	
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>5/12/2014</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>5/13/2014</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>4/25/14</u>
BUDGET OFFICER: <u>N/A</u>	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5-14-14

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
County of Mono
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services, of County of Mono (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated September 4, 2012, on County of Inyo Standard Contract No. 116, for the term from October 1, 2012 to June 30, 2016.

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

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

County and Contractor hereby amend such Agreement as follows:

The first sentence of Paragraph 3.D. Limit Upon Amount Payable Under this Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$287,370 (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.

In Attachment B, Agreement Between County of Inyo and County of Mono under the Schedule of Fees, second paragraph, fifth sentence and sixth sentence, the Schedule of fees is amended to read as follows:

The total contract amount for October 1, 2012 through June 30, 2013 is \$59,068 (remaining 3 quarters of the year). The total contract amount for July 1, 2013 through June 30, 2014 is \$74,760 and in future years the annual amount to be reimbursed would be approximately \$76,771.

The effective date of this Amendment to the Agreement is October 1, 2013.

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

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
County of Mono
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

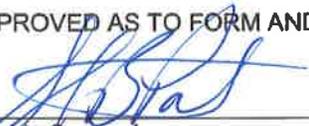
CONTRACTOR

By:  _____
Signature

Jim Leddy
Type or Print

Dated: 4/8/14

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AREA PLAN
Budget Display
Fiscal Year 2013/14
County of Inyo
Eastern Sierra Agency on Aging**

	Mono 3 Month Allocation - Actual Spent	Mono 9 Month Allocation (includes OTO)	Mono Total Allocation
Supportive Services			
Legal			
I&A			
Transportation (86/14)	477	1,419	1,896
Assisted Transportation (75/25) In Home	3,410	10,132	13,542
Total Supportive Services	3,887	11,551	15,438
Congregate Nutrition (85/15)			
Federal Title IIIC1	4,852	15,847	20,699
General Fund C1	1,119	3,358	4,477
C1 Special Nutrition Funds	4,246	7,245	11,491
NSIP C1	370	1,499	1,869
Total Congregate Nutrition	10,587	27,949	38,536
Home-Delivered Meals (90/10)			
Federal Title IIIC2	1,852	5,427	7,279
General Fund C2	1,474	4,421	5,895
C2 Special Nutrition Funds	2,799	1,707	4,506
NSIP C2	614	2,492	3,106
Total Home Delivered Meals	6,739	14,047	20,786
Grand Total - All Funds	21,213	53,547	74,760
Funding Summary			
Federal Funds	11,575	36,816	48,391
State General Fund	2,593	7,779	10,372
Special Nutrition Funds	7,045	8,952	15,997
Total	21,213	53,547	74,760



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

17

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 3, 2014

SUBJECT: FedEx Ground Package System, Inc. lease amendment #1 - Bishop Airport

DEPARTMENTAL RECOMMENDATIONS:

Request the Board approve amendment #1 to the lease dated September 20, 2011 between the County of Inyo and FedEx Ground Package System, Inc. The proposed amendment modifies the existing lease terms by increasing extension option #1 from two years to three years and decreasing the annual inflator from three percent to two percent and; proposes two additional, two year options subject to three percent annual increases.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On September 20, 2011 the County of Inyo entered into a lease with FedEx Ground Package System, Inc. for certain property located at the Bishop Airport. The terms of that lease included initial quarterly payments of \$2,362.50, a three year base period and two options extending the lease for additional two year periods, all subject to three percent annual inflators. The proposed amendment modifies the existing contract as follows:

Proposed Lease Term: 7/1/11-6/30/17 (6 years)

Proposed Rent for period of 7/1/14-6/30/15 = \$2,556.51/quarter (2% increase over current rent of \$2,506.38/quarter)

Proposed Rent for period of 7/1/15-6/30/16 = \$2,607.64/quarter (2% increase over previous year's rent)

Proposed Rent for period of 7/1/16-6/30/17 = \$2,659.79/quarter (2% increase over previous year's rent)

Proposed Extension Options: Two (2) 2-year extension options as follows:

Option 1 for the period of 7/1/17 – 6/30/19 with 3% annual rent increases with notice by 5/31/17.

Option 2 for the period of 7/1/19 – 6/30/21 with 3% annual rent increases with notice by 5/31/19.

ALTERNATIVES:

The Board could choose to direct staff to renegotiate the terms of the proposed amendment.

OTHER AGENCY INVOLVEMENT:

FINANCING:

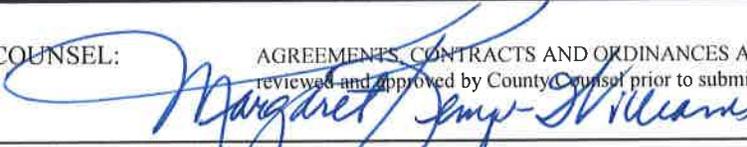
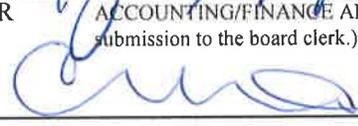
N/A

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 27, 2014

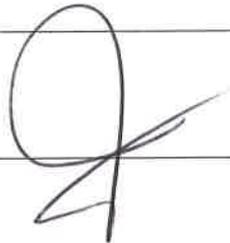
SUBJECT: FedEx Ground Package System, Inc. lease amendment #1- Bishop Airport

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved:  ✓	Date <u>05/22/14</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 <u>5/28/2014</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:

(Not to be signed until all approvals are received)



Date: 5/28/14

AMENDMENT NO. 1

To

**COUNTY OF INYO LEASE OF CERTAIN PROPERTY LOCATED AT
EASTERN SIERRA REGIONAL AIRPORT BY AND BETWEEN
COUNTY OF INYO AND
FED EX GROUND PACKAGE SYSTEM, INC.**

THIS AMENDMENT, entered into this ___ day of ____, 2014 is by and between the **COUNTY OF INYO**, a political subdivision of the State of California (hereinafter referred to as "Inyo County"), and FedEx Ground Package System, Inc., (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, on September 20, 2011, Inyo County and Lessee entered into an Agreement which provided Lessee with the real property (hereinafter referred to as "Leased Premises") located at the Eastern Sierra Regional Airport (hereinafter referred to as "Airport"), and described more particularly as "that certain property".

WHEREAS, County and Lessee 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 Lessee hereby amends such Agreement as follows:

1. SECTION 3. INITIAL TERMS AND OPTIONS

By the terms of the lease, a copy of which is attached to this Amendment as Exhibit "A", the property described therein was leased to Lessee for a term of three (3) years, commencing on July 1, 2011 and ending on June 30, 2014; In addition, to the initial term, there were two (2) options to extend the lease for additional two (2) year periods as follows:

FedEx Ground Package System, Inc.
Amendment No. 1
Lease of that certain property located at
Eastern Sierra Regional Airport

- a. From July 1, 2014 through June 30, 2016; and
- b. From July 1, 2016 through June 30, 2018; all subject to three percent annual inflators.

The proposed amendment modifies the existing contract as follows:

Amend Lease Term: 7/1/11-6/30/17 (6 years)

7/1/14-6/30/15 = \$2,556.51/quarter (2% increase over current rent of \$2,506.38/quarter)

7/1/15-6/30/16 = \$2,607.64/quarter (2% increase over previous year's rent)

7/1/16-6/30/17 = \$2,659.79/quarter (2% increase over previous year's rent)

Extension Options: Two (2) 2-year extension options as follows:

Option 1 for the period of 7/1/17-6/30/19 with 3% annual rent increases with notice by 5/31/17.

Option 2 for the period of 7/1/19-6/30/21 with 3% annual rent increases with notice by 5/31/19.

Therefore, all parties agree to amend the original terms of the lease as stated above.

2. All other terms and conditions of the Agreement are unchanged and remain the same.
3. Lease SECTION 40 (NOTICE) is hereby amended by deleting notice to the Supervisor, General Accounting; and inserting in lieu thereof the following:

FEDEX GROUND PACKAGE SYSTEM, INC.
1000 FedEx Drive
Moon Township, Pennsylvania 15108
Attn: Manager, Lease Administration - #932
FAX #: (412) 859-2655

Inquiries regarding monthly payments:

fxg.lease.admin@fedex.com

Inquiries regarding annual payments and reconciliations:

fxg.lease.rec@fedex.com

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their respective authorized officers on the day and date herein above set forth.

LESSOR

LESSEE

County of Inyo

FedEx Ground Package System, Inc.

By: _____
Clint G. Quilter
Director, Department of Public Works

By: _____
Title: _____

Date: _____

Date: _____

Approved as to form and legality:

County Counsel

Approved as to accounting form and content:



County Auditor

Approved as to insurance and risk management:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER
18

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: June 3, 2014

SUBJECT: Authorization for Intrastate Transportation of Prisoners Agreement with Los Angeles County

DEPARTMENTAL RECOMMENDATION:

1. Request the Board approve the Intrastate Transportation of Prisoners Agreement (Intrastate Agreement) Attachment 1, effective July 1, 2014, or upon execution by the Sheriff of Los Angeles County, whichever is later, through June 30, 2019, for reciprocal transportation of prisoner services by both parties contingent upon adoption of future budgets, and
2. Authorize the Chairperson to sign the agreement (4 copies).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Persons may be arrested or detained in jurisdictions throughout the State of California on the authority of warrants issued from the County. The County is responsible for the transportation of said prisoners from the location where the prisoners are in custody to the County of Inyo. This agreement allows the County of Los Angeles through the Los Angeles County Sheriff's Department, to provide prisoner transport services for the County of Inyo at an agreed upon location. This agreement saves the County in travel time, as we can meet Los Angeles County Deputy Sheriffs at a designated meeting place for the exchange of prisoners.

ALTERNATIVES:

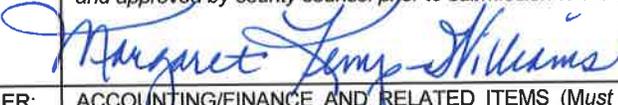
Not approve the agreement. This is not recommended, as the agreement can potentially save on employee time and costs for the transport of prisoners.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's office

FINANCING

Payment to the County of Los Angeles is only due if we have them provide transportation services for us. The fee is spelled out in the agreement. Payment if any would be made from Jail General budget 022900.

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: <input checked="" type="checkbox"/> Date <u>05/18/14</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: <input checked="" type="checkbox"/> Date <u>5/21/2014</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:
(Not to be signed until all approvals are received)  _____ Date: 5/22/14

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND COUNTY OF INYO
FOR INTRASTATE TRANSPORTATION OF PRISONERS**

THIS AGREEMENT, dated _____, 2014, is made by and between the COUNTY OF LOS ANGELES and the COUNTY OF INYO for the performance of intrastate prisoner transportation services by the Los Angeles County Sheriff's Department.

RECITALS

- (a) Persons are frequently arrested or detained in jurisdictions throughout the State of California on the authority of warrants issued from the County of INYO.
- (b) The County of INYO is responsible for the transportation of said prisoners from the location where the prisoners are in custody to the County of INYO. This process involves considerable cost.
- (c) The Los Angeles County Sheriff's Department operates a statewide prisoner transportation system with scheduled weekly trips throughout the State of California.
- (d) The County of INYO is desirous of contracting with the County of Los Angeles for the performance of transportation services by the Los Angeles County Sheriff's Department in or around the State of California, and in or around the County of INYO. The Los Angeles County Sheriff's Department is willing, able, and desires to perform this service.
- (e) An Agreement of this kind is authorized by Section 26775 of the California Government Code of Title 3, Division 2, Part 3, Chapter 2, Article 8.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 AGREEMENT SERVICES

The County of Los Angeles agrees, through the Los Angeles County Sheriff's Department, to provide prisoner transportation services for the County of INYO, specifically for the transportation of said prisoners who are arrested and held within the State of California.

2.0 ADMINISTRATION OF PERSONNEL

2.1 The rendition of the services performed by the Los Angeles County Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County of Los Angeles.

2.2 The rendition of the services performed by the INYO County Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County of INYO.

2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the County of INYO shall be consulted and a mutual determination thereof shall be made by both the Sheriffs of the County of Los Angeles and the County of INYO.

2.4 The County of INYO shall not be called upon to assume any liability for the direct

payment of the Los Angeles County Sheriff's Department salaries, wages, or other compensation to any Los Angeles County personnel performing services hereunder for said County of INYO. Except as herein otherwise specified, the County of INYO shall not be liable for compensation or indemnity to any County of Los Angeles employee or agent of the same for injury or sickness arising out of his/her employment as a contract employee of the County of INYO.

2.5 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County of Los Angeles agrees that the Los Angeles County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 SCOPE OF SERVICES

3.1 The County of Los Angeles, upon request by the County of INYO, will transport prisoners arrested and held by other law enforcement agencies within the State on the authority of warrants issued from the County of INYO to a place mutually agreeable to the parties, either to the County of INYO or to a place on the established statewide route of the Los Angeles County Sheriff's Department's Transportation Bureau.

3.2 Such prisoner transportation services provided by the Los Angeles County Sheriff's Department shall be provided according to the schedules established and maintained by the Los Angeles County Sheriff's Department.

3.3 The County of INYO, upon being notified that one of its prisoners is being held by another law enforcement agency within the State of California, and desiring that such

prisoner be transported to the County of INYO, or to a mutually agreed upon location, by the County of Los Angeles, shall notify the Los Angeles County Sheriff's Department Transportation Bureau. Notification shall be in the form of a printed message via California Law Enforcement Telecommunications System (hereinafter referred to as "CLETS") requesting transportation of specifically identified individuals and will include the prisoner's name, sex, race, age, location held, charge(s) held under, amount of bail, and the name of the Court that issued the warrant for the prisoner's arrest. The message shall indicate any necessary special instructions and identify any security risks and/or potential health and/or safety threats to law enforcement personnel, the public and/or the prisoner to be transported. The message shall also indicate the date of arrest and the date and time that the prisoner will be available for transportation by the County of Los Angeles to the County of INYO or mutually agreed upon location.

3.4 The Los Angeles County Sheriff's Department Transportation Bureau will then send a return message via CLETS to the agency of the County of INYO requesting the transportation services, confirming the receipt of the notification and request for prisoner transportation, and indicating the expected date of delivery of the prisoner to the County of INYO or mutually agreed upon location.

3.5 The County of Los Angeles shall be responsible for the physical custody of County of INYO prisoners commencing upon the acceptance of the prisoners, their property, and their necessary paper work by the Los Angeles County Sheriff's Department transportation personnel from the arresting law enforcement agency.

3.6 The County of Los Angeles hereby reserves the right to refuse to transport any

mentally ill, sick, handicapped, disabled or injured County of INYO prisoner. Such mentally ill, sick, handicapped, disabled or injured prisoner may be transported by the County of Los Angeles, but only upon clearance for such a trip by a medical doctor, which shall be in writing, signed by the authorizing medical doctor. Such medical release form shall also declare whether the prisoner possesses any conditions that require special consideration, treatment, or handling by the Los Angeles County Sheriff's Department transportation personnel, including instructions with regard to medicines, dietary requirements or restrictions, and any other information that is relevant to the health and well being of the prisoner. The medical release form shall be provided to the Los Angeles County Sheriff's Department transportation personnel before the Los Angeles County Sheriff's Department will accept physical custody of the prisoner.

3.7 In the event that a well prisoner transported on behalf of the County of INYO, becomes ill or injured en route, and requires professional medical examination and/or treatment, such fees for examination and/or treatment shall be a proper charge to the County of INYO by means of a supplemental bill issued by and paid to the County of Los Angeles. The County of Los Angeles further reserves the right to refuse to transport any prisoner due to space limitations on transport vehicles or in consideration of overnight custodial accommodations en route to/from Los Angeles County. If the County of Los Angeles refuses to transport a prisoner, it shall immediately notify the County of INYO requesting agency via CLETS of this fact, and the reason therefore.

3.8 The County of Los Angeles will only transport male prisoners sixteen (16) years or older.

3.9 The County of Los Angeles, upon accepting County of INYO prisoners for transportation, shall be responsible for the prisoner's safekeeping while transporting them, and the timely and punctual delivery of said prisoners. Should there be any delay in said delivery, County of Los Angeles shall immediately notify, via CLETS, the County of INYO requesting agency of the delay, the reason therefore, and the expected delivery date of such prisoners.

4.0 INDEMNIFICATION

4.1 County of Los Angeles shall indemnify, defend, and hold harmless the County of INYO, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of Los Angeles's acts and/or omissions arising from and/or relating to this Agreement.

4.2 County of INYO shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of INYO's acts and/or omissions arising from and/or relating to this Agreement.

5.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2014, or upon execution by the Sheriff of Los Angeles County, whichever is later, and shall terminate June 30, 2019,

unless sooner terminated or extended in whole or in part as provided in this Agreement.

6.0 RIGHT OF TERMINATION

6.1 The County of Los Angeles or the County of INYO may terminate this Agreement upon sixty (60) days advance written notice to the other party.

6.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations that would otherwise accrue subsequent to the date of termination.

7.0 BILLING RATES

7.1 The County of INYO shall pay for such service or services as are required and requested by County of INYO and provided by County of Los Angeles under this Agreement during the Term of this Agreement at the following rates or combinations thereof, plus such additional amounts as determined by the County of Los Angeles Auditor-Controller that will reflect any amendment to the Los Angeles County Salary Ordinance related to salaries and employee benefits adopted by the Board of Supervisors of Los Angeles County, and departmental, divisional, bureau, and Countywide indirect expenses, applicable services and supplies, and bus maintenance costs.

7.2 The County of INYO shall pay for the services provided under the terms of this Agreement at the rates established by the Los Angeles County Auditor-Controller from time to time:

BILLING RATES FOR FY 2014-15

Cost per prisoner, per mile \$0.71

Cost per meal \$6.17

In addition, if significant deputy sheriff's time is spent by Los Angeles County Sheriff's Department transportation personnel booking or picking up County of INYO prisoners, an hourly rate of \$66.56 per service hour will be added to the regularly computed service charge.

7.3 The foregoing rates shall be readjusted by the Los Angeles County Auditor-Controller annually, effective July 1 of each year, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of Los Angeles County. The annual rate readjustment shall be reflected in an Amendment to the Agreement, executed by authorized individuals of the County of Los Angeles and County of INYO.

7.4 The County of INYO shall be notified of the new rates established by the Los Angeles County Auditor-Controller. If the cost of providing the service changes at any time, the County of INYO shall be notified of each such change in writing and the new rate shall be effective on the first day of the calendar month following such a notice. Any readjusted rates shall be reflected in an Amendment to the Agreement, executed by authorized individuals of the County of Los Angeles and County of INYO.

8.0 PAYMENT PROCEDURES

8.1 The County, through the Sheriff of Los Angeles County, shall render to the County of INYO within ten (10) days after the close of each calendar month a

summarized invoice which covers all services performed during said month, and the County of INYO shall pay Los Angeles County for all undisputed amounts within sixty (60) days after date of said invoice.

8.2 If such payment is not delivered to the County of Los Angeles office which is described on said invoice within sixty (60) days after the date of the invoice, the County of Los Angeles is entitled to recover interest thereon. For all disputed amounts, the County of INYO shall provide County of Los Angeles with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.

8.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of County of Los Angeles and County of INYO.

10.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be

null and void.

11.0 AUTHORIZATION WARRANTY

11.1 County of INYO represents and warrants that the person executing this Agreement for County of INYO is an authorized agent who has actual authority to bind the County of INYO to each and every term, condition, and obligation of this Agreement and that all requirements of County of INYO have been fulfilled to provide such actual authority.

11.2 County of Los Angeles represents and warrants that the person executing this Agreement for County of Los Angeles is an authorized agent who has actual authority to bind the County of Los Angeles to each and every term, condition, and obligation of this Agreement and that all requirements of County of Los Angeles have been fulfilled to provide such actual authority.

12.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid,

addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to County of Los Angeles shall be addressed as follows:

Los Angeles County Sheriff's Department

Attn: Statewide Sergeant

Address 441 Bauchet Street

Los Angeles, Ca 90012

Phone (213) 974-4565

Fax (213) 974- 4367

Notices to County of INYO shall be addressed as follows:

County of INYO

Attn:

Address 550 S Clay Street

Independence, CA 93526

Phone (760) 878-0370

Fax

14.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16.0 ENTIRE AGREEMENT

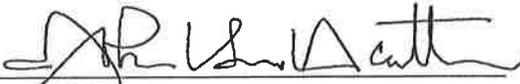
This Agreement, and any Attachments and Amendments thereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0, Amendments, of this Agreement and duly executed by authorized personnel of County of Los Angeles and County of INYO.

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND COUNTY OF INYO
FOR INTRASTATE TRANSPORTATION OF PRISONERS**

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and the County of INYO has caused this Agreement to be executed on its behalf by its authorized officer on the dates indicated below.

COUNTY OF LOS ANGELES

Dated: _____

By 
John L. Scott
Sheriff

COUNTY OF INYO

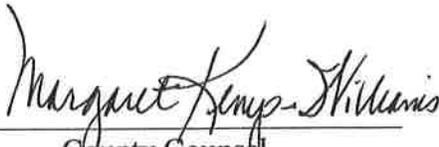
Dated: _____

By _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
COUNTY OF LOS ANGELES
JOHN F. KRATTLI
County Counsel

By 
Senior Deputy County Counsel

APPROVED AS TO FORM:
COUNTY OF INYO
COUNTY COUNSEL

By 
County Counsel



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: Public Works Department

FOR THE BOARD MEETING OF: May 27, 2014

SUBJECT: Approve Amendment No. 8 to the contract for engineering services with Eastern Sierra Engineering of Reno, Nevada (ESE).

DEPARTMENTAL RECOMMENDATIONS:

Request that your Board:

1. Amend the FY 2013-2014 Road Budget Unit 034600 by increasing estimated revenue in Object Code 4961, Reimbursed Expenses, by \$596,679.00, and increasing appropriations in Object Code 5265, Professional and Special Services, by \$596,679.00 for environmental services for the 2013 Emergency Storm Damage Openings and for engineering design services for Permanent Restoration of a portion of Trona Wildrose Road;
2. Amend the FY 2013-2014 State-Funded Roads Budget Unit 034601 by increasing estimated revenue in Object Code 4555, Federal Grants by \$85,000, and increasing appropriations in Object Code 5738, Ed Powers Bicycle Lanes, by \$85,000;
3. Approve Amendment No. 8 to County of Inyo Standard Contract No. 156 between the County of Inyo and ESE for engineering services in amounts not to exceed:

Road	Service	Consultant Cost
Environmental Assistance for 2013 Storm-Damaged Roads;	Additional Environmental Services	\$429,420.00
Permanent Restoration of a portion of Trona Wildrose Road	Engineering and Construction Support Services	\$92,596.00
Ed Powers Bicycle Lane Project	Engineering and Construction Support Services	\$73,948.00
South Bishop Resurfacing Project	Pavement Investigation Services	\$14,475.00
Sunland Drive Bicycle Lanes Project	Pavement Investigation Services	\$14,475.00
	Total	\$624,914.00

The costs for these five projects will increase the total contract amount by \$624,914.00, from \$693,097.78 to \$1,318,011.78.

4. Authorize the chairperson to execute Amendment No. 8, contingent upon obtaining appropriate signatures, upon adoption of future budgets, and, for the Ed Powers Bicycle Lane Project, upon Local Transportation Commission approval of the Public Works Department's request to use \$85,000 in TEA Exchange Funds to fund consultant and Public Works staff costs for the project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

ESE is currently providing engineering services for various public works projects on an as-needed basis. Amendment No. 8 to ESE's contract is for:

1. Environmental documents and studies required for the 2013 Storm Damage Emergency Openings;
2. Engineering design and plan preparation for paving the southern portion of Trona Wildrose Road that was severely damaged during the July 2013 storm;
3. Engineering design, plan preparation, construction support, and materials testing for the Ed Powers Road Bicycle Lane Project;
4. Pavement investigation services and pavement section design for the Sunland Drive Bicycle Lanes Project, and;
5. Pavement investigation services and pavement section design for the South Bishop Resurfacing Project.

2013 Storm Damage Emergency Opening (Internal Project Numbers TR 13-037 [Saline Valley, Horseshoe Meadows, and Olancha Darwin Roads]; TR-13-038 [Death Valley Road]; TR 13-039 [Cerro Gordo and Whitney Portal Roads]; and TR 13-040 [Waucoba Saline Road])

During July 2013, severe thunderstorms caused flash flooding that damaged several Inyo County roads. Desert roads in the eastern part of the county were the most severely affected, along with some of the mountain roads. On September 30, 2013 Governor Brown proclaimed a State of Emergency (Proclamation) to exist within Inyo County because of the storms. The Proclamation allows Inyo County to be reimbursed by the Federal Highway Administration (FHWA) Emergency Relief federal funds for highway repairs related to storm damage.

Projects receiving federal aid funds must comply with the National Environmental Policy Act (NEPA). The FHWA Emergency Relief Program for Emergency Openings allows for activities necessary to open the roads to occur prior to preparation of the environmental documents needed for NEPA compliance. Emergency Opening work has already been completed on Trona Wildrose, Panamint Valley, Saline Valley, Waucoba-Saline, Death Valley, Olancha Darwin, Cerro Gordo, Horseshoe Meadows, and Whitney Portal Roads. The most severely damaged road, Trona Wildrose Road, must be repaved from Indian Ranch Road south for 2.5 miles. Repaving is regarded as Permanent Restoration work by the FHWA, and environmental documents must be prepared prior to the repaving work. ESE's initial scope of work for environmental studies for Trona Wildrose and Panamint Valley Roads was estimated at \$285,432.00 for these services. After site visits, and further review, ESE is requesting an additional \$429,420.00 to complete the additional environmental studies and permitting needed for the other roads.

Design of Permanent Restoration of Trona Wildrose Road (Internal Project Number TR 13-044)

The asphalt concrete pavement on the 2.5-mile section of Trona Wildrose Road was severely undercut, in places by as much as three feet; the roadway shoulders were completely washed away; and the flood waters pushed rocks up through the pavement. During Emergency Opening activities performed by the Inyo County Road Department, the pavement was removed, the roadway was overexcavated by approximately 8 inches, and Class 2 aggregate base was installed and compacted. The road was then opened to traffic.

The Permanent Restoration Project will include corrective grading work to restore roadway smoothness and any damage caused to the base layer by traffic passage after Emergency Opening Work; any needed corrections to grade to improve drainage characteristics; installation of 2 to 3 inches of hot-mix asphalt; installing shoulder backing; and painting centerline striping.

Installing hot-mix asphalt is considered to be Permanent Restoration by the FHWA Emergency Relief Program. This work cannot be performed by the Inyo County Road Department. The work must be competitively bid, and a contract for the work must be awarded to a construction company. Plans and specifications for the work must be developed in order to advertise and construct the project. ESE will design, prepare plans and specifications, provide construction support, construction staking, and perform materials testing during construction for the Permanent Restoration repaving of 2.5 miles of Trona Wildrose Road. Time is of the essence in completing this project to insure that the road is not damaged further by any storms occurring during the summer of 2014.

ESE is requesting \$92,596.00 for engineering design and construction support services for Permanent Restoration of Trona Wildrose Road.

Design of Ed Powers Road Bicycle Lanes Project (Internal Project Number (TR 12-032))

Ed Powers Road is a high-speed rural road that is popular with bicyclists. The speed creates a possibility of dangerous vehicle versus bicycle collisions. Ed Powers Road is part of a group of roads that link several outlying rural neighborhoods with the downtown core of Bishop. The roads also connect to roads in the Round Valley area that provide excellent loop recreational ride possibilities. The installation of bicycle lanes will provide increased safety and also make the roadway more appealing to beginner and intermediate bicyclists.

The project will install 4-foot wide bicycle lanes on both sides of the road on what are now dirt shoulders. The dirt shoulders will be overexcavated by 8 inches to accommodate 2 inches of hot-mix asphalt on 6 inches of Class 2 aggregate base. New shoulder backing will be installed, and bicycle lane striping, pavement markings, and signs will be installed. ESE will design, prepare plans and specifications, provide construction support, construction staking, and perform materials testing during construction of the Ed Powers Bicycle Lanes Project.

ESE is requesting \$73,948.00 for engineering design and construction support services for the Ed Powers Road Bicycle Lanes Project.

Pavement Investigation Services for the Sunland Drive Bicycle Lanes Project (Internal Project Number TR 12-002) and the South Bishop Resurfacing Project (Internal Project Number TR-09-001)

The Public Works Department engineering staff is currently working on the design of the Sunland Drive Bicycle Lanes Project and the South Bishop Resurfacing Project. The South Bishop Resurfacing Project consists of reconstructing the existing pavement on Sunland Drive from the intersection with U.S. 395 to West Line Street, and the eastern portion of Indian Reservation Road from the intersection with U.S. 395 to Sunland Drive, and installing a 2-to 3-inch hot-mix asphalt overlay on the western portion of Sunland Indian Reservation Road from the intersection of Sunland Drive to the intersection of Schober Lane. Shoulder backing and centerline striping will also be installed. The Sunland Drive Bicycle Lanes Project will consist of widening the paved portion of the roadway to accommodate 4-foot wide bicycle lanes on both sides of the roadway from the intersection of U.S. 395 to the intersection with West Line Street. The widened portions of the roadway will be paved with a 2- to 3-inch thick section of hot-mix asphalt, and bicycle lane striping, pavement markings, and roadway signage will be installed. The proposed bikeway serves several purposes and needs. It will:

1. Provide an alternative commute route for bicyclists from Wilkerson neighborhoods to the Bishop city center,
2. Provide a link in the north-south alternate to through bicycle riders on U.S. Highway 395 who are looking to avoid the congestion of the Bishop downtown area,
3. Access several loop bicycle rides for Bishop area bicycle recreationalists on other low volume County roadways (these loops are described in the Inyo County Collaborative Bikeways Plan),
4. Serve as a gap closure to existing bicycle lane segments on Gerkin Road with bicycle lane segments on West Line Street.
5. Provide increased safety and comfort for bicyclists along a high speed rural road.

These two projects are programmed in different funding sources but will be designed and constructed as one project. This will lessen the potential for design inconsistencies and produce a better quality, less expensive project.

ESE is requesting a total of \$28,950.00 (\$14,475.00 for each project) for pavement investigation services for the South Bishop Resurfacing Project and the Sunland Drive Bicycle Lanes Project.

ALTERNATIVES:

The Board could choose not to approve ESE's Amendment No. 8. This is not recommended because:

1. Environmental services for the 2013 Storm Damage Emergency Opening: Environmental studies for NEPA compliance are required as a condition of receiving federal funding. If these studies are not performed, federal funding for the emergency opening of affected County roads could not be accessed. The Public Works Department does not have staff who are qualified to conduct environmental studies;
2. Design of Permanent Restoration of Trona Wildrose Road: Time is of the essence in completing this project to ensure that the road is not damaged further by any storms occurring during the summer of 2014. Using ESE to design the project will ensure that the Public Works Department staff can complete other projects they are working on that are not eligible for state or federal funding;
3. Design of Ed Powers Road Bicycle Lanes Project: ESE provided design services for the Ed Powers and Red Hill Roads reconstruction project that was completed during 2009. Therefore, they have the AutoCAD design files for the project, and can complete the Bicycle Lane Project efficiently, freeing up Public Works staff time to complete other projects.
4. Pavement Investigation Services for the Sunland Drive Bicycle Lanes Project and the South Bishop Resurfacing Project: Pavement investigation is necessary to ensure that any adverse site conditions are identified prior to construction, and for design of the pavement structural section. The Public Works Department does not have the certified personnel or laboratory necessary to perform this work.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to ESE
County counsel to review Amendment No. 8 and this agenda item
Caltrans to reimburse the County for project costs as described below

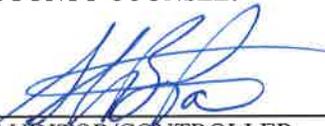
FINANCING:

Environmental services for the 2013 Storm Damage Emergency Opening, and engineering design for Permanent Restoration of Trona Wildrose Road: Emergency Opening and Permanent Restoration of storm damaged roads is 88.53 percent reimbursable with federal funds by the FHWA. The remaining 11.47 percent will be state-funded through the Office of Emergency Services. ESE's costs will be paid through Budget Unit 034600, Road, Object Code 5265, Professional and Special Services.

Design of the Ed Powers Bicycle Lanes Project will be funded by the federal Transportation Enhancement (TE) Program, with the match funded by Toll Credits. These funding sources will reimburse the county for 100 percent of the project, including project management, surveying, environmental studies, engineering, construction, and construction engineering. ESE's and Public Works staff costs will be paid through Budget Unit 034601, State Funded Roads, Object Code 5738, Ed Powers Bicycle Lanes.

Pavement Investigation for the South Bishop Resurfacing Project and the Sunland Drive Bicycle Lanes Project will be funded by the State Transportation Improvement Program with the match funded by Toll Credits. These funding sources will reimburse the county for 100 percent of the project, including project management, surveying, environmental studies, engineering, construction, and construction engineering. ESE's and Public Works staff

costs for the South Bishop Resurfacing Project and the Sunland Drive Bicycle Lanes Project will be paid through Budget Unit 034601, State Funded Roads, Object Codes 5729 and 5737, respectively.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Council prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>5/19/14</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>5/20/2014</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:
(Not to be signed until all approvals are received)  Date: 5/20/14

COUNTY ADMINISTRATIVE OFFICER:  Date: 5-29-2014

**AMENDMENT NUMBER 8 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Eastern Sierra Engineering of Reno, Nevada (hereinafter referred to as "Consultant"), have entered into an Agreement for the Provision of engineering services dated June 15, 2012, on County of Inyo Standard Contract No. 156, for the term from June 15, 2012 to June 15, 2015.

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

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

"The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed One Million, Three Hundred Eighteen Thousand, Eleven Dollars and Seventy-Eight Cents (\$1,318,011.78) (hereinafter referred to as "Contract limit")."

2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for *Environmental Assistance for 2013 Storm Damaged Roads; Engineering Design and Construction Support Services for Permanent Restoration of a portion of Trona Wildrose Road; Engineering Design and Construction Support Services for the Ed Powers Bicycle Lanes Project; and Pavement Investigation Services for the South Bishop Resurfacing and Sunland Drive Bicycle Lanes Projects* as described in Eastern Sierra Engineering's (ESE's) proposals which are included in Attachment A-8 to the Contract.
3. The rates for the scope of work described in Attachment A-8 to the Contract shall be the rates described in ESE's proposals, which are included in Attachment A-8 to the Contract.

The effective date of this amendment to the Agreement is May 20, 2014.

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

**AMENDMENT NUMBER 8 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, 2014.

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND

LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

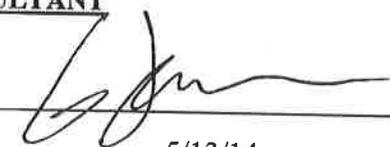
APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

CONSULTANT

By:  _____

Dated: 5/13/14

Taxpayer's Identification Number:

20-0986439

ATTACHMENT A-8
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES

TERM:

FROM: June 15, 2012 **TO:** June 15, 2015

SCOPE OF WORK:

The scope of work described in the original Contract, dated June 15, 2012, shall be revised to include the additional tasks required for *Environmental Assistance for 2013 Storm Damaged Roads; Engineering Design and Construction Support Services for Permanent Restoration of a portion of Trona Wildrose Road; Engineering Design and Construction Support Services for the Ed Powers Bicycle Lanes Project; and Pavement Investigation Services for the South Bishop Resurfacing and Sunland Drive Bicycle Lanes Projects* as described in Eastern Sierra Engineering's (ESE's) proposals which are included in this Attachment A-8 to this Amendment No. 8.



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4515 Towne Drive
Reno, NV 89521-9696
www.esenr.com

CIVIL ENGINEERING & CONSTRUCTION SERVICES

April 29, 2014

13.1.41

Lynn Flanigan, P.E.
Senior Engineer
Inyo County Public Works Department
P.O. Box Q
Independence, CA 93526

RE: REVISED Additional Scope of Work: Environmental Assistance for Storm-Damaged Roads in Inyo County

Dear Lynn,

Eastern Sierra Engineering (ESE) is pleased to provide this REVISED proposal for Additional Environmental Assistance to Inyo County for Storm Damaged Roads in Inyo County. This proposal is provided in addition to our proposal dated February 14, 2014. This scope and budget covers the environmental fieldwork, reporting and permitting for the remaining eight roads:

- | | |
|---------------------------|---|
| 1. Saline Valley Road | 5. Olancha/Darwin Road |
| 2. Waucoba Saline Road | 6. Whitney Portal Road |
| 3. Horseshoe Meadows Road | 7. Death Valley Road (near Nunn Mountain) |
| 4. Cerro Gordo Road | 8. Death Valley Road (near Crankshaft) |

This proposal adds scope and budget to Task 1 of our initial scope of work and adds Task 5 to our initial scope of work. Task 1 covers coordination with the County, Caltrans, and other government agencies related to additional fieldwork and reporting added under this scope. Task 5 includes the anticipated fieldwork and reporting for the remaining eight roads. The scope and budget for Task 1 and Task 5 is based on Panorama's discussions with Caltrans related to fieldwork and reports that Caltrans will likely require for the road repairs. This scope does not modify Tasks 2 through 4 in the initial scope of work.

Panorama, under contract to ESE, will assist with the environmental review necessary for completion of this work.

Task 1: Coordinate Environmental and Engineering Tasks

Task 1 includes coordination with the County and involved agencies regarding project descriptions, project deliverables, and project schedules, as well as coordination with other state and federal agencies for work taking place on their lands. Panorama has identified the landowning agencies as the Bureau of Land Management (BLM), the National Park Service (NPS), the U.S. Forest Service (USFS), and the California State Lands Commission (CSLC).

ESE estimates an additional \$3,000 for project coordination.
See Panorama's attached scope of work for additional information and assumptions.

Task 5: Conduct Environmental Field Work and Caltrans Studies

This task would include performing environmental studies needed for NEPA compliance for the roads listed above. Panorama met with the County and Caltrans to discuss potential fieldwork and study needs for each of the roads to support Categorical Exclusions (CEs) with studies under NEPA. Panorama will prepare environmental studies to fulfill Caltrans' requirements in accordance with guidelines in the Caltrans Standard Environmental Reference (SER).

See Panorama's attached scope of work for additional information and assumptions.

Schedule

Panorama will begin the field work as soon as feasible upon receipt of notice to proceed and pending Caltrans' approval of the relevant PES forms and issuance of NEPA CEs with environmental commitments and study and reporting requirements for each road.

See Panorama's attached scope of work for additional information and assumptions.

Fees

ESE proposes to complete the services as outlined in this proposal on a time and materials not-to-exceed basis by task as shown below*:

Task Description	Estimated Fees
Task 1.0 Coordinate Environmental and Engineering Tasks	\$32,945
Task 5.0 Conduct Environmental Fieldwork and Reporting (Base Cost)	\$249,400
Base Total	\$282,345
Maximum Optional Cultural Tasks	\$101,192
Maximum Optional Biological Tasks	\$21,111
Maximum Optional Permitting Coordination Task	\$24,772
Maximum Total with Optional Tasks	\$429,420

*See Panorama's attached scope of work for detailed breakdown of task and optional task descriptions.

The estimated not-to-exceed amount would not be surpassed without your written authorization.

Also included with this proposal is a Memorandum from Panorama to ESE dated April 25, 2104, explaining the differences between the original supplemental scope and the revised supplemental scope.

ESE appreciates the opportunity to provide this proposal and we look forward to working with Inyo County on this project. We trust this provides the information you require at this time. Please do not hesitate to contact me at (775) 828-7220 extension 202 if you have any questions or require additional information.

Sincerely,
Eastern Sierra Engineering, P.C.



Debbie Davis Jenkins, P.E.
Senior Engineer
CA PE C 57235

Attachments – ESE Schedule of Charges
Panorama Proposal
Panorama Memorandum dated 4/25/14



2014 STANDARD RATES FOR TECHNICAL SERVICES

I. Personnel

Charges will be made at the following rates for time spent in project management, consultation or meetings related to the project, conducting field inspections, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

A. Professional Services

President	\$170.00/hour
Principal Engineer	\$135.00/hour
Project Manager	\$120.00/hour
Senior Engineer	\$120.00/hour
Project Engineer/Designer	\$105.00/hour
Staff Engineer/Designer	\$100.00/hour

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	\$100.00/hour
Technician/Inspector (Prevailing Wage)	\$95.00/hour
Senior Technician/Inspector (Regular Wage)	\$85.00/hour
Technician/Inspector (Regular Wage)	\$80.00/hour

II. Expenses

A. Expenses

Transportation	Current IRS Standard Mileage Rate
Supplies & Shipping	Cost plus 15%

B. Equipment

Coring per core	\$20.00/each
Pachometer	\$7.50/hr
Torque Wrench	\$25.00/day
Skidmore	\$25.00/day

III. Subcontracts

Subcontract services will be invoiced at cost plus 10%

IV. Laboratory Testing

<u>Tests</u>	<u>Unit Price/Test</u>
<i>Index Tests</i>	
Moisture Content (ASTM D2216)	\$20.00
Moisture Content and Dry Density	\$35.00
Atterberg Limits (ASTM 4318)	\$85.00
<i>Particle Size Analysis</i>	
Sieve	\$90.00
Minus #200 (ASTM D 1140)	\$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	\$200.00
<i>Specific Gravity</i>	
Soils (ASTM D 854)	\$80.00
Fine Aggregate w/ Absorption (ASTM C128)	\$80.00
Coarse Aggregate w/ Absorption (ASTM C 127)	\$75.00
<i>Moisture-Density Relations</i>	
Standard Proctor (ASTM D 698)	\$165.00
Modified Proctor (ASTM 1557)	\$165.00
Compaction Check Point	\$55.00
Rock Correction per Test	\$75.00
<i>Aggregate Testing</i>	
Clay Lumps and Friable Particles (ASTM C 142)	\$75.00
Flat and Elongated	\$100.00
Fractured Faces (Nev T 230)	\$80.00
Sand Equivalent (ASTM D 2419)	\$75.00
Organic Impurities (ASTM C40)	\$50.00
Dry Unit Weight of Aggregates (ASTM C 29)	\$60.00
Sodium Soundness of Aggregates (ASTM C88)	\$60.00/ per fraction
Los Angeles Rattler (ASTM C 131)	\$130.00
Durability Index, coarse and fine	\$160.00
Cleanness	\$140.00
<i>Other Testing</i>	
R-Value Untreated Field Sample (ASTM D2844)	\$250.00
<i>Concrete Testing</i>	
Compression of Concrete Cylinder (ASTM C39)	\$25.00
Compression of Grout Cylinder (UBC 24-28)	\$20.00
Compression of Mortar Cylinder (UBC 24-22)	\$20.00
Hold Cylinder (cured not tested)	\$12.00
Concrete Trial Batch	\$550.00

Asphalt Concrete Testing

Bitumen Content by Ignition	\$100.00
Bitumen Content by Solvent Extraction	\$140.00
Aggregate Gradation	\$80.00
Hveem Stability and Compaction (ASTM D1560/1561) each	\$75.00
Marshall Stability and Flow (ASTM D1559)	\$220.00
Maximum Theoretical Specific Gravity (Rice ASTM D2041)	\$90.00
Unit Weight of Asphalt Core (ASTM D2726)	\$25.00
Swell of Bituminous Mixtures	\$150.00
Moisture Content of Asphalt Mixture	\$40.00
Effects of Moisture on AC Mixtures (ASTM D4867, AASHTO T283)	\$1,200.00
Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324)	\$1,400.00
Moisture Vapor Susceptibility	\$150.00
Hot Mix Asphalt Mix Design (Marshall, Hveem and Superpave)	upon request

Miscellaneous

Saw Cutting per hour (PCC, AC, and Masonry)	\$55.00
H2O Analysis, Chloride, and Sulfate Content	\$145.00

-Laboratory test unit prices are based on the average running time required for each test. Any special research or unusual sample preparation will be based upon hourly personnel charges plus the unit price of the test.

-All samples will be discarded thirty (30) days after submission of our final report, unless otherwise directed by the client. Upon request, Eastern Sierra Engineering will return the samples to the client or keep them for the client for an agreed upon monthly fee.

-Any testing required that is not covered by this fee schedule will be contracted by an outside firm and the fee will be cost plus 10%.

-Inspection and materials testing technician services are billed portal to portal from the laboratory.

-Overtime rates of time and one-half or Double Time will be charged at the appropriate rate. Overtime is defined as any hour of services provided in excess of 8 hours in a single day or any hour of service provided on a Saturday or Sunday

ADDITIONAL SCOPE OF WORK: ENVIRONMENTAL ASSISTANCE FOR STORM-DAMAGED ROADS IN INYO COUNTY

INTRODUCTION AND BACKGROUND

Panorama Environmental, Inc. (Panorama) has prepared this scope of work and budget to augment its initial scope and budget for environmental assistance for storm-damaged roads in Inyo County. Under our initial scope of work, Panorama is preparing Preliminary Environmental Study (PES) forms for ten roads. The analysis in the PES forms will ultimately identify the required fieldwork and studies that need to occur for each road to satisfy the California Department of Transportation's (Caltrans') National Environmental Policy Act (NEPA) documentation requirements. The initial scope also addresses environmental field work, reporting and permitting for only two of those ten roads (Trona Wildrose Road (South of Panamint) and Panamint Valley Road), per the County's direction. This proposed scope and budget would modify the initial scope and budget contemplated under Panorama's contract with Eastern Sierra Engineering (ESE), dated March 17, 2014. This augmented scope and budget covers the environmental fieldwork, reporting, and permitting for the remaining eight roads:

1. Saline Valley Road
2. Waucoba Saline Road
3. Horseshoe Meadows Road
4. Cerro Gordo Road
5. Olancho/Darwin Road
6. Whitney Portal Road
7. Death Valley Road (near Nunn Mountain)
8. Death Valley Road (near Crankshaft)

This scope adds scope and budget to Task 1 of our initial scope of work and adds Task 5 to our initial scope of work. Task 1 covers coordination with ESE, the County, Caltrans, and other government agencies related to additional fieldwork and reporting added under this scope. Task 5 includes the anticipated fieldwork and reporting for the remaining eight roads. The scope and budget for Task 1 and Task 5 is based on Panorama's discussions with Caltrans related to fieldwork and reports that Caltrans will likely require for the road repairs. This scope does not modify Tasks 2 through 4 in the initial scope of work.

This scope of work does not include preparation of California Environmental Quality Act (CEQA) documentation for the road repairs because it is assumed that the activities are categorically exempt under the Class 1 (Existing Facilities) exemption or are statutorily exempt as emergency projects. It is assumed the County will prepare Notices of Exemption under CEQA for each project.

SCOPE OF WORK

Task 1: Coordinate Environmental and Engineering Tasks

Task 1 includes coordination with the County, ESE, and involved agencies regarding project descriptions, project deliverables, and project schedules, as well as coordination with other state and federal agencies for work taking place on their lands. Panorama has identified the land-owning agencies as the Bureau of Land Management (BLM), the National Park Service (NPS), the U.S. Forest Service (USFS), and the California State Lands Commission (CSLC).

Task 1.1: Coordination with ESE

Panorama will keep in close communication with ESE on the completion of the work under this scope and will provide biweekly status updates on the project.

Task 1.2: Coordination with Inyo County

Panorama will provide ongoing coordination with the County, provide progress and issue updates, make data requests, and provide general project management. Coordination with County staff in public works will be key in completing Task 5, as knowing the specific nature of work completed on sites will inform the reporting and the County's permitting obligations.

Task 1.3: Coordination with Other State and Federal Agencies

Some portions of the road segments are located on lands managed by the BLM, CSLC, NPS (Death Valley National Park), and the USFS. We are assuming that these agencies will not require additional CEQA or NEPA compliance effort because most work is within an existing right-of-way (ROW) held by the County and the work is categorically or statutorily exempt. Panorama will coordinate with the agencies and their cultural and biological specialists prior to conducting field work to ensure that their concerns are addressed. Panorama will also coordinate with the agencies to address their concerns for the portion of work within their ROWs, solicit comments on the scope of studies, and solicit comments on draft reports (if requested by the agencies).

Task 1.3.1: Prepare Notices to National Park Service

Panorama will prepare up to two letters to send to the NPS (Death Valley National Park) regarding work performed on the following roads on NPS land:

- Death Valley Road (near Crankshaft and near Nunn Mountain)
- Saline Valley Road and Waucoba Saline Road

Caltrans stated the letters should inform the NPS of work completed and provide the NPS a defined comment period. The letter will also document that any imported material was weed free and that other measures were implemented to prevent introduction of invasive species to the project areas.

Assumptions

- Panorama will participate in up to ten additional telephone conference calls involving multiple parties (i.e., the County, Caltrans, and other agencies).

- One in-person meeting in Inyo County is included.
- The County will send the letters to NPS.

Deliverables

- Up to three, three-page letters to send to NPS

Task 5: Conduct Environmental Field Work and Caltrans Studies

This task would include performing environmental studies needed for NEPA compliance for the roads listed above. Panorama met with the County and Caltrans to discuss potential fieldwork and study needs for each of the roads to support Categorical Exclusions (CEs) with studies under NEPA. Panorama will prepare environmental studies to fulfill Caltrans' requirements in accordance with guidelines in the Caltrans Standard Environmental Reference (SER).

Task 5.1: Cultural Fieldwork and Reporting

This task includes pedestrian surveys and reporting for cultural resources. ASM Affiliates (ASM) will conduct the cultural resources fieldwork and reporting under Panorama's oversight.

ASM Qualifications

ASM is very well situated to conduct this work due to its staff's depth of experience, expertise in the area, and knowledge of potential resources on the road segments. ASM's Principal Investigator, Dr. Mark A. Giambastiani, has more than 25 years of experience working in eastern California and the Mojave Desert, and specifically in all parts of Inyo County. Dr. Giambastiani also led the preparation of a major archaeological overview for Death Valley National Park in 2005. The overview included contexts for prehistoric and historic cultural resources applicable to a wide range of sites in and around the Park. Research and fieldwork conducted for this project involved the compilation and study of archaeological records for Death Valley, Saline Valley, Panamint Valley, and many other parts of the Park, as well as visits to known archaeological sites in northern Death Valley, Saline Valley, and Panamint Valley. ASM's Principal Investigator has also conducted independent research in Death Valley National Park regarding prehistoric and historic Native American occupations in Panamint Valley, Death Valley, and Scotty's Castle in Grapevine Canyon.

Finally, staff in ASM's Reno office, which would be conducting work under this scope, have completed many road surveys in Inyo County, including an extended inventory along historic roads at China Lake Naval Air Weapons Station and smaller inventories on Whitney Portal Road, Coso-Tuttle Road, Ed Powers Road, Highway 168 (West), and others. Prior to joining ASM, the Principal Investigator was also closely involved in a Transportation Enhancement Activities (TEA) survey of all paved roads in Inyo County.

Background

Task 5.1 includes a base task that covers what Panorama has determined is the likely level of work that would be required for each road, given what Caltrans indicated would be needed for the project and given the type of work and level of disturbance taking place during each project.

Caltrans indicated surveying and reporting would likely be required for only five of the eight remaining roads. Caltrans will not, however, commit to the fieldwork and reporting requirements until Caltrans processes a PES form and issues a NEPA CE for each road. The PES forms are currently in process; therefore, Panorama has made this scope of work flexible and conservative. We have defined a base task that covers the work Caltrans stated would likely be required. We have included optional tasks in case Caltrans decides to require more intensive surveying or reporting than initially indicated, or determines that surveys on additional roads are needed. Panorama would coordinate with Caltrans under Task 1 of our previous scope to try to reduce the level of effort needed for fieldwork and reporting. It is also Panorama's intent that, prior to conducting optional tasks, Panorama must receive written authorization from ESE to work on the optional tasks. Assumptions regarding road mileage and number of road segments are included under each task. Work above and beyond the number of assumed segments and mileage might require additional scope and budget.

Cultural Base Task

Records Search. As part of the base task, ASM will conduct a records search at the Eastern Information Center, University of California Riverside (EIC) and the BLM in Ridgecrest, California, for an area extending 0.5 miles from the project alignments. ASM will also consult library and online resources to examine historic land survey and patent maps, topographic maps, and other pertinent historical documents.

Assumptions:

- A separate records search will be completed for each of the five road segments, totaling up to 75 miles.

Pedestrian Survey. As part of the base task, ASM will conduct a Class III (Intensive) cultural resources field inventory of each studied roadway segment and up to 15 meters from edge of pavement/maintained roadway on both sides of the roads. Roughly one-third of Waucoba-Saline Road and one-third of Saline Valley Road will be covered by "windshield" survey, per Caltrans' direction to focus on areas with known resources and areas with high likelihood of containing cultural resources on those roads. A windshield survey would involve a visual survey from a vehicle. Crews would not do full pedestrian surveys along windshield-surveyed mileage, but instead would visually inspect only areas with characteristics of potential interest (e.g., flats, large rock outcrops, visible refuse, and disturbed areas). The base task includes surveying approximately 50 percent of Waucoba-Saline and 75 percent of Saline Valley, based on the County's estimate of the percentage of these roads that had to be repaired, as Caltrans has stated that surveys would be needed only in areas affected by repairs. All survey acreage outside of the maintained roadway will be accessed on foot, and no off-road vehicle travel will be conducted. Transects will be a maximum of 15 meters apart. Areas of Potential Effect (APEs) are located on BLM, NPS, USFS, and CSLC land. ASM will obtain necessary permission and permits to conduct the survey on BLM, NPS, USFS, and CSLC land.

ASM will record any identified archaeological resources (sites and isolated finds) and document each site on standard California Department of Parks and Recreation (DPR) site record forms.

Following Bishop/Inyo County BLM guidelines, a site will be considered any collection of 10 or more artifacts in a 25-by-25-meter area or a certain type of isolated feature, either prehistoric (rock ring, midden, bedrock milling station, segregated reduction locus, rock alignment, etc.) or historic (tent pad, structure foundation, road, standing structure).

Isolate finds (fewer than 10 artifacts in a 25-by-25-meter area) will be logged on a DPR Primary Record form. Certain kinds of historic features will also be considered isolates, specifically individual mining shafts, adits, prospects, and trenches; stacked rock cairns or other claim markers; and survey/cadastral markers.

All resources will be mapped with a Trimble GeoXH Global Positioning System (GPS) receiver with sub-meter accuracy.

Constituents at prehistoric sites will be documented by:

1. Providing an estimate of surface artifact densities (within a designated amount of space)
2. Completing a technological inventory of lithic debitage
3. Preparing an overall artifact inventory
4. Preparing a summary of lithic material types

During site recording, artifacts will be described, analyzed, and/or photographed as necessary in accordance with California BLM stipulations. All sites will be fully documented in accordance with Secretary of the Interior and California State Historic Preservation Office standards. ASM will inventory, plot, and map any historic site(s) in largely the same fashion as prehistoric sites.

Assumptions:

- Up to 53 sites in total will be identified.
- Approximately 31.5 miles of Saline Valley Road and 9 miles of Waucoba Saline Road will be surveyed.
- One-third of the distance of the surveyed distance of Waucoba-Saline Road and Saline Valley Road will be surveyed as windshield surveys
- The survey area would extend a maximum of 15 meters from edge of pavement
- The survey would not include artifact collection
- Surveys would be conducted on up to five road segments totaling up to 75 miles (19 miles windshield, 56 miles pedestrian).

Prepare One Archaeological Survey Reports/Historical Property Survey Report (ASR/HPSR); Determine National Register of Historic Places (NRHP) Eligibility. As part of the base task, ASM will prepare one ASR/HPSR that covers all five surveyed road segments. Caltrans indicated reporting would be required for five road segments. The County can realize cost savings if Caltrans (and other relevant agencies) would allow treatment of all five road segments in one ASR/HPSR. The base task therefore reflects preparation of one ASR/HPSR instead of two ASR/HPSRs and three letter reports. Panorama and ASM would first coordinate with Caltrans to ensure that one report for all five surveyed road segments is acceptable over

separate reports (Optional Task 5.1.1 covers preparation of five separate reports if Caltrans requires separate reporting). ASM will also complete resource documentation, including eligibility evaluations, assuming that no additional testing is required to determine eligibility. ASM will organize and complete all site records, compile all photo-documentation, and review and summarize all other data obtained in the field. ASM will complete and submit draft site records online or in hard copy to the EIC Cultural Resources Survey for the assignment of state trinomials. ASM will complete the draft ASR and HPSR at the same time.

If Caltrans or another agency requires, in accordance with the National Historic Preservation Act, all archaeological sites recorded during the survey will be evaluated for NRHP eligibility, per 36 CFR 60.4, to the extent possible using survey-level data. During this process, each site will be recommended as Eligible, Not Eligible, Exempt from Evaluation, or Unevaluated Pending Additional Study. If sites determined Unevaluated Pending Additional Study were not avoided during work, additional work may be required under a separate scope and budget.

The ASR/HPSR will follow Caltrans guidance in the SER. The content of the letter reports will be less intensive than an ASR/HPSR; format and content of the letter reports will be determined in consultation with Caltrans and other relevant agencies. In the context of the ASRs, ASM will describe the level of impact to resources (presumed no impact due to Panorama's understanding that work stayed within already disturbed areas and restored roads to original conditions). ASM will also offer recommendations for future study and/or protective measures to be taken at sites that are eligible or potentially eligible for NRHP inclusion. These recommendations will include geographic information system (GIS) shape files for site boundaries and all other GIS metadata. Submittal of the final ASR/HPSR to Caltrans and other relevant agencies will include all site records (with state trinomials), other attendant field documentation (e.g., notes, forms, and digital photographs). ASM will also prepare and deliver all GIS products at the time of final report submittal.

Assumptions:

- Additional scope and budget may be needed if subsurface evaluations are needed to determine eligibility for sites falling under the Unevaluated Pending Additional Study (extended phase I evaluations). Subsurface evaluations are not included in this scope of work.
- One ASR/HPSR would be prepared.
- No data recovery is included in this scope.
- The County will be responsible for obtaining permission to access private property.
- Other agencies will accept Caltrans' report format.

Deliverables:

- One draft and one final ASR/HPSR to cover five road segments
- GIS data

Native American Consultation. ASM will assist Caltrans with pre-field Native American consultation, if requested. This would involve initiating contact with the Native American Heritage Commission, sending letters to and calling identified Tribes to describe the scope and intent of the cultural resources inventory, collecting comments from interested Tribes, and assistance with responses to Tribal comments. Through discussions with Caltrans, Native American consultation may also involve the delivery of maps and other information to interested Tribes and the compilation of meeting notes for delivery to Caltrans.

Assumptions:

- Caltrans will lead coordination.
- No in-person meetings are included.

Deliverables:

- Copies of letters sent for coordination
- Copies of written communication with tribe representatives
- Phone notes of verbal communication with tribe representatives

Optional Task 5.1.1: Completion of Two ASR/HPSR and Three Letter Reports Instead of One ASR/HPSR as Described in the Base Task

Optional Task 5.1.1 includes extra budget to cover completion of five separate reports for the five surveyed road segments: two ASR/HPSRs and three letter reports. The ASR/HPSRs will follow Caltrans guidance in the SER and will include the content described in the base task for ASR/HPSRs. The content of the letter reports will be less intensive than an ASR/HPSR; format and content of the letter reports will be determined in consultation with Caltrans and other relevant agencies.

Assumptions:

- Instead of one ASR/HPSR as contemplated in the base task, up to two ASR/HPSRs would be prepared and up to three letter reports would be prepared. Two additional letter reports can be prepared instead of two ASR/HPSRs if Caltrans and applicable agencies agree to a reduction in the level of reporting.

Deliverable:

- Three draft and three final ASR/HPSRs and two draft and two final letter reports to cover five road segments

Optional Task 5.1.2: Prepare Three ASR/HPSRs instead of Three Letter Reports

Caltrans indicated that three road segments could require letter reports rather than ASR/HPSRs. This optional task includes preparing ASR/HPSRs, instead of letter reports, in the case that Caltrans or another agency requires more intensive reporting.

Assumptions:

- Up to three ASR/HPSRs would be prepared in place of three letter reports in the base task, covering a total road mileage of up to 12 miles.

Deliverable:

- Three draft and three final ASR/HPSRs instead of three letter reports in the base task

Optional Task 5.1.3: Survey of Additional Distance of Waucoba-Saline Road and Saline Valley Road

This task includes additional scope to cover surveying more of Waucoba-Saline Road, if more damage than was initially estimated is identified when preparing the APE maps. This task includes surveying the entire extents of Waucoba Saline Road and Saline Valley Road.

Assumptions:

- Up to an additional 13.5 miles of Saline Valley Road and 9 miles of Waucoba Saline Road will be surveyed.
- A total of up to 22 additional sites in total will be identified.
- One-third of the distance of the surveyed distance of Waucoba-Saline Road and Saline Valley Road will be surveyed as windshield surveys.
- Costs will be reduced if less damage is identified and/or fewer sites are identified.

Optional Task 5.1.4: Completion of Full Pedestrian Inventory along Waucoba-Saline Road and Saline Valley Road

Caltrans indicated that cultural resources surveys along Waucoba-Saline Road and Saline Valley Road can be focused pedestrian surveys, as previously described in the base task for cultural fieldwork and reporting. The base task therefore includes surveys along Waucoba-Saline Road that are two-thirds pedestrian and one-third. Optional Task 5.1.4 includes additional field time if Caltrans or another agency determines that full pedestrian surveys are needed on these roads. Surveys would follow the pedestrian survey protocol previously described under the cultural base task.

Assumptions:

- An additional 10 sites may be identified during the proposed inventory.
- Pedestrian surveys would cover up to an additional 19 miles instead of up to 19 miles of windshield surveys included in the base task.

Task 5.2: Biological Resources Fieldwork and Reporting

Task 5.2 includes field surveys and reporting for biological resources. CS Ecological Surveys and Assessments (CESA) will conduct the biological resources fieldwork and reporting under Panorama's oversight.

CSESA Qualifications

CSESA is well qualified to conduct the biological resources work due to special experience in the area, experience with similar habitats, and experience working with multiple agencies. CSESA's lead biologist, Catherine Schnurrenberger, has worked in the Sierra Nevada Mountains, the Great Basin Floristic Province, and the Mojave Desert Region. She has also coordinated projects with several government agencies, including USFS, BLM, and California Department of Fish and Wildlife (CDFW). Russell Kokx has extensive local experience, having worked in Inyo County on several projects. He has conducted rare plant surveys to satisfy requirements of several agencies, including Caltrans and BLM. Mr. Kokx also has extensive experience with avian point counts, nesting bird surveys, and surveys for special-status species.

Ms. Schnurrenberger and Mr. Kokx both have special experience with ungulates. Ms. Schnurrenberger has worked with the BLM, Nevada Department of Wildlife, and USFS on elk monitoring projects. Monitoring and surveys included identification of all ungulate sign (tracks, pellets, rubbing and biting of vegetation). Ungulates were identified to the species level. Mr. Kokx has specific experience with bighorn sheep. Bighorn sheep have been a target species of many of his projects, including projects in the Sierra Nevada Mountains.

Biological Scope of Work

Task 5.2 includes a base task that covers all the biological work that Caltrans indicated would be needed for the project. Caltrans indicated surveying and reporting would likely be required for only seven of the eight remaining roads. Caltrans will not, however, commit to the requirements until Caltrans processes a PES form and issues a CE under NEPA for each road. The PES forms are currently in process; therefore, Panorama has made this scope of work flexible. We have defined a base task that covers work Caltrans stated would likely be required. We have also included an optional task in case Caltrans later decides to require more intensive reporting than initially indicated and in the case that certain surveys are not feasible this spring. Panorama will coordinate with Caltrans under Task 1 of our previous scope to try to reduce the level of effort needed for fieldwork and reporting. It is also Panorama's intent that, prior to conducting optional tasks, Panorama must receive written authorization from ESE to work on the optional tasks. Assumptions regarding road mileage and number of road segments are included under each task. Work above and beyond the number of assumed segments and mileage might require additional scope and budget.

Biological Base Task

Pre-field Preparation. As part of the base task, CSESA will review the California Natural Diversity Database and United States Fish and Wildlife Service (USFWS) queries listing species of concern for each road section. CSESA will contact local management agencies such as the BLM, USFS, CDFW, and USFWS regarding special status species with potential to occur within the project area in order to address any concerns these agencies might have regarding these species or habitat for these species.

Assumptions:

- Pre-field preparation will be conducted for up to seven road segments, for up to a total of 85 miles.

Field Survey. As part of the base task, CSESA will perform a reconnaissance-level survey of the project area after the literature review is complete. Biological Surveys will include general surveys for wildlife and plant species, and Wetlands/Waters of the United States (WoUS) and Waters of the State (WoS) surveys as necessary. CSESA will document habitat conditions, vegetation types, and species observed during the reconnaissance survey in the project area. CSESA will map the habitat types/vegetation communities observed in the study area. For two road segments, CSESA will conduct field work to determine the habitat value of the area for Sierra Nevada bighorn sheep (*Ovis canadensis sierra*). The Federal Highway Administration (FHWA) is currently conducting studies on Whitney Portal Road, including an analysis of bighorn sheep. CSESA may be able to use information from FHWA's report to conduct this analysis in place of doing fieldwork if the FHWA report is available in time and contains all information needed for the analysis. The base task includes surveying approximately 50 percent of Waucoba Saline and 75 percent of Saline Valley, based on the County's estimate of the percentage of these roads that had to be repaired, as Caltrans has stated that surveys would be needed only in areas affected by repairs.

It is anticipated that the projects did not have impacts to special status species, due to containment of construction in the road prism and already disturbed areas. This scope therefore does not include focused or protocol-level special-status species surveys.

Assumptions:

- Reconnaissance level biological surveys will be conducted for up to seven road segments totaling up to 85 miles.
- Approximately 31.5 miles of Saline Valley Road and 9 miles of Waucoba Saline Road will be surveyed.
- No protocol-level special status species surveys are included.
- Two biologists will conduct two trips to the area in the spring and summer of 2014. If fall surveys are necessary for fall blooming special-status species or if spring surveys must be postponed until 2015 due to low precipitation of the advanced plant phenology a third trip may be necessary and is included as Optional Task 5.2.2 in this scope.

Prepare Natural Environment Study (Minimal Impact) (NES(MI)) or Letter Report. CSESA will prepare up to one NES(MI) and up to six letter reports. The NES (MI) and letter reports will include the results of the literature review, database queries, reconnaissance survey, and an analysis of project impacts. It will also include mitigation measures to reduce impacts to species and/or habitat, per the NES(MI) template requirements. The NES(MI) will follow Caltrans guidance in the SER. The format and content of the letter reports will be determined in consultation with Caltrans and other relevant agencies.

Assumptions:

- Up to one NES(MI) and six letter reports would be prepared.

Deliverables:

- One draft and one final NES(MI) and six draft and final letter reports
- GIS data

Optional Task 5.2.1: Preparation of NES(MI)s instead of Letter Reports for Two Segments

Caltrans indicated that six road segments would require letter reports rather than NES(MI)s. Panorama has identified two road segments that may require additional reporting, based on potential biological resources near those roads. This optional task includes replacing two of the letter reports with NES(MI)s in the case that Caltrans or another agency requires more intensive reporting.

Assumptions:

- Up to two NES(MI)s would be prepared in place of two letter reports in the base task, covering road mileage totaling up to 9.25 miles.

Deliverables:

- Two draft and two final NES(MI)s instead of two letter reports in the base task

Optional Task 5.2.2: Delay Surveys at Lower Elevations until Spring 2015

Surveys at lower elevations may need to be delayed until spring 2015 to accurately capture the presence or absence of certain special status species. There has not been sufficient precipitation at lower elevations, and plants have not received enough water for certain species to be flowering in late spring this year. Panorama and CSESA will coordinate with the relevant agencies to determine whether surveys in late spring of this year would meet agency requirements, particularly given that most work took place within the already disturbed roadway and shoulder areas. Panorama will also coordinate with Caltrans and the County to ensure that, if surveys need to be delayed until 2015, surveys in spring 2015 would meet Caltrans' schedule requirements for fulfilling environmental commitments outlined in its CEs. This task includes the travel cost for conducting a third outing to the area to conduct lower-elevation surveys at a later date.

Assumptions:

- Two biologists will conduct one trip to the area in the spring 2015.

Optional Task 5.2.3: Survey of Additional Distance of Waucoba-Saline Road and Saline Valley Road

This task includes additional scope to cover biological resources surveys of additional mileage of Waucoba-Saline Road, if more damage is located when preparing the APE maps than was

initially estimated. This task includes surveying the entire extents of Waucoba Saline Road and Saline Valley Road.

Assumptions:

- Up to a total of approximately 13.5 additional miles of Saline Valley Road and 9 miles of Waucoba Saline Road will be surveyed.

Task 5.3: Permitting Support

In coordinating with the County and agencies as part of our initial scope of work for the road repair project, Panorama identified roads that, due to their locations and the activities the County conducted, may require permits or notification to permitting agencies for activities impacting WoS and/or WoUS. This task includes permitting support, including identifying permitting requirements and preparing permit applications and notification packages. The base task includes permits Panorama identified as likely being needed, while the optional task includes additional roads that may require permits based on further coordination with permitting agencies.

Base Task

Define Notification and Permit Requirements. Panorama will review data resources and coordinate with jurisdictional agencies to determine the notification and permit requirements. Panorama will review the following resources to define potential impacts to waters as a result of the County's work on the eight road segments:

- Maps of the project APES
- Aerial photographs or Google Earth imagery
- Photographs of the work area from the County
- Data collected during biological field work

Panorama will review watershed maps and previous U.S. Army Corps of Engineers (ACOE) jurisdictional determinations for the impacted WoS/WoUS to assess the potential for federal jurisdiction over impacted waters. Panorama will coordinate with Lahontan Regional Water Quality Control Board, and CDFW regarding permit/notification requirements for impacts to isolated WoS. Panorama will coordinate with ACOE regarding permit/notification requirements for impacts to WoUS. Panorama expects much of the work already done on the roads may be eligible for emergency exemptions and may merely require notification to agencies; Panorama will pursue emergency exemptions for completed work under Task 5.3.2, when possible.

Prepare Permit Applications/Notification Packages. Panorama will prepare a permit application/notification package for each roadway that resulted in impacts to WoS/WoUS, as determined in Task 5.3.1. Based on project descriptions thus far provided by the County,

Panorama assumes that permit applications/agency notifications may be required for the following roads:

- Waucoba/Saline Valley Road (CDFW and RWQCB)
- Death Valley Road (CDFW and RWQCB) Cerro Gordo Road (CDFW, RWQCB, and ACOE)

Permit applications/notification packages will only be prepared, if necessary. Panorama will combine multiple road segments into one permit application, if possible.

Assumptions:

- Up to three notifications/permit applications will be prepared, covering five road segments, to meet CDFW requirements.
- Up to three notifications/permit applications will be prepared, covering five road segments, to meet RWQCB requirements.
- Up to one notification/permit application will be prepared, covering one road segment, to meet ACOE requirements.
- The County will submit the notifications/permit applications and will pay any filing fees.

Deliverables:

- Draft and final notifications/permit applications

Optional Task 5.3.1: Prepare Permit Applications/Notification Packages for Additional Roads

This task includes preparing permit applications/notification packages for the following roads if Panorama finds, after coordination with permitting agencies, that the roadwork requires permits:

- Olancha-Darwin Road (CDFW, RWQCB, and ACOE)
- Whitney Portal Road (CDFW, RWQCB, and ACOE)
- Horseshoe Meadows Road (CDFW, RWQCB, and ACOE)

Panorama will combine multiple road segments into one permit application, if possible.

Assumptions:

- Up to three notifications/permit applications will be prepared, covering three road segments, to meet CDFW requirements.
- Up to three notifications/permit applications will be prepared, covering three road segments, to meet RWQCB requirements.
- Up to three notifications/permit applications will be prepared, covering three road segments, to meet ACOE requirements.
- The County will submit the notifications/permit applications and will pay any filing fees.

Deliverables:

- Draft and final notifications/permit applications

SCHEDULE

Panorama will begin the field work as soon as feasible upon receipt of notice to proceed and pending Caltrans' approval of the relevant PES forms and issuance of NEPA CEs with environmental commitments and study and reporting requirements for each road. Table 2 provides an estimated schedule for completion of the tasks in this scope of work if we receive notice to proceed in May and if field conditions are favorable.

Task	Estimated Completion
Task 1: Coordinate Environmental and Engineering Tasks	Ongoing
Task 5: Conduct Environmental Fieldwork and Reporting	
Task 5.1: Cultural Fieldwork and Reporting	Winter 2014
Task 5.2: Biological Resources Fieldwork and Reporting	Winter 2014 or Spring 2015
Task 5.3: Permitting Coordination	September 2014 or Spring 2015

BUDGET

The estimated budget for completion of the scope of work is provided in Table 3. Panorama has tried to estimate the costs of each task based on limited information. There is inherent uncertainty in the budget due to Caltrans not being able to commit to specific levels of effort for fieldwork and reporting until PES forms and APEs are submitted. Panorama has included time in the budget to coordinate with Caltrans and other agencies to identify additional areas where the level of effort can be reduced. In the meantime, this budget was created to be flexible and conservative due to the many unknowns. Work would be completed on a time and materials basis.

Additional Scope of Work: Environmental Assistance for Storm-Damaged Roads in Inyo County
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Table 3: Budget	
Task	Estimated Cost
Base Tasks	
Task 1: Coordinate Environmental and Engineering Tasks	\$27,223
Task 5: Conduct Environmental Fieldwork and Reporting	
Task 5.1: Cultural Fieldwork and Reporting	\$133,521
Task 5.2: Biological Resources Fieldwork and Reporting	\$53,474
Task 5.3: Permitting Coordination	\$39,732
Total Base Cost	\$253,950
Optional Tasks: Cultural Fieldwork and Reporting¹	
Optional Task 5.1.1: Completion of Two ASR/HPSR and Three Letter Reports Instead of One ASR/HPSR as Described in the Base Task	\$10,071
Optional Task 5.1.2: Prepare Three ASR/HPSRs instead of Three Letter Reports	\$24,213
Optional Task 5.1.3: Survey of Additional Distance of Waucoba-Saline Road and Saline Valley Road	\$36,010
Optional Task 5.1.4: Completion of Full Pedestrian Inventory along Waucoba-Saline Road and Saline Valley Road	\$21,699
Maximum Optional Cultural Tasks	\$91,993
Optional Tasks: Biological Fieldwork and Reporting²	
Optional Task 5.2.1: Preparation of NES(MI)s instead of Letter Reports for Two Segments	\$8,983
Optional Task 5.2.2: Delay Surveys at Lower Elevations until Spring 2015	\$7,477
Optional Task 5.2.3: Survey of Additional Distance of Waucoba-Saline Road and Saline Valley Road	\$2,732
Maximum Optional Biological Tasks	\$19,192
Optional Tasks: Permitting Coordination	
Optional Task 5.3.1: Prepare Permit Applications/Notification Packages for Additional Roads	\$22,520
Maximum Optional Permitting Coordination Task	\$22,520
Maximum Total with Optional Tasks*	\$387,655
<p>* The maximum total with optional tasks represents the cost of implementing the base task with the cost of implementing the maximum cost for completing optional cultural tasks (\$91,993), biological tasks (\$19,192), and permitting coordination tasks (\$22,520).</p>	

MEMORANDUM

To: Debbie Jenkins, P.E., Eastern Sierra Engineering
CC: Lynn Flanigan, P.E., Inyo County Public Works
From: Kristi Black, Panorama Environmental
Date: April 25, 2014
Subject: Revised Supplemental Scope of Work: Environmental Assistance for Storm-Damaged Roads in Inyo County

OVERVIEW

This memorandum summarizes Panorama's revisions to the Supplemental Scope of Work for Environmental Assistance for Storm-Damaged Roads in Inyo County. The Supplemental Scope of work was originally submitted to Eastern Sierra Engineering (ESE) on April 17, 2014. Panorama has revised the Supplemental Scope of Work in response to Inyo County's (County) comments.

COORDINATION WITH THE COUNTY AND CALTRANS

After reviewing the Supplemental Scope of Work, Panorama and the County discussed various options for reducing costs. Options included:

- Reducing the amount of environmental work proposed, pending agreement by Caltrans
- Revising the scope of work to have a smaller base cost and larger optional task budget (with the same total cost)
- Presenting the entire scope to the Board of Supervisors but releasing the budget in phases

Panorama spoke with Ben Downard at Caltrans. Caltrans is unable to agree to the level of environmental work required until their staff can review the Preliminary Environmental Study (PES) form and Area of Potential Effect (APE) map for each road. The PES forms and APEs are in progress. Reducing the amount of environmental work proposed without Caltrans concurrence is therefore premature. Caltrans indicated, however, that they are open to reducing the environmental work once they review the PES forms and APE maps.

Since Caltrans would not commit to any specific level of effort, the best option is to keep the maximum costs the same but make more tasks "optional" so that Panorama would have to obtain written authorization from ESE to begin work on optional tasks. The scope and budget

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April 25, 2014

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has been reevaluated to reduce the scope of the base task where it was reasonably feasible to do so.

REVISED SCOPE AND BUDGET

Table 1 shows the tasks and budget for the original Supplemental Scope of Work and the Revised Supplemental Scope of Work. The Revised Supplemental Scope of Work contains additional assumptions related to the revised tasks and costs.

Table 1: Budget Revision Summary		
Task	Supplemental Scope of Work Budget	Revised Supplemental Scope of Work Budget
Base Tasks		
1: Coordinate Environmental and Engineering Tasks	\$27,333	\$27,333
5.1: Cultural Fieldwork and Reporting	\$179,602	\$133,521
5.2: Biological Resources Fieldwork and Reporting	\$56,206	\$53,474
5.3: Permitting Coordination	\$62,252	\$39,732
Total Base Cost	\$325,283	\$253,950
Optional Tasks		
Cultural Tasks	\$45,912	\$91,993
Biological Tasks	\$16,460	\$19,192
Permitting	\$0	\$22,520
Total Optional Costs	\$62,372	\$133,705
Maximum Total Costs	\$387,655	\$387,655

Panorama has provided our best estimate of the costs by task based on our professional opinion and experience; however, specific project information is limited at this time and Caltrans has not been able to commit to certain levels of fieldwork and reporting until PES forms and APEs are submitted. This budget was created to be conservative and flexible due to the many unknowns. Panorama has included time in the budget to coordinate with Caltrans and other agencies to identify additional areas where the level of effort can be reduced. Work would be completed on a time and materials basis, so that Panorama would only utilize budget needed to complete necessary tasks.

Inyo County
EO and PR
Total Budget by Road

	Panorama Total	Subconsultant Mark-up (10%)	ESE Coordination	TOTAL BY ROAD
Saline Valley	\$ 205,101.17	\$ 20,510.12	\$ 1,909.66	\$ 227,520.95
Waucoba Saline	\$ 88,738.29	\$ 8,873.83	\$ 826.23	\$ 98,438.35
Horseshoe	\$ 27,104.43	\$ 2,710.44	\$ 252.36	\$ 30,067.24
Cerro Gordo	\$ 35,945.46	\$ 3,594.55	\$ 334.68	\$ 39,874.69
Olancha/Darwin	\$ 13,915.00	\$ 1,391.50	\$ 129.56	\$ 15,436.06
Whitney Portal	\$ 20,019.44	\$ 2,001.94	\$ 186.40	\$ 22,207.78
DV (Nunn) (4)	\$ 30,711.66	\$ 3,071.17	\$ 285.95	\$ 34,068.78
DV (Crankshaft) (5)	\$ 37,955.35	\$ 3,795.54	\$ 353.40	\$ 42,104.28
Trona South	\$ 72,567.28	\$ 7,256.73	\$ 675.66	\$ 80,499.67
Panamint Valley	\$ 89,911.92	\$ 8,991.19	\$ 837.15	\$ 99,740.27
Trona South of Ballarat	\$ 22,441.00	\$ 2,244.10	\$ 208.94	\$ 24,894.04
TOTAL	\$ 644,411.00	\$ 64,441.10	\$ 6,000.00	\$ 714,852.10



ATTACHMENT B-8

**AGREEMENT BETWEEN COUNTY OF INYO
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES**

TERM:

FROM: June 15, 2012 **TO:** June 15, 2015

SCHEDULE OF FEES:

The hourly rates for the scope of work described in Attachment A-8 to the Contract shall be the rates described in ESE's proposals, which are included in Attachment A-8 to this Amendment No.8. The estimated fees for these services are:

Road	Service	Estimated Consultant Cost
Environmental Assistance for 2013 Storm-Damaged Roads;	Additional Environmental Services	\$429,420.00
Permanent Restoration of a portion of Trona Wildrose Road	Engineering and Construction Support Services	\$92,596.00
Ed Powers Bicycle Lane Project	Engineering and Construction Support Services	\$73,948.00
South Bishop Resurfacing Project	Pavement Investigation Services	\$14,475.00
Sunland Drive Bicycle Lanes Project	Pavement Investigation Services	\$14,475.00
	Total	\$624,914.00

The costs for these five projects will increase the total contract amount by \$624,914.00, from \$693,097.78 to \$1,318,011.78.

The costs shown above are an estimate of probable costs, and are presented for information only. The actual costs billed may differ, depending on the actual number of hours and actual direct costs incurred by the consultant. The total compensation to be provided shall not exceed the total Contract amount, subject to such adjustments as may be made by properly approved amendments.

April 11, 2014

14.1.23

Lynn Flanigan, P.E.
Senior Engineer
Inyo County Public Works Department
P.O. Box Q
Independence, CA 93526

**Civil Engineering Design and Survey Services
Trona Wildrose Road Project - Death Valley, CA**

Dear Lynn,

Eastern Sierra Engineering (ESE) is pleased to submit this proposal for civil engineering design and survey services associated with the Trona Wildrose Road reconstruction Project in Death Valley, California. The project begins at the intersection of Panamint Valley Road and Trona Wildrose Road and extends approximately 2.5 miles south. We understand that the 2.5 miles of roadway was recently reconstructed by Inyo County Road crews to a temporary state to enable the roadway to be re-opened after storms that occurred in the summer of 2013. We understand the roadway is currently constructed with eight inches of compacted aggregate base. We propose the following scope of services for the project.

Task 1 - Surveying

Field surveying of the project will be provided by our subconsultant Bear Engineering. Bear Engineering will furnish and perform the following services in order to complete the work necessary to provide a topographic map for design purposes.

- Perform cross sections at 100 foot intervals extending 30' each side of centerline. Measure extra cross section @ culverts. Measure signage and other improvements within right-of-way which may be affected by new construction.
- Design Survey- Intersections (2 total): Perform cross sections @ 50' intervals extending 30' each side of centerline and 200' along each road in each direction from intersections. Take fill-in topographic measurements within intersection area as necessary.

Task 2 - Preliminary Design

Preliminary design services will include the following:

- Verify existing conditions
- Identify existing drainage locations along the roadway alignment
- Identify additional potential drainage problems
- Identify localized areas requiring grade modifications

- Develop preliminary plans to include:
 - Horizontal Control
 - Plan/Profile Sheets
 - Intersection Detail Sheets
 - Signing and Striping
 - Detail Sheets

Task 3 - Construction Documents

Plans will be prepared in Auto-CAD format and are expected to include the following:

- Title sheet
- Notes, Legend and Abbreviations
- Horizontal Control
- Plan/Profile Sheets
- Intersection Detail Sheets
- Roadway and Striping Details
- Construction Area Signs

Specifications. Front-end specifications will be provided by the County. The technical specifications will be a combination of Caltrans specifications and special provisions developed by ESE and the County.

90% Design Review Submittal. Two (2) sets of full size plans of the project, preliminary cost estimate and technical specifications will be submitted to the County for review. Following review by the County, we will meet with the County to discuss submittal comments. Submittal comments will be incorporated into the Final Plans, Specifications and Estimate.

Final Plans, Specifications and Estimate (PS&E). Plans and specifications suitable for competitive bidding will be prepared for the project. Final bid documents, General Conditions, and Technical Specifications will be prepared for the bid package. One (1) set of full size, signed plans will be provided to the County. One (1) set of unbound reproducible specifications and bid documents will be submitted for production of contractor bid sets.

Construction Cost Estimate. An estimate of probable construction costs will be prepared at each submittal stage of the design process. A standard table format will be used to develop the costs, which will include descriptions, quantities, unit costs, and total costs. The final estimate will be correlated with the bid schedule.

Task 4 - Bidding Phase

ESE will provide the following assistance during the period of time between advertising and receipt of bids for the project.

- Assistance During Bidding. ESE will provide assistance to the County during bidding of the project. The work shall include answering questions from prospective bidders, preparation of addenda (as required) during the advertisement period, and providing ongoing consultation and interpretation of the construction documents.

- Attend Pre-Bid Conference. ESE will attend one prebid conference. The County will lead the meeting and ESE will answer questions and discuss intent of the plans.
- Attend Bid Opening. ESE will attend the bid opening for the project and provide assistance in the evaluation of the bid summary as requested by the County.
- Contract Award Recommendation. ESE will provide comments and assist the County with the evaluation of the bidders. A recommendation will be made regarding apparent successful bidder.

Task 5 - Construction Phase

ESE will provide the following assistance during the construction phase of the project.

Contract Administration:

- Attend Pre-construction Conference. ESE will attend one pre-construction conference, answer questions as directed by the County.
- Review Contractors Submittals. ESE will review and comment on acceptability of Contractor submittals for the County. All submittals will be logged and returned to the submitter through the County to maintain continuity and lines of communication.
- Prepare Design Clarifications and RFI's. As part of the submittal review process, ESE will respond to contractor RFI's or requests for clarifications as requested by the County.

Material Testing:

- Technician will be on-site for material testing only and assume on-site for 4 weeks
- Obtain samples of materials to verify conformance to the project specifications, and to establish laboratory values for optimum moisture and maximum density for soils, aggregates, and other material requiring density testing.
- Sample and test the Asphalt Concrete during placement in accordance with the new Section 39 Specifications for "Standard" HMA construction process.

Construction Surveying:

- Slope Stakes: Set reference slope stakes along each side of roadway @ 100' intervals. Stakes shall include ginny & lath marked with slope stake & reference stake data as needed for construction.
- Blue Top (AB grade) Stakes: Set three (3) red tops (with feathers) @ AB grade on centerline and on each side of roadway @ 100' intervals.
- Construction Stakes- Intersections: Set red top and blue top stakes (with feathers) @ grade on each side of roadway @ edge of pavement @ 50' intervals for 200' in all directions from intersections and on intersection radius as needed. Set lath at radius points.

Engineering Fees

ESE proposes to complete the services as outlined in this proposal on a time and materials not-to-exceed basis by task as shown below:

Task Description	Estimated Fees
Task 1 - Surveying	\$6,500.00
Task 2 - Preliminary Design	\$13,486.00
Task 3 - Construction Documents	\$12,030.00
Task 4 - Bidding Phase	\$5,010.00
Task 5 - Construction Phase	\$55,570.00
Total (not-to-exceed)	\$92,596.00

Please see the attached spreadsheet for a detailed estimate of our engineering fees. The estimated not-to-exceed amount would not be surpassed without your written authorization. Additional work outside the above outlined scope of work shall be billed according to the attached Schedule of Charges.

We trust this provides the information you require at this time. Please do not hesitate to contact me at (775) 828-7220 extension 201 if you have any questions or require additional information.

Sincerely,
Eastern Sierra Engineering, P.C.



Shawn W. Jenkins, P.E.
Principal Engineer

Attachments: Estimated Engineering Fee
2014 Standard Rates for Technical Services

**Inyo County
Trona Wildrose Road Project
Estimated Engineering Fee**

Task Description		Principal Engineer (\$135/hr)	Project Engineer (\$105/hr)	Senior Tech (\$85/hr)	Senior Tech - Prevailing (\$120/hr)	Expenses	Sub-consultant
Task 1 Surveying							
Design Survey			20				\$ 4,000.00
Task 1 Hours Subtotal		0	20	0	0		
Task 1 Labor Costs		\$ -	\$ 2,100.00	\$ -	\$ -		
Task 1 Non Labor Costs						\$ -	\$ 4,000.00
Task 1 Non Labor Markup (10%)						\$ -	\$ 400.00
Task 1 Total	\$ 6,500.00						
Task 2 Preliminary Design							
Existing Conditions			24	24		\$ 2,960.00	
Preliminary Design Plans		12	32				
Engineers Estimate		2	4				
Task 2 Hours Subtotal		14	60	24	0		
Task 2 Labor Costs		\$ 1,890.00	\$ 6,300.00	\$ 2,040.00	\$ -		
Task 2 Non Labor Costs						\$ 2,960.00	\$ -
Task 2 Non Labor Markup (10%)						\$ 296.00	\$ -
Task 2 Total	\$ 13,486.00						
Task 3 Construction Documents							
Plans		8	48				
Specification Preparation		12	20				
QA/QC		8					
Engineers Estimate		2	8				
Task 3 Hours Subtotal		30	76	0	0		
Task 3 Labor Costs		\$ 4,050.00	\$ 7,980.00	\$ -	\$ -		
Task 3 Non Labor Costs						\$ -	\$ -
Task 3 Non Labor Markup (10%)						\$ -	\$ -
Task 3 Total	\$ 12,030.00						
Task 4 Bidding Phase							
Prebid Meeting		10	10				
Bid Opening/Review Bid Documents		10	12				
Task 4 Hours Subtotal		20	22	0	0		
Task 4 Labor Costs		\$ 2,700.00	\$ 2,310.00	\$ -	\$ -		
Task 4 Non Labor Costs						\$ -	\$ -
Task 4 Non Labor Markup (10%)						\$ -	\$ -
Task 4 Total	\$ 5,010.00						
Task 5 Construction Phase							
Pre-construction meeting		10	10				
Submittal Review		2	12				
Design Clarifications/RFI's		2	12				
Materials Testing							
Technician on-site for 4 weeks					160	\$ 6,880.00	
Laboratory Testing (assume 4,500 tons)						\$ 3,640.00	
Construction Surveying		2	24				\$ 16,000.00
Task 5 Hours Subtotal		16	58	0	160		
Task 5 Labor Costs		\$ 2,160.00	\$ 6,090.00	\$ -	\$ 19,200.00		
Task 5 Non Labor Costs						\$ 10,520.00	\$ 16,000.00
Task 5 Non Labor Markup (10%)						\$ -	\$ 1,600.00
Task 5 Total	\$ 55,570.00						
TOTAL BASIC SERVICES	\$ 92,596.00						



2014 STANDARD RATES FOR TECHNICAL SERVICES

I. Personnel

Charges will be made at the following rates for time spent in project management, consultation or meetings related to the project, conducting field inspections, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

A. Professional Services

President	\$170.00/hour
Principal Engineer	\$135.00/hour
Project Manager	\$120.00/hour
Senior Engineer	\$120.00/hour
Project Engineer/Designer	\$105.00/hour
Staff Engineer/Designer	\$100.00/hour

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	\$120.00/hour
Technician/Inspector (Prevailing Wage)	\$100.00/hour
Senior Technician/Inspector (Regular Wage)	\$85.00/hour
Technician/Inspector (Regular Wage)	\$80.00/hour

II. Expenses

A. Expenses

Transportation	Current IRS Standard Mileage Rate
Supplies & Shipping	Cost plus 15%

B. Equipment

Coring per core	\$20.00/each
Pachometer	\$7.50/hr
Torque Wrench	\$25.00/day
Skidmore	\$25.00/day

III. Subcontracts

Subcontract services will be invoiced at cost plus 10%

IV. Laboratory Testing

<u>Tests</u>	<u>Unit Price/Test</u>
<i>Index Tests</i>	
Moisture Content (ASTM D2216)	\$20.00
Moisture Content and Dry Density	\$35.00
Atterberg Limits (ASTM 4318)	\$85.00
<i>Particle Size Analysis</i>	
Sieve	\$90.00
Minus #200 (ASTM D 1140)	\$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	\$200.00
<i>Specific Gravity</i>	
Soils (ASTM D 854)	\$80.00
Fine Aggregate w/ Absorption (ASTM C128)	\$80.00
Coarse Aggregate w/ Absorption (ASTM C 127)	\$75.00
<i>Moisture-Density Relations</i>	
Standard Proctor (ASTM D 698)	\$165.00
Modified Proctor (ASTM 1557)	\$165.00
Compaction Check Point	\$55.00
Rock Correction per Test	\$75.00
<i>Aggregate Testing</i>	
Clay Lumps and Friable Particles (ASTM C 142)	\$75.00
Flat and Elongated	\$100.00
Fractured Faces (Nev T 230)	\$80.00
Sand Equivalent (ASTM D 2419)	\$75.00
Organic Impurities (ASTM C40)	\$50.00
Dry Unit Weight of Aggregates (ASTM C 29)	\$60.00
Sodium Soundness of Aggregates (ASTM C88)	\$60.00/ per fraction
Los Angeles Rattler (ASTM C 131)	\$130.00
Durability Index, coarse and fine	\$160.00
Cleanness	\$140.00
<i>Other Testing</i>	
R-Value Untreated Field Sample (ASTM D2844)	\$250.00
<i>Concrete Testing</i>	
Compression of Concrete Cylinder (ASTM C39)	\$25.00
Compression of Grout Cylinder (UBC 24-28)	\$20.00
Compression of Mortar Cylinder (UBC 24-22)	\$20.00
Hold Cylinder (cured not tested)	\$12.00
Concrete Trial Batch	\$550.00

Asphalt Concrete Testing

Bitumen Content by Ignition	\$100.00
Bitumen Content by Solvent Extraction	\$140.00
Aggregate Gradation	\$80.00
Hveem Stability and Compaction (ASTM D1560/1561) each	\$75.00
Marshall Stability and Flow (ASTM D1559)	\$220.00
Maximum Theoretical Specific Gravity (Rice ASTM D2041)	\$90.00
Unit Weight of Asphalt Core (ASTM D2726)	\$25.00
Swell of Bituminous Mixtures	\$150.00
Moisture Content of Asphalt Mixture	\$40.00
Effects of Moisture on AC Mixtures (ASTM D4867, AASHTO T283)	\$1,200.00
Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324)	\$1,400.00
Moisture Vapor Susceptibility	\$150.00
Hot Mix Asphalt Mix Design (Marshall, Hveem and Superpave)	upon request

Miscellaneous

Saw Cutting per hour (PCC, AC, and Masonry)	\$55.00
H2O Analysis, Chloride, and Sulfate Content	\$145.00

-Laboratory test unit prices are based on the average running time required for each test. Any special research or unusual sample preparation will be based upon hourly personnel charges plus the unit price of the test.

-All samples will be discarded thirty (30) days after submission of our final report, unless otherwise directed by the client. Upon request, Eastern Sierra Engineering will return the samples to the client or keep them for the client for an agreed upon monthly fee.

-Any testing required that is not covered by this fee schedule will be contracted by an outside firm and the fee will be cost plus 10%.

-Inspection and materials testing technician services are billed portal to portal from the laboratory.

-Overtime rates of time and one-half or Double Time will be charged at the appropriate rate. Overtime is defined as any hour of services provided in excess of 8 hours in a single day or any hour of service provided on a Saturday or Sunday



CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

April 11, 2014

13.1.18

Lynn Flanigan, P.E.
Senior Engineer
Inyo County Public Works Department
P.O. Box Q
Independence, CA 93526

**Civil Engineering Design and Survey Services
Ed Powers Road Bike Lane - Bishop, CA**

Dear Lynn,

Eastern Sierra Engineering (ESE) is pleased to submit this proposal for civil engineering design and survey services associated with the Ed Powers Road Bike Lane Project in Bishop, California. The design will include adding four foot wide bike lanes on both sides of the roadway from U.S. 395 to State Route 168 (Line Street). We propose the following scope of services for the project.

Task 1 - Surveying

Field surveying of the project will be provided by our subconsultant Bear Engineering. Bear Engineering will furnish and perform the following services in order to complete the work necessary to provide a topographic map for design purposes

- Design Survey- Roadway: Perform cross sections at 100 foot intervals extending 30' each side of centerline. Measure extra cross section @ culverts. Measure signage and other improvements within right-of-way which may be affected by new construction.
- Design Survey- Intersection: Perform cross sections @ 50' intervals extending 50' each side of centerline and 200' along each road in each direction from intersection of Ed Powers & Red Hill Road. Take fill-in topographic measurements within intersection area.

Task 2 - Preliminary Design

Preliminary design services will include the following:

- Verify existing conditions
- Identify existing drainage locations along the roadway alignment
- Identify additional potential drainage problems
- Develop preliminary plans to include:
 - Horizontal Control
 - Plan/Profile Sheets
 - Intersection Detail Sheets
 - Signing and Striping
 - Detail Sheets

Task 3 - Construction Documents

Plans will be prepared in Auto-CAD format and are expected to include the following:

- Title sheet
- Notes, Legend and Abbreviations
- Horizontal Control
- Plan/Profile Sheets
- Intersection Detail Sheets
- Roadway and Striping Details
- Construction Area Signs

Specifications. Front-end specifications will be provided by the County. The technical specifications will be a combination of Caltrans specifications and special provisions developed by ESE and the County.

90% Design Review Submittal. Two (2) sets of full size plans of the project, preliminary cost estimate and technical specifications will be submitted to the County for review. Following review by the County, we will meet with the County to discuss submittal comments. Submittal comments will be incorporated into the Final Plans, Specifications and Estimate.

Final Plans, Specifications and Estimate (PS&E). Plans and specifications suitable for competitive bidding will be prepared for the project. Final bid documents, General Conditions, and Technical Specifications will be prepared for the bid package. One (1) set of full size, signed plans will be provided to the County. One (1) set of unbound reproducible specifications and bid documents will be submitted for production of contractor bid sets.

Construction Cost Estimate. An estimate of probable construction costs will be prepared at each submittal stage of the design process. A standard table format will be used to develop the costs, which will include descriptions, quantities, unit costs, and total costs. The final estimate will be correlated with the bid schedule.

Task 4 - Bidding Phase

ESE will provide the following assistance during the period of time between advertising and receipt of bids for the project.

- Assistance During Bidding. ESE will provide assistance to the County during bidding of the project. The work shall include answering questions from prospective bidders, preparation of addenda (as required) during the advertisement period, and providing ongoing consultation and interpretation of the construction documents.
- Attend Pre-Bid Conference. ESE will attend one prebid conference. The County will lead the meeting and ESE will answer questions and discuss intent of the plans.
- Attend Bid Opening. ESE will attend the bid opening for the project and provide assistance in the evaluation of the bid summary as requested by the County.
- Contract Award Recommendation. ESE will provide comments and assist the County with the evaluation of the bidders. A recommendation will be made regarding apparent successful bidder.

Task 5 - Construction Phase

ESE will provide the following assistance during the construction phase of the project.

Contract Administration:

- Attend Pre-construction Conference. ESE will attend one pre-construction conference, answer questions as directed by the County.
- Review Contractors Submittals. ESE will review and comment on acceptability of Contractor submittals for the County. All submittals will be logged and returned to the submitter through the County to maintain continuity and lines of communication.
- Prepare Design Clarifications and RFI's. As part of the submittal review process, ESE will respond to contractor RFI's or requests for clarifications as requested by the County.

Material Testing:

- Technician will be on-site for material testing only and assume on-site for 4 weeks
- Obtain samples of materials to verify conformance to the project specifications, and to establish laboratory values for optimum moisture and maximum density for soils, aggregates, and other material requiring density testing.
- Sample and test the Asphalt Concrete during placement in accordance with the new Section 39 Specifications for "Standard" HMA construction process.

Construction Surveying

- Construction Survey- Slope Stakes: Set reference slope stakes along each side of roadway @ 100' intervals. Stakes shall include ginny & lath marked with slope stake & reference stake data as needed for construction.
- Construction Survey- Red Top (subgrade) Stakes: Set one (1) red top (with feathers) @ subgrade on each side of roadway @ edge of pavement @ 100' intervals.
- Construction Survey- Blue Top (AB grade) Stakes: Set one (1) red top (with feathers) @ AB grade on each side of roadway @ edge of pavement @ 100' intervals.
- Construction Stakes- Intersection: Set red top (with feathers) and blue top stakes @ grade on each side of roadway @ edge of pavement @ 50' intervals for 200' in all directions from intersection and on intersection radius as needed. Set lath at radius points.

Engineering Fees

ESE proposes to complete the services as outlined in this proposal on a time and materials not-to-exceed basis by task as shown below:

Task Description	Estimated Fees
Task 1 - Surveying	\$5,730.00
Task 2 - Preliminary Design	\$8,918.00
Task 3 - Construction Documents	\$10,650.00
Task 4 - Bidding Phase	\$5,010.00
Task 5 - Construction Phase	\$43,640.00
Total (not-to-exceed)	\$73,948.00

Please see the attached spreadsheet for a detailed estimate of our engineering fees. The estimated not-to-exceed amount would not be surpassed without your written authorization. Additional work outside the above outlined scope of work shall be billed according to the attached Schedule of Charges.

We trust this provides the information you require at this time. Please do not hesitate to contact me at (775) 828-7220 extension 201 if you have any questions or require additional information.

Sincerely,
Eastern Sierra Engineering, P.C.



Shawn W. Jenkins, P.E.
Principal Engineer

Attachments: Estimated Engineering Fee
2014 Standard Rates for Technical Services

**Inyo County
Ed Powers Bike Lane Project
Estimated Engineering Fee**

Task Description		Principal Engineer (\$135/hr)	Project Engineer (\$105/hr)	Senior Tech (\$85/hr)	Senior Tech - Prevailing (\$120/hr)	Expenses	Sub-consultant
Task 1 Surveying							
Design Survey			20				\$ 3,300.00
Task 1 Hours Subtotal		0	20	0	0		
Task 1 Labor Costs		\$ -	\$ 2,100.00	\$ -	\$ -		
Task 1 Non Labor Costs						\$ -	\$ 3,300.00
Task 1 Non Labor Markup (10%)						\$ -	\$ 330.00
Task 1 Total	\$ 5,730.00						
Task 2 Preliminary Design							
Existing Conditions			16	16		\$ 680.00	
Preliminary Design Plans		8	32				
Engineers Estimate		2	4				
Task 2 Hours Subtotal		10	52	16	0		
Task 2 Labor Costs		\$ 1,350.00	\$ 5,460.00	\$ 1,360.00	\$ -		
Task 2 Non Labor Costs						\$ 680.00	\$ -
Task 2 Non Labor Markup (10%)						\$ 68.00	\$ -
Task 2 Total	\$ 8,918.00						
Task 3 Construction Documents							
Plans		8	48				
Specification Preparation		8	12				
QA/OC		8					
Engineers Estimate		2	8				
Task 3 Hours Subtotal		26	68	0	0		
Task 3 Labor Costs		\$ 3,510.00	\$ 7,140.00	\$ -	\$ -		
Task 3 Non Labor Costs						\$ -	\$ -
Task 3 Non Labor Markup (10%)						\$ -	\$ -
Task 3 Total	\$ 10,650.00						
Task 4 Bidding Phase							
Prebid Meeting		10	10				
Bid Opening/Review Bid Documents		10	12				
Task 4 Hours Subtotal		20	22	0	0		
Task 4 Labor Costs		\$ 2,700.00	\$ 2,310.00	\$ -	\$ -		
Task 4 Non Labor Costs						\$ -	\$ -
Task 4 Non Labor Markup (10%)						\$ -	\$ -
Task 4 Total	\$ 5,010.00						
Task 5 Construction Phase							
Pre-construction meeting		10	10				
Submittal Review		2	12				
Design Clarifications/RFI's		2	12				
Materials Testing							
Technician on site for 4 weeks					160		
Material Testing (assume 1,800 tons)						\$ 2,220.00	
Construction Surveying		2	24				\$ 12,700.00
Task 5 Hours Subtotal		16	58	0	160		
Task 5 Labor Costs		\$ 2,160.00	\$ 6,090.00	\$ -	\$ 19,200.00		
Task 5 Non Labor Costs						\$ 2,220.00	\$ 12,700.00
Task 5 Non Labor Markup (10%)						\$ -	\$ 1,270.00
Task 5 Total	\$ 43,640.00						
TOTAL BASIC SERVICES	\$ 73,948.00						



2014 STANDARD RATES FOR TECHNICAL SERVICES

I. Personnel

Charges will be made at the following rates for time spent in project management, consultation or meetings related to the project, conducting field inspections, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

A. Professional Services

President	\$170.00/hour
Principal Engineer	\$135.00/hour
Project Manager	\$120.00/hour
Senior Engineer	\$120.00/hour
Project Engineer/Designer	\$105.00/hour
Staff Engineer/Designer	\$100.00/hour

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	\$120.00/hour
Technician/Inspector (Prevailing Wage)	\$100.00/hour
Senior Technician/Inspector (Regular Wage)	\$85.00/hour
Technician/Inspector (Regular Wage)	\$80.00/hour

II. Expenses

A. Expenses

Transportation	Current IRS Standard Mileage Rate
Supplies & Shipping	Cost plus 15%

B. Equipment

Coring per core	\$20.00/each
Pachometer	\$7.50/hr
Torque Wrench	\$25.00/day
Skidmore	\$25.00/day

III. Subcontracts

Subcontract services will be invoiced at cost plus 10%

IV. Laboratory Testing

<u>Tests</u>	<u>Unit Price/Test</u>
<i>Index Tests</i>	
Moisture Content (ASTM D2216)	\$20.00
Moisture Content and Dry Density	\$35.00
Atterberg Limits (ASTM 4318)	\$85.00
<i>Particle Size Analysis</i>	
Sieve	\$90.00
Minus #200 (ASTM D 1140)	\$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	\$200.00
<i>Specific Gravity</i>	
Soils (ASTM D 854)	\$80.00
Fine Aggregate w/ Absorption (ASTM C128)	\$80.00
Coarse Aggregate w/ Absorption (ASTM C 127)	\$75.00
<i>Moisture-Density Relations</i>	
Standard Proctor (ASTM D 698)	\$165.00
Modified Proctor (ASTM 1557)	\$165.00
Compaction Check Point	\$55.00
Rock Correction per Test	\$75.00
<i>Aggregate Testing</i>	
Clay Lumps and Friable Particles (ASTM C 142)	\$75.00
Flat and Elongated	\$100.00
Fractured Faces (Nev T 230)	\$80.00
Sand Equivalent (ASTM D 2419)	\$75.00
Organic Impurities (ASTM C40)	\$50.00
Dry Unit Weight of Aggregates (ASTM C 29)	\$60.00
Sodium Soundness of Aggregates (ASTM C88)	\$60.00/ per fraction
Los Angeles Rattler (ASTM C 131)	\$130.00
Durability Index, coarse and fine	\$160.00
Cleanness	\$140.00
<i>Other Testing</i>	
R-Value Untreated Field Sample (ASTM D2844)	\$250.00
<i>Concrete Testing</i>	
Compression of Concrete Cylinder (ASTM C39)	\$25.00
Compression of Grout Cylinder (UBC 24-28)	\$20.00
Compression of Mortar Cylinder (UBC 24-22)	\$20.00
Hold Cylinder (cured not tested)	\$12.00
Concrete Trial Batch	\$550.00

Asphalt Concrete Testing

Bitumen Content by Ignition	\$100.00
Bitumen Content by Solvent Extraction	\$140.00
Aggregate Gradation	\$80.00
Hveem Stability and Compaction (ASTM D1560/1561) each	\$75.00
Marshall Stability and Flow (ASTM D1559)	\$220.00
Maximum Theoretical Specific Gravity (Rice ASTM D2041)	\$90.00
Unit Weight of Asphalt Core (ASTM D2726)	\$25.00
Swell of Bituminous Mixtures	\$150.00
Moisture Content of Asphalt Mixture	\$40.00
Effects of Moisture on AC Mixtures (ASTM D4867, AASHTO T283)	\$1,200.00
Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324)	\$1,400.00
Moisture Vapor Susceptibility	\$150.00
Hot Mix Asphalt Mix Design (Marshall, Hveem and Superpave)	upon request

Miscellaneous

Saw Cutting per hour (PCC, AC, and Masonry)	\$55.00
H2O Analysis, Chloride, and Sulfate Content	\$145.00

-Laboratory test unit prices are based on the average running time required for each test. Any special research or unusual sample preparation will be based upon hourly personnel charges plus the unit price of the test.

-All samples will be discarded thirty (30) days after submission of our final report, unless otherwise directed by the client. Upon request, Eastern Sierra Engineering will return the samples to the client or keep them for the client for an agreed upon monthly fee.

-Any testing required that is not covered by this fee schedule will be contracted by an outside firm and the fee will be cost plus 10%.

-Inspection and materials testing technician services are billed portal to portal from the laboratory.

-Overtime rates of time and one-half or Double Time will be charged at the appropriate rate. Overtime is defined as any hour of services provided in excess of 8 hours in a single day or any hour of service provided on a Saturday or Sunday



CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

May 2, 2014

12.1.36

Lynn Flanigan, P.E.
Senior Engineer
Inyo County Public Works Department
P.O. Box Q
Independence, CA 93526

**Revised Proposal for the Pavement Investigation for the
Sunland Drive Bicycle Lanes Project and the South Bishop Resurfacing Project**

Dear Lynn,

Eastern Sierra Engineering (ESE) is pleased to provide this proposal for Pavement Investigation Services for work associated with the Sunland Drive Bicycle Lanes project and the South Bishop Resurfacing Project located in Bishop, California. We understand the County will prepare final plans and specifications for the reconstruction/rehabilitation of approximately 3.8 miles of Sunland Drive from the intersection of US Highway 395 to the intersection of West Line Street to be constructed during the 2015 construction season. The design will include the addition of two, four foot wide bicycle lanes on Sunland Drive. The project will also include Sunland Reservation Road from US Highway 395 to Sunland Drive and Sunland Reservation Road from Sunland Drive to Schober Lane. The section of Sunland Reservation Road from US Highway 395 to Sunland Drive will be reconstructed and the section from Sunland Drive to Schober Lane will receive an asphalt concrete overlay.

Pavement Investigation

ESE anticipates coring the existing asphalt concrete in approximately 24 locations to identify existing pavement thickness and obtaining subgrade samples for laboratory testing. ESE will also hand excavate approximately 18 test pits in the roadway shoulder to evaluate the native material due to the proposed widening associated with the bicycle lanes. ESE will provide a flexible pavement design to be used by the County in preparation of the project plans and specifications. ESE will also perform a review and provide comments and recommendations on the plans and specifications prepared by the County.

ESE anticipates the following services for the pavement investigation phase of the project will be required:

- ESE will locate each core and test pit and will contact USA to clear each location of underground utilities.

- ESE will use a six inch diameter core barrel to core the existing pavement and obtain samples of the subgrade material. Core holes will be backfilled with native material and topped with a non-shrink grout. Test pits will be located in shoulder areas and will be excavated by hand and loosely backfilled with native material.
- Conduct laboratory testing on representative soil samples obtained from the test locations to classify material and identify soil engineering properties. Laboratory testing will include moisture content (ASTM D2216), particle size analysis (ASTM 136) and Atterberg limits (ASTM 4318) to determine the soil classification per UCS. We will also perform Resistance Value (ASTM D2844) testing on selected samples to determine strength characteristics.
- Prepare one typed letter report summarizing ESE's field observations, existing asphalt concrete thickness, laboratory test data, soil classification and flexible pavement thickness design.
- Review and provide comments and recommendations on the plans and specifications prepared by the County.

Fees for ESE's services would be provided on a time and expense basis utilizing the rates shown in the attached Standard Rate Schedule. With the scope outlined above we estimate the fees for our services to be \$14,475 for work associated with the South Bishop Resurfacing project and \$14,475 for work associated with the Sunland Bike Lanes project for a total estimated fee of \$28,950. The attached Estimated Cost Summary presents a breakdown of our estimate. The actual costs could be higher or lower than presented as they are directly influenced by project scheduling, workmanship and material quality, weather and other factors out of our direct control.

We trust this provides the information you require at this time. Please do not hesitate to contact me at (775) 828-7220 extension 201 if you have any questions or require additional information.

Sincerely,
Eastern Sierra Engineering, P.C.



Shawn W. Jenkins, P.E.
Principal Engineer

Attachments: Estimated Cost Summary
2014 Standard Rates for Technical Services

Estimated Cost Summary
Pavement Investigation
Sunland Drive Bicycle Lanes Project
and the South Bishop Resurfacing Project

Item	Labor				Laboratory Testing		
	Principal Engineer	Project Engineer	Senior Tech	Travel	Quantity	Unit Price	Total Price
	\$ 135/hr	\$ 105/hr	\$ 120/hr	\$ 70/hr			
Field Investigation							
USA Locate	8	8	8				
Exploration - 18 test pits			24	6			
Exploration - 24 cores			24	6			
Traffic control			24	6			
Laboratory Testing							
Sieve Analysis					30	\$ 90.00	\$ 2,700.00
Atterberg Limits					30	\$ 85.00	\$ 2,550.00
Moistures					30	\$ 20.00	\$ 600.00
R-Value					6	\$ 250.00	\$ 1,500.00
Analysis/Letter Report	8	24	24				
Review/Comment Plans and Specs	8	12					
Total Hours	24	44	104	18			
Total Cost	\$ 3,240	\$ 4,620	\$ 12,480	\$ 1,260			\$ 7,350

Total Labor Cost	\$ 21,600
Total Laboratory Testing	\$ 7,350
Total Estimated Project Cost	\$ 28,950

Total Estimated Cost Associated with South Bishop Resurfacing Project	\$ 14,475
Total Estimated Cost Associated with Sunland Bicycle Lanes Project	\$ 14,475

2014 STANDARD RATES FOR TECHNICAL SERVICES

I. Personnel

Charges will be made at the following rates for time spent in project management, consultation or meetings related to the project, conducting field inspections, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

A. Professional Services

President	\$170.00/hour
Principal Engineer	\$135.00/hour
Project Manager	\$120.00/hour
Senior Engineer	\$120.00/hour
Project Engineer/Designer	\$105.00/hour
Staff Engineer/Designer	\$100.00/hour

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	\$120.00/hour
Technician/Inspector (Prevailing Wage)	\$100.00/hour
Senior Technician/Inspector (Regular Wage)	\$85.00/hour
Technician/Inspector (Regular Wage)	\$80.00/hour

II. Expenses

A. Expenses

Transportation	Current IRS Standard Mileage Rate
Supplies & Shipping	Cost plus 15%

B. Equipment

Coring per core	\$20.00/each
Pachometer	\$7.50/hr
Torque Wrench	\$25.00/day
Skidmore	\$25.00/day

III. Subcontracts

Subcontract services will be invoiced at cost plus 10%

IV. Laboratory Testing

<u>Tests</u>	<u>Unit Price/Test</u>
<i>Index Tests</i>	
Moisture Content (ASTM D2216)	\$20.00
Moisture Content and Dry Density	\$35.00
Atterberg Limits (ASTM 4318)	\$85.00
<i>Particle Size Analysis</i>	
Sieve	\$90.00
Minus #200 (ASTM D 1140)	\$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	\$200.00
<i>Specific Gravity</i>	
Soils (ASTM D 854)	\$80.00
Fine Aggregate w/ Absorption (ASTM C128)	\$80.00
Coarse Aggregate w/ Absorption (ASTM C 127)	\$75.00
<i>Moisture-Density Relations</i>	
Standard Proctor (ASTM D 698)	\$165.00
Modified Proctor (ASTM 1557)	\$165.00
Compaction Check Point	\$55.00
Rock Correction per Test	\$75.00
<i>Aggregate Testing</i>	
Clay Lumps and Friable Particles (ASTM C 142)	\$75.00
Flat and Elongated	\$100.00
Fractured Faces (Nev T 230)	\$80.00
Sand Equivalent (ASTM D 2419)	\$75.00
Organic Impurities (ASTM C40)	\$50.00
Dry Unit Weight of Aggregates (ASTM C 29)	\$60.00
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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 Closed Session Informational

FROM: Planning and Water Departments

FOR THE BOARD MEETING OF: June 3, 2014

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

DEPARTMENTAL RECOMMENDATION: 1) Request the Board ratify and approve Amendment No. Eight to the contract between County of Inyo and Daniel B. Stephens & Associates, Inc. (DBSA) to modify the contract to add tasks to the scope of work, and to increase the amount payable under the agreement by \$5,000.00, and authorize the Chairperson to sign, contingent upon adoption of future budgets and on obtaining appropriate signatures.

2) Request the Board amend the FY 2013-14 Planning Department Budget (23800) as follows: increase estimated revenue in Revenue Code Services and Fees (Revenue Code 4819) by \$15,000 and increase appropriation in Professional and Special Services (Object Code 5265) by \$15,000 (4/5 vote required).

SUMMARY DISCUSSION:

Contract Amendment No. Eight: On March 11, 2009 the Inyo County Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified an associated Environmental Impact Report (EIR), which permitted the Coso Operating Company (Coso) to extract groundwater from two existing wells on its Hay Ranch in the Rose Valley and transport it via pipeline to Coso's geothermal plant at China Lake Naval Air Weapons Station nine miles east. Conditions of approval include a Hydrologic Mitigation Monitoring Plan (HMMP), which provides a mechanism to monitor groundwater levels in the Rose Valley and to regulate Coso's groundwater pumping to ensure less than significant impacts. Subsequently, an appeal was filed and the Board upheld the Planning Commission's decision on May 6, 2009. Two additional appeals were filed; one in 2011 and a second in 2013. Both appeals were denied.

Inyo County is continuing to monitor Coso's water pumping pursuant to the HMMP. Additional monitoring is necessary based on Coso's modified pumping levels.

On November 20, 2010, the Board approved Amendment No. One to the contract between County of Inyo and DBSA which amended the schedule of fees to reflect the contract limit and not a task limit. On April 5, 2011, the Board approved Amendment No. Two to the contract between County of Inyo and DBSA to amend the contract term to April 15, 2012 and to increase the amount payable under the agreement to fund necessary hydrologic analysis as required by mitigation measures established in the CUP and Environmental Impact Report. On April 10, 2012, the Board approved Amendment No. Three to the contract between County of Inyo and DBSA to amend the contract term to June 30, 2013. On June 25, 2013, the Board approved Amendment No. Four to the contract between County of Inyo and DBSA to amend the contract term to December 31, 2013 and amended the schedule of fees to reflect the 2013 DBSA Standard Schedule of Fees. On July 16, 2013, the Board approved Amendment No. Five to the contract

between County of Inyo and DBSA to increase the amount payable under the agreement and added tasks to the scope of work. On December 13, 2013, the Board approved Amendment No. Six to the contract between the County of Inyo and DBSA to extend the contract term to March 31, 2014. On March 25, 2014, the Board approved Amendment No. Seven to extend the contract term to September 30, 2014 and increase the amount payable under the agreement by \$10,000.00.

Budget Amendment: Planning Department staff has been working to more accurately project revenues and expenses associated with projects being processed than in the past. Expenses and revenues for these projects typically fall into Expenses Object Code 5265 and Revenues Object Code 4819. For private projects requiring consultant expertise, a deposit from the applicant is required to pay the consultant. The funds are deposited into a trust, and are withdrawn to pay the consultant's invoices.

The expanded scope on the Coso Operating Company HMMP was not anticipated at the time of Third Quarter Financial Report. In order to continue moving forward expeditiously with all of the Planning Department's projects, it is necessary to increase expenses and revenues to compensate the various consultants and continue work on the projects this fiscal year. At third quarter, staff determined that it was not necessary to adjust these two subject budget categories that would be utilized through the end of the year.

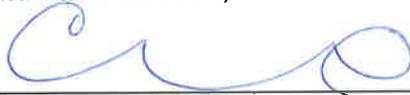
ALTERNATIVES: 1) The Board could not approve the contract amendment. This is not recommended as additional work may be necessary.

2) The Board could not approve the budget amendment. This is not recommended as it the Planning Department may need to reallocate resources from other important planning projects.

OTHER AGENCY INVOLVEMENT: Coso Operating Company, LLC, Daniel B. Stephens & Associates, County Counsel

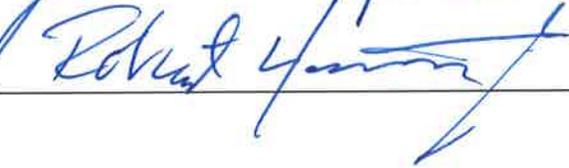
FINANCING: 1) Financing will continue to be provided by deposit from the Coso Operating Company, LLC (Coso Monitoring & Mitigation Fund Balance, 503823). \$9,521.61 remains on the Contract with DBSA for the provisions of hydrologic analysis services. Work on tasks in accordance with this amendment will take place in FY 2013-2014, and may continue into FY 2014-2015.

2) The proposed budget amendment will increase Professional and Special Service Expenses (Revenue Code 5265) to \$307,560.00 and Services and Fees Revenues (Object Code 4819) to \$327,400.00, both by \$15,000. Accordingly, the budgeted increase in revenues and expenses will balance. Staff has estimated revenues for the remainder of the fiscal year, and anticipates achieving this total revenue.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>05/28/14</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: <input checked="" type="checkbox"/> Date <u>5/28/14</u>
PERSONNEL DIRECTOR: <i>NA</i>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE:
 (Not to be signed until all approvals are received)  Date: 5-29-14

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)  Date: 5/28/14

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)  Date: 5/28/14

Attachments

- 1 – Proposed Contract Amendment (DBSA)

**AMENDMENT NO. EIGHT TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES INC.
FOR THE PROVISION OF HYDROLOGIC ANALYSIS
SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Daniel B. Stephens & Associates Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services: hydrologic analysis services dated April 20, 2010 on County of Inyo Standard Contract No. 156 for the term from April 15, 2010 to April 15, 2011; and

WHEREAS, by contract Amendment One, dated November 30, 2010, the County and Contractor have amended the schedule of fees to indicate that fees will be paid by the hour not to exceed the Limit Upon Amount Payable under Agreement; and

WHEREAS, by contract Amendment Two, dated April 5, 2011, the County and Contractor have extended the contract term to April 15, 2012, increased the amount payable under the agreement to \$165,129.64, and added tasks to the scope of work; and

WHEREAS, by contract Amendment Three, dated April 10, 2012, the County and Contractor have extended the contract term to June 30, 2013; and

WHEREAS, by contract Amendment Four, dated June 25, 2013, the County and Contractor have extended the contract term to December 31, 2013 and amended the schedule of fees; and

WHEREAS, by contract Amendment Five, dated July 16, 2013, the County and Contractor have increased the amount payable under the agreement to \$169,360.14, and added tasks to the scope of work; and

WHEREAS, by contract Amendment Six, dated December 13, 2013, the County and Contractor have extended contract term to March 31, 2014; and

WHEREAS, by contract Amendment Seven, dated March 25, 2014, the County and Contractor have extended contract term to September 30, 2014 and amended the schedule of fees; and

WHEREAS, the schedule of fees amended by contract Amendment Seven was approved by the County Administrative Officer; and

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

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

County and Contractor hereby amend such Agreement, Amendment Eight, as follows:

Amend Section 1 Scope of Work to include the following tasks:

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

Task 2. The updated and recalibrated model shall be used to produce a pumping rate that may be sustained for a two year period from July 1, 2014 through June 30, 2016, subject to the limitation that groundwater discharge at Little Lake does not decline by more than 10% of its simulated value as of the end of 2009. Maximum drawdown and drawdown at the time when pumping ceases shall be estimated at monitoring wells.

Task 3. The updated and recalibrated model shall be used to produce a pumping rate that may be sustained for a period from July 1, 2014 through May 6, 2039, subject to the limitation that groundwater discharge at Little Lake does not decline more than 10% of its simulated value as of the end of 2009. Maximum drawdown and drawdown at the time when pumping ceases shall be estimated at monitoring wells.

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

Amend Section 3(D) (Limit Upon Amount Payable under Agreement) to increase the total sum of all payments made by the County to Consultant for services and work performed under agreement to \$184,360.14.

**AMENDMENT NO. EIGHT TO THE AGREEMENT BETWEEN
THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES INC.
FOR THE PROVISION OF HYDROLOGIC ANALYSIS SERVICES**

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

COUNTY

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 21
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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: June 3, 2014

SUBJECT: Designation of Critical Habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad

RECOMMENDATION: Review draft correspondence to the U.S. Fish and Wildlife Service regarding the listing of the Mountain Yellow Legged Frog complex as endangered and the Yosemite Toad as threatened, and authorize the Chair to sign correspondence in regards thereto.

SUMMARY DISCUSSION: On April 29, 2014, the U.S. Fish and Wildlife Service (USFWS) officially listed the Mountain Yellow Legged Frog complex as endangered and the Yosemite Toad as threatened.¹ Critical habitat for these species is proposed in Inyo County and adjacent to the County along the crest of the Sierra Nevada. The final rule for critical habitat is anticipated to be available in early 2015. The Board has issued correspondence previously regarding the proposals, including several comments on the proposed listings and critical habitat, requests for public meetings and hearings, and an extension of the comment period. The Board issued analysis of the Draft Economic Analysis prepared by USFWS, including an independently prepared economic analysis of the proposed listing in Inyo County. The Board also conducted a special meeting on September 23, 2013 with USFWS, the Forest Service, and the California Department of Fish and Wildlife, and attended USFWS workshops and hearings in Bridgeport and Sacramento, respectively.

Staff has drafted the attached correspondence for the Board's consideration to USFWS in response to the official listing. The correspondence addresses ongoing concerns regarding potential economic impacts associated with the endangered species listing and requests the USFWS continue to refine the critical habitat designation to minimize restrictions to existing activities within the proposed critical habitat area. The correspondence also requests the County be consulted as a vested stakeholder in the development of the Species Recovery Plan. There are no further public comment periods associated with either the listing or the designation; however, staff anticipates providing further input in response to the critical habitat designation as part of the species recovery planning process, and at other times as deemed appropriate.

ALTERNATIVES: The Board could direct changes to the correspondence, or not submit correspondence.

OTHER AGENCY INVOLVEMENT: Department of Interior, USFWS; other agencies with jurisdiction (U.S. Forest Service, California Department of Fish and Wildlife, etc.); neighboring Counties.

FINANCING: General funds are utilized to monitor federal rule making.

¹ Refer to http://inyoplanning.org/projects/USFW_YellowLeggedFrog.htm for background information regarding the proposals and the County's previous correspondence.

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: 5/28/14

Attachments

1. Draft Correspondence to the U.S. Fish and Wildlife Service

June 3, 2014

Secretary Jewell
U.S. Department of the Interior
1849 C Street, N.W.
Washington, DC 20240

Re: Final Rule Listing the Sierra Nevada Yellow-Legged Frog and the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog as endangered, and the Yosemite Toad as threatened

Dear Secretary Jewell:

On behalf of the Inyo County Board of Supervisors, we wish to thank you for the opportunity to participate in development of the listing for the above species, and commend you and your staffs for the hard work you have undertaken to solicit the concerns of an alarmed public and incorporate them into the final rule. We are committed to working with you to reverse the decline of these species, and we recognize that these actions will require substantial efforts locally as well as regionally and nationally.

After reviewing the final rule, we have ongoing concerns that the listing may have detrimental impacts to our regional economy and cultural identity, particularly in regards to certain activities that may be interpreted as a violation of Section 9 of the Endangered Species Act. Pursuant to the listing, these activities would be considered a violation in certain instances where the frog is currently extant; however, activities which are otherwise lawful could be considered a violation throughout the species' historic range if the U.S Fish and Wildlife Service (Service) determines the critical habitat designation is warranted. Inyo County's economy is based primarily on agriculture and tourism, particularly recreational fishing, and any limitations on these activities throughout the exceptionally broad area proposed to be included in the designation would have disastrous consequences on our regional economy.

We urge the Service to be diligent in refining the final critical habitat rule to make certain that otherwise lawful activities will not be unnecessarily curtailed or prohibited and to ensure defined primary constituent elements specify only those features which are truly essential habitat for the species. Based on the final listing rule, this would exclude lower elevation lakes, where the species does not currently and has not historically existed, as well as highly valued and successful fisheries. We wish to reiterate our request that the following lakes be excluded from the critical habitat designation. This inventory was developed in partnership with the California Department of Fish and Wildlife, and is consistent with the High Mountain Lakes Project, as noted:

Inyo County Lakes and Basins Requested to be Excluded from Proposed Critical Habitat

Location (and Subunit)	Deficient Primary Constituent Elements¹ Section 3(5)(A)(i)	Exclusion Benefits Section 4(b)(2)	Resulting in Extinction Section 4(b)(2)
1. South Lake (Subunit 3E)	<ul style="list-style-type: none"> • Self-sustaining fish population • Large, deep and well-connected: fish removal is impractical • Easily accessed, heavily used fishery and recreation area • Existing Southern California Edison (SCE) power-generation dam limits habitat quality. Reservoir is frequently drained and is not suitable for habitat. • Would be contingent on removing fish from upstream watershed. • Not in Wilderness Boundary. 	<ul style="list-style-type: none"> • Assurance of existing electrical generation capacity for the state from renewable resources • Site visits to this popular fishery support the estimated annual \$17 million fishing, hiking, backpacking, and outdoor recreation sector of the Inyo County economy. 	No foreseeable justification: this location is not included as a potential recovery site in CDFW's High Mountain Lakes Project as it does not meet selection criteria.
2. South fork of Bishop Creek beginning at and downstream from Bishop Lake (Subunit 3E)	<ul style="list-style-type: none"> • Self-sustaining fish population • Large, deep and well-connected: fish removal is impractical and dispersal barriers are few • Easily accessed, heavily used fishery and recreation area. 	<ul style="list-style-type: none"> • Site visits to this popular fishery support the estimated annual \$17 million fishing, hiking, backpacking, and outdoor recreation sector of the Inyo County economy. 	No foreseeable justification: this location is not included as a potential recovery site in CDFW's High Mountain Lakes Project.
3. Treasures Lakes 1 and 2, and downstream (Subunit 3E)	<ul style="list-style-type: none"> • Self-sustaining fish population • Large, deep and well-connected: fish removal is impractical • Easily accessed, heavily used fishery and recreation area, including one of the only fisheries with Golden Trout. 	<ul style="list-style-type: none"> • Site visits to this popular fishery support the estimated annual \$17 million fishing, hiking, backpacking, and outdoor recreation sector of the Inyo County economy. 	No foreseeable justification: this location is a low priority as a potential recovery site in CDFW's High Mountain Lakes Project.
4. Lamarck	<ul style="list-style-type: none"> • Self-sustaining fish 	<ul style="list-style-type: none"> • Site visits to this popular 	No foreseeable

¹ Analysis is consistent with individual management unit plans from CDFW Region 6's High Mountain Lakes Project.

<p>Creek, beginning at and including Upper and Lower Lamarck Lakes and Grass Lake (Subunit 3E)</p>	<p>population</p> <ul style="list-style-type: none"> • Easily accessed, heavily used fishery and recreation area. • Large, deep and well-connected: fish removal is impractical 	<p>fishery support the estimated annual \$17 million fishing, hiking, backpacking, and outdoor recreation sector of the Inyo County economy.</p>	<p>justification: this location is not included as a potential recovery site in CDFW's High Mountain Lakes Project.</p>
<p>5. North Fork of Bishop Creek in the Paiute Pass drainage, beginning at and downstream from Paiute Pass (Subunits 3E, 13)</p>	<ul style="list-style-type: none"> • Self-sustaining fish population • Well-connected: fish removal is impractical and dispersal barriers are few • Easily accessed, heavily used fishery and recreation area • This area is a CDFW experimental fishery, developed in collaboration with local business and stakeholders. 	<ul style="list-style-type: none"> • Site visits to this popular fishery support the estimated annual \$17 million fishing, hiking, backpacking, and outdoor recreation sector of the Inyo County economy. 	<p>No foreseeable justification: this location is not included as a potential recovery site in CDFW's High Mountain Lakes Project.</p>
<p>6. Rock Creek Lake (Subunit 3D)</p>	<ul style="list-style-type: none"> • Self-sustaining fish population • Large, deep and well-connected: fish removal is impractical and dispersal barriers are few • Easily accessed, heavily used fishery and recreation area • <i>Bd</i> fungus positive: recolonization efforts by the CDFW have been unsuccessful • Would be contingent on removing fish from upstream watershed. 	<ul style="list-style-type: none"> • Site visits to this popular fishery support the estimated annual \$17 million fishing, hiking, backpacking, and outdoor recreation sector of the Inyo County economy. 	<p>No foreseeable justification: this location is not included as a potential recovery site in CDFW's High Mountain Lakes Project as it does not meet selection criteria</p>
<p>7. Rock Creek downstream from Chickenfoot and Ruby Lakes (Subunit 3D)</p>	<ul style="list-style-type: none"> • Self-sustaining fish population • Well-connected: dispersal barriers are few • Easily accessed, heavily used fishery and recreation area 	<ul style="list-style-type: none"> • Site visits to this popular fishery support the estimated annual \$17 million fishing, hiking, backpacking, and outdoor recreation sector of the Inyo County economy. 	<p>No foreseeable justification: this location is not included as a potential recovery site in CDFW's High Mountain Lakes Project as it does not meet selection criteria.</p>

	<ul style="list-style-type: none"> • <i>Bd</i> fungus positive: recolonization efforts by the CDFW have been unsuccessful. 		
8. Pine Creek, beginning at and downstream of Golden Lake (Subunit 13)	<ul style="list-style-type: none"> • Self-sustaining fish population • Large, deep and well-connected: fish removal is impractical • Easily accessed fishery and recreation area • Fish removal is not a threat to Yosemite Toad, so fish removal should not be considered a management strategy. 	<ul style="list-style-type: none"> • Site visits to this popular fishery support the estimated annual \$17 million fishing, hiking, backpacking, and outdoor recreation sector of the Inyo County economy. 	No foreseeable justification: this location is not included as a potential recovery site in CDFW's High Mountain Lakes Project as it does not meet selection criteria.
9. Robinson Lake (Subunit 3F)	<ul style="list-style-type: none"> • Self-sustaining fish population • Isolated, poor habitat • Moderately-easy to access fishery and recreation area • Not in Wilderness Boundary. 	<ul style="list-style-type: none"> • Site visits to this popular fishery support the estimated annual \$17 million fishing, hiking, backpacking, and outdoor recreation sector of the Inyo County economy. 	No foreseeable justification: this location is not included as a potential recovery site in CDFW's High Mountain Lakes Project.
10. The North Fork of Independence Creek, beginning at and downstream from Heart Lake (Subunit 3F)	<ul style="list-style-type: none"> • Self-sustaining fish population • Large, deep and well-connected: fish removal is impractical • Easily accessed, heavily used fishery and recreation area. 	<ul style="list-style-type: none"> • Site visits to this popular fishery support the estimated annual \$17 million fishing, hiking, backpacking, and outdoor recreation sector of the Inyo County economy. 	No foreseeable justification: this location is not included as a potential recovery site in CDFW's High Mountain Lakes Project.
11. The North Fork of Big Pine Creek, beginning at and downstream of Third Lake (Subunit 3E)	<ul style="list-style-type: none"> • Self-sustaining fish population • Easily accessed, heavily used fishery and recreation area • CDFW experimental fishery • <i>Bd</i> fungus positive: existing population has been recently infected and potentially extirpated. 	<ul style="list-style-type: none"> • Site visits to this popular fishery support the estimated annual \$17 million fishing, hiking, backpacking, and outdoor recreation sector of the Inyo County economy. 	No foreseeable justification: this location is not included as a potential recovery site in CDFW's High Mountain Lakes Project.
12. Baker Creek beginning at and	<ul style="list-style-type: none"> • Self-sustaining fish population • Well-connected: fish 	<ul style="list-style-type: none"> • Site visits to this popular fishery support the estimated annual \$17 	Not applicable: recolonization attempts have been unsuccessful,

downstream from Thunder and Lightning Lake (Subunit 3E)	<p>removal is impractical and dispersal barriers are few</p> <ul style="list-style-type: none"> • Easily accessed, heavily used fishery and recreation area • Bd fungus positive existing population has been recently infected and potentially extirpated. 	million fishing, hiking, backpacking, and outdoor recreation sector of the Inyo County economy.	demonstrating this location is not available for the recovery of the species.
13. The Coyote Flats – the West Fork of Coyote Creek, downstream of Coyote Lake, Baker Creek (Bd positive), and Cow Creek (Bd positive) (Subunit 3E)	<ul style="list-style-type: none"> • <i>Bd</i> fungus positive • Easily accessed OHV and recreation area • Grazing lease • Rocky Bottom Lake and Funnel Lake seasonal snowmelt lakes and therefore are unsuitable habitat for frogs • Not in Wilderness Boundary. 	<ul style="list-style-type: none"> • Site visits to this popular fishery support the estimated annual \$17 million fishing, hiking, backpacking, and outdoor recreation sector of the Inyo County economy. • Grazing leases in the Coyote Flats supports approximately 400 head of cattle, which represents an estimated \$376,000 contribution the agriculture sector of the Inyo County economy. 	Not applicable: recolonization attempts have been unsuccessful, demonstrating this location is not available for the recovery of the species.
14. Mulkey Meadows (Subunit 5B)	<ul style="list-style-type: none"> • Grazing lease • Native populations of Golden Trout • Bd fungus positive – though populations have subsisted. 	<ul style="list-style-type: none"> • Site visits to this popular fishery support the estimated annual \$17 million fishing, hiking, backpacking, and outdoor recreation sector of the Inyo County economy. • Grazing leases in Mulkey Meadows supports approximately 235 head of cattle, which represents an estimated \$221,000 contribution the agriculture sector of the Inyo County economy. 	No foreseeable justification: this location is not included as a potential recovery site in CDFW's High Mountain Lakes Project.
15. Birch Creek ²	<ul style="list-style-type: none"> • Easily accessed OHV and recreation area. • Grazing lease 	<ul style="list-style-type: none"> • Site visits to this popular fishery support the estimated annual \$17 million fishing, hiking, 	No foreseeable justification: this location is not included as a potential recovery

² The County requests that Birch Creek be removed from consideration for expanding the Critical Habitat area per the suggestion of the US Forest Service.

		backpacking, and outdoor recreation sector of the Inyo County economy.	site in CDFW's High Mountain Lakes Project.
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We encourage the U.S. Fish and Wildlife Service to adopt the mission of the California Department of Fish and Wildlife's (CDFW) High Mountain Lakes Project to "manage lakes and streams in a manner which maintains or restores native biodiversity and habitat quality, supports viable populations of native species, and provides for recreational opportunities considering historical and future use patterns" in developing a balanced recovery plan. We request the Service consult with CDFW to establish evaluative criteria based on the High Mountain Lakes Project for identifying features considered for inclusion in critical habitat.

In closing, we would like to express our interest in participating in the development of the Species Recovery Plan, and request the Service to keep us informed of the species recovery planning process and any additional opportunities to participate. Thank you again for the opportunity to provide input into this important rulemaking process. If you have any questions, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us.

Sincerely,

Supervisor Richard Pucci, Chairperson
Inyo County Board of Supervisors

cc: Board of Supervisors
County Administrative Officer
County Counsel
Planning Director
Secretary Vilsack, USDA
Doug Wilson, Willdan
Regional Council of Rural Counties
California State Association of Counties
National Association of Counties
Fresno County
Tulare County
Mono County
Dan Ashe, U.S. Fish and Wildlife Service
Jennifer Norris, U.S. Fish and Wildlife Service
Robert Moler, U.S. Fish and Wildlife Service

Stephanie Weagley, U.S. Fish and Wildlife Service
Ed Armenta, Inyo National Forest
Chief Tidwell, Forest Service
Heidi Sickler, California Department of Fish and Wildlife



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: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 3, 2014

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 23

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 3, 2014

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 24

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 3, 2014

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

SUMMARY DISCUSSION: - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 3, 2014

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

SUMMARY DISCUSSION: - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme drought conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



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: June 3, 2014

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meetings of A) May 13, 2014 and May 20, 2014.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

<u>APPROVALS</u>	
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 X Departmental Correspondence Action Public Hearing
 Scheduled Time 11:00 PM Closed Session Informational

FROM: **Water Department**

FOR THE BOARD MEETING OF: **June 3, 2014**

SUBJECT: **Workshop on water-related legislation under consideration**

DEPARTMENTAL RECOMMENDATION:

The Water Department requests that your Board receive a workshop on water-related legislation currently under development by the State of California, and provide direction to staff concerning correspondence related to the legislation.

SUMMARY DISCUSSION:

Two major legislative efforts are currently under development by the Governor and legislature: (1) legislation aimed at greater governmental regulation, monitoring, and management of groundwater, and (2) a water bond to fund water-related activities such as increased water storage, local water resource development, delta sustainability, integrated regional water planning, groundwater, watershed protection and restoration, and water reuse and recycling. The workshop will present material related to pending groundwater management legislation and the content of the water bond.

Backup material attached:

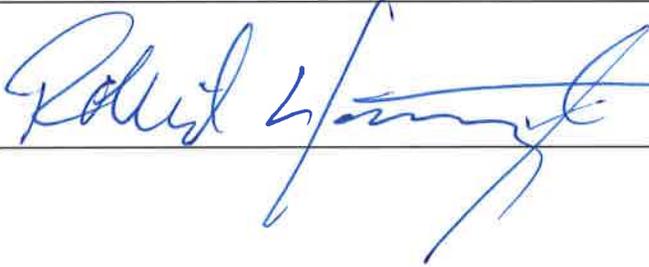
1. Required components of groundwater management plans under existing legislation.
2. California Water Foundation recommendations to the Governor for sustainable groundwater management.
3. Summary of SB 1168 (Pavley) groundwater management bill
4. Summary of AB 1739 (Dickinson) groundwater management bill
5. Comparison of proposed water bond bills
6. Letter from Tulare and San Joaquin counties
7. Water bond framework proposed by Tulare and San Joaquin counties.

OTHER AGENCY INVOLVEMENT:

LADWP, State of California.

FINANCING:

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: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date: _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:  Date: 5/28/14
(Not to be signed until all approvals are received)

Required technical components of the Groundwater Management Plan

A properly prepared groundwater management plan will include all the required components identified in California Water Code (CWC) Section 10753.7. These required components were included in the CWC in 2002 with SB 1938 and further enhanced in 2013 with AB 359. The plans may also include none, some, or all of the twelve voluntary components identified in CWC Section 10753.8. These components were added into the CWC in 1992 with AB 3030 (Groundwater Management Act).

Note: The bracketed text at the end of each step is the citation California Water section.

Required components

For the purposes of qualifying as a groundwater management plan under this section, a plan **shall** contain the components that are set forth in section 10753.7. Also a local agency seeking state funds administered by the department for groundwater projects or groundwater quality projects **shall do all** of the following *[10753.7 (a)]*. Details in this section contain CWC language and if necessary a breakdown of the different parts of the code for easy of reading. Use this document as a guide and please refer to the actual CWC language when necessary.

- 1) **Prepare and implement** a groundwater management plan that includes basin management objectives (BMO) for the groundwater basin that is subject to the plan. The plan shall include components relating to the monitoring and management of groundwater levels within the groundwater basin, groundwater quality degradation, inelastic land surface subsidence, changes in surface flow and surface water quality that directly affect groundwater levels or quality or are caused by groundwater pumping in the basin, and **(New)** a description of how recharge areas identified in the plan substantially contribute to the replenishment of the groundwater basin. *[10753.7 (a) (1)]*

The following is a restructuring of the CWC section detail above to aid in reading:

- a) The monitoring AND management of groundwater levels within the groundwater basin
- b) The monitoring AND management of groundwater quality degradation
- c) The monitoring AND management of inelastic land surface subsidence
- d) The monitoring AND management of changes in surface flow and surface water quality that directly affect groundwater levels or quality
- e) The monitoring AND management of changes in surface flow and surface water quality that are caused by groundwater pumping in the basin
- f) **Effective 1/1/2013** – A description of how recharge areas identified in the plan substantially contribute to the replenishment of the groundwater basin

Specific and measureable BMOs need to be established to cover items a-e. Item f is not a BMO and is self-explanatory.

- 2) In support of component 1, the local agency shall prepare a plan to involve other agencies that enables the local agency to work cooperatively with other public entities whose service area or boundary **overlies the groundwater basin**. *[10753.7 (a) (2)]*

- 3) In support of component 1, the local agency shall prepare a map(s) that details the following. [10753.7 (a) (3)]
- a) The area of the groundwater basin, as defined in the department's Bulletin No. 118. (2003)
 - b) The area of the local agency that will be subject to the plan
 - c) The boundaries of other local agencies that overlie the basin in which the agency is developing a groundwater management plan.
 - d) **Effective 1/1/2013** – The groundwater management plan shall include a map identifying the recharge areas for the groundwater basin. [10753.7 (a) (4) (A)]

Effective 1/1/2013 – “map identifying the recharge areas” means a map that identifies, or maps that identify, the current recharge areas that substantially contribute to the replenishment of the groundwater basin. [10753.7 (a) (4) (D)]

- 4) The local agency shall adopt monitoring protocols that are designed to detect changes in groundwater levels, groundwater quality, inelastic surface subsidence for basins for which subsidence has been identified as a potential problem, and flow and quality of surface water that directly affect groundwater levels or quality or are caused by groundwater pumping in the basin. The monitoring protocols shall be designed to generate information that promotes efficient and effective groundwater management. [10753.7 (a) (5)]

The following is a restructuring of the CWC section detailed above to aid in reading:

- a) Adopt monitoring protocols that are designed to detect changes in groundwater levels
 - b) Adopt monitoring protocols that are designed to detect changes in groundwater quality
 - c) Adopt monitoring protocols that are designed to detect changes in inelastic surface subsidence for basins for which subsidence has been identified as a potential problem
 - d) Adopt monitoring protocols that are designed to detect changes in flow and quality of surface water that directly affect groundwater levels or quality
 - e) Adopt monitoring protocols that are designed to detect changes in flow and quality of surface water that are caused by groundwater pumping in the basin
- 5) For local agencies that are located in areas outside the groundwater basins delineated on the latest edition (2003) of the department's groundwater basin and subbasin map shall prepare groundwater management plans incorporating the components in this subdivision, and shall use geologic and hydrologic principles appropriate to those areas. [10753.7 (a) (6)]

1/1/2014

CALIFORNIA
WATER
FOUNDATION



Recommendations for Sustainable Groundwater Management:

Developed Through a Stakeholder Dialogue

May 2014

"GROUNDWATER IS ONE OF CALIFORNIA'S MOST IMPORTANT DROUGHT BUFFERS, AND CRITICAL TO A SUSTAINABLE WATER FUTURE"

**“GROUNDWATER IS ONE OF CALIFORNIA’S MOST IMPORTANT
DROUGHT BUFFERS, AND CRITICAL TO A SUSTAINABLE WATER FUTURE”**

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EXECUTIVE SUMMARY

Groundwater is critical to California's water supplies, accounting for about 40% of the water used in normal years and up to 60% of the water used during droughts.

Over 75% of Californians—as many as 30 million people—rely on groundwater for a portion of their drinking water. Groundwater resources are essential to the state's multi-billion dollar agriculture industry, as well as other sectors of the economy. Groundwater basins are found throughout the state and store billions of gallons of water, eclipsing the size of any of the state's other reservoirs. As California confronts one of the worst droughts in recorded history, it is critical to consider ways to protect this invaluable resource for the present and future health of California's farms, cities, and environment.

Managed correctly, groundwater provides a dependable and long-term supply of water for current and future generations. Groundwater can provide an essential buffer against droughts by providing additional water supplies in years when there is not enough rainfall or snow.

Unfortunately, in many parts of California groundwater is being pumped much faster than it is being replenished naturally or through methods involving infrastructure. Similar to the way a checking account works, when groundwater withdrawals exceed deposits, the result is an "overdraft." Overdrafting our groundwater leaves less water available during critically dry years, when farmers need it most. It causes conflicts between neighbors and deprives future generations of a vital resource.

As groundwater levels drop, the costs farmers and others must pay to retrieve that water can increase significantly. If enough of an overdraft occurs, the land can literally sink (called subsidence), causing significant damage to buildings and infrastructure, and leaving less room underground to store water in the future. In some cases, groundwater overdraft can result in significantly reduced water quality.

The solution to this problem is a consistent, statewide approach for *sustainable* groundwater management.

In January 2014 the Brown Administration released its *California Water Action Plan* that highlighted the importance of groundwater management at the local level. Shortly thereafter, the Brown Administration requested the California Water Foundation (CWF) to initiate a Stakeholder Dialogue ("Dialogue") and prepare a report to Governor Brown and the State Legislature with recommendations to achieve sustainable groundwater management. The Dialogue involved voices from agriculture, water agencies, under-represented communities, cities, environmental interests, and businesses throughout the state.

CWF is deeply appreciative of all who participated and shared their perspectives. The extensive outreach from the Dialogue highlighted a number of key findings that support and inform a statewide approach to achieve sustainable groundwater management:

- Groundwater is essential to California's economy, environment, and public health and safety.
- Current groundwater trends are not sustainable.

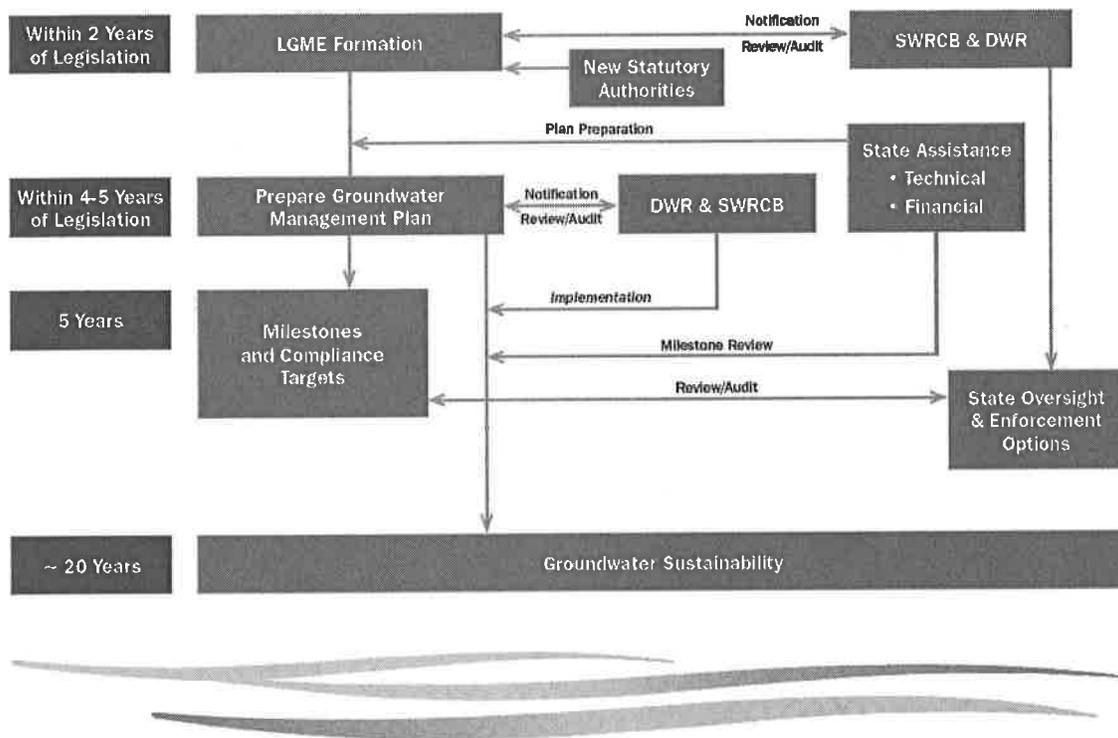
- Groundwater is closely linked to surface water, and is part of an interrelated system of water infrastructure, management, and the environment.
- Groundwater is most effectively managed at a local and regional level.
- Local groundwater managers require better tools to do their jobs.
- Protection of private property and water rights is imperative.
- Clear and meaningful state roles are needed to protect state interests.
- Groundwater is an important source of drinking water.
- Correcting the problem will take time, but in many places time is of the essence.
- Funding is needed to support effective management.
- Access to information is important for management and citizen understanding.
- Comprehensive legislation is necessary to address the state's complex groundwater management challenges.

The Dialogue built on these findings to develop seven recommendations that provide a framework for California to protect and sustainably manage its groundwater supplies so they are available when needed most by California's residences, farms, businesses, and environment, today and in the future. CWF's recommendations are:

1. Adopt a definition of "sustainable groundwater management."
2. Develop a statewide program that establishes a system of prioritization for all subbasins.
3. Establish local groundwater management entities (LGMEs).
4. Provide LGMEs with tools and authorities to achieve sustainability.
5. Require LGMEs to develop management plans with benchmarks and milestones.
6. Establish a clear and coordinated state role for assistance, oversight, and enforcement.
7. Provide funding for groundwater management.

These seven recommendations constitute distinct elements of a complete and comprehensive program. CWF pledges to continue to work with the Brown Administration, the State Legislature, and the broad diversity of stakeholders interested in the sustainability of California's water resources, to further refine and implement this package of recommendations over the coming months.

Proposed Groundwater Management Framework



This figure illustrates local and state roles and authorities within CWF's proposed groundwater management framework.

INTRODUCTION

The California Water Foundation (CWF) was established in 2011, as an initiative of Resources Legacy Fund, in an effort to move California to a more sustainable water management system for the benefit of farms, cities and the environment. This initiative stems from a fundamental observation that a wide range of stressors, including changing climate patterns, increasing population, aging infrastructure, and environmental degradation have reduced the water system's resilience and sustainability. CWF has invested in urban conservation, waste water recycling, flood plain management, stormwater capture, and a wide range of demonstration projects and stakeholder coalitions. As part of these investments CWF has consistently emphasized that integrated management of water resources, including groundwater, is essential to achieving resilience and long-term sustainability. California's groundwater resources provide a highly flexible supply that can be used to respond to drought, store wet-year water, and "fill the gap" when surface supplies are unexpectedly curtailed. Groundwater can be the centerpiece of a sustainable supply for farms, cities, and the environment, but only if it is effectively managed.

The *California Water Action Plan* released by the Brown Administration in January 2014 highlighted the importance of groundwater and the value of local management. In response to the Brown Administration's request for recommendations on groundwater legislation, CWF initiated a Stakeholder Dialogue ("Dialogue") process to prepare a report to Governor Brown and the State Legislature with recommendations to achieve sustainable groundwater management. Over the intervening eight weeks a wide range of knowledgeable people from around the state helped frame recommendations that reflect a primary local management role with clear targets, flexibility about local governance, a need for technical assistance and funding, and a meaningful state role in oversight and enforcement.

The results of this effort are organized and presented as follows in this Report:

- A review of the Dialogue process that provides additional details about participating stakeholders and their perspectives;
- A description of the background and challenges for California's groundwater management and current efforts to achieve measurable progress toward sustainable management;
- A set of key Findings; and
- A package of seven policy Recommendations intended to lead to a new state policy for meaningful, measurable improvement in groundwater management within realistic timeframes.

The Recommendations in this report reflect the best judgments of CWF about what is needed to achieve sustainable groundwater management while keeping decision making primarily at local and regional levels. CWF remains committed to a constructive public discussion about this critical issue and, ultimately, to meaningful legislative and policy actions.

STAKEHOLDER DIALOGUE PROCESS

PURPOSE OF DIALOGUE PROCESS

Over the past year California has seen the highest level of interest in groundwater management in nearly four decades. Problems with the current system of groundwater management are widely acknowledged, and discussions of possible solutions have been initiated in different forums. The Dialogue's objectives were to gather diverse input from knowledgeable stakeholders and members of the public about the context of the problem, develop and test ideas for improved management and reform, and ultimately develop a set of recommendations reflecting integration of key interests wherever possible. CWF sought participation from water agencies and associations, natural resource conservation advocates, environmental justice advocates, county representatives, representatives from the agriculture industry, farm bureaus, water quality advocates, and legislative and administrative officials.

Problems with the current system of groundwater management are widely acknowledged

The Dialogue did not pursue consensus-building towards unanimous agreement about solutions, but rather focused on identifying and understanding each stakeholder's full range of opinions, concerns, and ideas. Stakeholders provided critiques and recommendations based on their individual experience and expertise, but were not asked to formally represent their organizations or broader constituencies in order to maximize flexibility and openness in discussions and allow CWF to carry out an ambitious schedule.

DIALOGUE DETAILS

The Dialogue encompassed three distinct but related tracks, each intended to converge around preparation of this report. One track involved a Steering Committee of 13 stakeholders from a wide range of organizations, each having diverse expertise and perspectives (a membership list is in the Appendix). The Steering Committee members met in person three times over the course of six weeks (February 28, March 17, and April 9) at the CWF offices in Sacramento. Steering Committee members worked with each other and the CWF team to identify key issues, needs, potential solutions, and policy recommendations for the report. Steering Committee members reviewed a final draft version of the report in late April and provided comments to CWF in a series of individual telephone conversations.

A second but related track involved scheduling and conducting five Interest Group (IG) sessions, with one or more Steering Committee members participating in each session and assisting with identification of participants. The IG sessions were intended to extend the reach of the Dialogue and engage with knowledgeable stakeholders and organizations representing diverse geographies, economies, industries, and perspectives. The IG sessions were organized around conservation organizations, the environmental justice community, county representatives, agricultural groups, and water agencies. Each IG session offered options for in-person and remote participation via webinar and telephone. Each IG session also followed a consistent agenda and sought to explore the context for sustainable groundwater management in California and gather insight, feedback, and advice on approaches and solutions.

A third Dialogue track involved numerous one-on-one or small group meetings to address specific groundwater issues.

CWF found a notable level of convergence across the three tracks around the following concepts and proposals that are more fully developed in the Recommendations section of this report:

- Groundwater should be managed sustainably.
- Groundwater should be managed as part of a broader integrated approach that includes surface water, conservation, water quality, reuse, environmental stewardship, and other water management strategies.
- Groundwater should be managed at the level of existing subbasins and not based on political boundaries.
- Groundwater management is best accomplished at the local and regional level within a statewide framework.
- Groundwater management must respect private property and water rights.
- Water quality is an integral part of sustainable groundwater management.
- There is an important role for the state in providing technical assistance and carefully defined oversight.
- There is a need for continuous, reliable state, local, and regional funding as part of a plan for sustainable groundwater management.
- Groundwater management activities should be transparent and inclusive. Groundwater information should be publically accessible and management should incorporate meaningful stakeholder engagement.
- Land use decisions impact and are impacted by water management decisions. Better coordination is necessary while still respecting existing authorities.

CWF also found a diverse set of solutions proposed by stakeholders to address the following issues:

- The degree and adequacy of representation of disadvantaged communities affected by groundwater decision making.
- The relationship of new groundwater management authorities to the authorities of existing land use and water management entities.
- The potential role of the State Water Resources Control Board (SWRCB) in oversight and enforcement of a state groundwater program, including concerns about over-reaching, micro-management, and lack of appreciation for local challenges.
- The treatment of fractured rock aquifers that have different physical characteristics from alluvial aquifers and require different management approaches.
- The challenges associated with providing continuous and reliable funding for a state program and avoiding the creation of unfunded mandates.
- The potential for continued reductions in surface supplies from climate change and environmental protection to exacerbate groundwater overdraft and its impacts.

OTHER CONCURRENT PROCESSES

CWF's Dialogue benefited significantly from the Brown Administration's *California Water Action Plan* along with multiple additional groundwater management initiatives by the State Legislature, the Administration and SWRCB, and Association of California Water Agencies (ACWA).

- The Legislature held two oversight hearings, the first for the Assembly Committee on Water, Parks, and Wildlife on March 11, 2014 (entitled "Management of California's Groundwater Resources"), and the second for the Senate Committee on Natural Resources and Water on March 18, 2014 (entitled "Managing California's Groundwater: Issues and Challenges"). CWF leadership and several Steering Committee members testified at these hearings.
- The Administration held workshops on March 24 and April 16, 2014, to gather input on a groundwater legislative proposal as requested by Governor Brown. SWRCB separately prepared and received public comment on a "Groundwater Workplan Concept Paper" and held a public workshop on January 22, 2014.
- ACWA undertook an extensive groundwater management policy process in recent years and issued important documents in 2009 and 2011. ACWA released their more recent "Recommendations for Achieving Groundwater Sustainability" report on April 7, 2014.
- Links to other concurrent documents and processes may be found on SWRCB's website.

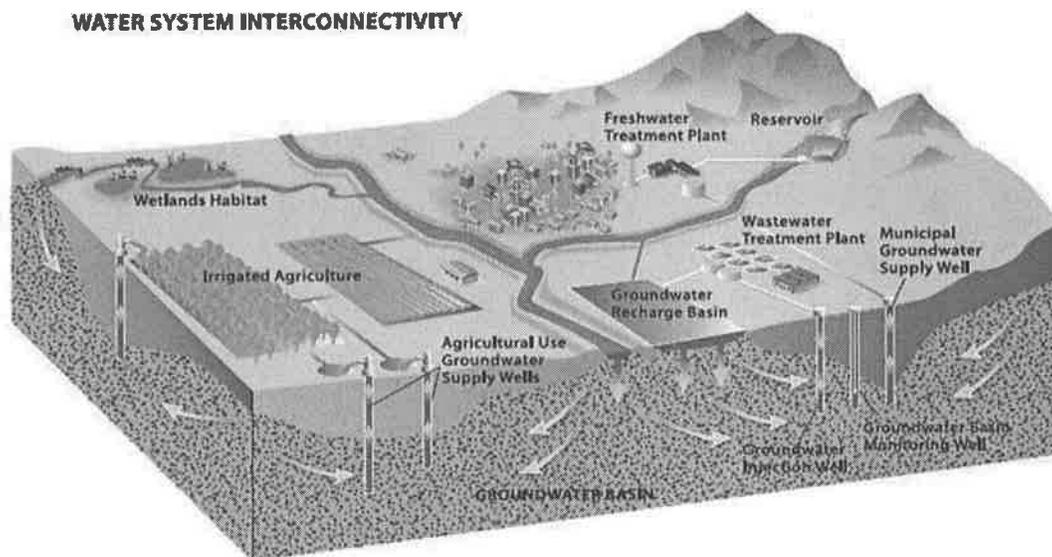
BACKGROUND AND CHALLENGES

Groundwater provides about 40% of California's water supply during an average year, and likely up to 60% or more during droughts such as this year. An estimated 30 million Californians, more than three quarters of the state's population, receives at least part of their drinking water from groundwater. Groundwater is critical to California's vibrant and diverse agricultural economy. The annual use of groundwater varies significantly depending on weather conditions and the availability of surface water supplies. Groundwater use in California is increasing, and demand is projected to accelerate in the future as the state's population surges from its current 38 million to over 50 million by 2049. Volatility of available surface water supplies due to the impacts of climate change and environmental protections is increasing pressure on groundwater. Some indications are that during this current drought groundwater may be providing 65% of the state's water supply.

Groundwater and surface water are closely interconnected parts of California's water management system, as shown in the illustration below. Groundwater use is affected by surface water availability, and surface water flow can be diminished by groundwater pumping. While groundwater issues must be addressed, that should occur within the context of the water system.

Groundwater is critical to California's vibrant and diverse agricultural economy

Finally, the physical, economic, and social dimensions of groundwater in California are remarkably diverse. The consequence is that management historically has been implemented at the local level. The unique characteristics of each place, and the local consequences of decision making, necessitate strong local authority and management. However, local jurisdiction is fragmented among different entities and does not correspond well to natural groundwater boundaries. The state also has a responsibility for managing this important resource to protect broad interests in the environment, economy, and public health and safety.



HISTORY OF GROUNDWATER DEVELOPMENT IN CALIFORNIA

Groundwater was historically an abundant and accessible resource in California that played a fundamental role in the development of the state. Artesian wells were once abundant where the city of San Jose stands today and groundwater was critical to the initial development of agriculture in the San Joaquin Valley. Even after large surface water projects were built groundwater played a role as a buffer when surface supplies were limited, helping California farmers and cities weather the effects of the droughts that are a part of the state's natural climate.

In 1914 California adopted a legal framework that included a system for permitting and managing individual rights to surface water. A system for permitting groundwater was not a priority at that time, and that basic framework has been maintained to the present. As a result, overlying land owners are permitted to pump as much water as they can reasonably and beneficially use, and no one has responsibility or authority to keep track of that pumping. This contributes to significant fragmentation of water management: each pump operator can make decisions independent of the conditions in the basin or actions of other pumpers. When disputes among pumpers arise the primary avenue available to them usually is the courts. Judges may be asked resolve who has rights to how much water within an aquifer among thousands of pumpers. Twenty three basins, mostly in Southern California, have been adjudicated in this way. The advantage of these adjudications is that the overlying landowners have certainty and understanding about their groundwater rights. The price for that certainty is quite high, with proceedings taking as long as 20 years to resolve and requiring millions of dollars in fees for attorneys and experts.

In 1978, Governor Jerry Brown empanelled a Governor's Commission to Review California Water Rights Law (available on CWF web page). Although the authors were charged with exploring possible changes to the water rights system, they opted to retain the basic framework described above and address a few specific deficiencies rather than advocate dramatic changes. Notably, the Commission's proposed changes to groundwater management anticipate many of the recommendations outlined in this report.

GROUNDWATER MANAGEMENT ISSUES

While groundwater management is a complex subject involving experts in geology, engineering, economics, and ecology, the primary management task boils down to a simple concept of balancing long-term supply and demand. Groundwater basins are like shared bank accounts. These accounts are closely tracked in some subbasins. In other subbasins, however, withdrawals are not monitored or measured.

The result over time has been overdraft in many subbasins. The University of California Center for Hydrologic Modeling estimates that between 2003-2010, the state's groundwater overdraft averaged almost 2.5 million acre-feet per year, and more than triple that amount (nearly 8 million acre-feet per year) in 2012 (a dry year) and 2013 (a critically dry year). This overdraft is, in many respects, a "tragedy of the commons:" the accumulation of what could be viewed individually as benign actions, i.e., small amounts of pumping, that has broad impacts extending beyond individual pumpers.

Chronic overdraft of groundwater resources has potentially devastating consequences, including:

Land Subsidence - Groundwater pumping creates the potential for deformation of the land surface, leading to a sinking or settling of the land known as subsidence. Some of the more costly consequences of subsidence include:

- Increased coastal and inland flooding
- Reduced conveyance capacity of canals, aqueducts, and flood bypass channels
- Damage to buildings, roads, bridges, pipelines, levees, wells, and other infrastructure
- Development of earth fissures, which can damage surface and subsurface structures and allow for contamination from the surface to enter shallow aquifers

During the 1960s and 1970s, parts of the Central Valley experienced a drop of more than 25 feet due to groundwater pumping. Occurrences of land subsidence have been discovered in many areas across the state, costing billions of dollars to the federal and state government, farmers, irrigation districts, and local agencies to repair. Subsidence continues in many of these areas as discussed in “Land Subsidence from Groundwater Use in California” *LSCE, Borchers & Carpenter (2014)*, sometimes at near historically high rates.

Increasing energy costs – Overdraft has caused groundwater levels to drop hundreds of feet in certain areas of the state. As groundwater levels drop, water users must pump from greater depths, increasing energy used to operate pumps and thereby increasing costs and greenhouse gas emissions.

Water quality degradation - Overdraft can damage water quality through a variety of mechanisms. It can allow saltwater intrusion, as has occurred in Pajaro Valley, the Central and West Coast Basins, and elsewhere, or draw in adjacent plumes of pollution. The interconnection between surface water and groundwater means that contamination in one may migrate to the other. Ironically, by over pumping groundwater to meet a current need, water users may be contaminating the aquifer and effectively reducing their future groundwater supplies.

Streamflow depletion impacts on surface water rights and ecosystems - Many aquifers naturally release water into surface water bodies. When groundwater is depleted the aquifer may instead draw from adjacent or connected surface water bodies like lakes, rivers, streams and wetlands; this reduces streamflows and lake levels. Streamflow depletion impacts surface water right holders, degrades aquatic habitats and harms the flora and fauna that depend on these habitats. For example, partly due to groundwater overdraft, the lower Cosumnes River recently has been completely dry throughout most of the salmon migration period and impacting surface water flows into the Delta.

The recommendations will allow California’s diverse groundwater users and managers to balance supply and demand, protect private property rights, and meet the future needs of farms, cities, and the environment

MOVING FORWARD

Groundwater is a critical component of California’s water system and its sustainable management is vital to present and future generations. Historic challenges with sustainable management are complicated by a growing population, a more volatile and uncertain climate, uncertainty around surface water deliveries, and changes in land use practices. This Report’s recommendations are organized around a clear goal of sustainable management and support for effective local management within a state framework. The recommendations will allow California’s diverse groundwater users and managers to balance supply and demand, protect private property rights, and meet the future needs of farms, cities, and the environment.

KEY FINDINGS TO SHAPE CHANGE IN GROUNDWATER MANAGEMENT

CWF's extensive outreach has revealed a high level of interest and sense of urgency for addressing groundwater management challenges. The effectiveness of groundwater management varies widely throughout the state, with some basins being managed sustainably while others suffer chronic overdraft and even land subsidence. As noted earlier in this report, groundwater use without broadly effective management has become a classic example of a "tragedy of the commons" or a "race to the bottom." There is general agreement that all parts of the state would benefit from better tools and authorities to effectively manage the resource and that a statewide framework can provide a clearer path to groundwater sustainability. CWF's assessment also shows a need for a delicate but clear balance between local empowerment and management and state engagement. However, there is a surprising level of agreement that groundwater can and should be managed at the local level within a statewide framework.

The following key findings have emerged from the Dialogue and should be considered in developing a groundwater management strategy.

Groundwater is essential to California's economy, environment, and public health and safety.

There is broad appreciation for the important role of groundwater in the economy and environment. Groundwater is an effective drought buffer, providing great flexibility in the face of volatile surface water supplies. It is also an integral part of the conjunctively managed long-term water supply in many areas. However, the long-term increase in overdraft and its associated problems put the economy at risk and threaten the health of ecosystems. Climate change and reduction in surface supplies as a result of environmental protections magnifies these threats and increases the urgency of adopting improved authorities and tools to support sustainable management.

Current groundwater trends are not sustainable. Numerous groundwater subbasins are experiencing accelerated groundwater level decline, renewed subsidence, impacts to surface water supplies, and reduced water quality. Other subbasins that lack programs to monitor groundwater and management structures to support sustainable use are at risk of experiencing these same problems. Demand is hardening as a result of new developments and the conversion from annual to perennial crops. Surface supplies are less and less certain due to climate change, market competition, and regulatory changes, which results in increased reliance on groundwater. These trends, if they continue, could lead to significant economic, social, and environmental harm.

Integrated water management is necessary. It is artificial and unreasonable to think about the management of groundwater separately from other parts of the water system. Changes to surface water supply allocations and diminished reliability are driving many water users toward an increasing reliance on groundwater. Effective groundwater management will require improvements to many other aspects of water management in order to increase the supplies available for recharging groundwater basins, or to use in lieu of groundwater supplies such as surface storage, water use efficiency, and water recycling. Barriers to recharging groundwater basins, ranging from surface water rights to public health concerns over the water quality of waters to be recharged, have inhibited more integrated water management. While the state wrestles with proposals to improve groundwater management, local, state, and federal leaders need to consider and make adjustments to interrelated components of water management and infrastructure to move wet-year water into groundwater storage for use during drought conditions.

Groundwater is most effectively managed at the local and regional level. California's 515 groundwater basins and subbasins are not uniform in their physical, social, economic, and political characteristics. These differences are significant and include the nature and availability of other water resources, composition of local economies, and governance arrangements for water resources. Local groundwater management that is consistent with a set of clear state guidelines is likely to receive support and achieve progress. Local management plans can be tailored to reflect local conditions based on local knowledge. State guidelines should accommodate a range of governance arrangements and provide a range of tools for use by Local Groundwater Management Entities (LGMEs).

Local groundwater management entities (LGMEs) require better tools. While some local agencies have done remarkably well with the limited authorities available, the increasing demand for groundwater and continued overdraft in key subbasins require a more focused approach to sustain groundwater resources and prevent conflict. While over 200 groundwater management plans (GMPs) have been established under current law, the long-term overdraft of groundwater in key areas of the state has continued. Creation of such plans has been a positive step, but there is a critical lack of compliance and enforcement authorities and tools for local entities. Adjudicated basins and special act districts have demonstrated successful management, but arriving at those outcomes has proved costly and can take significant time to implement, sometimes decades. In the case of adjudication, courts play a significant role in ensuring enforcement. Better authorities and tools at the local level are needed to support better management.

Better authorities and tools at the local level are needed to support better management

Protection of private property and water rights is imperative. While California water law is complex and the system of correlative rights for groundwater cannot be fully addressed in this Report, it is important that the effort to improve groundwater management respect and protect private property and water rights. In fact, one of the most persuasive arguments for improving the current management system for groundwater is to prevent the exercise of one person's rights from infringing on the exercise of another's. Better understanding of the physical elements of groundwater basins and clearer authorities for management and resolution of disputes can contribute to greater certainty over and protection of individual rights to groundwater.

Clear and meaningful state roles are needed to protect state interests in groundwater management. Most GMPs created under current law include only limited tools to address growing demand for groundwater. The current drought increases both demand and the potential for conflicts. A clear statewide framework with adequate local tools and authorities, combined with state assistance, monitoring, oversight and appropriate enforcement, can buttress good management intentions and improve prospects for achieving sustainability.

Groundwater is an important source of drinking water. An estimated 30 million Californians, more than three quarters of the state's population, receives at least part of their drinking water from groundwater. Effective management is critical to protect and maintain both the amount and quality of those supplies.

Time is an important factor. Overdraft conditions that are the result of decades of overpumping will require significant time to bring into balance. Uncertainty around climate and surface water supplies may extend those timeframes. To be effective, a groundwater management program

should provide sufficient time for the formation of LGMEs that reflect local conditions. It should also provide sufficient time and resources to support development of local GMPs with measurable objectives. In order to ensure progress toward sustainability, however, plans and objectives should include clear timeframes and deadlines.

Funding is needed to support sustainable groundwater management. LGMEs will require funding to prepare and implement GMPs. State agencies will need funding to provide technical assistance, oversight, and enforcement to support sustainable groundwater management. Funding also will be needed to support infrastructure construction, including facilities for conjunctive water management. A funding strategy that is reliable and continuous, and includes multiple sources at the local and state levels, is needed.

Access to information is important for management and citizen understanding. Good, reliable data is vital for local, regional, and state management decisions. It is also vital for explaining groundwater's role in the water system and the fundamental importance of groundwater to the state's economy, public health, and environment. There is a clear need for collection and access to useful information to ensure transparency about how decisions are made and funds are used. There must be greater two-way engagement with interested stakeholders and representative governments around establishment of management objectives, development and implementation of GMPs, and achievement of goals and objectives.

Comprehensive legislation is necessary. Existing fragmented management and limited authorities are insufficient to address the complex groundwater management challenges. A comprehensive package of authorities and standards is necessary.

RECOMMENDATIONS

THE SEVEN RECOMMENDATIONS IN THIS SECTION ARE THE KEY ELEMENTS OF A SUSTAINABLE GROUNDWATER MANAGEMENT PROGRAM. THEY ARE:

1. ADOPT A DEFINITION OF SUSTAINABLE GROUNDWATER MANAGEMENT
2. DEVELOP A PRIORITIZED STATEWIDE PROGRAM COVERING ALL SUBBASINS
3. ESTABLISH LOCAL GROUNDWATER MANAGEMENT ENTITIES
4. PROVIDE LGMEs WITH SUFFICIENT GROUNDWATER MANAGEMENT AUTHORITIES
5. REQUIRE LOCAL SUSTAINABLE GROUNDWATER MANAGEMENT PLANS
6. ESTABLISH A CLEAR AND COORDINATED STATE ROLE FOR ASSISTANCE, OVERSIGHT, AND ENFORCEMENT
7. PROVIDE FUNDING FOR GROUNDWATER MANAGEMENT

WHILE EACH RECOMMENDATION ADDRESSES A DISTINCT ELEMENT OF THE PROPOSED PROGRAM, THE ELEMENTS ARE INTERRELATED AND SHOULD BE CONSIDERED AS A SINGLE PROGRAM AND POLICY PACKAGE.

EACH RECOMMENDATION INCLUDES A RATIONALE, A DISCUSSION, AND CWF'S UNDERSTANDING OF THE RANGE OF VIEWS, INCLUDING SUPPORT AND CONCERNS, EXPRESSED BY STAKEHOLDERS DURING THE DIALOGUE PROCESS.

RECOMMENDATION #1: ADOPT A DEFINITION OF SUSTAINABLE GROUNDWATER MANAGEMENT

Recommendation: It should be the policy of the state that groundwater be managed sustainably, and state law should adopt the following definition for sustainable groundwater management to serve as the primary objective for local GMPs in each subbasin:

Sustainable groundwater management means the management of a groundwater subbasin to provide for multiple long-term benefits without resulting in or aggravating conditions that cause significant economic, social, or environmental impacts such as long-term overdraft, land subsidence, ecosystem degradation, depletions from surface water bodies, and water quality degradation, in order to protect the resource for present and future generations.

Rationale: *A clear definition of sustainable groundwater management that is capable of meeting the economic, environmental, and social needs of each subbasin is an essential element of the foundation for a statewide program. In recognition of the tremendous geographic and economic diversity of the state, this definition avoids prescribing numeric criteria that would apply to all subbasins but instead provides LGMEs a basic framework to follow. This definition is proposed to help address the variety of unique challenges around the state, and to prevent future problems in other regions (as described in the Background and Challenges section). The definition of sustainable groundwater management should be subject to further refinement to develop clear standards and criteria for application in groundwater management plans (GMPs) and to provide opportunities for full consideration of potential impacts.*

Discussion: The concept of “safe yield” is the basis for many managed groundwater basins, including adjudicated basins. Safe yield is generally defined as the maximum quantity of water that can be withdrawn from a groundwater basin over a long period of time without developing a condition of overdraft. It is intended to maximize pumping by focusing on depletion of groundwater storage. However, safe yield typically has not addressed other factors such as water quality, land subsidence, ecosystem impacts, and surface water depletions.

In contrast to safe yield, determining sustainable yield involves understanding all components of a subbasin, including the total water entering and leaving, and changes in the amount of water stored in the subbasin including connections to surface waters. An accounting of this type is commonly called the “water budget.” Human activities such as groundwater withdrawals for municipal and irrigation purposes, and rainfall and other groundwater recharge activities, must be accounted for in the calculation of a subbasin’s water budget and corresponding sustainable yield. Sustainable yield must avoid adverse impacts to in-stream beneficial uses and also address impacts to groundwater quality.

Range of Stakeholder Views: CWF is aware of the following views regarding this Recommendation.

- Stakeholders from diverse constituencies support the need to clearly define sustainable groundwater management in order to provide a consistent and fair standard across subbasins.
- Stakeholders from diverse constituencies support a definition of sustainable groundwater management that addresses impacts of groundwater overdraft including subsidence,

reduced surface water availability and reliability, diminished water quality, and aquatic ecosystem degradation. A workable definition must balance the need for clarity and precision with flexibility to accommodate local conditions and future change, and also allow time to effect change.

- The term “significant impacts,” and the characterization of impacts to be avoided generally, was a concern of some stakeholders. Developing meaningful definitions of these impacts is an important step that should be addressed in rulemaking.
- There is broad appreciation of the shortcomings of the safe yield concept, along with understanding that it is the basis for current management in adjudicated basins. Sustainable yield provides for greater integration and was generally supported as an approach to improve management. However, some stakeholders lean toward safe yield because it is a standard that has been used and is understood by groundwater managers, including its limitations.
- Some stakeholders prefer a definition with greater specificity about species recovery, including specific benchmarks to protect current beneficial uses. Others oppose any increase in specificity and are generally concerned about increasing the focus on ecosystems.
- Many stakeholders acknowledge a linkage between groundwater management and water quality, but there is a range of views about how best to achieve diverse policy and regulatory objectives.

RECOMMENDATION #2: DEVELOP A PRIORITIZED STATEWIDE PROGRAM COVERING ALL SUBBASINS

Recommendation: A program for sustainable groundwater management should apply to all groundwater subbasins. However, implementation priority should be based on the priorities identified by the Department of Water Resources (DWR) in the California Statewide Groundwater Elevation Monitoring (CASGEM) groundwater basin prioritization (December 2013 draft).

- The subbasin boundary as identified in DWR’s Bulletin 118 is the appropriate boundary for groundwater management.
- The CASGEM prioritization criteria and rankings should be used for determining the sequence of implementation of a sustainable groundwater management program. Any basin with a low or very low priority, while still included in the statewide program, should have the option to extend LGME formation and GMP creation by up to 10 years, unless there is a finding of a significant, imminent threat to the state’s interests related to groundwater in that basin.
- DWR should coordinate with the Department of Fish and Wildlife (DFW) to incorporate criteria into its CASGEM prioritization system to address subbasins that include species and ecosystems that may be particularly vulnerable to existing or future groundwater conditions. The determination of such species and ecosystems should be based on clear guidelines and criteria.

A statewide system that covers all groundwater basins is necessary to ensure uniformity and fairness throughout the state

- DWR should develop a process to modify basin boundaries in order to facilitate improved management consistent with reasonable hydrologic criteria.

Rationale: *A statewide system that covers all groundwater basins is necessary to ensure uniformity and fairness throughout the state. However, there must be a clear prioritization of basins to better focus resources and allow lower priority areas additional time. By maintaining an umbrella policy that applies to all subbasins, there will be less chance of problems migrating from a managed region to an unmanaged region.*

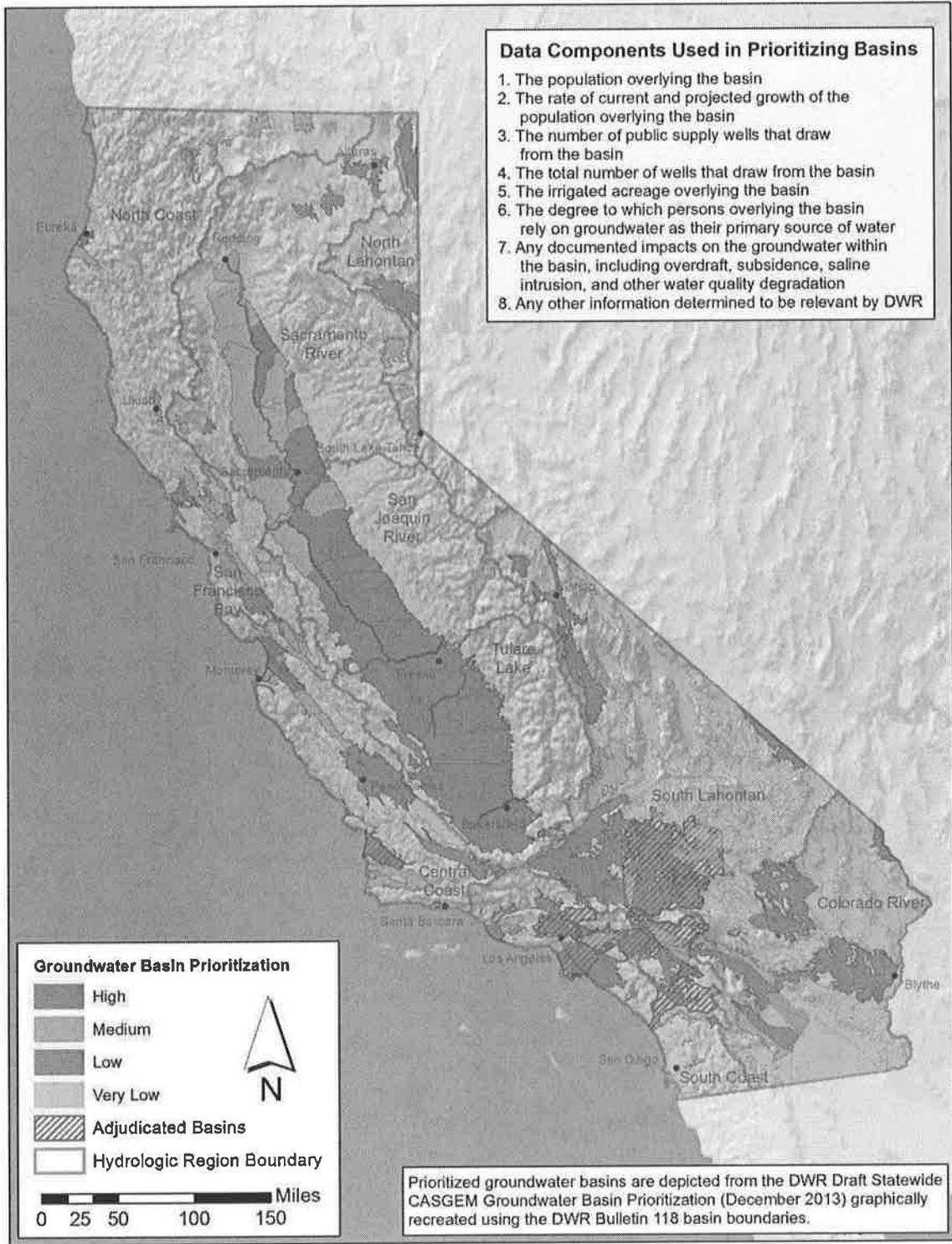
Discussion: This recommendation builds on prior legislative priorities and extensive work done by DWR to identify, characterize, and prioritize groundwater subbasins across California. It focuses on the subbasins in DWR's Bulletin 118 to ensure a consistent statewide policy. The CASGEM prioritization rankings (see CASGEM map p. 16), although still in draft form at this time, are part of this recommendation because they provide a clear system of identifying which basins are of highest priority in the state and are possibly threatened by present or future increases in groundwater demand. DWR anticipates updating these priorities at five-year intervals.

Current Bulletin 118 boundaries were identified by DWR as an appropriate basis for groundwater management in its 1980 report to the Legislature. Bulletin 118 was last updated in 2003. The 515 basins and subbasins included in the bulletin are identified on the basis of geological and hydrological conditions and, when practical, consideration of political boundaries. Bulletin 118 does not include all groundwater in the state, i.e., it excludes fractured bedrock areas that are located in many areas of the Sierra foothills.

DWR advised the Legislature that groundwater boundaries "can provide a basis for groundwater management." The Water Code already requires Bulletin 118 boundaries to be used in GMPs and urban water management plans.

DWR has extensive information about the characteristics and conditions of each groundwater basin in its Bulletin 118 database. The CASGEM monitoring system, as established in response to 2009 legislation, prioritizes all groundwater basins in one of four categories based on eight explicit criteria.

Because the state's resources are limited, attention should be focused initially on those highest priority basins (46 high priority and 80 medium priority basins) under CASGEM's rankings for 2013. It is important to include all basins in a statewide management program, but it would not be effective to treat all basins as an equivalent priority. The program should have a mechanism to review and accept existing basin management approaches that are effective and not disrupt what is working. Basins that are largely undeveloped and facing no current or near-term risks in the foreseeable future should be treated as lower priorities and subjected to relatively fewer requirements.



- Data Components Used in Prioritizing Basins**
1. The population overlying the basin
 2. The rate of current and projected growth of the population overlying the basin
 3. The number of public supply wells that draw from the basin
 4. The total number of wells that draw from the basin
 5. The irrigated acreage overlying the basin
 6. The degree to which persons overlying the basin rely on groundwater as their primary source of water
 7. Any documented impacts on the groundwater within the basin, including overdraft, subsidence, saline intrusion, and other water quality degradation
 8. Any other information determined to be relevant by DWR

Groundwater Basin Prioritization

- High
- Medium
- Low
- Very Low
- Adjudicated Basins
- Hydrologic Region Boundary

N

0 25 50 100 150 Miles

Prioritized groundwater basins are depicted from the DWR Draft Statewide CASGEM Groundwater Basin Prioritization (December 2013) graphically recreated using the DWR Bulletin 118 basin boundaries.

Range of Stakeholder Views: CWF is aware of the following views regarding this Recommendation.

- There is broad support for the use of Bulletin 118 subbasin boundaries as they best reflect geologic and hydrologic boundaries at the appropriate scale for management, even though there are some flaws where the boundaries follow political lines.
- There is broad support for a single statewide program for sustainable management as long as it includes an acceptable system of prioritization, does not create problems where current management is effective, and does not impose significant new requirements where problems are not occurring or likely to occur. This program should extend to subbasins that have benefited from “happenstance” rather than effective management, with appropriate differences in benchmarks and schedules. Some stakeholders suggested that adjudicated basins and existing Special Act Districts could be “certified” as consistent with the program and report at regular intervals to maintain certification. These basins potentially could serve as examples of successful management practices for other subbasins.
- There is general support for a principle of “do no harm” in cases where subbasins are being effectively managed. A state program should be structured consistent with this principle. Some stakeholders predicted that subbasins currently under effective management will prefer to be left alone.
- There is broad recognition of the differences in watershed and subbasin conditions across the state. These differences should be accommodated in a single statewide program, and stakeholders generally agree that a “one size fits all” approach is not desirable.
- There is broad support for focusing attention on high and medium priority basins and setting benchmarks and other requirements that reflect a sense of urgency.
- There is broad support for inter-basin coordination, particularly from subbasins whose neighbors are creating problems that cross boundaries. This coordination is more likely to be achieved through a single state program that applies to all subbasins, with appropriate differences based on prioritization and other factors.
- There are differences in views about how to address low and very low priority basins. Some stakeholders are comfortable with an extended timeframe so long as action eventually is taken; others prefer not to set any requirements until there is a measurable negative change in conditions.
- Some stakeholders expressed concern about situations where a subbasin may be excluded from prioritization despite a significant threat to surface water supplies and reliability in the near term.

There is broad support for focusing attention on high and medium priority basins and setting benchmarks and other requirements that reflect a sense of urgency

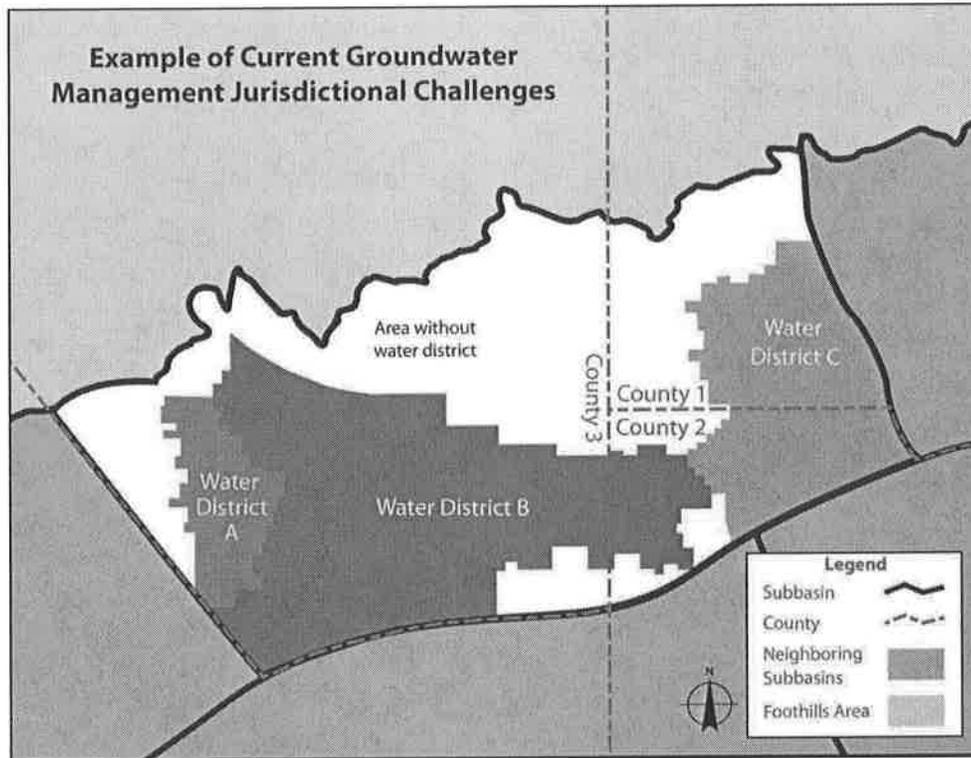
RECOMMENDATION #3: ESTABLISH LOCAL GROUNDWATER MANAGEMENT ENTITIES

Recommendation: The state program should require that LGMEs be established to manage groundwater subbasins, as follows:

- Once an LGME is formed consistent with state guidelines and the state is notified, the LGME (and implementing agencies) should have access to the full set of tools and authorities provided by the program (Recommendation 4).
- The LGME is accountable for meeting the goals of the GMP and meeting the goal of sustainable groundwater management.
- Local decision-making by LGMEs should be transparent and reflect input from stakeholders and advisory committees as appropriate.
- LGMEs should be formed within two years of the legislation's effective date. Interested parties from within the subbasin or in an adjacent subbasin may appeal the consistency of formation with state guidelines within a specified timeframe.

LGMEs should be formed through any of the following mechanisms, to allow flexibility in meeting local needs and interests about appropriate governance structures while promoting accountability for achieving program goals.

1. Existing entities may organize and coordinate through formation of a Joint Powers Authority (JPA) , to form a single LGME.
2. Existing entities may organize through a formal agreement, such as an MOU, which identifies a single LGME to develop the GMP, and clearly defines roles and responsibilities of each implementing agency in achieving sustainability goals under the GMP.
3. Under the Special District Act, citizens may petition the legislature to form a new agency that may serve as an LGME. New authority should also be created allowing citizens to form a new public agency through an administrative process, similar to the Groundwater Management Agency Act, as described by the *Governor's Commission to Review California Water Rights Law* (1978).



This example illustrates the challenge of effectively managing groundwater subbasins with multiple entities and overlapping jurisdiction. CWF's recommendations would lead to a single GMP and coordinated management for the subbasin.

It is particularly important that the guidelines for LGME formation accommodate existing management entities, arrangements, and activities that have already achieved sustainable groundwater management or are likely to achieve that goal under current practices.

This recommendation should be subject to further refinement to develop clear standards and criteria for application in groundwater management plans (GMPs) and to provide opportunities for full consideration of potential impacts. The state's role in developing criteria for LGME formation and reviewing local plans and progress reports is discussed in Recommendation 6.

Rationale: *This Recommendation supports a comprehensive and effective set of solutions to California's groundwater problems by reaffirming and establishing a primary role for local knowledge, experience, and governance structures. This approach is consistent with the existing emphasis on local water management institutions while reducing fragmentation within a subbasin. The Recommendation emphasizes local management of subbasins and provides flexibility to respond to local conditions. It avoids mandating new levels of government and promotes consistency through basic guidelines applicable to all subbasins to avoid gaps in management.*

Discussion: Historically, groundwater management has been fragmented among local, regional, and state entities due to differing authorities over water uses, water resources, geography, and land use. In some cases groundwater has not been managed at all. There is a need to have a designated

groundwater management entity that has clear and unambiguous authority to achieve sustainable groundwater management. This recommendation would address that need.

The Legislature chose to promote local groundwater management when it passed AB 3030 in 1992 and SB 1938 in 2002, codified in Water Code §§ 10750-10756. Empowering LGMEs is the most practical way to achieve effective local management. Groundwater managers and users have recognized that each groundwater subbasin is unique and functions differently based on local conditions such as hydrology, geology, land use, governance, and political will. Because locals have the detailed knowledge and expertise to address these conditions, groundwater management primarily governed and implemented by a state authority would be infeasible. A key component of this Recommendation is to allow regions, with public input, the flexibility to determine the best governance structure for groundwater management.

To address the significance of time, LGMEs must be established within two years of the effective date of legislation. The state should intervene if this timeline is not met, as described in Recommendation 6.

Where a subbasin is adjudicated or falls within the jurisdiction of an existing special act district for groundwater management, a LGME should be deemed to have met the requirements of this section if its plans and activities are generally consistent with this program. In other subbasins with an existing groundwater management plan, an existing entity could be designated the LGME under this recommendation so long as other requirements are satisfied.

There is a need to have a designated groundwater management entity that has clear and unambiguous authority to achieve sustainable groundwater management

Range of Stakeholder Views: CWF is aware of the following views regarding this Recommendation.

- Stakeholders from diverse constituencies support the basic approach described in this Recommendation.
- There is broad support for allowing local flexibility in forming LGMEs and avoiding a one-size-fits-all prescription.
- There is strong interest in local autonomy among some stakeholders, accompanied by confidence that local decision makers provided with the right authorities and resources will manage groundwater sustainably without a need for primary state involvement.
- There is significant concern among some stakeholder constituencies about a lack of local political will to sustainably manage groundwater. This could emerge through failure to form an LGME, to prepare a GMP, or to meet sustainability goals. These stakeholders would support a flexible, local approach to groundwater management that includes the potential for appropriate state support and, if necessary, intervention.
- There is broad understanding among stakeholders about the importance of protecting existing property rights and water rights as part of LGME formation.
- Transparency in LGME formation and decision-making is an important interest for some key constituencies. This interest includes public access to information and is discussed further under Recommendation 5.

- There is a range of stakeholder views about diversity of representation in LGMEs. Some stakeholders feel strongly that a broad range of interests and values should be guaranteed in setting guidelines for representation, including but not limited to public health, the environment, and disadvantaged communities. Others feel that existing local approaches to formal representation should be respected. There is frustration among some stakeholders over past uses of outside advisory panels or committees as a way of expanding participation, based on negative experiences with IRWM and other programs. One approach suggested by some stakeholders is to amend existing JPA law to expand the types of organizations permitted to participate.
- Some stakeholders pointed out that two years may not be sufficient time if Local Area Formation Commission involvement is required under state law.

There is broad support for allowing local flexibility in forming LGMEs and avoiding a one-size-fits-all prescription

RECOMMENDATION #4: PROVIDE LGMEs WITH SUFFICIENT GROUNDWATER MANAGEMENT AUTHORITIES

Recommendation: State law should provide clear and unambiguous authorities to LGMEs that enable them to achieve sustainable groundwater management. LGMEs have the option to utilize a range of authorities depending on local circumstances. These LGME authorities should include:

- **Measuring and Reporting on Groundwater Conditions.** The LGME should have the authority to require monitoring and reporting of data needed for effective groundwater management planning, implementation, and enforcement. This authority should include reporting of groundwater withdrawals, groundwater use, and groundwater elevations. CASGEM and other state groundwater monitoring programs should be integrated with any new authorities to measure and report on groundwater conditions.
- **Allocating Groundwater and Managing Pumping.** The LGME should have sufficient authority to allocate the beneficial use of groundwater and control pumping within a subbasin to achieve sustainability goals and resolve conflicts between property rights. One concept currently under development that may facilitate groundwater allocation is the establishment of an administrative adjudication process under the direction of the LGME and/or the SWRCB.
- **Assessing Fees.** The LGME should have the authority to assess fees to pay for costs of organizing, planning, and implementing its GMP (Recommendation 8).
- **Allowing and Approving Voluntary Groundwater Transfers within Subbasin Jurisdiction.** The LGME should have authority to approve transfers. This authority should work in conjunction with allocation and pumping control authorities to provide flexibility to find physical solutions.
- **Enforcement.** The LGME should have clear authority to enforce compliance with a GMP, including enjoining actions and imposing penalties.

The LGME should have the authority to require monitoring and reporting of data needed for effective groundwater management planning, implementation, and enforcement

Land use planning should remain under the jurisdiction of counties and cities but greater coordination and collaboration is necessary. The collaborative effort should focus on integration of and consistency of the GMP with:

- updating the General Plan and zoning ordinances;
- evaluating groundwater-intensive land use proposals; and
- issuance of well permits

Rationale: *This Recommendation is structured to give a LGME clear authority and flexibility to identify and utilize the most effective management tools to achieve groundwater sustainability, while respecting property rights and water rights and maintaining an efficient system of management. There are currently diverse interpretations of available authority. In the face of this uncertainty, local entities have been limited in their management of groundwater, particularly with respect to pumping. Clarifying these authorities would give LGMEs the tools they need to effectively implement sustainable groundwater management.*

Discussion: Authority to manage groundwater has historically been fragmented and uncertain between different types of entities and levels of governance. The groundwater subbasins that have been the most successfully managed are those where authorities have been consolidated into one entity that manages all groundwater in the subbasin. Special act districts such as the Orange County Water District and the Santa Clara Valley Water District have effectively managed the overdraft problems in their subbasins through several of the authorities listed in this section, such as pricing and measurement. Other groundwater subbasins have been adjudicated, with courts authorizing groundwater governing bodies to oversee the rights and actions taken to manage according to the terms of each adjudication. These entities that have effectively managed their groundwater basins frequently have use the authorities listed in this Recommendation. Efforts to control or allocate water rights are taken to protect the rights of one set of property owners from the exercise of another's rights.

Outside of special act districts and court adjudication proceedings, the authorities listed have not been consolidated into a general groundwater management law that grants these historically successful authorities to a specific type of governing body. Legislative acts such as AB 3030 and SB 1938 omitted some of these key authorities or instituted them with such a high bar to implementation that they have not yet been tested. This approach recommended in this Report empowers a LGME with the clear and necessary authorities listed in this Recommendation to achieve sustainable groundwater management.

Range of Stakeholder Views: CWF is aware of the following views regarding this Recommendation.

- Stakeholders from diverse constituencies support the basic approach described in Recommendation 4. As with other recommendations, stakeholders support local flexibility to decide which authorities to employ so long as sustainability is the goal.
- There is broad recognition among stakeholders that the authorities in AB 3030 are not strong enough to effectuate meaningful progress toward sustainable management.

- The greatest concerns with local groundwater management authority focused primarily on Recommendation 3 regarding the organization, representation, and transparency of LGMEs. There was general consensus that once the appropriate LGME was formed, that entity would need stronger and clearer authorities.
- Some stakeholders have doubts about the willingness or capacity of LGMEs to use new authorities and tools without the potential for state enforcement.

Some constituencies are likely to resist specifying any authority to control pumping as part of sustainable groundwater management.

- Some stakeholders are concerned that LGME authority to approve groundwater transfers will be used to facilitate inter-basin transfers and prefer that this authority be limited to approving intra-basin transfers as part of a conjunctive management program.
- As noted elsewhere, stakeholders generally appreciate that private property rights must be respected in the exercise of local authorities.
- Local land use agencies expressed a concern that imposing restrictions to be consistent with a GMP might be viewed by some as a “taking” of private property, and raised the possibility of indemnification against such a claim.
- Some stakeholders emphasized the importance of having experienced water and groundwater managers exercising new authorities for LGMEs.

RECOMMENDATION #5: REQUIRE LOCAL SUSTAINABLE GROUNDWATER MANAGEMENT PLANS

Recommendation: Each LGME should be required to develop a Groundwater Management Plan (GMP) that describes how that entity will achieve sustainable groundwater management in each subbasin within its jurisdiction.

- A GMP should include the components currently required and commonly referred to as SB 1938 plans (Water Code § 10753.7). The objective of the GMP should be the achievement of sustainable groundwater management through demonstrated, measurable progress. In addition, the GMP should contain the following:
 - Discussion of the geographic boundaries (Recommendation 2) with related mapping of features that impact groundwater management.
 - Identification of physical interactions and impacts across subbasin boundaries that reflects coordination with adjacent subbasins.
 - Subbasin water budget, model, water supply, and demand forecast; and a plan for long-term basin sustainability that addresses long term overdraft, water quality, subsidence, surface water flows, and groundwater dependent ecosystems.
 - Interim milestones and final targets with measurable thresholds that demonstrate progress toward achieving sustainable groundwater management should be identified for each objective component of the Plan (the interval for each milestone should be no longer than every five years).
 - Description of water management strategies for achieving sustainability of the groundwater subbasin, including how the groundwater management is part of a

broader integrated approach that includes surface water, conservation, reuse, and other water management strategies.

- Other components that the LGME may require in order to meet sustainable groundwater management objectives, including those items listed in Water Code § 10753.8.
- DWR should provide technical and financial assistance in the development of local GMPs.
- A local GMP should have the following performance dates for high and medium priority subbasins (Recommendation 2):
 - The GMP should be completed and published within four to five years of the effective date of legislation.
 - Progress reports should be required every five years to identify progress made towards five-year interim milestones identified in the GMP.
 - Final achievement of sustainable groundwater management objectives should be reported and evaluated no later than 20 years from the date of plan adoption.
- LGMEs for low and very low priority subbasins should have the option to prepare GMPs up to ten years later than the requirement for high or medium priority subbasins. Milestones and final targets should be correspondingly adjusted. As noted in Recommendation 2, this option should be subject to a finding of a significant, imminent threat to the state's interests related to groundwater in such a subbasin.
- The LGME should report to SWRCB that its GMP meets the required criteria. SWRCB should have the authority to request DWR to review selected GMPs to ensure they meet criteria for a sound and credible plan that meets sustainability milestones and targets over the 20 year period. An interested party from within the subbasin or an adjacent subbasin should have an opportunity to formally challenge the compliance of a GMP with program requirements.

Rationale: *The GMP is the primary mechanism for achieving sustainable groundwater management. The new components listed in this Recommendation are identified to ensure that there is sufficient time for a LGME to prepare and implement the plan to achieve sustainability, and to work in an integrated manner with other local management entities in a subbasin. The milestones, targets, and progress reports are required to ensure that progress is being made throughout the 20 year implementation period, and to help the LGME identify any changes in information or conditions that would require revisions to the GMP.*

Discussion: Although impacts can sometimes come on quickly, groundwater generally responds slowly to changes in management, particularly when trying to arrest declines or achieve recovery in aquifers. It is therefore important to have clearly defined but flexible milestones for measuring performance toward achieving the goal of sustainable groundwater management.

This Recommendation lists elements that should be required in GMPs. The basis for these elements is grounded in the requirements of previous legislation (SB 1938, Machado 2002), codified in Water Code §§ 10753.7 – 10753.8. New requirements have been added to track progress in meeting sustainability objectives. GMPs should include measurable targets to track performance within discrete time periods. For high and medium priority basins, a reasonable time period is five years. With measurable milestones and targets and progress reports, GMPs will be periodically updated to

respond and adapt to unforeseeable changes in conditions. Where changes in conditions significantly affect the course of action identified in the plan, extensions can be requested to revise target timeframes. GMPs and progress reports would be made publically available. Opportunities for the state to provide time extensions are identified in Recommendation 6.

Range of Stakeholder Views: CWF is aware of the following views regarding this Recommendation.

- There is general agreement among stakeholders that regions will need significant time and resources to develop and implement sustainable GMPs. There is concern that imposing short timeframes to meet sustainability objectives in subbasins facing serious overdraft or other significant groundwater problems may cause economic harm or missed benchmarks. It will take time to get through the complex process of planning, data development, and adoption of new water management strategies.
- Some stakeholders advocate linking GMPs to Urban Water Management Plans required under state law.
- There is broad agreement that a GMP needs to be substantive and act as a real instrument for implementation actions. Stakeholders expressed a range of views about the relative importance of reporting requirements for different criteria such as water quality or subsidence.
- There is general support for local GMP development and adoption, followed by notification to the state. There are different views about the relative level of state oversight to ensure compliance of GMPs with program requirements, although likely greater agreement about focusing oversight on high priority subbasins. While local flexibility to select management measures is critical, stakeholders generally agreed that GMPs should have specific milestones to reach sustainability and targets for eliminating overdraft.
- There is interest among some stakeholders in having the flexibility to “merge” or integrate existing groundwater management plans that may cover only a portion of a subbasin into a single GMP. One option could be the use of “units” within a GMP.
- Stakeholders offered a range of views about the collection and reporting-including public access-of groundwater management data. There appears to be broad support for collecting and making available basic information in aggregated form. There are significant differences about the collection and reporting of information for individual wells. Some stakeholders seek the public release of individual well data, which would require changes to current law. Others strongly oppose any such change. Public access to data and assumptions incorporated into models is also important for some stakeholders. In addition, some stakeholders advocate for more frequent reporting of basic GMP information, possibly through annual “progress updates” prepared and issued by LGMEs.

There is general agreement among stakeholders that regions will need significant time and resources to develop and implement sustainable GMPs

RECOMMENDATION #6: ESTABLISH A CLEAR AND COORDINATED STATE ROLE FOR ASSISTANCE, OVERSIGHT, AND ENFORCEMENT

Recommendation: The state should support sustainable groundwater management through coordinated activities by SWRCB and DWR in four areas: technical information and assistance, program oversight, enforcement, and regulatory relief. These activities are addressed below in separate recommendations. The state's important role in providing financial assistance is addressed separately in Recommendation 7.

Recommendation 6.a: Technical Assistance. DWR should have primary responsibility for management of groundwater information that can track progress of groundwater basins statewide, and to support LGMEs in implementation of sustainable groundwater management. This includes

Technical Assistance to LGME's should include but not be limited to, gathering and analyzing data, developing and implementing GMPs, monitoring, and measuring progress toward GMP milestones and goals, inter-basin coordination, subbasin characterization, water budgets, modeling, , and monitoring.

- DWR should develop a list of Best Management Practices (BMPs).
- Technical assistance should be prioritized initially among high priority subbasins.
- Statewide data management should include but not be limited to:
 - Reporting on statewide groundwater basin status based on a compilation and assessment of the data from GMPs and progress reports, and
 - Establishment of a subsidence monitoring and assessment program, in coordination with the U.S Geological Survey, to avoid potential costly impacts of subsidence. This includes development of new data in targeted regions, and coordination of existing fragmented data.

Recommendation 6.b: Program Oversight and Compliance. SWRCB and DWR should work cooperatively and share data to oversee compliance with program benchmarks and targets.

- SWRCB and DWR should create and manage their respective information systems but share data to support program oversight.
- LGMEs should submit required notifications and reports to the state on:
 - LGME formation
 - GMP development and adoption
 - Progress towards milestones every five years, and
 - Achievement of final goals and objectives identified in the GMP
- DWR should review and analyze LGME reports and prepare summary analyses for SWRCB regarding compliance with program requirements, including progress toward sustainable management. DWR should also coordinate with SWRCB regarding the need for and nature of enforcement actions, as described below.

- SWRCB, in coordination with DWR, should establish standards and procedures, to support evaluation of compliance with program requirements, and progress toward sustainable management,. This should include:
 - Setting standards to guide subbasin notification of LGME formation and GMP adequacy, as well as an auditing process to evaluate compliance with program requirements.
 - Setting monitoring requirements, including data collection, acceptable metrics and methodologies, and reporting frequency, to track groundwater quantity and quality milestones and targets outlined in Recommendation 5.

Recommendation 6.c: Enforcement. SWRCB should have clear and unambiguous authority to enforce compliance with program requirements, and should be required to establish clear procedures for exercising this authority. A LGME (or entities in a subbasin) should have sufficient opportunity to satisfy program requirements, and appropriate support including technical assistance, before any enforcement action by SWRCB.

- SWRCB should take enforcement action after making a finding of non-compliance in coordination with DWR.
- SWRCB should have authority to adjust or permit exceptions to program requirements due to extraordinary local economic conditions, for emergency protection of public health and safety, or to address other extraordinary circumstances.
- SWRCB procedures should include an opportunity for a LGME (or management entities in a subbasin) to request a hearing regarding a proposed finding of non-compliance by SWRCB. Procedures should also include a formal process to appeal a SWRCB finding of non-compliance. Procedures should further include an opportunity for third parties from within a subbasin or in an adjacent subbasin to request a finding by SWRCB of non-compliance with critical program requirements.
- To the extent practical, SWRCB enforcement actions should promote the state's interest in sustainable local groundwater management. Enforcement actions should be proportional to the nature and consequences of non-compliance and gradual in the extent of state intervention. The following is one example of gradual enforcement:
 - Targeted technical assistance from DWR as appropriate
 - Notice of Noncompliance by SWRCB to region or LGME
 - Appointment of an interim water master to assist with the formation of an LGME, development of a GMP, or implementation of a GMP, until such time as the water master formally reports to SWRCB that future compliance is likely
 - Institution of emergency restrictions on new or existing wells, or other actions that address an immediate threat to public health or safety.
- In addition to these enforcement actions, proposals are being explored that would establish an administrative adjudication process managed by the SWRCB in conjunction with LGMEs. Such a proposal could reduce the time and cost of allocating groundwater resources.

SWRCB should have the flexibility to respond to unique local circumstances in its enforcement actions.

Recommendation 6.d: Regulatory Relief. A new regulatory groundwater management program should be structured to eliminate redundancies with other related programs, including reporting of groundwater levels. Reporting requirements should be streamlined to minimize burdens on LGMEs. SWRCB, in coordination with DWR, should have responsibility for identifying and implementing regulatory streamlining and efficiency.

Rationale. *These Recommendations describe a state role that primarily supports local groundwater management through technical assistance. The state's oversight and enforcement role is intended to create incentives to meet local-level program requirements, with enforcement being a final step. There is extensive flexibility available to respond to local conditions. This approach reflects the state's historic preference for local management of water resources, but addresses shortcomings in previous programs by providing a credible enforcement role. The recommendations also encourage coordination and integration at the state level.*

Discussion. Current state programs to promote effective groundwater management are inadequate. Many subbasins lack basic data and resources to adequately characterize groundwater resources, an essential first step in effective groundwater management. In addition, SB 1938 requires submittal of groundwater plans as a condition of receiving state grant funding, but it stops short of tethering credible state oversight to concrete milestones and targets to achieve groundwater sustainability. As a result, many basins that meet SB 1938 requirements nevertheless continue to be impacted by overdraft conditions. A mix of state support and effective oversight and enforcement is necessary to encourage improved management and achieve measurable progress.

The recommendations follow a pragmatic path in relying on notification of LGME formation and GMP adoption—without time consuming state reviews—in order to promote timely management. DWR and SWRCB will develop procedures to review GMPs in order to promote broad compliance. SWRCB should look first at the least intrusive enforcement actions to encourage local progress.

SWRCB should have the discretion to choose from a suite of possible enforcement actions in those instances where the LGME falls short of the measurable thresholds outlined in its GMP. SWRCB should first look to the least intrusive enforcement actions to improve local progress.

Distinct roles for DWR and SWRCB, coupled with coordinated program management, are intended to draw on each agency's strengths, build confidence in the program at the local level, and identify opportunities to eliminate redundancies with current programs and regulations.

Range of Stakeholder Views: CWF is aware of the following views regarding this Recommendation.

- While there appears to be support for DWR's role in providing technical assistance, limited oversight, and funding, some stakeholders and their constituencies expressed strong resistance to meaningful oversight and enforcement by SWRCB. The reasons for this resistance are varied: preference for absolute local control, lack of confidence in evenhanded enforcement, and general resistance to any steps that could result in reduced pumping are a few.

- Some stakeholders expressed concern that SWRCB enforcement measures (e.g., bans on new wells or land use limitations) could have a severe impact on local economies and development opportunities. Others suggested such measures are necessary options in some subbasins to promote timely shifts in behavior. Some groundwater users expressed strong concern that SWRCB will intervene prematurely, before a LGME has had sufficient opportunity to meet milestones, or that intervention will not be proportional or respectful of local management efforts and practical challenges.
- There is general agreement that state oversight should not include “micromanaging” local decisions – GMP development and implementation should be left up to LGMEs, with state intervention only in the event goals are not met.
- There is broad support for periodic and transparent reporting to the state as a means to track subbasin, regional, and statewide progress towards sustainable groundwater management.
- Stakeholders expressed support for maintaining a distinction between non-regulatory (DWR) and regulatory (SWRCB) functions, while recognizing the need for credible coordination and “crosstalk” between the two state entities. At the same time, there is a fairly broad expectation that joint implementation will be challenging. Some stakeholders propose creation of a new state entity or office to oversee the program, but the majority appear to harbor strong doubts about that approach.
- There is strong support for incorporating incentives such as regulatory relief, technical assistance, and reporting flexibility for subbasins that are in balance in order to reduce local resistance to implementation.

There is general agreement that state oversight should not include “micromanaging” local decisions – GMP development and implementation should be left up to LGMEs, with state intervention only in the event goals are not met

RECOMMENDATION #7: PROVIDE FUNDING FOR GROUNDWATER MANAGEMENT

Recommendation: The state should develop and implement a multi-source funding strategy to support state and local activities for sustainable groundwater management.

- Funding would be used at the local and regional level to create LGMEs, develop GMPs, carry out activities under GMPs to achieve sustainability goals, and conduct reporting and monitoring, and to construct, operate, and maintain conjunctive groundwater management facilities including recharge basins.
- Funding would be used at the state level to allow DWR and SWRCB to provide technical assistance to local and regional entities and LGMEs based on prioritization; to gather, analyze, and disseminate program information; to regularly update Bulletin 118; and to carry out oversight and enforcement activities in support of sustainable groundwater management.
- A funding strategy should account for current, widely recognized challenges to funding local and regional groundwater management, including but not limited to Proposition 218.
- If a 2014 water bond proceeds, local assistance funding is needed to support the significant new GMP development and implementation activities associated with the sustainable

groundwater management program. In particular, funding is needed to support groundwater storage projects and associated infrastructure to convey surface water to recharge facilities.

- New local and state fees and taxes to pay for groundwater services are needed. All LGMEs should have local fee authority and the authority to measure and monitor water use to implement a fee system if they choose. Opportunities for coordination of funding among different programs should be identified as part of the state strategy.
- Funding is necessary to support the meaningful participation of underserved communities who have a stake in the management of groundwater subbasins and should be included in both state funding mechanisms and local funding programs.

A funding strategy should account for current, widely recognized challenges to funding local and regional groundwater management, including but limited to Proposition 218

Rationale: *Designing and implementing an effective statewide program for sustainable groundwater management requires funding for a range of activities including planning, monitoring, and construction and operation of physical facilities. LGMEs require continuous reliable funding sources. There currently are significant challenges to relying on water service fees or taxes at the local level for most subbasins. One of these is Proposition 218's requirement for "proportionality" of fees to services; another is the requirement for support from a two-thirds majority of voters for a tax increase. There is no obvious single source of funds to pay for groundwater management. A multi-source funding strategy that leverages existing federal and state funding sources and methods, addresses Proposition 218, and develops new funding sources is needed. Without such a strategy, local and regional groundwater management cannot succeed on a statewide scale.*

Discussion: It is beyond debate that sustainable groundwater management requires funding support for a wide range of activities. This point is made clearly in the recent SWRCB concept paper for groundwater management.

There are important differences in the authorities available to special act districts (of which there are 14) and adjudicated basins (of which there are 23) to raise funds for groundwater management and the vast majority of other groundwater entities, and other basins, around the state. Special act districts are authorized to regulate pumping and at least six have adopted pumping fees that reflect diverse approaches and pricing. However, each such district's ability to charge fees is potentially limited by its legislation: while some districts use tiered pricing, others believe they lack such authority. Management entities in some adjudicated basins charge replenishment fees for pumping in excess of court-ordered quantities, again with pricing variations. Some opportunities to trade pumping among users of adjudicated basins also exist.

It is estimated that over 200 GMPs have been prepared since AB 3030 was adopted in 1992. The prevailing view is that AB 3030 does not grant sufficient authority to other groundwater entities to adopt local fees to support groundwater management, and few, if any, local entities have adopted such fees. Local taxes can be used to support groundwater management but must satisfy the constitutional requirement of a two-thirds majority of voter support. Proportional cost restrictions in Proposition 218 are a challenge to satisfy for fee-based models. A recent appellate court opinion in *Griffith v. Pajaro Valley Water Management Agency* may provide a reliable legal foundation for adopting groundwater service fees but it is difficult to predict at this time.

The state has provided some funding to address management needs. The Public Policy Institute of California (PPIC) estimates that between 2000 and 2012, DWR made approximately \$350 million in grants and low interest loans to local entities for groundwater storage. A SWRCB list of current funding sources from the water boards and other agencies includes DWR's Integrated Regional Water Management grants program and Local Groundwater Assistance programs.

There is no shortage of ideas for raising funding for local groundwater management:

- A statewide water use surcharge has been under discussion for several years, and there were several recent legislative initiatives, but this appears unlikely to be useable. Surcharges are used at the local and regional levels.
- PPIC identifies a common fund regional model that returns tax revenues to regions that comply with criteria as one option in its March 2014 paper entitled "Paying for Water in California."
- State general obligation bonds have been an important source of funding for the past several decades.

Range of Stakeholder Views: CWF is aware of the following views regarding this Recommendation.

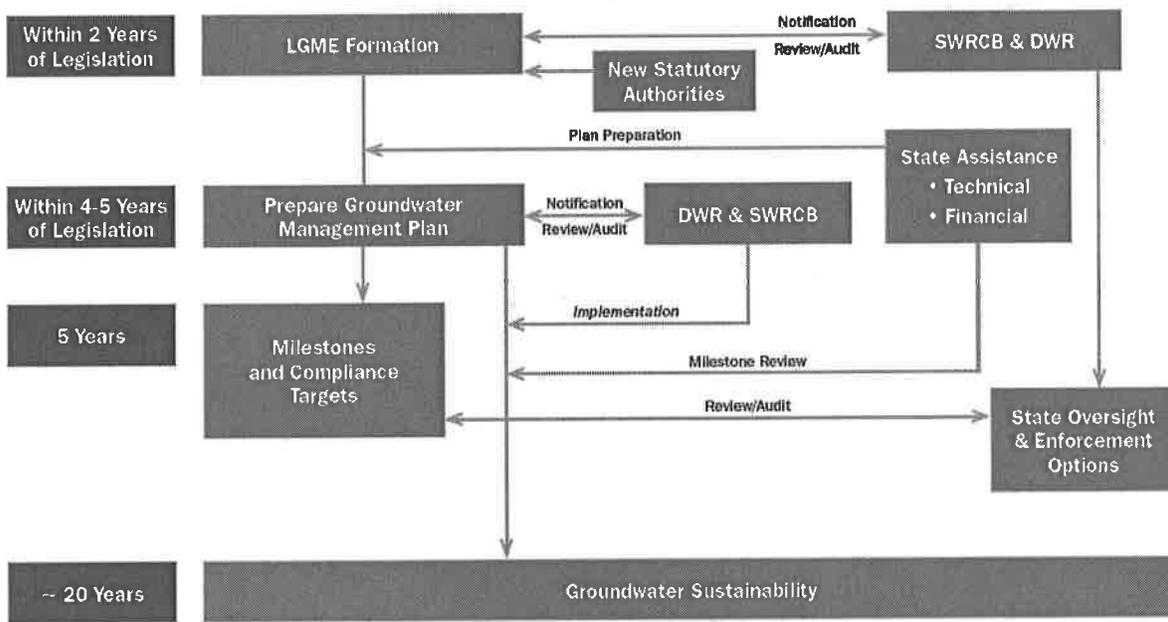
- There is broad opposition to the adoption of a statewide groundwater management program that imposes new costs, or unfunded mandates, at the local or regional level without a continuous, reliable source of funding.
- There is broad support for providing state funding for local and regional activities with minimal eligibility, application, and reporting requirements.
- Many stakeholders emphasized that funding cannot be allocated simply for GMP development but must be available for implementation.
- Stakeholders are uncertain about whether groundwater funding would be connected to current Integrated Regional Water Management, or if there should be dedicated groundwater funding.
- Most stakeholders support clear local fee authority, and there is modest support for surcharges on existing fees. Some stakeholders emphasized that fee authority should include criteria and limits, e.g., establishing initial fees, formulas for increases.
- Most stakeholders view certain provisions of Proposition 218 as a challenge to adopting local fees to support effective basin-wide management.
- Most stakeholders are aware of the shortcomings of AB 3030's fee replenishment authority approach based on actual experience since enactment of the statute in 1992.
- Some stakeholders expressed reservations about imposing local fees on groundwater pumpers specifically to address needs of disadvantaged communities, as opposed to addressing sustainable management goals. The specific purpose and justification for any such fees likely would receive considerable attention.
- Most stakeholders agree that if there is a water bond it should provide funding for the program described in this report.

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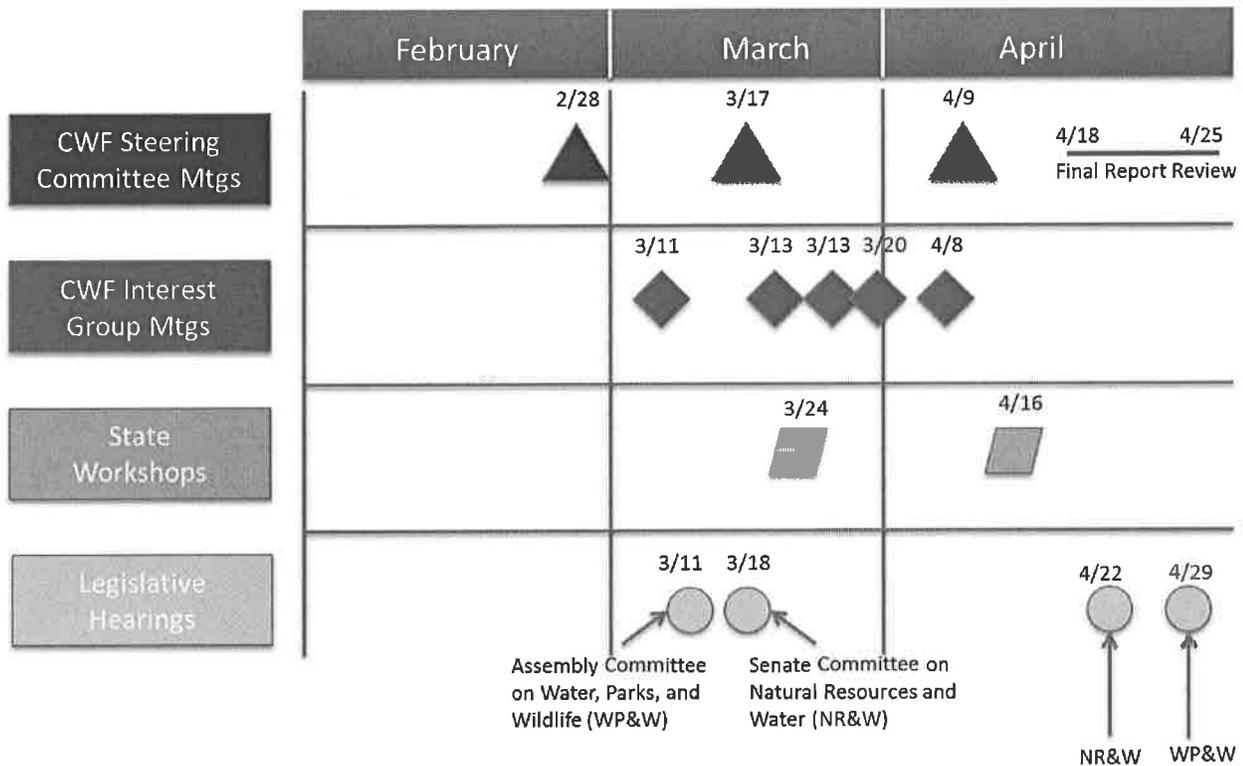
APPENDICES



Proposed Groundwater Management Framework



Sustainable Groundwater Management Processes



Steering Committee List

Grant Davis and Marcus Trotta, Sonoma County Water Agency
Dan Dooley, University of California
Laurel Firestone, Community Water Center
Jim Fiedler, Santa Clara Valley Water District
Paul Gosselin, Butte County
Joe Grindstaff, Inland Empire Utilities Agency
Maurice Hall, The Nature Conservancy
Karen Keene, California State Association of Counties
Ken Manning, California Groundwater Coalition, San Gabriel Basin Water Quality Authority
David Orth, Kings River Conservation District
David Puglia, Western Growers Association
Randy Record, Eastern Municipal Water District
John Sweigard, Merced Irrigation District

California Water Foundation

Andrew Fahlund, California Water Foundation
Lester Snow, California Water Foundation
Kate Williams, California Water Foundation

Kearns & West Facilitation Team

Mike Harty, Kearns & West
Morgan Lommele, Kearns & West
Anna West, Kearns & West



CWF developed an online Information Bank available to the public to promote transparency and understanding about groundwater management. The initial set of resources is now available on our website www.californiawaterfoundation.org.

Resources

1. **"State Water Boards Groundwater Workplan Website."** *California Environmental Protection Agency, State Water Resources Control Board, Accessed on February 21, 2014. Added on February 24, 2014.*

- This website includes milestones and timeline, available documents, links to external reports with groundwater management recommendations, and staff contacts.

2. **"California Water Action Plan."** *State of California, January 2014. Added on February 24, 2014.*

- This Action Plan was developed by the California Natural Resources Agency, California Department of Food & Agriculture, and the California Environmental Protection Agency (CAL/EPA).

3. **"Discussion Draft – Groundwater Workplan Concept Paper."** *California State Water Resources Control Board, October 4, 2013. Added on February 24, 2014.*

- This discussion draft was developed by the California State Water Resources Control Board and published on October 4, 2013. The document was available for [public comment](#) until December 18, 2013. Comments received are available

4. **"California Statewide Groundwater Elevation Monitoring Program – Groundwater Basin Prioritization Process."** *California Department of Water Resources, December 2013. Added on February 24, 2014.*

- This brochure, maps, and white paper includes a draft statewide ranking of groundwater basin importance.

5. **"Executive Summary: Sustainability From The Ground Up. Groundwater Management in California – A Framework."** *Association of California Water Agencies, April 2011. Added on February 24, 2014.*

- This executive summary outlines the Association of California Water Agencies framework for groundwater management in California.

6. **"Uncommon Innovation: Developments in Groundwater Management Planning in California."** *Rebecca Nelson, Stanford University, Woods Institute for the Environment, March 2011. Added on February 24, 2014.*

- This report analyzes over 50 local groundwater management plans to find promising and innovative approaches to local groundwater management. The approaches are organized into four key themes: involving stakeholders, collecting good information, adopting a diverse "portfolio" of approaches to groundwater management, and taking steps to ensure that a plan can be implemented in practice.

7. **"Under water: Monitoring and regulating groundwater in California."** *M. Rhead Enion, UCLA, School of Law, Pritzker Briefs, July 2011. Added on February 24, 2014.*

- This paper describes the importance of groundwater to California and re-imagines groundwater management. It recommends a series of steps that California should undertake to achieve the goal of realigning the water rights system for groundwater.

8. "California's Groundwater: Bulletin 118 – Update 2003 Report." California Department of Water Resources, October 2013. Added on February 25, 2014.

- This California Department of Water Resources website includes the Bulletin 118 Update Report from 2003, including the complete report and downloads of individual report sections.

9. "The Delta Plan: Ensuring a Reliable Water Supply For California, a Healthy Delta Ecosystem, and a Place of Enduring Value." Delta Stewardship Council, 2013. Added on February 25, 2014.

- This plan was developed by the Delta Stewardship Council, which was established by the California legislature in 2009. The next edition of the Delta Plan is due in 2018 or sooner.

10. "Liquid Assets: Improving Management of the State's Groundwater Resources." California Legislative Analyst's Office, March 24, 2010. Added on February 25, 2014.

- This California Legislative Analyst's Office (LAO) report includes background, the state's approach to, current issues, and other states approaches to groundwater management. The report also presents the Legislature with a series of actions.

11. "Improving Management of the State's Groundwater Resources." California Legislative Analyst's Office, February 1, 2011. Added on February 25, 2014.

- This California Legislative Analyst's Office (LAO) report was presented to Assembly Water, Parks and Wildlife Committee, Hon. Jared Huffman, Chair.

12. "Managing California's Water: From Conflict to Reconciliation." Public Policy Institute of California, 2001. Added on February 25, 2014.

- This book includes three parts – Part 1 reviews past, present, and future conditions of water management in California; Part 2 focuses on major challenges and promising approaches for managing water in the future; Part 3 explores strategies for implementing policy reforms.

13. "Governor's Commission to Review California Water Rights Law." Governor's Commission, December 1978. Added on February 26, 2014.

- This commission report includes analysis and recommendations on certainty in water rights, improving efficiency in water use, protection of instream uses of water, and effective management of groundwater resources.

14. "Integrated Regional Management: Solving the Groundwater Challenge." Barton H. Thompson Jr. and Rebecca Nelson, Stanford University, Woods Institute for the Environment, October 2010. Added on February 26, 2014.

- This Solution Brief proposes integrated regional management as a potential solution to groundwater management challenges.

15. "Report of the Conservation Commission of the State of California." Conservation Commission of the State of California to the Governor and Legislature of California 1912. Added on March 25, 2014.

- This report was transmitted to the Governor and the Legislature on January 1, 1913.

16. "Irrigation of Twelve Million Acres in the Valley of California" Col. Robert Bradford Marshall, Distributed by the California State Irrigation Association, March 16, 1919. Added on March 25, 2014.

- This report, California's Greatest Opportunity – Reclaiming An Empire—The Valley of California. Making Homes for 3,000,000 People. Increasing the Present Value More Than \$6,000,000,000. By Col. R. B. Marshall was distributed by the California State Irrigation Association.

17. "The Public Trust Doctrine in Natural Resource Law: Effective Judicial Intervention." *Michigan Law Review*, Joseph L. Sax, January 1970. Added on March 25, 2014.

- This article published in the Michigan Law Review discusses The Nature of the Public Trust Doctrine, The Contemporary Doctrine of the Public Trust: An Instrument for Democratization, and includes a Conclusion.

18. "Report of the State Water Commission of California." *California State Water Commission*, January 1, 1917. Added on March 25, 2014.

- This report of the State Water Commission of California was submitted to the Governor of the State of California on December 20, 1916 and published on January 1, 1917.

19. "Legal Classification of Groundwater." *California State Water Resources Control Board, Hearings Program, Legal Classification of Groundwater*. Added on March 25, 2014.

- This webpage includes information that the State Water Resources Control Board gathered regarding the test for classifying subterranean streams flowing through known and definite channels.

20. "Land Subsidence from Groundwater Use in California" *Luhdorff & Scalmanini Consulting Engineers, Borchers & Carpenter, with support by California Water Foundation*, April 2014, Added on April 21, 2014.

- This report focuses on the escalating occurrence and severity of land subsidence due to groundwater pumping in California.

GLOSSARY

Adjudication. A case or proceeding to determine all the water rights in a stream system and/or groundwater basin. In the context of an adjudicated groundwater basin, landowners or other parties have turned to the courts to settle disputes over how much groundwater can be extracted by each party to the decision.

Aquifer. A saturated body of rock or sediment that is sufficiently porous and permeable to store, transmit, and yield significant or economic quantities of groundwater to wells and springs.

Bulletin 118. The Department of Water Resources originally published Bulletin 118 in 1975 to present the results of groundwater basin evaluations in California. The Bulletin 118 – Update 2003 identifies 515 groundwater basins and subbasins and includes information about the geology, groundwater quantity and quality, and current groundwater management practices in the basins.

Conjunctive Use. The coordinated and planned management of both surface water and groundwater resources in order to maximize the efficient use of the resource.

Groundwater Basin and Subbasin. An alluvial aquifer or a stacked series of alluvial aquifers with reasonably well-defined boundaries in a lateral direction and having a definable bottom. DWR defined and delineated groundwater basins and subbasins in Bulletin 118. Out of 431 delineated groundwater basins, 24 basins are subdivided into 108 subbasins. These 515 defined groundwater systems underlie about 40 percent of the surface area of the State.

Overdraft. The condition of a groundwater basin in which the amount of water withdrawn by pumping exceeds the amount of water that recharges the basin over a period of years during which water supply conditions approximate average. Because groundwater is extracted at a higher rate than it is replenished over this period of time, groundwater levels decline persistently under this condition.

Groundwater. Water that occurs beneath the land surface and fills the pore spaces of the alluvium, soil, or rock formation in which it is situated. It excludes soil moisture, which refers to water held by capillary action in the upper unsaturated zones of soil or rock.

Land Subsidence. The lowering of the natural land surface due to various processes, most notably groundwater extraction.

Recharge. Water added to an aquifer or the process of adding water to an aquifer. Groundwater recharge occurs either naturally as the net gain from precipitation, or artificially as the result of human influence.

Safe Yield. The maximum quantity of water that can be withdrawn annually from a groundwater basin without causing an undesirable result.

Sustainable Yield. The quantity of water that can be withdrawn from a sustainably managed groundwater basin. Sustainable yield differs from safe yield in that it accounts for impacts beyond lowering of groundwater levels. Determining sustainable yield involves developing a water balance for the basin, which includes the total water entering and leaving the basin, changes in the amount of water stored in the subbasin, and connections to surface waters. In addition to avoiding declining

groundwater levels sustainable yield of the basin avoids adverse impacts to instream beneficial uses and groundwater quality.

Surface Water. Water found in ponds, lakes, streams, rivers, reservoirs, and inland seas.

Watershed. A watershed is an area of land that drains all the streams and rainfall to a common outlet such as the outflow of a reservoir, mouth of a bay, or any point along a stream channel.

SENATE COMMITTEE ON NATURAL RESOURCES AND WATER

Senator Fran Pavley, Chair

2013-2014 Regular Session

BILL NO: SB 1168

AUTHOR: Pavley

VERSION: April 10, 2014

DUAL REFERRAL: No

SUBJECT: Groundwater Management.

HEARING DATE: April 22, 2014

URGENCY: No

CONSULTANT: Dennis O'Connor

FISCAL: Yes

BACKGROUND AND EXISTING LAW

California is the only state without a mandatory statewide system of groundwater management. That isn't to say there isn't any groundwater management in California; some of California's groundwater basins are sustainably managed. However, many are not.

A number of different entities may manage some aspect of groundwater in California. These include:

- Special Districts – many types of special districts have some groundwater related authorities under the water code and other statutes. Such districts include county water districts, municipal utility districts, community service districts, and water replenishment districts.
- Special Act Districts – the legislature has created a number of special districts whose specific purpose is to manage one groundwater basin or another. These include agencies such as the Orange County Water District and Fox Canyon Groundwater Management Agency.
- Court Appointed Watermasters – in an adjudication, the court determines who has rights to pump from the groundwater basin, how much they can pump, etc. The court also typically appoints someone to be the “Watermaster” whose job is to ensure that the basin is managed in accordance with the court's decree.
- Cities and Counties – the courts have held that cities and counties, under their general police powers, have the authority to enact ordinances regarding groundwater. More than 20 counties have done so, generally addressing issues such as banning transfers of groundwater out of the county. Counties also issue drilling permits for water wells.

The powers to manage groundwater vary. In most special act districts, the authorizing act allows the agency to require groundwater users to report their extractions to the agency, who can then levy fees for groundwater management or water supply replenishment. Some acts also provide the special district the authority to limit exports and extractions.

For most non-special act districts, the authority to manage groundwater derives from what is commonly referred to as AB 3030 (WC §§10750 et seq.). AB 3030 allows, but does not require, certain defined existing local agencies to develop groundwater management plans in defined groundwater basins and subbasins.

- An AB 3030 plan can be developed only after a public hearing and adoption of a resolution of intention to adopt a groundwater management plan. If landowners representing more than 50% of the assessed value of lands within the proposed district do not protest the plan, the plan can be adopted within 35 days. If landowners representing a majority of the assessed

value in the proposed district oppose the plan, cannot be adopted and no new plan may be attempted for 1 year.

- AB 3030 plans cannot be adopted in adjudicated basins or in basins where groundwater is managed under other sections of the Water Code without the permission of the court or the other agency.
- Once the plan is adopted, rules and regulations must be adopted to implement the program called for in the plan. Many plans that have been adopted are relatively simple and in some cases are a means of defining boundaries.

There are 149 adopted AB 3030 plans.

If a local agency wishes to receive state funds administered by the Department of Water Resources (DWR) for groundwater projects or for other projects that directly affect groundwater levels or quality, the local agency must have an AB 3030 plan or equivalent groundwater management plan meets specific requirements. These requirements are sometimes known as "SB 1938 requirements." To meet the SB 1938 requirements, a local agency must:

- Prepare and implement a groundwater management plan that includes basin management objectives for the groundwater basin that is subject to the plan. The plan must include components relating to the monitoring and management of groundwater levels, groundwater quality degradation, inelastic land surface subsidence, and changes in surface flow and surface water quality that directly affect groundwater levels or quality or are caused by groundwater pumping in the basin.
- Prepare a plan that enables the local agency to work cooperatively with other public entities whose service area or boundary overlies the groundwater basin.
- Prepare a map that details the area of the groundwater basin and the area of the local agency that will be subject to the plan, as well as the boundaries of other local agencies that overlie the basin in which the agency is developing a groundwater management plan.
- Adopt monitoring protocols that are designed to detect changes in groundwater levels, groundwater quality, inelastic surface subsidence for basins for which subsidence has been identified as a potential problem, and flow and quality of surface water that directly affect groundwater levels or quality or are caused by groundwater pumping in the basin. The monitoring protocols must be designed to generate information that promotes efficient and effective groundwater management.
- For areas outside delineated groundwater basins, local agencies are required to prepare plans using geologic and hydrologic principles appropriate to those areas.

This January, the Governor released his final California Water Action Plan (CWAP). Among the many initiatives in the CWAP is a call to improve sustainable groundwater management:

"Groundwater is a critical buffer to the impacts of prolonged dry periods and climate change on our water system. The administration will work with the Legislature to ensure that local and regional agencies have the incentives, tools, authority and guidance to develop and enforce local and regional management plans that protect groundwater elevations, quality, and surface water-groundwater interactions. The administration will take steps, including sponsoring legislation, if necessary, to define local and regional responsibilities and to give local and regional agencies the authority to manage groundwater sustainably and ensure no groundwater basin is in danger of being permanently damaged by over drafting. When a basin is at risk of permanent damage, and local and regional entities have not made sufficient progress to correct the problem, the state should protect the basin and its users until an adequate local program is in place."

PROPOSED LAW

This bill would establish the statutory framework for a new Sustainable Groundwater Management Act. The Act states the intent of the Legislature in enacting this Act would be that:

- All groundwater basins and subbasins be managed sustainably by local entities pursuant to an adopted sustainable groundwater management plan.
- Attention to develop, adopt, and implement a sustainable groundwater management plan be directed first to high and medium priority groundwater basins and subbasins.
- Upon a finding of compelling state interest, the state would have recourse to cause a sustainable groundwater management plan to be developed, adopted, and implemented where local interests either cannot or will not do so themselves.

ARGUMENTS IN SUPPORT

According to the author, "Even though the Legislature has put in place a number of tools to facilitate effective groundwater management (such as AB 3030 plans, SB 1938 requirements, Special Act Districts, etc.) we still have significant parts of the state that do not have effective groundwater management. This lack of management is leading to:

- Subsidence and damage to public infrastructure such as both the SWP and CVP aqueducts,
- Local wells going dry,
- Further degradation of groundwater water quality,
- Rivers "losing" water that formerly supported anadromous fish and other species of concern,
- And the list goes on."

"The Governor office, ACWA, California Water Foundation, environmental organizations, just about everyone seems working on a revamping of groundwater management. The Governor's office has also said that he wants to enact any statutory changes necessary to improve groundwater management through trailer bill language as a part of May Revise."

"I have been working closely with the California Water Foundation and the Governor's office to ensure that SB 1168 reflects the current status of those various discussions. That way, should the Governor's efforts through the budget not be successful, SB 1168 will be available as a vehicle for further discussions."

ARGUMENTS IN OPPOSITION: None Received

COMMENTS

Time May Be Ripe For Action. The administration held a workshop on April 16, 2014, to hear from a variety of stakeholder groups their proposals for a new approach to groundwater management in California. There were formal presentations from the following:

- Lester Snow, Executive Director, California Water Foundation
- Tim Quinn, Executive Director, Association of California Water Agencies and David Orth, General Manager, Kings River Conservation District; Vice-Chair, Groundwater Sustainability Task Force, Association of California Water Agencies
- Robert Reeb, Executive Director, Valley Ag Water Coalition
- Jonas Minton, Water Policy Advisor, Planning and Conservation League

What was remarkable was not only the breadth of acceptance that something needed to be done, but also of many of the key elements of the "solution."

Much Work Ahead. While there appears to be general agreement on a broad framework of a sustainable groundwater management system, there are quite a number of potentially quite contentious issues to be resolved. Some of these include:

- Appropriate protection of both property rights and community rights
- Integrating water quality with water supply considerations
- Representation on groundwater management entities
- Identifying mandatory elements for groundwater management
- Level of transparency in managing and use of groundwater
- Enforcement powers for groundwater management entities
- Reporting requirements for groundwater users
- Changes in land use planning, or not
- Financing of groundwater management activities
- Permitting of new and/or existing wells
- Scope and limitations on groundwater storage and banking

Technical Amendment. The recent amendments made the previous placeholder language unnecessary. (see Amendment)

Related Measures

- AB 1739 (Dickenson) – is intended to be the Assembly’s vehicle for establishing a sustainable groundwater program.

SUGGESTED AMENDMENT: Strike out page 5 line 33 through page 9 line 31 inclusive

SUPPORT: None Received

OPPOSITION: None Received

Date of Hearing: April 29, 2014

ASSEMBLY COMMITTEE ON WATER, PARKS AND WILDLIFE
Anthony Rendon, Chair
AB 1739 (Dickinson) – As Amended: April 22, 2014

SUBJECT: Groundwater management

SUMMARY: Requires sustainable groundwater management in all groundwater subbasins determined by the Department of Water Resources (DWR) to be at medium to high risk of significant economic, social and environmental impacts due to an unsustainable and chronic pattern of groundwater extractions exceeding the ability of the surface water supplies to replenish the subbasin. Specifically, this bill:

- 1) Adds groundwater sustainability to the Water Code and applies that section, by definition, to those groundwater basins (which include both basins and subbasins) that are identified by DWR as high or medium priority (Priority Basins).
- 2) Requires, by January 1, 2020, that a sustainable groundwater management plan (SGMP) be adopted in each Priority Basin by an overlying groundwater management agency (GMA) and updated every five years thereafter and that such plans meet, in addition to the minimum current components for groundwater management plans (GMPs), the following requirements:
 - a) Sustainable groundwater management objectives, an analysis of demonstrating how the objectives will achieve sustainable groundwater management within 20 years of the implementation of the plan, and an identification of the parties responsible for achieving the objectives;
 - b) A minimum 50 year planning and implementation horizon;
 - c) Annual submission of performance reports;
 - d) Regular submission of monitoring data to DWR for the California Statewide Groundwater Elevation Monitoring Program (CASGEM) and locally to stakeholders.
- 3) Exempts from SGMP requirements any groundwater basin, or portion of a groundwater basin, that is subject to groundwater management pursuant to other provisions of law or a court order, judgment, or decree.
- 4) Requires SGMPs covering different portions of a groundwater basin not to conflict or impede each other.
- 5) Empowers a GMA to:
 - a) Incorporate other areas overlying the groundwater basin that are not covered by another SGMP;
 - b) Request an adjustment of a groundwater basin boundary to address hydrologic conditions and other features and other features based upon a technical analysis;
 - c) Enter into different types of legal agreements to facilitate participation among entities;
 - d) Raise funds for the purposes of sustainable groundwater management;
 - e) Regulate the pumping of groundwater;
 - f) Establish, assume, or cooperatively manage well permitting programs;
 - g) Enforce the GMA's SGMP.

- 6) Prohibits new extractions from the groundwater as of a not-yet-specified date, or the date adopted by the GMA, whichever is earlier, unless the groundwater basin has an SGMP. Excludes single-family domestic wells from that prohibition.
- 7) Allows money in the existing Local Groundwater Assistance Fund, which is used for planning and implementation of GMPs to also be used for SGMP planning and implementation.
- 8) Allows Local Agency Formation Commissions to provide special technical assistance and an expedited timeline to facilitate the formation of local and regional GMAs.
- 9) Requires cities and counties, upon the adoption or revision of a general plan, to utilize GMPs and SGMPs as source documents.

EXISTING LAW:

- 1) Provides the State Water Resources Control Board (State Water Board) with broad powers to regulate the waste and unreasonable use of water, including groundwater.
- 2) Categorizes groundwater as either a subterranean stream flowing through a known and definite channel or percolating groundwater. Groundwater that is a subterranean stream is subject to the same State Water Board water right permitting requirements as surface water. There is no statewide permitting requirement for percolating groundwater, which is the majority of groundwater.
- 3) Encourages local agencies to work cooperatively to manage groundwater resources within their jurisdictions and, if not otherwise required by law, to voluntarily adopt GMPs.
- 4) Requires that a GMP contain components related to funding, management, and monitoring in order for a local agency to be eligible for groundwater project funds administered by DWR.
- 5) Allows a GMP to voluntarily contain additional listed components.
- 6) Requires all of the groundwater basins identified in DWR's Groundwater Report, Bulletin 118, to be regularly and systematically monitored locally and the information to be readily and widely available.
- 7) Requires DWR to perform the groundwater elevation monitoring function if no local entity will do so but then bars the county and other entities eligible to monitor that basin from receiving state water grants or loans.
- 8) Requires DWR to prioritize groundwater basins based on multiple factors including, but not limited to, the level of population and irrigated acreage relying on the groundwater basin as a primary source of water and the current impacts on the groundwater basin from overdraft, subsidence, saline intrusion and other water quality degradation.

FISCAL EFFECT: Unknown

COMMENTS: California uses more groundwater than any other State yet there are no statewide standards for groundwater management. Groundwater provides, on average, 40% of California's water supply and that usage can increase to 60% or greater in dry years. For some communities groundwater is 100% of their local supplies. Yet groundwater is perhaps our most mysterious and least understood water source. Groundwater refers to water located beneath the surface in soil pore spaces and in the fractures of rock formations. It does not exist as one

continuous homogenous bathtub-like water body, but can be almost like a layer cake with different levels of varying depths that extend to large areas or are confined to small disconnected pockets.

On March 11, 2014 the Assembly Water, Parks & Wildlife Committee held an informational hearing on *Management of California's Groundwater Resources*. The purpose of the hearing was to add to the growing and collaborative conversation about groundwater management in California – a conversation that was made more urgent by the Governor's declaration on January 17, 2014 of a drought state of emergency in California.

The Governor's declaration came on the heels of three dry years in a row and was the second time in five years that a California Governor had declared a drought state of emergency. Testimony at the hearing referenced the data from the National Aeronautics and Space Administration (NASA)/German Aerospace Center Gravity Recovery and Climate Experiment (GRACE) satellites, which reveals that between 2003 and 2009 the groundwater aquifers for the Central Valley and its major mountain water source, the Sierra Nevadas, had lost almost 26 million acre-feet of water (an acre-foot is a standard measurement of water – enough water to flood an acre of land a foot deep – and equates to about 326,000 gallons). That is nearly enough water combined to fill Lake Mead, America's largest reservoir. The findings reflected the effects of California's extended drought and the resulting increased rates of groundwater being pumped for human uses, such as irrigation.

Overdraft in California today is estimated to occur in parts of the Central Valley, especially the Tulare Lake Basin, but also in some coastal and southern California basins with limited surface water supplies and intensive agriculture. While some overdraft reverses temporarily during wet periods, DWR estimates that California is overdrafting its groundwater at a rate of 1.5 million acre-feet per year. However, NASA estimates groundwater overdraft in California may be close to 4.4 million acre-feet per year statewide.

Current Groundwater Management and Monitoring of Supply

There are three basic methods available for managing groundwater resources in California: management by local agencies under authority granted in the California Water Code or other applicable State statutes; local government groundwater ordinances or joint powers agreements; and, court adjudications.

AB 3030 (Costa), the California Groundwater Management Act, was passed by the Legislature in 1992. It was a significant addition to the groundwater management authorities granted under the Water Code in that it greatly increased the number of local agencies authorized to develop GWMPs and set forth a common framework for management by local agencies throughout California. Adoption of a GMP was encouraged under AB 3030 but not required. SB 1938 (Machado/2002) took a further step when it set out certain specified components for GMPs and required any local agency seeking state funds administered by DWR to meet those requirements. Subsequent bond initiatives have also made an adopted GMP an eligibility criterion for receiving groundwater project and program funds. Since its passage, 149 agencies have adopted GMPs in accordance with AB 3030. Other agencies have begun the process. As mentioned above, in some basins, groundwater is managed under other statutory or judicial authority.

The California Groundwater Management Act, as amended, provides a systematic procedure to develop a GMP and requires the inclusion of certain minimum components. These include basin management objectives and monitoring and management of groundwater levels, inelastic surface subsidence, and changes in surface flow and surface quality that directly affect groundwater levels or quality or are caused by groundwater pumping. The Act also requires a description of how recharge areas identified in the plan substantially contribute to the replenishment of the groundwater basin. In addition, suggested optional components that might be relevant for a particular groundwater basin are listed.

In 2009 groundwater monitoring took another step forward in the historic five-bill package of water legislation adopted during the Seventh Extraordinary Session on water in 2009. That package included SBX7 6 (Steinberg). SBX7 6 recognized that the statewide collection and evaluation of seasonal and long-term trends in groundwater elevations in California's groundwater basins is an important fundamental step toward improving management of California's groundwater resources. To achieve that goal, SBX7 6 incentivizes local monitoring entities to collect groundwater elevation data by mandating that, as a default, it will be done by DWR and if DWR was required to step in then those entities are ineligible for state funding for their groundwater projects and programs. In accordance with SBX7 6, DWR developed the California Statewide Groundwater Elevation Monitoring (CASGEM) program.

State Water Resources Control Board Groundwater Workplan Concept Paper

On October 4, 2013 the State Water Board's release of a *Discussion Draft Groundwater Workplan Concept Paper* advanced the groundwater conversation even further. That paper called for the implementation of five key elements – “whether at the local, regional, or state level” – in order to effectively manage groundwater. The five elements are:

- “1. **Sustainable thresholds** for water level drawdown and water quality for impacted, vulnerable, and high-use basins;*
- 2. **Water quality and water level monitoring and assessment, and data management systems, capable of determining if thresholds are being met and evaluating trends;***
- 3. **Governance structures with the management mechanisms needed to prevent impacts before they occur, clean up contamination where it has occurred, provide adequate treatment of contaminated drinking water sources, and ensure that meeting groundwater level and quality thresholds are managed over the long term;***
- 4. **Funding to support monitoring and governance/management actions; and***
- 5. **Oversight and enforcement in basins where ongoing management efforts are not protecting groundwater.***

The Groundwater Workplan Concept Paper also advised that the Water Board would be focusing “attention and assistance on high-use basins where thresholds are being exceeded.” Following release of that Concept Paper the State Water Board engaged in stakeholder discussion to receive feedback and held several highly-attended all day public workshops.

January 22, 2014 also saw the release of the final version of the Governor's California Water Action Plan. Responding to "one of the driest winters on record," the Governor tasked the California Natural Resources Agency, the California Environmental Protection Agency, and the California Department of Food and Agriculture in late 2013 to work together on a plan that would guide state efforts to enhance water supply reliability, restore damaged and destroyed ecosystems, and improve the resilience of our infrastructure over the next five years. The Plan focuses on eight "challenges for managing California's water supplies," which are: uncertain water supplies; water scarcity/drought; declining groundwater supplies; poor water quality; declining native fish species and loss of wildlife habitat; floods; supply disruptions; and, population growth and climate change further increasing the severity of risks.

Regarding declining groundwater supplies, the Action Plan acknowledges that some of California's groundwater basins are sustainably managed, but unfortunately, many are not. The report finds that "inconsistent and inadequate tools, resources and authorities make managing groundwater difficult in California and impede our ability to address problems such as overdraft, seawater intrusion, land subsidence, and water quality degradation." But it also acknowledged that, conversely, properly managed groundwater resources could "help protect communities, farms and the environment against the impacts of prolonged dry periods and climate change" and that the "strategies identified in this action plan will move California toward more sustainable management of our groundwater resources."

With respect to expanding water storage capacity and improving groundwater management, the Action Plan focuses on the increased flexibility that could be created in California's water management system if some increment of flows in high water years could be banked for later in surface water reservoirs and groundwater basins. The Action Plan also acknowledged the need to "better manage our groundwater basins to reverse alarming declines in groundwater levels" and that continued "declines in groundwater levels could lead to irreversible land subsidence, poor water quality, reduced surface flows, ecosystem impacts, and the permanent loss of capacity to store water as groundwater." Among the programs identified for support to achieve the Action Plan goals were CASGEMS and GAMA. The Action Plan also called for an update of Bulletin 118 and efforts to improve sustainable groundwater management, support distributed groundwater storage, increase statewide groundwater recharge, and accelerate cleanup of contaminated groundwater and prevent future contamination.

On January 9, 2014, the Governor proposed his 2014-15 budget, which included \$619 million to advance the Action Plan. The budget took bold steps on groundwater under the title "Expand Water Storage Capacity" by providing \$1.9 million to the State Water Board for "10 positions to act as a backstop when local or regional agencies are unable or unwilling to sustainably manage groundwater basins." The proposed budget advises that the State Water Board "will protect groundwater basins at risk of permanent damage until local or regional agencies are able to do so." In addition to funds for the State Water Board groundwater management backstop, the budget included \$3 million for continued support of GAMA's priority basin project and \$2.9 million to DWR to continue CASGEM with an additional directive for "more effective and timely access to hydrogeologic and well construction data." On March 1, 2014 the Governor signed two bipartisan urgency measures SB 103 and SB 104 (Committee on Budget and Fiscal Review) that accelerated some funding proposed in the budget in order to more quickly address drought-related impacts. Some groundwater management funds were included in that action.

Governor's Office Draft Framework for Soliciting Stakeholder Input on Groundwater Management

On March 7, 2014 the Governor's Office released a draft framework for "soliciting input on actions that can be taken to assure that local groundwater managers have the tools and authority to sustainably manage groundwater consistent with the California Water Action Plan." In particular the Draft Framework advises that in developing ideas it may be helpful to consider whether local agencies need enhanced local agency authority and how the State should structure state backstop authority when local action has not occurred or has been insufficient.

The Draft Framework emphasizes that local agencies are the most familiar with the condition of their groundwater basins and are in the best position to manage those resources locally. But it acknowledges that local agencies may need new or modified statutory authorities to manage groundwater more effectively. The framework submits for consideration whether such tools would need to address:

- allocation of groundwater
- ability to control pumping
- ability to assess fees for replenishment or other groundwater activities
- groundwater measurement and reporting

Additional questions regarding local authority include, but are not limited to whether existing GMPs should play a role and, if so, whether their content needs to change and whether there are existing barriers to adequately funding groundwater management efforts.

Current Groundwater Legislation

This bill is one of two current legislative efforts to address better groundwater management. The other bill is SB 1168 (Pavley) which was heard in Senate Natural Resources and Water Committee on April 22, 2014. Both bills represent initial groundwater management concepts developed after extensive stakeholder processes.

Supporting arguments: The author states that in many areas, including parts of the San Joaquin Valley, overdraft of groundwater has become a serious problem and while a number of groundwater basins and subbasins are under sound local and regional management, others are not. The author adds that while existing authorities and requirements for managing groundwater provide a strong foundation, managing to a sustainable level of groundwater requires additional tools that build upon that foundation. The author advises that this bill seeks to address several critical policy objectives that are central to improving local and regional groundwater management efforts and achieving sustainable groundwater levels, especially in high and medium risk overdraft basins and subbasins.

REGISTERED SUPPORT / OPPOSITION:

Support
None on file

Opposition
None on file

Association of California Water Agencies Overview of 2014 Water Bond Bills – March 13, 2014

Bill Number/ Author	Total Investment (in billions)	Notes (Not a Complete List of Concerns or Needed Amendments)
AB 1331 (Rendon)	\$8.000	Full funding for local resource development and watersheds but partial funding for Delta sustainability, storage and groundwater quality.
AB 1445 (Logue)	\$5.800	Full funding for storage. Water quality funding but no specific ground water quality funding. No funding for Delta sustainability, local resource development, or watersheds outside of the Delta.
AB 2043 (Bigelow and Conway)	\$7.935	Full funding for storage, local resource development and groundwater quality, but partial funding for Delta sustainability and no funding for watersheds outside of the Delta.
AB 1674 (Bigelow)	Not specified	Spot Bill
AB 2686 (Perea)	\$9.250	Full funding for Delta sustainability, storage, local resource development, and watersheds but partial funding for groundwater quality.
SB 40 (Pavley)	Not specified	Spot Bill
SB 42 (Wolk)	\$6.475	Full funding for local resource development and watersheds but partial funding for Delta sustainability, storage and groundwater quality.
SB 848 (Wolk)	\$6.825	Full funding for local resource development and watersheds but partial funding for Delta sustainability, storage and groundwater quality.
SB 927 (Cannella and Vidak)	\$9.217	Full funding for Delta sustainability, storage, local resource development and groundwater quality but no funding for watersheds outside of the Delta.
SB 1080 (Fuller)	Not specified	Spot Bill
SB 1250 (Hueso)	Not specified	Spot Bill
SB 1370 (Galgiani)	\$5.100	Funding for specified surface storage projects (i.e., Sites Reservoir, Temperance Flat Reservoir and Expansion of Los Vaqueros Reservoir). Does <u>not</u> fund Delta sustainability, subsurface storage, local resource development, water quality or watersheds.

Note: "Full funding" for Delta Sustainability is \$2.25 billion and "full funding" for storage is \$3 billion for public benefits based on the current version of the 2014 Water Bond and ACWA's Proposal for a Modified 2014 Water Bond.



May 23, 2014

Dear County Supervisor,

We are extremely grateful to all the counties and county supervisors who have signed on to our effort to secure a water bond for the November ballot. As you all know, California needs a water bond that can produce new water and actually be approved by the voters.

As promised, we are writing you again to provide more detail for what we believe such a water bond would entail. This proposal was derived after extensive discussions with as many of you as possible.

The current proposal adheres to these two core principles:

1. That every part of California needs new water, and;
2. That every county in California should have its local interests protected and that it is not necessary to pit any part of the State against another.

Time is of the essence. We again need to show the legislature and the governor how many of us support this effort. We need as many counties and county supervisors as possible to weigh in again with renewed support for the now more detailed proposal that we are advancing. ***What we are asking is this: that at a minimum at least two supervisors from each of your counties indicate support, by signing on County letterhead, for the attached proposal by Friday, June 6.***

As we stated in our original letter to you on this subject, crafting a broadly supportable water bond is not easy. However, we know what many of you are committed to doing this. Thank you for your support thus far and thank you in advance for supporting our now more detailed proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Allen Ishida".

Allen Ishida
Tulare County Supervisor, District 1

A handwritten signature in black ink, appearing to read "Larry Ruhstaller".

Larry Ruhstaller
San Joaquin County Supervisor, District 2

2014 Water Bond Legislation

We the undersigned County Supervisors believe in a comprehensive Water Bond to be placed on the November 2014 election. We strongly believe that every region in the State of California should receive funds to be used for regional water sustainability and for developing new water storage capacity. There should not be any funds dedicated for the destruction of existing storage capacity without concurrent replacement dams being built in the same watershed with increased capacity, nor any policy or funding that advances the Bay Delta Conservation Plan.

The various water bond proposals appear to be attempting to earmark watershed protection funds for specific locations. We believe that can cause regional infighting which would be detrimental to the bond passage. The proposed earmarking again ignores the mountain source counties. It appear that only one fifteenth of the money set aside for the Sierra Nevada and Cascade Mountain Counties which provide eighty percent of California's surface water is not consistent with our goals. The reason we recommend that the Conservancies administer these fund is to attempt to eliminate regional conflict. Watershed protection has very different meaning verses watershed restoration. Watershed protection is a byproduct of watershed restoration. Watershed restoration produces more water which is our goal in a water bond.

This is the structure of what can be supported throughout the State of California – we urge the Legislature and Governor Brown to incorporate these suggestions into any new water bond so that we can move expeditiously and noncontroversially towards a prosperous future.

We respectfully offer the following which we strongly support and will gain statewide support for a 2014 Water Bond.

CONTINUOUS APPROPRIATIONS

Without continuous appropriations the water bond does not guarantee any of the following projects will be completed.

WATER STORAGE - \$3 Billion

\$3 Billion for groundwater and surface water storage with the monies to be spent on land acquisitions, engineering and construction

WATERSHED RESTORATION - \$1.7 Billion

\$600 Million set aside for the following:

\$200 Million for the Sierra Nevada and Cascade Mountain Ranges to be administered by the Sierra Nevada Conservancy

\$200 Million for the California Coastal Counties to be administered by the Coastal Conservancy

\$200 Million for counties South of Kern County

IRWMPs - \$1.5 Billion

DISADVANTAGED COMMUNITIES CLEAN WATER SUPPLY - \$900 Million

DELTA SUSTAINABILITY - \$1.2 Billion

\$800 Million to be administered by the Delta Conservancy

\$400 Million for Delta levee improvement projects

WATER REUSE & RECYCLING - \$1 Billion



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:30 a.m. Closed Session Informational

FROM: Inyo County Planning Commission and Planning Department

FOR THE BOARD MEETING OF: June 3, 2014

SUBJECT: General Plan Amendment 2014-01/Inyo County - Update the Conservation and Open Space Element with an Energy Efficiency Chapter.

DEPARTMENTAL RECOMMENDATION: Request the Board of Supervisors: receive a presentation from staff; Conduct a Public Hearing and adopt Resolution 2014-XX (Attachment 1) approving General Plan Amendment 2014-01/Inyo County (Update the Conservation and Open Space Element with an Energy Efficiency Chapter); and, certify that that General Plan Amendment 2014-01/Inyo County is exempt from CEQA.

SUMMARY DISCUSSION: In a partnership with Southern California Edison (SCE) (under the auspicious of the California Public Utilities Commission (CPUC)) county planning staff developed a Cost Energy and Service Efficiency Action Plan (CESEAP) and the Board of Supervisors adopted it in November 2012. It provides policy and direction for energy reduction programs for County facilities. To further the County's commitment to cost savings through energy reduction, staff has taken the policies from the CESEAP and created an update to the Conservation and Open Space element in the General Plan with energy reduction language directed at both county and private facilities.

A draft chapter for the Conservation and Open Space element has been developed based on the policies created through the CESEAP process; the new energy efficiency regulations from the State; and, refined by public input. Energy efficiency policy ideas were introduced to the public during the fall of 2013 as part of the overall General Plan and Zoning Code update meetings. The attending public had the opportunity to learn about the energy efficiency policy ideas and vote on them. Policy ideas were illustrated on posters and the attending public voted by placing a dot sticker on either a yes or no choice. The policy ideas voted on are as follows:

- o Do you support incorporating policies from the CESEAP into the General Plan?
- o Would you like to see the County include policies for incentives to business owners and all other non-residential building owners to exceed the State's requirements for new construction?
- o Would you like to see the County include policies to develop a recognition program for non-residential building owners who exceed the State requirements for new construction and remodels?
- o Would you like to see the County include policies requiring owners of nonresidential buildings to exceed the State's requirements for new construction and remodels?
- o Would you like to see the County include policies for incentives to homeowners to exceed the State's requirements for new construction?
- o Would you like to see the County include policies for incentives to homeowners who apply the State requirements for new construction to remodels?
- o Would you like to see the County include policies requiring homeowners to exceed the State's requirements for new construction?

The results of this voting found that the attending public was in favor of the county incorporating policies from the CESEAP into the General Plan 65% to 35% and that a majority supported the policies for incentive programs to exceed state requirements but did not support the county requiring energy

efficiency standards beyond state requirements (Attachment 2, Energy Efficiency – public input exercise results). Based on the public input and the work completed for the CESEAP a draft chapter for the Conservation and Open Space element was developed that includes: definitions, policies and implementation strategies (please see Attachment 3).

On February 26, 2014 the Inyo County Planning Commission held a public hearing, took public comment and passed and adopted Resolution 2014-01 (Please see Attachment 4) - Draft General Plan Amendment 2014-01/Inyo County and made certain findings:

- 1.) GPA No. 2014-01/Inyo County is exempt from CEQA, per the general rule 15061(b)(3), as it will not result in significant changes to the environment.
- 2.) Based on substantial evidence in the record, the proposed Amendment to update the Conservation and Open Space Element with an Energy Efficiency chapter is consistent with the Goals and Policies of the Inyo County General Plan.
[Evidence: General Plan Goal, Public Services and Utilities-10: To provide efficient and cost-effective utilities that serves the existing and future needs of people in the unincorporated areas of the County. General Plan Policy Air Quality 1.4: Encourage the use of energy-conservation devices in public and private buildings.]
- 3.) Based on substantial evidence in the record, the proposed Amendment to update the Conservation and Open Space Element with an Energy Efficiency chapter is consistent with the purposes and intent of Title 18 (Zoning Ordinance) of the Inyo County Code.
[Evidence: Inyo County Code 18.03.020 Purpose and Intent: Because of California statutes it is necessary for this title to be in accordance with the county's general plan. This title is the expression of public policy so that all future development can be regulated to (C) Promote health and the general welfare; (G) Facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements.]
- 4.) Based on substantial evidence in the record, the Amendment to update the Conservation and Open Space Element with an Energy Efficiency chapter, complies with California Government Code Section 65300 et seq. (i.e., the State's regulations for the General Plan).

Recommended Actions: Based on the Planning Commission's recommendation: approve General Plan Amendment 2014-01/Inyo County (Update the Conservation and Open Space Element with an Energy Efficiency Chapter) and certify that General Plan Amendment 2014-01/Inyo County is exempt from CEQA per the General Rule 15061(b)(3).

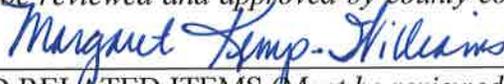
ALTERNATIVES: The Board may consider the following alternatives.

1. Do not approve General Plan Amendment 2014-01/Inyo County (Update the Conservation and Open Space Element with an Energy Efficiency Chapter).
2. Return to staff with direction for specific changes.

OTHER AGENCY INVOLVEMENT: Southern California Edison Company (SCE), California Public Utilities Commission (CPUC)

FINANCING: Costs to prepare the Energy Efficiency Chapter to the Conservation and Open Space Element are being funded through a grant from SCE under the auspices of the CPUC.

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: 5/28/14

Attachments:

- 1.) Resolution 2014-XX
- 2.) Energy Efficiency – public input exercise results.
- 3.) Draft Energy Efficiency Chapter for the Conservation and Open Space Element.
- 4.) Resolution 2014-01

RESOLUTION NO. 2014-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, CERTIFYING THAT GENERAL PLAN AMENDMENT NO. 2014-01 IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO THE GENERAL RULE AND MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE, GENERAL PLAN AMENDMENT NO. 2014-01/INYO COUNTY

WHEREAS, California Government Code Section 65300 et seq. indicates that the legislative body of each county shall adopt a comprehensive, long-term general plan for its physical development, including the following seven required elements: (1) land use, (2) circulation, (3) housing, (4) conservation, (5) open space, (6) noise, and (7) safety; and

WHEREAS, the County adopted a comprehensive update to its General Plan in 2001, but the General Plan does not address energy efficiency, and the County wishes to update the General Plan to adequately address energy efficiency; and

WHEREAS, Inyo County supports energy efficiency as a means to cost savings and environmental benefits; and

WHEREAS, Inyo County encourages its citizens to reduce energy use as a means to cost savings and environmental benefit; and

WHEREAS, in November 2012 the Board of Supervisors adopted the Cost, Energy, and Service Efficiencies Action Plan to provide policy and direction for energy reduction and cost savings at county facilities; and

WHEREAS, on March 26, 2013 the Board of Supervisors approved staff to develop energy efficiency policies for the general plan as long as they provide for overall cost savings to the County; and

WHEREAS, staff held public meetings on September 11, 2013 in Bishop, California; September 12, 2013 in Lone Pine, California; September 18, 2013 in Independence, California; September 19, 2013 in Big Pine, California; and, October 3, 2013 in Tecopa, California; and

WHEREAS, the public who attended the public meetings voted in favor of the County updating its General Plan with energy efficiency policies; and,

WHEREAS, on January 28, 2014, the Native American Heritage Commission transmitted a list of appropriate tribal contacts for purposes of consultation pursuant to Government Code Section 65352.3 to the County; and

WHEREAS, on February 5, 2014, the County transmitted correspondence to the list of tribal contacts provided by the Native American Heritage Commission inviting consultation pursuant to Government Code Section 65352.3; and

WHEREAS, on February 13, 2014 staff met with representatives of the Big Pine Tribe for purposes of consultation pursuant to Government Code Section 65352.3; and

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of the Inyo County Code, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects; and

WHEREAS, General Plan Amendment No. 2014-01 (Update the Conservation and Open Space Element with an Energy Efficiency chapter) is a policy document that directs the county to reduce energy use as a means for cost savings and environmental benefits and encourages private property owners to reduce energy use as a means for cost savings and environmental benefits, through incentives and will not result in significant changes to the environment, and therefore, General Plan Amendment No. 2014-01 is exempt from the California Environmental Act (CEQA), per general rule 15061(b)(3); and

WHEREAS, on February 26, 2014, the Planning Commission held a public hearing, took public comment on Draft General Plan Amendment No. 2014-01/Inyo County and recommended that the Board of Supervisors certify General Plan Amendment No. 2014-01/Inyo County is exempt from CEQA, per the general rule 15061(b)(3), make certain findings, and approve General Plan Amendment No. 2014-01 (Update the Conservation and Open Space Element with an Energy Efficiency chapter); and

WHEREAS, on April 9, 2014 the County transmitted correspondence to the list of tribal contacts provided by the Native American Heritage Commission notifying them the approval hearing would be held in mid-June 2014 and inviting further consultation pursuant to Government Code Section 65352 (a) 8; and

WHEREAS, a notice of public hearing for General Plan Amendment No. 2014-01 (Update the Conservation and Open Space Element with an Energy Efficiency Chapter) was published in the Inyo Register on May 24, 2014; and

WHEREAS, on May 23, 2014 a notice of public hearing for General Plan Amendment No. 2014-01 was mailed to appropriate representatives pursuant to Government Code Section 65352 (a); and

WHEREAS, this Board does hereby find and declare adoption of General Plan Amendment No. 2014-01 (Update the Conservation and Open Space Element with an Energy Efficiency chapter) to be in the public interest; and

NOW THEREFORE, BE IT HEREBY RESOLVED, based on all of the written and oral comments and input received at the June 3, 2014 hearing, including the staff report and recommendation from the Planning Commission, this Board of Supervisors makes the following findings with regard to General Plan Amendment No. 2014-01 (Update the Conservation and Open Space Element with an Energy Efficiency Chapter):

- 1.) General Plan Amendment No. 2014-01/Inyo County is exempt from CEQA, per the general rule 15061(b)(3), as it will not result in significant changes to the environment.
- 2.) Based on substantial evidence in the record, the proposed Amendment to update the Conservation and Open Space Element with an Energy Efficiency chapter is consistent with the Goals and Policies of the Inyo County General Plan.

- 3.) Based on substantial evidence in the record, the proposed Amendment to update the Conservation and Open Space Element with an Energy Efficiency chapter is consistent with the purposes and intent of Title 18 (Zoning Ordinance) of the Inyo County Code.
- 4.) Based on substantial evidence in the record, the Amendment to update the Conservation and Open Space Element with an Energy Efficiency chapter, complies with California Government Code Section 65300 et seq. (i.e., the State’s regulations for the General Plan).

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo, State of California, does hereby certify General Plan Amendment No. 2014-01/Inyo County is exempt from CEQA, per the general rule 15061(b)(3) and approves General Plan Amendment No. 2014-01 to update the Conservation and Open Space Element with an Energy Efficiency chapter based on all of the information in the public record and on recommendation of the Planning Commission.

PASSED AND ADOPTED THIS 3RD DAY OF JUNE, 2014:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chair, Inyo County Board of Supervisors

ATTEST:

Clerk of the Board

By _____
Pat Gunsolley, Assistant

Attachment 2

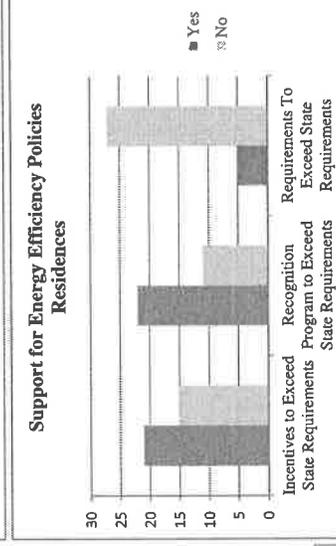
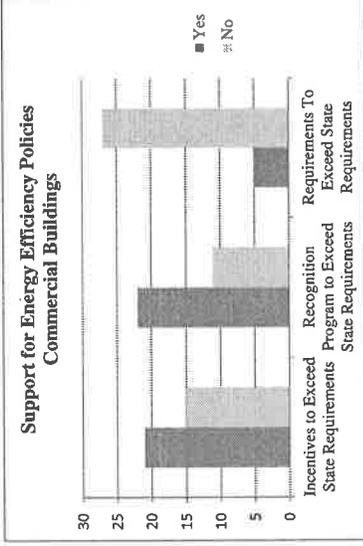
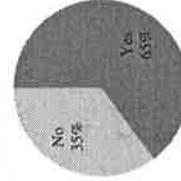
The 2013 update to California's Building Efficiency Standards now includes updated requirements for new non-residential construction and remodels that will become effective on January 1, 2014.

Energy Efficiency	Yes	No	Notes
Would you like to see the County include policies for incentives to business owners and all other non-residential building owners to exceed the State's requirements for new construction?	21	15	Incentives to Exceed State Requirements
Would you like to see the County include policies to develop a recognition program for non-residential building owners who exceed the State requirements for new construction and remodels?	22	11	Recognition Program to Exceed State Requirements
Would you like to see the County include policies requiring owners of non-residential buildings to exceed the State's requirements for new construction and remodels?	5	27	Requirements To Exceed State Requirements
Would you like to see the County include policies for incentives to homeowners to exceed the State's requirements for new construction?	24	8	Incentives to Exceed State Requirements
Would you like to see the County include policies for incentives to homeowners who apply the State requirements for new construction to remodels?	24	8	Recognition Program to Exceed State Requirements
Would you like to see the County include policies requiring homeowners to exceed the State's requirements for new construction?	4	34	Requirements To Exceed State Requirements
Level of support for incorporating policies from the CESEAP into the General Plan	24	13	

Workshop Participation

Bishop	9
Lone Pine	19
Independence	33
Big Pine	8
Tecopa	17
Keeler	23
Olancha	23
Total	132

Support for Incorporating policies from the CESEAP Into the General Plan



Attachment 3

Conservation/Open Space

EE Energy Efficiency (Section 6.9)

Add energy efficiency to the list in 6.0 Introduction and change “this element is divided into the following eight topic areas” to “this element is divided into the following nine topic areas”

6.9 Energy Efficiency

6.9.1 Definitions

In using this element and the goals, policies and implementation measures that address issues related to energy efficiency, the following definitions will apply:

Energy Action Plan. A Plan adopted in November 2012 by the Board of Supervisors outlining strategies and programs to reduce energy use at County facilities.

Incentive. A program, procedure, or item used to encourage an individual or organization to employ a specific action or behavior.

Portfolio Manager.

An online tool developed by the Environmental Protection Agency designed to evaluate energy use and the cost of energy use at specific types of facilities.

6.9.2 Goals and Policies

GOAL EE-1

Policy EE-1.1 The County will work to reduce the overall energy usage at its facilities by 10% by 2016 (or 3.34% per year), as long as the reductions will also result in cost savings to the County.

Policy EE-1.2 The County will continue to evaluate energy use and reduction targets as a way to promote energy efficiency throughout the county and as a means to reduce operating costs.

Policy EE-1.3 The County will continue to implement the action items identified in the 2012 Energy Action Plan to meet its overall energy reduction goals as long as those actions will result in savings to the County from reduced energy usage.

Policy EE-1.4 The County will consider adopting incentive programs for homeowners who exceed the State’s requirements for new construction, remodels, and additions.

Policy EE-1.5 The County will consider adopting recognition programs for homeowners who exceed the State’s requirements for new construction, remodels, and additions.

Policy EE-1.6 The County will consider adopting incentive programs for business owners and all other non-residential building owners who exceed the State’s requirements for new construction, remodels, and additions.

Attachment 3

Policy EE-1.7 The County will consider adopting recognition programs for business owners and all other non-residential building owners who exceed the State’s requirements for new construction, remodels, and additions.

Implementation Measure	Implements What Policy	Who is Responsible	2012-2015	2015-2020	On-going
Use the EPA Portfolio Manager to provide an annual analysis of energy use and the cost of energy use at county facilities.	EE-1.1	Planning and Public Works			■
Evaluate the percentage change in use and cost and propose updates (if appropriate) to energy reduction goals for Board of Supervisor consideration.	EE-1.1	Planning and Public Works			■
Use energy reduction and cost analysis to target County projects based on their potential savings.	EE-1.2	Planning, Public Works, County Administrator			■
County facility projects will be evaluated with energy efficiency methods and materials for potential cost savings. If the Board of Supervisors finds that the savings from energy efficient methods and materials justifies the costs of using them they will be incorporated.	EE-1.3	Public Works, Building and Maintenance			■
County staff will work with Southern California Edison, the Los Angeles Department of Water and Power, the Eastern Sierra Energy Initiative and other groups and organizations to identify and implement appropriate incentive programs for homeowners who exceed current State of California Title 24 Standards.	EE-1.4	Planning, Public Works			■
County staff will work with Southern California Edison, the Los Angeles Department of Water and Power, the Eastern Sierra Energy Initiative and other groups and organizations to explore and develop recognition programs for homeowners who exceed current State of California Title 24 Standards.	EE-1.5	Planning			■
County staff will work with Southern California Edison, the Los Angeles Department of Water and Power, the Eastern Sierra Energy Initiative and other groups and organizations to identify and implement appropriate incentive	EE-1.6	Planning, Public Works			■

Attachment 3

<p>programs for business owners and all other non-residential building owners who exceed current State of California Title 24 Standards.</p>					
<p>County staff will work with Southern California Edison, the Los Angeles Department of Water and Power, the Eastern Sierra Energy Initiative and other groups and organizations to explore and develop recognition programs for business owners and all other non-residential building owners who exceed current State of California Title 24 Standards.</p>	<p>EE-1.7</p>	<p>Planning, Public Works</p>			<p>■</p>

RESOLUTION NO. 2014-01

**A RESOLUTION OF THE PLANNING COMMISSION OF THE
COUNTY OF INYO, STATE OF CALIFORNIA,
RECOMMENDING THAT THE BOARD OF SUPERVISORS
CERTIFY THAT GPA 2014-01 IS EXEMPT FROM CEQA AND
MAKE CERTAIN FINDINGS WITH RESPECT TO AND
APPROVE, GENERAL PLAN AMENDMENT NO. 2014-01/INYO
COUNTY (UPDATE TO THE CONSERVATION AND OPEN
SPACE ELEMENT WITH AN ENERGY EFFICIENCY CHAPTER)**

WHEREAS, California Government Code Section 65300 et seq. indicates that the legislative body of each county shall adopt a comprehensive, long-term general plan for its physical development, including the following seven required elements: (1) land use, (2) circulation, (3) housing, (4) conservation, (5) open space, (6) noise, and (7) safety; and

WHEREAS, the County adopted a comprehensive update to its General Plan in 2001, but the General Plan does not address energy efficiency, and the County wishes to update the General Plan to adequately address energy efficiency; and

WHEREAS, Inyo County supports energy efficiency as a means to cost savings and environmental benefits; and

WHEREAS, Inyo County encourages its citizens to reduce energy use as a means to cost savings and environmental benefit; and

WHEREAS, in November 2012 the Board of Supervisors adopted the Cost Energy and Service Efficiencies Action Plan to provide policy and direction for energy reduction and cost savings at county facilities; and

WHEREAS, on March 26, 2013 the Board of Supervisors approved staff to develop energy efficiency policies for the general plan as long as they provide for overall cost savings to the County; and

WHEREAS, staff held public meetings on September 11, 2013 in Bishop, California; September 12, 2013 in Lone Pine, California; September 18, 2013 in Independence, California; September 19, 2013 in Big Pine, California; and, October 3, 2013 in Tecopa, California; and

WHEREAS, the public who attended the public meetings voted in favor of the County updating its General Plan with energy efficiency policies; and,

WHEREAS, on January 28, 2014, the NAHC transmitted a list of list of appropriate tribal contacts for purposes of consultation pursuant to Government Code Section 65352.3 to the County; and

WHEREAS, on February 5, 2014, the County transmitted correspondence to the list of tribal contacts provided by the NAHC inviting consultation pursuant to Government Code Section 65352.3; and

WHEREAS, on February 13, 2014 staff met with representatives of the Big Pine Tribe for purposes of consultation pursuant to Government Code Section 65352.3; and

WHEREAS, February 26, 2014, the Planning Commission held a public hearing, took public comment on the draft and recommended that the Board of Supervisors approve GPA No. 2014-01/Inyo County; and

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of the Inyo County Code, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects; and

WHEREAS, GPA No. 2014-01 (Update the Conservation and Open Space Element with an Energy Efficiency chapter) is a policy document that directs the county to reduce energy use as a means for cost savings and environmental benefits and encourages private property owners to reduce energy use as a means for cost savings and environmental benefits, through incentives and will not result in significant changes to the environment, and therefore, GPA N0. 2014-01 is exempt from the California Environmental Act (CEQA), per general rule 15061(b)(3); and

WHEREAS, a notice of public hearing for General Plan Amendment No. 2014-01 (Update the Conservation and Open Space Element with an Energy Efficiency Chapter) was published in the Inyo Register on February 15, 2014; and

WHEREAS, this Commission does hereby find and declare adoption of General Plan Amendment No. 2014-01 (Update the Conservation and Open Space Element with an Energy Efficiency chapter) to be in the public interest; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that, based on all of the written and oral comments and input received at the February 26, 2014 hearing, including the staff report for the project, this Planning Commission makes the following findings regarding General Plan Amendment No. 2014-01 (Update the Conservation and Open Space Element with an Energy Efficiency chapter) and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

RECOMMENDED FINDINGS

- 1.) GPA No. 2014-01/Inyo County is exempt from CEQA, per the general rule 15061(b)(3), as it will not result in significant changes to the environment.

- 2.) Based on substantial evidence in the record, the proposed Amendment to update the Conservation and Open Space Element with an Energy Efficiency chapter is consistent with the Goals and Policies of the Inyo County General Plan.
- 3.) Based on substantial evidence in the record, the proposed Amendment to update the Conservation and Open Space Element with an Energy Efficiency chapter is consistent with the purposes and intent of Title 18 (Zoning Ordinance) of the Inyo County Code.
- 4.) Based on substantial evidence in the record, the Amendment to update the Conservation and Open Space Element with an Energy Efficiency chapter, complies with California Government Code Section 65300 et seq. (i.e., the State's regulations for the General Plan).

BE IT FURTHER RESOLVED, that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Certify GPA No. 2014-01/Inyo County is exempt from CEQA, per the general rule.
2. Make certain findings with respect to, and approve General Plan Amendment No. 2014-01 (Update the Conservation and Open Space Element with an Energy Efficiency chapter), based on all of the information in the public record and on recommendation of the Planning Commission.

PASSED AND ADOPTED this 26th day of February, 2014 by the following vote of the Inyo County Planning Commission:

AYES: 5
NOES: 0
ABSTAIN: 0
ABSENT: 0



Chair, Inyo County Planning Commission

ATTEST:

Joshua Hart, AICP, Planning Director

By 

Secretary of the Commission