

# 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 14, 2016

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

#### CLOSED SESSION

2. **CONFERENCE WITH LABOR NEGOTIATORS** – (Government Code Section 54957.6). Employee or organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, Information Services Director, Brandon Shults, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION.** (Government Code Section 54957).  
Title: Health and Human Services Director
4. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION.** (Government Code Section 54957).  
Title: Chief Probation Officer

#### OPEN SESSION

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

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

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

#### BOARD OF SUPERVISORS

8. Request Board: A) approve a letter to the California Debit Limit Allocation Committee (CDLAC), requesting the assignment of Inyo County's 2016 allocation of private activity bonds to Golden State Finance Authority (GSFA-formerly CHF) for inclusion in the Mortgage Credit Certificate (MCC) Program, which is a Rural County Representatives of California (RCRC) housing program, and authorize the Chairperson to sign; and B) authorize the County Administrator to sign the Housing Element Certification Form.

## COUNTY ADMINISTRATOR

9. **Advertising County Resources** – Request Board approve the final payment for the 2015-2016 Community Project Sponsorship Grants to the Lone Pine Chamber of Commerce in the amounts of \$3,000 for the Early Opener Trout Derby and \$3,000 for the Wild Wild West Marathon.
10. **Mt. Whitney Cemetery District** – Request Board re-appoint Chris Langley and Tom Noland to the Mt. Whitney Cemetery District Board of Trustees to complete four-year terms ending May 31, 2020.

## PLANNING

11. **Yucca Mountain** - Request Board: A) declare Hydrodynamic Group LLC. a sole source provider of hydrological consulting services; and B) approve a contract between the County of Inyo and Hydrodynamic Group, LLC to (i) provide technical expertise in the review of the Nuclear Regulatory Commission's (NRC) level and quality of responses to the County's comments on the Draft Supplemental Environmental Impact Statement (SEIS); (ii) assist the County in supporting its existing contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC; (iii) evaluate any new hydrologic models or information introduced by the NRC in the Final SEIS; in an amount not to exceed \$20,000, for the period of July 1, 2016 through June 30, 2017; and C) authorize the Chairperson to sign contingent upon Board's adoption of the Fiscal Year 2016-2017 Budget.
12. **Yucca Mountain** – Request Board: A) declare Andy Zdon and Associates, Inc. a sole source provider of hydrological consulting services; and B) approve a contract between the County of Inyo and Andy Zdon and Associates, Inc. to (i) provide technical expertise in the review of the Nuclear Regulatory Commission's (NRC) level and quality of responses to the County's comments on the Draft Supplemental Environmental Impact Statement (SEIS); (ii) assist the County in supporting its existing contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC; (iii) evaluate any new hydrologic models or information introduced by the NRC in the Final SEIS; in an amount not to exceed \$20,000, for the period of July 1, 2016 through June 30, 2017; and C) authorize the Chairperson to sign contingent upon Board's adoption of the Fiscal Year 2016-2017 Budget.

## PUBLIC WORKS

13. Request Board approve Resolution 2016-\_\_\_\_\_ entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Recording of a Notice of Completion for the County Buildings Painting Project" accepting completion of the work and authorizing the Chairperson to sign the resolution and authorize the Public Works Director to sign and record the Notice of Completion.
14. Request Board: A) approve the bid package for the Inyo County Jail Sprinkler Head Replacement Project; and B) authorize the Public Works Director to advertise and bid the project.
15. Request Board approve the Public Works Department expending funds in excess of the amount approved for Fiscal Year 2015-2016 for vehicle and equipment repair, parts and tires on blanket purchase order #P42016 to Silver State International, and authorize an additional purchase order in an amount not to exceed \$20,000.

## SHERIFF

16. Request Board: A) approve the agreement between the County of Inyo and the California Office of Emergency Services (CalOES) for the provision of Radio Repeater site maintenance as outlined in the agreement, in an amount not to exceed \$20,000 per year for a total amount of \$60,000 for the period of July 1, 2016 through June 30, 2019; and B) authorize the Undersheriff to sign the agreement, contingent upon Board's adoption of future Budgets.

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

17. **AGRICULTURE** – Request Board receive a presentation of the 2015 Annual Crop and Livestock Report.
18. **AGRICULTURE - Mosquito Abatement Program** – Request Board receive a presentation on the Mosquito Abatement Program.
19. **WATER DEPARTMENT** – Request Board receive an informational workshop regarding public outreach to form a Groundwater Sustainability Agency for the Owens Valley Groundwater Basin.
20. **COUNTY ADMINISTRATOR – Fish and Game Commission** - Request Board: A) amend the Fiscal Year 2015-2016 Fish and Game Budget (*Budget #024200*) by increasing Fish and Game Fees (*Revenue Code #4213*) by \$1,500 and increasing General Operating (*Object Code #5311*) by \$3,000; and B) approve the expenditure from the Fish and Game Fine Fund for a total amount not to exceed \$3,000 to Professional Aquaculture Services of Chico, California, for the purchase of 100 lbs./400 catfish to be planted at Buckley Ponds. There is sufficient fund balance to cover this expenditure. (*4/5's vote required*)
21. **COUNTY ADMINISTRATOR – Budget** - Request your Board adopt the modified Fiscal Year 2015-2016 Board Approved Budget as the Preliminary Budget for Fiscal Year 2016-2017 and approve the Fixed Assets as recommended by staff. (*4/5's vote required*).
22. **COUNTY ADMINISTRATOR – Purchasing** – Request Board: A) declare certain property surplus; B) authorize transfer thereof to other public entities and non-profit organizations, (*4/5ths vote required*); C) approve the public auction of County surplus equipment not claimed by those entities/organizations on June 22, 2016; and D) authorize the auction to take place at the Building and Maintenance yard located at 136 South Jackson Street, Independence. (*4/5ths vote required*)
23. **COUNTY ADMINISTRATOR – Personnel** – Request your Board: 1) find consistent with the adopted Authorized Position Review Policy: A) The funding for the position comes from the General Fund and, possibly, certain Non-General Fund departments depending on job responsibilities and associated budget allocations, as certified by the County Administrator and concurred with by the Auditor-Controller; B) the vacancies could possibly be filled by internal candidates meeting the qualifications for the position, however, an open recruitment is appropriate to ensure the position is filled with the best qualified candidate; C) approve the hiring of a Deputy County Administrator position, Range 88 (\$6,627 - \$8,053) up to a Step E; OR, a Senior Deputy County Administrator position, Range 92 (\$7,310 - \$8,885) up to Step E; depending on the qualifications of the selected candidate as determined by the County Administrator; and D) if necessary, as a result of the level at which the position is filled, authorize adjusting the department's authorized staffing by changing the Deputy County Administrator to a Senior Deputy County Administrator. 2) Designate and authorize the County Administrator to sign the standard personal services contract with the successful candidate for the Deputy County Administrator or Senior Deputy County Administrator position at the salary range corresponding to the level of the position(s) approved by your Board.
24. **PLANNING** – Request Board receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.
25. **PLANNING** – Request Board receive a presentation from staff regarding the Renewable Energy Transmission Initiative 2.0 and provide direction.

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

- 11:45 a.m. 26. **PLANNING** – Request Board enact an ordinance entitled “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2015-02/Inyo County Eastern California Museum and Amending Zoning Map of the County of Inyo by Rezoning a 9.4-acre parcel located at 155 North Grant Street (APN 022-140-16 & 022-140-31) in the Community of Independence from Open Space with a 40 acre minimum (OS-40) to Public (P).”
- 1:30 p.m. 27. **BOARD OF EQUALIZATION MEETING** – The Board will convene as the Inyo County Board of Equalization (separate agenda)

2:00 p.m. 28. **BOARD OF SUPERVISORS – Supervisor Tillemans – Presentation By the Big Pine Paiute Tribe - A Tribal Perspective on Water Conservation.**

**CORRESPONDENCE – ACTION** (To be considered at the Board’s convenience)

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

29. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

30. **TOWN OF MAMMOTH LAKES** – Letter from the Town of Mammoth Lakes regarding ESCOG funding

31. **SHERIFF** – Sheriff and Jail Overtime Report for the month of May 2016.



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
**8**

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

**FROM:** Supervisor Matt Kingsley

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** Letter re: GSFA Program - 2016 Single Family Allocation

**DEPARTMENTAL RECOMMENDATION:** - Request Board: A) approve a letter to the California Debit Limit Allocation Committee (CDLAC), requesting the assignment of Inyo County's 2016 allocation of private activity bonds to Golden State Finance Authority (GSFA-formerly CHF) for inclusion in the Mortgage Credit Certificate (MCC) Program, which is a Rural County Representatives of California (RCRC) housing program, and authorize the Chairperson to sign; and B) authorize the County Administrator to sign the Housing Element Certification Form.

**SUMMARY DISCUSSION:** - The County participates in the GSFA Program, which is the Golden State Finance Authority, a Rural County Representatives of California (RCRC) developed program to provide rural communities with mortgage financing alternatives. Every two years the County allocates its per capita portion of the private activity bonds to this RCRC Program. In 2014 the County authorized the allocation for the MCC Program. As in 2014, it is a requirement that the County confirm its assignment of the allocation to the GSFA program. Therefore, it is requested that our Board approve the letter and the certification form as requested. Additionally as in previous authorizations, approval of this request consents for a two year period, to all GSFA 2016 and 2017 Programs.

**ALTERNATIVES:** Our Board could choose to not send the letter, this alternative is not recommended in that not meeting the requirements of the Program may preclude Inyo County from participating in this mortgage financing opportunity for our residents who are first time home buyers.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** There is no fiscal impact associated with this action. Inyo County has participated in this program since its inception.

**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**

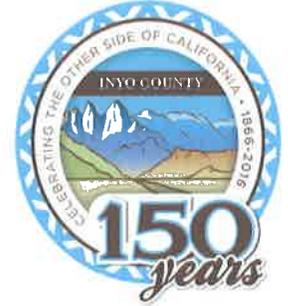
(Not to be signed until all approvals are received)

Date: 6/8/16



## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
e-mail: kcarunchio@inyocounty.us



June 14, 2016

Ms. Misty Armstrong, Program Manager  
California Debt Limit Allocation Committee  
915 Capitol Mall, Room 303  
Sacramento, CA 95814  
Tel: (916) 653-3255 Fax: (916) 653-6827

Re: Inyo County – 2016 Acknowledgement of Participation in GSFA Programs

Dear Ms. Armstrong:

This letter is to request that CDLAC assign Inyo County's 2016 allocation to Golden State Finance Authority (GSFA) for inclusion in their Mortgage Credit Certificate (MCC) Program and/or any of GSFA 2016 and 2017 Mortgage Revenue Bond (MRB) Programs.

If any supplemental allocation is available, the County would like to be notified and considered for a portion of that allocation.

Please let us know if you require additional information regarding this acknowledgement of participation.

Sincerely,

Supervisor Jeff Griffiths, Chairperson  
Inyo County Board of Supervisors

# ATTACHMENT K

## HOUSING ELEMENT CERTIFICATION FORM FOR APPLICATION FOR AN ALLOCATION OF QUALIFIED PRIVATE ACTIVITY BOND FOR A SINGLE FAMILY HOUSING MORTGAGE CREDIT CERTIFICATE PROGRAM

*Note: To be completed by each participating jurisdiction.*

### Certification of the Inyo County (Participating Jurisdiction)

In connection with the following Qualified Private Activity Bond Application:

**APPLICANT:** Golden State Finance Authority (GSFA)

for a Mortgage Credit Certificate Program.

The undersigned officer of Inyo County (Participating Jurisdiction) hereby certifies as follows:

1. I, Kevin Carunchio (Name), am the County Administrative Officer (Title) of Inyo County (Participating Jurisdiction); which is a participating jurisdiction of the proposed Single Family Housing Mortgage Credit Certificate program.
2. The proposed Single Family Housing Program is consistent with the adopted housing elements for Inyo County (Participating Jurisdiction) in which the proposed program will operate.

The California Department of Housing and Community Development has determined the jurisdiction's adopted housing element to be in substantial compliance with the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code. In addition, as required under Section 65400 of the Government Code, the jurisdiction submitted an annual progress report to the California Department of Housing and Community Development for the preceding 12-month calendar year, pursuant to Section 5267 of the California Debt Limit Allocation Committee Regulations.

\_\_\_\_\_  
Signature of Senior Official

Kevin D. Carunchio  
Print or Type Name

County Administrative Officer  
Title

\_\_\_\_\_  
Date



Golden State Finance Authority (GSFA)  
1215 K Street, Suite 1650 · Sacramento, California 95814  
Phone: (855) 740-8422 · Fax: (916) 444-3219 · [www.gsfa-home.org](http://www.gsfa-home.org)

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May 6, 2016

The Honorable Richard Pucci  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526

RE: 2016 GSFA MRB Programs

Dear Supervisor Pucci,

Thank you for your continued participation in Golden State Finance Authority ("GSFA"), formerly CHF, housing programs. Your participation and support enables the residents of Inyo County to take advantage of the housing programs developed by GSFA through the use of Mortgage Revenue Bonds ("MRB") and/or Mortgage Credit Certificates ("MCC").

Each year the California Debt Limit Allocation Committee ("CDLAC") allocates each county their per capita portion of private activity bonds. In 2014, Inyo County assigned its allocation to GSFA in order to participate in the MCC Program (see attached letter). This year, GSFA is requesting the assignment of the County's 2016 allocation in order to participate in the upcoming MCC Program. Enclosed is the letter that needs to be placed on County letterhead for this year's allocation as well as a Housing Elements Form (Attachment K) required by CDLAC.

GSFA appreciates your continued participation in these programs and your interest in helping to further homeownership opportunities for low-to-moderate income Californians. Please feel free to contact myself or Peter Tran at 855-740-8422 if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Craig Ferguson", is written over a light blue horizontal line.

Craig Ferguson  
*Vice President*  
GSFA

CC: Peter Tran, *Director of Operations*, GSFA



**Designation of 2016 Delegate and Alternate Supervisors for  
Golden State Finance Authority (GSFA) Board of Directors**

**Date:** January 14, 2016

**County:** INYO

**Delegate: Supervisor** Matt Kingsley

**Alternate: Supervisor** Mark Tillemans

**Authorization:**

Patricia Gunsolley  
Assistant Clerk of the Board

*Patricia Gunsolley*



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

For Clerk's Use Only: AGENDA NUMBER
9

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

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

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Lone Pine Chamber of Commerce for successfully completing two 2015-16 CPSP projects, the Early Opener Trout Derby and the Wild Wild West Marathon.

**DEPARTMENTAL RECOMMENDATION:** Request your Board approve final payments to the Lone Pine Chamber of Commerce for \$3,000 for the Early Opener Trout Derby and \$3,000 for the Wild Wild West Marathon, 2015-16 Community Project Sponsorship Grant projects funded from the 2015-2016 Advertising County Resources budget, 011400.

**SUMMARY DISCUSSION:** The Lone Pine Chamber of Commerce was awarded a FY 2015-16 County of Inyo Community Project Sponsorship Grant in the amount of \$7,000 in January of 2016 to help sponsor the annual Early Opener Trout Derby, held March 5, 2016. The Derby is the first of the fishing season and generates good publicity and media coverage. Organizers said 180 anglers registered for the Derby, and "this was probably the best ever derby" featuring "kids, kids, kids, so much fun for kids."

After contracts were finalized, half the grant funds (\$3,000) were disbursed to the Lone Pine Chamber of Commerce. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,000. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Lone Pine Chamber of Commerce was awarded a FY 2015-16 County of Inyo Community Project Sponsorship Grant in the amount of \$6,000 in January of 2016 to help sponsor the 39<sup>th</sup> annual Wild Wild West Marathon, held May 7, 2016. A total of 275 runners registered and they came from five different countries and 11 different states. A new, 50-mile run was added to the event, to go with the 50-K, 26-mile marathon, and 10- and 3-mile "fun runs." The 2016 race attracted "famous runners such as Isidro Quintoro and Miguel Lara of the Tarahumara Indian Tribe from Mexico. The out-of-area runners usually spend several days in the area before and after the race, and also bring a support team, especially if they are running the three longer races, which further enhances the economic impact of the event. Community Support for the event is extremely strong, with volunteers handling most of the race-day chores, from aid stations to the finish line.

After contracts were finalized, half the grant funds (\$3,000) were disbursed to the Lone Pine Chamber of Commerce. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,000. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

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

**OTHER AGENCY INVOLVEMENT:** County Administrator's Office, Auditor/Controller.

**FINANCING:** The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in the FY 2015-16 Advertising County Resources Budget (011400), Professional Services (5265).

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>6/2/16</u>
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: 6-1-16



May 16, 2016

Inyo County Board of Supervisors  
Drawer N  
Independence CA 93545

Dear Board,

The Lone Pine Chamber is grateful for your participation as a sponsor of the 2016 Wild Wild West Marathon and Ultras.

This year we added the 50 Mile run and that attracted some very famous runners such as Isidro Quintoro and Miguel Lara of the Tarahumara Indian Tribe from Mexico and Jorge Pacheco of Los Angeles. We had runners from five different countries and 11 different states. There was a total of 275 registered runners.

This is a great race that keeps bringing people from all over the world to our area and we thank you so much for all you do to benefit our communities.

Sincerely,

Kathleen New  
President/CEO  
Lone Pine Chamber of Commerce



**COUNTY OF INYO  
COMMUNITY PROJECT SPONSORSHIP PROGRAM  
REIMBURSEMENT REQUEST FORM**

Mail Reimbursement Request To:

County of Inyo  
Community Project Sponsorship Program  
P. O. Drawer N  
Independence, CA 93526

Total Requested \$ 3,000.00  
Mid Project Request   
(list relevant invoices)  
Final Payment Request   
(if yes, complete all sections  
below)

Grant Recipient Name Lone Pine Chamber of Commerce

Project Name Wild Wild West Marathon and Ultras

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)			
INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
	See attached		

Invoice Total \_\_\_\_\_  
Total Reimbursement requested (if different) \$ 3,000.00

**CHECK LIST FOR FINAL REIMBURSEMENT**

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity  Date Project/Event Completed 5/17/2016

Final Report to the Board of Supervisors  
Oral Report  Report of Eligible Staff Costs   
Written Report

Documentation of All Eligible Expenses

I certify that all expenditures associated with this reimbursement request are consistent with the grant agreement between the Grant Recipient named above and the County of Inyo

Kathleen New CEO 5/17/2016  
Signature of Representative Title Date

Wild Wild West Marathon 2016			
Date	Vendor	Purpose	Amount
12/15/2015	Rodale	Advertising	\$ 515.00
12/31/2015	KIBS	Radio Advertising	\$ 501.00
1/1/2016	Santa Monica Daily Press	Advertising	\$ 701.25
1/2/2016	Ultra Running	Advertising	\$ 350.00
1/9/2016	Ultra Running	Advertising	\$ 325.00
1/31/2016	KHTS	Radio Advertising	\$ 400.00
2/19/2016	Alpine Signs	Banner	\$ 912.00
2/21/2016	Osuna Design	Social Media marketing	\$ 300.00
3/16/2016	Pacifica	T Shirts	\$ 2,655.50
4/1/2016	Michael Kerby	awards	\$ 216.00
4/12/2016	Alex Printing	directional signs for trail	\$ 528.00
4/18/2016	The Sierra Reader	Advertising	\$ 209.16
4/25/2016	Drew Wickman	awards	\$ 1,440.00
5/1/2016	Philadelphia Insurance	Liability Ins.	\$ 459.50
5/4/2016	Staff	50 hrs at 15.00	\$ 750.00
5/5/2016	LPUSD	cleaning All Purpose Bldg.	\$ 84.00
5/7/2016	BLM	Permit	\$ 768.00
		Total	\$ 11,114.41

**NEW  
50M RUN  
HAS BEEN ADDED!**

**May 7, 2016**

**Marathon, 50K, 10-Mile  
& 3-Mile Fun Run**



Run in the shadow of the High Sierra  
and through the Alabama Hills.

Start at 4,500 ft, climb to 7,800 ft. & end at 3,700 ft.

**REGISTER AT:** [www.UltraSignUp.com](http://www.UltraSignUp.com)

or visit [www.WildWildWestMarathon.com](http://www.WildWildWestMarathon.com)

for a printable entry form.

[director@lonepinechamber.org](mailto:director@lonepinechamber.org)

**760.876.4444**

Free Entry  
for all Military  
Personnel

FIND US ON



*Sponsored by the Lone Pine Chamber and Inyo County*



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

**Lone Pine**  
Chamber of Commerce

March 23, 2016

Inyo Co. Board of Supervisors  
PO Box N  
Independence CA 93526

Dear Supervisors,

The Lone Pine Chamber of Commerce wants to thank you for your support of the Early Opener Trout Derby.

This was probably the best ever derby as everyone was so happy the food was so good and the weather and scenery was delightful. Kids, Kids, Kids, so much fun for kids.

We had to talk to a lot of people before we found one unhappy old guy; he was also a lousy fisherman so what can you expect.

Sincerely,

Kathleen New  
President/CEO



**COUNTY OF INYO  
COMMUNITY PROJECT SPONSORSHIP PROGRAM  
REIMBURSEMENT REQUEST FORM**

Mail Reimbursement Request To:  
County of Inyo  
Community Project Sponsorship Program  
P. O. Drawer N  
Independence, CA 93526

Total Requested \$ 3,000.00  
Mid Project Request   
(list relevant invoices)  
Final Payment Request   
(if yes, complete all sections  
below)

Grant Recipient Name Lone Pine Chamber of Commerce

Project Name Early Opener Trout Derby

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)			
INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
3/2/16	Osuna Design	Banners, flyers, ads and social media	\$ 1,482.37
12/31 and 1/31	KIBS and KHTS	Radio Ads	\$ 901.41
2/8/16	Philadelphia Insurance	Liability	\$ 670.50
2/25/16	Inyo Register	ads	\$ 270.65
3/8/16	Gardners True Value	prizes, supplies	\$ 251.42
3/3/16	High Sierra Outfitters	prizes	\$ 600.00
3/8 -2/25 16	Swap sheet and The Sheet	ads	\$ 270.06
various	supplies	permits, postage prizes, fuel	\$ 247.58
3/16/16	Staff	30 hrs @ \$25. and 40 hrs @ \$15.	\$ 1,350.00

Invoice Total \$ 6,043.99  
Total Reimbursement requested (if different) \$ 3,000.00

**CHECK LIST FOR FINAL REIMBURSEMENT**

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity  Date Project/ Event Completed 3/7/2016

Final Report to the Board of Supervisors  
Oral Report  Report of Eligible Staff Costs   
Written Report

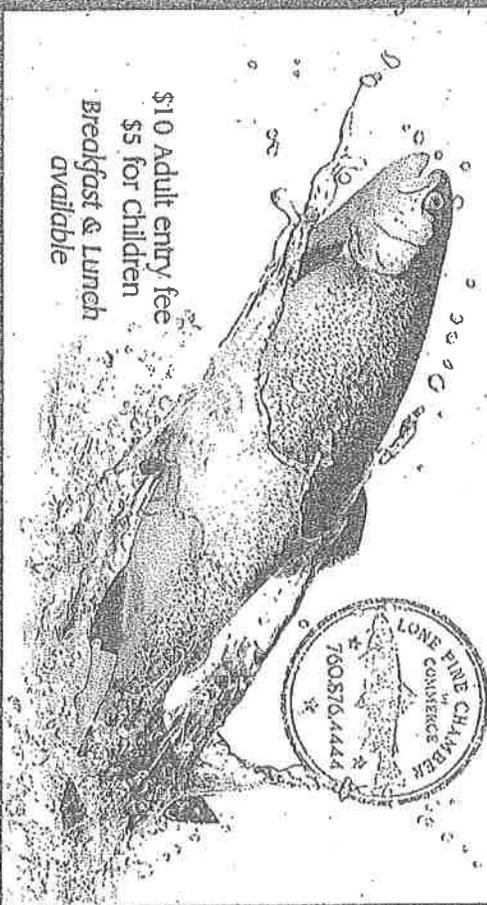
Documentation of All Eligible Expenses

I certify that all expenditures associated with this reimbursement request are consistent with the grant agreement between the Grant Recipient named above and the County of Inyo

Kathleen New CEO 3/23/16  
Signature of Representative Title Date

# Lone Pine California Early Opener TROUT DERBY \$800 Blind Bogey

Prizes for the largest fish, largest catch and tagged fish.



\$10 Adult entry fee  
\$5 for children  
Breakfast & Lunch  
available

**March 5th, 2016**  
Sign-up 6:30-12:00 noon • Diaz Lake  
[www.LonePinechamber.org](http://www.LonePinechamber.org)

Brought to you by the Business of Lone Pine & the County of Inyo

Smallcomb also discussed the current water crisis in California and the last two brutally dry winters. He noted that many parts of the state are still considered to be in "exceptional" drought even now. "Last year didn't even set records for low snowpack; it blew them out of the water," he said.

Smallcomb said this year's El Niño event will help, but that it will take several years of average-to-above-average snowpack to make a difference. "Since October 2011, almost all of California is 'missing' at least a year's worth of rainfall," said Smallcomb. "Parts of the southern Sierra Nevada and L.A. basin are 'missing' over two years' worth."

He also said that meteorologists simply did not know if the West was enter-

know. Unlikely, but we just don't know. Ultimately, Smallcomb's message is that El Niño events can vary drastically from one year to the next, and don't always mean massive storms. This El Niño, he said, is a little unusual in its behavior. However, residents of the Sierra can probably put their money on the current dry spell ending in late February, and maybe even a "miracle March."

"El Niño doesn't guarantee us most of these big atmospheric rivers like Pineapple Express ... [this year has been] more run-of-the-mill storms, not the biggies. [But] it's these weak, moderate storms that are giving us a nice snowpack."

**HAPPY HOUR 5:30-6:30PM**

**Petra's**  
CASUAL FINE DINING

OPEN TUES-SUN 5:30PM-CLOSE

760.934.3500

6080 WINNERT ROAD, INDEPENDENCE, CALIFORNIA 92643

**HAPPY HOUR 4-7PM**

**Amberhof**

**OPEN DAILY 4-11**  
**HAPPY HOUR DAILY 4-7**

LATE NIGHT PUB MENU/ 760.934.2



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

For Clerk's Use Only:  
AGENDA NUMBER

10

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

**FROM: County Administrator-Board Clerk**

**FOR THE BOARD MEETING OF: June 14, 2016**

**SUBJECT: Mt. Whitney Cemetery District Board of Trustees Appointments**

**DEPARTMENTAL RECOMMENDATION:** - Request Board re-appoint Chris Langley and Tom Noland to the Mt. Whitney Cemetery District Board of Trustees to complete a four-year term ending May 31, 2020. (*Notice of Vacancy resulted in request for appointment being received from Mr. Langley and Mr. Noland*)

**SUMMARY DISCUSSION:** Your Board is the appointing authority for the local cemetery districts. The Mt. Whitney Cemetery District notified this office of two scheduled vacancies. The appropriate notice of vacancy was published per your Board's policy. Request for appointment was received from Chris Langley and Tom Noland, who are seeking reappointment. Therefore, it is recommended that your Board make the appointment as recommended.

**ALTERNATIVES:** - Your Board could choose to not make the appointments. This alternative is not recommended in that delays in making the appointments could hinder the District's ability to operate.

**OTHER AGENCY INVOLVEMENT:** - N/A

**FINANCING:** - There is no fiscal impact associated with making this appointment.

**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 _____
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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: \_\_\_\_\_



## BOARD OF SUPERVISORS COUNTY OF INYO

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

MEMBERS OF THE BOARD  
DAN TOTTEROH  
JEFF GRIFFITHS  
RICK PUCCI  
MARK TILLEMANS  
MATT KINGSLEY

KEVIN D. CARUNCHIO  
*Clerk of the Board*

### NOTICE OF VACANCY MT. WHITNEY CEMETERY DISTRICT

**NOTICE IS HEREBY GIVEN** that the Inyo County Board of Supervisors is accepting applications for two vacancies on the Mt. Whitney Cemetery District Board of Trustees, to complete four-year terms ending May 1, 2020.

If you are interested in serving on the Mt. Whitney Cemetery District Board of Trustees and live in the District, please submit your request for appointment to the Board of Supervisors at P. O. Box N, Independence, CA 93526. In order for your request for appointment to be considered it must be received by the Clerk of the Board on or before 5:00 p.m., May 23, 2016.

Attention Legal Notices:

PLEASE PUBLISH IN THE May 7, 2016, issue of the Inyo Register.

May 20, 2016

RECEIVED  
2016 MAY 18 PM 4:38  
INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

Board of Supervisors  
County of Inyo

Dear Sirs:

Subject: Appointment as Trustee for the Mt. Whitney Cemetery District

Being familiar with the mission statement and long-term goals of the current Trustees and management of the Mt. Whitney Cemetery District, I would like to apply for a re-appointment to the Board now that my previous term is expiring.

I wholeheartedly embrace the need to promote and maintain a quality district of cemeteries run with integrity, respect and adherence to current laws and Health Codes. Having been involved for years in other aspects of Lone Pine, I believe I can continue to bring fresh ideas to the Board that will help implement these goals, especially as we work to complete current enhancement projects.

Toward that end, although I understand a stipend for each meeting is offered a Trustee, I would rather forego that to allow more money to remain in the general fund of the cemetery.

Sincerely,



Tom Noland

P.O. Box 835  
Lone Pine, CA 93545

RECEIVED

2016 MAY 11 PM 12: 57

May 18, 2016

INYO COUNTY  
ADMINISTRATOR  
CLERK

Board of Supervisors  
County of Inyo

Dear Board Members:

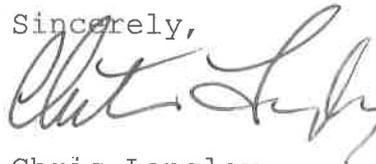
Subject: Appointment to the Board of the Mt. Whitney  
Cemetery District

I would like to apply to renew my position on the Mt. Whitney  
Cemetery District Board of Directors as a trustee.

There are a number of projects we're completing, and I would  
like to be a part of them, as I am familiar with what the  
District needs and the long-term goals of those projects now in  
process.

Thank you for considering renewing my term of service.

Sincerely,



Chris Langley

Address: P.O. Box 99  
Lone Pine, CA 93545



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

For Clerk's Use Only: AGENDA NUMBER
11

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Schedule Time   
  Closed Session   
  Informational

**FROM:** The Inyo County Planning Department, Yucca Mountain Repository Office

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** Approval of: 1) Sole Source Request for Independent Contractor; 2) Contract between Inyo County and the Hydrodynamic Group LLC to provide technical expertise in the review and evaluation of the Department of Energy's (DOE) Final Supplemental Environmental Impact Statement (SEIS) and to update or craft County contentions related to the project.

**DEPARTMENTAL RECOMMENDATION:**

Approve the request to:

- A. Sole source Hydrodynamic Group, LLC as an independent contractor;
- B. Approve Standard Contract No. 156 between the County of Inyo and Hydrodynamic Group, LLC to provide:
  - i. technical expertise in the review of the Nuclear Regulatory Commission's (NRC) level and quality of responses to the County's comments on the Draft SEIS;
  - ii. assistance to the County in supporting its exiting contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC;
  - iii. evaluations any new hydrologic models or information introduced by the NRC in the Final SEIS, (completion of this work will not exceed \$20,000 for the period of July 1, 2016 to June 30, 2017); and
- C. Authorize the Chairperson to sign, contingent on the adoption of future budgets.

**SUMMARY DISCUSSION:**

On August 13, 2013, the U.S. Court of Appeals for the District of Columbia Circuit issued a decision granting a writ of mandamus directing the NRC to resume the previously discontinued licensing process for the DOE Yucca Mountain high-level radioactive waste repository construction authorization application. On November 18, 2013 a NRC order directed the staff, using the remaining available appropriated funds, to complete and issue the Safety Evaluation Report (SER) evaluating the adequacy of DOE's construction authorization application. The November 18th order also requested the DOE complete a SEIS on its application to address concerns about the groundwater impacts of the proposed repository.

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings and the Hydrodynamics Group LLC has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater regarding the proposed Yucca Mountain repository during this time. The County has had the Hydrodynamics Group LLC under contract from 1997-2013 and from 2014-2016 for professional services regarding groundwater and the proposed Yucca Mountain repository. Hydrodynamics also provided review, evaluation and comments on the Draft SEIS submitted to the NRC from the County in November 2015. As an AULG the County has funding from DOE for professional services.

**SOLE SOURCE REQUEST FOR INDEPENDENT CONTRACTOR**

The Inyo County Planning Department is requesting to sole source Hydrodynamics Group LLC as an independent contractor to provide technical expertise in the review of the NRC's level and quality of responses to the County's comments on the Draft SEIS and be prepared to assist the County in supporting its exiting

contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC. The Hydrodynamics Group LLC was chosen by the County for professional services by a competitive bid process and remained under contract with the County from 1997-2013 and again in 2014-2016. This work included the oversight of drilling multiple wells and analyzing the relationship between various locations and groundwater flow. The Hydrodynamics Group LLC's research provided the County with the evidence to support a groundwater contention on the proposed Yucca Mountain repository and provided reviews of the DOE's first SEIS and the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada. Hydrodynamics also provided review, evaluation and comments on the Draft SEIS submitted to the NRC from the County in November 2015.

Due to the Hydrodynamics Group LLC previous experience with groundwater issues and the proposed Yucca Mountain repository, it retains a specialized knowledge that cannot be duplicated, and since the SEIS was developed as part of the restart of the licensing process for the Yucca Mountain repository the Hydrodynamics Group LLC firsthand knowledge of it is irreplaceable.

**CONTRACT BETWEEN THE COUNTY OF INYO AND HYDRODYNAMICS GROUP LLC**

Based on the Hydrodynamics Group LLC previous experience with groundwater issues and the proposed Yucca Mountain repository and the evaluation and comments they provided on the Draft SEIS, the Planning Department is requesting to enter into a contract with the Hydrodynamics Group LLC to provide technical expertise with regard to the NRC's level and quality of responses to the County's comments on the Draft SEIS. The scope of work is attached to the contract as Attachment A. The total contract is not to exceed \$20,000 for the period of July 1, 2016 to June 30, 2017.

**ALTERNATIVES:**

- Do not approve the Request to Sole Source for Independent Contractor and direct staff to prepare a RFP soliciting consulting services. This option could delay the County having an expert under contract to provide analysis and comments in a sufficient timeframe.
- Direct staff to modify the contract. This option could delay the County having an expert under contract to provide analysis and comments in a sufficient timeframe.

**OTHER AGENCY INVOLVEMENT:**

The Department of Energy, Nuclear Regulatory Commission.

**FINANCING:**

Federal funds are provided for Yucca Mountain Repository Assessment Office administration. Fund balance is available for next year's operations.

**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>5/23/16</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>5/25/2016</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>5/27/16</u>

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

[Signature] Date: 6/8/16

**Attachments:**

- Standard Contract No. 156 between the County of Inyo and the Hydrodynamics Group LLC

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND The Hydrodynamics Group, LLC**  
**FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of The Hydrodynamics Group, LLC (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

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

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

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

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

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

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

**7. COUNTY PROPERTY.**

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

product, or manifestation of, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

#### **8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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

#### **9. STATUS OF CONSULTANT.**

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

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

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

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

#### **10. DEFENSE AND INDEMNIFICATION.**

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

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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities,

expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

#### **11. RECORDS AND AUDIT.**

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

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

#### **12. NONDISCRIMINATION.**

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

#### **13. CANCELLATION.**

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

#### **14. ASSIGNMENT.**

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

#### **15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

<b>County of Inyo:</b>	
Inyo County Planning Department	Department
PO Drawer L	Address
Independence, CA 93526	City and State

<b>Consultant:</b>	
The Hydrodynamics Group, LLC	Name
16711 76th Avenue West	Address
Edmonds, WA 98626	City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND The Hydrodynamics Group, LLC**  
**FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

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

By: Michael J. King

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

Signature  
Michael J. King  
Print or Type Name  
Dated: May 11, 2016

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**TERM:**

**FROM:** July 1, 2016

**TO:** June 30, 2017

**SCOPE OF WORK:**

1. Contractor shall assist the County in the review and evaluation of the Final Supplemental Environmental Impact Statement (SEIS) that was prepared by the U.S. Nuclear Regulatory Commission (NRC) addressing the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources, for the level and quality of the NRC responses to the County's comments on the Draft SEIS. This work shall include, but not be limited to, a review to ensure that the NRC responded to each of the County's comments on the DRAFT SEIS; an evaluation of the responses to ensure the County's concerns have been addressed appropriately; provide a written summary of these findings; and be prepared to assist the County in supporting its exiting contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC. This work may also include evaluating any new models or information introduced by the NRC in the Final SEIS.
2. Contractor shall receive direction as to the scope of the work to be performed from the Inyo County Planning Department and/or the Inyo County County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Inyo County Planning Department for storage.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**TERM:**

**FROM:** July 1, 2016 **TO:** June 30, 2017

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor for the work and services as described in Attachment A which are performed by the Contractor at County's request, at a rate not to exceed \$20,000.

**2. INCIDENTAL EXPENSES:**

County shall reimburse Contractor for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for incidental expenses shall not be paid in excess of the amount of Compensation (\$20,000).

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** The Hydrodynamics Group, LLC  
**FOR THE PROVISION OF** Hydrological Consulting Services **SERVICES**

**TERM:**

**FROM:** July 1, 2016

**TO:** June 30, 2017

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

Contractor will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the \$20,000 total cost of the contracted work and travel only for tasks included in the Scope of Work will be reimbursed.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** The Hydrodynamics Group, LLC  
**FOR THE PROVISION OF** Hydrological Consulting Services **SERVICES**

**TERM:**

**FROM:** July 1, 2016 **TO:** June 30, 2017

**SEE ATTACHED INSURANCE PROVISIONS**

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO  
AND The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

1. Section 11, Part B, *Inspections and Audits*, of the contract is amended to read:  

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

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

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO  
AND The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

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

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

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

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.

Policy Number: VRS0002289  
Effective Date: 11/25/2015  
Expiration Date: 11/25/2016

**VIRTUE RISK PARTNERS**  
**VIRTUE PACK**  
**COMMON POLICY CONDITIONS**

This endorsement modifies insurance provided under VIRTUE PACK SERVICE BUSINESS PACKAGE POLICY.

Notwithstanding anything contained to the contrary in this VIRTUE PACK Service Business Package Policy, it is hereby agreed that all coverages bound and scheduled in the VIRTUE PACK Service Business Package Policy Declarations or the Contractors Pollution Liability Supplemental Declarations are subject to the following terms and conditions. In the event of a conflict between the provisions of these Common Policy Conditions and any Coverage Part, the provisions of these Common Policy Conditions shall control.

**A. LIMITS OF LIABILITY AND DEDUCTIBLE – ALL COVERAGE PARTS**

1. With the exception of any defense costs paid under the Commercial General Liability Coverage Part, the General Aggregate Limit Applicable to All Coverage Parts Combined, shown in the Declarations under Item III: Limits of Liability, is the most we will pay for the sum of CLAIMS, CLAIMS EXPENSES, occurrences or damages under all Coverage Parts, Optional Coverages, Supplemental Coverages, and Supplementary Payments under this VIRTUE PACK Service Business Package Policy.
2. If any CLAIM under any Coverage Part of this VIRTUE PACK Service Business Package Policy applies to multiple Coverage Parts, then the General Aggregate Limit Applicable to All Coverage Parts Combined, shown in the Declarations shall be limited to the highest applicable Limit of Liability payable under any one of the applicable Coverage Parts, with the exception of any applicable Excess Liability Coverage.

**B. ADDITIONAL INSURED**

1. It is understood and agreed that Section II. WHO IS AN INSURED of the Commercial General Liability Coverage Part and Section IV. DEFINITIONS, Paragraph I. INSURED of the Contractors Pollution Legal Liability and Professional Liability Coverage Parts, as applicable, are amended to include ADDITIONAL INSUREDS, but only with respect to liability for "bodily injury," "property damage," "personal and advertising injury" or LOSS caused, in whole or in part, by:
  - a) "your work", YOUR SERVICES, or PROFESSIONAL SERVICES performed for that ADDITIONAL INSURED and included in the "products-completed operations hazard";
  - b) Your acts or omissions in the performance of your ongoing operations for that ADDITIONAL INSURED; or
  - c) The acts or omissions of those acting on your behalf in the performance of your ongoing operations for that ADDITIONAL INSURED.

However:

1. The insurance afforded to such ADDITIONAL INSURED only applies to the extent permitted by law; and
  2. If coverage provided to the ADDITIONAL INSURED is required by a contract or agreement, the insurance afforded to such ADDITIONAL INSURED will not be broader than that which you are required by the contract or agreement to provide for such ADDITIONAL INSURED.
2. With respect to the insurance afforded to any ADDITIONAL INSURED, the following is added to Section III. LIMITS OF INSURANCE of the Commercial General Liability Coverage Part and Section V. LIMITS OF LIABILITY AND DEDUCTIBLE of the Contractors Pollution Legal Liability and Professional Liability Coverage Parts:

If coverage provided to the ADDITIONAL INSURED is required by a contract or agreement, the most we will pay on behalf of the ADDITIONAL INSURED is the amount of insurance:

    - a. Required by the contract or agreement; or
    - b. Available under the applicable Limits of Insurance, whichever is less.

It is understood and agreed that for the purposes of this Endorsement the following definition shall apply.

**A. ADDITIONAL INSURED** means:

1. Any person or entity specifically endorsed onto this Policy as an ADDITIONAL INSURED. If any, such ADDITIONAL INSURED shall maintain only those rights pursuant to this Policy as are specified by endorsement; or
2. Any person or organization the NAMED INSURED is required to name as an additional insured in a written contract or agreement, but only with respect to "your work," YOUR SERVICES or PROFESSIONAL SERVICES performed by or on behalf of the NAMED INSURED for that person or organization. However, such persons or organizations are covered only with respect to "bodily injury," "property damage," "personal and advertising injury," or LOSS arising out of "your work," YOUR SERVICES or PROFESSIONAL SERVICES and are not covered for any "bodily injury," "property damage," "personal and advertising injury," or LOSS arising out of the person's or organization's own liability.

**C. EXCLUSIONS**

There is no coverage whatsoever under this Policy for any of the following. We will also have no duty to defend the insured against any suit seeking damages to which this insurance does not apply.

1. Cross Suits

Any liability or obligation from any CLAIM initiated, alleged or caused to be brought about by a NAMED INSURED or INSURED against any other NAMED INSURED or INSURED. This exclusion shall not apply to CLAIMS brought by any person(s) or organization(s) whom you agree, in a written contract, to name as an ADDITIONAL INSURED.

2. Prior Knowledge, Expected or Intended Injury

BODILY INJURY, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE or POLLUTION CONDITIONS expected or intended, should have been known by, or could have reasonably been expected by any RESPONSIBLE INSURED, to give rise to a CLAIM. This exclusion shall not apply to BODILY INJURY resulting from the use of reasonable force to protect persons or property.

3. Intentional Acts

BODILY INJURY, PROPERTY DAMAGE or ENVIRONMENTAL DAMAGE based upon or arising from any acts of an INSURED which are based upon or otherwise attributed to the INSURED'S intentional, willful, dishonest, fraudulent, malicious, deliberate or knowingly wrongful act, including but not limited to such behavior or non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body prior to or after inception of this Policy, including but not limited to an intentional discharge, seepage, disposal, dispersal, migration, release of any substance that could cause a POLLUTION CONDITION, committed by or at the direction of a RESPONSIBLE INSURED.

This exclusion does not apply to a RESPONSIBLE INSURED that did not commit, participate in, or have knowledge of such an act.

4. Workers' Compensation

Any liability or obligation of any INSURED under any workers compensation, disability benefits, unemployment compensation, employee benefits, pension sharing, ERISA law or any similar federal, state or local law and any amendments thereto.

5. Employment Practices Liability

INJURY OR DAMAGE to:

a. A person arising out of any:

- (1) Refusal to employ that person;
- (2) Termination of that person's employment; or
- (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- b. The spouse, child, parent, brother or sister of that person as a consequence of INJURY OR DAMAGE to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies whether the injury-causing event described in paragraphs (1), (2) or (3) above occurs before employment, during employment or after employment of that person.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

6. Employer's Liability

BODILY INJURY to:

1. An EMPLOYEE of the INSURED, its parent, subsidiary or affiliate, arising out of and in the course of employment by the INSURED or while performing duties related to the conduct of the INSURED'S business; and
2. The spouse, child, parent, brother or sister of that EMPLOYEE as a consequence of Paragraph 5 a. above.

This exclusion applies whether the INSURED may be liable as an employer or in any other capacity and to any obligation of any INSURED to share damages with or repay someone who must pay damages because of such BODILY INJURY. This exclusion does not apply to liability assumed by the INSURED under an INSURED CONTRACT.

7. Related Claims

Any coverage provided under this Policy shall not apply to a CLAIM previously reported to the Company or any CLAIM or CLAIMS EXPENSES involving substantially the same general conditions or allegations that gave rise to any demand as referenced in the application, including any addendum or addenda attached thereto.

8. Injunctive Relief, Fines and Penalties

Any CLAIM seeking injunctive relief or payment for fines or penalties.

9. Project Coverage

Any liability or obligation from any project for which any INSURED is an insured on a separate project-specific policy issued by any insurance company.

10. Any CLAIM arising from: false arrest, detention or imprisonment, malicious prosecution; the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor; oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or oral or written publication, in any manner, of material that violates a person's right of privacy; the use of another's advertising idea in any advertisement; or infringing upon another's copyright, trade dress or slogan in your advertisement.

11. Unsolicited Communications

Any liability or obligation, including obligations to pay damages or defend any claim or suit by reason of the assumption of liability in an INSURED CONTRACT, from unsolicited communications or allegations of unsolicited communications made by or on behalf of any INSURED.

Unsolicited communications means any form of communication, distribution, or the transmittal or publication of information or material, including, but not limited to facsimile, electronic mail, postal mail, express mail, telephone, internet or web-based advertisement, instant message, SMS message or text message that the recipient has not specifically requested. Unsolicited communications includes, but is not limited to actual or alleged violations of:

- a. The Telephone Consumer Protection Act (47 U.S.C 227), including any amendment of, or addition to, such statute;
- b. The Controlling the Assault of Non-Solicited Pornography and Marketing Act (15 U.S.C 7701), including any amendment of, or addition to, such statute; or
- c. Any other statute, ordinance or regulation relating to the communication, distribution or transmittal of unwanted content, information or material.

12. Access or Disclosure of Confidential or Personal Information

Any liability or obligation arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

13. Fire Suppression Negligence Exclusion

Any liability or obligation arising out of the NAMED INSURED'S failure to provide safeguards, monitoring or emergency fire suppression equipment, during and up to one hour after performing any operations involving any activity or operation that generates sparks, flames or heat capable of causing combustion.

14. War

Any liability or obligation of any INSURED caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personal or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

15. Radioactive Waste

Any liability or obligation for radioactive, toxic or explosive properties of NUCLEAR MATERIAL. This exclusion shall not apply to the INSURED'S work as it relates to remediation and/or decommissioning of non-reactive sites which may contain or have become contaminated with Low-Level Radioactive Waste as defined in the Low-Level Radioactive Waste Policy Act and which is under the regulatory authority of the Atomic Energy Act of 1954, as amended.

16. NUCLEAR EXCLUSION

I. Any obligation:

A. Under any Liability Coverage, to injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE:

1. With respect to which an INSURED under the Policy is also an INSURED under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an INSURED under any such policy but for its termination upon exhaustion of its limit of insurance; or
2. Resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and with respect to which: (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the INSURED is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, first aid, to expenses incurred with respect to BODILY INJURY, sickness, disease or death resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and arising out of the operation of a NUCLEAR FACILITY by any person or organization.

C. Under any Liability Coverage, to injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE resulting from HAZARDOUS PROPERTIES of NUCLEAR MATERIAL, if:

1. The NUCLEAR MATERIAL is at, or has been discharged or dispersed from any NUCLEAR FACILITY owned by, or operated by or on behalf of, an INSURED; or
2. The NUCLEAR MATERIAL is contained in SPENT FUEL or WASTE and was at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an INSURED; or

3. The injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE arises out of the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such NUCLEAR FACILITY, PROPERTY DAMAGE to such NUCLEAR FACILITY and any property thereat.

As used in this Endorsement:

- A. HAZARDOUS PROPERTIES mean radioactive, toxic or explosive properties.
- B. NUCLEAR FACILITY means:
  1. Any NUCLEAR REACTOR;
  2. Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing SPENT FUEL, or (c) handling, processing or packaging WASTE;
  3. Any equipment or device used for the processing fabricating or alloying of SPECIAL NUCLEAR MATERIAL, if at any time the total amount of such material in the custody of the INSURED at premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any of the combination thereof, or more than 250 grams of uranium 235; or
  4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of WASTE including the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- C. NUCLEAR MATERIAL means SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL, or BY-PRODUCT MATERIAL.
- D. NUCLEAR REACTOR means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- E. SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL, and BY-PRODUCT MATERIAL have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- F. SPENT FUEL means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a NUCLEAR REACTOR.
- G. WASTE means any waste material: (a) containing BY-PRODUCT MATERIAL other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its SOURCE MATERIAL content, and (b) resulting from the operation by any person/organization of any NUCLEAR FACILITY included in the first two paragraphs of NUCLEAR FACILITY.

With respect to injury to or destruction of property, the word injury or the word destruction includes all forms of radioactive contamination of property. PROPERTY DAMAGE also includes all forms of radioactive contamination of property.

#### **D. GENERAL CONDITIONS**

1. Actions Against Company: No action shall lie against the Company unless, as a condition precedent thereto, each INSURED has fully complied with all of the provisions of this Policy, or until the amount of the INSURED'S obligation to pay shall have been finally determined either by written agreement of the INSURED or by judgment against the INSURED after actual trial and appeal has been concluded.

Any person, organization or legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED liability, nor shall the Company be impleaded by the INSURED or his legal representative.

2. Additional Premiums: If, during this POLICY PERIOD, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.

3. Assignment: This Policy may not be assigned and shall be void if assigned or transferred without prior written consent of the Company.
4. Bankruptcy or Insolvency: Bankruptcy or Insolvency of the INSURED or of the INSURED estate shall not relieve the Company of any of its obligations hereunder.
5. Cancellation: This Policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing written notification stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company for any reason, by mailing to the NAMED INSURED at the address shown in the Policy, written notification not less than 60 days (10 days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notification shall be sufficient proof of notification. The time of surrender or the effective date and hour of cancellation stated in the notification shall become the end of the POLICY PERIOD. Delivery of such written notification either by the NAMED INSURED or by the Company shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
6. Changes: Notification to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.
7. Choice of Law: The policy shall be governed and construed in accordance with the laws of the State of New York, without giving effect to conflict of law rules.
8. Coverage Territory. This Policy applies to CLAIMS made:
  - a. In the United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph 1 above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - i. Goods or products made or sold by the INSURED in the territory described in Paragraph a. above; or
    - ii. The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business.

provided the insured's responsibility to pay damages is determined in a CLAIM on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

9. Declarations and Representations: By acceptance of this Policy, the NAMED INSURED agrees that the statements contained in the Application for insurance, all supplemental materials, CLAIM information and any other information including submitted to the Company, including but not limited to the aforementioned, are accurate and complete at the time such information was reported. All submitted information comprise the INSURED'S agreements and representations, and knowledge that this Policy is issued in reliance upon the truth of such representations and that this Policy Declarations, Provisions, and Endorsements embody all agreements existing between all INSUREDS and the Company and supersede any prior express or implied agreements relating to this Policy.

The NAMED INSURED acknowledges and agrees that the Application and any other information submitted by the NAMED INSURED is incorporated into, and is part of, this Policy. The NAMED INSURED also acknowledges and agrees that the representations and warranties and contained in the Application or in any other information submitted by the NAMED INSURED in an effort to procure this Policy, are complete, true and correct and that the Company issued this Policy in specific reliance upon the representations and warranties contained in the Application and in any other information submitted by the NAMED INSURED.

10. Independent Counsel: In the event the INSURED is entitled by law to select independent counsel to defend the INSURED at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company actually pays to counsel the Company retains in the ordinary course of business in the defense of a similar CLAIM or in the community where the CLAIM arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending CLAIMS similar to the one pending against the INSURED and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, the INSURED agrees that counsel will timely respond to the Company's requests for information regarding the CLAIM. Furthermore, the INSURED may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

11. **Inspection and Audit:** Any of the Company's authorized representatives shall have the right and opportunity, but not the obligation, when the Company so desires, to interview persons employed by the INSURED and to inspect at any reasonable time, during the POLICY PERIOD or thereafter, the INSURED'S premises, equipment, operations, COVERED LOCATIONS and all improvements, structures, products, ways, works, machinery and appliances thereon; but neither the Company nor its representatives shall assume any responsibility or duty to the INSURED or to any other party, person or entity, by reason of such right or inspection. Neither the Company's right to make inspections, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practices or are in compliance with any law, rule or regulation. The NAMED INSURED agrees to provide access to appropriate personnel to assist the Company's representatives during any inspection. The Company shall also have the right to examine or audit any financial records of the NAMED INSURED to inspect for accuracy in reporting income or revenue as represented and warranted in the Application. Premium audits may be processed as a result of such inspection, after any policy expires or is terminated. Premium adjustment calculations shall determine additional premiums due, if any, and shall not result in any mid-term downward adjustment of premium.
12. **Material Change in Risk:** The INSURED must endeavor to notify the Company, in writing, of any change in operations which materially increases the risk from that originally assumed by the Company at Policy inception. Any failure by the INSURED to notify the Company may void all additional risk presented to the Company, if that failure to notify the Company presents additional exposure that the company has not had the opportunity to assess or receive due consideration for. The Company reserves the right to rescind all coverage offered under this policy, accordingly.
13. **Mediation and Deductible Credit:** If the INSURED and the Company agree to use Mediation to resolve a covered CLAIM, and is completely resolved by such Mediation, the INSURED's Deductible obligation will be reduced by 75%, subject to a maximum monetary reduction of \$35,000. For the purpose of this paragraph, Mediation means a non-binding process where a neutral panel of individuals assist the parties to reach their own settlement. When this occurs, we will reimburse the NAMED INSURED as soon as practical for any qualifying deductible amount which was already paid by the NAMED INSURED prior to the Mediation.
14. **Minimum Earned Premium:** If this Policy is cancelled at the request of any NAMED INSURED, the total retained by the Company shall not be less than 25%.
15. **Nonrenewal:** The Company may non-renew this Policy by mailing or delivering to the NAMED INSURED at the address stated on the Declarations Page, or any endorsement amending the Declarations Page, written notice of nonrenewal at least sixty (60) days before the expiration date of this Policy. The offer of Policy terms, conditions or premium different than those in effect prior to renewal, shall not constitute non-renewal.
16. **Other Insurance:**
  - Commercial General Liability Coverage Only:
  - a. **Primary Insurance:** This insurance is primary except when b. below applies.
  - b. **Excess Insurance:**
    - (1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
      - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
      - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (c) That is insurance purchased by you to cover your liability as a tenant for “property damage” to premises rented to you or temporarily occupied by you with permission of the owner;
  - (d) If the loss arises out of the maintenance or use of aircraft, “auto” or watercraft to the extent not subject to Exclusion g. of Coverage A (SECTION I); or
  - (e) That is valid and collectible insurance available to you under any other policy.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all other insurance.

If a loss occurs involving two or more policies, each of which states that its insurance will be excess, then our policy will contribute on a pro rata basis.

All Other Coverage Parts except the Environmental Impairment Liability Coverage Part: If any part of either LOSS or CLAIMS EXPENSE are covered under this Policy and any other valid and collectible current, prior or subsequent Policy (ies) issued by any other insurer, this Policy shall provide coverage for such LOSS or CLAIMS EXPENSE on a pro rata basis with such other policy according to the applicable Limits of Liability of the applicable Coverage Part and such other policy. This coverage shall apply on an excess basis over any and all Project Specific Policies.

This insurance shall in no way be increased or expanded as a result of the receivership, insolvency, or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend. This also applies to the INSURED while acting as a self-insured for any coverage. The INSURED shall promptly upon the request of the Company provide the Company with copies of all policies potentially applicable against the liability to which this Policy applies.

The Company’s obligation to make any payment for TRANSPORTATION shall be on an excess and non-contributory basis over any other primary and excess insurance available to the INSURED, whether collectible or not.

17. Primary Non-Contributory: Except as otherwise specified herein, this Policy shall be considered primary to any similar insurance held by third parties with respect to “your work,” YOUR SERVICES and PROFESSIONAL SERVICES performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which person(s) or organizations(s) as referenced above may have, is excess and non-contributory to this insurance.
18. Severability: Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Policy to the NAMED INSURED, this insurance applies as if each NAMED INSURED were the only NAMED INSURED and separately to each INSURED against whom a CLAIM is made.
19. Sole Agent: The NAMED INSURED first listed in the Declarations shall be deemed agent of, and act on behalf of, all other INSUREDS, if any, with respect to all matters involving this policy, including the payment or return of premium, payment of all deductibles, receipt and acceptance of any endorsement issued to form a part of the Policy, giving and receiving notification of cancellation or non-renewal, and the exercise the Policy of the rights provided in the Extended Reporting Period clause, if applicable. The Company shall have the right to seek indemnification from any INSURED or any other person who may be legally liable for the debts of the NAMED INSURED.
20. Transfer or Recovery Rights: If the Company pays any amount or incurs CLAIM EXPENSE under this Policy, the Company shall be subrogated to the rights of recovery of each INSURED, against any person, firm or organization. All INSUREDS shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights, including without limitation, assignment of the INSURED rights against any

person or organization on account of which the Company made payment or incurred coverage expense under this Policy. The INSURED shall do nothing to waive or prejudice such rights either prior or subsequent to any CLAIM.

21. Transfer of the NAMED INSURED'S Rights and Duties: The NAMED INSURED'S rights and duties under this policy may not be transferred without the Company's written consent except in the case of death of an individual NAMED INSURED. If an individual NAMED INSURED dies, their rights and duties will be transferred to the NAMED INSURED'S legal representative, but only while acting within the scope of duties as the NAMED INSURED'S legal representative. Until the NAMED INSURED'S legal representative is appointed, anyone having proper temporary custody of the NAMED INSURED'S property will have the NAMED INSURED'S rights and duties, but only with respect to that property.
22. Waiver of Subrogation: The Company waives any right of recovery it may have against any person(s) or organization(s) to whom the NAMED INSURED agrees, in a written contract, to provide a waiver of subrogation because of payments the Company makes for injury or damage arising out of the YOUR SERVICES done under a contract with that person or organization. This status exists only for the project specified in that contract. Under no circumstances shall this provision act to extend the policy period, change the scope of coverage, or increase the Aggregate Limits of Insurance scheduled in the VIRTUE PACK Service Business Package Policy Declarations or in any Supplemental Declarations. This paragraph shall not apply to the Environmental Impairment Liability Coverage Part.

All other policy terms and conditions shall remain the same.

PLEASE READ THIS ENDORSEMENT CAREFULLY AND COMPLETELY. THIS ENDORSEMENT CHANGES THE POLICY. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

## Sole Source Justification Form

**Sole Source:** Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

**This is a sole source because:**

- There is only one known source because:
- This is a sole provider of a licensed, copyrighted, or patented good or service.
- This is a sole provider of items compatible with existing equipment or systems.
- This is a sole provider of factory-authorized warranty service.
- This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- The requested product is used or demonstration equipment available at a lower – than-new-cost.
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

**Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.**

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

**Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:**

**Description of Item or Service.**

Based on the Hydrodynamics Group LLC previous experience with groundwater issues and the proposed Yucca Mountain repository and the evaluation and comments they provided on the Draft SEIS, the Planning Department is requesting to enter into a contract with the Hydrodynamics Group LLC to provide technical expertise with regard to the NRC's level and quality of responses to the County's comments on the Draft SEIS. For further description please see ARF.

DEPARTMENT CONTACT PERSON & TITLE  
Cathreen Richards, Senior Planner

DEPARTMENT NAME  
Planning

PHONE  
760-878-0263

REQUESTED SUPPLIER/CONSULTANT NAME  
Hydrodynamics Group, LLC

SUPPLIER CONTACT PERSON  
Michael King

SUPPLIER ADDRESS 16711 76th Avenue West Edmonds, WA 98626	SUPPLIER CONTACT'S PHONE NUMBER 425-239-6728
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The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements

  
\_\_\_\_\_  
*Signature of Requestor*

  
\_\_\_\_\_  
*Date*



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 12

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Schedule Time   
  Closed Session   
  Informational

**FROM:** The Inyo County Planning Department, Yucca Mountain Repository Office

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** Approval of: 1) Sole Source Request for Independent Contractor; 2) Contract between Inyo County and Andy Zdon and Associates, Inc., to provide technical expertise in the review and evaluation of the Department of Energy's (DOE) Final Supplemental Environmental Impact Statement (SEIS) and to update or craft County contentions related to the project.

**DEPARTMENTAL RECOMMENDATION:**

Approve the request to:

- A. Sole source Andy Zdon and Associates, Inc. as an independent contractor;
- B. Approve Standard Contract No. 156 between the County of Inyo and Andy Zdon and Associates, Inc. to provide:
  - i. technical expertise in the review of the Nuclear Regulatory Commission's (NRC) level and quality of responses to the County's comments on the Draft SEIS;
  - ii. assistance to the County in supporting its exiting contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC;
  - iii. evaluations any new hydrologic models or information introduced by the NRC in the Final SEIS, (completion of this work will not exceed \$20,000 for the period of July 1, 2016 to June 30, 2017); and
- C. Authorize the Chairperson to sign, contingent on the adoption of future budgets.

**SUMMARY DISCUSSION:**

On August 13, 2013, the U.S. Court of Appeals for the District of Columbia Circuit issued a decision granting a writ of mandamus directing the NRC to resume the previously discontinued licensing process for the DOE Yucca Mountain high-level radioactive waste repository construction authorization application. On November 18, 2013 a NRC order directed the staff, using the remaining available appropriated funds, to complete and issue the Safety Evaluation Report (SER) evaluating the adequacy of DOE's construction authorization application. The November 18th order also requested the DOE complete a SEIS on its application to address concerns about the groundwater impacts of the proposed repository.

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings and Andy Zdon and Associates, Inc. provided review, evaluation and comments on the Draft SEIS submitted to the NRC from the County in November 2015. As an AULG the County has funding from DOE for professional services.

**SOLE SOURCE REQUEST FOR INDEPENDENT CONTRACTOR**

The Inyo County Planning Department is requesting to sole source Andy Zdon and Associates, Inc. as an independent contractor to provide technical expertise in the review of the NRC's level and quality of responses to the County's comments on the Draft SEIS and be prepared to assist the County in supporting its exiting contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC. Andy Zdon and Associates, Inc. was chosen by the County for professional services in 2015-2016 to review, evaluate and prepare comments on the Draft SEIS that were submitted to the NRC from the County

in November 2015. Due to Andy Zdon and Associates, Inc. previous experience with the Draft SEIS comments submitted by the County, it retains knowledge that cannot be duplicated.

**CONTRACT BETWEEN THE COUNTY OF INYO AND ANDY ZDON AND ASSOCIATES, INC.**

Based on Andy Zdon and Associates, Inc. previous experience with groundwater issues and the evaluation and comments they provided on the Draft SEIS, the Planning Department is requesting to enter into a contract with Andy Zdon and Associates, Inc. to provide technical expertise with regard to the NRC's level and quality of responses to the County's comments on the Draft SEIS. The scope of work is attached to the contract as Attachment A. The total contract is not to exceed \$20,000 for the period of July 1, 2016 to June 30, 2017.

**ALTERNATIVES:**

- Do not approve the Request to Sole Source for Independent Contractor and direct staff to prepare a RFP soliciting consulting services. This option could delay the County having an expert under contract to provide analysis and comments in a sufficient timeframe.
- Direct staff to modify the contract. This option could delay the County having an expert under contract to provide analysis and comments in a sufficient timeframe.

**OTHER AGENCY INVOLVEMENT:**

The Department of Energy, Nuclear Regulatory Commission.

**FINANCING:**

Federal funds are provided for Yucca Mountain Repository Assessment Office administration. Fund balance is available for next year's operations.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>5/23/16</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>5/25/2016</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>5/27/16</u>

**DEPARTMENT HEAD SIGNATURE:** [Signature] Date: 5/31/16  
(Not to be signed until all approvals are received)

**Attachments:**

- Standard Contract No. 156 between the County of Inyo and Andy Zdon and Associates, Inc.

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Andy Zdon and Associates, Inc.**  
**FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of Andy Zdon and Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

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

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

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

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

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

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

**7. COUNTY PROPERTY.**

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

product, or manifestation of, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

#### **8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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

#### **9. STATUS OF CONSULTANT.**

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

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

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

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

#### **10. DEFENSE AND INDEMNIFICATION.**

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

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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities,

expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

#### **11. RECORDS AND AUDIT.**

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

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

#### **12. NONDISCRIMINATION.**

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

#### **13. CANCELLATION.**

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

#### **14. ASSIGNMENT.**

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

#### **15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

<b>County of Inyo:</b>	
Inyo County Planning Department	Department
PO Drawer L	Address
Independence, CA 93526	City and State

<b>Consultant:</b>	
Andy Zdon and Associates, Inc.	Name
2121 N. California Blvd., Suite 29	Address
Walnut Creek, CA 94596	City and State

**24. ENTIRE AGREEMENT.**

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

///

////

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Andy Zdon and Associates, Inc.  
**FOR THE PROVISION OF** Hydrological Consulting Services **SERVICES**

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

**COUNTY OF INYO**

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

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

**CONSULTANT**

By:   
Signature  
Andrew Edon, President, AZI  
Print of Type Name  
Dated: 05/11/2010

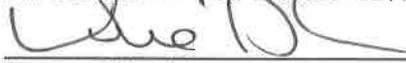
APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

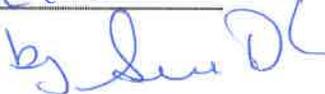
APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager  


**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Andy Zdon and Associates, Inc.  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**TERM:**

**FROM:** July 1, 2016

**TO:** June 30, 2017

**SCOPE OF WORK:**

1. Contractor shall assist the County in the continued review and evaluation of the Final Supplemental Environmental Impact Statement (SEIS) that was prepared by the U.S. Nuclear Regulatory Commission (NRC) addressing the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources, for the level and quality of the NRC responses to the County's comments on the Draft SEIS. This work shall include, but not be limited to, a review to ensure that the NRC responded to each of the County's comments on the DRAFT SEIS; an evaluation of the responses to ensure the County's concerns have been addressed appropriately; provide a written summary of these findings; and be prepared to assist the County in supporting its exiting contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC. This work may also include running the Death Valley Regional Groundwater model to assess the impacts of groundwater pumping on the proposed Yucca Mountain Repository and evaluating any new models or information introduced by the NRC in the Final SEIS.
2. Contractor shall receive direction as to the scope of the work to be performed from the Inyo County Planning Department and/or the Inyo County County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Inyo County Planning Department for storage.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Andy Zdon and Associates, Inc.  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**TERM:**

**FROM:** July 1, 2016 **TO:** June 30, 2017

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor for the work and services as described in Attachment A which are performed by the Contractor at County's request, at a rate not to exceed \$20,000.

**2. INCIDENTAL EXPENSES:**

County shall reimburse Contractor for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for incidental expenses shall not be paid in excess of the amount of \$20,000.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Andy Zdon and Associates, Inc.  
**FOR THE PROVISION OF** Hydrological Consulting Services **SERVICES**

**TERM:**

**FROM:** July 1, 2016

**TO:** June 30, 2017

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

Contractor will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the \$20,000 total cost of the contracted work and travel only for tasks included in the Scope of Work will be reimbursed.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Andy Zdon and Associates, Inc.  
**FOR THE PROVISION OF** Hydrological Consulting Services **SERVICES**

**TERM:**

**FROM:** July 1, 2016 **TO:** June 30, 2017

**SEE ATTACHED INSURANCE PROVISIONS**

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO  
AND Andy Zdon and Associates, Inc.  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

1. Section 11, Part B, *Inspections and Audits*, of the contract is amended to read;  
  
"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

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

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO  
AND Andy Zdon and Associates, Inc.  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

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

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

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

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.

## Sole Source Justification Form

**Sole Source:** Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

**This is a sole source because:**

- There is only one known source because:
- This is a sole provider of a licensed, copyrighted, or patented good or service.
- This is a sole provider of items compatible with existing equipment or systems.
- This is a sole provider of factory-authorized warranty service.
- This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- The requested product is used or demonstration equipment available at a lower – than-new-cost.
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

**Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.**

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

**Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:**

**Description of Item or Service.**

The Inyo County Planning Department is requesting to sole source Andy Zdon and Associates, Inc. as an independent contractor to provide technical expertise in the review of the NRC's level and quality of responses to the County's comments on the Draft SEIS and be prepared to assist the County in supporting its exiting contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC. Andy Zdon and Associates, Inc. was chosen by the County for professional services in 2015-2016 to review, evaluate and prepare comments on the Draft SEIS that were submitted to the NRC from the County in November 2015. Due to Andy Zdon and Associates, Inc. previous experience with the Draft SEIS comments submitted by the County, it retains knowledge that cannot be duplicated.- For further description please see ARF.

DEPARTMENT CONTACT PERSON & TITLE  
Cathreen Richards, Senior Planner

DEPARTMENT NAME  
Planning

PHONE  
760-878-0263

REQUESTED SUPPLIER/CONSULTANT NAME

SUPPLIER CONTACT PERSON

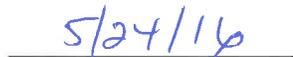
Andy Zdon and Associates, Inc.

Andy Zdon

SUPPLIER ADDRESS 2121 N. California Blvd., Suite 29 Walnut Creek, CA 94596	SUPPLIER CONTACT'S PHONE NUMBER (925)974-3680
--	--

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements

  
\_\_\_\_\_  
*Signature of Requestor*

  
\_\_\_\_\_  
*Date*



**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

13

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 14, 2016

SUBJECT: Resolution and Notice of Completion for the County Buildings Painting Project.

**DEPARTMENTAL RECOMMENDATIONS:** Request Board approval of a Resolution accepting the work and authorizing the recording of a Notice of Completion for the County Buildings Painting Project.

**CAO RECOMMENDATION:** N/A

**SUMMARY DISCUSSION:** Polychrome Construction of Northridge, CA recently completed work on the County Buildings Painting Project. The objective of the County Buildings Painting Project was to prep, prime and paint the second floor of the Independence Court House, American Legion Hall in Independence and the Big Pine Town Hall in Big Pine. Polychrome Constructions bid for the project was \$14,000.00, with the addition of two (2) change orders \$14,550.00 is the final invoice amount.

On May 16, 2016, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting your Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

**ALTERNATIVES:** Your Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended as it will extend the period during which stop notices can be filed and will delay return of retention monies to the Contractor.

**OTHER AGENCY INVOLVEMENT:** The Office of the County Counsel has reviewed the Resolution. The County Auditor's Office will pay the retention currently being withheld.

**FINANCING:** The project is funded by Public Works Deferred Maintenance Budget Unit 011501, Object Code 5191, Maintenance and Structures.

**APPROVALS**

COUNTY COUNSEL:

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



Approved: Yes Date 6/1/16

AUDITOR/CONTROLLER

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



Approved: yes Date 6/3/2016

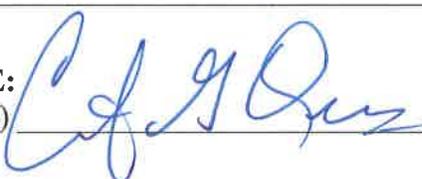
PERSONNEL DIRECTOR

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

Approved: N/A Date \_\_\_\_\_

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6/3/16

**RESOLUTION #2016 –**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION FOR THE COUNTY BUILDINGS PAINTING PROJECT**

**WHEREAS**, the Inyo County Board of Supervisors approved the Plans and Specifications for the County Buildings Painting Project on October 6, 2015;

**WHEREAS**, the Inyo County Board of Supervisors authorized advertising for bids for the County Buildings Painting Project on October 6, 2015;

**WHEREAS**, the Inyo County Public Works Department received bids for the County Buildings Painting Project on November 4, 2015;

**WHEREAS**, the Inyo County Board of Supervisors awarded the County Buildings Painting Project to Polychrome Construction, Inc. of Northridge, California on January 5, 2016 as the lowest, responsible, responsive bidder;

**WHEREAS**, Clint Quilter, Director of the Inyo County Public Works Department, has determined on May 16, 2016 that Polychrome Construction, Inc. of Northridge, California has completed the County Buildings Painting Project in accordance with the Project Plans and Specifications;

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of the Inyo County Public Works Department is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the County Buildings Painting Project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016 by the following votes:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

---

Jeff Griffiths, Chair  
Inyo County Board of Supervisors

**ATTEST:**

By: \_\_\_\_\_  
Kevin Carunchio  
Clerk of the Board

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department  
P. O. Drawer Q  
Independence, CA 93515**

The area above this line is for Recorder's Use

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the County Buildings Painting Project on the properties hereinafter described was completed on May 16, 2016 and was accepted by the Board of Supervisors, County of Inyo on \_\_\_\_\_.
2. The properties on which the County Buildings Painting Project has been completed and are located on is at Big Pine Town Hall 180 Dewey Street Big Pine, CA; American Legion Hall 205 S. Edwards Independence, CA; and Independence Court House 168 N. Edwards Independence, CA.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the properties located at 180 Dewey Street Big Pine, CA; 205 S. Edwards Independence, CA; and 168 N. Edwards Independence, CA.
4. The undersigned, Clint Quilter, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted \_\_\_\_\_, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that completed the County Buildings Painting Project, pursuant to contract with the County, is Polychrome Construction Inc. of Northridge, CA.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which were necessary or appurtenant to complete the project designated in the contract.

COUNTY OF INYO

Dated:

By: \_\_\_\_\_  
Clint Quilter, Director of Public Works

**VERIFICATION**

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF INYO         )

I, Clint Quilter, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the County Buildings Painting Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

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

\_\_\_\_\_  
Clint G. Quilter



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

For Clerk's Use Only:  <b>AGENDA NUMBER</b>  14
---

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

**FROM:** Public Works

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** Approval of the bid package for the Inyo County Jail Sprinkler Head Replacement Project and authorize the Public Works Director to advertise for bids.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve A) the bid package for the Inyo County Jail Sprinkler Head Replacement Project; B) authorize the Public Works Director to advertise and bid the project.

**CAO RECOMMENDATION:** None

**SUMMARY DISCUSSION:**

The Inyo County Jail Building fire sprinkler heads are currently out of code and need to be replaced with sprinkler heads that meet current fire code regulations.

Public Works desires to replace the approximately eighty-two (82) fire sprinkler heads to bring the County Jail Facility into compliance with the current Fire Code.

Public Works also desires to replace the forty-five (45) fire sprinkler heads to bring the County Juvenile Hall Facility into compliance with the current Fire Code.

**ALTERNATIVES:**

Not approve the specifications, and advertisement of the project. This is not recommended, as the existing Fire Sprinkler Heads have been recalled and do not meet code, putting the County at risk of a lawsuit.

**OTHER AGENCY INVOLVEMENT:**

The Office of the County Counsel to review the ARF and bid package.

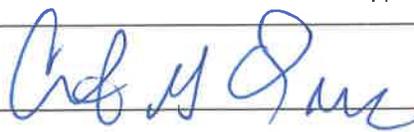
**FINANCING:**

Funding will be provided from Public Works Deferred Maintenance Budget Unit 011501, Object Code 5191, Maintenance and Structures Labor.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:  	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>6/1/16</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>6/3/2016</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>N/A</u> Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6/3/16



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

Consent       Departmental       Correspondence Action

For Clerk's Use Only:  <b>AGENDA NUMBER</b>  15
--

Public Hearing     Schedule time for     Closed Session     Informational

**FROM:** Public Works/Road Department

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** Authorization to issue blanket purchase order.

**DEPARTMENTAL RECOMMENDATIONS:**

Authorize the Department of Public Works expending money in excess of the amount approved for vehicle and equipment repair parts and tires on blanket purchase order P42016 and under its Purchasing Policy request an additional purchase order with Silver State International in the amount of \$2,000.00.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

The Road Department normally requests blanket purchase orders for various parts vendors. The blanket purchase order expedites repairs since the time of issuing a purchase order, which normally takes several days, is not needed for each purchase. The issuance of a blanket purchase order does not negate the requirements of getting verbal or written quotes for the individual purchases, in accordance with the County Purchasing policy. The unanticipated cost to repair equipment has left an insufficient balance for the remainder of the fiscal year. It has been determined that there is existing need to create an additional blanket purchase order for Silver State International.

**ALTERNATIVES:**

Your Board could choose not to authorize the issuance of blanket purchase orders or modify the amounts of the blanket authority. In the event that the blanket purchase orders are not issued, the procedure of getting purchase orders for the individual purchases would be used. The effect would be to increase the down time for the vehicle and equipment that need parts for repairs.

**OTHER AGENCY INVOLVEMENT:**

Purchasing, Auditor Controller

**FINANCING:**

The increased amount requested is included in the 2015/16 Third Quarter Budget, 034600, Road, Object Code 5173 Maintenance of Equip. Parts.

**APPROVALS**

COUNTY COUNSEL:

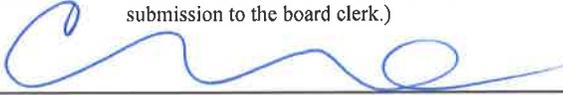
AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)



Approved: Yes Date 5/27/16

AUDITOR/CONTROLLER

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



Approved: yes Date 6/1/2016

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: 6/1/16



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

For Clerks Use Only

AGENDA NUMBER

16

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

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** California Governor's Office of Emergency Services (Cal OES) agreement for radio & maintenance repair services for Sheriff's department radio repeater sites.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board

- A. Approve the agreement between the County of Inyo and Cal OES from July 1, 2016 – June 30, 2019 in the amount up to \$20,000 per year for the provision of Radio Repeater site maintenance as outlined in the attached agreement contingent upon the Boards adoption of future budgets and
- B. Authorize Undersheriff Hollowell to sign the agreement.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The State of California has been handling our maintenance and repair of our radio repeater sites for some time, under various agreements. On December 4, 2012, the Inyo County Board of Supervisors approved a new contract between the California Technology Agency, Public Safety Communications Office (CTA-PSCO) and the County of Inyo for maintenance and repair of the Sheriff's Department Radio Repeater sites. That contract was never signed by the State so we have been working under the previous agreement which had renewed automatically. CTA-PSCO and Cal OES have apparently been under some restructuring, and Cal OES now handles these agreements, and we now have this new 3-year agreement that the State wants to enter into for the maintenance of the radio sites for the cost of up to \$20,000 per year for time and materials as needed.

**ALTERNATIVES:**

Deny the agreement leaving the repeater sites maintenance uncovered.

**OTHER AGENCY INVOLVEMENT:**

County Counsel review of the agreement  
Auditor's office for verification of budget

**FINANCING:**

Funding for this contract will be included in the 2016-2017 Sheriffs' Department budget 022700, Object Code 5171 Maint. Of Equipment, and will be included in future budgets, to be encumbered annually.

**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: <u>Yes</u> Date <u>5/26/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>6/1/2016</u>
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:

6/1/16

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>4105-6</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
 AGENCY'S NAME  
**Inyo County Sheriff's Office**  
 CONTRACTOR'S NAME  
**California Governor's Office of Emergency Services (Cal OES)**
- The term of this Agreement is: **July 1<sup>st</sup>, 2016** through **June 30<sup>th</sup>, 2019**  
 Agreement is:
- The Maximum amount of Agreement is: **\$60,000.00**  
**Sixty Thousand Dollars**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Statement of Work	3 Pages
Exhibit B – Budget Detail and Payment Provisions	1 Page
Exhibit B-1 – Service Descriptions & Rates	1 Page
Exhibit C – General Terms and Conditions – Interagency Agreements (GIA-610)	1 Page
Exhibit D – Equipment List	3 Pages

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>California Governor's Office of Emergency Services (Cal OES)</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Rick Stolz, Assistant Director, Admin. Services</b>		
ADDRESS <b>3650 Schriever Avenue Mather, CA 95655</b>		
<b>Agency</b>		
AGENCY NAME <b>Inyo County Sheriff's Office</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jeff Hollowell, Undersheriff</b>		
ADDRESS <b>PO Drawer S 555 S. Clay Street Independence, CA 93526</b>		

Exempt per:

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**EXHIBIT A  
STATEMENT OF WORK**

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***Radio Maintenance Agreement***

**1. CONTRACT DESCRIPTION**

This is an agreement between California Governor's Office of Emergency Services, Public Safety Communications, hereinafter called the State, and Inyo County Sheriff's Office, hereinafter called the Agency.

**2. PURPOSE & SCOPE**

The Agency requests to have the State provide radio maintenance and repair services to the Agency's radio equipment under State Government Code Section 14931 to render service to federal/local political subdivisions. The equipment listed on the attached marked "Exhibit D" will be made a part of this agreement by reference.

**3. CONTRACT AMOUNT**

Agreement will be for a total of \$60,000.00 broken down as follows:

- FY 16/17: \$20,000.00
- FY 17/18: \$20,000.00
- FY 18/19: \$20,000.00

**4. THE STATE'S RESPONSIBILITIES**

- a. The State agrees to provide radio maintenance and repair service to Agency on a mutually agreeable schedule. In the event of a conflict between State and Agency service requirements, service to State equipment will have priority;
  - b. The State agrees to perform emergency radio repair services 24/7/365 to Agency equipment listed in Exhibit D;
  - c. The State will issue amendments to this agreement each Fiscal Year to reflect that specific years' Service Descriptions & Rates (Exhibit B-1) as soon as they are published and available;
  - d. The State agrees preventive maintenance will be performed annually or on an agreed upon schedule. Agency will be notified in advance prior to turning off any operation equipment as necessary to perform maintenance and or
-

repairs. State will replace parts as necessary, and bill costs to the Agency;

- e. State will perform equipment repairs required due to accidents or acts of nature, equipment modification, installation, and other work not within the category of normal maintenance upon request of Agency, State will work with Agency on pricing of repair;
- f. State will provide radio system engineering services to Agency. Engineering services include systems and equipment design engineering, specification preparation and review, and equipment evaluation and testing. Engineering services will be provided on an individual basis upon written request by Agency. A written estimate of costs for such engineering service will be provided by State to Agency prior to proceeding with any work.

## **5. THE AGENCY'S RESPONSIBILITIES**

- a. Agency agrees to provide to State an accounting of all radio equipment to be maintained and serviced along with instruction manuals and schematics to its system equipment. Exhibit D is required annually for recurring maintenance of Agency equipment.
- b. Agency agrees to be responsible for establishing a method for verifying charges made and invoiced by State;
- c. Agency agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Agency in the performance on this agreement.

## **6. TERM OF AGREEMENT**

The term of this agreement will be 7/01/2016 through 6/30/2019.

## **7. NOTICES**

All notices required by or relating to this Agreement shall be in writing and shall be sent to the parties of this Agreement at their address as set below unless changed from time to time, in which event each party shall notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail and directed to the address listed on the following page:

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The technical representative during the term of this Agreement will be:

State Agency	Agency
California Governor's Office of Emergency Services – Public Safety Communications	Inyo County Sheriff's Office
Attn: Joni Hamblin	Name: Janis Odum
Phone: (916) 657-9173	Phone: (760) 878-0326 Fax: (760) 878-0389
E-mail: <a href="mailto:Joni.Hamblin@caloes.ca.gov">Joni.Hamblin@caloes.ca.gov</a>	Email: <a href="mailto:Jodum@inyocounty.us">Jodum@inyocounty.us</a>

Contract inquiries should be addressed to:

State Agency	Agency
California Governor's Office of Emergency Services – Public Safety Communications	Company Name: Inyo County Sheriff Department
Attn: Nicole Finch	Attn: Jeff Hollowell
Address: 3650 Schriever Avenue Mather, CA 95655	Address : P.O. Drawer S 550 S. Clay Street, Independence, CA 93526
Phone: (916) 845-8164	Phone: (760) 878-0327
Fax: (916) 845-8303	(760) 878-0389
E-mail: <a href="mailto:Nicole.Adams@caloes.ca.gov">Nicole.Adams@caloes.ca.gov</a>	E-mail: <a href="mailto:jhollowell@inyocounty.us">jhollowell@inyocounty.us</a>

**8. AMENDMENTS**

Consistent with the terms and conditions of the original solicitation, and upon mutual consent, the California Governor's Office of Emergency Services and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

**9. TERMINATION PROVISIONS**

The State may exercise its option to terminate this Agreement at any time with 30 calendar days prior written notice. If at such time the Agreement terminates, the State and Agency will mutually agree upon any pro-rated monthly reimbursement cost due to the State for services rendered.

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**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

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1. Costs for maintenance services to be provided by STATE shall be fully reimbursed by AGENCY at an hourly rate. AGENCY agrees to pay to the STATE, upon receipt of an invoice, STATE's current Fiscal Year rate per hour for radio maintenance and engineering services; AGENCY will pay for services as they are actually rendered. Travel to and from site of service will be at the above hourly rate. Emergency overtime calls for repair services after normal STATE working hours and on official STATE holidays will be at the above hourly rate with a minimum four-hour charge. Parts necessary to repair AGENCY equipment will be billed separately from hourly services at the STATE's cost to procure the parts. Invoices will be presented monthly as necessary.
  2. The STATE will invoice AGENCY on a monthly basis in arrears for actual work performed. AGENCY is required to schedule invoices for payment to the STATE no later than 15 days after receipt of invoice. If errors are found in the invoice or AGENCY disputes invoice charges or services rendered, STATE is to be notified immediately. Partial payment of an invoice without STATE's approval is not allowed. Failure to comply with the STATE's payment policy as outlined above may result in cancellation of this agreement.
  3. The State reserves the right to review the hourly rate on July 1 of each year, and will be allowed to increase or decrease the rate, as a result of the review, throughout the term of the agreement.
  4. The State will provide their Service Descriptions and Rates sheet at the beginning of each Fiscal Year after rates are determined. Exhibit B-1 provides the Fiscal Year 2015/16 Service Descriptions and Rates sheet.
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**EXHIBIT B-1**  
**SERVICE DESCRIPTIONS & RATES**

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California Governor's Office of Emergency Services  
Public Safety Communications

**Service Descriptions & Rates**

**FY 2015-16**

**Radio Engineering Services:**

\$145.00 per hour

Radio engineering services associated with a new or existing Public Safety and Public Service communication system includes system planning and design, site and coverage surveys, FCC licensing and frequency coordination, technical specification preparation, equipment evaluation and testing, project management, installation, and modification engineering. Travel time associated with engineering work is charged at the hourly rate. Equipment and parts are additional.

**Radio Maintenance Services:**

Equipment Installation and Modification:

\$122.00 per hour

Installation, modification, and relocation of radio and related equipment at Agency facilities during normal business hours. Travel time is charged at the hourly rate. Parts are additional.

Depot Repairs

\$122.00 per hour

Handheld/mobile radio equipment is delivered and picked up by Agency at PSC Depot facilities. If requested, arrangements may be made for PSC pickup and/or delivery; however, shipping charges will apply.

Annual Maintenance Service Program (Fixed Rate):

Estimates available  
upon request

The program covers all breakdown repair and preventive maintenance for equipment covered by the program, including travel, emergency call-back and parts for a fixed annual rate. The fixed rate is based on a 3-year average of repair hours for individual agencies covered by the program.

Mobile Radio Equipment Installation/Removal (Flat Rate):

Estimates available  
upon request

Installation, removal and modification of mobile radios, undercover installations, Code 3 installations and related equipment. Travel time is charged at a flat rate.

Emergency Repair/Installation (Hourly Rate):

\$122.00 per hour

Technician call-back for emergency repairs or installation activities after normal working hours, weekends and holidays. Travel time is charged at the hourly rate. Parts are additional. (Minimum four hours charged per Department of Personnel Administration Rule 599.708.)

*For additional information, contact the Public Safety Communications at (916) 657-9405.*

Updated 10/07/2015

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**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS – INTERAGENCY AGREEMENTS (GIA-610)**

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[www.documents.dgs.ca.gov/ols/GIA-610.doc](http://www.documents.dgs.ca.gov/ols/GIA-610.doc)

**EXHIBIT D  
 EQUIPMENT LIST**

LIST of EQUIPMENT TO BE MAINTAINED

Attached is TDM 3415.2.2 (Equipment Code definitions) for assistance in determining equipment types and code abbreviations.

Code	Manufacturer	Model Number	Serial Number	Agency Property Number	Location
	Motorola Quantar Repeater	T5365A	-0-	Quantity - 2	SILVER PEAK/ INYO SHERIFF
	Motorola Duplexer	Q202GC-UHF	-0-	Quantity - 2	SILVER PEAK/ INYO SHERIFF
	Motorola Quantar Repeater	T5365A	-0-	Quantity - 2	MAZOURKA PEAK/ SHERIFF
	Motorola Duplexer	Q202GC-UHF	-0-	Quantity - 2	MAZOURKA PEAK/ SHERIFF
	Motorola UHF Quantar Link Radio	-0-	-0-	Quantity - 4	CERRO GORDO/INYO SHERIFF
	Motorola UHF Duplexer	PD696SR22	-0-	Quantity - 4	CERRO GORDO/INYO SHERIFF
	Motorola VHF Quantar Repeater	-0-	-0-	Quantity - 2	CERRO GORDO/INYO SHERIFF
	Motorola Duplexer	Q202GC-UHF	-0-	Quantity - 2	CERRO GORDO/INYO SHERIFF
	Communication Specialist 1P38	-0-	-0-	Quantity - 2	CERRO GORDO/INYO SHERIFF

**EXHIBIT D**  
**EQUIPMENT LIST (continued)**

Code	Manufacturer	Model Number	Serial Number	Agency Property Number	Location
	Motorola UHF Quantar Link Radio	-0-	-0-	Quantity - 2	ROGERS PEAK/ INYO SHERIFF
	Motorola Quantar VHF Control Station	-0-	-0-	Quantity -2-	ROGERS PEAK/ INYO SHERIFF
	Motorola VHF Quantar Repeater	T5365A	-0-	Quantity - 1	ROGERS PEAK/ INYO SHERIFF
	Motorola UHF Duplexer	PD696SR22	-0-	Quantity -2-	ROGERS PEAK/ INYO SHERIFF
	Motorola VHF Duplexer	Q202GC-UHF	-0-	Quantity - 1	ROGERS PEAK/ INYO SHERIFF
	Communication Specialist TP38	-0-	-0-	Quantity - 2	ROGERS PEAK/ INYO SHERIFF
	Motorola Quantar Repeater	T5365A	-0-	Quantity - 2	EL PASO/ INYO SHERIFF
	Motorola Duplexer	Q202GC-UHF	-0-	Quantity - 2	EL PASO/ INYO SHERIFF
	Motorola Quantar Repeater	T5365A	-0-	Quantity - 1	TECOPA/ INYO SHERIFF
	Motorola Duplexer	Q202GC-UHF	-0-	Quantity - 1	TECOPA/ INYO SHERIFF

**EXHIBIT D**  
**EQUIPMENT LIST (continued)**

Code	Manufacturer	Model Number	Serial Number	Agency Property Number	Location
	Motorola VHF Spectra Base Consolettes	-0-	-0-	Quantity - 9	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Motorola Low Band Spectra Base Console	-0-	-0-	Quantity - 1	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Motorola UHF Quantar Control Stations	-0-	-0-	Quantity - 2	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Motorola VHF Quantar Control Stations	-0-	-0-	Quantity - 3	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Motorola Centracom Gold Console Positions with one main frame	-0-	-0-	Quantity - 2	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Spectracom GPS receiver	-0-	-0-	Quantity - 1	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Motorola MCS 2000 Base Stations	-0-	-0-	Quantity - 2	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Motorola MCS2500 Desk Set	-0-	-0-	Quantity - 1	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF
	Communication Specialist TP38	-0-	-0-	Quantity - 4	INDEPENDENCE DISPATCH CENTER/INYO SHERIFF



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

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**AGENDA NUMBER**  
  
17

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

**FROM:** Nathan D. Reade, Agricultural Commissioner/Director of Weights and Measures

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** 2015 Annual Crop and Livestock Report

**DEPARTMENTAL RECOMMENDATION:**

Presentation of the 2015 Annual Crop and Livestock Report

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

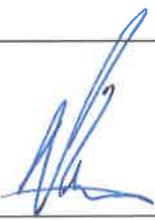
General review of the 2015 Annual Crop and Livestock Report, which is submitted in accordance with Section 2279 of the California Food and Agriculture Code. Agriculture continues to be a solid industry that is an integral part of Inyo and Mono Counties' economy.

**ALTERNATIVES:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  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: 5-2-16



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

For Clerk's Use Only:  
AGENDA NUMBER

19

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

**FROM: Water Department**

**FOR THE BOARD MEETING OF June 14, 2016**

**SUBJECT: Workshop – Facilitated public outreach to form a groundwater sustainability agency for the Owens Valley groundwater basin**

**DEPARTMENTAL RECOMMENDATION:**

The Water Department requests that your Board hear an informational workshop regarding the public outreach to form of a Groundwater Sustainability Agency for the Owens Valley Groundwater Basin.

**SUMMARY DISCUSSION:**

The Sustainable Groundwater Management Act (SGMA) requires that local agencies in groundwater basins that are designated as medium or high priority by the California Department of Water Resources (DWR) form Groundwater Sustainability Agencies (GSAs) by June 30, 2017. GSAs must then prepare Groundwater Sustainability Plans (GSPs) by 2020 in groundwater basins that are in conditions of critical overdraft, and by 2022 in other medium and high priority basins. The Owens Valley Groundwater Basin (Basin) is a medium priority basin that is not in a condition of critical overdraft. In light of this, it is timely to begin discussions among local, state, and federal agencies, special districts, tribes, and other interested parties concerning the formation of a GSA for the Basin.

SGMA allows for many different institutional arrangements to manage groundwater basins. A single local agency can form a single GSA for a basin; multiple local agencies may form a single GSA through a joint powers agreement or memorandum of understanding; multiple local agencies can form multiple GSAs within a basin and coordinate their respective GSAs through a coordination agreement. No matter which institutional framework is adopted, SGMA requires that local agencies forming GSAs proceed in a manner that considers the interests of all beneficial uses and users of groundwater. Inyo County, Mono County, and the Tri Valley Groundwater Management District cooperated on submittal of a request to the California Department of Water Resources (DWR) to subdivide the Basin into a Mono subbasin and an Inyo subbasin. DWR and the California Water Commission will decide on this request later this year, but regardless of the fate of this request, it is timely to begin a public discussion of formation of a GSA in the Basin. Formation of a GSA is a complicated and potentially contentious process, as we have found from our involvement in the effort currently underway to form a GSA in Indian Wells Valley. An informative DWR publication outlining the GSA formation process is attached.

DWR offers facilitation support services to local agencies implementing SGMA. The Water Department has requested facilitation support from DWR and has been approved. At this workshop, staff will provide a short briefing on the process for forming a GSA, and the facilitator, Lisa Buetler, and DWR's Tribal Policy Advisor, Anecita Augustinez, will be in attendance to brief your Board on their facilitation activities. Ms. Buetler has developed the attached scope of work. Facilitation support services are provided by MWH Americas, Inc. through a contract between MWH and DWR. No contract between the County and the facilitation support provider is necessary and there is no cost to the County.

Attachments:

1. DWR publication "GSA Formation Notification Guidelines for Local Agencies"
2. DWR facilitation services request scope of work

**OTHER AGENCY INVOLVEMENT:**

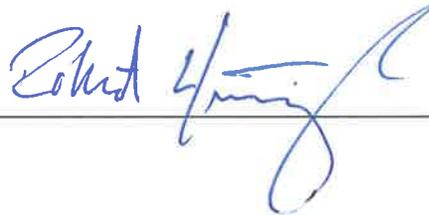
DWR, Local, State, and federal agencies, tribes, other interested parties.

**FINANCING:**

Facilitation support services are provided by DWR at no cost to local agencies.

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

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



Date: 6/3/16



## ACTIONS FOR LOCAL AGENCIES TO FOLLOW WHEN DECIDING TO BECOME OR FORM A GROUNDWATER SUSTAINABILITY AGENCY (GSA)

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### INTRODUCTION

The 2014 Sustainable Groundwater Management Act (SGMA) established a framework of priorities and requirements to help local agencies sustainably manage groundwater within a basin or subbasin. SGMA provides a basic minimum standard for outreach and notification regarding the formation of a groundwater sustainability agency (GSA). The information in this document highlights the requirements that must be followed pursuant to California Water Code (Water Code) Section 10723 *et seq.* in order to become or form a GSA. This document incorporates the amendments made to SGMA by Senate Bill (SB) 13 in September 2015.

Pursuant to Water Code Section 10723(a), any local agency or combination of local agencies overlying a groundwater basin or subbasin may decide to become a GSA for that basin or subbasin. A GSA is formed by using either a joint powers agreement (JPA), a memorandum of agreement (MOA), or other legal agreement, and the Department of Water Resources (DWR or department) must be notified after the GSA has been formed. The definitions for GSA and local agency, as defined in Water Code Section 10721, are as follows:

*“Groundwater sustainability agency” means one or more local agencies that implement the provisions of this part [Part 2.74]. For purposes of imposing fees pursuant to Chapter 8 (commencing with [Water Code] Section 10730) or taking action to enforce a groundwater sustainability plan, “groundwater sustainability agency” also means each local agency comprising the groundwater sustainability agency if the plan authorizes separate agency action.*

*“Local agency” means a local public agency that has water supply, water management, or land use responsibilities within a groundwater basin.*

### SUMMARY OF INFORMATION REQUIRED TO BE SUBMITTED TO DWR

A local agency is required to submit the following information to DWR in order to complete the GSA formation notification requirements of Water Code Section 10723.8(a). A notice of GSA formation will not be determined to be complete unless all information is submitted.

- Information that clearly shows the GSA formation notification was submitted to DWR within 30 days of the decision to become or form a GSA.
- A map and narrative indicating (1) the local agency’s service area boundaries, (2) the boundaries of the basin or portion of the basin the agency intends to manage, and (3) the other agencies managing or proposing to manage groundwater within the basin. *Please include a hard-copy map and GIS shape files.*
- A copy of the resolution forming the new agency.
- A copy of any new bylaws, ordinances, or new authorities developed by the local agency.
- A list of the interested parties developed pursuant to Water Code Section 10723.2 and a detailed explanation how the GSA will consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing GSPs.

A representative of the local agency deciding to become a GSA, or a designated representative from the group of local agencies forming a GSA, shall include a statement in the notification to DWR that all applicable information in Water Code Section 10723.8(a) has been provided in the notification.

## GSA FORMATION NOTIFICATION GUIDELINES FOR LOCAL AGENCIES

While not specifically required by Water Code Section 10723.8(a), the local agency submitting the GSA formation notification may wish to include a copy of the Government Code Section 6066 notice, as well as evidence or a statement demonstrating that a public hearing in accordance with Water Code Section 10723(b) was held in the county or counties overlying the basin.

### GSA INFORMATION FOR LOCAL AGENCIES

The GSA formation notification requirements are located in Division 6 of the Water Code, Part 2.74, Chapter 4, Section 10723 *et seq.* The language in this document reflects the amendments made to SGMA by SB 13 which becomes law on January 1, 2016. DWR will review pre-SB 13 notifications for completeness and will retroactively address any GSA overlap and local agency service area issues pursuant to the process outlined in Attachment A.

The following Internet links provide the relevant SGMA legislation text:

- Summary of SGMA Legislation Text:  
[http://www.opr.ca.gov/docs/2014\\_Sustainable\\_Groundwater\\_Management\\_Legislation\\_092914.pdf](http://www.opr.ca.gov/docs/2014_Sustainable_Groundwater_Management_Legislation_092914.pdf)
- Senate Bill 13 Text:  
[http://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill\\_id=201520160SB13](http://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill_id=201520160SB13)

The Water Code mandates that all local agencies are required to notify DWR within 30 days of deciding to become or form a GSA and submit in that notification specific information. The “exclusive” local agencies listed in Water Code Section 10723(c)(1), which are agencies created by statute to manage groundwater within their statutory boundaries, must also follow the notification requirements before they become GSAs.

Additional information related to a local agency’s decision to form a GSA is welcomed and will help demonstrate to DWR, the State Water Resources Control Board (SWRCB), and other local agencies that a proposed GSA has the long-term technical, managerial, and financial capabilities to sustainably manage basin-wide groundwater resources and prepare a groundwater sustainability plan (GSP) or coordinated GSP for an entire groundwater basin.

Pursuant to Water Code Section 10723.8(b), DWR shall post all complete notices it receives on its Internet Web site within 15 days of receipt. The list of GSA notifications received by DWR, an interactive map of the proposed GSA areas, and other helpful interactive planning maps are located on DWR’s Sustainable Groundwater Management Web site at the following Internet links:

- GSA Formation Table: [http://www.water.ca.gov/groundwater/sgm/gsa\\_table.cfm](http://www.water.ca.gov/groundwater/sgm/gsa_table.cfm).
- GSA Interactive Map: [http://water.ca.gov/groundwater/sgm/gsa\\_map.cfm](http://water.ca.gov/groundwater/sgm/gsa_map.cfm).
- Water Management Planning Tool: <http://water.ca.gov/groundwater/boundaries.cfm>
- Basin Boundaries Assessment Tool: <http://water.ca.gov/groundwater/sgm/bbat.cfm>

### FORMING A GSA AND LOCAL AGENCY NOTIFICATION REQUIREMENTS

The following information summarizes the GSA formation and public notification steps identified in SGMA. Relevant Water Code sections are included.

#### Step 1: Decision to Form a GSA

The first step in the GSA formation process is public notification that a local agency is either (1) deciding to become a GSA or (2) deciding to form a GSA together with other local agencies. Water Code Section 10723(b) requires that a local agency or group of local agencies hold a public hearing in the county or counties overlying the groundwater basin. The relevant Water Code sections are included below.

## GSA FORMATION NOTIFICATION GUIDELINES FOR LOCAL AGENCIES

### WATER CODE SECTION 10723

- (a) *Except as provided in subdivision (c), any local agency or combination of local agencies overlying a groundwater basin may decide to become a groundwater sustainability agency for that basin.*
- (b) *Before deciding to become a groundwater sustainability agency, and after publication of notice pursuant to Section 6066 of the Government Code, the local agency or agencies shall hold a public hearing in the county or counties overlying the basin.*
- (c) *[Includes list of 15 "exclusive" local agencies – these agencies do not become a GSA until they submit a notification of GSA formation to DWR].*

### GOVERNMENT CODE SECTION 6066

*Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.*

## Step 2: Consideration of Interests of Beneficial Uses and Users of Groundwater

Water Code Section 10723.2 requires GSAs to consider the interests of all beneficial uses and users of groundwater. Additional sections of the Water Code require that this information be submitted as part of the GSA formation notification to DWR by a local agency(s). The relevant Water Code sections are included below.

### WATER CODE SECTION 10723.2

*The groundwater sustainability agency shall consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans. These interests include, but are not limited to all of the following:*

- (a)  *Holders of overlying groundwater rights, including:
  - (1) *Agricultural users.*
  - (2) *Domestic Well owners.**
- (b) *Municipal well operators.*
- (c) *Public water systems.*
- (d) *Local land use planning agencies.*
- (e) *Environmental users of groundwater.*
- (f) *Surface water users, if there is a hydrologic connection between surface and groundwater bodies.*
- (g) *The federal government, including, but not limited to, the military and managers of federal lands.*
- (h) *California Native American Tribes.*
- (i) *Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community water systems.*
- (j) *Entities listed in Section 10927 that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the groundwater sustainability agency.*

GSAs are encouraged to engage additional stakeholders in order to develop the necessary relationships and expertise needed to develop and implement GSPs. Pursuant to Water Code Section 10727.8, *"The groundwater sustainability agency shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the groundwater basin prior to and during the development and implementation of the groundwater sustainability plan."*

## GSA FORMATION NOTIFICATION GUIDELINES FOR LOCAL AGENCIES

### Step 3: Submittal of GSA Formation Information to DWR

A local agency or group of local agencies must notify DWR and document the process it chose to take in deciding to become or form a GSA. The GSA formation notification requirements are described in Water Code Section 10723.8(a). The requirement for DWR to post complete GSA notifications is included in the Water Code references below. DWR will not post notifications on its Internet Web site that are determined to be incomplete.

#### WATER CODE SECTION 10723.8

- (a) *Within 30 days of deciding to become or form a groundwater sustainability agency, the local agency or combination of local agencies shall inform the department of its decision and its intent to undertake sustainable groundwater management. The notification shall include the following information, as applicable:*
- (1) *The service area boundaries, the boundaries of the basin or portion of the basin the agency intends to manage pursuant to this part, and the other agencies managing or proposing to manage groundwater within the basin.*
  - (2) *A copy of the resolution forming the new agency.*
  - (3) *A copy of any new bylaws, ordinances, or new authorities adopted by the local agency.*
  - (4) *A list of interested parties developed pursuant to Section 10723.2 and an explanation of how their interests will be considered in the development and operation of the groundwater sustainability agency and the development and implementation of the agency's sustainability plan.*
- (b) *The department shall post all complete notices received under this section on its Internet Web site within 15 days of receipt.*

### GSA TIMELINE – OVERLAPPING AREAS AND SERVICE AREAS WITHIN A BASIN

The deadline for GSA formation in high- and medium-priority groundwater basins and subbasins is June 30, 2017. A local agency that decides to become a GSA within its service area, or a group of local agencies that decides to form a GSA within their combined service areas, does not effectively become a GSA unless the provisions of Water Code 10723.8(c) and (d) are also met – these provisions address overlapping GSAs and management within a service area. If multiple local agencies form separate GSAs in a basin or subbasin within a 90-day period, and if any of those proposed GSAs result in an overlap in the areas proposed to be managed, then none of the local agencies will become the GSA unless the overlap is resolved, which could require making a material change to the existing notification(s). The relevant Water Code sections are included below.

#### WATER CODE SECTION 10723.8

- (c) *The decision to become a groundwater sustainability agency shall take effect 90 days after the department posts notice under subdivision (b) if no other local agency submits a notification under subdivision (a) of its intent to undertake groundwater management in all or a portion of the same area. If another notification is filed within the 90-day period, the decision shall not take effect unless the other notification is withdrawn or modified to eliminate any overlap in the areas proposed to be managed. The local agencies shall seek to reach agreement to allow prompt designation of a groundwater sustainability agency. If agreement is reached involving a material change from the information in the posted notice, a new notification shall be submitted under subdivision (a) and the department shall post notice under subdivision (b).*
- (d) *Except as provided in subdivisions (e) and (f), after the decision to be a groundwater sustainability agency takes effect, the groundwater sustainability agency shall be presumed to be the exclusive groundwater sustainability agency within the area of the basin within the service area of the local agency that the local agency is managing as described in the notice.*

## GSA FORMATION NOTIFICATION GUIDELINES FOR LOCAL AGENCIES

### CONDITIONS FOR DETERMINING A GSA NOTIFICATION INCOMPLETE

A GSA formation notification will be determined to be incomplete if (1) the local agency does not certify the notification as complete and (2) the provisions of Water Code Section 10723.8 are not clearly addressed. An incomplete notification will not be posted on DWR's Internet Web site and DWR staff will inform local agencies of the reason(s) for not posting. Local agencies will be given the opportunity to provide additional information.

Examples of what could deem a GSA notification to be incomplete include, but are not limited to, the following:

- Informing DWR of the decision to become a GSA more than 30 days after the decision was made in accordance with the required public hearing process.
- An incomplete map or insufficient information that clearly defines the local agency's service area boundaries with respect to the area of the basin or subbasin proposed to be managed as a GSA.
- No copy of a resolution or legal agreement forming the new agency.
- No copy of any new bylaws, ordinances, or new authorities adopted, if applicable.
- An incomplete list of interested parties developed pursuant to Water Code Section 10723.2.
- Submitting a GSA formation notification for a basin or portion of a basin where a local agency is already presumed to be the GSA.
- Deciding to become or form a GSA for an area that is outside the service area boundary of the local agency(s) forming the GSA.
- Forming a GSA outside the boundaries of a basin or subbasin defined in DWR's Bulletin 118.

Questions related to GSA notifications can be directed to DWR by contacting Mark Nordberg at [Mark.Nordberg@water.ca.gov](mailto:Mark.Nordberg@water.ca.gov) or calling 916-651-9673. Information is also located on DWR's GSA webpage at: <http://water.ca.gov/groundwater/sgm/gsa.cfm>.

Please e-mail your GSA formation notification and GIS shape files, and/or send via postal mail a hardcopy, to the following DWR staff:

**Mark Nordberg, GSA Project Manager**  
Sustainable Groundwater Management Program  
California Department of Water Resources  
901 P Street, Room 213-B  
P.O. Box 942836  
Sacramento, CA 94236

**DWR Region Office Groundwater Contact**  
<http://water.ca.gov/groundwater/gwinfo/contacts.cfm>  
Bill Ehorn, Northern Region  
Bill Brewster, North Central Region  
Dane Mathis, South Central Region  
Tim Ross, Southern Region



**ATTACHMENT A**  
**PROCESS FOR REVIEWING COMPLETE GSA NOTIFICATIONS –  
ADDRESSING OVERLAPPING GSAS AND SERVICE AREA BOUNDARIES**

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Note: The amendments to SGMA provided by Senate Bill 13 will be retroactively applied to GSA formation notifications already submitted to DWR.

1. DWR receives a GSA formation notification (notification) from a local agency(s).
2. DWR reviews the notification for completeness.
  - a. If incomplete, the local agency(s) is contacted and the notification is not posted. DWR informs the local agency(s) of the reason(s) for being determined incomplete.
  - b. If complete, the notification is posted on DWR's GSA Formation Table within 15 days.
3. Complete GSA notifications are posted with (1) the posting date and (2) a date that indicates the posting-date-plus-90-calendar-days. This is the active 90-day period.
  - a. The GSA area submitted with the notification is included on DWR's GSA Interactive Map after DWR Region Office staff determines the suitability of the GIS shape files. The area included as a shape file must match the area depicted in the notification.
4. If no other local agency(s) submits a notification within the 90-day period in all or a portion of the same basin area, the local agency(s) that submitted the notification will become the "presumed" GSA for the area claimed within the service area of the local agency(s).
  - a. Status as "presumed" GSA will be indicated on the GSA Formation Table and the area claimed by the GSA will be distinctly colored on the GSA Interactive Map.
  - b. If any other local agency(s) submits a notification for all or a portion of an area managed by a "presumed" GSA, DWR will determine that notification to be incomplete and will contact that local agency(s).
5. If another local agency(s) submits a complete notification within an active 90-day period, and that notification results in an overlap in all or a portion of the same area of an existing notification, then:
  - a. The notification will be included on the GSA Formation Table with a posting date.
  - b. The column with the posting-date-plus-90-days date for all affected notifications will be replaced with "overlap" to indicate a GSA formation overlap.
  - c. The GIS shape files on the GSA Interactive Map for all affected notifications will be labeled with a color that clearly indicates GSA formation overlap.
6. All local agencies that are affected by overlapping notifications will remain in overlap status until the conditions stated in Water Code Section 10723.8(c) are met.
  - a. "Presumed" designation of a GSA will not proceed unless conflicting notifications are withdrawn or modified to eliminate any overlap in the areas proposed to be managed.
7. If agreement is reached involving a material change from the information in the posted notice, a new notification shall be submitted in accordance with Water Code Section 10723.8(a) and the notification will be reviewed and posted by DWR as described in this process.
  - a. A material change includes, but is not limited to: a GSA boundary revision; a change of local agencies forming the GSA; or a consolidation of local agencies or proposed GSAs through a JPA or MOA or other legal agreement.
8. If overlapping GSA formation notifications exist in a basin after June 30, 2017, then that basin is subject to probationary status by the SWRCB per Water Code Section 10735.2. In addition, the groundwater extraction reporting requirements in Water Code Section 5202 *et seq.* apply to the portions of that basin where local agencies have not been determined "presumed" GSAs.

Project No. 005  
**INYO COUNTY**  
DWR Facilitation Services Request  
Project Management and Program Coordination  
Coordination and Subcontract Management

Date: May 9, 2016

**A. DESCRIPTION OF SERVICES**

Under DWR Contract No. 4600010401, Work Order SGMP-01, MWH Americas (MWH) provides the bundle of professional services listed below to support a number of the DWR's mission-critical water resources programs.

1. Project Management
2. Strategic Planning
3. Facilitation/Mediation
4. Public Outreach
5. Program Coordination

PROJECT NO. 005 authorizes MWH to deliver to the Sustainable Groundwater Management Program (SGMA) one or more of the services listed above.

**WORK PLAN**

The purpose of this Work Order is to support DWR with providing Inyo County with facilitation services to assist in implementation of SGMA in the Owens Valley Groundwater Basin (6-12) . The task also includes general program management, quality control and transfer of knowledge.

**Tasks**

The Owens Valley Groundwater Basin has a complex history and multiple governance arrangements including those created through litigation and those existing because of jurisdictional boundaries. There are additional considerations related to multiple tribal governments having a direct interest in the GSA formation process. Because of the anticipated complexity of this task, this task order anticipates two phases of work, the first being a formal situation assessment to determine options for GSA formation and potential GSP development approaches. The second phase of work will focus on facilitation of the GSA formation process and be based on the results of the first phase of work.

Consistent with the scope of Work Order SGMP-01, MWH will conduct the following tasks under this Project.

## B. KEY FACILITATION TASKS, PHASE I – Situation Assessment

### Task 1 – Situation Assessment

Phase I includes three core tasks: Organizing, Interviews, and Reporting/Recommendations. Key activities for each task are summarized below, along with deliverables and preliminary timeframes.

#### 1) Organizing

*Preliminary Timeframe: May-June 2016*

This task includes the following activities:

- Development of a stakeholder list
- Issuance of a joint letter of introduction and invitation to participate in the assessment from Inyo County to stakeholders
- Development of an interview “script” organized in the form of key questions related to GSA formation and governance
- Scheduling of initial interviews

Interview questions will:

- Identify overarching perspectives from each key stakeholder on GSA governance; subbasin management and associated SGMA compliance; and methods to achieve groundwater sustainability consistent with SGMA requirements.
- Define the level of agreement/conflict around groundwater governance across the range of stakeholder perspectives in the subbasin.
- Evaluate experience with facilitated processes and the goals for facilitation support
- Evaluate and the potential configurations of governance and formations of GSAs and GSP development.

*Key Assumptions*

- Scheduling is dependent on confirmation of and availability of interviewees.

*Deliverables*

1. Stakeholder contact directory
2. Interview Script & Assessment Questions

*LEVEL OF EFFORT (LOE):*

Class	
Hours	

## 2) Assessment Interviews

*Preliminary Timeframe: June-July 2016 (subject to availability of stakeholders, holidays)*

This task anticipates up to 20 confidential interviews with key stakeholders, and assumes that approximately 75% of interviews will be conducted in-person. Additional input may also be obtained from surveys.

Provides for specialized coordination on Tribal interactions with the DWR Tribal liaison.

*Deliverables:*

1. Up to 20 interviews
2. Survey

*LEVEL OF EFFORT (LOE):*

Class	
Hours	

## 3) Recap and Recommendation Development

*Preliminary Timeframe: July 2016 (depending on holidays, etc.)*

This task involves synthesis and analysis of information gathered during assessment interviews. The purpose is to develop options and recommendations for GSA formation and governance for consideration by Inyo County and the other stakeholders. The report-back will be in the form of a presentation using PowerPoint (or equivalent), in two steps:

- a. Pre-briefing and dry run of a draft presentation with Inyo County to test for clarity and identify any gaps or likely questions
- b. In person presentation of PowerPoint to Inyo County, DWR and other appropriate stakeholders, with invitation issued by Inyo County.

*Deliverables:*

1. PowerPoint Presentation (draft)
2. PowerPoint Presentation (final))

*LEVEL OF EFFORT (LOE):*

Class	
Hours	

## Task 2. Project Team Coordination and Management

This task includes:

- Initial Scoping Session with Inyo County
- Weekly Coordination and team meetings with Inyo County and other agency leaders.

**LEVEL OF EFFORT (LOE):**

Class	
Hours	

**C. Assumptions**

Due to the short project timeframe, activities will be minimal. Excepting situation assessment interviews (which will be scheduled in a one week timeframe), interaction will primarily be via email and phone.

**2. MEASURES OF SUCCESS**

- Meeting all scheduled deadlines
- Confidence by non-GSA agency stakeholders that a transparent, understandable, fair and equitable approach is in place and that concerns and issues can be heard.

**3. PROJECT BUDGET**

n/a

**4. BUDGET ASSUMPTIONS**

This budget assumes:

1. All travel and other direct expenses including photocopies, meeting rooms and related items, will be billed to this contract.
2. All requested materials will be delivered via electronic format.

**5. CONTRACTOR STAFFING**

MWH will assign the individuals listed below to perform the professional-level services required in this Project. If for some reason anyone listed is unable or unavailable to perform as planned, any replacements or substitutes will be subject to prior approval by DWR.

<u>Job Classification</u>	<u>Assigned Staff (MWH)</u>
Executive Mediator/Facilitator	Lisa Beutler
SME Project Manager	Paula Butcher
Administrative Staff	Multiple, as assigned
Associate Facilitator	Multiple, as assigned



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

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

20

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** Fish and Game Budget Amendment

**DEPARTMENTAL RECOMMENDATION:**

Request your Board A) amend the Fiscal Year 2015-2016 Fish and Game Budget Unit 024200 by increasing Fish and Game Fines (*Object Code #4213*) by \$1,500 and increasing General Operating (*Object Code #5311*) by \$3,000.; and B) approve the expenditure from the Fish and Game fine fund in the amount of \$3,000 to Professional Aquaculture Services for the purchase of "100 lbs./400" catfish to be planted at Buckley Ponds There is sufficient fund balance to cover the expenditure. (4/5's vote required)

**SUMMARY DISCUSSION:**

At their October 2015 meeting the Inyo Fish and Wildlife Commission considered and approved a request from Dick Noles for up to \$3,000 to plant catfish in Buckley Ponds. At this time the Commission would like to move forward with this request and have obtained a quote from a vendor to plant 100 lbs./400 fish in Buckley Ponds. Since this expenditure was not originally budgeted or approved by your Board a Budget Amendment is also needed in order for this request to move forward.

**ALTERNATIVES:**

Your Board could choose to not fund the additional amount being requested. Staff awaits your Board's direction.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

The budget amendment will allow for the contribution as requested. There is sufficient money in the Fine Fund to accommodate this request.

**APPROVALS**

BUDGET OFFICER:	BUDGET AMENDMENTS ( <i>Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.</i> ) Approved: _____ Date _____
COUNTY COUNSEL:	AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS 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: <u>yes</u> Date <u>6/8/2016</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS ( <i>Must be reviewed and approved by the Auditor-Controller prior to submission to the Assistant Clerk of the Board.</i> ) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS ( <i>Must be reviewed and approved by the Director of Personnel Services prior to submission to the Assistant Clerk of the Board.</i> ) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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

Date: \_\_\_\_\_





INYO COUNTY  
FISH AND WILDLIFE COMMISSION

787 NORTH MAIN STREET STE 220  
BISHOP, CA 93514

COMMISSION MEMBERS  
DOUGLAS BROWN  
GARY GUNSOLLEY  
BRUCE IVY  
GARRETT McMURTRIE  
JOE PECSI

ALTERNATE MEMBER  
JOHN FREDERICKSON

REPLY TO:  
Pat Gunsolley, Secretary  
4801 Alison Lane  
Bishop, CA 93514  
pgunsolley@gmail.com

June 3, 2016

Inyo County Board of Supervisors  
P. O. Drawer N  
Independence, CA 93514

Gentlemen:

At their October 2015 meeting the Inyo Fish and Wildlife Commission considered and approved a request from Dick Noles for up to \$3,000 to plant catfish in Buckley Ponds. That request was inadvertently not conveyed to the Board of Supervisors for its approval.

In order to ensure that the catfish were suitable for planting in local waters the local office of the California Department of Fish and Game sought and obtained a quote for "100 lbs./400 fish" from Professional Aquaculture Services of Chico, California who will provide an invoice for the fish, see attached quote.

The Commission was unaware that the request did not come before the Board of Supervisors and would like to make the request at this time. A copy of the Agenda for the October, 2015 meeting where the Commission considered the request is attached for your information.

The Commission is requesting your Board take action as appropriate to consider approval of an expenditure from the Inyo Fine Fund of up to \$3,000 to be paid to Professional Aquaculture Services of Chico, California for the purchase of "100 lbs./400 catfish" to be planted at Buckley Ponds.

Sincerely,

Patricia Gunsolley, Secretary



INYO COUNTY  
FISH AND WILDLIFE COMMISSION  
407 WEST LINE STREET • BISHOP, CA 93514

COMMISSION MEMBERS  
DOUGLAS BROWN  
STEVE IVEY  
GARRETT MCMURTRIE  
JOE PECSI  
LARRY MCINTOSH

REPLY TO:

Ychelle Tillemans  
2273 Brigadoon Ave.  
Bishop, CA 93514  
760-937-3683

**AGENDA**

October 15, 2015 at 3:00 p.m.

California Department of Fish & Game Field Office, Bishop, CA

\*Note: Agenda items may be addressed out of sequence at the direction of the Chairman and/or Commission Members

**MEETING CALLED TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL-CALL** – The Commission will take a roll-call of its members to ensure there is a quorum of the Commission to conduct business as required by the Ralph M. Brown Act.

**FINANCIAL REPORT** – The Secretary will provide the current financial report.

**APPROVAL OF MINUTES** – The Commission will review Minutes from the last meeting and approve as appropriate.

**PUBLIC COMMENT** – Any member of the public may make comment to the Commission – no action is taken.

**FISH AND GAME UPDATES**

**NEW BUSINESS-**

1. Discussion and possible action on funding the signage for Borehole Springs Voles.
2. Discussion and possible action to elect new Board members.
3. Discussion and possible action on purchasing catfish for Buckley ponds-Dick Noles.

**FUTURE AGENDA ITEMS** - The Commission will discuss and provide direction to the Secretary on future Agenda items and Commission meeting dates, times and locations.

**COMMISSION REPORTS-**

**NEXT SCHEDULED MEETING** – The Commission will discuss the status of the regularly scheduled meeting.

**ADJOURNMENT**



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

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

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

**FROM:** County Administrator

**By:** Kevin D. Carunchio, Budget Officer  
Amy Shepherd, Auditor-Controller  
Denelle Carrington, Budget Analyst

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** Adoption of Modified Fiscal Year 2015-2016 Board Approved Budget as the Preliminary Budget for Fiscal Year 2016-2017

**DEPARTMENTAL RECOMMENDATION:**

Request your Board adopt the modified Fiscal Year 2015-2016 Board Approved Budget as the Preliminary Budget for Fiscal Year 2016-2017 and approve the Fixed Assets as recommended by staff (4/5's vote required).

**SUMMARY DISCUSSION:**

***Preliminary Budget***

A budget must be adopted for continuation of County operations into Fiscal Year 2016-2017. Therefore, it is the recommendation of the County Administrator that your Board adopt the Fiscal Year 2015-2016 Board Approved County Budget, modified as discussed below, as the Preliminary Budget (spending plan) for Fiscal Year 2016-2017 until your Board holds Budget Hearings and takes action to approve a Final Board Approved County Budget for Fiscal Year 2016-2017, which is expected to occur in mid-September.

The Fiscal Year 2016-2017 Preliminary Budget, which includes all Funds within your Board's purview, contains \$85,548,604 in expenditures and \$80,746,739 in revenues. Of these totals, the General Fund portions are \$52,949,826 and \$49,522,280 respectively. This assumes a General Fund Balance for the year ending June 30<sup>th</sup> of \$3,427,546. While Fund Balance will not be certified by the Auditor-Controller until September 8, 2016 the Preliminary Budget reliance on Fund Balance is somewhat misleading given the Preliminary Budget will not be close to being fully expended prior to the Final Budget being approved based on actual Fund Balance.

***Rollover List***

Approving the Preliminary Budget is necessary to keep operations going until passage of the Final Budget. As part of the Preliminary Budget approval process, your Board authorizes a list of specific expenditures that would not otherwise be included in the rollover budget but are expected to be undertaken during the "dry period". These do not increase the size of the previous year's budget. This list traditionally includes all capital and road projects currently underway, necessary contracts, fixed assets, and any other necessary and justified expenditure.

As submitted, the Preliminary Budget includes the following fixed assets, capital projects that are ongoing, and new or increased consultant services:

Budget	Budget #	Obj. Code	Amount	Description
CAO-ACO	010201	5650	\$ 20,000	Contingency/Capital Purchases
		5232	\$ 1,000	Contingency/Capital Purchases
		5265	\$ 75,000	Contracted Services
CAO Economic Development	010202	5265	\$ 38,960	Airport Engineering and Planning Services
		5265	\$ 110,000	Contracted Services
CAO Natural Resource Development	010204	5265	\$ 55,000	Contracted Services
Animal Shelter Project	010206	5700	\$ 23,340	Fencing Project
Advertising County Resources	011400	5265	\$ 31,350	Community Project Sponsorship Program (1/3 of last year's appropriation for possible summer/fall grants)
Grants In Support	011402	5516	\$ 4,750	50% of funding available for projects during Preliminary Budget
		5520	\$ 18,586	
		5521	\$ 12,258	
		5523	\$ 7,061	
		5531	\$ 3,800	
		5533	\$ 2,375	
		5537	\$ 4,750	
Public Works	011500	5265	\$ 200	Contracted Services
Computer Upgrade	011808	5232	\$ 20,000	Emergency Computer Equipment Purchases
District Attorney - Safety	022410	5024	\$ 41,219	Amount needed to pay for the Unfunded Liability for Safety Employees
Sheriff - General	022700	5232	\$ 161,372	Radio Equipment
Sheriff - General	022700	5650	\$ 12,000	Tape Backup System
Sheriff - Safety	022710	5024	\$ 316,197	Amount needed to pay for the Unfunded Liability for Safety Employees
Jail - Safety	022910	5024	\$ 128,704	Amount needed to pay for the Unfunded Liability for Safety Employees
Road	034600	4499	\$ 790,000	State Funds for Road Projects
		4552	\$ 2,200,000	Federal Funds for Road Projects
		5265	\$ 3,072,500	Trona Wildrose Upper and Lower and Contracts with Road

Road Projects - State Funded	034601	5711	\$ 10,000	Continuation of Road Projects
		5734	\$ 70,000	
		5735	\$ 200,000	
		5736	\$ 20,000	
		5738	\$ 603,000	
		5740	\$ 250,000	
		5741	\$ 25,000	
		5742	\$ 35,000	
		5743	\$ 663,100	
Health	045100	5650	\$ 30,000	Purchase of Telemedicine Equipment
Community Mental Health	045200	5650	\$ 30,000	Purchase of Telemedicine Equipment
Environmental Health	045400	4498	\$ 29,100	Grant Funding for Purchase of Vehicle
		5655	\$ 29,645	
Recycling & Waste Management	045700	5232	\$ 1,500	Replacement of cash register for the Bishop Landfill that allows for credit card payments
		5232	\$ 3,000	Purchase of Steam Cleaner
County Library	066700	5265	\$ 25,000	Backstage Contract
Parks & Recreation	076999	5232	\$ 1,935	Purchase of small trailer for moving equipment
		5232	\$ 630	Purchase of trolling motor
Independence Water Upgrade	152102	5265	\$ 19,500	Leak Repairs (There is sufficient fund balance to cover this expense)
Lone Pine Airport Improvement	150502	5124	\$ 25,000	Staff Time on project
		5700	\$ 290,000	Ongoing Construction
Indy Airport Improvement	150402	5700	\$ 243,605	Ongoing Construction
Motor Pool - Operating	200100	5281	\$ 50,000	Enterprise Contract
		5655	\$ 408,318	Vehicle Purchase
		5232	\$ 8,000	Radio Equipment
		4998	\$ 408,318	Vehicle Purchase - Operating Transfer in From Replacement Budget
Motor Pool - Replacement	200200	5801	\$ 408,318	Vehicle Purchase - Operating Transfer Out into Operating Budget
Homeland Security 15-16	623715	5232	\$ 35,022	Mobile Radio Purchase
Bishop Airport Improvement	630303	5124	\$ 35,000	Staff Time on project
		5700	\$ 1,552,510	Ongoing Construction
Dehy Park	670105	5265	\$ 25,000	Ongoing Construction
		5700	\$ 75,000	Ongoing Construction
		4555	\$ 100,000	Federal Grant Funding
Insurance Trust	011600	5158	\$ 90,000	To pay insurance Premiums due by July 30, 2016
Workers Comp	500902	5158	\$ 825,000	
Liability Trust	500903	5158	\$ 258,900	
Medical Malpractice	500904	5158	\$ 17,000	

This year's Preliminary Budget again resists inclusion of department requests for certain appropriations associated with projects and purchases which would typically (and appropriately) not be considered for funding

until the regular Budget Hearings. This affects department requests for “dry period” funding for discretionary purchases and projects, some of which have been long in the pipeline, and some that might need to be funded with categorical monies or Operating Transfers. If these projects and purchases were approved in the Preliminary Budget, they would essentially pre-empt your Board’s further consideration and budget flexibility during the Budget Hearing or approval of the Final County Budget. This is particularly important in situations when the project or purchase would need to be funded with an Operating Transfer (e.g. General Fund, Geothermal Royalties, etc.) that could be used for other budget needs once those needs were fully identified through the full budget process.

Please note this Preliminary Budget includes \$53,580 in funding for the Grants-In-Support budget which is fifty-percent of the funding included in the Fiscal Year 2015-2016 Board Approved Budget. Also, \$31,350 is designated for the Community Project Sponsorship Program consistent with the current Program Guidelines of allocating about one-third of the prior year’s budgeted amount for possibly funding a round of summer/fall grants prior to Final Budget approval in the Advertising County Resources budget in this Preliminary Budget. However, your board will be receiving a workshop on the CPSP grant award criteria and, on the basis of that discussion, the grant program guidelines could change with this money being designated for other approaches. Your Board could choose to change the appropriations in the Preliminary Budget, however, it may be advisable to wait and evaluate how this year’s budget process evolves. The amounts available for both the Advertising County Resources budget and Grants-In-Support budget will certainly be the subject of ongoing consideration throughout the budget process and can always be changed in this year’s Recommended Budget and/or Board Approved Budget.

**ALTERNATIVES:**

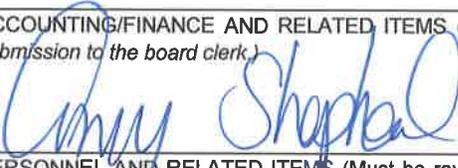
Your Board could decline to adopt the Preliminary Budget as presented, however, this is not recommended because a spending plan needs to be in place for continuation of operations prior to adoption of a Final Board Approved Budget for Fiscal Year 2016-2017. Your Board could also choose to adopt a Preliminary Budget that modifies the amounts presented here. This option is also not recommended because the Board must have a spending plan in place for Fiscal Year 2016-2017, which commences on July 1, 2016, and because your Board should conduct Budget Hearings before higher spending levels are adopted for Fiscal Year 2016-2017. Alternately, your Board could otherwise modify or reduce the rollover list and consider the eliminated item(s) as part of Fiscal Year 2016-2017 Budget Hearings.

**OTHER AGENCY INVOLVEMENT:**

As part of the Fiscal Year 2016-2017 Budget Kickoff workshop, departments were asked to submit requests regarding any fixed asset expenditures, applicable contracts, Public Works and Road projects, and other necessary expenditures for which they anticipated needing funding during the *dry period*. All requests were due by June 1, 2016. The requests (as well as some non-requests) were reviewed by the County Administrator’s Office and the Auditor-Controller’s Office as part of the preparation of the Fiscal Year 2016-2017 Preliminary Budget, and the Budget Team’s recommendation are contained herein.

**FINANCING:**

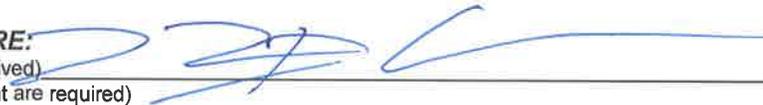
The Preliminary Budget totals approximately \$85,548,604 in expenditures and \$80,746,739 in revenues, which includes \$52,949,826 in expenditures and \$49,522,280 in revenues for the General Fund.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>   Approved: <u>AS</u> Date <u>6/9/16</u>
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: 06-08-2016



**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:** Administration - Purchasing  
 By Emma Bills, Purchasing Specialist

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** Sale of Surplus Equipment

**DEPARTMENTAL RECOMMENDATION:** Request Board: A) declare certain property surplus; B) authorize transfer thereof to other public entities and non-profit organizations, (4/5ths vote required); C) approve the public auction of County surplus equipment not claimed by those entities/organizations on June 22, 2016; and D) authorize the auction to take place at the Building and Maintenance yard located at 136 South Jackson Street, Independence. (4/5ths vote required)

**SUMMARY DISCUSSION:**

The County adopted the "Fixed Asset Policy" which allows for the sale by public auction of County equipment to the public every six months. The County currently has miscellaneous surplus items in storage (e.g., desks; chairs; printers; shelves; typewriters; computer equipment with all hard drives swiped clean or in most cases removed; etc.). This year's auction will also include a surplus Honda Riding Mower Model HT-R 3009 appx. 30 years old, which has been overhauled once. Due to expected interest from possibly multiple entities, this item will have a \$300 minimum bid amount.

On Tuesday, June 21, 2016, we will offer this surplus equipment to County Departments. On Wednesday, June 22, 2016, we will offer the surplus items that remain to other public agencies per Government Code Section 25365 and to non-profit corporations per Government Code Section 25372 from 11:00 AM to 12:00 PM. We are also requesting approval to sell the remaining surplus equipment to the public on Wednesday, June 22, 2016 from 1:00 PM to 2:00 PM. per County Code Section 6.28.040, all items in surplus and slated for sale, are valued at less than \$5,000 and not subject to the requirements of County Code Section 6.28.040. Since the Auction will not occur at the courthouse door, a 4/5ths vote is required by your board to authorize the auction to take place elsewhere.

**ALTERNATIVES:**

Your Board could elect to forego the surplus sale of County property and continue to store the items. This is not recommended, as the current storage space for surplus items is full.

**OTHER AGENCY INVOLVEMENT:**

The Maintenance Department will assist in the sale.

**FINANCING:**

None

**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.)  N/A  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>6/9/2016</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.)  N/A  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: 6-9-2016



**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:** County Administrator – Personnel

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** Request to fill vacant position and enter into personal services contract

**DEPARTMENTAL RECOMMENDATION:**

Request your Board:

1. Find, consistent with the adopted Authorized Position Review Policy:
  - a. The funding for the position comes from the General Fund and, possibly, certain Non-General Fund departments depending on job responsibilities and associated budget allocations, as certified by the County Administrator and concurred with by the Auditor-Controller;
  - b. The vacancies could possibly be filled by internal candidates meeting the qualifications for the position, however, an open recruitment is appropriate to ensure the position is filled with the best qualified candidate; and,
  - c. Approve the hiring of a Deputy County Administrator position, Range 88 (\$6,627 - \$8,053) up to a Step E; OR, a Senior Deputy County Administrator position, Range 92 (\$7,310 - \$8,885) up to Step E; depending on the qualifications of the selected candidate as determined by the County Administrator.
  - d. If necessary, as a result of the level at which the position is filled, authorize adjusting the department's authorized staffing by changing the Deputy County Administrator to a Senior Deputy County Administrator.
2. Designate and authorize the County Administrator to sign the standard personal services contract with the successful candidate for the Deputy County Administrator or Senior Deputy County Administrator position at the salary range corresponding to the level of the position(s) approved by your Board.

**SUMMARY DISCUSSION:**

The Fiscal Year 2015-2016 Manpower Report, approved by your Board as part of the Fiscal Year 2015-2016 County Budget, authorizes one (1) Deputy County Administrator position and one (1) Assistant County Administrator position. Nine-months salary savings was associated with the Deputy CAO position was identified in the Fiscal Year 210-5-2016 Budget, making April the earliest the position could be filed. I am seeking authorization from your Board to fill the vacancy with a Deputy County Administrator or a Senior Deputy County Administrator, but only if the recruitment process identifies a candidate that can make a significant and immediate contribution to County programs and services.

If approved, and a suitable candidate is identified, the position could be assigned responsibility for managing any of the program areas assigned to the County Administrator's Office depending on the experience and strengths of the successful candidate. Additionally, I will be looking toward this position to continue to assist me in preparing the County Budget and pursuing special projects and initiatives, both large and small, to enhance departmental output and the level of benefit provided to our community, your Board, and County departments. I also expect this position to work with me to actively examine the current organization of the department and make recommendations to improve efficiencies and reduce costs and/or enhance services.

The positions of Deputy, Senior Deputy, and Assistant County Administrator are excluded from the County's Personnel Merit System by Section 2.80.055 of the Inyo County Code (Personnel Merit System, Competitive Service), making the position an 'at-will' position. (Section 2.80.055 also excludes elected officials; the County Administrator; department heads appointed by your Board; the Chief Probation Officer; member of appointive boards, commissions, and committees; and temporary personnel from the County Personnel Merit System or competitive service). The contract proposed for the Deputy County Administrator, Senior Deputy County Administrator or Assistant County Administrator is essentially the same contract that your Board executes with its appointed department heads. The contract serves to better define the position's 'at-will' status by specifying the contract may be terminated by the County Administrator (as the appointing authority for the Deputy, Senior Deputy, and Assistant County Administrator positions) "without cause, and at will, for any reason" by providing 90-days written notice of such intent to terminate. The contract also serves to clarify the position (Deputy County Administrator or Senior Deputy County Administrator) is a contract position, and serves as an at-will employee for purposes of applying the Personnel Rules and Regulations of the County of Inyo.

**ALTERNATIVES:**

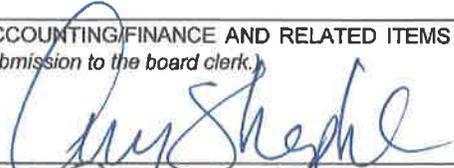
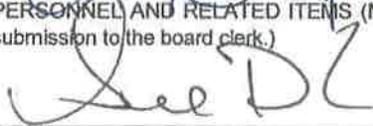
Your Board could decide not to approve filling the position, or your Board could approve filling the position only as a Deputy County Administrator position; or only as a Deputy County Administrator position up to Step E. However, none of these options is recommended. Recruiting for both the Deputy and Senior Deputy positions will allow the County to attract a larger pool of candidates, and determine if any of these can help the administer an ever-growing number of projects and services.

**OTHER AGENCY INVOLVEMENT:**

The position will function in support of your Board's priorities, all County departments, County relations with other agencies, and the community at large. The proposed contract has been developed by County Counsel.

**FINANCING:**

There is sufficient funding for the position in the remainder Fiscal Year 2015-2016 County Budget, and funding will be automatically included in the County Fiscal Year 2016-2017 Preliminary budget.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>6/10/16</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>6/9/16</u>

**DEPARTMENT HEAD SIGNATURE:** Kevin Carunchio Date: 6/9/16  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

*by See DL*



**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:** Planning Department

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** Inyo National Forest Plan Update

**RECOMMENDATION:** Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.

**SUMMARY DISCUSSION:** The Inyo National Forest (INF) is drafting an updated INF Plan.<sup>1</sup> The County and the Forest Service have entered into a Memorandum of Understanding designating the County as a Cooperating Agency in developing the Plan, and staff will report on recent activities arising out of its responsibilities in regards thereto. Input from the Board is requested to guide staff in future coordination efforts with Forest Service staff.

**OTHER AGENCY INVOLVEMENT:** Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; Town of Mammoth Lakes and City of Bishop; other interested persons and organizations.

**FINANCING:** General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
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: 5-27-16

<sup>1</sup> Refer to <http://inyoplanning.org/InyoNationalForest.htm> for more information about the County's participation in the Plan Update/Revision.



**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:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** Renewable Energy Transmission Initiative 2.0

**DEPARTMENTAL RECOMMENDATION:** Receive a presentation from staff regarding the Renewable Energy Transmission Initiative 2.0 and provide direction.

**SUMMARY DISCUSSION:** In August of last year the California Energy Commission (CEC), California Public Utilities (CPUC), and California Independent System Operator (CalISO) initiated the Renewable Energy Transmission Initiative (RETI) 2.0.<sup>1</sup> This new planning effort – a follow-up to the 2008 RETI (now known as RETI 1.0) – is intended to help achieve the State's current climate and policy goals, a variety of legislative proposals, and the Governor's Executive Order B-30-15 that calls for a 40 percent reduction in greenhouse gas (GHG) emissions below 1990 levels by 2030. Two elements to achieve these goals include (1) producing 50 percent of the State's electricity from renewable resources and (2) electrifying the vehicle fleet, which in turn will require new investments in transmission. The schedule is focused on foundational work in early 2016, with more detailed discussions of resource/transmission combinations occurring now, and a final report scheduled for later in 2016. It appears as if preliminary recommendations may begin to form in late June.

Late last year a Plenary Group and two subcommittees were formed to provide input to the CEC, CPUC, and CalISO, and Brian Turner was designated as the RETI 2.0 Project Director. Through workshops the Plenary Group directs stakeholder processes. The two subgroups are (1) the Environmental and Land Use Technical Group (ELUTG) and the (2) Transmission Technical Input Group (TTIG). The ELUTG is being led by the CEC in close coordination with the Renewable Energy Action Team (REAT) and other agencies with relevant environmental and land use expertise. The TTIG assembles relevant in-state and west-wide transmission capability and upgrade cost information to inform resource development conversations on reasonably-needed transmission system implications and assists in the developing potential corridor scenarios.

The various groups have been reviewing available information, including case studies and a variety of renewable energy generation and supply/demand models.

- Focus seems to be on renewable energy generation in the Central Valley, west Mojave, and Sonoran desert.
- The anticipated increasing effect of drought appears to be leading towards emphasis on non-hydro resources.

<sup>1</sup> Refer to <http://www.inyoplanning.org/RenewableProjects-Other.htm> for past Agenda Requests Forms regarding RETI 2.0. Refer also to the CEC's project website at <http://www.energy.ca.gov/reti/>.

- Diablo Canyon is planned to decommissioned, which will leave no nuclear power in the State, thereby stressing the reliability of the system due to the loss of this base load.
- Reduced coal generation further to the east appears to be opening up transmission capacity.
- Some interest appears to revolve around local transmission and geothermal resources.

The following summarizes a modest selection of the themes being studied:

***Environmental Sustainability:*** It is estimated that a 50-percent renewables portfolio with a low impact to important natural areas can be achieved at a cost premium of two percent or less. Environmental constraints increase geographic diversity. It is postulated that solar photovoltaic (PV) land impacts can be largely avoided.

***Low Carbon Grid:*** Modeling results indicate that achieving a 50-percent carbon reduction below 2012 levels is possible by 2030 with relatively limited excess capacity (i.e., curtailment) if institutional frameworks are flexible. Less flexible frameworks and a less diverse generation portfolio could cause higher curtailment, operational costs, and carbon emissions. Critical components of enhanced flexibility include the following: real-time carbon accounting for dispatch; unit commitment as well as procurement and planning; technologically and geographically diverse renewable energy portfolio including grid-scale PV solar, rooftop solar, regional wind, geothermal, biomass, and concentrating solar power with thermal storage; bulk storage benefits shared across multiple balancing authorities and utilities; essential reliability services provided by non-thermal resources; strategic dispatch of natural gas resources and staggered quick starts to prevent idling and ramping, and; increased flexibility in unbundled renewable energy credit accounting without new legislation, enabling optimal sub-hourly dispatch. Topics for reform include the use of the Renewable Portfolio Standard (RPS) Calculator as the exclusive State resource planning tool, carbon accounting rules, integrating the Department of Water Resources hydro system into the grid, developing a robust, mutually beneficial trading pattern between and among the various balancing authorities, and expansion of CallSO regionally.

***Utility Planning:*** Utilities in the State have been reporting their planning activities to the Plenary Group. Of particular interest to Inyo County is the City of Los Angeles' 2015 Power Integrated Resource Plan (IRP), which reports to serve as a comprehensive 20 year roadmap to guide the City's efforts to supply reliable electricity in an environmentally responsible and cost effective manner. The 2015 IRP analyzes various scenarios that investigated the economic and environmental impact of increased solar in Los Angeles, various levels of transportation electrification, etc. Updates include an increased RPS of 50 percent by 2030, sale of the City's share in the coal-fired Navajo Generating Station, specific renewable energy projects (particularly in light of planned divesture in coal energy sources), renewable energy penetration mitigation, energy efficiency, and managing potential natural gas price volatility. Infrastructure in the Owens Valley is discussed, but no mention of local new projects is discernable. Transmission upgrades with potential relevance include the Barren Ridge Renewable Transmission Project and the Pacific Direct Current Intertie Upgrade.

***Transmission Assessment Focus Areas (e.g., Super CREZs):*** The Competitive Renewable Energy Zones (CREZ) from RETI 1.0 have been updated and focused on much larger areas known as Super CREZs: Lassen and Round Mountain, Sacramento River, Central Valley North

and Los Banos, Solano, Westlands, Mountain Pass and El Dorado, Tehachapi, Kramer and Inyokern, Riverside East and Palm Springs, and Greater Imperial.

**Flexible Power System:** A flexible grid addresses predictable and unpredictable variability created by renewables – increased integration can increase resilience. As grid flexibility becomes more desirable, easier less costly solutions (e.g., improved operations, demand response, etc.) are adapted first, with more expensive options later (storage, fast-ramping supply, etc.). Curtailment becomes apparent in the mid-day when solar resources tend to rise before peak demand in the late afternoon and early evening – flexibility is key to reducing curtailment. California, New Mexico, and Wyoming wind resources appear to be complimentary. Excess energy can be a competitive advantage for California (e.g., desalinization, data processing, electric vehicles, air gassing, etc.). Solar energy can also be exported eastward when demand is highest but solar energy has declined. Coal retirements can be exploited by utilizing soon-to-be excess capacity on the transmission grid.

**Resource Values:** Low cost solar is ubiquitous, but does raise long-term integration challenges. Many options are available, but resource and technology diversity and exports are among the cheapest. Determining environmental feasibility and transmission access for remaining in-State wind may be a priority. Geothermal may offer important benefits by 2030, but costs and benefits need further work – transmission access is one important component. Environmental and land use constraints tend to favor in-State solar and out-of-State wind. Broad support exists for further assessment of out-of-State resources, particularly for high-quality, low-cost resources with complementary profiles. Unfortunately, quality and timeliness of out-of-State data does not match in-State data, and options for access by existing transmission is largely un-assessed.

**Transmission Capability.** Several new transmission lines have been constructed and several more are under development. Sufficient capacity appears to be available to meet the 33-percent RPS, but not a 50-percent RPS. Capacity on out-of-State transmission will limit renewable imports into California. Out of state resources appear technically viable to achieve, but can be constrained by the transfer capability into California at the interconnection point. Currently, it appears that reaching the 50-percent RPS under low demand conditions could entail modest renewables expansion by 2030. However, reaching 2030 GHG goals, on track to 2050 goals, raises important crosssector effects that could increase both total electricity sector demand and decarbonization needs substantially. The range of renewables needed by 2030 could range from 25,000 gigawatt hours (GWh) – for low load and 50-percent RPS – to over 100,000 GWh – for high load and 60-percent renewables. In capacity terms, this equates to a range of: seven to 31 GW of capacity if assuming an average 40-percent capacity factor, and 9.4 to 41 GW of capacity at a 30-percent average capacity factor. The Western RPS renewables demand and supply appears roughly in balance, but market forces, new RPS targets, Clean Power Plan, and other forces may increase demand substantially.

**Modeling Supply and Demand:** A high-demand case includes higher economic and demographic growth, higher climate change impacts, more electric vehicles with less self-generation, and lower electricity rates. A low-demand case includes lower economic and demographic growth, no climate change impacts, fewer electric vehicles with more self-generation, and higher electricity rates. How energy efficiency requirements are implemented will impact demand. On the supply side, biogas begins to replace natural gas, coal is retired, nuclear energy is uncertain, and other renewable energy sources increase.

**Western Interconnection:** The Western Electric Coordinating Committee (WECC) is a non-profit corporation that exists to assure a reliable Bulk Electric System in the geographic area known as the Western Interconnection – Alberta and British Columbia, all or parts of the 14 Western states, and northern Baja California. WECC has been approved by the Federal Energy Regulatory Commission (FERC) as the Regional Entity for the Western Interconnection. WECC's Transmission Expansion Planning Policy Committee (TEPPC) plans for transmission upgrades to accommodate demand. Current trends in the system include increasing population, retirement of coal, increasing natural gas and renewable energy, and energy efficiency.

**OTHER AGENCY INVOLVEMENT:** Numerous potentially affected agencies and stakeholders, such as the CEC, CPUC, CalISO, Bureau of Land Management, Department of Defense, National Park Service, other counties, and other interested individuals and organizations.

**FINANCING:** General funds are utilized to monitor State planning efforts.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
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: 6/6/16



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
26

- Consent       Departmental       Correspondence Action       Public Hearing  
 Scheduled Time for 11:45 a.m.       Closed Session       Informational

**FROM:** Inyo County Board of Supervisors

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** Zone Reclassification No. 2015-02/Inyo County Eastern California Museum

**DEPARTMENTAL RECOMMENDATION:**

Request the Board of Supervisors:

Enact an Ordinance entitled: An Ordinance of the Board of Supervisors of the County of Inyo, State of California, approving Zone Reclassification No. 2015-02/ Inyo County Eastern California Museum and Amending the Zoning Map of the County of Inyo by Rezoning a 9.4-acre Parcel Located at 155 North Grant Street (APN 022-140-16 & 022-140-31) in the community of Independence from Open Space with a Forty-Acre Minimum (OS-40) to Public (P).

**SUMMARY DISCUSSION:**

On June 7, 2016 the Inyo County Board of Supervisors approved General Plan Amendment No. 2015-02/Inyo County Eastern California Museum and Zone Reclassification No. 2015-02/ Inyo County Eastern California Museum. These actions would allow for an Engine House/Operational Exhibit and provided uniform zoning across the Inyo County Eastern California Museum parcel and Project area. The Board waived the first reading of the Ordinance for this project, scheduling its enactment for today's meeting.

Staff recommends enactment of the Ordinance rezoning the property from Open Space with a Forty-Acre Minimum (OS-40) to Public (P).

**ALTERNATIVES:**

- Do NOT approve the requested actions.
- Return to staff with direction

**OTHER AGENCY INVOLVEMENT:**

- Los Angeles Department of Water & Power
- Inyo County Department of Building & Safety

**FINANCING:**

Cost to process this Zone Reclassification is funded by the Inyo County Planning Department and Inyo County Public Works.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
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: 5/26/16

Exhibit:  
1.) Ordinance

EXHIBIT "2"

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2015-02/INYO COUNTY EASTERN CALIFORNIA MUSEUM AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO BY REZONING A 9.4-ACRE PARCEL LOCATED AT 155 NORTH GRANT STREET (APN 022-140-16 & 022-140-31) IN THE COMMUNITY OF INDEPENDENCE FROM OPEN SPACE WITH A FORTY-ACRE MINIMUM (OS-40) TO PUBLIC (P).**

The Board of Supervisors of the County of Inyo ordains as follows:

**SECTION I: AUTHORITY**

This Ordinance is enacted pursuant to the police power of the Board and Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establish the procedure for the Board of Supervisors to enact changes to the Zoning Ordinance of the County, set forth in Title 18 of said code. The Board of Supervisors is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

**SECTION II: FINDINGS**

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearing held on this matter, this Board finds as follows:

- (1) In accordance with Inyo County Code Section 18.81.320, Inyo County Eastern California Museum applied to the Inyo County Planning Commission to have the zoning map of the County of Inyo amended from Open Space with a Forty-Acre Minimum (OS-40) to Public (P) on a property in the community of Independence (APN 022-140-16 & 022-140-31), as described in Section III of this Ordinance.
- (2) On March 23, 2016, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification No. 2015-02/Inyo County Eastern California Museum, following which the Commission made various findings and recommended that this Board amend Title 18, to rezone the property described in Section III of this Ordinance from Open Space with a Forty-Acre Minimum (OS-40) to Public (P).
- (3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.
- (4) The proposed Zone Reclassification is consistent with the goals, policies, and implementation measures in the Inyo County General Plan, including the proposed General Plan Amendment.

EXHIBIT "2"

- (5) The proposed actions will act to provided uniform designation across the Inyo County Eastern California Museum and Project area.

**SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED**

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on the 9.4-acre Lease located at 155 North Grant Street (APN 022-140-16 & 022-140-31) in the community of Independence is changed from Open Space with a Forty-Acre Minimum (OS-40) to Public (P) as illustrated on attached Zoning Reclassification Area Map

**SECTION IV: EFFECTIVE DATE**

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

**PASSED AND ADOPTED THIS 14<sup>th</sup> DAY OF JUNE, 2016.**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

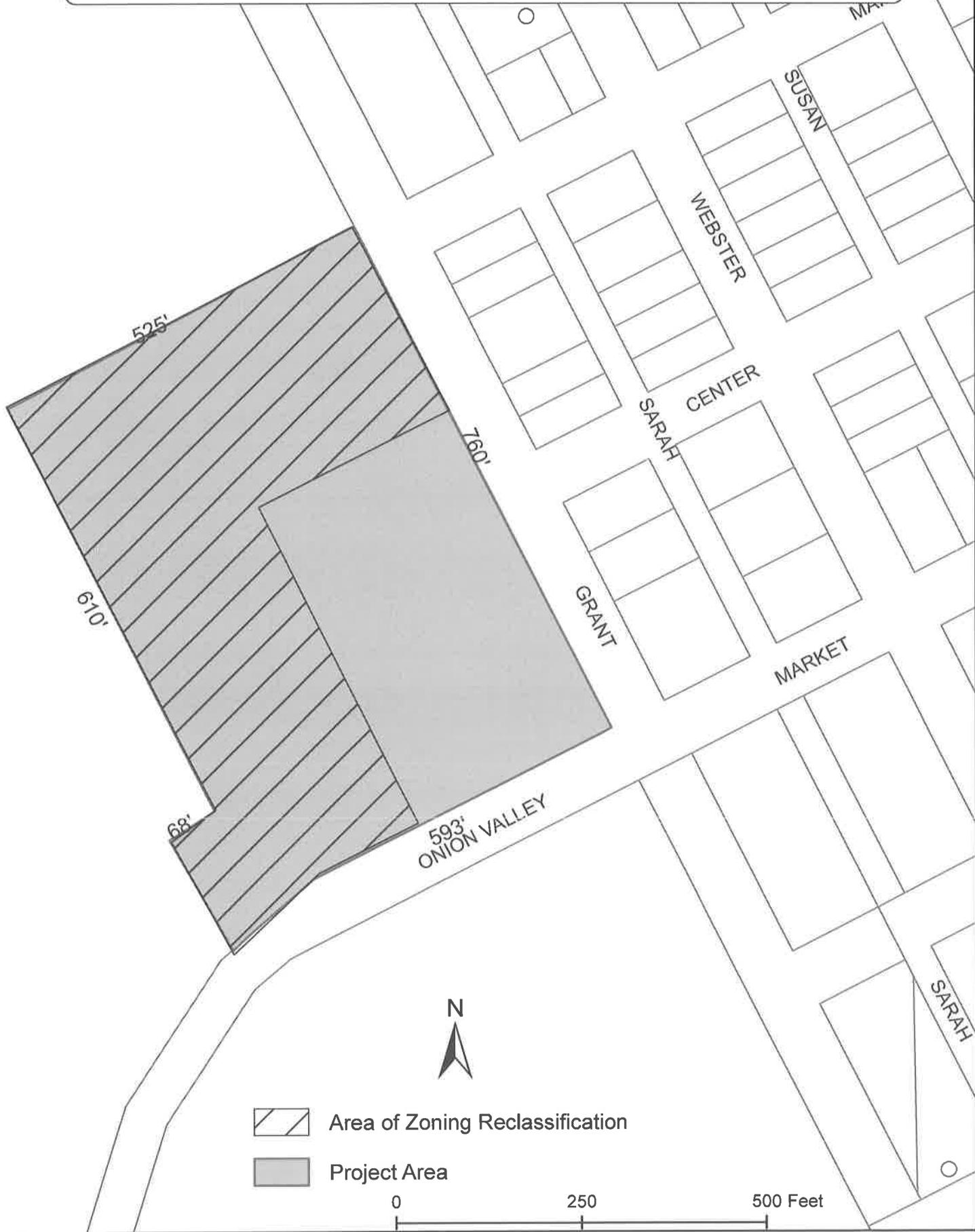
\_\_\_\_\_  
Jeff Griffiths, Chairperson  
Inyo County Board of Supervisors

ATTEST:  
Kevin Carunchio  
Clerk of the Board

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

Attachment: Zoning Reclassification Area Map

Zoning Reclassification Area Map  
Zoning Reclassification No. 2015-02/Eastern California Museum



-  Area of Zoning Reclassification
-  Project Area

0 250 500 Feet



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

For Clerk's Use Only:  
AGENDA NUMBER

**28**

Consent     Departmental     Correspondence Action     Public Hearing  
X Scheduled Time for 2:00 p.m.     Closed Session     Informational

**FROM:** Fourth District Supervisor Mark Tillemans

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** Presentation from the Big Pine Paiute Tribe regarding a Tribal Perspective on Water Conservation

**DEPARTMENTAL RECOMMENDATION:**

Request our Board receive a presentation from the Big Pine Paiute Tribe regarding a Tribal Perspective on Water Conservation

**SUMMARY DISCUSSION:**

Our Board has held numerous public forums to discuss water issues in the Owens Valley. Our Talking Water Workshops have provided an opportunity for our community to share ideas and concerns about water-related issues with our Board in a positive, open-minded, and constructive environment. I was recently approached by representatives of the Big Pine Paiute Tribe who expressed a desire to make a presentation to our Board on their tribal perspective on water conservation and, in the spirit of the Talking Water Workshops, I am bringing this presentation forward.

A copy of the framework for the Tribe's presentation is attached.

**ALTERNATIVES:**

N/A

**OTHER AGENCY INVOLVEMENT:**

Big Pine Paiute Tribe

**FINANCING:**

There is no cost associated with this presentation.

**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: 6/19/16

# Tribal Water Workshop Presentation Framework

## History

### *Emphasis of how water and land were perceived by our people*

Ask a Big Pine Tribal member to identify a resource (plant, animal, mountain, etc.) that best symbolizes the Tribe's values, and inevitably *water* is the answer. Our ancestors lived sustainably with this Earth, which is why the people and culture endured for thousands of years. In practicing a respectful approach to resource acquisition, the air, water and land-- including ta nüümü, plants, and animals -- were protected for all future generations. Resources were not merely for the benefit of the human race, but for the benefit of the entire ecosystem. We recognized that the well-being of all species within our area were a benefit to our existence and our actions led to strengthening the resiliency of the regional environment for all. In addition, our Paiute ancestors learned to use the water available from mountain snowmelt which fed streams and springs to irrigate lands and spread more life. We lived in a land of little rain, which had an abundance of water and life.

### *Collision of two different worldviews disrupts access to resources*

When people of European descent began arriving in Owens Valley in the mid nineteenth century, they entered the lands of the Paiute people, who had been subsisting on the varied resources of the region since time immemorial. The early explorers, prospectors, and settlers commented that the indigenous people appeared to be thriving, and they were particularly impressed with the elaborate irrigation systems that were in place up and down the valley.

The belief systems and lifeways of Euro American settlers viewed individual ownership of land and control of water as their human rights, which is a perspective in sharp contrast with the collective approach to resource use which was necessary for survival of Native Americans. As a result, settlers readily commandeered the existing Paiute waterworks, and if needed, reworked portions to direct water to their newly established homesteads. These and other actions inevitably resulted in significant conflict between the newcomers and the original inhabitants.

### *Resultant battles over resources*

The settlers began using the area's water for their own purposes, and they didn't necessarily leave water for people downstream. As a result, the seed lands and places where tribal people gathered food began to dry up. Introduced livestock was allowed to roam and forage directly on indigenous plant foods, and these domesticated animals displaced the native animal species our ancestors also relied on for sustenance. As a result, the Native people were forced to take livestock and do other things to stay alive, which the newcomers regarded as unacceptable. The Paiutes' ways of procurement had been abruptly -- perhaps thoughtlessly, but nevertheless permanently -- altered, and thus began battles for survival, because survival depends on access to sufficient resources.

### *Ultimate march to Fort Tejon*

The Paiute were starving due to the settlers' appropriation of resources. This led to fights between the settlers and the Paiute. The U. S. cavalry came to assist the settlers, and they used a variety of methods in a concerted campaign to destroy the Paiute. Their efforts culminated in a forced march in 1863, where the military escorted the valley's original inhabitants out of their homeland for resettlement in the central valley. Most

Paiute subsequently returned to Owens Valley, but by then, the irrigation infrastructure was controlled by another culture, and the Paiute way of life was gone forever.

### *Continued loss of resources through LADWP*

When LADWP came to export Owens Valley water, they did so with the same perspective that the settlers brought with them. That perspective led LADWP to buy property and move water to the City of Los Angeles. This continued the progression of environmental and cultural injustices to the area and the Paiute people in particular.

### *Current Water Situation in California*

Rather than learn about the sustainable resource management systems of the people they displaced, Euro Americans imposed approaches to resource use and infrastructure that are inconsistent with California's climate and landscape. Southern California has been transformed into a large, consumptive metropolis which requires resources from a vast territory beyond its actual boundaries to maintain its existence. Los Angeles has prospered at a huge cost to Owens Valley. Up until recently, LA had managed to delay paying the costs for their exploitation, or had them subsidized, but as the Earth's resources become limited and strained, even LA is confronting some significant costs of their consumption, such as paying for dust abatement at Owens Lake.

The current drought has shown how vulnerable Southern California is to environmental conditions. A number of predictions and models suggest the current drought could persist indefinitely, or even worsen. Many are aware that technologies exist to better distribute and provide valuable water resources. If a cry from the exploited people and lands of Owens Valley can hurry along the switch to sustainable resource management, we all would be better for it.

## **Water Management in the Big Pine Area**

### *Surface water practices*

Big Pine Creek at one time fanned out where it met the valley floor, replenishing the shallow aquifer and providing abundant water for the community. The picture on the right was taken in 1931. It shows a healthy creek flowing through the town of Big Pine. Now, Big Pine Creek has been straightened and channelized so that it can be managed like a drain leading directly to Owens River and the LA

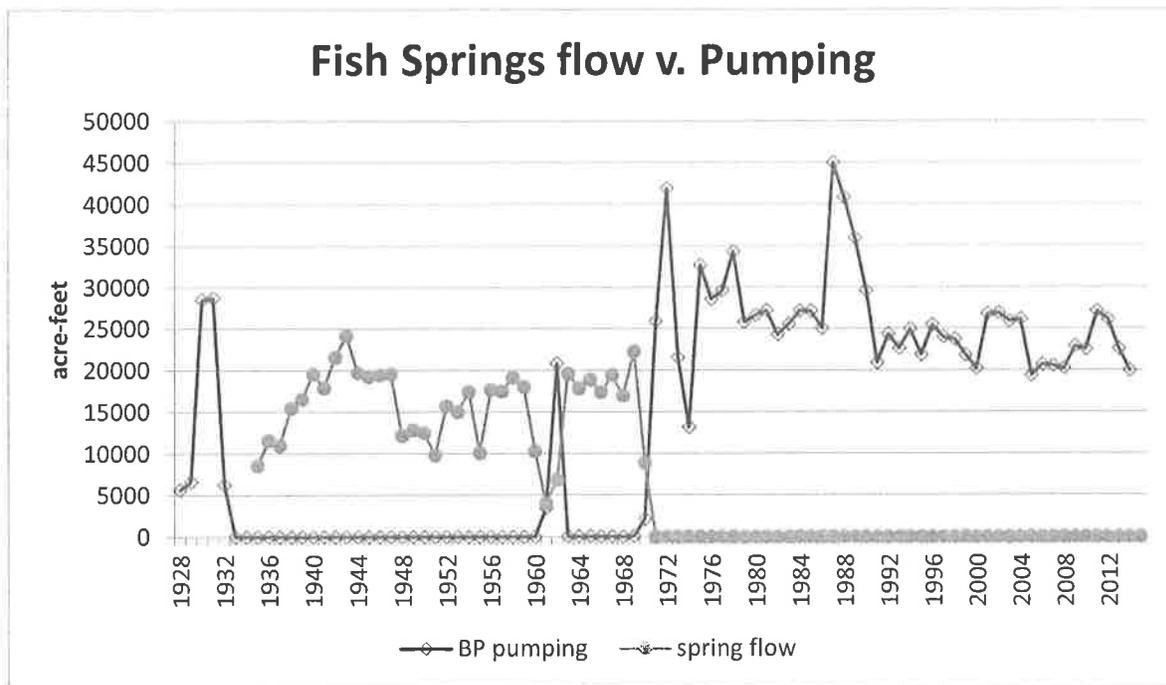


Aqueduct. Also, a significant portion of Big Pine Creek flow is diverted and moved around the town of Big Pine through the Giroux ditch to Baker Creek in order to avoid providing water for Big Pine uses.

*LADWP pumping of water in the Big Pine Wellfield*

The Tribe is seriously concerned about LADWP’s lack of sustainable water management in Owens Valley. LADWP tapped into the (hydrologically closed) Owens River basin in the early twentieth century and diverted all of the valley’s surface water. This resulted in the loss of Owens Lake. Groundwater pumping for export began in earnest in 1970 with the second barrel of the LA Aqueduct. Some pumps, such as those located at Fish Springs in the Big Pine area, have been operating continuously since 1970, and because their rate of pumping far exceeds natural recharge, sustainable groundwater management is not being achieved in the Big Pine area. LADWP has pumped over 1.15 million acre-feet from the Big Pine area since 1970. The water table beneath the Big Pine Indian Reservation is severely depressed and continues to decline; some monitoring wells have gone dry at 100 feet below the ground level.

The Big Pine Wellfield is the most pumped wellfield in Owens Valley. On average, LADWP pumps the equivalent of 6.5 billion gallons of water every year.



Pumping by the City of Los Angeles in the Big Pine area, 1928-2014, versus natural spring flow from Fish Springs. All values are in acre-feet. When first measured in the 1930s, spring flow appeared to be recovering from pumping that occurred in the 1920s. Pumping which began in the 1970s has dried up Fish Springs.

*Resultant issues*

The Owens Valley is the victim of monumental environmental injustice resulting from our status as an extractive resources colony of the City of Los Angeles. The effects of LADWP’s draining of Owens Valley are well known, and in addition to the taking of one of the state’s largest lakes, the effects include the drying of springs, wetlands and riparian areas, lowered groundwater tables, loss of meadow, loss of animal habitat, increased soil erosion and blowing dust, increased vulnerability to wildfire, loss of livestock forage, adverse

effects to human health due to dust, displacement of people, and excessive constraints on economic opportunity. In addition, LADWP's presence and dominance takes a constant toll on tribal people and all communities. It is difficult to foster healthy communities when residents are excluded from a sense of reasonable control of their future. Many of us live in fear of intimidation or retaliation from the DWP. Healthy communities are characterized by stable, well-managed, sustainable resources, but our water and lands are not managed for the residents. In healthy communities, people feel empowered and are encouraged to participate in decisions affecting resources and people take pride in their history, cultural diversity, and unique physical and biological features. Sadly, communities in Owens Valley cannot achieve their potential, and to outside observers, we show signs of a distressed and dying place. Although the Tribe feels our people will persevere through the difficulties that lie ahead, we also realize it does not need to be this way.

## **Ideas for Helping Situation**

The Tribe respectfully requests the Inyo County Board of Supervisors consider discussions with the Tribe aimed at addressing the following concerns:

### **Conduct hydrologic assessment for recovery of groundwater tables**

Data show that, throughout Owens Valley, pumping is not being managed to recover water tables to baseline levels. Recovery of the water table is the first step to assessing the damage done to vegetation and other life forms dependent on groundwater in the face of prolonged water deprivation. Approaches exist, such as modeling tools, which could provide valuable insight into actions which could be taken to recover water tables then manage them sustainably in the future.

### **Development of Big Pine Water Balance**

Big Pine Creek is the second largest tributary to Owens River (Bishop Creek is first), yet the creek is a mere trickle through the town of Big Pine and Reservation. A full accounting needs to be performed of the flows in, diversions from, and returns to Big Pine Creek. With this understanding, it may be easier to allocate water resources equitably throughout our watershed. An assessment is needed of the current water balance, and where information is lacking, the gaps need to be closed.

### **Timely data flow from DWP to County to Public in an accessible format**

Our communities depend on water, but in Big Pine (and other places) nearly every drop is controlled by LADWP operations. LADWP operations are not transparent to residents, and requests for data result in a ridiculous amount of bureaucratic gobbledegook, which effectively discourages the public and often results in no data being transmitted. Current technology allows data on flows or water levels to be made available in real time, and LADWP should procure and distribute all data in a timely manner such that problems or inconsistencies may be addressed. Everyone has a stake in ensuring water is managed appropriately; problems with management should not be due to lack of access to information.

### **Determine value of hatcheries for Inyo County**

The Big Pine Reservation is adversely affected by tremendous volumes of water pumped at the Fish Springs Hatchery (see the above graph). The Tribe desires an open and honest discussion of

hatchery operations, with the goal of making recommendations for improved resource management.

#### Inclusion of LADWP lands in the Sustainable Groundwater Management Act

When California's long-overdue Sustainable Groundwater Management Act (SGMA) was signed into law in 2014, it unfortunately included three lines of text which effectively destroyed hope for improved groundwater management in Owens Valley. Because the Owens Valley groundwater basin underlying LADWP-owned land is exempt from the law, Owens Valley groundwater will continue to be managed on its current unsustainable course, and eligible stakeholders such as the Tribe will not have any meaningful ability to alter the trajectory. The Tribe would like to see the unfair exemption from SGMA overturned.

# Big Pine Wellfield

