

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.

May 15, 2018

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

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – County of Inyo v. Los Angeles Department of Water and Power, Inyo County Superior Court Case No. SICVCV 18-61899 (Well 385).**
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS [Pursuant to Government Code §54956.8] –** Property: APN 010-490-12, Bishop, California. Agency Negotiators: Kevin Carunchio, County Administrator, and Marshall Rudolph, County Counsel. Negotiating parties: Inyo County and Inyo County Development LLC. Under negotiations: price and terms of payment.
4. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] –** Employee 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); IHSS Workers; 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, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

OPEN SESSION (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

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

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
8. **PROCLAMATION – Supervisor Jeff Griffiths/Veterans Service Office** – Request Board approve a proclamation titled, "A Proclamation of the County of Inyo, State of California Declaring May 2018 National Military Appreciation Month in Inyo County."

COUNTY ADMINISTRATOR

9. **Motor Pool** – Request Board: A) declare the vehicles and equipment identified in Exhibit A as surplus; B) authorize Motor Pool to offer the vehicles and equipment for sale utilizing the Public Surplus auction site; and C) authorize Motor Pool to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another auctioneer for the removal and sale of any vehicles remaining unsold after the Public Surplus process.
10. **Motor Pool** – Request Board award a contract to Bishop Ford in the amount of \$213,708.18 for the purchase of six (6) 2018 Ford Police Interceptor Utilities and approve a purchase order to Bishop Ford in the amount of \$213,708.18.
11. **Personnel** – Request Board consider authorizing the County Administrator to sign an Agreement between the County of Inyo and CPS HR Consulting for Employee Engagement Services, in an amount not to exceed \$33,450 for the term May 15, 2018 through June 30, 2019, contingent on refinements to Employee Engagement Survey Services Proposal and all required signatures being obtained on associated Agreement.

PROBATION

12. Request Board approve Amendment No. 2 to the agreement between the County of Inyo and County of Tulare, extending the term by one year, effective July 1, 2018 and expiring June 30, 2019, and authorize the Chairperson to sign.

PUBLIC WORKS

13. Request Board: A) approve a resolution titled, “A Resolution of the Board of Supervisors, County of Inyo, State of California, Annual Certification of the 2017 Maintained Mileage Log;” and B) authorize the Public Works Department to file the resolution with the District 9 Office of the State of California Department of Transportation.

SHERIFF’S DEPARTMENT

14. Request Board: A) declare Lexipol of Irvine, CA a sole-source provider of policy manual cross-reference services; and B) approve the purchase of the Lexipol In-Custody Manual Cross Reference in an amount not to exceed \$3,170, increasing the Sheriff’s Department’s purchasing authority with Lexipol for Fiscal Year 2017-2018 to an amount not to exceed \$12,620.
15. Request Board: A) declare Siemens Industry, Inc. of Fresno, CA a sole-source provider of fire and safety equipment maintenance services; B) approve a three-year contract between the County of Inyo and Siemens Industry, Inc. for the provision of maintenance of fire and safety equipment in an amount not to exceed \$70,710 for the period of July 1, 2018 to June 30, 2021, contingent upon the Board’s adoption of future budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

16. **PLANNING** – Request Board: A) receive a presentation from Death Valley National Park staff on the Draft Saline Valley Warm Springs Management Plan and Draft Environmental Impact Statement (DEIS); B) receive a review by Planning staff on the comments previously submitted by the County and how they relate to the DEIS; and C) provide direction to submit comments on the Draft Management Plan and DEIS.
17. **WATER DEPARTMENT** – Request Board provide direction to the County’s Inyo-Los Angeles Standing Committee representatives for the Standing Committee meeting scheduled for May 31, 2018 at the John Ferraro Building in Los Angeles.
18. **WATER DEPARTMENT** – Request Board: A) resolve (by approving Resolution No. 2018-26) to withdraw Inyo County’s status as a Groundwater Sustainability Agency in the Owens Valley Groundwater Basin contingent on other GSAs within the Basin also rescinding their GSA status, and acceptance by the Department of Water Resources of the Owens Valley Groundwater Authority as the exclusive GSA for the Basin; and B) sign a joint

letter to the California Department of Water Resources to be signed by the four existing GSAs in the Basin indicating that they collectively are GSAs for the entire Basin, they are each members of the OVGA and support the OVGA's intention to become the GSA for the Basin, they jointly agree this is a non-material change to their respective boundaries, and have adopted resolutions with these findings.

19. **COUNTY ADMINISTRATOR – Personnel/CLERK-RECORDER-REGISTRAR OF VOTERS/AUDITOR-CONTROLLER/COUNTY COUNSEL** – Request Board review and approve the County of Inyo Election Worker Policy.
20. **CLERK-RECORDER-REGISTRAR OF VOTERS** – Request Board conduct a follow-up workshop on Inyo County's new voting system.
21. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
22. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
23. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.
24. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Gully Washer Emergency" that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
25. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

TIMED ITEMS (Items will not be considered before scheduled time but may be considered any time after the scheduled time)

- 11:45 a.m. 26. **PROCLAMATION** – Request Board approve and present to Inyo County Superior Court Judge Dean Stout a ceremonial proclamation recognizing his career and achievements, in honor of his upcoming retirement.

Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board's discretion, including before scheduled timed items.

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

27. **PUBLIC COMMENT**

CORRESPONDENCE – INFORMATIONAL

28. **Inyo County Sheriff** – Sheriff's Department and Jail overtime reports for March 2018.

BOARD MEMBER AND STAFF REPORTS



**PROCLAMATION
OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
DECLARING MAY 2018
NATIONAL MILITARY APPRECIATION
MONTH IN INYO COUNTY**

8



WHEREAS, *The freedom and security that citizens of the United States enjoy today are direct results of the bloodshed and continued vigilance given by the United States Armed Forces over the history of our great nation; and*

WHEREAS, *the sacrifices that such members of the United States Armed Forces and of the family members that support them, have preserved the liberties that have enriched this nation making it unique in the world community; and*

WHEREAS, *the United States Congress, in 2004, passed a resolution proclaiming May as National Military Appreciation Month, calling all Americans to remember those who gave their lives in defense of freedom and to honor the men and women of all of our Armed Services who have served and are now serving our Country, together with their families; and*

WHEREAS, *the months of May and June were selected for this display of patriotism because during these months, we celebrate Victory in Europe (VE) Day, Military Spouse Day, Loyalty Day, Armed Forces Day/Week, National Day of Prayer, Memorial Day, Navy Day, Army Day and Flag Day.*

NOW, THEREFORE, *in recognition of the sacrifices of our veterans and active duty military, their widows, orphans, dependents and families, the County of Inyo Board of Supervisors does hereby proclaim May 2018 as a special time to show appreciation for the U.S. Military and declares it National Military Appreciation Month in the County of Inyo and encourages all citizens to join in showing their gratitude by the appropriate display of flags and ribbons during the designated period and to wear red on Fridays to Remember Everyone Deployed (R.E.D.).*

PASSED AND PROCLAIMED this 15th day of May 2018 by the County of Inyo Board of Supervisors.

Chairperson, County of Inyo Board of Supervisors

Attest: KEVIN D. CARUNCHIO

Clerk of the Board

By: _____

Assistant Clerk of the Board



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: Motor Pool

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: Request to Dispose of Surplus Motor Pool Vehicles and Recycling Waste Management Equipment

DEPARTMENTAL RECOMMENDATION:

Request that your Board, A) declare the vehicles and equipment identified in Exhibit A as surplus, B) authorize Motor Pool to offer the vehicles and equipment for sale utilizing the Public Surplus auction site and C) authorize Motor Pool to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another auctioneer for the removal and sale of any vehicles remaining unsold after the Public Surplus process.

SUMMARY DISCUSSION:

In 2015 your Board approved a comprehensive vehicle acquisition process utilizing Enterprise Fleet Management. Most County Motor Pool vehicles are now being leased through Enterprise. At the end of their useful life, the vehicles will be auctioned by Enterprise and the proceeds credited to the County.

Fully transitioning to the Enterprise model will take several years. Until then, the Public Surplus online auction site has proved to be a very successful and efficient way to find buyers for vehicles the County owns. Therefore, the department is requesting your Board's approval to continue to use the site.

In addition to the Motor Pool vehicles being removed from service, the Recycling & Waste Management Department has identified several pieces of equipment no longer needed and ready to be surplus. There is also one vehicle assigned to Public Works ready for auction.

Included here, as Attachment A, is a list of vehicles either recently or soon to be taken out of service by the County. It is requested that your Board declare these vehicles as surplus and authorize Motor Pool to offer these items for sale through publicsurplus.com. Any remaining vehicles will then be sold through a traditional auction agreement or through Enterprise Fleet Management.

ALTERNATIVES:

Your Board may determine that some or all vehicles are not surplus. In that event, vehicles will remain in storage or used for backup. However, given the age and history of the vehicles this option is not recommended.

Rather than using Public Surplus, the vehicles and equipment could be sold through the sealed bid process or placed directly into a vehicle auction either through Enterprise or another auction house. This may limit the ability of local residents to bid on the vehicles and produce less revenue for the County.


OTHER AGENCY INVOLVEMENT:

Auditor, Recycling Waste Management, Road Dept.

FINANCING:

The proceeds received as a result of the auction sale will dictate the amount received by the County. The funds received will be allocated to the Motor Pool Internal Service Fund, the Recycling Waste Management Department and the Road Department.

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>eyes</u> Date <u>5/1/2018</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 14 copies of this document are required)



Date: 5/2/18

Attachment A

Surplus Vehicle List

Motor Pool

	VEH #	DESCRIPTION	VIN
1	8318	2004 FORD ESCAPE	1FMYU921X4KA41405
2	8439	2006 FORD ESCAPE	1FMYU93196KD53653
3	8792	2009 FORD FOCUS	1FAHP35N69W169007
4	8838	2010 FORD ESCAPE	1FMCU9DGXAKC28456
5	8206	2001 JEEP CHEROKEE	1J4FF48S91L623231

Solid Waste

	VEH #	DESCRIPTION
1	6114	1989 Toyota truck 4x4
2	6526	1983 Dodge 1 ton 4x4 truck
3	6755	1977 Kenworth 3 axle dump truck
4	7111	Forklift
5	7555	1970 Fruehauf Belly Dump Trailer
6	8214	1989 826C COMPACTOR
7	8352	2003 John Deere 755 Truck loader
8	8395	1974 International 3 axle truck
9		1969 Kenworth 10 wheel dump truck

Road Dept

	VEH #	DESCRIPTION
1	7249	1996 Chevy 3/4 ton pickup



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: Motor Pool

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: Purchase of FY 2017-2018 Motor Pool Vehicles

DEPARTMENTAL RECOMMENDATION: Request your Board award a contract to Bishop Ford for the purchase of (6) Six 2018 Ford Police Interceptor Utilities and approve a purchase order in the amount of \$ 213,708.18.

SUMMARY DISCUSSION: Motor Pool went through the formal bid process for the purchase of six 2018 Police Interceptor Utility Vehicles. Bishop Ford provided the lowest bid. This bid is consistent with the budgeted replacement cost. Since these are Sheriff's patrol vehicles they fall outside of the Enterprise contract.



The Motor Pool 5-year Vehicle Replacement Schedule projected an expenditure of \$315,000 for the purchase of 13 vehicles in fiscal year 2017-2018; however, with this order we will be purchasing six new cars. These new vehicles proposed for purchase will replace patrol units that have met the Motor Pool Replacement Criteria (that being age, high mileage, excessive costs from repairs, and/or dependability) and are needed by the Sheriff's department.

It is expected that the vehicles being taken out of service will be sold at auction.

Two bids were received: Bishop Ford \$213,708.18 and Capital Ford of Carson City, NV \$215,503.91. This price is for the purchase of the vehicles only. Specialized equipping will be bid separately.

ALTERNATIVES: Your Board could choose not to purchase some or all of these vehicles at this time. However, staff recommends making the purchase as these vehicles meet or exceed the Motor Pool Replacement Policy criteria.

FINANCING: The vehicles recommended for purchase have been included in the 2017-2018 Motor Pool Budget 200100, Object Code 5655.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/11/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____
DEPARTMENT HEAD SIGNATURE:  Date: <u>5/12/18</u> (Not to be signed until all approvals are received)	



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: County Administrator - Personnel

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: Employee Engagement Initiative Services Agreement

DEPARTMENTAL RECOMMENDATION:

Request your Board consider authorizing the County Administrator to sign an Agreement between the County of Inyo and CPS HR Consulting for Employee Engagement Services, in an amount not to exceed \$33,450 for the term May 15, 2018 through June 30, 2019, contingent on refinements to Employee Engagement Survey Services Proposal (draft attached) and all required signatures being obtained on associated Agreement.

SUMMARY DISCUSSION:

Earlier this year, on February 12 and 13, Bob Lavigna, Director of the Institute for Public Sector Employee Engagement, made presentations to your Board of Supervisors as well as groups of senior management team and employee representatives, and labor associations, on "Building a Culture of Employee Engagement." Feedback from those who participated in the meetings, and even some employees who heard about the presentations, has been positive. Your Board, also, indicated enthusiasm for moving forward with a focused employee engagement initiative.

Staff has been working with Mr. Lavigna and CPS HR Consulting to develop a scope of work and agreement for moving forward with the Employee Engagement Initiative which, as your Board will recall, will start-off with a survey of all County employees, analysis of survey results, and then follow-up focus groups and action planning workshops. A copy of the draft proposal is attached. We are working with Mr. Lavigna to refine the proposal to include follow-up and on-going support services – including pulse-survey later in the year and individual department coaching via phone and webcast as requested or desired.

To ensure funds already budgeted in the Fiscal Year 2017-2018 Budget can be encumbered for the Employee Engagement initiative, and work can proceed later this month (when your Board is "dark") we are asking that your Board approve moving forward with the initiative, and authorize the County Administrator to sign the associated agreement once it is approved by County Counsel, the Risk Manager, and the Auditor-Controller.

ALTERNATIVES:

Your Board could choose not to approve moving forward with the Employee Engagement Initiative, or request the final proposal and resulting contract be brought before your Board for consideration at a future meeting.

OTHER AGENCY INVOLVEMENT:

All County departments and staff

FINANCING:

There is sufficient funding for this contract in the Personnel budget approved by your Board for Fiscal Year 2017-2018.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/14/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>J</u> Date <u>5/9/18</u>

DEPARTMENT HEAD SIGNATURE: Kevin Carunchio Date: 5/9/18
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

by Sue DL

PROPOSAL

County of Inyo, California
Employee Engagement Survey Services
2018

Draft

April 26, 2018

SUBMITTED BY:

Robert J Lavigna
Director
Institute for Public Sector
Employee Engagement

CPS HR Consulting
608-395-8472
rlavigna@cpshr.us
Tax ID: 68-0067209

www.cpsrh.us

Your Path to Performance

April 26, 2018

Mr. Kevin Carunchio
County Administrator
Inyo County, CA

Dear Kevin:

CPS HR Consulting (CPS HR) is pleased to submit this proposal to the County of Inyo, California to conduct an employee engagement survey. This proposal is based on our recent discussions.

CPS HR is a self-supporting government agency that specializes in addressing the unique challenges faced by other government agencies. We understand the context and environment of government and have been a trusted advisor to our public sector clients for more than 31 years. With more than 115 full-time employees and 200 project consultants and technical experts nationwide, CPS HR delivers solutions that can transform public sector organizations to positively impact the communities they serve.

We have also worked with government agencies for more than 10 years to design, administer, analyze the results of – and take action on – employee surveys. This work will be performed by the CPS HR Institute for Public Sector Employee Engagement™, which is led by nationally recognized engagement experts.

CPS HR recognizes the importance of an employee survey process that will support the County's vision, mission, values and strategic planning. We will create baseline and actionable data to enhance the ability of the County to deliver consistently high-quality services to residents, and attract and retain talent. CPS HR offers:

- A singular focus on the public sector, including an understanding of how to drive change in the unique environment of government;
- Team members with deep expertise in employee engagement;
- A proven model for measuring engagement and acting on the results;
- An engagement survey specifically designed for government agencies; and
- National benchmark data from our survey of public and private sector employees.

We are excited by the potential to work with Inyo County on this important project. Please contact me at **(608) 395-8472** or at rlavigna@cpshr.us with questions or for more information.

Sincerely,



Bob Lavigna
Director
Institute for Public Sector Employee Engagement
CPS HR Consulting

Project Understanding

The County wants to conduct a survey of its approximately 350 employees, using a survey process that incorporates leading employee survey practices. The County seeks cost information on both our standard survey services and optional services.

We expect that employees will be able to receive and respond to an online survey delivered to each employee's County email address. All County employees would be encouraged to participate; and will be able to complete the survey online, either through their computers, smart phones or other devices connected to the Internet.

CPS HR is a self-supporting government agency that specializes in addressing the unique challenges faced by other government agencies. We recognize the importance of an employee survey process that will support the County's vision, mission, values and strategic planning. Our survey will create baseline and actionable data to help the County deliver consistently high-quality services and attract and retain talent.

This project will be managed by the CPS HR *Institute for Public Sector Employee Engagement*. The Institute is devoted to helping public sector organizations measure and improve engagement and conducting research to advance the state of knowledge about employee engagement, particularly in the public sector.

CPS HR frequently works with government agencies to design and administer employee surveys on engagement, strategic planning, performance management, training needs, and customer service.

Our Project Team

The project team members will include Project Manager Bob Lavigna, Principal Consultant Janelle Callahan, and Project Consultant Dr. Kammy Haynes. If necessary, we will also assign additional consulting and administrative support staff.

Bob Lavigna, a nationally recognized authority on employee engagement, is the author of *Engaging Government Employees: Motivate and Inspire Your People to Achieve Superior Performance* (American Management Association). Bob has spoken about engagement throughout the U.S. and abroad. He was selected as "Public Official of the Year" by *Governing Magazine* and is an elected Fellow of the National Academy of Public Administration. In one of his previous positions, as VP-Research for the nonprofit Partnership for Public Service, he was responsible for producing the annual "Best Places in the Federal Government" ratings and rankings.

Janelle Callahan also led the "Best Places to Work in the Federal Government" research and was a research Fellow with The Engagement Institute™, a community of practice that includes public and private sector organizations committed to exploring and improving engagement.

Dr. Kammy Haynes is the CEO of her own company and a CPS HR Project Consultant. She is a highly experienced professional in providing organizational performance solutions, increasing productivity and leadership capabilities, and improving cross-functional relationships. Kammy's recent CPS HR projects include employee engagement for the city of Menlo Park, succession planning/employee development

for the San Diego Housing Commission, strategic planning for the Los Angeles County Department of Human Resources, and strategic leadership planning for the Port of Long Beach.

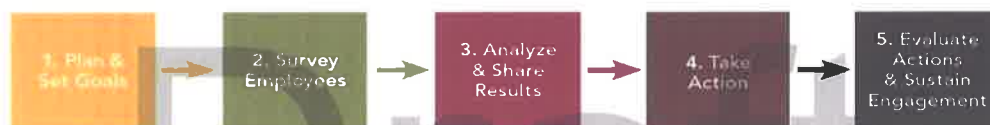
We can provide more detailed résumés if requested.

Methodology/Approach

We believe employee engagement can – and should – be measured. Government organizations should survey their employees to measure engagement levels, and to understand what drives engagement. Surveying employees is only the start, however. The real payoff is taking action to improve engagement. While there is no one-size-fits-all solution to building a high level of engagement, the CPS HR Institute for Public Sector Employee Engagement™ will leverage decades of research, experience, and insights to help guide the County on a path to improved engagement, as outlined in the model and description below.

Also, as described below, we will not simply apply our model as an off-the-shelf tool. Instead, we will adapt it and offer a comprehensive survey item bank to meet your specific needs and requirements.

CPS HR Employee Engagement Process Model:



Adapted from *Engaging Government Employees* (American Management Association) by Bob Lavigna

In each section of our proposed process, below, we describe how we will deliver our survey and follow-up services. Because this will be a highly collaborative effort, we also identify what we propose the County's role will be in each phase.

1. Finalize and Plan Engagement Survey

After we have a solid understanding of the County's goals and critical issues, we will work with you to finalize the survey instrument and administration process. Our starting point will be CPS HR Institute for Public Sector Employee Engagement™ Survey, carefully constructed to measure engagement specifically in the unique environment of the public sector. We will work with you to customize the survey to meet Inyo County's needs.

We can also develop and include open-ended questions to gather qualitative feedback.

Below, as an illustration, are the questions in our survey that comprise our engagement index. We can provide other examples of typical engagement survey questions on request. We will work with you to finalize the survey, including the demographic questions to include.

Employee Engagement Index (five-point response scale: “strongly disagree” to “strongly agree”)

- I would recommend my organization as a good place to work
- I am proud when I tell others I am part of my organization
- I feel a strong personal attachment to my organization
- My organization inspires me to do the best in my job
- I feel comfortable being myself at work
- My organization motivates me to help achieve its mission.

We also provide benchmarks, including from our online national survey of the U.S. workforce that represents a wide range of industries/occupations and geographic locations. This dataset, available exclusively to our clients, will allow the County to compare its survey results (overall levels of engagement and question-by-question) to the public sector as a whole; as well as to local government, state and federal government, and the private sector.

In the section below, we describe the steps CPS HR will take to work with you to plan and conduct the survey, and take action on the results. Because this will be a partnership with Inyo County, we also identify your role. Unless identified as “optional,” all the CPS HR Institute steps described below are included in our basic package of services.

To design the survey, the Institute will:

- Provide our engagement survey item bank as a starting point.
- Agree with the County on the questions to include in the survey, including up to 10 demographic questions (e.g., age, tenure, role).
- Agree on up to three open-ended narrative questions (optional).
- Provide our communication guide and template, which includes communication suggestions and FAQs, to serve as a basis for a comprehensive communication strategy across the Inyo County workforce.
- Provide instructions for the County to “whitelist” our email invitations to ensure emails are not diverted due to SPAM filters or network firewalls.

The County will:

- Work collaboratively with the Institute to finalize the survey, including deciding which demographic questions to include or track, as well as whether to include any open-ended questions.
- Decide on the breakout question-by-question reports (e.g., by department, location, demographic group, etc.), up to 20 total. For smaller units, we will incorporate their results into the County-wide report. We can also roll up small-unit responses into a single separate category.
- Provide an Excel file with accurate employee contact information (name, email address and department) for each employee. Any information necessary for the desired breakout reports also must be included in the contact file or asked as a question in the survey. CPS HR needs to receive the final contact file one month before the desired launch date.

- Communicate the cut-off date and who will be included in the survey to employees (e.g., employees who started after the final contact file was submitted will not be included in the survey).
- Communicate about the upcoming survey by all-staff email and other forums (e.g., web site, meetings, posters).
- Work with County IT to “whitelist” our email campaign domain to ensure our emails with survey links are not rejected/SPAM filtered).

Conduct the kick-off (pre-survey) meeting

We will conduct one or two webcast kick-off (pre-survey) meetings with stakeholders the County designates. We have also included pricing for on-site, in-person kick-off meetings. During these meetings, we will discuss the survey and survey process. In addition, we also cover what engagement is, why it matters (the business case for engagement), and actions that other public sector organizations have taken to improve engagement. We will also emphasize that individual employee survey responses will be confidential; and why it is important to communicate across the entire County workforce to achieve a high response rate.

The material we cover will also focus on how improving engagement can help the County deliver the best possible services to its residents. Responsibilities to prepare for, and conduct, these meetings are as follows:

The Institute:

- Work collaboratively with the County to develop the meeting presentation material.
- Review background information (e.g., strategic plan/goals) to inform the agenda.
- Conduct the 90-minute kick-off meetings, which will focus on what engagement is, the business case for improving engagement, examples of actions taken by other public sector jurisdictions, and the process the Institute and the County will use to conduct the survey and act on the results.
- **Optional:** Conduct the kickoffs, in person, on the same day.

The County:

- Schedule the meetings, including inviting key leaders and other critical staff.
- Provide background information and feedback to help finalize the agenda.

2. Administer Employee Engagement Survey (Survey Employees)

To administer the survey, the Institute will:

- Advise on communication strategies and provide message templates (including FAQs) to help drive a high response rate.
- Program and test the survey in SurveyGizmo™, our online survey platform. We can provide technical information/specifications on the survey platform on request.
- Send the online survey invitation and link to employees. They will be able to access the survey through desktop computers, mobile devices and smartphones. In the invitation, we will emphasize that each employee's responses will be confidential. CPS HR assumes all employees will have access to email and be able to complete the survey online. This proposal does not include alternative ways to take the survey (e.g., paper).
- Provide an email address for employees to contact CPS HR with technical problems.
- Monitor and report on response rates during the survey period, and answer employee technical questions via email. CPS HR will provide two detailed response rate reports during the survey administration period.
- Send reminder emails to employees who have not yet responded during the survey period.

The County will:

- Encourage employees to participate and, if necessary, answer any non-technical employee questions.

3. Deliver Survey Results Reports and Provide Recommendations

Our analytical approach applies a range of methods to identify strengths, opportunities for improvement and recommended actions. The CPS HR Institute will deliver a summary of findings report that includes the County-wide summary scores for level of engagement (i.e., percent of employees who are fully engaged, somewhat-engaged and not-engaged).

We will also provide more detailed question-by-question results (i.e., percent positive, neutral and negative) for the County overall, and for up to 20 breakouts (e.g., departments, demographic groups).

The Institute will use regression analysis to identify the questions that have the largest impact (i.e., the key drivers) on the County-wide engagement score, provided there are at least 100 responses. We will provide one key driver analysis for the entire County. We can also provide, as an option, key drivers for any departments with 100 or more responses.

The Institute will also provide our proprietary benchmarks for overall engagement levels as well as for the individual questions in our survey. These benchmarks are for internal County use, to compare the views of County employees to other public and private sector employees, including in local government.

In addition, we will compile and report any open-ended (verbatim) responses from the survey, if you decide to include optional open-ended questions. Please note that we will report open-ended responses

un-edited, except we will redact names/self-identification. Our reporting will not include qualitative or content analysis of the written responses.

We also believe it is important to share results with employees as soon as possible after the survey closes. Therefore, we will work with you to plan how and when to share overall results with employees. We recommend sharing the County-wide results with employees within six weeks after the survey closes, if possible; and breakout results (e.g., departments) soon after release you release the County-wide results.

The Institute will:

- Produce a PowerPoint County-wide overview report.
- Conduct one key-driver analysis to identify the factors that have the greatest impact on the employee engagement score County-wide.
- Produce up to 20 breakout reports (departments or employee demographics where at least 10 employees respond).
- Compile a County-wide report that includes any raw open-ended survey question responses, if used, with only names redacted as already noted. (Open-ended questions are an **optional** service.)

The County will:

- Share overall results and describe next steps to employees.
- Help protect the Institute's proprietary benchmarks.

4. Take Action

Our analysis and reporting will reveal areas for the County to focus on to improve employee engagement. The Institute will also offer options from our recommendations and resources library, ranging from no-cost quick wins to more comprehensive solutions. In addition, employees may offer their own ideas, through their survey responses. This proposal also includes the option for CPS HR to facilitate on-site focus groups and action-planning workshops with County leaders, employees and/or implementation teams.

The Institute will:

- Recommend specific actions for our recommendations library, linked to the County's survey results, to improve employee engagement.
- Present results in a webcast (approximately 90 minutes)
- **Optional:** Present results, in person, in one or two on-site meetings (approximately 90 minutes in length) on the same day to key stakeholders you select.
- **Optional:** Plan and conduct up to eight onsite focus groups (two-hour sessions, 10-12 employees per group, on two consecutive days) to drill down on the results, and provide a written summary.
- **Optional:** Plan and conduct two onsite action-planning workshops (two-three hours in length, on the same day) with County leaders and others to help the County develop concrete and measurable actions to address any engagement gaps.

The County will:

- Decide on the actions to improve employee engagement.
- Designate the employees who will participate in the onsite focus groups, if held, and coordinate scheduling and resources (e.g., dates, locations, rooms, AV).
- Designate the employees who will participate in the onsite action-planning workshops, if held, and coordinate scheduling and resources (e.g., dates, locations, rooms, AV).

5. Provide Follow-up and Ongoing Support

Improving and maintaining employee engagement requires a sustained commitment to evaluate the actions taken and understand what has, or has not, worked. The County may consider highlighting successes or lessons learned from the engagement initiative. The Institute will support this strategy to sustain momentum and focus on improvement.

The Institute will offer tools and templates to help the County take action.

The County will identify any implementation concerns and how the Institute may help.

Qualifications

CPS HR frequently works with government agencies to design and administer employee surveys on engagement, strategic planning, performance management, training needs, and customer service. We have conducted surveys, including for local governments, of up to 10,000 employees. Some examples:

- City of Memphis, Tennessee – 2017, 2018
- Alameda County, CA water District – 2018
- California State Lottery – 2010, 2011, 2014, 2018
- California Department of Human Resources – 2017
- City of Corvallis, Oregon – 2017
- Napa, California Sanitation District – 2010, 2011, 2014, 2017
- City of Suffolk, Virginia – 2017
- Texas Municipal Retirement System – 2017
- Iowa Finance Authority – 2017
- University of Wisconsin – 2012, 2014, 2016
- City of Fort Worth, Texas – 2013
- Central Marin, California Sanitation Agency – 2014
- University of California Hastings School of Law – 2013
- Coachella Valley and Mosquito and Vector Control District, California – 2013
- Western Municipal Water District – 2011
- Sonoma County, California Water Agency – 2002, 2004, 2006, 2008, 2011

We can provide more specific reference information on request.

Project Schedule/Timelines

To deliver exceptional service and successfully conduct the engagement survey, we propose the timeline of activities listed in the table below. We will begin when we have a signed contract, agree on the survey questions, and receive the County's list of employees with valid email addresses. CPS HR must receive this contact file one month before the desired launch date. If we receive this information sooner, we may be able to adjust the schedule. Likewise, if there is a delay, it will affect the timeline. We can launch the survey about four weeks after we receive the file with the employee email addresses and other County approvals.

Our schedule is designed to enable us to work with you to conduct the survey, deliver results reports, develop an action plan and implementation strategy, act on the plan, and evaluate progress. This schedule will require close communication between the County and CPS HR, as well as timely County feedback and approval on survey stages and products. The timeline incorporates a three-week period for employees to complete the survey.

Phase	Description	Week #
1. Finalize and plan engagement survey, conduct kick-off meetings	<ul style="list-style-type: none"> Tailor and finalize the survey, process and strategies Develop the survey plan to meet the County's needs Conduct kick-off webcast/meeting 	1-6
2. Administer survey	<ul style="list-style-type: none"> Launch survey Monitor and report on response rates Send reminder emails Answer employee technical questions 	6-8
3. Deliver results reports and recommendations	<ul style="list-style-type: none"> Provide results reports (summary of findings, and up to 20 department/division or demographic question-level reports) Provide recommendations for action 	9-14
4. Present results, begin to take action	<ul style="list-style-type: none"> Present results via webcast or in person (optional) 	15
5. Optional: Conduct focus groups/action-planning workshops	<ul style="list-style-type: none"> Conduct and report on up to 8 focus groups on 3 consecutive days (optional) Conduct 2 action-planning workshops on same day (optional) 	16-24
6. Provide follow-up and ongoing support	<ul style="list-style-type: none"> Evaluate actions (i.e., inform next survey iteration, keep the County on track to improve engagement) 	25-34

Fees

CPS HR will complete this project for a fee of \$8,000 for the standard survey services package, as described below. We also list optional services and costs. Travel and materials expenses are included in all fees.

Phase	Standard Services	Optional Services	Optional Services Costs*
1. Finalize and plan engagement survey, conduct kick-off meeting(s)	<ul style="list-style-type: none"> • Tailor and finalize survey and process • Develop survey plan • Bob Lavigna will conduct webcast kick-off meeting 	Bob Lavigna will conduct 1-2 on-site (90-minute) kick-off meetings (same day)	\$6,000
2. Administer survey	<ul style="list-style-type: none"> • Launch survey by sending email invitations with individual survey links to all employees • Monitor response rates and send 2 response rate reports • Send email reminders to employees • Answer employee technical questions via email 	Include 3 narrative comment fields in survey	\$250
3. Prepare and deliver results reports	<ul style="list-style-type: none"> • Provide results reports (summary of findings and up to 20 breakout question-level reports) • Provide 1 key driver analysis for County overall • Report on open-ended comments (optional) 	Calculate and provide additional drivers for any unit with at least 100 respondents	\$600/driver
4. Present results, begin to take action	<ul style="list-style-type: none"> • Bob Lavigna will present results via webcast • Provide recommendations for action (overall, and for up to 20 departments) 	Bob Lavigna will Present results on-site (one or two 90-minute sessions on same day)	\$6,000
5. Optional: Conduct focus groups	N/A	Dr. Kammy Haynes will conduct 6 on-site focus groups (2 consecutive days) and deliver summary report**	\$4,200
6. Optional: Conduct action- planning workshops	N/A	Dr. Kammy Haynes will conduct 2 action-planning workshops (on same day)**	\$2,000
7. Provide follow-up and ongoing support	Evaluate actions (i.e., inform next survey iteration, keep the County on track to improve engagement)	N/A	N/A
Total	\$8,000		TBD

*Includes travel costs, estimated based on available transportation modes, schedules and options

** If the County chooses to conduct more or fewer than 6 focus groups or 2 action-planning workshops, we will adjust the price.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 12

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for: 1:30 pm
 Closed Session
 Informational

FROM: Chief Probation Officer

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: Amendment to Tulare County Agreement No. 27885

DEPARTMENTAL RECOMMENDATION: Request Board to approve the amendment to the Tulare County Agreement No. 27885

CAO RECOMMENDATION:

SUMMARY DISCUSSION: As a result of transitioning the Inyo County Juvenile Center from a full service juvenile hall to a special purpose juvenile hall, the County of Inyo entered into an agreement with Tulare County on November 1, 2016, to obtain facilities and services for the detention and/or commitment of juvenile offenders. Said agreement was for a period of one (1) year. The two counties amended the agreement on July 1, 2017, for an additional year. The Probation Department requests that the agreement be amended to include an extension of one (1) year, effective July 1, 2018, and expiring on June 30, 2019.

ALTERNATIVES: Board could decide to not approve the amendment.

OTHER AGENCY INVOLVEMENT:

FINANCING: All financial terms remain the same as the original agreement.

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, 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>
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>
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>

DEPARTMENT HEAD SIGNATURE:

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

Date: 5/9/18

**SECOND AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 27885**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF INYO

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: KEVIN CARUNCHIO
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Inyo

Approved as to Form:
County Counsel

By _____
Deputy Clerk

By _____

Deputy Assistant

Matter # N/A

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form:
County Counsel

By _____
Deputy

Matter # _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
13

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: MAY 15 2018,

SUBJECT: Resolution No 18-____, 2017 Maintained Mileage Certification

DEPARTMENTAL RECOMMENDATION: Request that your Board:

- A) Approve Resolution No. 2018-____;
- B) Authorize the Public Works Department to file the Resolution with the District 9 Office of the State of California Department of Transportation.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:


Section 2121 of the Streets and Highways Code stipulates that in May of each year, each county shall submit to the California Department of Transportation Districts any additions or exclusions to its mileage of maintained county highways, specifying the termini and mileage of each route added or excluded from its county maintained mileage. The submittal is to be in the form of a resolution by the Board of Supervisors. The reported maintained mileage is for the previous calendar year.

The updates required for the 2017 Maintained Mileage Certification are shown in *Exhibit A* to the Resolution. These updates include the addition of two new roads and an extension of an existing road accepted by the Board which had not yet been added to the maintained mileage list. Also included are the correction of several road names in Darwin and the removal of a duplicate.

ALTERNATIVES: The Board could choose not to approve Resolution 2018-____ certifying the additions and deletions from the Inyo County Maintained Mileage, and could direct the Public Works Department to modify the list as deemed appropriate.

OTHER AGENCY INVOLVEMENT: County Counsel

FINANCING: N/A

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: <u>YES</u> Date <u>5/8/18</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> </u> N/A <u> </u> Date <u> </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: <u> </u> N/A <u> </u> Date <u> </u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5/9/18

Resolution 2018- ____

**RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
ANNUAL CERTIFICATION OF THE 2017
MAINTAINED MILEAGE LOG**

WHEREAS, Section 2121 of the Streets and Highways Code requires an annual report to Caltrans District 9 Office of the State of California showing the Maintained County Road System, specifying the termini and mileage of each route added to or excluded; and

WHEREAS, "Exhibit A" sets the Maintained County Road System from January 1, 2017 through December 31, 2017;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the Board of Supervisors of the County of Inyo the "Exhibit A" attached hereto and made a part hereof by this reference shows additions, revisions, and exclusions to the County Maintained Road System for the period of January 1, 2017 through December 31, 2017;

BE IT FURTHER RESOLVED AND ORDERED, that the Department of Public Works is hereby directed to file a certified copy of this resolution with the Caltrans District 9 Office of the State of California Department of Transportation.

APPROVED AND ADOPTED on this ____ day of _____, _____, by the Inyo County Board of Supervisors, County of Inyo:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Totheroh, Chair
Inyo County Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk of the Board

By: _____
Assistant Clerk of the Board

Exhibit A

1. Relinquishment to County from State: None

2. Additions (new roads):

Road Name	Road Number	New Mileage	Record Document
Hunter Rd	4062	0.25	
Valley View Dr	4063	0.17	Subdivision Map Book 4, Page 92-96, June 17, 2015

3. Additions (extensions):

Road Name	Road Number	Previous Mileage	New Mileage	Record Document
MT LANGLEY LN	4061	0.13	0.39	Subdivision Map Book 4, Page 92-96, June 17, 2015

4. Exclusions (abandonment of portion):

Road Name	Road Number	Abandoned Mileage	Explanation
W South St	4410	0.08	Name was changed to Tim Holt (Rd # 4429) but original was not removed

5. Exclusions/Addition (road name changes):

Road Name	Road Number	Corrected Road Name	Corrected Road Number	New Mileage	Record Document
Ness St	5053	Fulton	5053	0.2	Subdivision Map, Book 3 Pg. 59-70: Townsite of Darwin
		Fourth St	5053A	0.05	
School St	5054	Reddy St	5054	0.5	Subdivision Map, Book 3 Pg. 59-70: Townsite of Darwin
		NW Second Ave	5054A	0.06	

OWNERSHIP STATEMENT

We the undersigned, being all parties having any record title interest in the real property being subdivided, do hereby consent to the preparation and recordation of this tract map. We hereby grant and dedicate to the public the 60.00 foot wide right of ways designated hereon as Valley View Drive and Mt. Langley Lane as shown hereon.

As owners:
Portal Preserve II, LLC, A California Limited Liability Company.

J. Walters
James Walters, Manager

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California
County of Inyo

On May 19, 2015

personally appeared James Walters

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and (optional) official seal:

E.M. de Leus Erick De Leus
Notary Public (sign and print name)
My commission expires: 01/13/16
County of my principal place of business: Los Angeles County



CLERK OF THE BOARD'S STATEMENT

On motion of Supervisor Pucci, duly seconded and carried, it is ordered that Tract Map No. 239 - Phase 3, be and the same, is hereby approved and that the right of ways for Valley View Drive and Mt. Langley Lane, shown hereon and offered for dedication, are hereby accepted on behalf of the public, that the certain slope easement delineated hereon and offered for dedication is hereby accepted, on behalf of the public. The Clerk of the Board is directed to endorse on the face of said map, a copy of this order authenticated by the seal of the Board of Supervisors. I hereby certify that the foregoing order was adopted by the Board of Supervisors at a meeting of said Board held JUNE 10, 2015.
Clerk of the Board of Supervisors:

Date: 6/19/15

Kevin D. Carunchio
Deputy Clerk

TAX COLLECTOR'S CERTIFICATE

I hereby certify that, according to the records on file in this office, there are no liens against this subdivision, or any part thereof, for unpaid state, county, municipal, local taxes or special assessments collected as taxes, except taxes or special assessments not yet payable. Taxes or special assessments collected as taxes which are a lien but not yet payable are estimated to be in the amount of \$ _____ for which receipt of good and sufficient security conditioned upon payment of these taxes is hereby acknowledged.

Alisha McMurtrie
Inyo County Tax Collector

6/19/15
Date

By: [Signature]
Deputy Inyo County Tax Collector

C.G. & R.'s NOTE

The declarations of covenants, conditions, restrictions and reservations are recorded as Instrument No. 2013-0003312, on file in the office of the Inyo County Recorder, and the supplement to the amended and restated covenants, conditions and restrictions to record concurrently as instrument No. 2015-0001482.

RECORDER'S CERTIFICATE

Instrument No. 2015-0001482
Filed this 17th day of June, 2015 at 14:34 P.M., in Book 4 of Subdivision Maps at Page 92-96, at the request of Triad/Holmes Associates.

Kammi Foote
Inyo County Recorder

By: [Signature]
Deputy Inyo County Recorder

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of James Walters in November 2014. I hereby state that all the monuments are of the character and occupy the positions indicated or that they will be set in those positions before April 22, 2016, and that the monuments are, or will be, sufficient to enable the survey to be retraced, and that this final map substantially conforms to the conditionally approved tentative map.

05/19/15
Date



Andrew K. Holmes
Andrew K. Holmes L.S. 4428

COUNTY SURVEYOR'S STATEMENT

This map has been examined by me and the subdivision as shown is substantially the same as it appeared on the tentative map, and any approved alterations thereof. All provisions of the Subdivision Map Act and any local ordinances applicable at the time of approval of the tentative map, if required, have been complied with. I am satisfied that this map is technically correct.

Inyo County Surveyor:



6/11/15
Date

[Signature]
Clint Quilter P.L.S. 6839

TRACT MAP NO. 239-PHASE 3

IN THE UNINCORPORATED TERRITORY OF INYO COUNTY STATE OF CALIFORNIA, SECTION 35, TOWNSHIP 15 SOUTH, RANGE 35 EAST

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 239-PHASE 2 AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 85, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF INYO, STATE OF CALIFORNIA.

TOGETHER WITH LOT LINE ADJUSTMENT PARCEL 1, AS SHOWN AND DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 240 RECORDED SEPTEMBER 26, 2006 AS INSTRUMENT NO. 2006-0003967 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

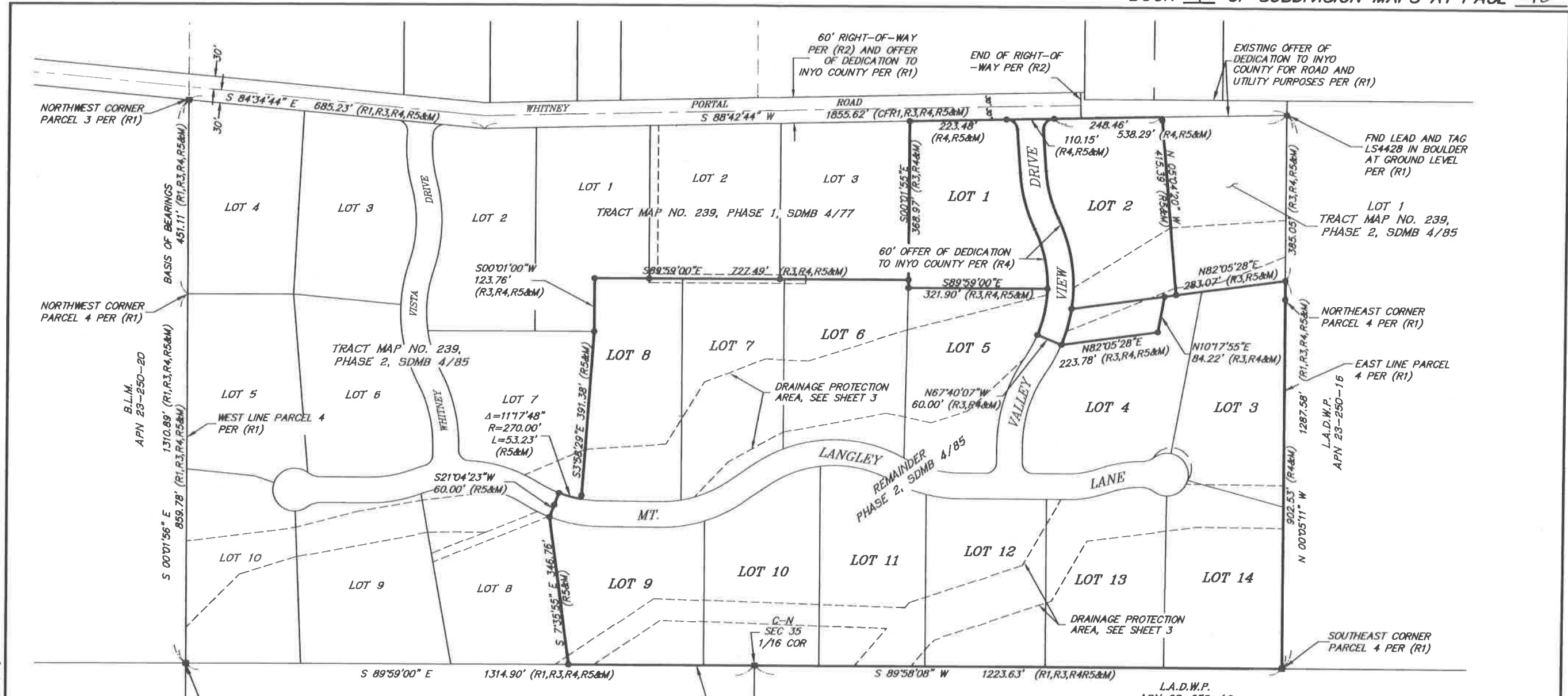
EXCEPTING THEREFROM LOTS 1, 2, 3, LOT A AND THE 60 FOOT OFFER OF DEDICATION TO INYO COUNTY AS SHOWN ON TRACT NO. 239-PHASE 1, AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 77, IN THE OFFICE OF SAID COUNTY RECORDER.

ALSO EXCEPTING THEREFROM LOTS 1 THROUGH 8 INCLUSIVE OF SAID TRACT MAP NO. 239-PHASE 2 AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 85, IN THE OFFICE OF SAID COUNTY RECORDER.

THIS TRACT MAP IS SUBJECT TO THE CONDITIONS OF APPROVAL OF TENTATIVE TRACT MAP NO. 239. THE CONDITIONS THAT APPLY TO PHASE 3 AS SHOWN HEREON ARE SHOWN ON SHEET 5 OF THIS MAP. LOTS 1 THROUGH 14 AS SHOWN HEREON ARE LOTS 3, 2, 10, 11, 12, 13, 14, 15, 24, 23, 22, 21, 20, AND 19 RESPECTIVELY, AS SHOWN ON APPROVED TENTATIVE TRACT MAP NO. 239.

AREA: 37.82 acres

K:\04 Blm\14-0369\Map\14-0369-PM Phase 3.dwg May 18, 2015 - 2:08pm jrb



LEGEND:

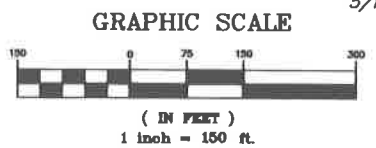
- FOUND REBAR AND CAP LS 4428 OR AS OTHERWISE NOTED PER (R1)
- FOUND 2" IP AND TAG LS 4428 PER (R1)
- SET 5/8" REBAR AND CAP STAMPED "LS4428" UNLESS NOTED OTHERWISE
- SET SPIKE AND WASHER STAMPED "LS4428" FOR ϵ MONUMENTS
- ◇ BRASS CAP STAMPED "LS 4428" IN MONUMENT WELL
- (M) MEASURED
- FND. FOUND
- CFR CALCULATED FROM RECORD
- I.P. IRON PIPE
- PMB PARCEL MAP BOOK
- SEC SECTION
- RAD RADIAL
- ROW RIGHT OF WAY
- ϵ CENTERLINE

RECORD INFORMATION:

- (R1) = RECORD INFORMATION PER PMB 5/13.
- (R2) = RIGHT OF WAY EASEMENT PER O.R. 91/531
- (R3) = RECORD INFORMATION PER CERTIFICATE OF COMPLIANCE NO. 240 RECORDED AS INSTR. NO. 20060003967
- (R4) = RECORD INFORMATION PER SDMB 4/77
- (R5) = RECORD INFORMATION PER SDMB 4/85

BASIS OF BEARINGS:

THE WEST LINE OF PARCELS 3 AND 4 PER PMB 5/13 AND SHOWN HEREON AS S00°01'56"E.



TRACT MAP NO. 239-PHASE 3

IN THE UNINCORPORATED TERRITORY OF INYO COUNTY STATE OF CALIFORNIA, SECTION 35, TOWNSHIP 15 SOUTH, RANGE 35 EAST

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 239-PHASE 2 AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 85, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF INYO, STATE OF CALIFORNIA.

TOGETHER WITH LOT LINE ADJUSTMENT PARCEL 1, AS SHOWN AND DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 240 RECORDED SEPTEMBER 26, 2006 AS INSTRUMENT NO. 2006-0003967 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM LOTS 1, 2, 3, LOT A AND THE 60 FOOT OFFER OF DEDICATION TO INYO COUNTY AS SHOWN ON TRACT NO. 239-PHASE 2, AS PER MAP RECORDED IN BOOK 4 PAGE 77 OF SUBDIVISION MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM LOTS 1 THROUGH 8 INCLUSIVE OF SAID TRACT MAP NO. 239-PHASE 2 AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 85, IN THE OFFICE OF SAID COUNTY RECORDER.

THIS TRACT MAP IS SUBJECT TO THE CONDITIONS OF APPROVAL OF TENTATIVE TRACT MAP NO. 239. THE CONDITIONS THAT APPLY TO PHASE 3 AS SHOWN HEREON ARE SHOWN ON SHEET 5 OF THIS MAP. LOTS 1 THROUGH 14 AS SHOWN HEREON ARE LOTS 3, 2, 10, 11, 12, 13, 14, 15, 24, 23, 22, 21, 20, AND 19 RESPECTIVELY, AS SHOWN ON APPROVED TENTATIVE TRACT MAP NO. 239.

AREA: 37.82 acres

trud/holmes associates JN: 04.0369

SHEET 2 OF 5

K:\04_0800\14-0809_Midwest\140101\Tract Map Working Drawings\14-0809-P3 Phase 3.dwg Jun 10, 2015 - 12:48pm, jphaler

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 16th day of May 2017 an order was duly made and entered as follows:

*ROAD DEPARTMENT
- HUNTER ROAD
OFFERS OF
DEDICATION*

Public Works Director Clint Quilter said he asked for this agenda item to be moved to Departmental so he could address some minor errors. He said the wrong exhibit was included for the Liggett and Kemp parcels and the Swanson property owner signature page was inadvertently included in the backup but assured the Board the correct documents would be recorded. Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to, with the necessary corrections made: A) accept the Irrevocable Offers of Dedication for road, utility and drainage purposes including the roadway infrastructure on Hunter Road; B) accept the Irrevocable Offer of Dedication for drainage purposes as depicted in "Exhibit A"; and C) authorize the Director of Public Works to accept the Irrevocable Offers of Dedication as the Road Commissioner and accept Hunter Road into the County of Inyo's maintained mileage system. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 16th

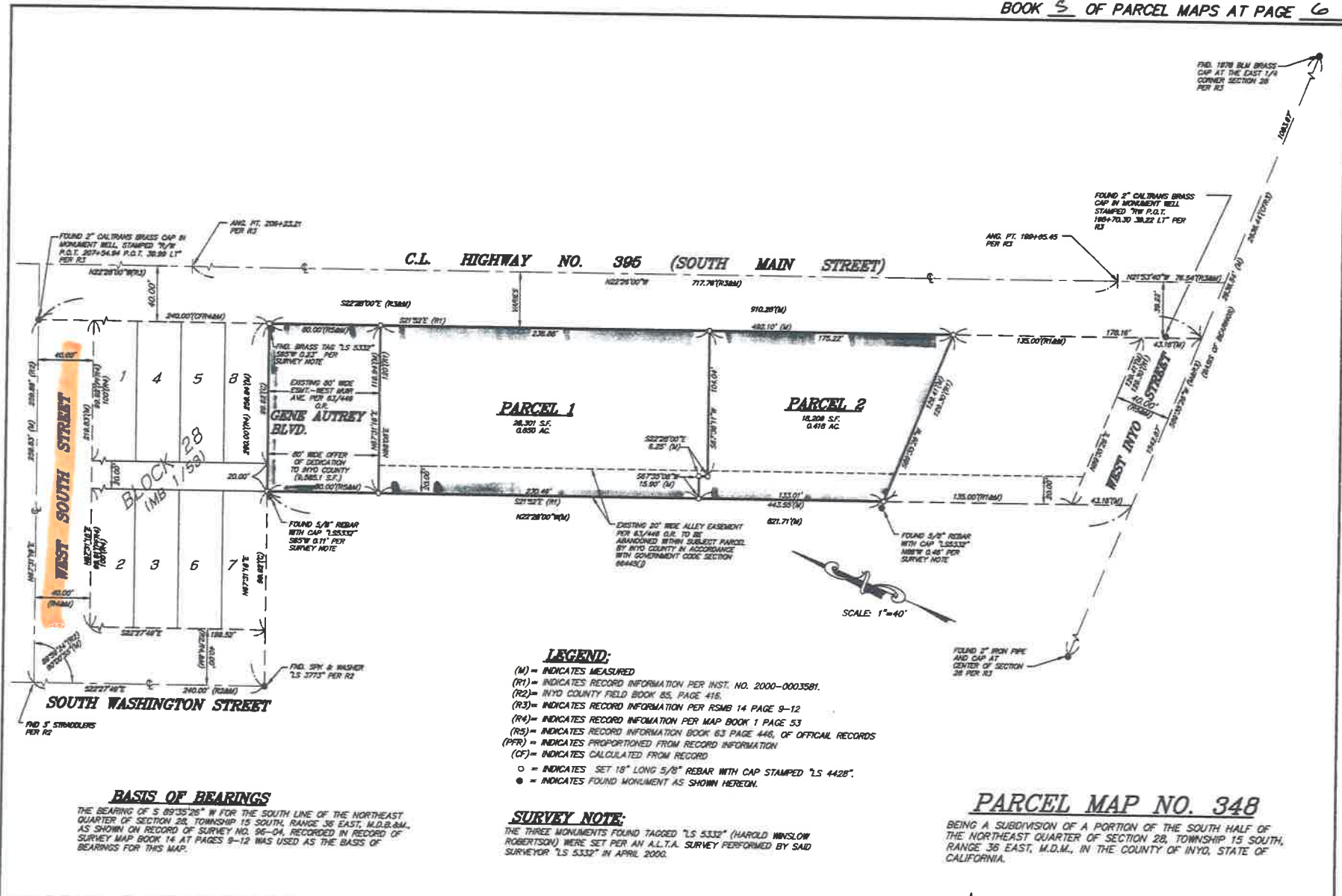
Day of May, 2017



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Road Department DATE: June 14, 2017



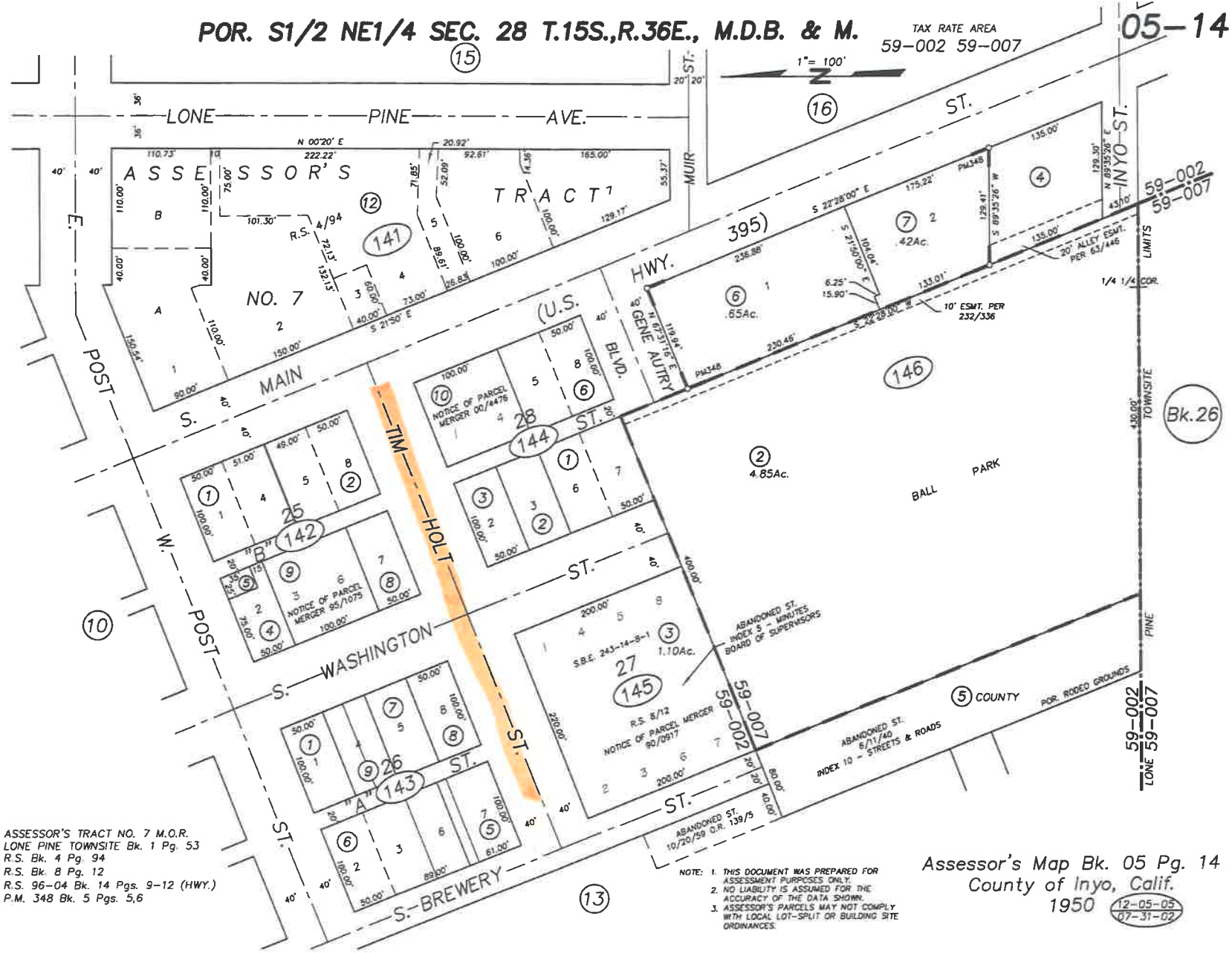
Book 5, Page 6
 Parcel Map No. 348
 2 of 2

12-28-00
07-13-02
12-05-05

POR. S1/2 NE1/4 SEC. 28 T.15S.,R.36E., M.D.B. & M.

TAX RATE AREA
59-002 59-007

05-14



ASSESSOR'S TRACT NO. 7 M.O.R.
LONE PINE TOWNSITE Bk. 1 Pg. 53
R.S. Bk. 4 Pg. 94
R.S. Bk. 8 Pg. 12
R.S. 96-04 Bk. 14 Pgs. 9-12 (HWY.)
P.M. 348 Bk. 5 Pgs. 5,6

NOTE: 1. THIS DOCUMENT WAS PREPARED FOR ASSESSMENT PURPOSES ONLY.
2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.
3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

Assessor's Map Bk. 05 Pg. 14
County of Inyo, Calif.
1950

12-05-05
07-31-02

30359	SD
BR. 3 Pg 59	1 of 12

SCALE: 1" = 60'

TOWNSITE OF DARWIN

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF INYO, STATE OF CALIFORNIA, BEING A RESURVEY OF A PORTION OF GOVERNMENT LOTS 13, 14, 15, 16 AND ALL OF TRACT 38 IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 40 EAST, M.D.B. & M., AS SHOWN ON THE SUPPLEMENTAL GOVERNMENT PLAT DATED MAY 22, 1972.

SURVEYED AND PLATTED BY OR UNDER THE SUPERVISION OF ROGER D. GLIDDEN, INYO COUNTY SURVEYOR AND HOWARD W. YOUNG, INYO COUNTY SURVEYOR.

SHEET 1 OF 12

RECORDED AT REQUEST OF BOARD OF SUPERVISORS
 DATE APRIL 25, 1979
 08 MIN
 PAST 3:00 P.M.
 DOCUMENT 2381
 IN BOOK SD 3
 AT PAGE 89 to 70
 OF MAP RECORDS
 INYO COUNTY, CALIF
 MARGARET BROMLEY
 COUNTY RECORDER
 By *Mary Maw's*
 COUNTY RECORDER

I, Verne Summers, Judge of the Superior Court of the State of California, for The County of Inyo, successor to the original County Judge to whom the Federal Patent for the lands to be held in trust for the use and benefit of the occupants of the Townsite of Darwin, California, do hereby consent to the preparation and filing of said map and subdivision shown within the colored border.

I hereby dedicate to the public use, all streets, highways and other public ways shown on said map.

April 23, 1979 *Verne Summers*
 Verne Summers, Judge

I Hereby Certify That I am a licensed Land Surveyor of The State of California; That This Map Consisting of Twelve Sheets, Correctly Represents a True And Complete Survey Made By Me, Or Under My Supervision; That The Character And The Locations Shown Here on Are in Place; That Said Monuments Are Sufficient to Enable The Survey to Readily Be Retraced And That I am Satisfied That This Map is Technically Correct.

Dated April 23, 1979 *Howard W. Young*
 Howard W. Young
 County Surveyor
 L.S. 2378

RESOLUTION NO. 79-33
 A RESOLUTION FOR THE APPROVAL OF THE TOWNSITE OF DARWIN AND ACCEPTANCE OF OFFERS OF DEDICATION
 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA

WHEREAS, Section 66477.1 of Division 2 of Title 7 (commencing with Section 66410) of the Government Code requires a certificate for execution by the clerk of each approving governing body stating that the body approved the map and accepted or rejected, on behalf of the public, any parcels of land offered for dedication for public use in conformity with the terms of the offer of dedication.

NOW, THEREFORE, BE IT RESOLVED that this Board of Supervisors hereby orders that the map of the Townsite of Darwin be and the same is hereby approved; and that all highways, other public ways, places and easements shown upon said map therein offered for dedication on behalf of the public use are hereby accepted.

BE IT FURTHER RESOLVED that this map shall become the official map of the Townsite of Darwin and supersedees all other survey maps of this Townsite.

Passed, approved and adopted this 24th day of APRIL, 1979.

Dick R. Engel
 Chairman, Board of Supervisors

Return to:
 Public Works

ENC 251 pg 22

388
 RECORDED AT REQUEST OF
 APR 28 1979
 INYO CO. RECORDER
 MARGARET BROMLEY
mfw

CERTIFICATE OF CORRECTION

In accordance with the provisions of Government Code Section 66469 of the "Subdivision Map Act" the Final Map Townsite of Darwin filed in Map Book SD 3, Pages 59 through 79 is hereby amended in the following manner:

Section 23, Township 19 South Range 40 East M.D.B.&M. in the description shown on each sheet, shall read Section 24 Township 19 South Range 40 East M.D.B.&M.

Verne Summers
 Verne Summers, Judge
 By the consent of who this map was filed.

I hereby certify that this Certificate of Correction was prepared by me or under my direction and complies with the provisions of the Subdivision Map Act.

James Gooch
 James Gooch
 County Surveyor
 County of Inyo

BOOK SD 3 PAGE 59

Scale 1"=60'

Sheet 7 of 12 sheets

TOWNSITE OF DARWIN

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF INYO, STATE OF CALIFORNIA, BEING A RESURVEY OF A PORTION OF GOVERNMENT LOTS 13, 14, 15, 16 AND ALL OF TRACT 38 IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 40 EAST, M.D.B.&M., AS SHOWN ON THE SUPPLEMENTAL GOVERNMENT PLAT DATED MAY 22, 1972.



MATCH SHEET 3

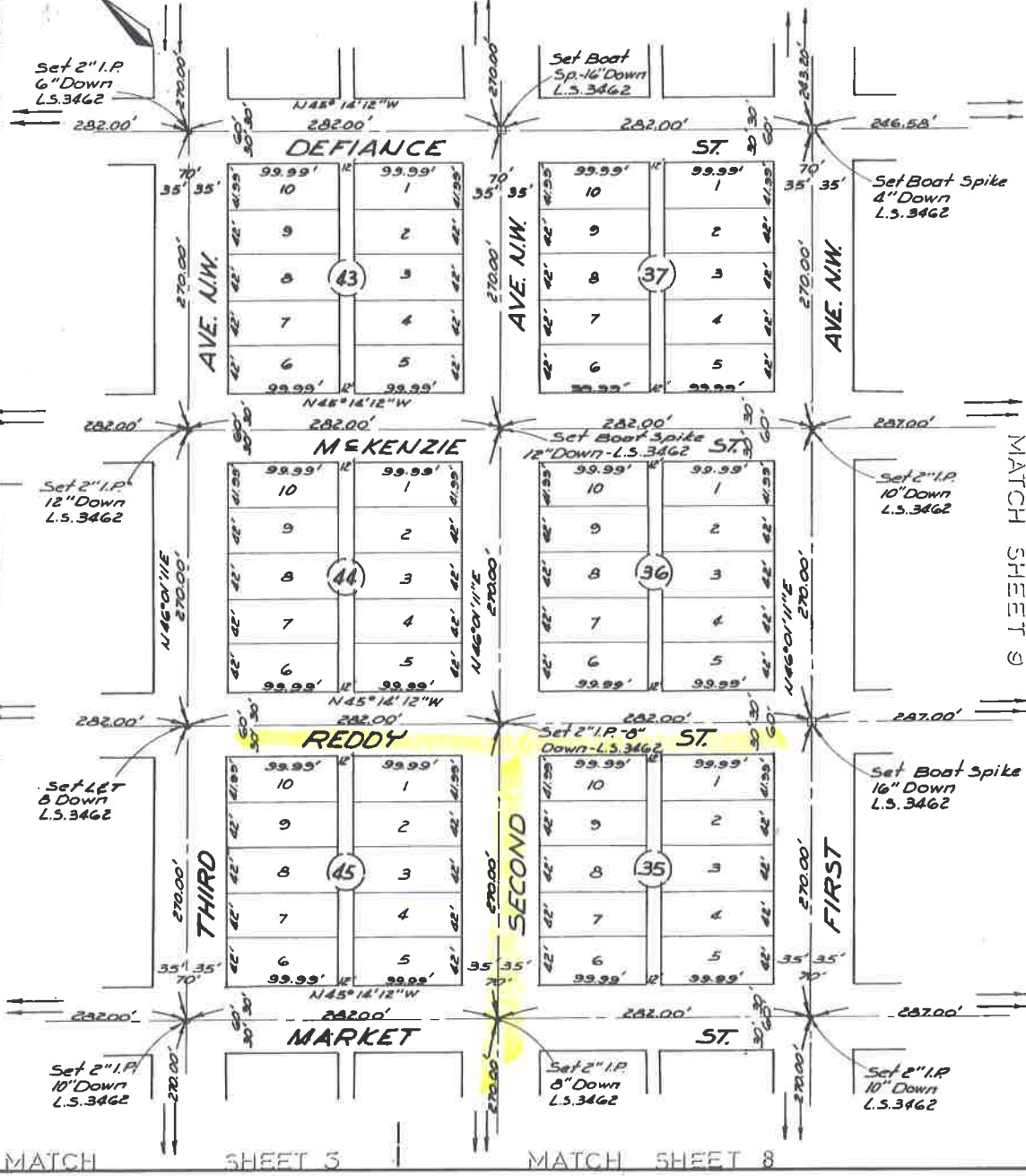
MATCH SHEET 4

MATCH SHEET 9

MATCH SHEET 5

MATCH SHEET 3

MATCH SHEET 8



BOOKS D3 PAGE 65

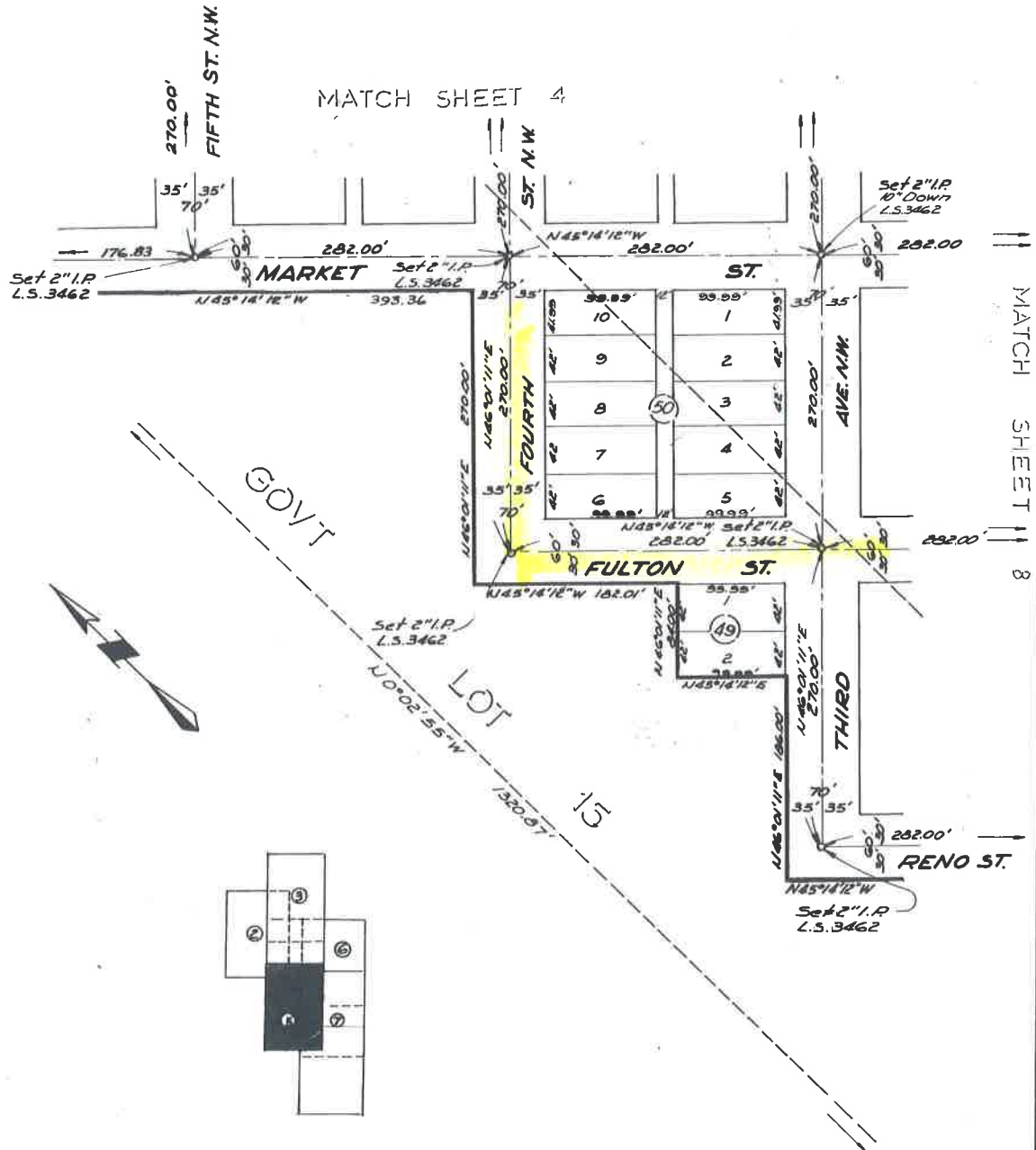
30963	50
BK 3 1963	5412

Scale 1" = 60'

Sheet 5 of 18 Sheets

TOWNSITE OF DARWIN

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF INYO, STATE OF CALIFORNIA, BEING A RESURVEY OF A PORTION OF GOVERNMENT LOTS 13, 14, 15, 16 AND ALL OF TRACT 38 IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 40 EAST, M.D.B.&M., AS SHOWN ON THE SUPPLEMENTAL GOVERNMENT PLAT DATED MAY 22, 1972.



COMPILED MAP
OF
TOWNSITE OF DARWIN
PREPARED BY
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
1979
SCALE 1" = 60'



GOVT. LOT 14

GOVT. LOT 13

GOVT. LOT 15

GOVT. LOT 16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

14

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: Purchase of a Lexipol In-Custody Policy Manual Cross reference

DEPARTMENTAL RECOMMENDATION:

Request the Board declare Lexipol as a sole source provider and approve the purchase of the Lexipol In-Custody Manual cross reference in the amount not to exceed \$3,170, increasing our purchasing authority with Lexipol for FY 2017-2018 to a not to exceed amount of \$12,620.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This purchase would allow our In-Custody Lexipol Manual to be cross referenced with our previously existing policy manual to clearly document duplicate policies and new policies based on current case law and legislation not referenced in the previous policy. The entire manual should be cross referenced in order to blend agency specific policies with policies routed in state and federal statute that pertain to the custody environment. Our office contracted with Lexipol to re-write our Operations Policy and Procedural Manual which was also crossed referenced with our previous manual. The result was a comprehensive and up to date manual that complies with the current best practice in law enforcement procedures and is continually updated to address new changes in case law and risk management. Purchasing the Lexipol In-Custody cross reference provides current best practice in the custody platform and allow for customization for specific departmental policy and procedures.



ALTERNATIVES:

Should your Board choose not to authorize this purchase, Sheriff's personnel would be tasked with revising the current manual without the benefit of Lexipol resources and expertise.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for this purchase is budgeted in the Jail General budget (022900), object code Professional Services (5265)

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 <u>5/1/2018</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: 5/1/18

PROPOSAL

Prepared for:

Inyo County Sheriff's Department

Prepared on:
April 23, 2018

Lieutenant Eric Pritchard
epritchard@inyocounty.us
(760) 878-0325

Inyo County Sheriff's Department
550 S. Clay Street
Independence, California 93526

Theresa Furman
949.313.6583
tfurman@lexipol.com

Lexipol
16755 Von Karman Ave., Suite 250
Irvine, CA 92606

EXECUTIVE SUMMARY

As a Lexipol client, you know the value of being supported by a company committed to helping you improve your agency's performance. With this proposal, we've further designed a solution to save you time and money, allowing you to focus on other pressing priorities with the benefit of knowing your department is protected.

ADDITIONAL SERVICE(S), DESCRIPTION	PRICE	TERM
CROSS REFERENCE	\$3,170	ONE-TIME

SCOPE OF SERVICES**Standard Policy Cross-Reference**

Making the transition to Lexipol starts with understanding how your agency's current policy content compares with Lexipol's master policy content. Our Standard Policy Cross-Reference service provides a logical method to distinguishing between the two.

- * Analysis of your existing policies and procedures to identify content similar to Lexipol's California master content, as well as content unique to your jurisdiction and not covered within the Lexipol manual
- * Your existing policies returned with annotations and tips to integrate into the Lexipol master content
- * One-on-one review with your agency to discuss the cross-reference report

Lexipol is uniquely qualified to provide these services. By utilizing Lexipol experts and their familiarity with Lexipol content and proven methods of operation, policy manual update implementation times can be drastically reduced and DTB validation quality can be vastly improved.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: Sheriff William Lutze

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: Approval of Siemens Industry, Inc., Maintenance Contract

DEPARTMENTAL RECOMMENDATION: Request Board declare Siemens Industry, Inc as sole source, and approve the 3-year contract between the County of Inyo and Siemens Industry Inc, for the provision of maintenance of fire and safety equipment, in an amount not to exceed \$70,710.00 for the period of July 1, 2018 to June 30, 2021; and authorize the Chairperson to sign, contingent on appropriate signatures being obtained and contingent upon Board's adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: SimplexGrinnel originally installed the electronic controls and Life Safety system in the Inyo County Jail. SimplexGrinnel held the maintenance contract on this equipment every year due to the proprietary nature of the entire system and replacement parts. In July 2003 the Sheriff's office received a proposal from the Fire Safety Division of Siemens to maintain, repair and inspect our Fire and Life Safety equipment. Siemens was able to offer a maintenance contract because nearly all of their technical service personnel were former SimplexGrinnel employees, specifically the technicians who provided service to our facility. Siemens could also acquire the needed parts and guarantee a 4 hour emergency response time. SimplexGrinnel will only commit to a 24 hour response window under any circumstance. Siemens has been awarded the maintenance contracts since 2003 and the primary service technicians continue to maintain the system.



ALTERNATIVES: The Board could choose not to award the contract to Siemens. This is not recommended as Siemens has been reliable and knowledgeable with our system and provides the emergency response we need. The 4-hour response time is a critical issue to our jail operations. The Sheriff's Office has developed a strong working relationship with Siemens and its technicians, who have an understanding of the specific needs of the Jail.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's office

FINANCING: Funding will be included in the FY2018-2019(& subsequent years) requested budget in Budget Unit 022900 Jail General, object code 5265 Other Professional Services.

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 <u>09/09/18</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>9/12/2018</u>

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

 _____ Date: 4-13-18

AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC
FOR THE PROVISION OF EQUIPMENT MAINTENANCE SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the EQUIPMENT MAINTENANCE services of SIEMENS INDUSTRY INC of BUFFALO GROVE, IL (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from JULY 1, 2018 to JUNE 30, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$70710.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor 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.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. 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.

24. NOTICE.

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

County of Inyo	
OFFICE OF THE SHERIFF	Department
550 S CLAY ST/P.O. DRAWER 5	Street
INDEPENDENCE, CA 93526	City and State

Contractor:	
SIEMENS INDUSTRY INC	Name
4273 WEST RICHERT AVE. SUITE 110	Street
FRESNO, CA 93722	City and State

25. 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 SIEMENS INDUSTRY INC
FOR THE PROVISION OF EQUIPMENT MAINTENANCE SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

N/A per Sue 4/10/18

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

AND SIEMENS INDUSTRY INC
AGREEMENT BETWEEN COUNTY OF INYO
FOR THE PROVISION OF EQUIPMENT MAINTENANCE SERVICES

TERM:
JULY 1, 2018 JUNE 30, 2021
FROM: _____ **TO:** _____

SCOPE OF WORK:

AS NOTED IN THE ADVANTAGE SERVICE AGREEMENT, DATED APRIL 3, 2018; SPECIFICALLY PAGES 3-6 OF THE PROPOSED ATTACHED AGREEMENT.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC
FOR THE PROVISION OF EQUIPMENT MAINTENANCE **SERVICES**

TERM:

FROM: JULY 1, 2018 **TO:** JUNE 30, 2021

SCHEDULE OF FEES:

\$23579.00 ANNUALLY \$5892.50 QUARTERLY

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC

FOR THE PROVISION OF EQUIPMENT MAINTENANCE **SERVICES**

TERM:

FROM: JULY 1, 2018 **TO:** JUNE 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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



Advantage Services[®]

Fire Service Renewal Agreement for Inyo County Sheriff's Department

April 3, 2018

SIEMENS



Advantage Services

Agreement for Inyo County Sheriff's Department

April 3, 2018

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1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

1.2 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2 Service Solution

2.1 FIRE ALARM & LIFE SAFETY SERVICES

Approach

Bronze/Custom

The Bronze Advantage Services plan is an economical choice for customers who require planned and scheduled inspection services. Service calls outside the scope of regularly scheduled inspections can be handled on a time and material basis and will be responded to as soon as staff is available.

Performance

Designed for customers requiring absolute confidence in their fire system operation, Advantage Services Performance Package provides you with the world-class expertise available only from Siemens, the world leader in fire alarm systems and system maintenance. Our single-minded objective is to make certain your system is operating properly 24-hours a day, 7 days a week and that your system is in full compliance with local and national requirements. The Performance Package is also specially designed to reduce false alarms and help minimize system downtime and costly repairs.

The Performance includes code-compliant testing of your fire alarm system, smoke detector cleaning and sensitivity testing, and a detailed written report following each service visit.

2.1.1 Customer Support Services

Written Report of All Services Performed

We will complete a service report for each visit detailing the purpose of the call and summarizing the work that was performed.

2.1.2 Technical Support Services

Fire Alarm System Testing & Inspection

We will perform an annual test of all covered fire systems by certified specialists using testing protocols specified by NFPA as well as any local guidelines that are required for your facility. In addition, we will perform sensitivity testing of all smoke detectors to ensure that the equipment is operating within the proper UL-specified sensitivity range. Necessary documentation detailing the results of the inspection, including a list of deficiencies, will be provided upon completion of the test to satisfy the AHJ and to maintain your Certificate of Occupancy.

The equipment included as part of this service is listed in the List of Maintained Equipment section of this service agreement.

Smoke Detector Sensitivity Testing

Smoke Detector Sensitivity testing will be performed, in accordance with NFPA guidelines, using the manufacturer's recommended test methods and a UL approved testing device. We will provide an analysis of the test results along with recommendations for detectors that require either cleaning or replacement.

3 Service Implementation Plan

3.1 Fire Alarm & Life Safety Services On-site Response Time and Call Windows

	Custom
Attribute	
Emergency Online/Phone Response	Within 30 minutes
Hours of Service	24 x 7- emergency Service Response will be provided within a 4 hour on site or 30 minutes by phone. Emergency service will be provided 24/7, 365 days per year.
Window for Call Handling	24 x 7 – Availability to take your call (1-866-SBT-PROS)

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See [List of Maintained Equipment](#) to view your current Repair and Replacement Coverage.

3.2 Maintained Equipment Table

SIEMENS

Siemens Industry, Inc.
Service Agreement

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Detectors	Detectors	Conventional Heat Detectors	78			
Services (Times per year): Test and Inspection (1)						

Detectors	Detectors	Conventional Duct Smoke Detectors	9			
Services (Times per year): Sensitivity Testing-Manual (0.5) - Test and Inspection (1)						

Detectors	Detectors	Conventional Smoke Detector	129			
Services (Times per year): Sensitivity Testing-Manual (0.5) - Test and Inspection (1)						

Field Peripherals	Field Peripherals	Conventional Pull Station	8			
Services (Times per year): Test and Inspection (1)						

Field Peripherals	Field Peripherals	Door Holders	1			
Services (Times per year): Test and Inspection (1)						

Field Peripherals	Field Peripherals	Speakers or Horns with Strobes	3			
Services (Times per year): Test and Inspection (1)						

Field Peripherals	Field Peripherals	Speakers or Horns	3			
Services (Times per year): Test and Inspection (1)						

Field Peripherals	Field Peripherals	Tamper Switch Monitor Module	6			
Services (Times per year): Test and Inspection (2)						

Field Peripherals	Field Peripherals	Waterflow Switch Monitor Module	6			
Services (Times per year): Test and Inspection (2)						

Control & Annunciation	Control & Annunciation	Simplex 4002 & Simplex 4100 8 node	8			
Services (Times per year): Test and Inspection (1)						

Additional Inspections: The following repair/maintenance is for parts only, up to \$7,000 annually.

- (a) Check and maintain all panels, boards, power supplies, batteries, switches relays, light bulbs, keypads and intercom.
- (b) Testing, servicing and repair of the door control system.
- (c) Eight node network system controls all door system. We cover all panels, switches, batteries and parts.
- (d) Special Provisions:
All testing will be performed during normal working hours (8:00am to 5:00pm, Monday through Friday)

The inspection and testing of the fire alarm system will be performed in accordance with NFPA code as adopted by the State of California. Siemens technicians will test the entire system at least once annually, which includes the fire alarm panel and all field devices. Siemens technicians will provide documentation and make recommendations where repairs or replacements are required.

Maintenance provides for component replacement of the central processing unit, replacement of circuit boards and all components in the fire alarm control panels, Annunciator panels and remote panels due to failure, unless the panel or component has been declared obsolete or discontinued by the OEM, rendering parts available.

Replacement of faulty wiring and field devices is not included unless specified.

3.3 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Danelle Henry-Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Shawn Neylon-Service Account Engineer or Team Leader is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Ryan Masloskie-Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Lucy Arroyo-Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Office: 559-276-2600

Toll Free 24/7 Service Line: 1-866-SBT-PROS

party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach.

5. FORCE MAJEURE / DELAYS. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement. For the avoidance of doubt, failure to pay shall not constitute a force majeure delay.

6. BUYER'S REQUIREMENTS. Siemens' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all necessary access to Equipment, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens), documents, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by Siemens for the performance of the Services. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.

Buyer shall also maintain the Site in a safe condition, notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Services.

7. INDEMNITY. Siemens and Buyer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or property of Buyer (or Site Owner) is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

8. WARRANTY. (a) Siemens warrants that it will perform the Services in a professional and workmanlike manner. If the Services fail to meet the warranty standards set forth in this Article 8(a) within the Warranty Period defined in the attached Addendum A, and Buyer promptly reports such non-conformance to Siemens during the above mentioned Warranty Period, Siemens shall at its own expense re-perform the relevant Services or, in Siemens' sole discretion, refund Buyer the pro rata portion of the fees paid to Siemens under this Agreement allocable to the nonconforming Services (the "Warranty").

(b) Conditions to the Warranties: The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Services; (iv) Buyer discontinuing

use of the Equipment after it has, or should have had knowledge of any defect in the Equipment; (v) Buyer providing Siemens with reasonable access to operating and maintenance data as requested by Siemens, (which may include secure broadband connection). Without expense to Siemens, Buyer shall provide to Siemens and Siemens' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Siemens to perform the Services.; (vi) Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (vii) Buyer not being in default of any payment obligation. Buyer shall provide, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations.

(c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any Third Party Parts or Equipment or to services not performed by Siemens pursuant to this Agreement. Siemens will have no liability to Buyer under any legal theory for such Third Party Parts, Equipment, services or any related assignment of warranties.

(d) **Warranty Notice.** Buyer must provide written notice of any claims for breach of Warranty within the applicable Warranty Period. Additionally, absent written notice within the Warranty Period, any use of the Equipment after expiration of the Warranty Period is conclusive evidence that the Warranties have been satisfied.

(e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to re-performance of the non-conforming portion of the Services, within a reasonable time period, or refund of all or part of the purchase price. The warranty on re-performed Services is limited to the remainder of the original Warranty Period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) transportation to and from the Siemens factory or repair facility; and (ii) damage to Equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 8(b) or from their deteriorated condition.

(f) THE WARRANTIES IN THIS ARTICLE 8 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 9 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID TO SIEMENS UNDER THIS AGREEMENT.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 9 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 9 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS.

FOR THE AVOIDANCE OF DOUBT, IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 6, AS APPLICABLE, WHICH SIEMENS WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

10. INTELLECTUAL PROPERTY.

Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so it's use is non-infringing.

Siemens will have no duty or obligation under this Article 10 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 10.

THIS ARTICLE 10 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

11. CONFIDENTIALITY.

(a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, know-how, methods and techniques employed by Siemens in connection with the Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance, the observing or recording of the Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Siemens may (in addition to any other legal or equitable rights and remedies) stop the Services until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Buyer will reimburse Siemens for Siemens' and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Services performed on Buyer's Site or Equipment. However, Siemens has the right to share confidential information with its affiliate and subcontractors provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of

confidentiality, by a third party having the right to make such disclosure; (ii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

(d) Siemens shall retain all intellectual property rights in the Services, works, Siemens' documents, processes, Siemens' confidential information, and any design information and/or documents made by (or on behalf of) Siemens. Upon receipt of all fees, expenses and taxes due in respect of the relevant Services, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Siemens' documents for the sole purpose of operation and maintenance of the facility upon which the Services have been performed.

12. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations.

13. CHANGES IN SERVICES. No change will be made to the scope of Services unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens shall be entitled to a change order for an equitable adjustment in the price and time of performance.

14. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

15. MODIFICATION OF TERMS. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

16. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

17. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. **BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT.** Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

18. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

19. EXPORT/IMPORT COMPLIANCE. Buyer acknowledges that Siemens is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of goods or information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations Siemens continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

20. NUCLEAR. In the event the Services provided under the Agreement are to be performed at or in any manner in connection with a nuclear installation, the following conditions shall apply:

A. Buyer's Insurance

(1) If Buyer procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its subcontractors as additional insureds.

(2) Buyer shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident (as defined in the Atomic Energy Act of 1954, as amended) as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Buyer will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its subcontractors by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

B. Waivers by Buyer: Neither Siemens, nor its subcontractors shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Buyer recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Buyer shall defend, indemnify and hold Siemens and its subcontractors harmless against claims by such third party which are based on Buyer's recovery of such damages. In addition, Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

C. Third Party Property Protection: Buyer will indemnify and hold Siemens and its subcontractors harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Buyer shall obtain for the benefit of Siemens and its subcontractors, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Buyer in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Buyer.

D. Decontamination: Buyer shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Buyer shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

21. SURVIVAL. The Articles entitled "Intellectual Property," "Limitation of Liability," "Indemnity," "Confidentiality," "Risk of Loss and Schedule," "Export/Import Compliance," and "Nuclear" survive any termination, expiration or cancellation of this Agreement.

22. SITE SAFETY. Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment on which Siemens will perform the Services. Siemens shall not be obligated to commence or perform Services unless Buyer's Site complies with all applicable safety requirements. In the event Buyer's Site safety is non-compliant, Siemens may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Buyer's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

23. ENVIRONMENTAL COMPLIANCE. To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as "Hazardous Waste") shall apply.

Buyer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish Siemens with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed, and (iii) handle, store and dispose of Hazardous Waste. Buyer shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold Siemens harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Buyer's property, the Equipment or the Services.

24. ASBESTOS

The terms "Asbestos" and "Presumed Asbestos Containing Material" shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and "ACM" shall mean Asbestos and Asbestos containing materials.

(1) The Buyer warrants and represents that, in any areas which may be accessed by Siemens or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to Siemens' commencement of Services at any Site:

(a) The Buyer shall, at Buyer's expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter "PACM"), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and,

(b) The Buyer shall ensure that any areas where any activities involving the abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, SIEMENS IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS ARTICLE 24. Without limiting its other rights and remedies, Siemens (i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Article 24, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer's non-compliance.

(3) In no event shall Siemens be obligated to install, disturb, handle, or remove any PACM.

(4) Siemens makes no representation that it is licensed to abate ACM.

(5) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 24.

26. THIRD PARTY PARTS

Buyer warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

SIEMENS STANDARD TERMS AND CONDITIONS
Standard Terms Addendum for Fire and Life Safety

The terms and conditions of this Addendum for Fire and Life Safety ("FLS") are applicable only to the Fire and Life Safety Services identified in the Proposal and supplements the Standard Terms and Conditions with the following four (4) paragraphs (the terms "Work" and "Service" are used interchangeably to reference what Siemens is providing to the Buyer as detailed in the Proposal):

FLS 1. If the FLS Equipment that is to be serviced under this Agreement fails to comply with all applicable codes or if removal of any item of Equipment from coverage would compromise or impair the integrity or the compliance with law applicable to such FLS Equipment, and the Buyer fails to take all necessary corrective action to achieve compliance, then Siemens may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

FLS 2. To the extent that Work on a Fire and Life Safety ("FLS") system is included, the entire FLS system will be tested and inspected as set forth in the National Fire Protection Association ("NFPA") guidelines 72 2013 edition (or most current edition), Chapter 14, (hereby incorporated by reference), or as otherwise may be required pursuant to the law of the applicable jurisdiction. All testing of any FLS system will be performed at the time and place and in the manner deemed appropriate by Siemens, in accordance with applicable law and the requirements of NFPA and other relevant standards. Buyer will be solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from the Buyer's specification of any testing schedule other than in accordance with NFPA guidelines or other applicable standards.

FLS 3. Buyer alone shall act to protect life and property from the time a partial or full system failure occurs until Siemens notifies Buyer that such system is operational or the emergency has been cleared. Buyer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). Siemens shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

FLS 4. The Buyer's sole remedy for any and all claims, losses or expenses arising from, or caused by, the failure of a Siemens installed FLS system to operate properly shall be limited to the same remedy as the Buyer's sole remedy for a defective non-conforming FLS system provided hereunder which shall be in accordance with the warranty terms contained in this Agreement.

Appendix A. Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

Siemens Industry, Inc. *Rates effective through life of agreement.*

Please note: Rates shown are for the period referenced above and are subject to change.

Standard Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$217.00	\$326.00	\$434.00
Fire Safety Specialist	\$172.00	\$258.00	\$344.00
Fire Sprinkler Fitter	\$221.00	\$331.50	\$442.00
Electrician	\$250.00	\$375.00	\$500.00
Security Specialist	\$181.00	\$271.50	\$362.00
Mechanic	\$260.00	\$390.00	\$520.00
Add All:	(plus \$55.00 truck charge)	(plus \$55.00 truck charge)	(plus \$55.00 truck charge)

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed below.

Preferred Customer Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$174.00	\$261.00	\$348.00
Fire Safety Specialist	\$136.00	\$204.00	\$272.00
Fire Sprinkler Fitter	\$177.00 (plus \$50.00 truck charge)	\$265.50 (plus \$50.00 truck charge)	\$354.00 (plus \$50.00 truck charge)
Electrician	\$200.00	\$300.00	\$400.00
Security Specialist	\$145.00	\$217.50	\$290.00
Mechanic	\$208.00 (plus \$50.00 truck charge)	\$312.00 (plus \$50.00 truck charge)	\$416.00 (plus \$50.00 truck charge)

Minimum Charge: Service involving travel to the customer site will incur a three-hour minimum labor charge for non active Service Agreements.

Material Rates: Customers with an active Service Agreement will benefit from a discount of 25% off the standard pricing for Siemens Building Technologies products. Customers without a Service Agreement will pay standard pricing for Siemens Building Technologies products.

4 Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.
 4273 West Richert Ave. Suite 110
 Fresno, CA 93722
 Danelle Henry
 559-916-8448

Inyo County Sheriff's Department
 PO Box "S"
 550 S. Clay Street
 Independence, CA 93526
 Janis Odum
 760-878-0326

Services shall be provided at 550 S. Clay Street, Independence, CA 93526.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 4/3/2018, and the terms and conditions in the "Agreement between County of Inyo and Siemens Industry Inc. for the Provision of Maintenance of Equipment Services" as incorporated in pp. 1-11, inclusive and Specifications 1 ("Insurance Requirements")

Duration: This agreement shall remain in effect for an Initial Term of 3 Years beginning 7/01/2018.

Investments:

Year 1	07/01/2018 to 6/30/2019	\$23,570 annually	paid \$5,892.50 quarterly
Year 2	07/01/2019 to 6/30/2020	\$23,570 annually	paid \$5,892.50 quarterly
Year 3	07/01/2020 to 6/30/2021	\$23,570 annually	paid \$5,892.50 quarterly

Applicable sales taxes are not included in the price of this proposal. Prices quoted in this proposal are firm for 120 days.

Proposal accepted by:

Inyo County Sheriff's Department

Proposal submitted by:

Danelle Henry
 Account Executive
 Siemens Industry, Inc.

 Signature Date

 Signature Date

P.O.# _____
 "PO Number will be used for Internal Purposes Only"

- Customer purchase order included as an attachment to this agreement and will be referenced on invoices.

Brian Klee
 Branch Manager
 Siemens Industry, Inc.

Or

- Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

 Signature Date

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter. BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

4.2 Terms And Conditions

STANDARD TERMS AND CONDITIONS OF SALE FOR SERVICES

1. APPLICABLE TERMS. This Agreement governs the sale and performance of services provided by Siemens ("Services"). The Standard Terms Addenda, these terms, any other applicable addenda, Siemens' proposal, price quote, purchase order or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.

2. PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard rates in effect when Siemens receives Buyer's purchase order; or if neither (i) nor (ii) apply, then Siemens' standard rates in effect when the Services are performed.

(a) **Payment** - Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) **Credit Approval** - All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold performance of Services, require cash payments or advance payments, or require other satisfactory financial security before performance of Services.

(c) **Taxes** - Unless stated in writing by Siemens, Siemens' rates exclude charges for taxes, excises, fees, duties or other government charges related to the Services. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(d) **Late Payments** - Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(e) **Disputed Invoice** - If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(f) **Suspension/Termination Right** - Siemens may suspend Services if an undisputed invoice is more than fifteen (15) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in the Buyer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

3. RISK OF LOSS AND SCHEDULE. Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

Any performance or completion dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet any such dates.

4. CANCELLATION. Except for Siemens right to terminate in accordance with Article 2 and Article 4, this Agreement is non-cancelable during the Initial Term. Thereafter, either party may terminate this Agreement effective at the end of the Initial Term or at the end of a renewal period by giving the other party at least sixty (60) days prior written notice of its intent to cancel the Agreement. Either party may terminate this Agreement for material breach of the other



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 16

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: The DRAFT Saline Valley Warm Springs Management Plan and DRAFT Environmental Impact Statement (DEIS)¹.

RECOMMENDATION:

- Receive a presentation from Death Valley National Park (DVNP) staff on the DRAFT Saline Valley Warm Springs Management Plan and DEIS;
- Receive a review by planning staff on the comments previously submitted by the County and how they relate to DEIS; and,
- Provide direction to staff to submit comments on the DRAFTs.

SUMMARY DISCUSSION: The National Park Service (NPS) - Death Valley National Park (DVNP) has been working on a management plan for Saline Valley Warm Springs over the past several years. This area has a long history of being a clothing optional bathing and camping, rustic, resort. In April, 2012 Inyo County, along with the Bureau of Land Management and the Timbisha Shoshone Tribe became a cooperating agencies with DVNP in the plan development.

The DRAFT Saline Valley Warm Springs Management Plan and DEIS were noticed in the Federal Register on May 4, 2018 (attached). Comments are due by July 2, 2018. DVNP staff will present the project and the DRAFTs to the Board.

The County provided comments on the Alternatives proposed to be included in the DEIS. A comparison of these comments and how they relate to the Preferred Alternative included in the DRAFTs have been prepared and will be reviewed by staff (attached).

The Preferred Alternative includes:

- Fencing would be installed around the developed area to exclude burros.
- Officially designating the Chicken Strip airstrip as a landing strip through an associated rulemaking process, allowing it to remain open. Camping would be allowed at the airstrip.
- Camping permits would be required. Permits would be free at first, but a fee might be implemented later. Camping would continue to be limited to 30 days per calendar year. Dispersed camping will be allowed in designated areas.

¹ DRAFTs can be viewed at: <https://parkplanning.nps.gov/projectHome.cfm?projectId=39438>

- Remove non-native vegetation (including palms) from the Upper Springs. No replacement palms would be placed at Lower Springs when the existing ones die naturally.
- Art that is found to be 50 years or older is considered eligible for the National Register. Art installations determined to be eligible would be managed in accordance with the National Historic Preservation Act. Non-historic art would be removed regularly to preserve the natural beauty of the area.

ALTERNATIVES: Do not receive the presentation from DVNP staff or planning staff. This is not recommended as the County is a cooperating agency in the development of the Saline Valley Warm Springs Management Plan.

OTHER AGENCY INVOLVEMENT: Bureau of Land Management; Timbisha Shoshone Tribe; the Inyo County departments of Public Works and Environmental Health; and, other interested persons and organizations.

FINANCING: General fund resources are utilized to monitor planning work by Federal Agencies.

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

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


_____ Date: 5/7/18

Sec. 26, W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ and W $\frac{1}{2}$;
 Sec. 27;
 Sec. 28, that portion east of the easterly right-of-way boundary for State Route 121;
 Sec. 33, that portion east of the easterly right-of-way boundary for State Route 121;
 Sec. 34.
 T. 21 N, R. 34 E,
 Sec. 25, lots 1 and 2, W $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$.
 T. 21 N, R. 35 E,
 Sec. 17, W $\frac{1}{2}$, except patented lands;
 Sec. 18, lots 5 thru 11 and E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$.
 The area described for Dixie Valley Training Area aggregates 68,804.44 acres in Churchill County.

Jurisdiction for the decision on this withdrawal proposal lies with the Secretary of the Interior, or an appropriate member of the Office of the Secretary, pursuant to Section 204 of FLPMA.

The BLM's withdrawal petition/application and the records relating to the petition/application can be examined at the BLM Carson City District Office, 5665 Morgan Mill Road, Carson City, Nevada 89701, during regular business hours (7:30 a.m., to 4:30 p.m.), Monday through Friday, except Federal holidays.

A copy of the legal descriptions and the maps depicting the lands proposed withdrawal for land management evaluation purposes are available for public inspection at the following offices:

State Director, BLM Nevada State Office, 1430 Financial Boulevard, Reno, Nevada 89502

District Manager, BLM Carson City District Office, 5665 Morgan Mill Road, Carson City, Nevada 89701

For a period until August 2, 2018 all persons who wish to submit comments, suggestions, or objections in connection with the proposed withdrawal may present their comments in writing to the persons and offices listed in the ADDRESSES section above.

All comments received will be considered before any final action is taken on the proposed withdrawal.

For the proposed 4-year withdrawal for LME purposes, the BLM is the lead agency for NEPA compliance and with this Notice invites public review of the EA. Because of the nature of a withdrawal of public lands from operation of the public land laws, including the mining laws, the mineral leasing laws, and the geothermal leasing laws, for land management evaluation purposes, subject to valid existing rights, where the purpose of the withdrawal is to maintain the *status quo* of the lands, mitigation of the withdrawal's effects is not likely to be

an issue requiring detailed analysis. However, consistent with Council on Environmental Quality regulations implementing NEPA (40 CFR 1502.14), the BLM will consider whether and what kind of mitigation measures may be appropriate to address the reasonably foreseeable impacts to resources from the approval of this proposed withdrawal for land management evaluation purposes.

You may submit comments on the EA for LME purposes in writing to the BLM using one of the methods listed in the ADDRESSES section above. To be most helpful, you should submit comments by the date specified in the DATES section above. The BLM will use this NEPA public participation process to help satisfy the public involvement requirements under Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. 470(f)) pursuant to 36 CFR 800.2(d)(3). The information about historic and cultural resources within the area potentially affected by the proposed withdrawal for LME purposes will assist the BLM in identifying and evaluating impacts to such resources in the context of both NEPA and Section 106 of the NHPA.

Comments including names and street addresses of respondents will be available for public review at the BLM address noted above, during regular business hours Monday through Friday, except Federal holidays. Before including your address, phone number, email address, or other personally identifiable information in your comment, you should be aware that your entire comment—including your personally identifiable information—may be publicly available at any time. While you can ask the BLM in your comment to withhold your personally identifiable information from public review, we cannot guarantee that we will be able to do so.

As the public land referenced in this Notice have already been segregated as described, licenses, permits, cooperative agreements, or discretionary land use authorizations may be allowed during the segregative period, but only with the approval of the authorized officer and, as appropriate, with the concurrence of the DON.

The proposed withdrawal will be processed in accordance with the regulations set forth in 43 CFR part 2300.

Authority: 43 CFR 2310.3-1

Michael C. Courtney,
 Acting State Director, Nevada.
 [FR Doc. 2018-09670 Filed 5-3-18; 8:45 am]
BILLING CODE 4310-HC-P

DEPARTMENT OF THE INTERIOR

National Park Service

[NPS-WASO-ANRSS-24195;
 PPWONRADE2, PMP00E105.YP0000]

Notice of Availability of the Saline Valley Warm Springs Draft Environmental Impact Statement at Death Valley National Park, California and Nevada

AGENCY: National Park Service, Interior.

ACTION: Notice of Availability.

SUMMARY: The National Park Service (NPS) announces the availability of the Saline Valley Warm Springs Draft Management Plan and Environmental Impact Statement (plan/DEIS).

DATES: The NPS will accept comments on the plan/DEIS for a period of 60 days following publication of the Environmental Protection Agency's (EPA) Notice of Availability of the plan/DEIS in the *Federal Register*. After the EPA Notice of Availability is published, the NPS will schedule public meetings to be held during the comment period. Dates, times, and locations of these meetings will be announced in press releases and on the plan/DEIS website for the project at <http://parkplanning.nps.gov/SalineValleyWarmSprings>.

ADDRESSES: You may send comments by any of the following methods:

- *NPS Planning, Environment and Public Comment website:* <http://parkplanning.nps.gov/SalineValleyWarmSprings>.

- *Mail or Hand Delivery:* Superintendent Mike Reynolds, Death Valley National Park, Death Valley National Park, P.O. Box 579, Death Valley, CA 92328.

For detailed instructions on sending comments and additional information, see the "Public Participation" and "How to Comment" heading of the SUPPLEMENTARY INFORMATION section of this document.

FOR FURTHER INFORMATION CONTACT: Please contact Superintendent Mike Reynolds, Death Valley National Park, Death Valley National Park, P.O. Box 579, Death Valley, CA 92328, or by telephone at 760-786-3243. Information is available online for public review at <http://parkplanning.nps.gov/SalineValleyWarmSprings>.

SUPPLEMENTARY INFORMATION: This process is being conducted pursuant to the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*) and the regulations of the Department of the Interior (43 CFR part 46). The purpose of this plan/DEIS is to develop a

management strategy for the Saline Valley Warm Springs area that will complement the Death Valley National Park General Management Plan (GMP). This plan/DEIS is being developed in cooperation with the Timbisha Shoshone Tribe, Inyo County, and the Bureau of Land Management.

Saline Valley is a large desert valley located in the northwest portion of Death Valley National Park. The National Park Service has defined the warm springs area of Saline Valley as approximately 100 acres of back country surrounded by wilderness. It has not been formally or systematically developed for use by the National Park Service but does have a number of user developed and maintained structures and facilities.

The plan/DEIS is intended to provide a framework at the Saline Valley Warm Springs area for: natural and cultural resources management; administration and operations; and managing visitor use. It is intended to provide guidance for Death Valley National Park managers as they work with various stakeholders and promote the partnership between the park and the Timbisha Shoshone Tribe to ensure the Saline Valley Warm Springs area is protected and enhanced by cooperative activities.

Action is needed to implement the GMP and address visitor use and development at the Saline Valley Warm Springs area. Past visitors of the warm springs area have altered the natural aspect of the area through diversion of water from the natural warm springs and through construction of soaking tubs and other amenities. The warm springs area is also part of the Timbisha Shoshone Natural and Cultural Preservation Area, and the ethnographic uses by the Tribe and recreational uses by other visitors can be in conflict.

This plan/DEIS evaluates the impacts of the no-action alternative (Alternative 1) and four action alternatives (Alternatives 2, 3, 4, and 5).

Alternative 1 would continue existing management practices and assume no new management actions would be implemented beyond those available at the outset of this planning process. The users, with help from the volunteer camp hosts, would continue to informally oversee the recreational uses of the warm springs area and visitors would continue to be able to use the Chicken Strip airstrip, soaking tubs and associated facilities as they currently exist.

Under all action alternatives, the park would enforce existing laws and policies and continue to cooperatively manage the area with the Timbisha Shoshone Tribe pursuant to the

Timbisha Shoshone Homeland Act of 2000. The NPS could create a no cost registration for all overnight guests. In addition, each action alternative includes some type of fencing, dependent on archeology surveys and consultation, as a means of excluding feral burros from the source springs.

Under Alternative 2, the NPS would retain much of the existing use of the warm springs but bring the actions and conditions into compliance with NPS, state, and federal regulations. The NPS would consult with the Office of Public Health to develop an approach for water quality monitoring, add signs at sinks to inform visitors of non-potable water, add filtration systems for discharged water at the dishwashing stations, and make the facilities accessible to the extent possible. The NPS would also take steps to restore the natural and cultural environments of the warm springs by controlling nonnative plant species, removing user-created fire rings, and requiring visitors to haul out ash and charcoal.

Alternative 3 aims to involve user groups more formally in the cooperative management of the area. The user groups would be engaged through agreements to identify and carry out many of the actions needed to protect natural and cultural resources, protect human health and safety, and maintain visitor facilities. This alternative would employ the same human and health and safety measures as alternative 2 and would involve the installation of artistic fences to protect areas from feral burros. Increased resource protection measures would be implemented including additional nonnative vegetation control, the potential use of food storage boxes, and removing the diversion piping from Burro Spring. Camping would be restricted to designated camping areas and no camping would be allowed within 200 feet of the source springs or Chicken Strip.

Under alternative 4, the NPS would restore the warm springs, as closely as possible, to a natural condition with minimal or no development. Tubs and associated infrastructure would be removed, as would dishwashing stations, showers, vehicle support facilities, airstrip, and vault toilets. Dispersed camping could continue but no camping would be allowed within 200 feet of all water sources. The park would remove nonnative plants and restore native habitats, in addition to installing fencing around warm springs area at the wilderness boundary to prevent access by feral burros.

Alternative 5, the preferred alternative, seeks to encourage cooperative management between the

park and user groups while protecting natural and cultural resources and allowing for continued recreational visitor use. Alternative 5 is the same as alternative 3 except for several aspects. Under alternative 5, camping would be allowed at the Chicken Strip airstrip and additional tiedowns could be added. Visitors that camp at the airstrip would be required to pack out their waste, unlike alternative 3. Under alternative 5, the park would not consider the installation of food storage boxes for storage of visitors' food items. Instead, the park would encourage proper storage of food through on-site and online education, the same as alternative 2. Unlike alternative 3, which proposes to install artistic wood fencing to enclose soaking tubs, source springs and riparian areas, this alternative would install fencing around the entire developed warm springs area, dependent on archeology surveys and consultation. This would prevent feral burro access to water sources, vegetation, and campsites while protecting archeological resources along the wilderness boundary.

Public Participation: After the Environmental Protection Agency's Notice of Availability is published, the NPS will schedule public meetings to be held during the comment period near the park. Dates, times, and locations of these meetings will be announced in press releases and on the NPS Planning, Environment, and Public Comment website for the Draft EIS at <http://parkplanning.nps.gov/SalineValleyWarmSprings>.

How to Comment: You are encouraged to comment on the plan/DEIS online at <http://parkplanning.nps.gov/SalineValleyWarmSprings>. You may also mail or hand-deliver your written comments to Superintendent Mike Reynolds, Death Valley National Park, Death Valley National Park, P.O. Box 579, Death Valley, CA 92328. Written comments will also be accepted during scheduled public meetings discussed above. Comments will not be accepted by fax, email, or by any method other than those specified above. Bulk comments in any format (hard copy or electronic) submitted on behalf of others will not be accepted. Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we

cannot guarantee that we will be able to do so.

Dated: January 30, 2018.

Martha Lee,

Acting Regional Director, Pacific West.

[FR Doc. 2018-09440 Filed 5-3-18; 8:45 am]

BILLING CODE 4312-52-P

DEPARTMENT OF THE INTERIOR

National Park Service

[NPS-WASO-NRNL-25494;
PPWOCRADIO, PCU00RP14.R50000]

National Register of Historic Places; Notification of Pending Nominations and Related Actions

AGENCY: National Park Service, Interior.

ACTION: Notice.

SUMMARY: The National Park Service is soliciting comments on the significance of properties nominated before April 21, 2018, for listing or related actions in the National Register of Historic Places.

DATES: Comments should be submitted by May 21, 2018.

ADDRESSES: Comments may be sent via U.S. Postal Service and all other carriers to the National Register of Historic Places, National Park Service, 1849 C St. NW, MS 7228, Washington, DC 20240.

SUPPLEMENTARY INFORMATION: The properties listed in this notice are being considered for listing or related actions in the National Register of Historic Places. Nominations for their consideration were received by the National Park Service before April 21, 2018. Pursuant to Section 60.13 of 36 CFR part 60, written comments are being accepted concerning the significance of the nominated properties under the National Register criteria for evaluation.

Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Nominations submitted by State Historic Preservation Officers:

ARIZONA

Pima County

Ferguson, George W., House, 6441 N Treasure Dr, Tucson, MP100002476

ARKANSAS

Garland County

Cleveland Arms Apartment Building, 2410 Central Ave, Hot Springs, SG100002477

Pulaski County

Carmichael House, 13905 Arch Street Pike, Little Rock vicinity, SG100002478

Union County

Goodwin Field Administration Building, 418 Airport Dr, El Dorado, SG100002479

CONNECTICUT

Hartford County

Bristol High School, 70 Memorial Blvd., Bristol, SG100002506

DISTRICT OF COLUMBIA

District of Columbia

Duvall Manor Apartments, 3500-3510 Minnesota Ave SE, Washington, MP100002480

Texas Gardens Apartments, 1741 28th St SE, Washington, MP100002481

INDIANA

Kosciusko County

Little Crow Milling Company Factory, 201 S Detroit St, Warsaw, SG100002488

Marion County

Our Savior Lutheran Church, 261 W 25th St, Indianapolis, SG100002490

Stout Field, Administration Building, Address Restricted, Indianapolis vicinity, SG100002491

Stout Field, Hangar, Address Restricted, Indianapolis vicinity, SG100002493

University Club, 970 N Delaware St, Indianapolis, SG100002494

Miami County

Peru Courthouse Square Historic District, Roughly bounded by Wabash R., Wabash, 7th & Miami Sts, Peru, SG100002492

Putnam County

Cloverdale Historic District, Generally bounded by Robert L. Weist Ave, Lafayette, Logan & Grant Sts, Cloverdale, SG100002496

National Road over Deer Creek Historic District, US 40 & W Cty Rd 570S, Old US 40 & S Cty Rd 25E & Putnam County Bridges #237 & 187, Putnamville vicinity, SG100002497

Randolph County

Union Literary Institute, Address Restricted, Spartanburg vicinity, SG100002498

Sullivan County

Center Ridge Cemetery, 704 W Johnson St, Sullivan, SG100002499

IOWA

Bremer County

Third Street Bridge (FHWA No. 012250), 3rd St SE over the Cedar R. between 5th & 6th Aves SE, Waverly, MP100002485

Dubuque County

Sacred Heart School, 2238 Queen St, Dubuque, SG100002486

Polk County

Yunker Brothers Department Store (Boundary Decrease), 713 Walnut St., Des Moines, BC100002487

MARYLAND

Baltimore Independent city

Morgan State University Memorial Chapel, 4307 Hillen Rd, Baltimore (Independent City), SG100002500

MINNESOTA

Chippewa County

Maynard State Bank, 330 Cynthia St, Maynard, MP100002501

Koochiching County

Ranier Community Building, 2099 Spruce St., Ranier, MP100002502

Williams Township School, 740 Cty Rd 89, Clementson vicinity, SG100002503

Otter Tail County

Trinity Lutheran Church, 301 Douglas Ave, Henning, SG100002504

MONTANA

Jefferson County

Lewis and Clark Caverns Historic District, Lewis & Clark Caverns Rd, LaHood vicinity, SG100002505

NEW YORK

Columbia County

Austerlitz Historic District, NY 22, Harvey Mtn., E Hill, W Hill & Old Rds, Austerlitz, SG100002507

Spencertown Historic District, NY 203, Elm & South Sts, Austerlitz, SG100002508

Erie County

Buffalo General Electric Complex, 960-996 Busti Ave & 990 Niagara St., Buffalo, SG100002509

Ingleside Home, 70 Harvard Pl, Buffalo, SG100002511

Westminster House Club House, 419 Monroe St, Buffalo, SG100002512

Saratoga County

Copeland Carriage Shop, North Shore Rd, Beecher Hollow, SG100002513

Seneca County

Ford, Edith B., Memorial Library, 7169 Main St., Ovid, SG100002514

Tompkins County

Tibbetts—Rumsey House, 310 W State St, Ithaca, SG100002515

NORTH CAROLINA

Forsyth County

Flynt House, 6780 University Pkwy, Rural Hall, SG100002516

Franklin County

Concord School, 645 Walter Grissom Rd, Kittrell vicinity, MP100002517

Halifax County

Allen Grove School, 13763 NC 903, Halifax, MP100002518

Please find below the comments on Alternatives presented in Saline Valley Management Alternatives Newsletter (attached) included in the County's letter to DVNP dated March 8, 2014 and a comparison (found in bold italicized text) with the Preferred Alternative in the DRAFTs (attached Table 1 – Elements of the Alternatives).

- In several sections of the plan there are references to the removal of dishwashing stations, with the additional requirement that dishes will be washed away from communal areas, the water will be strained and the remaining scraps will be taken out with the visitor upon leaving the area.
 - Our concern with this system is without a proper monitoring program to go with it some visitors may not wash their dishes in appropriate places and/or remove their food scraps causing problems with pests, smells and the general health and safety of the area. We are encouraging you to ensure that a system for monitoring go with this alternative.

The Preferred Alternative (Alternative 5) includes: Retain dishwashing stations and add filtration systems to catch food debris; signage at sinks to indicate water is non-potable.

This new language satisfies the County's concerns regarding the dishwashing stations.

- There are references to the camp hosts monitoring water quality.
 - Please add how the camp hosts will be trained or qualified to monitor water quality. Without adequate training, camp host monitoring could result in poor water quality, which, in turn, could create a situation that poses a threat to the health and safety of the visitors.

The Preferred Alternative (Alternative 5) includes: Consult with the Office of Public Health to develop an approach for water quality monitoring.

This somewhat satisfies the County's concerns with the camp hosts being tasked with water quality monitoring and will become more clear after the consultation with the Office of Public Health.

- Throughout the alternatives there are numerous references to 'historic' and 'non-historic' art work.
 - We ask that you define what this means. Is the term historic subject to the date it was created, if so, what is that date.
 - Also, please consider that some art work may be culturally important regardless of the date it was created.
 - Some of the art work currently found in the area represents the subculture of an era most commonly referred to as 'Hippie'. The Hippie artwork at the Saline Valley Warm Springs should be regarded in the same manner as any other art work defined as 'historic' or 'culturally important', and therefore, preserved.

The Preferred Alternative (Alternative 5) includes: Identify and manage National Register of Historic Places (NRHP)-eligible artwork; non-historic artwork removed from wilderness and backcountry area; and, no manipulation of natural or cultural resources (to include disturbance and collection) for the purpose of art. The DEIS (page 10) provides that non-

contributing historic resources are less than 50-years old and recommends that non-contributing resources be reevaluated as they hit the 50-year mark.

This satisfies the County's concerns regarding "hippy artwork" and the cultural significance of the area.

- The airstrip should be maintained.

The Preferred Alternative (Alternative 5) includes: Airstrip open for use, special regulation pending; camping allowed at airstrip; visitors required to pack out waste; allow for additional airplane tie downs with NPS approval.

This satisfies the County's concerns regarding the airstrip.

- The auto repair shop should be allowed to continue as the Saline Valley is a remote location where people can easily have problems with their vehicles and find themselves in dangerous situations.

All of the Alternatives except the No Action include: Remove the vehicle support facility; emergency vehicle assistance should not be expected by the visiting public.

This does not satisfy the County's concerns relating to the potential for people to find themselves in dangerous situations in cases of vehicle problems in the Saline Valley. It would be more in line with the County's previous comment on the Alternatives to promote the "No Action Alternative" with regard to the vehicle support facility. Or, to provide comments on the DRAFTs that this facility should remain with proper management of hazardous materials.

- The Restoration and Recreation Management Alternatives will result in serious impacts to the current visitor experience and completely change the Saline Valley Warm Springs area.

The Restoration and Recreation Management Alternative now named the Restoration Alternative, still remains. It was not chosen as the Preferred Alternative.

This satisfies the County's concerns about using these more extreme restoration approaches that would affect the area's ability to continue with status quo recreational uses.

- The alternatives are incomplete.
 - To fully capture the range of possible alternatives, we recommend that you add an 'intensive development' alternative. This would include amenities, such as a full service camp ground with hookups and dumps; and/or, a resort possibly run by vendors with motels, restaurants and with the tubs expanded in size, number or both.

The DRAFTs do not include an 'intensive development' Alternative.

This does not satisfy the County's concerns about the lack of a full range of Alternatives. The DEIS could still be considered inadequate since both ends of the possible development spectrum have not been considered and the DEIS does not include a discussion of why this type of Alternative was not evaluated in detail.

- At this point, the “No Action” alternative is the superior alternative as it maintains the legacy of Saline Valley Warm Springs as the unique place it is.

The DEIS' Preferred Alternative addresses most of the County's previously stated concerns with the exception of the vehicle support facility and the overall lack of a more intensive development Alternative. It would be appropriate for the County to support the Preferred Alternative with these additional comments.



Alternatives Newsletter

Saline Valley Warm Springs Management Plan/ Environmental Impact Statement

Letter from the Superintendent

Dear Friends,

The National Park Service is preparing a Saline Valley Warm Springs Management Plan and Environmental Impact Statement (Plan/EIS) for Death Valley National Park. Last spring and summer, we received more than 500 comments during the initial public scoping period for the Plan/EIS. We reviewed all of the comments and sincerely appreciate the public input.

The park is required by the National Environmental Protection Act (NEPA) to analyze a full range of reasonable alternatives. In this newsletter, you will find brief summaries of preliminary alternatives for the Plan/EIS, as well as the no-action alternative. These preliminary alternatives were developed using your comments from the public scoping process as a guide. The NPS planning team and cooperating agencies worked together to create four action alternatives that address the potential issues identified during the public scoping process.

Your review and comments on the preliminary alternatives will help us refine them and guide the planning team in developing alternatives to be analyzed in the Plan/EIS. Once fully developed, one of the alternatives could be selected as the National Park Service's preferred alternative or a new alternative could emerge that combines elements from some or all of the preliminary alternatives.

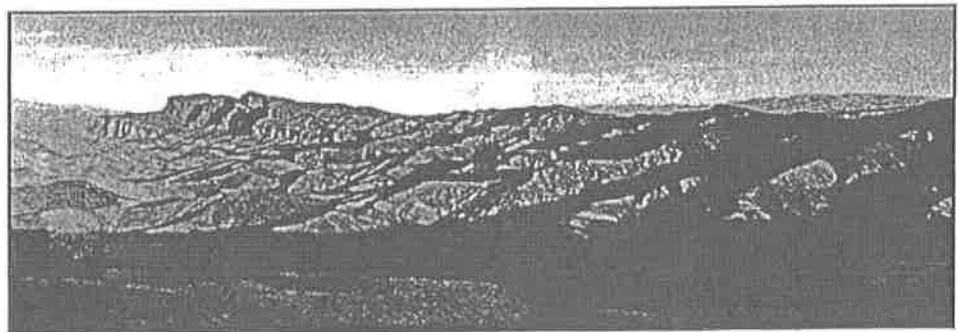
We invite you to review the preliminary alternatives and offer us your comments by mail or electronically through the National Park Service Planning, Environment, and Public Comment website at <http://parkplanning.nps.gov/deva>. We will be accepting your comments through March 28, 2014. In early February, we will be conducting public meetings to provide additional information, and to listen to your concerns and questions. You may also submit your comments at any of the three public meetings. A complete meeting schedule can be found on the back page of this newsletter.

We value your feedback during this process and look forward to reading your comments on these preliminary alternatives. Your participation is critical in the continuing development of the Plan/EIS.

Sincerely,

Kathy Billings

Kathy Billings, Superintendent
Death Valley National Park

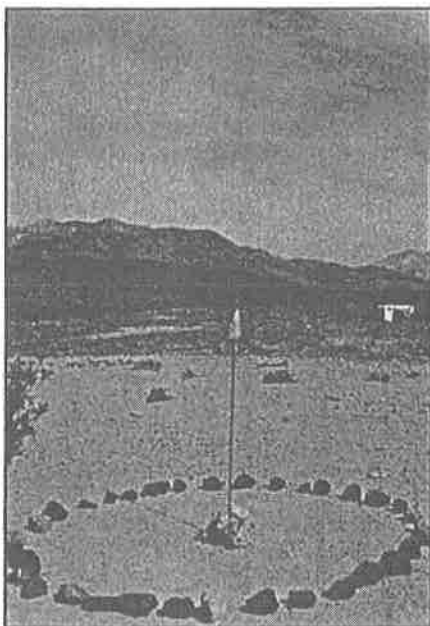


Purpose, Need, and Objectives of the Saline Valley Warm Springs Management Plan

Purpose

“Purpose” is an overarching statement of what the plan must do to be considered a success. The purpose of the Saline Valley Warm Springs Management Plan/EIS is to:

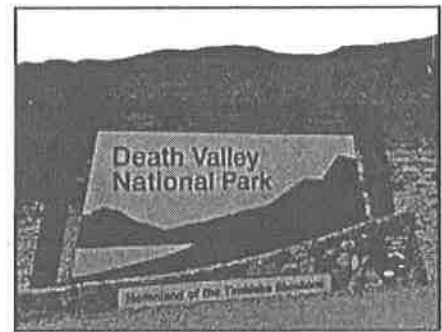
- Provide a framework for natural and cultural resources management at the Saline Valley Warm Springs area;
- Provide a framework for administration and operations at the Saline Valley Warm Springs area;
- Provide a framework for managing visitor use at the Saline Valley Warm Springs area;
- Provide guidance for Death Valley National Park managers as they work with the various stakeholders of the Saline Valley Warm Springs area; and
- Retain stewardship of the land and traditional Tribal uses.



Need

“Need” is an overarching statement why an action is required. It summarizes the most important points of the planning issues. The Saline Valley Warm Springs Management Plan/EIS is needed to:

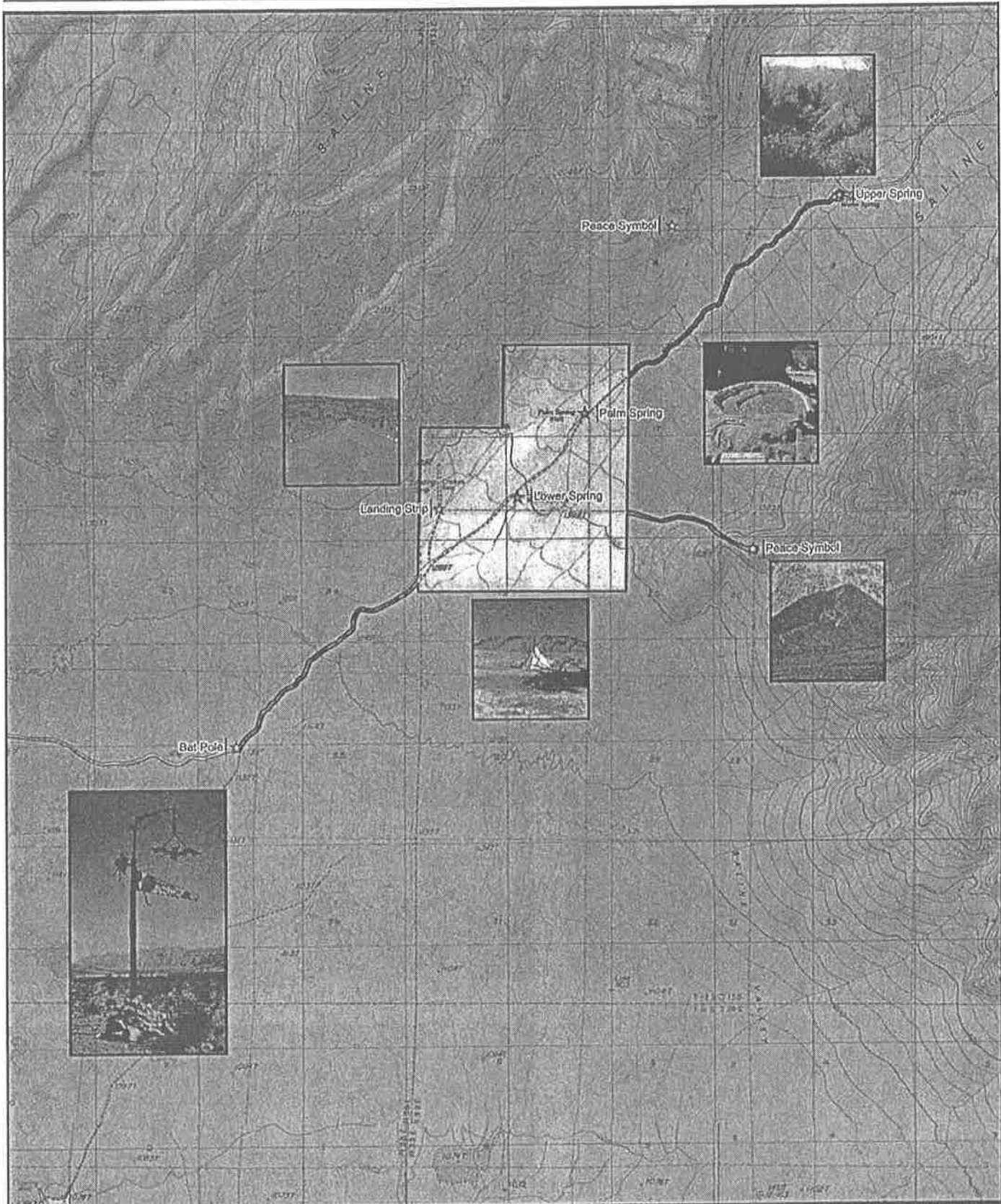
- Complete the management plan as directed in the park’s 2002 General Management Plan;
- Understand the visitor experience;
- Based on visitor use, identify desired future conditions for park resources;
- Direct resource management and protection actions;
- Address the control of exotic invasive species;
- Analyze options for the active restoration of Upper Spring to a natural condition;
- Establish maintenance capacity, responsibilities, and priorities;
- Reconcile existing practices and proposed actions with NPS policies; and
- Respond to changing conditions as a result of continued visitation.



Objectives

“Objectives” are goals that must be achieved to a large degree for the plan to be considered a success. Objectives of this Plan/EIS are to:

- Create a strategy for management of the area consistent with NPS mandates and policies;
- Provide for public health and safety;
- Ensure cooperation and coordination with the Timbisha Shoshone to understand existing issues and future planning;
- Understand and articulate the complex relationship between stakeholders and user groups;
- Develop environmental restoration objectives/plans/strategies;
- Provide a basis for protecting natural and cultural resources;
- Work with groups associated with the springs to manage this place in a manner where all members of the public feel welcome; and
- Provide a basis from which to respond to future conditions in Saline Valley.



<h2 style="margin: 0;">Study Area</h2>	<p>Legend</p> <table border="0" style="margin: 0 auto;"> <tr> <td style="padding-right: 10px;">★ Spring</td> <td>▬ Wilderness</td> </tr> <tr> <td style="padding-right: 10px;">★ Local Feature</td> <td>▭ Warm Springs Study Area</td> </tr> </table>	★ Spring	▬ Wilderness	★ Local Feature	▭ Warm Springs Study Area	
★ Spring	▬ Wilderness					
★ Local Feature	▭ Warm Springs Study Area					

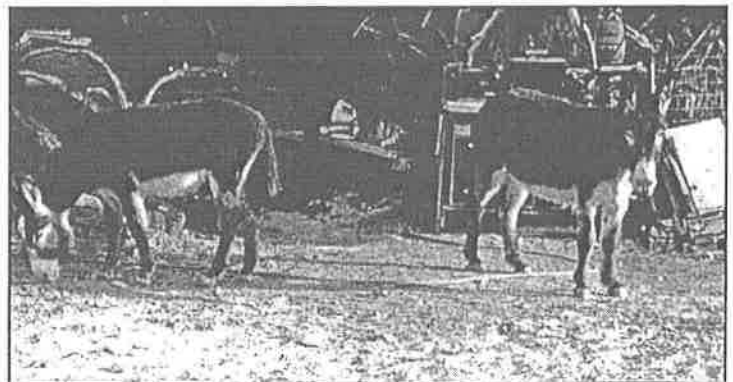
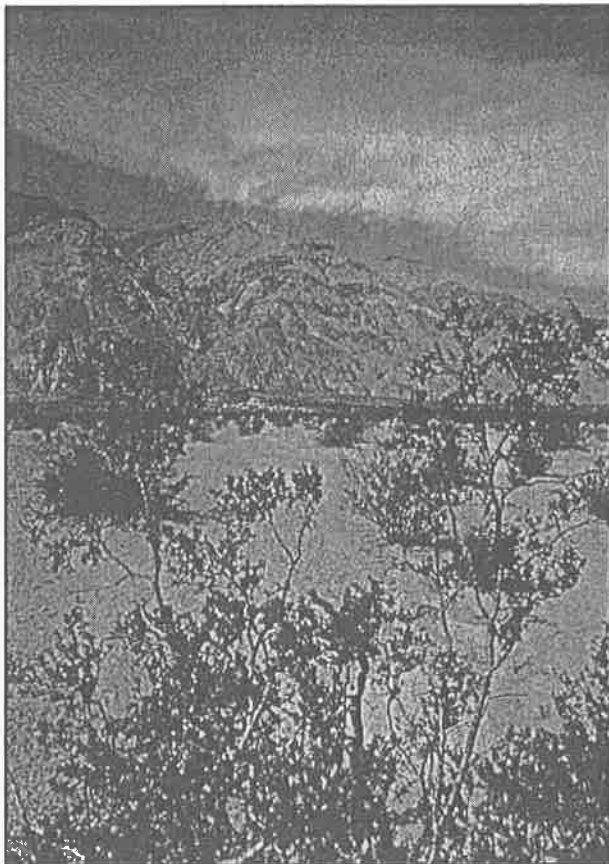
No Action Alternative

The no action alternative would continue the current management of the area with no changes. Visitors would continue to be able to use the tubs and associated facilities, including car camping in the non-wilderness area and dispersed wilderness camping in wilderness areas. Camping areas would not be designated. Regulatory provisions contained in the Superintendent's Compendium would continue: no birthing in tubs, infants required to wear waterproof diaper, no pets in pools, no persons with infectious diseases in pools, etc. Maintenance of the tubs and associated facilities would continue to be carried out by the volunteer camp hosts and the user groups. The no action alternative could result in noncompliance with certain laws and regulations.



Minimum Management Alternative

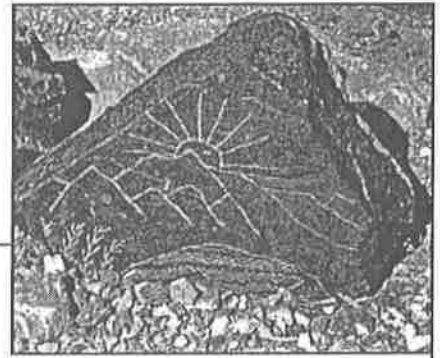
The goal of this alternative is to retain much of the current management of the area (no action alternative), while ensuring compliance with applicable public health regulations and the Superintendent's Compendium. NPS would ensure full compliance with applicable public health regulations regarding the quality of source water, including routine testing of source water, removal of dish washing stations, and the maintenance of infrastructure for showers and soaking tubs. Further actions to protect public health would include fencing the settling pond and fencing source pools to exclude wildlife and burros. Additionally, the auto repair shop would be removed as its use is not currently compliant with health and safety standards and requires the use of hazardous materials. A special regulation would need to be implemented to keep the airstrip open.



Community Engagement Alternative

This alternative seeks to engage user groups in the management of the area to provide visitors with the types of experiences they currently value while working cooperatively to protect park resources and ensure compliance with applicable public health regulations and the Superintendent's Compendium. The user groups would be engaged in carrying out many of the actions needed to protect human health and park resources. Agreements would be developed between the park and user groups to identify responsibilities for water quality monitoring, maintenance of facilities, maintenance of the airstrip, and protection of park resources.

Under this alternative, there would be full compliance with applicable public health regulations regarding the quality of source water, including routine testing of source water, removal of dish washing stations, and the maintenance of infrastructure for showers and soaking tubs. Further actions to protect public health would include fencing the settling pond and fencing source pools to exclude wildlife and burros. Additionally, the auto repair shop would be removed as its use is not currently compliant with health and safety standards and requires the use of hazardous materials. A special regulation would need to be implemented to keep the airstrip open.



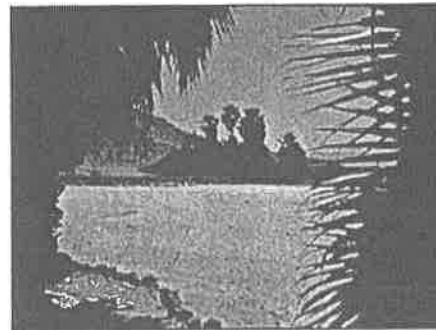
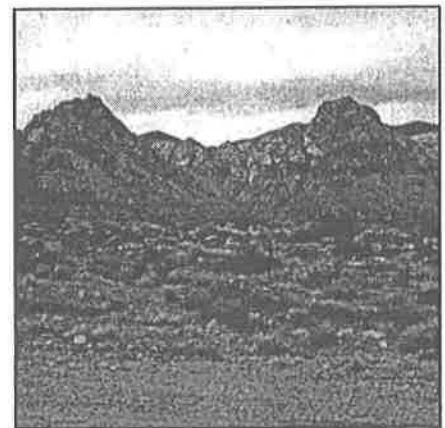
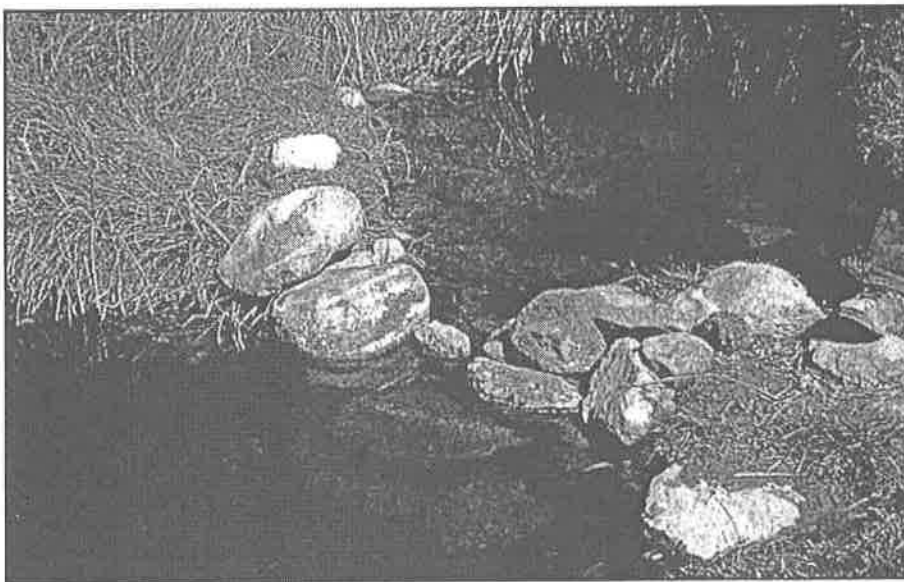
Recreation Management Alternative

This alternative allows for continued recreation at Saline Valley with some restrictions (including the Superintendent's Compendium), and more management responsibilities being borne by paid park staff. Additional infrastructure would be added to designate campsites and manage resource impacts. Activities that are currently carried out by the camp hosts and user groups would be the sole responsibility of paid park staff under this alternative. This alternative would require an increase in park staff time for management of Saline Valley to monitor source water quality, maintain the infrastructure and manage exotic plants.

Under this alternative, there would be full compliance with applicable public health regulations regarding the quality of source water, including routine testing of source water, removal of dish washing stations, and the maintenance of infrastructure for showers and soaking tubs. Further actions to protect public health would include fencing the settling pond and fencing source pools to exclude wildlife and burros. Additionally, the auto repair shop would be removed as its use is not currently compliant with health and safety standards and requires the use of hazardous materials. A special regulation would need to be implemented to keep the airstrip open.

Restoration Alternative

The goal of the restoration alternative would be to restore the springs as close as possible to their natural condition, with no or minimal development. The tubs and associated infrastructure would be removed, as would the airstrip. Camping would continue to be permitted but would be more restricted. The park staff would develop and implement a habitat restoration plan to remove exotic plants and restore native habitats. This plan would require extensive park staff support during implementation for education, enforcement, and restoration activities.





Section 106 Compliance

The NPS is integrating the National Environmental Policy Act (NEPA) compliance process with that for Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended. Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties through consultation among the agency, interested parties, and the public. NHPA considers historic properties, which include any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places. The NPS is using the NEPA documentation and coordination processes to comply with Section 106 pursuant to NHPA regulations in 36 CFR § 800.8(c). The agency and public involvement activities for the Plan/EIS fulfill the requirements of both NEPA and Section 106 of NHPA.

Guiding Questions for Public Comments

1. Do the alternatives or alternative elements address the objective statements on page 2? Please explain your perspective on how the alternatives or alternative elements do or do not address the objectives.
2. What other alternatives or measures could be implemented that are not already presented?
3. What additional information, concerns, or comments about the preliminary alternatives do you have?

Project Milestones Include:

- Public Review of Preliminary Alternatives
Winter 2013 – Spring 2014
- Public Review of Draft Plan/EIS
Winter 2014- Spring 2015 (60 days)
- Release of Final Plan/EIS
Spring 2016
- Record of Decision
Spring 2016
- Implementation of the Plan
After Record of Decision

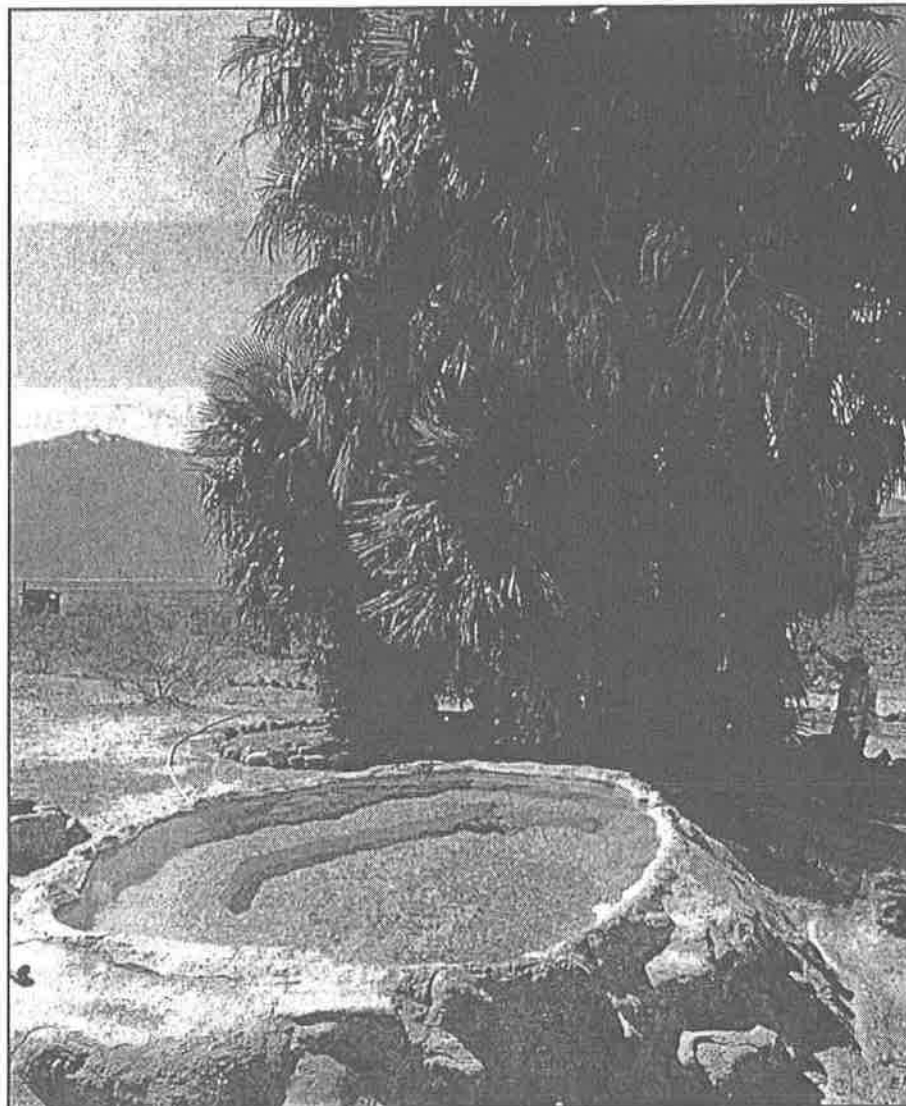


TABLE ES-1. ELEMENTS OF THE ALTERNATIVES

Notes:

The shaded cells in this table show the elements that were used to create the NPS preferred alternative. There are two elements without a shaded cell (Chicken Strip airstrip and feral burro access); for these elements, the preferred alternative incorporates actions that are not entirely captured in any of the other alternatives. Items identified in this table as NPS-provided, such as fire enclosures, would be distributed as funding allows.

Items in italics in this table are mitigation and/or restoration efforts required under each alternative. Users, volunteers, and park staff could engage in further restoration efforts under NPS management; however, the actions identified in this table are the minimum actions required under each alternative.

The no-action alternative and the regulatory compliance alternative present the minimum required actions for each element of these alternatives; however, visitors, volunteers, and park staff could use the warm springs area in a manner that would be more protective of the natural and cultural resources.

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Recreation					
Fees	<ul style="list-style-type: none"> Park entrance fee applies 	<ul style="list-style-type: none"> Park entrance fee applies Overnight camping fee could be implemented in the future and would include an independent public process 	<ul style="list-style-type: none"> Park entrance fee applies; campground host(s) check compliance Overnight camping fee could be implemented in the future and would include an independent public process 	<ul style="list-style-type: none"> Park entrance fee applies 	<ul style="list-style-type: none"> Park entrance fee applies; campground host(s) check compliance Overnight camping fee could be implemented in the future and would include an independent public process
Camping Permits	<ul style="list-style-type: none"> Permit not required 	<ul style="list-style-type: none"> Mandatory no-cost permit system modeled after the Visitor Use Permit system proposed in the <i>Death Valley National Park Wilderness and Backcountry Stewardship Plan</i> (appendix E) 	<ul style="list-style-type: none"> Mandatory no-cost permit system modeled after the Visitor Use Permit system proposed in the <i>Death Valley National Park Wilderness and Backcountry Stewardship Plan</i> (appendix E) A sign-in log would be maintained for campers 	<ul style="list-style-type: none"> Mandatory no-cost permit system modeled after the Visitor Use Permit system proposed in the <i>Death Valley National Park Wilderness and Backcountry Stewardship Plan</i> (appendix E) 	<ul style="list-style-type: none"> Mandatory no-cost permit system modeled after the Visitor Use Permit system proposed in the <i>Death Valley National Park Wilderness and Backcountry Stewardship Plan</i> (appendix E) A sign-in log would be maintained for campers

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Camping Areas	<ul style="list-style-type: none"> No designated camp areas Unrestricted dispersed camping, including car camping in backcountry area 	<ul style="list-style-type: none"> No designated camp areas Unrestricted dispersed camping, including car camping in backcountry area 	<ul style="list-style-type: none"> Dispersed camping within designated camp areas defined by appropriate elements, such as delineation of roadways or signposts, with area use maps posted at the campground and online No camping within 200 feet of source springs Designated overflow walk-in camping areas with defined parking 	<ul style="list-style-type: none"> Dispersed camping No camping within 200 feet of water 	<ul style="list-style-type: none"> Dispersed camping within designated camp areas defined by appropriate elements, such as delineation of roadways or signposts, with area use maps posted at the campground and online No camping within 200 feet of source springs Designated overflow walk-in camping areas with defined parking
Campfires	<ul style="list-style-type: none"> User-created fire rings NPS-provided fire enclosures, grates, or grills 	<ul style="list-style-type: none"> <i>Remove user-created fire rings at campsites</i> Retain communal fire ring at Lower Spring Encourage the use of NPS-provided fire enclosures, grates, grills, or firepans Visitors to haul out ash and charcoal 	<ul style="list-style-type: none"> <i>Remove user-created fire rings at campsites</i> Retain communal fire ring at Lower Spring Encourage the use of NPS-provided fire enclosures, grates, grills, or firepans Visitors to haul out ash and charcoal 	<ul style="list-style-type: none"> Removal of all fire enclosures and fire rings No campfires 	<ul style="list-style-type: none"> <i>Remove user-created fire rings at campsites</i> Retain communal fire ring at Lower Spring Encourage the use of NPS-provided fire enclosures, grates, grills, or firepans Visitors to haul out ash and charcoal
"Chicken Strip" Airstrip	<ul style="list-style-type: none"> Airstrip open for use Camping allowed at airstrip 	<ul style="list-style-type: none"> Airstrip open for use; special regulation pending Camping allowed at airstrip <i>Visitors required to pack out waste</i> 	<ul style="list-style-type: none"> Airstrip open for use; special regulation pending No camping allowed at airstrip Allow for additional airplane tiedowns with NPS approval 	<ul style="list-style-type: none"> Removal of the airstrip 	<ul style="list-style-type: none"> Airstrip open for use; special regulation pending Camping allowed at airstrip <i>Visitors required to pack out waste</i> Allow for additional airplane tiedowns with NPS approval

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Stewardship of Recreation Elements by NPS Partners	<ul style="list-style-type: none"> Continuation of MOU with RAF for maintenance of the Chicken Strip airstrip 	<ul style="list-style-type: none"> Continuation of MOU with RAF for maintenance of the Chicken Strip airstrip MOU with user group for minimal maintenance of tubs 	<ul style="list-style-type: none"> Continuation of MOU with RAF for maintenance of the Chicken Strip airstrip MOU with user group for minimal maintenance of tubs Agreement with user groups that may include activities such as invasive plant removal; monitoring of Upper Spring; campsite management; and protection of archeological resources and wilderness boundaries 	<ul style="list-style-type: none"> Contract with organizations for specified services related to protection of natural and cultural resources Chicken Strip airstrip removed from MOU with RAF 	<ul style="list-style-type: none"> Continuation of MOU with RAF for maintenance of the Chicken Strip airstrip MOU with user group for minimal maintenance of tubs Agreement with user groups that may include activities such as invasive plant removal; monitoring of Upper Spring; campsite management; and protection of archeological resources and wilderness boundaries
Natural Resources					
Resource Stewardship	<ul style="list-style-type: none"> Consistent with resource stewardship throughout the park 	<ul style="list-style-type: none"> Consistent with resource stewardship throughout the park 	<ul style="list-style-type: none"> Establish thresholds on use and overuse of the area Monitoring and response whereby actions would be taken by park management to restrict use of the springs if damage to natural and cultural resources is observed Implementation of restoration measures, such as removing the water diversion piping at Burro Spring 	<ul style="list-style-type: none"> Establish thresholds on use and overuse of the area Monitoring and response whereby actions would be taken by park management to restrict access to the springs if damage to natural and cultural resources is observed 	<ul style="list-style-type: none"> Establish thresholds on use and overuse of the area Monitoring and response whereby actions would be taken by park management to restrict use of the springs if damage to natural and cultural resources is observed Implementation of restoration measures, such as removing the water diversion piping at Burro Spring

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Nonnative Vegetation	<ul style="list-style-type: none"> Minimal control of nonnative plants (e.g., trimming and hand pulling of young nonnative invasive palms is accomplished by volunteer camp host) 	<ul style="list-style-type: none"> <i>Remove nonnative invasive palms from Upper Spring</i> <i>As nonnative invasive palm trees age and die at Lower Spring and Palm Spring, allow the area to naturally revegetate</i> <i>Nonnative plant control by National Park Service</i> 	<ul style="list-style-type: none"> <i>Removal of nonnative invasive palms from Upper Spring</i> <i>As nonnative invasive palm trees age and die at Lower Spring and Palm Spring, allow the area to naturally revegetate</i> <i>Nonnative plant control by National Park Service</i> <i>Remove the lawn and allow the area to naturally revegetate or replant with native vegetation</i> <i>Engage tribes to incorporate traditional ecological knowledge</i> 	<ul style="list-style-type: none"> Removal of all nonnative species, including the lawn at Lower Spring Restoration with native species in natural distribution patterns Engage tribes to incorporate traditional ecological knowledge 	<ul style="list-style-type: none"> <i>Removal of nonnative invasive palms from Upper Spring</i> <i>As nonnative invasive palm trees age and die at Lower Spring and Palm Spring, allow the area to naturally revegetate</i> <i>Nonnative plant control by National Park Service</i> <i>Remove the lawn and allow the area to naturally revegetate or replant with native vegetation</i> <i>Engage tribes to incorporate traditional ecological knowledge</i>
Feral Burro Access	<ul style="list-style-type: none"> Minimal control (e.g., fencing to exclude feral burros from lawn at Lower Spring) 	<ul style="list-style-type: none"> Artistic fencing to surround the source springs at Lower and Palm Springs to prevent access to the water sources by feral burros 	<ul style="list-style-type: none"> Extension of the artistic wooden fencing around the tubs, source springs and riparian areas at Lower and Palm Springs to prevent access to water sources and vegetation by feral burros 	<ul style="list-style-type: none"> Installation of fencing around the warm springs area at the wilderness boundary to prevent access by feral burros 	<ul style="list-style-type: none"> Installation of fencing around the developed portion of the warm springs area to prevent access to water sources, vegetation, and campsites by feral burros

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Habituated Wildlife and Food Storage	<ul style="list-style-type: none"> Education to prevent deliberate or inadvertent feeding of wildlife 	<ul style="list-style-type: none"> Appropriate food storage would be encouraged through on-site and online outreach to users Camp host(s) would encourage users to keep all food safely and securely stored in vehicles Education (including signage) to prevent deliberate or inadvertent feeding of wildlife 	<ul style="list-style-type: none"> Appropriate food storage would be encouraged through on-site and online outreach to users Camp host(s) would encourage users to keep all food safely and securely stored in vehicles or food storage boxes Education (including signage) to prevent deliberate or inadvertent feeding of wildlife Installation of food storage box(es), if necessary 	<ul style="list-style-type: none"> Education to prevent deliberate or inadvertent feeding of wildlife 	<ul style="list-style-type: none"> Appropriate food storage would be encouraged through on-site and online outreach to users Camp host(s) would encourage users to keep all food safely and securely stored in vehicles Education (including signage) to prevent deliberate or inadvertent feeding of wildlife
Cultural Resources					
Archeological Resources	<ul style="list-style-type: none"> NPS monitoring 	<ul style="list-style-type: none"> NPS monitoring 	<ul style="list-style-type: none"> NPS monitoring Monitoring by NPS-trained site stewards Increased education 	<ul style="list-style-type: none"> NPS monitoring Monitoring by NPS-trained site stewards 	<ul style="list-style-type: none"> NPS monitoring Monitoring by NPS-trained site stewards Increased education
Historical Resources	<ul style="list-style-type: none"> Management of the warm springs area as an area of historical significance for recreational users 	<ul style="list-style-type: none"> Management of the warm springs area as an area of historical significance for recreational users 	<ul style="list-style-type: none"> Management of the warm springs area as an area of historical significance for recreational users 	<ul style="list-style-type: none"> <i>Documentation of and mitigation for the effects on elements of the proposed Saline Valley Warm Springs Historic Site</i> 	<ul style="list-style-type: none"> Management of the warm springs area as an area of historical significance for recreational users If necessary, preparation of MOU with SHPO for any adverse effects to cultural resources

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Ethnographic Resources	<ul style="list-style-type: none"> Management of the warm springs area as an area of ethnographic significance for the Tribe 	<ul style="list-style-type: none"> Management of the warm springs area as an area of ethnographic significance for the Tribe Consultation with tribes to identify and maintain ethnographic resources (e.g., native vegetation) 	<ul style="list-style-type: none"> Management of the warm springs area as an area of ethnographic significance for the Tribe Consultation with tribes to identify and maintain ethnographic resources (e.g., native vegetation) 	<ul style="list-style-type: none"> Management of the warm springs area as an area of ethnographic significance for the Tribe Consultation with tribes to identify and maintain ethnographic resources (e.g., native vegetation) Removal of all development and restoration to natural and ethnographic landscape 	<ul style="list-style-type: none"> Management of the warm springs area as an area of ethnographic significance for the Tribe Consultation with tribes to identify and maintain ethnographic resources (e.g., native vegetation) If necessary, preparation of MOU with SHPO and Timbisha Shoshone Tribe for any adverse effects to ethnographic resources
Bat Pole and Other Art	<ul style="list-style-type: none"> Identify and manage National Register of Historic Places (NRHP)-eligible art Restrictions on artwork not actively enforced 	<ul style="list-style-type: none"> Identify and manage NRHP-eligible art Non-historic artwork removed from wilderness No manipulation of natural or cultural resources (to include disturbance and collection) for the purposes of art 	<ul style="list-style-type: none"> Identify and manage NRHP-eligible art Non-historic artwork removed from wilderness and backcountry area No manipulation of natural or cultural resources (to include disturbance and collection) for the purposes of art 	<ul style="list-style-type: none"> Remove all artwork, including the bat pole Ongoing monitoring to prevent installations of new artwork 	<ul style="list-style-type: none"> Identify and manage NRHP-eligible art Non-historic artwork removed from wilderness and backcountry area No manipulation of natural or cultural resources (to include disturbance and collection) for the purposes of art
Infrastructure					
Vehicle Assistance	<ul style="list-style-type: none"> Continued vehicle repair by camp host 	<ul style="list-style-type: none"> Remove vehicle support facility Emergency vehicle assistance should not be expected by the visiting public 	<ul style="list-style-type: none"> Remove vehicle support facility Emergency vehicle assistance should not be expected by the visiting public 	<ul style="list-style-type: none"> Removal of vehicle repair support facility Emergency vehicle assistance should not be expected by the visiting public 	<ul style="list-style-type: none"> Remove vehicle support facility Emergency vehicle assistance should not be expected by the visiting public

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Lower Spring Camp Host Site	<ul style="list-style-type: none"> Retain permanent housing, water feature, drainage ditch, plumbing, solar array, government vehicles and personal items 	<ul style="list-style-type: none"> Retain permanent housing, water feature, drainage ditch, plumbing, and personal items with housekeeping policy¹ Allow for power system that complies with applicable regulations and cultural landscape Retain government vehicle 	<ul style="list-style-type: none"> Remove permanent housing; host would provide temporary housing Retain water feature, drainage ditch, plumbing, and personal items with housekeeping policy¹ Allow for power system that complies with applicable regulations and cultural landscape Retain government vehicle 	<ul style="list-style-type: none"> Remove all elements of the camp host site 	<ul style="list-style-type: none"> Remove permanent housing; host would provide temporary housing Retain water feature, drainage ditch, plumbing, and personal items with housekeeping policy¹ Allow for power system that complies with applicable regulations and cultural landscape Retain government vehicle
Toilet Management	<ul style="list-style-type: none"> NPS maintenance staff pumps vault toilets once or twice a year 	<ul style="list-style-type: none"> NPS maintenance staff or contractors pump vault toilets once or twice a year Encourage visitors to pack out waste Education on the benefits of packing out waste 	<ul style="list-style-type: none"> Vault toilets pumped as needed by NPS maintenance staff, by contractor, or by cooperative agreement with user group Encourage visitors to pack out waste Education on the benefits of packing out waste Additional toilets could be added to Lower Spring or Palm Spring, if necessary. 	<ul style="list-style-type: none"> Removal of vault toilets Visitors required to carry out human waste 	<ul style="list-style-type: none"> Vault toilets pumped as needed by NPS maintenance staff, by contractors, or by cooperative agreement with user group Encourage visitors to pack out waste Education on the benefits of packing out waste Additional toilets could be added to Lower Spring or Palm Spring, if necessary.

¹ Housekeeping policy: The grounds of the camp host site would be kept clutter free. The camp host would not make improvements to the camp host site and would not have more than two vehicles at the camp host site. As this is not a permanent residence, all items at the camp host site should be removable within a two-day notice. There should be no evidence of the host once he or she completes the camp host assignment.

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Dishwashing Stations	<ul style="list-style-type: none"> Dishwashing stations would be retained Signage at sinks to indicate water is non-potable 	<ul style="list-style-type: none"> Retain dishwashing stations and add filtration systems to catch food debris Signage at sinks to indicate water is non-potable 	<ul style="list-style-type: none"> Retain dishwashing stations and add filtration systems to catch food debris Signage at sinks to indicate water is non-potable 	<ul style="list-style-type: none"> Removal of dishwashing stations 	<ul style="list-style-type: none"> Retain dishwashing stations and add filtration systems to catch food debris Signage at sinks to indicate water is non-potable
Settling pond	<ul style="list-style-type: none"> Unfenced 	<ul style="list-style-type: none"> Fence settling pond 	<ul style="list-style-type: none"> Fence settling pond 	<ul style="list-style-type: none"> Removal of settling pond 	<ul style="list-style-type: none"> Fence settling pond
Maintenance of Tubs, Roads, and Infrastructure	<ul style="list-style-type: none"> No expansion related to tubs² Upper Spring would remain undeveloped² Water diverted from source springs to soaking tubs, showers/bathtubs, and dishwashing sinks; all uses have dedicated piping directly from the source springs Users/camp host(s) maintain plumbing infrastructure and tubs under NPS oversight Maintenance of Warm Springs Road by users / camp host using large tires or other road drag 	<ul style="list-style-type: none"> No expansion related to tubs² Upper Spring would remain undeveloped² Water diverted from source springs to soaking tubs, showers/bathtubs, and dishwashing sinks; all uses have dedicated piping directly from the source springs Users/camp host(s) maintain plumbing infrastructure and tubs under NPS oversight Maintenance of Warm Springs Road by National Park Service in accordance with guidelines for four-wheel drive high clearance roads³ 	<ul style="list-style-type: none"> No expansion related to tubs² Upper Spring would remain undeveloped² Water diverted from source springs to soaking tubs, showers/bathtubs, and dishwashing sinks; all uses have dedicated piping directly from the source springs Users/camp host(s) maintain plumbing infrastructure and tubs under NPS oversight Maintenance of Warm Springs Road by National Park Service in accordance with guidelines for four-wheel drive high clearance roads³ 	<ul style="list-style-type: none"> All development and modifications would be removed and the site restored No water diversion Maintenance of Warm Springs Road by National Park Service in accordance with guidelines for four-wheel drive high clearance roads³ 	<ul style="list-style-type: none"> No expansion related to tubs² Upper Spring would remain undeveloped² Water diverted from source springs to soaking tubs, showers/bathtubs, and dishwashing sinks; all uses have dedicated piping directly from the source springs Users/camp host(s) maintain plumbing infrastructure and tubs under NPS oversight Maintenance of Warm Spring Road by National Park Service in accordance with guidelines for four-wheel drive high clearance roads³

² As per the 2002 GMP

³ As described in the Death Valley National Park Wilderness and Backcountry Stewardship Plan

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
Accessibility	<ul style="list-style-type: none"> Tubs would not be altered to increase accessibility 	<ul style="list-style-type: none"> To the extent possible, facilities would be made accessible. 	<ul style="list-style-type: none"> To the extent possible, facilities would be made accessible. 	<ul style="list-style-type: none"> All facilities would be removed and the site restored. The site would be accessed in the same manner as all backcountry sites in the park. 	<ul style="list-style-type: none"> To the extent possible, facilities would be made accessible.
Management					
Camp Host	<ul style="list-style-type: none"> Full-time camp host at Lower Spring Seasonal camp hosts at Palm Spring Continue with current camp host term 	<ul style="list-style-type: none"> Camp host(s) will be present Continue with current camp host term 	<ul style="list-style-type: none"> Camp host(s) will be present Camp host term would be one year/season with possible reinstatement; host must re-apply annually 	<ul style="list-style-type: none"> No camp host 	<ul style="list-style-type: none"> Camp host(s) will be present Camp host term would be one year with possible reinstatement; host must re-apply annually
Education	<ul style="list-style-type: none"> Some signs on campground boards Camp host disperses information 	<ul style="list-style-type: none"> Education through various media focused on regulatory, health and safety, and compliance information 	<ul style="list-style-type: none"> Education through various media focused on regulatory, health and safety, and compliance information Interpretive program to include signs on campground boards and engagement by camp host on topics such as potential for flooding, Leave No Trace© camping practices, resource protection, visitor safety, relationship with the Tribe, and history of Saline Valley 	<ul style="list-style-type: none"> Minimal outreach and education as appropriate for undeveloped backcountry area 	<ul style="list-style-type: none"> Education through various media focused on regulatory, health and safety, and compliance information Interpretive program to include signs on campground boards and engagement by camp host on topics such as potential for flooding, Leave No Trace© camping practices, resource protection, visitor safety, relationship with the Tribe, and history of Saline Valley

Management Elements	Alternative 1: No-Action Alternative	Alternative 2: Regulatory Compliance Alternative	Alternative 3: Community Engagement Alternative	Alternative 4: Restoration Alternative	Alternative 5: NPS Preferred Alternative to Recommend
State and Federal Regulations					
Recreational Water Usage	<ul style="list-style-type: none"> No water quality testing 	<ul style="list-style-type: none"> Consult with the Office of Public Health to develop an approach for water quality monitoring 	<ul style="list-style-type: none"> Consult with the Office of Public Health to develop an approach for water quality monitoring 	<ul style="list-style-type: none"> Tubs would be removed and water from source springs would not be used for recreation purposes 	<ul style="list-style-type: none"> Consult with the Office of Public Health to develop an approach for water quality monitoring
Hazardous Materials Storage	<ul style="list-style-type: none"> Use and storage on-site not compliant with regulations 	<ul style="list-style-type: none"> Use and storage would meet Occupational Safety and Health Administration regulations 	<ul style="list-style-type: none"> Use and storage would meet Occupational Safety and Health Administration regulations 	<ul style="list-style-type: none"> Removal of all hazardous materials 	<ul style="list-style-type: none"> Use and storage would meet Occupational Safety and Health Administration regulations



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: Water Department

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: Inyo County/Los Angeles Standing Committee Meeting – May 31, 2018

DEPARTMENTAL RECOMMENDATION:

A meeting of the Inyo County/Los Angeles Standing Committee is scheduled for May 31, 2018 at the County Administrative Center, Independence, California. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Water Department requests your Board provide direction to the County's Standing Committee representatives.

SUMMARY DISCUSSION:

The Standing Committee agenda has not been finalized as of the drafting of this Agenda Request, but several contentious matters will need to be addressed at the meeting. A draft Standing Committee agenda is attached. It is expected that the Standing Committee agenda will include an update on runoff and operations; setting the LORP seasonal habitat flow and Blackrock Waterfowl Management Area flooded acreage; a presentation from the Inyo Mono Agricultural Commissioner regarding the intrinsic economic relationship between agricultural leases identified in the Long Term Water Agreement (LTWA) and similar leases LADWP lets in Mono county with a request that the Agricultural Commissioner be invited to make a presentation of the recently completed Economic Profile of Agriculture in Inyo & Mono Counties to the LADWP Board of Water and Power Commissioners; resolution of a disputes initiated by LADWP and the County over whether a monitoring plan for the Well 385R test has been jointly developed in conformity with Section VI of the LTWA, and whether the goals of the Five Bridges Mitigation Project have been met; consideration LADWP's proposed new enhancement/mitigation project to supply water to Inyo County landfills; and, consideration of other new enhancement/mitigation projects proposed by Inyo County.

1 - Approval of documentation of actions from the May 11, 2017 meeting.

2 – Runoff and Operations Update. LADWP's April-March Owens Valley runoff forecast is 78% of normal, and they plan to pump between 77,990 and 96,230 acre-feet of groundwater.

3b -Setting Lower Owens River Project seasonal habitat flow – Consideration of Technical Group recommendation.

Unless the Standing Committee directs otherwise, the peak flow and duration of the seasonal habitat flow is set out in the LORP Final EIR, and based on this year's forecasted runoff of 78% of normal, the seasonal habitat flow will be according to the flow schedule given in the attached letter (peaking at 130 cubic feet per second).

3d - Blackrock Waterfowl Management Area flooded acreage. Because forecasted runoff is 78% of normal, unless the Standing Committee directs otherwise the flooded acreage in the Blackrock Waterfowl Management Area will be 390 acres.

4 - Presentation by Inyo/Mono Agricultural Commissioner. This is be a summary presentation, condensing the information shared by the Inyo Mono Agricultural Commissioner with your Board on March 20th, highlighting the connections between LADWP's agricultural leases Inyo County, as contemplated in the Owens Valley Land Management Plan with the Department's agricultural leases in Mono County when the leases are held by the same lessee. The Standing Committee representatives are encouraged to ask that the Agricultural Commissioner make a more detailed presentation to the entire LADWP Board of Water and Power Commissioners.

5 - Resolution of disputes initiated by both LADWP and Inyo County concerning testing well W385R and status of mitigation of the Five Bridges Impact Area. There are three disputes currently active on this matter. Inyo and LADWP staffs are working to combine the three disputes into a resolvable package for the Standing Committee to consider. The positions of that have been set out on the issues are given in the two attached letters. The Technical Group plans to meet on May 9 to attempt to resolve these issues.

6 - Consideration of a new Enhancement/Mitigation project to supply water to Inyo County landfills pursuant to Water Agreement Section X. Water Agreement Section X (Enhancement/Mitigation Projects) provides that "*New enhancement projects will be implemented if such projects are approved by the Inyo County Board of Supervisors and the Department, acting through the Standing Committee.*" At a January 23, 2018 Technical Group meeting, LADWP initiated discussion of a proposed a new enhancement/mitigation project whereby LADWP would agree to supply water to the County landfills. Jim Yannotta made the following statement at the Technical Group meeting to introduce the project and explain LADWP's rationale for proposing the new project:

LADWP is proposing to use the Long Term Water Agreement to provide Inyo County with the assurance that it will enjoy permanent supply of water for use at the three County-operated landfills, whether the surface ground is owned by LADWP or by Inyo County. Our effort in returning to this discussion at this Tech Group is based on the discussion from the Technical Group this past August*, when the idea to use the Long Term Water Agreement's E/M provisions to provide water for the landfills, the County indicated that it was surprised by the idea and needed to discuss the idea with their Board of Supervisors. The overall effort to utilize the Long Term Water Agreement is in response to and anticipation of results from the County's findings at its Necessity hearing in August which found that commendation of the City of Los Angeles's water rights is necessary for landfill operation. The Long Term Water Agreement however provides the County and the City with the unique tool to provide water. Therefore, the intent to condemn LADWP's water rights is unnecessary. The Standing Committee is vested with the authority to agree on the development and designation of new E and M projects and LADWP believes that the Tech Group is perfectly situated to develop a proposal to permanently supply water to the landfills; therefore, LADWP is willing to agree to the use of the power and efficiency of the Long Term Water Agreement to establish a permanent supply of water to the landfills, thereby negating the necessity of condemnation.

In our opinion the matter could be ready for our next Standing Committee meeting and hopefully we can discuss the potential technical components of that idea today.

* Note: This item was not identified on the agenda for August Tech Group meeting referenced by Mr. Yannotta. Rather, LADWP representatives introduced the idea as part of the discussion of the agenda for the September 7, 2017 Standing Committee meeting that was subsequently canceled.

In addition to failing to demonstrate how the proposal is either a mitigation project or an enhancement project, based on Mr. Yannotta's statement, it is clear that LADWP views its proposal as a means of affecting the pending eminent domain litigation the County has initiated with regard to landfill properties. At a subsequent Technical Group meeting on March 14, 2018, LADWP provided the attached description of the proposed project.

7 - Consideration of other new enhancement/mitigation projects.

At the January 23, 2018, Technical Group meeting, LADWP initiated a discussion proposing the establishment of a new Enhancement/Mitigation Project to supply water to Inyo County landfills, and agreed to provide a detailed proposal at a subsequent Technical Group meeting. Of note at the January 23rd meeting, LADWP representatives indicated that:

"I don't think the volume is that great."

And:

"I'm not looking at this as taking water away from another enhancement/mitigation . . ."

These and other comments suggested that LADWP was willing to consider adding new E/M Projects to the Long Term Water Agreement and, in doing, so was (a) willing to abandon its previous position that all E/M projects needed a source or replacement water; and (b) that "new" water could be used for in-Valley uses without charge and in conformance with the City Charter.

Accordingly, the County indicated that it would introduce a number of ideas for new enhancement/mitigation projects at the next Technical Group meeting. At the March 14, 2018, Technical Group meeting, County staff proposed a number of new E/M Projects, noting that many were already past practices of LADWP and/or provided for through the LTWA (and that providing assurance could curtail potential disputes in the future) including:

- Independent water supply for the Lone Pine FFA Farm. Currently, the Farm's allotment comes from the Van Norman Field E/M Project.
- Irrigation of the Bartell Parcel in Big Pine. This Los Angeles-owned parcel has historically been irrigated, but LADWP and the County disagree over LADWP's obligation to maintain irrigation on the parcel. Rather than potentially dispute the sites status under the LTWA, this project would dedicate a water to the parcel for a yet to be identified use.
- Water supply for Bishop and Lone Pine golf courses. Arguably Type E vegetation under the LTWA, creating a new E/M Project to dedicate a water supply for the golf courses would resolve

uncertainties over their future irrigation supply caused when LADWP curtailed and threatened to begin charging for the facilities' water; eliminate a potential LTWA dispute regarding Type E Vegetation; and maintain environmental and water supply protections the golf courses provide.

- Water supply for County parks and campgrounds. Similar to the issues with golf course, creating new E/M Projects to dedicate a water supply for County parks and campgrounds not already identified in the LTWA would eliminate a potential LTWA dispute regarding Type E vegetation and resolve uncertainties over LADWP's indication that it wants to begin charging for water.
- Water supply for Mono County agricultural leases. Although not subject to the Inyo/Los Angeles Agreement, agricultural leases in Mono County are economically linked to Inyo County lessees (which are subject to the LTWA) and the County as a whole. As such, the viability of Inyo County agriculture contemplated in the LTWAs is tied to the viability of the Mono County leases. Maintaining irrigation on Mono County leases would be an economic and environmental enhancement for Inyo County.
- Construct the Big Pine Veterans Path Project. This water-neutral project could be approved, constructed, and maintained by LADWP as an enhancement/mitigation for Big Pine (LADWP's most heavily pumped wellfield).
- Increased allotment for town water systems. This would enhance the town's residents' ability to maintain vegetation on in-town properties.
- Water supply for County Farm property in Big Pine. The County Farm property cannot be efficiently irrigated with the County's Big Pine Water Association shares as managed by LADWP. LADWP could and should dedicate a supply of water to the County Farm sufficient to fully irrigate the Farm.
- Saddle clubs. Owens Valley saddle clubs should be allotted a firm water supply similar to levels previously provided by LADWP.
- Channelize flow through the LORP Islands Area. This long-discussed project would create more diverse wildlife habitat, better recreational access to fisheries, improved grazing, and conserve water.

Contrary to statements made by LADWP representatives at the January 23rd Technical Group meeting, and clearly inconsistent with LADWP's own proposed new enhancement/mitigation project to supply to County landfills, on March 14th LADWP representatives indicated that the Department has two prerequisites for considering new E/M Projects:

1. The new E/M Project must be water neutral (although that term was not identified and LADWP could not or would not indicate how much water was/is budgeted for existing E/M Projects).
2. The County had to bear any costs associated with the new E/M Project.

Fortunately, irregularities in LADWP’s position notwithstanding, many of the new E/M projects proposed by the County have a long history of being supplied with water – so there is no “new” water commitment. And similarly, because many of the new E/M projects already exist (but are not afforded the protections of E/M Project status LADWP now seems to be interested in providing) there is little or no cost associated with the proposal. For example, the agricultural leases in Mono County have included an identified water supply for decades, and the County of Inyo would be glad to draft and administer new Mono County agricultural leases at no cost the LADWP. Therefore, because many of Inyo County’s proposed new E/M Projects satisfy the two prerequisites cited by LADWP’s senior management, LADWP’s concurrence in adding many of these projects should be readily forthcoming.

Concerning adoption of new enhancement/mitigation projects, Water Agreement Section X provides that:

New enhancement projects will be implemented if such projects are approved by the Inyo County Board of Supervisors and the Department, acting through the Standing Committee.

Implied is that the Inyo County Board of Supervisors is the entity that determines what constitutes an “enhancement” project in Inyo County. In making this determination, your Board may want to first consider those projects that should be easy to include in the E/M framework due to having a historic water supply and little or no cost.

Attachments:

- Draft Standing Committee agenda.
- Letter to CDFW concerning consultation with Standing Committee re. LORP habitat flow.
- Inyo County’s April 9 letter setting out its positions re. W385/Five Bridges disputes.
- LADWP’s May 3 reply to Inyo’s April 9 letter.
- LADWP document describing E/M project to supply water to the County landfills.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT: LADWP, CDFW

FINANCING: N/A

<u>APPROVALS</u>	
COUNTY COUNSEL: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">N/A</div>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: _____ Date: _____</div>
AUDITOR/CONTROLLER: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">N/A</div>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: _____ Date: _____</div>

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

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



Date: 5/8/10

AGENDA

INYO COUNTY/LOS ANGELES STANDING COMMITTEE

11:00 p.m.
May 31, 2018

Board Room 1555-H, John Ferraro Building
111 N. Hope Street
Los Angeles, California

The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee's jurisdiction prior to adjournment of the meeting.

1. **Action Item:** Approval of documentation of actions from the May 11, 2017 meeting.
2. Runoff and Operations update.
3. Lower Owens River Project
 - a. Consultation with California Department of Fish and Wildlife concerning item 3b.
 - b. **Action Item:** Setting seasonal habitat flow.
 - c. Consultation with California Department of Fish and Wildlife concerning item 3d.
 - d. **Action Item:** Establishment of Blackrock Waterfowl Management Area flooded acreage.
4. Presentation by Inyo/Mono Agricultural Commissioner. Introduction to An Economic Profile of Agriculture in Inyo & Mono Counties and the intrinsic economic relationship between LADWP agricultural leases in Inyo County, required by the Long Term Water Agreement and agricultural leases in Mono County, and request to make a full presentation to the LADWP Board of Water and Power Commissioners.
5. Resolution of disputes initiated by both LADWP and Inyo County concerning testing well W385R and status of mitigation of the Five Bridges Impact Area.
 - a. **Action Item:** Resolution of a dispute initiated by Inyo County over whether Well W385R is a new well; whether the 1999 Revegetation Plan is applicable to the Five Bridges site; whether the goals outlined in the 1999 Revegetation Plan have been met for the Five Bridges mitigation site; what are LADWP's continuing obligations in Five Bridges, if any; and consideration by the Technical Group of revised management for Five Bridges.
 - b. **Action Item:** Resolution of a dispute initiated by LADWP over whether LADWP and Inyo County, acting through the Technical Group, jointly developed a monitoring program for Well 385R, as required by Section VI of the Long Term Water Agreement.
 - c. **Action Item:** Resolution of a dispute initiated by LADWP whether the goals outlined in the 1999 revegetation plan have been met for the Five Bridges Impact Area, LADWP's

continuing obligations in Five Bridges, if any, and Technical Group consideration of revised management plans for the described area, to the extent any management plan in is relevant.

6. **Action Item:** Consideration of a new Enhancement/Mitigation project to supply water to Inyo County landfills pursuant to Water Agreement Section X.
7. **Action Item:** Consideration of other new enhancement/mitigation projects pursuant to Water Agreement Section X.
8. Public Comment.
9. Confirm schedule for future Standing Committee meetings.
10. Adjourn.

Standing Committee meeting protocols (Adopted May 11, 2011)

The Inyo/Los Angeles Long-Term Water Agreement (LTWA) define the Standing Committee in Section II:

As agreed by the parties, the Department representatives on the Standing Committee shall include at least one (1) member of the Los Angeles City Council, the Administrative Officer of the City of Los Angeles, two (2) members of the Board of Water and Power Commissioners, and three (3) staff members. The County representatives on the Standing Committee shall be at least one (1) member of the Inyo County Board of Supervisors, two (2) Inyo County Water Commissioners, and three (3) staff members.

The LTWA further provides that:

Regardless of the number of representatives from either party in attendance at a Standing Committee or Technical Group meeting, Inyo County shall have only one (1) vote, and Los Angeles shall have only one (1) vote.

The Standing Committee adopts the following protocol for future Standing Committee meetings.

1. In order for the Standing Committee to take action at a meeting, representation at the meeting will consist of at least four representatives of Los Angeles, including one member of the Los Angeles City Council or Water and Power Commission, and four representatives of Inyo County, including one member of the Board of Supervisors.
2. A Chairperson from the hosting entity will be designated for each meeting.
3. In the event that an action item is on the meeting agenda, Los Angeles and Inyo County shall each designate one member to cast the single vote allotted to their entity at the onset of the meeting. The Chairperson may be so designated. Agenda items that the Standing Committee intends to take action on will be so designated on the meeting agenda.
4. If representation at a Standing Committee meeting is not sufficient for the Standing Committee to act, the Standing Committee members present may agree to convene the meeting for the purpose of hearing informational items.
5. Meeting agendas shall include any item within the jurisdiction of the Standing Committee that has been proposed by either party.
6. The public shall be given the opportunity to comment on any agenda item prior to an action being taken. The public will be given the opportunity to comment on any non-agendized issue within the jurisdiction of the Standing Committee prior to the conclusion of each scheduled meeting. At the discretion of the Chairperson, reports from staff or reopening of public comment may be permitted during deliberations.
7. The Chairperson may limit each public comment to a reasonable time period. The hosting entity will be responsible for monitoring time during public comment.
8. Any actions taken by the Standing Committee shall be described in an action item summary memorandum that is then transmitted to the Standing Committee at its next meeting for review and approval. This summary memorandum shall also indicate the Standing Committee members present at the meeting where actions were taken.
9. Standing Committee meetings shall be voice recorded by the host entity and a copy of the recording shall be provided to the guest entity.
10. (Added February 24, 2012) The Standing Committee may also receive comments/questions in written form from members of the public. Either party may choose to respond, however, when responding to a public comment/question, whether verbally or in writing, any statements made by either party may represent the perspective of that party or the individual making the response, but not the Standing Committee as a whole (unless specifically agreed to as such by the Standing Committee). When either party responds in writing to public comment/question, that response will be concurrently provided to the other party.

April 30, 2018

Ms. Heidi Calvert
State of California
Department of Fish and Wildlife
787 N. Main Street, Suite 220
Bishop, CA 93514

Dear Ms. Calvert:

Subject: 2018 Lower Owens River Project Seasonal Habitat Flow and
Blackrock Waterfowl Area Flooded Acreage

Lower Owens River Project Seasonal Habitat Flow

The Lower Owens River Project (LORP) annual seasonal habitat flows are intended to create a natural disturbance to establish and maintain native riparian vegetation and channel morphology as described in the *2004 Lower Owens River Project Environmental Impact Report* (2004 LORP EIR). A primary LORP goal is the establishment of a healthy, functioning Lower Owens riverine-riparian ecosystem. Other goals call for the establishment of a healthy functioning ecosystem in other physical features of the LORP, for the benefit of biodiversity and threatened and endangered species, while providing for the continuation of sustainable uses including recreation, livestock grazing, agriculture, and other activities. The goal for the riverine-riparian system is to create and sustain healthy and diverse riparian and aquatic habitats and a healthy warm water recreational fishery with healthy habitat for native fish (1997 Memorandum of Understanding).

The *2009 Lower Owens River Project Post Implementation Agreement between the Los Angeles Department of Water and Power and the County of Inyo Concerning Operation and Funding of the Lower Owens River Project* (Post Implementation Agreement) describes the process for establishing the seasonal habitat flow and consultation with California Department of Fish and Game (CDFG) or (DFG), now

known as California Department of Fish and Wildlife (CDFW). Section II.O.5.a requires that:

"Soon after the first of April each year, LADWP will develop its annual runoff year forecast for the Owens River Basin. The runoff year forecast will be developed as described in Section 2.3.5.3 of the LORP EIR. By approximately the second or third week in April, LADWP and the County will transmit the recommendation concerning the amount, duration, timing, and ramping of the seasonal habitat flow, along with LADWP's annual runoff year forecast for the Owens River Basin, to DFG. DFG will be requested to, within ten business days from the receipt of the recommendation, provide their concurrence with the recommendations or provide their own recommendation as to the amount, duration, timing, and ramping of the seasonal habitat flow along with the scientific basis for its differing recommendation."

The 2004 LORP EIR, Section 2.3.5.3, describes the means for determining the LORP Seasonal Habitat Flow velocity and ramping schedule. The Owens River Basin Runoff Forecast has been determined to be 78 percent of average for runoff year 2018-19 which, according to the 2004 LORP EIR, will result in a 12 day seasonal habitat flow with the peak release of 130 cfs. Based on Section 2.3.5.3, the table below provides the schedule for ramping, magnitudes, and duration that is proposed for the 2018 Seasonal Habitat Flow.

2018 Seasonal Habitat Flow Ramping Schedule (130 cfs peak)

	Begin Flow	Change To
Day 1	40	50
Day 2	50	63
Day 3	63	78
Day 4	78	98
Day 5	98	122
Day 6	122	130
Day 7	130	104
Day 8	104	83
Day 9	83	67
Day 10	67	53
Day 11	53	43
Day 12	43	40

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The release of the Seasonal Habitat Flow will be timed to coincide with the first indication of willow seed fly if possible, but will occur no later than June 15. The timing is intended to maintain dissolved oxygen levels to avoid negative effects on the fishery, yet still coincide with early willow and cottonwood seed dispersal.

Blackrock Waterfowl Management Area

The Post Implementation Agreement describes the process for establishing the amount of acreage flooded in the Blackrock Waterfowl Management Area and describes consultation with CDFG regarding the amount of flooded area. Section II.P.1 states that:

Section II.C.4 of the *1997 Memorandum of Understanding between the City of Los Angeles Department of Water and Power, County of Inyo, California Department of Fish and Game, California State Lands Commission, Sierra Club, and the Owens Valley Committee*, addresses the 1500 Acre Blackrock Waterfowl Habitat Area and states:

"Approximately 500 acres of the habitat area will be flooded at any given time in a year when the runoff to the Owens River Watershed is forecasted to be average or above. In years when the runoff is forecasted to be less than average, the water supply to the area will be reduced in general proportion to the forecasted runoff in the watershed. (The runoff forecast for each year will be DWP's runoff year forecast for the Owens River Basin, which is based upon the results of its annual April 1 snow survey of the watershed). Even in the driest years, available water will be used in the most efficient manner to maintain the habitat. The Wildlife and Wetlands Management Plan element of the LORP Plan will recommend the water supply to be made available under various runoff conditions and will recommend how to best use the available water in dry years. The amount of acreage to be flooded in years when the runoff is forecasted to be less than average will be set by the Standing Committee based upon the recommendations of the Wildlife and Wetland Management Plan and in consultation with DFG. "

Section II.P.2 of the Post Implementation Agreement states that:

"In order to address the requirement that when runoff is forecasted to be less than average, the amount of acreage to be flooded will be set by the Standing Committee in consultation with DFG the following process will be followed.

a. Soon after the first of April each year, LADWP will develop its annual runoff year forecast for the Owens River Basin. The runoff year forecast will be developed as described in Section 2.3.5.3 of the LORP EIR. In the event the runoff forecast equals or exceeds "normal runoff" as defined in Section 2.3.5.3 of the 2004 Final LORP EIR, no further action is required.

b. If the runoff forecast is for less than the normal runoff, the year will be considered a Dry Year, and consultation with the Department of Fish and Game ("DFG") will occur on the development of a Dry Year Blackrock Management Plan. In a Dry Year, by approximately the second or third week in April, LADWP and the County will transmit the recommendation concerning the amount of acreage to be flooded, along with LADWP's annual runoff year forecast for the Owens River Basin to DFG. DFG will be requested to, within ten business days from receipt of the recommendation, provide their concurrence with the recommendation or provide their own recommendation as to the amount of acreage to be flooded, along with the scientific basis for its differing recommendation.

c. In dry years when DFG has a differing recommendation, a report on the difference will be provided to the Standing Committee and a Standing Committee meeting will be scheduled. An action item entitled "Establishment of Dry Year Blackrock Management Plan" will be placed on the Standing Committee agenda. The Standing Committee will provide an opportunity for DFG to make a presentation at the meeting concerning its recommendations. Following any such presentation by DFG, the Standing Committee will consider adoption of a Dry Year Blackrock Management Plan".

Based on the above references and based on a 78 percent of average water year for 2018, the acreage to be flooded in the Blackrock Waterfowl Management Area is approximately 390 acres. The 390 acres flooded will be in the Winterton and Drew Units.

Both the 2018 Lower Owens River Project Seasonal Habitat Flow and Blackrock Waterfowl Area Flooded Acreage will be placed on the Standing Committee meeting

Ms. Heidi Calvert
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April 30, 2018

agenda scheduled for May 31, 2018. In order to prepare for the Standing Committee meeting we request that CDFW provide its concurrence with the recommendations presented, or CDFW's recommendations along with the scientific basis for the differing recommendation, within 10 business days of this letter. At the Standing Committee meeting, CDFW will be provided an opportunity to make a presentation regarding its recommendations.

If you have any questions regarding this submission, please contact Ms. Lori Dermody, Watershed Resources Supervisor at (760) 873-0408, or Dr. Robert Harrington, Director of Inyo County Water Department at (760) 878-0001.

Sincerely,

LD James G. Yannotta
Manager of Aqueduct
Los Angeles Department of Water and
Power



300 Mandich Street
Bishop, California 93514-3449

Robert Harrington
Director
Inyo County Water Department



135 South Jackson Street
P.O. Box 337
Independence, CA 93526-0337

LD:bs

c: Mr. Mark Hill
Dr. William Platts
Ms. Lori Dermody



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**COUNTY OF INYO
WATER DEPARTMENT**

April 9, 2018

VIA EMAIL AND U.S. MAIL

Mr. James Yannotta, Aqueduct Manager
Los Angeles Department of Water and Power
300 Mandich Street
Bishop, California 93514

Mr. Richard Harasick, Senior Assistant General Manager - Water
Los Angeles Department of Water and Power
P.O. Box 111, Room 1455
Los Angeles, California 90051

Subject: Dispute Resolution

Dear Messrs. Yannotta and Harasick:

By letters dated February 22, 2018 and February 28, 2018, the Department of Water and Power (LADWP) initiated dispute resolution under the Long Term Water Agreement ("LTWA") on the following issues which, according to the letters, include but are not limited to:

- I. Whether LADWP and Inyo County, acting through the Technical Group, jointly developed a monitoring program for Well 385R, as required by Section VI of the Long Term Water Agreement; and
- II. Have the goals outlined in the 1999 Revegetation Plan been met; what are LADWP's continuing obligations in Five Bridges, if any; and consideration by the Technical Group of revised management in Five Bridges, to the extent that any management plan is relevant.

By letter dated March 20, 2018 (copy attached), Inyo County initiated dispute resolution under the Long Term Water Agreement ("LTWA") with a request that the Inyo/Los Angeles Technical Group address several questions arising from the proposed test of Well W385R and pertaining to vegetation conditions and mitigation obligations at the Five Bridges Impact

Area. By mutual agreement, the timeline for convening the Technical Group to consider the dispute identified in the March 20th letter has been extended and the Technical Group will consider the dispute on April 12, 2018. In the hope of facilitating a resolution of this dispute, this letter provides the County's position on each of the issues raised in the March 20 letter.

With regard to LADWP's Issue I, whether LADWP and Inyo County, acting through the Technical Group, jointly developed a monitoring program for Well 385R, as required by Section VI of the Long Term Water Agreement, the issues identified in the County's March 20th letter and the County's position on each issue are presented below.

1. Is Well 385R a "new well" as defined in Section VI of the LTWA?

County Position. No. Well 385 was drilled by LADWP in March, 1987, and modified by LADWP in 2014 as part of a project to modify four existing wells called the "Owens Valley Well Modification Project." Prior to the commencement of 2014 well modification project, LADWP submitted an application to, and received a permit from, the Inyo County Environmental Health Department to "repair or modify" the wells. By letter dated February 9, 2015, LADWP provided a report on the Owens Valley Well Modification Project, which stated that the purpose of the report was "to describe the results of modifying four existing production wells (W385, W386, W348, and W416)." In 2017, after issues arose as to whether adopted mitigation measures to avoid significant environmental impacts resulting from the operation of existing Well 385 prevented the well from being operated for a pumping test, LADWP's renamed Well 385 as "W385R" and took the position that Well 385R is a new well. The County believes that Well 385R is not a "new well" but instead is an existing well that was modified in 2014.

2. If Well 385R not a "new well," are the provisions of Section VI of the LTWA applicable to the proposed pumping test of Well 385R?

County Position. No, Section VI specifically addresses new wells and new production capacity and describes a process for the siting, design, construction, and testing of new wells. Since the LTWA does not set forth provisions that address the operation of existing wells that have been modified (as is the case with Well 385R), the County believes that the Technical Group may agree to adapt the provisions of Section VI to evaluate a modified well. However, the Technical Group has not considered or approved such an agreement; instead, LADWP unilaterally took the position that Well 385R is a "new well" and adopted the position that Section VI applies to Well 385R.

- 3. If Well 385R is a “new well,” does Section VI of the LTWA require that a “jointly developed monitoring plan” to monitor water levels and vegetation conditions during the proposed pumping test of Well 385R be approved by a vote of the Technical Group?**

County Position. Yes. For new wells, Section VI provides that prior to the construction of a new well, “...the location of each well shall be jointly evaluated by the Technical Group as to the potential impact of its operation on the valley's vegetation and environment” and after a new well is constructed, during its initial six months of its operation, “the Technical Group shall monitor water levels and vegetation conditions in accordance with a jointly developed monitoring program.” (A copy of Section VI of the LTWA is attached.)

In compliance with Section III.G of the 1997 Memorandum of Understanding between the City of Los Angeles Department of Water And Power, the County of Inyo, the California Department of Fish And Game, the California State Lands Commission, the Sierra Club, the Owens Valley Committee, and Carla Scheidlinger (“MOU”), it has been the practice of the Technical Group, whenever an action is required to be taken by the Technical Group, to meet in public to approve the action. Section III.G of the MOU requires that “[A]ll scheduled meetings of the Technical Group will be open to the public. Any other communications occurring between the representatives of the County and DWP shall not constitute Technical Group meetings.”

The Technical Group has not voted to approve a “jointly approved monitoring plan” for the proposed pumping test of Well 385R at a Technical Group meeting open to the public.

- 4. If Well 385R is a new well and if a monitoring plan for the proposed Well 385R test was jointly developed in conformity with Section VI of the LTWA, is LADWP now free to conduct the proposed Well 385R pumping test?**

County Position. No. LADWP adopted a negative declaration pursuant to the California Environmental Quality Act (“CEQA”) that addresses the environmental impacts of the proposed pumping test of Well 385R. The legal adequacy of the negative declaration has been challenged by Inyo County, the Owens Valley Committee, and the Sierra Club. The basis of the County’s challenge is that adopted mitigation measures prohibit the operation of Well 385R in order to conduct the

proposed pumping test. Unless the applicable mitigation measures are modified or deleted, Well 385R cannot be operated in order to conduct the proposed pumping test.

LADWP's Issue 2, includes the following: (1) whether the goals outlined in the 1999 Revegetation Plan been met; (2) what are LADWP's continuing obligations in Five Bridges, if any; and (3) consideration by the Technical Group of revised management in Five Bridges, to the extent that any management plan is relevant. With regard to LADWP Issue 2, the pertinent issues identified in the County's March 20th letter and the County's position on each issue is presented below.

5. Was the 1999 Revegetation Plan for the Five Bridges Impact Area ("1999 Plan") developed by the Technical Group as required by Section III.F of the 1997 Memorandum of Understanding ("1997 MOU") between the City of Los Angeles Department of Water and Power, the County of Inyo, the California Department of Fish and Game, the California State Lands Commission, the Sierra Club, the Owens Valley Committee, and Carla Scheidlinger?

County Position. Yes. The preparation and implementation of a plan to revegetate the entire Five Bridges Impact Area with riparian and meadow vegetation was a requirement of the 1991 EIR (Mitigation Measure 10-12). Mitigation Measure 10-12 provides in pertinent part: "*LADWP and the County are developing a plan to revegetate the entire affected area with riparian and meadow vegetation. This plan will be implemented when it has been completed.*" The monitoring program adopted by LADWP for the mitigation measures in the 1991 EIR states in pertinent part that: "*mitigation plans...are to be developed by the Technical Group as set forth in Section I.C.2 of the Green Book...*" Section I.C.2 of the Green Book requires that mitigation plans adopted by the Technical Group are to be submitted to the Standing Committee.

Following the adoption of the 1991 EIR, the MOU parties, as amici curae, expressed concern to the Third District Court of Appeal over the adequacy of the adopted mitigation measures in the 1991 EIR, including the on-site mitigation identified for the Five Bridges Impact Area. The 1997 MOU is in effect a settlement agreement that resolved the concerns of the MOU parties over the adequacy of the mitigation measured identified in the 1991 EIR. Concerning the on-site mitigation (including mitigation for the Five Bridges Impact Area, the 1997 MOU requires that "*The Technical Group will prepare mitigation plans and implementation schedules for all areas for which on-site mitigation measures have been adopted in the EIR. These plans will be prepared in accordance with the procedures set forth in section I.C.2 of the Green Book. [...] The plans will be completed within 12 months of the discharge*

of the writ. The content of the mitigation plans will be in accordance with the EIR, which provides that on-site mitigation will be accomplished through revegetation with native Owens Valley species and through establishment of irrigation.” The introduction to the 1999 Plan cites the 1991 EIR, the 1997 MOU and the Green Book as the documents guiding the preparation of the 1999 Plan.

The Technical Group developed the 1999 Plan as required by the MOU and by section I.C.2 of the Green Book. As required by section I.C.2 of the Green Book, the Technical Group submitted the 1999 Plan to the Standing Committee on October 1, 1999. The 1999 Plan remains in effect.

a. Are the goals of the 1999 Plan applicable to the Five Bridges Impact Area?

County Position. Yes. The 1999 Plan specifically applies to the Five Bridges impact site. Section I.C.2.a of the Green Book requires that the first step in the development of a mitigation plan is for the Technical Group to establish a mitigation goal for the affected area. The 1999 Plan established the following goal for the Five Bridges Impact Area:

Restore the area to a complex of vegetation communities with similar species composition and cover as exists at local similar sites. The goal will be attained when the desired vegetation conditions are achieved and are sustainable.

Live cover and composition numbers are from on-site mapping during the 1984-87 vegetation inventory. For Alkali Meadows, live cover goals are 60% composed of four different perennial species. Riparian Scrub live cover goals are 90% composed of four different perennial species. Composition numbers are 75% of the previously mapped number of species.

As shown above, the 1999 Plan remains in effect; therefore, its goal for the Five Bridges Impact Area remains applicable.

b. If the goals of the 1999 Plan are applicable to the Five Bridges Impact Area, are the goals applicable to the entire 300 acres identified as adversely impacted in Mitigation Measure 10-12 in the 1991 EIR or to a lesser portion of the 300 acres?

County Position. The goals in the 1999 Plan are applicable to approximately 60 acres within the Five Bridges Impact Area. The 1999 Plan notes that “*The*

original impact area encompassed approximately 300 acres [...] Since the impact was identified, remedial measures have mitigated approximately 80% of the area.” Consistent with this, the 1999 Plan notes that the area requiring revegetation treatments is approximately 60 acres. Thus, the mitigation goals of the Five Bridges Impact Area apply to only 60 acres of the 300 acre site. (The Technical Group should accurately map this 60 acre area.)

- c. If the goals of the 1999 Plan are applicable to only part of the Five Bridges Impact Area, what plan(s) and/or goal(s), if any, are applicable to the part of the Five Bridges Impact Area that is not subject to the 1999 Plan?**

County Position. Since the 1999 Plan acknowledges that the goal of Mitigation Measure 10-12 of revegetating the *“affected area with riparian and meadow vegetation”* had been achieved in 80 percent of the affected area when the 1999 Plan was adopted, the goals that are applicable to that recovered area are the LTWA’s goals for native vegetation. Specifically, *“The goal is to manage groundwater pumping and surface water management practices so as to avoid causing significant decreases in live vegetation cover, and to avoid causing a significant amount of vegetation comprising either Type B, C, or D classification to change to vegetation in a classification type which precedes it alphabetically (for example, Type D changing to either Type C, B, or A vegetation).”* (LTWA Section IV.A). Green Book Section I.A elaborates on this goal: *“This means that groundwater pumping and changes in surface water management practices will be managed with the goal of avoiding significant decreases and changes in Owens Valley vegetation from conditions documented in 1984 to 1987, and of avoiding other significant environmental impacts.”*

- d. If the goals of the 1999 Plan are applicable to some or all of the 300 acre Five Bridges Impact Area, have all of the goals of the 1999 Plan been met in the area where the goals are applicable?**

County Position. No. In the 60 acre area where the goals of the 1999 Plan are applicable, the goals would be met if:

- Vegetation has been restored to the vegetation type that previously existed, to establish perennial vegetation comparable to nearby areas or to revegetate with other native Owens Valley species.

- The mitigation site includes a complex assemblage of vegetation communities with cover and composition similar to local sites with similar environmental parameters and that conditions are sustainable once the goals are achieved.
- Alkali meadow parcels FSL053, FSL124, FSL125, and FSL126 sustain a 54% cover Mitigation Goal (equal to 90% of their assigned cover goal of 60%) with an 80% confidence interval and comprised of at least 3 perennial species characteristic of nearby alkali meadow parcels (equal to 75% of their assigned species composition requirement of 4), and
- Riparian parcel FSL054 sustains an 81% cover Mitigation Goal (equal to 90% of its assigned cover goal of 90%) with an 80% confidence interval comprised of at least three perennial species characteristic of nearby riparian parcels (equal to 75% of their assigned species composition requirement of 4).

At the March 19, 2018 continuation of the Technical Group meeting of March 14, 2018 Technical Group meeting, Inyo County presented an assessment of conditions in the Five Bridges Impact Area relative to the mitigation goals. The County's assessment presents the reasons why the mitigation goals for the 60 acre area have not been met. The following is a summary of the conclusions of that assessment.

The 1999 Plan identifies two permanent transects (L4a and L4b) that had been established in the Five Bridges Impact Area shortly after the impact occurred. Transect L4a has achieved its Mitigation Goal of 54% cover in only 3 of 29 years monitored. Transect L4b has achieved its Mitigation Goal of 54% cover for meadow sites in 18 of 27 years monitored. Transect L4b has fluctuated above and below its mitigation goal, and arguably has met the goal. On the other hand, Transect L4a has rarely met goals, and then only during years of high surface water application due to high runoff. Given the sporadic occurrence of these events, the goal of sustainability has not been met. Furthermore, given LADWP's 2018 proposals to eliminate irrigation to the site and to perhaps reinstate pumping, it cannot be concluded that the site will meet its sustainability goals in the future. Therefore, based on transect L4a, the County does not believe that cover goals have not been met.

Based on line point transect data provided by LADWP, the County determined that areas originally mapped as riparian vegetation have never met the goal of 81% cover in any year that they were monitored.

The satellite-observed normalized difference vegetation index (NDVI) record shows pre-impact (summer 1987) values were achieved only five times in 30 years since the impact. NDVI is a widely used index of vegetation abundance and was closely related to ground based measures of vegetation cover at Five Bridges. Such infrequent attainment of vegetation cover goals cannot be considered sustainable.

Initial cover and composition in parcels adjacent to the impact selected for the County's analysis was similar to the vegetation in the Five Bridges Impact Area before the impact. Neither the line point nor the NDVI record from the 60 acre denoted in the 1999 Plan as still requiring mitigation converged to the control parcel mean following the impact, indicating depressed vegetation cover is not due to background environmental variability alone. Both control and impact groups responded similarly to drought and wetter conditions following the initial impact, but the mean line point and NDVI values of the impacted parcels remained persistently below the mean of the control parcels since the impact occurred. Thus, the site is not sustainably achieving cover goals as exists at local similar sites.

Within the 60 acre area, Parcel FSL054 is a riparian scrub parcel (Type D in the LTWA vegetation community classification) that has converted to a meadow community type (LTWA Type C). Based on either the LTWA baseline acreages or LADWP remapped acreages from 1981 aerial imagery, there has been a significant loss of 43 or 40 acres, respectively, of riparian vegetation as of 2017. This significant amount of Type D riparian vegetation conversion into either Type C meadow or Type B scrub violates the vegetation management goals and principles described in Section IV.A of the Water Agreement, and is contrary to the 1999 Plan's goal to "...restore the vegetation type that previously existed, ..." The riparian vegetation in Parcel FSL054 does not resemble pre-impact conditions or conditions in local similar riparian vegetation. Mitigation efforts have failed to return riparian vegetation to a similar vegetation type as existed prior to the impact.

Overall, within the 60 acre area, vegetation cover indices derived from satellite imagery show that the area Site has rarely had vegetation cover similar to that existing during the LTWA baseline mapping period, and lag significantly below

nearby similar nearby parcels. These multiple lines of evidence indicate that the goals of the 1999 Plan have not been sustainably met.

- e. If the goals of the 1999 Plan are applicable to the Five Bridges Impact Area, and if all the goals of the 1999 Plan have been met in the area where the goals are applicable, is the 1999 Plan automatically no longer in effect or is action required to discontinue the 1999 Plan?**

County Position. Action is required to discontinue the 1999 Plan. Normally, a mitigation measure may be changed or deleted without preparing a supplemental EIR if an agency determines that the measure is no longer necessary to mitigate a significant impact, and that determination is supported by substantial evidence. *Mani Bros. Real Estate Group v. City of Los Angeles* (2007) 153 CA4th 1385, 1388. In this situation, where, in the 1991 EIR and through its approval of the 1997 MOU, Los Angeles, as the CEQA lead agency, has delegated authority to the Technical Group to adopt mitigation measures and submit them to the Standing Committee, the Technical Group may, based upon substantial evidence, determine that the goals and mitigation measures of the 1999 Plan are no longer applicable to some or all of the Five Bridges Impact Area.

However, if the Technical Group were to determine that vegetation goals have been met at the Five Bridges Impact Area, the County believes that the 1999 Plan's requirement that Wells W385 and W386 be permanently shut off should not be found to be no longer necessary. The permanent shutoff of the wells was intended to prevent a recurrence of groundwater pumping impacts to the Five Bridges Impact Area; therefore, in the absence of the adoption of a new plan for the area which provides for the management of groundwater pumping to avoid causing significant environmental impacts, the County does not believe that substantial evidence exists to support a determination by the Technical Group that the permanent shutoff of the wells is no longer necessary.

- f. If the goals of the 1999 Plan are applicable to the Five Bridges Impact Area, and if all the goals of the 1999 Plan have been met in the area where the goals are applicable, is the 1999 Plan required to be amended or is a new mitigation plan for the Five Bridges Impact Area required to be adopted to ensure that the vegetation conditions in the area are sustained?**

County Position. Either the 1999 Plan should be amended by the Technical Group or the Technical Group should adopt a new plan. Since the County does not believe that the goals of the 1999 Plan have been met in the 60 acre area, either the amended plan or the new plan should address mitigation for the 60 acre area where the goals of the 1999 Plan have not been met, should provide for sustainability of vegetation in the 80 percent of the Five Bridges Impact area that has recovered and should provide for the management of any groundwater pumping from Wells 385 and 386 in a manner that avoids any new significant impacts.

- g. If the goals of the 1999 Plan are applicable to the Five Bridges Impact Area, and if not all the goals of the 1999 Plan have been met in the area where the goals are applicable, is the 1999 Plan required to be amended or a new mitigation plan required to be adopted to address the areas of the Five Bridges Impact Area where the goals have not been met?**

County Position. See County Position on Item f above.

- 6. If the goals of the 1999 Plan are not applicable to any portion of the Five Bridges Impact Area, what are the applicable mitigation goals for revegetation in the Five Bridges Impact Area?**

County Position. If for some reason it were to be determined that the goals of the 1999 Plan are not applicable to the Five Bridges Impact Area, then the applicable mitigation goal would be the goal of Mitigation Measure 10-12 which is “*to revegetate the entire affected area with riparian and meadow vegetation,*” backed up by the goals of the LTWA.

- a. If mitigation goals other than those contained in the 1999 Plan are applicable to the Five Bridges Impact Area, are the goals applicable to the entire 300 acres identified as adversely impacted in Mitigation Measure 10-12 in the 1991 EIR or to a lesser portion of the 300 acres?**

County Position. If for some reason it were to be determined that the 1999 Plan is not applicable to the Five Bridges Impact Area, then the determination in the 1999 Plan that 80 percent of the Five Bridges Impact area have been mitigated would no longer be operative. Therefore, the applicable mitigation goal for the entire 300 acre Five Bridges Impact Area would be the goal of Mitigation

Measure 10-12 which is “to revegetate the entire affected area with riparian and meadow vegetation,” backed up by the goals of the LTWA.

- b. If mitigation goals other than those contained in the 1999 Plan are applicable to some portion of the Five Bridges Impact Area, have all of those goals been met?;**

County Position. No. The goal of Mitigation Measure 10-12 which is “to revegetate the entire affected area with riparian and meadow vegetation” has not been met. Moreover, the goals of the LTWA require that Type D (riparian) vegetation not convert to Type C (meadow) vegetation. Such a conversion has occurred in the Five Bridges Impact Area, contrary to the goals of the LTWA.

- c. If mitigation goals other than those contained in the 1999 Plan are applicable to some portion of the Five Bridges Impact Area, and if those goals have been met, are those goals automatically no longer in effect or is action required to discontinue the mitigation goals?**

County Position. Action is required. Normally, a mitigation measure may be changed or deleted without preparing a supplemental EIR if an agency determines that the measure is no longer necessary to mitigate a significant impact, and that determination is supported by substantial evidence. *Mani Bros. Real Estate Group v. City of Los Angeles* (2007) 153 CA4th 1385, 1388. In this situation, where in the 1991 EIR and through its approval of the 1997 MOU, Los Angeles, as the CEQA lead agency, has delegated authority to the Technical Group to adopt mitigation measures and submit them to the Standing Committee, the Technical Group may, based upon substantial evidence, determine that Mitigation Measure 10-12 is no longer applicable to some or all of the Five Bridges Impact Area.

However, if the Technical Group were to determine that the goal of Mitigation Measure 10-12 has been met at the Five Bridges Impact Area, the County believes that the discontinuation of pumping from Wells W385 and W386 should not be found to be no longer necessary. The discontinuation of pumping was intended to prevent a recurrence of groundwater pumping impacts to the Five Bridges Impact Area; therefore, in the absence of the adoption of a new plan for the area which provides for the management of groundwater pumping to avoid causing significant environmental impacts, the County does not believe that substantial evidence exists to support a determination by the Technical Group that the discontinuation of pumping is no longer necessary.

- d. **If mitigation goals other than those contained in the 1999 Plan are applicable to some portion of the Five Bridges Impact Area, and if all of those goals have been met, are the applicable goals required to be amended or is a new mitigation plan for the area required to be adopted to ensure that the vegetation condition are sustained?**

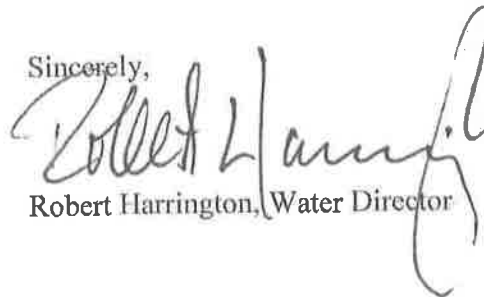
County Position. If the Technical Group were to find that the goal of Mitigation Measure 10-12 has been met (the entire affected area has been revegetated with riparian and meadow vegetation), the Technical Group should adopt a new plan that provides for sustainability of recovered vegetation and for the management of groundwater pumping from Wells 385 and 386 in a manner that avoids new significant adverse impacts.

- e. **If mitigation goals other than those contained in the 1999 Revegetation Plan are applicable to some portion of the Five Bridges Impact Area, and if not all of those goals have been met, are the applicable goals required to be amended or is a new mitigation plan required to be adopted to address the areas of the Five Bridges Impact area where the applicable goals have not been met?**

County Position. Either Mitigation Measure 10-12 should be amended by the Technical Group or the Technical Group should adopt a new plan. Either the amendment or the new plan should address mitigation for the area where the goal of Mitigation Measure 10-12 has not been met, should provide for sustainability of vegetation in the portion of the Five Bridges Impact area that has recovered and should provide for the management of groundwater pumping from Wells 385 and 386 in a manner that avoids new significant adverse impacts..

Should you have any questions regarding this request, please contact the undersigned.

Sincerely,



Robert Harrington, Water Director

cc: Inyo County Board of Supervisors
Inyo County Water Commission

Kevin Carunchio, County CAO
Marshall Rudolph, County Counsel
Greg James, Special Counsel
Anselmo Collins, LADWP Director of Water Operations
David Edwards, LADWP Deputy City Attorney



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**COUNTY OF INYO
WATER DEPARTMENT**

March 20, 2018

VIA EMAIL AND U.S. MAIL

Mr. James Yannotta, Aqueduct Manager
Los Angeles Department of Water and Power
300 Mandich Street
Bishop, California 93514

Mr. Richard Harasick, Senior Assistant General Manager - Water
Los Angeles Department of Water and Power
P.O. Box 111, Room 1455
Los Angeles, California 90051

Subject: Initiation of Dispute Resolution

Dear Messrs. Yannotta and Harasick:

By letters dated February 22, 2018 and February 28, 2018, the Department of Water and Power (LADWP) initiated dispute resolution under the Long Term Water Agreement ("LTWA") on the following issues which, according to the letters, include but are not limited to:

- I. Whether LADWP and Inyo County, acting through the Technical Group, jointly developed a monitoring program for Well 385R, as required by Section VI of the Long Term Water Agreement; and
- II. Have the goals outlined in the 1999 Revegetation Plan been met; what are LADWP's continuing obligations in Five Bridges, if any; and consideration by the Technical Group of revised management in Five Bridges, to the extent that any management plan is relevant.

At the March 14, 2018 Inyo/Los Angeles Technical Group meeting, LADWP made the following motion with respect to Issue I:

Has a monitoring plan for the Well 385R test been jointly developed in conformity with Section VI of the LTWA?

The Technical Group was unable to agree on this question, with Inyo answering 'No' and LADWP answering 'Yes.' Before the Technical Group can resolve the multiple issues raised in Los Angeles's February 22 and February 28 letters, there must be an a resolution of the status of Well 385R and the mitigation requirements for the Five Bridges Impact Area. To reach that resolution, pursuant to Section XXVI of the LTWA, the County of Inyo initiates dispute resolution on the issues identified below and requests that the Inyo/Los Angeles Technical Group meet within 14 calendar days to attempt to resolve the issues identified below.

With regard to Issue I raised by LADWP, the County requests that the following issues be resolved:

1. Is Well 385R a "new well" as defined in Section VI of the LTWA?
2. If Well 385R not a "new well," are the provisions of Section VI of the LTWA applicable to the proposed pumping test of Well 385R?
3. If Well 385R is a "new well," does Section VI of the LTWA require that a "jointly developed monitoring plan" to monitor water levels and vegetation conditions during the proposed pumping test of Well 385R be approved by a vote of the Technical Group?
4. If Well 385R is a new well and if a monitoring plan for the proposed Well 385R test was jointly developed in conformity with Section VI of the LTWA, is LADWP now free to conduct the proposed Well 385R pumping test?

With regard to Issue II raised by LADWP, the County requests that the following issues be resolved:


5. Was the 1999 Revegetation Plan for the Five Bridges Impact Area ("1999 Plan") developed by the Technical Group as required by Section III.F of the 1997 Memorandum of Understanding between the City of Los Angeles Department of Water and Power, the County of Inyo, the California Department of Fish and Game, the California State Lands Commission, the Sierra Club, the Owens Valley Committee, and Carla Scheidlinger?
 - a. Are the goals of the 1999 Plan applicable to the Five Bridges Impact Area?
 - b. If the goals of the 1999 Plan are applicable to the Five Bridges Impact Area, are the goals applicable to the entire 300 acres identified as adversely impacted in Mitigation Measure 10-12 in the 1991 EIR or to a lesser portion of the 300 acres?

- c. If the goals of the 1999 Plan are applicable to only part of the Five Bridges Impact Area, what plan(s) and/or goal(s), if any, are applicable to the part of the Five Bridges Impact Area that is not subject to the 1999 Plan?
 - d. If the goals of the 1999 Plan are applicable to some or all of the 300 acre Five Bridges Impact Area, have all of the goals of the 1999 Plan been met in the area where the goals are applicable?
 - e. If the goals of the 1999 Plan are applicable to the Five Bridges Impact Area, and if the all of goals of the 1999 Plan have been met in the area where the goals are applicable, is the 1999 Plan automatically no longer in effect or is action required to discontinue the 1999 Plan?
 - f. If the goals of the 1999 Plan are applicable to the Five Bridges Impact Area, and if the all goals of the 1999 Plan have been met in the area where the goals are applicable, is the 1999 Plan required to be amended or is a new mitigation plan for the Five Bridges Impact Area required to be adopted to ensure that the vegetation conditions in the area are sustained?
 - g. If the goals of the 1999 Plan are applicable to the Five Bridges Impact Area, and if not all the goals of the 1999 Plan have been met in the area where the goals are applicable, is the 1999 Plan required to be amended or a new mitigation plan required to be adopted to address the areas of the Five Bridges Impact Area where the goals have not been met?
6. If the goals of the 1999 Plan are not applicable to any portion of the Five Bridges Impact Area, what are the applicable mitigation goals for revegetation in the Five Bridges Impact Area?
- a. If mitigation goals other than those contained in the 1999 Plan are applicable to the Five Bridges Impact Area, are the goals applicable to the entire 300 acres identified as adversely impacted in Mitigation Measure 10-12 in the 1991 EIR or to a lesser portion of the 300 acres?
 - b. If mitigation goals other than those contained in the 1999 Plan are applicable to some portion of the Five Bridges Impact Area, have all of those goals been met?;
 - c. If mitigation goals other than those contained in the 1999 Plan are applicable to some portion of the Five Bridges Impact Area, and if those goals have been met, are those goals automatically no longer in effect or is action required to discontinue the mitigation goals?
 - d. If mitigation goals other than those contained in the 1999 Plan are applicable to some portion of the Five Bridges Impact Area, and if all of those goals have been met, are the applicable goals required to be amended or is a new mitigation plan for the area required to be adopted to ensure that the vegetation condition are sustained?

- e. If mitigation goals other than those contained in the 1999 Revegetation Plan are applicable to some portion of the Five Bridges Impact Area, and if not all of those goals have been met, are the applicable goals required to be amended or is a new mitigation plan required to be adopted to address the areas of the Five Bridges Impact area where the applicable goals have not been met?

Should you have any questions regarding this request, please contact the undersigned.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert Harrington".

Robert Harrington, Water Director

cc: Inyo County Board of Supervisors
Inyo County Water Commission
Kevin Carunchio, County CAO
Marshall Rudolph, County Counsel
Greg James, Special Counsel
Anselmo Collins, LADWP Director of Water Operations
David Edwards, LADWP Deputy City Attorney

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2. The County through its Technical Group representatives shall review the Department's proposed plan of operations and provide comments to the Department within ten (10) days of receipt of the plan.
3. The Department shall meet with the County's Technical Group representatives within ten (10) days of the receipt of the County's comments, and attempt to resolve concerns of the County relating to the proposed pumping program.
4. The Department shall determine appropriate revisions to the plan, provide the revised plan to the County within ten (10) days after the meeting, and implement the plan.
5. The April 1st pumping program may be modified by the Department during the period covered by the plan to meet changing conditions. The Department shall notify the County's Technical Group representatives in advance of any planned significant modifications. The County shall have the opportunity to comment on any such modifications.
6. Information and records pertaining to the Department's operations and runoff conditions shall be reported to the County's Technical Group representatives throughout the year.

VI. NEW WELLS AND PRODUCTION CAPACITY

The Department's current groundwater pumping capacity may be increased to provide increased operational flexibility and to facilitate rotational pumping. The Department may replace existing wells and construct new wells in areas where

1 hydrogeologic conditions are favorable, and where the opera-
2 tion of that well will not cause a change in vegetation that
3 would be inconsistent with these goals and principles.

4 Prior to the Department's construction of new wells,
5 the location of each well shall be jointly evaluated by the
6 Technical Group as to the potential impact of its operation on
7 the valley's vegetation and environment. The evaluation shall
8 include the drilling of one or more test holes, if needed, to
9 develop information on the hydrogeologic conditions at the
10 site, an inventory and classification of vegetation that could
11 be affected by the operation of the well, and the assessment
12 of any other potential significant effects on the environment.

13 Each new well will generally reflect optimum design
14 parameters considering location, economics, and current prac-
15 tice in the industry. The Department will schedule and con-
16 tract for construction of the well.

17 An aquifer test of up to seventy-two (72) hours
18 duration shall be conducted on each new well. One existing or
19 new monitoring well with appropriate perforations is necessary
20 for the aquifer test. The Technical Group shall determine the
21 location of this monitoring well and the need for any addi-
22 tional monitoring wells and the length of the aquifer test.

23 All data generated from the well construction proc-
24 ess shall promptly be made available to the County. The
25 County shall make application for and obtain any well con-
26 struction permits required by the County or any subdivision
27 thereof.

28 It is recognized that this new well program may
result in a change in the areas that would be affected by
pumping from existing wells. Therefore, additional monitoring

1 of groundwater tables and vegetation shall be implemented as
2 necessary outside of existing management areas and monitoring
3 requirements shall be altered or created as necessary. The
4 Technical Group shall designate a management area and monitor-
5 ing site requirements for each new well. The siting and the
6 operation of the well shall be consistent with these goals and
7 principles.

8 Only one well initially shall be constructed and
9 operated in any new area. No additional well(s) shall be
10 installed in the area until the initial well has been operated
11 for at least six (6) months at full intended operational
12 capacity in order to gain information on the area and to
13 minimize the potential for adverse impacts.

14 During this initial period of operation, the Techni-
15 cal group shall monitor water levels and vegetation conditions
16 in accordance with a jointly developed monitoring program.
17 Additional wells may be installed by the Department in the
18 area if operation of the initial well indicates no impacts
19 that would be inconsistent with these goals and principles.
20 Monitoring wells shall be installed as necessary to evaluate
21 any potential effects of the operation of the new well or
22 wells on wells not owned by the Department.

23 A current program of replacing twelve (12) produc-
24 tion wells with perforations only in a lower zone may be
25 continued. (Six (6) replacement wells have been drilled and
26 six (6) wells are scheduled to be drilled during the 1990-91
27 fiscal year.)

28 Any production wells that are to be permanently
removed from service shall be converted into properly sealed
monitoring wells or shall be abandoned in accordance with

1 state water well standards. The sealing of a monitoring well
2 shall be designed to prevent cross flow between aquifers.

3 The EIR describes the impacts of the construction
4 and operation of fifteen (15) new wells. The construction and
5 operation of any new wells not described in the EIR will be
6 the subject of a subsequent CEQA review.

7 The Technical Group may agree that some existing
8 wells that now supply enhancement/mitigation projects be
9 converted to Department production wells. Wells that are the
10 only source of supply for an enhancement/mitigation project
11 shall not be converted. Water for the enhancement/mitigation
12 project formerly supplied by a converted well will be supplied
13 as necessary from Department production wells. Any enhance-
14 ment/mitigation well converted to a production well could
15 later be reverted to an enhancement/mitigation well if agreed
16 to by the Technical Group.

17 VII. GROUNDWATER PUMPING ON THE BISHOP CONE

18 A. Any groundwater pumping by the Department on the "Bishop
19 Cone" (Cone) shall be in strict adherence to the provi-
20 sions of the Stipulation and Order filed on the 26th day
21 of August, 1940, in Inyo County Superior Court in the
22 case of Hillside Water Company, a corporation, et al. vs.
23 The City of Los Angeles, a Municipal Corporation, et al.,
24 ("Hillside Decree").

25 Before the Department may increase ground-
26 water pumping above present levels, or construct any new
27 wells on the Cone, the Technical Group must agree on a
28 method for determining the exact amount of water annually
used on Los Angeles-owned lands on the Cone. The agreed
upon method shall be based on a jointly conducted audit

Los Angeles  Department of Water & Power

ERIC GARCETTI
Mayor

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CHRISTINA E. NOONAN
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BARBARA E. MOSCHIOS, *Secretary*

DAVID H. WRIGHT
General Manager

May 3, 2018

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

Dear Dr. Harrington:

Subject: Dispute Resolution

This is in response to your letter dated April 9, 2018 requesting Los Angeles Department of Water and Power (LADWP) staff answer your questions regarding the Long Term Water Agreement (LTWA).

1. Is Well 385R a "new well" as defined in Section VI of the LTWA?

Yes

2. If Well 385R not a "new well," are the provisions of Section VI of the LTWA applicable to the proposed pumping test of Well 385R?

No

3. If Well 385R is a "new well," does Section VI of the LTWA require that a "jointly developed monitoring plan" to monitor water levels and vegetation conditions during the proposed pumping test of Well 385R be approved by a vote of the Technical Group.

No, Section VI requires a monitoring plan be "jointly developed," not approved.

4. If Well 385R is a new well and if a monitoring plan for the proposed Well 385R test was jointly developed in conformity with Section VI of the LTWA, is LADWP now free to conduct the proposed Well 385R pumping test?

Yes, under the terms of the LTWA, LADWP may conduct the test without challenge based upon arguments relating to the LTWA or the 1991 EIR. CEQA applicability is not related to the LTWA.

Putting Our Customers First 

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5. Was the 1999 Revegetation Plan for the Five Bridges Impact Area ("1999 Plan") developed by the Technical Group as required by Section III.F of the 1997 Memorandum of Understanding ("1997 MOU") between the City of Los Angeles Department of Water and Power, the County of Inyo, CDFW, CSLC, the Sierra Club, the Owens Valley Committee and Carla Scheidlinger?

Yes, Technical Group development, and subsequent submission to the Standing Committee, satisfied any Technical Group obligation required by Section III.F of the 1997 MOU. LADWP agreed, as a Technical Group member to those portions of the 1999 Plan as described in the 1999 Plan.

- a. Are the goals of the 1999 Plan applicable to the Five Bridges Impact Area?

Yes, the goals, as stated in italics within the plan, are applicable to the Five Bridges Impact Area.

- b. If the goals of the 1999 Plan are applicable to the Five Bridges Impact Area, are the goals of applicable to the entire 300 acres identified as adversely impacted in Mitigation Measure 10-12 in the 1991 EIR or to a lesser portion of the 300 acres?

The goals are applicable to the entire 300 acre impact site, and any evaluation of goal attainment must consider the status of vegetation on the entire parcel.

- c. If the goals of the 1999 Plan are applicable to only part of the Five Bridges Impact Area, what plan(s) and/or goal(s), if any, are applicable to the part of the Five Bridges Impact Area that is not subject to the 1999 Plan?

Goals apply to the entire 300 acre Five Bridges Impact Area, therefore LADWP cannot answer this question.

- d. If the goals of the 1999 Plan are applicable to some or all of the 300 acre Five Bridges Impact Area, have all the goals of the 1999 Plan been met in the area where the goals are applicable?

Goals apply to the entire 300 acre Five Bridges Impact Area. Yes, the goals have been met.

- e. If the goals of the 1999 Plan are applicable to the Five Bridges Impact Area, and if all the goals of the 1999 Plan have been met in the area where the goals are applicable, is the 1999 automatically no longer in effect or is action required to discontinue the 1999 Plan.

As with any revegetation or mitigation plan, once goals have been met and obligations have been fulfilled, no further action has been required. LTWA becomes the mitigation.

- f. If the goals of the 1999 Plan are applicable to the Five Bridges Impact Area, and if the all goals of the 1999 Plan have been met in the area where the goals are applicable, is the 1999 Plan required to be amended or is a new mitigation plan for the Five Bridges Impact Area required to be adopted to ensure that the vegetation conditions in the area are sustained?

If mitigation/revegetation goals are met, the LTWA is mitigation.

- g. If the goals of the 1999 Plan are applicable to the Five Bridges Impact Area, and if not all the goals of the 1999 Plan have been met in the area where the goals are applicable, is the 1999 Plan required to be amended or a new mitigation plan required to be adopted to address the areas of the Five Bridges Impact Area where the goals have not been met?

NA. The site is 300 acres and there is not portion which is unmitigated.

- 6. If the goals of the 1999 Plan are not applicable to any portion of the Five Bridges Impact Area, what are the applicable mitigation goals for revegetation in the Five Bridges Impact Area?

NA Goals are applicable as stated above. LTWA serves as mitigation and monitoring tool in the absence of any specific revegetation plan or mitigation plan.

- a. If mitigation goals other than those contained in the 1999 Plan are applicable to the Five Bridges Impact Area, are the goals applicable to the entire 300 acres identified as adversely impacted in Mitigation Measure 10-12 in the 1991 EIR or to a lesser portion of the 300 acres?

NA. Goals are applicable as stated above. LTWA serves as mitigation and monitoring tool in the absence of any specific revegetation plan or mitigation plan.

- b. If mitigation goals other than those contained in the 1999 Plan are applicable to some portion of the Five Bridges Impact Area, have all of those goals been met?

NA. Goals are applicable as stated above. LTWA serves as mitigation and monitoring tool in the absence of any specific revegetation plan or mitigation plan.

- c. If mitigation goals other than those contained in the 1999 Plan are applicable to some portion of the Five Bridges Impact Area, and if those goals have been met, are those goals automatically no longer in effect or is action required to discontinue the mitigation goals?

NA. Goals are applicable as stated above. LTWA serves as mitigation and monitoring tool in the absence of any specific revegetation plan or mitigation plan.

Dr. Robert Harrington
Page 4
May 3, 2018

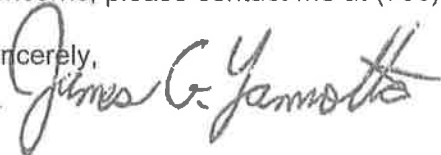
- d. If mitigation goals other than those continued in the 1999 Plan are applicable to some portion of the Five Bridges Impact Area, and if all of those goals have been met, are the applicable goals required to be amended or is a new mitigation plan for the area required to be adopted to ensure that the vegetation condition are sustained?

NA. Goals are applicable as stated above. LTWA serves as mitigation and monitoring tool in the absence of any specific revegetation plan or mitigation plan.

- e. If mitigation goals other than those contained in the 1999 Revegetation Plan are applicable to some portion of the Five Bridges Impact Area, and if not all of those goals have been met, are the applicable goals required to be amended or is a new mitigation plan required to be adopted to address the areas of the Five Bridges Impact area where the applicable goals have not been met?

NA. Goals are applicable as stated above. LTWA serves as mitigation and monitoring tool in the absence of any specific revegetation plan or mitigation plan.

We hope we have answered all of your questions; should you have additional questions or concerns, please contact me at (760) 872-1104

Sincerely,


James G. Yannotta
Manager of Aqueduct

DE:fj
c: Mr. Richard Harasick

PROPOSED ENHANCEMENT/MITIGATION PROJECT
WATER SUPPLY FOR INYO COUNTY LANDFILLS

Introduction

The County of Inyo (County) operates and maintains landfills in Bishop, Independence, and Lone Pine, California. Property for each of these landfills is owned by the City of Los Angeles (City) and is leased by the County's Integrated Waste Management Department. The City through its Department of Water and Power (LADWP) is proposing **Water Supply for Inyo County Landfills** as a new enhancement project (Project) under *Section X. Enhancement/Mitigation Projects* of the Inyo/Los Angeles Water Agreement. The Project will provide a secure and reliable water supply to each landfill facility, which assists in ensuring that the landfills operate in an environmentally compliant manner. The Project is water neutral and will provide significant environmental enhancements for the three Inyo County landfills.

Purpose and Need

The County has a responsibility to offer waste management services in an environmentally safe manner, and in a manner that will protect the health and safety of its residents. The County uses nominal amounts of water for dust control and other purposes at the three Inyo County landfills. The Inyo/Los Angeles Water Agreement provides an avenue for a secure and enforceable provision of a water supply for these landfills. LADWP already provides water to the County for all three landfills. Approval of the Project will reassure the County that it has the water needed for waste management services that benefit multiple Inyo County communities.

Current Conditions, Operations, and Use of Facilities

Bishop-Sunland Landfill



The Bishop-Sunland Landfill is operated as a Class III Landfill (will accept nonhazardous wastes) per CalRecycle and is located south of Bishop on Sunland Reservation Road (Figure 1). It occupies approximately 118.5 acres and was leased to the City of Bishop in 1942, operated by the County since 1963, and leased to the County for this use beginning in 1975. Total annual waste at this facility is approximately 22,969 tons. Average annual water use under current operation is approximately 4.3 acre feet (AF), which is supplied from Well V004N on City property north of the current lease (Figure 1).

Independence Landfill



The Independence Landfill is operated as a Class III Landfill per CalRecycle and is located south of Independence east of Highway 395 (Figure 2). It occupies approximately 88.8 acres and has been leased by the County for this use since 1953. Total annual waste at this facility is approximately 828 tons. Average annual water use under current operation is approximately less than 1 AF, which is trucked to the landfill from the Independence Town Water Supply.

Lone Pine Landfill



The Lone Pine Landfill is operated as a Class III Landfill per CalRecycle and is located east of Lone Pine west of the Lower Owens River (Figure 3). It occupies approximately 60.6 acres and has been leased by the County for this use since 1954. Total annual waste at this facility is approximately 4,085 tons. Average annual water use under current operation is approximately less than 1 AF, which is trucked to the landfill from the Lone Pine Town Water Supply.

Project Scope

Bishop Sunland Landfill

Up to 5 AF will be supplied annually from Well V004N to the Bishop-Sunland Landfill at no cost to the County. Further, the County will be granted access to and permission to perform necessary maintenance to Well V004N on adjacent City property north of Sunland Reservation Road. LADWP will also be responsible for:

- A one-time upgrade to Well V004N or a replacement well on the Bishop-Sunland Landfill for water supply.
- Installation of a new J-Stand for the purpose as a water truck fill station.

Independence Landfill

Up to 1 AF will continue to be supplied to the Independence Landfill via truck as has been past practice; that amount will be credited back to the Independence Town Supply. No facility upgrades or expansion are necessary at this site to implement the Project. All operations and maintenance costs will be borne by the County.

Lone Pine Landfill

Up to 1 AF will continue to be supplied to the Lone Pine Landfill via truck as has been past practice; that amount will be credited back to the Lone Pine Town Supply. No facility upgrades or expansion are necessary at this site to implement the Project. All operations and maintenance costs will be borne by the County.

Fencing Material for All Three Landfills

LADWP will fund in total up to \$100,000 for the purchase of fencing material that would be used at the County's discretion at any of the three landfills. Fencing will enhance the aesthetic viewshed surrounding the landfill facilities and will aid in reducing litter emissions from these locations.

Water Supply

Water in an amount sufficient to continue current landfill operations will be provided to each location. Water supply for the Project is based on a long term average of use at each site.

Landfill	Average Annual Use (AFY)	Proposed Annual Supply Under Project (AFY)
Bishop-Sunland	4.3	5
Independence	Less than 1.0	1
Lone Pine	Less than 1.0	1
Total	Less than 6.0	7

Proposed Impacts

There will be no environmental impacts from additional construction for the Project since infrastructure is currently in place. Water supply will continue, but at no water cost to the County, and with the security and enforceability of an enhancement project authorized under the Inyo/Los Angeles Water Agreement.

Proposed Cost

There will be no cost to the County for the provision of water up to the volumes specified above for landfill operations.

Fencing material up to \$100,000 and the one-time upgrade to Well V004N (or replacement well) will be at the expense of LADWP.

Maintenance and future upgrades necessary to provide this water supply will be at the expense of the County.

CEQA Requirements

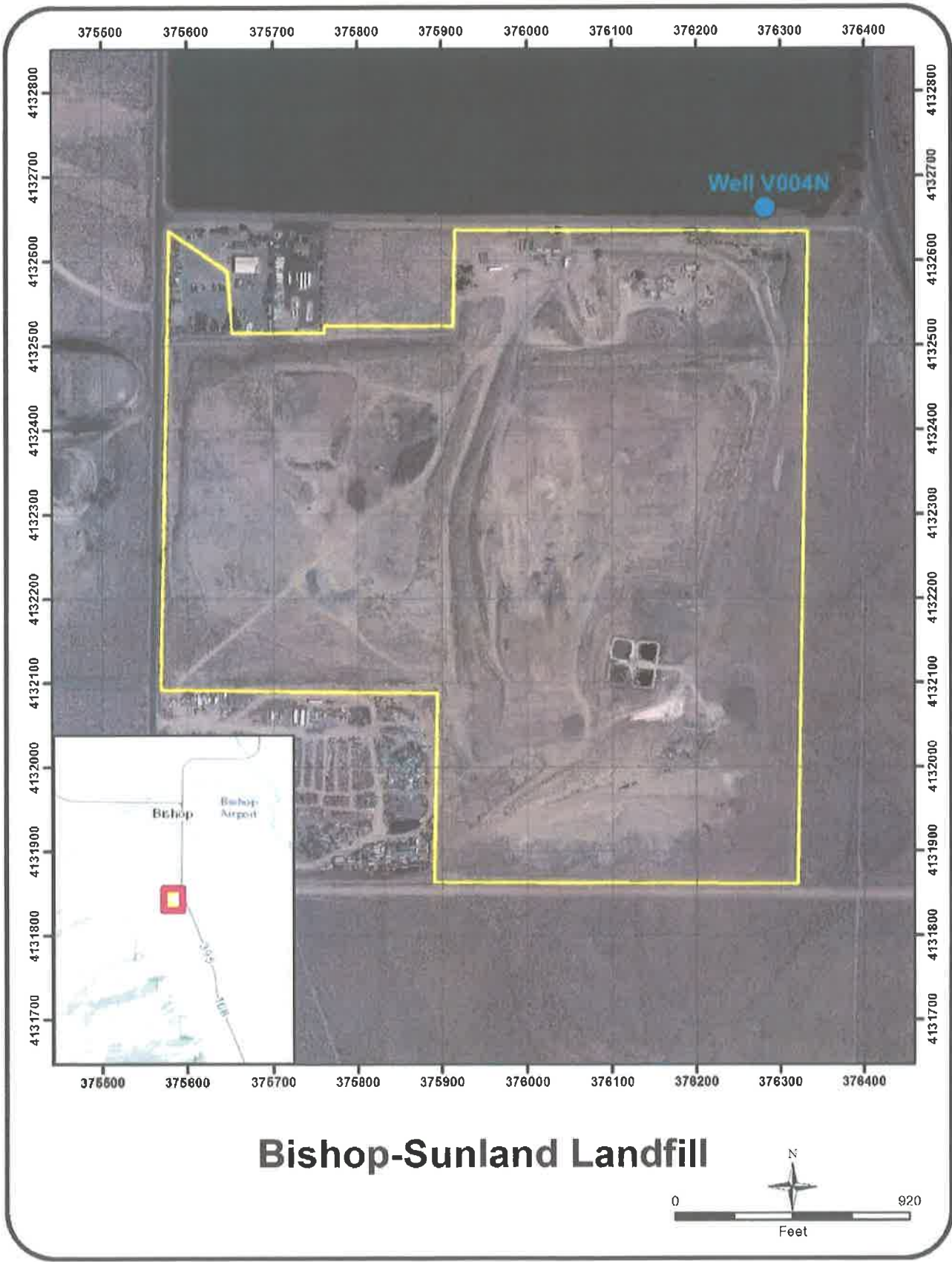
LADWP will serve as the lead agency and conduct the appropriate level of environmental review under the California Environmental Quality Act to implement this Project.

Actions Necessary under the Inyo/Los Angeles Water Agreement

The Inyo/Los Angeles Standing Committee shall formally adopt this enhancement project prior to its implementation.

Well V004N and the potential replacement well, if installed, will be on the Bishop Cone and therefore will not need to be designated as exempt by the Inyo/Los Angeles Technical Group for use under this project.

Water used at the Independence and Lone Pine Landfills will be credited back to the respective town water system supplies so water is not counted against the allotments provided and is at no cost to the County or communities (Current town supplies were established under *Section XI. Town Water Systems* of the Inyo/Los Angeles Water Agreement. Per Section XI., LADWP is to supply treated water up to 450 AF to the Independence town system and up to 550 AF to the Lone Pine town system at no cost following transfer of ownership of the systems from LADWP.).



Bishop-Sunland Landfill

Figure 1. Bishop-Sunland Landfill.

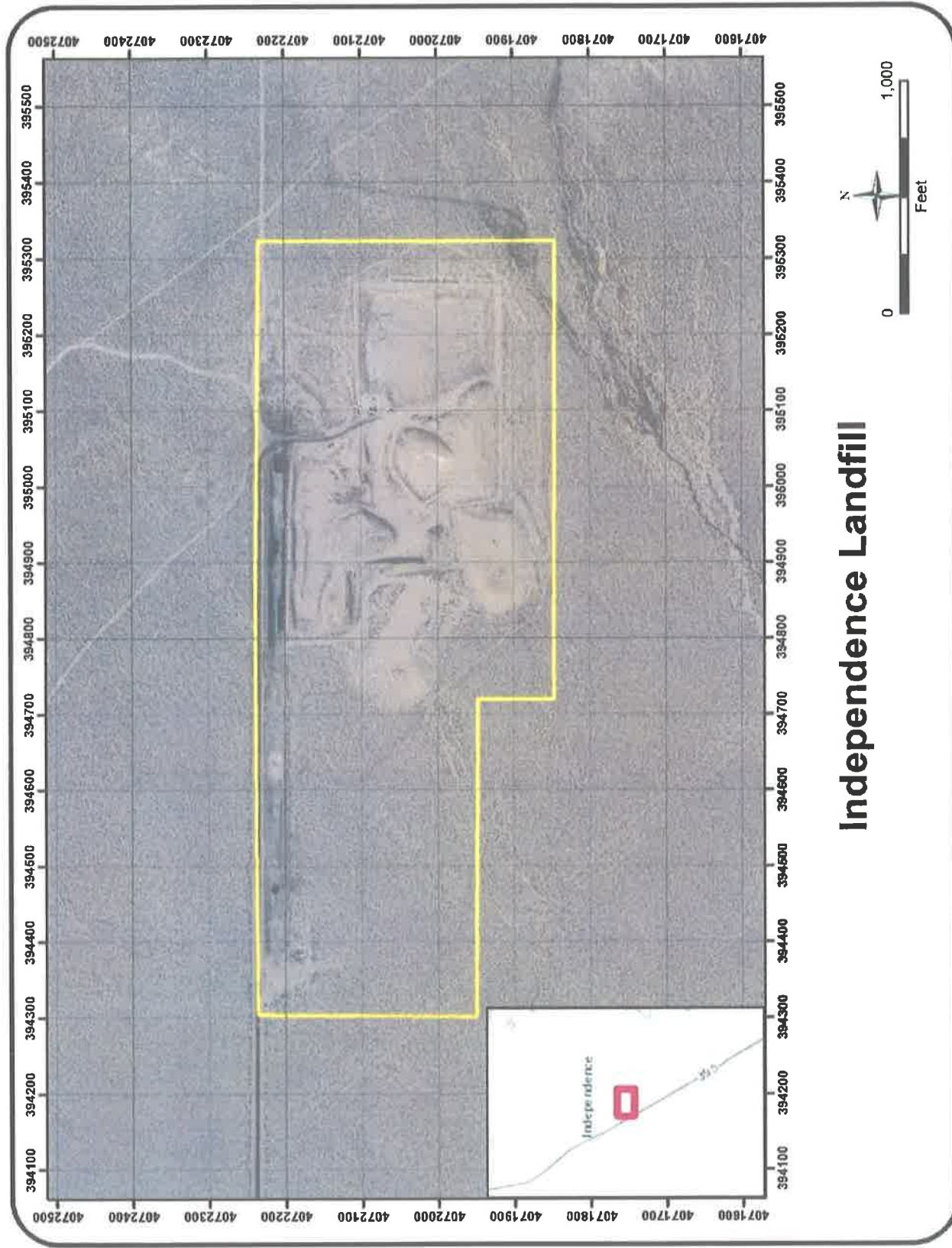
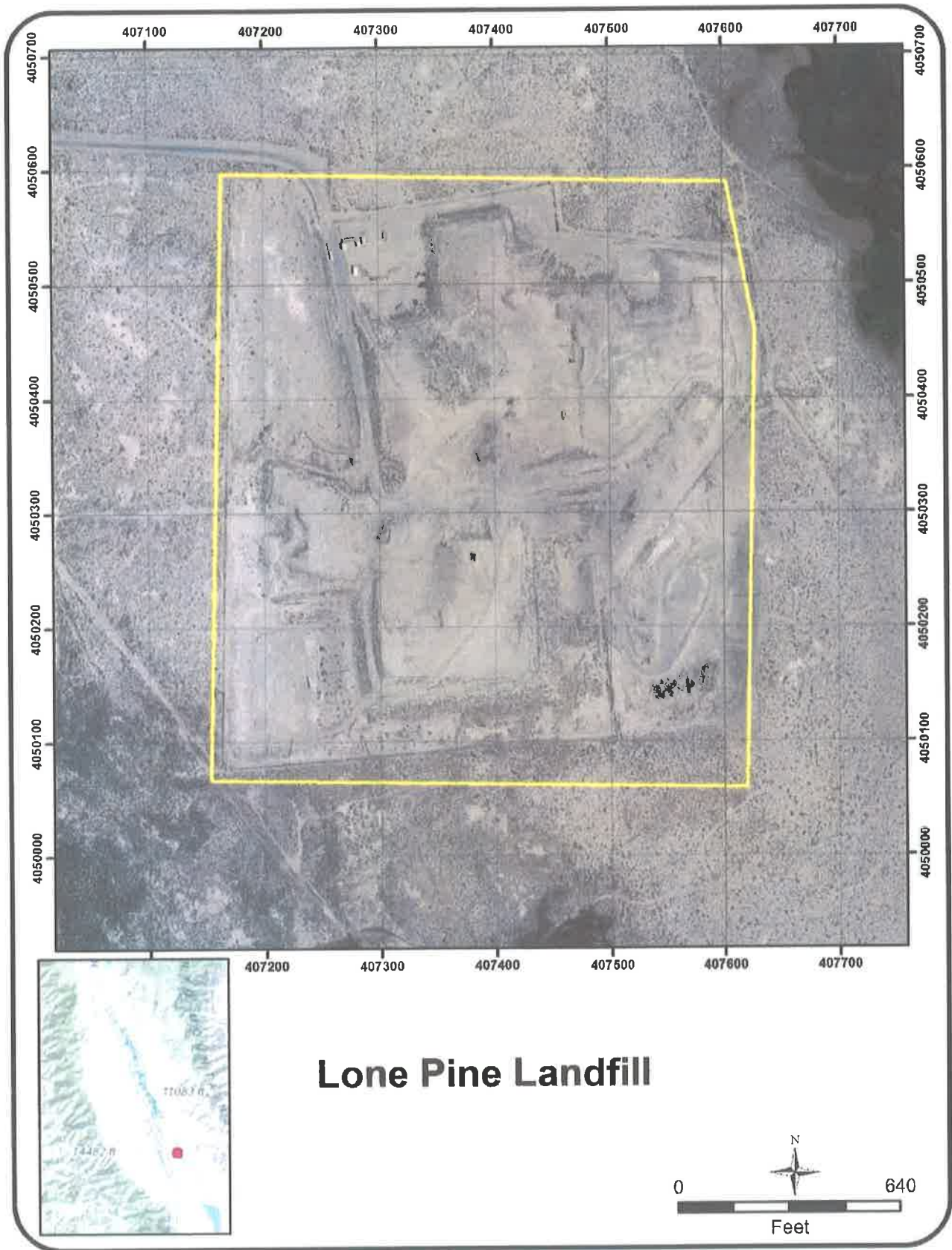


Figure 2. Independence Landfill.



Lone Pine Landfill

Figure 3. Lone Pine Landfill.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

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

FROM: Water Department

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: Consideration of withdrawal of County of Inyo's status as a Groundwater Sustainability Agency in the Owens Valley Groundwater Basin contingent upon the Owens Valley Groundwater Authority becoming the exclusive Groundwater Sustainability Agency for all portions of the Owens Valley Groundwater Basin.

DEPARTMENTAL RECOMMENDATION:

Staff recommends:

- A. Your Board resolve to withdraw Inyo County's status as a Groundwater Sustainability Agency in the Owens Valley Groundwater Basin contingent on other GSAs within the Basin also rescinding their GSA status, and acceptance by DWR of the OVGA as the exclusive GSA for the Basin; and
- B. Sign a joint letter to the California Department of Water Resources to be signed by the four existing GSAs in the Basin indicating that they collectively are GSAs for the entire Basin, they are each members of the OVGA and support the OVGA's intention to become the GSA for the Basin, they jointly agree this is a non-material change to their respective boundaries, and have adopted resolutions with these findings.

SUMMARY DISCUSSION:

The Owens Valley Groundwater Authority (OVGA) met and held a public hearing on May 10, 2018 at which it decided to become the Groundwater Sustainability Agency (GSA) for the entirety of the Owens Valley Groundwater Basin (Basin). Currently, Inyo County, Mono County, Bishop, and Tri-Valley Groundwater Management District are GSAs in the Basin, so for the OVGA to become the sole GSA for the Basin, the four current GSAs must withdraw their GSA status. If your Board decides to withdraw its GSA status in favor of the OVGA becoming GSA for the Basin, it is recommended that the decision to withdraw be contingent on the OVGA being named the exclusive GSA for the Basin by the California Department of Water Resources (DWR).

The process laid out in SGMA Chapter 4 is aimed at the initial formation of GSA prior to the statutory deadline of June 30, 2017, by which SGMA required that medium and high priority basins be entirely within the jurisdiction of a GSA or GSAs, with no overlap of GSA boundaries in basins with multiple GSAs. The four existing GSAs in the Basin followed the required process and met the June 30 deadline. SGMA does not address restructuring of existing GSAs after the June 30 deadline as intended here; however, the DWR, recognizing that it is necessary to accommodate changes in GSAs, DWR answered the following question in its Answers to Frequently Asked Questions on its web page¹:

¹ <https://www.water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Groundwater-Management/Sustainable-Groundwater-Management/Groundwater-Sustainability-Agencies/Files/GSA-Frequently-Asked-Questions.pdf>

Can GSAs in a basin change or restructure after June 30, 2017?

Yes. While this scenario is not specifically addressed in SGMA, there is no reason why a basin's governance structure cannot adapt to either changing conditions or changing roles and responsibilities when developing and implementing a GSP. A clear and legally-concise explanation of a basin's GSA governance structure will be required as part of the GSP in order to determine if the basin's sustainability goal can be reached and its groundwater sustainability program can be implemented. If the governance structure in a basin needs to be modified, then a GSA would need to withdraw from managing its portion of a basin by notifying DWR in writing. As part of the annual reporting requirements for GSAs, the modified GSA governance structure would need to be explained and the legal agreement that coordinates GSAs in a basin would need to be updated, if necessary. In high-and medium-priority basins, if an exclusive GSA opted out of its management role and no other local agency was able to take its place following the GSA formation process, the basin could be subject to intervention by the State Board. Water Code References: §10723 et seq., §10728, §10728.2, §10733 et seq., §10735.2

To address the withdrawal of GSA status by the four existing GSAs the following actions are recommended to be taken by each GSA board concurrently with the OVGA deciding to become the GSA for the Basin:

1. Each GSA board adopt resolution that finds that consolidating the four existing GSAs into a single GSA is a non-material change to the boundary of their GSA, and provides for rescission of GSA status contingent on other GSAs within the Basin also rescinding their GSA status; and acceptance by DWR of the OVGA as the exclusive GSA for the Basin. A resolution has been jointly prepared by the four GSAs so that each brings a similar withdrawal action to their respective boards.
2. Prepare a joint letter to DWR to be signed by all of the existing GSAs indicating that they collectively are GSAs for the entire Basin, they are each members of the OVGA and support the OVGA's intention to become the GSA for the Basin, they jointly agree this is a non-material change to their respective boundaries, and have adopted resolutions with these findings. Letter attached.

Once the OVGA has submitted its GSA notice materials to DWR, the GSA formation notice will be reviewed for completeness by DWR staff and, if complete, will within 15 days be posted on DWR's GSA web site when the four existing GSAs have withdrawn their GSA status. By conveying to DWR that the change to the GSA boundary is collectively a non-material change to the boundary, DWR should be able to designate the Owens Valley Groundwater Authority as an exclusive GSA once the OVGA's notice is deemed complete and the existing GSA notices have been withdrawn.

Attachments:

Resolution withdrawing Inyo County's GSA status, contingent on OVGA becoming an exclusive GSA.

Joint letter from the existing GSAs to DWR.

Map showing existing GSA boundaries.

Map showing proposed OVGA GSA boundaries.

ALTERNATIVES:

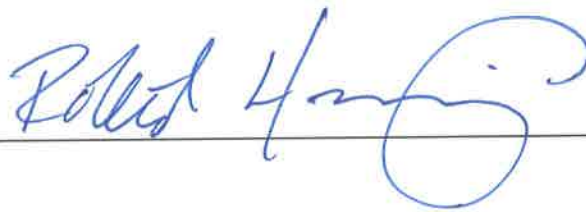
Do not withdraw Inyo County's GSA status. This would result in Inyo County retaining its GSA responsibilities in the Inyo County portion of the Basin (excluding Bishop's service area) and would likely result in the other three GSAs retaining their GSA status. The four GSAs would be responsible for preparing and implementing a Groundwater Sustainability Plan (or Plans) in the Basin.

OTHER AGENCY INVOLVEMENT: LADWP

FINANCING:

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

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



Date: 5/7/18

RESOLUTION NO. _____

A RESOLUTION OF THE COUNTY OF INYO BOARD OF SUPERVISORS, ELECTING TO WITHDRAW ITS STATUS AS A GROUNDWATER SUSTAINABILITY AGENCY IN THE OWENS VALLEY GROUNDWATER BASIN CONTINGENT UPON THE OWENS VALLEY GROUNDWATER AUTHORITY BECOMING THE EXCLUSIVE GROUNDWATER SUSTAINABILITY AGENCY FOR ALL PORTIONS OF THE OWENS VALLEY GROUNDWATER BASIN

WHEREAS, the Sustainable Groundwater Management Act (“SGMA”), Part 2.74 (commencing with section 10720) of the Water Code, requires all groundwater basins designated by the Department of Water Resources (“DWR”) as high- and medium-priority basins to be managed sustainably by “local agencies,” as defined in Water Code section 10721(n), that decide to become groundwater sustainability agencies (“GSA”); and

WHEREAS, the County of Inyo (the “Agency”), became the exclusively recognized Groundwater Sustainability Agency (GSA) for certain portions of the Owens Valley groundwater Basin (Basin No. 6-12.01 and 6-012.02 in the Department of Water Resources Bulletin 118 Update 2016, henceforth “Basin”) pursuant to Water Code section 10723(a) and, thereafter, notified DWR of its decision to become a GSA for certain portions of the Basin pursuant to Water Code section 10723.8(a); and

WHEREAS, three other local agencies eligible to serve as GSAs pursuant to Water Code section 10723(a), separately became the exclusively recognized GSA for discrete portions of the Basin, (including the Fish Slough Subbasin of the Owens Valley Groundwater Basin identified as Basin No. 6-12.02 in the Department of Water Resources Bulletin 118 Update 2016; henceforth the entirety of the Owens Valley Groundwater Basin including Fish Slough is referred to as the the “Basin”) which resulted in the entire Basin being separately covered by the four GSAs; and

WHEREAS, on or about August 1, 2017, those four GSAs and seven other local agencies within the Basin entered into a joint powers agreement (“JPA”) to form the Owens Valley Groundwater Authority (the “OVGA”) in order to, among other things, jointly exercise their powers as a single GSA within the Basin for the purpose of creating a groundwater sustainability plan to be implemented within their combined jurisdictional boundaries in the Basin; and

WHEREAS, the JPA requires, among other things, the four exclusive GSAs within the Basin to formally notify the California Department of Water Resources (“DWR”), in writing, of their respective intents to withdraw their respective GSA status’ expressly contingent upon the OVGA becoming the exclusive GSA for the entire Basin; and

WHEREAS, the Agency considers the transfer of the GSA into the OVGA JPA to be a non-material change in that the OVGA includes all existing exclusive GSAs and this action was contemplated at the time each of the existing exclusive GSAs submitted their notices to DWR.

NOW, THEREFORE, BE IT RESOLVED by the County of Inyo Board of Supervisors as follows:

- (1) Contingent upon the OVGA actually becoming the exclusive GSA for the Basin and in accordance with the JPA, the Agency hereby withdraws its status as the exclusively recognized GSA; and
- (2) Consistent with Water Code section 10723.8(e), and concurrently with the OVGA notifying DWR of its intent to become the GSA for the entire Basin, Agency staff is directed to provide DWR written notification of its decision to withdraw its status as a GSA for the Basin and a copy of this resolution so that the OVGA may become the exclusive GSA for the Basin.
- (3) Agency staff is directed to do all things appropriate and necessary, including but not limited to providing assistance and support to the OVGA and its staff, to effectuate the withdrawal of the Agency's status as a GSA for the Basin and the OVGA becoming the exclusive GSA for the Basin.

PASSED AND ADOPTED ON THIS ____ DAY OF _____, 2018 BY THE FOLLOWING VOTE:

AYES:

NAYS: -0-

ABSTAIN: -0-

ABSENT: -0-

Chairman Dan Tothoroh, County of Inyo

*Attest: Kevin Carunchio,
Clerk of the Board*

by: _____
*Darcy Ellis,
Assistant to the Clerk of the Board*



(760) 878-0001
FAX: (760) 878-2552

EMAIL: mail@inyowater.org
WEB: <http://www.inyowater.org>

P.O. Box 337
135 South Jackson Street
Independence, CA 93526

May 10, 2018

Mark Norberg, GSA Project Manager
Sustainable Groundwater Management Section
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

RE: Joint Notice of Intent to Transfer Groundwater Sustainability Agency Status to the
Owens Valley Groundwater Authority

Dear Mr. Norberg:

This letter is jointly sent by the County of Mono, County of Inyo, City of Bishop, and Tri-Valley Groundwater Management District pursuant to the Sustainable Groundwater Management Act (SGMA), specifically Water Code section 10723.8(e), to notify the California Department of Water Resources (Department) of our collective intent to withdraw from managing certain portions of the Owens Valley Groundwater Basin (Basin No. 6-012, hereinafter the "Basin") in order to allow the Owens Valley Groundwater Authority (OVGA), a joint powers authority formed by our and other local agencies, to become the exclusive groundwater sustainability agency (GSA) within the Basin. The notice of intent from the OVGA to become the exclusive GSA within the Basin is sent concurrently herewith.

As you are aware, the County of Mono, County of Inyo, City of Bishop, and Tri-Valley Groundwater Management District became exclusive GSAs within the Basin on or about 07/19/2017, 06/28/2017 & 09/27/2017, 07/17/2017, and 07/20/2017, respectively. Together our GSAs' boundaries span the entirety of the Basin. Concurrent with that process, we were engaged in the process required to form the OVGA with the intent that the OVGA would ultimately become the exclusive GSA for the Basin. The OVGA is now fully constituted and able to become the exclusive GSA for the Basin.

Pursuant to the OVGA joint powers agreement, the undersigned GSAs each took formal action to withdraw from managing the Basin in order to allow the OVGA to become the exclusive GSA for the Basin. Copies of the resolutions effectuating each GSA's withdrawal are included with this letter as Attachments 1-4. As you will see in each resolution, our understanding is that these actions, combined with the OVGA's notice of intent to become the exclusive GSA within the Basin, constitute a non-material change to the management of the Basin. As such, we

respectfully request that the Department immediately post the OVGA's notice and recognize the OVGA as the exclusive GSA for the entire Basin, while concurrently accepting this joint notice of intent to withdraw, in order to allow the OVGA to move forward with implementation of SGMA mandates.

Please do not hesitate to contact the OVGA's acting Executive Director, Dr. Bob Harrington, if you have any questions regarding this matter. His contact information is contained at the top of this letter.

Respectfully,

COUNTY OF MONO

COUNTY OF INYO

CITY OF BISHOP
DISTRICT

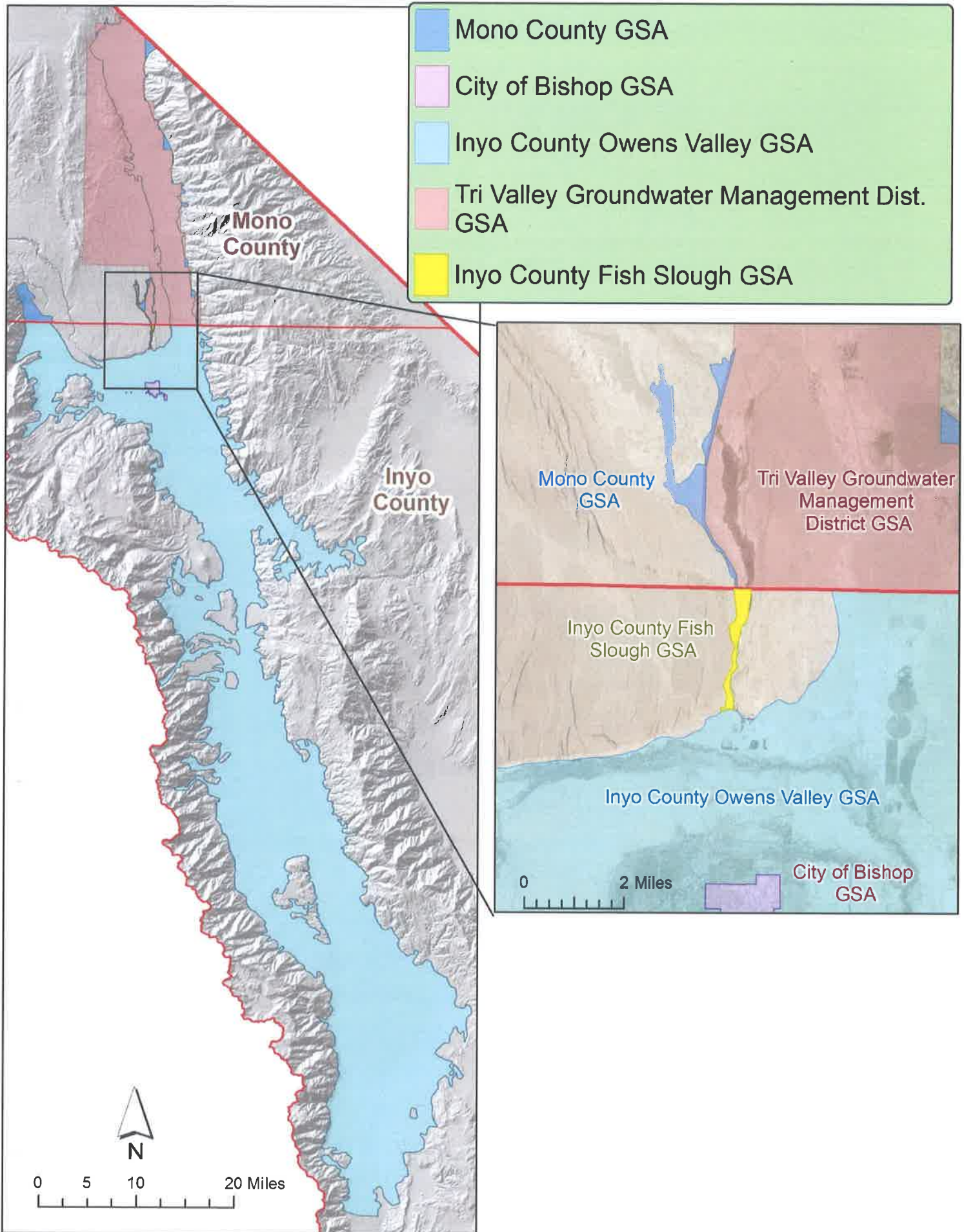
TRI-VALLEY GROUNDWATER MANAGEMENT

Cc:

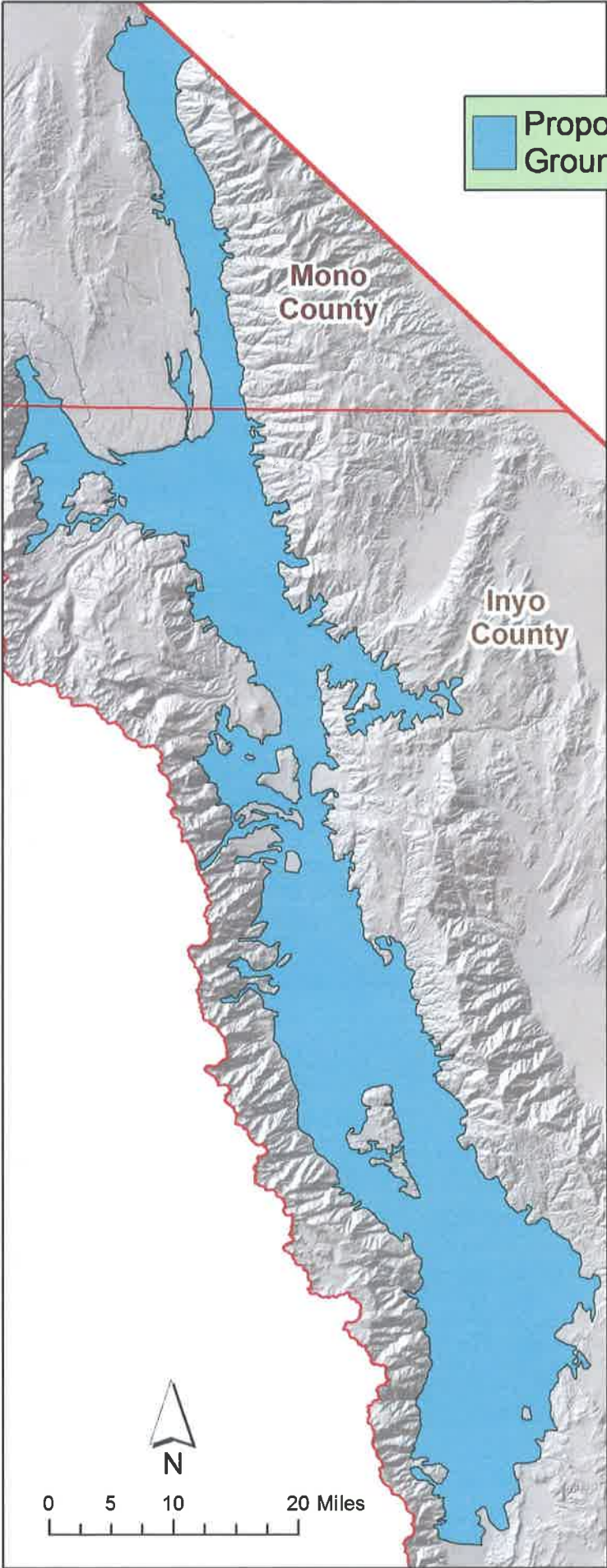
Brian Moniz, Regional Coordinator
California Department of Water Resources Southern Region
700 Fairmont Avenue, Suite 102
Glendale, CA 91203

Bob Pierotti, Supervising Engineering Geologist
California Department of Water Resources Southern Region
700 Fairmont Avenue, Suite 102
Glendale, CA 91203

Anita Regmi/Jennifer Wong, Basin Contact Persons
California Department of Water Resources Southern Region
700 Fairmont Avenue, Suite 102
Glendale, CA 91203



Proposed boundary of the Owens Valley Groundwater Authority GSA





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: County Administrator – Personnel/Clerk Recorder-Registrar of Voters/Auditor-Controller/County Counsel

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: Elections Workers Policy

DEPARTMENTAL RECOMMENDATION:

Recommend your Board review and approve the County of Inyo Election Worker Policy.

SUMMARY DISCUSSION:

The County of Inyo relies almost exclusively on the use of volunteers to serve as precinct workers and elections workers; preserving our nation's most cherished democratic institution – the right to vote. There are a myriad of sometimes counter-intuitive local, state and federal laws and regulations that govern the use and, particularly, the payment of precinct workers and election workers; even when these individuals are working as volunteers. Some of these requirements were highlighted when, as part of a 2014 Service Redesign initiative, the Clerk-Recorder-Registrar of Voters worked with the County Administrator to use County employees as precinct and election workers.

This policy is intended to replace and clarify the County Employee Worker Program memorandum dated March 20, 2014. identifies the myriad of local, state and federal laws and regulations governing the use precinct workers and election workers – from which the County has little room to deviate – and how these laws and regulations are applied to both County employees and community volunteers serving as election workers and precinct workers under a variety of scenarios.

ALTERNATIVES:

Your Board could choose not to adopt the Policy or direct other changes.


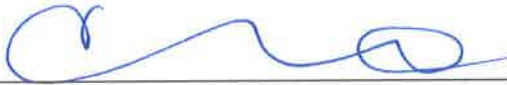
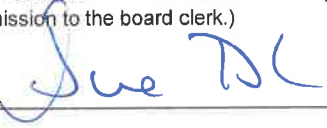
OTHER AGENCY INVOLVEMENT:

Clerk Recorder-Registrar of Voters, Auditor-Controller, County Counsel, Personnel

FINANCING:

There is no cost associated with adopting this policy which clarifies how precinct workers and election workers are paid from funds in the Approved County Budget for any election.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date 04/24/2018
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 4/25/2018
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 4/26/18

DEPARTMENT HEAD SIGNATURE:  Date: 04-17-2018
(Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE:  Date: 4/26/2018
(Not to be signed until all approvals are received)

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

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

COUNTY OF INYO

INITIAL ISSUE DATE:	Election Worker Policy
LATEST REVISION DATE:	
PAGE NO: Page 1 of 5	

I. PURPOSE

This policy sets forth the process for selecting precinct workers and election workers, and how precinct workers and election workers will be paid in accordance with applicable laws and regulations, including the Fair Labor Standards Act (FLSA) and requirements of the Internal Revenue Service, as well as Inyo County policies when applicable. This policy also recites the manner in which County employees may serve as precinct workers and election workers.

This policy clarifies and supersedes the County Employee Election Worker Program memorandum dated March 20, 2014.

II. BACKGROUND

State law requires that *precinct workers* receive a stipend for services provided on election day (Elections Code Section 12310).

State law permits, but does not require, the County to provide stipends to volunteers, including those who volunteer as *election workers* before or after the day of an election (*pre or post-election workers*).

III. POLICY/PROCEDURE

A. Selection of Precinct Workers/Election Workers

Any person who desires to volunteer as a precinct worker or a pre or post-election worker must complete the attached precinct worker/election worker application (hereinafter referred to as "application"). Selection of volunteer precinct workers and volunteer pre or post-election workers is within the sole discretion of the Inyo County Clerk-Recorder and Registrar of Voters or their designee.

B. Adherence to Inyo County Volunteer Policy

Individuals who choose to volunteer as a precinct worker or a pre or post-election worker will be subject to provisions of the Inyo County Volunteer Policy in addition to this Policy.

COUNTY OF INYO

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C. Precinct Worker and Election Worker Stipends

The Inyo County Board of Supervisors is responsible for establishing the amount of stipends paid to precinct workers, and any stipends that may be paid to election workers under this Policy.

D. Payment of Stipends

The Inyo County Auditor-Controller is responsible for issuing all precinct worker and election worker stipends in a manner consistent with this policy, state and federal law, and IRS requirements.

E. Non-County Employee Precinct Workers and Election Workers

1. Individuals who are not employed by the County of Inyo, who volunteer and are selected as a pre or post-election worker, must complete a W-4 form as part of their application if there is a possibility they will be paid over \$599 in stipends by the County of Inyo in a calendar year. Individuals who do not complete a W-4 form will have the total amount of stipends they receive from the County of Inyo limited to \$599 in a calendar year per paragraph 2 below.
2. The total amount of stipends paid to an individual who is not employed by the County of Inyo, who volunteers and is selected as a precinct worker, and who does not complete a W-4 form from the first day of service, is limited to \$599 per calendar year. Individuals who do not complete a W-4 will receive their stipend in the form of a check with no taxes withheld.
3. Individuals who volunteer as a precinct worker or a pre or post-election worker who are not employed by the County of Inyo but who receive a payroll check that the County of Inyo processes on behalf of another public entity (e.g., a volunteer fire department stipend) are hereby apprised that they will have their precinct worker/election worker stipend incorporated into their regular payroll check processed by the Inyo County Auditor-Controller and applicable taxes will be withheld.

F. Inyo County Employee Precinct Workers and Election Workers

Employees of the County of Inyo may serve as a precinct worker or a pre or post-election worker by either: (1) requesting and taking compensatory time-off (or accrued leave other than sick leave) and volunteering; or (2) requesting assignment through their supervisor and department

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head, to assist in elections activities, either during normal work hours or as part of a modified work schedule.

1. County Employees Volunteering As Precinct Workers and Election Workers

Any County employee may volunteer to serve as a precinct worker or a pre or post-election worker except for employees who are employed by the County to perform the “same type of services” as those of precinct workers or a pre or post-election workers. The County determines the job classifications that perform the “same type of services” as those of precinct workers or pre or post-election workers, that are therefore ineligible to volunteer to serve a precinct worker or a pre or post-election worker and ineligible to receive the associated stipend. (A list of those classifications is set forth below.) This is because the law prohibits employees from volunteering to perform the same type of services for a public agency as those they are paid to perform by that agency (29 CFR Section 533.101(c)). The agency must pay employees who “volunteer” to perform services of the same type for which they are employed in accordance the same salary and benefits as they would normally receive for performing the work, including overtime. Employees who are not eligible to volunteer to serve a precinct worker or a pre or post-election worker may still participate in the elections process as described below in Paragraph 2 below but are not eligible for the volunteer stipend.

County positions that perform the “same type of services” as those of precinct workers or pre or post-election workers include:

- Office Clerk
- Office Technician I-III
- Administrative Secretary I-III
- Legal Secretary I-III

In order to receive a stipend, eligible County employees (those that do not perform the same type of services) volunteering to serve as a precinct worker or a pre or post-election worker during regular work hours must (1) complete the attached application; and (2) take compensatory time-off (or accrued leave other than sick leave) with the pre-approval of their supervisor. The supervisor’s approval for the employee’s compensatory time-off (or accrued leave) must be indicated by the employee’s supervisor’s signature on the application.

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County employees may also volunteer to serve as a precinct worker or a pre or post-election worker outside of their regular work hours (and without using compensatory time-off or accrued leave) by completing the attached application. Except for those County employees who perform the "same type services" and are therefore ineligible to volunteer as a precinct worker or a pre or post-election worker, County employees volunteering to serve as a precinct worker or a pre or post-election worker outside of their regular work hours do not need the pre-approval of their supervisor.

Employees of the County of Inyo who volunteer and are selected as a precinct worker or a pre or post-election worker in accordance with this section will have their precinct worker/election worker stipend incorporated into their regular payroll check processed by the Inyo County Auditor-Controller and applicable taxes will be withheld.

2. County Employees Requesting Assignment As Precinct Workers and Election Workers

Any County employees may be assigned, or request assignment through their supervisor and department head, to assist in elections activities; either during normal work hours or as part of a modified work schedule.

County employees who request assignment as a precinct worker or a pre or post-election worker must complete the application and have it approved by their department head. Employees requesting assignment must indicate on their application whether they will be working outside of their regularly scheduled hours and, if so, whether they expect the additional time worked to be compensated as overtime pay, compensatory time-off, or through a flexed work schedule.

Employees of the County of Inyo who request assignment as a precinct worker or a pre or post-election worker in accordance with this section will be compensated at their applicable pay schedule, in accordance with FSLA requirements, and any overtime or comp time will be awarded as indicated by their department head's pre-approval as on the application.

G. Assigning County Employees As Precinct Workers and Election Workers

A department head or the County Administrator may assign a County employee to assist in elections activities. When such assignments are made, the department head or CAO will consider input from the Inyo County Clerk-Recorder & Registrar of Voters, and neither the employee nor their supervisor will be required to complete an application. Any non-exempt employees

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assigned to work on election activities section will be compensated at their applicable pay schedule, in accordance with FSLA requirements and County Personnel Rules and MOU requirements. Exempt employees assigned to work on elections activities will not be compensated beyond their regular salary.

IV. RESPONSIBLE DEPARTMENTS

Inyo County Clerk-Recorder & Registrar of Voters
Inyo County Auditor Controller
Inyo County Personnel Office

V. REFERENCES

Attachments: Application

DRAFT



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: Inyo County Clerk-Recorder & Registrar of Voters

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: Workshop on new voting system

DEPARTMENTAL RECOMMENDATION: Conduct a follow-up workshop on Inyo County's voting system

SUMMARY DISCUSSION:

The purpose of this workshop is to update the Board of Supervisors on the new voting system.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

Date: 4/18/18

Inyo County Elections

VOTING TECHNOLOGY

Accessible Voting



Scanners



Cost of previous system

Mandated equipment purchased in 2005 with Federal, State, & County funds

- 45 Edge machines, 2 Insight ballot readers, software, training cost = **\$559,343**

New mandate in 2007 to return to paper ballots

- 3 machines purchased in 2008 using General Funds = **\$20,233**

Vendor stopped supporting Election Management System (EMS) in 2008

- New EMS purchased in 2008 using HAVA funds = **\$42,229**

Total = \$700,000 + annual license fees


Cost of new system

New Election Management System
purchased in 2017 using county funds =

\$201,796 + annual license fees

Important changes

1. Mark your ballot

Mark your ballot using a dark ballpoint pen. To vote for a candidate connect the arrow pointing to your choice, with a single line like this: 

If you make a mistake you can request a replacement ballot by calling 760-878-0224 or email kfoote@inyocounty.us.

1. Mark your ballot

To vote, completely fill in the oval next to your choice, like this: 

If you make a mistake you can request a replacement ballot by calling 760-878-0224 or email kfoote@inyocounty.us.

1"

2. Review your ballot

Important Changes

Ballot 1/2

✓	—	—
✓	—	✓
✓	—	✓
—	—	—

→

Ballot 2/2

✓	—	—
✓	—	✓
✓	—	✓
—	—	—

→

Cybersecurity

- Elections websites are now HTTPS://
- Not connected to the internet & WiFi disabled.
- New password requirements, specific to each election
- New security training & education

New election laws

- Conditional Voter Registration
- Accessible online marking of ballots
- New Automatic registration through the DMV
- 16 & 17 year olds can pre-register to vote

Questions

Kammi Foote
Inyo County Registrar of Voters
kfoote@inyocounty.us
760-878-0224



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: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: May 15, 2018

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

SUMMARY DISCUSSION:

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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



Date: 05-04-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 22

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: May 15, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

SUMMARY DISCUSSION:

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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



Date: 05-04-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

- Consent
 Departmental
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 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Kevin D. Carunchio, County Administrator
By: Kelley Williams, Assistant to the CAO

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: Discussion on Discontinuation or Modification of Land of EVEN Less Water Local Emergency Proclamation

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency," that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

SUMMARY DISCUSSION:

On January 17, 2014, Governor Brown proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for the forthcoming water shortfalls and drought conditions, due to the driest year in recorded state history. During your January 28, 2014 meeting your Board took action to concurrently approve Resolution 2014-09 proclaiming a local emergency, named the "Land of EVEN Less Water Emergency," a result of the severe and extreme drought conditions that existed in Inyo County. On June 28, 2016, your Board amended Resolution 2014-09 to include language to address the high groundwater saturation problems that were occurring in the West Bishop area due to the fluctuation in hydrologic conditions.

On April 7, 2017, due to the unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices. Executive Order B-40-17 lifts the drought emergency except in areas where emergency drinking water projects will continue to help address diminished groundwater supplies. Executive Order B-40-17 also builds on actions taken in Executive Order B-37-16, which remains in effect, to continue to make water conservation a way of life in California.

As discussed at your Board meeting of April 18, 2017, due to the changed circumstances and conditions relating to this state and local emergency, it is recommended that the local emergency known as "The Land of Even Less Water" be modified – rather than discontinued outright – so that considerations can still be in place to address the ongoing hydrologic issues in West Bishop. At that meeting, your Board voted to continue the emergency for the time being, until staff can present a modified version to take into account the West Bishop situation. Staff is recommending the Board take the same action today.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

 Date: 05-04-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: May 15, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: 05-04-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 25

- Consent
 Departmental
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 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency," that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION:

During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a biweekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE: _____ *[Signature]* Date: 05-04-18
 (Not to be signed until all approvals are received)