



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA

Board of Supervisors Room - County Administrative Center

224 North Edwards, Independence, California

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. (2) 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). (3) 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).

REGULAR MEETING

October 15, 2024

8:30 AM

- 1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

- 2) **Public Employee Performance Evaluation – Pursuant to Government Code §54957 – Title: County Counsel.**
- 3) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6 –** Regarding employee organizations: Deputy Sheriff's Association (DSA); 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. County designated representatives – Administrative Officer Nate Greenberg, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Assistant County Counsel Grace Weitz, Auditor-Controller Amy Shepherd, and Assistant CAO Denelle Carrington.

OPEN SESSION

(With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.**
- 4) Pledge of Allegiance**
 - 5) Report on Closed Session as Required by Law**
 - 6) Public Comment**
Comments may be time-limited
 - 7) County Department Reports**

CONSENT AGENDA

8) Jail Administration Remodel Project - Change Order 4

Public Works | Michael Errante

Recommended Action:

Approve Change Order 4 to the contract between the County of Inyo and Pagenkopp Company, Inc. of Big Pine, CA , increasing the total contract value to \$435,379.89, and authorize the Public Works Director to sign.

9) Contract with California Department of Public Health for Tobacco Control Program

Health & Human Services - Health/Prevention | Anna Scott

Recommended Action:

Ratify and approve the agreement between the County of Inyo and the California Department of Public Health of the State of California for the provision of operation of the local Tobacco Control Program in an amount not to exceed \$300,000 for the period of July 1, 2024 through June 30, 2025, and authorize the Health & Human Services Director or appointed designee to sign the Allocation Agreement CTCP-21-14 and quarterly Prospective Payment Invoices.

10) Agreement with California Department of Social Services for Resource Family Approval Legal Representation

Health & Human Services - Social Services | Anna Scott

Recommended Action:

Ratify and approve the Standard Agreement between the County of Inyo and California Department of Social Services for the provision of legal consultation and legal representation in administrative action appeals associated with the Resource Family Approval program for no cost for the period of July 1, 2024 to June 30, 2027, and authorize the Chairperson to sign.

11) 2024-2025 Community Assistance, Recovery and Empowerment (CARE) Court Funding Agreement

County Administrator | Nate Greenberg

Recommended Action:

Approve the 2024-2025 Community Assistance, Recovery and Empowerment (CARE) Court Funding Agreement and authorize the Assistant County Administrative Officer to sign.

12) Disqualification of Apparent Low Bidder for the Walker Creek Bridge Replacement Project

Public Works | Michael Errante

Recommended Action:

- A) Find that, pursuant to Public Contract Code section 5103, the apparent low bidder for the Walker Creek Bridge Replacement Project, MWC Group, Inc. must be disqualified due to mathematical errors;
- B) Find that Steelhead Constructors JV of Redding, CA is the successful bidder for the project; and
- C) Direct the Public Works Director to develop for upcoming Board approval a contract with Steelhead Constructors JV for the Walker Creek Bridge Replacement Project.

13) Claim For Damages Filed by County Retiree Kelley Williams, Related to Alleged Loss of Retirement Benefits, Alleged Unpaid Overtime, and Alleged Penalties

County Administrator - Risk Management | Aaron Holmberg

Recommended Action:

- A) Deny the claim filed by County retiree Kelley Williams, related to alleged loss of retirement benefits, alleged unpaid overtime, and alleged penalties; and
- B) Direct the Risk Manager, in consultation with County Counsel, to send notice to the claimant of the denial.

REGULAR AGENDA

14) Approval of Purchase Sale and Related Agreements for the Acquisition of the Bishop-Sunland, Independence, and Lone Pine Landfills from the City of Los Angeles Department of Water and Power

County Administrator | Nate Greenberg

20 minutes (5min. Presentation / 15min. Discussion)

Recommended Action:

- A) Amend the Fiscal Year 2024-2025 Preliminary Budget, Recycling & Waste Management Budget 045700 as follows: Increase appropriation in the Land object code 5600 by \$465,965 *(4/5ths vote required)*;
- B) Approve the Agreement of Purchase and Sale of Real Property and Escrow Instructions between the County of Inyo and the Los Angeles Department of Water and Power;

- C) Approve the Water Exchange Agreement between the County of Inyo and the Los Angeles Department of Water and Power;
- D) Approve the Amendment to the Agreement to Transfer the Lone Pine Town Water System;
- E) Approve the Amendment to the Agreement to Transfer the Independence Town Water System;
- F) Approve the Initial Study / Mitigated Negative Declaration applicable to the approvals of the above agreements and amendments; and
- G) Authorize the County Administrative Officer to sign the agreements and amendments and take all related necessary actions.

15) Resolution to Accept Federal Appropriation for the Small Business Resource Center

County Administrator | Meaghan McCamman
5 minutes

Recommended Action:

Approve Resolution No. 2024-35, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving the Acceptance of a Congressional Appropriation for Furniture, Fixtures, and Equipment for the Small Business Resource Center," and authorize the Chairperson to sign.

16) Creation of the Assessment Appeals Board

County Counsel | John Vallejo
5 minutes

Recommended Action:

Waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California Creating Chapter 3.25 of the Inyo County Code Establishing the Inyo County Local Assessment Appeals Board and Modifying Section 3.28.030 of the Inyo County Code to Replace the References to the Local Board of Equalization with References to the Assessment Appeals Board," and schedule enactment for November 5, 2024 in the Board of Supervisors Chambers, County Administrative Center, Independence.

17) Payment Authorization for Invoice from the Los Angeles Department of Water and Power for Town Water System Usage Allotments

Public Works | Michael Errante
10 minutes

Recommended Action:

- A) Amend the Fiscal Year 2024-2025 Water System Budget 152198 as follows: increase appropriation in Utilities Object Code 5351 by \$112,229 (4/5ths vote required); and
- B) Authorize payment to the Department of Water and Power of the City of Los Angeles, CA for prior-year invoices in the amount of \$112,229 for annual water allotment overages from 2002-2003 through 2022-2023.

11:45 A.M. 18) Capital Asset Leasing Corporation - The Board will recess as the Board of Supervisors and reconvene as the Board of Directors for the Capital Asset Leasing Corporation (separate agenda).

ADDITIONAL PUBLIC COMMENT & REPORTS

19) Public Comment

Comments may be time-limited

20) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

- 21) Auditor-Controller** - In accordance with Section 26920 of the Government Code, an actual count of money in the hands of the Treasurer made on October 3, 2024.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 15, 2024

Reference ID:
2024-722

Jail Administration Remodel Project - Change Order 4 Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve Change Order 4 to the contract between the County of Inyo and Pagenkopp Company, Inc. of Big Pine, CA , increasing the total contract value to \$435,379.89, and authorize the Public Works Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Mold was discovered in the Independence Jail Administration Area. Belfor Property Restoration removed the mold and a contract was issued to Pagenkopp Company, Inc of Big Pine, CA to restore the Administration Area. Additional scope-of-work was added to recoat the entire exterior wall surface of the Independence Jail with elastomeric paint to help reduce the intrusion of moisture into the wall cavities. After the work began, the exterior wall surface was discovered to be so porous that the manufacturer's representatives recommended multiple coats to properly seal the wall surface. This portion of Change Order 4 totaled \$34,255. Additional interior work was also requested by the Sheriff's Department. This included a new cabinet and countertop adjacent to the Reception Window in the Jail Lobby \$1,725, and a new wall unit in an office and industrial shelving in one of the storage rooms \$4,175.

Original Contract	\$215,898.99
Change Order 1	\$19,281.00
Change Order 2	\$68,951.90
Change Order 3	\$91,093.00
Change Order 4	\$40,155.00
Proposed Contract Value	\$435,379.89

FISCAL IMPACT:

Funding Source	Non-General Fund / Criminal Justice Funds	Budget Unit	011501
Budgeted?	Yes	Object Code	5640
Recurrence	Ongoing Expenditure through project completion	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$40,155 for the period between 10/01/2024-06/30/2024
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to authorize the Public Works Director to sign Change Order 4. This is not recommended as it would result in the contractor not being paid for additional work performed.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Sheriff's Department

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Improved County Facilities

APPROVALS:

Greg Waters	Created/Initiated - 9/16/2024
Darcy Ellis	Approved - 9/17/2024
Breanne Nelums	Approved - 9/24/2024
Greg Waters	Approved - 9/25/2024
Grace Chuchla	Approved - 10/3/2024
John Vallejo	Approved - 10/4/2024
Amy Shepherd	Approved - 10/4/2024
Nate Greenberg	Final Approval - 10/8/2024

ATTACHMENTS:

1. Jail Administration Remodel Contract
2. Change Order 1
3. Change Order 2
4. Change Order 3
5. Change Order 4

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 Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of November 2023 an order was duly made and entered as follows:

*Public Works –
Jail Administration
Remodel Project*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to: A) Award the contract for the Jail Administration Remodel to Pagenkopp Company, Inc. of Big Pine, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Pagenkopp Company, Inc. of Big Pine, CA in the amount of \$215,898.99, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws. Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: November 13, 2023

WITNESS my hand and the seal of said Board this 7th
Day of November, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nate Greenberg", is written over a horizontal line.

By: _____



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 7, 2023

Reference ID:
2023-4283

Jail Administration Remodel Project Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

A) Award the contract for the Jail Administration Remodel to Pagenkopp Company, Inc. of Big Pine, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Pagenkopp Company, Inc. of Big Pine, CA in the amount of \$215,898.99, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

BACKGROUND / SUMMARY / JUSTIFICATION:

Public Works contracted for extensive repairs due to the water damage at the Jail Administration Building. Inyo County contracted with Belfor Property Restoration to investigate and remediate water related damage to the building. This was the first phase of the project and is now complete. This contract award is for the second phase of this repair project, which is the reconstruction of the areas demolished during the remediation phase.

Inyo County received two competitive bids on November 1, 2023 to build new interior walls, including doors, insulation, drywall and paint. The bid also includes carpet, countertops and exterior paint. Bid amounts are listed below.

1. Pagenkopp Company Inc. \$215,898.99 (low bidder)
2. JTS Construction \$397,500.00

Staff recommends awarding the contract to Pagenkopp Company Inc., as they were the lowest responsible bidder.

FISCAL IMPACT:

Funding Source	Non-General Fund / Criminal Justice Funds	Budget Unit	011501
Budgeted?	Yes	Object Code	5640
Recurrence	Ongoing Expenditure (through contract completion)		
Current Fiscal Year Impact			

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

It is recommended that your Board accept the successful low bid as submitted. We could go back out to bid or decline to do the work, but this is not recommended as your Sheriff's administrative offices at the jail are partially demolished and non-habitable.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Bid Tabulation Sheet
2. Pagenkopp Company Inc. Contract
3. Pagenkopp Bid

APPROVALS:

Darcy Ellis	Created/Initiated - 11/1/2023
Darcy Ellis	Approved - 11/2/2023
Greg Waters	Approved - 11/2/2023
John Vallejo	Approved - 11/2/2023
Breanne Nelums	Approved - 11/2/2023
Amy Shepherd	Approved - 11/2/2023
Michael Errante	Approved - 11/2/2023
Nate Greenberg	Final Approval - 11/2/2023

COUNTY OF INYO BID TABULATION

Project Title: Jail Administration Remodel Project

Bid Opening Date and Time: November 1st, 2023 3:30 PM

Location: County Administration Center, Independence, CA

	BIDDER NAME	BOND	ADDENDA 1	Total \$
1	JTS Construction	✓ yes	✓ yes	\$397,500.00
2	Pagenkopp Company Inc.	✓ yes	✓ yes	\$215,898.99
3				

Opened By: Hayley Carter

Present: Court Chinn

Chris Cox

D. Anderson

[Signature] - Pagenkopp Company.

John M. Finckney



**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

Pagenkopp Company, Inc., **CONTRACTOR**

for the

JAIL ADMINISTRATION REMODEL

PROJECT

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, November 7, 2023, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Pagenkopp Company, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of JAIL ADMINISTRATION REMODEL **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: JAIL ADMINISTRATION REMODEL **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of:
Two Hundred Fifteen Thousand Eight Hundred Ninety Eight and 99/100 dollars (\$ 215,898.99), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):



The Bid Proposal Form
The Bid Bond
The Faithful Performance Bond

- ☒ The Labor and Materials Payment Bond
- ☒ Insurance Specifications
- ☒ All documents as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020
- ☒ The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- ☒ The Special Provisions concerning this Project including the Appendices and the Plans
- ☐ Scope of Work Attachment [negotiated contracts only]
- ☒ Any and all amendments or changes to any of the above-listed documents including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

All Contract Documents are attached hereto.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

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

9. **POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. **COMPLIANCE WITH ALL LAWS.**

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

11. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

12. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

13. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

14. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: Mike Errante, Director of Public Works

168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: Pagenkopp Company, Inc

124 Mountain Road

Big Pine, CA 93513

15. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

16. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. **TERMINATION.** This Contract may be terminated for the reasons stated below:

a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract; or

b. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. **TIME IS OF THE ESSENCE.** Time is of the essence for every provision.

19. **SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

20. **CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

21. **ATTACHMENTS.** All attachments referred to are incorporated herein and made a part of this Contract.

22. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

23. **ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are

superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

COUNTY OF INYO

By: 

Name: Jennifer Roeser

Title: Chairperson

Dated: 11 /07/2023

CONTRACTOR

Pagenkopp Company, Inc.

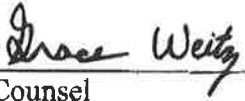
By: 

Name: David A. Pagenkopp

Title: Owner

Dated: 11 /07/2023

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Pagenkopp Company, Inc.**

FOR THE JAIL ADMINISTRATION REMODEL **PROJECT**

INSURANCE PROVISIONS

**Attachment C: 2023 Insurance Requirements for Most Contracts
Including Light Construction not covered under Civil Code 2783 or 2782.5**

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 by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
3. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, 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, CG 20 26, CG 20 33, or CG 20 38; **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 and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the

**Attachment C: 2023 Insurance Requirements for Most Contracts
Including Light Construction not covered under Civil Code 2783 or 2782.5**

Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and

**Attachment C: 2023 Insurance Requirements for Most Contracts
Including Light Construction not covered under Civil Code 2783 or 2782.5**

Endorsements pages are to be received and approved by Inyo County 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. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO**

and

PAGENKOPP COMPANY INC., **CONTRACTOR**

for the

JAIL ADMINISTRATION REMODEL

PROJECT

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, 11/11, 2023, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Pagenkopp Company Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of JAIL ADMINISTRATION REMODEL **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. **SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: JAIL ADMINISTRATION REMODEL **PROJECT**

2. **TIME OF COMPLETION.** Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. **PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: Two hundred fifteen thousand, eight hundred ninety-eight 98/100 dollars (\$215,898.99), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. **ALL PROVISIONS SET FORTH HEREIN.** CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):

- ☒ The Bid Proposal Form
- ☒ The Bid Bond
- ☒ The Faithful Performance Bond

JAIL ADMINISTRATION REMODEL Project

Construction Contract - No. 147

Page 1 of 6

110822

BID PROPOSAL FORM

TO: COUNTY OF INYO
Attn.: Inyo County Clerk of Board of Supervisors
224 North Edwards Street, P.O. Box N
Independence, California 93526
(Herein called the "County")

FROM: Pagenkopp Company Inc
Big Pine, CA

(Herein called "Bidder")

FOR: JAIL ADMINISTRATION REMODEL PROJECT
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. **BID DEADLINE.** Bids must be received no later than 3:30 P.M. on November 1st, 2023 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

2. PROJECT BID AMOUNT:

Item	Quantity	Unit	Unit Price	Total
Mobilization	1	LS		
Demolition	1	LS		
Repair Exterior Framing	1	LS		
Construct 9 ft walls	60	LF	See	
Relocate Electrical	1	LS	Addendum.	
R 21 Insulation Exterior Walls	500	SF		
Drywall Hang, Tape, and Texture	1	LS		
Prime and Paint (interior walls)	1	LS		
Supply and Install 3'x7'SC Doors	2	EA		
Commercial Carpet	4600	SF		
Cove Base	1800	LF		
Exterior Wall Coating	1	LS		
Fabricate and Install parapet cap	1000	LF		
Replace door bottoms, door sweeps, and thresholds	2	EA		
Bid Total In Numbers	\$			
Bid Total In Words				

BID PROPOSAL FORM
Updated October 25th, 2023 by Addendum #1

TO: COUNTY OF INYO
Attn.: Inyo County Clerk of Board of Supervisors
224 North Edwards Street, P.O. Box N
Independence, California 93526
(Herein called the "County")

FROM: Pagenkopp Company Inc.
Big Pine, CA 93513

(Herein called "Bidder")

FOR: **JAIL ADMINISTRATION REMODEL PROJECT**
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on **November 1st, 2023** by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

2. PROJECT BID AMOUNT:

Item	Quantity	Unit	Unit Price	Total
Mobilization -travel, bond	1	LS		17,642
Demolition	1	LS		1293.75
Repair Exterior Framing	1	LS		2834.75
Construct 9 ft walls	30	LF		3011.85
Relocate Electrical (by Change Order)	N/A	N/A	N/A	N/A
R 21 Insulation Exterior Walls	500	SF		1236.25
Drywall Hang, Tape, and Texture	1	LS		30,245.50
Prime and Paint (interior walls)	1	LS		36,062.25
Paint all existing doors and frames	1	LS		14,662.33
Install 3'x7'SC Door, Supply 1) door frame	1	EA		1,552.00
Commercial Carpet squares 2'x2'	4500	SF		54,900
Cove Base	1800	LF		2,775.90
Exterior Wall Coating	1	LS		31,421.56
Fabricate and Install parapet cap	1000	LF		11,212.50
Fabricate and Install eyebrows over doors	2	EA		339.25
Replace door bottoms, door sweeps, and thresholds	2	EA		1016.60

BID PROPOSAL FORM
Updated October 25th, 2023 by Addendum #1

Furnish and install solid surface countertops (black color)	50	SF		5692.50
Bid Total In Numbers	\$ 215,898.99			
Bid Total In Words	Two hundred fifteen thousand, eight hundred ninety-eight and ninety-nine cents			



This bid was received on
November 1, 20 23 @ 3:15 pm
Attest: Nathan Greenberg,
Administrative Officer and Clerk of
the Board, Inyo County, CA.

By: [Signature], Assistant

DATE: January 24, 2023	AGENT CODE: 04 29671
TO: Advantage Business Insurance Services 27132 paseo Espada, Ste. 424 San Juan Capistrano, CA 92675	
Fax: 714-617-1732	
ATTENTION:	NUMBER OF PAGES: 1
FROM: Taylor Bren, Underwriting Specialist	
RE: File #20536970X - Theresa Pagenkopp dba Pagenkopp Company \$0.00 - Underwriting File 500K Single / 500K Aggregate Company Code: 601 - Western Surety Company	

We received the information you submitted electronically. Thank you for thinking of CNA Surety.

Based on the information submitted, we are pleased to approve the account for our FAST-Track program. We will support single jobs to \$500,000, and a bonded aggregate of \$500,000. This line is subject to acceptable credit, contracts and bond forms. For final requests that require a Performance and Payment bond, we will charge a flat rate of \$30 per \$1,000.

Thank you for placing this business with CNA Surety. If you have any questions, please contact our office.

Consider making your payment through CNA Surety ePay. Pay for your bond/policy premium online using your own credit/debit card or ACH at your convenience 24 hours a day. Simply go to: onlinepay.cnasurety.com and follow the easy-to-use prompts. You can pay your bill in minutes, saving you time and money.

IMPORTANT NOTICE

The information contained in this communication may contain confidential and/or privileged information and is intended for the sole use of the intended recipient. If you are not the intended recipient, you are hereby notified that any unauthorized use, disclosure, distribution or copying of this communication is strictly prohibited and that you will be held responsible for any such unauthorized activity, including liability for any resulting damages. As appropriate, such incident(s) may also be reported to law enforcement. If you received this communication in error, please reply to the sender and destroy or delete this communication including any attachments. Thank you.

Please see Special Provisions Section for details on what this lump sum must include. No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

5. ACCEPTANCE. County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. ADDENDA. The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

Addendum #1 10-25-23

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

8. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business:

Bidder's Name: Pagenkopp Company Inc

Address: 124 Mountain Rd

Big Pine

Zip Code 93513

(The above address will be used to send notices or requests for additional information.)

Telephone: (760) 920-8889

Federal Identification No.: _____

Contractor's License No.: 941857 State: CA

Classification: B Expiration Date: 1-31-24

Type of Business (check one):

Individual (), Partnership (), Joint Venture ()

Corporation (x), Other (Specify): _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors;

if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

9. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) ☐ Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) ☒ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) ☐ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked "Cash Proposal Guarantee."

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

10. BID PROTEST. In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline

will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Nate Greenberg, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

11. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)

- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.


(Signature of Authorized Person)

11/1/2023

(Date)

Darrin Pagenkopp
(Printed Name)

Owner

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT

JAIL ADMINISTRATION REMODEL PROJECT

**BID BOND
(BID PROPOSAL GUARANTEE)**

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we, see attached

_____ as Principal, and
(Name of Bidder)

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of _____ Dollars (\$ _____) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **JAIL ADMINISTRATION REMODEL PROJECT**, in compliance with the Contract therefor:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Materials Payment Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this Bond.

WITNESS our hands and seals this _____ day of _____, 20 ____ A.D.

Principal

(SEAL)

By: _____

(Title of Authorized Person)

(Address for Notices to be sent)

Surety

(SEAL)

By: _____

(Title of Authorized Person)

(Address for Notices to be sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo (Attn.: Public Works Director)
224 North Edwards Street, P.O. Box N
Independence, California 93526**

JAIL ADMINISTRATION REMODEL PROJECT

**CASHIER'S OR CERTIFIED CHECK
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[]

ATTACH CHECK HERE

[]

Bidder (print name): Darrin Pagenkopp

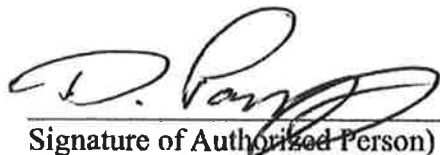
JAIL ADMINISTRATION REMODEL PROJECT

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER
	CARPET	28	CA Lic # 229210	556 Dunn Circle Sparks, NV


Signature of Authorized Person

owner.
(Title)

DARIN PAGENKOPP
(Printed Name)

11/1/23
(Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY
(Government Code Section 12900 et seq., Sections 11135-11139.7)**

JAIL ADMINISTRATION REMODEL PROJECT

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance on the basis of religion, color, ethnic group identification, sex, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), and the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.7).

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

DARRIN PAGENKOPP OWNER
(Name and Title of Signer)

[Signature]
Signature

11/1/23
Date

Company Name

Pagenkopp Company

Business Address

124 Mountain Rd.
Big Pine, CA 93513.

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)

JAIL ADMINISTRATION REMODEL PROJECT

I am aware of the provisions of Section 3700 and following of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Darrin Pagenkopp Owner
(Name and Title of Signer)

D. Pagenkopp
Signature

11/1/23
Date

Company Name Pagenkopp Company
Business Address 124 Mountain Rd, Big Pine

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

With

CA Department of Industrial Relations (DIR)
(CA LABOR CODE SECTION 1725.5)

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.

D. Panto
Signed Name

11/1/23.
Date

Darrin Pagenkoff
Printed Name

PW-LR-10000964659.
CA DIR Registration No.

NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

(Code of Civil Procedure Section 2015.5)

JAIL ADMINISTRATION REMODEL PROJECT

The undersigned declares:

I am the Owner of Pagenkopp Company, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

11/1/23, at Big Pine, CA
(Date) (City) (State)

DARRIN PAGENKOPP
(Name and Title of Signer)

[Signature] 11/1/23
Signature Date

Company Name Pagenkopp Co Inc.
Business Address 124 Mountain Rd
Big Pine

JAIL ADMINISTRATION REMODEL PROJECT

Bid Proposal Forms

Page 14

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

JAIL ADMINISTRATION REMODEL PROJECT

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation:

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

JAIL ADMINISTRATION REMODEL PROJECT

In accordance with **Public Contract Code Section 10232**, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

By Bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

DARRIN PAGENKOPP - Owner
(Name and Title of Signer)

D. Pagenkopp
Signature

11/1/23
Date

Company Name

Pagenkopp Co Inc.

Business Address

127 Mountain Rd.
Big Pine, CA

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO. 1258**

JAIL ADMINISTRATION REMODEL PROJECT

Local Business Preference (Inyo County Ordinance No. 1258 is by reference only. Please contact Inyo County Public Works for further information.

SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM

Department: Inyo County Public Works Department

LOCATION: Independence, CA

PROJECT DESCRIPTION: JAIL ADMINISTRATION REMODEL PROJECT

TOTAL CONTRACT AMOUNT: \$ 215,898.99

BID OPENING DATE: November 1st, 2023

2023

2023
Pagenkopp Company Inc.

BIDDER'S COMPANY

NAME:				
BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened)	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE
	JAIL REMODEL		Pagenkopp Company	160,998.99
For Inyo County to Complete: Project Number: <u>ZP-23-028</u> Financing Type: _____ Contract Award Date: _____ Checked by: _____			Total Claimed Participation	<u>\$160,998.99</u> <u>72</u> %
Print Name	Signature	Date	<u>D. Pagenkopp</u> Signature of Bidder <u>11/1/23</u> <u>(760) 920-8889</u> Date (Area Code) Tel. No. <u>DARRIN PAGENKOPP</u> Person to Contact (Please Type or Print)	

Small Business Enterprise (Rev 5/10)

INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS)
(05/10)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

IMPORTANT: Identify all SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the SBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

ADDENDUM NO. 1
TO THE SPECIFICATIONS FOR
Jail Administration Remodel Project

October 25th, 2023

This addendum is being issued to notify bidders that the following changes have been made to the Project bid documents:

1. Demolition

- a. Stub wall in Assistant Sheriff's Room will still be removed.
- b. Delete proposed 2 ½" pony wall on top of countertop at Records and demo cabinet and countertop below. This area will get a 3 ½" steel stud wall with drywall.
- c. Surface communications conduit in Multi-Purpose Room will be demo'd after IT removes the cabling.

2. Framing

- a. Wall and door addition off Hallway 2 in Public Information Officers Room have been omitted.
- b. Add full height (9') 3 5/8" light gauge wall to area where cabinet will now be demo'd in Records.
- c. Wire brush and prime exterior metal studs where there is visible rust.
- d. Caulk daylight at bottom of expansion joint at prior to insulating exterior walls.
- e. Proposed wall between Filing Room and Assistant Sheriff's Office has been removed from scope.

3. Doors, Frames, and Hardware

- a. All new doors and hardware have been removed from scope.
- b. Only one new knock-down frame is required to pair with the repurposed door from the Records Room being reinstalled between the Sheriff's Office and the Assistant Sheriff's Office.
- c. Existing door removed in between Civil Officer and Records will be reinstalled between Sheriff's and Assistant Sheriff's Office in a new Timely (or equal) frame

4. Electrical

- a. All electrical work will be by Change Order
- b. The ceiling light fixture between the Filing Room and the Assistant Sheriff's Office will not need to be rotated or changed out to 2'x2' light fixtures because the proposed wall adjacent has been omitted.

5. **Painting**

- a. Paint/Repaint all doors and frames located within the project area on the plan sheet
- b. Paint mail organizer in Records Office black.

6. **Architectural Sheet Metal**

- a. Add Sheet Metal Eyebrow over two exterior doors using the same Kynar 500 metal used for the parapet cap.

7. **Miscellaneous**

- a. Add plastic corner protectors at 8) interior locations
- b. Add FRP 4' high across two 3' legs of the Janitor's Mop Sink in Storage Room.

8. **Countertops**

- a. Replace all plastic laminate countertops in Break Room and the Mail Room with black solid surface countertops.

9. **Flooring**

- a. Omit carpet for Storage Room where mop sink is located. Sealed concrete to remain

Receipt of this addendum should be acknowledged by referencing Addendum #1 and the date of receipt of Addendum #1 on the Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the specifications for the **Jail Administration Remodel Project** and form a part of the bid documents. It is requested that Contractors that may have been given plans or specifications for this project be advised of these contract revisions.

Inyo County
Department of Public Works

Greg Waters
Senior Civil Engineer

Date: October 25th, 2023

INYO COUNTY CONTRACT CHANGE ORDER FORM

PROJECT: Jail Administration Remodel Project

CHANGE ORDER NO. 1

OWNER: Public Works

DATE: December 19th, 2023

CONTRACTOR: Pagenkopp Company, Inc.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

DESCRIPTION	TIME EXTENSION	AMOUNT
-------------	----------------	--------

Increase the contract amount by \$19,281.00 (Nineteen Thousand, Two Hundred Eighty-one Dollars and No Cents)

Original Contract Amount.....	<u>\$215,898.99</u>
Amount for previous Change Orders	<u>\$0</u>
Contract amount prior to this Change Order	<u>\$215,898.99</u>
Amount of this Change Order	<u>\$19,281.00</u>
NEW CONTRACT AMOUNT including this Change Order	<u>\$235,179.99</u>

DATE OF TIME FOR COMPLETION AS OF THIS CHANGE ORDER:

ACCEPTED BY:

CONTRACTOR:



DATE: 12/19/2023

OWNER:



DATE: 12-19-23

Shannon Platt, Deputy Director of Public Works

Pagenkopp Company Inc.
Construction and Resort Specialists
Big Pine, CA 93513
760-920-8889(office)
714-280-6377(cell)
Lic#941857
DIR #PW-LR-10000964659
Inyo County

11/21/2023

Change Order #001

JAIL REMODEL

Electrical

Rewire eight (8) 3-way switches

Rewire six (6) 20-amp receptacles

Install four (4) new switches

Install four (4) 20-amp receptacles

Re-locate one (1) 2x4 ceiling fixture

Remove and replace drywall to access receptacles

Drywall patch backs, tape, and texture from electrical work

Remove Concrete Mop Sink, repair concrete, and install new 3 ¼" floor clean-out

Weld, flash, and waterproof extensive damage to exterior walls not included in original scope (not visible)

Demo, frame, drywall, texture additional reception area (left and right side of old opening)

Provide 4 surface mount LED lights for three storage rooms

Provide three 2' x 2' troffer lights located in intake room

Provide 2 new vanities with black vanity tops, undermount white sink, and new chrome faucet, waste line

Provide new black countertops under reception window

Provide new white undermount sink and faucet with waste line

Re-locate two (2) fire sprinkler heads, drain and repressurize system

Total of change order _____ \$19,281.00

All material is guaranteed to be as specified, and the work to be performed in accordance with information provided

Respectfully Submitted: Pagenkopp Company, Inc. SIGNATURE Darrin S. Pagenkopp

ACCEPTANCE OF CHANGE ORDER _____

The above process, specifications and conditions are satisfactory and hereby accepted. Pagenkopp Company, Inc. is authorized to do the work as specified. Change Order payment due as items are completed.

Please sign and return this to our office, or scan and email

DATE _____ SIGNATURE _____

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

Pagenkopp Company, Inc., **CONTRACTOR**

for the

JAIL ADMINISTRATION REMODEL

PROJECT

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, November 7, 2023, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Pagenkopp Company, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of JAIL ADMINISTRATION REMODEL **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

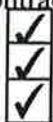
1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: JAIL ADMINISTRATION REMODEL **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of:
Two Hundred Fifteen Thousand Eight Hundred Ninety Eight and 99/100 dollars (\$ 215,898.99), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):



The Bid Proposal Form
The Bid Bond
The Faithful Performance Bond

- ☒ The Labor and Materials Payment Bond
- ☒ Insurance Specifications
- ☒ All documents as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020
- ☒ The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- ☒ The Special Provisions concerning this Project including the Appendices and the Plans
- ☐ Scope of Work Attachment [negotiated contracts only]
- ☒ Any and all amendments or changes to any of the above-listed documents including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

All Contract Documents are attached hereto.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

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

9. **POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. **COMPLIANCE WITH ALL LAWS.**

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

- i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and
- ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

- i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

11. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

12. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

13. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

14. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: Mike Errante, Director of Public Works

168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: Pagenkopp Company, Inc

124 Mountain Road

Big Pine, CA 93513

15. AMENDMENTS. This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

16. WAIVER. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. TERMINATION. This Contract may be terminated for the reasons stated below:

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract; or
- b. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

19. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

20. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

21. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

22. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

23. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are

superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

COUNTY OF INYO

By: _____

Name: Jennifer Roeser

Title: Chairperson

Dated: 11 /07/2023

CONTRACTOR

Pagenkopp Company, Inc.

By: _____

Name: David S. Pagenkopp

Title: Owner

Dated: 11 /07/2023

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg
County Risk Manager

JAIL ADMINISTRATION REMODEL

Project

Construction Contract - No. 147

Page 6 of 6

110822

INYO COUNTY CONTRACT CHANGE ORDER FORM

PROJECT: Jail Administration Remodel Project

CHANGE ORDER NO. 2

OWNER: Public Works

DATE: January 16th, 2024

CONTRACTOR: Pagenkopp Company, Inc.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

DESCRIPTION	TIME EXTENSION	AMOUNT
-------------	----------------	--------

Increase the contract amount by \$68,951.90 (Sixty-Eight Thousand, Nine Hundred Fifty-One Dollars and Ninety Cents)

Original Contract Amount.....		<u>\$215,898.99</u>
Amount for previous Change Orders		<u>\$19,281.00</u>
Contract amount prior to this Change Order		<u>\$235,179.99</u>
Amount of this Change Order		<u>\$68,951.90</u>
NEW CONTRACT AMOUNT including this Change Order		<u>\$304,131.89</u>

DATE OF TIME FOR COMPLETION AS OF THIS CHANGE ORDER:

ACCEPTED BY:

CONTRACTOR: Darrin Pagenkopp DATE: 1/16/2024

OWNER: Michael Errante DATE: 1/16/2024
Michael Errante, Director of Public Works

Pagenkopp Company Inc.
Construction and Resort Specialists
Big Pine, CA 93513
760-920-8889(office)
714-280-6377(cell)
Lic#941857
DIR #PW-LR-10000964659
Inyo County

Inyo County Public Works
12/18/2023

Change Order Request #2

JAIL ADMINISTRATION REMODEL PROJECT

1.Carpet Tile style upgrade as per Sheriff's request-	\$4,871.40
2.Add 80 sq. ft of Carpet squares and additional black base cove in Storage room	\$1,675.50
3. Install 13 Window blinds provided by customer	\$812.50
4. Complete floor prep- grinding, scraping sanding & disposal of the old adhesive.	\$ 3555.00
5. New upgraded 24 g. parapet cap, parapet repair, flat stock, fasteners, paint, adhesive, labor, lift rental- \$69,250(less original bid 11,212.50) new price with changes-	\$58,037.50

Total of Change Order Request #2 _____ **\$68,951.90**

All material is guaranteed to be as specified, and the work to be performed in accordance with information provided

Respectfully Submitted: Pagenkopp Company, Inc. SIGNATURE Darrin S. Pagenkopp

INYO COUNTY CONTRACT CHANGE ORDER FORM

PROJECT: Jail Administration Remodel Project

CHANGE ORDER NO. 3

OWNER: Public Works

DATE: May 15th, 2024

CONTRACTOR: Pagenkopp Company, Inc.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

Option 1: Upgrade the elastomeric coating for the original area (4600 SF) on the exterior of the building to VandlGuard \$3,543.00

Option 2: Prepare and paint the exterior of all remaining EFIS areas (15,800 SF) with VandlGuard \$87,550.00

DESCRIPTION	TIME EXTENSION	AMOUNT
-------------	----------------	--------

Increase the contract amount by \$91,093.00 (Ninety-One Thousand, Ninety-Three Dollars and No Cents)


Original Contract Amount.....	\$215,898.99
Amount for previous Change Orders	\$88,232.90
Contract amount prior to this Change Order	\$304,131.89
Amount of this Change Order	\$91,093.00
NEW CONTRACT AMOUNT including this Change Order	\$395,224.89

DATE OF TIME FOR COMPLETION AS OF THIS CHANGE ORDER:

ACCEPTED BY:

CONTRACTOR: 
Darin Pagenkopp (May 16, 2024 10:35 PDT)

DATE: May 16, 2024

OWNER: 
Michael Errante (Jun 4, 2024 14:29 PDT)
Michael Errante, Director of Public Works

DATE: Jun 4, 2024

Pagenkopp Company Inc.
Construction and Resort Specialists
Big Pine, CA 93513
760-920-8889(office)
714-280-6377(cell)
Lic#941857
DIR #PW-LR-10000964659
Inyo County

5/2/2024

Change Order #003
JAIL REMODEL
Additional Exterior Paint / Paint Upgrade

Original Bid-4,600 sq ft

Pressure Wash predetermined area
Surface prep and caulk as necessary
Paint predetermined section with Dunn Edwards Elastomeric Exterior Wall Coating
Mask off 6 windows
Paint 2 doors(Black)
Scaffolding, lifts, and extensions as needed
-----\$31,421.56
Paint Upgrade to VandlGuard (change order) -----\$3,543.00
New Total-----\$34,964.56

New Proposal-Additional 15,800 sq ft

Paint an additional 15,800 sq ft (spray and back roll)
Pressure wash entire building
Surface Prep and Caulk as necessary with Zip liquid flashing
Mask off 19 windows and accessory structures
Use upgraded VandlGuard Silicone Elastomeric Paint
Prime and Paint 15 doors (Black)
Prime and Paint 19 window frames
Scaffolding, lifts, and extensions as needed
Total of New Work-----\$87,550.00
Grand Total Change Order 3 \$91,093.00

All material is guaranteed to be as specified, and the work to be performed in accordance with information provided

Respectfully Submitted: Pagenkopp Company, Inc. SIGNATURE Darrin S. Pagenkopp

ACCEPTANCE OF CHANGE ORDER _____

The above process, specifications and conditions are satisfactory and hereby accepted. Pagenkopp Company, Inc. is authorized to do the work as specified. Change Order payment due as items are completed. Please sign and return this to our office, or scan and email

SIGNATURE _____

SIGNATURE _____

INYO COUNTY CONTRACT CHANGE ORDER FORM

PROJECT: Jail Administration Remodel Project

CHANGE ORDER NO. 4

OWNER: Public Works

DATE: September 16, 2024

CONTRACTOR: Pagenkopp Company, Inc.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

1. Provide an additional 200 gallons of paint materials as required due to the porous nature of the substrate. \$24,800
2. Extended equipment rental for the personnel lift required to apply the additional paint materials. \$2,560
3. Labor required to apply extra coats of paint materials to overcome the porous nature of the surface. \$6,895
4. Paint exterior doors green No Charge
5. Install cabinets with black granite top in the Administration Building Front Office \$1,725
6. Install new shelving units in the Administration Building. \$4,175

DESCRIPTION	TIME EXTENSION	AMOUNT
-------------	----------------	--------

Increase the contract amount by \$40,155.00 (Forty Thousand Dollars and No Cents)

Original Contract Amount.....	\$215,898.99
Amount for previous Change Orders	\$179,325.90
Contract amount prior to this Change Order	\$395,224.89
Amount of this Change Order	\$40,155.00
NEW CONTRACT AMOUNT including this Change Order	\$435,379.89

DATE OF TIME FOR COMPLETION AS OF THIS CHANGE ORDER:

ACCEPTED BY:

CONTRACTOR: 

DATE: Sep 18, 2024

OWNER: _____
Michael Errante, Director of Public Works

DATE: _____

Pagenkopp Company Inc.
Construction and Resort Specialists
Big Pine, CA 93513
760-920-8889(office)
714-280-6377(cell)
Lic#941857
DIR #PW-LR-10000964659
Inyo County

8/19/2024

Change Order #004
JAIL REMODEL
Additional Exterior Paint

Purchase an additional 200 gallons of exterior VandlGuard Silicone elastomeric paint.
Extended Equipment rental

Additional Paint (200 gal)-----	\$24,800
Extended equipment rental-----	\$2,560
Application of one/two additional coat of paint as needed based on porosity of aged, heat, or water damaged areas-----	\$6,895.00
Paint Indicated exterior Doors Green to match roof and parapet-----	N/C
Install cabinets with black granite top in administration building front office.---	\$1,725
Install new shelving units in admin building-----	\$4,175

Change Order 4 Total-----\$40,155

All material is guaranteed to be as specified, and the work to be performed in accordance with information provided

Respectfully Submitted: Pagenkopp Company, Inc. SIGNATURE Darrin S. Pagenkopp

ACCEPTANCE OF CHANGE ORDER _____

The above process, specifications and conditions are satisfactory and hereby accepted. Pagenkopp Company, Inc. is authorized to do the work as specified. Change Order payment due as items are completed. Please sign and return this to our office, or scan and email

SIGNATURE _____

SIGNATURE _____



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 15, 2024

Reference ID:
2024-753

Contract with California Department of Public Health for Tobacco Control Program

Health & Human Services - Health/Prevention

ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health Anna Scott, Health & Human Services Director & Prevention

ITEM PRESENTED BY

RECOMMENDED ACTION:

Ratify and approve the agreement between the County of Inyo and the California Department of Public Health of the State of California for the provision of operation of the local Tobacco Control Program in an amount not to exceed \$300,000 for the period of July 1, 2024 through June 30, 2025, and authorize the Health & Human Services Director or appointed designee to sign the Allocation Agreement CTCP-21-14 and quarterly Prospective Payment Invoices.

BACKGROUND / SUMMARY / JUSTIFICATION:

This contract comes to your Board for ratification as it was received by the Department from the State after the beginning of the fiscal year.

This contract includes activities to support adult and youth coalitions, a retail objective that focuses on limiting tobacco-promoting influences and includes a required legislated policy (for example, establishing a minimum package or volume size for tobacco products), and a second policy objective focused on reducing exposure to secondhand smoke (for example, a policy that restricts smoking in entryways). The details of these required policy changes will be developed and will return to this board for future consideration.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department of Public Health)	Budget Unit	505117, 505118, 640317
Budgeted?	Yes	Object Code	4998
Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

This funding is only provided to Local Health Departments.

Current Fiscal Year Impact

Up to \$300,000 for the period between 07/01/2024 and 06/30/2025. These monies are required to be put into interest-bearing trusts and then moved into the Tobacco budget (640317) to cover expenses.

Future Fiscal Year Impacts

It is projected we will receive this funding ongoing.

Additional Information**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to ratify and approve this agreement, which would disallow Inyo County from accepting the funds for FY 24/25 and would make Inyo County noncompliant with Tobacco Control program requirements. This is not recommended, as if Inyo County is deemed noncompliant by California Department of Public Health, the State will fund another agency to administer the mandated Tobacco Control program in Inyo County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Superintendent of Schools and individual school districts, Inyo County Wellness Center, Toiyabe Indian Health Project, Owens Valley Career Development Center, Tribal Courts, Juvenile Probation, and Mono County Public Health.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Stephanie Rubio	Created/Initiated - 9/26/2024
Darcy Ellis	Approved - 9/27/2024
Stephanie Rubio	Approved - 9/27/2024
Stephanie Tanksley	Approved - 10/2/2024
Melissa Best-Baker	Approved - 10/2/2024
Anna Scott	Approved - 10/2/2024
Keri Oney	Approved - 10/8/2024
John Vallejo	Approved - 10/8/2024
Amy Shepherd	Approved - 10/8/2024
Anna Scott	Approved - 10/9/2024
Nate Greenberg	Final Approval - 10/10/2024

ATTACHMENTS:

1. Acceptance of Allocation Agreement
2. Prospective Payment Invoices

August 29, 2024

TO: LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS
TOBACCO CONTROL EDUCATION PROGRAMS

FROM: CONTRACTS AND BUSINESS OPERATIONS SECTION
CALIFORNIA TOBACCO PREVENTION PROGRAM (CTPP)

SUBJECT: PROGRAM LETTER 24-02
LLA ALLOCATION AGREEMENT FOR PROPOSITION 99 AND
PROPOSITION 56 FUNDS
FUNDING PERIOD: JULY 1, 2024 – JUNE 30, 2025

Purpose Release the Acceptance of Allocation Agreement for
Fiscal Year 2024-2025

Effective Date Immediately

Inclusions

1. Acceptance of Allocation Agreement for Fiscal Year 2024-2025
Funding Period: July 1, 2024 through June 30, 2025
2. Revised Appendix 2, California Tobacco Control Program, Local
Lead Agency Allocation Table for Proposition 99 and
Proposition 56 Funds, FY 2021/22 (01/22-06/22) – FY2026/27
(Dated 8/13/2024) released in the 2022-2027 LLA
Comprehensive Tobacco Control Guidelines Addendum 2.

Required Action

1. Please print, sign, and date the Acceptance of Allocation
Agreement for Fiscal Year 2024-2025. The signature on the
Acceptance of Allocation Agreement must match the official
Agency Signatory identified in CTPP's Online Tobacco
Information System (OTIS).
2. Return the Acceptance of Allocation Agreement for Fiscal Year
2024-2025, bearing an original signature, to your assigned CTPP
Procurement Manager (PM) electronically in a reply to the OTIS
Communication Log Message titled "Local Lead Agency (LLA)
FY 2024-2025 Acceptance of Allocation Agreement and 1st and

2nd Quarter Prospective Invoices (PPIs) for Proposition 56 and Proposition 99."

Why The Agreement is Needed

Signing the Acceptance of Allocation Agreement serves as acceptance of the allocation for Fiscal Year (FY) 2024-2025 and acknowledges the conditions attached to the funds. The California Department of Public Health (CDPH) does not require a Board of Supervisors Resolution for allocation agreements.

Please be advised, Prospective Payment Invoices (PPIs) cannot be processed for payment until CTPP receives the Acceptance of Allocation Agreement for FY 2024-2025 from your city/county/agency bearing the original signature of the official Agency Signatory identified in OTIS.

Budget Information

The amount of Proposition 99 and Proposition 56 funds identified on the Acceptance of Allocation Agreement for FY 2024-2025 is based on the LLA Allocation Table listed on Revised Appendix 2 (Dated 8/13/2023) for the FY 2022-2027 plan period.

Additional Information

During the plan period, LLA Project Directors will receive feedback from CTPP's:

Procurement Managers (PMs) who analyze the cost reports and spending patterns.

Program Consultants (PCs) who monitor the progress reports and associated percent deliverables to ensure adequate progress is being made toward completion of the Comprehensive Tobacco Control Plan for FY 2022-2027.

If it appears LLAs are not spending the allocations according to the budget/budget justification in a timely manner and/or are not making sufficient progress on plan activities, CTPP may withhold future PPIs.

Unspent balances must be returned to the CDPH/CTPP when the 2022-2027 Local Lead Agency Comprehensive Tobacco Control Plan ends on June 30, 2027 and are due 60 days after receiving the plan's closeout letter.

Per the 2022-2025 Local Lead Agency Allocation Agreement Terms and Conditions, Exhibit B, paragraph 7.A., Trust Account and Expenditure Provisions; the LLA annual allocations from Prop 99 and Prop 56 shall be deposited into separate interest-bearing, insured trust accounts in accordance with the LLA Administrative and Policy Manual.

**Contact Person
For Further
Information**

Your assigned CTPP PM.

**ACCEPTANCE OF ALLOCATION AGREEMENT
For
FISCAL YEAR 2024-2025**

County of Inyo

Agreement Number: CTCP-21-14

Agreement Amount: \$300,000.00

Proposition 56: \$150,000.00

Proposition 99: \$150,000.00

FUNDING PERIOD: JULY 1, 2024 THROUGH JUNE 30, 2025

I certify this Tobacco Control Program will comply with all applicable policies, procedures, and legal requirements as described in the Comprehensive Tobacco Control Plan Guidelines including: the Allocation Agreement Terms; Local Lead Agency Administrative and Policy Manual; and, any statutes, program letters, and other conditions stipulated by the California Tobacco Prevention Program.

Authorized Signature

Date

Printed Name and Title

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27**

FY 21/22 (January – June 2022)

LLA	Agreement	FY 21/22 Prop 99 Jan-Jun '22 @BA Jul 2021	FY 21/22 Prop 56 Jan-Jun '22 @ BA Jul 2021	FY 21/22 TOTAL P99+P56 Jan-Jun '22 @ BA Jul 2021
Alameda	CTCP-21-01	\$75,000	\$482,213	\$557,213
Berkeley	CTCP-21-01A	\$75,000	\$75,000	\$150,000
Alpine	CTCP-21-02	\$75,000	\$75,000	\$150,000
Amador	CTCP-21-03	\$75,000	\$75,000	\$150,000
Butte	CTCP-21-04	\$75,000	\$89,639	\$164,639
Calaveras	CTCP-21-05	\$75,000	\$75,000	\$150,000
Colusa	CTCP-21-06	\$75,000	\$75,000	\$150,000
Contra Costa	CTCP-21-07	\$75,000	\$211,855	\$286,855
Del Norte	CTCP-21-08	\$75,000	\$75,000	\$150,000
El Dorado	CTCP-21-09	\$75,000	\$75,000	\$150,000
Fresno	CTCP-21-10	\$75,000	\$315,515	\$390,515
Glenn	CTCP-21-11	\$75,000	\$75,000	\$150,000
Humboldt	CTCP-21-12	\$75,000	\$75,000	\$150,000
Imperial	CTCP-21-13	\$75,000	\$75,000	\$150,000
Inyo	CTCP-21-14	\$75,000	\$75,000	\$150,000
Kern	CTCP-21-15	\$75,000	\$200,706	\$275,706
Kings (CHC)	CTCP-21-16	\$75,000	\$75,000	\$150,000
Lake	CTCP-21-17	\$75,000	\$75,000	\$150,000
Lassen	CTCP-21-18	\$75,000	\$75,000	\$150,000
Los Angeles	CTCP-21-19	\$75,000	\$4,818,243	\$4,893,243
Pasadena	CTCP-21-19B	\$75,000	\$78,655	\$153,655
Long Beach	CTCP-21-19A	\$75,000	\$249,768	\$324,768
Madera	CTCP-21-20	\$75,000	\$75,000	\$150,000
Marin	CTCP-21-21	\$75,000	\$117,641	\$192,641
Mariposa	CTCP-21-22	\$75,000	\$75,000	\$150,000
Mendocino	CTCP-21-23	\$75,000	\$75,000	\$150,000
Merced	CTCP 21-24	\$75,000	\$85,109	\$160,109
Modoc	CTCP-21-25	\$75,000	\$75,000	\$150,000
Mono	CTCP-21-26	\$75,000	\$75,000	\$150,000
Monterey	CTCP-21-27	\$75,000	\$151,995	\$226,995
Napa	CTCP-21-28	\$75,000	\$75,000	\$150,000
Nevada	CTCP-21-29	\$75,000	\$75,000	\$150,000
Orange	CTCP-21-30	\$75,000	\$603,679	\$678,679
Placer	CTCP-21-31	\$75,000	\$75,000	\$150,000
Plumas	CTCP-21-32	\$75,000	\$75,000	\$150,000
Riverside	CTCP-21-33	\$75,000	\$373,943	\$448,943
Sacramento	CTCP-21-34	\$75,000	\$386,795	\$461,795
San Benito	CTCP-21-35	\$75,000	\$75,000	\$150,000
San Bernardino (CHC)	CTCP-21-36	\$75,000	\$514,303	\$589,303
San Diego	CTCP-21-37	\$75,000	\$704,590	\$779,590
San Francisco	CTCP-21-38	\$75,000	\$633,239	\$708,239
San Joaquin	CTCP-21-39	\$75,000	\$204,583	\$279,583
San Luis Obispo	CTCP-21-40	\$75,000	\$95,119	\$170,119
San Mateo	CTCP-21-41	\$75,000	\$171,321	\$246,321
Santa Barbara	CTCP-21-42	\$75,000	\$93,027	\$168,027
Santa Clara	CTCP-21-43	\$75,000	\$616,227	\$691,227
Santa Cruz	CTCP-21-44	\$75,000	\$90,572	\$165,572
Shasta	CTCP-21-45	\$75,000	\$75,000	\$150,000
Sierra	CTCP-21-46	\$75,000	\$75,000	\$150,000
Siskiyou	CTCP-21-47	\$75,000	\$75,000	\$150,000
Solano	CTCP-21-48	\$75,000	\$162,891	\$237,891
Sonoma	CTCP-21-49	\$75,000	\$188,509	\$263,509
Stanislaus	CTCP-21-50	\$75,000	\$150,303	\$225,303
Sutter	CTCP-21-51	\$75,000	\$75,000	\$150,000
Tehama	CTCP-21-52	\$75,000	\$75,000	\$150,000
Trinity	CTCP-21-53	\$75,000	\$75,000	\$150,000
Tulare	CTCP-21-54	\$75,000	\$161,758	\$236,758
Tuolumne	CTCP-21-55	\$75,000	\$75,000	\$150,000
Ventura	CTCP-21-56	\$75,000	\$181,778	\$256,778
Yolo	CTCP-21-57	\$75,000	\$75,000	\$150,000
Yuba	CTCP-21-58	\$75,000	\$75,000	\$150,000
		\$4,575,000	\$14,608,976	\$19,183,976

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27**

FY 22/23

LLA	Agreement	FY 22/23 Total Prop 99 @BA Jul 2022	FY 22/23 Total Prop 56 @BA Jul 2022	FY 22/23 TOTAL Prop 99+56 @BA Jul 2022
Alameda	CTCP-21-01	\$150,000	\$762,134	\$912,134
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$152,390	\$302,390
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$346,798	\$496,798
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$516,485	\$666,485
Glenn	CTCP-21-11	\$150,000	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$328,547	\$478,547
Kings (CHC)	CTCP-21-16	\$150,000	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$1,343,320	\$7,866,013	\$9,209,333
Pasadena	CTCP-21-19B	\$150,000	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$408,860	\$558,860
Madera	CTCP-21-20	\$150,000	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$199,995	\$349,995
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$300,000
Merced	CTCP 21-24	\$150,000	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$248,809	\$398,809
Napa	CTCP-21-28	\$150,000	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$300,000
Orange	CTCP-21-30	\$192,754	\$988,198	\$1,180,952
Placer	CTCP-21-31	\$150,000	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$612,128	\$762,128
Sacramento	CTCP-21-34	\$150,000	\$633,168	\$783,168
San Benito	CTCP-21-35	\$150,000	\$150,000	\$300,000
San Bernardino (CHC)	CTCP-21-36	\$150,000	\$829,291	\$979,291
San Diego	CTCP-21-37	\$224,974	\$1,153,384	\$1,378,358
San Francisco	CTCP-21-38	\$202,192	\$1,036,586	\$1,238,778
San Joaquin	CTCP-21-39	\$150,000	\$334,893	\$484,893
San Luis Obispo	CTCP-21-40	\$150,000	\$155,705	\$305,705
San Mateo	CTCP-21-41	\$150,000	\$280,446	\$430,446
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$300,000
Santa Clara	CTCP-21-43	\$196,760	\$1,008,738	\$1,205,498
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$300,000
Shasta	CTCP-21-45	\$150,000	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$276,923	\$426,923
Sonoma	CTCP-21-49	\$150,000	\$320,475	\$470,475
Stanislaus	CTCP-21-50	\$150,000	\$246,040	\$396,040
Sutter	CTCP-21-51	\$150,000	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$264,791	\$414,791
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$297,563	\$447,563
Yolo	CTCP-21-57	\$150,000	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$300,000
		\$10,560,000	\$24,818,360	\$35,378,360

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27**

FY 23/24

LLA	Agreement	FY 23/24 Prop 99 @ BA Jul 2023	FY 23/24 Prop 56 (Estimate)	FY 23/24 Prop 56 Adjustment @ BA Jul 2023	FY 23/24 Prop 56 Total @ BA Jul 2023	FY 23/24 TOTAL Prop 99+56
Alameda	CTCP-21-01	\$150,000	\$584,302	\$248,112	\$832,414	\$982,414
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$150,000	\$11,694	\$161,694	\$311,694
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$279,186	\$94,333	\$373,519	\$523,519
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$0	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$415,790	\$140,491	\$556,281	\$706,281
Glenn	CTCP-21-11	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$264,492	\$89,369	\$353,861	\$503,861
Kings (CHC)	CTCP-21-16	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$150,000	\$6,303,191	\$2,180,463	\$8,483,654	\$8,633,654
Pasadena	CTCP-21-19B	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$329,148	\$111,215	\$440,363	\$590,363
Madera	CTCP-21-20	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$170,012	\$42,194	\$212,206	\$362,206
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced	CTCP-21-24	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$200,301	\$67,679	\$267,980	\$417,980
Napa	CTCP-21-28	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Orange	CTCP-21-30	\$150,000	\$795,536	\$268,803	\$1,064,339	\$1,214,339
Placer	CTCP-21-31	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$492,786	\$166,507	\$659,293	\$809,293
Sacramento	CTCP-21-34	\$150,000	\$509,724	\$172,230	\$681,954	\$831,954
San Benito	CTCP-21-35	\$150,000	\$150,000	\$0	\$150,000	\$300,000
San Bernardino (CHC)	CTCP-21-36	\$150,000	\$686,912	\$198,649	\$885,561	\$1,035,561
San Diego	CTCP-21-37	\$150,000	\$928,518	\$313,735	\$1,242,253	\$1,392,253
San Francisco	CTCP-21-38	\$150,000	\$834,491	\$281,965	\$1,116,456	\$1,266,456
San Joaquin	CTCP-21-39	\$150,000	\$269,602	\$91,095	\$360,697	\$510,697
San Luis Obispo	CTCP-21-40	\$150,000	\$150,000	\$17,702	\$167,702	\$317,702
San Mateo	CTCP-21-41	\$150,000	\$225,770	\$76,285	\$302,055	\$452,055
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$14,015	\$164,015	\$314,015
Santa Clara	CTCP-21-43	\$150,000	\$812,072	\$274,390	\$1,086,462	\$1,236,462
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$9,686	\$159,686	\$309,686
Shasta	CTCP-21-45	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$235,406	\$58,425	\$293,831	\$443,831
Sonoma	CTCP-21-49	\$150,000	\$272,429	\$67,613	\$340,042	\$490,042
Stanislaus	CTCP-21-50	\$150,000	\$198,071	\$66,926	\$264,997	\$414,997
Sutter	CTCP-21-51	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$213,167	\$72,027	\$285,194	\$435,194
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$239,550	\$80,941	\$320,491	\$470,491
Yolo	CTCP-21-57	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$0	\$150,000	\$300,000
		\$9,150,000	\$21,110,456	\$5,216,544	\$26,327,000	\$35,477,000

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27**

FY 24/25

LLA	Agreement	FY 24/25 Prop 99 @BA Jul 2024	FY 24/25 Prop 56 @BA Jul 20024	FY 24/25 TOTAL Prop 99+56
Alameda	CTCP-21-01	\$150,000	\$432,535	\$582,535
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$150,000	\$300,000
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$221,483	\$371,483
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$329,854	\$479,854
Glenn	CTCP-21-11	\$150,000	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$209,827	\$359,827
Kings (CHC)	CTCP-21-16	\$150,000	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$150,000	\$4,969,439	\$5,119,439
Pasadena	CTCP-21-19B	\$150,000	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$261,119	\$411,119
Madera	CTCP-21-20	\$150,000	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$150,000	\$300,000
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$300,000
Merced	CTCP-21-24	\$150,000	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$158,902	\$308,902
Napa	CTCP-21-28	\$150,000	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$300,000
Orange	CTCP-21-30	\$150,000	\$631,113	\$781,113
Placer	CTCP-21-31	\$150,000	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$390,936	\$540,936
Sacramento	CTCP-21-34	\$150,000	\$404,373	\$554,373
San Benito	CTCP-21-35	\$150,000	\$150,000	\$300,000
San Bernardino (CHC)	CTCP-21-36	\$150,000	\$565,401	\$715,401
San Diego	CTCP-21-37	\$150,000	\$736,610	\$886,610
San Francisco	CTCP-21-38	\$150,000	\$662,017	\$812,017
San Joaquin	CTCP-21-39	\$150,000	\$213,880	\$363,880
San Luis Obispo	CTCP-21-40	\$150,000	\$150,000	\$300,000
San Mateo	CTCP-21-41	\$150,000	\$179,107	\$329,107
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$300,000
Santa Clara	CTCP-21-43	\$150,000	\$644,231	\$794,231
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$300,000
Shasta	CTCP-21-45	\$150,000	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$200,081	\$350,081
Sonoma	CTCP-21-49	\$150,000	\$231,548	\$381,548
Stanislaus	CTCP-21-50	\$150,000	\$157,134	\$307,134
Sutter	CTCP-21-51	\$150,000	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$169,109	\$319,109
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$190,039	\$340,039
Yolo	CTCP-21-57	\$150,000	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$300,000
		\$9,150,000	\$17,958,738	\$27,108,738

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27**

FY 25/26

LLA	Agreement	FY 25/26 Prop 99 Estimate	FY 25/26 Prop 56 Estimate	FY 25/26 TOTAL Prop 99+56 Estimate
Alameda	CTCP-21-01	\$150,000	\$527,945	\$677,945
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$150,000	\$300,000
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$257,758	\$407,758
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$383,879	\$533,879
Glenn	CTCP-21-11	\$150,000	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$244,193	\$394,193
Kings (CHC)	CTCP-21-16	\$150,000	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$150,000	\$5,807,918	\$5,957,918
Pasadena	CTCP-21-19B	\$150,000	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$303,886	\$453,886
Madera	CTCP-21-20	\$150,000	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$160,523	\$310,523
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$300,000
Merced	CTCP-21-24	\$150,000	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$184,928	\$334,928
Napa	CTCP-21-28	\$150,000	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$300,000
Orange	CTCP-21-30	\$150,000	\$734,480	\$884,480
Placer	CTCP-21-31	\$150,000	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$454,965	\$604,965
Sacramento	CTCP-21-34	\$150,000	\$470,603	\$620,603
San Benito	CTCP-21-35	\$150,000	\$150,000	\$300,000
San Bernardino (CHC)	CTCP-21-36	\$150,000	\$542,791	\$692,791
San Diego	CTCP-21-37	\$150,000	\$857,255	\$1,007,255
San Francisco	CTCP-21-38	\$150,000	\$770,445	\$920,445
San Joaquin	CTCP-21-39	\$150,000	\$248,910	\$398,910
San Luis Obispo	CTCP-21-40	\$150,000	\$150,000	\$300,000
San Mateo	CTCP-21-41	\$150,000	\$208,442	\$358,442
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$300,000
Santa Clara	CTCP-21-43	\$150,000	\$749,746	\$899,746
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$300,000
Shasta	CTCP-21-45	\$150,000	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$222,268	\$372,268
Sonoma	CTCP-21-49	\$150,000	\$257,225	\$407,225
Stanislaus	CTCP-21-50	\$150,000	\$182,869	\$332,869
Sutter	CTCP-21-51	\$150,000	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$196,807	\$346,807
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$221,164	\$371,164
Yolo	CTCP-21-57	\$150,000	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$300,000
		\$9,150,000	\$19,839,000	\$28,989,000

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27**

FY 26/27

LLA	Agreement	FY 26/27 Prop 99 Estimate	FY 26/27 Prop 56 Estimate	FY 26/27 TOTAL Prop 99+56 Estimate
Alameda	CTCP-21-01	\$150,000	\$527,945	\$677,945
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$150,000	\$300,000
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$257,758	\$407,758
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$383,879	\$533,879
Glenn	CTCP-21-11	\$150,000	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$244,193	\$394,193
Kings (CHC)	CTCP-21-16	\$150,000	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$150,000	\$5,807,918	\$5,957,918
Pasadena	CTCP-21-19B	\$150,000	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$303,886	\$453,886
Madera	CTCP-21-20	\$150,000	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$160,523	\$310,523
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$300,000
Merced	CTCP-21-24	\$150,000	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$184,928	\$334,928
Napa	CTCP-21-28	\$150,000	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$300,000
Orange	CTCP-21-30	\$150,000	\$734,480	\$884,480
Placer	CTCP-21-31	\$150,000	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$454,965	\$604,965
Sacramento	CTCP-21-34	\$150,000	\$470,603	\$620,603
San Benito	CTCP-21-35	\$150,000	\$150,000	\$300,000
San Bernardino (CHC)	CTCP-21-36	\$150,000	\$542,791	\$692,791
San Diego	CTCP-21-37	\$150,000	\$857,255	\$1,007,255
San Francisco	CTCP-21-38	\$150,000	\$770,445	\$920,445
San Joaquin	CTCP-21-39	\$150,000	\$248,910	\$398,910
San Luis Obispo	CTCP-21-40	\$150,000	\$150,000	\$300,000
San Mateo	CTCP-21-41	\$150,000	\$208,442	\$358,442
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$300,000
Santa Clara	CTCP-21-43	\$150,000	\$749,746	\$899,746
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$300,000
Shasta	CTCP-21-45	\$150,000	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$222,268	\$372,268
Sonoma	CTCP-21-49	\$150,000	\$257,225	\$407,225
Stanislaus	CTCP-21-50	\$150,000	\$182,869	\$332,869
Sutter	CTCP-21-51	\$150,000	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$196,807	\$346,807
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$221,164	\$371,164
Yolo	CTCP-21-57	\$150,000	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$300,000
		\$9,150,000	\$19,839,000	\$28,989,000

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27**

TOTAL

LLA	Agreement	FY 2021/22 (1/22-6/22) - FY 26/27 PROP 99 + PROP 56 TOTALS
Alameda	CTCP-21-01	\$4,390,186
Berkeley	CTCP-21-01A	\$1,650,000
Alpine	CTCP-21-02	\$1,650,000
Amador	CTCP-21-03	\$1,650,000
Butte	CTCP-21-04	\$1,678,723
Calaveras	CTCP-21-05	\$1,650,000
Colusa	CTCP-21-06	\$1,650,000
Contra Costa	CTCP-21-07	\$2,494,171
Del Norte	CTCP-21-08	\$1,650,000
El Dorado	CTCP-21-09	\$1,650,000
Fresno	CTCP-21-10	\$3,310,893
Glenn	CTCP-21-11	\$1,650,000
Humboldt	CTCP-21-12	\$1,650,000
Imperial	CTCP-21-13	\$1,650,000
Inyo	CTCP-21-14	\$1,650,000
Kern	CTCP-21-15	\$2,406,327
Kings (CHC)	CTCP-21-16	\$1,650,000
Lake	CTCP-21-17	\$1,650,000
Lassen	CTCP-21-18	\$1,650,000
Los Angeles	CTCP-21-19	\$39,771,505
Pasadena	CTCP-21-19B	\$1,653,655
Long Beach	CTCP-21-19A	\$2,792,882
Madera	CTCP-21-20	\$1,650,000
Marin	CTCP-21-21	\$1,825,888
Mariposa	CTCP-21-22	\$1,650,000
Mendocino	CTCP-21-23	\$1,650,000
Merced	CTCP-21-24	\$1,660,109
Modoc	CTCP-21-25	\$1,650,000
Mono	CTCP-21-26	\$1,650,000
Monterey	CTCP-21-27	\$2,022,542
Napa	CTCP-21-28	\$1,650,000
Nevada	CTCP-21-29	\$1,650,000
Orange	CTCP-21-30	\$5,624,043
Placer	CTCP-21-31	\$1,650,000
Plumas	CTCP-21-32	\$1,650,000
Riverside	CTCP-21-33	\$3,771,230
Sacramento	CTCP-21-34	\$3,872,496
San Benito	CTCP-21-35	\$1,650,000
San Bernardino (CHC)	CTCP-21-36	\$4,705,138
San Diego	CTCP-21-37	\$6,451,321
San Francisco	CTCP-21-38	\$5,866,380
San Joaquin	CTCP-21-39	\$2,436,873
San Luis Obispo	CTCP-21-40	\$1,693,526
San Mateo	CTCP-21-41	\$2,174,813
Santa Barbara	CTCP-21-42	\$1,682,042
Santa Clara	CTCP-21-43	\$5,726,910
Santa Cruz	CTCP-21-44	\$1,675,258
Shasta	CTCP-21-45	\$1,650,000
Sierra	CTCP-21-46	\$1,650,000
Siskiyou	CTCP-21-47	\$1,650,000
Solano	CTCP-21-48	\$2,203,262
Sonoma	CTCP-21-49	\$2,420,024
Stanislaus	CTCP-21-50	\$2,009,212
Sutter	CTCP-21-51	\$1,650,000
Tehama	CTCP-21-52	\$1,650,000
Trinity	CTCP-21-53	\$1,650,000
Tulare	CTCP-21-54	\$2,099,466
Tuolumne	CTCP-21-55	\$1,650,000
Ventura	CTCP-21-56	\$2,257,199
Yolo	CTCP-21-57	\$1,650,000
Yuba	CTCP-21-58	\$1,650,000
		\$175,126,074

August 29, 2024

TO: LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS
TOBACCO CONTROL EDUCATION PROGRAMS

FROM: CONTRACTS AND BUSINESS OPERATIONS SECTION
CALIFORNIA TOBACCO PREVENTION PROGRAM (CTPP)

SUBJECT: PROGRAM LETTER 24-03
PROPOSITION (PROP) 99 AND PROP 56
PROSPECTIVE PAYMENT INVOICES (PPIs)
FOR FIRST AND SECOND QUARTERS
FUNDING PERIOD: JULY 1, 2024 THROUGH DECEMBER 31, 2024

Purpose: Release the:
First quarter PPI (07/01/24 to 09/30/24) – Prop 99
First quarter PPI (07/01/24 to 09/30/24) – Prop 56
Second quarter PPI (10/01/24 to 12/31/24) – Prop 99
Second quarter PPI (10/01/24 to 12/31/24) – Prop 56

Effective Date: Immediately

Inclusions: PPI-F24-Q1-P99 for Prospective Payment Period: 07/01/24 to 09/30/24 – Prop 99
PPI-F24-Q1-P56 for Prospective Payment Period: 07/01/24 to 09/30/24 – Prop 56
PPI-F24-Q2-P99 for Prospective Payment Period: 10/01/24 to 12/31/24 – Prop 99
PPI-F24-Q2-P56 for Prospective Payment Period: 10/01/24 to 12/31/24 – Prop 56
Page 4 of 7 of the Revised Appendix 2, California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds, FY 2021/22 (01/22-06/22) – FY2026/27 (Dated 8/13/2023) released in CTPP Program Letter 24-02

Required Action: Ensure the PPIs are: (1) signed and dated by an authorized representative; and (2) submitted electronically via the Online Tobacco Information System (OTIS) Communication Log (Commlog).

Additional Information: The attached LLA Allocation Table for FY 24/25 reflects the Prop 99 and Prop 56 adjustments identified in the FY 24/25 Budget Act, signed on June 26, 2024.

CTPP may delay processing your PPIs for any of the following reasons: (1) allocation agreement has not been signed/returned; (2) significant concerns about your comprehensive tobacco control plan for 2022-2027; (3) disapproved progress and/or cost reports; (4) unmet deliverables; and/or (5) unspent funds.

As a reminder:

- Funding is contingent upon available revenues and appropriations by the Legislature, State Budget, and any subsequent revisions.
- Per the 2022-2025, Local Lead Agency Allocation Agreement Terms and Conditions, Exhibit B, paragraph 7.A., Trust Account and Expenditure Provisions; the LLA annual allocations from Prop 99 and Prop 56 shall be deposited into separate interest-bearing, insured trust accounts in accordance with the LLA Administrative and Policy Manual.
- It is expected that LLAs liquidate their allocation using the first-in, first-out rule. This means the oldest funds are to be spent first (i.e., fiscal year [FY] 2023-24, then FY 2024-25, etc.). Prop 99 funds are to be liquidated before Prop 56 funds.

Contact Person For Further Information: Your assigned CTPP PM.

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) – FY 2026/27**

FY 24/25

LLA	Agreement	FY 24/25 Prop 99 @BA Jul 2024	FY 24/25 Prop 56 @BA Jul 2024	FY 24/25 TOTAL Prop 99+56
Alameda	CTCP-21-01	\$150,000	\$432,535	\$582,535
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$150,000	\$300,000
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$221,483	\$371,483
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$329,854	\$479,854
Glenn	CTCP-21-11	\$150,000	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$209,827	\$359,827
Kings (CHC)	CTCP-21-16	\$150,000	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$150,000	\$4,969,439	\$5,119,439
Pasadena	CTCP-21-19B	\$150,000	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$261,119	\$411,119
Madera	CTCP-21-20	\$150,000	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$150,000	\$300,000
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$300,000
Merced	CTCP-21-24	\$150,000	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$158,902	\$308,902
Napa	CTCP-21-28	\$150,000	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$300,000
Orange	CTCP-21-30	\$150,000	\$631,113	\$781,113
Placer	CTCP-21-31	\$150,000	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$390,936	\$540,936
Sacramento	CTCP-21-34	\$150,000	\$404,373	\$554,373
San Benito	CTCP-21-35	\$150,000	\$150,000	\$300,000
San Bernardino (CHC)	CTCP-21-36	\$150,000	\$565,401	\$715,401
San Diego	CTCP-21-37	\$150,000	\$736,610	\$886,610
San Francisco	CTCP-21-38	\$150,000	\$662,017	\$812,017
San Joaquin	CTCP-21-39	\$150,000	\$213,880	\$363,880
San Luis Obispo	CTCP-21-40	\$150,000	\$150,000	\$300,000
San Mateo	CTCP-21-41	\$150,000	\$179,107	\$329,107
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$300,000
Santa Clara	CTCP-21-43	\$150,000	\$644,231	\$794,231
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$300,000
Shasta	CTCP-21-45	\$150,000	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$200,081	\$350,081
Sonoma	CTCP-21-49	\$150,000	\$231,548	\$381,548
Stanislaus	CTCP-21-50	\$150,000	\$157,134	\$307,134
Sutter	CTCP-21-51	\$150,000	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$169,109	\$319,109
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$190,039	\$340,039
Yolo	CTCP-21-57	\$150,000	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$300,000
		\$9,150,000	\$17,958,738	\$27,108,738

Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 99 Fund 0231

1. **Inyo County Treasurer**
P.O. Box H
Independence, CA 93526-0608
2. Allocation Agreement Number: **CTCP-21-14**
3. Prospective Payment Period: **07/01/24 to 09/30/24**
4. Amount to be Paid: **\$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date

Signature of LLA Representative

Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Paid from Prop 99 Fund 0231
FY 2024-25 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F24-Q1-P99-CTCP-21-14**
Program No.: 4045019
Fi\$Cal ID No.: **8422**

COA: FY 24/25, 0231, 111, 2024, 4045019, 5440000, 5440000000, 51201

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date

Signature of CTPP Representative

Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 56 Fund 3322

1. **Inyo County Treasurer**
P.O. Box H
Independence, CA 93526-0608
2. Allocation Agreement Number: **CTCP-21-14**
3. Prospective Payment Period: **07/01/24 to 09/30/24**
4. Amount to be Paid: **\$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date

Signature of LLA Representative

Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Paid from Prop 56 Fund 3322
FY 2024-25 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F24-Q1-P56-CTCP-21-14**
Program No.: 4045
Fi\$Cal ID No.: **8422**

COA: FY 24/25, 3322, 611, 2016, 4045, 5440000, 5440000000, 51218

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date

Signature of CTPP Representative

**Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 99 Fund 0231**

1. **Inyo County Treasurer
P.O. Box H
Independence, CA 93526-0608**
2. Allocation Agreement Number: **CTCP-21-14**
3. Prospective Payment Period: **10/01/24 to 12/31/24**
4. Amount to be Paid: **\$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date

Signature of LLA Representative

Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Paid from Prop 99 Fund 0231
FY 2024-25 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F24-Q2-P99-CTCP-21-14**
Program No.: 4045019
Fi\$Cal ID No.: **8422**

COA: FY 24/25, 0231, 111, 2024, 4045019, 5440000, 5440000000, 51201

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date

Signature of CTPP Representative

Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 56 Fund 3322

1. **Inyo County Treasurer**
P.O. Box H
Independence, CA 93526-0608
2. Allocation Agreement Number: **CTCP-21-14**
3. Prospective Payment Period: **10/01/24 to 12/31/24**
4. Amount to be Paid: **\$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date

Signature of LLA Representative

Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Paid from Prop 56 Fund 3322
FY 2024-25 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F24-Q2-P56-CTCP-21-14**
Program No.: 4045
Fi\$Cal ID No.: **8422**

COA: FY 24/25, 3322, 611, 2016, 4045, 5440000, 5440000000, 51218

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date

Signature of CTPP Representative



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 15, 2024

Reference ID:
2024-790

Agreement with California Department of Social Services for Resource Family Approval Legal Representation

Health & Human Services - Social Services

ACTION REQUIRED

ITEM SUBMITTED BY

Darcia Blackdeer-Lent, Deputy Director, Social and Placement Services

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the Standard Agreement between the County of Inyo and California Department of Social Services for the provision of legal consultation and legal representation in administrative action appeals associated with the Resource Family Approval program for no cost for the period of July 1, 2024 to June 30, 2027, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Department of Health and Human Services began implementation of the Resource Family Approval (RFA) program, which replaced the former Foster Care Licensing process, in January 2017. The California Department of Social Services (CDSS), which has historically provided legal consultation and representation in administrative action appeals associated with the former program, continues to provide this service to counties implementing RFA. The CDSS legal staff are well versed in the regulations governing RFA. While counties have the option to use their own counsel for these types of actions, this could result in increased cost to the County as CDSS is able to provide this services at no additional cost to the county.

The attached contract for the period beginning July 1, 2024 through June 30, 2027 will allow Inyo County Health and Human Services to continue receiving these valuable services from CDSS. This comes to you as a ratification request because the agreement was received from the State after the beginning of the fiscal year and due to Departmental delays in routing due to staffing vacancies.

FISCAL IMPACT:

There are no County costs associated with this contract.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to approve this contract. This is not recommended as this agreement provides for no-cost legal consultation and representation regarding State hearings for the Resource Family Approval program and provides a benefit to the County and resource families.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Probation and California Department of Social Services

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Anna Scott	Created/Initiated - 9/27/2024
Darcy Ellis	Approved - 9/30/2024
Keri Oney	Approved - 10/1/2024
John Vallejo	Approved - 10/1/2024
Amy Shepherd	Approved - 10/4/2024
Anna Scott	Approved - 10/4/2024
Nate Greenberg	Final Approval - 10/8/2024

ATTACHMENTS:

1. California Department of Social Services Agreement
2. Agreement Exhibits

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

This Agreement is entered into by and between the California Department of Social Services, hereinafter referred to as the CDSS, and the County of Inyo, hereinafter referred to as the County, for the purpose of establishing the responsibilities of the CDSS and the County in the provision and receipt of Legal consultation and Legal representation in administrative action appeals as described within Section III of this Agreement, associated with the Resource Family Approval (RFA) program of the County child welfare services agency and the State of California, pursuant to California Welfare and Institutions Code section 16519.5 et seq. Hereinafter, the County and the CDSS may be referred to collectively as the “Parties,” or individually as a “Party.”

I. Background

The RFA program was created to provide a unified, family-friendly, and child-centered process to replace the multiple processes for licensing foster homes, approving relatives and nonrelative extended family members as foster care providers, and approving adoptive families; establish a single set of standards for approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of child abuse and neglect; reduce the use of congregate care placement settings; and decrease the length of time for each child to obtain permanency. Pursuant to Government Code section 30029.7, subdivision (a)(3), the County and the CDSS may enter into an agreement for the CDSS to provide services or activities related to RFA. The County and the CDSS have identified legal services or activities to be provided by the CDSS in order to expedite the delivery of services to children and nonminor dependents who reside or may soon reside in a Resource Family (RF) home.

II. Definitions

- A. “County” means the largest political division of the State having corporate powers, wherein the County’s powers are exercised through its Board of Supervisors or through agents and officers acting under the authority of the Board or authority conferred by law (Govt. Code § 23000 et seq.). As used in this Agreement, the County includes agents, officers, directors, and County employees who conduct RFA activities on behalf of the County, as described in Welfare and Institutions Code section 16519.5 et seq.
- B. “Resource Family Approval” or “RFA” program means the program wherein an applicant seeks to meet the home environment assessment and permanency assessment standards of the State of California as set forth by the CDSS, with an approval provided by the County.

EXHIBIT A
(Standard Agreement)

- C. “Respondent” means an applicant, Resource Family parent, or individual who has been served with a Notice of Action and is the subject of an administrative action. For matters that shall be heard by the CDSS State Hearings Division, a “Respondent” also means a “claimant,” as defined in the CDSS Manual of Policy and Procedures section 22-001.
 - D. “Written Directives” (WDs)¹ means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. (See WDs Section 3-01.) The WDs have the same force and effect as regulations; ensure that a county uses the same standards for RFA; and ensure that a county does not implement policies or procedures that conflict with or attempt to supersede the WDs. (WDs Section 2-01.)
- III. Legal Consultation and Legal Representation on Appeals/State Hearings Division (SHD) and Office of Administrative Hearings (OAH)
- A. Role of the CDSS Legal Division in the Provision of Legal Consultation and Legal Representation on Appeals:
 - 1. The CDSS Legal Division shall act as the sole legal representative on behalf of the County in the provision of Legal consultations and Legal presentation on appeals to an RFA Notice of Action. The County is the client and is the final decision maker on decisions affecting the legal rights of the County.
 - a. The Parties shall maintain confidentiality in all communications in accordance with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships.
 - b. For purposes of this subdivision, “Parties” shall include agents of the County who conduct RFA activities as described in Welfare and Institutions Code section 16519.5 et seq. on behalf of the County. The County shall ensure that agents of the County who conduct such RFA activities on behalf of the County are familiar with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships, including, but not limited to, Evidence Code section 952.

For the purposes of this Section, the County shall ensure that the agents, directors, officers, and employees of the County who conduct RFA activities on behalf of the County, are familiar with and follow applicable laws for privacy and confidentiality, as well as protect and

¹ Version 8 of the Written Directives was used as a reference in creating this Agreement. The Written Directives may be revised by the CDSS during the term of this Agreement and shall be in effect from the date of revision.

EXHIBIT A
(Standard Agreement)

maintain the confidential nature of the communications created by attorney-client relationships, including, but not limited to, Evidence Code section 952 and applicable case law.

2. Except as otherwise provided in this Section, the CDSS Legal Division shall represent the County on all appeals to an RFA Notice of Action for denial or rescission of RF approval, denial or rescission of a criminal record exemption, or exclusion of an individual, and shall appear on behalf of the County at all proceedings related to such actions that are heard by the SHD or the OAH. Nothing in this Section shall preclude a County representative from being present at a RFA hearing.
3. If the County chooses to represent itself on an appeal in an individual case, it shall not send a Statement of Facts as described in Section III(D) to the CDSS Legal Division to request representation and shall not seek legal advice or direction from the CDSS Legal Division. In those cases, the County hearing representative shall receive legal advice and direction from County Counsel or their designee. The CDSS Legal Division shall not provide legal representation or advice.
4. The Parties agree that the CDSS Legal Division's scope of work shall not include Legal consultation or Legal representation regarding the following:
 - a. Writs or lawsuits or similar actions filed by or against the County, except that the CDSS Legal Division may be available to consult with the County on any such actions arising out of an RFA action as described herein;
 - b. Requests for information or documents from the County such as Public Records Act requests or subpoenas issued to the County;
 - c. Placement of a dependent child or nonminor dependent;
 - d. Relative or non-relative extended family member approvals pursuant to the "*Harris*" case;
 - e. Child Abuse Central Index grievance hearings;
 - f. Dependency or delinquency matters;
 - g. Assistance with issuing or serving an investigatory subpoena or warrant;
 - h. Hearings or proceedings regarding jurisdictional disputes where no Notice of Action for denial or rescission of RF approval, or denial or rescission of a criminal record exemption, has been served;
 - i. Defending the County on a Temporary Suspension Order (TSO); and
 - j. Any other matter within the authority and direction of the County Counsel.

B. Duties of the County and the CDSS Legal Division Regarding Consultation:

EXHIBIT A
(Standard Agreement)

1. In compliance with the WDs or regulations issued pursuant to Welfare and Institutions Code section 16519.5, the County is required to consult with legal counsel prior to service of a Notice of Action for denial or rescission of Resource Family approval, or denial or rescission of a criminal record exemption, and is required to consult with the CDSS Legal Division when recommending the exclusion of an individual.
2. Pursuant to this Agreement, Legal consultation for denials or rescissions for which the County seeks, the CDSS Legal Division representation shall be with the CDSS Legal Division, and not County Counsel.
3. The County may request a Legal consultation with the CDSS Legal Division regarding legal or evidentiary issues related to an investigation, family evaluation, or other matters affecting the approval.
4. If the County seeks a TSO against a Resource Family's approval, in addition to consulting with the CDSS Legal Division on the matter, the County shall consult with their County Counsel prior to service of a TSO. The County should follow its internal procedures for a RFA TSO.
5. Legal consultations shall not include technical assistance regarding program requirements or procedures, RFA implementation or statewide policies; these issues shall be referred to the CDSS RFA County Liaison, RFA Policy Analyst, or RFA Inbox.
6. The County shall work with the CDSS RFA County Liaison to schedule a regular monthly legal consult meeting, or as needed. If a matter is urgent, such as a situation warranting the immediate exclusion of an individual or a TSO, the County may contact their CDSS RFA County Liaison by phone, email, or in-person and request an urgent consult with their assigned CDSS Legal Division consulting attorney.
7. Prior to a scheduled legal consult, the County shall obtain the evidence necessary to support the information contained in the Legal consultation memo related to the County's finding, position, or action requested.
8. The County shall prepare a confidential Legal Consultation Memo (LCM) for each matter upon which legal advice is sought through a consult with the CDSS Legal Division. A copy of the RFA LCM form can be obtained through the CDSS RFA County Liaison. Upon request, the CDSS RFA County Liaison shall provide technical assistance to the County regarding the program requirements or procedures including, but not limited to, family

EXHIBIT A
(Standard Agreement)

evaluations, RFA implementation, statewide policies, legal consult procedures, or how to draft the Notice of Action, LCM, or statement of facts. Both Parties shall maintain the confidentiality of all attorney-client communications, including the LCM.

9. Using a secure or encrypted format, or a secure file transfer protocol, the County shall send a properly completed LCM, the draft Notice of Action, as well as relevant attachments related to the request for consult including, but not limited to, investigations, court records, arrest reports, and a draft Written Report (if application denial). These documents shall be sent to the CDSS RFA County Liaison and the Consulting Attorney at least five (5) business days prior to the date of the regularly scheduled consult.
10. The consult meeting is an opportunity for the CDSS Legal Division Consulting Attorney and the CDSS RFA County Liaison to discuss the information in the LCM provided by the County with the appropriate County staff. Accordingly, the County should make its best efforts to have the assigned County RFA worker or probation officer, with knowledge of the facts described in the LCM, present at the consult. If the County RFA worker or probation officer cannot attend in person, the County RFA worker or probation officer should attend by teleconference. If that is not possible, the supervisor who is familiar with the facts of the matter shall attend.
11. If a matter to be discussed at the consult involves a recommendation for an exclusion action, a family evaluation conducted by the CDSS, an investigation conducted by the CDSS, or dual or multiple programs (e.g., RFA and a child care license), the County shall identify and request the appropriate CDSS RFA staff, CDSS adoptions staff, or CDSS Community Care Licensing Division (CCLD) staff to attend or teleconference into the consult.
 - a. The County may request the assistance of the CDSS RFA County Liaison in arranging for the necessary CDSS staff to attend.
 - b. The County and the CDSS shall share evidence and information regarding related investigations, assessments, or actions as required by the WDs.
 - c. Agents of the County who conduct activities as described in Welfare and Institutions Code section 16519.5 may be present during the portion of a consultation that is applicable to a matter for which the agent acted on behalf of the County, and for which the agent's presence is needed to discuss the information in the consult memo provided by the County. The County shall ensure that the agent of the County is aware of and complies with the confidentiality of the legal consult, the legal advice

EXHIBIT A
(Standard Agreement)

provided, and the confidentiality of any information shared, as required by law.

12. The CDSS Legal Division Consulting Attorney shall review the legal consult memo, the draft Notice of Action, and attachments, and shall advise the County regarding the Notice of Action, the proper hearing forum, and any other matter related to an investigation or proposed action. If the LCM or draft Notice of Action are incomplete, said attorney may return them to the County to complete them or refer the County to the CDSS RFA County Liaison for technical assistance.
13. The CDSS Legal Division Consulting Attorney shall document the legal advice in writing within three (3) to five (5) business days, or as agreed upon at the consult, and submit the documentation to the County and the CDSS RFA County Liaison. If the matter involves dual or multiple programs or an exclusion action, the CDSS Legal Division Consulting Attorney shall provide the relevant CCLD Regional Office staff (licensing action) or the CDSS RFA County Liaison (RFA exclusion action) with a copy of the consult memo and legal advice.
14. If the advice of the CDSS Legal Division Consulting Attorney is to proceed with an action that affects the approval, the County should notify the child(ren)'s placement worker, as applicable.
15. If the County fails to comply with the requirements of Section III(B), the County waives its right pursuant to this Agreement to have the CDSS Legal Division representation on the appeal.

C. County Duties Regarding Processing the Notice of Action and Appeal:

1. The County shall serve the Notice of Action in accordance with Welfare and Institutions Code section 16519.6 and the WDs or regulations. The County shall ensure the file contains adequate documentation regarding service of the Notice of Action to the correct address, such as certified mail receipts, and/or a proof of service in accordance with WDs, Article 12: Due Process.
2. If the matter includes an exclusion action or CCLD action, the County shall coordinate administrative actions, including service of the Notice of Action, notice of a related licensing action by CCLD, an exclusion order, or the filing of formal pleadings, with the CDSS. (WDs, Article 12.)

EXHIBIT A
(Standard Agreement)

3. If an appeal is filed, the County is responsible to comply with the law, WDs, or regulations, and internal procedures including, but not limited to, the following:
 - a. Date-stamp the appeal and envelope;
 - b. Update the Notice of Action appeal status in the Administrative Action Records System (AARS);
 - c. For OAH cases, immediately send the acknowledgment of appeal to Respondent and begin preparing the case for the CDSS Legal Division as described in paragraph D;
 - d. Obtain a legal case number from the CDSS RFA County Liaison and add the legal case number to the Statement of Facts; and,
 - e. For SHD cases, begin preparing the case to be sent to the CDSS Legal Division at the same time the appeal is forwarded to the SHD as described in paragraph D;
 - f. Forward the appeal to the SHD by uploading the Notice of Action and appeal to the SHD's Appeals Case Management System (ACMS).
- D. Preparing the Case to Send to the CDSS Legal Division After Receipt of an Appeal:
 1. To obtain the CDSS Legal Division's representation on an RFA appeal, the County shall prepare a Statement of Facts using the current versions of the following confidential attorney-client forms:
 - a. Form RFA-9029: Statement of Facts Summary Sheet – Resource Family
 - b. Form RFA-9029D: RFA Statement of Facts Dividers
 - c. Form RFA-9029W: Witnesses Continuation
 2. For SHD cases, the County shall prepare the Statement of Facts, a draft position statement, and copies of all approval file documents within five (5) to seven (7) business days of receipt of an appeal into AARS. The documents shall be sent electronically to the CDSS Legal Division by encrypted email or Secure File Transfer (in AARS) at the same time the appeal is forwarded to the SHD (WDs, Article 12). No later than ten (10) business days after receipt of appeal, upload appeal and Notice of Action only into ACMS. The County shall maintain the confidentiality of the attorney-client privileged Statement of Facts forms during any transmission of the forms or in any files maintained by the County. The County shall use the draft position statement template provided by the CDSS when drafting the position statement. The County shall comply with the WDs Section 10-05 related to retention of the RF File.

EXHIBIT A
(Standard Agreement)

3. For OAH cases that involve a TSO or immediate exclusion action, the County shall prepare the Statement of Facts forms and copies of the RFA documents and evidence identified in the RFA 9029D: RFA Statement of Facts Dividers, and send to the CDSS Legal Division and the CDSS RFA County Liaison by encrypted email or Secure File Transfer within ten (10) business days of receipt of the appeal. Hard copies of the original documents shall also be sent by mail.
 4. For all other OAH cases, the County shall prepare and send secure email to the CDSS RFA County Liaison the Statement of Facts Divider with forms and originals of all relevant documents within thirty (30) days of receipt of the appeal. The CDSS RFA County Liaison shall review the documents, provide any technical assistance necessary, and then forward to the CDSS Legal Division.
 5. The County shall make its best efforts to obtain certified court and law enforcement or other relevant records prior to sending the case to the CDSS Legal Division. If certified records are received after the case has been forwarded, then the County shall forward the records to the CDSS Legal Division upon receipt.
 6. Prior to finalizing the Statement of Facts, the County shall verify that the witness list contact information in Form RFA-9029: Witness List, is current and updated, including the current placement and placement worker information for any child or nonminor dependent victim or witness.
- E. Duties of the County and the CDSS Legal Division after the CDSS Legal Division Receives the Case:
1. Upon receipt of the case file, the CDSS Legal Division shall be responsible for the following:
 - a. Logging the case into the Legal Case Tracking System (LCTS) and immediately assigning the case to a CDSS Legal Division Consulting Attorney.
 - b. Preparing a new case memo identifying the Consulting Attorney and the Consulting Attorney's contact information, and emailing it to the County staff identified on the Statement of Facts and the CDSS RFA County Liaison.
 2. The CDSS Legal Division Consulting Attorney shall review the complete file to determine if the evidence is sufficient to go forward with the requested administrative action. If not, the County shall be consulted, and the file may

EXHIBIT A
(Standard Agreement)

be closed without filing and sent back to the County for an informal resolution or to obtain more evidence.

3. For cases to be heard at SHD, the CDSS Legal Division Consulting Attorney shall review the draft Position Statement prepared by the County and work with the County to finalize it. Provided that the County provides the necessary and relevant information in a timely fashion, the CDSS Legal Division is responsible for filing the Position Statement and exhibits with the SHD. The County shall be responsible for making available to Respondent all relevant documents in the County's possession in accordance with the WD's. Prior to disclosure to Respondent, the County shall withhold or redact documents that are confidential or privileged, as required by law.
4. For cases to be heard at the OAH, the Consulting Attorney shall prepare, sign, and file the Accusation or Statement of Issues in accordance with the County's request in the Statement of Facts case summary and serve on the Respondent(s):
 - a. A copy of the filed Accusation or Statement of Issues shall be provided to the County Child Welfare Director or Chief Probation Officer or designee.
 - b. If there are any substantive changes to the allegations at issue that were identified in the Statement of Facts case summary provided by the County, the CDSS Legal Division shall consult the County Welfare Director, Chief Probation Officer, or designee, for approval prior to filing the Accusation or Statement of Issues.
 - c. A CDSS Legal Division attorney may sign an amended Accusation or Statement of Issues on behalf of the County, if the amendment is approved by the County Welfare Director, Chief Probation Officer or designee. The CDSS Legal Division shall file a copy of the amended pleading with the OAH, as applicable.
5. If a resolution is sought prior to hearing, the CDSS Legal Division shall discuss settlement options with the County, Respondent, CCLD or the CDSS Program if applicable, draft the settlement agreement, and supervise its finalization. The County shall have the final decision on whether to approve a settlement. If a Respondent seeks to withdraw the appeal or Notice of Defense, the CDSS Legal Division shall prepare a written withdrawal for Respondent to sign, and if the matter has been set for hearing, submit a copy to the Administrative Law Judge.

EXHIBIT A
(Standard Agreement)

6. For OAH cases, the CDSS Legal Division shall prepare and serve documents on Respondent in accordance with Government Code sections 11507.5 and 11507.6.
7. While the RFA administrative action is pending, the County shall keep the assigned CDSS Legal Division Consulting Attorney informed of new developments that occur prior to the hearing (e.g., new arrests or new evidence), and of any changes in the Respondent's address or other contact information. The County shall timely forward any phone calls or correspondence from Respondent, their authorized representative, or the SHD, to the CDSS Legal Division Consulting Attorney.
8. The County shall assist the CDSS Legal Division, if necessary, in locating witnesses, with the service of subpoenas for appearance at hearing, and with the transportation of witnesses to the hearing. The County shall notify the assigned CDSS Legal Division Consulting Attorney if there are concerns about the testimony of a child or similarly vulnerable witness at hearing as specified in the WDs, Article 12. The County shall assist the CDSS Legal Division Consulting Attorney in providing information, or facilitating contact with, the witness's placement worker or treatment provider if a motion to protect the witness is determined to be necessary. The County shall provide for the use of one-way closed-circuit television or video in accordance with WDs, Section 12-16 (Conduct of Hearing; Confidentiality and Procedures), as applicable.
9. The CDSS Legal Division shall represent the County at the prehearing conference, settlement conference, and hearing before the SHD or the OAH, and prepare any necessary motions, briefs, subpoenas, settlement documents, or other hearing documents, including those related to the County's withdrawal of a Notice of Action and defaults, as outlined in the WDs.
10. The County shall be responsible for the following hearing-related duties and costs, including but not limited to the following:
 - a. Reserving hearing rooms;
 - b. Interpreters;
 - c. Court reporters;
 - d. Witness and expert witness fees;
 - e. Security, if it is determined by the CDSS Legal Division hearing attorney, the County, or an administrative law judge, that a threat exists to the health and safety of those persons attending a hearing;
 - f. Obtaining records needed for hearing; and

EXHIBIT A
(Standard Agreement)

- g. Other hearing-related costs.
- 11. Following the SHD or the OAH hearing, a proposed decision is adopted or rejected by the CDSS Director or designee. If the decision is rejected, the CDSS shall review the record and prepare the final decision and order in accordance with the established standard.
- 12. The CDSS shall serve the final decision and order on all parties, including the County.
- 13. The CDSS Legal Division may represent the County in a request for reconsideration of the decision and order, a request for rehearing, or a request to set aside a default decision and order. If a conflict of interest exists, then representation by the CDSS Legal Division shall be subject to the written consent of the parties and compliance with the Rules of Professional Conduct and Paragraph G of this Section.
- 14. The CDSS Legal Division shall update the statewide data system (i.e., AARS) with the final order or resolution.

F. Conflict Resolution:

- 1. If the County and the CDSS Legal Division Consulting Attorney disagree with how to proceed on a matter, the matter shall be resolved as follows:
 - a. The matter shall be elevated to the County RFA supervisor and the CDSS Legal Division attorney's supervisor to meet and confer to resolve the matter.
 - b. If no agreement is reached, the matter shall be elevated to the next County supervisor or manager level, and for the CDSS Legal Division, to the Assistant Chief Counsel to meet and confer to resolve the matter.
 - c. If still no agreement is reached, the matter shall be elevated to the Senior Assistant Chief Counsel and the equivalent County RFA program manager level to meet and confer to resolve the matter.
- 2. The County has the final decision on how to proceed on a matter, which shall be consistent with the CDSS Legal Division attorney's ethical duties regarding the minimum standards of evidence necessary to proceed with an action and the considerations identified below in Paragraph F.3. of this Section.
- 3. The resolution discussion shall include consideration of the minimum legal requirements for an action in the applicable statutes and WDs or regulations, any risks attendant to administrative litigation, including a negative outcome at

EXHIBIT A
(Standard Agreement)

hearing, any risks to the health and safety of a child or nonminor dependent that may be caused by a failure to take action, and the CDSS oversight responsibilities as mandated by law.

4. Nothing in this Section shall interfere with the Parties' termination rights and the right of the CDSS Legal Division to withdraw from representation pursuant to the terms of this Agreement or applicable law.

G. Professional Responsibility; Conflict of Interest in Representation

1. The County acknowledges that the attorneys within the CDSS Legal Division have an ethical and legal duty to avoid a conflict of interest or the appearance of a conflict of interest when providing legal services to the County.
2. Pursuant to the California Rules of Professional Conduct, the CDSS Legal Division's attorneys may not be permitted to represent a client when there is a conflict of interest. If applicable, the CDSS Legal Division attorney is required to take certain actions which may include, but are not limited to, withdrawal from representation for individual cases or obtaining informed written consent from each client for individual cases.
3. The Parties acknowledge that there exists an appearance of a conflict of interest, or an actual conflict of interest, due to the CDSS Legal Division representing both the CDSS and the County in administrative actions falling within the jurisdiction of both agencies. By the signing of this Agreement, the Parties are providing their written consent to the CDSS Legal Division's dual representation of both the CDSS and the County, where applicable.
4. In all other matters in which there exists an appearance of a conflict of interest, or an actual conflict of interest, the CDSS Legal Division Consulting Attorney shall report the conflict to the County in writing as soon as possible after discovering the conflict. Potential conflicts of interests that may arise in RFA matters include, but are not limited to, the following:
 - a. Dual program matters involving an RFA and licensing action in which the County and the CDSS disagree on how to proceed;
 - b. Conflicts regarding the CDSS oversight function over the County's RFA program;
 - c. Conflicts due to a lawsuit pending against the CDSS or the County; and,
 - d. A request by the County for reconsideration of a CDSS issued order.

EXHIBIT A
(Standard Agreement)

H. Withdrawal from Representation

1. If a County fails to follow legal advice or fails to perform any of its duties as set forth in this Agreement, the CDSS Legal Division retains the right to withdraw on referred cases by sending a written notice identifying those case(s) from which it is withdrawing to the County, as specified in Exhibit A, Attachment 1, page 4, Paragraph O (Notices), subparagraphs 2 (United States Mail) or 3 (Facsimile).
2. The Parties acknowledge and agree that the CDSS Legal Division must decline or terminate representation on cases as required by the California Rules of Professional Conduct.

IV. In the event this Agreement expires or is terminated with open Legal consultations or Legal representation, the CDSS may complete such services in accordance with the terms in this Agreement.

V. Project Representatives for the CDSS and the County

CDSS Program Representative:

Name: Meryl Press
Title: RFA Policy Analyst
Address: 744 P Street, MS 8-13-552
Sacramento, CA 95814
Phone: (916) 651-9431
Email: Meryl.Press@dss.ca.gov

Inyo County Health and Human Services

Name: Keri Oney
Title: HHS Deputy Director
Address: 920 N. Main St.
Bishop, CA 93514
Phone: (760) 872-0902
Email: koney@inyocounty.us

Changes to the Project Representative information may be made by written notice to the other Party and shall not require an amendment to this Agreement.

EXHIBIT A
(Standard Agreement)

VI. Authority to enter into this Agreement

Each Party entering into this Agreement represents the existence of the authority to enter into this Agreement on behalf of the named Party.

GENERAL TERMS AND CONDITIONS

A. Term

The initial term of this Agreement shall commence on July 1, 2024 and shall terminate on June 30, 2027 (the “**Initial Term**”). This Agreement may be renewed by written amendment on a year-to-year basis for each one-year renewal period, upon its commencement, to constitute part of the “**Term**” for all purposes hereunder.

B. Termination

1. Termination without Cause: Each Party reserves the right to terminate this Agreement at any time and for any reason upon provision of ninety (90) days’ advance written notice to the other Party in accordance with paragraph O (Notices).
2. Termination for Cause: Each Party reserves the right to terminate the Agreement for cause. In addition, if either Party defaults under this Agreement, the agreement may be terminated by the non-defaulting Party effective upon provision of forty-five (45) days advance written notice of termination provided to the defaulting Party in accordance with paragraph O (Notices).
3. Default Costs: In the event of termination of this Agreement due to a default by either Party, the non-defaulting Party shall not be liable for any costs incurred by the defaulting Party in connection with such termination.
4. Return of Materials: Upon the expiration or earlier termination of this Agreement, each Party shall return to the other Party any and all materials, equipment or documents provided by the other Party in connection with the activities governed by this Agreement within ten (10) business days of written demand therefor.

C. Ineligible for Federal Assistance

This Agreement is void or voidable if either Party receives reliable information that the other Party has been debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal agreements, certain sub-agreements, and certain Federal assistance and benefits.

D. Amendments

This Agreement may be modified, amended, or supplemented only by a written amendment, signed by a Representative from each Party, who has the authority to

GENERAL TERMS AND CONDITIONS

act on behalf of their respective Party. Each Party is responsible for obtaining the necessary approval(s) before entering into any amendment.

E. Time

1. Time is of the essence for the performance of the services of this Agreement. Each Party shall promptly comply with the terms of this Agreement and in the performance of the activities described in Exhibit A, Section III. If a Party is unable to comply with a term or requirement of this Agreement, it shall promptly notify the other Party's Project Representative of the inability to comply with the particular requirement or term.
2. Each Party to this Agreement shall devote such time to the performance of the activities described in Exhibit A as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement.
3. The Party failing to meet the timelines described in the services in Exhibit A, Section III of this Agreement shall be responsible for any fees or costs imposed by the applicable law which result due to the other Party.

F. Default

Neither party shall be considered to be in default of this Agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

G. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, section 1090 et seq. and sections 87100 through 87105 to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

H. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

GENERAL TERMS AND CONDITIONS

1. The Parties represent that each is aware and shall follow: a) Title VII of the Civil Rights Act of 1964, including subsequent amendments (42 U.S.C. § 2000e et seq.); b) the Age Discrimination Act of 1967 (29 U.S.C. § 621 et seq.); c) Title I of the Americans with Disabilities Act of 2008 (42 U.S.C. § 12101 et seq.); and d) the California Fair Employment and Housing Act (California Govt. Code, § 12900 et seq.), including the related regulations commencing at 2 CCR § 11006 et seq.
2. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination.
3. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all sub-agreements, if any, to perform services under this Agreement.

I. Change in Statutes or Regulations

If there is a change of statute or regulations, including the Written Directives (WDs), applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either party gives Notice to terminate pursuant paragraph O of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

J. Assignment

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by a Party without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void. Each successor or assignee of the applicable Party to this Agreement shall be held jointly and severally liable under this Agreement.

K. Responsibility of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least ten days prior to such change in accordance with paragraph O (Notices). The Project Representatives for the Parties are specified in the Exhibit A, Page 13, in Section V.

GENERAL TERMS AND CONDITIONS

L. Waiver

1. Any waiver shall be memorialized in writing and signed by the Project Representative of each Party. However, neither Party may waive provision or right in the Agreement that is a required act specified in the WDs.
2. The failure of either Party to enforce any right or provision of this Agreement shall not be construed as a waiver by the other Party of its rights under the agreement and shall not prevent the other Party from subsequently enforcing such right or provision.

M. Cumulative Rights

The rights and remedies of the Parties herein are cumulative and are in addition to any other rights or remedies that the Parties may have at law or in equity.

N. Severability

Should any part, term, portion, or provision of this Agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first place.

O. Notices

A notice to the other Party in the administration of this Agreement shall be given to the Party's Project Representative by regular mail, by facsimile transmission, or by email as more particularly specified in this paragraph. Any such notice shall be deemed given on:

1. Personal Service: The day the notice is personally delivered to the Party's Project Representative.
2. United States Mail: Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative with first-class postage fully prepaid;
3. Facsimile: On the day the notice is transmitted by facsimile to the facsimile number specified in Section V, provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative on the same day as the facsimile transmission is made; or

GENERAL TERMS AND CONDITIONS

Email: On the day the notice is transmitted by email to the email address of the Party's Project Representative.

P. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this Agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Agreement.

Q. Negotiated Agreement

This Agreement was negotiated between the Parties. Neither Party is deemed to be the Party which prepared this Agreement within the meaning of California Civil Code, section 1654.

R. Independent Advice

Each Party represents that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such Party willingly foregoes any such consultation.

S. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

T. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

U. Mailing of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are

GENERAL TERMS AND CONDITIONS

double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

V. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third party who is not a Party to this Agreement to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

W. Indemnification

1. Claims Arising from Acts or Omissions of the County

The County hereby agrees to defend and indemnify the CDSS, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS arising from the County's negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

2. Claims Arising from Acts or Omissions of the CDSS

The CDSS hereby agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred to as the County), from any claim, action or proceeding against the County arising from the CDSS' negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation

GENERAL TERMS AND CONDITIONS

imposed by this Agreement. The CDSS shall notify the County promptly of any claim action or proceeding and cooperate fully.

X. Relationship of the Parties

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by all Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party, except as identified in Exhibit A.

Y. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of this state relating to insolvency or protection of the rights of creditors.

Z. Insurance Requirements

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Agreement by the CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit A, Attachment 3. Evidence of the CDSS' self-insurance for liabilities, from the use of motor vehicles includes owned, non-owned, and hired vehicles used by the CDSS employees in the performance of services, is provided with Exhibit A, Attachment 4.

AA. Title to Documents; Copyrights

The reports, forms and other materials produced by the CDSS pursuant to this Agreement are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS. Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

GENERAL TERMS AND CONDITIONS

BB. Venue

It is agreed by the Parties to this Agreement that, unless expressly waived by the CDSS, any action brought to enforce provisions of this Agreement for declaratory relief shall be filed and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

CC. Controlling Law

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

DD. Entire Agreement

This Agreement is the entire Agreement of the Parties for the performance of the services described in Exhibit A. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

Information Security Requirements

I. Information Security Incidents and/or Breaches

- A. Discovery and Notification of Incidents and/or Breaches.** The CDSS shall be responsible for facilitating the Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and SAM 5340, Incident Management. The CDSS shall notify the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within one working day by telephone call and email upon the discovery of the Incident and/or Breach affecting the security of County Confidential, Sensitive, and/or Personal (CSP) Information if the County CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, or unauthorized use or disclosure of the County CSP is in violation of the Agreement, this provision, the law, or potential loss of the County CSP that is in violation of this Attachment 2. The CDSS shall take:
1. Prompt corrective action to mitigate any risks or damages involved with the Incident and/or Breach and to protect the operating environment;
 2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- B. Isolation of System or Device.** A system or device, containing County CSP, compromised by an Incident and/or Breach involving an exploitation of a technical vulnerability, shall be promptly disconnected from the CDSS' production environment with access to only individuals who are participating in the investigation, mitigation, and remediation of the Incident and/or Breach. Such system or device shall remain disconnected from the production environment until the risk from the exploited vulnerability has been adequately mitigated. The County must be contacted prior to placing the previously compromised system or device, containing County CSP, back in the production environment. The affected system or device, containing County CSP, shall not be returned to operation in the production environment until the County Information Security and/or Privacy Officer gives its approval.
- C. Investigation of Incidents and/or Breaches.** The CDSS shall promptly investigate such Incidents and/or Breaches.
- D. Updates on Investigation.** The CDSS shall provide regular (at least once a week) email updates on the progress of the Incident and/or Breach investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer.

E. Written Report. The CDSS shall provide a written report of the investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within fifteen (15) working days of the discovery of the Incident and/or Breach. To the extent the CDSS has such information, the report shall include but not be limited to the following:

1. The CDSS point of contact information;
2. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known;
3. Description of the types of County CSP that were involved, and the extent of the information involved in the Incident and/or Breach;
4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed County CSP;
5. A description of where the County CSP is believed to have been improperly transmitted, sent, or utilized;
6. A description of the probable causes of the improper use or disclosure;
7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
8. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.

F. Notification of Individuals. The CDSS shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as determined by the County. The CDSS shall pay any costs of such notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the County Information Security and/or Privacy Officer shall promptly approve the time, manner and content of any such notifications, and such approval shall not be unreasonably withheld.



**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2024 / JUNE 30, 2025**

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program (Gov. Code section 900, et. seq.) P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. [File Government Claim for Eligible Compensation](#)

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.). [Report Vehicle Accident Involving State Employees](#)

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

A handwritten signature in black ink that reads "Devon Lima-Mitchell". The signature is written in a cursive, flowing style.

Devon Lima-Mitchell, Insurance Analyst
Office of Risk & Insurance Management
California Department of General Services
devon.limamitchell@dgs.ca.gov



**STATE OF CALIFORNIA
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2024 / JUNE 30, 2025**

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

A handwritten signature in black ink, reading "Devon Lima-Mitchell", is positioned below the "Sincerely," text.

Devon Lima-Mitchell | *Insurance Analyst*
Office of Risk and Insurance Management
California Department of General Services
Devon.LimaMitchell@dgs.ca.gov

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed \$0.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2024/25	\$0.00
2025/26	\$0.00
2026/27	\$0.00

2. Continuation of Services

In the event this Agreement expires or is terminated with open Complaint Investigations, Legal Consultations or Legal Representation on Appeals/SHD and OAH Hearings, CDSS may complete such actions in accordance with the terms of this Agreement.

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. For Contracts with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS, at its option, may terminate this Agreement upon thirty (30) day's notice, or to amend the Agreement to reflect any reduction in Federal funds.

D. Review

Each party reserves the right to review service levels and billing procedures as they impact charges against this Agreement.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 15, 2024

Reference ID:
2024-805

2024-2025 Community Assistance, Recovery and Empowerment (CARE) Court Funding Agreement

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Denelle Carrington, Assistant CAO

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Approve the 2024-2025 Community Assistance, Recovery and Empowerment (CARE) Court Funding Agreement and authorize the Assistant County Administrative Officer to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Pursuant to the Budget Act of 2024, the State Bar of California (State Bar) is administering 2024-2025 Community Assistance, Recovery, and Empowerment (CARE) Court funding to our office. As a reminder, these funds are to provide representation in the CARE Act proceedings, matters related to CARE agreements, and CARE plans between October 1, 2024, and January 1, 2026.

The State Bar has released the County's 2024-2025 CARE Court funding agreement via Docusign. The Assistant County Administrator, Denelle Carrington, has been identified as the signatory for the County, as she currently oversees the Public Defender budget, contracts and reporting requirements. The State Bar is requiring the funding agreement to be signed by Friday, October 18th.

This funding agreement was received on October 4th, and was immediately put onto the first available agenda for approval.

FISCAL IMPACT:

Funding Source	Grant Funded	Budget Unit	022600
Budgeted?	No	Object Code	4498
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

Inyo County's allocation is still unknown at this time, and the State Bar is still awaiting the arrival of the 2024-2025 CARE fund, which may arrive by the end of 2024.

Future Fiscal Year Impacts

Unknown at this time, but the County will be working with the State Bar to ensure that all requirements will be met.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to accept the funding agreement. This is not recommended as the funding would not be accessible for future Public Defender cases that will be assigned by the Court.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Health & Human Services

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | ICommunity Focused Public Health

APPROVALS:

Denelle Carrington	Created/Initiated - 10/7/2024
Darcy Ellis	Approved - 10/7/2024
Denelle Carrington	Approved - 10/7/2024
John Vallejo	Approved - 10/7/2024
Amy Shepherd	Approved - 10/7/2024
Nate Greenberg	Final Approval - 10/8/2024

ATTACHMENTS:

1. CARE Court Funds Agreement

FUNDS AGREEMENT**THE STATE BAR OF CALIFORNIA****OFFICE OF ACCESS & INCLUSION – CARE COURT FUNDS
2024 - 2025**

This Funds Agreement (“Agreement”) is made as of July 1, 2024, (“Effective Date”) between The State Bar of California, a California public corporation, with a principal place of business at 180 Howard Street, San Francisco, CA 94105 (“State Bar”), and County of Inyo – Administration, a county public defender office or equivalent entity funding public defender services on behalf of a county, with a principal place of business at 224 N. Edwards St., PO Drawer N Independence, CA 93526 (“Recipient”). This Agreement sets forth the terms and conditions for receiving the Funds. State Bar and Recipient are sometimes hereinafter referred to individually as a “Party,” and together as the “Parties.”

RECITALS

- A. Pursuant to California Business and Professions Code Section 6210-6228 (“Act”), and Title 3, Division 5, Chapter 2 of the Rules of the State Bar of California (“Rules”), a Legal Services Trust Fund Program (“Program”) has been established in the State of California. The Office of Access & Inclusion administers the Program. The Program includes an Equal Access Fund (“Fund”) that is funded pursuant to the annual California Budget Act and the Uniform Civil Fees and Standard Fee Schedule Act of 2005 (“Fee Schedule Act”).
- B. In 2022, Senate Bill 1338 (“S.B. 1338”) was enacted, creating the Community Assistance, Recovery, and Empowerment (CARE) Court Program (Welfare and Institutions Code sections 5970-5987), as amended in 2023 by Senate Bill No. 35 (“S.B. 35”). In 2024, Assembly Bill No. 107 (“A.B. 107”) was enacted, allocating \$16,750,000 (“CARE Court Fund”) to be distributed by the Judicial Council of California through the State Bar via grant awards to qualified legal services projects and unawarded funds, if any, to public defenders to provide legal counsel pursuant to subdivision (c) of Section 5976 of the Welfare and Institutions Code for representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans by December 1, 2024 (“CARE Court Legal Services”). The CARE Court Fund was to be distributed by the State Bar to qualified legal services projects who were found to be eligible through a competitive grant process. After which, the Legal Services Trust Fund Commission shall provide any funds not awarded to qualified legal services projects for representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans in each county to that county’s public defender office to provide those services.
- C. Recipient is a county public defender office that will provide—or, where a county has no public defender office, a county office designating a county public defender equivalent entity that will provide (e.g., contract) for—representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans.

D. NOW, THEREFORE, in consideration of covenants and agreements herein, and for good

and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

AGREEMENTS

1. Pursuant to A.B 107, S.B. 104, S.B. 1338, S.B. 35 the Act, Rules, and Fund, and in reliance upon the promises and representations made by Recipient, the State Bar provides to Recipient \$22,500.00 ("Funding Amount").
2. The funding period will commence on October 1, 2024 ("Start Date") and end on January 1, 2026 ("End Date," with the period from the Start Date to the End Date known as the "Funding Period"). Recipient must be available to be appointed to represent respondents in CARE Act proceedings in the County of Inyo for the period of October 1, 2024, to January 1, 2026.
3. The Act, S.B. 917, A.B 107, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, are incorporated into this Agreement as if set forth in their entirety in this Agreement. Recipient agrees to comply with the Act, S.B. 917, A.B 107, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, including reporting to the State Bar all expenditures, outcomes, and other data necessary pursuant to Welfare and Institutions Code sections 5984, 5985, and 5986. Recipient agrees to comply with all lawful statutes, rules, regulations, guidelines, policies, instructions, and similar directives pertaining to the Program and the Fund (collectively, "Directives") including without limitation, any Directive adopted after the Effective Date. Recipient further agrees to comply with all applicable state and federal civil rights and anti-discrimination laws, including but not limited to the Fair Employment and Housing Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
4. Recipient represents and warrants that its Chief Public Defender or similarly empowered staff have read and understand this Agreement, the Act, S.B. 917, A.B 107, S.B. 1338, S.B. 35, and Rules. Recipient has familiarized appropriate staff with the requirements of this Agreement, the Act, S.B. 917, A.B 107, S.B. 1338, S.B. 35, and the Rules.
5. Pursuant to Welfare and Institutions Code section 5981.5(b), the State Bar will retain control over the distribution of the Funding Amount to Recipient. It will pay the Funding Amount in one installment to be paid as soon as reasonably practicable after the Start Date. However, under no circumstances will the State Bar bear any liability to Recipient or to other persons or entities for delays in payments.
6. Termination.
 - a) Notwithstanding any other provision of this Agreement regarding the payment of the Funds, Recipient acknowledges that the Funding Amount and all payments thereof shall be made from funds received by the State Bar pursuant to A.B 107 ("State Funding"), and are contingent upon the availability and sufficiency of such funds, as determined by the State Bar in its sole discretion. Consequently, Recipient shall not be guaranteed any specific dollar amount in funds, or any funds at all, if funds received pursuant to State Funding are insufficient or unavailable to the State Bar. This Agreement shall terminate automatically if State Funding becomes unavailable. The State Bar will not assume any liability whatsoever to Recipient for any failure to pay the Funding Amount or any part thereof that results because funds are insufficient or unavailable.

- b) The State Bar may terminate for cause, without prejudice to State Bar's right to recover any Funding Amount previously paid, if Recipient fails to comply with the provisions of this Agreement. The termination shall be effective five (5) business days after the State Bar sends written notice of termination to Recipient pursuant to Section 22.
 - c) This Agreement will terminate automatically in the event of the bankruptcy or insolvency of either Party.
7. This Agreement does not impose on the State Bar any obligation to provide Recipient funds in excess of the Funding Amount or beyond the end of the Funding Period.
 8. Recipient shall spend the Funding Amount for the purposes and in the manner set forth in A.B. 107 and S.B. 1338.
 9. Recipient will notify the State Bar within five (5) business days after any change in any material fact affecting Recipient's eligibility to receive funds.
 10. Recipient will not make any misrepresentations or misstatements of fact in any communications or report to the State Bar. In the event Recipient later discovers that any statement made to the State Bar is no longer true, Recipient will notify the State Bar within five (5) business days after discovering that the statement is no longer true.
 11. Recipient will notify the State Bar within five (5) business days of Recipient's awareness of any of the following events: (1) a decision to change Recipient's name, merge or consolidate with another entity, cease operations, or cease the activities funded by the Funding Amount; (2) a decision to close or relocate any main or branch office; (3) significant management changes, including the departure of and/or hiring or appointment of the Chief Public Defender or equivalent position; (4) Recipient becomes insolvent or is in danger of becoming insolvent within three months; (5) a monetary judgment, settlement, sanction, penalty, or force majeure event that will substantially impact Recipient's delivery of legal services; (6) Recipient or any of Recipient's officials (e.g., officers and executive team members) or employees with control over finances or financial management responsibilities is investigated for or charged with fraud, misappropriation, embezzlement, theft, or any similar offense, or are suspended, disciplined, or delicensed by a bar or other professional licensing organization; or (7) Recipient is investigated or audited by any provider of funds to Recipient.
 12. The Act, S.B. 917, A.B. 107, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, and Directives set forth requirements concerning the use of Program funds and payment for subcontracts to provide legal services ("Subcontracted Services"). Recipient acknowledges its obligation to inform all providers of Subcontracted Services of the requirements of the Program and to obtain from all Subcontracted Services providers a written agreement to comply with all requirements of this Agreement as if that provider is the Recipient. Recipients shall take reasonable steps to monitor the compliance of any providers of Subcontracted Services with the requirements of the Program and this Agreement. Recipients shall immediately report to the State Bar any noncompliance by any providers of Subcontracted Services with the requirements of the Program and/or this Agreement. Recipient assigns to the State Bar all rights that Recipient has or shall acquire to inspect the premises and records of providers of Subcontracted Services to ensure compliance with Program; provided, however, that disclosure of client-identifying information by a provider of Subcontracted Services shall be governed by the provisions of Section 15 above.

County of Inyo – Administration

13. Recipient shall not represent or in any way suggest that it may obligate or pledge the credit of the State of California or of the State Bar.
14. Any notices to be given by either Party to the other must be in writing, and both emailed and delivered personally or by first-class, certified, registered, or overnight mail addressed to the Parties at the addresses stated below:

State Bar: The State Bar of California
180 Howard Street
San Francisco, California 94105-1617

Attention: Doan Nguyen, Program Director
Office of Access & Inclusion
doan.nguyen@calbar.ca.gov

Recipient: County of Inyo – Administration
224 N. Edwards St. , PO Drawer N
Independence, CA 93526
dcarrington@inyocounty.us

Attention: Denelle Carrington
Assistant County Administrator

Each Party may change the notice address appearing above by giving the other Party written notice in accordance with this Section. Such changes in address for purposes of giving notice will be effective two (2) weeks after giving notice of the change in address.

15. This Agreement, together with the Act, S.B. 917, A.B. 107, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, Directives, and Attachment A contains and constitutes the entire agreement between the State Bar and Recipient regarding the State Bar's payment of Equal Access Fund monies to Recipient pursuant to S.B. 101 and supersedes all prior negotiations, representations, or agreements regarding the State Bar's payment of Equal Access Fund monies to Recipient pursuant to S.B. A.B. 107, either written or oral.
16. The Recipient shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State Bar. This Agreement shall be binding upon agents and successors of both Parties.
17. No amendment, alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by both of the Parties.
18. This Agreement was made and entered into by the Parties in the State of California and shall be construed according to the laws of the State of California. Any action or suit brought to interpret, construe, or enforce the provisions of this Agreement shall be commenced in the Superior Court of the State of California, in and for the County of San Francisco.

19. Each Party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that its Directors, Trustees, or similarly empowered persons have read this Agreement, understand it, and agree to be bound by it.
20. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent or waiver by one Party to a breach of this Agreement by the other Party, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any other, different, or subsequent breach. No amendment, consent, or waiver on behalf of the State Bar shall be binding upon the State Bar unless it is executed by the Executive Director of the State Bar or the Executive Director's designee.
21. Each provision of this Agreement shall be separately enforceable, and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.
22. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, together will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email or any other reliable means will be effective for all purposes as delivery of a manually executed original counterpart. Either Party may maintain a copy of this Agreement in electronic form. The Parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile, or printed image) will in all respects be considered an original.

[Signatures Follow]

By executing this Agreement below, the Parties agree to its terms and conditions. This Agreement has been executed and delivered by the duly authorized representatives of State Bar and Recipient as of the date first written above.

STATE BAR OF CALIFORNIA

RECIPIENT

Date: _____

Date: _____

By: _____

By: _____

Aracely Montoya-Chico
Name of State Bar Executive Officer

Denelle Carrington
Print Name of Person Authorized to Sign for Recipient

Chief Financial Officer
Title of State Bar Executive Officer

Assistant County Administrator
Print Title of Person Authorized to Sign for Recipient

Certificate Of Completion

Envelope Id: 9502B6E181124F8F8CA9DB8B9687351B		Status: Sent
Subject: OAI Demo: Grant Agreement (Signature Required)		
Source Envelope:		
Document Pages: 6	Signatures: 0	Envelope Originator:
Certificate Pages: 5	Initials: 0	Trust Fund Program
AutoNav: Enabled		180 Howard Street
Envelopeld Stamping: Enabled		San Francisco, CA 94105
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		trustfundprogram@calbar.ca.gov
		IP Address: 34.197.142.38

Record Tracking

Status: Original	Holder: Trust Fund Program	Location: DocuSign
10/4/2024 10:36:40 AM	trustfundprogram@calbar.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: State Bar of California	Location: DocuSign

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Denelle Carrington Assistant County Administrator		Sent: 10/4/2024 10:36:42 AM
dcarrington@inyocounty.us		Viewed: 10/4/2024 10:48:30 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 10/4/2024 10:48:30 AM		
ID: 82abbc00-fa13-4707-a363-27d78bf42ea4		
Company Name: State Bar of California		
Aracely Montoya-Chico Chief Financial Officer		
procurement@calbar.ca.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

CC Recipient		
trustfundprogram@calbar.ca.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/4/2024 10:36:42 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, State Bar of California (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosures in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide electronically to you through the DocuSign system any required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact State Bar of California:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise State Bar of California of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sunly.yap@calbar.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To withdraw your consent with State Bar of California

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sunly.yap@calbar.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify State Bar of California as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by State Bar of California during the course of your relationship with State Bar of California.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 15, 2024

Reference ID:
2024-680

Disqualification of Apparent Low Bidder for the Walker Creek Bridge Replacement Project

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Kevin Rainbolt, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

- A) Find that, pursuant to Public Contract Code section 5103, the apparent low bidder for the Walker Creek Bridge Replacement Project, MWC Group, Inc. must be disqualified due to mathematical errors;
- B) Find that Steelhead Constructors JV of Redding, CA is the successful bidder for the project; and
- C) Direct the Public Works Director to develop for upcoming Board approval a contract with Steelhead Constructors JV for the Walker Creek Bridge Replacement Project.

BACKGROUND / SUMMARY / JUSTIFICATION:

On August 23, 2024, the County of Inyo performed bid openings for the Walker Creek Road Bridge Replacement Project No. TR-11-019. At that time, the apparent low bidder was MWC Group Inc. ("MWC") at \$2,588,849.00. However, after Public Works performed a closer analysis of MWC's bid, it was discovered that MWC's bid contained numerous mathematical errors. Specifically, in at least three different places in the bid item list from MWC, the unit price and quantity did not match the total price. For example, for "storm water sampling and analysis day," the bid item list provided a quantity of 15. MWC provided a unit price of \$14,000 and a total price of \$14,000, but this does not compute. The total price should equal the unit price times the quantity.

Public Contract Code section 5103 provides bidders who make a mathematical error on their bids the option to withdraw their bid without having to forfeit their bid bond. There is an ample body of court cases that further state that, when a bidder has this option to withdraw their bid, that gives the bidder an unfair advantage over other bidders. See *Menefee v. County of Fresno*, 163 Cal.App.3d 1175 (1985), *Valley Crest Landscaping v. City Council*, 41 Cal.App.4th 1432 (1996), and *MCM Construction v. City & County of San Francisco*, 66 Cal.App.4th 359 (1998). These cases make clear that this rule holds true even if the bidder doesn't choose to exercise their option to withdraw. The logic is that, if a bidder were allowed to either continue with the contracting process or withdraw their bid due to a mathematical error, all bidders would include minor mathematical errors in their bids as a way to give themselves the option to pull out of the project after submitting a bid. This contravenes the goals of the public contracting system. Therefore, public entities are mandated to reject any bid that contains mathematical errors.

Putting aside the legalities of the situation, rejecting bids that contain mathematical errors is generally a wise course of action. Public works projects require a high degree of skill and precision. If a contractor cannot accurately complete a bid item list, that calls into question their attention to detail.

The next lowest bidder on the project was Steelhead Constructors at \$ \$3,354,777. This is \$765,928 higher than MWC's bid, but with federal funding factored in, it represents a cost increase of \$486,963 to Inyo County. Public Works will make up this difference with additional RMRA funding and possible additional federal funding, which will be available for construction performed after April 1, 2025.

Public Works therefore recommends that, pursuant to Public Contract Code section 5103 and associated case law, your Board find that 1) MWC must be disqualified as a bidder on this project due to mathematical errors and 2) Steelhead Constructors is the successful bidder.

FISCAL IMPACT:

Funding Source	Non-General Fund - National Highway Performance Program (NHPP) and Road Maintenance Rehabilitation Account (RMRA)	Budget Unit	034601
Budgeted?	No - budget amendment will be requested with the contract award request	Object Code	5736
Recurrence	Ongoing Expenditure through contract completion	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Possible fiscal impact in the amount of \$486,963 if additional National Highway Performance Funds are not awarded will be covered with Road Maintenance Rehabilitation Funds.
Future Fiscal Year Impacts
Future fiscal year impact depends on what percentage remains for project completion as well as any possible change orders.
Additional Information

Public Works will apply for additional funding to cover the overage in current authorized National Highway Performance Funds, which would be available in April 2025. If additional funding is denied, Public Works will utilize Road Maintenance Rehabilitation Funds.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to direct Public Works to award the construction contract to a bidder other than Steelhead Constructors JV. The Board could also direct Public Works to reject all bids and rebid the project. Neither of these alternatives are recommended. Re-bidding a project generally leads to higher prices, and Steelhead's bid appears appropriate and responsive.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Kevin Rainbolt	Created/Initiated - 10/7/2024
Darcy Ellis	Approved - 10/8/2024
Kevin Rainbolt	Approved - 10/8/2024
Breanne Nelums	Approved - 10/8/2024
Keri Oney	Approved - 10/10/2024
Grace Chuchla	Approved - 10/10/2024
John Vallejo	Approved - 10/10/2024

Amy Shepherd
Michael Errante
Nate Greenberg

Approved - 10/10/2024
Approved - 10/10/2024
Final Approval - 10/10/2024

ATTACHMENTS:

1. MWC Group Bid - Highlighted Math Errors
2. Walker Creek Bridge Tabulation Sheet
3. Steelhead Constructors Bid
4. Walker Bridge Bid Analysis 1&2

**WALKER CREEK ROAD ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT
BID ITEM LIST**

FEDERAL PROJECT NO. BRLO-5948(076)

COUNTY PROJECT NO. TR-11-019

Item No.	Final Pay	Item Code	Item	Estimated Quantity	Unit	Unit Price	Total Price
1		066999	CONSTRUCTION STAKING	LS	LS	\$60,000 ⁰⁰	\$60,000 ⁰⁰
2		100090	RESIDENT ENGINEERS FIELD OFFICE	LS	LS	\$60,000 ⁰⁰	\$60,000 ⁰⁰
3		100100	DEVELOP WATER SUPPLY	LS	LS	\$150,000 ⁰⁰	\$150,000 ⁰⁰
4		100101	FIRE PREVENTION PLAN	LS	LS	\$8,000 ⁰⁰	\$8,000 ⁰⁰
5		120090	CONSTRUCTION AREA SIGNS	LS	LS	\$6,000 ⁰⁰	\$6,000 ⁰⁰
6		120100	TRAFFIC CONTROL SYSTEM	LS	LS	\$15,000 ⁰⁰	\$15,000 ⁰⁰
7		120120	TYPE III BARRICADE	4	EA	\$400 ⁰⁰	\$1,600 ⁰⁰
8		130100	JOB SITE MANAGEMENT	LS	LS	\$13,000 ⁰⁰	\$13,000 ⁰⁰
9		130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LS	\$3,500 ⁰⁰	\$3,500 ⁰⁰
10		130320	STORM WATER SAMPLING AND ANALYSIS DAY	15	EA	\$14,000 ⁰⁰	\$14,000 ⁰⁰
11		130330	STORM WATER ANNUAL REPORT	1	EA	\$3,000 ⁰⁰	\$3,000 ⁰⁰
12		130670	TEMPORARY REINFORCED SILT FENCE	3,690	LF	\$10 ⁰⁰	\$36,900 ⁰⁰
13		130710	TEMPORARY CONSTRUCTION ENTRANCE	2	EA	\$4,000 ⁰⁰	\$4,000 ⁰⁰
14		130900	TEMPORARY CONCRETE WASHOUT	LS	LS	\$5,000 ⁰⁰	\$5,000 ⁰⁰
15		142001	CONTRACTOR SUPPLIED ARCHAEOLOGIST	LS	LS	\$27,000 ⁰⁰	\$27,000 ⁰⁰
16		146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	LS	\$195,000 ⁰⁰	\$195,000 ⁰⁰
17		147001	CONTRACTOR SUPPLIED PALEONTOLOGIST	LS	LS	\$2 ⁰⁰	\$2 ⁰⁰
18		170103	CLEARING AND GRUBBING (LS)	LS	LS	\$13,000 ⁰⁰	\$13,000 ⁰⁰
19		190101	ROADWAY EXCAVATION	2,950	CY	\$30 ⁰⁰	\$88,500 ⁰⁰
20		192003	STRUCTURE EXCAVATION (BRIDGE)	106	CY	\$300 ⁰⁰	\$31,800 ⁰⁰
21	F	193003	STRUCTURE BACKFILL (BRIDGE)	59	CY	\$300 ⁰⁰	\$17,700 ⁰⁰
22	F	198010	IMPORTED BORROW (CY)	3,450	CY	\$25 ⁰⁰	\$86,250 ⁰⁰
23		210350	FIBER ROLLS	3,690	LF	\$9 ⁰⁰	\$33,210 ⁰⁰
24		210430	HYDROSEED	54,000	SQFT	\$0.30	\$16,200 ⁰⁰
25		260203	CLASS 2 AGGREGATE BASE (CY)	1,950	CY	\$105 ⁰⁰	\$204,750 ⁰⁰
26		390132	HOT MIX ASPHALT (TYPE A)	160	TON	\$470 ⁰⁰	\$75,200 ⁰⁰
27	F	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	41	CY	\$2,900 ⁰⁰	\$118,900 ⁰⁰

28	F	510053	STRUCTURAL CONCRETE, BRIDGE	47	CY	\$ 2,900 ⁰⁰	\$ 136,300 ⁰⁰
29	F	510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	40	CY	\$ 2,900 ⁰⁰	\$ 116,000 ⁰⁰
30	F	510085	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE EQ MODIFIED)	29	CY	\$ 2,000 ⁰⁰	\$ 58,000 ⁰⁰
31		511111	DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)(LF)	17	LF	\$ 52 ⁰⁰	\$ 884 ⁰⁰
32		512354	FURNISH PRECAST PRESTRESSED CONCRETE SLAB (TYPE SIV)	1,914	SQFT	\$ 150 ⁰⁰	\$ 287,100 ⁰⁰
33		512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	9	EA	\$ 20,000 ⁰⁰	\$ 80,000 ⁰⁰
34		519091	JOINT SEAL (MR 1 1/2")	66	LF	\$ 400 ⁰⁰	\$ 26,400 ⁰⁰
35	F	520102	BAR REINFORCING STEEL (BRIDGE)	11,081	LB	\$ 3 ⁰⁰	\$ 33,243 ⁰⁰
36	F	520106	BAR REINFORCING STEEL (EPOXY COATED)	38	LB	\$ 15 ⁰⁰	\$ 570 ⁰⁰
37		650026	36" REINFORCED CONCRETE PIPE	56	LF	\$ 250 ⁰⁰	\$ 14,000 ⁰⁰
38		705210	36" CONCRETE FLARED END SECTION	2	EA	\$ 12,000 ⁰⁰	\$ 24,000 ⁰⁰
39		723070	ROCK SLOPE PROTECTION (150 LB, CLASS III, METHOD B) (CY)	3	CY	\$ 90 ⁰⁰	\$ 270 ⁰⁰
40		723080	ROCK SLOPE PROTECTION (60 LB, CLASS II, METHOD B) (CY)	11	CY	\$ 150 ⁰⁰	\$ 1,650 ⁰⁰
41		727001	BOULDERS	12	EA	\$ 300 ⁰⁰	\$ 3,600 ⁰⁰
42		729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	41	SQYD	\$ 20 ⁰⁰	\$ 820 ⁰⁰
43		750035	METAL CATTLE GUARD	1	EA	\$ 23,000 ⁰⁰	\$ 23,000 ⁰⁰
44		782200	OBLITERATE SURFACING	1,360	SQYD	\$ 2 ⁰⁰	\$ 2,720 ⁰⁰
45		803020	REMOVE FENCE	330	LF	\$ 6 ⁰⁰	\$ 1,980 ⁰⁰
46		803210	TEMPORARY DESERT TORTOISE FENCE	3,800	LF	\$ 20 ⁰⁰	\$ 76,000 ⁰⁰
47		839740	CALIFORNIA ST-75 BRIDGE RAIL(MOD)	116	LF	\$ 1300 ⁰⁰	\$ 150,800 ⁰⁰
48		839607	CRASH CUSHION (QUADGUARD M10, TL-2)	4	EA	\$ 31,000 ⁰⁰	\$ 124,000 ⁰⁰
49		999990	MOBILIZATION	LS	LS	\$ 140,000 ⁰⁰	\$ 140,000 ⁰⁰
TOTAL BID AMOUNT:							\$ 2,588,849 ⁰⁰

BID TOTAL (IN NUMBERS): \$

\$ 2,588,849⁰⁰

This foregoing instrument is a true and correct copy of the original on file in this office.

Attest: Aug 23, 20 24 2:14pm
Nathan Greenberg, Administrative Officer
and Clerk of the Board, Inyo County, CA.

By: [Signature], Assistant

BID TOTAL (IN WORDS):

two million five hundred eighty eight thousand eight hundred forty nine dollars and 00 cents

COUNTY OF INYO BID TABULATION

WALKER CREEK ROAD ACROSS LOS ANGELES AQUEDUCT BRIDGE REPLACEMENT PROJECT No. TR-11-019

Bid Opening Date: August 23rd, 2024 3:30 PM

Location: County Admin Building

	BIDDER NAME	Total Bid	Bond	Addendum 1
1.	PAPICH CONSTRUCTION, INC	3,520,000.00	✓	✓
2.	SPIESS CONSTRUCTION	3,773,451. ⁰⁰ 10	✓	✓
3.	JILK HEAVY CONSTRUCTION	3,588,078. ⁵⁰	✓	✓
4.	STEELHEAD CONSTRUCTORS JV	3,354,777. ⁰⁰	✓	✓
5.	MWC GROUP INC	2,588,849. ⁰⁰	✓	✓

Opened By: HAYLEY CARTER

Present: MIKE ERRANTE

KEVIN RAINBOLT



Kenny Beas (Papich)

Scott Tao (Spiess Construction)

MARK BOWER (Papich)

CHRIS LUFTI - MWC

JUSTIN BABCOCK - STEELHEAD

KEVIN M. RAMSTROM - STEELHEAD

KEN ALDRED JILK

**WALKER CREEK ROAD ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT
BID ITEM LIST**

FEDERAL PROJECT NO. BRLO-5948(076)

COUNTY PROJECT NO. TR-11-019

Item No.	Final Pay	Item Code	Item	Estimated Quantity	Unit	Unit Price	Total Price
1		066999	CONSTRUCTION STAKING	LS	LS	\$ 27,500 ⁻	\$ 27,500 ⁻
2		100090	RESIDENT ENGINEERS FIELD OFFICE	LS	LS	\$ 40,000 ⁻	\$ 40,000 ⁻
3		100100	DEVELOP WATER SUPPLY	LS	LS	\$ 25,000 ⁻	\$ 25,000 ⁻
4		100101	FIRE PREVENTION PLAN	LS	LS	\$ 1,000 ⁻	\$ 1,000 ⁻
5		120090	CONSTRUCTION AREA SIGNS	LS	LS	\$ 15,000	\$ 15,000 ⁻
6		120100	TRAFFIC CONTROL SYSTEM	LS	LS	\$ 10,000 ⁻	\$ 10,000 ⁻
7		120120	TYPE III BARRICADE	4	EA	\$ 501	\$ 2,004 ⁻
8		130100	JOB SITE MANAGEMENT	LS	LS	\$ 55,000 ⁻	\$ 55,000 ⁻
9		130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LS	\$ 5,000 ⁻	\$ 5,000 ⁻
10		130320	STORM WATER SAMPLING AND ANALYSIS DAY	15	EA	\$ 700 ⁻	\$ 10,500 ⁻
11		130330	STORM WATER ANNUAL REPORT	1	EA	\$ 1,000 ⁻	\$ 1,000 ⁻
12		130670	TEMPORARY REINFORCED SILT FENCE	3,690	LF	\$ 20 ⁻	\$ 73,800 ⁻
13		130710	TEMPORARY CONSTRUCTION ENTRANCE	2	EA	\$ 3,500 ⁻	\$ 7,000 ⁻
14		130900	TEMPORARY CONCRETE WASHOUT	LS	LS	\$ 7,500	\$ 7,500 ⁻
15		142001	CONTRACTOR SUPPLIED ARCHAEOLOGIST	LS	LS	\$ 7,500 ⁻	\$ 7,500 ⁻
16		146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	LS	\$ 75,000 ⁻	\$ 75,000 ⁻
17		147001	CONTRACTOR SUPPLIED PALEONTOLOGIST	LS	LS	\$ 7,500 ⁻	\$ 7,500 ⁻
18		170103	CLEARING AND GRUBBING (LS)	LS	LS	\$ 15,000 ⁻	\$ 15,000 ⁻
19		190101	ROADWAY EXCAVATION	2,950	CY	\$ 53 ⁻	\$ 156,350 ⁻
20		192003	STRUCTURE EXCAVATION (BRIDGE)	106	CY	\$ 220 ⁻	\$ 23,320 ⁻
21	F	193003	STRUCTURE BACKFILL (BRIDGE)	59	CY	\$ 670 ⁻	\$ 39,530 ⁻
22	F	198010	IMPORTED BORROW (CY)	3,450	CY	\$ 130 ⁻	\$ 448,500 ⁻
23		210350	FIBER ROLLS	3,690	LF	\$ 10 ⁻	\$ 36,900 ⁻
24		210430	HYDROSEED	54,000	SQFT	\$.20	\$ 10,800 ⁻
25		260203	CLASS 2 AGGREGATE BASE (CY)	1,950	CY	\$ 160 ⁻	\$ 312,000 ⁻
26		390132	HOT MIX ASPHALT (TYPE A)	160	TON	\$ 300	\$ 48,000 ⁻
27	F	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	41	CY	\$ 2,500	\$ 102,500 ⁻

28	F	510053	STRUCTURAL CONCRETE, BRIDGE	47	CY	\$ 5,500 ⁻	\$ 258,500 ⁻
29	F	510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	40	CY	\$ 4,500 ⁻	\$ 180,000 ⁻
30	F	510085	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE EQ MODIFIED)	29	CY	\$ 2,500 ⁻	\$ 72,500 ⁻
31		511111	DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)(LF)	17	LF	\$ 100	\$ 1,700 ⁻
32		512354	FURNISH PRECAST PRESTRESSED CONCRETE SLAB (TYPE SIV)	1,914	SQFT	\$ 115 ⁻	\$ 220,110 ⁻
33		512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	9	EA	\$ 25,000 ⁻	\$ 225,000 ⁻
34		519091	JOINT SEAL (MR 1 1/2")	66	LF	\$ 150 ⁻	\$ 9,900 ⁻
35	F	520102	BAR REINFORCING STEEL (BRIDGE)	11,081	LB	\$ 3.50 ^{5.0}	\$ 38,783 ⁵⁰
36	F	520106	BAR REINFORCING STEEL (EPOXY COATED)	38	LB	\$ 17 ⁻	\$ 646 ⁻
37		650026	36" REINFORCED CONCRETE PIPE	56	LF	\$ 260 ⁻	\$ 14,560 ⁻
38		705210	36" CONCRETE FLARED END SECTION	2	EA	\$ 1,600 ⁻	\$ 3,200 ⁻
39		723070	ROCK SLOPE PROTECTION (150 LB, CLASS III, METHOD B) (CY)	3	CY	\$ 600 ⁻	\$ 1,800 ⁻
40		723080	ROCK SLOPE PROTECTION (60 LB, CLASS II, METHOD B) (CY)	11	CY	\$ 555 ⁻	\$ 6,105 ⁻
41		727001	BOULDERS	12	EA	\$ 410 ⁻	\$ 4,920 ⁻
42		729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	41	SQYD	\$ 8.50	\$ 348.50 ^{3.8}
43		750035	METAL CATTLE GUARD	1	EA	\$ 25,000 ⁻	\$ 25,000 ⁻
44		782200	OBLITERATE SURFACING	1,360	SQYD	\$ 5.50	\$ 7,480 ⁻
45		803020	REMOVE FENCE	330	LF	\$ 14 ⁻	\$ 4,620 ⁻
46		803210	TEMPORARY DESERT TORTOISE FENCE	3,800	LF	\$ 23 ⁻	\$ 87,400 ⁻
47		839740	CALIFORNIA ST-75 BRIDGE RAIL(MOD)	116	LF	\$ 1,500 ⁻	\$ 174,000 ⁻
48		839607	CRASH CUSHION (QUADGUARD M10, TL-2)	4	EA	\$ 30,000 ⁻	\$ 120,000 ⁻
49		999990	MOBILIZATION	LS	LS	\$ 335,000 ⁻	\$ 335,000 ⁻
TOTAL BID AMOUNT:							\$ 3,354,777

BID TOTAL (IN NUMBERS): \$

3,354,777

BID TOTAL (IN WORDS):

Three million three hundred fifty-four thousand seven hundred seventy seven and $\frac{00}{100}$

WALKER CREEK ROAD ACROSS LOS ANGELES AQUEDUCT

Project No. **FED BRLQ-5948(076)**

Project Manager Kevin Rainbolt

				Engineers Estimate			Steelhead Construction			MWC Group Inc.		
Item No.	Item Code	Item Description	Unit	Quantity	Estimated Unit Price	Total	Quantity	Estimated Unit Price	Total	Quantity	Estimated Unit Price	Total
1	066999	CONSTRUCTION STAKING	LS	1	\$ 50,000.00	\$ 50,000.00	1	\$ 27,500.00	\$ 27,500.00	1	\$ 60,000.00	\$ 60,000.00
2	100090	RESIDENT ENGINEERS FIELD OFFICE	LS	1	\$ 75,000.00	\$ 75,000.00	1	\$ 40,000.00	\$ 40,000.00	1	\$ 60,000.00	\$ 60,000.00
3	100100	DEVELOP WATER SUPPLY	LS	1	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00	\$ 25,000.00	1	\$ 150,000.00	\$ 150,000.00
4	100101	FIRE PREVENTION PLAN	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 1,000.00	\$ 1,000.00	1	\$ 8,000.00	\$ 8,000.00
5	120090	CONSTRUCTION AREA SIGNS	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 15,000.00	\$ 15,000.00	1	\$ 6,000.00	\$ 6,000.00
6	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 10,000.00	\$ 10,000.00	1	\$ 15,000.00	\$ 15,000.00
7	120120	TYPE III BARRICADE	EA	4	\$ 150.00	\$ 600.00	4	\$ 501.00	\$ 2,004.00	4	\$ 400.00	\$ 1,600.00
8	130100	JOB SITE MANAGEMENT	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 55000.00	\$ 55,000.00	1	\$ 13,000.00	\$ 13,000.00
9	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 3,500.00	\$ 3,500.00
10	130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	15	\$ 600.00	\$ 9,000.00	15	\$ 700.00	\$ 10,500.00	15	\$ 14,000.00	\$ 14,000.00
11	130330	STORM WATER ANNUAL REPORT	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 1,000.00	\$ 1,000.00	1	\$ 3,000.00	\$ 3,000.00
12	130670	TEMPORARY REINFORCED SILT FENCE	LF	3690	\$ 15.00	\$ 55,350.00	3690	\$ 20.00	\$ 73,800.00	3690	\$ 10.00	\$ 36,900.00
13	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	\$ 4,800.00	\$ 9,600.00	2	\$ 3,500.00	\$ 7,000.00	2	\$ 4,000.00	\$ 4,000.00
14	130900	TEMPORARY CONCRETE WASHOUT	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 7,500.00	\$ 7,500.00	1	\$ 5,000.00	\$ 5,000.00
15	142001	CONTRACTOR SUPPLIED ARCHAEOLOGIST	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 7,500.00	\$ 7,500.00	1	\$ 27,000.00	\$ 27,000.00
16	146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	1	\$ 110,000.00	\$ 110,000.00	1	\$ 75,000.00	\$ 75,000.00	1	\$ 195,000.00	\$ 195,000.00
17	147001	CONTRACTOR SUPPLIED PALEONTOLOGIST	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 7,500.00	\$ 7,500.00	1	\$ 2.00	\$ 2.00
18	170103	CLEARING AND GRUBBING (LS)	LS	1	\$ 72,000.00	\$ 72,000.00	1	\$ 15,000.00	\$ 15,000.00	1	\$ 13,000.00	\$ 13,000.00
19	190101	ROADWAY EXCAVATION	CY	2950	\$ 80.00	\$ 236,000.00	2950	\$ 53.00	\$ 156,350.00	2950	\$ 30.00	\$ 88,500.00
20	F 192003	STRUCTURE EXCAVATION (BRIDGE)	CY	106	\$ 320.00	\$ 33,920.00	106	\$ 220.00	\$ 23,320.00	106	\$ 300.00	\$ 31,800.00
21	F 193003	STRUCTURE BACKFILL (BRIDGE)	CY	59	\$ 300.00	\$ 17,700.00	59	\$ 670.00	\$ 39,530.00	59	\$ 300.00	\$ 17,700.00
22	198010	IMPORTED BORROW (CY)	CY	3450	\$ 45.00	\$ 155,250.00	3450	\$ 130.00	\$ 448,500.00	3450	\$ 25.00	\$ 86,250.00
23	210350	FIBER ROLLS	LF	3690	\$ 4.00	\$ 14,760.00	3690	\$ 10.00	\$ 36,900.00	3690	\$ 9.00	\$ 33,210.00
24	210430	HYDROSEED	SOFT	54000	\$ 0.30	\$ 16,200.00	54000	\$ 0.20	\$ 10,800.00	54000	\$ 0.30	\$ 16,200.00
25	260203	CLASS 2 AGGREGATE BASE (CY)	CY	1950	\$ 95.00	\$ 185,250.00	1950	\$ 160.00	\$ 312,000.00	1950	\$ 105.00	\$ 204,750.00
26	390132	HOT MIX ASPHALT (TYPE A)	TON	160	\$ 380.00	\$ 60,800.00	160	\$ 300.00	\$ 48,000.00	160	\$ 470.00	\$ 75,200.00
27	F 510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	41	\$ 1,500.00	\$ 61,500.00	41	\$ 2,500.00	\$ 102,500.00	41	\$ 2,900.00	\$ 118,900.00
28	F 510053	STRUCTURAL CONCRETE, BRIDGE	CY	47	\$ 3,200.00	\$ 150,400.00	47	\$ 5,500.00	\$ 258,500.00	47	\$ 2,900.00	\$ 136,300.00
29	F 510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	40	\$ 3,600.00	\$ 144,000.00	40	\$ 4,500.00	\$ 180,000.00	40	\$ 2,900.00	\$ 116,000.00
30	F 510085	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE EQ MODIFIED)	CY	29	\$ 2,800.00	\$ 81,200.00	29	\$ 2,500.00	\$ 72,500.00	29	\$ 2,000.00	\$ 58,000.00
31	511111	DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)(LF)	LF	17	\$ 100.00	\$ 1,700.00	17	\$ 100.00	\$ 1,700.00	17	\$ 52.00	\$ 884.00
32	512354	FURNISH PRECAST PRESTRESSED CONCRETE SLAB (TYPE SIV)	SOFT	1914	\$ 140.00	\$ 267,960.00	1914	\$ 115.00	\$ 220,110.00	1914	\$ 150.00	\$ 287,100.00
33	512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	9	\$ 12,000.00	\$ 108,000.00	9	\$ 25,000.00	\$ 225,000.00	9	\$ 20,000.00	\$ 80,000.00
34	519091	JOINT SEAL (MR 1 1/2")	LF	66	\$ 100.00	\$ 6,600.00	66	\$ 150.00	\$ 9,900.00	66	\$ 400.00	\$ 26,400.00
35	F 520102	BAR REINFORCING STEEL (BRIDGE)	LB	11081	\$ 2.70	\$ 29,918.70	11081	\$ 3.50	\$ 38,783.50	11081	\$ 3.00	\$ 33,243.00
36	F 520106	BAR REINFORCING STEEL (EPOXY COATED)	LB	38	\$ 10.00	\$ 380.00	38	\$ 17.00	\$ 646.00	38	\$ 15.00	\$ 570.00
37	650026	36" REINFORCED CONCRETE PIPE	LF	56	\$ 260.00	\$ 14,560.00	56	\$ 260.00	\$ 14,560.00	56	\$ 250.00	\$ 14,000.00
38	705210	36" CONCRETE FLARED END SECTION	EA	2	\$ 2,500.00	\$ 5,000.00	2	\$ 1,600.00	\$ 3,200.00	2	\$ 12,000.00	\$ 24,000.00
39	723070	ROCK SLOPE PROTECTION (150 LB. CLASS III, METHOD B) (CY)	CY	3	\$ 500.00	\$ 1,500.00	3	\$ 600.00	\$ 1,800.00	3	\$ 90.00	\$ 270.00
40	723080	ROCK SLOPE PROTECTION (60 LB. CLASS II, METHOD B) (CY)	CY	11	\$ 250.00	\$ 2,750.00	11	\$ 555.00	\$ 6,105.00	11	\$ 150.00	\$ 1,650.00
41	727001	BOULDERS	EA	12	\$ 500.00	\$ 6,000.00	12	\$ 410.00	\$ 4,920.00	12	\$ 300.00	\$ 3,600.00
42	729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SOYD	41	\$ 60.00	\$ 2,460.00	41	\$ 8.50	\$ 348.50	41	\$ 20.00	\$ 820.00
43	750035	METAL CATTLE GUARD	EA	1	\$ 30,000.00	\$ 30,000.00	1	\$ 25,000.00	\$ 25,000.00	1	\$ 23,000.00	\$ 23,000.00
44	782200	OBLITERATE SURFACING	SOYD	1360	\$ 3.60	\$ 4,896.00	1360	\$ 5.50	\$ 7,480.00	1360	\$ 2.00	\$ 2,720.00
45	803020	REMOVE FENCE	LF	330	\$ 20.00	\$ 6,600.00	330	\$ 14.00	\$ 4,620.00	330	\$ 6.00	\$ 1,980.00
46	803210	TEMPORARY DESERT TORTOISE FENCE	LF	3800	\$ 25.00	\$ 95,000.00	3800	\$ 23.00	\$ 87,400.00	3800	\$ 20.00	\$ 76,000.00
47	839740	CALIFORNIA ST-75 BRIDGE RAIL(MOD)	LF	116	\$ 675.00	\$ 78,300.00	116	\$ 1500.00	\$ 174,000.00	116	\$ 1,300.00	\$ 150,800.00
48	839607	CRASH CUSHION (QUADGUARD M10, TL-2)	EA	4	\$ 25,000.00	\$ 100,000.00	4	\$ 30,000.00	\$ 120,000.00	4	\$ 31,000.00	\$ 124,000.00
49	999990	MOBILIZATION	LS	1	\$242,715.47	\$ 242,715.47	1	\$ 335,000.00	\$ 335,000.00	1	\$ 140,000.00	\$ 140,000.00
				SUBTOTAL CONTRACT		\$ 2,669,870.17			\$ 3,354,777.00			\$ 2,588,849.00



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 15, 2024

Reference ID:
2024-812

Claim for Damages Filed by County Retiree Kelley Williams, Related to Alleged Loss of Retirement Benefits, Alleged Unpaid Overtime, and Alleged Penalties County Administrator - Risk Management ACTION REQUIRED

ITEM SUBMITTED BY

Aaron Holmberg, Risk Manager

ITEM PRESENTED BY

Aaron Holmberg, Risk Manager

RECOMMENDED ACTION:

- A) Deny the claim filed by County retiree Kelley Williams, related to alleged loss of retirement benefits, alleged unpaid overtime, and alleged penalties; and
- B) Direct the Risk Manager, in consultation with County Counsel, to send notice to the claimant of the denial.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County typically handles claims at the staff level, but the amount in question requires it be addressed by your Board. Any substantive discussion of this claim may later be conducted in closed session, should that become necessary, but suffice it to say that we disagree with the substance of the claim and the characterization of the County staff involved.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could take no action at this time and allow the claim to be rejected as a matter of law once one year passes. This is not advised due to a potential year-long impact on reserves.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

John Vallejo

Created/Initiated - 10/10/2024

Aaron Holmberg
Darcy Ellis
John Vallejo
Nate Greenberg

Approved - 10/10/2024
Approved - 10/10/2024
Approved - 10/10/2024
Final Approval - 10/10/2024

ATTACHMENTS:

1. Claim Form



CLAIM AGAINST THE COUNTY OF INYO

(Government Code Section 910 et seq.; Inyo County Code chapter 1.28)

Submit claim in person or mail to Board Clerk:

In Person: 224 N. Edwards St, Independence, CA 93526

Mail: PO Box N, Independence, CA 93526

☒ New Claim

☐ Amended

* = REQUIRED

RECEIVED

OCT 02 2024

INYO COUNTY RISK MGMT.
For Date Received Stamp Only

1.* Claimant's Name and Home Address

Kelley M. Williams

City [REDACTED] State [REDACTED] Zip [REDACTED]
Home [REDACTED] Cell [REDACTED]
Phone [REDACTED]

2.* Send Official Notices and Correspondence to

Jason P. Williams, Esq.

9466 Black Mountain Road, Suite 115

City San Diego State CA Zip 92126
Home (619) 346-4263 Cell [REDACTED] Work [REDACTED]
Phone [REDACTED]

3. Claimant's Date of Birth

[REDACTED]

4. Are you a Medicare Beneficiary?

☐ Yes ☐ No

Medicare HICN/SSN [REDACTED]

5. Claimant Vehicle License Plate #, VIN, Make, Model, Mileage, and Year

N/A

6.* Date of Incident

Continuing and ongoing

7. Time of Incident

N/A

8.* Address and/or Description of Incident Location

County of Inyo

9.* Basis of Claim. Describe in detail all facts and circumstances of the incident. Identify all persons, entities, property, and County departments involved. Describe why you believe the County is responsible for the alleged injury, property damage, or loss.

Loss of retirement benefits caused by the County of Inyo

Unpaid overtime

See attached correspondence and calculation sheet

Names of Involved County Employees and/or Departments, if known

1.) Sue Dishion, Assistant County Administrator, County of Inyo - Consolidated Office Building, 1360 N. Main Street, Bishop, CA 93514, Tel: 760.878.0291

2.) Denelle Carrington, Senior Budget Analyst, County of Inyo - Administrative Center, 224 N. Edwards Street, Independence, CA 93526, Tel: 760.878.0262

3.) Kortni Girardin, Payroll Manager, County of Inyo - Main Campus Courthouse, 168 N. Edwards Street, Independence, CA 93526, Tel: 760.878.0257

10.* Description of Claimant's injury, property damage, or loss

Loss of retirement benefits caused by the County of Inyo

Unpaid overtime

*Calculation in #11 is based on current and present day
and are continuing and ongoing. Damage calculation does
not include amounts for further interest, penalties, costs,
and attorney's fees.

11.* Amount of Claimant's property damage or loss and method of computation. Attach supporting documentation.

ITEMS

Past lost benefits \$ 12,059.00

Future loss benefits \$ 89,135.00

Unpaid overtime \$ 177,478.00

Penalty \$ 11,054.00

TOTAL AMOUNT \$ 289,726.00

Court Jurisdiction: ☐ Limited (up to \$25,000)

☒ Unlimited (over \$25,000)

12. Witness Names (if any)

Address

Phone

1.) Sue Dishion, Assistant County Administrator, County of Inyo - Consolidated Office Building, 1360 N. Main Street, Bishop, CA 93514, Tel: 760.878.0291

2.) Denelle Carrington, Senior Budget Analyst, County of Inyo - Administrative Center, 224 N. Edwards Street, Independence, CA 93526, Tel: 760.878.0262

3.) Kortni Girardin, Payroll Manager, County of Inyo - Main Campus Courthouse, 168 N. Edwards Street, Independence, CA 93526, Tel: 760.878.0257

Section 72 of the Penal Code states: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or district board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is punishable either by imprisonment in the county jail for a period of not more than one year, by a fine of not exceeding one thousand dollars (\$1,000), or by both such imprisonment and fine, or by imprisonment in the state prison, or by a fine not exceeding ten thousand dollars (\$10,000), or by both such imprisonment and fine."

13.*

Signature of Claimant or Representative

Jason P. Williams, Esq.

Print Name

October 1, 2024

Date

Attorney for Claimant

Relationship to Claimant



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 15, 2024

Reference ID:
2024-625

Approval of Purchase Sale and Related Agreements for the Acquisition of the Bishop-Sunland, Independence, and Lone Pine Landfills from the City of Los Angeles Department of Water and Power

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

- A) Amend the Fiscal Year 2024-2025 Preliminary Budget, Recycling & Waste Management Budget 045700 as follows: Increase appropriation in the Land object code 5600 by \$465,965 (4/5ths vote required);
- B) Approve the Agreement of Purchase and Sale of Real Property and Escrow Instructions between the County of Inyo and the Los Angeles Department of Water and Power;
- C) Approve the Water Exchange Agreement between the County of Inyo and the Los Angeles Department of Water and Power;
- D) Approve the Amendment to the Agreement to Transfer the Lone Pine Town Water System;
- E) Approve the Amendment to the Agreement to Transfer the Independence Town Water System;
- F) Approve the Initial Study / Mitigated Negative Declaration applicable to the approvals of the above agreements and amendments; and
- G) Authorize the County Administrative Officer to sign the agreements and amendments and take all related necessary actions.

BACKGROUND / SUMMARY / JUSTIFICATION:

After more than a decade of effort, Inyo County is poised to enter into a Purchase Agreement with the Los Angeles Department of Water and Power (LADWP) for the parcels encompassing the existing municipal waste disposal facilities known as Bishop-Sunland, Independence, and Lone Pine landfills (collectively referred to as the Landfills). This item is being brought to your Board for consideration following nearly two years of negotiation and collaborative effort between County Administration and LADWP leadership which is ultimately aimed at reconciling long-standing landlord-tenant issues with these properties.

The voluntary sale of the Landfills does not include water rights, and restricts future use of the properties for the continuance of existing landfill operations. However, included in the purchase agreements is a Water Exchange Agreement for Bishop-Sunland Landfill which allows for continued access to LADWP-supplied water for the operation of that facility. Further, the agreements provide for the acquisition of

easements in Independence and Lone Pine which would enable future construction of water supply from the town water systems in those communities to those respective landfills. Should the County elect to carry out these projects at a future date, the waterlines would allow the County to discontinue the current practice of trucking water to the Landfills. While this will not result in a net change in water usage, there are operational improvements which could be realized.

Finally, the acquisition of the landfills will allow the County to renew expired permits with CalRecycle for landfill operations, and have complete control over the sites for the future of these operations.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045700
Budgeted?	Yes - if approve the budget amendment	Object Code	5600
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

The total purchase cost for the three landfills is \$465,965, which represents the price for the Properties (\$462,365) and the Easements (\$3,600). This amount is fully accounted for in County funds.

Future Fiscal Year Impacts

N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

This item requests your consideration and approval by your Board on a number of related elements. As such, there are a multitude of alternatives and associated consequences, which are outlined below:

Your Board could choose not to approve the purchase agreements. This is not recommended given that these documents are the result of a significant amount of effort and negotiation over the last year-and-a-half, on the heels of many years of effort (including litigation). The terms represented in the agreements are consistent with the expectations of both agencies, and are not likely to be modified beyond their current set. Further, this acquisition will resolve the long-standing landlord-tenant issues between the County and LADWP, and associated complications in complying with regulatory agency requirements for the landfill operations.

Your Board could also choose to deny the Mitigated Negative Declaration (MND) and declare the matter exempt from the California Environmental Quality Act (CEQA). This is not recommended given the CEQA litigation history of the County's prior efforts to acquire the landfills with a CEQA Exemption. Your Board could further choose to approve the MND with additional conditions of approval. This is not advised, as the County worked closely with experts in the field to prepare this document, which was subsequently made available for public review and comment. During this time, no substantive comments were received that would have resulted in necessary changes to the draft document.

Your Board could further choose to continue this matter to a future date, and in doing so, provide specific direction to staff regarding requests for additional information or analysis as needed.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Los Angeles Department of Water & Power; Public Works - Recycling and Waste Management; Environmental Health; CalRecycle; California State Water Board

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Highest and Best use of Property
High Quality Services | Improved County Facilities

APPROVALS:

Nate Greenberg	Created/Initiated - 9/5/2024
Darcy Ellis	Approved - 9/5/2024
Cap Aubrey	Approved - 9/5/2024
Denelle Carrington	Approved - 9/5/2024
John Vallejo	Approved - 9/5/2024
Amy Shepherd	Approved - 9/5/2024
Nate Greenberg	Final Approval - 9/5/2024

ATTACHMENTS:

1. Final Initial Study - Mitigated Negative Declaration - Inyo Landfill Acquisition
2. Amendment to Agreement to Transfer the Independence Town Water System
3. Amendment to Agreement to Transfer the Lone Pine Town Water System
4. LADWP-Inyo Bishop-Sunland Landfill Water Exchange Agreement
5. Landfills Purchase and Sale Agreement

FINAL INITIAL STUDY / MITIGATED NEGATIVE DECLARATION
PURCHASE OF THREE PARCELS FROM THE CITY OF LOS ANGELES BY INYO COUNTY, WITHOUT WATER RIGHTS, FOR CONTINUED OPERATION OF BISHOP-SUNLAND, INDEPENDENCE, AND LONE PINE LANDFILLS



PREPARED FOR:
INYO COUNTY DEPARTMENT OF PUBLIC WORKS



AUGUST 2024

Page intentionally left blank
(for double-sided printing)

NOTE TO REVIEWERS OF THE FINAL MITIGATED NEGATIVE DECLARATION
PURCHASE OF THREE PARCELS FROM THE CITY OF LOS ANGELES BY INYO COUNTY,
WITHOUT WATER RIGHTS, FOR CONTINUED OPERATION OF BISHOP-SUNDLAND,
INDEPENDENCE, AND LONE PINE LANDFILLS

The Final Initial Study (IS) and Mitigated Negative Declaration (MND) for the Purchase of Three Parcels from the City of Los Angeles by Inyo County, without water rights, for continued operation of Bishop-Sunland, Independence, and Lone Pine Landfills, was 2024051344 for public review from June 1, 2024, to June 31, 2024 (State Clearinghouse [SCH] No. 2017061003). During the 30-day public review period, two comment letters were received. Appendix F contains the public noticing materials, comment letters, and responses to individual comments.

MINOR REVISIONS OR CLARIFICATIONS TO THE TIERED IS/MND

Responses to the two comment letters provide additional clarification and expand on project-specific analyses. No substantial revisions to Draft IS/MND were required as a result of the comments on the Draft IS/MND that would require recirculation per the requirements of Section 15070 of the California Environmental Quality Act (CEQA) Guidelines. Nevertheless, the Final IS/MND has been revised in ~~strikeout~~ and underline to incorporate the following clarifications to the proposed Project and the associated impact analyses.

The Lahontan Regional Water Quality Control Board (LRWQCB) raised issues related to Was Discharge Requirements (WDR) reviews, groundwater exchange, Low Impact Development (LID) strategies, and compliance with the Clean Water Act (CWA). In response to these comments Inyo County incorporated additional language to clarify the proposed Project as well as the County's standard best management practices.

The California Department of Resources Recycling and Recovery (CalRecycle) requested that Inyo County clarify terminology related to California Code of Regulations (CCR) Titles 14 and 27. Additionally, CalRecycle noted that the Solid Waste Facility Permits (SWFP) must be revised to reflect a change in ownership pursuant to 27 CCR Section 21630. In response to these comments Inyo County incorporated additional language to clarify the proposed Project as well as the County's responsibilities related to the CCR, Title 27.

In accordance with Section 15097 of the CEQA Guidelines, a Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the proposed project. The MMRP is included as Appendix G of the Final IS/MND.

Page intentionally left blank
(for double-sided printing)

CONTENTS

Project Description and CEQA Summary	i
Mitigated Negative Declaration	iii
Acronyms and Abbreviations	v
1.0 Project Overview	1
1.1 Introduction	1
1.2 Use of the Initial Study / Mitigated Negative Declaration	1
2.0 Project Background	2
2.1 Need for Project	2
2.2 CEQA Background	3
2.3 Notice of Preparation and Public Scoping Input	5
3.0 Detailed Project Description	6
3.1 Definition of Parcels	7
3.2 Agreement for Continued Use of LADWP Supply Well for Bishop-Sunland Landfill Operations	8
3.3 Definition of Easements for Waterlines	9
3.4 Update of Solid Waste Facility Permits	10
3.5 Other Regulatory Compliance Activities	11
4.0 Environmental Setting	13
4.1 Climate	13
4.2 Air Quality	13
4.3 Topography, Geology, and Soils	14
4.4 Hydrology	14
4.5 Vegetation Communities	15
4.6 Wildlife	15
4.7 Special-Status Species	15
4.8 Cultural and Tribal Resources	15
5.0 Evaluation of Environmental Impacts	19
5.1 Methodology	19
5.2 Environmental Factors Potentially Affected	20
5.3 Environmental Impacts Checklist and Discussion	21
I. Aesthetics	21
II. Agriculture and Forestry Resources	22
III. Air Quality	23
IV. Biological Resources	24
V. Cultural Resources	27
VI. Energy	28
VII. Geology and Soils	29

VIII.	Greenhouse Gas Emissions	31
IX.	Hazards and Hazardous Materials	31
X.	Hydrology and Water Quality	33
XI.	Land Use and Planning	36
XII.	Mineral Resources	37
XIII.	Noise	37
XIV.	Population and Housing	39
XV.	Public Services	39
XVI.	Recreation	40
XVII.	Transportation	40
XVIII.	Tribal Cultural Resources	41
XIX.	Utilities and Service Systems	43
XX.	Wildfire	45
XXI.	Mandatory Findings of Significance	46
6.0	References	47

LIST OF TABLES

Table 1	Summary of Established and New Mitigation Measures
Table 2	Existing Facility Conditions

LIST OF FIGURES

Figure 1	Site Locations
Figure 2	Proposed Parcel Map - Bishop-Sunland Landfill Acquisition
Figure 3	Proposed Parcel Map - Independence Landfill Acquisition
Figure 4	Tentative Waterline Easement Map, Independence Landfill
Figure 5	Proposed Parcel Map - Lone Pine Landfill Acquisition
Figure 6	Tentative Waterline Easement Map, Lone Pine Landfill

LIST OF APPENDICES

Appendix A	LADWP Memo: Evaluation of Pumping Inyo County Yard Well to Replace the Well Used at Bishop Landfill - May 2023
Appendix B	National Wetland Inventory Maps
Appendix C	California Natural Diversity Database (CNDDB) Query Tables and Maps
Appendix D	Earthquake Fault Zone Maps
Appendix E	Summary of Archaeological Survey October 2023
<u>Appendix F</u>	<u>Response to Comments</u>
<u>Appendix G</u>	<u>Mitigation, Monitoring, and Reporting Program</u>

PROJECT DESCRIPTION AND CEQA SUMMARY

Project title:	PURCHASE OF THREE PARCELS FROM THE CITY OF LOS ANGELES BY INYO COUNTY, WITHOUT WATER RIGHTS, FOR CONTINUED OPERATION OF BISHOP-SUNLAND, INDEPENDENCE, AND LONE PINE LANDFILLS
Lead agency name and address:	Inyo County 168 North Edwards Street Independence, CA 93526
Contact person and telephone number:	Ms. Rebecca Graves Operations Analyst, County Administration Project Management Office (760) 878-0423 Rebecca.Graves@InyoCounty.us
Project location:	<p>Inyo County (County) is proposing the acquisition of three existing public solid waste facilities near the City of Bishop and the communities of Independence and Lone Pine – the Bishop-Sunland Landfill, Independence Landfill, and Lone Pine Landfill (collectively referred to as the Landfills). The County currently operates the Landfills pursuant to leases from the Los Angeles Department of Water and Power (LADWP). The County would purchase the three properties for the purpose of continued municipal waste management. The City of Los Angeles would retain the water rights associated with each of the three properties. In addition to the acquisition of the Independence Landfill and the Lone Pine Landfill, easements and construction of waterlines are proposed to connect the Independence and Lone Pine Landfills to the nearby town water systems. The proposed Project also involves water exchange with LADWP which will<u>would</u> supply water to the Bishop-Sunland Landfill and the amount of water supplied will<u>would</u> be replaced by the County from a well located at 701 S. Main Street in Bishop, CA.</p> <p>The Bishop-Sunland Landfill, operated by the County since at least 1955, is located on a 120-acre site 2 miles southwest of Bishop, and has an unlined disposal footprint covering 78 acres. The Independence Landfill, operated by the County since at least 1965, is located on a 90-acre site south of Independence. The Lone Pine Landfill, operated by the County since at least 1965, is located on approximately 60 acres southeast of the unincorporated community of Lone Pine. All three landfills are operated by the County subject to oversight and permits by the Inyo County Environmental Health Department (ICEHD), serving as the Local Enforcement Agency (LEA), the California Department of Resources Recycling and Recovery (CalRecycle), the Lahontan Regional Water Quality Control Board (LRWQCB), and the Great Basin Unified Air Pollution Control District (GBUAPCD).</p> <p>Facility addresses and permit identification numbers are listed below:</p> <p>BISHOP-SUNLAND CLASS III LANDFILL 110 Sunland Reservation Road Bishop, CA 93514 SWFP Facility Number 14-AA-0005 Waste Discharge Requirements: RWQCB Order No. 6-01-34, WDID No. 6B140300002</p> <p>INDEPENDENCE CLASS III LANDFILL End of Dump Road Independence, CA 93526 SWFP Facility Number 14-AA-0004 Waste Discharge Requirements: RWQCB Order No. 6-95-116, WDID No. 6B140300004</p>

	<p>LONE PINE CLASS III LANDFILL End of Substation Road Lone Pine, CA 93545 SWFP Facility Number 14-AA-0003 Waste Discharge Requirements: Board Order No. 6-95-70, WDID No. 6B140300006</p> <p>See attached Location Map and Site Facility Plans for each of the three subject properties.</p>
Project sponsor's name and address:	<p>Fred Aubrey Inyo County Public Works Recycling and Waste Management 1360 N. Main Street Bishop, CA 93514 E-mail: faubrey@inyocounty.us</p>
General plan description:	<p>The General Plan Land Use Element designates the Project sites, including the Landfills and the proposed easements, as "Public Facilities." Landfill operation at the sites is consistent with this designation. Continued operation of these sites as landfills are also consistent with the County Solid Waste Management Plan and the Countywide Siting Element.</p>
Zoning:	<p>The zoning classifications of the Landfills are Public Use (P) and Open Space (OS-40), which conditionally permits existing operations at the Landfills.</p>
Description of project:	<p>The proposed Project would involve the acquisition of the three parcels on which the Landfills are located (without water rights) for continued operation of the Bishop-Sunland, Independence, and Lone Pine Landfills. The acquisition would include the existing site facilities, transfer of ownership from LADWP to Inyo County, continued long-term operation of the Landfills for municipal waste management purposes, minor and routine updates to the solid waste facilities permits, and compliance with applicable laws, regulations, and permits for solid waste facilities. The proposed Project would also include an exchange of water between Inyo County and LADWP for continued use of the existing water source at the Bishop-Sunland Landfill, the acquisition of an easement to allow for the connection of the Independence Landfill and a proposed alignment of a new waterline to connect the Lone Pine Landfill to the nearby town water system. The proposed Project also includes the construction of the waterlines in the easements to allow the County to discontinue the current practice of trucking water from the town water systems to the Landfills, but the water source for the Independence and Lone Pine Landfills would remain the same.</p>
Surrounding land uses and setting:	<p>The Independence and Lone Pine Landfills are surrounded by mostly undeveloped land, the Bishop-Sunland Landfill has adjacent agricultural, industrial uses and businesses including a salvage yard, mining of aggregate and decomposed granite, and road construction staging yards.</p>
Other public agencies whose approval is required (e.g., permits, financial approval, or participation agreements):	<p>With the proposed acquisition of the three properties by the County, continued operation of each of these essential public facilities would be continued by the County, in compliance with current and future applicable laws and regulations, currently under the authority of three primary permitting agencies: 1) ICEHD, serving as LEA; 2) CalRecycle; and 3) LRWQCB. A voluntary sale of the landfill properties to the County requires consent and approval by the Board of Water and Power Commissioners of the City of Los Angeles and the Los Angeles City Council.</p>

MITIGATED NEGATIVE DECLARATION

Pursuant to: Division 13, Public Resources Code:

Inyo County (County) proposes to enter into a Purchase Agreement with the Los Angeles Department of Water and Power, for the parcels encompassing the existing municipal waste disposal facilities known as Bishop-Sunland, Independence, and Lone Pine Landfills (collectively referred to as the Landfills). The voluntary sale and purchase of the Landfills would not include water rights, and would restrict future use of the properties for the continuance of existing landfill operations. The purchase agreements would include a water exchange agreement for Bishop-Sunland Landfill and the acquisition of easements in Independence and Lone Pine for the construction of water supply lines from the town systems to the Landfills. The construction of the waterlines would allow the County to discontinue the current practice of trucking water from the town systems to the Landfills, but the water source for the Independence and Lone Pine Landfills would remain the same.

DETERMINATION

The County prepared this Initial Study (IS) / Mitigated Negative Declaration (MND) for the proposed Project, and following public and agency review, has determined that these activities would not have a significant effect on the environment based on the following findings:

- The proposed Project would have no impact on: Agriculture and Forest Resources, Energy, Population and Housing, Public Services, Recreation, and Transportation and Traffic.
- The proposed Project would have a less than significant impact on: Aesthetics, Air Quality, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Utility and Services Systems, Wildfire, and the Mandatory Findings of Significance.
- With the implementation of newly defined mitigation measures, the proposed Project would have an impact of "Less than Significant with New Mitigation Incorporated" on Biological Resources, Cultural Resources and Tribal Cultural Resources.

On the basis of this initial evaluation, as authorized representative of Inyo County, acting as CEQA Lead Agency for this proposed project:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. Therefore, a MITIGATED NEGATIVE DECLARATION has been prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on

attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT (EIR) or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Nate Greenburg
County Administrator
County of Inyo

Date Signed

ACRONYMS AND ABBREVIATIONS

°F	degrees Fahrenheit
AB	Assembly Bill
AFY	acre-feet per year
Cal-OSHA	California Occupational Safety and Health Administration
CalRecycle	California Department of Resources Recycling and Recovery
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CAAQS	California Ambient Air Quality Standards
CAP	Climate Action Plan
CAPCOA	California Air Pollution Control Officers Association
CARB	California Air Resources Board
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CCR	California Code of Regulations
CHRIS	California Historical Resources Inventory System
CNDDDB	California Natural Diversity Database
DPW	Department of Public Works
EIC	Eastern Information Center
EIR	Environmental Impact Report
ERI	Environmental Resources International
GHG	greenhouse gas
GBUAPCD	Great Basin Unified Air Pollution Control District
HHW	Household Hazardous Waste
ICC	Inyo County Code
ICEHD	Inyo County Environmental Health Department
IS	Initial Study
JTD	Joint Technical Document
kV	Kilovolt
LADWP	Los Angeles Department of Water & Power
LEA	Local Enforcement Agency
LFG	Landfill Gas
MCL	Maximum Contaminant Level
MMBtu	Metric Million British Thermal Unit
MRP	Monitoring and Reporting Program
MSW	Municipal Solid Waste
LRWQCB	Lahontan Regional Water Quality Control Board
MND	Mitigated Negative Declaration
MM	Mitigation Measure
MRP	Monitoring and Reporting Programs
MSW	Municipal Solid Waste

MT/yr CO ₂ e	metric tons per year of carbon dioxide equivalent
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NOP	Notice of Preparation
NPDES	<u>National Pollutant Discharge Elimination System</u>
PCPCMP	Preliminary Closure and Post-Closure Maintenance Plans
PM ₁₀	particulate matter less than 10 micrometers in diameter
PRC	Public Resources Code
SCE	Southern California Edison
SIP	State Implementation Plan
SMARA	Surface Mining and Reclamation Act
SWFP	Solid Waste Facilities Permit
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	<u>State Water Resources Control Board</u>
USEPA	U.S. Environmental Protection Agency
USGS	U.S. Geological Survey
USFWS	U.S. Fish and Wildlife Service
VOC	volatile organic compound
WDID	Waste Discharge Identification Number
WDR	Waste Discharge Requirements
WOO	<u>Water Quality Order</u>

1.0 PROJECT OVERVIEW

1.1 INTRODUCTION

Inyo County (County) has prepared this Initial Study (IS) in accordance with the California Environmental Quality Act (CEQA), for evaluation of potential environmental impacts related to Inyo County's proposed purchase of three properties from the City of Los Angeles Department of Water and Power (LADWP) without water rights for continued long-term operation of the Bishop-Sunland, Independence, and Lone Pine Landfills (collectively referred to as the Landfills) for continued municipal waste management purposes.

These three existing Class III Landfills have been operated by the County Department of Public Works (DPW) for decades under leases from the LADWP and are the only active landfill facilities currently serving the City of Bishop, the communities of Big Pine, Independence, and Lone Pine, and unincorporated areas of the Owens Valley. In order to ensure an effective, long-term waste management program in compliance with applicable permits, laws, and regulations, the County proposes to purchase the three properties on which the Landfills are located from LADWP. The purchase ~~will~~ would not include the water rights associated with the properties.

1.2 USE OF THE INITIAL STUDY / MITIGATED NEGATIVE DECLARATION

Inyo County prepared this Initial Study/Mitigated Negative Declaration (IS/MND) for use by the Inyo County Board of Supervisors during its consideration of entering into a Purchase Agreement with the Los Angeles Department of Water and Power (LADWP) for three parcels currently being leased for municipal solid waste purposes, near the communities of Bishop, Independence, and Lone Pine. In addition to review by the County, as Lead Agency, this IS/MND is intended to meet the review requirements of LADWP to sell the parcels, as well as for the use by agencies responsible for environmental compliance monitoring of the Landfills.

2.0 PROJECT BACKGROUND

The Bishop-Sunland Landfill, operated by the County since at least 1955, is located on a 120-acre site approximately 2 miles southwest of the City of Bishop, and has an unlined disposal footprint covering 78 acres. The Independence Landfill, operated by the County since at least 1965, is located on a 90-acre site south of Independence, with an unlined disposal footprint of approximately 15 acres. The Lone Pine Landfill, operated by the County since at least 1965, is located on approximately 60 acres southeast of the unincorporated community of Lone Pine, with an unlined disposal footprint of approximately 26 acres. All three landfills are operated by the County subject to oversight and permits by the Inyo County Environmental Health Department (ICEHD), serving as the Local Enforcement Agency (LEA), the California Department of Resources Recycling and Recovery (CalRecycle), the Lahontan Regional Water Quality Control Board (LRWQCB), and the Great Basin Unified Air Pollution Control District (GBUAPCD). The three subject landfills are located on property owned by the Los Angeles Department of Water and Power (LADWP), under lease to Inyo County.

To ensure an effective, long-term waste management program in compliance with applicable permits, laws and regulations, the County proposes to purchase the three properties on which the Landfills are located from LADWP. The proposed purchase would not include the water rights associated with the properties. The environmental review presented herein focuses on the transfer of ownership of the three properties, re-permitting of the Landfills for continued operation without expansion of use, an exchange of water between the County and LADWP for the Bishop-Sunland Landfill coming from and used in the same general area, the purchase of easements to allow for connection to town water systems at the Independence Landfill and the Lone Pine Landfill, the construction of a waterline within the easements to connect the Independence town water system to Independence Landfill to provide water for landfill operation uses, and the construction of a waterline within the easement to connect the Lone Pine town water system to Lone Pine Landfill to provide water for landfill operation uses. The County currently trucks water from the town water systems to the Independence and Lone Pine Landfills. Construction of the waterlines would allow the County to continue to use the same water source, but to discontinue trucking.

2.1 NEED FOR PROJECT

The Integrated Waste Management Act of 1989 requires counties to adopt county-wide waste management plans that, among other things, provide for at least 15 years of capacity for the disposal or transformation of solid waste generated within the County that cannot be reduced, recycled or composted. The County currently operates the three landfills on three properties owned by LADWP near the City of Bishop and the communities of Lone Pine and Independence.

The County evaluated viable alternatives to continuing to lease the properties from LADWP, to ensure that the County can maintain financially sustainable and environmentally sound means of waste disposal for the County and its residents. The primary alternatives included the purchase of the three properties, condemnation of the properties to allow for the acquisition of the parcels with water rights, or closure of one or more of the facilities. Closure of the facilities was deemed to be infeasible and resulting in a greater environmental impact, due to the lack of available land suitable for siting of a new landfill, prohibitively expensive costs of hauling all waste out of the area, and environmental impacts of building a new facility. Following the evaluation of alternatives and coordination with LADWP, the County is proposing a voluntary purchase of the properties on which

the Landfills are located, without water rights, for the long-term operation of the existing Landfills. The County is also proposing the acquisition of easements to allow for connection to town water systems at the Independence Landfill and using the existing road right of way to connect the Lone Pine Water System to the Lone Pine Landfill.

2.2 CEQA BACKGROUND

In 1999, three Mitigated Negative Declarations (MNDs) were prepared (Environmental Resources International [ERI] 1999) and adopted by Inyo County for the operation of the Landfills. These MNDs evaluated the environmental issue areas identified in the CEQA IS Checklist (Appendix G of the CEQA Guidelines) in effect at the time, thus are formally incorporated into this IS/MND by reference. Mitigation measures were identified for the following topics: Geology and Soils, Noise, Hazards and Hazardous Materials, and Hydrology and Water Quality. These mitigation measures have been summarized in Table 1 and are currently being implemented by the County as a part of routine operation of the Landfills.

CEQA Guidelines Section 15378 provides the following definition of a project:

(a) "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and that is any of the following:

(1) An activity directly undertaken by any public agency including but not limited to public works construction and related activities clearing or grading of land, improvement to existing public structures, enactment and amendment of zoning ordinances, and the adoption and amendment of local General Plans or elements thereof pursuant to Government Code Sections 65100-65700.

(2) An activity undertaken by a person which is supported in whole or in part through public agency contacts, grants subsidies, or other forms of assistance from one or more public agencies.

(3) An activity involving the issuance to a person of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.

The term "project" refers to the whole of an action and to the underlying physical activity being approved, not to each government approval (CEQA Guidelines Section 15378[c]). Thus, even if the Lead Agency needs to grant more than one approval for a project, only one CEQA document should be prepared. Similarly, if more than one government agency must grant an approval, only one CEQA document should be prepared. This approach ensures that responsible agencies granting later approvals can rely on the lead agency's CEQA document.

The CEQA Guidelines define a project under CEQA as "the whole of the action" that may result either directly or indirectly in physical changes to the environment. This broad definition is intended to provide the maximum protection of the environment. In general, if an activity or facility is necessary for the operation of a project, or necessary to achieve the project objectives, or a reasonably foreseeable consequence of approving the project, then it should be considered an integral project component that should be analyzed within the environmental analysis. The project description should include all project components, including those that will have to be approved by Responsible Agencies.

CEQA case law has established the following general principles on project segmentation for different project types:

- For a phased development project, even if details about future phases are not known, future phases must be included in the project description if they are a reasonably foreseeable consequence of the initial phase and will significantly change the initial project or its impacts. *Laurel Heights Improvement Association v Regents of University of California* (1988) 47 Cal. 3d 376.
- For modification of a permit for an existing facility, the scope of the project description can be limited to the scope of the permit modification and does not cover the entire facility. *Citizens for East Shore Parks v. State Lands Commission* (2011) 202 Cal.App.4th 549.

The proposed Project, which would be subject to new discretionary approvals by the County as Lead Agency, include the acquisition of the properties on which the Landfills are located through a voluntary purchase and sale agreement with LADWP, minor and routine updates to regulatory documents and permits, a water exchange for continued use of the existing water source at the Bishop-Sunland Landfill, the acquisition of easements, and the extension of town water systems to the Independence and Lone Pine Landfills to replace the trucking of water to supply the facilities. CEQA requires that the whole of the action, and any foreseeable direct or indirect impacts to the environment, to be considered and evaluated for significance with appropriate mitigation measures to be applied where applicable and feasible to reduce the impacts.

No expansion of the Landfills or major operational changes in landfill operations that would result in new physical changes to the environment are included as a part of the proposed Project. The proposed change of property ownership would allow the County to continue to operate these essential public facilities with minor revisions to its Solid Waste Facilities Permits (SWFPs) in accordance with applicable laws and regulations. However, it is recognized that the water exchange related to the Bishop-Sunland Landfill, the construction of waterlines within easements acquired from the City of Los Angeles, and the continued operation of the Landfills as solid waste disposal sites without appropriate mitigation measures, could have adverse impacts on the environment over time. The County is committed to responsible stewardship of the Landfills, and eventual closure and reclamation activities in accordance with applicable laws governing landfills in California.

As part of the current IS and Environmental Checklist presented herein, the previously established mitigation measures for the ongoing landfill operations are described (see Table 1) and evaluated to determine whether they adequately reduce potential impacts to a less-than-significant level. Where necessary, new mitigation measures have been developed to ensure that there are no new significant impacts as a result of the proposed Project.

Potential impacts related to acquisition of easements and the construction of waterlines within the easements for connection of the landfills in Independence and Lone Pine to the town water systems are also evaluated as a part of the proposed Project. It is anticipated that the waterlines would be constructed in existing roads or road shoulders, thus minimizing potential impacts. Detailed plans for the waterline connections and extensions to the landfills in Independence and Lone Pine have not yet been developed or evaluated, as they would be constructed in the future as part of a separate public works project. Analysis of the environmental impacts of obtaining the easements, and the impact of trenching for the new waterlines, has been included to the extent foreseeable based on the information available at the time of this report.

2.3 NOTICE OF PREPARATION AND PUBLIC SCOPING INPUT

The County initiated the environmental impact analysis for this project, with the publication of a Notice of Preparation (NOP) and Notice of Public Scoping Meeting for a Draft Environmental Impact Report (EIR), on February 1, 2022. In addition to distribution to the State Clearinghouse and publication to a public Inyo County website, the NOP was sent directly to eight tribal governments inviting formal Tribal Consultation and was sent directly to all responsible and associated agencies identified.

A Public Scoping Meeting, outlining the proposed Project and facility details, was held by the County on February 24, 2022, and an extended public comment period was opened until March 18, 2022. Although some agencies and members of the public attended the public scoping meeting, written scoping comments were only received from CalRecycle, the Native American Heritage Commission (NAHC), and the Big Pine Tribe Environmental Office.

After considering input received during the public scoping period, the Project Description was expanded upon to better ensure the associated CEQA documentation would consider the whole of the action and all related activities with the potential to impact the environment. These efforts included preliminary definition of the parcels to be acquired, evaluation of the mechanism and details of the land transfer, review of regulatory permit requirements and on-going compliance efforts, review of the adequacy of existing mitigation measures, review of whether the proposed Project would have adequate water supply as proposed, and review of CEQA IS Checklist categories and case law that were added since the previous environmental review for these facilities.

Due to the complexity of the individual elements of the proposed Project, many of which were previously analyzed as part of the ongoing facility permitting, and to ensure incorporation of environmental impact analysis scoping comments by the public, local Tribes and the Responsible Agencies involved, a detailed Project Description and CEQA IS Checklist was prepared after the Public Scoping Meeting and public comment period. The Final IS (State Clearinghouse [SCH] No. 2022020028) was published in July 2022, and was also distributed directly to responsible agencies and interested parties on August 26, 2022.

Following the publication of the July 2022 IS, revisions to the previous Project Description and IS were initiated. The originally proposed project involved acquisition of the Landfills, with water rights, to allow for groundwater supply wells to be installed for necessary landfill operations and compliance. Now, the County and LADWP propose to execute a voluntary purchase and sale of the properties and the easements to the County, without water rights, with property use restricted in the deeds to municipal waste management. It is anticipated that LADWP would concurrently approve purchase and sale agreements for each of the landfill properties and certain rights for Inyo County to extend the town water systems to the Independence and Lone Pine Landfills. Revisions to the Project Description and IS are discussed in further detail herein.

On June 1, 2024 Inyo County opened the 30-day review period for the Draft Initial Study / Mitigated Negative Declaration. Comments were received from CalRecycle and LRWQCB and have been provided in Appendix F. Inyo County responses to the comments have been incorporated into this document and addressed directly as a part of Appendix F.

3.0 DETAILED PROJECT DESCRIPTION

The County has operated three existing landfills near the City of Bishop and the communities of Independence and Lone Pine for over 50 years, to provide legally mandated and essential waste disposal services to the public. The County and LADWP have proposed a voluntary purchase and sale of the three landfills, without water rights, and the easements for the extension of the town water systems to the Independence and Lone Pine Landfills to the County, and to exchange water with the County for the operation of the Bishop-Sunland Landfill. The County would continue to use and operate the Landfills for municipal solid waste disposal purposes in accordance with permit requirements, and in compliance with current and future laws and regulations regarding municipal waste facilities in California. The County does not intend to change the general use of the properties at issue from their existing uses. However, general operations may be modified as required to comply with regulatory requirements set forth by Public Resources Code, Division 30; California Code of Regulations (CCR) Title 14; CCR Title 27; SWFPs issued by CalRecycle; Waste Discharge Requirements (WDRs) issued by the RWQCB; and other applicable local, state, and federal regulations. At the Bishop-Sunland Landfill, the County would continue to utilize the LADWP well on the adjacent LADWP property for operational purposes, but would enter into a water exchange agreement to trade an equivalent amount of water from its road yard located at 701 South Main Street in Bishop. All groundwater pumped by the County to replace water supplied to the Bishop-Sunland Landfill ~~will~~would be used by LADWP on City of Los Angeles-owned lands on the Bishop Cone, as required by the Hillside Decree and the Inyo County/Los Angeles Long Term Water Agreement.

Also, the County would construct waterlines within the easements to connect the Independence and Lone Pine facilities with the town water systems. The Independence waterline includes the purchase of a new easement across LADWP property. Upon completion of the connections, the County would cease its current practice of trucking water from the town water systems to the two facilities.

The continued operation of unlined Class III Landfills, by nature of the land use and types of wastes accepted, have the potential to cause significant environmental impacts. However, landfill operation in California is highly regulated, and use is predictable due to a required long-term planning horizon. Even after a landfill site is formally closed according to its Preliminary Closure and Post-Closure Maintenance Plans (PCPCMP), a 30-year post-closure monitoring and maintenance period is required. The SWFPs, PCPCMPs, and WDRs all provide substantial protections, in the form of permit conditions, to help address potential environmental impacts. In addition, with the proposed transfer of property ownership, the County would be able to streamline and complete many compliance efforts in progress.

With the proposed acquisition of the three properties by the County, operation of each of these essential public facilities ~~will~~would continue to be in general compliance with all applicable laws and regulations, currently under the authority of three primary permitting agencies:

1. Inyo County Environmental Health Department (ICEHD), serving as the Lead Enforcement Agency (LEA);
2. California Department of Resources, Recycling and Recovery (CalRecycle); and
3. Lahontan Regional Water Quality Control Board (LRWQCB).

Compliance with these permitting agencies, and an update of permit documents to reflect the County as the landowner and operator of the facilities, is anticipated to include the following:

- Description of the parcels proposed for acquisition, to include the existing leased facility areas and the existing facility components, including the landfill gas (LFG) and groundwater monitoring well networks for each facility required by CCR Title 27, and current WDRs.
- Update of the recently approved PCPCMPs for each landfill, for approval by the LEA and CalRecycle.
- Update of the Joint Technical Document (JTD) / Report of Disposal Site Information for each landfill.
- Preparation of a Solid Waste Facilities Permit Revision (or modification) Application for each of the three landfills, for submittal to the LEA, CalRecycle, and the LRWQCB. Revisions to the Solid Waste Facilities Permits would reflect a change in ownership pursuant to 27 CCR Section 21630, for processing by the LEA.
- Revision of WDRs with the LRWQCB to reflect property transfer and current Evaluation Monitoring Program (Lone Pine Landfill) and Corrective Action Program (Bishop-Sunland Landfill).
- Continuation of LFG monitoring and reporting according to Title 27 requirements, groundwater monitoring and reporting according to current Monitoring and Reporting Programs (MRPs), and continued implementation of Evaluation Monitoring and Corrective Action Monitoring programs.
- Continued monitoring and operation of the septage ponds, contaminated soil landfarm, asbestos disposal area, waste oil disposal and recycling facilities, and waste diversion programs according to permit and WDR requirements.

Most of the above referenced technical documents are recently updated, and only minor changes to reflect ownership change, or additions to comply with regulatory requirements, are anticipated. The current permitting documents for each site describe the operations and permit requirements in detail (Geo-Logic Associates 2022, 2023).

3.1 DEFINITION OF PARCELS

In order to acquire these properties, the County has developed tentative parcel maps subject to review and formal parcel definition in a Record of Survey. Proposed acquisition boundaries are shown on Proposed Parcel Maps presented on Figures 2, 3, and 5 for the Bishop-Sunland, Independence and Lone Pine Landfills, respectively. All three landfills are currently designated as OS-40 and/or Public. OS-40 designations conditionally permit landfill operations. The County intends to acquire only the portions of the Landfill Properties necessary for operations. The following activities are anticipated based on review of existing parcels, zoning, and land use designations, but are subject to change based on approval processes for sale of real estate by LADWP and the terms of the purchase agreement which is currently under development.

At Bishop-Sunland Landfill, the historically leased parcel includes the landfill, subleases to Bishop Waste Disposal Eastern Sierra Propane and a vacant lot to the east of the landfill. Proposed boundaries for the parcel to be purchased from LADWP are shown on a Proposed Parcel Map presented on Figure 2. The proposed landfill parcel boundary would generally follow the former landfill lease footprint, but it is proposed that the Bishop Waste Disposal and Eastern Sierra Propane areas would be excluded, for a parcel size of 118.53 acres. Access agreements or

easements would be defined for the off-site monitoring wells, which are currently accessed and maintained through license agreements with LADWP. These off-site wells include two down-gradient wells immediately adjacent to the landfill on the East, as well as two up-gradient/background monitoring wells located in or in close proximity to the Browns Salvage lease on the southwest side of the Bishop Landfill. The details of the purchase agreement would not include water rights or allow the development of on-site groundwater sources, and would restrict the use of the property to municipal waste management activities. The existing water supply well, across Sunland Indian Reservation Drive to the north, would continue to be utilized by the County to supply water for dust control and operational purposes at the Bishop-Sunland Landfill, but would be outside the parcel boundaries and would continue to be owned by LADWP. It is anticipated that as part of the sale of the Bishop-Sunland Landfill the County would exchange water with LADWP in an equivalent quantity consumed at the landfill site from a separate nearby location owned by the County. The details of this agreement are pending, but the quantity of water would be less than 7 acre-feet per year (AFY), and the traded quantity would be used by LADWP in the same general "Bishop Cone" area.

The proposed parcel boundaries for the Independence Landfill are shown on a Tentative Parcel Map presented on Figure 3. The proposed landfill parcel boundary would generally follow the former landfill lease footprint but is proposed to exclude the Inyo County Road Department pit and mixing table area to the West, for a modified parcel size of 50.89 acres (pending final Record of Survey). It is also anticipated that the purchase agreement would include an easement within which a waterline would be constructed to connect the Independence Landfill with the Independence Town Water System, which would allow for sale of the landfill parcel without water rights, yet still ensure the County has the ability to provide adequate water supply from the existing water source for dust control, sanitation, and other necessary landfill operational uses. The proposed future route of the water system connection is shown in Figure 4.

The proposed parcel boundaries for the Lone Pine Landfill are shown on a Tentative Parcel Map presented on Figure 5. The proposed landfill parcel boundary would follow the existing landfill lease boundary (60.57 acres) and ~~will~~ would require that an access agreement or easement be defined for the off-site monitoring well to the east of the site, as shown in Figure 5. It is also anticipated that the purchase agreement would include an easement or right-of-way alignment within which a waterline would be constructed to connect the Lone Pine Landfill with the Lone Pine Town Water System, which would allow for sale of the landfill parcel without water rights, yet still ensure Inyo County has the ability to provide adequate water supply from the existing water source for dust control, sanitation, and other necessary landfill operational uses. The proposed future route of the water system connection is shown in Figure 6.

3.2 AGREEMENT FOR CONTINUED USE OF LADWP SUPPLY WELL FOR BISHOP-SUNLAND LANDFILL OPERATIONS

Bishop-Sunland Landfill is currently supplied by an LADWP Agriculture well, located immediately across Sunland Indian Reservation Road (see Figure 2). The well is currently plumbed under Sunland Indian Reservation Road, where it reaches the landfill and supplies water trucks for dust-control, as well as other operational uses. The Bishop-Sunland Landfill is estimated to require approximately 7 AFY of groundwater for operational purposes.

As part of the proposed sale agreement, the County and LADWP have agreed that continued use of the supply well would be contingent on the County replacing an equivalent amount of groundwater

back into the LADWP ditch and aqueduct system. The water used at the Bishop-Sunland Landfill would be replaced using a nearby well located in one of the County's yards, approximately 1.5 miles north of the landfill. The water from this well would be delivered via the North Indian Ditch and the Bishop Creek Canal to Owens River. Potential impacts from this proposed water exchange agreement were evaluated by LADWP using their groundwater model for the Owens Valley and found to be insignificant. The results of that evaluation are provided in Appendix A - Evaluation of Pumping Inyo County Yard Well to Replace the Water Used at Bishop Landfill (LADWP 2023). All groundwater pumped by the County to replace water supplied to the Bishop-Sunland Landfill ~~will~~ would be used by LADWP on City of Los Angeles-owned lands on the Bishop Cone, as required by the Hillside Decree and the Inyo County/Los Angeles Long Term Water Agreement.

3.3 DEFINITION OF EASEMENTS FOR WATERLINES

As these properties would be sold voluntarily to Inyo County from LADWP, without water rights, the proposed Project also includes the establishment of a water line alignment in Lone Pine and purchase of easements along existing roads in Independence and Lone Pine, for extension of the town water systems to the respective landfills.

Tentative waterline easement maps are provided in Figures 4 and 6. The precise location and limits of the easements would be determined by Record of Survey and in the Purchase Agreement with LADWP, but are proposed to be approximately 6 feet wide, along existing road shoulders.

The waterline easement for Independence Landfill, depicted on Figure 4, would extend from the existing waterline at Parcel 002-160-05, across Parcel 002-160-08, along the shoulder of Mazourka Canyon Road, down the centerline of existing (dirt) Independence Dump Road, for a total length of approximately 7,551 feet (1.43 miles). The easement details would be subject to change based on future engineering design, but disturbance is proposed to be limited to existing road shoulders and dirt roads, to avoid impacts related to construction or trenching in undisturbed ground. If undisturbed ground is determined to be impacted, care would be taken to avoid sensitive biological or cultural/tribal resources. As described further in Section IV, *Biological Resources* and Section V, *Cultural Resources* this would involve pre-construction surveys and avoidance.

The waterline easement for Lone Pine Landfill, depicted on Figure 6, would extend from the existing waterline at the intersection of E. Inyo Street and Line Street, along the shoulder of Sub Station Road, for a total length of approximately 7,494 feet (1.42 miles). The alignment details would be subject to change based on future engineering design, but disturbance is proposed to be limited to existing road shoulders to avoid impacts related to construction or trenching in undisturbed ground. If undisturbed ground is determined to be impacted, care would be taken to avoid sensitive biological or cultural/tribal resources. As described further in Section IV, *Biological Resources* and Section V, *Cultural Resources* this would involve pre-construction surveys and avoidance.

In addition, Inyo County would assure that permits required by the State Water Resources Control Board (SWRCB) or LRWQCB are obtained prior to waterline construction activities. The required permits may include the following:

- a. Land disturbance of more than 1 acre may require a Clean Water Act (CWA), Section 402(p) Storm Water Permit, including a National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit, Water Quality Order (WOO) 2022-0057-DWQ, obtained from the SWRCB, or individual storm water permit obtained from the LRWQCB.

- b. Streambed alteration and/or discharge of fill material to a surface water may require a CWA, section 401 water quality certification for impacts to federal waters (waters of the U.S.), or dredge and fill waste discharge requirements for impacts to non-federal waters, both issued by the LRWQCB.

No waterline easement is necessary for the Bishop-Sunland Landfill, as the Purchase Agreement would include continued use of the existing Landfill Supply Well, located across Sunland Indian Reservation Road in parcel 013-020-12 (see Figure 2). In exchange for continued use of the existing supply well, Inyo County would trade LADWP an equivalent amount of unimpacted groundwater each year, pumped from a County-owned property in Bishop.

3.4 UPDATE OF SOLID WASTE FACILITY PERMITS

The SWFPs for the three sites are reviewed for updates and adequacy every 5 years. This 5-year review is conducted by the ICEHD, acting as LEA, and is subject to review and concurrence by CalRecycle. The SWFP for Bishop-Sunland Landfill was renewed in 2017, and the 5-year review was initiated in 2022. No permit revisions are currently anticipated for the Bishop-Sunland Landfill, unless directed by the LEA, CalRecycle, or the LRWQCB as part of that 5-year review and determination.

No lateral expansion of the landfill site capacities is proposed, as Title 27 requires the waste disposal in unlined waste management units to be contained to the established waste footprint. The total site capacities are subject to correction with updated site topographic surveys, or redesign of grading and closure plans, but major changes or expansion of site capacities are not anticipated.

As previously described, an expansion of the landfill facilities is not part of the proposed Project; however, the remaining disposal capacity and associated site life and estimated closure year are recalculated frequently. Current Existing Facility Conditions, including permit components and waste in place, are summarized in Table 2. The estimated closure years for these three facilities, assuming current and projected waste disposal rates and soil cover ratios, are 2066 for Bishop-Sunland Landfill, 2044 for Independence Landfill, and 2053 for Lone Pine Landfill, equating to site life estimates of 21 to 43 years (Geo-Logic Associates 2023c). These updated site life estimates are based on projected organic waste reduction as required by Senate Bill (SB) 1383, and as recently described in the Status Impact Reports prepared by Geo-Logic Associates in compliance with the new regulation. These estimates and the approved PCPCMPs would be updated, as necessary. The approved Closure Plans would then be implemented, requiring installation of approved final cover material and post-closure maintenance and monitoring for a 30-year post-closure period. The County is required to provide financial assurances that cover closure activities as well as foreseeable corrective action activities. This mandatory long-term planning horizon, and obligation by the County to operate, close, and monitor these landfill sites for over six decades, reinforces the County's motivation to own the landfill parcels.

The periodic review and revision of SWFPs also includes update of the PCPCMP and JTD/Report of Disposal Site Information for each of these sites, subject to review and approval by CalRecycle and the LRWQCB. Proposed SWFP modifications are reviewed for significant impacts under CEQA during each of the 5-year permit review and revision cycles. Although the current project does not propose an expansion to the landfill sites or operations, it does include a renewal of the SWFPs for Independence and Lone Pine Landfills.

The changes to these two SWFPs are summarized below.

Independence Landfill – The modifications proposed in the SWFP Review Application in 2023 include the following:

- Reflect current operating days and hours: 2 days per week, Thursdays and Sundays, 7:30am to 3:30pm, exclusive of holidays;
- Update the total permitted capacity to reflect accurate survey data and match the approved PCPCMP;
- Change the maximum waste disposal rate from a daily maximum tonnage to a weekly maximum tonnage to allow more flexibility for disposal over the two operating days per week, and allow for occasional spikes in disposal rates (e.g., due to construction or demolition projects);
- Update site life calculations, fill sequencing and closure date to reflect current waste-in-place, soil ratios and disposal rates, as well as updating the topographical base maps; and
- Add types of waste accepted and other minor changes to reflect current operations and new regulatory activities.

Lone Pine Landfill – The modifications proposed in the SWFP Review Application in 2023 include the following:

- Reflect current operating days and hours: 5 days per week, Thursday through Monday, 7:30am to 3:30pm, exclusive of holidays;
- Update the total permitted capacity to reflect accurate survey data and match the approved PCPCMP;
- Change the maximum waste disposal rate from a daily maximum tonnage to a weekly maximum tonnage to allow more flexibility for disposal over the five operating days per week, and allow for occasional spikes in disposal rates (e.g., due to construction or demolition projects);
- Update site life calculations, fill sequencing and closure date to reflect current waste-in-place and disposal rates, as well as updating the topographical base maps; and
- Add types of waste accepted and other minor changes to reflect current operations and new regulatory activities.

If the current 5-year permit review processes identify necessary revisions to the SWFPs or JTDs, these changes would be reviewed for compliance under CEQA.

3.5 OTHER REGULATORY COMPLIANCE ACTIVITIES

Other regulatory compliance activities that are anticipated to be continued, or revised if required by the responsible regulatory agency, are the following:

- Operation and maintenance of LFG extraction systems at Bishop-Sunland Landfill, according to the approved Corrective Action Plan (CAP). Emissions monitoring (and filter changeout as necessary) of the carbon filters according to Permits to Operate issued by the GBUAPCD.
- Monitoring of LFG perimeter probes at each of the Landfills, in accordance with Title 27. Exceedance of 5 percent by volume of methane at any perimeter probe requires notification to the LEA and CalRecycle, with potential corrective action, as necessary.

- Quarterly or semi-annual groundwater monitoring and reporting, according to current WDRs and MRPs issued by the LRWQCB for each of the Landfills. These WDRs dictate evaluation monitoring and corrective action procedures if impacts to groundwater are observed, and the County plans to continually comply with, and update these WDRs as necessary to reduce impacts from landfilled waste to groundwater beneath the facilities.
- Implementation of recycling, diversion, and household hazardous waste disposal programs to prevent these materials from being landfilled.
- Control of windblown trash through daily cover operations, wind fences, and other measures as dictated by the LEA and/or CalRecycle.
- Dust control through application of water to roads and active working faces, as necessary or as dictated by the GBUAPCD. It is anticipated that the current practice of trucking water onto the site for Independence and Lone Pine Landfill operations would continue until the town water systems are extended to provide water from the town water systems to supply these two landfills.
- Revisions to the Sampling and Analysis Plans for Contaminated Soil Landfarm and Septage Ponds at the Bishop-Sunland Landfill, to maintain compliance with the WDRs and MRP for the site, as is currently being required by the LRWQCB. The County is also separately evaluating potential improvements to the septage ponds at the Bishop-Sunland Landfill. septage ponds to maintain compliance and mitigate potential impacts to the environment. If required, improvements to these septage ponds would be considered a separate project and evaluated as such pursuant to the requirements of CEQA.

4.0 ENVIRONMENTAL SETTING

4.1 CLIMATE

The Owens Valley is characterized by hot, dry summers with temperatures as high as 107 degrees Fahrenheit (°F) and moderately cold winter lows of 2 °F. The Sierra Nevada Mountains cast a rain shadow resulting in low precipitation over the area. Above 10,000 feet, the majority of precipitation falls as snow and averages 30 inches (in snow-water equivalent). In the Owens Valley, average precipitation is 4 to 6 inches; in the White Mountains and Inyo Mountains precipitation ranges from 7 to 10 inches. Most precipitation falls between December and February.

4.2 AIR QUALITY

Air quality in a given location is determined by the concentration of various pollutants in the atmosphere. Specific geographic areas are classified as either *attainment*, *maintenance*, or *nonattainment* for each criteria pollutant based on a comparison of measured air quality data with relevant federal and state air quality standards. *Attainment* areas include areas that meet the relevant primary or secondary ambient air quality standards for each criteria pollutant, while *nonattainment* areas include areas that do not meet the standards or that otherwise contribute to or affect ambient air quality in nearby areas that are not in *attainment*. A *nonattainment* area can reach *attainment* when a State Implementation Plan (SIP) has been adopted and National Ambient Air Quality Standards (NAAQS) have been met. During this time, the area is designated as *maintenance* area from the effective date of the SIP for a probationary period of two consecutive ten-year terms. The County, which is located in the GBUAPCD, is designated as a *nonattainment* area in the Owens Dry Lake area, which includes both the Lone Pine and Independence Landfills, for particulate matter less than 10 micrometers in diameter (PM₁₀) (U.S. Environmental Protection Agency [USEPA] 2018). All other criteria pollutants are currently within *attainment* (USEPA 2018). The air basin at the Bishop-Sunland Landfill is in compliance with all state ambient air quality standards.

Periodic application of water to site surfaces is the only method of dust control currently employed at the three sites. A water truck stationed at the landfills are utilized on an as needed basis to sprinkle site surfaces and roads to suppress dust generation. At Bishop-Sunland, water is obtained from an on-site well, at Independence and Lone Pine water is obtained from local town water system production wells and trucked onto the landfills. The local town water system supply wells would continue to be used at Independence and Lone Pine as part of this proposed Project, however, the waterlines ~~will~~would be extended from the town supply systems to both the Independence and Lone Pine Landfills.

LFGs are also vented to the atmosphere, after filtration and removal of volatile organic compounds (VOCs), at Bishop-Sunland under GBUAPCD Permits to Operate No. 1691-00-15, No. 1692-00-15, and No. 1560-02-23 (GBUAPCD 2015, 2023). The three permits require monthly monitoring of influent and effluent concentrations of VOCs at the active LFG extraction systems to maintain compliance with permit conditions.

4.3 TOPOGRAPHY, GEOLOGY, AND SOILS

Bishop-Sunland –The project site is situated on an alluvial fan elevated approximately 130 feet above the floor of the Owens Valley and the fan slopes gently with an east to northeast aspect. Surface soils consist of sands with gravel and silt, with increasing clay content and cemented hardpan at depth. Layers of clay and silt in excess of 10 feet thick are noted in the stratigraphic profiles of the site. Tuff bedrock is located at depths ranging between 150 and 200 feet below ground surface. Known significant mineral resources have not been identified at the site.

A geologic fault considered to have been active during Holocene time has been identified north of the site. Based on surface topography, the same fault (a branch of the Owens Valley Fault Zone) is projected to traverse through the landfill site, though its exact location has not been identified (Geologic Associates 2019, 2021). Earthquake Fault Zone Maps are provided in Appendix D.

Independence – Sedimentary soils primarily composed of sands, gravels and silts underlie the Independence Landfill. The site is located at the toe of a broad, gently sloping alluvial fan elevated approximately 160 feet above the Owens Valley Floor. Site soils have been classified as well graded sand with gravel and silt. Permeability ranges between moderate to high. The modified proposed boundary at the Independence Landfill excludes areas adjacent to, and to the west of the landfill that are used for mineral extraction (Road Department borrow pit). Although these areas are currently part of the LADWP lease to the County, they are not proposed to be part of the voluntary sale by LADWP to the County for landfill operational purposes. A portion of the current lease is subject to reclamation requirements under the Surface Mining and Reclamation Act (SMARA), so the sale of the Independence Landfill would also include a modification of the SMARA boundary by the Inyo County Planning Department (based on a meeting with Inyo County Planning Department on May 19, 2023).

Lone Pine – The site is located on an east-sloping shallow alluvial fan at the western edge of the Owens River floodplain, elevated approximately 65 feet above the river. Underlying soils consist of a well-graded sand with gravel, silt, and clay. Layers of sandy clay have been identified in stratigraphic profiles of the site. Laboratory testing of site surface samples have classified site soils as sandy silty clay. Known significant mineral resources have not been identified at site.

4.4 HYDROLOGY

The primary watercourse in the County is the Owens River, which begins at Big Springs and flows through Long Valley until it empties into Crowley Reservoir in Mono County. From Crowley Reservoir, the Owens River flows into the Owens River Gorge (where it enters Inyo County), which runs approximately 20 miles to Pleasant Valley Reservoir. The Middle Owens River reaches from Pleasant Valley south past Bishop and Big Pine to the Los Angeles Aqueduct Intake downstream of Tinemaha Reservoir. The Lower Owens River continues downstream of the Intake south to the Owens River Delta.

No surface water bodies exist at the Bishop-Sunland, Independence, or Lone Pine Landfills, nor do any natural streams, creeks or rivers cross site boundaries. The Owens River is located approximately 4 miles east of the Bishop-Sunland Landfill, approximately 2.5 miles east of the Independence Landfill, and approximately 0.25 miles east of the Lone Pine Landfill. Average annual precipitation ranges approximately 4.5 to 6.5 inches and evaporation averages of approximately 60-80 inches per year at the three landfill locations.

During preparation of site design documents, a hydrologic analysis was performed and the drainage facilities were designed to handle the 100-year, 24-hour storm event. Networks of open

channels, culverts, berms, and retention basins have been constructed to intercept storm water flows and safely route them around the site.

4.5 VEGETATION COMMUNITIES

The Bishop-Sunland, Independence, and Lone Pine Landfills are active landfills which are largely disturbed and essentially barren of vegetative growth. Areas surrounding the Bishop-Sunland Landfill consist of Sagebrush and Rabbitbrush scrub. Vegetation at areas surrounding the Independence Landfill include Alkaline Desert Scrub including shadscale and cattle saltbrush (*Atriplex polycarpa*). Areas surrounding the Lone Pine Landfill consist of primarily Alkali Desert Scrub including Greasewood and Shadscale, to the east of the Lone Pine Landfill is the Owens River and Alkaline mixed grasses and forbs.

4.6 WILDLIFE

Mammal species with the potential to occur at the Bishop-Sunland, Independence, and Lone Pine Landfills include mule deer (*Odocoileus hemionus*), raccoon (*Procyon lotor*), striped skunk (*Mephitis mephitis*), desert woodrat (*Neotoma lepida*), and numerous bat species. Other small mammals such as coyotes (*Canis latrans*), gray fox (*Urocyon cinereoargenteus*), kit fox (*Vulpes macrotis*), raccoons, and bobcats (*Lynx rufus*).

Common bird species observed at the Bishop-Sunland, Independence and Lone Pine Landfills include gulls (*Larus* spp.), european starlings (*Sturnus vulgaris*), and common raven (*Corvus corax*).

4.7 SPECIAL-STATUS SPECIES

Special-status species are defined as those plants, fish, and wildlife that, due to their recognized rarity or vulnerability to various causes of habitat loss or population decline, are recognized by federal (i.e., U.S. Fish and Wildlife Service [USFWS]), state, or other agencies as under threat from human-associated activities. Some special-status species receive specific protection that is defined by legislation (i.e., federal Endangered Species Act, California Endangered Species Act, Migratory Bird Treaty Act, etc.). Others are protected by adopted policies and expertise of state resource agencies or organizations with acknowledged expertise, or policies adopted by local governmental agencies such as counties, cities, and special districts to meet local conservation objectives.

Based a query of the California Natural Diversity Database (CNDDB), several federally listed and state-listed fish and wildlife species occur in proximity to Bishop-Sunland, Independence, and Lone Pine Landfills and have the potential to occur at these areas. The tables provided in Appendix C describe the listed species with the potential to occur, their federal and state status, and general habitat descriptions.

4.8 CULTURAL AND TRIBAL RESOURCES

The environmental setting described above has been a rich environment for humans for thousands of years. The region is the traditional home of the Owens Valley Paiute or Nüümü, whose oral histories place them in Owens Valley (Payahuunadü) and the surrounding mountains since the beginning of time. Euroamericans began settling in Owens Valley in the nineteenth century, and they, too have left traces of their occupation in archaeological sites and features.

Under CCR Title 14 Section 15064.5, a project could have a significant impact on the environment if it would entail a substantial adverse change to a significant historical, archaeological, or tribal

cultural resource. Significant historical and archaeological resources include those that are listed on, or eligible for listing on, the California Register of Historical Resources (Public Resources Code Section 5024.1). According to these criteria, a site, building, structure, or district is a historical resource if it: a) is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage; b) is associated with the lives of persons important in our past; c) embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or d) has yielded, or may be likely to yield, information important in prehistory or history.

Tribal cultural resources are defined as a site, feature, place, cultural landscape, sacred place, or object with cultural value to a California Native American Tribe. Only Tribes can identify and evaluate historic properties of traditional cultural or religious significance, but in the past, representatives of several of the Tribes of Owens Valley have stated that they view all of creation, including the air, water, animals, plants, and earth, as Tribal cultural resources.

The Lone Pine landfill has been identified as a "noncontributing resource" within the proposed boundary of the Patsiata Historic District, currently being nominated to the National Register of Historic Places by the Tribal Historic Preservation Officers of five Tribes with ties to Owens Valley. The waterline easement to the Lone Pine landfill would follow Sub Station Road, part of which follows the northern boundary of the Lone Pine Paiute-Shoshone Reservation. The proposed easement also crosses a multi-component site that is considered a contributing element of the Historic District.

Most aspects of the proposed Project would cause little or no change in the existing environment, and so are unlikely to cause a substantial adverse change to a significant historical, archaeological, or tribal cultural resource. However, activities that would disturb previously undisturbed ground, such as the trenching for water lines within the proposed easements, would need surveys, monitoring, and/or avoidance measures to ensure the impacts to cultural and tribal resources remain less than significant (see Section V, Cultural Resources).

ARCHAEOLOGICAL SURVEY OF WATERLINE EASEMENTS

To assess whether the establishment and purchase of easements along existing roads in Independence and Lone Pine for extension of the town water systems to the respective landfills would have potential to impact such resources, TEAM Environmental, Inc., conducted both a records search and field survey of the proposed easement alignments, in October 2023.

The records search was provided by the regional office of the California Historical Resources Inventory System (CHRIS) at the Eastern Information Center (EIC), University of California, Riverside. As the designated information center for Inyo, Mono, and Riverside counties, the EIC maintains copies of archaeological reports and site records for the area.

Part of the proposed easement route from Independence to the Independence Landfill was surveyed for the Digital 395 Project and for replacement of the Southern California Edison (SCE) 115 kilovolt (kV) transmission line. Multi-component archaeological sites, consisting of Indigenous artifacts and twentieth-century trash, were recorded in the vicinity, but not in the waterline easement Project area. Mazourka Canyon Road itself was considered significant for its role in the Euroamerican development of the Owens Valley and Inyo Mountains.

Previous archaeological surveys had been conducted in the vicinity of the proposed Lone Pine waterline easement for various projects, including fuels treatment, a sewer line, the Owens River Water Trail Project, and proposed replacement of the SCE transmission line. A variety of pre-contact Indigenous artifacts was found, as well as twentieth-century features related to the railroad and ranching. The waterline easement would cross one of the sites that is considered a contributor to the Patsiata Historic District. Not surprisingly for an area on the outskirts of a small town and adjacent to the modern landfill, the surveys encountered an enormous amount of trash, most of it interpreted as trash dumps of domestic household refuse. In addition, the Lone Pine Pioneer Cemetery is located south of Sub Station Road and east of the Lone Pine Paiute-Shoshone Reservation.

The proposed waterline easements were surveyed by TEAM's senior and assistant archaeologists in October 2023. Although each easement is expected to be only 6 feet wide, a corridor approximately 50 feet wide centered on the access roads was surveyed to ensure adequate coverage. When an artifact or feature was encountered, the adjacent area was surveyed to determine if it was part of a site or an isolated find.

Both access routes have a fair amount of modern roadside litter. Items noted but not recorded in detail included aluminum cans, beverage cans with aluminum tops, cardboard, clothing, Styrofoam, plastic, modern bottle and bottle fragments, window glass, wire, lumber fragments, concrete block, glazed tile fragments, cinders, flagstone, and tires.

Along the Independence survey corridor, vegetation is sparse and ground visibility was good, with an estimated 60 to 90 percent of the ground surface visible. There were no previously recorded sites within the Independence easement survey, so all artifacts that were at least 50 years old encountered there were plotted with an Android GIS mapping program. These included two obsidian flakes, food and beverage cans, cone-top beer cans, pipe fragments, bottle fragments, one whole bottle, and a 1973 penny. With the exception of 19 church-key-opened beer cans, these artifacts occurred as isolated finds. In addition, two irrigation ditches cross the easement alignment.

Dense grasses and gravel in the road shoulders obscured some areas along the Lone Pine survey corridor, with visibility of the ground surface varying from 0 to 90 percent. All of the artifacts encountered during the Lone Pine easement survey were consistent with the previously recorded sites, and included food and beverage cans, glass fragments, wire, and abundant modern trash. One small dump with small fragments of metal and clear and sun-colored amethyst glass was noted as a potential addition to the previously recorded twentieth-century trash scatters. This trash concentration is located 20 feet east of the road pavement and so would be outside of the proposed easement. In addition, there are irrigation ditches throughout the area and one ditch crosses under the road through a culvert with concrete headwalls. No pre-contact Indigenous artifacts, such as pottery or flaked or ground stone, were observed in the proposed alignment, even within the multi-component archaeological site that is considered a contributor to the Historic District.

GROUND-DISTURBING ACTIVITIES DURING LANDFILL OPERATIONS

The proposed Project does not include expansion of the landfill facilities into areas of undisturbed ground, with the exception of designated soil borrow areas that are necessary for final waste cover during landfill closure activities. The approved PCPCMPs (closure plans) detail any areas designated for future excavation and borrow soils, and are required to be reviewed and updated periodically through the life and closure period for these landfills. The recently updated PCPCMPs

are included in the Joint Technical Documents (Geo-Logic Associates 2022, 2023a, 2023b) that are currently going through the multi-agency review process required every five years for permitting of landfill facilities in California.

Waste disposed at the landfills is also required to be covered with soil for daily and intermediate cover, most of which is excavated from designated areas of the landfills (or disposed as clean fill).

These excavation activities have the potential to uncover currently unknown historic, or paleontological resources.

5.0 EVALUATION OF ENVIRONMENTAL IMPACTS

5.1 METHODOLOGY

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the existing information sources.
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: Less Than Significant With New Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
 - a. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - b. Earlier Analysis Used. Identify and state where they are available for review.
5. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
6. Mitigation Measures. For effects that are "Less Than Significant With New Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
7. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
8. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
9. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
10. The explanation of each issue should identify:
 - a. The significance criteria or threshold, if any, used to evaluate each question; and
 - b. The mitigation measure identified, if any, to reduce the impact to less than significance.

5.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by the purchase and continued operation of the three subject Landfills by Inyo County, including at least one involving at least one impact that is a "Less than Significant Impact", "Less than Significant with New Mitigation Incorporated" or "Potentially Significant Impact" as indicated by the checklist and discussed on the following pages. Where environmental impacts were found to be "Less than Significant with New Mitigation", the new mitigation measures are defined and discussed within each section.

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

5.3 ENVIRONMENTAL IMPACTS CHECKLIST AND DISCUSSION

This checklist identifies potential environmental impacts that could result from the implementation of the proposed acquisition of fee title for continued operation of the three County landfills, in all required environmental categories and subsections. Where the determination was "Less Than Significant With New Mitigation Incorporated," a discussion of new (proposed) mitigation measures is included.

I. Aesthetics

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION

a) Less Than Significant Impact. The potential for impacts to aesthetics and visual resources associated with the continued operation and eventual closure of the landfills, were previously analyzed in the 1999 MNDs for the three landfills. Each of these MNDs determined that the operation and eventual closure of the landfills would not result in significant environmental impacts. Under the proposed Project, any vertical extension of the landfills would continue to be limited by slope stability standards and permit conditions, and would result in a less than significant impact on scenic vistas (e.g., Sierra Nevada or White-Inyo Mountains). Additionally, while trenching and construction of waterlines within the proposed easements could result in short-term, temporary impacts to scenic vistas, following the completion of construction, these buried lines would have no long-term, operational impacts.

b) Less Than Significant Impact. The three landfills are located within the viewshed of Highway 395, which is eligible to be included in the State Scenic Highway System, and portions of which are designated as a scenic highway by the California Department of Transportation (Caltrans). However, these three landfill sites were in existence before the scenic designation. Further, none of the landfill properties or the proposed easements are within the viewshed of any of the State Scenic Highway sections (Caltrans 2022). The proposed land transfer for continued solid waste disposal operation would not affect any of the scenic elements or any of the scenic views provided from Highway 395. Therefore, the implementation of the proposed Project would have a less than significant impact on visual resources.

c) Less Than Significant Impact. Under the proposed Project, there would be no change in visual character of the Landfills. Continued operation of the landfills may result in impacts to aesthetics and visual resources during active filling operations, as described in the 1999 MNDs. However, existing minimization measures to address these potential impacts include daily, intermediate, and

final cover of waste, and control of wind-blown trash, which are currently implemented by the County as the operator of the Landfills and would continue to be implemented by the County under the proposed Project. Following closure of the Landfills, the sites would be reclaimed according to approved closure plans. As described in the 1999 MNDs, vertical expansion of the Landfills would be limited to the approved site grading and closure plans. With these minimization and compliance measures, continued operation of the Landfills under County ownership would be less than significant. While trenching and construction of water lines within the proposed easements could result in short-term, temporary impacts to visual character, following the completion of construction, these buried lines would have no long-term, operational impacts.

d) No Impact. All activities associated with the existing and continued operation of the Landfills would be limited to daylight hours only. There are no substantial sources of light associated with the Landfills.

II. Agriculture and Forestry Resources

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220[g]), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104[g])?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION

a-e) No Impact. The proposed acquisition, proposed easements, and continued operation of the three landfills under the proposed Project would not conflict with existing zoning for agriculture. There are no Williamson Act Contracts at or around the Landfills (California Department of Conservation 2022). The well for Bishop-Sunland Landfill is located on an agricultural field; however, no changes to groundwater use associated with the landfill would occur under the proposed Project. The groundwater well located at this site is existing and already plumbed and dedicated to landfill use. No farmland, agricultural land or forest is proposed to be converted as a

result of the proposed Project. Further, the proposed Project does not propose any expansion of landfill footprints.

III. Air Quality

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

DISCUSSION

a) Less Than Significant Impact. The Independence and Lone Pine Landfills are located within the Owens Valley PM₁₀ SIP boundaries (GBUAPCD, 2022). Continued operation of the landfills is not expected to increase PM₁₀ emissions beyond existing levels. In addition, obtaining ownership of the landfills would enable the County to provide on-site water supplies through pipeline easements from the town water supply systems at the Independence and Lone Pine Landfills, which could enable further reduction of PM₁₀ emissions through more consistent application of water for dust-abatement during operations. Therefore, the acquisition and continued operation of the landfills under the proposed Project would not conflict with or obstruct the SIP.

b) Less Than Significant Impact. Inyo County, which is located within the GBUAPCD, is designated as a nonattainment area in the Owens Valley Dry Lake area for PM₁₀ (USEPA 2022). Implementation of the proposed Project would result in the continued operation of the existing landfills in compliance with applicable laws, regulations, and permits for solid waste facilities. There would be no changes in operational air emissions, including fugitive dust, treatment system emissions, and equipment emissions. Operations of the landfill typically incorporate all reasonable precautions required by the GBUAPCD (e.g., Rule 401 – Fugitive Dust). As such, emissions would not approach the NAAQS established by the USEPA or the California Ambient Air Quality Standards (CAAQS) established by the California Air Resources Board (CARB). However, it should be noted that the Independence and Lone Pine Landfills currently do not have a water supply well for on-site operations and dust control, water must be trucked to the site. With the proposed acquisitions of easements for future connection to town water systems in Independence and Lone Pine, Inyo County would improve the reliability and timeliness of water applications during wind events, thus increasing the effectiveness of dust-control measures.

c) Less Than Significant Impact. A portion of Inyo County, located in the GBUAPCD, is designated as a nonattainment area for PM₁₀, and dust control measures are intended to reduce the net increase of PM₁₀. The Independence and Lone Pine Landfills, both located within the nonattainment area, do not currently have an on-site source of water and are reliant on trucking water from an off-site source to control dust during wind events. The proposed Project, which includes easements for future extension of water supply lines to the Independence and Lone Pine Landfills, has the potential to have a beneficial reduction in PM₁₀ due to landfill operations, due to increased availability of water as a dust-suppression mechanism.

The venting of LFGs is an active corrective action mechanism at Bishop-Sunland, and a foreseeable corrective action mechanism at Independence and Lone Pine Landfills. When LFG venting occurs, the vents are subject to a Permit to Operate issued by the GBUAPCD with filtration to remove VOCs, where necessary. The proposed change in property ownership would have no impact on compliance with locally issued air quality permits.

d) No Impact. No sensitive receptors (e.g., residential areas, schools, hospitals, etc.) are located within close proximity (e.g., with a 0.75-mile radius) to any of the three landfills or any of the proposed easements.

e) Less Than Significant Impact. Existing septage ponds at the Bishop-Sunland Landfill cause odor. Methane is also extracted and vented to the environment at the Bishop-Sunland Landfill. However, each of the existing landfills are located in areas of limited development in unincorporated areas of the County. As previously described, no sensitive receptors are located within close proximity to the three landfills. Additionally, the application of daily cover over the exposed waste, as required by CalRecycle and permit conditions, generally acts to suppress objectionable odors.

The existing minimization and compliance measures with respect to air quality are considered to be sufficient to reduce impacts to a less than significant level without additional mitigation. The key compliance measures are presented in Table 1 and summarized below:

1. Dust control through application of water, as needed, to landfill roads and active working faces.
2. Control of emissions from landfill gas venting, through permitting with the GBUAPCD.

IV. Biological Resources

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Have a substantial adverse effect on federally protected wetlands, as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal wetlands, etc.), through direct removal, filling, hydrological interruption or other means?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION

a) Less Than Significant Impact With New Mitigation Incorporated. Appendix C lists the special-status species with the potential to occur at each of the landfill sites based on previous occurrence in close proximity. However, due to the disturbed nature of the landfills, lack of mature native vegetation and absence of riparian habitat or surface water it is unlikely that any of these species would find suitable habitat at any of these sites. With the implementation of MM BIO-1, the construction of waterlines within the proposed easements would not occur without a pre-construction sensitive plant and wildlife survey. With the implementation of pre-construction surveys and the avoidance of special-status species and their habitats, potential impacts would be reduced to a less than significant level.

b, c) Less Than Significant Impact With New Mitigation Incorporated. As previously described, no surface water, wetlands or riparian habitat or other sensitive natural communities occur on the landfills or in the immediate vicinity. The Owens River occurs 0.1 to 0.05 miles from the Lone Pine Landfill. National Wetland Inventory maps can be found in Appendix B and the sensitive natural communities located in proximity to the Landfills are listed in Appendix C. With the implementation of MM BIO-1, the construction of the proposed waterlines would not occur without a pre-construction sensitive plant and wildlife survey. With the implementation of pre-construction surveys and the avoidance of sensitive natural communities, potential impacts would be reduced to a less than significant level.

d) Less Than Significant Impact. No migratory corridors or native wildlife nursery sites are known around the existing landfills or proposed easements. Additionally, there would be no new disturbance or expansion of landfill boundaries under the proposed Project that could affect migratory corridors or native wildlife nursey sites.

e) No Impact. The existing landfills are operated in compliance with all local policies or ordinances intended to protect biological resources.

f) No Impact. With the exception of the Owens Valley Land Management Plan (LADWP 2010), there are no known Habitat Conservation Plans, Natural Community Conservation Plans or other approved local, regional, or state habitat conservation plan that cover the Project site, including the Landfills and the proposed easements. The proposed Project does not conflict with the Owens Valley Land Management Plan. The Lower Owens River Project, a river restoration project in close proximity to the Lone Pine Landfill includes a Land Management Plan element. However, continued operation of the Lone Pine Landfill would not conflict with its provisions.

MITIGATION MEASURES

BIO-1: PRE-CONSTRUCTION BIOLOGICAL RESOURCE SURVEYS

Prior to the construction of the proposed waterlines, the County shall conduct a pre-construction survey for wildlife and botanical resources. The botanical survey shall follow the protocols set forth in the Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (California Department of Fish and Wildlife [CDFW] 2018). The surveys shall be conducted by a botanist(s) experienced in conducting floristic botanical field surveys, knowledgeable of plant taxonomy and plant community ecology and classification, familiar with the plants of the area, including special status and locally significant plants, and familiar with the appropriate state and federal statutes related to plants and plant collecting. The botanical surveys shall be conducted at the appropriate time of year when plants ~~will be~~ are both ~~be~~ evident and identifiable (usually, during flowering or fruiting) and, in a manner, which maximizes the likelihood of locating special status plants and sensitive natural communities that may be present. Botanical field surveys shall be conducted floristic in nature, meaning that every plant taxon that occurs in the Project area is identified to the taxonomic level necessary to determine rarity and listing status.

If any rare plants or sensitive vegetation communities (including riparian and wetland) are identified, the County shall avoid the occurrence.

BIO-2: NESTING BIRD SURVEYS AND MONITORING

Construction activities that may directly (e.g., vegetation removal) or indirectly affect (e.g., noise/ground disturbance) nesting raptors and other protected avian species shall be timed to avoid the breeding and nesting seasons (generally, raptor nesting season is January 1 through September 15; and passerine bird nesting season is February 1 through September 1). If construction activities must occur during the breeding and nesting season (February 1 through September 15), a qualified biologist shall conduct pre-construction surveys for nesting raptors and other protected avian species within 300 feet of the proposed construction activities.

Preconstruction surveys should be conducted no more than 7 days prior to the start of the construction activities. If nests are found, their locations shall be flagged, and all work shall cease until a qualified biologist determines the young birds have fledged or an appropriate buffer has been demarcated. An appropriate avoidance buffer ranging in size from 100 feet for active passerines (perching birds) nests, and up to 300 feet for active non-listed raptors nests, and 0.5 miles around active nests of a state or federally listed bird species. (depending upon the species and the proposed work activity) shall be determined and demarcated by a qualified biologist with bright orange construction fencing or other suitable flagging. These buffers shall be maintained, and active nests shall be monitored at a minimum of once per week until breeding season has ended or until a qualified biologist has determined that the birds have fledged and are no longer reliant upon

the nest or parental care for survival. These buffers shall be increased to protect the nesting birds, if necessary, as determined by a qualified biologist. No ground disturbance or vegetation removal shall occur within this buffer until the qualified biologist confirms the breeding/nesting is over and all the young have fledged. If no nesting birds are observed during pre-construction surveys, no further action would be necessary.

V. Cultural Resources

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
Cultural Resources				
Would the Project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DISCUSSION

a, b, c) Less Than Significant With New Mitigation Incorporated. Landfill operations occur, and would continue to occur, within the existing footprint of the three landfills. The existing landfills have been previously disturbed during original siting of the landfills and there are no proposed changes to the footprint of the landfills. As such, there would be a low potential to encounter previously unknown buried archaeological resources pursuant to CEQA Guidelines Section 15064.5 or human remains, during ongoing landfill operations.

The purchase of easements along the existing access roads would not in itself have the potential to cause significant impacts on cultural or Tribal cultural resources. There is no indication of buried cultural resources along the proposed Independence easement corridor, and no pre-contact Indigenous artifacts were encountered in the proposed Lone Pine easement corridor. Nevertheless, the Lone Pine waterline would cross a previously recorded site that is considered a contributor to the Patsiata Historic District. Monitoring of the Lone Pine trenching by a Tribal monitor, and implementation of standard avoidance measures should anything significant buried cultural resources be encountered during construction, would ensure the trenching causes no significant impacts.

The proposed Project does not include any expansion of the landfill facilities into areas of undisturbed ground, with the exception of designated borrow areas that are necessary for waste cover and future landfill closure activities. The updated Preliminary Closure and Post-Closure Monitoring Plans (Geo-Logic Associates 2022, 2023a, 2023b) detail any areas designated for future excavation and borrow soils, and are required to be reviewed and updated periodically through the life and closure period for the Landfills. Waste disposed at the Landfills is also required to be covered with soil for daily and intermediate cover, most of which is excavated from designated areas of the landfills (or disposed as clean fill).

Because of these routine and non-routine excavation activities associated with continued operation as waste disposal facilities, there is the potential for inadvertent discoveries of historic, pre-historic,

or paleontological resources which are not currently known. To assure that potential impacts to tribal and cultural resources remain less than significant from the proposed Project, the County is committed to the implementation of a Worker Awareness and Notification Plan. Additionally, the County is committed to the notification to the local tribe(s), at least 2 weeks prior to any non-routine ground-disturbing activities, to provide an opportunity for Tribal monitoring during construction.

MITIGATION MEASURES

CUL-1: TRIBAL MONITORING OF EXCAVATION FOR THE LONE PINE WATERLINE

For Lone Pine Landfill, the waterline easement as currently proposed would cross a previously recorded archaeological site that is considered a contributing element of the Patsiata Historic District, a traditional cultural property determined eligible for listing in the National Register of Historic Places. Therefore, Tribal monitoring is recommended when trenches for the waterlines are excavated from Lone Pine to the Lone Pine Landfill. The Tribal Historic Preservation Officer of the Lone Pine Paiute-Shoshone Reservation shall be notified at least 2 weeks prior to trenching so that trained tribal monitors can be scheduled. An Inadvertent Discovery Plan shall be developed in conjunction with Lone Pine Paiute-Shoshone Reservation to establish sampling, and/or treatment of resources if encountered during trenching activities, in accordance with local and state laws.

CUL-2: WORKER AWARENESS TRAINING

A Worker Awareness Program, including clarification of laws and regulations governing cultural and tribal resources, will be implemented by Inyo County for landfill workers. This Worker Awareness Program will include a list of activities that would trigger notification to local Tribes or authorities, in accordance with local, state, and federal laws concerning the protection of cultural tribal, and paleontological resources.

VI. Energy

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION

a, b) No Impact. The proposed acquisition and continued operation of the Landfills would not affect energy usage given that there would be no changes in existing operations.

VII. Geology and Soils

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

DISCUSSION

a, i) Less Than Significant Impact. Although the Landfills are located within Seismic Zone IV (greatest potential for seismic activity), no active faults are known to occur at the Independence and Lone Pine Landfills. The flat surrounding terrain, mild landfill slopes, cohesive waste mass and lack of structures minimize the potential for substantial adverse effects. With the exception of the Bishop-Sunland Landfill, the sites are located outside of known earthquake fault zones as shown on the most recent Alquist-Priolo Earthquake Fault Zoning Maps (Appendix D).

At the Bishop-Sunland Landfill a fault is identified to cross the eastern portion of the site. The proposed Project would neither increase nor decrease the risk of a fault rupture. The 1999 MNDs established mitigation measures to reduce the risk to humans or structures (to a less-than-significant level) in the event that the active fault across the site ruptures:

- The landfill slopes and features were analyzed and designed in compliance with applicable regulations to withstand seismic loading conditions without significant failure. The landfill slopes have been designed flatter (4:1) than normal (3:1) as a result of slope stability analysis to minimize risk of seismic failure.
- No structures ~~will~~would be located in areas where waste has been placed, nor ~~will~~would any structures be located within 25 feet of waste limits.
- No structures within 50 feet of the fault zone, based on a site-specific Alquist Priolo investigation.

Although these mitigation measures were deemed sufficient in the previous MNDs and required to be implemented over the active life of the landfill, the mitigation measures may need to be re-assessed with updated fault location information. In 2019, Geo-Logic Associates prepared a "Site Response and Seismic Deformation Analysis," and in 2021, a "Postulated Fault Rupture Impact Evaluation Report" for the Bishop-Sunland Landfill. The updated information provided in those reports, and a cursory review of mitigation measures to reduce impacts from seismic activity, was conducted. Based on the recent information and projection of the fault trace at the Bishop-Sunland Landfill, the maintenance shop may be within 50 feet of the fault zone. As a result, the County is planning to relocate the maintenance shop to the western side of the gatehouse / landfill entrance (as part of a separate project).

a, ii) Less Than Significant Impact. The landfill slopes and features were analyzed and designed in compliance with applicable regulations to withstand seismic loading conditions without significant failure. The landfill slopes have been designed flatter (4:1) than normal (3:1) as a result of slope stability analysis; this would minimize any potential impacts.

a, iii) No Impact. Soils at the existing sites primarily consist of granular sands with some gravel and silt content. Unstable soils and soils subject to liquefaction do not appear in site boring logs, excavations or surfaces. Additionally, no surface water bodies occur on any of the landfill sites.

a, iv) No Impact. The landfills are located on relatively level sites. Landfill slopes and features have been analyzed and designed to withstand seismic loading conditions without significant failure in compliance with Stability Analysis required by ~~State Water Resources Control Board (SWRCB)~~ Section 20190(a)(6) and CCR Section 21145, 21790(b)(8)(B).

b, c) Less Than Significant Impact. Landfill operations typically require excavation and substantial ground-disturbing activities that alter the existing topography of the landfill. Erosion is possible, however, landfill design requires that stormwater does not run off-site. Therefore, erosion and silt would continue to be contained on-site and would be considered a less than significant impact to geology and soils. Measures have been implemented at the Landfills such as compacting soil surfaces and installing retention basins and/or berms to minimize erosion and the quantity of suspended solids discharged off-site.

d) No Impact. Soils at the Landfills primarily consist of granular sands with some gravel and silt content. Expansive soils are not in evidence in site bore logs, excavations, site surfaces, or results of geotechnical testing of on-site soil samples.

e) No Impact. The Bishop-Sunland Landfill has a septic tank to service the employees on site. No leach field is present, wastewater is pumped and treated on-site in the seepage ponds. The use of septic tanks or alternative wastewater disposal systems does not occur and is not proposed at any of the Landfills.

VIII. Greenhouse Gas Emissions

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

DISCUSSION

a, b) Less Than Significant Impact. Landfills do have the potential to generate greenhouse gas (GHG) emissions. However, as with operational criteria air pollutant emissions described in Section II, *Air Quality*, the operation of the landfills and the associated operational GHG emissions would not change as a result of the proposed Project.

The proposed construction of the waterlines to Independence and Lone Pine Landfills would result in GHG emissions. However, these emissions would be short-term and temporary. For example, the duration of the construction activities would be limited to a few weeks. Additionally, construction equipment emissions (e.g., trencher, excavator, trucks) would be minimized with compliance with current guidelines established by the California Air Resources Board (e.g., vehicle idling is limited to 5 consecutive minutes or less) (CARB 2024). GHG emissions would be well below the conservative California Air Pollution Control Officers Association (CAPCOA) significance threshold of 900 metric tons per year of carbon dioxide equivalent (MT/yr CO₂e). Additionally, the proposed Project would not conflict with any applicable plans, policies, or regulations.

IX. Hazards and Hazardous Materials

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project:				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
e) For a project located within an airport land use plan area or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION

a) Less Than Significant Impact. Disposal of hazardous materials is strictly prohibited by permit conditions for the three Inyo County Landfills. Mitigation measures identified in the 1999 MNDs (see Table 1) have been implemented to detect and discourage hazardous waste disposal, including gate attendants and a load checking program. The Bishop-Sunland Landfill accepts non-friable asbestos for disposal under specific state permit requirements issued by the LRWQCB. Septage is randomly sampled and dried, treated septage sludge is also sampled before disposal as required by the ICEHD and LRWQCB. Landfill operation activities would continue to require short-term use of heavy construction equipment involving limited quantities of potentially hazardous materials, including transportation and use of fuel, oil, and other common hazardous materials. Short-term uses of limited quantities of hazardous materials would continue to be confined to the landfill lease areas. The use of potentially hazardous materials would be regulated by health and safety requirements under federal, state, and local regulations, including handling, storage, and disposal of the materials, as well as emergency spill response.

Asbestos and gasoline impacted soils are accepted at Bishop-Sunland. Impacts are less than significant due to the acceptance procedures and following of state (CalRecycle and LRWQCB) regulations designed to minimize impacts.

Hazardous waste is not accepted at any of the landfills, except on designated Household Hazardous Waste (HHW) days where licensed hauling and removal of HHW occurs. This category of waste is not landfilled and is disposed of off-site at authorized facilities.

No new mitigation measures are currently proposed, since Inyo County is committed to continuing the prevention and minimization measures in compliance with current regulations prohibiting the disposal of hazardous materials at these three Class III Landfills.

b) Less than Significant Impact. As discussed above in Section IX.a, disposal of hazardous materials is strictly prohibited by permit conditions for the three landfills. The proposed Project would not have a negative or positive impact on the risk to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. However, construction of waterlines may utilize heavy equipment which may

contain hazardous materials. As a matter of standard construction best management practices, Inyo County Public Works would prepare a comprehensive Spill Prevention and Response Plan that would outline site specific monitoring requirements and list the best management practices necessary to prevent hazardous materials spills or to contain and cleanup a hazardous material spill should one occur.

c) No Impact. Landfilling of hazardous materials is prohibited at the existing landfills. Additionally, the sites are more than 1 mile from any existing or proposed school. Therefore, there is no potential for the proposed Project to affect an existing or proposed school.

d) No Impact. The sites associated with this proposed Project are not on any list of hazardous materials sites.

e) Less Than Significant Impact. The location and operation of the landfills are consistent with the County's adopted Airport Comprehensive Land Use Plan. Bishop-Sunland Landfill is over 2 miles from the Bishop Airport, Independence Landfill is approximately 1.9 miles from the Independence Airport, and the Lone Pine Landfill is approximately 0.5 miles from the Lone Pine Airport.

f) No Impact. There are no private airstrips within 2 miles of the sites.

g) No Impact. The acquisition and continued operation of the Landfills are not expected to impact, or physically interfere with an adopted emergency response or evacuation plan.

h) No Impact. The existing Landfills are located in relatively undeveloped areas of un-incorporated Inyo County. The large areas of bare soil cover on site surfaces and roads should inhibit rather than enhance fire propagation. The continued operation of the Landfills by the County under the proposed Project would not increase or otherwise affect wildfire risk.

X. Hydrology and Water Quality

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project:				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of a failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Expose people or structures to a significant risk of loss, injury or death involving inundation by seiche, tsunami or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION

a, f) Less Than Significant Impact With New Mitigation Incorporated. LRWQCB has issued WDRs, which include quarterly (for Bishop-Sunland) and semi-annual (for Independence and Lone Pine) monitoring and reporting programs for each of the landfills. Inyo County operates these three existing facilities in general compliance with these WDRs, with semi-annual compliance reporting to the LRWQCB. The Bishop-Sunland and Lone Pine Landfills currently exceed water quality standards for VOCs, which according to the WDRs has elevated these sites to Corrective Action and Evaluation Monitoring Programs, respectively. The Bishop-Sunland Landfill has one or more monitoring wells which exceed Maximum Contaminant Levels (MCLs) for Drinking Water, most notably the wells in a hydraulically up-gradient direction (west) of the landfill which could indicate contamination from LFGs migrating in an up-gradient direction, as well as the potential for contamination from adjacent properties. Bishop-Sunland is under an active Corrective Action Program, with venting of landfill gas the primary mechanism to reduce VOCs in groundwater. Lone Pine Landfill is under an Evaluation Monitoring Program due to low-level VOC impacts to groundwater. LFG extraction, or other corrective action, may be required (by LRWQCB) or proposed at the Lone Pine Landfill, to alleviate potential impacts to groundwater from the generation of landfill gas. Monitoring programs and mitigation measures required in the 1999 MNDs are in place and are currently being implemented by the County to minimize the potential for leachate and LFG impacts to groundwater at the landfills (see Table 1). These measures include load checking, application and compaction of daily cover soil, grading surfaces to promote lateral drainage and active vents to reduce impacts from LFG to groundwater. With the proposed Project

(change of property ownership and continued operation by Inyo County), water quality standards would continue to be exceeded, monitored, and addressed according to the active WDRs. However, with the ownership of title for these properties, the County would be able to more effectively work with the LRWQCB to update and prove compliance with the WDRs, as well as implementing appropriate corrective actions, if necessary, in a more appropriate timeline than previous lease conditions have allowed.

As unlined Class III Landfills, impacts to groundwater by VOCs and other regulated compounds could be considered an unavoidable impact of continued landfill operations. The significance of this impact is dependent on implementation of key mitigation and corrective action measures over the life of the landfills and for a 30-year post-closure period. As the County is committed to continued operation of these landfills in compliance with permit conditions established by the WDRs and other regulations, implementation of MM HYD-1 would reduce the potential impacts to groundwater from the proposed Project to a less-than-significant level.

b) Less Than Significant Impact. No new groundwater production to supply water for the landfill facilities is proposed as part of the proposed Project. However, the purchase agreement would include an exchange of water to LADWP for the continued use of the supply well at the Bishop-Sunland Landfill, in an amount of approximately 7 AFY. An evaluation of pumping impacts from this proposed water exchange agreement by LADWP, provided in Appendix A, indicated no significant impact from pumping of the additional amounts within the same recharge basin. Groundwater pumped by the County to replace water supplied to the Bishop-Sunland Landfill ~~will~~ would be used by LADWP on LA-owned lands downstream of the well on the Bishop Cone as required by the Hillside Decree and the Inyo County/Los Angeles Long Term Water Agreement.

For the Independence and Lone Pine Landfill sites, the source of water used at these facilities (for dust control only) is groundwater pumped to supply the town water systems at Independence and Lone Pine. This water is currently trucked to the sites, but the purchase of easements to allow for the construction of waterlines and connection to the town water systems would allow the County to continue to use the same water source, but to discontinue trucking in the future. No significant increase in the amount of groundwater pumping is proposed, and thus impacts would be less than significant.

c, d) Less Than Significant Impact. The proposed Project would not result in the course alteration of any streams or rivers. The landfills have been in existence for over 50 years (57 years for the Independence and Lone Pine Landfills and 67 years for the Bishop-Sunland Landfill). As a result, localized drainage patterns have been established. Stormwater Pollution Prevention Plans (SWPPPs) are in place and measures have been implemented (e.g., compacting soil surfaces and installing retention basins to minimize erosion and the quantity of suspended solids discharged off site). Upon closure, the sites would be revegetated to minimize erosion.

e) No Impact. The capacity of on-site drainage systems would not be exceeded at the Landfills. Drainage controls have been analyzed, designed, and implemented at the landfills, including installation of retention basins.

g) No Impact. The construction of housing is not proposed and the implementation of the proposed Project would not facilitate future growth.

h, i, j) No Impact. The Landfills are not located within an identified 100-year flood hazard area. The continued operation of the Landfills would not increase or otherwise affect flood hazard in the area.

MITIGATION MEASURES

HYD-1: WATER QUALITY MONITORING AND CORRECTIVE ACTION

With the change in ownership of the Landfills, Inyo County shall operate in compliance with permit conditions established by WDRs and monitor the underlying groundwater basin using methodologies and at locations developed in consultation with LADWP and in coordination with the LRWQCB. If maximum contaminant levels, water quality standards, or water quality objectives are exceeded, Inyo County shall be required to develop corrective action(s) necessary to bring the water quality into compliance with applicable standards and avoid adverse effects on regional water quality. Corrective measures may include, at a minimum, venting of landfill gas to reduce VOCs, expansion of the landfill gas extraction systems, or other corrective action as may be required by the LRWQCB.

XI. Land Use and Planning

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

DISCUSSION

a) No Impact. As previously described the Landfills are located in generally undeveloped areas of the unincorporated County. The proposed Project would be limited to the acquisition of fee title by the County for the subject properties, operation of each of these essential public facilities would be continued by the County. No expansion of the Landfills is proposed.

b) Less Than Significant Impact. The operation of the Landfills was previously evaluated in the 1999 MNDs, and the change in ownership is not anticipated to have a significant impact on Land Use or Planning in Inyo County. Existing and continued landfill operations are in compliance with the County General Plan; however, rezoning and issuance of a Conditional Use Permit for each site may also be necessary to remain in compliance once the transfer of property ownership is complete. The definition of easements along existing roads, and sale by LADWP to Inyo County of these easements, is not anticipated to conflict with any other land use designations.

For Independence Landfill, the western boundary of the proposed parcel for sale to Inyo County has been modified (from the current LADWP lease), to exclude mineral extraction and mixing-table areas to the West of the landfill that are regulated under SMARA. A modification of the SMARA boundary may also be necessary once the parcel definition and purchase agreement(s) are finalized.

c) No Impact. As previously described, the proposed acquisition would require rezoning; however, rezoning and continued operation of the exiting landfills would not affect the implementation of any habitat conservation plan or natural community conservation plan. With the exception of the Owens Valley Land Management Plan (LADWP 2010), no habitat conservation plan or natural community conservation plans exist at the Project locations. The Lower Owens River Project, a Habitat Restoration Project, occurs in close proximity to, but not at, the Lone Pine Landfill. The proposed Project does not conflict with the Owens Valley Land Management Plan.

XII. Mineral Resources

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

DISCUSSION

a) Less Than Significant. Saleable minerals (e.g., decomposed granite, sand/gravel) are located on and around the landfills. Use of this material on-site for daily cover soil ~~will~~would limit the availability for other uses regionally. However, the material is in local abundance in the areas around the landfills. The amount of soil necessary for operations and closure are not proposed to change as a result of the proposed Project.

b) Less Than Significant. No locally important mineral resource recovery sites are identified on the existing landfills. Each of the existing landfills is in compliance with the County General Plan and is consistent with surrounding land uses (or ~~will~~would be with zoning changes). For Independence Landfill, the western boundary of the proposed parcel for sale to the County has been modified (from the current LADWP lease), to exclude mineral extraction and mixing-table areas to the West of the landfill that are regulated under SMARA. A modification of the SMARA boundary may also be necessary once the parcel definition and purchase agreement are finalized. Impacts to the availability of the local resource (sand and gravel) from the proposed Project, including the modification of the SMARA boundary in Independence, is considered to be less than significant.

XIII. Noise

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan area or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION

a) Less Than Significant Impact. The potential impact due to noise from heavy equipment during landfill operations was evaluated in the original MNDs for the landfill facilities. The only impact identified was to workers operating the heavy equipment, and the impacts were determined to be less than significant contingency on a Worker Protection Program that includes the following measures:

- Operators of heavy equipment and other employees shall be provided and trained in the proper use of appropriate noise attenuation safety devices, and
- Inyo County shall implement this measure over the active life of the landfills.

The agencies that are responsible for worker protection programs are the Inyo County Recycling and Waste Management, Inyo County Risk Manager, and the California Occupational Safety and Health Administration (Cal-OSHA). No new mitigation measures are necessary to keep impacts due to noise less-than-significant.

b) No Impact. The use of heavy equipment to apply cover may result in some localized groundborne vibration. However, given the lack of development in the surrounding area and the lack of sensitive receptors, localized groundborne vibration would not result in significant impacts.

c, d) Less Than Significant. The continued operation of the Landfills would not result in increases in noise levels. The County would continue to ensure operational activities are conducted in compliance with Policy NOI-1.7 in the Public Safety Element of the 2001 Inyo County General Plan (Inyo County 2001). For example, in accordance with Implementation Measure 5.0, landfill operation activities would be limited to the hours 7:00am and 7:00pm to avoid noise impacts to sensitive receptors within 500 feet of maintenance activities. Consequently, noise generated during routine maintenance activities would not substantially affect the current ambient noise level in the vicinity. There are no residences within 0.75 miles of the Bishop-Sunland Landfill, within 1 mile of the Independence Landfill, and within 0.15 miles of the Lone Pine Landfill.

e, f) No Impact. The Bishop-Sunland Landfill is located over 2 miles from the Bishop Airport, the Independence Landfill is located approximately 1.9 miles from the Independence Airport and the Lone Pine Landfill is located approximately 0.5 miles from the Lone Pine Airport. The existing landfills would neither be affected by nor have any effect on airport operations.

XIV. Population and Housing

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project:				
a) Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION

a, b, c) No Impact. No expansion of the existing boundaries and operations are proposed as part of the proposed Project. Therefore, the implementation of the proposed Project would not increase landfill capacity in a way that would promote growth in the region.

XV. Public Services

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project: Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services.				
a) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION

a, b, c, d) No Impact. The proposed Project would include acquisition and continued operation of the Landfills and would not generate changes in population that would affect public service ratios, school enrollment figures, parkland, etc.

e) No Impact. The proposed Project would include acquisition and continued operation of the Landfills. The continued operation of the Landfills would ensure that solid waste services in the County would continue in compliance with current regulations under the authority of three primary permitting agencies: 1) ICEHD, serving as LEA; 2) CalRecycle; and 3) LRWQCB.

XVI. Recreation

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Include recreational facilities, or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially conflict with the area's established recreational uses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION

a, b, c) No Impact. The acquisition and continued operation of the Landfills would not impact recreational resources given that there are no existing or proposed recreational facilities within the vicinity of the Landfills.

XVII. Transportation

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

	Potentially Significant Impact	Less Than Significant with New Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION

a-f) No Impact. Traffic volume and patterns related to the proposed Project would remain similar to existing conditions. Inyo County has no current plans to change operating days or hours so no impacts or change to impacts from current conditions are expected as a result of the proposed Project. The construction of waterlines between the town systems and the Landfills has the potential to have a beneficial impact on traffic with the reduction of water truck use for dust control at the Independence and Lone Pine Landfills.

XVIII. Tribal Cultural Resources

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project:				
a) Cause a substantial adverse change in the significance of a tribal cultural resource defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i) listed or eligible for listing in the California register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a, i, ii) Less Than Significant Impact With New Mitigation Incorporated. The Patsiata (Owens Lake) Historic District is eligible for listing in the California Register of Historical Resources as a Traditional Cultural Property, and the boundaries of the proposed historic district include the Lone Pine Landfill and a multi-component site along the Lone Pine Landfill waterline easement route. The Lone Pine Landfill is not considered to be a contributing resource to the Tribal cultural resources that make up the proposed historic district, but the multi-component site is listed as a

contributing resource. Tribal monitoring of waterline trench excavation from Lone Pine to the Lone Pine Landfill would ensure no significant impacts to the proposed Historic District as a result of the proposed project.

AB 52, passed in September 2014, has added several sections to the Public Resources Code which pertain to tribal cultural resources and a formal consultation process. The primary purpose of consultation and the changes to CEQA under AB 52 is to allow tribes, who may have “expertise in tribal history and tribal knowledge about land and tribal cultural resources at issue” to be included in environmental assessments for projects that may have a significant impact on those resources. As of July 1, 2015, Public Resources Code Section 21080.3.1 and Section 21080.3.2 require public agencies to consult with California Native American tribes identified by the NAHC for the purpose of mitigating impacts to tribal cultural resources. On February 1, 2022, Inyo County sent letters inviting formal tribal consultation to the eight tribal governments identified by the NAHC as having traditional lands or cultural places located within the boundaries of the County, through direct mailing in accordance with the Inyo County Tribal Consultation Policy. No formal requests for tribal consultation were received in response to the notification, which included the NOP and Notice of Public Scoping Meeting. In October 2023, the County sent out an update on the Project Description to local and interested tribes, with an additional offer of formal consultation. No formal consultation has been requested, however Fort Independence Tribe and Lone Pine Paiute-Shoshone Tribe expressed interest in the results of archaeological surveys of the proposed waterline easements, and the opportunity for tribal monitoring during trenching and other non-routine excavation activities associated with waterline construction and landfill operations.

The purchase of easements along the existing access roads would not in itself have the potential to cause significant impacts on Tribal cultural resources. There is no indication along the proposed Independence easement of buried cultural resources, and no pre-contact Indigenous artifacts were encountered in the proposed Lone Pine easement corridor. Nevertheless, the Lone Pine waterline would cross a previously recorded site that is considered a contributor to the Patsiata Historic District. Monitoring of the Lone Pine trenching by a Tribal monitor, and implementation of standard avoidance measures should anything significant be encountered, would help ensure the trenching causes no significant impacts to tribal resources.

The proposed Project does not include any expansion of the landfill facilities into areas of undisturbed ground, with the exception of borrow areas that are necessary for waste cover and landfill closure activities. The approved closure plans detail any areas designated for future excavation and borrow soils, and are required to be reviewed and updated periodically through the life and closure period for these landfills. Waste disposed at the landfills is also required to be covered with soil for daily and intermediate cover, most of which is excavated from designated areas of the landfills (or disposed as clean fill).

Because of these routine and non-routine excavation activities associated with continued operation as waste disposal facilities, there is the potential for inadvertent discoveries of tribal cultural resources which are not currently known. To assure that potential impacts to Tribal cultural resources remain less than significant from the proposed Project, the County is committed to implementing a Worker Awareness and Notification Plan. Additionally, the County is committed to notifying the local Tribe(s), at least 2 weeks prior to any non-routine ground-disturbing activities, to provide an opportunity for Tribal monitoring during construction.

MITIGATION MEASURES

TRI-1: WORKER AWARENESS AND NOTIFICATION PLAN

With the proposed change in ownership of the Landfills, standard avoidance and minimization measures, and proper notification procedures if suspected Tribal cultural resources are inadvertently discovered, should be developed or updated by the County. A Worker Awareness Program, including clarification of laws and regulations governing cultural and tribal resources, shall be implemented by the County. This Worker Awareness Program should include a list of activities that may require notification to local tribes and an opportunity for Tribal monitoring, as well as an inadvertent discovery plan in case resources are discovered during trenching or other excavation activities.

TRI-2: TRIBAL NOTIFICATION AND MONITORING DURING EXCAVATION

The County shall notify the Lone Pine Paiute-Shoshone Reservation once the construction designs for extension of the waterlines have been developed, and at least 2 weeks prior to trenching for the water lines so that Tribal monitors can be scheduled, if requested by the tribe. The County shall coordinate with the Lone Pine Paiute-Shoshone Reservation to monitor trenching of the waterlines to ensure no Tribal resources are impacted, and that proper procedures are followed in the case of inadvertent discovery of Tribal resources. If human burials are encountered, standard protection and avoidance measures would apply.

Based on the proposed Project and the archaeological survey of the proposed waterline easement, no impacts to tribal cultural resources are anticipated at Bishop-Sunland and Independence Landfill. However, if landfill operations or compliance activities require significant excavation in previous areas, or excavation of previously undisturbed ground, efforts should be made to notify the Bishop Paiute Tribe or the Fort Independence Tribe with an opportunity for Tribal monitoring of excavation activities at the Bishop-Sunland and Independence Landfill and waterline easements (respectively), if requested.

XIX. Utilities and Service Systems

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Less Than Significant With New Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION

a) No Impact. The Bishop-Sunland Landfill has an existing on-site septic system with no leach field that stores domestic wastewater. In contrast, the Independence and Lone Pine Landfills do not have a septic system. This system would be continued to be utilized for the permanent workers at the site and is not proposed to be expanded. Should one of the facilities choose to expand the system, they would be required to follow standard County procedures for septic system development as provided for by the ICEHD.

b) Less than Significant With New Mitigation Incorporated. As discussed previously, the proposed Project includes the establishment and purchase of easements, along existing roads in Independence and Lone Pine, to allow for the future extension of the town water supply system to the respective landfills. The excavation of trenches for these waterlines has the potential to have adverse impact on sensitive biological, cultural, and/or Tribal cultural resources if mitigation measures are not implemented. Impacts related to the extensions of waterlines to the Independence and Lone Pine Landfills are anticipated to be less than significant because the County has agreed to the mitigation measures discussed above in Sections IV, *Biological Resources*, V, *Cultural Resources*, and XVIII, *Tribal Cultural Resources*.

c) No Impact. The acquisition and continued operation of the Landfills would not result in any changes to stormwater management at any of the Landfills. Implementation of the proposed Project would not require the construction of any new stormwater facilities.

d) Less Than Significant Impact. The Bishop-Sunland Landfill would have sufficient water supplies available because the current proposed Project would include continued use of the current supply well that supplies water for on-site uses. However, it should be noted that the water source for the Bishop-Sunland Landfill is designated as non-potable, and that continued use of the current supply well ~~will~~would be contingent on an exchange of equivalent amounts from County-owned property in the City of Bishop, to the LADWP aqueduct conveyance system (canals). For Independence and Lone Pine Landfills, the proposed waterline easements would allow the County to extend the town water supplies to enhance water supply at the Independence and Lone Pine Landfills, replacing the current practice of trucking water to the sites (from the same water source). It is not expected that the limited use of groundwater used at these facilities ~~will~~would impact regional supply wells, LADWP production wells or groundwater dependent resources.

e, f, g) No Impact. The continued operation of the existing landfills would comply with all applicable regulations related to solid waste at the federal, state, and local level. Acquisition of the

landfills by the County would ensure that the County has the ability to continue to meet all permit requirements. The proposed Project would not negatively impact the waste management structure of Inyo County, rather, it would ensure the continued availability of solid waste disposal facilities within the region.

XX. Wildfire

	Potentially Significant Impact	Less Than Significant with New Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides as a result of runoff post-fire slope instability or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION

a, b, d) No Impact. The proposed acquisition and continued operation of the existing landfills would not result in any new ignition sources or otherwise, and no changes to operations are considered which would increase the risk of wildfire above existing conditions. Financial assurance mechanisms are required for the Landfills, through non-water release corrective cost estimates that include wildfire damage to the Landfills as a potential causal event. The Landfills are mostly devoid of vegetation and thus should reduce fire risk due to lack of combustible material at the project locations.

c) Less Than Significant Impact. Installation of new waterlines in easements to connect the town water supply wells to the Independence and Lone Pine Landfills are not anticipated to cause significant impacts to the environment. The limited use of groundwater from the town water supply wells on-site at the Independence and Lone Pine Landfills ~~will~~would not impact regional supply wells or LADWP production wells.

XXI. Mandatory Findings of Significance

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

DISCUSSION

a) Less Than Significant Impact. As described in Section IV, *Biological Resources*, the proposed Project is not expected to impact wildlife, fish, or plant resources of the area. Potential impacts to cultural and Tribal cultural resources are discussed above in Section V, *Cultural Resources*. Continued operation of these properties as landfill facilities does have the potential for degradation of the quality of the environment over time, but impacts are considered to be less than significant to biological and historic resources.

b) Less Than Significant Impact. The proposed Project is primarily an ownership change, with no significant operational changes proposed which would cause immediate, direct physical impacts beyond the baseline conditions. However, the proposed Project also includes the continued operation of these three sites as landfill facilities for long-term operational periods, plus a pre-defined closure and post-closure period. The reduction of cumulative impacts, to a less-than-significant level, depends on the consistent implementation of mitigation measures and minimization measures over the life of the facilities.

c) Less Than Significant Impact. As described in the individual resource area analyses above, with the implementation of mitigation measures identified in the 1999 MNDs, permit conditions, and other best management practices to comply with applicable federal, state, and local regulations, the proposed acquisition and continued operation of the three existing landfills would not result in environmental effects that would cause substantial adverse effects on human beings.

6.0 REFERENCES

- California Air Resources Board, 2024. 2024 State Implementation Plan Adoption and Submittal of Five California Air Resources Board Regulations. April 12.
- California Department of Conservation. 2022. Map Categories, Criteria, and Data. Available at: <https://www.conservation.ca.gov/dlrp/fmmp/Pages/Map-Categories,-Criteria,-and-Data.aspx>. Accessed on: June 28, 2022.
- California Department of Transportation (Caltrans). 2022. Scenic Highway Lists. Available at: <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways>. Accessed on: June 28, 2022.
- California Department of Fish and Wildlife (CDFW). 2022. State and Federally Listed Endangered and Threatened Animals of California. October 2022. Available at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=109405&inline>.
- Inyo County, 2012. Addendum Mitigated Negative Declarations for Amended Solid Waste Facility Permits. Bishop/Sunland, Independence, and Lone Pine Landfills in Inyo County, State Clearinghouse Nos 1999041076, 1999041075, and 1999051030.
- Lahontan Regional Water Quality Control Board (LRWQCB). 1996a. Board Order No.6-95-116A1, WDID No.6B140300004, Amended Waste Discharge Requirements for Independence Class III Landfill. September 5.
- LRWQCB, 1996b. Board Order No.6-95-70A1, WDID No.6B140300006, Amended Waste Discharge Requirements for Lone Pine Class III Landfill. September 5.
- LRWQCB. 2001. Board Order No.6-01-34, WDID No.6B140300002, Revised Waste Discharge Requirements for Bishop-Sunland Class III Landfill, Class III Asbestos Monofill, Class II Septage Ponds, And Landfarm. Includes Monitoring and Reporting Program No. 01-34. June 13.
- Cheatham, N. H., and J. R. Haller. 1975. An Annotated List of California Habitat Types. University of California Natural Land and Water Reserve System.
- Danskin, W.R. 1998. Evaluation of the Hydrologic System and Selected Water-Management Alternatives in the Owens Valley, California. Prepared in Cooperation with Inyo County and the Los Angeles Department of Water and Power.
- Environmental Resources International. 1999. Initial Study and Environmental Checklist for the Bishop-Sunland Landfill Revised Solid Waste Facilities Permit Inyo County, California. April.
- Environmental Resources International. 1999. Initial Study and Environmental Checklist for the Independence Landfill Revised Solid Waste Facilities Permit Inyo County, California. April.
- Environmental Resources International. 1999. Initial Study and Environmental Checklist for the Lone Pine Landfill Revised Solid Waste Facilities Permit Inyo County, California. May.
- Geo-Logic Associates. 2011. Bishop-Sunland Landfill, Inyo County, Report of Site Disposal Information / Joint Technical Document, July 2011 (FINAL 12-20-11). December 20.
- Geo-Logic Associates, TEAM Engineering & Management, Inc., and GC Environmental, Inc., 2012b. Corrective Action Plan, Bishop-Sunland Landfill, Inyo County. August 31.

- Geo-Logic Associates, TEAM Engineering & Management, Inc., and ES Engineering Services, 2017. Corrective Action Plan Evaluation Report, Bishop-Sunland Landfill, Inyo County. December 27.
- Geo-Logic Associates. 2019. Site Response and Seismic Deformation Analysis, Bishop-Sunland Solid Waste Site, Bishop, Inyo County, California. May 6.
- Geo-Logic Associates. 2021. Postulated Fault Rupture Impact Evaluation Report, Bishop-Sunland Solid Waste Site, Bishop, Inyo County, California. May 28.
- Geo-Logic Associates. 2022. Solid Waste Facility Permit Application Revision Package, Bishop-Sunland Solid Waste Disposal Site, Inyo County (Includes RDSI/JTD and PCPCMP). September.
- Geo-Logic Associates. 2023a. Solid Waste Facility Permit Application Revision Package, Independence Landfill, Inyo County (Includes RDSI/JTD and PCPCMP). February.
- Geo-Logic Associates. 2023b. Solid Waste Facility Permit Application Revision Package, Lone Pine Landfill. Site Inyo County (Includes RDSI/JTD and PCPCMP). February.
- Geo-Logic Associates. 2023c. Email re: "Updated Site Life for Independence and Lone Pine Landfills" based on 2023 Status Impact Reports. April 21.
- Great Basin Unified Air Pollution Control District (GBUAPCD). 2015. Permit to Operate No. 1691-00-16 and 1692-00-16. June 29.
- GBUAPCD. 2022. Email re: CEQA Initial Study of the Inyo County Landfill Acquisition. October 13.
- GPUAPCD. 2023. Permit to Operate No. 1560-02-23, Landfill Gas Treatment System. June 19.
- Hall, C.A., Jr. 1991. Natural History of the White-Inyo Range.
- Inyo County. 2001. Inyo County General Plan Public Safety Element. Available at: http://inyoplanning.org/general_plan/goals/ch9.pdf.
- Inyo County. Lower Owens River Flow Enhancement and Habitat Improvement Study. Grant Application. Available at: <https://www.inyowater.org/wp-content/uploads/2012/10/INYO-COUNTY-WCB-CSFEP-Grant-Application.pdf>.
- Los Angeles Department of Water and Power (LADWP). 2010. Final Owens Valley Land Management Plan. April 28.
- LADWP. 2023. Evaluation of Pumping Inyo County Yard Well to Replace the Well Used at Bishop Landfill. May.
- State Water Resources Control Board (SWRCB). 1993. Draft Environmental Impact Report for the Review of Mono Basin Water Rights of the City of Los Angeles. California State Water Resources Control Board, Division of Water Rights.
- U.S. Environmental Protection Agency (USEPA). 2022. Nonattainment Areas for Criteria Pollutants (Green Book). Available at: <https://www.epa.gov/green-book>. Accessed on: June 28, 2022.

TABLES

Page intentionally left blank
(for double-sided printing)

TABLE 1
Summary of Established and New Mitigation Measures

Category	Original Mitigation Required (1999 MNDs)	New Mitigation Measures Proposed
Aesthetics	None	None
Agriculture and Forestry Resources	None	None
Air Quality	None	None
Biological Resources	None	BIO-1: Nesting Bird Survey and Monitoring
Cultural Resources	None	CUL-1: Tribal Monitoring of Excavation for the Lone Pine Waterline CUL-2: Worker Awareness Training
Energy	N/A	None
Geology/Soils	Landfill slopes and features designed to withstand maximum probable earthquake without significant failure. Slopes designed at 4:1 per slope stability analysis, no structures within 25 feet of waste limits. Bishop-Sunland only: No habitable structures will be located on areas where waste has been placed, nor will any structures be placed within 50 feet of the fault zone or waste limits. Site-specific Alquist-Priolo investigation to be conducted. In erosion-prone areas, soil surfaces will be compacted, and a retention basin, detention basin and/or soil berms will be constructed.	None None None
Greenhouse Gas Emissions	N/A	None
Hazards and Hazardous Materials	Use of gate attendants, installation of perimeter fencing, implementation of a load-checking program to avoid disposal of hazardous material. Bishop-Sunland only: Asbestos disposal requirements, dictated by the ICEHD and RWQCB - immediate disposal in an area segregated from the main disposal area, application of soil cover once the material is disposed.	None None
Hydrology/Water Quality	Application and compaction of daily cover to minimize precipitation infiltration, implementation of a load-checking program to detect and remove liquids from the waste stream, and grading of site surfaces to provide proper drainage and eliminate the potential for ponding of surface water. Continued implementation of RWQCB-mandated groundwater monitoring and reporting period	HYD-1: Water Quality Monitoring and Corrective Action
Land Use/Planning	N/A	None
Mineral Resources	None	None
Noise	Operators of heavy equipment and other employees shall be provided and trained on the proper use of appropriate noise attenuation safety devices.	None
Population/Housing	N/A	None
Public Services	N/A	None
Recreation	None	None
Transportation	N/A	None
Tribal Resources	N/A	TRI-1: Worker Awareness and Notification Plan TRI-2: Tribal Notification and Monitoring During Excavation
Utilities and Service Systems	N/A	None
Wildfire	N/A	None
Mandatory Findings of Significance	None	None

Notes: N/A = Not Analyzed

TABLE 2
Existing Facility Conditions

	Bishop-Sunland Landfill	Independence Landfill	Lone Pine Landfill
Permitting Component	Description	Description	Description
SWFP Facility ID	14-AA-0005	14-AA-0004	14-AA-0003
Date of Permit	2017	2000	2000
Facility Area	118.53 acres	50.89 (proposed)	60.57 acres
Permitted Disposal Area (Footprint)	75.08 acres	14.92 acres	26.13 acres
Design Capacity (cu yds) (1)	6,016,716	695,679	1,228,988
Waste-in-Place (cu yds) (2)	3,297,653	519,045	690,507
Remaining Airspace (cu yds) (2)	2,719,063	176,634	538,481
Estimated Closure Year (3)	2066	2048	2058
Permitted Maximum Tonnage	160 Tons per Day Total (135 TPD waste disposal, including C&D, 25 TPD re-use/recycling)	10 Tons per Day (permit), to be revised to reflect current waste disposal rates	22 Tons per Day (permit), to be revised to reflect current waste disposal rates
Waste Discharge Requirements	Board Order No. 6-01-34, WDID No. 6B140300002, MRP No. 01-34	Board Order No. 6-95-116, WDID No. 6B140300004, MRP No. 95-116	Board Order No. 6-95-70, WDID No. 6B140300006, MRP No. 95-70
WDR Condition or Monitoring Phase	Corrective Action Program - Landfill Gas Extraction	Detection Monitoring Program	Evaluation Monitoring Program
Other Facility Components	Class III Asbestos Monofill, Class II Septage Ponds, Petroleum-contaminated Soil Landfarm	Waste oil, Periodic HHW Collection (with off-site disposal)	Waste oil, Periodic HHW Collection (with off-site disposal)
LFG monitoring wells	Perimeter wells per Title 27, LFG Extraction Vents	Perimeter wells per Title 27	Perimeter wells per Title 27
Operating Days/hours	7 days per week, 7:30-3:30	2 days per week, 7:30-3:30	5 days per week, 7:30-3:30
Maximum Vehicles-per-day (permitted)	235	50	75

Notes:

- 1) Design capacities revised in 2010 to reflect accurate waste in place topographic surveys and final grades at closure.
- 2) Waste in Place, Remaining Airspace, and Estimated Closure Year are calculated through June 30, 2023. Volumes include waste and cover soil at waste-to-soil ratios and operational densities identified in the Preliminary Closure and Post-Closure Plans and Permit Review Packages (GLA, 2022/2023).
- 3) Site Estimated Closure Year accounts for organic waste reductions as required by SB1383 and described in the Status Impact Reports (GLA, 2022/2023).

FIGURES

Page intentionally left blank
(for double-sided printing)

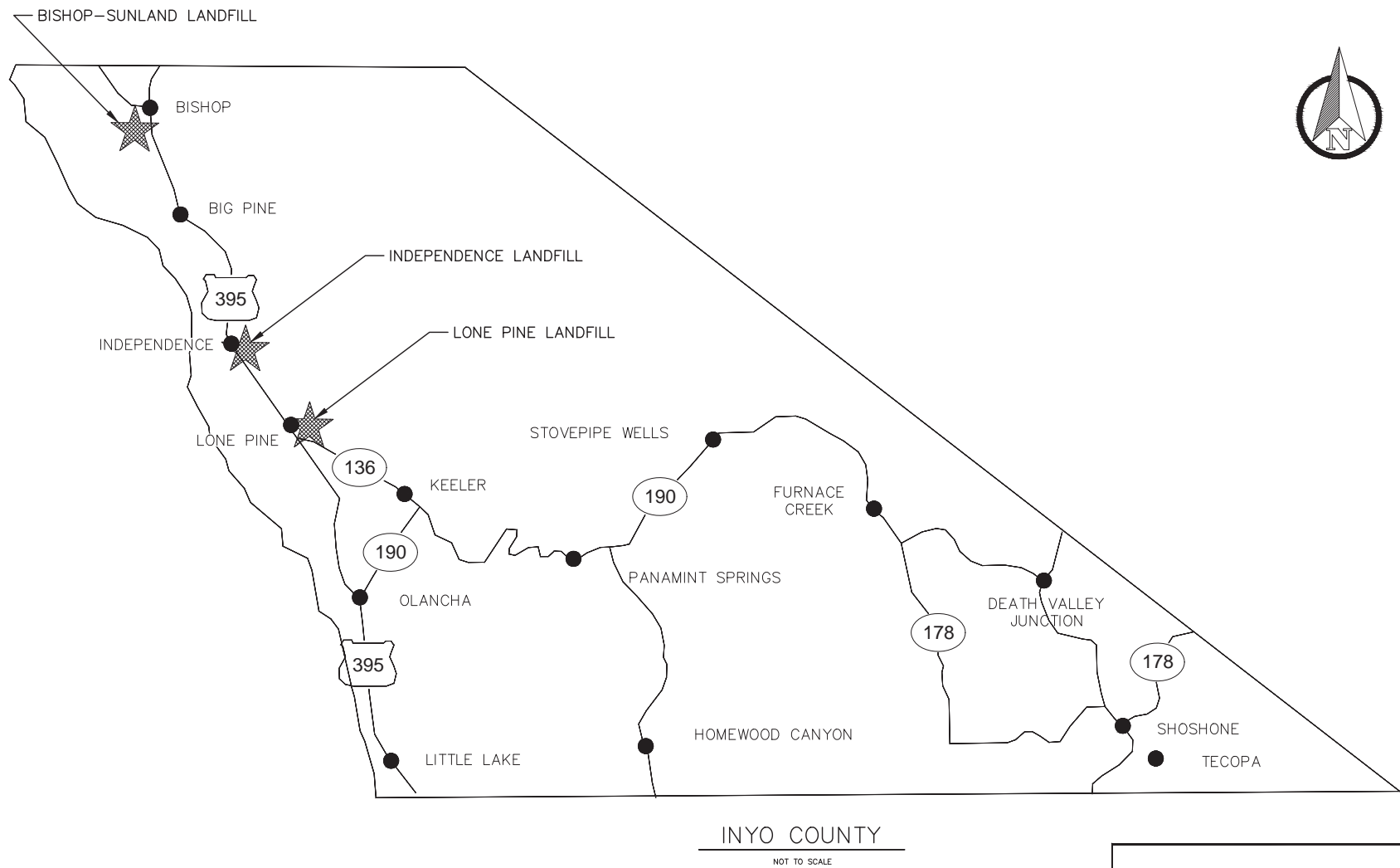
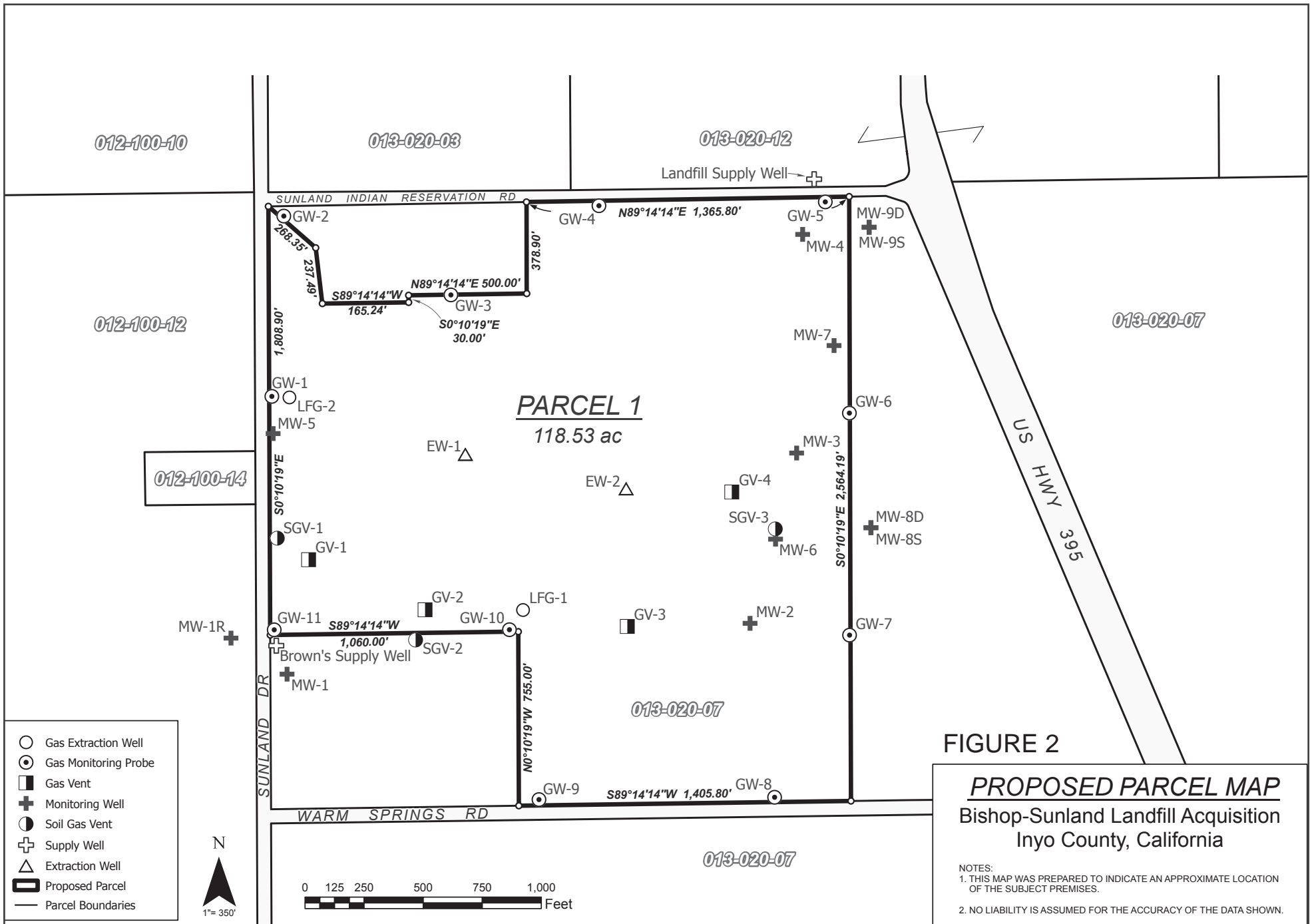


FIGURE 1
SITE LOCATIONS

Inyo County



INYO COUNTY PROJECT DOCUMENT INDEPENDENCE LANDFILL CAD GENERAL EXHIBITS 2023 12 11 BOUNDARY MAP PROPERTY LINE FIGURES.DWG December 15, 2023 - 10:19 AM BY: CLA USER

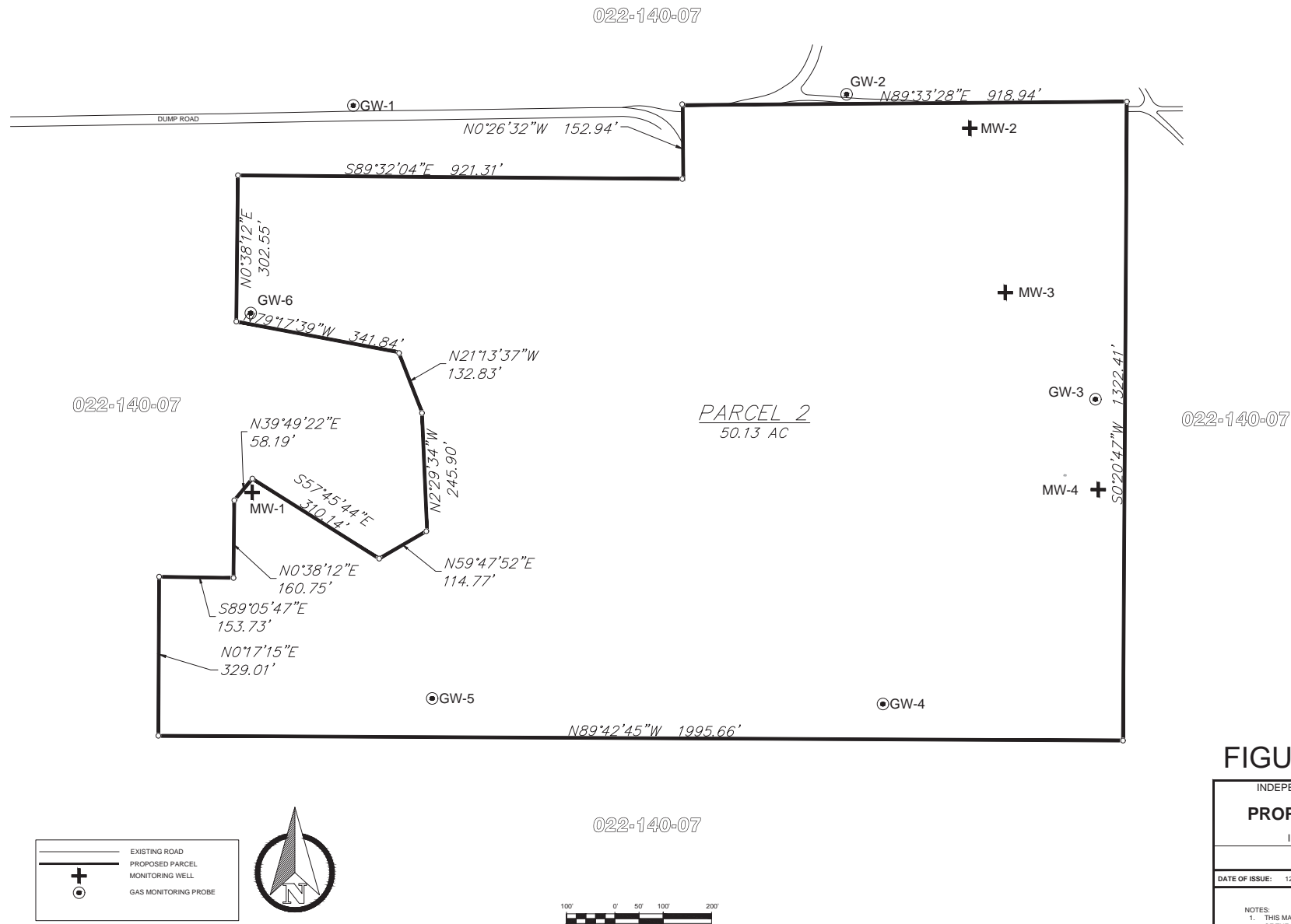
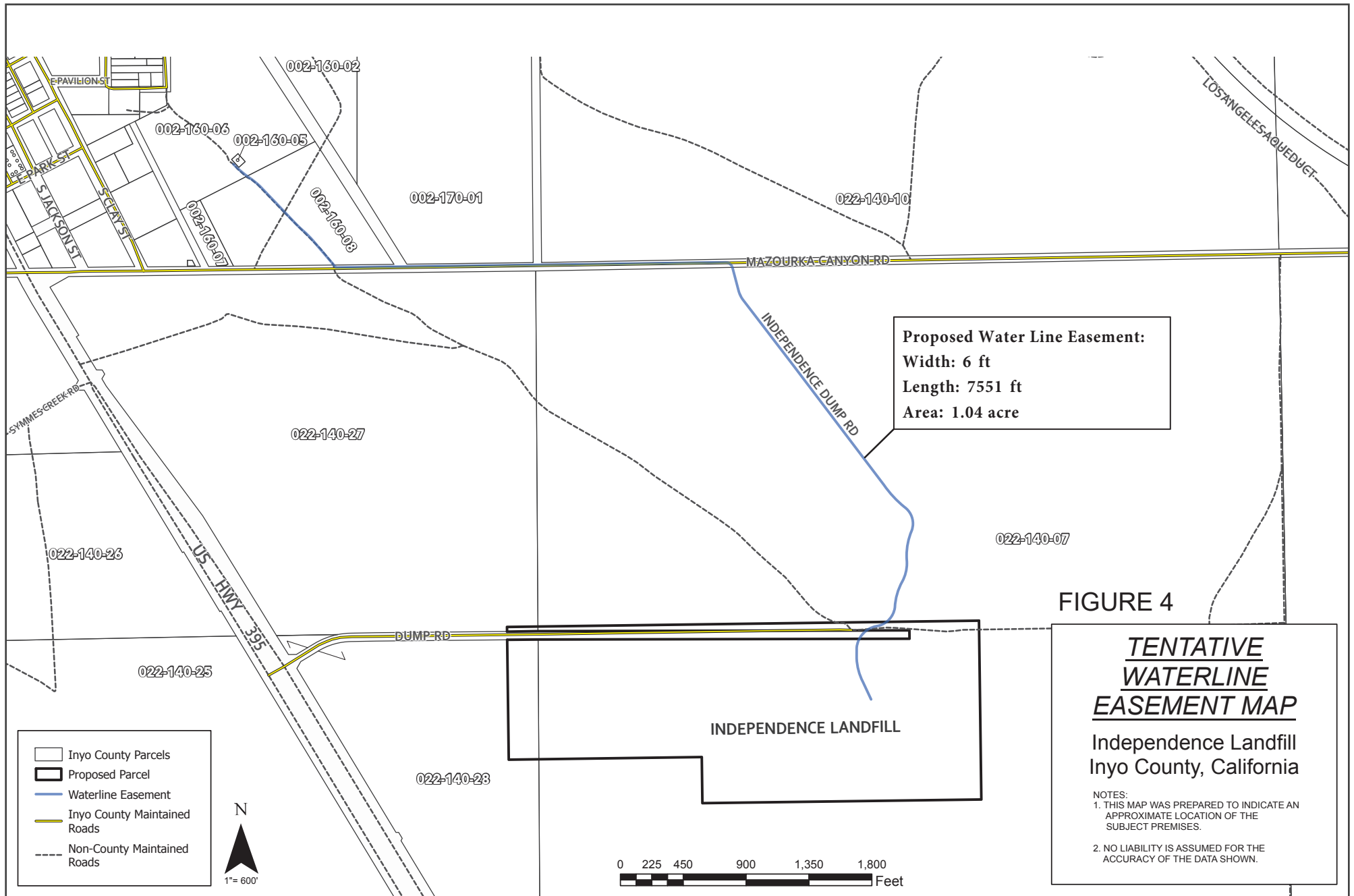


FIGURE 3

INDEPENDENCE LANDFILL ACQUISITION			FIGURE NO.
PROPOSED PARCEL MAP			3
INYO COUNTY, CALIFORNIA			PROJECT NO.
PROPOSED PARCEL			AU21.1202.02
DATE OF ISSUE:	12/11/2023	DRAWN BY:	RDD
APPROVED BY:		NC	
NOTES:			
1. THIS MAP WAS PREPARED TO INDICATED AN APPROXIMATE LOCATION OF THE SUBJECT PREMISES.			
2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN			

This figure has not been published but rather has been prepared by Geo-Logic Associates, Inc. for use by the client named in the title block, solely in respect of the construction operation, and maintenance of the facility named in the title block. Geo-Logic Associates, Inc. shall not be liable for the use of this figure on any other facility or for any other purpose.



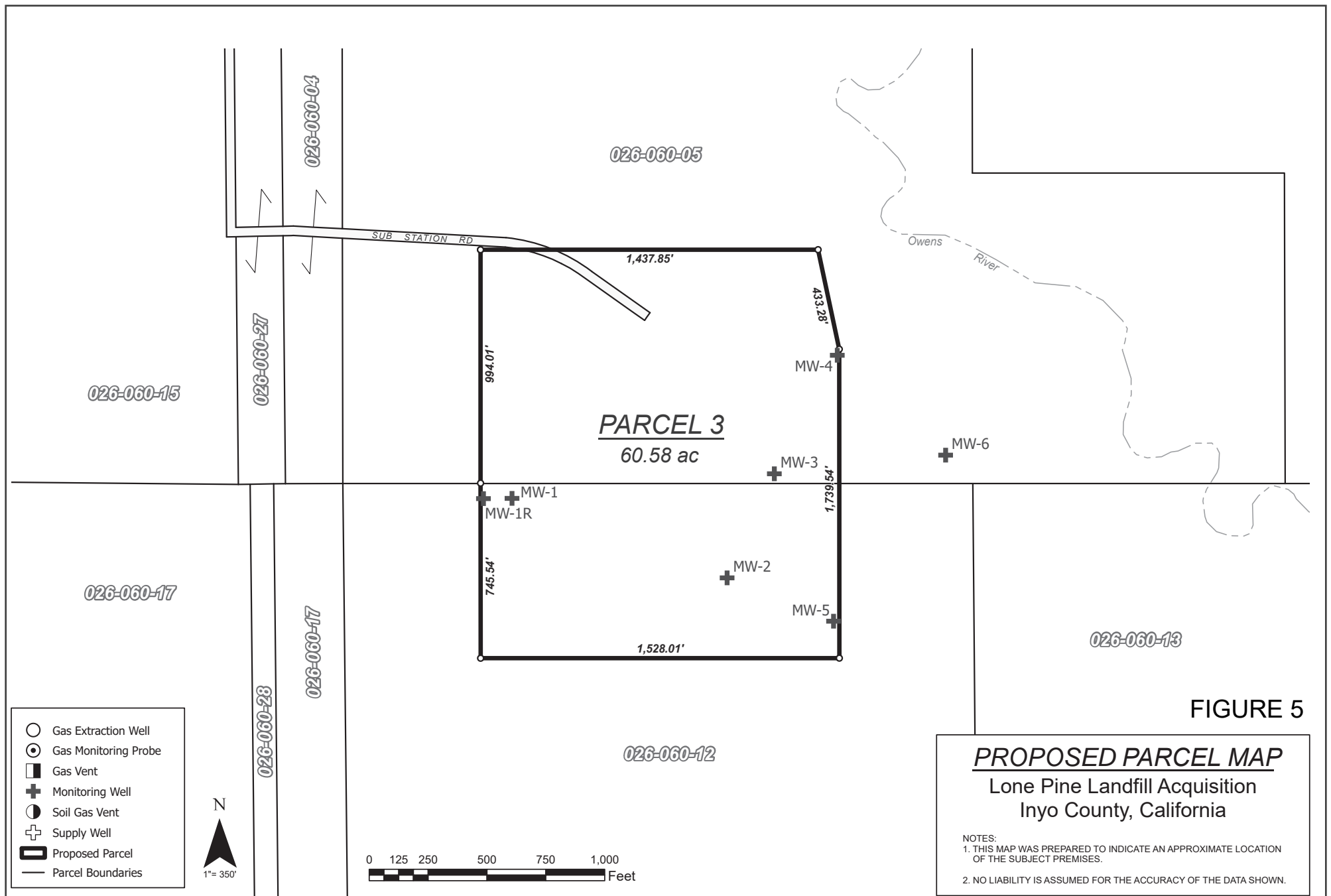


FIGURE 6

TENTATIVE WATERLINE EASEMENT MAP

Lone Pine Landfill
Inyo County, California

NOTES:

1. THIS MAP WAS PREPARED TO INDICATE AN APPROXIMATE LOCATION OF THE SUBJECT PREMISES.
2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.

Proposed Water Line Easement:
Width: 6 ft
Length: 7494 ft
Area 1.03 acre

LONE PINE LANDFILL

LONE PINE AIRPORT

OWENS RIVER

POST ST
SOUTH ST
MUIR ST
SCHOOL ST
E INYO ST

026-030-24

026-030-15

SUB STATION RD

026-030-03

026-030-26

026-030-15

026-030-27

026-030-04

026-030-05

026-400-02

026-400-07

026-400-08

026-400-04

026-030-15

026-400-09

026-390-03

026-390-04

026-030-17

026-030-23

026-030-17

026-030-12

- Waterline Easement
- Inyo County Maintained Roads
- Non-County Maintained Roads
- Proposed Parcel
- Inyo County Parcels



APPENDIX A

**EVALUATION OF PUMPING
INYO COUNTY YARD WELL TO
REPLACE THE WATER USED AT BISHOP LANDFILL**

LADWP, MAY 2023

Page intentionally left blank
(for double-sided printing)

Evaluation of Pumping Inyo County Yard Well to Replace the Water Used at Bishop Landfill

Prepared by ESE Group, LADWP

May 2023

Background

The Bishop Landfill (Landfill) is located south of Bishop and covers approximately 120 acres of City-owned land. The land is leased by Inyo County (County) from the City of Los Angeles Department of Water and Power (LADWP). The Landfill uses approximately 7 acre-feet/year (AFY) of groundwater for operational purposes.

The County and LADWP have agreed that the water used at the Landfill will be replaced using a nearby well located in one of the County's yards, approximately two miles north of the Landfill (Figure 1). The water from this well will be delivered via the North Indian Ditch and the Bishop Creek Canal to Owens River. This document evaluates the potential effect on nearby resources from operating the replacement well.

Analysis

The construction specifications of the County well and the results of a pumping test according to a contractor invoice are summarized in Table 1.

Table 1 – Inyo County Well Construction Summary and Capacity

Total Depth (feet below ground surface, ft-bgs)	94
Diameter (inch)	8
Estimated Perforated Interval (ft-bgs)	80 to 94
Pumping Capacity (gpm)	48

Note: The total depth, screen interval, and pumping capacity are approximate values

To replace the 7 AF of groundwater used by Inyo County on the Landfill, assuming a pumping capacity of 48 gpm, the well must continuously operate for 33 days. Analytical and numerical modeling was performed to evaluate this scenario. Aquifer property data used as model inputs are from the USGS Water Supply Paper 2370-H by Wesley Danskin. The County well is located in the shallow aquifer, which has a transmissivity of 16,000 ft²/day and a storage coefficient of 0.1, as reported in the USGS report.

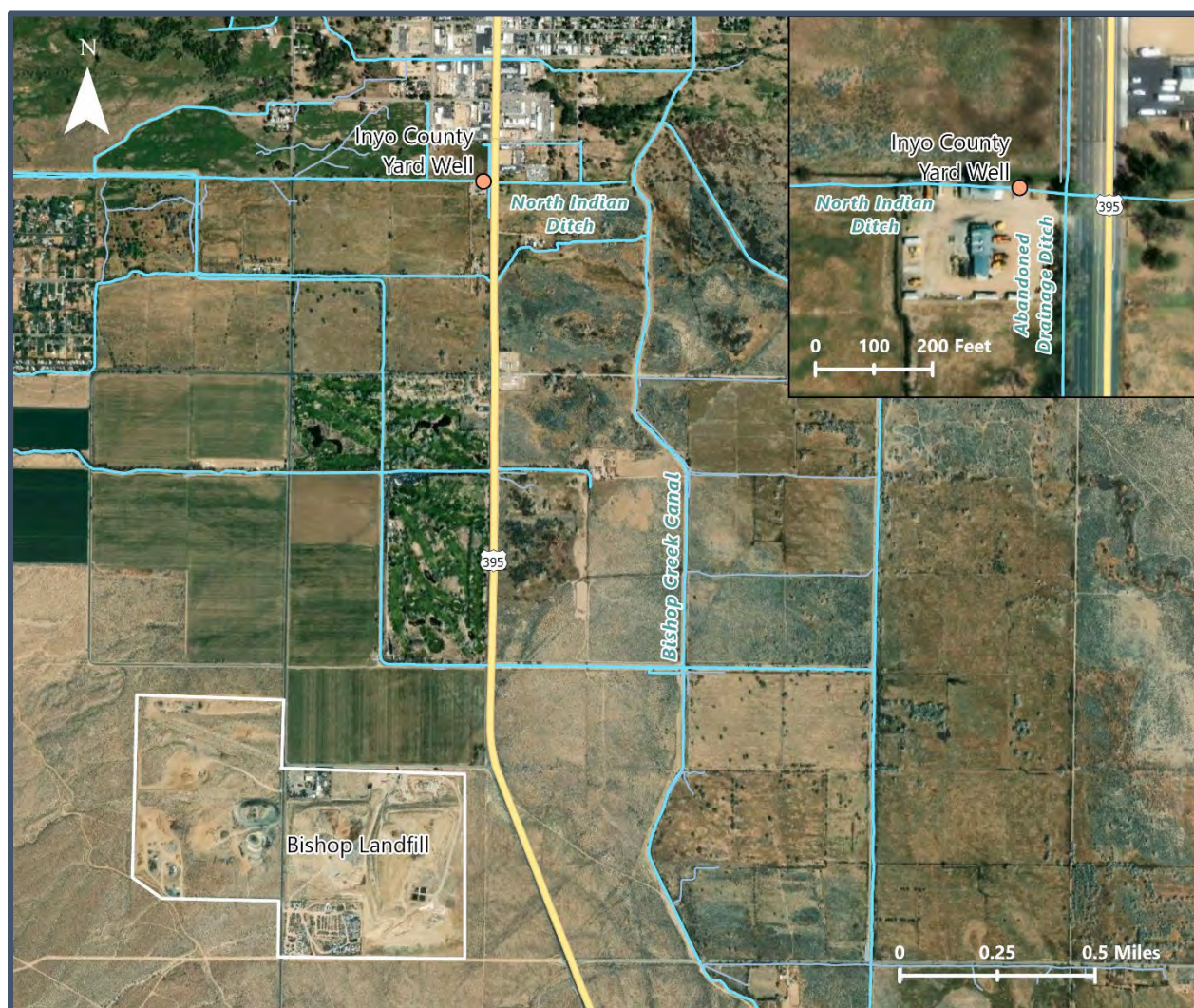


Figure 1 - Map of southern Bishop area with Inyo County yard well and Bishop Landfill labeled

Analytical Model

Given the well depth, homogeneous shallow aquifer, and relatively low pumping capacity, the Theis model is an appropriate tool to estimate the drawdown resulting from pumping this well for 33 days. As shown in the graphs in Figures 2 and 3 below, the total drawdown is approximately 4.5 feet inside the pumping well, 1.8 feet at a 100-foot radius from the well, and 1.3 feet at a 200-foot radius from the well at the end of 33 days of pumping. The drawdown in the shallow aquifer fully recovers in about 37 days.

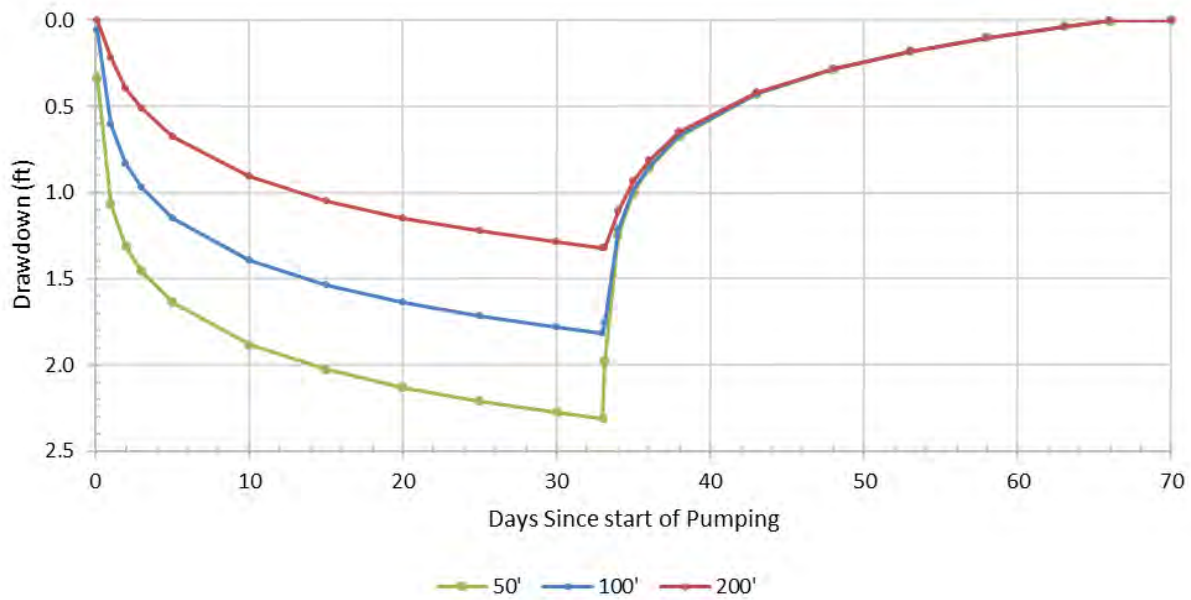


Figure 2 - Estimated drawdown from operating the County well at 48 gpm for 33 days at 50, 100, and 200 feet distance from the well.

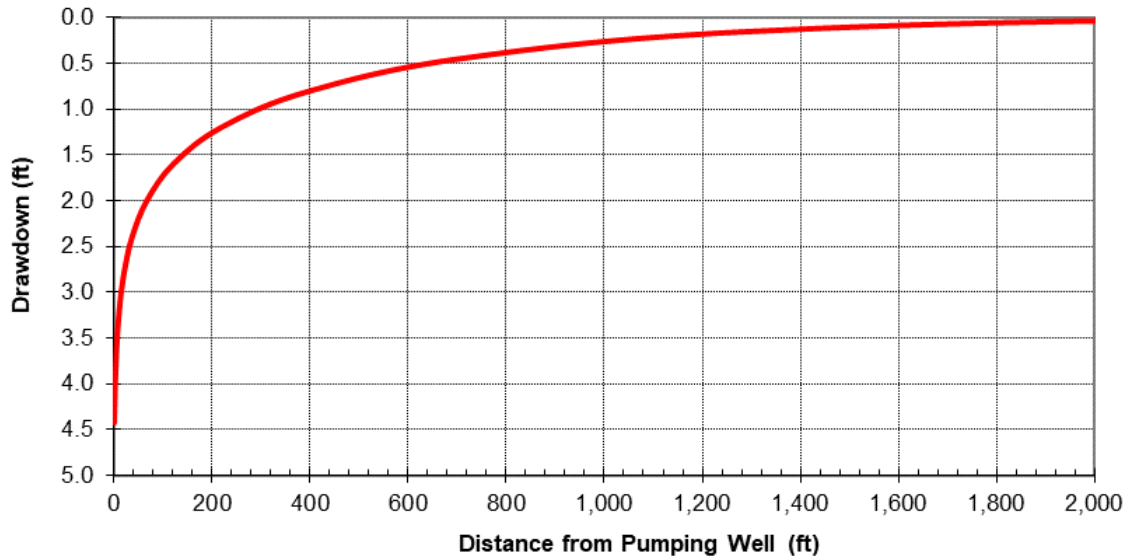


Figure 3 – Graphical representation of the cone of depression from the County well operation

Numerical Model

LADWP has developed a wellfield-specific groundwater flow model based on the USGS's valley-wide MODFLOW model for the Bishop-Laws area, which covers the area where the Landfill and Inyo County maintenance yard well are located. The Bishop-Laws model includes 3 model layers with 500 feet by 500 feet cells. The top model layer is approximately 100 feet thick, representing the shallow aquifer, from which the County well draws water. The 33 days of pumping was simulated using this groundwater flow model. The resulting drawdown contours did not exhibit any drawdown in the vicinity of the County well. This is primarily because of the model cell size and that the estimated nearby North Indian Ditch leakage rate (118 gpm) into the shallow aquifer is more than twice the pumping rate. As such, no graphical contour maps of drawdown in the shallow aquifer are included in this report.

Nearby Non-LADWP Wells and Vegetation

Based on available well completion reports, there are three well nearby, with the closest well located approximately 320 feet northeast of the County well (Figure 4). The well is screened from 65 to 82 feet-bgs. The nearby wells and the County well draw water from the same shallow aquifer, although perforated at different depths.

The vegetation parcels in the vicinity of the County well are either non-groundwater-dependent vegetation Type A or irrigated vegetation Type E, with the nearest Groundwater-dependent vegetation Type B or C parcels being over 800 feet from the County well. No long-term effects on nearby resources are expected according to the results of either model.

Results

The estimated amount of pumping to replace the water used at the Landfill is 7 acre-feet per year. The replacement water from a nearby County well will be pumped at a rate of approximately 48 gpm for a period of 33 days. It is expected that pumping will occur during the summer season. The pumping well will draw water from the shallow aquifer.

Based on the analytical model described above, approximately 1 foot of drawdown in the closest well is expected from pumping after 33 days at this distance. Groundwater levels in the shallow aquifer are expected to recover 37 days after completion of pumping (Figure 2). However, based on the numerical model described above, no drawdown is expected, considering the leakage from the nearby North Indian Ditch into the shallow aquifer.

Results of both the analytical and numerical modeling showed that the low pumping capacity and the short pumping duration will result in minimal shallow groundwater drawdown, which is expected to fully recover in about 37 days after the pumping stops. The closest nearby well to the Inyo County Maintenance Yard well is over 300 feet away. The closed groundwater-dependent vegetation is about 800 feet away from the County well. No significant effects due to pumping are expected in the nearby wells after 33 days and no long-term effects on nearby

resources from pumping the Inyo County well to replace the water used at the Landfill are expected.

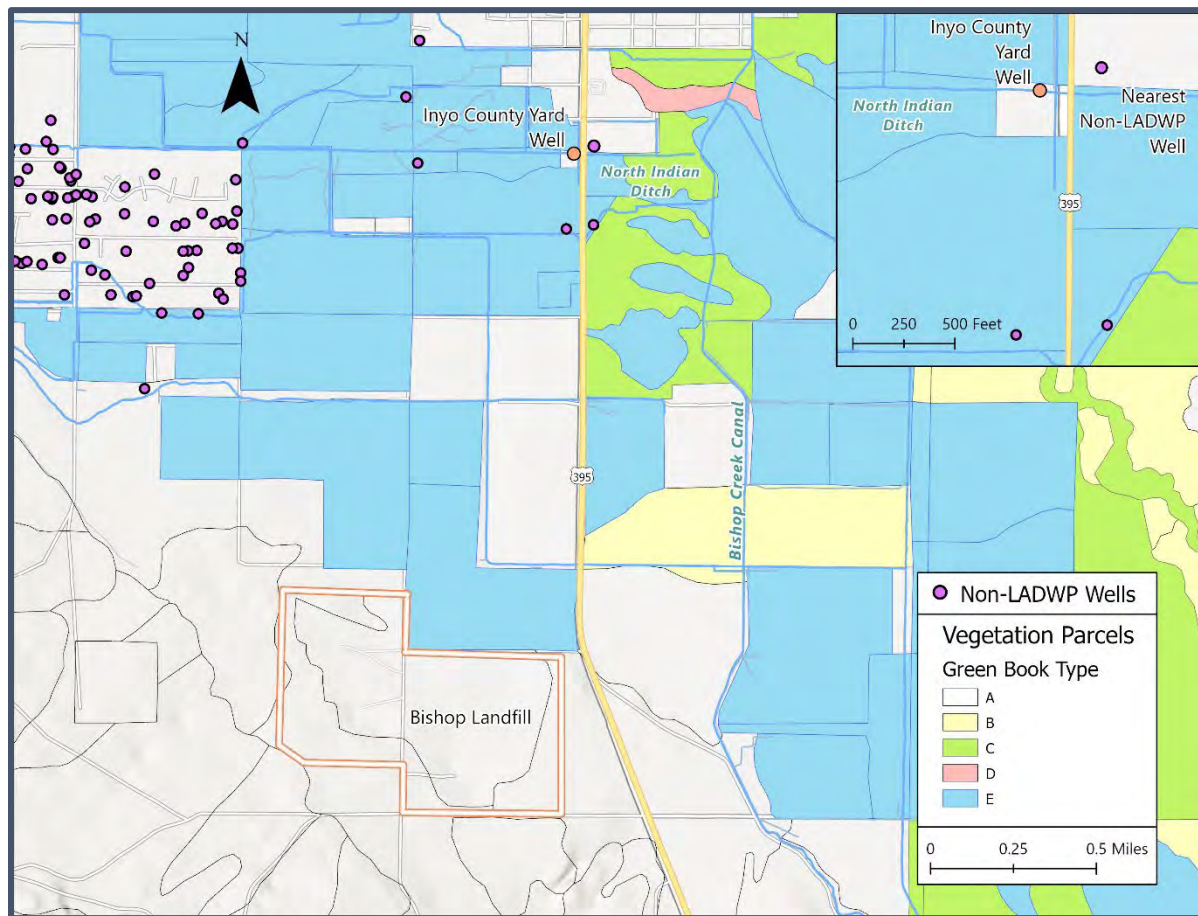


Figure 4 – Map of vegetation parcels and nearby wells in southern Bishop Area

Page intentionally left blank
(for double-sided printing)

APPENDIX B

NATIONAL WETLAND INVENTORY MAPS

Page intentionally left blank
(for double-sided printing)



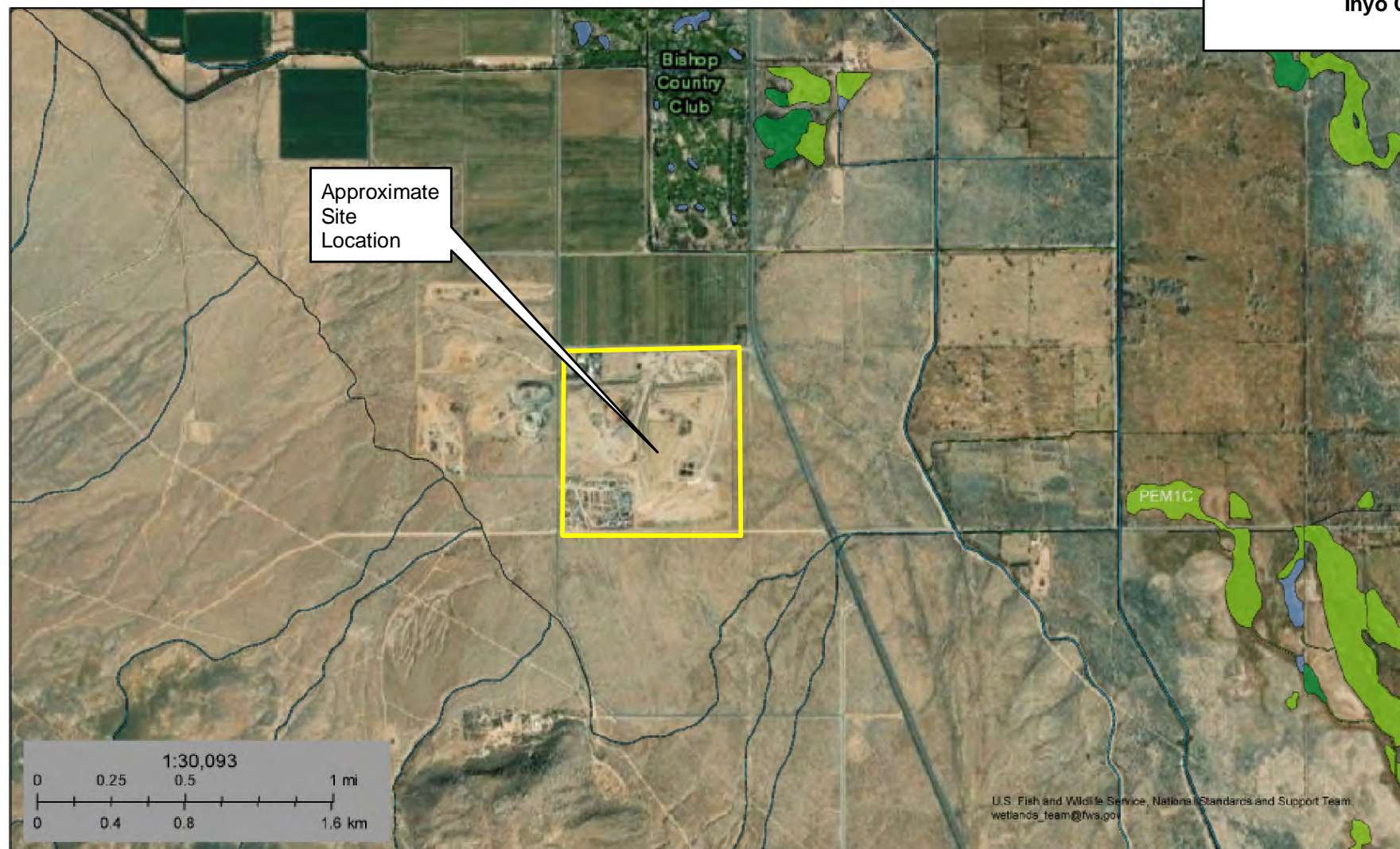
U.S. Fish and Wildlife Service

National Wetlands Inventory

Bishop-Sunland Landfill

U.S. FISH & WILDLIFE SERVICE
NATIONAL WETLAND INVENTORY MAP

Bishop-Sunland Landfill
Inyo County



June 17, 2022

Wetlands

- | | | |
|--------------------------------|-----------------------------------|----------|
| Estuarine and Marine Deepwater | Freshwater Emergent Wetland | Lake |
| Estuarine and Marine Wetland | Freshwater Forested/Shrub Wetland | Other |
| | Freshwater Pond | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Wetland data based on 1985 color imagery

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

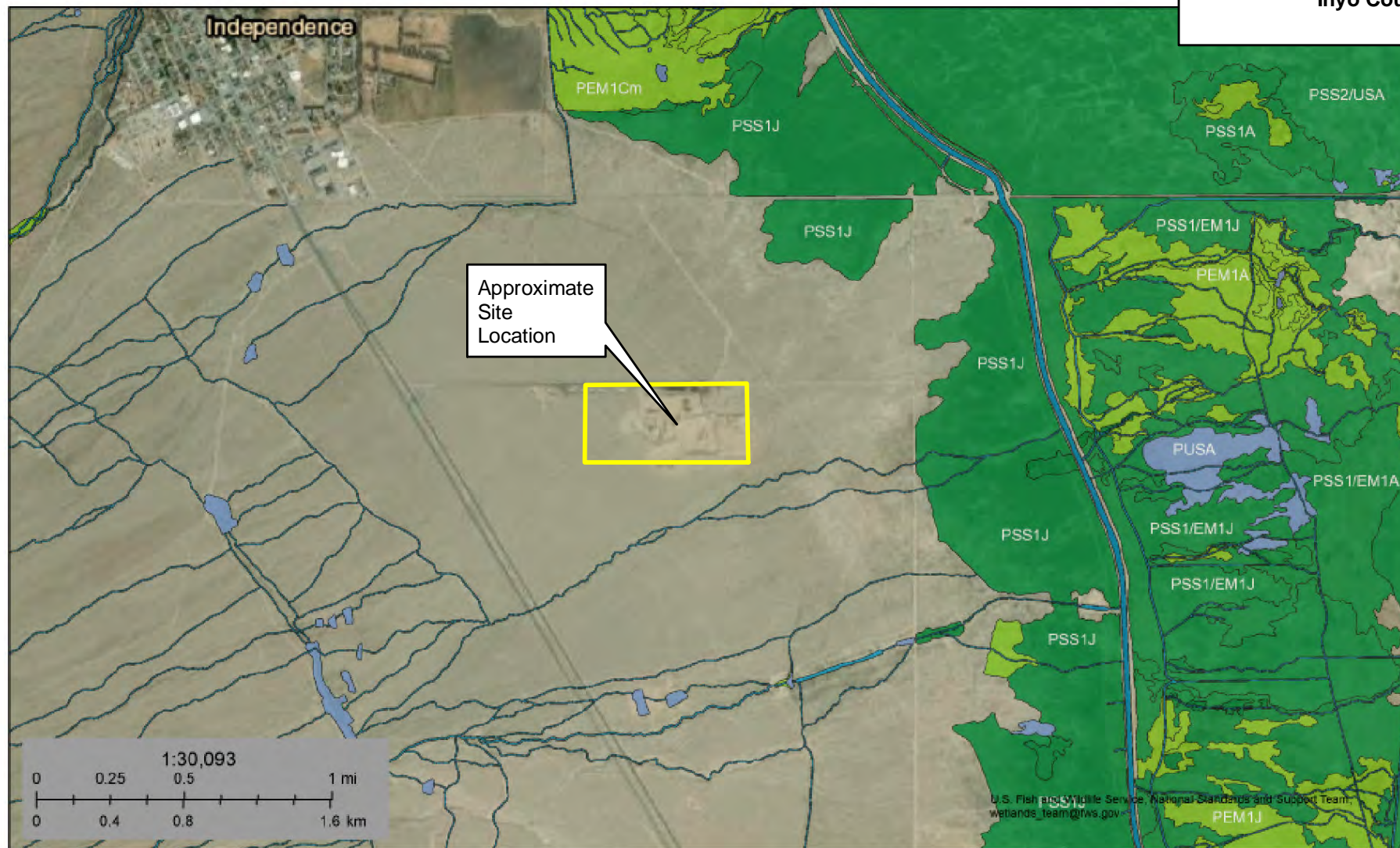


U.S. Fish and Wildlife Service
National Wetlands Inventory

Independence Landfill

U.S. FISH & WILDLIFE SERVICE
NATIONAL WETLAND INVENTORY MAP

Independence Landfill
Inyo County



June 17, 2022

Wetlands

- | | | |
|--------------------------------|-----------------------------------|----------|
| Estuarine and Marine Deepwater | Freshwater Emergent Wetland | Lake |
| Estuarine and Marine Wetland | Freshwater Forested/Shrub Wetland | Other |
| | Freshwater Pond | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Wetland data based on 1985 color imagery



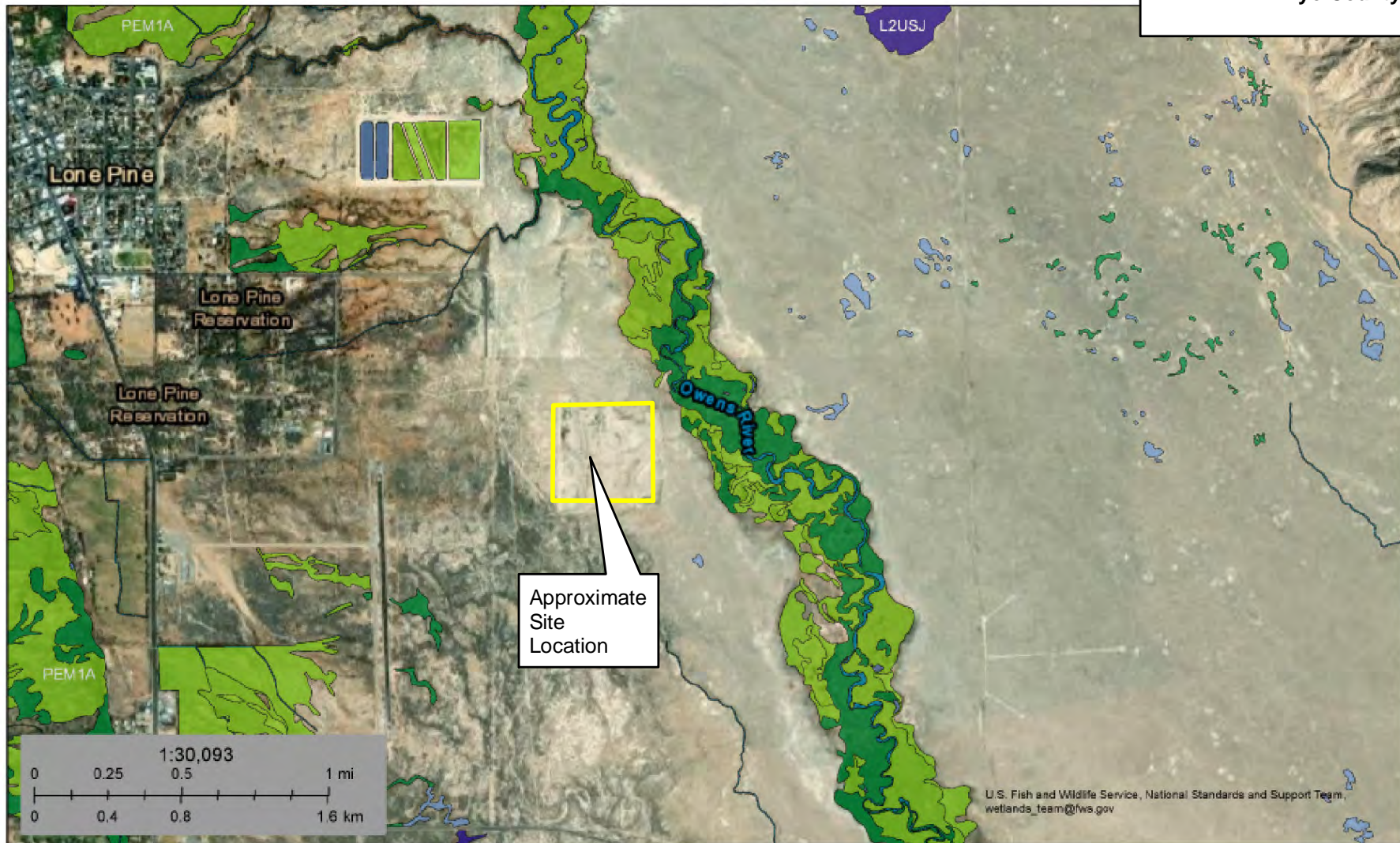
U.S. Fish and Wildlife Service

National Wetlands Inventory

Lone Pine Landfill

U.S. FISH & WILDLIFE SERVICE
NATIONAL WETLAND INVENTORY MAP

Lone Pine Landfill
Inyo County



June 17, 2022

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Wetland data based on 1985 color imagery

Page intentionally left blank
(for double-sided printing)

APPENDIX C

CNDDDB QUERY TABLES AND MAPS

Page intentionally left blank
(for double-sided printing)

Table C-1
Listed Species with the Potential to Occur at the Bishop-Sunland Landfill

	Scientific Name	Common Name	Status State	Status Fed	Status Other	General Habitat Description	Potential to occur	Rationale
Invertebrates								
	<i>Bombus morrisoni</i>	Morrison bumble bee			IUCN_VU-Vulnerable	Food plant genera include Cirsium, Cleome, Helianthus, Lupinus, Chrysothamnus, and Melilotus.	Low	Site is mostly bare disturbed ground, food plants not abundant on site
Fishes								
	<i>Catostomus fumeiventris</i>	Owens sucker	SSC			Aquatic, Great Basin flowing waters	None	No wetlands or surface water features at the subject site
	<i>Siphateles bicolor snyderi</i>	Owens tui chub	Endangered	Endangered		Aquatic, Great Basin flowing waters, Great Basin standing waters	None	No wetlands or surface water features at the subject site
	<i>Rhinichthys osculus ssp. 2</i>	Owens speckled dace	SSC			Aquatic, Great Basin flowing waters	None	No wetlands or surface water features at the subject site
Amphibians								
	<i>Lithobates pipiens</i>	northern leopard frog	SSC			Freshwater marsh Great Basin flowing waters Great Basin standing waters Marsh & swamp Wetland	None	No preferred habitat on site
Mammals								
	<i>Corynorhinus townsendii</i>	Townsend's big-eared bat		SSC		Chenopod scrub, Great Basin grassland, Great Basin scrub, Joshua tree woodland, Meadow & seep, Mojavean desert scrub, Riparian forest, Riparian woodland	Low	Potential foraging habitat on and around site. Natural roosting habitat absent on site
	<i>Euderma maculatum</i>	spotted bat		SSC		Occupies a wide variety of habitats from arid deserts and grasslands through mixed conifer forests.	Low	Potential foraging habitat on and around site. Natural roosting habitat absent on site
	<i>Lasionycteris noctivagans</i>	silver-haired bat				Primarily a coastal and montane forest dweller, feeding over streams, ponds and open brushy areas.	Low	No preferred habitat on site
	<i>Lepus townsendii townsendii</i>	western white-tailed jackrabbit		SSC		Sagebrush, subalpine conifer, juniper, alpine dwarf shrub and perennial grassland.	Unlikley	No preferred habitat on site
	<i>Vulpes vulpes necator pop. 2</i>	Sierra Nevada red fox - Sierra Nevada DPS	Endangered	Threatened		Use multiple habitat types in the alpine and subalpine zones including high-elevation conifer dominated by whitebark pine, mountain hemlock and lodgepole pine, as well as meadows and fell-fields; typically in areas of heavy snow cover.	Unlikley	Outside of Known Range, No preferred habitat on site
Plants								
	<i>Boechera dispar</i>	pinyon rockcress			2B.3			
	<i>Calochortus excavatus</i>	Inyo County star-tulip			1B.1	Chenopod scrub, Meadow & seep, Wetland	Low	Potential habitat along waterline route
	<i>Crepis runcinata</i>	fiddleleaf hawksbeard			2B.2	Mojavean desert scrub, pinyon and juniper woodland.	Low	Potential habitat along waterline route
	<i>Fimbristylis thermalis</i>	hot springs fimbristylis			2B.2	Meadows and seeps (alkaline).	Low	No preferred habitat on site
	<i>Plagiobothrys parishii</i>	Parish's popcornflower			1B.1	Great Basin scrub, Joshua tree woodland	Low	Potential habitat along waterline route
	<i>Ranunculus hydrocharoides</i>	frog's-bit buttercup			2B.1	Marshes and swamps.	None	Potential habitat along waterline route
	<i>Sidalcea covillei</i>	Owens Valley checkerbloom		Endangered	1B.1	Chenopod scrub, Meadow & seep, Wetland	Low	Potential habitat along waterline route
Sensitive Natural Communities								
	Alkali Meadow	Alkali Meadow				Meadow & seep Wetland	Low	Potential Alkali Meadow habitat along waterline route

Note: The list of special-status species with the potential to occur was determined using the California Natural Diversity Database (CNDDB). Search based on USGS Independence 15-minute quadrangle map.

SSC = California Species of special Concern

CNPS: 1B = Rare or Endangered in California and elsewhere

2B = Rare and Endangered in California, more common elsewhere

3 = Need more information

4 = Limited distribution or infrequent throughout a broader area in California.

0.1 = Seriously threatened in California (high degree/immediacy of threat)

0.2 = Fairly threatened in California (moderate degree/immediacy of threat)

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

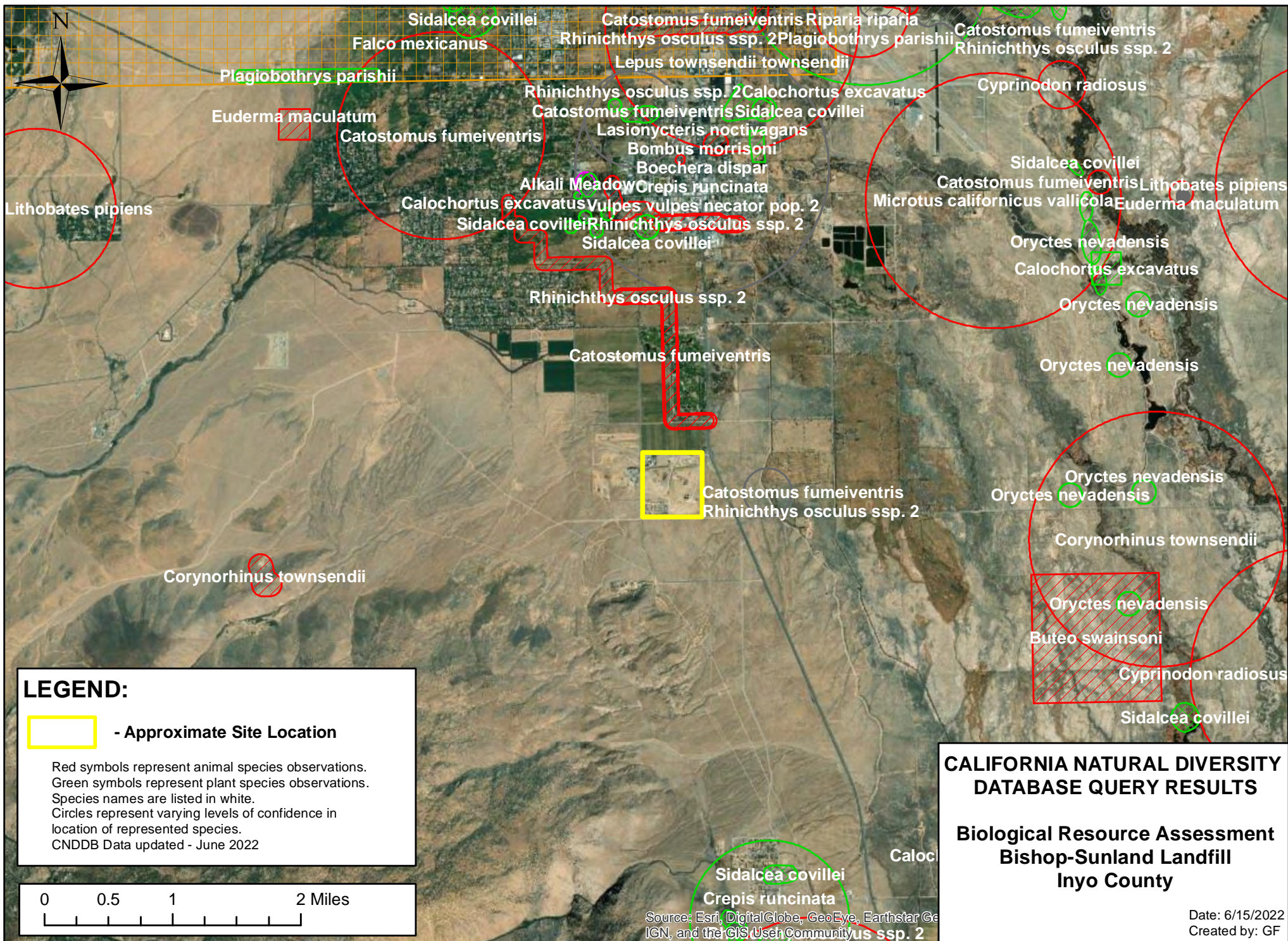


Table C-2
Listed Species with the Potential to Occur at the Independence Landfill

	Scientific Name	Common Name	Status State	Status Fed	Status Other	General Habitat Description	Potential to occur	Rationale
Invertebrates								
	<i>Bombus morrisoni</i>	Morrison bumble bee			IUCN_VU-Vulnerable	Food plant genera include Cirsium, Cleome, Helianthus, Lupinus, Chrysothamnus, and Melilotus.	Low	Site is mostly bare disturbed ground, food plants not abundant on site
Fishes								
	<i>Cyprinodon radiosus</i>	Owens pupfish	Endangered	Endangered		Aquatic, Great Basin flowing waters, Great Basin standing waters	None	No wetlands or surface water features at the subject site
	<i>Siphateles bicolor snyderi</i>	Owens tui chub	Endangered	Endangered		Aquatic, Great Basin flowing waters, Great Basin standing waters	None	No wetlands or surface water features at the subject site
Amphibians								
	<i>Hydromantes platycephalus</i>	Mount Lyell salamander	Watch List			Massive rock areas in mixed conifer, red fir, lodgepole pine, and subalpine habitats, 4000 to 11,600 feet in elevation.	None	No preferred habitat on site
Birds								
	<i>Buteo swainsoni</i>	Swainson's hawk		Threatened		Breeds in grasslands with scattered trees, juniper-sage flats, riparian areas, savannahs, and agricultural or ranch lands with groves or lines of trees.	Low	Potential foraging habitat on and around site. Nesting habitat absent on site
	<i>Coccyzus americanus occidentalis</i>	western yellow-billed cuckoo	Threatened	Endangered		Riparian forest nester, along the broad, lower flood-bottoms of larger river systems.	Low	No preferred habitat on site
	<i>Empidonax traillii extimus</i>	southwestern willow flycatcher	Endangered	Endangered		Riparian woodland	Low	No preferred habitat on site
	<i>Icteria virens</i>	yellow-breasted chat	SSC			Summer resident; inhabits riparian thickets of willow and other brushy tangles near watercourses.	Low	No preferred habitat on site
	<i>Ixobrychus exilis</i>	least bittern	SSC			Colonial nester in marshlands and borders of ponds and reservoirs which provide ample cover.	Low	No preferred habitat on site
Mammals								
	<i>Antrozous pallidus</i>	pallid bat		SSC		Chaparral, Desert wash, Great Basin grassland, Great Basin scrub, Mojavean desert scrub	Low	Potential foraging habitat on and around site. Natural roosting habitat absent on site
	<i>Corynorhinus townsendii</i>	Townsend's big-eared bat		SSC		Chenopod scrub, Great Basin grassland, Great Basin scrub, Joshua tree woodland, Meadow & seep, Mojavean desert scrub, Riparian forest, Riparian woodland	Low	Potential foraging habitat on and around site. Natural roosting habitat absent on site
	<i>Microtus californicus vallicola</i>	Owens Valley vole		SSC		Meadow & seep, Wetland	None	There are no wetlands or surface water features at the site
Plants								
	<i>Aliciella tridodon</i>	coyote gilia			2B.2	Great Basin scrub, pinyon and juniper woodland.	Possible	Potential habitat on site, however no undisturbed habitat on site
	<i>Calochortus excavatus</i>	Inyo County star-tulip			1B.1	Chenopod scrub, Meadow & seep, Wetland	Low	There are no wetlands or surface water features at the subject site
	<i>Eremothera boothii ssp. boothii</i>	Booth's evening-primrose			2B.3	Joshua tree woodland, pinyon and juniper woodland.	Low	No preferred habitat on site
	<i>Eremothera boothii ssp. intermedia</i>	Booth's hairy evening-primrose			2B.3	Great Basin scrub, pinyon and juniper woodland.	Possible	Potential habitat on site, however no undisturbed habitat on site
	<i>Mentzelia torreyi</i>	Torrey's blazing star			2B.2	Great Basin scrub, Mojavean desert scrub, pinyon and juniper woodland.	Possible	Potential habitat on site, however no undisturbed habitat on site
	<i>Orobanche ludoviciana var. arenosa</i>	Suksdorf's broom-rape			2B.3	Great Basin scrub.	Possible	Potential habitat on site, however no undisturbed habitat on site
	<i>Plagiobothrys parishii</i>	Parish's popcornflower			1B.1	Great Basin scrub, Joshua tree woodland	Low	No preferred habitat on site
	<i>Sidalcea covillei</i>	Owens Valley checkerbloom		Endangered	1B.1	Chenopod scrub, Meadow & seep, Wetland	Low	No preferred habitat on site
Sensitive Natural Communities								
	Water Birch Riparian Scrub	Water Birch Riparian Scrub				Riparian scrub	None	There are no wetlands or surface water features at the subject site

Note: The list of special-status species with the potential to occur was determined using the California Natural Diversity Database (CNDDB). Search based on USGS Independence 15-minute quadrangle map.

SSC = California Species of special Concern

CNPS: 1B = Rare or Endangered in California and elsewhere

2B = Rare and Endangered in California, more common elsewhere

3 = Need more information

4 = Limited distribution or infrequent throughout a broader area in California.

0.1 = Seriously threatened in California (high degree/immediacy of threat)

0.2 = Fairly threatened in California (moderate degree/immediacy of threat)

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

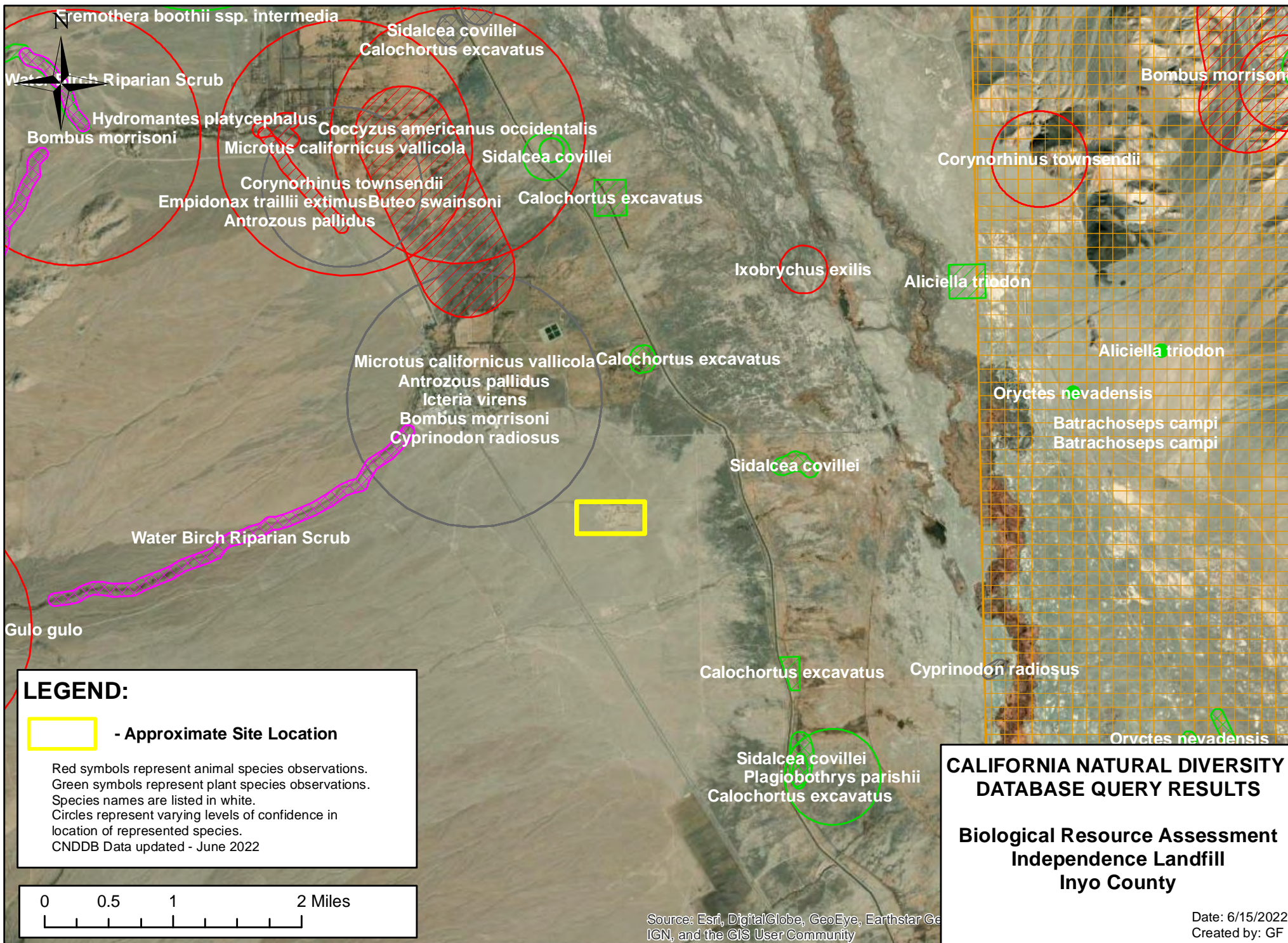


Table C-3
Listed Species with the Potential to Occur at the Lone Pine Landfill

	Scientific Name	Common Name	Status State	Status Fed	Status Other	General Habitat Description	Potential to occur	Rationale
Invertebrates								
	<i>Bombus morrisoni</i>	Morrison bumble bee			IUCN_VU-Vulnerable	Food plant genera include Cirsium, Cleome, Helianthus, Lupinus, Chrysothamnus, and Melilotus.	Low	Site is mostly bare disturbed ground, food plants not abundant on site
	<i>Pyrgulopsis wongi</i>	Wong's springsnail			USFS_S-Sensitive	Great Basin flowing waters, Meadow & seep	None	No wetlands or surface water features at the subject site
Fishes								
	<i>Cyprinodon radiosus</i>	Owens pupfish	Endangered	Endangered		Aquatic, Great Basin flowing waters, Great Basin standing waters	None	No wetlands or surface water features at the subject site
	<i>Siphateles bicolor snyderi</i>	Owens tui chub	Endangered	Endangered		Aquatic, Great Basin flowing waters, Great Basin standing waters	None	No wetlands or surface water features at the subject site
Amphibians								
	<i>Rana sierrae</i>	Sierra Nevada yellow-legged frog	Endangered	Threatened		Aquatic, Great Basin flowing waters, Great Basin standing waters	None	No preferred habitat on site
Reptiles								
	<i>Gopherus agassizii</i>	desert tortoise	Threatened	Threatened		Joshua tree woodland, Mojavean desert scrub, Sonoran desert scrub	Low	Potential Habitat exists on site, perimeter fence should be sufficient to exclude from site
Birds								
	<i>Charadrius montanus</i>	mountain plover		SSC		Chenopod scrub, Valley & foothill grassland	Low	Preferred habitat marginal on site
	<i>Charadrius nivosus nivosus</i>	western snowy plover		Threatened		Great Basin standing waters, Sand shore, Wetland	Low	No preferred habitat on site
	<i>Vireo bellii pusillus</i>	least Bell's vireo	Endangered	Endangered		Riparian forest, Riparian scrub, Riparian woodland	Low	No preferred habitat on site
Mammals								
	<i>Antrozous pallidus</i>	pallid bat		SSC		Chaparral, Desert wash, Great Basin grassland, Great Basin scrub, Mojavean desert scrub	Low	Potential foraging habitat on and around site. Natural roosting habitat absent on site
	<i>Corynorhinus townsendii</i>	Townsend's big-eared bat		SSC		Chenopod scrub, Great Basin grassland, Great Basin scrub, Joshua tree woodland, Meadow & seep, Mojavean desert scrub, Riparian forest, Riparian woodland	Low	Potential foraging habitat on and around site. Natural roosting habitat absent on site
	<i>Euderma maculatum</i>	spotted bat		SSC		Occupies a wide variety of habitats from arid deserts and grasslands through mixed conifer forests.	Low	Potential foraging habitat on and around site. Natural roosting habitat absent on site
	<i>Microtus californicus vallicola</i>	Owens Valley vole		SSC		Meadow & seep, Wetland	None	Potential habitat along waterline route
	<i>Ovis canadensis sierrae</i>	Sierra Nevada bighorn sheep	Endangered	Endangered		Alpine, Alpine dwarf scrub, Chaparral, Chenopod scrub, Great Basin scrub	Low	No preferred habitat on site
Plants								
	<i>Astragalus hornii</i> var. <i>hornii</i>	Horn's milk-vetch			1B.1	Alkali playa, Meadow & seep, Wetland	Low	Potential habitat along waterline route
	<i>Calochortus excavatus</i>	Inyo County star-tulip			1B.1	Chenopod scrub, Meadow & seep, Wetland	Low	Potential habitat along waterline route
	<i>Oryctes nevadensis</i>	Nevada oryctes			2B.1	Chenopod scrub, Desert wash, Mojavean desert scrub	Possible	Potential Habitat exists on site
	<i>Phacelia inyoensis</i>	Inyo phacelia			1B.2	Meadow & seep	Low	Potential habitat along waterline route
	<i>Plagiobothrys parishii</i>	Parish's popcornflower			1B.1	Great Basin scrub, Joshua tree woodland	Low	Potential habitat along waterline route
	<i>Sidalcea covillei</i>	Owens Valley checkerbloom		Endangered	1B.1	Chenopod scrub, Meadow & seep, Wetland	Low	Potential habitat along waterline route
Sensitive Natural Communities								
	Alkali Seep	Alkali Seep				Meadow & seep, Wetland	None	Potential habitat along waterline route

Note: The list of special-status species with the potential to occur was determined using the California Natural Diversity Database (CNDDB). Search based on Lone Pine 15-minute quadrangle map.

SSC = California Species of special Concern

CNPS: 1B = Rare or Endangered in California and elsewhere

2B = Rare and Endangered in California, more common elsewhere

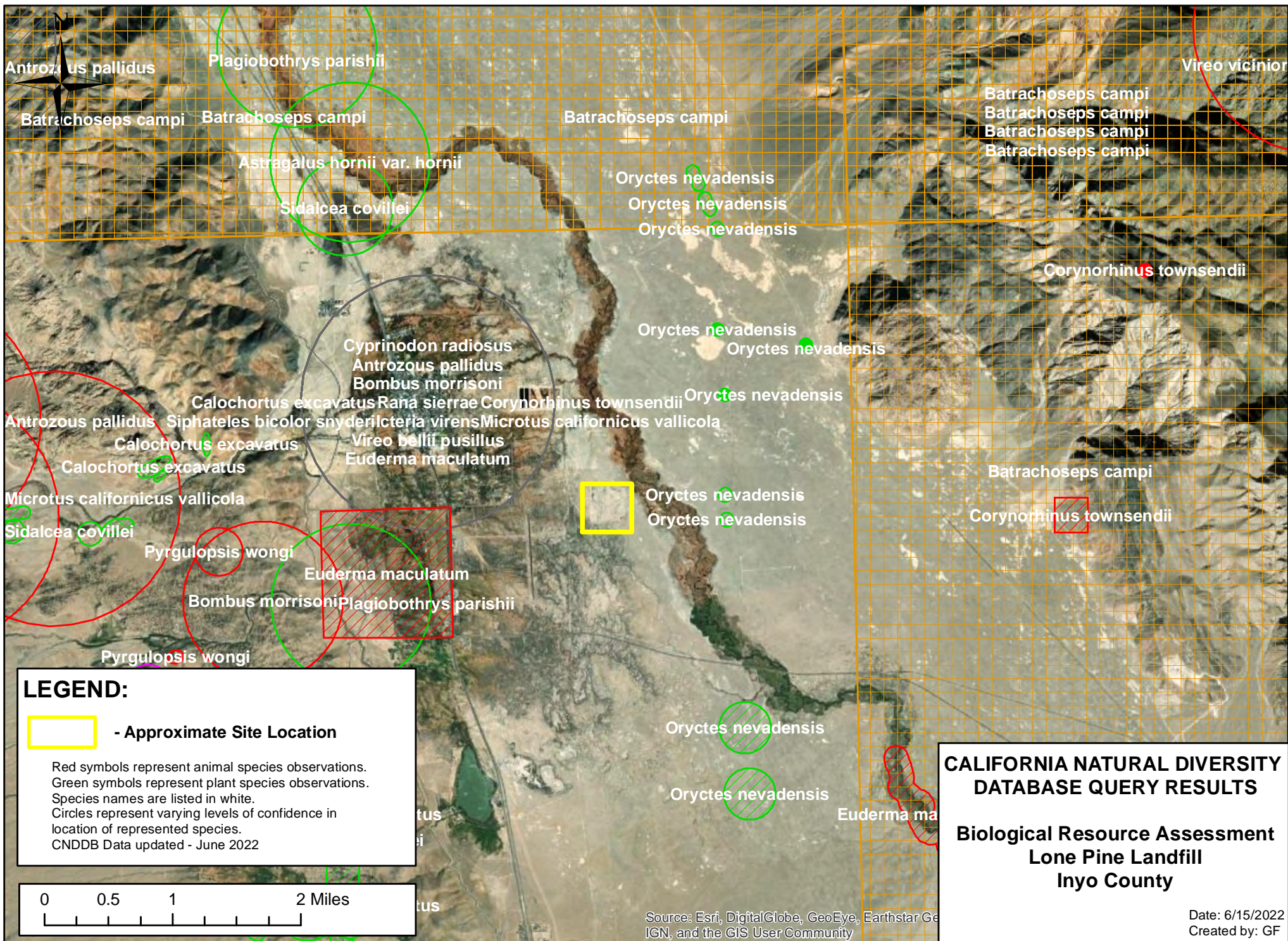
3 = Need more information

4 = Limited distribution or infrequent throughout a broader area in California.

0.1 = Seriously threatened in California (high degree/immediacy of threat)

0.2 = Fairly threatened in California (moderate degree/immediacy of threat)

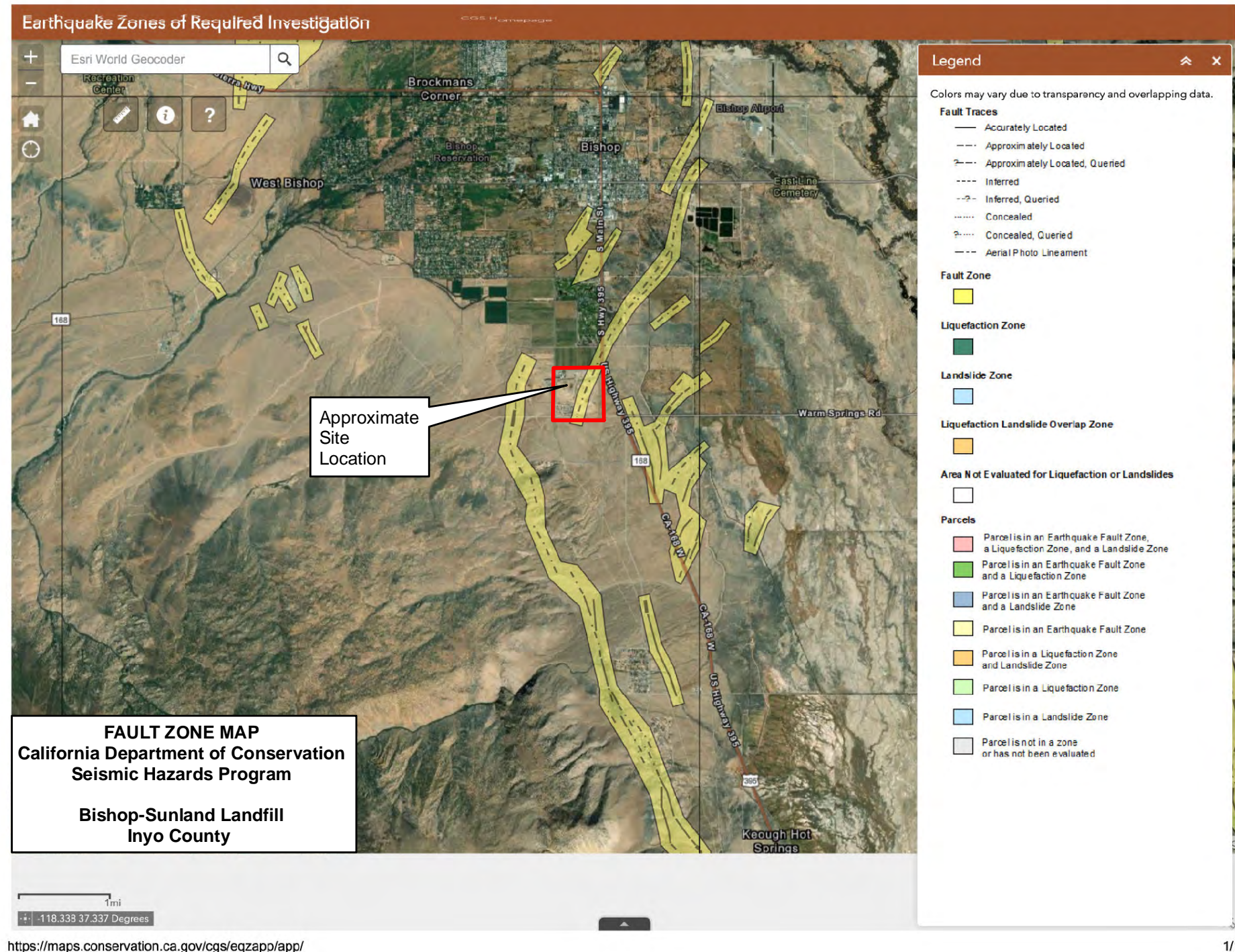
0.3 = Not very threatened in California (low degree/immediacy of threats or no current threats known)

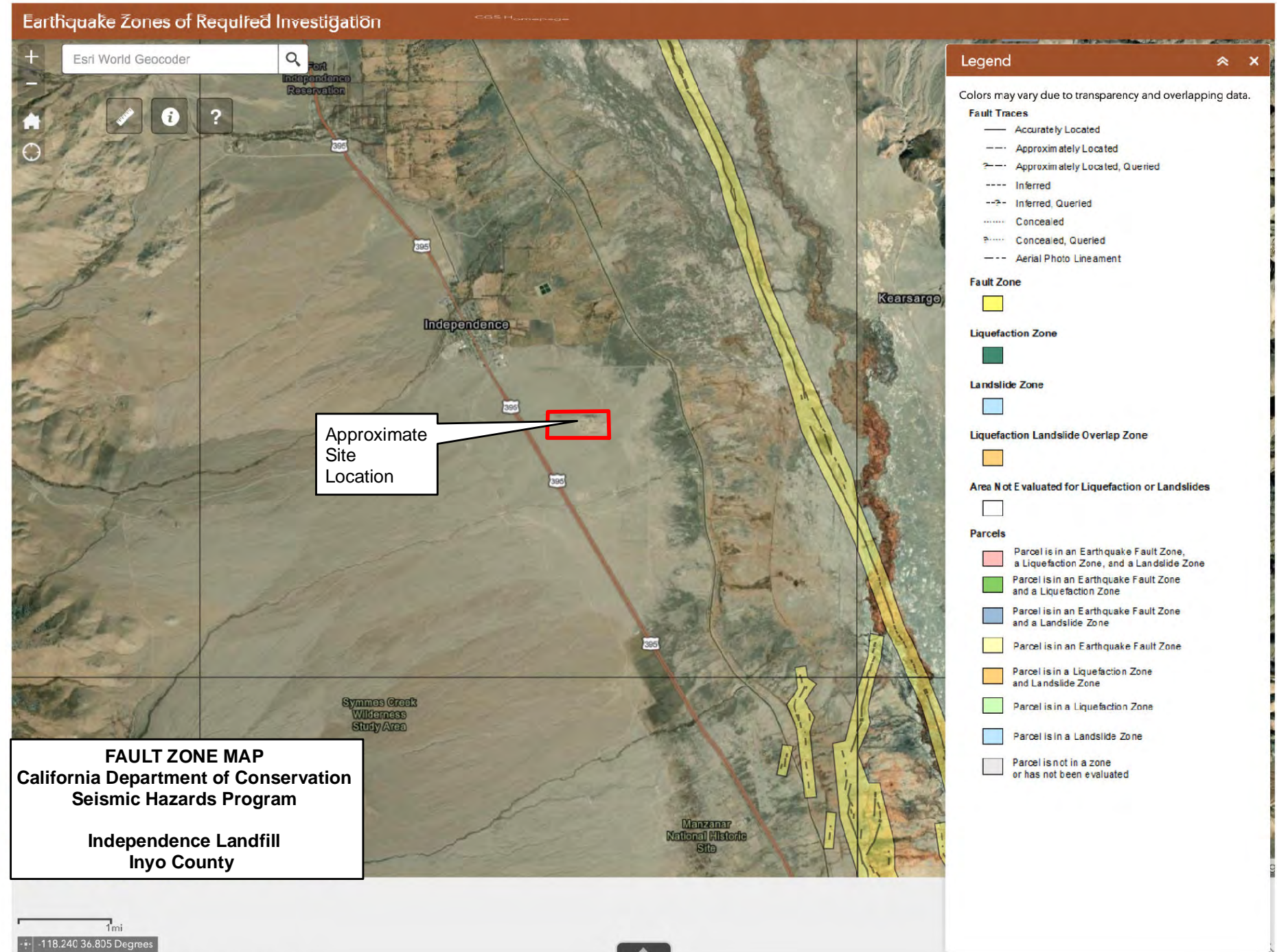


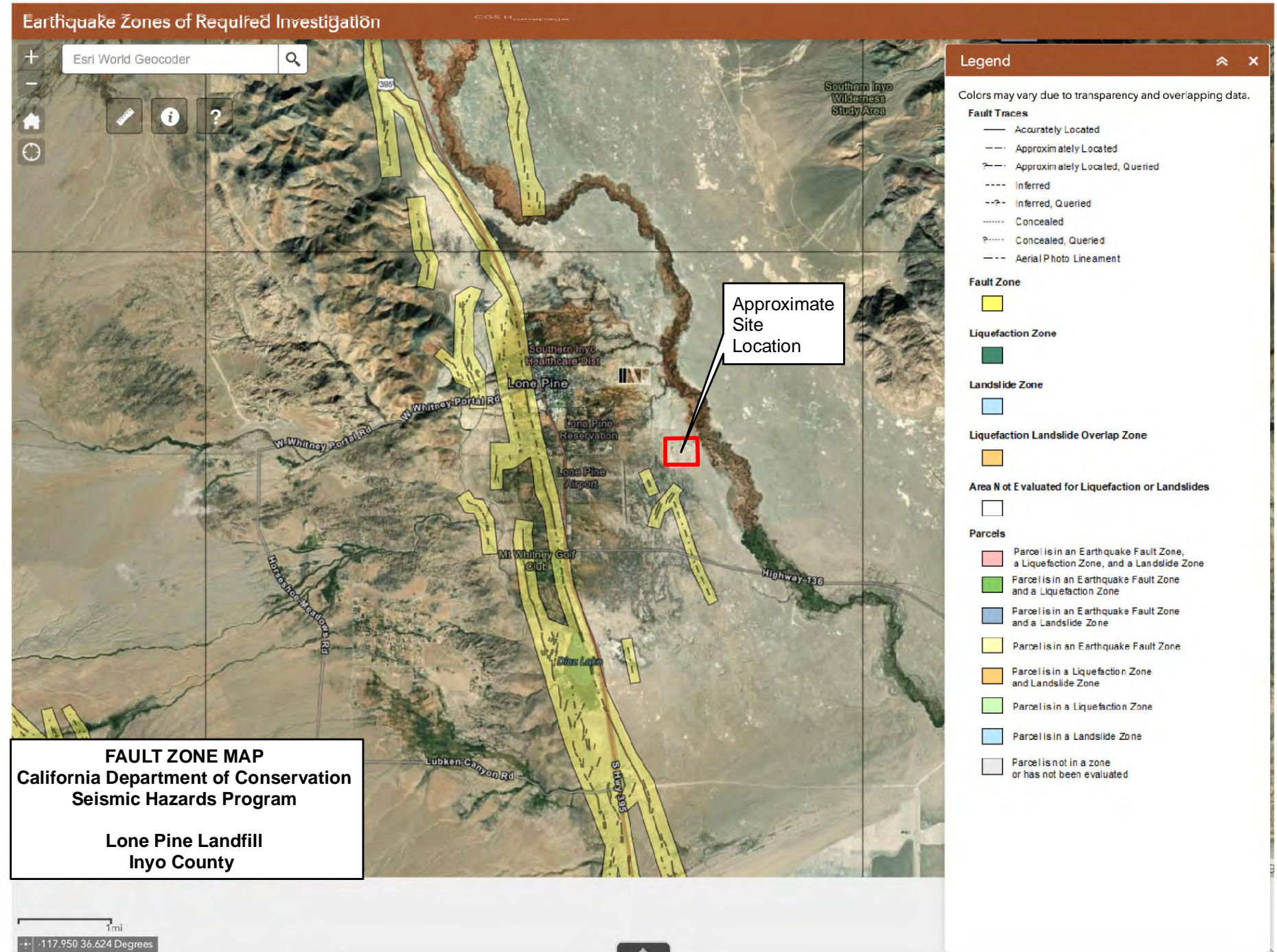
APPENDIX D

EARTHQUAKE FAULT ZONE MAPS

Page intentionally left blank
(for double-sided printing)







Page intentionally left blank
(for double-sided printing)

APPENDIX E
SUMMARY OF ARCHAEOLOGICAL SURVEY
OCTOBER 2023

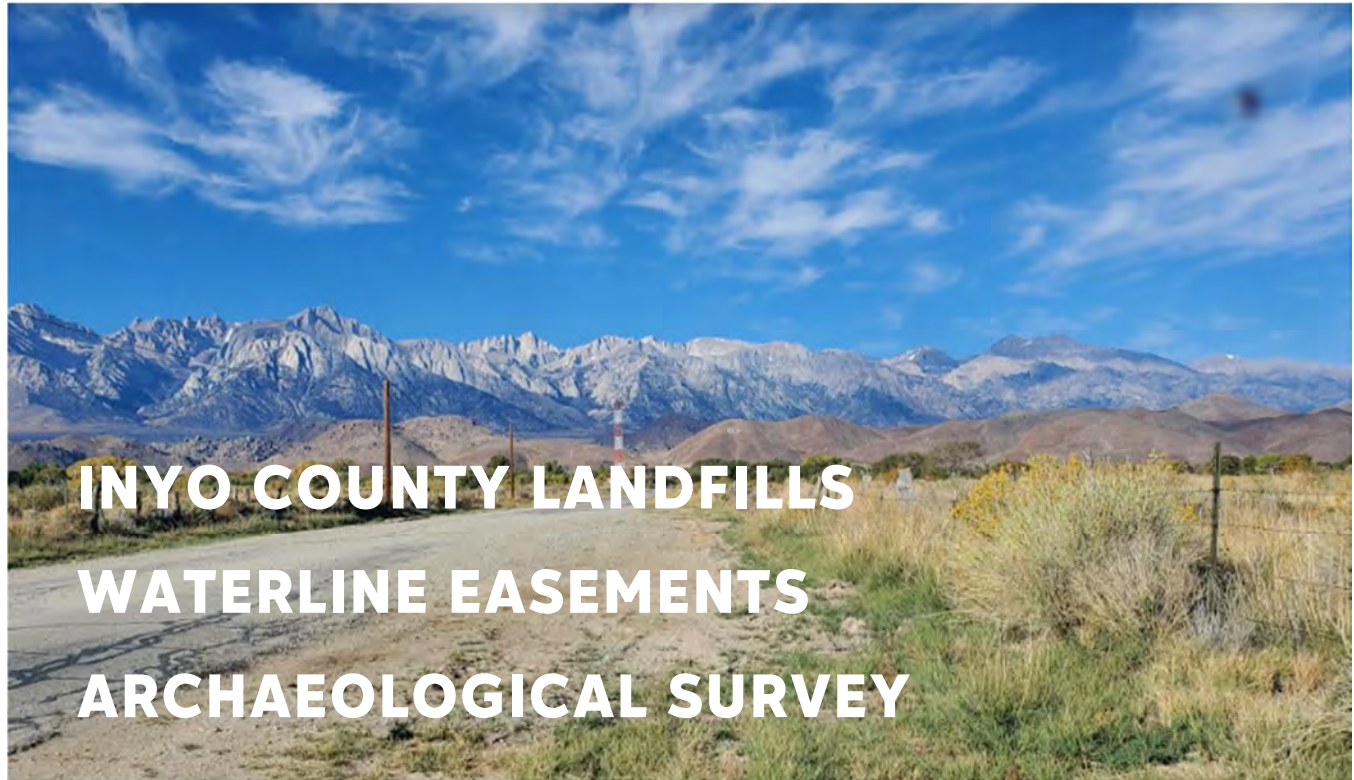
Page intentionally left blank
(for double-sided printing)



TEAMENVIRONMENTAL.COM

760-872-1033

459 W. Line Street, Suite A
Bishop, CA 93514



OCTOBER 2023

Lone Pine and Independence Landfill Access Roads
Inyo County, California

Prepared For:
Inyo County Department of Public Works
168 North Edwards Street
Independence, CA 93526

Contents

EXECUTIVE SUMMARY	1
Proposed Project	2
Background and Environmental Setting	5
Records Search Results	7
Field Survey Methods and Results	8
Evaluation	12
Summary and Recommendations	12
References	13

EXECUTIVE SUMMARY

This report describes the results of an archaeological investigation conducted to assess whether the establishment and purchase of easements along existing roads in Independence and Lone Pine for extension of the town water systems to the respective landfills would have potential to impact cultural and tribal resources. TEAM Environmental, Inc., conducted both a records search and a field survey of the proposed easement alignments.

To minimize new ground disturbance, trenches for the waterlines would be placed in areas previously disturbed by road construction. Along paved roads, the waterline would be placed in the road shoulder. Along dirt roads, the waterline would be placed in the center of the road. The Independence waterline easement is expected to be 6 ft wide and 7,551 ft long. The Lone Pine waterline easement is expected to be 6 ft wide and 7,494 ft long.

Results are detailed in the appendix, which is not included with the public version of this report. To summarize, several pre-contact Indigenous artifacts and dense scatters of twentieth-century trash had been previously recorded in the vicinity of both proposed easements. None of the previously recorded Independence archaeological resources occur in the proposed easement, but the Lone Pine easement would cross one multi-component (historic and Indigenous) site that is considered a contributing element of the Patsiata Historic District. The Patsiata Historic District is a traditional cultural property for five Tribes with ties to the Owens Valley and is pending listing in the National Register of Historic Places.

The field survey included a corridor 40 to 50 ft wide (including the roads themselves) along the proposed easement corridors. A variety of artifacts were encountered, including beverage cans, bottle fragments, concrete fragments, miscellaneous metal and pipe sections. Most appear to be the result of trash disposal rather than camping or other occupation. The only Indigenous artifacts encountered were two isolated obsidian flakes along the Independence corridor. However, visibility of the ground surface along much of the Lone Pine corridor was obscured by dense grass. That reduced visibility and the fact that the Lone Pine easement would cross a previously recorded site suggest that an additional measure is warranted: monitoring by a Tribal monitor or archaeologist is recommended to ensure no cultural resources are impacted when the Lone Pine waterline trench is excavated.

PROPOSED PROJECT

The archaeological survey described in this report was conducted in support of a project titled "Purchase of Three Parcels from the City of Los Angeles by Inyo County, Without Water Rights, for Continued Operation of Bishop–Sunland, Independence, and Lone Pine Landfills." As the project title indicates, the project entails a change in property ownership to facilitate Inyo County's continued operation of the three existing landfills and its compliance with applicable laws and regulations.

Both landfills have been operated by the County since at least 1965. Although the change in ownership would not alter current management or expand the footprint of the three landfills, one aspect of the project could potentially disturb previously undisturbed land, and thus has the potential to affect cultural resources. Currently, Inyo County trucks water to the Independence and Lone Pine landfills. As part of the project, Inyo County would purchase easements which would allow Inyo Public Works to extend the Independence and Lone Pine water systems to each of their landfills in the future. The County would place the waterlines in the existing shoulders of paved roads or along the centerline of existing dirt roads, but it is possible that trenching for the water lines could reach undisturbed sediments. At present, the easement is expected to be 6 ft wide and 7,551 ft from the town of Independence to the Independence Landfill (Figures 1 and 2), and 6 ft wide and 7,494 ft long from the town of Lone Pine to the Lone Pine Landfill (Figure 3 and 4).

The archaeological survey was conducted to identify archaeological sites that might be in the proposed easements, and to determine if mitigation and/or monitoring will be necessary to avoid adverse impacts.



Figure 1. Portion of the proposed Independence waterline easement route, view toward SW.

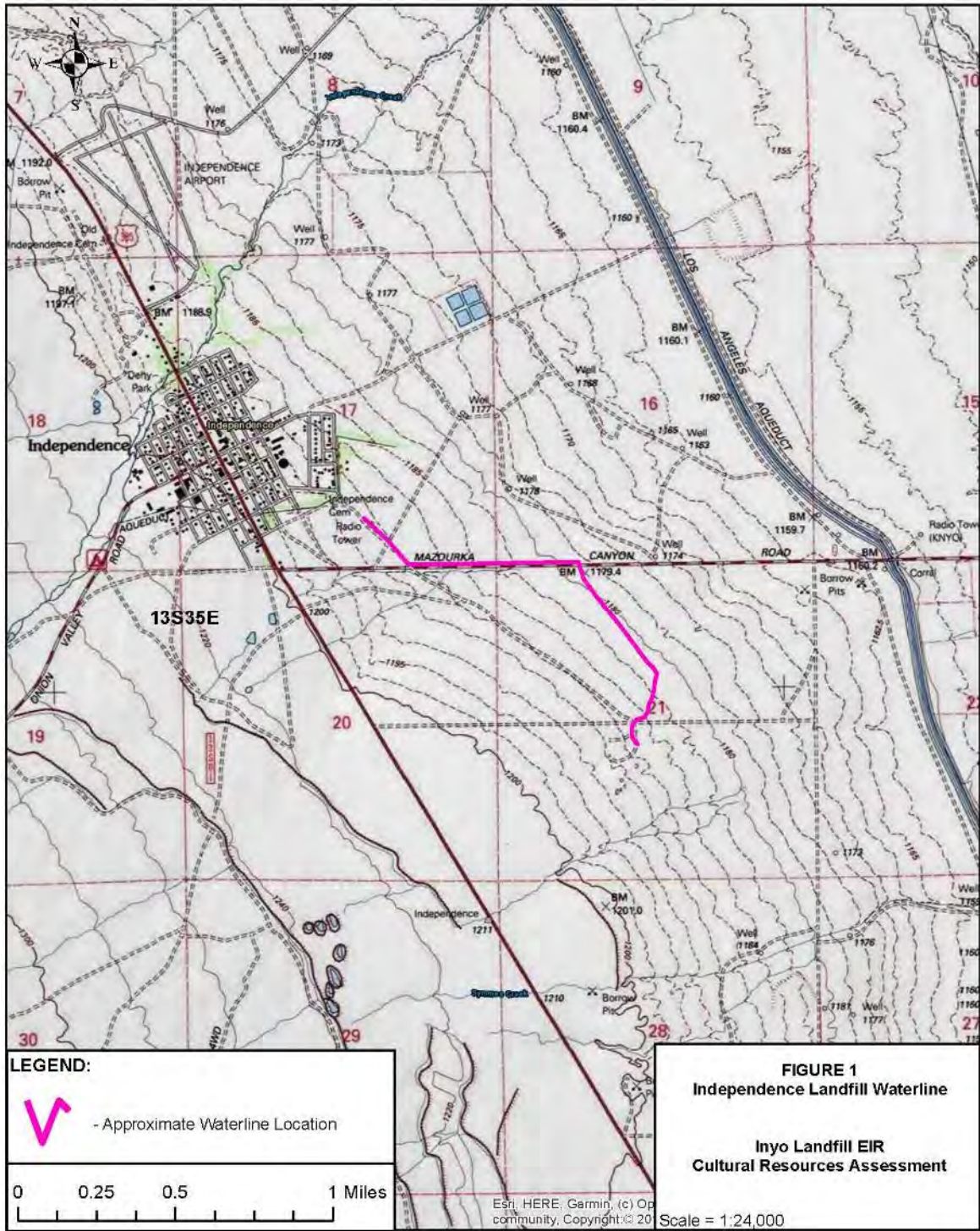


Figure 2. Location map, proposed Independence Landfill Waterline easement.

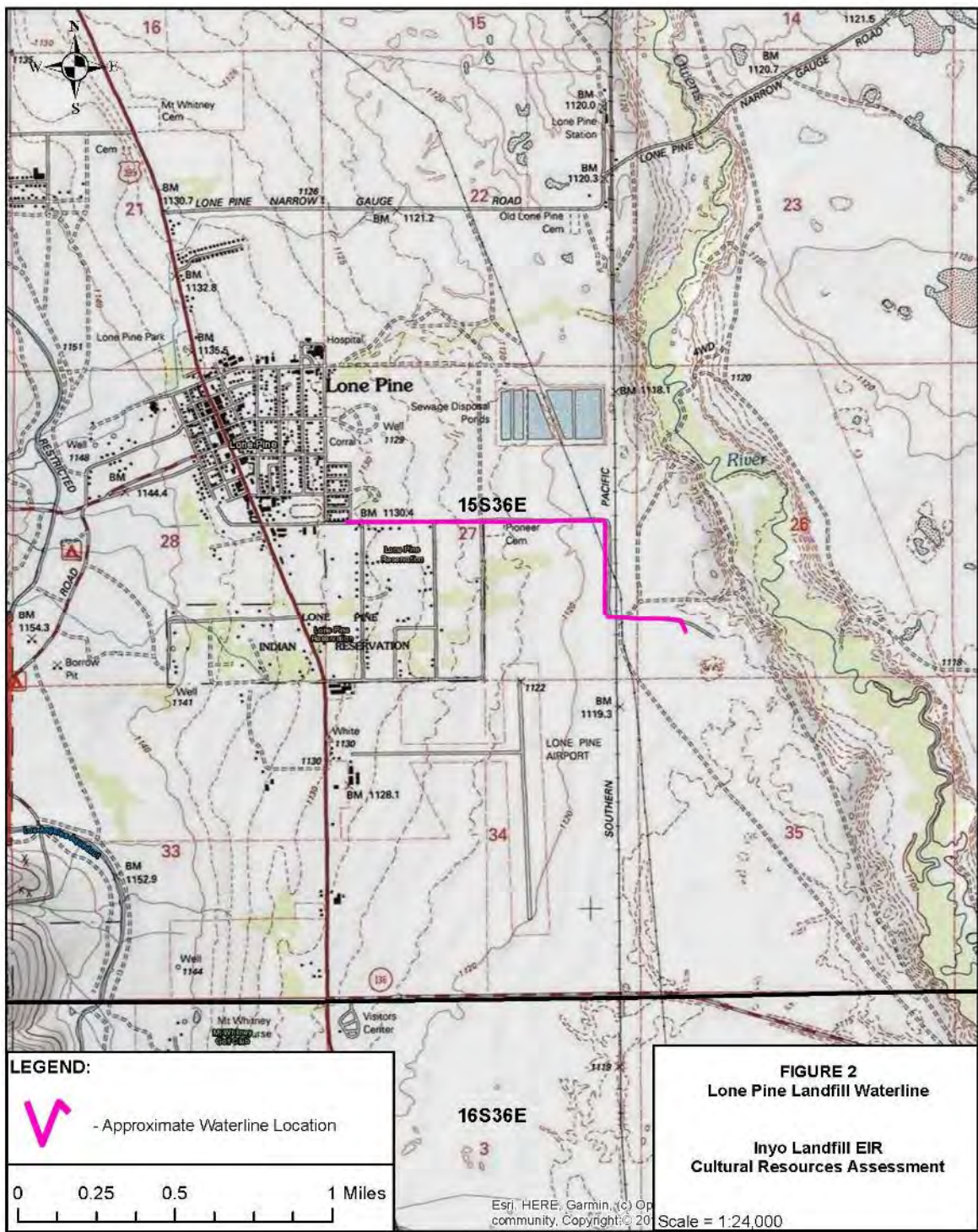


Figure 3. Location map, proposed Lone Pine Landfill Waterline easement.



Figure 4. Portion of the proposed Lone Pine waterline easement, view to west. Part of the Lone Pine Paiute-Shoshone Reservation is left of the road. Dense grass and other vegetation obscure ground visibility along Sub Station Road. Note also the strip of newer asphalt along the left edge of the pavement that indicates previous trenching.

BACKGROUND AND ENVIRONMENTAL SETTING

Both proposed easements are located on the floor of the Owens Valley, in the desert scrub vegetation community. Slopes are nearly level in both easement areas, and soils are composed mostly of sands, silts, and gravels derived from the Sierra Nevada, which rises up to 14,000 ft elevation less than 15 miles to the west. The environmental setting has been a rich environment for humans since time immemorial: the region is the traditional home of the Owens Valley Paiute or Nüümü, whose oral histories place them in Owens Valley (Payahuunadü) and the surrounding mountains since the beginning of time. Euroamericans began settling in Owens Valley in the nineteenth century, and they too have left traces of their occupation in archaeological sites and features.

Rabbitbrush (*Ericameria nauseosa*), buckwheat (*Eriogonum*), and saltbush (*Atriplex*) dominate the majority of both waterline routes, but the Lone Pine waterline would pass through heavy grass adjacent to irrigated lawns and pastures that also support landscape vegetation as well as willows and cottonwood trees. Russian thistle (*Salsola*) grows densely in some parts of project area. Both easements, while well-outside of the riparian vegetation associated with the river, are near enough to be associated with previous areas of riparian vegetation and traditional tribal uses of the Owens River corridor. If surface water were available closer to the proposed easements in pre-contact times, this would increase the likelihood of finding cultural resources in the area.

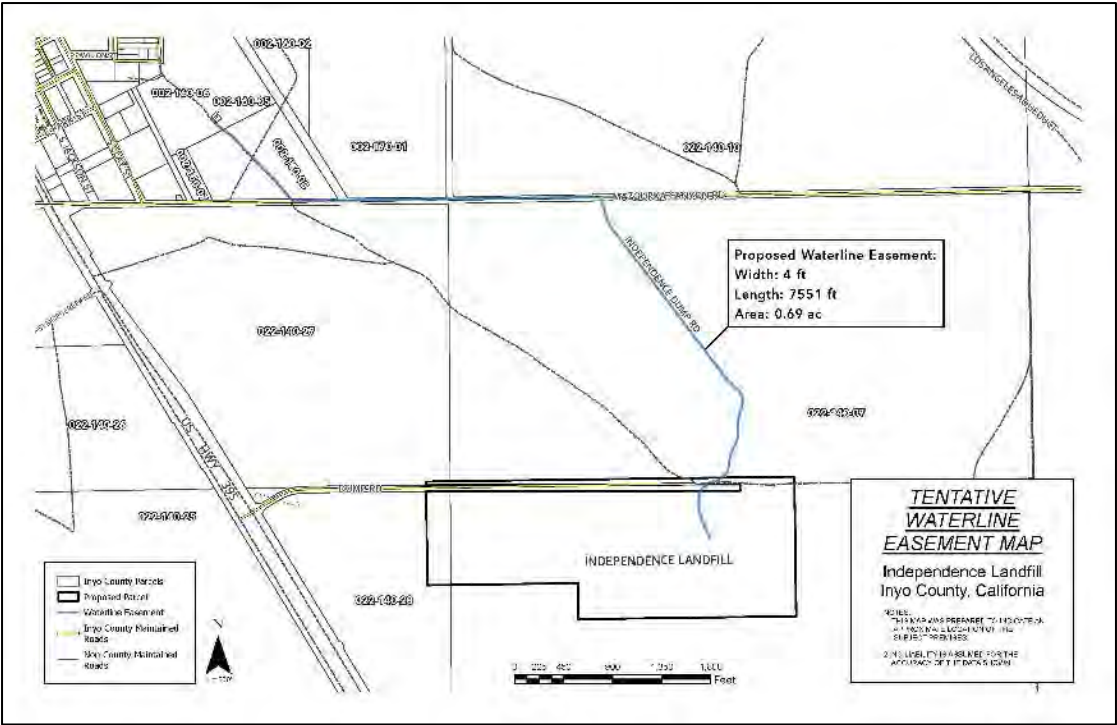


Figure 5. Parcel map for Independence Waterline Easement.

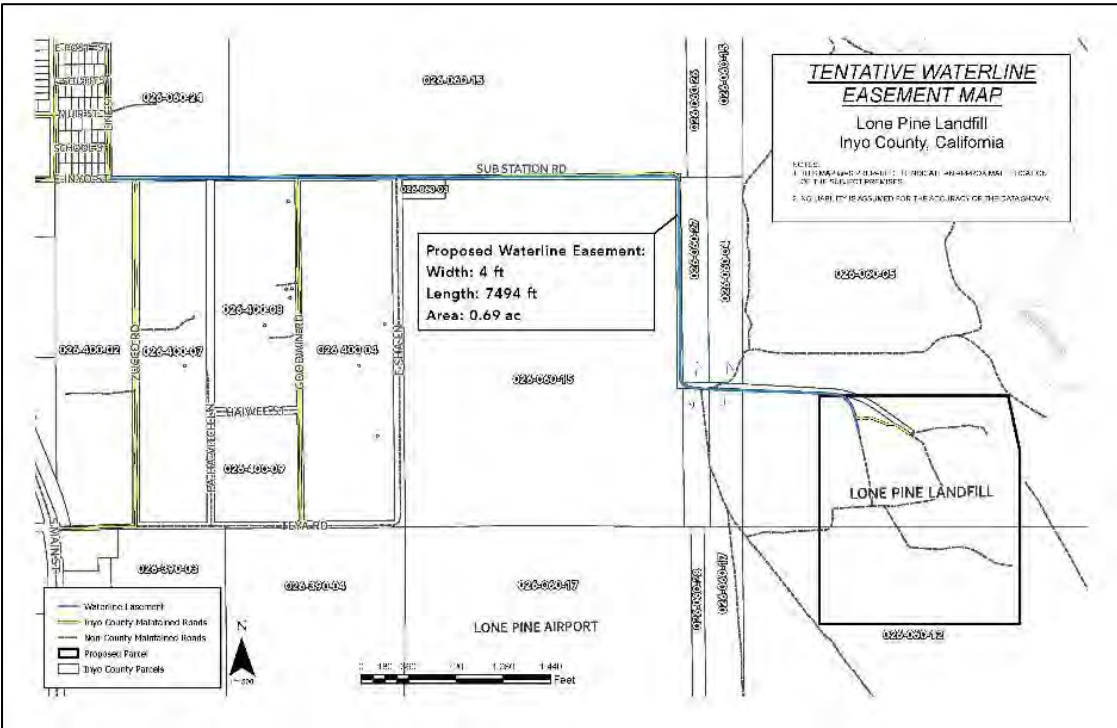


Figure 6. Parcel map for Lone Pine waterline easement.

The waterline easement for Independence Landfill, depicted in Figure 5, would extend from the existing waterline at Parcel 002-160-05, across parcel 002-160-08, along the shoulder of Mazourka Canyon Road, down the centerline of existing (dirt) Independence Dump Road, for a total length of approximately 7551 ft (1.43 miles).

The waterline easement for Lone Pine Landfill, depicted in Figure 6, would extend from the existing waterline at the intersection of E. Inyo Street and Line Street, along the shoulder of Sub Station Road, for a total length of approximately 7494 ft (1.42 miles). The Lone Pine route borders part of the Lone Pine Paiute-Shoshone Reservation and is crossed by Southern California Edison's 115 kV transmission line, constructed in 1912. Towers T462, T463, and T465 are adjacent to the project area. Part of the route parallels an abandoned track of the Southern Pacific Railroad, built from 1908-1910 to support the Los Angeles Aqueduct construction. The Lone Pine Pioneer Cemetery is south of Sub Station Road, adjacent to the project area.

RECORDS SEARCH RESULTS

On September 7, 2023, a records search was initiated with the regional office of the California Historical Resources Inventory System (CHRIS) at the Eastern Information Center (EIC), University of California, Riverside. As the designated information center for Inyo, Mono, and Riverside counties, the Eastern Information Center maintains copies of archaeological reports and site records for the area. The results, which included archaeological site and survey information for both project areas and an adjacent quarter-mile buffer, are included in a Confidential appendix and summarized below.

Independence Records

Two sites adjacent to the proposed easement route along Mazourka Canyon Road were recorded as part of a survey for the Digital 395 Project. CA-Inyo-8391 (P14-10961) is a multicomponent scatter with historic trash, 8 flakes, and 13 Owens Valley Brownware sherds, located 20 m north of Mazourka Canyon Road. CA-Inyo-8392 (P14-10962) is another multi-component site, with a lithic scatter, pottery sherds, and 20th-century trash, located 40 meters north of the road. As part of the SCE 112 kV transmission line survey, SWCA recorded three brownware sherds 13m north of Mazourka Canyon Road (P14-014225/CA-Inyo-010660). To the west of the project area is another 20th-century refuse scatter (P14-12764/LADWP0027) interpreted as a dumping location for residents of Independence. Urbana recorded the Mazourka Canyon Road itself as P14-14322, and considered the road significant for its role in the Euroamerican development of the Owens Valley and Inyo Mountains. Urbana's site record also notes that A.W. Von Schmidt mapped an "Indian Rancheria" in Section 16, a little over half a mile from the project area.

Lone Pine Records

Previous archaeological surveys had been conducted in the vicinity to record archaeological sites on the Lone Pine Paiute-Shoshone Reservation (Brooks et al. 1977) and for various projects: fuels treatment (Velasquez 2010a, b); a sewer line (Chaloupka 1977); the Owens River Water Trail Project (Vader and Lockwood 2019); and proposed replacement of the SCE transmission line (SWCA 2020). A variety of pre-contact Indigenous artifacts were found, including flaked stone, ground stone, and pottery. Post-contact features include the railroad grade (previously recorded as CA-INY-4607H), some cut-off telephone or telegraph pole remnants associated with the train, and a livestock pen. Not surprisingly for an area on the outskirts of a small town and adjacent to the modern landfill, the surveys encountered an enormous amount of trash, most of it interpreted as trash dumps of domestic household refuse. After a detailed pedestrian survey conducted for proposed upgrades to the transmission line, SWCA combined several of the sites into one large multicomponent site, CA-INY-5296H (P14-005649), which is over a mile in length and up to almost a half mile wide. This site is listed as a contributing resource in the Patsiata Historic District National Register nomination.

Sub Station Road itself was recorded as a site by Urbana Preservation and Planning (14-14347). Urbana interpreted historic maps to indicate that Sub Station Road was constructed prior to 1907 as a main wagon road. It later provided access to the SCE Control-Haiwee-Inyokern 115kV Transmission Line and the SCE Control-Coso-Haiwee-Inyokern 115kV Transmission Line (modern-day segments of the SCE Bishop Creek to San Bernardino 89kV "Tower Line") and the Owens River. The road was found ineligible for the National Register of Historic Places and the California Register of Historical Resources.

H.S. Riddell recorded sites in the vicinity in the 1950s, with pottery, ground stone, obsidian, slate, steatite bead, ceramic pipe, projectile points, and mussel shell, but subsequent visits to verify the locations found much-reduced artifact assemblages.

FIELD SURVEY METHODS AND RESULTS

Waterline installation would be planned to minimize disturbance: Inyo County would install the waterlines along the shoulder of paved roads, or in the center of unpaved roads. Although the easement is expected to be only 6 feet wide, a corridor approximately 50 feet wide centered on the access roads was surveyed to provide some flexibility in placement and to ensure adequate survey coverage. The Independence waterline easement was surveyed by Mary Farrell and Beth Deaton of TEAM Environmental, Inc., on October 7, 2023; the same two archaeologists surveyed the Lone Pine waterline easement on October 21, 2023. One traverse was walked along both sides of the paved roads. When an artifact or feature was encountered, additional areas were surveyed around it to determine if it was associated with a larger archaeological resource or an isolated find.

Both access routes have a fair amount of modern roadside litter, much of it apparently falling out from unsecured loads on the way to the landfills. Features and artifacts deemed modern were noted but not recorded in detail; these included aluminum cans, beverage cans with aluminum tops, cardboard, clothing, Styrofoam, plastic, modern bottle and bottle fragments, window glass, wire, lumber fragments, concrete block, glazed tile fragments, cinders, flagstone, and tires.

Each artifact or feature encountered that had diagnostic characteristics indicating it was more than 50 years old was plotted with an Android GIS mapping program. Along the Lone Pine road, the points were connected to a Geode Sub-Meter GPS Receiver. No permanent field datums were established and no artifacts were collected. A selection of artifacts and features were photographed.

Independence Waterline Easement Survey Results

Along the unpaved road segments, vegetation is sparse and ground visibility was good, with an estimated 60 to 90 percent of the ground surface visible. Along the paved road segments, there was little vegetation, and recent grading of shoulders provided a fresh surface to inspect.

There is evidence of extensive dumping along the Independence easement, especially immediately adjacent to the pumping station and most abundantly as the road nears the landfill. Little of the latter was recorded as it was judged to be an extension of dumping activity at the landfill itself. Artifacts are listed and mapped in the Appendix. All are consistent with roadside dumping, with three exceptions:

- Two obsidian flakes were found approximately 168 m apart (location in Confidential Appendix). The locations are not associated with any previously recorded sites, nor were other artifacts found in the immediate area. They appear to be isolates.
- A scatter of stones, some partially and shallowly buried, was different in size and distribution than what was observed in the rest of the area. No associated artifacts were found. While this is likely a natural feature, it was recorded out of an abundance of caution. Most of this unusual stone scatter is pictured in Figure 7. It is located only 7 ft (2.2 m) from the edge of the dirt road south of Mazourka Canyon Road, but the trench would be in the center of the road, so would be unlikely to impact this feature.
- The fill dirt around a telephone pole was filled with dozens of tiny clam shells, suggesting the dirt was brought in from the river or another nearby watercourse or flooded area (Figures 8 and 9).

Figure 7. Scatter of stones, with tape measure for scale. Located approx. 7 ft from the dirt road edge, this possible feature is outside the proposed waterline easement.



Figure 8. Utility pole where shell fragments were noted, suggesting previous flooding or that flood deposits or stream banks were used as fill.



Figure 9. Detail of shell.

Lone Pine Waterline Easement Survey Results

In Lone Pine, a limited number of historic artifacts were found. Most appear to be associated with previously recorded sites and are consistent with episodes of domestic refuse disposal. Artifacts and features are listed and mapped in the Appendix. A few small fragments of pre-1918 sun-colored amethyst bottle glass were likely the oldest artifacts encountered; they were found in a small concentration of glass and metal fragments, but the presence of plastic in the same area suggests the feature represents multiple decades of sporadic roadside dumping. Approximately 20 ft from the paved road edge, the concentrated dump feature containing pre-1918 glass is outside of the proposed waterline easement. There are irrigation ditches throughout the area and one ditch crosses under the road through a culvert with concrete headwalls (Figure 10). No pre-contact Indigenous artifacts, such as pottery or flaked or ground stone, were observed. The fence for the Lone Pine Pioneer Cemetery is over 10 ft from the pavement edge (Figure 11).



Figure 10. Irrigation ditch that crosses under Sub Station Road. View toward SSW.



Figure 11. White picket fence bounds the Lone Pine Pioneer Cemetery, south of Sub Station

Road. View to SW.

EVALUATION

None of the artifacts or features found during the field survey would be considered significant cultural resources in themselves, nor do they appear to be important parts of the previously recorded archaeological sites. Beverage cans with bullet holes along the Independence waterline easement corridor suggest target practice (and maybe camping or picnicking) occurred on site, but most of the artifacts appear to be secondary deposits of domestic trash, or in some cases, landscaping demolition debris. Survey results suggest that no significant cultural resources would be affected by the Independence waterline easement.

Survey results for the Lone Pine waterline easement are similar: no Indigenous artifacts or features and no artifacts or features clearly over 50 years in age were found in the Sub Station Road shoulder, where the easement would be located. However, the road (and the waterline easement) would pass through the boundaries of a previously recorded multi-component site that consists of Indigenous artifacts as well as twentieth-century trash. This site is considered a contributing element of the Patsiata (Owens Lake) Historic District, which is pending approval for listing in the National Register of Historical Resources as a Traditional Cultural Property. Even though no surface evidence of historic Indigenous occupation was observed in the project area, visibility of the ground surface was limited, and there may be buried cultural deposits obscured by recent disturbance or natural vegetation.

SUMMARY AND RECOMMENDATIONS

Monitoring of the waterline trench excavation from Lone Pine to the Lone Pine Landfill is recommended to ensure no significant impacts to significant cultural resources as a result of the proposed project. Because the waterline passes through a site that is part of the Patsiata Historic District traditional cultural property, monitoring would most appropriately be conducted by a trained Tribal monitor. The Lone Pine Paiute-Shoshone Reservation Tribal Historic Preservation Officer, who coordinates monitor schedules, should be provided at least two weeks' notice as well as funding for the work. Alternatively, an archaeologist could monitor the trenching, with results reported to the Lone Pine Paiute Shoshone Tribe and the County.

REFERENCES

- Brooks, Richard H., Daniel O. Larson, Arnie Cunningham, Richard Wilson, Joseph King, and Kathyne Olson. 1977. A Cultural Inventory of Five Indian Reservation Areas, Lone Pine, Fort Independence, Big Pine, Bishop, and Adjacent Benton Springs, in Owens Valley, California. Prepared for the National Park Service, Western Archaeological Center, Tucson, AZ, but Nevada Archaeological Survey, UNLV.
- Chaloupka, Chris L. 1977. Cultural Resource Assessment, Lone Pine Indian Reservation, Project No. 1383. Conducted for proposed sewer line from reservation to treatment facility.
- Chambers Group Inc. 2012. Class III Inventory for California Broadband Cooperative Digital 395 Middle Mile Project (#5569). Prepared for California Broadband Cooperative.
- Minor, Julie, and Michael K. Lerch. 2007. Archaeological Survey and Monitoring for Rounds 1 and 2 of the Control-Haiwee-Inyokern 115 kV Tower Footings Repair Project. Inyo County, California. Technical Report 07-06. Statistical Research. Inc. Woodland. California. Submitted to Southern California Edison, Rosemead, CA 91770.
- SWCA Environmental Consultants. 2020. Cultural Resources Inventory for TLRR Evaluation Project along the Ivanpah-Control 115-kV Transmission Line, Inyo, Kern, and San Bernardino Counties, California. Prepared for the Bureau of Land Management, California Desert District and Southern California Edison by SWCA Environmental Consultants, Pasadena, California.
- Urbana Preservation & Planning, LLC, Historic-Era Built Environment Survey Report Proposed Transmission Line Rating and Remediation Program | Ivanpah – Control Project; Inyo, Kern, and San Bernardino Counties, CA, 2021.
- Vader, Michael, and Chris Lockwood. 2019. Owens River Water Trail Project Inyo County, California Cultural Resources Assessment Report. Prepared for County of Inyo, Water Department and Army Corps of Engineers, Los Angeles District, by ESA. Survey touched our project area where Sub Station Road turns south. They found P-14-000308 on other side of the tracks. Also: P-14-009230 near where road turns east again.
- Velasquez, Steph, 2010a. An Archaeological Survey Report for the Lone Pine Fuel Reduction Project, Inyo County, California. California Department of Forestry and Fire, Riverside, CA.
- Velasquez, Steph, 2010b. An Archaeological Survey Report for the Lone Pine Airport VMP Rx-South-029-BDU, Inyo County, California. California Department of Forestry and Fire, Riverside, CA.

Page intentionally left blank
(for double-sided printing)

APPENDIX F

RESPONSE TO COMMENTS

Page intentionally left blank
(for double-sided printing)

NOTICE OF AVAILABILITY AND INTENT

Notice is hereby given that a Draft Initial Study and Mitigated Negative Declaration (IS/MND) has been prepared pursuant to the California Environmental Quality Act (CEQA) and Inyo County CEQA Procedures, and are available for public review:

Purchase of Three Parcels from the City of Los Angeles by Inyo County, Without Water Rights, for Continued Operation of Bishop-Sunland, Independence, and Lone Pine Landfills

The County has been operating three (3) existing landfills near the communities of Bishop, Independence, and Lone Pine for over 5 years, to provide essential waste disposal services to its citizens. For the County to continue to use and operate the landfill properties for solid waste disposal purposes in accordance with permit requirements, and in compliance with current laws and regulations regarding landfills in California, the County must acquire the properties on which the waste disposal facilities are located. The County does not intend to change the general use of the properties at issue from their existing uses. However, those operations may be changed as required to comply with current regulatory requirements set forth by Public Resources Code, Division 30; California Code of Regulations (CCR) Title 14; CCR Title 27; Solid Waste Facility Permits issued by the California Department of Resources Recycling and Recovery (CalRecycle); Waste Discharge Requirements issued by the Lahontan Regional Water Quality Control Board (RWQCB); and other applicable local, State, and Federal regulations, as well as other reasonably foreseeable changes flowing from the change in ownership of the properties. The proposed purchase would not include water rights, but would include a water exchange for continued use of an existing supply well (Bishop-Sunland) and easements for extension of town waterlines for landfill operational uses (Independence and Lone Pine).

The 30-day review period for this Draft Mitigated Negative Declaration of Environmental Impact begins on June 1, 2024 and expires on July 1, 2024. During this period comments may be submitted regarding the Draft Initial Study / Mitigated Negative Declaration. Inyo County is not required to respond to any comments received after this date. Written comments and all questions should be addressed Rebecca Graves, Operations Analyst at P.O. Drawer "N," Independence, CA 93526, or emailed to Rebecca.Graves@inyocounty.us.

Copies of the Draft Initial Study and Mitigated Negative Declaration for this project are available for review at the Inyo County Administrators Office (224 N. Edwards Street, Independence) and the Inyo County Public Works Department, Solid Waste Services website: <https://www.inyocounty.us/services/county-administrators-office/landfill-acquisitions>.



DEPARTMENT OF PUBLIC WORKS

P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

Michael Errante, Director of Public Works

May 31, 2024

**RE: DRAFT INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION (IS/MND):
PURCHASE OF THREE PARCELS FROM THE CITY OF LOS ANGELES BY INYO
COUNTY, WITHOUT WATER RIGHTS, FOR THE CONTINUED OPERATIONS OF THE
BISHOP-SUNLAND, INDEPENDENCE, AND LONE PINE LANDFILLS**

To Whom It May Concern:

The County of Inyo (County), as Lead Agency under the California Environmental Quality Act (CEQA), published a Draft Initial Study and Mitigated Negative Declaration (IS/MND) pursuant to CEQA and Inyo County CEQA Procedures for the above referenced project. The 30-day comment period will run from June 1, 2024 through July 1, 2024.

The County has been operating three (3) existing landfills near the communities of Bishop, Independence, and Lone Pine for over 50 years, to provide essential waste disposal services to its citizens. For the County to continue to use and operate the landfill properties for solid waste disposal purposes in accordance with permit requirements, and in compliance with current laws and regulations regarding landfills in California, the County proposes to purchase the properties on which the waste disposal facilities are located. The parcels would be purchased without water rights, from the Los Angeles Department of Water and Power.

The County previously prepared a CEQA Initial Study for the Acquisition of Fee Title for Continued Operation of Bishop-Sunland, Independence, and Lone Pine landfills, Inyo County, which was used to refine and focus the IS/MND.

During this current 30-day comment period, comments may be submitted regarding the IS/MND. Inyo County is not required to respond to any comments received after July 1. Written comments and all questions should be addressed to Rebecca Graves, Operations Analyst at P.O. Drawer "N," Independence, CA 93526, or emailed to Rebecca.Graves@inyocounty.us.

Copies of the IS/MND for this project are available for review at the Inyo County Administrators Office (224 N. Edwards Street, Independence) and the Inyo County Public Works Department, Solid Waste Services website:

<https://www.inyocounty.us/services/county-administrators-office/landfill-acquisitions>.

This letter is being provided as a courtesy to those identified as interested parties and Responsible Agencies during the scoping process. A Notice of Availability and Intent for the IS/MND has also been published to the State Clearinghouse, in accordance with current CEQA and County guidelines: <https://opr.ca.gov/sch/>.

If you have any questions or concerns, please contact me via email at rebecca.graves@inyocounty.us.

Sincerely,

/s/

Michael Errante,
Public Works Director

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

The Inyo Register has been adjudged a
newspaper of general circulation by the
Superior Court of the County of Inyo,
State of California, under date of
Oct. 5, 1953, Case Number 5414;
that the notice, of which the annexed
is a printed copy (set in type not
smaller than non-pareil), has been
published in each regular and entire
issue of said newspaper and not in
any supplement thereof, on the
following date, to with:

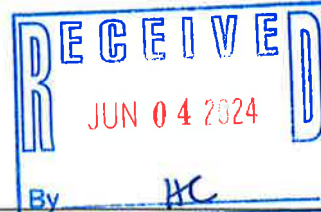
June 1st,
In the year of 2024

I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
3rd Day of June, 2024


Signature

This space is for County Clerk's Filing Stamp



Proof of Publication of Public Notice

NOTICE OF AVAILABILITY AND INTENT

Notice is hereby given that a
Draft Initial Study and Mitigated
Negative Declaration (IS/MND)
has been prepared pursuant to
the California Environmental
Quality Act (CEQA) and Inyo
County CEQA Procedures, and
are available for public review:

Purchase of Three Parcels from the City of Los Angeles by Inyo County, Without Wa-

ter Rights for Continued Use
the change in ownership of the
properties. The proposed pur-
chase would not include water
rights, but would include a wa-
ter exchange for continued use
of an existing supply well
(Bishop-Sunland) and ease-
ments for extension of town
waterlines for landfill opera-
tional uses (Independence and
Lone Pine).

**The 30-day review period for
this Draft Mitigated Negative
Declaration of Environmental
Impact begins on June 1,
2024 and expires on July 1,
2024.** During this period com-
ments may be submitted re-
garding the Draft Initial Study /
Mitigated Negative Declaration.
Inyo County is not required to
respond to any comments re-
ceived after this date. Written
comments and all questions
should be addressed Rebecca

Graves, Operations Analyst at
P.O. Drawer "N," Independ-
ence, CA 93526, or emailed to
Rebecca.Graves@inyocounty.
us.

Copies of the Draft Initial Study
and Mitigated Negative Decla-
ration for this project are avail-
able for review at the Inyo
County Administrators Office
(224 N. Edwards Street, Inde-
pendence) and the Inyo
County Public Works Depart-
ment, Solid Waste Services
website: <https://www.inyo-county.us/services/county-administrators-office/landfill-acquisitions>
(IR 06.01, 2024 #21865)



Lahontan Regional Water Quality Control Board

June 24, 2024

File: Environmental Doc Review
Inyo County

Ms. Rebecca Graves
Operations Analyst, County Administration
168 North Edwards Street
Independence, CA 93526
Rebecca.Graves@InyoCounty.us

Comments on the Draft Initial Study, Mitigated Negative Declaration, Purchase of Three Parcels from the City of Los Angeles by Inyo County, Without Water Rights, for Continued Operation of Bishop-Sunland, Independence, and Lone Pine Landfills, Inyo County

Lahontan Regional Water Quality Control Board (Water Board) staff received the Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the above-referenced Project (Project) on May 30, 2024. The Draft IS/MND was prepared by Inyo County and submitted in compliance with provisions of the California Environmental Quality Act (CEQA). Water Board staff, acting as a responsible agency, is providing these comments to specify the scope and content of the environmental information germane to our statutory responsibilities pursuant to CEQA Guidelines, California Code of Regulations (CCR), title 14, section 15096. We thank the Inyo County for providing Water Board staff the opportunity to review and comment on the Draft IS/MND. From the Draft IS/MND easements for waterlines are proposed to connect the Independence Landfill and the Lone Pine Landfill to the nearby town water systems. The Project also describes the exchanging of water between Inyo County and the City of Los Angeles for continued operation of the Bishop Sunland Landfill. Based on our review, we recommend the following: (1) consider design alternatives that are compatible with low impact development (LID) and identify the water quality standards that could potentially be violated by the Project and consider these standards when evaluating thresholds of significance for impacts; (2) identify and list the beneficial uses of all water resources within the Project area; Our comments are outlined below.

WATER BOARD'S AUTHORITY

All groundwater and surface waters are considered waters of the State. All waters of the State are protected under California law. State law assigns responsibility for protection of water quality in the Lahontan Region to the Lahontan Water Board. Some waters of the State are also waters of the United States. The Federal Clean Water Act (CWA)

DR. AMY HORNE, CHAIR | MICHAEL R. PLAZIAK, PG, EXECUTIVE OFFICER

provides additional protection for those waters of the State that are also waters of the United States.

The *Water Quality Control Plan for the Lahontan Region* (Basin Plan) contains policies that the Water Board uses with other laws and regulations to protect the quality of waters of the State within the Lahontan Region. The Basin Plan sets forth water quality standards for surface water and groundwater of the Region, which include designated beneficial uses as well as narrative and numerical objectives which must be maintained or attained to protect those uses. The Basin Plan can be accessed via the Water Board's web site at

http://www.waterboards.ca.gov/lahontan/water_issues/programs/basin_plan/references.shtml.

SPECIFIC COMMENTS

We recommend the following be considered in the environmental review.

1. Water Board staff note that additional Waste Discharge Requirement revisions will also need to include the permitting and expansion of the surface impoundment septage ponds at the Bishop Sunland Landfill. } WB-1
2. It is stated that LADWP owned water supplied to the Bishop Sunland Landfill is to be exchanged from Inyo County owned water by discharging equal amounts from an unspecified source. Any groundwater pumped by Inyo County and applied to LADWP owned land must be unimpacted. } WB-2
3. For the construction of the waterlines, the foremost method of reducing impacts to watersheds from development is LID, the goals of which are maintaining a landscape functionally equivalent to predevelopment hydrologic conditions and minimal generation of non-point source pollutants. LID results in less surface runoff, the principles of which include; maintaining natural drainage paths and landscape features to slow and filter runoff and maximize groundwater recharge; reducing compacted and impervious cover created by development and the associated road network; and managing runoff as close to the source as possible. } WB-3

LID development practices that maintain aquatic values also reduce local infrastructure requirements and maintenance costs and benefit air quality, open space, and habitat. Vegetated areas for stormwater management and infiltration onsite are valuable in LID. We encourage the County to establish LID implementation strategies that would be applicable for all development associated with the construction of the waterlines.
4. Because increased runoff from developed areas is a key variable driving a number of other adverse effects, attention to maintaining the pre-development hydrograph will prevent or minimize many problems and will limit the need for other analyses and mitigation. However, traditional methods for managing } WB-4

stormwater do not adequately protect the environment and tend to treat symptoms instead of causes. Such practices have led to channelization and stream armoring that permanently alter stream habitat, hydrology, and aesthetics, resulting in overall degradation of a watershed.

We encourage Inyo County to establish specific storm water control measures and implementation strategies for each of the proposed waterline construction. Examples include the use of bioretention swales, pervious pavement, and vegetated infiltration basins, all of which can effectively treat post-construction storm water runoff, help sustain watershed processes, protect receiving waters, and maintain healthy watersheds. Any particular one of these control measures may not be suitable, effective, or even feasible on every site, but the right combination, in the right places, can successfully achieve these goals.

Additional information regarding sustainable storm water management and LID can be accessed online at:

http://www.waterboards.ca.gov/water_issues/programs/low_impact_development.

The environmental document should include a mitigation measure that requires the preparation and implementation of a comprehensive Spill Prevention and Response Plan. This plan should outline the site-specific monitoring requirements and list the best management practices necessary to prevent hazardous material spills or to contain and cleanup a hazardous material spill, should one occur.

5. We recommend that Inyo County require the Project proponent to prepare and implement a Project-specific Storm Water Pollution Prevention Plan (SWPPP). The SWPPP should be prepared in accordance with the requirements of National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Water Quality Order (WQO) 2022-0057-DWQ.

- a. The SWPPP shall specify the site-specific erosion and sediment control Best Management Practices (BMPs) that will be implemented to reduce potentially significant water quality impacts to a less than significant level.
- b. The SWPPP should be applicable to all areas of the Project, including construction areas, access roads to and through the site, and staging and stockpile locations.
- c. Temporary BMPs must be implemented for all components of the Project until such time that permanent BMPs are in place and functioning.
- d. All excess sediment excavated as part of the Project that is not used onsite should be stockpiled in a location such that it will not be transported by wind or water into a surface water. An adequate combination of sediment and erosion control BMPs must be implemented and maintained

WB-4
(cont.)

WB-5

to temporarily stabilize all stockpiled sediment until such time that it is reused and/or permanently stabilized.

PERMITTING REQUIREMENTS FOR INDIVIDUAL PROJECTS

A number of activities associated with the proposed Project may have the potential to impact waters of the State and, therefore, may require permits issued by either the State Water Resources Control Board (State Water Board) or Lahontan Water Board. The required permits may include the following.

1. Land disturbance of more than 1 acre may require a CWA, section 402(p) storm water permit, including a National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit, Water Quality Order (WQO) 2022-0057-DWQ, obtained from the State Water Board, or individual storm water permit obtained from the Lahontan Water Board.
2. Streambed alteration and/or discharge of fill material to a surface water may require a CWA, section 401 water quality certification for impacts to federal waters (waters of the U.S.), or dredge and fill waste discharge requirements for impacts to non-federal waters, both issued by the Lahontan Water Board.

WB-6

We request that the draft IS/MND recognize the potential permits that may be required for the Project, as outlined above, and identify the specific activities that may trigger these permitting actions in the appropriate sections of the environmental document. Information regarding these permits, including application forms, can be downloaded from our website at <http://www.waterboards.ca.gov/lahontan/>. Early consultation with Water Board staff regarding potential permitting is recommended.

Thank you for the opportunity to comment on the draft IS/MND. If you have any questions regarding this letter, please contact me at (760) 243-4350 (ashley.taylor@waterboards.ca.gov) or Christina Guerra, Senior Engineering Geologist, at (760) 241-7333 (christina.guerra@waterboards.ca.gov). Please send all future correspondence regarding this Project to the Water Board's email address at Lahontan@waterboards.ca.gov and be sure to include the State Clearinghouse No. and Project name in the subject line.



Ashley Taylor
Engineering Geologist

cc: Fred Aubrey, Inyo County (faubrey@inyocounty.us)



July 1, 2024

Rebecca Graves
Operations Analyst
P.O Drawer N
Independence, CA 93526
Rebecca.Graves@inyocounty.us

Subject: SCH No. 2024051344 – Draft Initial Study and Mitigated Negative Declaration (IS/MND): Purchase of Three Parcels from the City of Los Angeles by Inyo County, Without Water Rights, for the Continued Operations of the Bishop-Sunland, Independence and Lone Pine Landfills – Inyo County – Facility Numbers: 14-A A-0005, 14-AA-0004, and 14-AA-0003

Dear Rebecca Graves,

Thank you for allowing the Department of Resources Recycling and Recovery (CalRecycle) staff to provide comments on the proposed project and for your agency's consideration of these comments as part of the California Environmental Quality Act (CEQA) process.

Project Description:

The County of Inyo, acting as Lead Agency, has prepared and circulated a Draft Initial Study and Mitigated Negative Declaration (IS/MND) in order to comply with CEQA and to provide information to, and solicit consultation with, Responsible Agencies in the approval of the proposed project.

Bishop-Sunland Landfill is located at 110 Sunland Reservation Road, Bishop, CA 93514. The site is approximately 120 acres and it, and the surrounding land, is zoned as Open Space - Minimum 40 Acres. Operations occur daily from 7:30 AM to 3:30 PM, with the exception of certain holidays. Bishop-Sunland Landfill is currently permitted to allow 235 vehicles per day and 160 tons per day total (135 tons per day for disposal and 25 tons per day for reuse/recycling).

Independence Landfill is located at the end of Dump Road in Independence, California. The site is approximately 90 acres and it, and the surrounding land, is zoned as Open Space - Minimum 40 Acres. Operations occur Sunday, from 7 AM to 3 PM, and Thursday, from 7:30 AM to 3 PM, with the exception of certain holidays. Independence Landfill is currently permitted to allow 50 vehicles per day and 10 tons per day.

Lone Pine Landfill is located at the end of Substation Road in Lone Pine, California. The site is approximately 60 acres and it, and the surrounding area, is zoned as Open Space - Minimum 40 Acres. Operations occur Friday, Saturday, and Monday from 7 AM to 3 PM, with the exception of certain holidays. Lone Pine Landfill is currently permitted to allow 75 vehicles per day and 22 tons per day.

The proposed project would include the following changes:

- The landowner would change from the Los Angeles Department of Water and Power (LADWP) to the County of Inyo
- The County of Inyo would construct waterlines within the easements to connect the Independence and Lone Pine facilities with the town water system
- Description of the parcels proposed for acquisition, to include the existing leased facility areas and the existing facility components, including the landfill gas (LFG) and groundwater monitoring well networks for each facility required by CCR Title 27, and current WDRs
- Update of the recently approved PCPCMPs for each landfill, for approval by the LEA and CalRecycle
- Update of the Joint Technical Document (JTD) / Report of Disposal Site Information (RDSI) and preparation of a Solid Waste Facilities Permit (SWFP) Revision (or modification) Application, for submittal to the LEA, CalRecycle, and LRWQCB
 - For Bishop-Sunland Landfill, revisions to the SWFP and JTD/RDSI are not anticipated, unless directed by the LEA, CalRecycle, or the LRWQCB
 - For Independence Landfill, the following changes to the JTD/RDSI and SWFP were proposed:
 - Reflect current operating days and hours: 2 days per week, Thursdays and Sundays, 7:30am to 3:30pm, exclusive of holidays
 - Update the total permitted capacity to reflect accurate survey data and match the approved PCPCMP
 - Change the maximum waste disposal rate from a daily maximum tonnage to a weekly maximum tonnage to allow more flexibility for disposal over the two operating days per week, and allow for occasional spikes in disposal rates (e.g., due to construction or demolition projects)
 - Update site life calculations, fill sequencing and closure date to reflect current waste-in-place, soil ratios and disposal rates, as well as updating the topographical base maps
 - Add types of waste accepted and other minor changes to reflect current operations and new regulatory activities
 - For Lone Pine Landfill, the following changes to the JTD/RDSI and SWFP were proposed:

} CR-1

- Reflect current operating days and hours: 5 days per week, Thursday through Monday, 7:30am to 3:30pm, exclusive of holidays
 - Update the total permitted capacity to reflect accurate survey data and match the approved PCPCMP
 - Change the maximum waste disposal rate from a daily tonnage to a weekly maximum tonnage to allow more flexibility for disposal over the five operating days per week, and allow for occasional spikes in disposal rates (e.g., due to construction or demolition projects)
 - Update site life calculations, fill sequencing and closure date to reflect current waste-in-place and disposal rates, as well as updating the topographical base maps
 - Add types of waste accepted and other minor changes to reflect current operations and new regulatory activities
- Revision of the WDRs with the LRWQCB to reflect property transfer and current Evaluation Monitoring Program (Lone Pine Landfill) and Corrective Action Program (Bishop-Sunland Landfill)
 - Continuation of LFG monitoring and reporting according to Title 27 requirements, groundwater monitoring and reporting according to current Monitoring and Reporting Programs (MRPs), and continued implementation of Evaluation Monitoring and Corrective Action Monitoring programs
 - Continued monitoring and operation of the septage ponds, contaminated soil landfarm, asbestos disposal area, waste oil disposal and recycling facilities, and waste diversion programs according to permit and WDR requirements

Comments

When preparing the Final MND, please make an effort to use terminology that is consistent with definitions in the applicable sections of the California Code of Regulations, Titles 14 and 27, respectively.

} CR-2

The SWFPs for each landfill will need to be updated to reflect the changes in ownership. Prior to implementation of these changes, the operator shall submit the required documentation pursuant to 27 CCR Section 21630, for processing by the Local Enforcement Agency (LEA).

} CR-3

For Lone Pine and Independence Landfills, should the operators choose to move forward with the proposed changes to the permit, or should modification of parcel

boundaries result in a need to increase the permitted area for any of the facilities, revisions to the respective SWFPs would be required. Prior to implementation of those changes, the operator shall submit an application package for a SWFP Revision pursuant to 27 CCR Section 21570 for processing by the LEA, pursuant to 27 CCR Section 21650.

} CR-3
(cont.)

Solid Waste Regulatory Oversight

The Inyo County Department of Environmental Health Services is the LEA for Inyo County and responsible for providing regulatory oversight of solid waste handling activities, including inspections. Please contact the LEA, Sarah Peterson, at (760) 872-1422 or spetersen@inyocounty.us to discuss the regulatory requirements for the proposed project.

Conclusion

CalRecycle staff thanks the Lead Agency for the opportunity to review and comment on the environmental document and hopes that this comment letter will be useful to the Lead Agency preparing the MND and in carrying out their responsibilities in the CEQA process.

CalRecycle staff requests copies of any subsequent environmental documents, copies of public notices and any Notices of Determination for this proposed project.

If the environmental document is adopted during a public hearing, CalRecycle staff requests 10 days advance notice of this hearing. If the document is adopted without a public hearing, CalRecycle staff requests 10 days advance notification of the date of the adoption and proposed project approval by the decision-making body.

If you have any questions regarding these comments, please contact me at (916) 341-6801 or by e-mail at Kelsey.Orr@CalRecycle.ca.gov.

Sincerely,

Kelsey Orr
Digitally signed by Kelsey Orr
Date: 2024.07.01 14:54:15 -07'00'

Kelsey Orr, Environmental Scientist
Permitting & Assistance Branch – North Unit
Waste Permitting, Compliance & Mitigation Division
CalRecycle

Bishop-Sunland, Independence and Lone Pine Landfills
Draft IS/MND
Inyo County
July 1, 2024
Page **5** of **5**

cc: Eric Kiruja, Supervisor
CalRecycle - Permitting & Assistance Branch – North Unit

Sarah Peterson, LEA
Inyo County Department of Environmental Health Services

Appendix F – Responses to Comments

Letters commenting on the information and analysis in the Initial Study / Mitigated Negative Declaration (IS/MND) were received from the following parties during the public review period (June 1 through June 30, 2024):

- Lahontan Regional Water Quality Control Board (LRWQCB), June 24, 2024
- California Department of Resources Recycling and Recovery (CalRecycle), July 1, 2024

The County's responses to all comments are provided below. Each comment letter is provided first and is bracketed in the right margin and numbered. Following the bracketed comment letter, the County's responses are presented in corresponding order. When applicable, the Mitigated Negative Declaration text was also modified to reflect suggestions made in the comment letters.

State of California Water Board – Lahontan Region

Response WB-1: Comment noted. Inyo County is aware of Waste Discharge Requirement revisions that may be necessary due to the potential need for the expansion of the surface impoundment septage ponds at the Bishop Sunland Landfill. Language has been added to Section 3.5, *Other Regulatory Compliance Requirements* (see Page 13 in the Final IS/MND) to acknowledge this potential requirement. As described therein, the County would treat the surface impoundment septage ponds at the Bishop Sunland Landfill as a separate project; potential physical environmental impacts would be assessed pursuant to the requirements of the California Environmental Quality Act (CEQA), if/when this separate project is proposed.

Response WB-2: Comment noted. As described in Section 3.0, *Detailed Project Description* and Section 3.2, *Agreement for Continued Use of LADWP Supply Well for Bishop-Sunland Landfill Operations*, Inyo County is proposing to provide the Los Angeles Department of Water and Power (LADWP) with unimpacted groundwater in exchange for the continued use of the existing supply well at the Bishop-Sunland Landfill. Inyo County intends to use an existing drinking water well, located in one of the County's yards, approximately 1.5 miles north of the landfill. The water from this well, which is tested regularly, would be delivered via the North Indian Ditch and the Bishop Creek Canal to Owens River. Potential impacts from this proposed water exchange agreement were evaluated by LADWP using their groundwater model for the Owens Valley and found to be insignificant. The results of that evaluation are provided in Appendix A - Evaluation of Pumping Inyo County Yard Well to Replace the Water Used at Bishop Landfill (LADWP 2023). The exchange agreement expressly includes the requirement that "[e]ach Party shall be solely responsible for treating the water it accepts, if necessary for its intended use purposes, and covenants and agrees to comply with all applicable laws and regulations."

Response WB-3: Comment noted. As described in Section 3.0, *Detailed Project Description*, detailed plans for the waterline connections and extensions to the landfills in Independence and Lone Pine have not yet been developed or evaluated, as they would be constructed in the future as part of a separate public works project. However, Inyo County is committed to the implementation of Low Impact Development (LID) methodologies in an effort to reduce impacts to local watersheds. For example, waterlines would be constructed within the disturbed footprint of existing road easements. The slope and the grade within these existing road easements would not be altered during construction. As described in Section 4.5, *Vegetation Communities*, Section 4.6, *Wildlife*, and Section 4.7, *Special Status Species*, the implementation of MM BIO-1 would require pre-construction

sensitive plant and wildlife surveys. With the implementation of pre-construction surveys and the avoidance of special-status species and their habitats. Additionally, language has been added to Section 3.3, *Definition of Easements for Waterlines* (see Page 9 in the Final IS/MND) to describe that the County would comply with the applicable requirements of the Clean Water Act (CWA).

Response WB-4: Comment noted. Refer to Response WB-3. Inyo County is committed to the implementation of LID methodologies.

Further as described in Section IX, *Hazards and Hazardous Materials*, short-term uses of limited quantities of hazardous materials would continue to be confined to the landfill lease areas. The use of potentially hazardous materials would be regulated by health and safety requirements under federal, state, and local regulations, including handling, storage, and disposal of the materials, as well as emergency spill response. As a matter of standard construction best management practices, Inyo County Public Works would prepare a comprehensive Spill Prevention and Response Plan that would outline site specific monitoring requirements and list the best management practices necessary to prevent hazardous materials spills or to contain and cleanup a hazardous material spill should one occur.

Response WB-5: Comment noted. Additional language has been added to Section 3.3, *Definition of Easements for Waterlines* to describe that Inyo County would obtain all required CWA permits, including for land disturbance involving more than 1 acre. Compliance with CWA Section 402(p), would include obtaining a National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit, which would involve the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) (see Page 9 in the Final IS/MND).

Response WB-6: Comment noted. Refer to Response WB-5. Additional language has been added to Section 3.3, *Definition of Easement for Waterlines* to describe that Inyo County would obtain all required CWA permits, including an NPDES General Construction Stormwater Permit as well as a Section 401 Water Quality Certification.

California Department of Resources Recycling and Recovery – CalRecycle

Response CR-1: Comment noted. The purchase agreement between the City of Los Angeles and Inyo County does not include acquisition of all offsite monitoring wells. Access to these locations will be maintained by LADWP as a separate access agreement.

Response CR-2: Comment noted. Additional language has been added to clarify that revisions to the Solid Waste Facility Permits (SWFPs) are anticipated to reflect a change in ownership pursuant to 27 California Code of Regulations (CCR) Section 21630, for processing by the Local Enforcement Agency (LEA). Reference to Titles 14 and 27 have been used, as appropriate, within the Final IS/MND.

Response CR-3: Comment noted. As described in Section 3.4, *Update of Solid Waste Facility Permits*, no expansion of the Landfills or major operational changes in landfill operations that would result in new physical changes to the environment are included as a part of the proposed Project. The proposed change of property ownership would allow the County to continue to operate these essential public facilities with minor revisions to its SWFPs in accordance with applicable laws and regulations.

Page intentionally left blank
(for double-sided printing)

APPENDIX G

MITIGATION MONITORING AND REPORTING PROGRAM

Page intentionally left blank
(for double-sided printing)

APPENDIX G MITIGATION MONITORING AND REPORTING PROGRAM

The California Environmental Quality Act (CEQA) requires that when a lead agency adopts a Mitigated Negative Declaration (MND), it shall prepare a monitoring or reporting program for all required mitigation measures (CEQA Guidelines Section 15097). This Mitigation Monitoring and Reporting Program (MMRP) describes the monitoring and reporting program for mitigation measures adopted by the Inyo County Public Works Department to avoid or substantially reduce impacts related to the Project to less than significant levels. Inyo County and its contractors are required to implement the adopted mitigation measures for the project in accordance with the MND. This MMRP contains a checklist and description of all adopted mitigation measures, including the responsible parties, timing, and completion criteria.

PROGRAM ADMINISTRATION

The MMRP shall be administered by Inyo County. Mitigation measures shall be incorporated into design and construction contracts, as appropriate, to ensure full implementation. The MMRP shall be maintained by the designated Project Manager and be available for inspection upon request at the Inyo County Public Works office.

MITIGATION MONITORING REQUIREMENTS

Table 1 provides a summary of potential impacts and associated mitigation measures by resource area. Pursuant to CEQA Guidelines Sections 15097 and 15126.4, the following mitigation measures have been incorporated into the project design and would be implemented before or during construction in accordance with the Project; thereby, reducing all identified potential environmental impacts to a less than significant level.

The table does not include impacts or criteria that were determined to have no impact or less than significant impacts; rather, the table focuses on potentially significant impacts and associated mitigation measures.

Table 1. Mitigation Monitoring and Reporting Program

Mitigation Measure	Monitoring and Reporting Actions	Implementation Schedule	Monitoring Frequency	Responsible Party	Verification Status: Date Completed / Initials
Biological Resources					
BIO-1: PRE-CONSTRUCTION BIOLOGICAL RESOURCE SURVEYS Prior to the construction of the proposed waterlines, the County shall conduct a pre-construction survey for wildlife and botanical resources. The botanical survey shall follow the protocols set forth in the Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (California Department of Fish and Wildlife [CDFW] 2018). The surveys shall be conducted by a botanist(s) experienced in conducting floristic botanical field surveys, knowledgeable of plant taxonomy and plant community ecology and classification, familiar with the plants of the area, including special status and locally significant plants, and familiar with the appropriate state and federal statutes related to plants and plant collecting. The botanical surveys shall be conducted at the appropriate time of year when plants will both be evident and identifiable (usually, during flowering or fruiting) and, in a	<p>1. Conduct pre-construction survey</p> <p>2. Avoid rare plants and/or sensitive vegetation communities</p>	<p>1. Pre-construction</p> <p>2. Construction</p>	<p>1. Once</p> <p>2. Throughout construction</p>	<p>1. Inyo County Public Works and/or Contractor</p> <p>2. Inyo County Public Works and/or Contractor</p>	<p>1. _____</p> <p>2. _____</p>

Mitigation Measure	Monitoring and Reporting Actions	Implementation Schedule	Monitoring Frequency	Responsible Party	Verification Status: Date Completed / Initials
<p>manner, which maximizes the likelihood of locating special status plants and sensitive natural communities that may be present. Botanical field surveys shall be conducted floristic in nature, meaning that every plant taxon that occurs in the Project area is identified to the taxonomic level necessary to determine rarity and listing status.</p> <p>If any rare plants or sensitive vegetation communities (including riparian and wetland) are identified, the County shall avoid the occurrence.</p>					
<p>BIO-2: NESTING BIRD SURVEYS AND MONITORING Construction activities that may directly (e.g., vegetation removal) or indirectly affect (e.g., noise/ground disturbance) nesting raptors and other protected avian species shall be timed to avoid the breeding and nesting seasons (generally, raptor nesting season is January 1 through September 15; and passerine bird nesting season is February 1 through September 1). If construction activities must occur during the breeding and nesting season (February 1 through September 15), a qualified biologist shall conduct pre-construction surveys for nesting raptors and other protected avian species within 300 feet of the proposed construction activities.</p>	<p>1. Avoid breeding and nesting season</p> <p>OR</p> <p>2. Conduct pre-constructure survey</p> <p>AND</p> <p>3. Avoid disturbance of breeding</p>	<p>1. Construction</p> <p>2. Pre-construction (no more than 7 days prior to the start of construction activities)</p> <p>3. Construction</p>	<p>1. Once</p> <p>2. Once</p> <p>3. Throughout construction</p>	<p>1. Inyo County Public Works and/or Contractor</p> <p>2. Inyo County Public Works and/or Contractor</p> <p>3. Inyo County Public Works</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p>

Mitigation Measure	Monitoring and Reporting Actions	Implementation Schedule	Monitoring Frequency	Responsible Party	Verification Status: Date Completed / Initials
<p>Preconstruction surveys should be conducted no more than 7 days prior to the start of the construction activities. If nests are found, their locations shall be flagged, and all work shall cease until a qualified biologist determines the young birds have fledged or an appropriate buffer has been demarcated. An appropriate avoidance buffer ranging in size from 100 feet for active passerines (perching birds) nests, and up to 300 feet for active non-listed raptors nests, and 0.5 miles around active nests of a state or federally listed bird species. (depending upon the species and the proposed work activity) shall be determined and demarcated by a qualified biologist with bright orange construction fencing or other suitable flagging. These buffers shall be maintained, and active nests shall be monitored at a minimum of once per week until breeding season has ended or until a qualified biologist has determined that the birds have fledged and are no longer reliant upon the nest or parental care for survival. These buffers shall be increased to protect the nesting birds, if necessary, as determined by a qualified biologist. No ground disturbance or vegetation removal shall occur within this buffer until the qualified biologist confirms the</p>	and/or nesting birds			and/or Contractor	

Mitigation Measure	Monitoring and Reporting Actions	Implementation Schedule	Monitoring Frequency	Responsible Party	Verification Status: Date Completed / Initials
breeding/nesting is over and all the young have fledged. If no nesting birds are observed during pre-construction surveys, no further action would be necessary.					
Cultural Resources					
CUL-1: TRIBAL MONITORING OF EXCAVATION FOR THE LONE PINE WATERLINE For Lone Pine Landfill, the waterline easement as currently proposed would cross a previously recorded archaeological site that is considered a contributing element of the Patsiata Historic District, a traditional cultural property determined eligible for listing in the National Register of Historic Places. Therefore, Tribal monitoring is recommended when trenches for the waterlines are excavated from Lone Pine to the Lone Pine Landfill. The Tribal Historic Preservation Officer of the Lone Pine Paiute-Shoshone Reservation shall be notified at least 2 weeks prior to trenching so that trained tribal monitors can be scheduled. An Inadvertent Discovery Plan shall be developed in conjunction with Lone Pine Paiute-Shoshone Reservation to establish sampling, and/or treatment of resources if	1. Notify the Tribal Historic Preservation Officer of the Lone Pine Paiute-Shoshone Reservation	1. Pre-construction (at least 2 weeks prior to trenching)	1. Once	1. Inyo County Public Works	1. _____
	2. Develop an Inadvertent Discovery Plan	2. Pre-construction	2. Once	2. Inyo County Public Works (in conjunction with Lone Pine Paiute-Shoshone Reservation)	2. _____

Mitigation Measure	Monitoring and Reporting Actions	Implementation Schedule	Monitoring Frequency	Responsible Party	Verification Status: Date Completed / Initials
encountered during trenching activities, in accordance with local and state laws.					
CUL-2: WORKER AWARENESS TRAINING A Worker Awareness Program, including clarification of laws and regulations governing cultural and tribal resources, will be implemented by Inyo County for landfill workers. This Worker Awareness Program will include a list of activities that would trigger notification to local Tribes or authorities, in accordance with local, state, and federal laws concerning the protection of cultural tribal, and paleontological resources.	1. Implement a Worker Awareness Program	1. Pre-construction	1. Once	1. Inyo County Public Works	1. _____
Hydrology and Water Quality					

Mitigation Measure	Monitoring and Reporting Actions	Implementation Schedule	Monitoring Frequency	Responsible Party	Verification Status: Date Completed / Initials
HYD-1: WATER QUALITY MONITORING AND CORRECTIVE ACTION With the change in ownership of the Landfills, Inyo County shall operate in compliance with permit conditions established by WDRs and monitor the underlying groundwater basin using methodologies and at locations developed in consultation with LADWP and in coordination with the LRWQCB. If maximum contaminant levels, water quality standards, or water quality objectives are exceeded, Inyo County shall be required to develop corrective action(s) necessary to bring the water quality into compliance with applicable standards and avoid adverse effects on regional water quality. Corrective measures may include, at a minimum, venting of landfill gas to reduce VOCs, expansion of the landfill gas extraction systems, or other corrective action as may be required by the LRWQCB.	1. Operate in compliance with permit conditions	1. Operation	1. Throughout operations of the Landfills	1. Inyo County Public Works	1. _____
Tribal Cultural Resources					

Mitigation Measure	Monitoring and Reporting Actions	Implementation Schedule	Monitoring Frequency	Responsible Party	Verification Status: Date Completed / Initials
TRI-1: WORKER AWARENESS AND NOTIFICATION PLAN With the proposed change in ownership of the Landfills, standard avoidance and minimization measures, and proper notification procedures if suspected Tribal cultural resources are inadvertently discovered, should be developed or updated by the County. A Worker Awareness Program, including clarification of laws and regulations governing cultural and tribal resources, shall be implemented by the County. This Worker Awareness Program should include a list of activities that may require notification to local tribes and an opportunity for Tribal monitoring, as well as an inadvertent discovery plan in case resources are discovered during trenching or other excavation activities.	1. Implement a Worker Awareness Program	1. Pre-construction	1. Once	1. Inyo County Public Works	1. _____

<p>TRI-2: TRIBAL NOTIFICATION AND MONITORING DURING EXCAVATION The County shall notify the Lone Pine Paiute-Shoshone Reservation once the construction designs for extension of the waterlines have been developed, and at least 2 weeks prior to trenching for the water lines so that Tribal monitors can be scheduled, if requested by the tribe. The County shall coordinate with the Lone Pine Paiute-Shoshone Reservation to monitor trenching of the waterlines to ensure no Tribal resources are impacted, and that proper procedures are followed in the case of inadvertent discovery of Tribal resources. If human burials are encountered, standard protection and avoidance measures would apply.</p> <p>Based on the proposed Project and the archaeological survey of the proposed waterline easement, no impacts to tribal cultural resources are anticipated at Bishop-Sunland and Independence Landfill. However, if landfill operations or compliance activities require significant excavation in previous areas, or excavation of previously undisturbed ground, efforts should be made to notify the Bishop Paiute Tribe or the Fort Independence Tribe with an opportunity for Tribal monitoring of excavation activities at the Bishop-Sunland and Independence Landfill and waterline easements (respectively), if requested.</p>	<p>1. Notify the Tribal Historic Preservation Officer of the Lone Pine Paiute-Shoshone Reservation</p>	<p>1. Pre-construction (at least 2 weeks prior to trenching)</p>	<p>1. Once</p>	<p>1. Inyo County Public Works</p>	<p>1. _____</p>
--	--	--	----------------	------------------------------------	-----------------

Mitigation Measure	Monitoring and Reporting Actions	Implementation Schedule	Monitoring Frequency	Responsible Party	Verification Status: Date Completed / Initials

Page intentionally left blank
(for double-sided printing)

**FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION: PURCHASE OF THREE PARCELS
FROM THE CITY OF LOS ANGELES BY INYO COUNTY, WITHOUT WATER RIGHTS, FOR
CONTINUED OPERATION OF BISHOP-SUNLAND, INDEPENDENCE, AND LONE PINE LANDFILLS**

Prepared by:

TEAM Environmental, Inc.
459 W. Line Street, Suite A
Bishop, CA 93514

Naomi Jensen

T 760-872-1033

Naomi@teamenvironmental.com

WSP USA Environment &
Infrastructure, Inc
San Diego, CA

Nick Meisinger

T 805-252-0060

nick.meisinger@wsp.com

AMENDMENT TO THE AGREEMENT TO TRANSFER THE INDEPENDENCE TOWN WATER SYSTEM

This Amendment to the Agreement to Transfer the Independence Town Water System (Amendment) is entered into by and among The CITY OF LOS ANGELES, a municipal corporation, and the DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, hereinafter collectively referred to as LADWP, and the COUNTY OF INYO, a political subdivision of the State of California, hereinafter referred to as Inyo County.

WHEREAS, the parties entered into the Agreement to Transfer the Independence Town Water System on or about January 25, 2005 (Transfer Agreement), a copy of which is attached hereto and incorporated herein as Exhibit "1"; and

WHEREAS, the parties seek to amend the Transfer Agreement to provide sufficient water to supply the service area of the served community and to other properties owned and/or operated by LADWP.

Now, therefore, the parties agree as follows:

1. Section 5.2 of the Transfer Agreement is hereby amended and restated in its entirety to read:

Except as provided in Section 5.3, all water supplied pursuant to this Agreement shall be used within the portion of the service area of the System shown in Exhibit A and shall not be exported out of said service area. The boundaries of the full service area, as set forth in Inyo County Code Chapter 4.08 titled Service Areas, are shown in Exhibit E. Inyo County and LADWP agree to expand the service area boundaries of Exhibit A, as necessary, to include any City of Los Angeles lands surrounding the Town of Independence that are released for public or private use. However, nothing in this Agreement shall be construed as requiring or obligating LADWP to release lands pursuant to the Long-Term Water Agreement within the service area depicted in Exhibit E.

2. Section 5.3 is hereby added to the Transfer Agreement:

Water supplied pursuant to this Agreement may be used by Inyo County for municipal waste management purposes at the property on which the Independence Landfill is located in the Town of Independence, County of Inyo (Landfill Property), during the operation, closure period, and post-closure period of the Independence Landfill, as determined by California Code of Regulations title 27, section 21900, or any amendments thereto. The Landfill Property is described as:

Being all of that certain real property located within Section 21, Township 13 South, Range 35 East, Mount Diablo Base and Meridian, in the County of Inyo, State of California, and said real property being more particularly described as follows:

COMMENCING at the north quarter corner of Section 20, Township 13 South, Range 35 East, Mount Diablo Base and Meridian, as shown on the map entitled "RECORD OF SURVEY NO 05-007", said map being recorded in Book 16 of Record of Survey Maps at Page 35 in the Office in the County Recorder in said County and State, also said corner being marked on the ground by a 2" iron pipe and spike;

THENCE easterly along the north line of said Section 20, North $89^{\circ}41'47''$ East, 2648.10 feet to the northeast corner of said Section 20, said corner also being the northwest corner of said Section 21
THENCE southerly along the east line of said Section 20, and also the west line of said Section 21, South $00^{\circ}16'23''$ East, 2634.83 feet to a found spike and tin, per Los Angeles Department of Water and Power Surveyors Field Book 1226-48, accepted as the east one-quarter corner of said Section 20, said corner also being the west one-quarter corner of said Section 21;

THENCE leaving said east and said west line, South $85^{\circ}26'22''$ East, 1315.53 feet to the northwesterly corner of the Inyo County Landfill, Independence, said corner being the TRUE POINT OF BEGINNING:

THENCE South $89^{\circ}32'04''$ East, 921.31 feet to an angle point;

THENCE North $00^{\circ}26'32''$ West, 152.94 feet to an angle point;

THENCE North $89^{\circ}33'28''$ East, 918.94 feet to an angle point, said point being the northeast corner of said Inyo County Landfill;

THENCE South $00^{\circ}20'47''$ West, 1322.41 feet, to an angle point, said point being the southeast corner of said Inyo County Landfill;

THENCE North $89^{\circ}42'45''$ West, 1995.66 feet to an angle point, said point being the southwest corner of said Inyo County Landfill;

THENCE North $00^{\circ}17'15''$ East, 329.01 feet to an angle point;

THENCE South $89^{\circ}05'47''$ East, 153.73 feet to an angle point;

THENCE North $00^{\circ}38'12''$ East, 160.75 feet to an angle point;

THENCE North $39^{\circ}49'22''$ East, 58.19 feet to an angle point;

THENCE South 57°45'44" East, 310.14 feet to an angle point;
THENCE North 59°47'52" East, 114.77 feet to an angle point;
THENCE North 02°29'34" West, 245.90 feet to an angle point;
THENCE North 21°13'37" West, 132.83 feet to an angle point;
THENCE North 79°17'39" West, 341.84 feet to an angle point;
THENCE North 00°38'12" East, 302.55 feet to the TRUE POINT OF
BEGINNING.

CONTAINING 50.13 acres of land, more or less.

The map entitled "Record of Survey No. 05-007" recorded in Book 16 of Record of Survey Maps, at Page 35 was used as the Basis of Bearings for this legal description.

Any water used under this Section 5.3 is subject to the terms of this Agreement including, without limitation, Section 10. Prior to initiating water service at the Landfill Property, Inyo County shall amend Inyo County Code Chapter 4.08 titled Service Areas to reflect the use of water consistent with this Section 5.3.

3. Section 5.4 is hereby added to the Transfer Agreement:

At LADWP's request, water may be supplied to properties owned and/or operated by LADWP in or surrounding the Town of Independence, County of Inyo. The provision of water to such properties shall be subject to subsequent mutual written agreement of LADWP and Inyo County and shall be in compliance with the Charter of the City of Los Angeles and all applicable laws and regulations.

4. All other terms and conditions of the Transfer Agreement shall remain the same and in full force and effect.
5. This Amendment shall become effective upon execution by the parties.

[signature pages follow]

IN WITNESS WHEREOF, each party hereto has caused this Amendment to be executed by its duly authorized representatives.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES
BY
BOARD OF WATER AND POWER
COMMISSIONERS
OF THE CITY OF LOS ANGELES

By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this contract.

Date _____

By _____

JANISSE QUIÑONES

Chief Executive Officer and Chief Engineer

Date _____

And _____

CHANTE L. MITCHELL

Board Secretary

AUTHORIZED
BY:

Resolution No. _____
Adopted _____

APPROVED BY COUNCIL ON:

IN WITNESS WHEREOF, each party hereto has caused this Amendment to be executed by its duly authorized representatives.

COUNTY OF INYO

By: _____
Matt Kingsley, Board Chair

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

Exhibit 1

**AGREEMENT TO TRANSFER
THE INDEPENDENCE TOWN WATER SYSTEM**

The CITY OF LOS ANGELES, a municipal corporation, and DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, hereinafter collectively referred to as LADWP, and the COUNTY OF INYO, hereinafter referred to as Inyo County agree as follows:

1. The LADWP owns the Independence Town Water System and, pursuant to the terms of the Long-Term Water Agreement between the County of Inyo and the City of Los Angeles and its Department of Water and Power on a Long-term Groundwater Management Plan for Owens Valley and Inyo County, desires to transfer the water system to a responsible public agency.
2. Inyo County, as the responsible public agency that presently leases and operates the Independence Town Water System, desires to acquire the water system. This Agreement is expressly premised on the recognition by LADWP that the County of Inyo has and will continue to have the ability to perform the duties and to satisfy the obligations set forth elsewhere in this Agreement related to the operation of the Independence Town Water System. Consequently, this Agreement shall not be construed to allow the County of Inyo to sell, transfer, assign, or otherwise divest itself of any duty or obligation set forth in this Agreement related to the operation of the Independence Town Water System, whether voluntary or involuntarily. In no event shall LADWP be obligated to any third party to perform any duty or permit any action related to the operation of the Independence Town Water System.
3. Notwithstanding the foregoing or anything else in this Agreement to the contrary, LADWP and Inyo County acknowledge and agree that the Independence Community Service District (ICSD) is a responsible Owens Valley public entity and was formed largely, if not exclusively, for the purpose of providing water to the residents of the Town of Independence and environs via the Independence Town Water System. Consequently, when the ICSD notifies Inyo County in writing that it is prepared to acquire ownership of the Independence Town Water System and assume the responsibility of operating and maintaining that system, Inyo County will forward such notification to LADWP. Inyo County and LADWP will forthwith, in good faith and with all best efforts toward fulfilling the intent of the above referenced Long-Term Water Agreement, conduct such negotiations in consultation with the ICSD, as may be necessary to reach an agreement whereby:
 - a) Inyo County would transfer, assign, or otherwise convey to the ICSD, and the ICSD would accept and assume, respectively: 1) ownership of the Independence Town Water System, including all personal property, equipment, devices, and easements as are described in the Exhibits hereto and/or necessary for proper operations of that System; and 2) all operational and maintenance responsibilities associated therewith.
 - b) LADWP would: 1) provide to the ICSD the amounts of water, at the rates, set forth in Section 11 hereof; 2) convey to the ICSD such easements as are necessary for the proper operation of the Town Water System. In the event

that the ICSD at a future date no longer operates and maintains the Independence Town Water System, all duties and responsibilities assigned to ICSD under this Agreement shall revert to Inyo County or such other Owens Valley public entity as Inyo County and LADWP agree upon; and 3) provide such services and assistance as LADWP is required hereunder to provide to Inyo County; all to effect, as a practical matter, an assignment to transfer to the ICSD of the benefits and burdens of this Agreement.

4. Effective June 13, 2002 for One and No/100 Dollar (\$ 1.00) and other valuable consideration, receipt of which is hereby acknowledged, the Independence Town Water System, hereinafter referred to as System, located in the unincorporated town of Independence, County of Inyo, State of California, as more particularly shown on the drawing marked Exhibit A, and the personal property, equipment, and devices described in Exhibit B, each attached hereto and made a part hereof as though fully set forth herein, is hereby sold and transferred to Inyo County, all pursuant to the terms and conditions of this Agreement.
5. Article 1 Section 104(c) of the Charter of the City of Los Angeles allows the Board of Water and Power Commissioners to sell the water system and to provide the operator of the water system with sufficient water to supply the service area of the served community.
 - 5.1 This Agreement consistent with that Charter authorization quantifies in Section 11, below, the amount of water that will be provided. The Agreement does not transfer any water rights whatsoever.
 - 5.2 All water supplied pursuant to this Agreement shall be used within the service area of the water system of Independence and shall not be exported out of the service area. The current water system service area for Independence is shown in Exhibit A. Per the Inyo County Code Chapter 4.08 titled Service Areas – The county can supply water and water services in the area shown in Exhibit E. Inyo County and LADWP agree to expand the service area boundaries of Exhibit A to include such City of Los Angeles lands surrounding the Town of Independence that have been released for public or private use. However, nothing in this Agreement shall be construed as requiring or obligating LADWP to release lands pursuant to the Long-Term Water Agreement within the service area depicted in Exhibit E.
6. **WATER SYSTEM IDENTIFICATION:** The System is used and useful in rendering water service to customers within the town of Independence. The System was heretofore owned and operated by the City of Los Angeles. The System transferred to Inyo County, herein as the Independence Town Water System, includes the following:
 - 6.1 Non-exclusive Easements over City of Los Angeles property necessary to encompass any portion of the System as it currently exists. The service area

of the System to be conveyed by the City of Los Angeles, is identified in Exhibit A. The easements to be conveyed by the City of Los Angeles are more particularly described in deeds attached as Exhibit C. Additional non-exclusive easement requests by Inyo County for future facilities will be evaluated and processed individually.

6.2 Mains; services; fire hydrants; chlorination treatment facilities, and a 187,000-gallon reservoir as identified on the "Itemized List of System Properties and Facilities," attached as Exhibit B.

6.3 Access to all non-exclusive rights-of-way used by the mains, services, fire hydrants, treatment facilities and water storage facilities as identified on the "Itemized List of System Properties and Facilities," attached as Exhibit B.

7. **EASEMENTS** LADWP agrees to convey by proper instrument those easements over LADWP property necessary to operate the System as it currently exists. Said easements are more particularly listed and described on Exhibit C, attached hereto and made a part hereof. The easements shall be conveyed with the recordation of this Agreement.

7.1 This Agreement does not transfer or limit in any way whatsoever any right of LADWP to use, operate, and maintain any ways, waterways, ditches, canals, wells, and appurtenances thereto, or desirable in connection therewith, or any right to grant easements, rights-of-way, licenses, and permits for other purposes that will not unreasonably interfere with Inyo County's use of City of Los Angeles property.

8. **TRANSFER "AS IS":** LADWP makes no guarantees or claims as to the condition of the System, and Inyo County agrees to accept the System "as is" and without any warranties of merchantability or fitness for use or purpose of any other kind whether expressed or implied.

9. **INDEPENDENCE TOWN RESERVOIR:** Pursuant to the Long-Term Water Agreement, LADWP is required to provide a water supply reservoir with an expected service life of at least fifteen (15) years (to June 13, 2017), with routine maintenance and that meets all applicable Department of Health Services requirements. If, during the fifteen (15) year service life, (to June 13, 2017) the concrete reservoir liner begins to seep, LADWP recognizes that this is not routine maintenance and will rectify the problem. LADWP shall fully repair any damage to the reservoir caused by earthquake during the fifteen (15) year period, to June 13, 2017. During the period prior to June 13, 2017, Inyo County will provide LADWP with records of routine maintenance on the reservoir. Inyo County shall continue to maintain the settings on the reservoir ventilation fans to activate when the relative humidity is over 20 percent.

10. **MUTUAL COOPERATION AND ASSISTANCE:** LADWP and Inyo County will mutually cooperate and provide assistance to each other to ensure a reliable water

supply to customers of the Town Water System. LADWP will provide as its work load permits, at then current labor and rental rates, and at the request of Inyo County such specialized expertise and equipment to repair and maintain the distribution system.

11. **WATER SUPPLY:** LADWP shall provide to Inyo County not more than 450 acre feet of water annually (annual water) at Independence, free of cost or charge. The water supply shall be untreated water at no cost up to the annual amount. Additional water over and above said annual amount will be provided at LADWP's incremental cost, as defined below. Inyo County agrees to pay all such charges for requested water promptly when billed by LADWP.

LADWP will be responsible to deliver water from the town wells at a pressure capable of delivering water to the existing Independence Reservoir. Inyo County will be responsible for delivery of water from the well location.

LADWP and Inyo County shall mutually agree on a new well location prior to changing the water source location. In the event a change occurs, LADWP will provide all piping, appurtenances, etc. required to a distance within 500 feet of the distribution system.

11.1 INCREMENTAL COST: The incremental cost of additional water above the annual amounts provided for herein shall be calculated using the following criteria:

- 11.1.1 Electrical costs to provide additional water over the allotment amount shall be billed on the actual kilowatt-hours used in operating the wells. Any "capacity" or "demand" charges are to be considered as part of LADWP's commitment to provide the agreed-upon allotment of water.
- 11.1.2 Inyo County shall be billed an incremental charge for operation and maintenance expenses which include the repair, maintenance, and/or replacement of the well pumps and motors used to supply the water systems. The incremental charge for operation and maintenance will be charged to the additional water over the allotment amount. In the event the well is also used for purposes other than the town water system, the operation and maintenance expenses will be proportioned according to the use of the well for town water system purposes.
- 11.1.3 Costs associated with the electricity needed to operate the pumps, including operation and maintenance costs for power distribution lines, transformers, power panels, switches, and meters, will not be included. Any and all other LADWP expenses incurred shall be considered part of the LADWP's commitment to provide the agreed-upon allotment of water.

11.1.4 LADWP shall provide Inyo County with confirmation that the LADWP's accounting system has been modified to bill Inyo County only for the above charges. Inyo County reserves the right to request a detailed accounting of all charges relating to the above expenses.

11.1.5 A sample of the incremental cost of water calculation is shown on *Exhibit D*.

11.2 TREATMENT OF WATER: LADWP will treat the annual water supply until June 13, 2002 at no cost to Inyo County. The water provided shall be treated to meet all State Health Department and Federal Environmental Protection Agency requirements for drinking water. After June 13, 2002, LADWP will provide only untreated water directly from the well. All treatment of water thereafter shall be the sole responsibility of Inyo County.

11.3 CALCULATION OF WATER SUPPLIED: The water supplied by LADWP to Inyo County shall be measured using the following meters:

	<u>DEPARTMENT STATION ID</u>	<u>DESCRIPTION</u>
INDEPENDENCE	W357	12-inch Sparling propeller meter
	W384	10-inch Neptune propeller meter

The total water supplied to Inyo County shall be the sum of the inflow meters minus the sum of any agreed to outflow meters at each township. LADWP retains ownership of the above meters and will be responsible for the maintenance, repair, replacement, accuracy, and all costs associated with said meters. This water supply calculation method may be changed with mutual written consent of LADWP and Inyo County.

11.4 WATER SUPPLY OPTION: At a future time, upon further agreement between the LADWP and Inyo County, an option can be adopted, whereby Inyo County shall acquire ownership of the town supply well(s), pumps, motors, and appurtenant equipment, and thereafter be responsible for supplying and treating water supplied to the town systems. LADWP will pay the power costs up to the following amounts per calendar year for water production for each township.

The power supplied by LADWP for water production shall be measured using the following meters or their replacements.

Annual Power Allotment
600,000 kW

Meter Numbers
W357 M419-1888
W384 PM409-1156

Power consumption greater than this amount will be billed to Inyo County. Inyo County agrees to pay such costs when billed by LADWP.

11.4.1 The cost for power required to provide water above the annual allotment per township shall be calculated based on the following:

11.4.1.1 Electrical costs shall be billed only on the actual kilowatt-hours used. Any "capacity" or "demand" charges are to be considered as part of LADWP's commitment to provide the agreed-upon allotment of water.

11.4.1.2 LADWP shall provide Inyo County with confirmation that LADWP's accounting system has been modified to bill the Inyo County only for the above charges. Inyo County reserves the right to request a detailed accounting of all charges relating to the above expenses.

12. **WELL OWNERSHIP AND MAINTENANCE:** All supply wells were drilled by and are owned by LADWP. LADWP, at no cost to Inyo County, will be responsible for maintenance and rehabilitation, if any is needed, of the wells. LADWP will also be responsible for the maintenance and operability of the pump assemblies, discharge heads, electric motors, and meter spools. Inyo County will be responsible for all piping after the meter spool, and will own and maintain the diesel engine backup systems, including drive lines, angle drives, and electrical control systems.

12.1 Inyo County will operate the supply wells and shall own and be responsible for any equipment associated with remote operation. Inyo County shall institute and maintain appropriate safety procedures when operating the supply wells. In the event of a power outage, Inyo County will try to restart power to the well; if this is not successful, Inyo County may connect the backup generator and/or will notify LADWP. In the event of problems with the pumping equipment, Inyo County will notify LADWP at (760) 872-1104 or such replacement contact that LADWP may provide.

12.2 In the event of well, pump, or motor failure, LADWP will replace with like equipment at a minimum:

Independence W357 - Casing of 20 to 12-inch diameter and 600-foot deep. A deep well turbine pump, 13 stage, 10-inch pump and 150 horsepower motor,

Independence W384 – Casing of 20 to 10-inch diameter and 650-foot deep. A deep well turbine pump, 4 stage, 8-inch pump and 100 horsepower motor.

- 12.2.1 Should Inyo County request an increase in well capacity due to system demand beyond the current capability, which increase will require replacement with a larger well, pump, motor, or electrical service, the cost difference between replacing with presently sized equipment and that specified in the request will be determined by the following:

END OF LIFE CYCLE: If the pumping system is being replaced at the end of its useful life, Inyo County shall pay the incremental difference in cost to replace with a larger capacity system each time the equipment is replaced.

DURING LIFE CYCLE: If the pumping system is being replaced prior to the end of its useful life, Inyo County shall pay labor to pull and reinstall the larger capacity system, and the cost of the larger capacity system less the salvage value of the system being replaced.

13. **ACCESS:** The parties acknowledge that in order to exercise their duties in maintaining the system, Inyo County employees will from time-to-time need to enter upon and into the following-described LADWP land and facilities, for purposes specified as further set forth herein:

13.1 The land surrounding LADWP's wells located inside LADWP's fenced compounds, containing a LADWP-owned pump building and an Inyo County-owned chlorination building with associated equipment. Inyo County employees may enter the land to access Inyo County's chlorination building for operation and maintenance. Inyo County employees may enter the land and the pump building in order to operate the pump on/off switch.

13.2 Inyo County employees may store a portable generator at the well locations to be used as power backup for the Town Water System. Inyo County employees may enter the land at the location where the generator is stored in order to operate and maintain the generator.

13.3 Inyo County will be granted easements across LADWP land as described in Exhibit C of this document. Inyo County employees may enter the land burdened by those easements in order to operate and maintain the System in the manner permitted by those easements.

14. **INDEMNITY:** Inyo County agrees to indemnify and hold harmless the City of Los Angeles and all of its officers and employees, and at the option of the City of Los Angeles, defend the City of Los Angeles and any of its Boards, officers, agents, representatives, employees, assigns, and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever, for death, bodily injury, or personal injury to any person, including Inyo County's

employees and agents, and/or for damage or destruction of any property, including property belonging to Inyo County, its employees and agents, or that of any third persons, that in any way arises out of or through, or is alleged to arise out of or through any act or omission of Inyo County, its employees, or its contractors, which act or omissions was incident to performance of those duties set forth in this Agreement.

The City of Los Angeles, acting by and through the Department of Water and Power of the City of Los Angeles, agrees to indemnify and hold harmless Inyo County and all of its officers and employees, and at the option of Inyo County, defend Inyo County, and any of its Boards, officers, agents, representatives, employees, assigns, and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever, for death, bodily injury, or personal injury to any person, including the City of Los Angeles' employees and agents, and/or for damage or destruction of any property, including property belonging to the City of Los Angeles, its employees and agents, or that of any third persons, that in any way arises out of or through, or is alleged to arise out of or through any act or omission of the City of Los Angeles its employees, or its contractors, which act or omissions was incident to the City of Los Angeles and/or Department of Water and Power's performance of those duties set forth in Sections 7, 9, 10, 11, 12 and 13 of this Agreement.

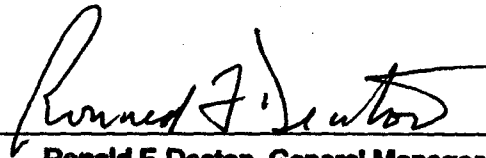
15. **FUNDING AGREEMENT NOT AFFECTED:** This Agreement shall not supersede, alter, amend, revoke, cancel or terminate the agreement, or any understanding with respect to such agreement, between the County of Inyo and LADWP concerning the funding by LADWP of the upgrade and improvement of the Town Water System in accordance with the Long-Term Water Agreement described in Section 1 above.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement to transfer the Independence Town Water System on the day and year written below.

DEPARTMENT OF WATER AND POWER OF THE
CITY OF LOS ANGELES BY THE
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

Date JAN 24 2005

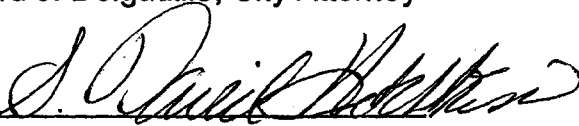
By


Ronald F. Deaton, General Manager

AUTHORIZED BY RES. 005-089
OCT 12 2004

Approved as to Form and Legality
Rockard J. Delgadillo, City Attorney

By



Date

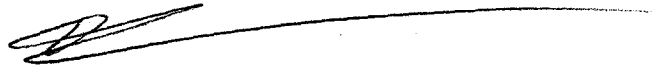
Sept. 1, 2004

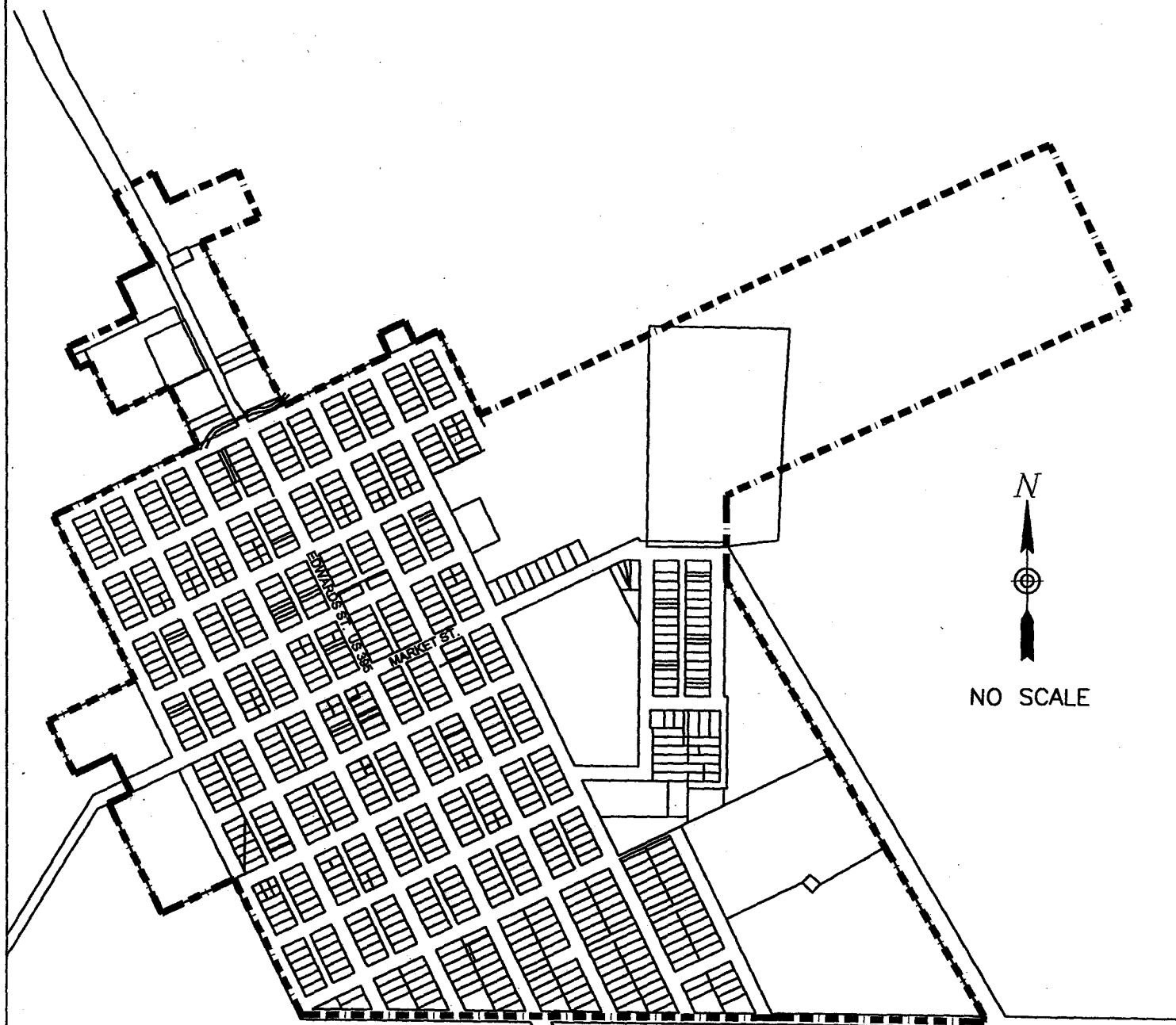
COUNTY OF INYO

Date

1-25-05

By


Rene L. Mendez
Inyo County Administrative Officer



THE TOWN OF
INDEPENDENCE
WATER SERVICE BOUNDARY

EXHIBIT A

REVISED 11-03-2003
TO REFLECT LAND RELEASE,
RE-GREENING PROJECT
AND WASTEWATER TREATMENT PLANT

A14,399

INDEPENDENCE TOWN WATER SYSTEM

Itemized List of System Properties and Facilities – Page 1 of 2

Mains, Services, and Fire Hydrants

WATER MAINS (length in feet)

LOCATION	DIAMETER (In Inches)										NO. OF SERVICES WITH METERS (1" unless otherwise noted) Garage?	NO. OF 2½"x4" DOUBLE FIRE HYDRANTS			
	1½"	YEAR	2"	YEAR	4"	YEAR	6"	YEAR	8"	YEAR			12"	YEAR	
Elm St.							425'	1990							
Poplar St.			380'	1960										2	0
East Park St.									340'	1995				0	0
									1010'	1991				0	0
West Pavilion St.											760'	1998		1	2
											175'	1987		0	0
											185'	1997		1	1
East Pavilion St											180'	1997		1	0
											555'	1978		1	0
West of S. Grant St. to Reservoir							10"Dia 2135'	1928	70'	1978	620'	1998		0	0
											150'	1990		0	0
											330'	1938		0	0
Well #357 to Chlorination House											558'	?		0	0
Thru Const. Yard			1555'	?										1, C.A.T.V. ?	0
West Payne St.			120'	1981			230'	1998						2	2
							70'	1983						1	0
East Payne St.					350'	1928	150'	1997						3	2
West Kearsarge St.			440'	?			85'	?						0	1
East Kearsarge St.			555'	1928			40'	?						2	1
West Market St.	275'	1948	1" Dia 110'	1948					360'	1975				4	1
East Market St.					115'	1976			780'	1975				4-1"; 2-2"	2
									1145'	1976				13-1"; 1-2"; 1-3"	2
West Center St.			175'	1967	256'	1948	380'	1976						1	0
East Center St.	3" Dia 75'	1950	50'	1950	30'	1977	95'	1977						1	0
					315'	1948								2-1"; 2-2"	0
														1-11/2"	
West Main St.							745'	1996						6	2
East Main St.	3" Dia 140'	1948			580'	1948	60'	1977						11	0
West Wall St.									310'	1979				2	0
									70'	1975				0	0
East Wall St.	65'	1977			185'	1954			775'	1977				5	1
East Inyo St.			480'	1948			25'	1975						0	1
							150'	1973						0	1
							250'	1995						1(Elec.Pump)	0

EASEMENTS TO BE GRANTED BY LADWP TO THE COUNTY OF INYO

INDEPENDENCE:

The CITY OF LOS ANGELES, a municipal corporation, grants to the COUNTY OF INYO easements and right-of-ways for the purpose of operating, maintaining, repairing, replacing, and reconstructing existing water mains over, under, and across that certain real property owned by the City of Los Angeles and under the management and control of the Department of Water and Power, in the County of Inyo, State of California, described as follows:

PARCEL #1

A strip of land 25.00 feet in width, lying 12.50 feet on each side of the following center line, in Section 18, Township 13 South, Range 35 East, Mt. Diablo Meridian, in the Town of Independence, County of Inyo, State of California, and more particularly described as follows:

BEGINNING at the northernmost corner of Lot 9, Block 4, as shown on the Map filed in Map Book 1, page 1, in the office of the County Recorder, in Inyo County, State of California, said point being the TRUE POINT OF BEGINNING; thence North 30°31'04" West, 73.00 feet to Point "A"; thence North 30°31'04" West, 25.00 feet, together with:

Parcel A: A 25.00-foot easement, the center line of which begins at the hereinabove described Point "A"; thence North 58°32'27" East, 26.00 feet.

PARCEL #2

A 25.00-foot strip of land lying within Parcel 11, as shown on Owens Valley Improvement Co. Subdivision Map of the Robinson Ranch, Section 17, Township 13 South, Range 35 East, Mt. Diablo Meridian, near the Town of Independence, County of Inyo, State of California, on file in Map Book 1, page 44, in said Recorder's office, and more particularly described as follows:

COMMENCING at the southernmost corner of Lot 9, Block 12, in the Town of Independence, as shown in Map Book 1, page 1, on file in said County Recorder's office, said point being the TRUE POINT OF BEGINNING; thence northeasterly along the northerly line of Parcel 11, as shown on said Map Book 1, page 44, to the southernmost corner of Lot 10, Block 12, as shown in said Map Book 1, page 1; thence southeasterly along the southerly prolongation of the westerly line of Lot 10, a distance of 25.00 feet; thence westerly, parallel with the southerly line of Lot 9, as shown in said Map Book 1, page 1, to the easterly right-of-way of Clay Street; thence northerly along said right-of-way to the TRUE POINT OF BEGINNING.

PARCEL #3

A strip of land 25.00 feet in width, lying 12.50 feet on each side of the following center line in Section 17, Township 13 South, Range 35 East, Mt. Diablo Meridian, in the Town of Independence, County of Inyo, State of California, and more particularly described as follows:

COMMENCING at the center line intersection of Clay and Park Streets, as shown on County Surveyor Map No. 17, on file in said County; thence southerly along the center line of Clay Street, 19.60 feet; thence North 63°13'03" East, 419.72 feet, to the easterly right-of-way of Crockett Street and the TRUE POINT OF BEGINNING; thence North 63°13'03" East, 265.00 feet to Point "B"; thence North 63°13'03" East, 40.00 feet; thence South 48°46'27" East, 200.00 feet to a Point "C", together with:

Parcel B: A 25.00-foot easement, the center line of which begins at the hereinabove described Point "B"; thence North 26°45'03" West, 19.00 feet; thence North 18°46'28" East, 44.10 feet; thence North 27°07'02" West, 47.50 feet, more or less, to the southerly right-of-way of a County Road as shown on said map.

Parcel C: BEGINNING at the hereinabove described Point "C", said point being the TRUE POINT OF BEGINNING; thence South 41°13'33" West, 12.50 feet; thence South 48°46'27" East, 100 feet; thence North 41°13'33" East, 47.50 feet; thence North 48°46'27" West, 100 feet; thence South 41°13'33" West, 35.00 feet, to the point of beginning.

PARCEL #4

A strip of land 25.00 feet in width, lying 12.50 feet on each side of the following center line in Section 17, Township 13 South, Range 35 East, Mt. Diablo Meridian, in the Town of Independence, County of Inyo, State of California, and more particularly described as follows:

COMMENCING at the center line intersection of Lilly and Park Streets as shown on County Surveyor Map No. 17, on file in said County; thence South 31°27'51" East, 40.15 feet, to the TRUE POINT OF BEGINNING; thence South 26°33'47" East, a distance of 300.00 feet.

PARCEL #5

The westerly 25 feet of Lots 2, 4, 6, 8, 9, and 10, Block 55, as shown on Map of Owens Valley Improvement Co. Addition to the Town of Independence, Book 1, page 43, on file in said Recorder's office.

PARCEL #6

A strip of land 25.00 feet in width, lying 12.50 feet on each side of the following center line in Section 17, Township 13 South, Range 35 East, Mt. Diablo Meridian, in the Town of Independence, County of Inyo, State of California, and more particularly described as follows:

COMMENCING at the center line intersection of Mary and Park Streets as shown on County Surveyor Map No. 17, on file in said County; thence South 19°52'09" East, 40.27 feet to the northerly line of Lot 1, Block 53, Owens Valley Improvement Co.

Addition, on file in Map Book 1 page 43, in said Recorder's office; thence South 26°30'31" East, 100.00 feet to the southerly line of Lot 3, as shown on said map, and the TRUE POINT OF BEGINNING; thence South 26°30'31" East, a distance of 266.00 feet.

PARCEL #7

A strip of land 25.00 feet in width, lying 12.50 feet on each side of the following center line in Sections 17, 18, and 19, Township 13 South, Range 35 East, Mt. Diablo Meridian, in the Town of Independence, County of Inyo, State of California, and more particularly described as follows:

COMMENCING at the center line intersection of Grant and Pavilion Streets as shown on County Surveyor Map No. 17, on file in said County; thence South 73°42'59" West, 40.05 feet, to the westerly right-of-way of Grant Street, said point being the TRUE POINT OF BEGINNING; thence South 64°03'45" West, 246.20 feet to Point "D"; thence South 64°03'45" West, 143.00 feet to Point "E"; thence North 63°30'56" West, 20.10 feet; thence South 63°25'03" West, 115.50 feet to Point "F"; thence South 63°25'03" West, 1564.00 feet; thence South 64°09'53" West, 1118.50 feet; thence South 69°56'35" West, 53.00 feet to Point "G", together with:

Parcel D: A 25.00-foot easement, the center line of which begins at the hereinabove described Point "D"; thence North 24°38'20" West, a distance of 410.00 feet.

Parcel E: A 25.00-foot easement, the center line of which begins at the hereinabove described Point "E"; thence North 25°56'15" West, 61.40 feet; thence South 61°55'18" West, a distance of 132.50 feet.

Parcel F: A 25.00-foot easement, the center line of which begins at the hereinabove described Point "F"; thence North 28°04'42" West, a distance of 393.00 feet.

Parcel G: BEGINNING at the hereinabove described Point "G"; thence North 34°35'54" West, 62.07 feet; thence South 48°57'18" West, 95.35 feet; thence South 28°35'58" West, 194.43 feet; thence South 35°06'41" East, 51.47 feet; thence North 50°34'49" East, 268.78 feet; thence North 34°35'54" West, 65.19 feet to the BEGINNING.

Parcel H: Commencing at the hereinabove described Point "F"; thence North 28°04'42" West, 393.00 feet to the TRUE POINT OF BEGINNING; thence North 62°45'43" East, 13.50 feet; thence North 28°04'42" West, 70.00 feet; thence South 63°26'02" West, 36.50 feet; thence South 28°04'42" East, 70.00 feet; thence North 63°49'42" East, 23.01 feet to the TRUE POINT OF BEGINNING.

PARCEL #8

A strip of land 25.00 feet in width, lying 12.50 feet on each side of the following center line, in Sections 18 and 19, Township 13 South, Range 35 East, Mt. Diablo Meridian, County of Inyo, State of California, and more particularly described as follows:

BEGINNING at the center line intersection of Payne and Grant Streets, as shown on County Surveyor Map No. 17, on file in said County; thence South 67°33'09" West, 557.05 feet to the TRUE POINT OF BEGINNING; thence South 23°07'08" East,

351.54 feet; thence South 45°32'57" West, 365.46 feet; thence South 57°27'30" West, 159.58 feet; thence South 71°28'00" West, 162.54 feet; thence South 81°15'15" West, 161.60 feet; thence South 60°33'18" West, 455.68 feet; thence South 48°02'12" West, 354.52 feet; thence South 56°50'59" West, 117.09 feet; thence South 70°23'46" West, 113.83 feet; thence South 86°05'27" West, 146.99 feet; thence South 60°03'06" West, 146.71 feet; thence South 45°42'26" West, 189.96 feet; thence South 70°47'00" West, 69.95 feet; thence South 53°09'18" West, 112.52 feet; thence South 76°52'48" West, 146.95 feet; thence North 83°56'29" West, 91.87 feet.

END OF DESCRIPTION

Further, the CITY OF LOS ANGELES, a municipal corporation, as owner of certain easements and right-of-ways for the purpose of operating, maintaining, repairing, replacing, and reconstructing water mains, grants to the COUNTY OF INYO those easements and right-of-ways owned by the City of Los Angeles and on file in the Inyo County Recorder's office, and more particularly described as:

Official Records 89-0378; Official Records 90-2481; Official Records 89-7313; Official Records 90-2472; and Document 2002-0002717

EXCEPTING THEREFROM the easement and right-of-way granted the City of Los Angeles for the purpose of operating, maintaining, repairing, replacing, and reconstructing sewer mains over, under, and across the described lands in Document 2002-0002717, together with all necessary or convenient means of ingress and egress.

Incremental Water Cost Calculation

Following are examples of how the incremental cost for water will be calculated. The table shows on a year-by-year basis what Inyo County would have paid for water produced above the 450 acre-foot limit in the Independence township.

YEAR	WATER PUMPED (AF)	O&M COSTS		POWER COSTS *		TOTAL
		\$	\$/AF	\$	\$/AF	\$/AF
93/94	479	13,379	28	23,764	50	78
94/95	429	7,671	18	23,764	55	73
95/96	438	9,848	22	23,764	54	77
96/97	690	94,016	136	23,764	34	171
97/98	417	22,556	54	23,764	57	111
5-yr average	490.6	\$29,494	\$60	\$23,764	\$48	\$109

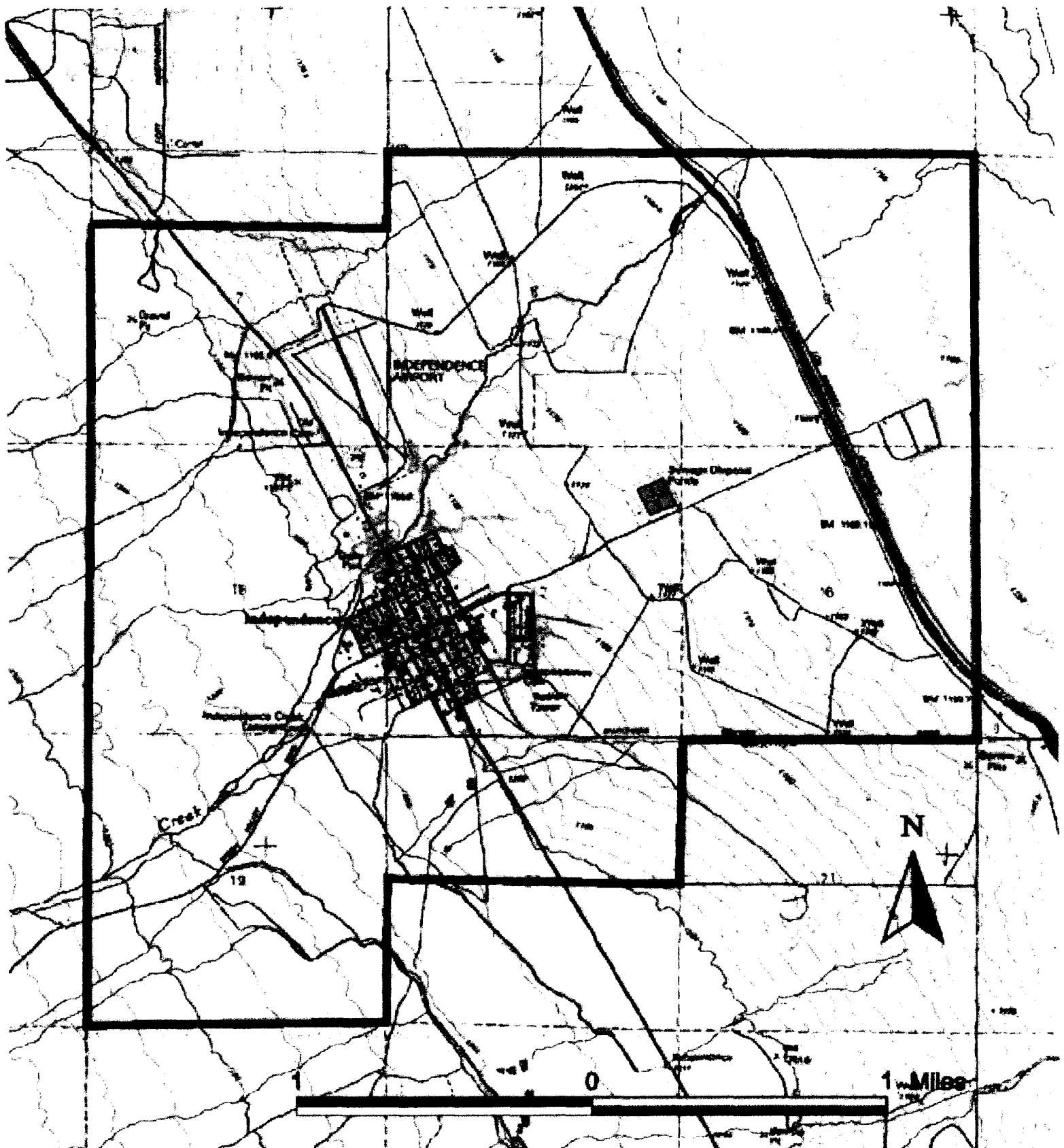
* Power Cost = kilowatt-hours (KWH) x rate

Whereas, "rate" is defined as the sum of the current electric rates that are a function of the KWH consumed and includes the energy charge, the California Energy Surcharge, and the energy cost adjustment rates.

For each year in the above table the current electric rates were summed and applied to the estimated one year's pumping power consumption.

EXHIBIT E

**SHOWING THE BOUNDARY OF THE TOWN OF INDEPENDENCE WATER
SERVICE AREA AS DESCRIBED IN SECTION 4-08.010(A)
OF THE INYO COUNTY CODE**



DRAWN 1-22-04 BY ROD YOUNG, INYO COUNTY PUBLIC WORKS DEPARTMENT

AMENDMENT TO THE AGREEMENT TO TRANSFER THE LONE PINE TOWN WATER SYSTEM

This Amendment to the Agreement to Transfer the Lone Pine Town Water System (Amendment) is entered into by and among The CITY OF LOS ANGELES, a municipal corporation, and the DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, hereinafter collectively referred to as LADWP, and the COUNTY OF INYO, a political subdivision of the State of California, hereinafter referred to as Inyo County.

WHEREAS, the parties entered into the Agreement to Transfer the Lone Pine Town Water System on or about January 25, 2005 (Transfer Agreement), a copy of which is attached hereto and incorporated herein as Exhibit "1"; and

WHEREAS, the parties seek to amend the Transfer Agreement to provide sufficient water to supply the service area of the served community and to other properties owned and/or operated by LADWP.

Now, therefore, the parties agree as follows:

1. Section 5.2 of the Transfer Agreement is hereby amended and restated in its entirety to read:

Except as provided in Section 5.3, all water supplied pursuant to this Agreement shall be used within the portion of the service area of the System shown in Exhibit A and shall not be exported out of said service area.

2. Section 5.3 is hereby added to the Transfer Agreement:

Water supplied pursuant to this Agreement may be used by Inyo County for municipal waste management purposes at the property on which the Lone Pine Landfill is located in the Town of Lone Pine, County of Inyo (Landfill Property), during the operation, closure period, and post-closure period of the Lone Pine Landfill, as determined by California Code of Regulations title 27, section 21900, or any amendments thereto. The Landfill Property is described as:

Being all of that certain real property located within Section 26 and Section 35, Township 15 South, Range 36 East, Mount Diablo Base and Meridian, in the County of Inyo, State of California, and said real property being more particularly described as follows:

COMMENCING at the west quarter corner of said Section 35, said corner being marked on the ground by a nail and tag as shown on the map entitled "RECORD OF SURVEY", said map being recorded in Book 12 of Record of Survey Maps at Pages 1 and 2, in the Office in the County Recorder in said County and State; THENCE northerly

along the west line of said Section 35, North 00°44'10" West, 2644.32 feet to the northwest corner of said Section 35;

THENCE easterly along the north line of said Section 35, South 89°28'36" East, 564.00 feet to the TRUE POINT OF BEGINNING:

THENCE leaving said north line, North 00°31'24" East, 994.01 feet to an angle point;

THENCE South 89°28'36" East, 1437.85 feet to an angle point;

THENCE South 11°28'46" East, 433.55 feet to an angle point;

THENCE South 00°31'24" West, 1315.48 feet to an angle point;

THENCE North 89°28'36" West, 1528.01 feet to an angle point;

THENCE North 00°31'24" East, 745.54 feet to the TRUE POINT OF BEGINNING.

CONTAINING 60.58 acres of land, more or less.

The map entitled "Record of Survey" recorded in Book 12 of Record of Survey Maps, at Page 1 and 2 was used as the Basis of Bearings for this legal description.

Any water used under this Section 5.3 is subject to the terms of this Agreement including, without limitation, Section 10. Prior to initiating water service at the Landfill Property, Inyo County shall amend Inyo County Code Chapter 4.08 titled Service Areas to reflect the use of water consistent with this Section 5.3.

3. Section 5.4 is hereby added to the Transfer Agreement:

At LADWP's request, water may be supplied to properties owned and/or operated by LADWP in or surrounding the Town of Lone Pine, County of Inyo. The provision of water to such properties shall be subject to subsequent mutual written agreement of LADWP and Inyo County and shall be in compliance with the Charter of the City of Los Angeles and all applicable laws and regulations.

4. All other terms and conditions of the Transfer Agreement shall remain the same and in full force and effect.
5. This Amendment shall become effective upon execution by the parties.

IN WITNESS WHEREOF, each party hereto has caused this Amendment to be executed by its duly authorized representatives.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES
BY
BOARD OF WATER AND POWER
COMMISSIONERS
OF THE CITY OF LOS ANGELES

By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this contract.

Date _____ By _____
JANISSE QUIÑONES
Chief Executive Officer and Chief Engineer

Date _____ And _____
CHANTE L. MITCHELL
Board Secretary

AUTHORIZED
BY:

Resolution No. _____
Adopted _____

APPROVED BY COUNCIL ON:

IN WITNESS WHEREOF, each party hereto has caused this Amendment to be executed by its duly authorized representatives.

COUNTY OF INYO

By: _____
Matt Kingsley, Board Chair

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

Exhibit 1

COPY

ORIGINAL

**AGREEMENT TO TRANSFER
THE LONE PINE TOWN WATER SYSTEM**

The CITY OF LOS ANGELES, a municipal corporation, and DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, hereinafter collectively referred to as LADWP, and the COUNTY OF INYO, hereinafter referred to as Inyo County agree as follows:

1. The LADWP owns the Lone Pine Town Water System and, pursuant to the terms of the Long-Term Water Agreement between the County of Inyo and the City of Los Angeles and its Department of Water and Power on a Long-term Groundwater Management Plan for Owens Valley and Inyo County, desires to transfer the water system to a responsible public agency.
2. Inyo County, as the responsible public agency that presently leases and operates the Lone Pine Town Water System, desires to acquire the water system. This Agreement is expressly premised on the recognition by LADWP that the County of Inyo has and will continue to have the ability to perform the duties and to satisfy the obligations set forth elsewhere in this Agreement related to the operation of the Lone Pine Town Water System. Consequently, this Agreement shall not be construed to allow the County of Inyo to sell, transfer, assign, or otherwise divest itself of any duty or obligation set forth in this Agreement related to the operation of the Lone Pine Town Water System, whether voluntary or involuntarily. In no event shall LADWP be obligated to any third party to perform any duty or permit any action related to the operation of the Lone Pine Town Water System.
3. Notwithstanding the foregoing or anything else in this Agreement to the contrary, LADWP and Inyo County acknowledge and agree that the Lone Pine Community Service District (LPCSD) is a responsible Owens Valley public entity and was formed largely, if not exclusively, for the purpose of providing water to the residents of the Town of Lone Pine and environs via the Lone Pine Town Water System. Consequently, when the LPCSD notifies Inyo County in writing that it is prepared to acquire ownership of the Lone Pine Town Water System and assume the responsibility of operating and maintaining that system, Inyo County will forward such notification to LADWP. Inyo County and LADWP will forthwith, in good faith and with all best efforts toward fulfilling the intent of the above referenced Long-Term Water Agreement, conduct such negotiations in consultation with the LPCSD, as may be necessary to reach an agreement whereby:
 - a) Inyo County would transfer, assign, or otherwise convey to the LPCSD, and the LPCSD would accept and assume, respectively: 1) ownership of the Lone Pine Town Water System, including all personal property, equipment, devices, and easements as are described in the Exhibits hereto and/or necessary for proper operations of that System; and 2) all operational and maintenance responsibilities associated therewith.
 - b) LADWP would: 1) provide to the LPCSD the amounts of water, at the rates, set forth in Section 10 hereof; 2) convey to the LPCSD such easements as are necessary for the proper operation of the Town Water System. In the event that the LPCSD at a future date no longer operates and maintains the Lone Pine

Town Water System, all duties and responsibilities assigned to LPCSD under this Agreement shall revert to Inyo County or such other Owens Valley public entity as Inyo County and LADWP agree upon; and 3) provide such services and assistance as LADWP is required hereunder to provide to Inyo County; all to effect, as a practical matter, an assignment to transfer to the LPCSD of the benefits and burdens of this Agreement.

4. Effective June 13, 2002 for One and No/100 Dollar (\$ 1.00) and other valuable consideration, receipt of which is hereby acknowledged, the Lone Pine Town Water System, hereinafter referred to as System, located in the unincorporated town of Lone Pine, County of Inyo, State of California, as more particularly shown on the drawing marked Exhibit A, and the personal property, equipment, and devices described in Exhibit B, each attached hereto and made a part hereof as though fully set forth herein, is hereby sold and transferred to Inyo County, all pursuant to the terms and conditions of this Agreement.
5. Article 1 Section 104(c) of the Charter of the City of Los Angeles allows the Board of Water and Power Commissioners to sell the water system and to provide the operator of the water system with sufficient water to supply the service area of the served community.
 - 5.1 This Agreement consistent with that Charter authorization quantifies in Section 10, below, the amount of water that will be provided. The Agreement does not transfer any water rights whatsoever.
 - 5.2 All water supplied pursuant to this Agreement shall be used within the service area of the water system of Lone Pine as shown in Exhibit A and shall not be exported out of the service area.
6. **WATER SYSTEM IDENTIFICATION:** The System is used and useful in rendering water service to customers within the town of Lone Pine. The System was heretofore owned and operated by the City of Los Angeles. The System transferred to Inyo County, herein as the Lone Pine Town Water System, includes the following:
 - 6.1 Non-exclusive Easements over City of Los Angeles property necessary to encompass any portion of the System as it currently exists. The service area of the System to be conveyed by the City of Los Angeles, is identified in Exhibit A. The easements to be conveyed by the City of Los Angeles are more particularly described in deeds attached as Exhibit C. Additional non-exclusive easement requests by Inyo County for future facilities will be evaluated and processed individually.
 - 6.2 Mains; services; fire hydrants; chlorination treatment facilities, and a 500,000-gallon steel water tank at Lone Pine as identified on the "Itemized List of System Properties and Facilities," attached as Exhibit B.

6.3 Access to all non-exclusive rights-of-way used by the mains, services, fire hydrants, treatment facilities and water storage facilities as identified on the "Itemized List of System Properties and Facilities," attached as Exhibit B.

7. **EASEMENTS** LADWP agrees to convey by proper instrument those easements over LADWP property necessary to operate the System as it currently exists. Said easements are more particularly listed and described on Exhibit C, attached hereto and made a part hereof. The easements shall be conveyed with the recordation of this Agreement.

7.1 This Agreement does not transfer or limit in any way whatsoever any right of LADWP to use, operate, and maintain any ways, waterways, ditches, canals, wells, and appurtenances thereto, or desirable in connection therewith, or any right to grant easements, rights-of-way, licenses, and permits for other purposes that will not unreasonably interfere with Inyo County's use of City of Los Angeles property.

8. **TRANSFER "AS IS":** LADWP makes no guarantees or claims as to the condition of the System, and Inyo County agrees to accept the System "as is" and without any warranties of merchantability or fitness for use or purpose of any other kind whether expressed or implied.

9. **MUTUAL COOPERATION AND ASSISTANCE:** LADWP and Inyo County will mutually cooperate and provide assistance to each other to ensure a reliable water supply to customers of the Town Water System. LADWP will provide as its work load permits, at then current labor and rental rates, and at the request of Inyo County such specialized expertise and equipment to repair and maintain the distribution system.

10. **WATER SUPPLY:** LADWP shall provide to Inyo County not more than 550 acre feet of water annually (annual water) at Lone Pine, free of cost or charge. The water supply shall be untreated water at no cost up to the annual amount. Additional water over and above said annual amount will be provided at LADWP's incremental cost, as defined below. Inyo County agrees to pay all such charges for requested water promptly when billed by LADWP.

LADWP will be responsible to deliver water from the town wells at a pressure capable of delivering water to the existing Lone Pine Tank. Inyo County will be responsible for delivery of water from the well location.

LADWP and Inyo County shall mutually agree on a new well location prior to changing the water source location. In the event a change occurs, LADWP will provide all piping, appurtenances, etc. required to a distance within 500 feet of the distribution system.

- 10.1 **INCREMENTAL COST:** The incremental cost of additional water above the annual amounts provided for herein shall be calculated using the following criteria:

- 10.1.1 Electrical costs to provide additional water over the allotment amount shall be billed on the actual kilowatt-hours used in operating the wells. Any "capacity" or "demand" charges are to be considered as part of LADWP's commitment to provide the agreed-upon allotment of water.
- 10.1.2 Inyo County shall be billed an incremental charge for operation and maintenance expenses which include the repair, maintenance, and/or replacement of the well pumps and motors used to supply the water systems. The incremental charge for operation and maintenance will be charged to the additional water over the allotment amount. In the event the well is also used for purposes other than the town water system, the operation and maintenance expenses will be proportioned according to the use of the well for town water system purposes.
- 10.1.3 Costs associated with the electricity needed to operate the pumps, including operation and maintenance costs for power distribution lines, transformers, power panels, switches, and meters, will not be included. Any and all other LADWP expenses incurred shall be considered part of the LADWP's commitment to provide the agreed-upon allotment of water.
- 10.1.4 LADWP shall provide Inyo County with confirmation that the LADWP's accounting system has been modified to bill Inyo County only for the above charges. Inyo County reserves the right to request a detailed accounting of all charges relating to the above expenses.
- 10.1.5 A sample of the incremental cost of water calculation is shown on *Exhibit D*.

10.2 TREATMENT OF WATER: LADWP will treat the annual water supply until June 13, 2002 at no cost to Inyo County. The water provided shall be treated to meet all State Health Department and Federal Environmental Protection Agency requirements for drinking water. After June 13, 2002, LADWP will provide only untreated water directly from the well. All treatment of water thereafter shall be the sole responsibility of Inyo County.

10.3 CALCULATION OF WATER SUPPLIED: The water supplied by LADWP to Inyo County shall be measured using the following meters:

	DEPARTMENT STATION ID	DESCRIPTION
LONE PINE	W344	8-inch Sparling propeller meter
	W346	12-inch Badger propeller meter

The total water supplied to Inyo County shall be the sum of the inflow meters minus the sum of any agreed to outflow meters at each township. LADWP retains

ownership of the above meters and will be responsible for the maintenance, repair, replacement, accuracy, and all costs associated with said meters. This water supply calculation method may be changed with mutual written consent of LADWP and Inyo County.

- 10.4 WATER SUPPLY OPTION:** At a future time, upon further agreement between the LADWP and Inyo County, an option can be adopted, whereby Inyo County shall acquire ownership of the town supply well(s), pumps, motors, and appurtenant equipment, and thereafter be responsible for supplying and treating water supplied to the town systems. LADWP will pay the power costs up to the following amounts per calendar year for water production for each township.

The power supplied by LADWP for water production shall be measured using the following meters or their replacements.

Annual Power Allotment
550,000 kW

Meter Numbers
W344 PM409-2315
W346 M9-2535

Power consumption greater than this amount will be billed to Inyo County. Inyo County agrees to pay such costs when billed by LADWP.

- 10.4.1** The cost for power required to provide water above the annual allotment per township shall be calculated based on the following:
- 10.4.1.1** Electrical costs shall be billed only on the actual kilowatt-hours used. Any "capacity" or "demand" charges are to be considered as part of LADWP's commitment to provide the agreed-upon allotment of water.
 - 10.4.1.2** LADWP shall provide Inyo County with confirmation that LADWP's accounting system has been modified to bill the Inyo County only for the above charges. Inyo County reserves the right to request a detailed accounting of all charges relating to the above expenses.

- 11. WELL OWNERSHIP AND MAINTENANCE:** All supply wells were drilled by and are owned by LADWP. LADWP, at no cost to Inyo County, will be responsible for maintenance and rehabilitation, if any is needed, of the wells. LADWP will also be responsible for the maintenance and operability of the pump assemblies, discharge heads, electric motors, and meter spools. Inyo County will be responsible for all piping after the meter spool, and will own and maintain the diesel engine backup systems, including drive lines, angle drives, and electrical control systems.

- 11.1 Inyo County will operate the supply wells and shall own and be responsible for any equipment associated with remote operation. Inyo County shall institute and maintain appropriate safety procedures when operating the supply wells. In the event of a power outage, Inyo County will try to restart power to the well; if this is not successful, Inyo County may connect the backup generator and/or will notify LADWP. In the event of problems with the pumping equipment, Inyo County will notify LADWP at (760) 872-1104 or such replacement contact that LADWP may provide.
- 11.2 In the event of well, pump, or motor failure, LADWP will replace with like equipment at a minimum:
Lone Pine W344 - Casing of 12-inch diameter and 400-foot deep. A deep well turbine pump, 10 stage, 12-inch pump and 125 horsepower motor,
Lone Pine W346 – Casing of 20-inch diameter and 430-foot deep. A deep well turbine pump, 7 stage, 12-inch pump and 200 horsepower motor.
- 11.2.1 Should Inyo County request an increase in well capacity due to system demand beyond the current capability, which increase will require replacement with a larger well, pump, motor, or electrical service, the cost difference between replacing with presently sized equipment and that specified in the request will be determined by the following:
- END OF LIFE CYCLE:** If the pumping system is being replaced at the end of its useful life, Inyo County shall pay the incremental difference in cost to replace with a larger capacity system each time the equipment is replaced.
- DURING LIFE CYCLE:** If the pumping system is being replaced prior to the end of its useful life, Inyo County shall pay labor to pull and reinstall the larger capacity system, and the cost of the larger capacity system less the salvage value of the system being replaced.
12. **ACCESS:** The parties acknowledge that in order to exercise their duties in maintaining the system, Inyo County employees will from time-to-time need to enter upon and into the following-described LADWP land and facilities, for purposes specified as further set forth herein:
- 12.1 The land surrounding LADWP's wells located inside LADWP's fenced compounds, containing a LADWP-owned pump building and an Inyo County-owned chlorination building with associated equipment. Inyo County employees may enter the land to access Inyo County's chlorination building for operation and maintenance. Inyo County employees may enter the land and the pump building in order to operate the pump on/off switch.
- 12.2 Inyo County employees may store a portable generator at the well locations to be used as power backup for the Town Water System. Inyo County employees may enter the land at the location where the generator is stored in order to operate and maintain the generator.

12.3 Inyo County will be granted easements across LADWP land as described in Exhibit C of this document. Inyo County employees may enter the land burdened by those easements in order to operate and maintain the System in the manner permitted by those easements.

13. **INDEMNITY:** Inyo County agrees to indemnify and hold harmless the City of Los Angeles and all of its officers and employees, and at the option of the City of Los Angeles, defend the City of Los Angeles and any of its Boards, officers, agents, representatives, employees, assigns, and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever, for death, bodily injury, or personal injury to any person, including Inyo County's employees and agents, and/or for damage or destruction of any property, including property belonging to Inyo County, its employees and agents, or that of any third persons, that in any way arises out of or through, or is alleged to arise out of or through any act or omission of Inyo County, its employees, or its contractors, which act or omissions was incident to performance of those duties set forth in this Agreement.

The City of Los Angeles, acting by and through the Department of Water and Power of the City of Los Angeles, agrees to indemnify and hold harmless Inyo County and all of its officers and employees, and at the option of Inyo County, defend Inyo County, and any of its Boards, officers, agents, representatives, employees, assigns, and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever, for death, bodily injury, or personal injury to any person, including the City of Los Angeles' employees and agents, and/or for damage or destruction of any property, including property belonging to the City of Los Angeles, its employees and agents, or that of any third persons, that in any way arises out of or through, or is alleged to arise out of or through any act or omission of the City of Los Angeles its employees, or its contractors, which act or omissions was incident to the City of Los Angeles and/or Department of Water and Power's performance of those duties set forth in Sections 7, 9, 10, 11 and 12 of this Agreement.

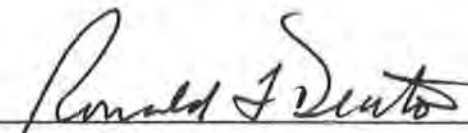
14. **FUNDING AGREEMENT NOT AFFECTED:** This Agreement shall not supersede, alter, amend, revoke, cancel or terminate the agreement, or any understanding with respect to such agreement, between the County of Inyo and LADWP concerning the funding by LADWP of the upgrade and improvement of the Town Water System in accordance with the Long-Term Water Agreement described in Section 1 above.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement to transfer the Lone Pine Town Water System on the day and year written below.

DEPARTMENT OF WATER AND POWER OF THE
CITY OF LOS ANGELES BY THE
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

Date JAN 24 2005

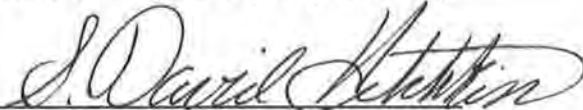
By


Ronald F. Deaton, General Manager

AUTHORIZED BY RES. 095-089
OCT 12 2004

Approved as to Form and Legality
Rockard J. Delgadillo, City Attorney

By




Date

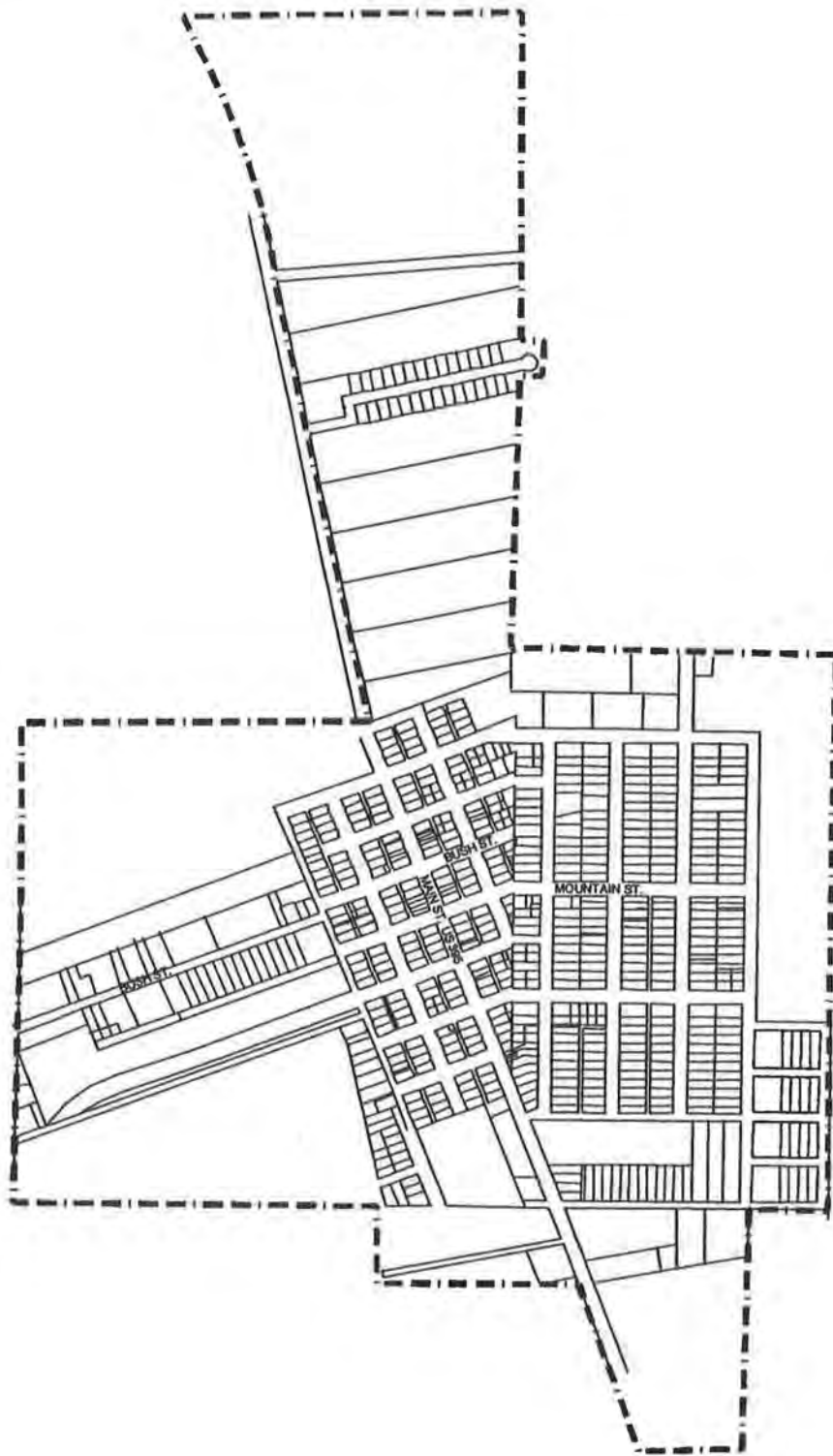
Sept. 1, 2004

COUNTY OF INYO

Date 1-25-05

By


Rene L. Mendez
Inyo County Administrative Officer



NO SCALE

THE TOWN OF
LONE PINE
WATER SERVICE BOUNDARY

EXHIBIT A

REVISED 12-02-2003
TO REFLECT LAND RELEASE,

A14,400

LONE PINE TOWN WATER SYSTEM

Itemized List of System Properties and Facilities – Page 1 of 2

Mains, Services, and Fire Hydrants

WATER MAINS (length in feet)

LOCATION	DIAMETER (In Inches)										NO. OF SERVICES WITH METERS (1" unless otherwise noted)	NO. OF 2½"x4" DOUBLE FIRE HYDRANTS		
	1½"	YEAR	2"	YEAR	4"	YEAR	6"	YEAR	8"	YEAR			12"	YEAR
Reservoir to Bush St. area location									16"Dia 2164'	1970	486'	ACQ.	0	0
Hopalong Cassidy Rd							1032'	ACQ					2-2"; 3-1"	1
East of Hopalong Rd					962'	ACQ							3	0
Inyo St.									380'	1971			5	0
School St.							380'	1978					13	0
Mulr St.							380'	1978	128'	1970			13	1
									737'	1977			2-2"; 3-1"	1
									358'	1976			2	0
Gene Autry Lane			200'	ACQ									4-2"	0
South St.							380'	1978					12	0
Tim Holt St.					268'	ACQ							0	0
W. Post St.					273'	ACQ			516'	ACQ			5	0
E. Post St.							380'	1971	1493'	ACQ			24	3
W. Whitney Portal			222'	ACQ									1	0
E. Whitney Portal			300'	ACQ			50'	1974					4	0
W. Mountain View			203'	ACQ									2	0
E. Mountain View											1237'	1973	16	2
W. Bush St.			289	ACQ					16"Dia 1528'	1970	250	1970	28	2
											325'	1973	4	0
E. Bush St.							370'	1975			155'	1973	7	0
E. Willow St.							603'	1977					16	1
							46'	1974					0	0
Statham Way									323'	ACQ			3	0
E. Locust St.							1881'	ACQ	158'	ACQ			16-1"; 1-4"; 3-2"	2
Begole St.									105'	1971			0	0
Lubken Ave.									1363'	1978			30	1
Fairbanks St.	1"Dia 33'	ACQ	441'	ACQ									7	0
Line St.							983'	1971					3	3
Lake View St.									983'	1979			11	3
	118'	1979	158'	1978	1083'	ACQ			178'	1971			18-1"; 1-2"	2
Mt. Whitney Dr.			395'	ACQ			2148'	1976	332'	1984			64-1"; 1-3"; 1-1½"	3
Hay St.			638'	ACQ	78'	ACQ	865'	1970					60	2
Lone Pine Ave.							1458'	1974	662'	1970			51	1
N. Jackson St.			99'	1974									2	0
Alley E. of Jackson			85'	1977									1	0
			188'	ACQ									3	0

Itemized List of System Properties and Facilities – Page 2 of 2

WATER MAINS (length in feet)

Chlorination equipment at Wells 344 and 346 – Including two chlorine pumps, one chlorine analyzer and two crocks.

Regulator Station - Including a concrete vault and piping assembled in three separate legs of 2, 4, and 6 inch pressure reducing valves.

EXHIBIT B

EASEMENTS TO BE GRANTED BY LADWP TO THE COUNTY OF INYO

LONE PINE:

The CITY OF LOS ANGELES, a municipal corporation, grants to the COUNTY OF INYO easements and right-of-ways for the purpose of operating, maintaining, repairing, replacing, and reconstructing existing water mains over, under, and across that certain real property owned by the City of Los Angeles and under the management and control of the Department of Water and Power, in the County of Inyo, State of California, described as follows:

PARCEL #1

A strip of land 25.00 feet in width lying 12.50 feet on each side of the following center line in Section 28, Township 15 South, Range 36 East, Mt. Diablo Meridian, in the Town of Lone Pine, County of Inyo, State of California, more particularly described as follows:

COMMENCING at the southerly center line intersection Bush and Brewery Streets as shown on Record of Survey, Book 10, page 85, on file in the office of the County Recorder, in the County of Inyo, State of California; thence South 69°04'43" West, along a transit line as shown on said Record of Survey, a distance of 1407.00 feet; thence North 21°14'18" West, 25.00 feet to the northerly right-of-way of said Bush Street and the TRUE POINT OF BEGINNING; thence North 21°14'18" West, 258.72 feet.

PARCEL #2

A strip of land 25.00 feet in width lying 12.50 feet on each side of the following center line in Section 28, Township 15 South, Range 36 East, Mt. Diablo Meridian, in the Town of Lone Pine, County of Inyo, State of California, more particularly described as follows:

COMMENCING at the southerly center line intersection Bush and Brewery Streets as shown on Record of Survey, Book 10, page 85, on file in said Recorder's office; thence South 69°04'43" West, along a transit line as shown on said Record of Survey, a distance of 1407.00 feet; thence North 35°27'47" West, 344.30 feet to the TRUE POINT OF BEGINNING; thence South 68°45'42" West, 5.00 feet; thence South 65°26'35" West, 1459.65 feet, more or less, to the westerly line of said Section 28.

PARCEL #3

A strip of land 75.00 feet in width lying 25.00 feet on the northerly side, and 50.00 feet on the southerly side of the following line in Section 28, Township 15 South, Range 36 East, Mt. Diablo Meridian, in the Town of Lone Pine, County of Inyo, State of California, more particularly described as follows:

COMMENCING at the southerly center line intersection Bush and Brewery Streets as shown on Record of Survey, Book 10, page 85, on file in said Recorder's office; thence South 69°04'43" West, along a transit line as shown on said Record of Survey, a distance of 1407.00 feet; thence North 35°27'47" West, 344.30 feet to the TRUE POINT OF BEGINNING; thence North 68°45'42" East, 480.00 feet.

END OF DESCRIPTION

Incremental Water Cost Calculation

Following are examples of how the incremental cost for water will be calculated. The table shows on a year-by-year basis what Inyo County would have paid for water produced above the 550 acre-foot limit in the Lone Pine township.

YEAR	WATER PUMPED	O&M COSTS		POWER COSTS *		TOTAL
	(AF)	\$	\$/AF	\$	\$/AF	\$/AF
93/94	479	13,379	28	23,764	50	78
94/95	429	7,671	18	23,764	55	73
95/96	438	9,848	22	23,764	54	77
96/97	690	94,016	136	23,764	34	171
97/98	417	22,556	54	23,764	57	111
5-yr average	490.6	\$29,494	\$60	\$23,764	\$48	\$109

* Power Cost = kilowatt-hours (KWH) x rate

Whereas, "rate" is defined as the sum of the current electric rates that are a function of the KWH consumed and includes the energy charge, the California Energy Surcharge, and the energy cost adjustment rates.

For each year in the above table the current electric rates were summed and applied to the estimated one year's pumping power consumption.

**WATER EXCHANGE AGREEMENT BETWEEN THE CITY OF LOS ANGELES, BY
AND THROUGH ITS DEPARTMENT OF WATER AND POWER, AND THE COUNTY
OF INYO**

This Water Exchange Agreement (Agreement) is entered into by and between the City of Los Angeles (City), acting by and through its Department of Water and Power (LADWP), and the County of Inyo (County) with respect to water supply for the County's operation of the Bishop-Sunland Landfill for municipal waste management purposes. LADWP and the County are each a "Party" and, together, the "Parties."

RECITALS

WHEREAS, Section 672 of the City Charter grants the Board of Water and Power Commissioners possession, management, and control of all water rights of every nature and kind owned or controlled by the City; and

WHEREAS, Section 673(b) of the City Charter prohibits LADWP from selling, leasing, or otherwise disposing of the City's water rights without the assent of two-thirds of the registered voters of the City voting on the proposition; and

WHEREAS, Section 673(c) creates an exception for LADWP to exchange water with public agencies, and Section 677(b) authorizes LADWP to enter into contracts with other public agencies for the exchange of water; and

WHEREAS, the County, a public agency, has requested to exchange up to seven (7) acre-feet of groundwater per Runoff Year with LADWP to comply with health, safety, and environmental requirements applicable to the County's operation of the Bishop-Sunland Landfill, located at 110 Sunland Reservation Road, Bishop, California, for municipal waste management purposes (Project); and

WHEREAS, LADWP has agreed to provide the County with up to seven (7) acre-feet of groundwater per Runoff Year for the Project, and the County will, in turn, provide the same quantity of replacement water to LADWP; and

WHEREAS, this Agreement is only intended to create a physical solution for water for the Project, and is not intended to, and shall not, give either Party a legal interest in the other Party's water rights.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Purpose.** The County seeks water to operate its Project but does not have access to a nearby water supply. LADWP currently owns a groundwater well known as D-126 located across Sunland Reservation Road. LADWP will allow the County to pump up to seven (7) acre-feet of groundwater per Runoff Year from LADWP's well D-126 or any replacement well thereof (together, LADWP's Well) for the Project, subject to the terms of this Agreement. In exchange, the County will provide the same quantity of water to LADWP utilizing the County's water rights during the following Runoff Year. For purposes of this Agreement, "Runoff Year" means April 1 to March 31.

2. **Term.** This Agreement shall become effective upon approval by the Board of Water and Power Commissioners, the Los Angeles City Council, and execution by both Parties, and shall terminate at the end of the post-closure period for the Bishop-Sunland Landfill, as determined by California Code of Regulations title 27, section 21900, or any amendments thereto.

3. **Physical Solution.**

a. LADWP shall allow the County to pump up to seven (7) acre-feet of natural, untreated groundwater per Runoff Year from LADWP's Well, subject to availability, for the Project.

i. The County shall use only such quantity of groundwater as it reasonably requires for the Project. The County expressly agrees not to use the groundwater at any other site or for any other purpose.

ii. The County expressly acknowledges that LADWP makes no representation or warranty whatsoever, express or implied, as to the quantity, quality, fitness, potability, or continued availability of water provided under this Agreement.

iii. Upon providing the County written notice, LADWP may suspend the County's ability to pump groundwater from LADWP's Well under this Agreement due to the unavailability of water, contamination of the water source, malfunction of LADWP's Well or water system, or maintenance of LADWP's Well or water system. Further, upon providing the County written notice, LADWP may suspend the County's ability to pump groundwater from LADWP's Well under this Agreement due to an injunction or a final judgment issued by a court ordering that LADWP shall cease pumping groundwater from LADWP's Well or that the County shall cease pumping groundwater from LADWP's Well under this Agreement.

iv. LADWP shall not be liable for the County's inability to pump groundwater due to the unavailability of water, contamination of the water source, malfunction of LADWP's Well or water system, maintenance of LADWP's Well or water system, or an injunction or a final judgment issued by a court ordering that LADWP shall cease pumping groundwater from LADWP's Well or that the County shall cease pumping groundwater from LADWP's Well under this Agreement.

b. If the County pumps groundwater from LADWP's Well pursuant to this Agreement, then, and unless a different time period is agreed to in writing for any given Runoff Year, during the following Runoff Year between the months of May and September, the County shall provide LADWP the same quantity of water from the County's well located at 701 South Main Street, Bishop, California 93514 (County's Well), or any other source approved by LADWP in writing.

i. If the County fails to provide LADWP replacement water, as required by this Agreement, the County's right to pump groundwater from LADWP's Well under this Agreement shall be suspended until the County provides the full quantity of replacement water due and owing.

ii. The County's obligation to provide LADWP replacement water shall remain, even beyond the Runoff Year, until the obligation is satisfied. This subparagraph shall survive termination or expiration of this Agreement.

c. To ensure compliance with the relevant provisions of the Stipulation and Order entered by the Inyo County Superior Court in the case of *Hillside Water Company, v. The City of Los Angeles* on August 26, 1940 (Hillside Decree), and with Section II, Paragraph VII of the Stipulation and Order entered by the Inyo County Superior Court on June 13, 1997 (Inyo County/Los Angeles Long Term Water Agreement), any and all replacement groundwater provided by the County to LADWP from within the "Bishop Cone Area," as defined in the Hillside Decree, shall be used by LADWP downstream of the County Well on or within the Bishop Cone.

4. Water Quality and Treatment.

a. All water accepted under this Agreement shall be accepted in the natural, untreated state and condition in which it is there found, and in taking and using such water the receiving Party shall be acting entirely at its own risk with respect to water quality.

b. Each Party shall be solely responsible for treating the water it accepts, if necessary for its intended use purposes, and covenants and agrees to comply with all applicable laws and regulations.

5. Metering and Accounting.

a. Each Party shall, at its own cost and expense, install a meter to measure the quantity of groundwater provided to the other Party, maintain the meter in good working condition, and calibrate the meter, as necessary, pursuant to the manufacturer's specifications.

b. By May 1 each year:

i. LADWP shall provide the County written notice of the quantity of groundwater the County pumped from LADWP's Well during the previous Runoff Year pursuant to Paragraph 3(a).

ii. The County shall provide LADWP written notice of the quantity of groundwater it provided to LADWP during the previous Runoff Year pursuant to Paragraph 3(b).

c. If a Party contests the quantity stated in a notice provided under Paragraph 5(b), the Party shall provide the other Party written notice within fifteen (15) days. The Parties shall work in good faith to resolve any such disputes.

d. LADWP shall report the amount of groundwater it received from the County pursuant to this Agreement in the annual Bishop Cone Audit. LADWP shall list the amount of groundwater received from the County separately from the amounts of groundwater it otherwise pumped from the Bishop Cone Area.

6. Well Maintenance and Replacement.

a. Except as set forth in Paragraph 6(b), each Party shall undertake, at its sole cost and expense, reasonable measures to keep its well in good condition and repair, and employ reasonable precautions to prevent any foreign matter or substance from entering its well to protect and safeguard the underlying groundwater from contamination.

b. Notwithstanding Paragraph 6(a), should the pump on LADWP's Well require repair or should the well require replacement for the County to continue to obtain water

from it under this Agreement, the County shall be responsible for all costs associated with such repair or a substantially equivalent replacement. The County may procure its own well repair or well installation contractor or may request LADWP's assistance with the necessary repairs. In the event of such a request, LADWP shall use reasonable efforts to reach an agreement with the County as to the performance of the work, provided the County pays all costs incurred for the work.

c. Except as provided above and as already exists, any and all pumps, pipelines, storage facilities, and other equipment necessary to supply water from the well to the point of use shall be provided and installed by and at the sole cost and expense of the Party receiving the water. To the extent any maintenance or replacement or repair access is required, the Parties shall negotiate expeditiously and in good faith to allow the work to commence in a timely manner.

7. Water Rights.

a. Each Party represents and warrants that it holds water rights sufficient to fulfill its obligations under this Agreement.

b. Each Party represents and warrants that this Agreement is intended only as a physical solution for the Project. Each Party expressly agrees that this Agreement is not intended to, and does not, give it a legal interest in the other Party's water rights. Further, each Party expressly agrees not to claim or assert an interest in the other Party's water rights.

8. Indemnity.

a. The County agrees to indemnify and hold harmless LADWP, the Board of Water and Power Commissioners, the City, and all of their respective officers, agents, employees, insurers, successors, and assigns (individually and collectively, LADWP Indemnitees), and at the option of the City, defend the LADWP Indemnitees with counsel satisfactory to the City, from and against any and all liens, claims of lien, suits, actions, causes of action, claims, charges, costs, fees (including, without limitation, attorneys' fees and consultants' fees), assessments, liabilities, damages, demands, judgments, fines, penalties, or losses of any kind or nature whatsoever, whether known or unknown, fixed or contingent (individually and collectively, Claims) that are incurred by or asserted against the LADWP Indemnitees as a result of or in connection with the County's use of LADWP's Well or water therefrom, or the County's use of its water rights to fulfill its obligations under this Agreement.

b. Notwithstanding the above, if LADWP should fail to use water provided by the County in accordance with the provisions Paragraph 3(c) above, the provisions of Paragraph 8(a) shall not be applicable to any Claims that are incurred by or asserted against LADWP for the failure to comply with the provisions of Paragraph 3(c).

9. Notices. Any notices relating to this Agreement must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally by generally recognized overnight courier service or five (5) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as follows:

If to LADWP:

Adam Perez
Manager of Aqueduct
Los Angeles Department of Water & Power
300 Mandich Street
Bishop, CA 93514-3449

With copy to:

Melanie A. Tory
Deputy City Attorney
Los Angeles City Attorney's Office
DWP Division
221 North Figueroa Street, Suite 1000
Los Angeles, CA 90012

If to the County:

Nathan Greenberg
Chief Administrative Officer
County of Inyo
1360 N. Main Street
Bishop, CA 93514

With copy to:

John-Carl Vallejo
County Counsel
County of Inyo
P.O. Drawer Q
Independence, CA 93526

10. Jointly Drafted. Each Party acknowledges that it was represented by its legal counsel during the negotiation and execution of this Agreement, and that it has had a full and fair opportunity to review and revise the terms of this Agreement. Each Party further agrees that this Agreement has been jointly drafted, and that no term contained herein shall be construed against or in favor of another Party.

11. Amendments and Waiver. No amendment or waiver of any provision of this Agreement, nor consent to any departure, shall be effective unless in writing and signed by each Party, and then such waiver or consent shall be effective only in the specific instances and for the specific purpose given.

12. Governing Law. This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

13. Exclusive Venue. All litigation arising out of or relating to this Agreement shall be brought in a State or Federal court in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

14. No Attorneys' Fees. The Parties agree that, in any action to enforce the terms of this Agreement, each Party shall bear its own attorneys' fees and costs.

15. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto any rights, remedies, obligations, or liabilities.

16. Severability. If one or more of the provisions contained in this Agreement are invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any manner.

17. Headings. Headings in this Agreement are included for convenience of reference only and shall not be given any substantive effect.

18. No Consequential or Punitive Damages. Except with respect to liabilities arising from third-party claims, in no event shall either Party be liable to the other Party under any provision of this Agreement for any indirect, incidental, punitive or consequential damages, losses, damages, costs, or expenses including, without limitation, loss of profits or revenue, loss of the use of equipment, costs of capital, costs of temporary equipment or services, whether based in whole or in part in contract, in tort, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be indirect, incidental, punitive or consequential damages hereunder.

19. Integration. This Agreement supersedes any prior agreement, oral or written, and contains the entire agreement of the Parties on the subject matter hereof. No subsequent agreement, representation, or promise made by a Party, or its officers, employees, agents, or representatives, shall be of any effect unless it is in writing and executed by the Party to be bound.

20. Execution in Counterparts. This Agreement may be executed in counterparts, each of when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representatives.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES
BY
BOARD OF WATER AND POWER
COMMISSIONERS
OF THE CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

Date _____ By _____
JANISSE QUIÑONES
Chief Executive Officer and Chief Engineer

Date _____ And _____
CHANTE L. MITCHELL
Board Secretary

AUTHORIZED
BY:

Resolution No. _____
Adopted _____

APPROVED BY COUNCIL ON:

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representatives.

COUNTY OF INYO

By: _____
Matt Kingsley, Board Chair

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

**AGREEMENT OF PURCHASE AND
SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS**

ARTICLE 1

1. Parties

- 1.1. This Agreement of Purchase and Sale of Real Property and Escrow Instructions (the "Agreement"), dated _____, is entered into by and between the COUNTY OF INYO, as Buyer ("Buyer"), and the CITY OF LOS ANGELES, acting by and through its DEPARTMENT OF WATER AND POWER, as Seller ("Seller").

ARTICLE 2

2. Recitals

- 2.1. Seller is the owner of the following real properties (the "Properties"):
- Parcel 1 (on which the Bishop Sunland Landfill is located): located at 110 Sunland Reservation Road, Bishop, in the County of Inyo, State of California, identified as a portion of Assessor's Parcel Number 013-020-07 consisting of approximately 118.52 acres and further described as *Exhibit A*, attached hereto and incorporated by reference; and
- Parcel 2 (on which the Independence Landfill is located): located at 500 Dump Road, Independence, in the County of Inyo, State of California, identified as a portion of Assessor's Parcel Number 22-140-07 consisting of approximately 50.13 acres and further described as *Exhibit B*, attached hereto and incorporated herein by reference; and
- Parcel 3 (on which the Lone Pine Landfill is located): located at 450 Substation Road, Lone Pine, in the County of Inyo, State of California, identified as portions of Assessor's Parcel Numbers 26-060-05 and 26-060-12 consisting of approximately 60.58 acres and further described as *Exhibit C*, attached hereto and incorporated herein by reference.
- 2.2. Buyer has leased Parcel 1 for approximately forty-eight (48) years for waste management purposes and, other than the City of Bishop who leased Parcel 1 from January 1, 1943, to June 30, 1975, is the only known tenant or occupant of Parcel 1.
- 2.3. Buyer has leased Parcel 2 for approximately seventy-one (71) years and Parcel 3 for approximately sixty-nine (69) years for waste management purposes and is the only known tenant or occupant of Parcels 2 and 3.
- 2.4. Buyer has operated its landfills on the Properties during its entire tenancy or occupancy.

- 2.5. Seller has an interest in protecting the groundwater beneath, near, and surrounding the Properties, which serves as a groundwater source for the City of Los Angeles, and will retain all water, oil and mineral rights to the Properties.
- 2.6. The Properties are being sold without water rights or current water service.
- 2.7. Seller has agreed to sell to Buyer the easements further described in *Exhibits D* and *E*, attached hereto and incorporated herein by reference, concurrently with the sale of the Properties to Buyer.
- 2.8. Buyer has a duty to protect and safeguard the environment and public health and safety as a government agency.
- 2.9. Buyer intends to continue to operate its landfills on the Properties in accordance with all applicable laws and regulations.
- 2.10. The Properties are improved as follows:
- Parcel 1: Gate house; truck scale; oil collection shed; small shop building with surrounding cement pads; three (3) methane gas extraction wells; ten (10) ground water monitoring wells; and perimeter fencing with three (3) gates.
- Parcel 2: Four (4) groundwater monitoring wells; oil collection shed; perimeter fencing with two (2) gates.
- Parcel 3: Six (6) groundwater monitoring wells; oil collection shed; perimeter fencing with three (3) gates.
- All Improvements, appurtenances, and related Personal Property and intangible property are the property of Buyer.
- 2.11. Buyer caused the Properties to be appraised by Smith & Associates, Inc. with a date of valuation on December 1, 2016. The appraiser's opinion of fair market value was Two Thousand Five Hundred Dollars (\$2,500) per acre for Parcel 1, and One Thousand Five Hundred Dollars (\$1,500) per acre for Parcels 2 and 3. The parties opinion of fair market value for the easements described in *Exhibits D* and *E* was a total of \$3,600.
- 2.12. Seller conducted a Phase I environmental assessment for each of the Properties. The resulting Phase I Reports by Kleinfelder dated April 20, 2023, and updates dated December 12, 2023 (collectively, "Phase I Reports"), have been provided to Buyer and Buyer hereby acknowledges it has received copies of said Phase I Reports.
- 2.13. In consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this Agreement, it is understood and agreed by and between the parties as follows in Articles 3 through 11:

ARTICLE 3

3. Purchase Price:

3.1. The purchase price ("Purchase Price") for the Properties and the easements is Four Hundred Sixty-Five Thousand Nine Hundred Sixty-Five Dollars (\$465,965), and represents the price for the Properties (\$462,365) and the easements (\$3,600) and is payable in accordance with this Article 3. The Purchase Price reflects that the Properties are being sold with a permanent deed restriction that limits use of the Properties for waste management purposes only.

3.1.1. The Purchase Price is apportioned as follows:

Parcel 1 is approximately 118.52 acres at Two Thousand Five Hundred Dollars (\$2,500) per acre, for a total of Two Hundred Ninety-Six Thousand Three Hundred Dollars (\$296,300); and

Parcel 2 is approximately 50.13 acres at One Thousand Five Hundred Dollars (\$1,500) per acre, for a total of Seventy-Five Thousand One Hundred Ninety-Five Dollars (\$75,195); and

Parcel 3 is approximately 60.58 acres at One Thousand Five Hundred Dollars (\$1,500) per acre, for a total of Ninety Thousand Eight Hundred Seventy Dollars (\$90,870); and

Easement for waterline purposes serving Parcel 2 for a total of Two Thousand Six Hundred Dollars (\$2,600); and

Easement for public roadway purposes serving Parcel 3 for a total of One Thousand Dollars (\$1,000).

3.1.2. The Purchase Price will not be changed to include or deduct any costs to Buyer or Seller related to this Transaction. Each party is responsible for any costs or attorney's fees related to review of this Agreement or this Transaction.

ARTICLE 4

4. Definitions

4.1. Agreement is defined in Section 1.

4.2. Appraisal is defined as an opinion of value.

4.3. Appurtenance is defined as something added or appended to a property that then becomes an inherent part of the property.

4.4. Business Day means a day other than a Saturday, Sunday, or California State holiday.

4.5. City Approval is as defined in Section 8.2.1.

- 4.6. Clean-Up Actions mean any and all actions that (a) a Governmental Entity deems necessary to address the presence of Hazardous Substances on or under the Properties or other properties, lands, or waters, or to address the Release of Hazardous Substances on, under, or from the Properties; or (b) are required by any Environmental Law. Clean-Up Actions may include, without limitation, conducting evaluations, investigations, studies, assessments, and testing, as well as removing, disposing, remediating, containing, capping, encapsulating, and monitoring Hazardous Substances, both on and under the leased premises and any other properties, lands, or waters affected or potentially affected by Hazardous Substances.
- 4.7. Closing is defined as a meeting of the parties to a real estate transaction held to execute and deliver mortgage or property title documents.
- 4.8. Consent means the consent or approval of, or notice to or filing with, any Person or Governmental Entity.
- 4.9. County Approval is defined as approval by the County Board of Supervisors.
- 4.10. Deed is defined in Section 9.3.1.
- 4.11. Effective Date is defined as the date the Agreement is fully executed by both parties.
- 4.12. Environmental Laws mean any and all existing or hereinafter adopted or amended federal, state, and local statutes, common law, ordinances, regulations, rules, orders, decrees, or governmental policies regulating, relating to, or imposing liability (including, but not limited to, response, removal, and remediation costs) or standards of conduct or performance concerning the natural environment, pollution control, Hazardous Substances, or toxic, dangerous, restricted, or designated substances, wastes, or materials. Environmental Laws include, without limitation, the following federal and state laws, amendments thereto, and all regulations, rules, orders, decrees, and governmental policies promulgated thereunder: (a) the Comprehensive Environmental Response, Compensation, and Liability Act (commonly referred to as CERCLA or Superfund), 42 U.S.C. § 9601, et seq.; (b) the Resource Conservation and Recovery Act (commonly referred to as RCRA), 42 U.S.C. § 6901, et seq.; (c) the Federal Water Pollution Control Act (commonly referred to as the Clean Water Act), 33 U.S.C. § 1251, et seq.; (d) the Clean Air Act, 42 U.S.C. § 7401, et seq. (e) the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; (f) the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq. (commonly referred to as TSCA); (g) the Federal Insecticide, Fungicide, and Rodenticide Act (commonly referred to as FIFRA), 7 U.S.C. § 136, et seq.; (h) the Emergency Planning and Community Right-to-Know Act (commonly referred to as EPCRA), 42 U.S.C. § 11001, et seq.; (i) the Atomic Energy Act and Low-Level Radioactive Waste Policy Amendments Act, 42 U.S.C. § 2011, et seq.; (j) the Nuclear Waste Policy Act, 42 U.S.C. § 10101, et seq. (commonly referred to as NWPA); (k) the Porter-Cologne Water Quality

Control Act, California Water Code § 13000, et seq.; (l) the Carpenter-Presley-Tanner Hazardous Substance Account Act (commonly referred to as HSAA), California Health and Safety Code § 25300, et seq.; (m) the Safe Drinking Water and Toxic Enforcement Act (commonly referred to as Proposition 65), California Health and Safety Code § 25249.5, et seq.; (n) the California Hazardous Waste Control Law, California Health and Safety Code § 25100, et seq.; (o) California's hazardous materials release response plan and inventory laws set forth in California Health and Safety Code § 25500, et seq.; and (p) California's underground storage of hazardous substances laws set forth in California Health and Safety Code § 25280, et seq.

- 4.13. EPA means the United States Environmental Protection Agency.
- 4.14. Escrow Holder is Inyo-Mono Title Company.
- 4.15. Exceptions are defined as any encumbrance, reservation or limitation on the title or property.
- 4.16. FIRPTA Affidavit means an affidavit filed pursuant to the federal Foreign Investment in Real Property Tax Act.
- 4.17. Governmental Entity means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to United States federal, state, local or municipal government, including any department, commission, board, agency, bureau, subdivision, instrumentality, official or other regulatory, administrative or judicial authority thereof, including any authority or other quasi-governmental entity established by a Governmental Entity to perform any of such functions.
- 4.18. Hazardous Substances mean (a) any substance, product, waste, or other material of any nature that is or becomes listed, regulated, or addressed under any Environmental Law; (b) any substance, product, waste, or other material of any nature that may give rise to liability under any Environmental Law or under any other statutory or common-law tort theory; (c) any substance, product, waste, or other material that is explosive, corrosive, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous to human health or the environment and is regulated by any Governmental Entity (or by executive or judicial order) as a hazardous material; (d) petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas useable for fuel, and any mixture thereof; (e) asbestos; (f) polychlorinated biphenyls; (g) urea formaldehyde foam insulation; (h) fossil fuel combustion wastes including, but not limited to, fly ash waste, bottom ash waste, slag waste, and flue gas emission control waste; (i) solid wastes resulting from the extraction and processing of ore; (j) cement kiln dust wastes; (k) lead, arsenic, mercury, chromium, and other metals; (l) volatile organic compounds and semi-volatile organic compounds; (m) polycyclic/polynuclear aromatic hydrocarbons; (n) perchlorate; and (o) radon gas.

- 4.19. Improvement is defined as a building or other relatively permanent structure or development located on, or attached to, land.
- 4.20. Law means any and all existing or hereinafter adopted or amended federal, state, and local statutes, common law, ordinances, regulations, rules, orders, decrees, constitutions, treaties, charters, permits, or determination or other binding requirement of any Governmental Entity.
- 4.21. Lease is defined as a contract in which the rights to use and occupy land or structures are transferred by the owner to another for a specified period of time in return for a specified rent.
- 4.22. Personal Property is defined as all tangible property that is not classified as real estate.
- 4.23. Preliminary Report is defined in Section 5.1.
- 4.24. Properties is defined in Section 2.1.
- 4.25. Purchase Price is defined in Section 3.1.
- 4.26. Release means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into groundwater, surface water, soil, soil vapor, or air, or otherwise into the environment, as well as continuing migration through groundwater, surface water, soil, soil vapor, or air, or otherwise through the environment. The term does not include actions related to the incorporation in a lawful manner of building materials into a permanent improvement to the Properties.
- 4.27. Tax means any and all taxes imposed by a Governmental Entity, including charges for federal, state, local or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, franchise, withholding, payroll, employment, excise, property, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, license, service, occupation, severance, transfer, unemployment, social security, workers' compensation, capital, premium and other Taxes, assessments, customs, duties, fees, levies or other governmental charges of any nature whatever, whether disputed or not, together with any interest, penalties, additions to Tax or additional amounts with respect thereto, excluding in all cases any expense related to any permit.
- 4.28. Title Company is Inyo-Mono Title Company.
- 4.29. Title Objection is defined in Section 5.2.1.
- 4.30. Transaction is defined as the purchase and sale of the Properties as contemplated by this Agreement.

ARTICLE 5

5. **Buyer's Contingencies**

- 5.1. **Preliminary Reports.** Buyer will receive the preliminary title reports ("Preliminary Reports") dated no earlier than ninety (90) days before the Effective Date covering the Properties, together with a legible copy of all exceptions to title shown in the Preliminary Reports, including each document, map, and survey referred to in the Preliminary Reports.
- 5.2. **Approval of Title.** Buyer's obligation to purchase the Properties is expressly conditioned on Buyer's approval of the condition of title of the Properties in accordance with the following procedure:
 - 5.2.1. **Buyer's Approval of Preliminary Reports.** Buyer will have twenty-one (21) days after receipt to review the Preliminary Reports to deliver written notice of any objection to title ("Title Objection") to Seller. If Buyer fails to give such notice on or before twenty-one (21) days after receipt, Buyer will be deemed to have accepted the matters disclosed in the Preliminary Reports.
 - 5.2.2. **Permitted Exceptions.** Upon County Approval, the following Exceptions are deemed approved by Buyer, including but not limited to: (a) exceptions for a lien for local real estate taxes and assessments not yet due or payable, including (without limitation) special taxes under Gov. Code §§53311-53368.3 or installment assessments under Streets & Highways Code §§8500-8887, and (b) the standard preprinted Exceptions and exclusions of the Title Company.
 - 5.2.3. **Title Objections.** With respect to any Title Objection, Seller will have thirty (30) days after receipt of Buyer's Title Objection to give notice to Buyer in writing, stating either (i) the manner in which Seller will remove or cure such Title Objection or (ii) that Seller will not remove or cure such Title Objection. If Seller fails to deliver such notice within the time specified in this Section 5.3.3, Seller shall be deemed to have elected not to remove or cure such Title Objection.
 - 5.2.4. **Seller Elects Not to Cure.** If Seller elects not to cure or remove a Title Objection (or is deemed to have so elected), or Seller's cure is not acceptable to Buyer, then Buyer will have ten (10) days after delivery of notice from Seller of its action in response to the objection either to (a) proceed with the purchase of the Properties, waive such Title Objection, and accept the exception shown in the Preliminary Report as a Permitted Exception, or (b) provide Seller with written notice that Buyer is terminating this Agreement.
 - 5.2.5. **Additional Encumbrances.** If any encumbrance or other exception to title arises or is discovered prior to the Closing Date, the party

discovering such Additional Encumbrance must promptly give written notice to the other. No later than five (5) Business Days after delivery of the notice of such Additional Encumbrance, Buyer will deliver written notice to Seller specifying whether the Additional Encumbrance is a Title Objection or a Permitted Exception. If Buyer objects to the Additional Encumbrance, the parties will proceed in the same manner as set forth above for Title Objections in Section 5.3.3.

- 5.3. Due Diligence. Buyer's obligation to purchase the Properties is expressly conditioned on its approval, in its sole discretion, of the condition of the Properties and all other matters concerning the Properties, including without limitation economic, financial, and accounting matters relating to or affecting the Properties or its value, and the physical and environmental condition of the Properties. Buyer will have until the County Approval to conduct such investigations as Buyer may choose ("Due Diligence") to determine, in its sole discretion, whether this contingency is met. Upon delivering this Agreement executed by Buyer to Seller, Buyer will also deliver written notice to Seller accepting the Properties, which acceptance shall be conditioned upon satisfaction of Buyer's Closing Conditions. Alternatively, Buyer shall deliver written notice to Seller before approval or termination of this Agreement. If Buyer fails to give either notice, Buyer will be deemed to have elected to terminate this Agreement.
- 5.4. Access to Properties. Buyer acknowledges that it is thoroughly familiar with the Properties and that it has been occupying and using each of the Properties as more particularly described in the Recitals. As part of its Due Diligence, Buyer may investigate economic, financial, and accounting matters relating to or affecting the Properties or its value, and conduct inspections, tests and studies with respect to the physical and environmental condition of the Properties and Seller recommends that Buyer do so. Buyer and Buyer's consultants, agents, engineers, inspectors, contractors, and employees ("Buyer's Representatives") will be given reasonable access to the Properties during regular business hours for the purpose of performing such Due Diligence. Buyer will undertake the Due Diligence at its sole cost and expense. Buyer will indemnify, defend with counsel reasonably acceptable to Seller, and hold Seller harmless from all claims (including claims of lien for work or labor performed or materials or supplies furnished), demands, liabilities, losses, damages, costs, fees, and expenses, including Seller's reasonable attorney fees, costs, and expenses, arising from the acts or activities of Buyer or Buyer's Representatives in, on, or about the Properties during or arising in connection with Buyer's inspections of the Properties.
- 5.5. Assumption of Risk. Subject to the other provisions of this Agreement, Buyer agrees that it assumes the risk that an adverse condition of the Properties may not have been revealed by its own Due Diligence. Buyer agrees that Seller will have no obligation to repair, correct, or compensate

Buyer for any condition of the Properties existing at the time of closing including, without limitation, the presence of Hazardous Substances on, under, or near the Properties; defects in the Improvements; noncompliance with applicable laws and regulations including, without limitation, zoning laws, building codes, and the Americans with Disabilities Act; whether or not such condition of the Properties would have been disclosed by Buyer's Due Diligence.

- 5.6. Termination for Failure of a Contingency. Any cancellation fee, cost, or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a contingency will be borne by the terminating party or the party whose action or failure to act resulted in the termination.
- 5.7. Survival. The provisions of this Article shall survive the delivery of the deed and the Closing.

ARTICLE 6

6. Seller's Preclosing Covenants

- 6.1. No Amendments or Agreements. On or after the Effective Date, Seller will not enter into any Lease or other agreement of any type affecting the Properties, without Buyer's prior written consent.
- 6.2. Notification. Seller will promptly notify Buyer of any material change in any condition with respect to the Properties or of any material event or circumstance that occurs prior to the Effective Date that makes any representation or warranty of Seller under this Agreement untrue or misleading.

ARTICLE 7

7. Representations and Warranties

- 7.1. Effect of Representations and Warranties. Each representation and warranty in this Article 7: (a) is material and being relied on by the party to which the representation and warranty is made; (b) is true in all respects as of the Effective Date; (c) must be true in all respects on the Closing Date; and (d) will survive the delivery of the deed and the Closing, except as otherwise provided in this Agreement.
- 7.2. Buyer's Representations and Warranties. In addition to this Agreement, Buyer warrants and represents, and specifically discloses and indemnifies Seller, as follows:
 - 7.2.1. Environmental Site Declaration and Disclosure Regarding Use. Buyer warrants it has made use of the Properties consistent with its Lease, and all local, state, and federal laws. In attached *Exhibit F*, Buyer will comprehensively list all use made on the Properties and disclose any and all use of Hazardous Substances.

- 7.2.2. Obligation to Perform Clean-Up Actions. Buyer specifically acknowledges that it has operated and will continue to operate waste management facilities on the Properties in the foreseeable future. Buyer warrants, represents, and agrees that, as between Buyer and Seller, Buyer shall be responsible for any and all Clean-Up Actions required at the Properties, regardless of when incident giving rise to the need for Clean-Up Actions occurred.

Buyer's Initials: _____

- 7.2.3. Indemnity. Buyer, on behalf of itself and its successors and assigns, undertakes and agrees to indemnify and hold harmless Seller, the Board of Water and Power Commissioners, the City of Los Angeles ("City"), and all of their respective officers, agents, employees, insurers, successors, and assigns (individually and collectively, "Indemnitees"), and at the option of the City, defend the Indemnitees with counsel satisfactory to the City, from and against any and all liens, claims of lien, suits, actions, causes of action, claims, charges, costs, fees (including, without limitation, attorneys' fees and consultants' fees), assessments, liabilities, damages, demands, judgments, fines, penalties, or losses of any kind or nature whatsoever, whether known or unknown, fixed or contingent (individually and collectively, "Claims") that are incurred by or asserted against the Indemnitees in connection with the Properties. Buyer's indemnity obligation shall include, without limitation, any and all Claims relating to any alleged violation of any Environmental Law, any Release of Hazardous Substances on, under, or near the Properties existing at the time of Closing and/or subsequently caused and/or created by Buyer's actions and/or landfill operations, and any Clean-Up Actions. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this Agreement.

Buyer's Initials: _____

- 7.2.4. Cooperation and Consent. As a material inducement to Seller's extension and delivery of this Agreement, Buyer acknowledges, represents, warrants, and agrees, as soon as possible after the Closing, that it will reasonably cooperate with Seller in Seller's efforts to: (i) notify Governmental Entities of the sale of the Properties to Buyer; and (ii) remove Seller from any and all permits, plans, orders, or other Consent related to owning or operating landfills on the Properties, including, without limitation, as follows:

Parcel 1: the Solid Waste Facility Permit (SWFP) issued by the Inyo County Health Department in September 2017 (Permit No. 14-AA-

0005), the Waste Discharge Requirements issued by the Lahontan Regional Water Quality Control Board (LRWQCB) in June 2001 (Board Order No. 6-01-34, WDID No. 6B140300002), permits issued by the Great Basin Unified Air Pollution Control District to construct and operate a landfill gas collection and treatment system and a grinder, and the Preliminary Closure Plan for the Bishop-Sunland Landfill prepared for Buyer by Geo-Logic Associates, and approved by the LRWQCB and CalRecycle in December 2020.

Parcel 2: the SWFP issued by the Inyo County Health Department in April 2000 (Permit No. 14-AA-0004), the Waste Discharge Requirements issued by the LRWQCB in November 1995 and amended in September 1996 (Board Order No. 6-95-116, WDID No. 6B140300004), and the Preliminary Closure Plan and Post Closure for the Independence Landfill prepared for Buyer by Geo-Logic Associates, and approved by the LRWQCB and CalRecycle in December 2020.

Parcel 3: the SWFP issued by the Inyo County Health Department in March 2000 (Permit No. 14-AA-0003), the Waste Discharge Requirements issued by the LRWQCB in June 1995 (Board Order No. 6-95-70, WDID No. 6B140300006), and the Preliminary Closure Plan for the Lone Pine Landfill prepared for Buyer by Geo-Logic Associates, and approved by the LRWQCB and CalRecycle in December 2020.

Further, Buyer acknowledges, represents, warrants and agrees that, following the Closing, Buyer will obtain all Consent and permits necessary for it to own and legally operate the Properties, and that such Consent and permits shall not obligate Seller in any way.

- 7.3. “As-Is” Purchase. As a material inducement to Seller’s extension and delivery of this Agreement, Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that, except as otherwise expressly provided in this Agreement: (i) Buyer is expressly purchasing the Properties in its existing condition “as is, where is, and with faults” and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Seller with respect to all facts, circumstances, conditions and defects; (ii) Buyer acknowledges it has operated unlined landfills on the Properties for many years and that, by virtue of being the operator, Buyer has far superior knowledge than Seller as to the condition of the Properties and what Hazardous Substances or other materials may have been disposed of or that otherwise may be located, placed on, under, about or in the vicinity of the Properties, and Buyer acknowledges receipt of and accepts the content and description of the Properties in the Phase I Reports; (iii) Seller has specifically bargained for the assumption by Buyer of all responsibility for past, present and future actual and potential liability with the Properties of

any kind, source and or nature and for Buyer's assumption of all responsibility to inspect and investigate the Properties and of all risk of; (iv) Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Properties and any or all known and unknown actual or potential liabilities associated with it; (v) Seller is not making, and has not made, any warranty or representation with respect to any materials or other data provided by Seller to Buyer (whether prepared by or for Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Properties as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Properties or for any other purpose; and (vi) by reason of all the foregoing, Buyer assumes the full risk of any liability, loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Properties. Seller hereby disclaims all warranties of any kind or nature whatsoever (including warranties of condition, merchantability, habitability and fitness for particular purposes), whether expressed or implied, including, but not limited to warranties with respect to the Properties, tax liabilities, zoning, land value, subdivision or land use, availability of access or utilities, ingress or egress, governmental approvals, or the soil conditions of the land. Buyer further acknowledges that Buyer is buying the Properties "as is" and in its present condition and that except as otherwise expressly provided in this Agreement, Buyer is not relying upon any representation of any kind or nature made by Seller, or any of its employees or agents or Seller group with respect to the land or Properties, and that, in fact, no such representations were made except as expressly set forth in this Agreement. Further and without in any way limiting any other provision of this Agreement, Seller makes no warranty with respect to the presence of Hazardous Substances on, under, or near the Properties. By acceptance of this Agreement and the Deed, Buyer acknowledges that Buyer's opportunity for inspection and in investigation of such land has been adequate to enable Buyer to make Buyer's own determination with respect to the presence of Hazardous Substances on, under, or near the Properties. Furthermore, Buyer's closing, hereunder shall be deemed to constitute an express waiver of Buyer's and its successors' and assigns' rights to sue Seller, and of Buyer's right to cause Seller to be joined in an action brought under any Environmental Law.

- 7.4. Release of Liability. Without in any way limiting the generality of the preceding paragraphs, Buyer, on behalf of itself, its successors and assigns, specifically acknowledges and agrees that it forever waives, releases and discharges any claim it has, might have had or may have against Seller, with respect to the Properties or the condition of the Properties, any and all known and unknown, either patent or latent, actual and/or potential liabilities

associated with the Properties and the compliance with any Environmental Law which exist with respect to the Properties. Buyer waives the benefit of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Seller and Buyer have each initialed this Section 7.4 to further indicate their awareness and acceptance of each and every provision of this Agreement. The provisions of this Section 7.4 will survive the delivery of the deed and the Closing.

Seller's Initials: _____

Buyer's Initials: _____

Buyer specifically acknowledges that Buyer has carefully reviewed the foregoing provisions and discussed its import with legal counsel, is fully aware of its consequences, and that the provisions of this paragraph are a material part of this Agreement. The provisions of Article 7 shall survive the expiration of this Agreement, or the delivery of the Deed and the Closing.

- 7.5. Survival. The provisions of Section 7 shall survive the delivery of the deed and the Closing.

ARTICLE 8

8. Closing Conditions

- 8.1. Buyer's Closing Conditions. All obligations of Buyer under this Agreement are subject to the fulfillment, before or at the Closing, of each of the following conditions (Buyer's Closing Conditions). Buyer's Closing Conditions are solely for Buyer's benefit and any or all of Buyer's Closing Conditions may be waived in writing by Buyer in whole or in part without prior notice.
- 8.1.1. Title. It is a Buyer's Closing Condition that, on the Closing Date, Seller convey to Buyer marketable fee simple title to the Properties by execution and delivery of a grant deed and that Buyer is able to obtain a title insurance policy at closing in a form acceptable to Buyer.
- 8.1.2. Buyer's ability to purchase the Properties is subject to County Approval of this Agreement and contingent upon compliance with all applicable laws and regulations governing such purchase, including

but not limited to Government Code section 25350, which requires the County to publish three times in a newspaper of general circulation within the County a notice of its intent to consummate the purchase, and Government Code section 65402(a), which requires County's receipt of a report from its planning agency determining that the location, purpose, and extent of the County's acquisition of the Properties conforms with the County General Plan.

- 8.2. Seller's Closing Conditions. Seller's obligation to sell the Properties is expressly conditioned on the fulfillment of each condition precedent at or before the Closing (Seller's Closing Conditions). Seller's Closing Conditions are solely for Seller's benefit and any of Seller's Closing Conditions may be waived in writing by Seller in whole or in part without prior notice.
- 8.2.1. City Approval. Seller's ability to sell the Properties is subject to the approval of this Agreement by the Board of Water and Power Commissioners of the City of Los Angeles and possible subsequent action and review by the Los Angeles City Council pursuant to the City Charter (hereinafter "City Approval"). Pursuant to *FSPP v. City of Los Angeles* (1998) 65 Cal. App. 4th 650, 661, and the laws of the State of California, Buyer realizes and acknowledges that it cannot rely upon the representations of anyone acting on behalf of, or claiming to act on behalf of Seller or as Seller's agent relating to the probability of the Agreement being approved and that this Transaction may or may not be consummated.
- 8.2.2. Record of Survey. Buyer is to monument the Properties and file the Record of Survey.
- 8.2.3. Purchase Price. Buyer must have delivered the Purchase Price to Escrow Holder.
- 8.2.4. Buyer's Representations, Warranties, and Covenants. The representations and warranties of Buyer in this Agreement must be true in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date. Buyer must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date.
- 8.3. Termination for Failure of a Closing Condition. This Transaction is structured as a completely voluntary transaction. If Buyer's Closing Conditions or Seller's Closing Conditions, as the case may be, have not been previously approved or waived, this Agreement may be terminated by the party in whose favor the Closing Condition runs by written notice to the other. If this Agreement is so terminated, the parties will have no further obligation or liability under this Agreement or right to specific performance, declaratory relief or money damages. Any cancellation fee, cost, or other

costs of the Escrow Holder or the Title Company resulting from this termination for failure of a closing condition will be equally borne by Buyer and Seller, unless satisfaction of the condition(s) is within the control of Buyer or Seller, in which case the party having had such control shall be solely responsible for any cancellation fee, cost, or other costs of the Escrow Holder or Title Company from the termination.

ARTICLE 9

9. **Closing**

- 9.1. **Escrow.** The Escrow will be opened with the Escrow Holder on the execution of this Agreement. Buyer and Seller will promptly execute such additional Escrow instructions, on the Escrow Holder's request, as are reasonably required to consummate the Transaction and are not inconsistent with this Agreement.
- 9.2. **Closing Date.** Seller and Buyer agree that the Closing will occur on the "Closing Date." The Closing Date will be a date mutually agreeable to Buyer and Seller, but no later than one hundred eighty (180) days after the Effective Date. The Closing will be at the offices of Escrow Holder or such other place as the parties may agree.
- 9.3. **Seller's Deposit of Documents and Funds.** Seller must deposit into Escrow the following documents duly executed by Seller:
 - 9.3.1. Deed: The duly executed and acknowledged Deed conveying the Properties to Buyer.
 - 9.3.2. Additional Documents: Such additional documents, including written Escrow instructions consistent with this Agreement, as may be necessary or desirable to convey the Properties in accordance with this Agreement.
- 9.4. **Buyer's Deposit of Documents and Funds.** Buyer must deposit into Escrow the following funds and documents duly executed by Buyer in form and substance reasonably satisfactory to Seller:
 - 9.4.1. Purchase Price: The Purchase Price in accordance with Article 3.
 - 9.4.2. Conveyance Documents: Such documents, including written Escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Properties in accordance with this Agreement.
- 9.5. **Closing Costs.** Closing costs will be allocated as follows:
 - 9.5.1. Escrow costs will be paid by Buyer; and
 - 9.5.2. Buyer will pay the cost of a title policy, if any.
- 9.6. **Broker's Commission; Indemnity.** Neither party has had any contact or

dealings regarding the Properties, or any communication in connection with the subject matter of this Transaction, through any licensed real estate broker or person who can claim a commission or finder's fee as a procuring cause of the sale contemplated in this Agreement. If any other broker or finder perfects a claim for a commission or finder's fee based on any contract, dealings, or communication with a party (Indemnifying Party), then the Indemnifying Party must indemnify, defend, and hold the other party (Non-indemnifying Party) harmless from all costs and expenses (including reasonable attorney fees and costs of defense) incurred by the Non-indemnifying Party in connection with such claim.

- 9.7. Possession. Seller will deliver exclusive right of possession of the Properties to Buyer on the Closing Date.

ARTICLE 10

10. Remedies for Default

- 10.1. WAIVER OF RIGHT TO SPECIFIC PERFORMANCE AND DAMAGES. NEITHER BUYER NOR SELLER WILL HAVE THE RIGHT TO SPECIFIC PERFORMANCE OR TO RECOVER DAMAGES IF THE OTHER PARTY FAILS TO CONVEY (OR TO PURCHASE) THE PROPERTIES IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, AND SUCH FAILURE CONSTITUTES A DEFAULT UNDER THIS AGREEMENT, NEITHER BUYER NOR SELLER WILL HAVE THE RIGHT TO RECEIVE ANY MONEY DAMAGES. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS SECTION 10.1 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials: _____

Buyer's Initials: _____

ARTICLE 11

11. General

- 11.1. Notices. Any notices relating to this Agreement must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service or five (5) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as follows:

If to Buyer:

Nathan Greenberg
Chief Administrative Officer
County of Inyo
1360 N. Main Street
Bishop, CA 93514

With copy to:

JohnCarl Vallejo
County Counsel
County of Inyo
P.O. Drawer Q
Independence, CA 93526

If to Seller:

Adam Perez
Manager of Aqueduct
City of Los Angeles Department of
Water and Power
300 Mandich Street
Bishop, CA 93514-3449

With copy to:

John Beanum
Deputy City Attorney
Los Angeles City Attorney's Office
Department of Water and Power Division
221 North Figueroa Plaza, Suite 1000
Los Angeles, CA 90012

Either party may change its address by written notice to the other given in the manner set forth above.

- 11.2. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the complete, exclusive, and final statement of the terms of the Agreement with respect to the Properties between Buyer and Seller and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties. The language in all parts of this Agreement will be construed as a whole in accordance with its fair meaning and without regard to California Civil Code §1654 or similar statutes. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 11.3. Amendments and Waivers. No addition to or modification of this Agreement will be effective unless it is made in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver will not be enforceable by another party unless it is made in writing and signed by the waiving party.
- 11.4. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this fact will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
- 11.5. No Merger. This Agreement, each provision of it, and all warranties and

representations in this Agreement will survive the delivery of the deed and the Closing and will not merge in any instrument conveying title to Buyer. All representations, warranties, agreements, and obligations of the parties will, despite any investigation made by any party to this Agreement, survive the delivery of the deed and the Closing, and the same will inure to the benefit of and be binding on the parties' respective successors and assigns.

- 11.6. References. Unless otherwise indicated, (a) all article and section references are to the articles and sections of this Agreement, and (b) except where otherwise stated, all references to days are to calendar days. Whenever, under the terms of this Agreement, the time for performance of a covenant or condition falls on a Saturday, Sunday, or California state holiday, such time for performance will be extended to the next Business Day. The headings used in this Agreement are provided for convenience only and this Agreement will be interpreted without reference to any headings.
- 11.7. Governing Law. This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles.
- 11.8. Exclusive Venue. All litigation arising out of or relating to this Agreement shall be brought in a State or Federal court in the County of Kern in the State of California. The parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.
- 11.9. Jointly Drafted by the Parties. Each of the parties hereto acknowledges that it had a full and fair opportunity to review and revise the terms of this Agreement and that this Agreement has been drafted jointly by all of the parties hereto. Accordingly, each of the parties hereto acknowledges and agrees that the terms of this Agreement shall not be construed against or in favor of another party.
- 11.10. Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.
- 11.11. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 11.12. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party to this Agreement or give any third person any right of subrogation or

action over against any party to this Agreement.

- 11.13. Interpretation. Throughout this Agreement, (a) the plural and singular numbers will each be considered to include the other; (b) the masculine, feminine, and neuter genders will each be considered to include the others; (c) “shall,” “will,” “must,” “agrees,” and “covenants” are each mandatory; (d) “may” is permissive; (e) “or” is not exclusive; and (f) “includes” and “including” are not limiting.
- 11.14. No Attorney’s Fees. Except as otherwise expressly set forth herein, in the event of any action to enforce this Agreement, the parties shall be responsible for their own costs, expenses, and attorney’s fees incurred.
- 11.15. No Consequential/Punitive Damages. In no event shall either party be liable to the other party under any provision of this Agreement for any indirect, incidental, punitive or consequential damages, losses, damages, costs or expenses including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole in or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a party may be liable to the other party under another agreement will not be considered to be indirect, incidental, punitive or consequential damages hereunder.
- 11.16. Independent Counsel. Each party was represented by legal counsel during the negotiation and execution of this Agreement. Each party shall be responsible for its own, respective, fees and expenses of legal counsel and consultants incurred as a result of this Agreement or the Transaction contemplated thereby.
- 11.17. Authority. Buyer and Seller agree that the persons executing this Agreement on their behalf have the authority and power to do so and to bind Buyer and Seller, respectively, in accordance with the provisions set forth herein.
- 11.18. Assignment. Buyer may not assign any of its rights under this Agreement.
- 11.19. No Joint Venture. Nothing herein contained shall be construed to create a joint venture or partnership or to create the relationship of principal and agent or of any association between the parties hereto.
- 11.20. Further Assurances. Each party hereto agrees to execute any and all documents and writings which may be necessary or expedient and do such other acts as will further the purposes hereof.

THIS AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS is entered into and accepted on the dates indicated by our signatures affixed hereto.

BUYER:

COUNTY OF INYO
A Political Subdivision of the
State of California

Date: _____

By: _____

Date: _____

By: _____

THIS AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS is entered into and accepted on the dates indicated by our signatures affixed hereto.

SELLER:

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES
BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this contract.

Date _____

By

JANISSE QUIÑONES
Chief Executive Officer and Chief Engineer

Date _____

And

CHANTE L. MITCHELL
Board Secretary

AUTHORIZED BY:

Resolution No. _____
Adopted _____

APPROVED BY COUNCIL ON:

TABLE OF EXHIBITS

Exhibit A	Legal Description of Parcel 1 – Bishop Sunland Landfill
Exhibit B	Legal Description of Parcel 2 – Independence Landfill
Exhibit C	Legal Description of Parcel 3 – Lone Pine Landfill
Exhibit D	Legal Description of Easement for Waterline Purposes – Independence
Exhibit E	Legal Description of Easement for Public Road Purposes – Lone Pine
Exhibit F	Buyer's Environmental Site Declaration and Disclosures Regarding Use

Exhibit A

**LEGAL DESCRIPTION
BISHOP-SUNLAND LANDFILL
INYO COUNTY**

Being all of that certain real property located within Section 19, Township 7 South, Range 33 East, Mount Diablo Base and Meridian, in the County of Inyo, State of California, and said real property being more particularly described as follows:

COMMENCING at the northwest corner of said Section 19, said corner being marked on the ground by a Brass Cap as shown on the Inyo County Surveyors Map No. CS-23, on file in the Office of the Inyo County Department of Public Works;

THENCE southerly along the west line of said Section 19, South $00^{\circ}10'19''$ East, 50.29 feet;
THENCE leaving said west line, North $89^{\circ}14'14''$ East, 30.00 feet to the TRUE POINT OF BEGINNING:

THENCE South $50^{\circ}46'39''$ East, 268.35 feet to an angle point;
THENCE South $06^{\circ}47'22''$ East, 237.76 feet to an angle point;
THENCE North $89^{\circ}14'14''$ East, 165.21 feet to an angle point;
THENCE North $00^{\circ}10'19''$ West, 30.00 feet to an angle point;
THENCE North $89^{\circ}14'14''$ East, 700.00 feet to an angle point;
THENCE North $00^{\circ}10'19''$ West, 378.91 feet to an angle point;
THENCE North $89^{\circ}14'14''$ East, 1365.80 feet to an angle point;
THENCE South $00^{\circ}10'19''$ East, 2563.87 feet to an angle point;
THENCE South $89^{\circ}14'14''$ West, 1405.80 feet to an angle point;
THENCE North $00^{\circ}10'19''$ West, 755.00 feet to an angle point;
THENCE South $89^{\circ}14'14''$ West, 1060.00 feet to an angle point, said point being distant North $89^{\circ}49'41''$ East, 30.00 feet, measured at right angles, from said west line;
THENCE North $00^{\circ}10'19''$ West, 1808.87 feet to the TRUE POINT OF BEGINNING.

CONTAINING 118.52 acres of land, more or less.

The Inyo County Surveyors Map no. CS-23, on file in the Office of the Inyo County Department of Public Works, was used as the Basis of Bearings for this legal description.



LEGAL DESCRIPTION PREPARED
UNDER THE SUPERVISION OF:

A handwritten signature in blue ink, appearing to read "A. Eder", written over a horizontal line.

Alan C. Eder, P.L.S. 8466

Exhibit B

**LEGAL DESCRIPTION
INDEPENDENCE LANDFILL
INYO COUNTY**

Being all of that certain real property located within Section 21, Township 13 South, Range 35 East, Mount Diablo Base and Meridian, in the County of Inyo, State of California, and said real property being more particularly described as follows:

COMMENCING at the north quarter corner of Section 20, Township 13 South, Range 35 East, Mount Diablo Base and Meridian, as shown on the map entitled "RECORD OF SURVEY NO 05-007", said map being recorded in Book 16 of Record of Survey Maps at Page 35 in the Office in the County Recorder in said County and State, also said corner being marked on the ground by a 2" iron pipe and spike;

THENCE easterly along the north line of said Section 20, North $89^{\circ}41'47''$ East, 2648.10 feet to the northeast corner of said Section 20, said corner also being the northwest corner of said Section 21

THENCE southerly along the east line of said Section 20, and also the west line of said Section 21, South $00^{\circ}16'23''$ East, 2634.83 feet to a found spike and tin, per Los Angeles Department of Water and Power Surveyors Field Book 1226-48, accepted as the east one-quarter corner of said Section 20, said corner also being the west one-quarter corner of said Section 21;

THENCE leaving said east and said west line, South $85^{\circ}26'22''$ East, 1315.53 feet to the northwesterly corner of the Inyo County Landfill, Independence, said corner being the TRUE POINT OF BEGINNING:

THENCE South $89^{\circ}32'04''$ East, 921.31 feet to an angle point;

THENCE North $00^{\circ}26'32''$ West, 152.94 feet to an angle point;

THENCE North $89^{\circ}33'28''$ East, 918.94 feet to an angle point, said point being the northeast corner of said Inyo County Landfill;

THENCE South $00^{\circ}20'47''$ West, 1322.41 feet, to an angle point, said point being the southeast corner of said Inyo County Landfill;

THENCE North $89^{\circ}42'45''$ West, 1995.66 feet to an angle point, said point being the southwest corner of said Inyo County Landfill;

THENCE North $00^{\circ}17'15''$ East, 329.01 feet to an angle point;

THENCE South $89^{\circ}05'47''$ East, 153.73 feet to an angle point;

THENCE North $00^{\circ}38'12''$ East, 160.75 feet to an angle point;

THENCE North $39^{\circ}49'22''$ East, 58.19 feet to an angle point;

Exhibit B

THENCE South $57^{\circ}45'44''$ East, 310.14 feet to an angle point;
THENCE North $59^{\circ}47'52''$ East, 114.77 feet to an angle point;
THENCE North $02^{\circ}29'34''$ West, 245.90 feet to an angle point;
THENCE North $21^{\circ}13'37''$ West, 132.83 feet to an angle point;
THENCE North $79^{\circ}17'39''$ West, 341.84 feet to an angle point;
THENCE North $00^{\circ}38'12''$ East, 302.55 feet to the TRUE POINT OF
BEGINNING.

CONTAINING 50.13 acres of land, more or less.

The map entitled "Record of Survey No. 05-007" recorded in Book 16 of Record of Survey Maps, at Page 35 was used as the Basis of Bearings for this legal description.



LEGAL DESCRIPTION PREPARED
UNDER THE SUPERVISION OF:

A handwritten signature in blue ink, appearing to read "A. Eder", written over a horizontal line.

Alan C. Eder, P.L.S. 8466

Exhibit C

**LEGAL DESCRIPTION
LONE PINE LANDFILL
INYO COUNTY**

Being all of that certain real property located within Section 26 and Section 35, Township 15 South, Range 36 East, Mount Diablo Base and Meridian, in the County of Inyo, State of California, and said real property being more particularly described as follows:

COMMENCING at the west quarter corner of said Section 35, said corner being marked on the ground by a nail and tag as shown on the map entitled "RECORD OF SURVEY", said map being recorded in Book 12 of Record of Survey Maps at Pages 1 and 2, in the Office in the County Recorder in said County and State;
THENCE northerly along the west line of said Section 35, North $00^{\circ}44'10''$ West, 2644.32 feet to the northwest corner of said Section 35;
THENCE easterly along the north line of said Section 35, South $89^{\circ}28'36''$ East, 564.00 feet to the TRUE POINT OF BEGINNING:

THENCE leaving said north line, North $00^{\circ}31'24''$ East, 994.01 feet to an angle point;
THENCE South $89^{\circ}28'36''$ East, 1437.85 feet to an angle point;
THENCE South $11^{\circ}28'46''$ East, 433.55 feet to an angle point;
THENCE South $00^{\circ}31'24''$ West, 1315.48 feet to an angle point;
THENCE North $89^{\circ}28'36''$ West, 1528.01 feet to an angle point;
THENCE North $00^{\circ}31'24''$ East, 745.54 feet to the TRUE POINT OF BEGINNING.

CONTAINING 60.58 acres of land, more or less.

The map entitled "Record of Survey" recorded in Book 12 of Record of Survey Maps, at Page 1 and 2 was used as the Basis of Bearings for this legal description.



LEGAL DESCRIPTION PREPARED
UNDER THE SUPERVISION OF:

A handwritten signature in blue ink, appearing to read "Alan C. Eder", written over a horizontal line.

Alan C. Eder, P.L.S. 8466

Exhibit D

LEGAL DESCRIPTION

WATERLINE EASEMENT INDEPENDENCE

BEING a six (6.00) foot wide easement for waterline purposes over, under, upon and across a portion of that certain real property located in the unincorporated territory of Inyo County, State of California, said real property being further described as Lots 28 and 29 as shown on the map entitled "OWENS VALLEY IMPROVEMENT CO. SUBDIVISION OF THE ROBINSON RANCH", recorded in Book 1 of Record of Survey Maps at Page 44, and also that certain real property shown as "NEW PARCEL B", described in "CERTIFICATE OF COMPLIANCE NO. 250/LADWP", recorded as Document No. 2008-0001314-00 of Official Records, in the Office of the County Recorder of said County, and also those portions of real Property located in Sections 20 and 21, Township 13 South, Range 35 East, in said County and State, and finally said easement being further described as lying three (3.00) feet on each side of the following described centerline:

COMMENCING at the north one-quarter corner of said Section 20, said corner being marked by a 2" iron pipe and spike as shown on the map entitled "RECORD OF SURVEY NO 05-007", recorded in Book 16 of Record of Survey Maps at Page 35 in the Office of said County Recorder;

THENCE easterly along the north line of said Section 20 North 89°41'47" East, 247.93 feet;

THENCE leaving said north line, North 00°18'13" West, 0.51 feet to the centerline intersection of Mazourka Canyon Road (60 feet wide) with Crockett Street (80 feet wide) as shown on said Record of Survey Map;

THENCE along the centerline of said Mazourka Canyon Road, North 89°42'31" East, 937.04 feet to a point hereinafter referred to as "POINT A" and further said Point A being the TRUE POINT OF BEGINNING;

THENCE leaving said centerline North 35°11'27" West, 36.58 feet to the intersection point with the north right of way line of said Mazourka Canyon Road as shown on said Record of Survey Map, said point also being the beginning point of a tangent curve, concave southwesterly and having a radius of 1500.00;

THENCE leaving said north right of way line, along said curve through a central angle of 11°30'59", an arc length of 301.50 feet;

THENCE tangent to said curve, North 46°42'25" West, 92.16 feet to the beginning of a tangent curve, concave northeasterly and having a radius of 1000.00 feet;

THENCE along said curve through a central angle of 04°08'51", an arc length of 72.39 feet;

THENCE tangent to said curve, North 42°33'35" West, 261.95 feet to the beginning point of a tangent curve, concave southwesterly and having a radius of 550.00 feet,

THENCE along said curve through a central angle of 13°01'45", an arc length of 125.07 feet to the beginning point of a tangent reverse curve, concave northeasterly and having a radius of 600.00 feet, a radial line to said point bears South 34°24'40" West;

Exhibit D

THENCE along said reverse curve through a central angle of $23^{\circ}07'30''$, an arc length of 242.17 feet to the beginning point of a tangent reverse curve, concave southwesterly and having a radius of 390.00 feet, a radial line to said point bears North $57^{\circ}32'11''$ East;
THENCE along said reverse curve through a central angle of $23^{\circ}24'35''$, an arc length of 159.35 feet;

THENCE tangent to said reverse curve, North $55^{\circ}52'24''$ West, 160.01 feet to an angle point;

THENCE North $34^{\circ}07'36''$ East, 44.48 feet, plus or minus, to the intersection point of an existing water supply line, and said centerline there terminating.

TOGETHER WITH a six (6.00) foot wide easement for waterline purposes over, under, upon and across a portion of said real property described as lying three (3.00) feet on each side of the following described centerline:

BEGINNING at said "Point A ";

THENCE South $35^{\circ}11'27''$ East, 24.62 feet to an angle point;

THENCE North $89^{\circ}42'52''$ East 902.14 feet;

THENCE North $89^{\circ}38'59''$ East 546.90 feet to an intersection point with the section line common to said Sections 20 and 21, said point being distant South $00^{\circ}16'23''$ East, 19.72 feet from the section corner common to said Sections 20 and 21;

THENCE continuing North $89^{\circ}38'59''$ East, 427.92 feet;

THENCE North $89^{\circ}43'28''$ East, 908.12 feet;

THENCE North $89^{\circ}16'15''$ East, 47.01 feet to an angle point;

THENCE South $00^{\circ}43'45''$ East, 25.47 feet to an angle point;

THENCE South $13^{\circ}39'16''$ East, 146.69 feet to the beginning point of a tangent curve, concave northeasterly and having a radius of 291.00 feet;

THENCE along said curve through a central angle of $23^{\circ}05'49''$, an arc length of 117.31 feet;

THENCE tangent to said curve, South $36^{\circ}45'05''$ East, 1702.94 feet to the beginning point of a tangent curve, concave northeasterly and having a radius of 491.00 feet;

THENCE along said curve through a central angle of $10^{\circ}42'52''$, an arc length of 91.82 feet;

THENCE tangent to said curve, South $47^{\circ}27'57''$ East, 80.55 feet to the beginning point of a tangent curve, concave southwesterly and having a radius of 144.00 feet;

THENCE along said curve, through a central angle of $62^{\circ}16'44''$, an arc length of 156.52 feet;

THENCE tangent to said curve, South $14^{\circ}48'47''$ West, 116.77 feet to the beginning point of a tangent curve, concave Southeasterly and having a radius of 191.00 feet;

THENCE along said curve, through a central angle of $13^{\circ}08'26''$, an arc length of 43.81 feet;

THENCE tangent to said curve, South $01^{\circ}40'21''$ West, 111.01 feet to the beginning point of a tangent curve concave westerly and having a radius of 209.00 feet;

THENCE along said curve through a central angle of $22^{\circ}23'26''$, an arc length of 81.68 feet;

THENCE tangent to said curve, South $24^{\circ}03'47''$ West, 80.28 feet to the beginning point of a tangent curve, concave southeasterly and having a radius of 391.00 feet;

THENCE along said curve through a central angle of $17^{\circ}41'16''$, an arc length of 120.71 feet to the beginning point of a tangent reverse curve having a radius of 179.00 feet, a radial line to said point bears South $83^{\circ}37'28''$ East;

Exhibit D

THENCE along said reverse curve through a central angle of $58^{\circ}02'24''$, an arc length of 181.33 feet to the intersection point with the north line of the Inyo County Landfill, said point bears North $89^{\circ}33'28''$ East, distant 182.99 feet from the northerly angle point in said north line, and said centerline there terminating.

The sidelines of said 6.00 foot wide easement are to be lengthened or shortened as to intersect with said north line of the Inyo County Landfill at the south and intersect at 90 degrees with its terminus at the north.

CONTAINING 44,456 square feet of land, more or less.

The above-described easement is shown on the following Exhibit B and by reference hereto made a part hereof.

The map entitled "RECORD OF SURVEY NO. 05-007", recorded in Book 16 of Record of Survey Maps at Page 35, was used as the Basis of Bearings for this legal description.



Legal Description Prepared
Under the Supervision of

A handwritten signature in blue ink, appearing to read "Alan C. Eder", written over a horizontal line.

Alan C. Eder, PLS 8466

Exhibit E

**LEGAL DESCRIPTION
SUB STATION ROAD LONE PINE
INYO COUNTY**

Being a fifty (50) foot wide strip and a forty (40) foot wide strip of land located within Section 26 and Section 27, Township 15 South, Range 36 East, Mount Diablo Base and Meridian, in the County of Inyo, State of California, and said strips being more particularly described as follows:

50-Foot-Wide-Strip

The 50-foot-wide-strip of land is described as being located 25 feet on each side of the following described centerline:

COMMENCING at the B.L.M. brass cap marking the one-quarter corner between said Sections 27 and 28;

THENCE easterly along the center section line of said Section 27, South $89^{\circ}46'48''$ East, 427.38 feet;

THENCE leaving said center section line, North $00^{\circ}15'12''$ East, 3.37 feet to the southeast corner of the Lakeview Subdivision as shown on the map entitled "LAKEVIEW ADDITION TO THE TOWN OF LONE PINE", recorded in Book 1 of Record of Surveys at Page 64 in the Office of the County Recorder in said County and State;

THENCE along the east line of said Subdivision, North $00^{\circ}15'12''$ East, 21.63 feet to the TRUE POINT OF BEGINNING;

THENCE South $89^{\circ}54'22''$ East, 4316.98 feet to a point hereinafter referred to as "Point A", and said centerline there terminating.

40-Foot-Wide-Strip

The 40-Foot-Wide Strip of land is described as being located 20 feet on each side of the following described centerline:

BEGINNING at the point herein referred to as "Point A";

Thence South $00^{\circ}02'47''$ West, 1538.26 feet to the beginning point of a tangent curve, concave northeasterly and having a radius of 90.00 feet;

THENCE along said curve through a central angle of $87^{\circ}20'49''$, an arc length of 137.20 feet;

THENCE tangent to said curve, South $87^{\circ}18'02''$ East 401.46 feet to the point of intersection with the section line common to said Section 27 and Section 26, said point being distant North $00^{\circ}32'39''$ East, 1027.89 feet from the southeast corner of said Section 27, said corner also being the southwest corner of said Section 26;

Exhibit E

THENCE continuing South $87^{\circ}18'02''$ East, 611.72 feet to the beginning point of a tangent curve, concave southerly and having a radius of 460.00 feet;
THENCE along said curve through a central angel of $10^{\circ}22'43''$, an arc length of 83.33 feet to the point of intersection with the north line of the Inyo County Landfill, said point being distant South $89^{\circ}28'36''$ East, 129.73 feet from the northwest corner of said Landfill, and said centerline there terminating.

The side lines of said 50-foot-wide-strip shall terminate on the west at the east line of said Lakeview Subdivision. The easterly termination of the north line of said 50-foot-wide-strip shall be at its easterly prolongation with the northerly prolongation of the east line of said 40-foot-wide strip. The easterly termination of the south line of said 50-foot-wide-strip shall be at the point if intersection with the west line of said 40-foot-wide-strip.

The side lines of said 40-foot-wide-strip shall terminate on the north at the intersection with the south line of said 50-foot-wide-strip with the west line of said 40-foot-wide-strip and at the intersection of the easterly prolongation of the north line of said 50-foot-wide-strip with the northerly prolongation of the east line of said 40-foot-wide-strip. The side lines of said 40-foot-wide-strip shall terminate on the east at the points intersection with the north line and the west line of said Inyo County Landfill.

CONTAINING 7.48 acres of land, more or less.

The map entitled "Record of Survey" recorded in Book 12 of Record of Survey Maps, at Page 1 and 2 was used as the Basis of Bearings for this legal description.



LEGAL DESCRIPTION PREPARED
UNDER THE SUPERVISION OF:

A handwritten signature in blue ink, appearing to read "A. Eder", written over a horizontal line.

Alan C. Eder, P.L.S. 8466

Exhibit F

Buyer's Environmental Site Declaration and Disclosures Regarding Use

1. I, Fred Aubrey, hereby declare and attest, to the best of my knowledge and belief, to the following:
2. I am the Assistant Public Works Director for the County of Inyo ("County"). I have been responsible for managing and supervising Inyo County's landfill operations since 2017.
3. As Assistant Public Works Director, I am familiar with the current operation of the Bishop Sunland, Independence, and Lone Pine Landfills (the "Landfills") and with their operation over the prior approximately 48, 71, and 69 years respectively. I have also reviewed the following records in the possession of the County pertaining to the Landfills including, without limitation, permits, waste discharge requirements, daily logs, photographs, inspection reports, groundwater monitoring reports, Joint Technical Documents, Reports of Disposal Site Information, Reports of Waste Discharge, Preliminary Closure and Post-Closure Maintenance Plans, and leases for the properties on which the landfills are located. This declaration constitutes a complete disclosure of existing or potential environmental hazards and contamination pertaining to the Landfills, the properties on which they are located, and the water that flows on or under such properties, known to me based on my first-hand knowledge and my review of the foregoing records. I also warrant and declare that I am authorized to sign this declaration on behalf of the County.
4. The Bishop Sunland Landfill is located at 110 Sunland Reservation Road, in the County of Inyo, State of California and is identified as a portion of Assessor's Parcel Number 013-020-07.
5. The Independence Landfill is located at 500 Dump Road, in the County of Inyo, State of California and is identified as a portion of Assessor's Parcel Number 22-140-07.
6. The Lone Pine Landfill is located at 450 Substation Road, in the County of Inyo, State of California and is identified as portions of Assessor's Parcel Numbers 26-060-05, and 26-060-12. The properties on which the Landfills are located are collectively hereinafter referred to as the "Properties."
7. Available records indicate that the County has continually operated the Bishop Sunland Landfill since at least July 1975. The initial lease, Lease BL-479, granted by the Los Angeles Department of Water and Power ("LADWP") for a 71.13 acre landfill site. This Lease was replaced by Lease BL-1284 in July 2004 for 118.53 acres. A new Lease BL-1284 was approved in March 2017.
8. Available records indicate that the County has continually operated the Independence Landfill since October 1952. The initial lease, Lease No. 8642, granted by LADWP was for an approximately 20-acre landfill site. This Lease was replaced by Lease BL-1385 in July 2004 for 88.82 acres.

Exhibit F

9. Available records indicate that the County has operated Lone Pine Landfill since 1954, and has used the property for waste management purposes since at least 1942. LADWP issued a letter of permission to the County dated January 1, 1942, to use the property. LADWP granted a lease, Lease No. 8825, to the County for an approximately 20-acre landfill site in January 1954. This Lease was replaced by Lease BL-1387 in July 2004 for 60.57 acres.
10. The leases issued by LADWP for the Properties all reflect that the Properties are and have been used by the County for waste management purposes. To my knowledge, this has been the historic use on the Properties and there have been no other uses of the Properties. To my knowledge, the County has used the Properties in accordance with the terms of the Leases for their respective applicable time periods and any holdover periods.
11. To my knowledge, the County has not used or knowingly allowed any illegal use of hazardous substances on the Properties.
12. The only current violations relating to the Landfills known to me are those listed in Exhibit 1 attached hereto and incorporated herein.
13. The hazardous wastes at the Landfills are limited to a small amount of hazardous wastes including waste oil, antifreeze, spent oil filters, and household hazardous waste. E-wastes, including televisions, computer monitors, other electronic devices, which contain a cathode ray tube (CRT), and printers; and U-wastes, including all batteries, fluorescent lamps and tubes, items containing mercury: thermostats, thermometers, switches. These are contained in bins, containers, and lockers until transported offsite.
14. The County currently has all the necessary and applicable insurance as detailed in its leases and provided to LADWP, and as required by any applicable federal, state, and local laws and regulations.
15. There are no records of complaints relating to the Properties known to me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20____, at _____,
California.

Fred Aubrey
Public Works Deputy Director-Solid Waste

Exhibit 1

9/6/24, 10:27 AM

California Integrated Water Quality System (CIWQS) - Printer Friendly View

Facility At-A-Glance Report

SEARCH CRITERIA:

Place ID 209663



General Information

Region	Place ID	Place Name	Place Type	Place Address	Place County
6B	209663	Bishop(Sunland)Class III LF	Land fill	110 Sunland Reservation Bishop, CA, 93514	Inyo



Related Parties

Party	Party Type	Party Name	Role	Classification	Relationship Start Date	Relationship End Date
552757	Person	Jeffrey Fitzsimmons	Case Worker		08/26/2020	04/09/2022
21844	Organization	Inyo Cnty IWM	Owner	County Agency	04/09/1981	

Total Related Parties: 2



Regulatory Measures

Reg Measure ID	Reg Measure Type	Region	Program	Order No.	WDID	Effective Date	Expiration Date	Status	Amended?
164713	Unregulated	6V	SWATS		6B140300002			Historical	N
439771	Co-Permittee	SB	SLIC	2019-0006-DWQ	6B140300002	03/20/2019		Active	N
148395	WDR	6V	LFOPER	01-034	6B140300002	06/13/2001	06/13/2025	Active	N
146813	WDR	6V	LNDISP	95-067	6B140300002	06/08/1995	06/08/2000	Historical	Y
146194	WDR	6V	LNDISP	93-10013	6B140300002	09/09/1993	09/09/1996	Historical	N
146141	WDR	6V	LNDISP	92-008	6B140300002	02/13/1992	09/09/1993	Historical	N
146090	WDR	6V	LNDISP	86-062	6B140300002	05/15/1986	05/15/1989	Historical	N
147921	WDR	6V	LNDISP	81-032	6B140300002	04/09/1981	04/09/1984	Historical	N

Total Reg Measures: 8



Violations

Violation ID	Occurred Date	Violation Type	(-) Violation Description	Corrective Action	Status	Classification	Source
1125983	04/03/2024	Order Conditions	Violation of Board Order 6-01-34, Section I.B.1, Section II.A.7, Section II.A.4, Section II.E.1	Discharger required to fix the violations by May 6th, 2024.	Violation	B	Inspection
1125985	04/03/2024	Order Conditions	Violation of Board Order 6-01-34, Standard Provisions 2.b - Pursuant to California Water Code Section 13260(c), any proposed material change in the character of the waste, manner or method of treatment or disposal, increase of discharge, or location of discharge, shall be reported to the Regional Board at least 120 days in advance of implementation of any such proposal. This shall include, but not limited to, all significant soil disturbances. Documentation of the proposed acceptance of other facilities septage sludge should have been provided to the Water Board at least 120 prior to acceptance.	Discharger did not notify Water Board of accepting septage sludge from outside facility. Violation notification provided in inspection report.	Violation	B	Inspection
1126170	01/30/2024	Deficient Reporting	(1) Reporting of pond freeboard, liner thickness verification, and saturation measurements was not included in the monitoring report or a separate report. Violates Staff Letter sent out 10/24/23 "Comments on the Septage and Septage Sludge Revised Sampling and Analysis Plan..." (2) Paint filter testing to determine free liquids in contaminated soil accepted for treatment was not reported to the RWQCB in the monitoring report or a separate report. Violates Staff Letter sent out 10/24/23 "Comments on the Landfarm Revised Sampling and Analysis Plan..."	Water Board Staff Issued a letter requiring the submittal of a work plan for the investigation of the Septage Ponds dated 2/21/2024; Verbal notification of paint filter test	Violation	B	Report

Exhibit 1

9/6/24, 10:27 AM

California Integrated Water Quality System (CIWQS) - Printer Friendly View

					requirements for landfarm.			
1126166	08/15/2023	GWAT	(1) Exceeded Practical Quantitation Limit of 1,1-Dichloroethane, Dichlorodifluoromethane, Methylene chloride, Tetrachloroethene, Trichloroethene (TCE), and Trichlorofluoromethane during the 2023 Semi-annual 2nd Half monitoring Period. Violates Board Order R6V-01-0034 MRP I.A.b.ii. (2) Exceeded Intra-Well Control Limits of Chloride, Nitrogen, Nitrate (as N), Sulfate, and Total Dissolved Solids during the 2023 Semi-annual 2nd Half monitoring period. Violates Board Order R6V-01-0034 MRP III.B.	Water Board staff is working with the discharger to evaluate effectiveness of Corrective Action activities.	Violation	B	Report	
1126165	02/21/2023	GWAT	(1) Exceeded Practical Quantitation Limit of 1,1-Dichloroethane, cis-1,2-Dichloroethene, Dichlorodifluoromethane, Methylene chloride, Tetrachloroethene (PCE), Trichloroethene (TCE), and Trichlorofluoromethane during the 2023 Semi-annual 1st Half monitoring Period. Violates Board Order R6V-01-0034 MRP I.A.b.ii. (2) Exceeded Intra-Well Control Limits of Chloride, Nitrate as N and Total Dissolved Solids during the 2023 Semi-annual 1st Half monitoring period. Violates Board Order R6V-01-0034 MRP III.B.	Water Board staff is working with the discharger to evaluate effectiveness of Corrective Action activities.	Violation	B	Report	
1114704	12/15/2022	Order Conditions	(1) Treated soil samples exceeded the limit of Total petroleum hydrocarbons Measures as diesel during the 2022 Semi-annual 2nd Half monitoring period. Violates Board Order R6V-01-0034 WDR I.C.1. (2) If soil sampled has contaminants at 12-inch depth, then a sample at 2-foot should be taken. The additional soil samples at 2-foot depth were not collected and analyzed during the 2022 2nd half monitoring period. Violates Board Order R6V-01-0034 WDR II.C.4 and the Sampling and Analysis Plan	Water Board staff is working with the discharger to evaluate effectiveness of Corrective Action activities.	Violation	B	Report	
1114692	09/07/2022	GWAT	(1) Exceeded MCL of Nitrate and Tetrachloroethene (PCE) during the 2022 Semi-annual 2nd Half monitoring period. Violates Board Order R6V-01-0034 WDR I.A.2. b. (2) Exceeded Practical Quantitation Limit (0.5 ug/L) of 1,1-Dichloroethane, cis-1,2-Dichloroethene, Dichlorodifluoromethane, Methylene chloride, Tetrachloroethene (PCE), Trichloroethene (TCE), and Trichlorofluoromethane during the 2022 Semi-annual 2nd Half monitoring Period. Violates Board Order R6V-01-0034 MRP I.A.b.ii. (3) Exceeded Intra-Well Control Limits of Chloride, Nitrate as N and Total Dissolved Solids during the 2022 Semi-annual 2nd Half monitoring period. Violates Board Order R6V-01-0034 MRP III.B.	Water Board staff is working with the discharger to evaluate effectiveness of Corrective Action activities.	Violation	B	Report	
1114625	05/16/2022	Order Conditions	(1) Treated soil samples exceeded the limit of Total petroleum hydrocarbons Measures as diesel during the 2022 Semi-annual 1st Half monitoring period. Violates Board Order R6V-01-0034 WDR I.C.1.; (2) If soil sampled has contaminants at 12-inch depth, then a sample at 2-foot should be taken. The additional soil samples at 2-foot depth were not collected and analyzed during the 2022 1st half monitoring period. Violates Board Order R6V-01-0034 WDR II.C.4 and the Sampling and Analysis Plan	Water Board staff is working with the discharger to evaluate effectiveness of Corrective Action activities.	Violation	B	Report	
1114624	02/28/2022	GWAT	(1) Exceeded MCL of Nitrate as N and Tetrachloroethene (PCE) during the 2022 Semi-annual 1st Half monitoring period. Violates Board Order R6V-01-0034 WDR I.A.2. b.; (2) Exceeded Practical Quantitation Limit (0.5 ug/L) of 1,1-Dichloroethane, cis-1,2-Dichloroethene, Dichlorodifluoromethane, Methylene chloride, Tetrachloroethene (PCE), Trichloroethene (TCE), and Trichlorofluoromethane during the 2022 Semi-annual 1st Half monitoring Period. Violates Board Order R6V-01-0034 MRP I.A.b.ii.; (3) Exceeded Intra-Well Control Limits of Chloride,	Water Board staff is working with the discharger to evaluate effectiveness of Corrective Action activities.	Violation	B	Report	

Exhibit 1

9/6/24, 10:27 AM

California Integrated Water Quality System (CIWQS) - Printer Friendly View

			Nitrate as N, and Total Dissolved Solids during the 2022 Semi-annual 1st Half monitoring period. Violates Board Order R6V-01-0034 MRP III.B.				
1114622	11/16/2021	Order Conditions	(1) Treated soil samples exceeded the limit of Total petroleum hydrocarbons Measures as diesel during the 2021 Semi-annual 2nd Half monitoring period. Violates Board Order R6V-01-0034 WDR I.C.1.; (2) If soil sampled has contaminants at 12-inch depth, then a sample at 2-foot should be taken. The additional soil samples at 2-foot depth were not collected and analyzed during the 2021 2nd half monitoring period. Violates Board Order R6V-01-0034 WDR II.C.4 and the Sampling and Analysis Plan; (3) 150 cubic yards of treated soil was moved to the landfill for cover. Lab results that show the soil is below concentration limits was not provided in the 2021 2nd Half monitoring report. Violates Board Order R6V-01-0034 WDR I.C.1.; (4) Pond liner should be replaced before liquids migrate through 75% of the clay liner. Pond liner liquid migration not verified during the 2021 2nd half monitoring period. Violates Board Order R6V-01-003 WDR Finding 7. Description of Ponds; (5) The pond liner was not replaced during the sludge removal event of the 2021 2nd half monitoring period. Violates Board Order WDR I.E.5.	Water Board staff is working with the discharger to evaluate effectiveness of Corrective Action activities.	Violation	B	Report
1114621	08/31/2021	GWAT	(1) Exceeded MCL of Nitrate as N and Tetrachloroethene (PCE) during the 2021 Semi-annual 2nd Half monitoring period. Violates Board Order R6V-01-0034 WDR I.A.2. b. (2) Exceeded Practical Quantitation Limit (0.5 ug/L) of 1,1-Dichloroethane, Dichlorodifluoromethane, Methylene chloride, Tetrachloroethene (PCE), Trichloroethene (TCE), and Trichlorofluoromethane during the 2021 Semi-annual 1st Half monitoring period. Violates Board Order R6V-01-0034 MRP I.A.b.ii. (3) Exceeded Intra-Well Control Limits of Nitrate as N and Total Dissolved Solids during the 2021 Semi-annual 2nd Half monitoring period. Violates Board Order R6V-01-0034 MRP III.B.	Water Board staff is working with the discharger to evaluate effectiveness of Corrective Action activities.	Violation	B	Report
1114619	06/25/2021	Order Conditions	(1) Treated soil samples exceeded the limit of Total petroleum hydrocarbons Measures as diesel and gasoline during the 2021 Semi-annual 1st Half monitoring period. Violates Board Order R6V-01-0034 WDR I.C.1. (2) If soil sampled has contaminants at 12-inch depth, then a sample at 2-foot should be taken. The additional soil samples at 2-foot depth were not collected and analyzed during the 2021 1st half monitoring period. Violates Board Order R6V-01-0034 WDR II.C.4 and the Sampling and Analysis Plan.	Water Board staff is working with the discharger to evaluate effectiveness of Corrective Action activities.	Violation	B	Report
1114618	02/23/2021	GWAT	(1) Exceeded MCL of Nitrate as N and Tetrachloroethene (PCE) during the 2021 Semi-annual 1st Half monitoring period. Violates Board Order R6V-01-0034 WDR I.A.2. b. (2) Exceeded Practical Quantitation Limit (0.5 ug/L) of 1,1-Dichloroethane, Dichlorodifluoromethane, Methylene chloride, Tetrachloroethene (PCE), Trichloroethene (TCE), and Trichlorofluoromethane during the 2021 Semi-annual 1st Half monitoring Period. Violates Board Order R6V-01-0034 MRP I.A.b.ii. (3) Exceeded Intra-Well Control Limits of Chloride, Nitrate as N, and Total Dissolved Solids during the 2021 Semi-annual 1st Half monitoring period. Violates Board Order R6V-01-0034 MRP III.B.	Water Board staff is working with the discharger to evaluate effectiveness of Corrective Action activities.	Violation	B	Report
1114514	12/01/2020	Order Conditions	(1) Treated soil samples exceeded the limit of Total petroleum hydrocarbons Measures as diesel during the 2020 Semi-annual 2nd half monitoring period. Violates Board Order R6V-01-0034 WDR I.C.1. (2) If soil sampled has contaminants at 12-inch depth, then a sample at 2-foot depth should be taken. The additional	Water Board staff is working with the discharger to evaluate effectiveness of	Violation	B	Report

Exhibit 1

9/6/24, 10:27 AM

California Integrated Water Quality System (CIWQS) - Printer Friendly View

1114512	08/27/2020	GWAT	soil samples at 2-foot depth were not collected and analyzed during the 2020 2nd half monitoring period. Violates Board Order R6V-01-0034 WDR II.C.4 and SAP.	Corrective Action activities.			
			(1) Exceeded MCL of Nitrate as N and Tetrachloroethene (PCE) during the 2020 Semi-annual 2nd Half monitoring period. Violates Board Order R6V-01-0034 WDR I.A.2.	Water Board staff is working with the discharger to evaluate effectiveness of Corrective Action activities.	Violation	B	Report
			b. (2) Exceeded Practical Quantitation Limit (0.5 ug/L) of 1,1-Dichloroethane, Dichlorodifluoromethane, Methylene chloride, Tetrachloroethene (PCE), Trichloroethene (TCE), and Trichlorofluoromethane during the 2020 Semi-annual 2nd Half monitoring Period. Violates Board Order R6V-01-0034 MRP I.A.b.ii. (3) Exceeded Intra-Well Control Limits of Chloride, Nitrate as N, and Total Dissolved Solids during the 2020 Semi-annual 2nd Half monitoring period. Violates Board Order R6V-01-0034 MRP III.B.				
1078497	05/26/2020	GWAT	(1) Exceeded Practical Quantitation Limit (0.5 ug/L): 1,1-Dichloroethane, Dichlorodifluoromethane, Tetrachloroethene, Trichloroethene (TCE), and Trichlorofluoromethane during the 2020 Semi-annual 1st Half monitoring Period. Violates Board Order 6-01-34 MRP I.A.b.ii. (2) Exceeded the Primary MCL of Nitrate and Total Dissolved Solids during the 2020 Semi-annual 1st Half monitoring Period. Violates Board Order 6-01-34 WDR I.A.2. b.	Water Board staff is working with the discharger to evaluate effectiveness of Corrective Action activities.	Violation	B	Report
			(1) Exceeded the Primary MCL of Arsenic and Nitrate during the 2019 Semi-annual 2nd Half monitoring Period. Violates Board Order 6-01-34 WDR I.A.2.b. (2) Exceeded Practical Quantitation Limit (0.5 ug/L): 1,1-Dichloroethane, Dichlorodifluoromethane, Tetrachloroethene, Trichloroethene (TCE), and Trichlorofluoromethane during the 2019 Semi-annual 2nd Half monitoring Period. Violates Board Order 6-01-34 MRP I.A.b.ii.	Water Board staff is working with the discharger to evaluate effectiveness of Corrective Action activities.	Violation	B	Report

Report displays most recent five years of violations. Refer to the [Interactive Violation Report](#) for more data.

Total Violations: 17

Priority Violations: 0

*Click the "(+/-) Violation Description" link to expand and contract the violation description.

*As of 5/20/2010, the Water Board's Enforcement Policy requires that all violations be classified as 1, 2 or 3, with class 1 being the highest. Prior to this, violations were simply classified as Yes or No. If a 123 classification has been assigned to a violation that occurred before this date, that classification data will be displayed instead of the Yes/No data.

Violation Types

Deficient Reporting = Deficient Reporting

GWAT = Groundwater

Order Conditions = Order Conditions



Enforcement Actions

Enf Id	Enf Type	Enf Order No.	Effective Date	Status
456802	Oral Communication	null	05/06/2024	Historical
456572	Oral Communication		04/03/2024	Historical
456569	Oral Communication		04/03/2024	Active
457147	Staff Enforcement Letter		02/21/2024	Active
452297	Staff Enforcement Letter	null	03/08/2023	Active
395242	Oral Communication		03/06/2014	Historical
380089	Notice of Violation	null	07/01/2011	Active
243574	Oral Communication		01/21/2000	Historical

Total Enf Actions: 8



Inspections

Inspection ID	Inspection Type	Lead Inspector	Actual End Date	Planned	Violations	Attachment
55459112	B Type compliance inspection	Ashley Taylor	04/03/2024	N	2	Download
52168500	B Type compliance inspection	Ashley Taylor	06/21/2023	N	0	Download
47025556	B Type compliance inspection	Jeffrey Fitzsimmons	02/10/2022	N	0	Download
39547235	B Type compliance inspection	Tiffany Steinert	12/12/2019	N	0	N/A

Exhibit 1

9/6/24, 10:27 AM

California Integrated Water Quality System (CIWQS) - Printer Friendly View

36259993	B Type compliance inspection	Thomas Edward Browne	01/29/2019	N	0	N/A
33085782	B Type compliance inspection	Thomas Edward Browne	06/20/2018	Y	0	N/A
28915985	B Type compliance inspection	Brianna St. Pierre	04/17/2017	N	0	Download
24134629	B Type compliance inspection	Brianna St. Pierre	04/12/2016	N	0	Download
20510465	B Type compliance inspection	Brianna St. Pierre	05/19/2015	N	0	Download
16507608	B Type compliance inspection	Brianna St. Pierre	05/29/2014	N	0	Download
12922989	B Type compliance inspection	Thomas Edward Browne	06/12/2013	N	0	N/A
8609573	B Type compliance inspection	Brianna St. Pierre	06/11/2012	N	0	Download
4713676	B Type compliance inspection	Brianna St. Pierre	06/06/2011	N	0	Download
2389001	B Type compliance inspection	Brianna St. Pierre	05/26/2010	N	0	Download
1738225	B Type compliance inspection	Brianna St. Pierre	05/06/2009	N	0	Download
1385332	B Type compliance inspection	Doug Feay	05/28/2008	N	0	N/A
946818	B Type compliance inspection	Doug Feay	01/10/2007	N	0	N/A
431258	B Type compliance inspection	Doug Feay	07/13/2005	N	0	N/A
338996	B Type compliance inspection	Doug Feay	02/17/2005	Y	0	N/A
332405	B Type compliance inspection	Doug Feay	11/18/2003	Y	0	N/A
303845	B Type compliance inspection	Doug Feay	04/23/2003	Y	0	N/A
295296	B Type compliance inspection	Doug Feay	05/03/2002	Y	0	N/A
295322	A Type compliance inspection	Doug Feay	06/16/2000	Y	0	N/A
295321	B Type compliance inspection	Joe Koutsky	01/22/1999	Y	0	N/A
295297	B Type compliance inspection	Unknown u	04/02/1998	Y	0	N/A
295298	B Type compliance inspection	Unknown u	11/25/1997	Y	0	N/A
295299	B Type compliance inspection	Unknown u	01/07/1997	Y	0	N/A
295300	B Type compliance inspection	Unknown u	09/24/1996	Y	0	N/A
295317	B Type compliance inspection	Unknown u	02/16/1996	Y	0	N/A
295320	B Type compliance inspection	Unknown u	08/09/1995	Y	0	N/A
295318	B Type compliance inspection	Unknown u	05/11/1995	Y	0	N/A
295319	B Type compliance inspection	Unknown u	03/16/1995	Y	0	N/A
295316	B Type compliance inspection	Unknown u	06/24/1994	Y	0	N/A

Total Inspections: 33

Last Inspection: 04/03/2024

The current report was generated with data as of: 09/06/2024

Exhibit 1

9/6/24, 10:32 AM

California Integrated Water Quality System (CIWQS) - Printer Friendly View



Inspections

<u>Inspection ID</u>	<u>Inspection Type</u>	<u>Lead Inspector</u>	<u>Actual End Date</u>	<u>Planned</u>	<u>Violations</u>	<u>Attachment</u>
36256190	B Type compliance inspection	Thomas Edward Browne	01/29/2019	N	0	N/A
16911076	B Type compliance inspection	Brianna St. Pierre	07/15/2014	N	0	Download
12902826	B Type compliance inspection	Thomas Edward Browne	06/12/2013	N	0	N/A
8609572	B Type compliance inspection	Brianna St. Pierre	06/11/2012	N	0	Download
4713675	B Type compliance inspection	Brianna St. Pierre	06/06/2011	N	0	Download
2389005	B Type compliance inspection	Brianna St. Pierre	05/26/2010	N	0	Download
1738299	B Type compliance inspection	Brianna St. Pierre	05/06/2009	N	0	Download
1395589	B Type compliance inspection	Doug Feay	05/27/2008	N	0	N/A
946804	B Type compliance inspection	Doug Feay	01/10/2007	N	0	N/A
337906	A Type compliance inspection	Doug Feay	01/11/2005	Y	0	N/A
329601	B Type compliance inspection	Doug Feay	04/24/2003	Y	0	N/A
294741	B Type compliance inspection	Doug Feay	05/03/2002	Y	0	N/A
294740	B Type compliance inspection	Doug Feay	04/13/2001	Y	0	N/A
294735	B Type compliance inspection	Joe Koutsky	01/22/1999	Y	0	N/A
294736	B Type compliance inspection	Unknown u	04/02/1998	Y	0	N/A
294737	B Type compliance inspection	Unknown u	11/25/1997	Y	0	N/A
294739	B Type compliance inspection	Unknown u	09/24/1996	Y	0	N/A
294738	B Type compliance inspection	Unknown u	02/16/1996	Y	0	N/A
294733	B Type compliance inspection	Unknown u	05/11/1995	Y	0	N/A
294734	B Type compliance inspection	Unknown u	03/16/1995	Y	0	N/A

Total Inspections: 20

Last Inspection: 01/29/2019

The current report was generated with data as of: 09/06/2024

Exhibit 1

9/6/24, 10:31 AM

California Integrated Water Quality System (CIWQS) - Printer Friendly View

Total Enf Actions: 2



Inspections

<u>Inspection ID</u>	<u>Inspection Type</u>	<u>Lead Inspector</u>	<u>Actual End Date</u>	<u>Planned</u>	<u>Violations</u>	<u>Attachment</u>
36253246	B Type compliance inspection	Thomas Edward Browne	01/29/2019	N	0	Download
16911075	B Type compliance inspection	Brianna St. Pierre	07/15/2014	N	0	Download
12903402	B Type compliance inspection	Thomas Edward Browne	06/13/2013	N	0	N/A
8609569	B Type compliance inspection	Brianna St. Pierre	06/11/2012	N	0	Download
4713674	B Type compliance inspection	Brianna St. Pierre	06/06/2011	N	0	Download
2389105	B Type compliance inspection	Brianna St. Pierre	05/26/2010	N	0	Download
1738425	B Type compliance inspection	Brianna St. Pierre	05/06/2009	N	0	Download
1395622	B Type compliance inspection	Doug Feay	05/27/2008	N	0	N/A
946815	B Type compliance inspection	Doug Feay	01/10/2007	N	0	N/A
337912	A Type compliance inspection	Doug Feay	01/11/2005	Y	0	N/A
329606	B Type compliance inspection	Doug Feay	04/24/2003	Y	0	N/A
295331	B Type compliance inspection	Doug Feay	05/03/2002	Y	0	N/A
295332	B Type compliance inspection	Doug Feay	11/08/2000	Y	0	N/A
295323	B Type compliance inspection	Doug Feay	03/13/2000	Y	0	N/A
295324	B Type compliance inspection	Joe Koutsky	01/22/1999	Y	0	N/A
295325	B Type compliance inspection	Unknown u	04/02/1998	Y	0	N/A
295326	B Type compliance inspection	Unknown u	11/25/1997	Y	0	N/A
295330	B Type compliance inspection	Unknown u	09/24/1996	Y	0	N/A
295328	B Type compliance inspection	Unknown u	02/16/1996	Y	0	N/A
295327	B Type compliance inspection	Unknown u	03/16/1995	Y	0	N/A
295329	B Type compliance inspection	Unknown u	06/24/1994	Y	0	N/A

Total Inspections: 21

Last Inspection: 01/29/2019

The current report was generated with data as of: 09/06/2024



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 15, 2024

Reference ID:
2024-800

Resolution to Accept Federal Appropriation for the Small Business Resource Center

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

Approve Resolution No. 2024-35, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving the Acceptance of a Congressional Appropriation for Furniture, Fixtures, and Equipment for the Small Business Resource Center," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

In 2022, Inyo County was awarded an earmark in the amount of \$205,000 for furnishings, fixtures, and equipment for the Small Business Resource Center. After a long build-out that included thorough demolition, abatement of lead and asbestos, new plumbing, new electrical, new roof, and full new interior, the Small Business Resource Center is nearly complete and is ready for furnishing, as well as state-of-the art audio/visual and presentation equipment.

Staff requests Board approval to sign the contract with USDA Rural Development, Community Facilities Program to draw down the \$205,000 earmark and finalize the purchase of furniture, fixtures, and equipment for the Small Business Resource Center.

FISCAL IMPACT:

Funding Source	Federal Funding - Congressional Appropriation via USDA Rural Development	Budget Unit	010202
Budgeted?	Yes	Object Code	
Recurrence	One-Time Revenue	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$205,000 which is budgeted for receipt and expenditure in Economic Development Budget.

Future Fiscal Year Impacts

None

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve this Resolution. That is not recommended, as the County secured this \$205,000 earmark to furnish the Small Business Resource Center but cannot accept the funds without this Resolution in place.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

USDA Rural Development

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Local Businesses, Organizations, and Workforce

APPROVALS:

Meaghan McCamman	Created/Initiated - 10/1/2024
Darcy Ellis	Approved - 10/1/2024
Amy Shepherd	Approved - 10/2/2024
John Vallejo	Approved - 10/2/2024
Nate Greenberg	Approved - 10/8/2024
Amy Shepherd	Approved - 10/8/2024
Meaghan McCamman	Final Approval - 10/10/2024

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING THE ACCEPTANCE OF A CONGRESSIONAL APPROPRIATION FOR FURNITURE, FIXTURES, AND EQUIPMENT FOR THE SMALL BUSINESS RESOURCE CENTER

WHEREAS, the Inyo County Board of Supervisors and Administration has had a longstanding vision to provide local businesses the support and resources they need to start, grow, and thrive; thereby adding living-wage jobs for Inyo County citizens; and

WHEREAS, Inyo County budget appropriations have been and continue to be approved for rent and improvements for a physical building at 269 N Main Street in Bishop (“Small Business Resource Center”); and

WHEREAS, Inyo County requested Senator Feinstein and Senator Padilla support a Federal Budget Appropriation (“Appropriation”) for Furniture, Fixtures, and Equipment at the Small Business Resource Center; and

WHEREAS, the Appropriation, in the amount of \$205,000 was approved and signed into law in FY 2022; and

WHEREAS, Inyo County has completed the conditions required in order to draw down the earmark and purchase furniture, fixtures, and equipment for the Small Business Resource Center.

NOW THEREFORE BE IT RESOLVED:

- 1) The recitals above are incorporated herein as findings.
- 2) Inyo County hereby accepts the Federal Appropriation of \$205,000 for furniture, fixtures, and equipment.
- 3) CAO Nate Greenberg is hereby authorized to execute the agreements and accept the funds.

PASSED AND ADOPTED this _____ day of _____, 2024, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

MATT KINGSLEY, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg

Clerk of the Board

By: _____

Darcy Ellis, Assistant
Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 15, 2024

Reference ID:
2024-740

Creation of the Assessment Appeals Board County Counsel ACTION REQUIRED

ITEM SUBMITTED BY

John Vallejo, County Counsel

ITEM PRESENTED BY

John Vallejo, County Counsel

RECOMMENDED ACTION:

Waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California Creating Chapter 3.25 of the Inyo County Code Establishing the Inyo County Local Assessment Appeals Board and Modifying Section 3.28.030 of the Inyo County Code to Replace the References to the Local Board of Equalization with References to the Assessment Appeals Board," and schedule enactment for November 5, 2024 in the Board of Supervisors Chambers, County Administrative Center, Independence.

BACKGROUND / SUMMARY / JUSTIFICATION:

On September 3, Assessor David Stottlemire made a presentation to the Board regarding the benefits of transitioning from a Board of Equalization to Assessment Appeals Board (AAB) for the hearing of property tax assessment appeals. The current property tax assessment appeals process is managed by the Board of Supervisors, sitting as the Local Board of Equalization (BOE). The Board came to the consensus that there is an opportunity to enhance efficiency and effectiveness by transitioning from the BOE to an Assessment Appeals Board (AAB) comprised of experts in real estate and/or the assessment appeal hearing process.

This ordinance is the first step in that transition. The Board is being asked to waive the first reading of the ordinance at today's meeting, and set enactment for November 5, at which time the Board will be asked to approve the local rules for the AAB as well as appoint qualified members.

Background

The BOE is composed of the Board of Supervisors, who have numerous responsibilities beyond assessment appeals. The creation of a dedicated AAB would allow the Board of Supervisors to focus on broader governance issues that are becoming increasingly complex, while placing assessment appeals in the hands of specifically qualified members of our community.

Although this concept has been considered for some time, creating an Inyo County AAB has not yet occurred due to the difficulty in recruiting a sufficient number of qualified individuals to serve as members. Inyo County consulted with Mono County to determine if they were interested in a regional AAB partnership. While Mono County initially expressed interest, there was a lack of interest from individuals serving on the Mono AAB in transitioning to a regional AAB. Regardless, the Inyo County Assessor recently expended significant effort reaching out to local citizens to gauge their willingness to

serve on the AAB and a sufficient number of individuals expressed a willingness to serve on the AAB to move this matter forward.

Authority

Pursuant to Revenue and Taxation Code section 1624, AAB members in Inyo County may be appointed if they meet the following qualifications:

- Have a minimum of five years of professional experience in this state as:
 - A certified public accountant or public accountant
 - A licensed real estate broker
 - An attorney
 - A property appraiser accredited by a nationally recognized professional organization
 - A property appraiser certified by the Office of Real Estate Appraisers
 - A property appraiser certified by the State Board of Equalization
- Or is a person who the nominating member of the Board of Supervisors believes possesses competent knowledge of property appraisal and taxation.

Transitioning to an AAB is expected to provide the following benefits:

1. Streamlined Decision-Making

A smaller panel allows for quicker, more focused discussions, leading to timely resolutions. An AAB can efficiently handle cases without compromising the quality of decisions.

2. Expertise and Diversity

Appointing members allows for targeted expertise. A diverse but knowledgeable AAB panel ensures a well-rounded perspective on property assessments.

3. Reduced Workload for Elected Officials

County Board of Supervisors have numerous responsibilities beyond assessment appeals. By appointing a separate AAB, elected officials can focus on broader governance issues.

Recruitment can be a challenge in smaller counties, but offering incentives typically overcomes most of these challenges. Incentives generally include a stipend and mileage reimbursement for attending meetings. The Board will be asked to consider such policies ,including adoption of AAB local rules, concurrently with the next reading of this ordinance.

FISCAL IMPACT:

There is no funding impact associated with this presentation. However, there will be financial implications the Board will later need to consider with the formation of an Assessment Appeals Board, including funding possible stipends and mileage reimbursement for members.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to approve the ordinance. This is not recommended as switching to an Assessment Appeals Board is in the best interest of the County and Board of Supervisors, as discussed above.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Assessor's Office

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services
High Quality Services | Improved Access to Government

APPROVALS:

John Vallejo	Created/Initiated - 10/10/2024
Darcy Ellis	Approved - 10/10/2024
John Vallejo	Approved - 10/10/2024

ATTACHMENTS:

1. AAB Formation Ordinance

ORDINANCE XXX

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA CREATING CHAPTER 3.25 OF THE INYO COUNTY CODE ESTABLISHING THE INYO COUNTY LOCAL ASSESSMENT APPEALS BOARD AND MODIFYING SECTION 3.28.030 OF THE INYO COUNTY CODE TO REPLACE THE REFERENCES TO THE LOCAL BOARD OF EQUALIZATION WITH REFERENCES TO THE ASSESSMENT APPEALS BOARD

WHEREAS, pursuant to Revenue and Taxation Code section 1620, the Inyo County Board of Supervisors sitting as the Board of Equalization, has determined that in order to provide for a more efficient and effective process for adjudication of local assessment appeals it shall create a local Assessment Appeals Board.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS AS FOLLOWS:

SECTION ONE: Chapter 3.25 shall be added to the Inyo County Code as follows:

“Chapter 3.25 Inyo County Assessment Appeals Board

3.25.010 Creation of assessment appeals board.

Pursuant to the provisions of Section 16 Article XIII of the California Constitution and Section 1620 *et. seq.*, of the California Revenue and Taxation Code, the board of supervisors of Inyo County does hereby create an assessment appeals board.

3.25.020 Board purpose and duties.

The assessment appeals board is created to constitute the county board of equalization that shall equalize the values of all property on the local assessment roll by adjusting individual assessments. It shall be the duty of the assessments appeals board to exercise its powers in the manner and subject to the limitations specified by California law.

3.25.030 Membership of board.

The assessment appeals board shall consist of five members, three regular members and two alternates.

3.25.040 Selection procedure.

The board of supervisors shall appoint directly the members of the assessment appeals board. Approval of each member shall be by majority vote of the board of supervisors.

3.25.050 Term of office.

A. The term of office of members selected to serve on the assessment appeals board shall be for three years beginning on the first Monday in September except that upon the original selection of members to serve on the assessment appeals board, the member first selected shall serve for a term of three years beginning on the first Monday in September preceding the date of the creation of the board, the second member selected shall serve for term of two years beginning on such date, and the third member selected shall serve for a term of one year beginning on such date.

B. Those members selected as alternates, shall serve for a three-year term except that upon the original selection to the board the alternates shall serve for a term of three years beginning on the first Monday in September preceding the date of the creation of the board.

C. The Board of Supervisors shall appoint the members and alternates of the assessment appeals board, upon the expiration of any term of office or the occurrence of a vacancy on such board. Unless otherwise

directed by the Board, said appointment process shall adhere to the County's then existing appointment policy.

3.25.060 Qualifications.

A person qualifies to be appointed to the assessment appeals board pursuant to California Revenue and Taxation Code section 1624, as may be amended. At the time of the adoption of this section, that code section establishes eligibility for those with five years or more of professional experience in California as one of the following: A certified public accountant or public accountant, a licensed real estate broker, an attorney, or a property appraiser accredited by a nationally recognized professional organization. That code section further establishes eligibility of a person who the nominating member of the board of supervisors has reason to believe is possessed of competent knowledge of property appraisal and taxation, so long as documentation of qualifying experience of appeals board members shall be filed with the clerk of the board. No person shall be qualified to be a member of the assessment appeals board who has, within the three years immediately preceding his or her appointment, been an employee of the Inyo County assessor's office.

New members of the assessment appeals board shall complete a State Board of Equalization course as soon as reasonably practicable upon taking office and within the first year of their appointment.

3.25.070 Annual meeting—Time.

Pursuant to Revenue and Taxation Code section 1604, the assessment appeals board shall hold at least one annual meeting on the third Monday in July. The board shall not conduct any hearings on pending appeals at that meeting (nor shall the clerk schedule any such hearings for that meeting). Rather, the board shall simply review its docket of pending appeals, consider any proposed stipulations of value that may have been reached at that point between the assessor and taxpayers, and schedule such additional board meetings as may be necessary to hear appeals in which no stipulations have yet been reached. Accordingly, the assessor or his or her representative shall appear at this meeting, but neither taxpayers nor their representatives shall be required to appear. In scheduling hearing dates, the board shall allow sufficient time for the clerk to provide legal notice of those hearings in accordance with Property Tax Rule 307 (18 California Code of Regs 307).

3.25.080 Applicable Process.

The business of the assessment appeals board shall be conducted in compliance with applicable Revenue and Taxation Code provisions set forth in Division 1, Part 3, Chapter 1, Articles 1 and 1.5, Sections 1601-1630, as may be amended from time to time, applicable Property Tax Rules duly adopted by the California State Board of Equalization codified in the California Code of Regulations and from any local assessment appeals board rules duly adopted by the Inyo County Board of Supervisors that do not conflict with said State laws and regulations.

3.25.090 Removal of assessment appeal board member.

Assessment appeal board members shall serve at the will and pleasure of the board of supervisors. An assessment appeal board member may be removed from the assessment appeals board prior to the expiration of the term by a majority vote of the board of supervisors.

3.25.100 [RESERVED]

3.25.110 Clerk of the board—Powers and duties.

The clerk of the board of supervisors, or designee, shall be the clerk of the assessment appeals board and shall keep a record of their proceedings.

3.25.120 Compensation.

The members of the assessment appeals board shall receive reasonable compensation and travel expenses and mileage as provided for by the Inyo County Board of Supervisors.”

SECTION TWO: Section 3.28.030 of the Inyo County Code shall be amended to replace all references to the “board of equalization” and “equalization board” with references to the “assessment appeals board.”

SECTION THREE: EFFECTIVE DATE

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

PASSED AND ADOPTED THIS _____ DAY OF _____ 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson Matt Kingsley,
Inyo County Board of Supervisors

ATTEST: NATE GREENBERG
Clerk of the Board

By: _____
Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

October 15, 2024

Reference ID:
2024-806

Payment Authorization for Invoice from the Los Angeles Department of Water and Power for Town Water System Usage Allotments Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Breanne Nelums, Senior Management Analyst

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

A) Amend the Fiscal Year 2024-2025 Water System Budget 152198 as follows: increase appropriation in Utilities Object Code 5351 by \$112,229 (*4/5ths vote required*); and
B) Authorize payment to the Department of Water and Power of the City of Los Angeles, CA for prior-year invoices in the amount of \$112,229 for annual water allotment overages from 2002-2003 through 2022-2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Long-Term Water Agreement and the Town Water Systems Transfer Agreements by and between Inyo County and the Los Angeles Department of Water and Power (LADWP) require Los Angeles Department of Water and Power to provide specified amounts of untreated water for the towns of Laws, Independence, and Lone Pine. Inyo County is required to pay for water used in excess of 50 Acre-Feet for Laws, 450 Acre-Feet for Independence, and 550 Acre-Feet for Lone Pine annually.

Inyo County historically questioned and disagreed with the water use calculations provided by LADWP over the years and exchanged correspondence accordingly. Despite repeated efforts to resolve, the matter remained open until recently. Given efforts to reconcile a number of outstanding issues between the agencies (including acquisition of the landfills and a desire to extend the town water systems to those landfills), the two agencies again reviewed the billing and collectively agreed upon the amount of \$112,229. This is comprised of \$53,545 owed for the Independence Town Water System and \$58,684 for the Lone Pine Town Water System. In no year did Laws exceed the water allotment. Therefore, no incremental charges were accumulated.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	152103/152104
Budgeted?	Yes - with this budget amendment	Object Code	5351
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

\$112,229 for the period between 10/15/2024-06/30/2024

Future Fiscal Year Impacts

Unknown at this time

Additional Information

This budget is a rollup budget so the amendment will process in budget 152198 and the expense will hit 152103 (Independence) in the amount of \$53,545 and 152104 (Lone Pine) in the amount of \$58,684 for a grand total of \$112,229. There is sufficient fund balance available to cover the requested increase in expenditures with no corresponding increase in revenues.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose to not approve this budget amendment and invoice payment as recommended. This is not advised, as staff has invested significant time to negotiate and arrive at this invoice amount which further resolves a nearly 20-year billing dispute with the Los Angeles Department of Water & Power.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Los Angeles Department of Water & Power

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Focused Infrastructure Improvements

APPROVALS:

Breanne Nelums	Created/Initiated - 10/7/2024
Darcy Ellis	Approved - 10/7/2024
Breanne Nelums	Approved - 10/7/2024
Denelle Carrington	Approved - 10/7/2024
John Vallejo	Approved - 10/7/2024
Amy Shepherd	Approved - 10/8/2024
Nate Greenberg	Final Approval - 10/10/2024

ATTACHMENTS:

1. LADWP Invoice and Letter



DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES

300 Mandich Street
Bishop, California 93514-3449
(760) 873-0370

INVOICE

DATE: August 6, 2024

TO: County of Inyo
Department of Public Works
P.O. Drawer Q
Independence, CA 93526
Attn: Mr. Mike Errante

ACCOUNT: Town Water Transfer Agreements

REFERENCE: 2002/2003 through 2022/2023 Annual Water Use Allotments

Billing in accordance with Independence and Lone Pine Town Water Transfer Agreements. See letter dated August 6, 2024, for an explanation and detailed breakdown of charges:

Independence.....	\$53,545
Lone Pine.....	<u>\$58,684</u>
Total Due.....	\$112,229

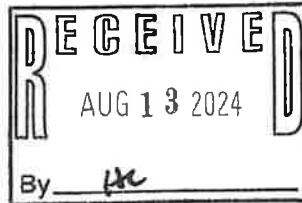
If you have any questions regarding this matter, please contact Mr. Eric Tillemans, Assistant Manager of Aqueduct, at (760) 873-0256.

SC:sc
Attachment



Los Angeles
Department of
Water & Power

BUILDING A STRONGER L.A.



Karen Bass, Mayor

Board of Commissioners

Richard Katz, President

George S. McGraw, Vice President

Nurit D. Katz

Mia Lehrer

Wilma J. Pinder

Chante L. Mitchell, Secretary

August 6, 2024

Janisse Gullfones, Chief Executive Officer and Chief Engineer

Mr. Nate Greenberg
Inyo County Administrator
168 N. Edwards Street
Independence, CA 93526

Dear Mr. Greenberg:

Subject: Town Water Use Annual Allotments

The Long-Term Water Agreement and the Town Water Transfer Agreements (TWTA) by and between the Los Angeles Department of Water and Power (LADWP) and Inyo County require LADWP to provide specified amounts of untreated water for the towns of Laws, Independence, and Lone Pine. LADWP is required to provide the following annual amounts free of cost or charge: 50 Acre-Feet (AF) for Laws, 450 AF for Independence, and 550 AF for Lone Pine. Inyo County is required to pay for water used in excess of these amounts. The incremental charge is specified in the TWTA and is based on actual electrical costs (but not including capacity or demand charges) and the operation and maintenance costs of the wells supplying water to the town systems.

Past letters dated April 15, 2005, March 2, 2006, January 3, 2007, September 11, 2007, December 12, 2008, December 3, 2009, October 21, 2010, September 30, 2011, September 6, 2012, August 29, 2013, December 15, 2014, March 23, 2016, and October 5, 2020, included previous detailed costs owed for fiscal year 2002-03 to fiscal year 2019-20.

On December 1, 2020, Inyo County sent a letter to LADWP contesting many of the usage numbers and charges outlined in the letters listed above. LADWP met with Inyo County to attempt to resolve the matter and considered the reasoning and arguments for why various usages and/or charges should be adjusted for past usage. In many instances, LADWP agreed to make Inyo County's proposed adjustments.

In subsequent meetings held between Inyo County and LADWP in 2023, the parties agreed upon adjusted tables of uses and incremental costs for fiscal years 2002-03 to 2022-23, which are reflected in Attachment A. The agreed upon totals owed are \$53,545 for the Independence Town System and \$58,684 for the Lone Pine Town System, for a grand total of \$112,229. No incremental charges were accumulated for the town of Laws because in no year did the use of water exceeded the allotment.

Mr. Nate Greenberg
Page 2
August 6, 2024

Incremental costs after fiscal year 2022-23 will continue to be calculated per the terms outlined in the TWTa. However, some extra care and adjustments will be made when calculating such charges as outlined below:

- Operations and maintenance costs will be carefully reviewed to ensure electricity charges are subtracted out of operations and maintenance costs when electricity charges are being accounted for separately.
- In its sole discretion, LADWP may elect to provide Inyo County a credit if Inyo County returns a portion of the water Inyo County pumped for a town system directly to the Los Angeles Aqueduct System (LAAS) (such as directly into the aqueduct or directly into a waterway which flows into the aqueduct). Any credit provided will be limited to actual water transported to the LAAS, while accounting for reasonable expected losses during transport of the water from the town system well to the LAAS.

In addition, to promote conservation, LADWP will continue its discussions with Inyo County regarding a potential credit for water conservation measures resulting in a reduction of water uses compared to past practices.

An invoice to the County of Inyo Department of Public Works is attached, reflecting the **\$112,229** owed under the TWTa for fiscal years 2002-03 to 2022-23. Inyo County's payment of this amount shall resolve this billing matter.

If you have any questions, please contact Eric Tillemans, Assistant Aqueduct Manager at (760) 873-0256.

Sincerely,



^{For}
Adam Perez
Manager of Aqueduct

ET:fj
Attachments
c: Eric B. Tillemans

Town Water Systems Accounting

Lone Pine Town System						Independence Town System					
Year	Annual		Difference	Incremental Cost (per AF)	Totals	Year	Annual		Difference	Incremental Cost (per AF)	Totals
	Actual Usage (AF)	Allowed Usage (AF)					Actual Usage (AF)	Allowed Usage (AF)			
FY 2022-23	487	550				FY 2002-03	439	450			
FY 2021-22	547	550				FY 2003-04	479	450	29	\$208	\$6,032
FY 2020-21	527	550				FY 2004-05	562	450	112	\$160	\$17,920
FY 2019-20	497	550				FY 2005-06	412	450			
FY 2018-19	523	550				FY 2006-07	409	450			
FY 2017-18	511	550				FY 2007-08	508	450	58	\$135	\$7,830
FY 2016-17	515	550				FY 2008-09	420	450			
FY 2015-16	470	550				FY 2009-10	355	450			
FY 2014-15	559	550	9	\$214	\$1,924	FY 2010-11	409	450			
FY 2013-14	619	550	69	\$186	\$12,852	FY 2011-12	424	450			
FY 2012-13	643	550	93	\$107	\$9,970	FY 2012-13	483	450	33	\$115	\$3,782
FY 2011-12	634	550	84	\$98	\$8,273	FY 2013-14	476	450	26	\$115	\$2,980
FY 2010-11	547	550				FY 2014-15	449	450			
FY 2009-10	605	550	55	\$77	\$4,238	FY 2015-16	462	450	12	\$107	\$1,289
FY 2008-09	612	550	62	\$74	\$4,569	FY 2016-17	495	450	45	\$104	\$4,671
FY 2007-08	593	550	43	\$76	\$3,218	FY 2017-18	480	450	30	\$110	\$3,316
FY 2006-07	689	550	139	\$98	\$13,641	FY 2018-19	436	450			
FY 2005-06	534	550				FY 2019-20	395	450			
FY 2004-05	503	550				FY 2020-21	420	450			
FY 2003-04	542	550				FY 2021-22	470	450	20	\$113	\$2,249
FY 2002-03	527	550				FY 2022-23	477	450	27	\$130	\$3,476
Lone Pine Total					\$58,685	Independence Total					\$53,545
						FY 2002-03 through 2022-23 Grand Total					\$112,230

Agenda

County of Inyo Capital Asset Leasing Corporation

Board of Supervisors Room
County Administrative Center
224 North Edwards
Independence, California

October 15, 2023

Start Time

11:45 A.M.

**(or any
time
thereafter)**

1. **Election of Officers** – The Corporation will elect a President, Secretary, and Treasurer for the Corporation.
2. **Approval of Minutes** – The Corporation will consider approval of the November 7, 2023 Capital Asset Leasing Corporation meeting minutes.
3. **Financial Report** – Treasurer-Tax Collector Alisha McMurtrie will present a Financial Report on the Corporation on behalf of.
4. **Adjourn** – The President will adjourn the meeting. (The Board of Supervisors Chairperson will then reconvene the Board meeting.)

MINUTES

County of Inyo CAPITAL ASSET LEASING CORPORATION

November 7, 2023

The Board of Directors of the Capital Asset Leasing Corporation of the County of Inyo, State of California, met at the hour of 3:10 p.m., on November 7, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Supervisors Scott Marcellin, Jeff Griffiths, Trina Orrill, Jennifer Roeser, and Matt Kingsley.

**Election of
Officers**

Chairperson Roeser recessed the regular meeting of the Board of Supervisors and reconvened as the Inyo County Board of Equalization at 2:00 p.m.

The Inyo County Board of Equalization meeting adjourned and reconvened as the Capital Asset Leasing Corporation at 3:10 p.m. to convene as the Capital Asset Leasing Corporation to conduct the Corporation's Annual Meeting.

Chairperson Roeser turned the meeting over to 2022-2023 President Matt Kingsley, who called for nominations for 2023-2024 President.

Moved by Director Roeser and seconded by Director Orrill to nominate and re-elect President Kingsley as President for 2023-2024. Motion carried unanimously.

President Kingsley resumed the nominations.

Moved by President Kingsley and seconded by Director Orrill to nominate and re-elect Director Griffiths as secretary for 2023-2024. Motion carried unanimously.

Moved by Director Orrill and seconded by Director Griffiths to nominate and re-elect Director Roeser as Treasurer for 2023-2024. Motion carried unanimously.

Minute Approval

Moved by Director Roeser and seconded by Director Marcellin to approve the minutes of the October 25, 2022, meeting of the Capital Asset Leasing Corporation. Motion carried unanimously.

Financial Update

Inyo County Auditor-Controller Amy Shepherd gave a report on the corporation's history and current status on behalf of Treasurer-Tax Collector Alisha McMurtrie. She noted that the County does have long-term debt currently, but none that is being issued through the Capital Asset Leasing Corporation. Shepherd recommended the Board continue to keep the Capital Asset Leasing Corporation in active status and suggested rethinking the County reserves policy.

Adjournment

President Kingsley adjourned the meeting of the Capital Asset Leasing Corporation at 3:17 p.m.

President, Inyo County Capital Asset Leasing Corporation

*Attest: Nate Greenberg
Clerk of the Board*

by: _____
Darcy Ellis, Assistant



Amy Shepherd
Auditor- Controller
ashepherd@inyocounty.us

(760) 878-0343
(760) 872-2700
(760) 876-5559
FAX: (760) 878-0391

COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER
P. O. Drawer R
Independence, California 93526

CHRISTIE MARTINDALE
Assistant Auditor-Controller
cmartindale@inyocounty.us

HEATHER WILLIAMS
Management Analyst
hwiliams@inyocounty.us

KORTNI GIRARDIN
Payroll Manager
kgirardin@inyocounty.us

SHIELA WARD
Administrative Analyst
sward@inyocounty.us

RUSTY HUERTA
Payroll Analyst
rhuerta@inyocounty.us

MARISSA SILVAS
Office Technician III
msilvas@inyocounty.us

GRAE BIGGS
Office Technician II
gbigg@inyocounty.us

MARISA CLARKSON
Office Technician I
mclarkson@inyocounty.us

October 3, 2024

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By: , Deputy
Grae Biggs

STATEMENT

MONEY IN COUNTY TREASURY

FOR JUNE 29, 2024-SEPTEMBER 27, 2024

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending September 27, 2024

Amount of money that should be in the treasury on SEPTEMBER 27, 2024

is	\$250,769,093.26	
Receipts from 062924-092724	\$55,383,153.75	
(Less paid warrants) Amount actually therein is	(\$72,703,725.30)	
Active Balance		\$15,874,196.84
BANK DEP ON HAND		\$0.00
BMO MONEY MARKET		\$3,716,005.45
LAIF		\$25,000,000.00
UBS MONEY MARKET		\$5,000,000.00
LOCAL AGENCY DEBT		\$29,179.63
FEDERAL AGENCIES		\$166,180,080.00
FA-TREASURY NOTES/BONDS		\$0.00
COMMERICAL PAPERS		\$9,617,718.06
CORPORATE OBLIGATION		\$0.00
CD		\$4,214,000.00
US BANK MONEY MARKET		\$0.00
CHECKS		\$0.00
CURRENCY		\$8,991.00
SILVER		\$58.05
	233,448,521.71	\$229,640,229.03

Difference:

AUD PY- PIONEER PERS	\$596.22
AUD PY- PIONEER PERS	\$2,442.60
AUD PY-PERS	\$15,241.75
AUD PY-PERS	\$17,516.38
AUD PY-PERS	\$40,262.92
AUD PY-PERS	\$68,211.90
AUD PY-PERS	\$143,783.71
ICOE PY-CBA STATE TAXES	\$1,985.54
ICOE PY-TEC STATE TAXES	\$2,537.81
ICOE PY-YTHBLD STATE TAXES	\$5,793.50
ICOE PY-CBA STATE TAXES	\$6,089.59
ICOE PY-TEC STATE TAXES	\$8,221.15
ICOE PY-YTHBLD STATE TAXES	\$18,857.25
ICOE PY-LAEC FEDERAL TAXES	\$65,509.71
ICOE PY-YTHBLD FEDERAL TAXES	\$76,532.40
ICOE PY-STATE TAXES	\$123,273.16
ICOE PY-FEDERAL TAXES	\$549,934.81
ICOE PY-PAYROLL	\$2,835,406.42
06/28/24 CUSIP# 63873JFU9- MATURED	(\$5,000,000.00)
06/28/24 CUSIP# 63873JQQ6- SETTLEMENT	\$4,806,843.06
06/26/24 TREASUR.(2) CHKS READ \$56.51 NOT \$56.61.	(\$0.20)
09-20-24 VAULT DEPOSIT IN TRANSIT	\$19,253.00
DIFFERENCE TOTALS	\$3,808,292.68

Amy Shepherd

County Auditor



Subscribed and sworn to before me this

10th

day of

October, 2024.

[Signature]
Assistant Clerk of the Board of Supervisors
INYO COUNTY