

# Agenda

## County of Inyo Board of Supervisors

Board of Supervisors Room  
County Administrative Center  
224 North Edwards  
Independence, California

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

**Public Notices:** (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

**Note:** Historically the Board does break for lunch, the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

### SPECIAL MEETING

**October 30, 2012**

**9:00 a.m. INVOCATION** by Richard Cervantes

#### **PLEDGE OF ALLEGIANCE**

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

- PUBLIC COMMENT**
- COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

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

#### **COUNTY ADMINISTRATOR**

- Emergency Services** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.
- Motor Pool** – Request Board award the bid for and approve the purchase of the following vehicles from the low bidder Eastern Sierra Motors: one (1) 2013 Ford F150 Regular Cab in the amount of \$26,745.62, one (1) 2013 Transit Connect Van in the amount of \$23,212.85 and two (2) 2013 Ford Focus SE sedans in the amount of \$17,194.37 each.

#### **CHILD SUPPORT SERVICES**

- Request approval of Amendment No. 2 to the Contract between the County of Inyo and Kristy Keener for Court Reporter services between the County of Inyo to expand the services to include Mono County court services, for the period of October 1, 2011 through June 30, 2013; and authorize the Child Support Services Director to sign.

#### **CLERK RECORDER**

- Elections** - Request Board: 1) Appoint nominees listed on the Clerk's Certificates to the office of Director in various special districts; 2) Appoint any qualified person to office, as indicated on the Clerk's Certificate, for the Inyo Mono Conservation District on or before November 20, 2012; and, 3) authorize the Clerk-Recorder/Registrar of Voters to issue the "Certificate of Appointment and Oath of Office" documents to respective appointees.

### PUBLIC WORKS

7. Request approval of a resolution accepting the improvements for the Shoshone Sheriffs' Trailers HVAC Installation Project and authorize the recording of a Notice of Completion for the Project.
8. Request approval of the Interim Exhibit 9-B Local Agency Disadvantaged Business Enterprise (DBE) Annual Submittal Form for the 2012-2013 federal fiscal year; and authorize the Chairperson to sign.
9. Request Board approve the closure of Old Hwy 127 the day of November 4, 2012, from 11:00 a.m. to 4:00 p.m., for the purpose of Shoshone Days activities throughout the town of Shoshone..
10. Request Board award and approve the Contract between the County of Inyo and Graham Prewitt Inc. of Fresno for the Bishop Library Re-roofing Project, in an amount not to exceed \$89,950, and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained; and authorize the Interim Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section §20142 of the Public Contract Code and other applicable law.

### PLANNING

11. Request approval of the First Amendment to the contract between the County of Inyo and Southern California Edison for work on the Cost Energy and Service Efficiencies Action Plan, extending the date of the contract until March 31, 2013 or a later date as determined by the California Public Utilities Commission; and, approve Change Order No. 1 amending the dates for project deliverables, per the existing scope of work, to December 31, 2012 or a later date as determined by the California Public Utilities Commission, and authorize the Chairperson to sign.

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

12. **AUDITOR-CONTROLLER** – Request Board authorize the Auditor-Controller to impound \$500,000 of property tax revenue received from Coso Geothermal for FY 2012-13 pursuant to Government Code §26906.1.
13. **SHERIFF** – Request Board amend the FY 2012-13 DNA Budget Unit 056605 by increasing estimated revenue in Criminal Fines (*Revenue Code #4211*) by \$10,000 and increasing appropriations in Professional Services (*Object Code #5265*) by \$10,000. (*4/5's vote required.*)
14. **HEALTH AND HUMAN SERVICES – ESAAA** – The Board of Supervisors/Eastern Sierra Area Agency on Aging Governing Board will receive and discuss updates regarding current issues affecting the delivery of senior services in Inyo County and the Eastern Sierra encompassed by Public Service Area 16, providing direction as appropriate.
15. **PUBLIC WORKS** – Request Board consider a Consent and Waiver for QuakeFinder's utilization of space at the County Farm in Big Pine and if consistent with the Boards determination, authorize the Chairperson to sign the consent and waiver.
16. **PUBLIC WORKS** – Request Board consider a name change of the Eastern Sierra Regional Airport to Bishop Airport and, if approved, direct staff to proceed accordingly with the request to the Caltrans Division of Aeronautics.
17. **PUBLIC WORKS** – Request Board approve a request to the Federal Aviation Administration (FAA) to alter the approach to the Eastern Sierra Regional Airport.
18. **PUBLIC WORKS** - Request Board approve the appointment of Deputy Director of Public works, Range 88, at the Step E-\$7,740, pursuant to Personnel Rule 5.5 "Compensation for New Employees".

19. **PUBLIC WORKS** - Request approval of Amendment #7 to the contract between the County of Inyo and Owenyo Services for the operation and maintenance of the Independence, Lone Pine and Laws town water systems, extending the term of the contract through June 30, 2013, unless terminated earlier, and increasing the total contract amount not to exceed \$1,942,980.86, and authorize the Chairperson to sign the amendment contingent upon appropriate signatures being obtained.
20. **ROAD DEPARTMENT** – Request Board A) authorize the purchase of two (2) CARB Compliant Diesel Tractor Trucks in the amount of \$203,354.50 (price includes taxes and other fees) from Bakersfield Truck Center, and B) authorize the Interim Public Works Director to execute all related purchase documents as required.
21. **ROAD DEPARTMENT** – Request Board A) authorize the purchase of two (2) Semi Bottom Dump Trailers in the amount of \$29,671.79 for each trailer (price includes taxes and other fees) from Charter Sales Co., and B) authorize the Interim Public Works Director to execute all related purchase documents as required.
22. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, the Death Valley Road eater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.
23. **WATER DEPARTMENT** – Request approval of the LORP 2011-12 Work Plan - Annual Accounting Report.
24. **WATER DEPARTMENT** – Request Board discuss and provide direction regarding County attendance at the Great Basin Water Forum in Carson City, Nevada, on November 13, 2012.
25. **PLANNING** – Request Board receive a presentation from staff concerning the coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision, and provide input.
26. **PLANNING** – Request Board review information from staff on the Draft EIS/LEIS for the renewal of public land withdrawal for the China Lake NAWS, and authorize the Chairperson to sign correspondence on the EIS/LEIS.
27. **COUNTY ADMINISTRATOR – Museum Services** – Request Board accept a \$1,500 donation to the Eastern California Museum from the Friends of the Eastern California Museum and amend the FY 2012-13 Museum Budget Unit 077000 by increasing estimated revenue in Donations (*Revenue Code #4951*) by \$1,500 and increasing appropriations in Office and Other Equipment Under \$5,000 (*Object Code #5232*) by \$1,500. (*4/5's vote required.*)
28. **CLERK OF THE BOARD** – Request approval of the minutes of A) the Budget Hearings of September 10, 2012 and B) the Regular meeting of October 2, 2012.

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

- 11:30 a.m. 29. **COUNTY ADMINISTRATOR – Museum Services** – Request Board discuss, and if desired, direct and approve changes to the Community Project Sponsorship Grant Program Guidelines, Application Form, and/or Evaluation Form; and, request your Board provide direction regarding the specific process and procedural issues identified in the Summary Discussion.

**WORKSHOPS AND PRESENTATIONS** (To be considered at the Board's convenience)

**CORRESPONDENCE - ACTION**

**BOARD MEMBERS AND STAFF REPORTS**

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

30. **PUBLIC COMMENT**

## **CLOSED SESSION**

31. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)]. –**  
Robert Raymond v. Kammi Foote United States District Court Eastern District of California Case No. 1:12-CV-01407-AWI-JLT.
32. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)].** *City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al.* Inyo County Superior Court Case No. 12908; Blackrock 94 Dispute Resolution
33. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: Labor Relations Administrator, Sue Dishion, Information Services Director, Brandon Shults, and Planning Director Josh Hart.
34. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion.
35. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.
36. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director Child Support Services Susanne Rizo, and Chief Probation Officer Jeff Thomson.
37. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.
38. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.
39. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [PURSUANT TO GOVERNMENT CODE § 54956.9(c)] –** Decision whether to initiate litigation (one case).

## **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**

## **CORRESPONDENCE - INFORMATIONAL**



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

For Clerk's Use Only:  
AGENDA NUMBER

3

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** October 30, 2012

**SUBJECT:** Continuation of declaration of local emergency

**DEPARTMENTAL RECOMMENDATION:** - Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

**SUMMARY DISCUSSION:** - During your August 5, 2008 Board of Supervisors meeting your Board took action to continue the local emergency, which was a result of the Inyo Complex Oak Creek Mud Flows. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a week-to-week basis. The recommendation is that the emergency be continued until the permanent diversions are in place. LADWP has notified your Board that the completion of the project is expected for sometime this fall. Therefore, it is recommended that your Board continue the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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

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



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 4

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

**FROM:** Motor Pool

**FOR THE BOARD MEETING OF:**      October 30, 2012

**SUBJECT:**      Purchase of 2012/2013 Motor Pool Vehicles

**DEPARTMENTAL RECOMMENDATION:**      Request your Board, A) award a bid to Eastern Sierra Motors of Bishop as the low bidder for the purchase of the following vehicles: One (1) 2013 Ford F150 Regular Cab in the amount of \$26,745.62, One (1) 2013 Transit Connect Van in the amount of \$23,212.85 and Two (2) 2013 Ford Focus SE sedans in the amount of \$17,194.37. See Attachment A.

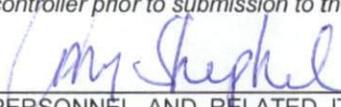
**SUMMARY DISCUSSION:**      Motor Pool sought bids for the purchase of these vehicles from several vendors: Eastern Sierra Motors of Bishop, Perry Motors of Bishop, Raceway Ford of Riverside, Rotolo Chevrolet of Fontana, Cerritos Dodge of Cerritos, Towne Ford Sales of Redwood City, and Wondries Fleet Group of Alhambra. These vehicles will replace motor pool vehicles that have met the Motor Pool Replacement Criteria, that being age, high mileage, excessive costs from repairs or dependability.

The Motor Pool 5-year Vehicle Replacement Schedule projected an expenditure of \$495,000 for the purchase of 12-vehicles in fiscal year 2012/2013; the bids received for these 4 vehicles purchased totaled \$84,347.21. There is a balance of \$205, 652.79 to purchase the remaining vehicles for this fiscal year.

Any vehicle that is scheduled to be replaced will be evaluated and may ultimately replace an older vehicle currently being utilized by various county departments as in-county transportation. The remaining vehicles will be sold through the sealed bid and the auction process.

**ALTERNATIVES:**      Your Board approved the expenditure of \$295,000 for the purchase of vehicles for fiscal year 2012/2013. Your Board could choose not to award the bids and not purchase these vehicles at this time. It is not Staff's recommendation due to the fact that Motor Pool personnel have evaluated these vehicles and have determined that these vehicles meet or exceed the Motor Pool Replacement Policy criteria, that being high mileage, age and/or excessive repairs.

**FINANCING:**      The vehicles recommended for purchase by Motor Pool has been included in the Department requested 2012/2013 budget object code 5655.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR /CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>   Approved: <u>YES</u> Date <u>10-15-12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved : _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  \_\_\_\_\_ Date: 10-15-2012  
 (Not to be signed until all approvals are received)

## ATTACHMENT A

VEHICLES	DEPARTMENT	VENDOR	COST
(1) 2013 HALF TON 4X4 TRUCK	BUILDING & SAFETY	Eastern Sierra Motors	\$26,745.62
		Wondries Fleet Grp	\$27,444.84
		Perry Motors	No Bid
		Raceway Ford	No Bid
		Rotolo Chevrolet	No Bid
		Cerritos Dodge	No Bid
		Towne Ford Sales	No Bid
(1) 2013 TRANSIT CONNECT VAN	BUILDING & MAINT	Eastern Sierra Motors	\$23,212.85
		Wondries Fleet Grp	\$23,450.84
		Perry Motors	No Bid
		Raceway Ford	No Bid
		Rotolo Chevrolet	No Bid
		Cerritos Dodge	No Bid
		Towne Ford Sales	No Bid
(2) 2013 COMPACT SEDANS	HHS	Eastern Sierra Motors	\$17,194.37
		Wondries Fleet Grp	\$21,910.00
		Perry Motors	No Bid
		Raceway Ford	No Bid
		Rotolo Chevrolet	No Bid
		Cerritos Dodge	No Bid
		Towne Ford Sales	No Bid



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

For Clerk's Use Only:  
AGENDA NUMBER

5

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

**FROM:** Child Support Services

**FOR THE BOARD MEETING OF:** October 30, 2012

**SUBJECT:** Approval of Amendment to Court Reporter Contract

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the Amendment number 2 for court reporter services between the Eastern Sierra Child Support Services Department and Kristy Keener.

**SUMMARY DISCUSSION:**

The Superior Courts in Inyo or Mono Counties do not provide for court reporter services in child support hearings. In order to bring increased legitimacy to the hearings and create a record of the hearings for appeal or other purposes, Eastern Sierra Child Support began contracting with a court reporter as of December 2011 for the Inyo County Superior Court child support calendars in Bishop and Independence.

Due to consolidated child support court calendaring in both counties, the agency has the opportunity to expand the existing contract to include Mono county court cases. The proposed Amendment would augment the existing contract to provide for court reporter services for the Mono County Superior Court cases in Mammoth Lakes.

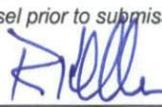
**ALTERNATIVES:**

Your Board could choose to not approve the proposed Amendment. However, it is not staff's recommendation to do so as this would impede our ability to maintain an accurate record of legal proceedings.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:** Contingent upon the Board's approval and adoption of the 2012/2013 Child Support Budget 022501 Object Code 5265. No county General Funds.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>        </u> Date <u>10-15-12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>        </u> Date <u>        </u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>        </u> ✓ Date <u>10/17/12</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 10/14/12

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Kristy Keener  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Kristy Keener \_\_\_\_\_, of Bishop, CA  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated October 24, 2011, on County of Inyo Standard  
Contract No. 117, for the term from October 1, 2011 to June 30, 2013.

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

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

County and Contractor hereby amend such Agreement as follows:

Contractor will also provide court reporting services to Mammoth Lakes Mono County Superior Court Child Support cases  
located in Mammoth Lakes, California.

To the extent contractor performs services in Mammoth Lakes, CA prior to the effective date of this Amendment, such services  
are ratified and payable under this Amendment.

The Schedule of Fees (Attachment B) is modified to read as follows:

Contractor will be paid \$200.00 (two hundred Dollars) for each 1/2 day of four (4) hours of court reporting.

Contractor will be paid for mileage at the current IRS rate to court reporting venues from her home in Bishop, CA.

In the event court reporting extends beyond 4 hours in any court setting, County agrees to compensate contractor at the rate of  
\$15.00 per 15 minute increment thereafter.

The effective date of this Amendment to the Agreement is 10/02/12.

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

AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Kristy Keener  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: [Signature]  
Dated: 9/21/12

CONTRACTOR

By: [Signature]  
Signature  
KRISTY R. KEENER  
Type or Print  
Dated: 09/21/2012

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]  
County Risk Manager

# Court Reporters Professional Liability



## LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

### DECLARATIONS

### COURT REPORTERS PROFESSIONAL LIABILITY CLAIMS-MADE POLICY

**NOTICE: THIS IS A CLAIMS-MADE POLICY, PLEASE READ THE POLICY CAREFULLY. THE POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE.**

Policy Number: CRE-105086001

Renewal of:

Item					
1.	<b>Named Insured: Kristy R. Keener</b>  <b>Address: 2290 Baskerville Avenue Bishop, CA 93514</b>				
2.	<b>Policy Period: 12:01 A.M. Standard Time At Location of Designated Premises</b>		<b>From: 08/01/2012</b>	<b>To: 08/01/2013</b>	
3.	<b>COVERAGE</b>		<b>LIMITS OF LIABILITY</b>		<b>PREMIUM</b>
	Court Reporters Professional Liability	\$1,000,000 each Claim	\$1,000,000 Aggregate	Premium:	\$302.00
	Deductible	\$0 each Claim		Total Premium:	\$302.00
4.	The Insured is engaged in practice as a COURT REPORTER				
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s): CRP-2013 (11/09), CRP-3003 (11/09), CRP-9000-CA (11/09), OFAC (08/09)				
6.	<b>REPRESENTATIVE:</b>	<b>Agent or Broker:</b>	<b>Marsh U.S. Consumer a service of Seabury &amp; Smith, Inc.</b>		
		<b>Office Address:</b>	<b>12421 Meredith Drive Urbandale, IA 50398</b>		



**PERSONAL AUTO  
POLICY DECLARATION**

**RENEWAL**  
EFFECTIVE 05/05/12  
**Account:**  
21ST CENTURY INSURANCE  
**Customer Service Center:**  
21st CENTURY INSURANCE  
21ST CENTURY PLAZA  
P.O. BOX 15510  
WILMINGTON, DE 19850-5510

Named Insured and Mailing Address

KRISTY R KEENER  
2290 BASKERVILLE AVE  
BISHOP, CA 93514-1908

Policy No: 174 04 45  
Policy Period: From 05/05/12  
To: 11/05/12 12:01 AM Standard Time

Vehicle(s) and Driver(s)							
Veh	Year	Make/Model	Vehicle ID Number	Use	Vehicle Discounts/Comments	Zip	Mileage
1	93	VOLVO 850	YV1LS5518P2041943	P	MCD	93514	1,000
2	05	FORD ESCAPE XLT	1FMYU93105KC11349	B	MCD	93514	11,294
				ADDITIONAL VEH			

Veh	Rated Driver	Years Licensed	Tickets	Chargeable Accidents	Driver Discounts
2	KRISTY KEENER	41	0		GDD\SD5

COVERAGE IS PROVIDED WHERE A PREMIUM AND A LIMIT OF LIABILITY ARE SHOWN FOR THE COVERAGE

Coverage	Limit of Liability		Premium	
	Veh 1	Veh 2	Veh 1	Veh 2
A. Bodily Injury Liability Includes \$0.90 per vehicle fraud fee	\$100,000 \$300,000	each person each accident	\$ 94.00	\$ 33.00
B. Property Damage Liability	\$100,000	each accident	\$ 43.00	\$ 70.00
C. Excess Medical Payments	\$5,000	each person	\$ 12.00	\$ 15.00
Uninsured Motorist	\$100,000	each person		
D. Bodily Injury	\$300,000	each accident	\$ 22.00	\$ 30.00
<b>DAMAGE TO YOUR VEHICLE</b>	Veh 1	Veh 2		
Actual Cash Value Less Deductible	Ded.	Ded.		
E. Comprehensive		\$250	- No Covg-	\$ 57.00
F. Collision		\$500	- No Covg-	\$ 96.00
Uninsured Motorist D1. Property Damage	\$3500 MAX		\$ 5.00	- No Covg-
G. Roadside Assistance	\$75	each disablement	Included	Included
Rental Reimbursement	Per day max	\$25 \$750	\$ 0.00	\$ 21.00
J. Additional Equipment The first \$1000 is automatically included with coverage E or F. Additional coverage is optional.	Included Additional Total	\$1,000  \$1,000	\$ 0.00	\$ 0.00
<b>Total Premium Per Vehicle</b>			\$ 176.00	\$ 322.00
If the installment bill plan is used, a service charge may apply.			<b>Total Premium</b>	\$ 498.00

Endorsement(s)/Agreement(s) Applicable:

FPN-a 0711 TCU-1 (01/09)r  
TCU511CA (02/11) TCU531CA (02/12)  
TCE751CA (01/09) AU CWF9 1011

Loss Payee (LP), Additional Insured (AI)  
Veh 2 LP ALTA ONE FCU

Drivers Not Rated

**THE FOLLOWING FEE(S) MAY APPLY:**  
LATE: \$5.00 PAYMENT RETURNED (NSF): \$10.00  
CANCEL: \$50.00 INSTALLMENT BILL PLAN SERVICE CHARGE: \$4.00

*AM Royd*  
Vice President

03/29/12

WHEN ATTACHED TO THE PERSONAL AUTO POLICY, THESE DECLARATIONS COMPLETE THE POLICY AND REPRESENT THE CURRENT STATUS OF YOUR COVERAGES AND LIMITS OF LIABILITY.

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# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 17<sup>th</sup> day of *April*, 2012 an order was duly made and entered as follows:

CSS/Keener  
Contract  
Amendment

Moved by Supervisor Arcularius and seconded by Supervisor Cash to approve Amendment No. 1 to the Contract between the County of Inyo and Kristy Keener for Court Reporter services to increase the amount of the Contract by \$10,000 to an amount not to exceed \$20,000, and extending the ending date of the Contract from September 30, 2012 to June 30, 2013, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 17<sup>th</sup>

Day of April 2012



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisors

By:

*Patricia Gunsolley*  
Patricia Gunsolley, Assistant

<b>Routing</b>	
CC	_____
Purchasing	_____
Personnel	_____
Auditor	_____
CAO	_____
Other	<i>Chris Support</i>
DATE: April 24, 2012	



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

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

6

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

**FROM:** Kammi Foote, Inyo County Clerk & Registrar of Voters

**FOR THE BOARD MEETING OF:** October 30, 2012

**SUBJECT:** Appointment of Nominees in Lieu of Election- November 6, 2012 Presidential General Election

**DEPARTMENTAL RECOMMENDATION:**

1. Appoint the nominees listed on the attached *Clerk's Certificates* to the office of Director in the various special districts.
2. Appoint any qualified person to office, as indicated on the *Clerk's Certificate* for the Inyo Mono Conservation District, on or before November 20, 2012. (Last regular meeting prior to the Monday before December 1<sup>st</sup>.) One remaining vacancy to be filled due to insufficient declarations of candidacy filed; see Clerk's Certificate attached for recommendation.
3. The County Clerk-Recorder/Registrar of Voters will issue the "*Certificate of Appointment and Oath of Office*" documents to the respective appointees.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

An election is scheduled for November 6, 2012 to elect directors in various special districts in Inyo County. California Elections Code Section 10515 provides for appointment by the Board of Supervisors if the number of persons filing a declaration of candidacy is equal to or less than the number of offices to be filled or when no person(s) filed a declaration of candidacy for any office.

The County Clerk-Recorder/Registrar of Voters submits *Clerk's Certificates* (attached) and requests that the Board of Supervisors appoint the nominees as listed. The County Clerk-Recorder/Registrar of Voters will issue the "*Certificate of Appointment In Lieu of Election and Oath of Office*" to each nominee. Each person so appointed shall take the official oath and execute any bond required by the principle Act of the district and take office at noon on the first Friday in December (December 7, 2012).

**ALTERNATIVES:** Not appoint Nominees in Lieu of Election, which would be contradictory to Elections Code §10515 and would result in **vacancies in the Districts.**

**OTHER AGENCY INVOLVEMENT:** Not applicable

**FINANCING:** No impact

**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date:

10/22/18

**★ CLERK'S CERTIFICATE ★**  
**PRESIDENTIAL GENERAL ELECTION**

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2012 Presidential General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2012. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Southern Inyo Healthcare District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three** 4-year terms.
3. The names of the persons submitting Declarations of Candidacy are:  
**Mary Kemp – Zone 1 – 4-year      Albert Berry – Zone 3 – 4-year**  
**Steven Davis – Zone 5 – 4-year**
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

**Mary Kemp – Zone 1 – 4-year      Albert Berry – Zone 3 – 4-year**  
**Steven Davis – Zone 5 – 4-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

**None**

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 22<sup>nd</sup> day of October, 20 12.

Kammi Foote  
Inyo County Clerk/Registrar of Voters

By: [Signature]  
Elections Clerk



**★ CLERK'S CERTIFICATE ★**  
**PRESIDENTIAL GENERAL ELECTION**

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2012 Presidential General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2012. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Northern Inyo County Local Hospital District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:  
**John A. Ungersma – Zone 1 – 4-year term      Denise M. Hayden – Zone 2 – 4-year term**  
**D. Scott Clark – Zone 4 – 4-year term**
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

**John A. Ungersma – Zone 1 – 4-year term      Denise M. Hayden – Zone 2 – 4-year term**  
**D. Scott Clark – Zone 4 – 4-year term**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

**None**

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 22nd day of October, 20 12.

Kammi Foote  
Inyo County Clerk/Registrar of Voters  
By: \_\_\_\_\_  
Elections Clerk



★ **CLERK'S CERTIFICATE** ★  
**PRESIDENTIAL GENERAL ELECTION**

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2012 Presidential General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2012. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Bishop Unified School District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:

**Eric Richman – 4-year**  
**Trina Orrill – 4-year**

4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

**Eric Richman – 4-year**  
**Trina Orrill – 4-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is **No** remaining vacancy to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling the vacancy and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

**None**

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS:

**None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 22nd day of October, 20 12.

Kammi Foote  
Inyo County Clerk/Registrar of Voters

By: [Signature]  
Elections Clerk



0110

**★ CLERK'S CERTIFICATE ★**  
**PRESIDENTIAL GENERAL ELECTION**

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2012 Presidential General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2012. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Death Valley Unified School District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms,
3. The names of the persons submitting Declarations of Candidacy are:  
  
**Crystal J. Aldrich – 4-year**  
**Ethel L. Messer – 4-year**
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

**Crystal J. Aldrich – 4-year**  
**Ethel L. Messer – 4-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT  
**None**

FILED DECLARATION OF CANDIDACY WHICH WAS  
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 22<sup>nd</sup> day of October, 20 12.

Kammi Foote  
Inyo County Clerk/Registrar of Voters  
By: \_\_\_\_\_  
Elections Clerk



**★ CLERK'S CERTIFICATE ★**  
**PRESIDENTIAL GENERAL ELECTION**

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2012 Presidential General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2012. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Lone Pine Unified School District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:  
**Susan Kay Patton – 4-year**                      **Marjianne Yonge – 4-year**
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

**Susan Kay Patton – 4-year**

**Marjianne Yonge – 4-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is still **No** remaining vacancy to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling the vacancy and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT  
**None**

FILED DECLARATION OF CANDIDACY WHICH WAS  
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 27<sup>nd</sup> day of October, 20 12.

Kammi Foote  
Inyo County Clerk/Registrar of Voters  
By: [Signature]  
Elections Clerk



★ CLERK'S CERTIFICATE ★  
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2012 Presidential General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2012. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Round Valley Joint Elementary School District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **one** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:  
**Stacy Sparrow – 4-year**
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

**Stacy Sparrow – 4-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT  
**None**

FILED DECLARATION OF CANDIDACY WHICH WAS  
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 22nd day of October, 20 12.

Kammi Foote  
Inyo County Clerk/Registrar of Voters  
By: \_\_\_\_\_  
Elections Clerk



★ CLERK'S CERTIFICATE ★  
PRESIDENTIAL GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2012 Presidential General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2012. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Inyo-Mono Resource Conservation District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:  
**Dave Doonan – 4 year**
4. The number of vacancies remaining is: **One**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

**Dave Doonan – 4 year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are still **one** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **Thomas R. Noland**  
**short valid nomination signatures**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 22<sup>nd</sup> day of October, 20 12.

Kammi Foote  
Inyo County Clerk/Registrar of Voters  
By:   
Elections Clerk

Elections Clerk





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

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

For Clerk's Use  
Only:

AGENDA NUMBER

7

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 30, 2012

SUBJECT: Resolution and Notice of Completion for the Shoshone Sheriffs' Trailers HVAC Installation Project.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Recommend the Board approve the resolution accepting the improvements for the Shoshone Sheriffs' Trailers HVAC Installation Project; and
2. Authorize the recording of a Notice of Completion for the Shoshone Sheriffs' Trailers HVAC Installation Project.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** Clemmer Services, Inc. of Barstow, California recently completed construction of the Shoshone Sheriffs' Trailers HVAC Installation Project. The primary objective of the project was to provide refrigerated air conditioning for the resident Sheriff Deputies in Shoshone because the evaporative cooling is not effective when the humidity is high. The project consisted of installing coils in the existing furnace and an external condenser unit and other parts and accessories. Two bids were received for the project, the lowest bid was less than the engineers estimate for the project.

The total construction contract amount for the Shoshone Sheriffs' Trailers HVAC Installation Project is \$9,915.00. The total final cost of the project, including construction, construction engineering and oversight, is estimated at \$12,000. The project is funded through the County Deferred Maintenance Budget.

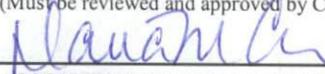
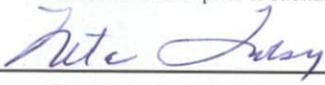
On October 12, 2012 the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the director is requesting that the Board adopt the attached resolution, which accepts the completed improvements and authorizes the Public Works Director to record a notice of completion for the project, which formally accepts the work.

The notice of completion limits the time periods for claims and establishes the date the contractor is paid the remaining funds due under the contract (the retention).

**ALTERNATIVES:** The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the notice of completion could not be filed. Choosing not to approve the resolution is not recommended because it will extend the time period during which stop notices can be submitted and will delay the release of retention to the Contractor.

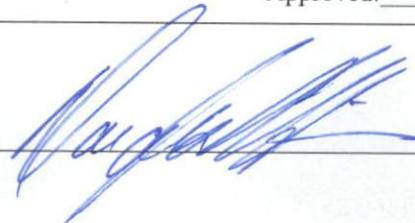
**OTHER AGENCY INVOLVEMENT:** County Counsel has reviewed the resolution. The County Auditor's office will pay the retention currently being withheld.

**FINANCING:** The funds for this project will be provided through the County's Deferred Maintenance Budget 011501, Object Code 5191, Maintenance of Structures.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>10/18/12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>10/19/12</u>
PERSONNEL DIRECTOR <u>NA</u>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 10-22-12

**RESOLUTION # 2012 -**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION  
FOR THE SHOSHONE SHERIFFS' TRAILERS HVAC INSTALLATION  
PROJECT**

**WHEREAS**, Doug Wilson, Interim Director of Public Works for the County of Inyo, has determined that the Shoshone Sheriffs' Trailers HVAC Installation Project has been completed by Clemmer Services, Inc. in accordance with the Project Plans and Specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Shoshone Sheriffs' Trailers HVAC Installation Project.

Passed, approved and adopted this \_\_\_\_\_<sup>th</sup> day of October, 2012 by the following vote:

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

---

Chairperson, Board of Supervisors

**ATTEST:**

Kevin Carunchio, Clerk

by \_\_\_\_\_  
Assistant Clerk to the Board

**RECORDING REQUESTED BY  
AND TO BE RETURNED TO:**  
County of Inyo  
c/o Interim Director of Public Works  
Public Works Department  
168 No. Edwards Street  
PO Drawer Q

Independence, CA 93526

**RECORDING REQUESTED BY  
AND TO BE RETURNED TO:**

County of Inyo  
c/o Interim Director of Public Works  
Public Works Department  
168 No. Edwards Street  
PO Drawer Q  
Independence, CA 93526

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Shoshone Sheriffs' Trailers HVAC Installation Project, on the property hereinafter described was completed on October 12, 2012 and was accepted by the Inyo County Board of Supervisors on October 30, 2012.
2. The property on which the Shoshone Sheriffs' Trailers HVAC Installation Project has been completed and located is on the Grounds of the County Complex, Shoshone, California, located at #1 and #2 Law Lane.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the trailers where the work occurred, located at #1 & #2 Law Lane, Shoshone, California.
4. The undersigned Doug Wilson is the Interim Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted October 30, 2012 by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Shoshone Sheriffs' Trailers HVAC Installation Project pursuant to contract with the owner is Clemmer Services, Inc.

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

COUNTY OF INYO

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

By: \_\_\_\_\_  
Doug Wilson, Interim Director of Public Works





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

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

For Clerk's Use  
Only:

AGENDA NUMBER

8

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 30, 2012

SUBJECT: Approval of the Interim Exhibit 9-B Local Agency Disadvantaged Business Enterprise (DBE) Annual Submittal Form.

**DEPARTMENTAL RECOMMENDATIONS:** The Public Works Department recommends that the Board approve the Interim Exhibit 9-B Local Agency DBE Annual Submittal Form for the 2012/2013 federal fiscal year, and authorize the chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The county is required to adopt and implement a Disadvantaged Business Enterprise (DBE) Program as a condition of receiving funds for all federal-aid transportation projects. The DBE Program follows the policies and format required by the California Department of Transportation (Caltrans), which oversees federally funded transportation projects.

This year, The United States Department of Transportation informed Caltrans that the DBE program waiver granted on August 7, 2008 has been rescinded. The waiver allowed race-conscious (RC) contract goals to be limited to only four DBE groups as Underutilized DBEs (UDBEs). With rescission of the waiver, contract goals for federally funded projects must include all DBE groups, not just UDBEs.

In order to comply with these DBE requirements, an Interim Exhibit 9-B Local Agency DBE Annual Submittal Form must be submitted to Caltrans Office of Local Assistance. Exhibit 9-B outlines the measures that the County must commit to in order to comply with the requirements of the DBE Program. These measures include the County's planned race-neutral measures, prompt pay enforcement mechanism, the use of specific clauses in county contracts for federal aid projects, and designation of a DBE Liaison Officer.

Although Caltrans does not require submittal of an overall DBE Goal or Annual Anticipated DBE Participation Levels (AADPL) as in previous years, the county must develop contract-specific DBE goals when advertising for contractors or consultants for federally funded transportation projects. The DBE goal for a specific contract is based on the total percentage of the dollar value of work potentially available to DBE contractors and subcontractors within Inyo County's market area. The successful bidder for the project must demonstrate that the company can meet the contract goal for the project, or submit adequate good-faith effort documentation that DBE subcontractor participation was actively solicited for the project. If this requirement is not met, the project will not be eligible for reimbursement by federal funds. The successful bidder to whom a contract for the project is awarded must then submit records documenting the dollar value of DBE participation.

Therefore, the county is required to approve the attached Interim Exhibit 9-B Local Agency DBE Annual Submittal Form. This formally acknowledges the county's commitment to implement the Caltrans DBE program. The agreement contains a policy statement describing the objectives of the program and outlining responsibilities for its implementation.

**ALTERNATIVES:**

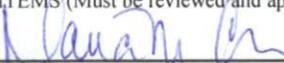
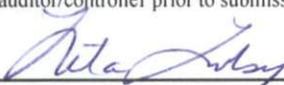
The Board could choose not to approve the Interim Exhibit 9-B Local Agency DBE Annual Submittal Form. This is not recommended because it would prevent the county from being able to participate in federally funded transportation projects, such as the Sunland Drive Bicycle Lanes and Reconstruction Project and the Ed Powers Bicycle Lanes Project.

**OTHER AGENCY INVOLVEMENT:**

The Interim Exhibit 9-B Local Agency DBE Annual Submittal Form Both been reviewed and tentatively approved by Caltrans District 9. Caltrans will formally approve (sign) Exhibit 9-B after it has been approved by the board.

**FINANCING:**

The cost of preparing Exhibit 9-B is eligible for reimbursement with State Transportation Improvement Project Planning, Programming, and Monitoring funds. Expenditures will be paid out of Budget Unit 504605 (Transportation & Planning) Object Code 5124 (External Charges), which will reimburse Budget Unit 011500 (Public Works) Object Code 4824 (Intergovernment Charges) for the cost of staff time to prepare Exhibit 9-B. The cost of developing the contract-specific UDBE goals will be reimbursed with funds allocated to the appropriate federally funded project.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/11/12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/17/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 Date: 10-17-12

## INTERIM EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM

TO: CALTRANS DISTRICT 9  
Ryan Dermody - District Local Assistance Engineer

The information for Exhibit 9-B is presented herein, in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan.

The County of Inyo submits our annual 9-B information for the Federal Fiscal Year 2012/2013, beginning on October 1, 2012 and ending on September 30, 2013.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

Lynn M. Flanigan  
P.O. Drawer Q  
168 N. Edwards St.  
Independence, CA 93526  
Telephone: 760-878-0347  
Fax: 760-878-2001  
lflanigan@inyocounty.us

Planned Race Neutral Measures

Race-neutral measures include the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, if appropriate, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing technical assistance and other services;
3. Making available information on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of interested subcontractors on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors;
4. Ensuring distribution of the county's subcontractor list to the widest extent feasible to potential prime contractors;
5. Informing small businesses of Caltrans website <http://www.buildcalifornia.org> for the California Construction Contracting Program training to assist small businesses in being successful at bidding and winning Caltrans and local agency construction contracts.
6. Posting Notices Inviting Bids and bid packages on the county website.
7. Posting a link to "Public Works and Road Projects Expected to Advertise Soon" on the county website.

Prompt Pay

Federal regulation (49 CFR 26.29) requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. (Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

---

## Prompt Payment of Withheld Funds to Subcontractors

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

*Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.*

- No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors
- No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30-days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Pay Enforcement Mechanism

49 CFR, Part 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause with the local agency's prior written approval. **Please briefly describe the monitoring and enforcement mechanisms in place to ensure that all subcontractors, including DBEs, are promptly paid.**

- The county's contract document requires that each subcontract contain the same provisions as the contract between the county and the contractor.
- The county's contract documents contains a "Prompt Progress Payment to Subcontractors" clause:  

"A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.
- Prompt Payment Provision No. 3 is included in its entirety in the county's contract documents.

\_\_\_\_\_  
(Signature )

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marty Fortney, Chairperson  
County of Inyo Board of Supervisors

\_\_\_\_\_  
760-938-2663  
Phone Number

\_\_\_\_\_  
(Signature of Caltrans District Local Assistance Engineer [DLAE])

\_\_\_\_\_  
Date

**Distribution:** (1) Original - DLAE  
(2) Signed copy by the DLAE - Local Agency

DBE Annual Submittal Form (07/ 1/10)



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

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

For Clerk's Use Only:
AGENDA NUMBER
9

FROM: Road Department

FOR THE BOARD MEETING OF: October 30, 2012

SUBJECT: Road Closure on Old Hwy 127 in Shoshone, November 04, 2012 from 11:00 AM to 4:00 PM.

**DEPARTMENTAL RECOMMENDATIONS:**

Approve the closure of Old Hwy 127 the day of November 04, 2012 for the purpose of a Shoshone Days activities throughout the town of Shoshone, The closure is described in the attached drawing.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The applicant, The Shoshone Village has submitted a Special Event Permit Application, and is requesting permission to close the Road for Shoshone Days activities.

The applicant indicates that the road will have a closure on the entrance but access will still be available via exit and will not actually be closed to all traffic.

**ALTERNATIVES:**

The Board could choose not to approve the Road Closure and the residents will have to make other arrangements for the Shoshone Days activities.

**OTHER AGENCY INVOLVEMENT:**

(1) Inyo County Sheriffs Office.

**FINANCING:**

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) <i>R. Miller</i> Approved: <input checked="" type="checkbox"/> Date: <u>10-24/12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) NA Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) NA Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*L. M. G. G.* Date: 10/25/12



**ROAD DEPARTMENT**  
 P.O. DRAWER Q - 168 N. EDWARDS STREET  
 INDEPENDENCE, CA 93526  
 PHONE: (760) 878-0201  
 FAX: (760) 878-2001

**COUNTY  
 OF  
 INYO**

Doug Wilson, Interim Road Commissioner  
 Robert Brown, Road Superintendent

*(For County Use Only)*  
 Permit #:  
 Fee:  
 Receipt:  
 Issue Date:  
 Expires:  
 By:

**APPLICATION FOR A SPECIAL EVENT PERMIT**

Shoshone Delvel 10-22-12  
 Applicant/Permittee Date  
P.O. Box 67 Andia Kampen  
 Address Contact Person  
Shoshone, Ca 760 852 4224  
92384 760 852-4250  
 Phone  
villagecentral @ shoshonevillage.com 760 852-4250  
 Fax  
 PARADE ( ) DANCE ( ) RACE ( ) OTHER

DESCRIBE THE EVENT IN DETAIL. INCLUDE MAP OR DRAWING.

Shoshone Days - event will be in  
the entire town of Shoshone

NAME OF ROAD (S) OR INYO COUNTY PROPERTY: old Hwy 127

REQUESTED DATE (S) OF PERMIT: 11-4-12

ROAD CLOSURE: YES  NO ( ) HOURS: 11 am/pm to 4 am/pm on 11/4/12

TRAFFIC CONTROL NEEDED: YES  NO ( )

*(TRAFFIC CONTROL SHALL BE PROVIDED BY CHIP OR INYO COUNTY SHERIFF)*

SPECIAL CONDITIONS:

close on entrance of road.  
Road can still be entered from other end,

**LIMITATION OF INYO COUNTY'S LIABILITY**

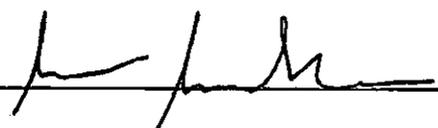
The County of Inyo, its officers, agents and employees, including but not limited to the Director of Public Works, shall not be answerable, accountable or liable in any manner for injury to, or death of, any person resulting from activities conducted pursuant to this Permit, including but not limited to injuries to the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or any other person, or for damage to property from any cause.

Permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgements, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the use of the facilities or the activities of Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees. Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of the Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable, except such loss or damage which is caused by the sole active negligence or willful misconduct of the County.

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

**ACKNOWLEDGMENT AND AGREEMENT OF PERMITTEE**

Permittee has read and understands this permit application form and the terms and conditions herein and, as a condition of receiving the permit, agrees to the same.

PERMITTEE SIGNATURE:  DATE: 10-22-12  
*County use only below this line*

INSURANCE APPROVED: YES ( ) NO ( )

ATTACHMENTS: \_\_\_\_\_

COPIES TO: \_\_\_\_\_  
THIS PERMIT IS TO BE STRICTLY ENFORCED AND NO OTHER ENCROACHMENT OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED.

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PERMIT NUMBER \_\_\_\_\_

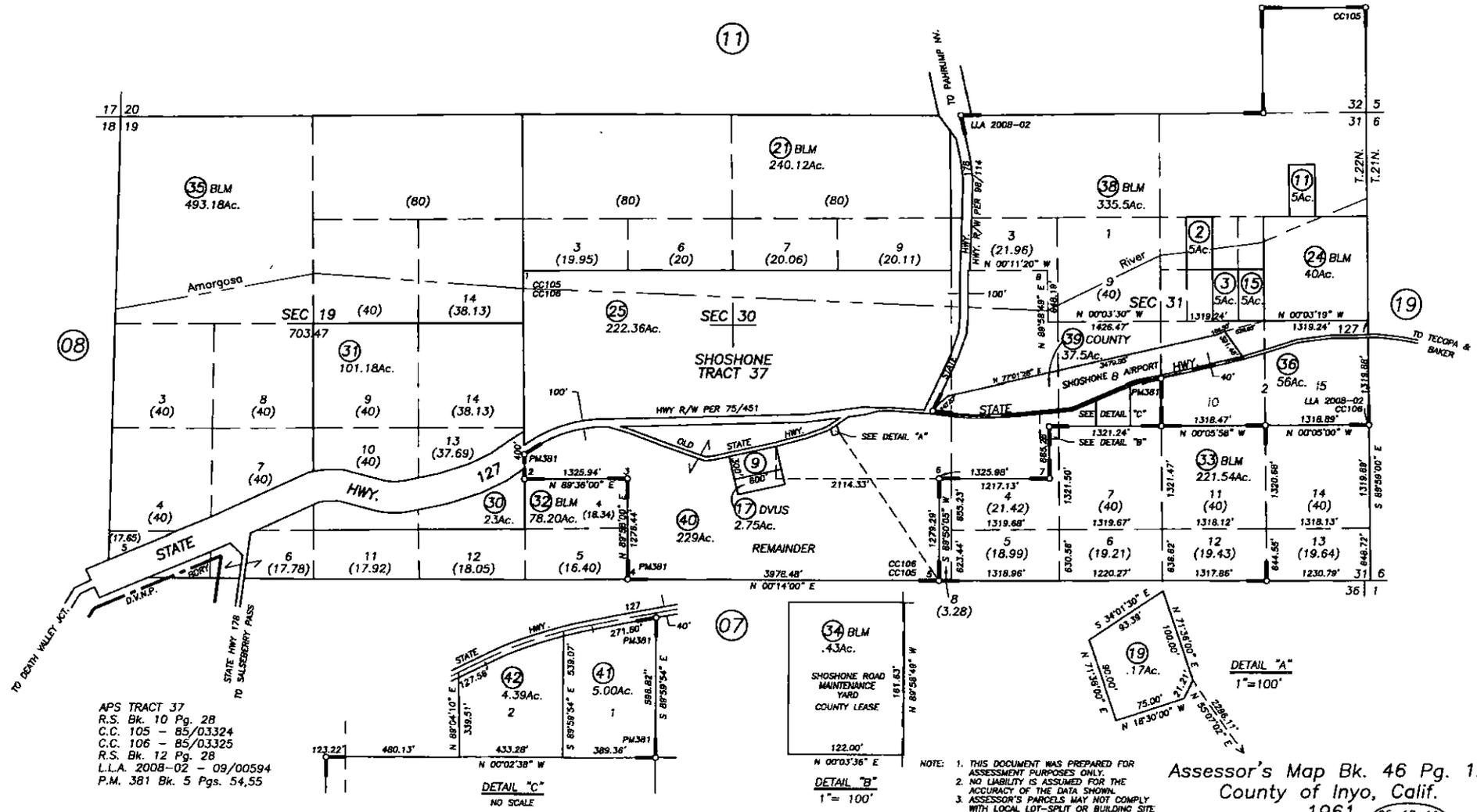
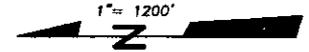
Z:\ENGINEERING\Road Department\PERMITS\Special Event\ROAD-SE-APP-rev-7-25-11.doc

09-23-91  
 12-31-01  
 03-12-09  
 10-30-09  
 02-04-11  
 05-18-11

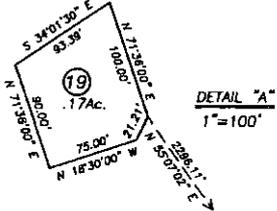
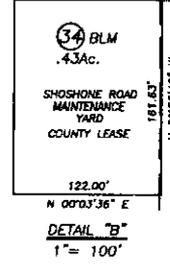
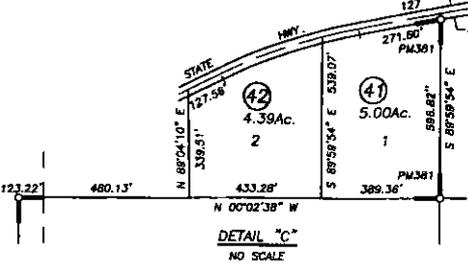
SEC. 19,30,31 & POR. SEC. 32 T.22N., R.7E., S.B.B. & M.

TAX RATE AREA  
 56-010

46-12



APPS TRACT 37  
 R.S. Bk. 10 Pg. 28  
 C.C. 105 - 85/03324  
 C.C. 106 - 85/03325  
 R.S. Bk. 12 Pg. 28  
 L.L.A. 2008-02 - 09/00594  
 P.M. 381 Bk. 5 Pgs. 54,55



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

Assessor's Map Bk. 46 Pg. 12  
 County of Inyo, Calif.  
 1961

05-18-11  
 02-04-11



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

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

For Clerk's Use  
Only:

AGENDA NUMBER

10

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 30, 2012

SUBJECT: Award of Contract for the Bishop Library Re-roofing Project

**DEPARTMENTAL RECOMMENDATIONS:**

1. Award the Contract for Bishop Library Re-roofing Project to Graham Prewitt Inc. of Fresno, CA in an amount of \$89,950.00,
2. Authorize the Board Chairperson to sign the contract, contingent upon the appropriate signatures being obtained, and
3. Authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

At the September 25<sup>th</sup> Board meeting, the Public Works Department received authorization from your Board to advertise, bid and the Interim Public Works Director to award the contract for re-roofing of the Bishop Library if the bids were within the project budget, which includes re-roofing and minor asbestos abatement. The Bishop Library roof has been leaking for many years. Unfortunately, the bids came in above the projected estimates.

Three bids for the Re-roofing Project were opened on October 15, as included in the Board package. The bids have been reviewed by County Counsel and are responsive to the bid documents. Graham Prewitt Inc. provided the lowest base bid of \$89,950, which is 16% more than the Engineer's estimate of \$75,600. The Public Works Department is recommending that the Board award the base bid to Graham Prewitt Inc. despite the fact that it is greater than the Engineer's Estimate for the work.

We recommend this because there may have been a combination of factors that impacted the bids for the re-roofing. After the project went out to bid, additional asbestos containing materials were identified in the roofing materials that will be removed. Even though the asbestos content is low enough to be handled at the landfill without restrictions, it added restrictions for the workers removing it and increased the removal costs. An addendum was issued requiring this additional abatement. In addition, increased petroleum prices affect the cost of raw materials as well as transportation. Our estimate may have also been skewed by recent low bids from contractors who may have bid below market value and did not bid on this project, one of whom is now in bankruptcy. The Public Works Department feels that it is unlikely that a lower bid would be received if the project is re-scoped and re-bid. Also, there is sufficient funding within the Deferred Maintenance Budget to complete the work.

The Department is evaluating the possibility of using a different base sheet for the roofing. If the substitution is deemed appropriate, a reduced cost change order will allow the project cost to be lowered by approximately \$3,500. This substitution will not affect the 20 year warranty for the roofing or the overall quality and integrity of the project..

As your Board may be aware, in addition to meeting the legal obligation of advertising projects in the local newspaper, the Public Works Department sends the plans and specifications for its projects to plan clearing houses throughout the state in order to garner as much bidder attention as possible. Graham Prewitt Inc. received our advertising and submitted a bid for the project.

Inyo's contracting preferences for local and small business enterprises (County Ordinance No. 1156) applies to the project. Regarding the contracting preferences, no local business submitted a bid for the project and only one local company took out plans. Graham Prewitt Inc. will be using a material supplier which is registered as a Small Business Enterprise; neither of the other bidders met the qualifications as either a local business or small business enterprise.

**ALTERNATIVES:**

Your Board could choose to not award the contract to Graham Prewitt Inc. and re-bid the project. This is not recommended, because the bid price for the project is within a reasonable range of the Engineer's Estimate and the roof needs to be replaced. Your Board should also be aware that further delay in re-roofing could possibly damage the library building or its contents, which is another reason we recommend awarding the bid for the project.

**OTHER AGENCY INVOLVEMENT:**

County Counsel's Office for review of the bid documents and approval of the contract.  
 The Auditor's Office for approval of the contract and payments to the contractor.  
 The Public Works Department for contract administration.

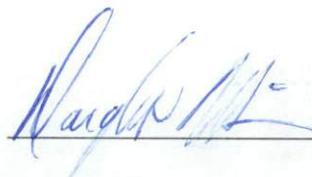
**FINANCING:**

The project has been budgeted in the FY 2012/2013 Deferred Maintenance Budget, Budget Unit 011501, Object Code ~~5700~~; construction in progress.  
 5640 LC

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/23/12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>10/23/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <u>NA</u> Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 10-23-12

**COUNTY OF INYO BID TABULATION**

Project Title & Bid No. Bishop Library Re-Roofing

Bid Opening Date: 10-15-12 Location: County Admin. Center

	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bond
1.	D & D Roofing + Sheet.	\$ 119,296.00			✓
2.	Best Contracting Ew. Inc.	\$ 99,980.00			✓
3.	Graham Perrett, Inc.	\$ 89,950.00			✓
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Opened By: Patricia Bunsell

Present: Paul Hancock

\_\_\_\_\_

\_\_\_\_\_





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

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

11

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** October 30, 2012

**SUBJECT:** Contract Amendment and Change Order with Southern California Edison for work on the Cost Energy and Service Efficiencies Action Plan.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board of Supervisors:

- Approve the First Amendment extending the dates of the current contract until March 31, 2013 or a later date as determined by the California Public Utilities Commission, and authorize the Chair to sign; and,
- Approve Change Order No. 1 amending the dates for project deliverables, per the existing scope of work, to December 31, 2012 or a later date as determined by the California Public Utilities Commission, and authorize the Chair to sign.

**SUMMARY DISCUSSION:**

The Cost Energy and Services Efficiencies Action Plan project was awarded to the County in January 2011. Due to delays in the development of the original contract, the actual work began 6-months later than the contract effective date (January 25, 2011). Because of the delays in starting with their local government partnership programs, Southern California Edison staff has provided the First Amendment extending the term of the contract to March 31, 2013 and Change Order No. 1 extending the due dates for current work to December 31, 2012. This will allow the local agencies, including Inyo County, additional time to complete the tasks as outlined in the current statement of work. Both agreements, however, contain provisions which would extend both the termination date and the due date for the deliverables, based on action taken by the California Public Utilities Commission ("CPUC") on a request by Edison for a contract extension to December 31, 2014.

It is anticipated that the CPUC will take action on Edison's request on November 8, 2012. If the CPUC grants the request, the contract between the County and Edison will be extended to December 31, 2014. This extension will allow the County to continue its community outreach efforts, as the County and its contractor have completed the scope of work required under the terms of the Edison contract. If the contract is extended staff time will be billed to the funds that are left in the current contract budget and staff will continue work until these funds have been depleted. In the event that the CPUC cannot provide a decision on November 8<sup>th</sup>, Edison will also be asking for bridge funding to cover work performed on the current contract on a month by month basis until a final approval for the 2013-2014 extension is given.

Because the County and its contractor have completed the required tasks, the County will not be adversely impacted if the CPUC refuses Edison's request. The County is not the only agency under contract with Edison to prepare a Cost Energy and Services Efficiencies Action Plan.

**ALTERNATIVES:**

- Do NOT approve and sign the proposed ammendments and statement of work. This will keep the current contract 'as is' and staff will complete all work and final invoicing by November 15, 2012.

**OTHER AGENCY INVOLVEMENT:**

None.

**FINANCING:**

Staff time to do work during the additional time of the contract extension, will be funded by the remaining balance of the current contract, which is approximately \$14,000.

**APPROVALS**

COUNTY COUNSEL: <i>Yes</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <i>DMC</i> <i>10/22/12</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 Date: 10-23-12

Attachments:

- Letter from Ms. Nancy Jenkins, SCE, requesting review and approval of the contract amendments.
- First Amendment
- Change Order #1
- Original Contract

October 18, 2012

Inyo County Planning Department  
Attn: Joshua Hart, Planning Director  
PO Drawer L  
Independence, CA 93526

Re: First Amendment to the 2010-2012 Inyo County Cost, Energy, and Service Efficiencies Action Plan (CESEAP) Program Contract and Amended Statement of Work

Dear Mr. Hart:

Southern California Edison is excited to continue our partnership with the County of Inyo over the next couple of years. As partners, we together have created a foundation to promote energy efficiency in the community. We recognize our current partnership agreement concludes as of November 31, 2012. SCE would like to extend our partnership arrangement to December 31, 2014, upon the California Public Utility Commission's approval. As this will provide continuity of the work going forward, we are proposing that the contract be amended to extend the contract, the statement of work be modified accordingly, and new language be added for the potential extension to 2013-2014.

Attached for your review and approval are two documents:

- 1) First Amendment to the 2010-2012 Inyo County CESEAP Program Contract; and
- 2) Change Order to the Statement of Work.

These documents address a contract extension from November 31, 2012 to December 31, 2012 as well as a potential contract extension into 2013-2014 contingent on the California Public Utility Commission's adoption of a final decision approving Southern California Edison's 2013-2014 application.

In addition to revisions that address extending this contract, this Change Order includes all revisions to the original scope of work that were previously agreed upon by the parties.

We would appreciate your prompt review and approval by Wednesday, October 31, 2012.

Should you have any questions, please contact your SCE Local Government Partnership manager, Jesse Langley, 626-302-0657.

Sincerely,



Nancy Jenkins  
Manager, CEES Partnerships Program

## FIRST AMENDMENT

THIS FIRST AMENDMENT ("FIRST AMENDMENT") TO THE CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT dated January 25, 2011 (the "Contract") is effective as of November 1, 2012 the "First Amendment Effective Date") by and among SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") AND THE COUNTY OF INYO ("Implementer"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Contract.

### RECITALS

WHEREAS, the Parties previously executed the Contract for purposes of implementing the 2010-2012 Inyo County Cost, Energy, and Service Efficiencies Action Plan (CESEAP) Program (hereinafter referred to as the "2010-2012 Program");

WHEREAS, on May 18, 2012, the Commission issued a Decision Providing Guidance on 2013-2014 Energy Efficiency Portfolios and 2013-2014 Marketing, Education, and Outreach ("Final Guidance Decision") guiding the Utilities to continue the Energy Efficiency Partnership Programs, which included Strategic Plan Activities, through a two year 2013-2014 transition period (hereinafter referred to as the "2013-2014 Program");

WHEREAS, on July 2, 2012, SCE submitted its respective application ("2013-2014 Application") for the implementation of energy efficiency programs to be delivered to California utility customers for the years 2013 through 2014, which included the 2013-2014 Program, a continuation of the 2010-12 Program;

WHEREAS, contingent on the adoption by the Commission of a final decision approving the SCE's 2013-2014 Application as submitted ("Final Decision"), the Parties desire to extend the Contract through 2014 under the terms and conditions set forth in the Contract, except as otherwise provided in this First Amendment;

WHEREAS, prior to the Final Decision, the Commission may issue a decision to provide bridge funding for the 2013-2014 Program ("Bridge Funding Decision"); and

WHEREAS, the Parties desire to further amend the Contract as necessary to update the Contract as required to reflect the extended 2013-2014 Program cycle.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Except as provided herein, and to the extent applicable, any reference in the Agreement to the "2010-2012 Program" shall hereby include both the 2010-2012 Program and the 2013-2014 Program.
2. Section 18 of the Contract is hereby deleted and replaced with the following:

#### 18. TIME IS OF THE ESSENCE

18.1 Implementer hereby acknowledges that time is of the essence in performing their obligations under this Contract. Failure to comply with milestones and goals stated in this Contract, including, but not limited to those set forth in Exhibit A of this Contract, may constitute a

material breach of this Contract, resulting in its termination, payments being withheld, Implementer Budgets being reduced or adjusted, funding redirected to SCE to other programs or partners, or other Program modifications as determined by SCE or as directed by the Commission. All Work must be performed and completed by December 31, 2012, unless such date is extended pursuant to Section 18.2 or 18.3.

18.2 Contingent on the Commission issuing a Bridge Funding Decision, the date upon which all Work must be performed and completed shall be extended to such date as provided in the Bridge Funding Decision.

18.3 Contingent on the adoption by the Commission of a Final Decision approving SCE's 2013-2014 Application as filed, or in a form acceptable to SCE in its sole discretion, the date upon which all Work must be performed and completed shall be extended to December 31, 2014, or such date as provided in the Final Decision.

3. Section 22 of the Agreement is hereby deleted and replaced with the following:

**22. TERM**

22.1 This Contract shall be effective as of the Effective Date. Unless otherwise terminated in accordance with the provisions of Section 23 below or extended pursuant to Section 22.2 or 22.3, this Contract shall expire at midnight on March 31, 2013; provided however, that all Work and services shall be completed by the dates specified in the Statement of Work.

22.2 Contingent on the Commission issuing a Bridge Funding Decision, the term of this Contract shall be extended to the date provided in the Bridge Funding Decision.

22.3 Contingent on the adoption by the Commission of a Final Decision approving SCE's 2013-2014 Application as filed, or in a form acceptable to SCE in its sole discretion, the term of this Contract shall be extended to midnight on December 31, 2014, or such date as provided in the Final Decision.

4. In Section 24, the contact information for the Implementer and SCE shall be changed as follows:

**Implementer:**

**SCE:** Jesse Langley  
1515 Walnut Grove Avenue  
Rosemead, CA 91770

5. **General.** From and after the First Amendment Effective Date, any reference to the Contract contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Contract, as amended by this First Amendment. In the event of any conflict between the Contract and this First Amendment, this First Amendment shall prevail. All remaining provisions of the Contract shall remain unchanged and in full force and effect. Each party is fully responsible for ensuring that the person signing this First Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have, through their duly authorized representatives, have executed this First Amendment as of the First Amendment Effective Date by.

IMPLEMENTER:

COUNTY OF INYO

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By:

Title:

Date:

SCE:

SOUTHERN CALIFORNIA EDISON

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By: Erwin Furukawa

Title: Senior Vice President,  
Customer Service

Date:

## CHANGE ORDER NO. 1

This Change Order No. 1 (the "Change Order") is issued pursuant to the CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT dated January 25, 2011 (the "Contract") between THE COUNTY OF INYO ("Implementer") and SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") and sets forth certain changes to the Statement of Work ("SOW") executed by Implementer and SCE on January 25, 2011. This Change Order is effective as of March 30, 2011 ("Change Order Effective Date"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Contract.

The parties agree to modify the SOW as follows:

1. Section 1, Part B is deleted in its entirety and replaced with the following:
  - B. Defined Terms:** Capitalized terms not otherwise defined in this Statement of Work ("SOW") will have the meaning ascribed to them in the Contract, which is attached to the SOW and incorporated herein by reference.
    1. **Business Day:** The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
    2. **Calendar Day:** The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays.
    3. **Change Order:** Document SCE issues to Implementer and, unless otherwise provided in the Contract, Implementer accepts, and which changes or modifies the terms of the Contract.
    4. **Contract:** Document issued by SCE to Implementer, as may be amended in writing as provided therein, which authorizes the Work, states the terms and conditions and incorporates by reference the Statement of Work and any other referenced documents, if applicable, all of which form the agreement (Contract) between SCE and the Implementer, with the following priority in the event of conflicting provisions: Change Orders, from the most recent to the earliest; the Statement of Work; the Contract; and any other referenced documents, and which facilitates payment to the Implementer for the Work described herein.
    5. **Contract Program Manager or CPM:** The SCE Representative who will manage the Program.
    6. **CPUC:** The California Public Utilities Commission.
    7. **Month or Monthly:** A term ending on the last Calendar Day of each month.
    8. **Performance Indicators:** Specific, measureable, actionable, realistic and time-specific requirements that will directly and measurably contribute to SCE's business goals for the Agreement.

9. **SCE Representative:** The CPM or such other representative authorized by SCE to manage this Program.
10. **Semi-annual Report:** Report of Program accomplishments and status to be submitted by Implementer to CPM every six Months during Contract term, as required by the schedule set forth in the Contract. Semi-annual Reports shall conform to the requirements set forth in Appendix B (Regulatory Reporting Requirements).
11. **Subcontractor:** An entity contracting directly or indirectly with Implementer to furnish services or materials as part of or directly related to Implementer's Work.
12. **Title 24:** California Code of Regulations (CCR), Title 24, also known as the California Building Standards Code (composed of 12 parts). Title 24, Part 6 sets forth California's energy efficiency standards for residential and nonresidential buildings and was established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Title 24, Part 6 is the focus of the Work under this Purchase Order.
13. **Work:** Any and all obligations of Implementer to be performed for the Partnership pursuant to and during the term of the Contract, any revision to the Contract, or a subsequent Contractor Contract Addendum incorporating this Statement of Work. The Work will include, but may not be limited to, the tasks described in Section 5 of this Statement of Work.

2. Task 4 is deleted in its entirety and replaced with the following:

**Task 4 – Invoicing and Reporting**

- A. **IR Tool:** After SCE provides Implementer training on the IR Tool, the Implementer will utilize the IR Tool, which serves three primary purposes:
  1. Enables Implementer to provide SCE with required Program information;
  2. Provides CPM the capability to access Implementer's Program information and create reports; and
  3. Provides miscellaneous reporting support for SCE's internal and CPUC reporting requirements.
- B. **Submission of Information into IR Tool:** Implementer will update the IR Tool on a Monthly basis in accordance with requirements delineated in Appendix A (Monthly Invoicing and Reporting Requirements). Implementer will work collaboratively with the CPM in tailoring the flat files for the Program.
- C. **Monthly Invoicing and Reporting:** All required Monthly invoice reports can be generated via

the IR Tool. Implementer will be responsible for implementing, adhering to, and the submission of, the items as described in Appendix A (Monthly Invoicing and Reporting Requirements) of this Statement of Work. The invoice reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix A. If the changes are acceptable to the Implementer, the Implementer will implement these modifications in a timely manner and future invoice documentation will reflect them.

- D. SCE’s Regulatory Reporting:** Implementer will implement, adhere to, and submit the items as described in Appendix B (Regulatory Reporting Requirements), attached hereto, as SCE requests. The CPUC reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix B. Implementer will implement these modifications in a timely manner and future invoice documentation will reflect them.

Implementer acknowledges that SCE may, in its sole discretion, require Implementer to provide such other reports or documentation that SCE deems appropriate or necessary (“Ad Hoc Reports”). Implementer will comply with any request for such Ad Hoc Report(s) within a reasonable time or, if applicable, within the time requested by SCE.

<b>Deliverable(s)</b>	<b>Due Date(s)</b>
1. Prepare and submit Monthly invoices and supporting documentation to SCE	Monthly, by the 15th Calendar Day for Work completed the preceding Month
2. Prepare and submit Monthly regulatory report, including flat files and Monthly deliverable work sheet.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
3. Prepare and submit Semi-annual Reports (for requirements in Appendix B) to SCE	March 1 and September 1 of each year of Contract term for Work completed during the preceding 6 Months
4. Prepare and submit Ad Hoc Reports	As SCE requests and/or requires
5. Prepare and submit final invoice and Program Report to SCE	By <u>January 15, 2013</u> for final invoice and by <u>December 31, 2012</u> for final Program Report

3. Task 5, Part A is deleted in its entirety and replaced with the following:

- A. Program Ramp-Down:** If there is a gap in Program services after October 15, 2012, Implementer will provide SCE with a ramp-down plan for the Program. To ensure complete Program shut-down, the Program ramp-down period will commence no later than December 1, 2012. Implementer's plan for Program ramp-down will take into consideration that all services must be completed by December 31, 2012.

Implementer will resolve all outstanding Program and Partnership issues and begin preparation of the Final Report beginning September 1, 2012.

4. Task 5, Part B is deleted in its entirety and replaced with the following:

- B. Program Shut-Down:** Implementer will provide to the CPM a plan with procedures on shutting down the Program.

All Program operations will be completely shut down after the last day of the Contract effective period.

<b>Deliverable(s)</b>	<b>Due Date(s)</b>
1. Submit detailed ramp-down and shut-down plans and schedules to CPM for review and approval	No later than September 1, 2012
2. Resolve outstanding Program and Partnership issues and begin preparation of Final Report	No later than September 1, 2012
3. Begin Program ramp-down	No later than December 1, 2012
4. Complete all services	No later than December 31, 2012

5. Task 6, Part F is deleted in its entirety and replaced with the following:

- F. Program Next Step:** Should the Program a) be mainstreamed, b) continued to be developed or, c) ended.

<b>Deliverable(s)</b>	<b>Due Date(s)</b>
1. Submit draft Final Report for SCE review and approval	No later than December 15, 2012
2. Submit revised Final Report for SCE review and approval	No later than December 31, 2012

6. Section 6, Table 1 is deleted in its entirety and replaced with the following:

**Table 1: Implementer T&M Fully Burdened Hourly Billing Rate (See Contract section 10.2.2 for more information)<sup>1</sup>**

Implementer Job Function	Hourly Rate for years 2010-2012	% of Total Hours
	(\$/Hour)	
Senior Consultant	\$200.00	N/a
County Administrator	\$95.20	3
County Counsel	\$98.00	2
Planning Director	\$66.23	11
Senior Planner	\$49.06	5
Associate Planner	\$44.63	21
Planning Coordinator	\$30.35	12
Public Works Director	\$74.34	11
Senior Engineer	\$56.67	5
Engineering Assistant	\$48.10	28
Engineering Assistant II	\$62.36	N/a
County Auditor	\$58.00	2
Lead Airport Technician	\$38.36	N/a
Library Director	\$50.22	N/a
Facilities Maintenance Manager	\$55.16	N/a
IT Programmer/Analyst IV	\$53.93	N/a
Museum Administrator	\$45.64	N/a
Account Technician II	\$31.85	N/a
<b>Average Rate</b>	<b>100</b>	<b>100</b>

7. Appendix A (Monthly Invoicing and Reporting Requirements) is deleted in its entirety and replaced with the following:

**Appendix A: Monthly Invoicing and Reporting Requirements**

**A. Requirements**

Monthly hard copy invoices are required at the 15th Calendar Day of each Month for Work completed the preceding Month with invoicing supporting files described herein. These invoices and supporting documents are for Work performed by the Implementer and all Subcontractors.

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<sup>1</sup> The figures allocated in table Nos. 1 and 2 are estimates only, and variances will not require a change order. However, SCE will monitor these values and discuss any variances with the implementer to determine the cause of such variances.

On January 15, 2013 or sooner, Implementer will submit a final invoice associated with Program services that are tied directly to delivery of the Program deliverables. No Work except that associated with preparing the Final Report (Task 6) and final invoice will be performed after December 31, 2012. Subsequent invoices will only contain expenses associated with closing out the Program (i.e., administration expenses, etc.) that are not directly tied to delivery of the Program goals.

## **B. Procedures**

1. Implementer uploads their Customer flat files into the IR Tool. The IR Tool creates a draft invoice for Implementer's review.
2. CPM reviews the draft invoice and advises the Implementer to re-submit their invoice if requested. Implementer is required to submit the following files to SCE by the 15th Calendar Day of each Month with each of their invoice submission:
  - Invoice – Hard Copy and electronic copy uploaded into the IR Tool;
  - Program Tracking Flat File – Uploaded electronically into the IR Tool;
  - Financial Flat File – Uploaded electronically into the IR Tool;
  - Monthly Narrative - Hard Copy with invoice submission;
  - Deliverable Table – Uploaded electronically;
  - Allowable Cost Table (see Appendix B) – Hard Copy with invoice submission; and
  - Supporting documentation – Uploaded electronically into the IR Tool.
3. Upon approval by CPM, the invoice is paid.

## **C. Monthly Narrative**

The Monthly narrative will include a discussion on the following Program activities occurring during the Month:

- Administrative activities;
- Marketing activities;
- Direct Implementation activities;
- Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.);
- Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.);
- Discussion of near term plans for Program over the coming Months (i.e., marketing and

outreach efforts that are expected to significantly increase Program participation, etc.);

- Changes to staffing and staff responsibilities, if any;
- Changes to contacts, if any; and
- Changes to Subcontractors and Subcontractor responsibilities, if any.

8. Appendix B (Regulatory Reporting Requirements) is deleted in its entirety and replaced with the following:

### **Appendix B: Regulatory Reporting Requirements**

#### **1. Program Reporting**

Implementer will provide SCE with the requisite information on the prior Month's activities, accomplishments and expenditures related to its respective Work obligations, for purposes of preparing any reports required of SCE by the CPUC including Semi-annual Reports.

Requirements for these reports may change per the direction of the CPUC or the CPUC's Energy Division. The current reporting requirements are as follows:

#### **2. Semi-annual Reporting**

Implementer will provide SCE with the requisite information to be compiled for the quarterly portfolio reporting in Program Semi-annual Reports using the Semi-annual Report template set forth in Section 2.1, below.

##### **2.1. Semi-annual Report Template**



Strategic  
Solicitation-SemiAnnu

Implementer	Fiscal Year	No. of Local Governments	Strategic Plan Menu Information			Scope and Deliverables				
			Strategic Plan Goal Number	Strategy	Strategic Plan Task (Plan Option)	Local Government Scope of Work to address the Strategic Plan Task	Cost	Budget	Major Accomplishments or Comments	
Info	1	7	Strategic Plan Goal 3 Local governments lead by example with their own facilities and energy usage practices	Strategy 3.1 Develop a program to track municipal energy usage such as through energy management software and benchmarking of municipal facilities	Strategic Plan Task 3.1.1 Develop energy benchmarking policies and procedures to enable ongoing benchmarking of all local government facilities	2.A Develop energy benchmarking policies and procedures to enable ongoing benchmarking of all local government facilities. The benchmarking framework will be based on ENERGY STAR Portfolio Manager ("Portfolio Manager")	Develop energy benchmarking policies and procedures to enable ongoing benchmarking of all local government facilities		\$13,000	
Info	1	7	Strategic Plan Goal 3 Local governments lead by example with their own facilities and energy usage practices	Strategy 3.1 Develop a program to track municipal energy usage, such as through energy management software and benchmarking of municipal facilities	Strategic Plan Task 3.1.2 Set up a 'utility manager' computer program to track municipal energy usage. Monthly need for submitting to plan budget and manage data	3.B. Procure the utility manager software program to help implementer evaluate usage by building site. Implementer will set up the system so that it is fully functional. Implementer will deploy the utility manager to track energy use, achieve energy cost savings, and to set up a tracking program to measure increase or reduce energy use. The implementer will ensure that the results from the utility manager allow users to review and analyze energy usage data allowing for analysis of program success and ways to maximize of available cost and energy savings opportunities.	Set up 'utility manager' computer program to track municipal usage		\$98,316	
Info	1	7	Strategic Plan Goal 3 Local governments lead by example with their own facilities and energy usage practices	Strategy 3.2 Adopt an Energy or Climate Action Plan for municipal operations. The plan could include setting energy efficiency standards for new and existing facilities, developing a revolving loan fund for energy efficiency projects, and so on	Strategic Plan Task 3.2.1 Develop/adapt an energy chapter for City/County Energy Plan, or other program standard for municipal facilities	3.C. Work with the Purchaser to develop an energy efficiency chapter for any energy action plan that may be developed for the County (EE-EAP) - refer to Task 3.A. While Task 3.A will develop a template for the EAP for the purchaser, this Task will develop EE-EAP for County-owned facilities	Develop/adapt an energy efficiency chapter for the County's energy action plan		\$20,616	
Info	1	7	Strategic Plan Goal 3 Local governments lead by example with their own facilities and energy usage practices	Strategy 3.2 Adopt an Energy or Climate Action Plan for municipal operations. The plan could include setting energy efficiency standards for new and existing facilities, developing a revolving loan fund for energy efficiency projects, and so on	Strategic Plan Task 3.2.2 Adopt a policy to ensure LEED, Energy Star Ratings, or other program standard for municipal facilities	3.D. Develop an energy policy requiring standards for implementer's facilities that incorporate LEED standards and ENERGY STAR (Energy Efficient Program Code/Standard). The policy will be presented to the County Board of Supervisors for consideration. These programs will be developed through research regarding similar programs elsewhere, and outreach to the County's partners and other local, regional, state, and federal agencies	Adopt a policy to require LEED, ENERGY STAR ratings, or other program standard for implementer's facilities		\$7,318	
Info	1	7	Strategic Plan Goal 3 Local governments lead by example with their own facilities and energy usage practices	Strategy 3.2 Adopt an Energy or Climate Action Plan for municipal operations. The plan could include setting energy efficiency standards for new and existing facilities, developing a revolving loan fund for energy efficiency projects, and so on	Strategic Plan Task 3.2.4 Develop comprehensive commissioning policies for municipal facilities	3.E. Develop an energy policy requiring County buildings to undergo Commissioning for new buildings (CfB) or Retro-Commissioning for existing buildings (RCx), as feasible. CfB or RCx is performed to bring the building into proper operating condition. Based on the age and the operating condition of a building, RCx can reduce comfort and high energy consumption issues that may have occurred during design, construction or previous use. Commissioning is performed to ensure that the building is constructed and operated in a manner that will provide reduced energy use and related environmental, including identifying and prioritizing County and other government facilities and activities to be retrofitted to minimize energy use and related emissions. The computer tracking program once in place will provide reduced cost program, which will be implemented through the plan	Develop comprehensive commissioning policies for implementer's facilities		\$18,966	
Info	1	7	Strategic Plan Goal 4 Local governments lead their communities with innovative programs for energy efficiency, sustainability and climate change	Strategy 4.1 Adopt a Climate Action Plan (CAP), Energy Action Plan (EAP) or adopt energy efficiency language into another policy document, such as a General Plan, to reduce community greenhouse gas emissions with a focus on energy efficiency.	Strategic Plan Task 4.1.1 Develop a regional template for Climate Action Plans (CAP) or Energy Action Plans (EAP)	3.A. Develop a template for EAPs, to track energy use in the County, incorporating incentives, policy development, and programs. This will provide an EAP template for use by other agencies, tribes, and other entities in the County to consider and implement to reduce their energy use. Through the process, final reports will be provided to methodically refine the language. The final report will provide the regional template.	Develop a regional template for EAP		\$27,288	
Info	1	7	Strategic Plan Goal 4 Local governments lead their communities with innovative programs for energy efficiency, sustainability and climate change	Strategy 4.1 Adopt a Climate Action Plan (CAP), Energy Action Plan (EAP) or adopt energy efficiency language into another policy document, such as a General Plan, to reduce community greenhouse gas emissions with a focus on energy efficiency.	Strategic Plan Task 4.1.2 Customize CAP with energy efficiency language and data	3.B. Customize the EAP template with energy efficiency language and data. The template of the EAP will be the County Energy and Sustainable Efficiencies Action Plan ("ESEAP") to develop the customized EAP. A comprehensive list of programs will be developed describing sustained solutions to encourage reduced energy use and related emissions. These programs will provide basic guidance data for the County and other local governments in their planning efforts. Through this process, final reports will be provided to methodically refine the language	Customize EAP with energy efficiency language and data		\$15,088	
Info	1	7	Strategic Plan Goal 4 Local governments lead their communities with innovative programs for energy efficiency, sustainability and climate change	Strategy 4.1 Adopt a Climate Action Plan (CAP), Energy Action Plan (EAP) or adopt energy efficiency language into another policy document, such as a General Plan, to reduce community greenhouse gas emissions with a focus on energy efficiency.	Strategic Plan Task 4.1.3 Update General Plan/Conservation Element with climate policies	3.C. Develop an ESEAP, incorporating incentives, policy development, and programs to track the County's energy use. The ESEAP will provide information to update General Plan/Conservation Element with climate policies and provide the energy efficiency framework and data for other entities using planning under the ESEAP framework. The final report will provide recommendations for updated language in the implementer's General Plan, as well as a detailed energy efficiency framework and automatic data for other entities using planning in the County. Through the process, a setting report, strategy report, energy consumption modeling, and draft final reports will be provided to methodically refine the language.	Customize Update General Plan/Conservation Element with climate policies		\$30,610	
Info	1	7	Strategic Plan Goal 4 Local governments lead their communities with innovative programs for energy efficiency, sustainability and climate change	Strategy 4.1 Adopt a Climate Action Plan (CAP), Energy Action Plan (EAP) or adopt energy efficiency language into another policy document, such as a General Plan, to reduce community greenhouse gas emissions with a focus on energy efficiency.	Strategic Plan Task 4.1.4 Conduct the energy efficiency analysis for an annual Greenhouse Gas Inventory for the City/County	3.D. Conduct the energy efficiency energy analysis for an annual Greenhouse Gas Inventory for the County and incorporate into the ESEAP	Conduct the energy efficiency energy analysis for an annual Greenhouse Gas Inventory for the County		\$13,072	



**Allowable Costs Table**

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.

	3/30/2006
Cost Categories	Allowable Costs
	Implementer - Travel – Parking
	Implementer - Travel - Per Diem for Misc. Expenses
	<b>Overhead (General and Administrative) - Labor and Materials</b>
	Implementer Equipment Communications
	Implementer Equipment Computing
	Implementer Equipment Document Reproduction
	Implementer Equipment General Office
	Implementer Equipment Transportation
	Implementer Food Service
	Implementer Office Supplies
	Implementer Postage
	Implementer Labor - Accounting Support
	Implementer Labor - Accounts Payable
	Implementer Labor - Accounts Receivable
	Implementer Labor - Facilities Maintenance
	Implementer Labor - Materials Management
	Implementer Labor – Procurement
	Implementer Labor - Shop Services
	Implementer Labor – Administrative
	Implementer Labor - Transportation Services
	Implementer Labor – Automated Systems
	Implementer Labor – Communications
	Implementer Labor - Information Technology
Implementer Labor – Telecommunications	
<b>Marketing/Advertising/Outreach Cost Category</b>	
	Implementer - Bill Inserts
	Implementer – Brochures
	Implementer - Door Hangers
	Implementer - Print Advertisements
	Implementer - Radio Spots
	Implementer - Television Spots
	Implementer - Website Development
Implementer Labor – Marketing	

**Allowable Costs Table**

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.

	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
	Implementer Labor - Media Production
	Implementer Labor - Business Outreach
	Implementer Labor - Customer Outreach
	Implementer Labor - Customer Relations
<b>Direct Implementation Cost Category</b>	
	<b>Financial Incentives to Customers</b>
	<b>Activity - Direct Labor</b>
	Implementer Labor - Facilities Audits
	Implementer Labor - Curriculum Development
	Implementer Labor - Customer Education and Training
	Implementer Labor - Customer Equipment Testing and Diagnostics
	<b>Installation and Service - Labor</b>
	Implementer Labor - Customer Equipment Repair and Servicing
	Implementer Labor - Customer Equipment Repair and Servicing
	<b>Direct Implementation Hardware and Materials</b>
	Implementer - Direct Implementation Literature
	Implementer - Education Materials
	Implementer - Energy Measurement Tools
	Implementer - Installation Hardware
	Implementer - Audit Applications and Forms
	<b>Rebate Processing and Inspection - Labor and Materials</b>
	Implementer Labor - Field Verification
	Implementer Labor - Rebate Processing
	Implementer - Rebate Applications

9. General. From and after the Change Order Effective Date, any reference to the SOW contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the SOW, as amended by this Change Order. Except as modified herein, all other terms and conditions of the SOW shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Change Order to be executed by their duly authorized representatives as of the Change Order Effective Date.

IMPLEMENTER:

COUNTY OF INYO

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By:

Title:

Date:

SCE:

SOUTHERN CALIFORNIA EDISON

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By: Erwin Furukawa

Title: Senior Vice President,  
Customer Service

Date:

**SOUTHERN CALIFORNIA EDISON**

**CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION  
CONTRACT**

**INYO COUNTY COST, ENERGY, AND SERVICE EFFICIENCIES ACTION PLAN  
(CESEAP)**

THIS CONTRACT FOR SERVICES ("Contract") is by and between SOUTHERN CALIFORNIA EDISON ("SCE") and the County of Inyo ("Implementer"), which Contract shall be effective as of January 25, 2011 ("Effective Date"). SCE and Implementer may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, on October 1, 2009 in Decision 09-09-47, the California Public Utilities Commission ("Commission") authorized certain energy efficiency programs, including the Energy Leader Partnership Program for the 2010-12 program cycle

WHEREAS, in Decision 09-09-047, the Commission further authorized SCE to conduct a solicitation for certain energy efficiency strategic planning activities in connection with, and to support, its approved Energy Leader Partnership Programs and local governments generally;

WHEREAS, SCE has selected the Implementer to implement the Cost, Energy, and Service Efficiencies Action Plan (CESEAP) (referred to hereinafter as the "Program"), promoting long-term energy efficiency and climate action activities;

WHEREAS, the Implementer shall implement the Program for the benefit of certain participating governmental jurisdictions and their constituents;

WHEREAS, the Parties desire to enter into an agreement that supersedes any and all previous agreements, and sets forth the terms and conditions under which the Program shall be implemented with respect to the Parties; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1.0 DEFINITIONS:**

All terms used in the singular will be deemed to include the plural, and vice versa. The words "herein," "hereto," and "hereunder" and words of similar import refer to this Contract as a whole, including all exhibits or other attachments to this Contract, as the same may from time to time be amended or supplemented, and not to any particular subdivision contained in this Contract, except as the context clearly requires otherwise. "Includes" or "including" when used herein is not intended to be exclusive, or to limit the generality of the preceding words, and means "including without limitation." The word "or" is not exclusive.

- 1.1. **Business Day:** The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
- 1.2. **Calendar Day:** The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Contract are Calendar Days.
- 1.3. **Contract:** This document issued by SCE to Implementer, as may be amended in writing as provided herein, which authorizes the Work, states the terms and conditions, and incorporates by reference the Statement of Work and any other referenced documents, if applicable, all of which form the agreement (Contract) between the Parties, with the following priority in the event of conflicting provisions: Amendments, from the most recent to the earliest; the Statement of Work; this Contract; and any other referenced documents.
- 1.4. **Energy Efficiency Measure (or Measure):** As used in the Commission's Energy Efficiency Policy Manual, Version 4, August 2008.
- 1.5. **EM&V:** Evaluation, Measurement and Verification of the Program pursuant to Commission requirements.
- 1.6. **Implementer Budget:** The approved maximum budget for funding the performance by Implementer of the Program, as set forth in the Statement of Work attached hereto as Exhibit A.
- 1.7. **Incentive:** As used in the Commission's Energy Efficiency Policy Manual, Version 4, August 2008.
- 1.8. **Jobsite:** An SCE facility or designated third party property at or for which the Work is performed.
- 1.9. **Participating Municipality:** Those jurisdictions or member cities that:  
(i) are located in SCE's service territory; and (ii) have been selected by SCE and Implementer to participate in the CESAP as set forth in the Statement of Work.
- 1.10. **Program:** The CESAP program.
- 1.11. **Public Goods Charge (PGC):** The funds which make up the Implementer Budget and which are collected from electric utility ratepayers pursuant to Section 381 of the California Public Utilities Code for public purposes programs, including energy efficiency programs approved by the Commission.
- 1.12. **Statement of Work (SOW):** A statement of the tasks to be performed by the Implementer, commercial terms including the Implementer Budget, reporting requirements and other necessary information, as set forth in Exhibit

A and incorporated herein as part of this Contract, as such SOW may be modified from time to time as provided herein.

1.13. **Subcontractor:** An entity contracting directly or indirectly with a Party, or any Subcontractor thereof, to furnish services or materials as part of or directly related to such Party's Work obligations.

1.14. **Work:** The work authorized by SCE for the Program as set forth in this Contract and as more fully described in the SOW attached hereto as Exhibit A.

## 2. PURPOSE

The Program is funded by California utility ratepayers and is administered by SCE under the auspices of the Commission. The purpose of this Contract is to authorize the expenditure of PGC funds to Implementer for services performed pursuant to the terms of this Contract and to set forth the terms and conditions under which the Program will be implemented. The work authorized pursuant to this Contract is not to be performed for profit.

The Program was designed in furtherance of California's Long-Term Energy Efficiency Strategic Plan adopted by the Commission in 2008 ("Strategic Plan"). The Strategic Plan was formulated and developed through a collaborative effort among key stakeholders, including local governments, SCE and other California investor-owned utilities, and the Commission's Energy Division, and provides a strategic menu list of options that local governments can address during the 2010-2012 program cycle. The goal of the strategic plan menu is to present activities centered on energy efficiency and to address the "Big, Bold" strategies found in the Strategic Plan. The strategies are designed to embed and institutionalize energy efficiency in policies, programs, and processes within local governments.

## 3. AUTHORIZED WORK

3.1. **Scope.** The Work authorized under this Contract is set forth in the Statement of Work (Exhibit A) and shall be performed pursuant to the terms of this Contract.

3.2. **Goals and Objectives.** The Program is designed to meet the specific goals, objectives and milestones within the schedule and budget set forth in the Statement of Work (Exhibit A).

## 4. OBLIGATIONS OF PARTIES

4.1. **General Obligations of Implementer.**

4.1.1. Implementer will appoint a Program representative ("Implementer Representative") who will be the primary contact between SCE and Implementer, and who will be authorized to act on behalf of

Implementer in carrying out its obligations under this Contract. Such appointment shall be communicated in writing to SCE's designated Contract Program Manager within ten (10) Business Days following execution of this Contract.

- 4.1.2. Implementer shall be responsible for achieving the goals and objectives and producing the deliverables as set forth in the Statement of Work.
- 4.1.3. Implementer shall perform its Work obligations within the Implementer Budget and in conformance with the schedule associated with such Work as set forth in the Statement of Work, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by current professional standards.
- 4.1.4. Implementer shall be primarily responsible for coordinating the preparation of all Program-related documents, including all required reporting of Implementer pursuant to Section 9, and any such other reporting as may be requested by SCE. Implementer shall obtain the approval of SCE prior to usage of any SCE Program documents or other energy efficiency program documents or materials offered by SCE.
- 4.1.5. Upon reasonable request, Implementer shall submit to SCE all contracts, agreements or other requested documents with Implementer's Subcontractors performing Work for the Program.

#### 4.2. General Obligations of SCE.

- 4.2.1. SCE will appoint a Program representative ("SCE Representative" or "Contract Program Manager" ("CPM")) who will be the primary contact between SCE and Implementer, and who will be authorized to act on behalf of SCE in carrying out SCE's obligations under this Contract.
- 4.2.2. SCE shall administer the PGC funds authorized by the Commission for the Program in accordance with this Contract.

### 5. MARKETING

5.1. Marketing Materials. Implementer shall obtain the approval of SCE when developing Program marketing materials and prior to distribution, publication, circulation, or dissemination in any way to the public by Implementer or by a Participating Municipality. In addition, all advertising, marketing or otherwise printed or reproduced material (including website material) used to implement, refer to or is in anyway related to the Program must contain the respective name and logo of SCE and, at a minimum, the following language: *"This Program is funded by California utility ratepayers and*

*administered by Southern California Edison under the auspices of the California Public Utilities Commission."*

5.2. Outreach. Implementer shall obtain the approval of SCE prior to implementation by Implementer or a Participating Municipality, of any public outreach activities or campaigns for the Program (exhibits, displays, public presentations, canvassing, etc.), and any marketing materials used in connection with such outreach activity shall comply with all requirements of Section 6 of this Contract.

5.3. Use of SCE Name. Implementer must receive prior review and written approval from SCE for the use of SCE's name or logo on any marketing or other Program materials. Implementer shall allow five (5) Business Days for SCE review and approval. If Implementer has not received a response from SCE within the five (5) Business Day period, then it shall be deemed that SCE has disapproved such use. Within ten (10) Business Days SCE will provide Implementer with reasons for disapproval.

5.4. Use of Commission's Name. No Party may use the name of the Commission on marketing materials for the Program without prior written approval from the Commission staff. In order to obtain this written approval, SCE must send a copy of the planned materials to the Commission requesting approval to use the Commission's name and/or logo. Notwithstanding the foregoing, the Parties shall disclose their source of funding for the Program by stating prominently on marketing materials that the Program is "funded by California ratepayers under the auspices of the California Public Utilities Commission."

## 6. CONTROL OF WORK

6.1 Compliance with Work Schedule: Implementer shall perform the Work in compliance with the Work schedule set forth in the Statement of Work. If performance of the Work (including any task, or achievement of any goals or objectives outlined in the Statement of Work) is delayed beyond the schedule for any reason, or if Implementer is aware that such Work will be delayed for any reason, Implementer shall notify the SCE Representative within thirty (30) Business Days in writing. SCE may, in its sole discretion, accept the delay, reduce the Work and Implementer Budget accordingly, or terminate the Contract, within thirty (30) Business Days following receipt of such written notice of delay from Implementer. Failure of Implementer to notify SCE in writing of such delay in the Work schedule within thirty (30) Business Days shall constitute a breach of this Contract and SCE may exercise any of the remedies set forth in this Section or in Section 23.

### 6.2 Changes to Work:

6.2.1 Changes. SCE, upon the reasonable approval of Implementer, may at any time make changes to the Work including additions, reductions, and changes to any or all of the Work, as directed in writing by the SCE Representative. Such changes may be made with a Change Order. The Implementer Budget and Work schedule shall be

equitably adjusted, if required, to account for such changes and shall be set forth in a Change Order.

6.2.2 SCE Authority To Shift Funds Or Modify: SCE, in its sole discretion, may reallocate funds among the programs in its energy efficiency portfolio, or modify in anyway the program, funding or Work. In the event that SCE elects to change or modify the funding, program or Work, Implementer shall be notified in writing and if applicable by a Change Order to this Contract. Such Change Order will specify any changes to the Implementer's Scope of Work and may increase, decrease, or terminate overall program funding, as reasonable under the circumstances, including provision that Implementer shall in all cases be paid for Work performed and expenses incurred or committed in accordance with the Statement of Work through the effective date of the Change Order.

6.3 Stop Work Procedures: SCE may suspend Implementer's Work at any time upon notice to Implementer for convenience or for cause, including, without limitation, program funding, program implementation or management, safety concerns, fraud or complaints. Implementer shall stop performing the Work immediately upon receipt of such notice. Implementer shall resume the Work only upon receiving written notice from SCE that it may do so.

6.4 Key Personnel: Implementer shall deliver to SCE a list of Implementer's key personnel prior to commencing the Work. Any change to Implementer's key personnel shall be pre-approved by SCE; provided, however, that an unplanned personnel change shall be reported to the SCE Representative immediately. The Implementer shall designate a person that shall coordinate all Work and communicate regularly for the Implementer with the SCE Representative. Implementer shall promptly replace any key personnel if requested by the SCE Representative, provided however, that this provision does not in any way require, endorse or approve (expressed or implied) the termination of employment by the Implementer of any employee replaced under the terms of this paragraph.

6.5 Subcontractors: Any Work subcontracted by Implementer shall be identified as such in the Contract and any Work subcontracted to an Implementer's affiliated entity shall be similarly specifically identified. For any subcontracted Work, the prior written approval of the SCE Representative shall be required for each Subcontractor, the activities to be performed, and the related charges. Implementer shall at all times be responsible for the Work, and for the acts and omissions of Subcontractors and persons directly or indirectly employed by them. Implementer shall be solely responsible and liable for ensuring that the terms and conditions of all subcontracts are in accordance with this Contract, including but not limited to all invoicing requirements. Any review or approval by SCE of a Subcontractor or a subcontract shall not relieve Implementer of its obligations hereunder.

6.6 Additional Instructions: If Implementer receives any verbal or written instructions for performance of Work from SCE personnel other than the SCE Representative, Implementer shall promptly reconfirm such instructions with the SCE Representative and request that a corresponding Change Order be issued as necessary.

6.7 **Emergencies:** In an emergency endangering life or property, Implementer shall: a) perform Work or such other services or work as is necessary to meet the emergency; and b) immediately notify SCE.

6.8 **Drafts:** Draft copies of required reports shall be submitted to the SCE Representative for review for contractual compliance, satisfaction of SCE needs and good professional practices, comments, and approval, prior to the due date of such reports. SCE shall provide timely comments on draft reports.

6.9 **Inspection:** SCE authorized representatives shall have the right of access to and inspection of Implementer's facilities and/or locations at reasonable times during regular business hours regarding performance of the Work.

6.10 **Uncontrollable Forces:** Implementer shall not be liable for delay in the Work Schedule or inability to perform the Work due to any cause beyond its reasonable control, such as strike, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, or critical material unavailability; provided that Implementer promptly notifies SCE in writing of the nature, cause, date of commencement, and expected impact of the event and has exercised due diligence in proceeding to meet the Work Schedule. SCE shall extend the Work Schedule for an equitable period due to such causes without any change in the Contract price.

## 7. FITNESS FOR DUTY/JOBSITE ACCESS REQUIREMENTS

### 7.1 Fitness for Duty:

7.1.1 Implementer and its Subcontractor personnel on a Jobsite:

- (i) Shall report for work in a manner fit to do their job;
- (ii) Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician for such person so long as the performance or safety of the Work is not affected thereby); and
- (iii) Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of SCE.

7.1.2 **Inspection:** Searches by SCE authorized representatives may be made of lockers, storage areas, vehicles, persons or personal effects on SCE owned, or leased property at various times without prior announcement. Such facility inspections may be conducted using detection dog teams to search work areas and other common areas in order to detect evidence of unlawful drug use or the presence of pyrotechnics, explosives, firearms, weapons, or facsimiles thereof, alcoholic beverages and illegal drugs ("Prohibited Items"). Prohibited Items must not be brought onto, or kept on, SCE property.

7.1.3 **Compliance:** Implementer shall advise its employees of the requirement of this Section 7.1 ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Implementer shall

impose these requirements on its Subcontractors. SCE may cancel the Contract if Implementer violates these Fitness for Duty Requirements.

## 7.2. JOBSITE ACCESS REQUIREMENTS

7.2.1 Notification of Convictions: During application for Jobsite access, and/or during the Work, Implementer shall immediately notify SCE whenever Implementer becomes aware of evidence that any Implementer's or its Subcontractors' employee, who has, or will have, Jobsite access, has been convicted of a serious criminal offense.

7.2.2 Visitor Badge Requirement: All visitors to a particular Jobsite must comply with that Jobsite's visitor access requirements.

7.3. Sexual Harassment: SCE supports a diverse work force and prohibits unlawful employment discrimination and harassment of every kind, including sexual harassment, in accordance with state and federal laws. Whenever present on SCE property or facilities, Implementer shall require its employees, Subcontractors, agents to comply with all applicable federal and state statutes, acts, regulations, codes and standards prohibiting conduct that might reasonably be construed as violating state or federal equal opportunity laws, including conduct such as making sexually suggestive jokes or remarks, touching, assaulting, making gestures of a sexual or suggestive nature, and impeding or blocking any SCE employee's, subcontractor's or agent's movement.

## 8. DOUBLE DIPPING PROHIBITED

If, in performing its respective Work obligations, Implementer engages contractors or vendors who provide incentives or services to SCE customers, Implementer shall take all appropriate steps to minimize double-dipping. As applicable:

8.1. Prior to providing incentives or services to any eligible customer, Implementer shall require its Subcontractors to obtain a signed form from such eligible customer stating that:

8.1.1. Such eligible customer has not received incentives or services for the same measure from any other SCE program or from another utility, state, or local program; and

8.1.2. Such eligible customer agrees not to apply for or receive Incentives or services for the same measure from any other SCE program or from another utility, state, or local program.

Each Party shall keep its customer-signed forms for at least five (5) years after the expiration or termination of this Contract.

8.2. No Party shall knowingly provide an incentive to a Participating Municipality, or make payment to a Subcontractor, who is receiving

compensation for the same product or service either through another ratepayer funded program, or through any other funding source.

## 9. REPORTING/EM&V

9.1. Reporting. The Parties shall implement all reporting requirements set forth in the Statement of Work, including Appendix A and B of the Statement of Work. The reporting requirements set forth in such Appendix B will be amended when issued by the Commission for the 2010-2012 Program cycle, and may be amended from time to time thereafter at the discretion of the Commission. Upon issuance by the Commission of revised reporting requirements for 2010-12 related to the Program, such Commission-approved reporting requirements shall replace the reporting requirements set forth in Appendix B of the Statement of Work in their entirety upon written notice to the Implementer, which notice shall include a copy of the revised Appendix B. Should the revised reporting requirements anticipated by this section unduly impose additional burdens on Implementer, Implementer may terminate its obligations under the terms of this agreement unless SCE and Implementer mutually agree to revise the Statement of Work or Implementer Budget to account for the burden placed on Implementer due to the newly imposed reporting requirements.

9.2. EM&V. The evaluators will be asked to prepare a Program logic model based upon the written proposal and on interviews with the Implementer. Research issues will be defined in collaboration with SCE program managers and may include questions such as: How well were program activities documented? How effectively was the proposed plan implemented? What could be done to improve the plan's effectiveness? Who are the decision-makers, and what information did they use to make their decisions?

## 10. PAYMENTS/COMMERCIAL TERMS

10.1. Implementer Budget. The Implementer Budget is set forth in the Statement of Work. Implementer shall not be entitled to compensation in excess of the Implementer Budget without a Change Order issued and signed by SCE.

10.2. Time and Material Basis. All Work will be performed on a time and material basis and subject to the following general provisions:

### 10.2.1. General Provisions.

- a. All charges shall be directly identifiable to, and required for the Work.
- b. Any charges for overtime shall require the prior written approval of the SCE Representative. Overtime rates shall be authorized and charged only for non-exempt personnel.
- c. Implementer shall complete the Work within the amount authorized by the Contract and in accordance with the Work Schedule. Implementer shall notify SCE's procurement agent

responsible for the Contract and the SCE Representative at such time that it becomes reasonably apparent that the forecasted cumulative charges will exceed any amounts authorized by the Contract (whether by task, total amount of Contract, or both). Implementer shall not proceed with or be reimbursed for any Work performed, either beyond the effective period of the Contract, or exceeding the authorized amounts of the Contract, without a Change Order.

10.2.2 Labor Related Costs Under Time and Material Basis. Implementer shall invoice SCE at the fixed hourly rates for the applicable labor categories stated in the Contract for time spent directly engaged in performance of the Work by Implementer's employees. Such fixed hourly rates shall be inclusive of all of Implementer's overhead costs (including all taxes and insurance), administrative and general fees, and profit.

10.2.3 Invoices. Implementer shall submit monthly invoices for the costs incurred in the prior month and shall include a cost breakdown for each task identified in the Statement of Work. Each invoice shall include:

10.2.3.1 Status

- a. SCE's Contract number.
- b. Task Description.
- c. Cost incurred to date.
- d. Current monthly amount invoiced.
- e. Cumulative amount invoiced to date.
- f. Current monthly and cumulative amounts authorized, and justification for all variances between amounts authorized and incurred or invoiced.
- g. Statement of deliverables for the period.

10.2.3.2 Labor

- a. Dates worked.
- b. Personnel name, work hours and classification.
- c. Personnel Fixed rate.
- d. Description of Work performed by task.
- e. Completion of Appendix "C" of the Statement of Work.

10.2.3.3 Reimbursable expenses (pre-approved by SCE)

- a. Material costs.
- b. Subcontract costs.
- c. Out-of-Pocket expenses.
- d. Travel costs.

10.2.4 Expenses. Except as specified in Exhibit A, all reimbursable expenses shall be authorized by SCE in writing prior to the expenditure. Any expenses not so approved by SCE shall not be reimbursed. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary.

10.2.4.1 Material Costs. Material costs shall be substantiated with an invoice stating the unit price, quantity, and other information as required to identify the Work.

10.2.4.2 Subcontract Costs. Subcontracted Work shall be charged at the rates actually paid by Implementer, not to exceed the rates set forth in the Contract for Work by the Implementer. Implementer shall provide Subcontractor invoices for any Implementer invoice that includes Subcontractor costs.

10.2.4.3 Out-of-Pocket expenses. Miscellaneous costs such as telephone communications, routine copying, electronic mail, facsimiles, computer time and in-house technical software are deemed to be included in Implementer's overhead costs will not be reimbursed.

10.2.4.4 Travel Costs. Approved air travel costs shall in no case exceed economy or coach fare, whichever is reasonably available. Automobile travel from Implementer's office to the Jobsite and to SCE's general offices shall be paid at the fixed mileage rate stated in the Contract, or if not stated, at SCE's rate for SCE employees.

10.2.5 Final Invoice. The final invoice shall be marked "FINAL" and must be received by SCE within sixty (60) calendar days after completion of the Work. SCE shall not be liable for payment of any late invoices that are received by SCE beyond the 60 days.

10.2.6 Invoice Deficiencies. In the event SCE determines that Implementer's (or any of its subcontractors) invoices do not meet the invoicing requirements of the Contract, SCE will notify Implementer of the deficiencies and Implementer shall correct such deficiencies promptly.

10.2.7 Payment by SCE. SCE shall pay each correct invoice, submitted in accordance with the terms of the Contract, within thirty (30) days of SCE's receipt of the correct invoice in SCE's Accounts Payable Division.

10.2.8 Records. Implementer shall maintain, for a period of five (5) years after final payment, complete accounting records (and supporting documentation) of all invoiced costs. SCE reserves the right to audit and copy any applicable documents related to the Work hours, all costs and expenses invoiced, and task completion records. Each invoice shall list the number of the Contract covered by such invoice.

## 11. COMPLIANCE WITH LAW; PERMITS, STATUTES AND CODES

11.1. The Implementer shall comply with, and shall ensure that the Work shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of federal, state, local and foreign governments, and all agencies thereof.

11.2. Implementer shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended, and applicable regulations promulgated thereunder.

### 11.3 Implementer Policy for Web Accessibility.

If an Implementer currently hosts and manages a web site, on behalf of SCE, that contains public, customer-facing pages, content and/or transactions that is not already web accessible and compliant with Web Content Accessibility Guidelines version 2.0, Level AA (WCAG 2.0, Level AA), the Implementer must make updates to the web site pages, content and/or transactions to meet web accessibility compliance, unless Implementer is not required by law to comply.

As such, Implementers who plan to or currently host and maintain web sites that include web pages, content and/or transactions for SCE shall agree to the following terms regarding current and/or planned web sites unless Implementer is not required to do so by law:

11.3.1 All public facing web pages, transactions and content, including multi-media and interactive content and forms targeted for SCE customers, shall be made web accessible and meet the standards defined in WCAG 2.0, Level AA. Multi-media and interactive content within the scope of these terms include, and are not limited to, image files, video files, audio files, Flash movies and applications, Flex applications, Silverlight applications, functionality developed with AJAX and/or any other interactive technology not otherwise specified but utilized to serve up information and/or transactions on the web.

11.3.2 Attachments that are posted on a web page for download must also be made web accessible. Attachments include, and are not limited to, Adobe Acrobat PDF files, Microsoft Office files, or any other type of file intended for a customer to download and review offline. An exception may be allowed only if the content contained within the download is already offered on the web site in a web accessible format, and the downloadable attachment is duplicative to the content

or transaction displayed on web pages. Such exceptions must be documented and requested by the Implementer, agreed upon by both Implementer and SCE, and granted by SCE prior to declaring any attachment exempt from web accessibility compliance.

11.3.3 Implementers must include compliance with WCAG 2.0, Level AA guidelines as part of the base system requirements for any work completed for SCE. Implementers are responsible for testing proposed web pages, content and/or transactions, and confirming compliance with WCAG 2.0 Level AA guidelines. Proof of testing may be documented in the form of test plans, test scripts, test results, and/or web accessibility audits (performed by the Implementer itself or an external party). SCE may, at any time, request for such documentation to confirm that testing was completed and that the published web page, content and/or transaction satisfies web accessibility compliance with WCAG 2.0, Level AA.

11.3.4 Upon deployment (i.e. publication for external consumption) of web accessible pages, content and/or transactions, Implementer must, to the best of its abilities, maintain compliance with WCAG 2.0, Level AA for as long as the web pages, content and/or transactions are made publicly available on the third-party hosted web site:

11.3.4.1 If Implementer must edit, enhance, modify, or update web pages, content and/or transactions, Implementer agrees to test for web accessibility compliance, and document test results to prove that said content continues to maintain web accessibility compliance. SCE may, at any time, request for such documentation to confirm that testing was completed and that the published web page, content and/or transaction satisfies web accessibility compliance with WCAG 2.0, Level AA.

11.3.4.2 On a periodic basis, SCE may perform audits on the third-party hosted site to assess web accessibility compliance. Audits may be completed by manual evaluation or through the use of an automated testing tool. If SCE identifies any content that was previously communicated as being compliant but is subsequently found to be in violation, 1) SCE will identify, in writing, the specific web page, content or transaction form where the violation is found, the specific WCAG 2.0, Level AA guideline that has been violated, and what the specific violation is determined to be; 2) Implementer agrees to correct the item(s) in violation on its own accord, with no cost impact to SCE, in a timeframe that both SCE and Implementer agree to, not to exceed 30 calendar days.

11.3.4.3 SCE requires an annual web accessibility audit of SCE's web properties by an independent auditor. Any part or all

pages of a third-party hosted web site may be included in the annual audit. If the independent auditor identifies any web page, content or transaction that was previously communicated as being compliant but is subsequently found to be in violation, 1) Auditor will identify, in writing, the specific web page content or transaction form where the violation is found, the specific WCAG 2.0, Level AA guideline that has been violated, and what the specific violation is determined to be; 2) SCE shall provide Implementer with audit report, 3) Implementer agrees to correct the item(s) in violation on its own accord, with no cost impact to SCE, in a timeframe that both SCE and Implementer agree to, not to exceed 30 calendar days.

**11.3.5** If an existing third-party hosted web site utilizes a commercial off-the-shelf third-party software package to deliver any type of functionality that is customer-facing, the Implementer must work with the software manufacturer to determine whether the software produces web-accessible pages, content and/or transactions.

**11.3.5.1** If the software manufacturer is unable to provide a product that produces web pages, content and/or transactions that meet WCAG 2.0, Level AA guidelines, the Implementer shall request the software manufacturer to produce such limitations in writing (i.e. in the form of product specifications, formal response from software manufacturer's technical support) and subsequently provide such documentation to SCE.

**11.3.5.2** If the software manufacturer is unable to provide a product that produces web pages, content and/or transactions that meet WCAG 2.0, Level AA guidelines, the Implementer agrees to pursue, in good faith, an alternate product that can provide equivalent functionality and satisfy WCAG 2.0, Level AA web accessibility compliance requirements.

**11.3.6** If an Implementer plans to utilize a commercial off-the-shelf third-party software package to deliver any type of functionality that is customer-facing for a future web site, the Implementer agrees to pursue, in good faith, a product that can meet the desired business functionality requirements and WCAG 2.0, Level AA web accessibility compliance requirements.

**11.3.6.1** If the Implementer is unable to locate a product that meets both business functionality requirements and web accessibility compliance requirements, the Implementer must communicate such limitations, in writing, and justify the software selection choice. Implementer shall also request the software manufacturer of desired product to produce such limitations in

writing (i.e. in the form of product specifications, formal response from software manufacturer's technical support) and subsequently provide such documentation to SCE. SCE shall reserve final decision-making authority to approve the usage of such software to deliver desired business functionality.]

## 12. INDEMNITY/CONSEQUENTIAL DAMAGES

12.1. Implementer Indemnity. Implementer shall indemnify, defend and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) any act or omission of Implementer, its Subcontractors, or any of their respective employees, officers and agents, relating to this Contract, or (b) Implementer's breach of this Contract or of any representation or warranty of Implementer contained in this Contract.

12.2. SCE Indemnity. SCE shall indemnify, defend and hold harmless Implementer, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) any act or omission of SCE, its Subcontractors, or any of their respective employees, officers and agents, relating to this Contract, or (b) SCE's breach of this Contract or of any representation or warranty of SCE contained in this Contract.

12.3 NO CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, COST OF REPLACEMENT POWER OR CLAIMS FROM CUSTOMERS, RESULTING FROM A PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE WORK OR TERMINATION OF THIS CONTRACT.

## 13. DEVELOPMENTS/PROPRIETARY RIGHTS

13.1. Ownership. The Parties acknowledge and agree that SCE, on behalf of its customers, shall own all deliverables, data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") or other written, recorded, photographic or visual materials, intellectual property, inventions and trade secrets and all deliverables produced in the performance of this Contract,

whether proprietary or non-proprietary; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. Although Implementer shall retain no ownership, interest, or title in the Developments except as may otherwise be provided in this Contract, it will have a permanent, royalty free, non-exclusive license to use such Developments.

13.2. Risk of Loss. Implementer shall have risk of loss of or damage to the undelivered Developments until completion of the Work.

13.3. Infringement.

13.3.1. Implementer represents and warrants that the Work performed by Implementer and/or its Subcontractors shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any proprietary rights of any person.

13.3.2. Implementer shall defend, indemnify and hold harmless, SCE, its officers, agents, employees, successors and assigns from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim, demand, or charge that use of the Work or Developments infringe upon any trade secret, trademark, trade name, copyright, patent, or other intellectual property rights.

## 14. INSURANCE

14.1. Implementer will maintain, and shall require its Subcontractors to maintain, the following insurance coverage or self insurance coverage, at all times during the term of this Contract, with companies having an A.M. Best rating of "A-, VII" or better, or equivalent:

14.1.1. Workers' Compensation: statutory minimum.

14.1.2. Employer's Liability coverage: \$1 million minimum.

14.1.3. Commercial General Liability: \$2 million minimum per occurrence/\$4 million minimum aggregate.

Such insurances shall acknowledge SCE, its officers, agents and employees as additional insureds, be primary for all purposes, contain standard cross-liability or severability of interest provisions, and waive all rights of subrogation against SCE its officers, agents, employees and other contractors or Subcontractors.

14.1.4. Commercial or Business Auto: \$1 million minimum.

Such insurance shall acknowledge SCE, its officers, agents and employees as additional insureds and be primary for all purposes.

14.1.5. Professional Liability (if applicable): \$1 million minimum.

14.2. Evidence of Insurance. Upon request at any time during the term of this Contract, Implementer shall provide evidence that its insurance policies and the insurance policies of any Subcontractor, as provided in this Section are in full force and effect, and provide the coverage and limits of insurance that Implementer has represented and warranted herein to maintain at all times during the term of this Contract.

14.3. Self-Insurance. If Implementer is self-insured, it shall upon request forward documentation to SCE that demonstrates to SCE's satisfaction that Implementer self-insures as a matter of normal business practice before commencing the Work. SCE will accept reasonable proof of self-insurance comparable to the above requirements.

14.4. Notice of Claims. Implementer shall immediately report to SCE, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by Implementer or its Subcontractors or their receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim.

14.5. Insurance Indemnification. If Implementer fails to comply with any of the provisions of this Section, "INSURANCE", or any insurance requirements in the Contract, Implementer shall, at its own cost, defend, indemnify, and hold harmless SCE, its affiliates and their officers, directors, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, or any of them, arising out of or in connection with the performance or non-performance of the Work by Implementer or any Subcontractor, or their officers, directors, employees or agents to the extent that SCE would have been protected had Implementer complied with all of the provisions of this Section.

## 15. CUSTOMER CONFIDENTIALITY REQUIREMENTS

15.1. Non-Disclosure. Implementer, its employees, agents and Subcontractors shall not disclose any Confidential Customer Information (defined below) to any third party during the term of this Contract or after its completion, without Implementer having obtained the prior written consent of SCE, except as provided by law, lawful court order or subpoena and provided Implementer gives SCE advance written notice of such order or subpoena. Notwithstanding any other provisions in the Contract, Implementer's nondisclosure obligations with respect to SCE Confidential Customer Information shall survive any expiration or termination of the Contract in perpetuity.

15.2. Confidential Customer Information. "Confidential Customer Information" includes, but is not limited to, an SCE customer's name, address,

telephone number, account number and all billing and usage information, as well as any SCE customer's information that is marked "confidential". If Implementer is uncertain whether any information should be considered Confidential Customer Information, Implementer shall contact SCE prior to disclosing the customer information.

15.3. Non-Disclosure Agreement. Prior to any approved disclosure of Confidential Customer Information, SCE may require Implementer to enter into a nondisclosure agreement.

15.4. Commission Proceedings. This provision does not prohibit Implementer from disclosing non-confidential information concerning the Work to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.

15.5. Return of Confidential Information. Confidential Customer Information (including all copies, backups and abstracts thereof) provided to Implementer by SCE, and any and all documents and materials containing such Confidential Customer Information or produced by Implementer based on such Confidential Customer Information (including all copies, backups and abstracts thereof), during the performance of this Contract shall be returned upon written request by SCE.

15.6. Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 15 and the obligations of the Parties are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 15 by Implementer, SCE shall be entitled to seek and obtain an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

## 16. SECURITY INCIDENT PROVISIONS

### 16.1. SCE Personal Information.

16.1.1. Definition. SCE Personal Information is defined as any information in the possession or under the control of SCE or any of its affiliates, or that is furnished or made available by SCE or any of its affiliates to Implementer, that identifies, relates to, describes, or is capable of being associated with, any particular individual (whether SCE employee, customer, or otherwise), including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, medical information or health insurance information, education,

employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

16.2. Nondisclosure of SCE Personal Information. Implementer, its employees, agents and Subcontractors shall not disclose any SCE Personal Information (defined above) to any third party during the term of this Contract or after its completion, without Implementer having obtained the prior written consent of SCE, except as provided by law, lawful court order or subpoena and provided Implementer gives SCE advance written notice of such order or subpoena.

16.2.1. Notwithstanding any other provision in the Contract or Contract, Implementer's nondisclosure obligations with respect to SCE Personal Information shall survive any expiration or termination of the Contract in perpetuity. Upon the expiration or termination of the Contract, or at any time upon request of SCE, all SCE Personal Information in any medium, including all copies or parts thereof, shall be returned to SCE or destroyed, except that Implementer may retain one copy of any materials prepared by Implementer containing or reflecting SCE Personal Information if necessary for compliance with its internal record-keeping or quality assurance requirements only. If destroyed, such destruction shall be certified in writing by Implementer.

16.3. Security Incidents. This section shall apply only to the extent Implementer is in possession or control of SCE Personal Information or SCE Confidential Customer Information.

16.2.1 Security Incident Response Plan. Implementer shall develop, implement and maintain a written plan and process for preventing, detecting, identifying, reporting, tracking and remediating Security Incidents ("Security Incident Response Plan" or "SIRP"). A Security Incident shall mean an event or set of circumstances that results in a reasonable expectation of a compromise of the security, confidentiality or integrity of SCE data or information under the Implementer's control. Examples of Security Incidents include are but not limited to:

- (i) Security breaches to Implementer's network perimeter or to internal applications resulting in potential compromise of SCE data or information.
- (ii) Loss of physical devices or media, e.g., laptops, portable media, paper files, etc., containing SCE data.
- (iii) Lapses in, or degradation of, Implementer's security controls, methods, processes or procedures.
- (iv) The unauthorized disclosure of SCE data or information.
- (v) Any and all incidents adversely affecting SCE's or its affiliates', as the case may be, information assets.

**16.2.2 SIRP General Requirements.** Implementer's SIRP will include Security Incident handling and response procedures, specific contacts in an event of a Security Incident, the contacts' roles and responsibilities, and their plans to notify SCE or its affiliates, as the case may be, concerning the Security Incident. The SIRP must be based on and meet all requirements of the following:

**16.2.2.1** U.S. federal and applicable state laws, statutes and regulations concerning the custody, care and integrity of data and information. In particular and without limitation, Implementer shall ensure that its SIRP and its business practices in performing work on behalf of SCE comply with California's Information Practices Act of 1977, California Civil Code §§ 1798.80 *et seq.*, which addresses among other things the provision of notice to SCE or its affiliates, as the case may be, of any breach of the security of SCE Personal Information if it is reasonably believed to have been acquired by an unauthorized person.

**16.2.2.2** SCE information management and information security policies and procedures as made available to Implementer from time to time ("SCE Policies and Procedures"), including without limitation ITS-445 "Standards for Information Security Response – Third Parties."

**16.2.3 Implementer Response to Security Incident.** The following will apply in the event of a Security Incident:

**16.2.3.1** Implementer will submit a Security Incident Report (SIR) to SCE's or its affiliates', as the case may be, IT Help Desk or IT Operations Center ("ITOC") in accordance with SCE Policies and Procedures including ITS-445, and applicable law. The SIR shall be given promptly upon discovery of an SI and in any event not more than four (4) hours after discovery of a suspected SI, or sooner if required by law, statute or regulation. If additional time is required under the circumstances of the SI to ascertain the nature or extent of the SI, to stabilize the Computing System or to ensure the integrity of SCE's or its affiliates', as the case may be, data and information, then Implementer shall promptly notify SCE or its affiliates, as the case may be, in writing of the existence of an SI initially, and keep SCE or its affiliates, as the case may be, informed of developments and new information.

**16.2.3.2** At SCE's or its affiliates', as the case may be, request, Implementer will meet with SCE or its affiliates, as the case may be, to discuss the cause of the Security Incident,

Implementer's response, lessons learned and potential improvements to Implementer's system security processes and procedures.

**16.2.4 Compromise of SCE Personal Information.**

**16.2.4.1 Additional SIRP Requirements for Personal Information.** With respect to any SCE Personal Information in the possession or under the control of Implementer, to protect SCE Personal Information from unauthorized access, destruction, use, modification or disclosure, Implementer shall:

(a) Develop, implement and maintain reasonable security procedures and practices appropriate to the nature of the information to protect SCE Personal Information from unauthorized access, destruction, use, modification, or disclosure.

(b) Develop, implement and maintain data privacy and security programs with administrative, technical, and physical safeguards appropriate to the size and complexity of the Implementer's business and the nature and scope of Implementer's activities to protect SCE Personal Information from unauthorized access, destruction, use, modification, or disclosure.

**16.2.4.2 Notice Requirements for Personal Information.** In the event of a Security Incident where SCE Personal Information was, or is reasonably believed to have been, acquired by an unauthorized person, Implementer shall immediately provide the SIR required by Section 16.2.3. Such SIR shall state that SCE Personal Information may be involved, and shall describe the suspected nature of such SCE Personal Information.

**16.2.5 SIRP Review.** At SCE's or its affiliates', as the case may be, request, Implementer shall review the SIRP at least annually with SCE's or its affiliates', as the case may be, designated representatives to identify updates, changes or potential improvements; and a process to document these changes within ninety (90) days of any such changes.

**16.2.6 Document Retention.** Implementer shall maintain all documentation relating to Security Incidents, whether in written or electronic form, including without limitation, their identification, processing and resolution, for two (2) years after final resolution of the Security Incident, including the final resolution of all claims arising out of the Security Incident.

**16.2.7 Indemnification for Security Incidents.** Implementer shall, at its own cost, defend, indemnify and hold harmless SCE, its affiliates, officers, agents,

employees, assigns and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expense, fines or penalties, or any of them, resulting from any Security Incident. Any limitation of liability that may be in the Contract or Contract shall not apply to this Section 16.2.7.

- 16.3 Implementer shall ensure that its employees, agents and contractors that perform services for Provider in connection with the Contract are informed of and comply with these Security Incident provisions.

## 17. CONFLICT OF INTEREST

Implementer affirms that, to the best of its knowledge, there is no actual or potential conflict of interest between Implementer, its employees or their families, Subcontractors, or business interests, and SCE. Implementer shall not hire any SCE employee or employee's spouse to perform any part of the Work. Implementer further affirms that it has set forth in its proposal for the Work: (i) all situations in which Implementer or an affiliated entity of Implementer has been or currently is an SCE Implementer, contractor, or employee; (ii) all situations in which Implementer or an affiliated entity of Implementer has been or currently is in a joint venture arrangement or licensing relationship with SCE (other than an Energy Leader Partnership); and (iii) any affiliated entity to which Implementer intends to subcontract any part of the Work. Implementer shall update such affirmations to SCE during performance of the Work within thirty (30) days following any change thereto.

## 18. TIME IS OF THE ESSENCE

Implementer hereby acknowledges that time is of the essence in performing their obligations under this Contract. Failure to comply with milestones and goals stated in this Contract, including but not limited to those set forth in Exhibit A of this Contract, unless caused by SCE, may constitute a material breach of this Contract, resulting in its termination, payments being withheld, Implementer Budgets being reduced or adjusted, funding redirected by SCE to other programs or partners, or other Program modifications as determined by SCE or as directed by the Commission. All Work must be performed and completed by October 15, 2012.

## 19. IMPLEMENTER DISPUTES

Any unresolved disputes between Implementer and SCE shall be referred to an SCE management representative and an officer of Implementer for resolution. Pending resolution, Implementer shall continue to perform the Work as directed by the SCE Representative, and SCE shall continue to make payments for the undisputed items.

## 20. RIGHT TO AUDIT

SCE and the Commission shall have the right to audit Implementer at any time during the term of this Contract and for five (5) years thereafter. An audit may include, but is not limited to, a review of Implementer's financial records relating to the Work, program implementation procedures, program marketing material, program

implementation documents, field audits of Implementer employees or Subcontractors, energy efficiency savings provided by the program, funds spent to date, information relating to the substantiation of program expenditures, incentives paid to date, customers given incentives to date, lists of employees and respective duties, lists of Subcontractors and their respective responsibilities or service provided.

SCE may, in its sole discretion and at anytime, request information or data relating to the program, Work or this Contract, and Implementer shall provide such information in the format and within the time requested by SCE. Nothing in this provision shall limit the type, format or frequency of such requests by SCE.

Any request made pursuant to this section shall be at the sole cost and expense of SCE; SCE further agrees to reimburse Implementer for any and all costs incurred by it as a result of this section.

## 21. MODIFICATIONS

Except as otherwise provided in this Contract, changes to this Contract shall be only be valid through a written amendment/Change Order to this Contract signed by both Parties.

## 22. TERM

This Contract shall be effective as of the Effective Date. Unless otherwise terminated in accordance with the provisions of Section 23 below, this Contract shall terminate at midnight November 31, 2012; provided however, that all Work and services shall be completed by the dates specified in the Statement of Work.

## 23. TERMINATION OR CANCELLATION

23.1. CPUC Authority To Modify: The Work and program under which the Work is authorized herein shall at all times be subject to the discretion of the California Public Utilities Commission (CPUC), including, but not limited to, review and modifications, excusing performance hereunder, or termination as the CPUC may direct from time to time in the reasonable exercise of its jurisdiction.

23.2. Termination for Convenience: Notwithstanding any other provisions of the Contract, SCE shall have the unilateral right to terminate the Work, or any portion thereof, or the Contract by the issuance of a Change Order, which shall not require Implementer's acceptance. Subject to the provisions of Section 23.3 and 23.4 hereof, SCE shall complete the payments for all Work accepted by SCE and for any expenses, incurred or committed (and for which Implementer cannot cancel) by Implementer in connection with the Work through the effective date of termination. SCE, at its option, may take possession of any Material paid for by SCE. The provisions of this Section 23.2 shall be Implementer's sole remedy resulting from such termination.

23.3. Cancellation for Default. In the event of: (i) the breach of or failure of Implementer to perform any of its material obligations under the Contract

including, but not limited to, failure to complete the Work on time or failure to make satisfactory progress or persistent failure to pay labor and material claims; (ii) the failure of Implementer to give SCE adequate assurance of performance within ten working days after written demand by SCE therefore when reasonable grounds for insecurity arise; or (iii) the insolvency, bankruptcy or receivership of Implementer, then SCE may (a) withhold payment of any further monies which may be due Implementer until such condition is cured, and/or (b) declare Implementer to be in default of the Contract and notify Implementer in writing of such declaration and shall be entitled to cancel the Contract in whole or in part effective immediately upon written notice thereof. Any cancellation pursuant to this Section 23.3 shall not be deemed a "termination" for the purposes of Section 23.2 hereof.

In the event of such cancellation, Implementer shall immediately stop Work and surrender to SCE's possession, complete and incomplete Documentation and other Information, Material, control and use of the Jobsite and all Implementer and SCE-owned equipment, facilities, and all other items which SCE may deem necessary or appropriate until the Work is completed. Implementer shall assign to SCE the outstanding subcontracts and Contracts as requested by the SCE Representative for such completion. SCE shall have the right to provide, or contract for, all additional labor, Material, and any other items which it may deem necessary to complete the Work.

In the event of cancellation for default by Implementer, if the total of all expenses incurred by SCE to complete the Work is greater than the sum which would have been payable under the Contract if Implementer had completed the Work, the difference shall constitute a claim against Implementer. Such claim shall be due and payable within ten working days after presentation of the claim. Additionally, SCE shall have the right to pursue other remedies afforded by law.

23.4 Delivery of Materials: Without limiting the effect of the provisions of Sections 15 and 23.3 hereof, upon receipt of notice of termination or cancellation under this Section 23, Implementer shall immediately deliver to SCE all complete and incomplete Documentation, and all Material. If, at the time of termination or cancellation further sums are due Implementer, Implementer shall not be entitled to the sums until all Documentation and all Material required to be delivered to SCE are delivered.

23.5 Cessation of Work: Upon receipt of notice of termination or cancellation for any reason, Implementer shall promptly cease all Work except for additional Work that SCE may, in its discretion, request Implementer to perform. Additional Work shall be performed in compliance with the terms of the Contract.

## 24. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Contract, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

Implementer:  
Inyo County Planning Department  
Attn.: Joshua Hart, Planning Director  
PO Drawer L  
Independence, CA 93526

SCE:  
Jesse Langley  
Southern California Edison  
6042A N. Irwindale Ave,  
Irwindale, CA 91702

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

## 25. INDEPENDENT CONTRACTOR

Implementer is and will perform the work as an independent contractor for SCE. Nothing in this Contract shall be construed so as to render Implementer an employee, agent, representative, joint venturer or partner of SCE for purposes of carrying out this Contract. Implementer shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, SCE without first receiving express written authorization from SCE. SCE and Implementer shall each maintain sole and exclusive control over its respective personnel and operations.

## 26. BENEFIT TO SCE CUSTOMERS

Ratepayer funded programs must directly benefit customers in the service territory from which the funds are collected. The energy efficiency program implemented pursuant to this Purchase Order is funded in whole or in part by funds collected from SCE's customers for public purpose programs, and therefore must directly benefit SCE's customers. PGC Funds are defined as those certain funds collected from electric utility ratepayers pursuant to Section 381 of the California Public Utilities Code for public purpose programs, including energy efficiency programs approved by the CPUC.

## 27. ENVIRONMENTAL, HEALTH & SAFETY REQUIREMENTS

The "Southern California Edison ENVIRONMENTAL, HEALTH & SAFETY HANDBOOK FOR CONTRACTORS", dated January 10, 2010, is hereby incorporated by reference into this Contract. Implementer shall immediately notify the SCE Representative if Implementer is unable to meet ANY of the requirements set forth therein. SCE may

cancel this Contract if Implementer fails to meet the requirements set forth in this Handbook. Such cancellation shall not be deemed a termination under the termination provisions of this Contract.

#### 28. NON-DISCRIMINATION CLAUSE

No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

Each Party represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions of this clause in all subcontracts for its Work obligations.

#### 29. NON-DISCRIMINATION CLAUSE

None of the provisions of this Contract shall be considered waived by either Party unless such waiver is specifically stated in writing.

#### 30. ASSIGNMENT

No Party shall assign this Contract or any part or interest thereof, without the prior written consent of the other Party, and any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, if SCE is requested or required by the Commission to assign its rights and/or delegate its duties hereunder, in whole or in part, such assignment or delegation shall not require Implementer's consent and SCE shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

#### 31. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Contract and their application shall not be affected thereby, but shall remain in full force and effect, unless a court,

regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Contract.

### 32. GOVERNING LAW; VENUE

This Contract shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Any action brought to enforce or interpret this Contract shall be filed in Los Angeles County, California.

### 33. SECTION HEADINGS

Section headings appearing in this Contract are for convenience only and shall not be construed as interpretations of text.

### 34. SURVIVAL

Notwithstanding completion or termination of this Contract, the Parties shall continue to be bound by the provisions of this Contract which by their nature survive such completion or termination.

### 35. ATTORNEYS' FEES

Except as otherwise provided herein, in the event of any legal action or other proceeding between the Parties arising out of this Contract or the transactions contemplated herein, each Party in such legal action or proceeding shall bear its own costs and expenses incurred therein, including reasonable attorneys' fees.

### 36. PRIOR WORK.

In the event that Implementer performs any Work authorized by SCE but prior to the execution of this Contract, then such prior Work shall be considered performed subject to the provisions of this Contract.

### 37. ENTIRE AGREEMENT

This Contract (including all of the Exhibits and attachments hereto which are incorporated into this Contract by reference) contains the entire agreement and understanding between the Parties with respect to the Program and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Contract.

### 38. COUNTERPARTS.

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

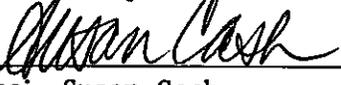
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives.

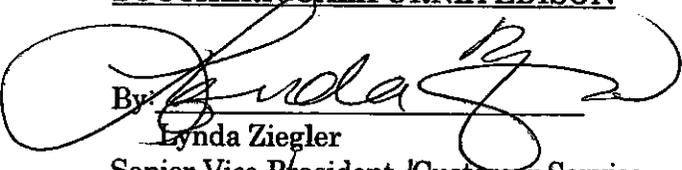
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

COUNTY OF INYO

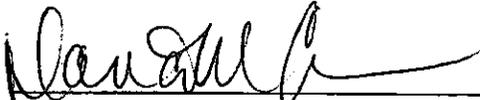
Board of Supervisors

By:   
Name: Susan Cash  
Title: Chairperson  
Dated: 1-25-11

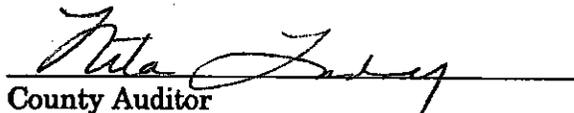
SOUTHERN CALIFORNIA EDISON

By:   
Name: Lynda Ziegler  
Title: Senior Vice President, Customer Service  
Dated: 3/22/11

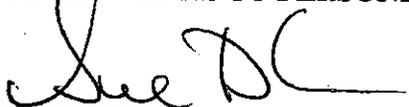
APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

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**EXHIBIT A**

**STATEMENT OF WORK (with Appendices A-C)**

## Statement of Work

**PROGRAM IMPLEMENTER: COUNTY OF INYO**

**PROGRAM NAME: COST, ENERGY, AND SERVICE EFFICIENCIES ACTION PLAN (CESEAP)**

**PROGRAM BUDGET: \$187,000.00**

### **SECTION 1: PROGRAM DESCRIPTION**

**A. Program Background:** Pursuant to Decision 09-09-047, the CPUC authorized Southern California Edison ("SCE") to conduct strategic plan activities centered on energy efficiency and addressing the "Big, Bold" strategies and related local government goals found in the CPUC's California's Long-Term Energy Efficiency Strategic Plan ("CEESP")<sup>1</sup>. Based on this authorization, SCE conducted a solicitation seeking to fund activities that would lead to long-term, sustainable changes as opposed to supporting staffing resources or short-term initiatives that would cease to exist once the funding had ended.

One of the selected programs in this solicitation is the CESEAP ("Program") that promotes long-term energy efficiency and climate action activities. The Program will be implemented by the County of Inyo ("Implementer").

During Program implementation, the Implementer will work closely with other local, regional, State, and Federal agencies, including the Inyo Local Transportation Commission (LTC), the City of Bishop, the Great Basin Unified Air Pollution Control District (BGUAPCD), and others.

The Implementer also participates in a regional partnership for energy efficiency with the City of Bishop, the High Sierra Energy Foundation, Mono County, and the Town of Mammoth Lakes (the "Partnership"), and will utilize the Partnership to optimize its work. The Implementer will perform the tasks required in order to demonstrate how the Partnership can meet the objectives of the CEESP in cooperation with its partners while utilizing the following CEESP Goals:

- **Strategic Plan Goal 3:** Local governments lead by example with their own facilities and energy usage practices; and
- **Strategic Plan Goal 4:** Local governments lead their communities with innovative

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<sup>1</sup> Please go to [www.californiaenergyefficiency.com](http://www.californiaenergyefficiency.com) for a copy of the CEESP.

programs for energy efficiency, sustainability and climate change.

**B. Defined Terms:** Capitalized terms not otherwise defined in this Statement of Work ("SOW") will have the meaning ascribed to them in the Contract, which is attached to the SOW and incorporated herein by reference.

1. **Business Day:** The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
2. **Calendar Day:** The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays.
3. **Change Order:** Document SCE issues to Implementer and, unless otherwise provided in the Contract, Implementer accepts, and which changes or modifies the terms of the Contract.
4. **Contract:** Document issued by SCE to Implementer, as may be amended in writing as provided therein, which authorizes the Work, states the terms and conditions and incorporates by reference the Statement of Work and any other referenced documents, if applicable, all of which form the agreement (Contract) between SCE and the Implementer, with the following priority in the event of conflicting provisions: Change Orders, from the most recent to the earliest; the Statement of Work; the Contract; and any other referenced documents, and which facilitates payment to the Implementer for the Work described herein.
5. **Contract Program Manager or CPM:** The SCE Representative who will manage the Program.
6. **CPUC:** The California Public Utilities Commission.
7. **Month or Monthly:** A term ending on the last Calendar Day of each month.
8. **Performance Indicators:** Specific, measureable, actionable, realistic and time-specific requirements that will directly and measurably contribute to SCE's business goals for the Agreement.
9. **SCE Representative:** The CPM or such other representative authorized by SCE to manage this Program.
10. **Subcontractor:** An entity contracting directly or indirectly with Implementer to furnish services or materials as part of or directly related to Implementer's Work.
11. **Title 24:** California Code of Regulations (CCR), Title 24, also known as the

California Building Standards Code (composed of 12 parts). Title 24, Part 6 sets forth California's energy efficiency standards for residential and nonresidential buildings and was established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Title 24, Part 6 is the focus of the Work under this Purchase Order.

- 12. Work:** Any and all obligations of Implementer to be performed for the Partnership pursuant to and during the term of the Contract, any revision to the Contract, or a subsequent Contractor Contract Addendum incorporating this Statement of Work. The Work will include, but may not be limited to, the tasks described in Section 5 of this Statement of Work.

## **SECTION 2: OBJECTIVES**

Through the Program, the Implementer intends to accomplish the following:

1. Develop consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County of Inyo.
2. Develop and adopt detailed programs, policies, and implementation measures to achieve the solutions identified.
3. Conduct energy production and consumption inventories, both County-wide, and for County facilities and activities, and related emissions inventories and sinks consistent with AB32 and SB375.
4. Adopt a program to track energy consumption and emissions, both County-wide, and with more detail for County facilities and activities.

## **SECTION 3: GENERAL REQUIREMENTS**

**A. Notice to Proceed ("NTP"):** Implementer may start Work only upon the occurrence of each of the following:

1. Implementer receives the Contract;
2. Implementer provides to the CPM a signed acknowledgement form of the Contract; and
3. CPM provides to Implementer written approval to proceed.

**B. Goals:** The primary goal of the Program is to achieve the objectives and Performance Indicators set forth herein, in the time frame herein. SCE will regularly review the

implementation schedule (milestones, delivery dates, etc.) contained herein against actual Work performed by Implementer to assess the Program's progress.

**SECTION 4: SCHEDULE OR TASKS DELAYS**

If the schedule or a task (including achievement of goals as outlined herein) is delayed for any reason, Implementer has the responsibility to notify the CPM in writing within thirty (30) Business Days. SCE may accept the delay, allow time for the remedy of the delay, reduce both the budget and the Work, or terminate the Contract within thirty (30) Business Days following receipt of any written notice of delay from Implementer.

**SECTION 5: STATEMENT OF WORK**

The Work for each of the CEESP Goals and associated tasks are described below:

**Task 1 - Program Ramp-up**

**A. Attend Program Kick-off Meeting:** Implementer's representative(s) will attend a half-day Program kick-off meeting with the CPM to discuss Program logistics, marketing coordination, evaluation, monitoring and verification coordination, invoicing requirements, scope of Work, and any remaining Contract issues at an SCE-designated location.

Implementer's representative will attend the Program kick-off meeting at a time and place to be determined by SCE after the issuance of the NTP.

**B. Program Data, Invoicing, and Reporting Tool Training:** The Implementer's representatives will attend a half-day workshop (Webcast) that provides training on the use of the SCE invoicing and reporting tool ("IR Tool"). The Implementer's representatives will attend IR Tool training at a time and place to be determined by SCE after the issuance of the NTP.

Deliverable(s)	Due Date(s)
1. Attend a half-day Program Kick-off Meeting	Determined by SCE after the issuance of the NTP.
2. Attend a half-day IR Tool training session and ongoing IR Tool update training.	Determined by SCE after the issuance of the NTP or notification of IR Tool

	program changes.
3. Delivery flat files (first draft) to CPM for review and approval.	IR Tool training plus 5 Calendar Days.
4. Delivery of flat files (final draft) to CPM for review and approval.	IR Tool training plus 10 Calendar Days.

**Task 2 - Strategic Plan Goal 3**

*Strategic Plan Goal 3: Local governments lead by example with their own facilities and energy usage practices.*

- Task 2.A (Strategic Plan Task 3.1.1): Develop energy benchmarking policies and procedures to enable ongoing benchmarking of all local government facilities;
- Task 2.B (Strategic Plan Task 3.1.2): Set up ‘utility manager’ computer program to track Implementer’s usage. Identify need for sub-metering to plan, budget and manage bills;
- Task 2.C (Strategic Plan Task 3.2.1): Develop/adopt an energy chapter for City/County climate or energy action plan;
- Task 2.D (Strategic Plan Task 3.2.2): Adopt a policy to require LEED, ENERGY STAR Ratings, or other program standard for Implementer’s facilities;
- Task 2.E (Strategic Plan Task 3.2.4): Develop commission/retro-commission policies for Implementer’s facilities

**Task 2.A – Develop energy benchmarking policies and procedures to enable ongoing benchmarking of all local government facilities**

As part of the Program, Implementer will develop energy benchmarking policies and procedures to enable ongoing benchmarking of all local government facilities. The benchmarking framework will be based on ENERGY STAR Portfolio Manager (“Portfolio Manager”).

Implementer will use Portfolio Manager to analyze existing and projected energy use in all County facilities. Goals, policies, and implementation measures will be developed to reduce this energy use, and their effectiveness will be modeled. A computer model will be developed to monitor energy use to measure progress in reducing energy use at County facilities and track progress based on the goals and modeling. Overall energy use in the County will be modeled for current usage, future usage without new projects, and future usage with new project conditions to provide benchmarking goals as well.

The County will work with SCE to link benchmarks to SCE's incentive programs.

The Implementer will develop a final report, which will be transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the Program, amongst other topics. The energy consumption tracking program for Implementer's facilities will be shared with other interested agencies to assist them with their benchmarking pursuits.

The Implementer will, at a minimum, track the following information through the IR Tool:

1. Number of participants adopting Benchmarking Policy and Procedures; and
2. Number of non-participants receiving Benchmarking Policy Best Practices Report.

The Implementer will quantitatively assess the value and benefits of the Program through:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County.
2. Detailed programs, policies, and implementation measures to achieve the solutions identified.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. **Benchmarking Assessment and Planning Report** – Implementer shall include assessment of existing benchmarking policies, procedures and resources and plan for developing a benchmarking policy and procedures based on the information gained from the assessment. Included in the plan will be processes through which the benchmarking will be used to identify and implement measures that result in improved energy efficiency. Implementer may also include a recommendation that existing policies and procedures are sufficient and no new development is necessary. This may be in the format of a memo report or full report.
2. **Draft Benchmarking Policy and Procedures.**
3. **Report on Stakeholder Input** – Implementer shall include a list of all stakeholder meetings and workshops, and include a list of all attendees and contact info by workshop and a discussion on how input was used in refining the policy.
4. **Final Benchmarking Policy.**

5. Submit Benchmarking Policy and Procedures to Board of Supervisors for consideration – If the policy is adopted, Implementer shall submit the date the policy becomes effective. If the policy is rejected, Implementer shall submit memo report on reasons for rejection and alternate plans.
6. Monthly Status Report: Implementer will provide a monthly report of all on-going activities including a list of monthly achievements and outstanding issues.
7. Report on Benchmarking: Best Practices and Lessons Learned – Implementer shall include lessons learned through the work on this task and plans for sharing information on benchmarking with other local governments, if applicable. Implementer may also include results of information sharing activities.

<b>Task 2.A - Deliverable(s)</b>	<b>Due Date(s)</b>
1. Benchmarking Assessment and Planning Report	NTP plus 240 Calendar Days
2. Draft Benchmarking Policy and Procedures	NTP plus 510 Calendar Days
3. Report on Stakeholder Input: Benchmarking Policy and Procedures	NTP plus 510 Calendar Days
4. Final Benchmarking Policy and Procedures	NTP plus 660 Calendar Days
5. Submit Benchmarking Policy and Procedures to Board of Supervisors for consideration	NTP plus 690 Calendar Days
6. Monthly status reports per Task 4	Monthly with Invoicing Requirement (Task 4)
7. Report on Benchmarking: Best Practices and Lessons Learned	No later than October 15, 2012

**Task 2.B- Set up ‘utility manager’ computer program to track municipal usage**

Implementer will procure the utility manager software program to help Implementer evaluate usage by building site. Implementer will set-up the system so that it is fully functional.

Implementer will deploy the utility manager to track energy use, achieve energy cost savings, and to set up a tracking program to measure success in reducing energy use. The Implementer will ensure that the results from the utility manager allows users to review and analyze energy usage data allowing for analysis of program success and ways to maximize

all available cost and energy savings opportunities.

County staff will identify actions through the tracking system to achieve more energy efficiency. These are expected to include benchmarking against the baseline to measure success. Existing incentive programs will be evaluated for effectiveness, and included in the program. The County will work with SCE to link benchmarks to the incentive programs that will be tracked with the tracking systems to be developed or deployed as a part of this task. The County and the Partnership will continue to encourage energy efficiency even after the targets have been met. The tracking program will include a wide range of potential actions to reduce energy consumption that can continue to be implemented even after individual targets have been achieved. The tracking software program will provide a tool for continued implementation.

As a part of this task, the Implementer will:

1. Conduct a market assessment to determine the course of action Implementer should take. This will include evaluating utility manager products and their respective capabilities and costs. Implementer will use this information to determine the provider/supplier to move forward with;
2. Select and work with a tracking software provider to develop and implement the utility manager system;
3. Develop a data acquisition and transfer plan to input utility data into the system; and
4. Train personnel in the use of and in the interpretation of results.

The Implementer will develop a final report, which will be transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, amongst other topics. The energy consumption tracking program for Implementer's facilities will be shared with other interested agencies to assist them with their benchmarking pursuits.

The Implementer will, at a minimum, track the following information through the IR Tool:

1. Baseline energy production/consumption and associated emissions County-wide; and
2. Future scenario without a program to minimize energy use;
3. Future scenario with a program to increase energy efficiency, as well as create tracking programs to measure progress

The Implementer will quantitatively assess the value and benefits of the Program through:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County; and
2. A program to track energy consumption and emissions, both County-wide, and with more detail for County facilities and activities.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task.
2. Enterprise Energy Management Information System ("EEMIS")/Utility Manager Assessment and Planning Report – Implementer shall include assessment of at least one available utility manager-type of system, utility manager software selection, plans for completing this task, and plan for sustainability of the utility manager/EEMIS activity. In addition, Implementer will include a plan for ensuring a coordinated effort among local and regional agencies in setting up the utility manager system as Implementer strives for consistency in data development and capture and reporting.
3. Procure Utility Manager/EEMIS System – Implementer shall include proof of authorization to utilize utility management software not requiring purchase, invoice for purchase of utility management software, if purchased, or if partnership will utilize the County of Los Angeles' EEMIS system, EEMIS Access Agreement between the Implementer and the County of Los Angeles to implement EEMIS for the Implementer to implement EEMIS for participating agencies within the County of Inyo.
4. Utility Manager/EEMIS Installation Report – Implementer shall include documentation of the completed installation of Utility Manager/EEMIS system including the completion of initial EEMIS data acquisition, data transfer and report generation activities, and status report of ongoing Utility Manager/EEMIS data acquisition, data transfer and report generation activities for each participating agency.
5. Training Program Plan - Implementer shall include scope of training, curriculum, and schedule.
6. Training Program Report – Implementer shall include training sessions conducted, attendees at each session, and effectiveness of training.
7. Deliver Monthly reports per Task 4.

<b>Task 2.B - Deliverable(s)</b>	<b>Due Date(s)</b>
1. Report on Status of Consultant or Subcontractor to Support the Task	NTP plus 150 Calendar Days
2. EEMIS/Utility Manager Assessment and Planning Report	NTP plus 240 Calendar Days
3. Procure Utility Manager/EEMIS System	NTP plus 300 Calendar Days
4. Utility Manager/EEMIS Installation Report	NTP plus 395 Calendar Days
5. Training Program Plan	NTP plus 510 Calendar Days
6. Training Program Report	NTP plus 660 Calendar Days
7. Deliver Status Monthly status reports per Task 4	Monthly with Invoicing Requirements (Task 40)

**Task 2.C – Develop/adopt an energy efficiency chapter for County’s energy action plan**

As part of the Program, the Implementer will work with the Partnership to develop an energy efficiency chapter for any energy action plan that may be developed for the County (EE-EAP) – refer to Task 3.A. While Task 3.A will develop a template for the EAP for the community, this Task will develop EE-EAP for County-owned facilities.

Implementer will develop the EE- EAP to be presented to the Inyo County Board of Supervisors. Specifically, the Implementer will:

1. Procure a consultant, identify locally significant issues, prepare and execute questionnaires and preliminary consultations.
2. Prepare and review energy data and related emissions and sinks modeling for three scenarios.
3. Review past reports and current upgrade energy consumption activities.
4. Undertake detailed research based on issues and constraints identified in previous tasks; synthesize the public participation, research and inventories, and recommend preliminary strategies to arrive at policies, programs, and implementation measures.
5. Develop a draft EE-EAP.

The Implementer will consult extensively with other local and regional partners to execute

the scope of work. A final report will be prepared and transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, amongst other topics. The final EE-EAP will be shared with other interested agencies to assist them with their benchmarking pursuits.

The Implementer will, at a minimum, track the following estimates through the IR Tool:

1. Number of participants adopting EE-EAPs;
2. The rationale and benefits of the proposed scope of work include the following:
  - Consensus based solutions to minimize activities contributing to energy use and related emissions, and promotes energy efficiency throughout the County.
  - Detailed programs, policies, and implementation measures to achieve the solutions identified.
  - Energy production and consumption inventories, both County-wide, and for County facilities and activities, and related emissions inventories and sinks consistent with AB32 and SB375.
  - A program to track energy consumption and emissions, both County-wide, and with more detail for County facilities and activities.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task.
2. Assessment and Plan for Development of the EE-EAP– Implementer shall include assessment of existing EAPs or other resources that can be used for templates, assessment of non-governmental organizations resource offerings, such as templates, rationale for selecting the approach selected, plan for developing the template with an emphasis on the energy efficiency chapter based on the information gained from the assessment. Implementer may also include analysis of building trends or market research. The plan may incorporate a steering committee approach for managing the process, and assessment of best management practices. This may be in the format of a memo report or full report.
3. Draft EE-EAP – Implementer shall include analysis of the total electricity consumption of Implementer's public facilities and associated green house gas assessments, as well as other fuels as appropriate. Implementer may also include

assessment of total energy consumption, and green house gas for buildings, vehicles, streetlights and traffic signs.

4. Report on Stakeholder Input – Implementer shall include a list of all stakeholder meetings, workshops, etc.; list of all attendees and contact information by workshop; and discussion on how input was used in refining the policy. Implementer may also include community stakeholder meetings.
5. Final EE-EAP.
6. Monthly reports of tracked Performance Indicators.

Task 2.C. - Deliverable(s)	Due Date(s)
1. Report on Status of Consultant or Subcontractor to Support the Task	NTP plus 150 Calendar Days
2. Assessment and Plan for Development the EE-EAP	NTP plus 240 Calendar Days
3. Draft EE-EAP	NTP plus 510 Calendar Days
4. Report on Stakeholder Input	NTP plus 660 Calendar Days
5. Final EE-EAP	NTP plus 660 Calendar Days
6. Monthly Status reports per Task 4	Monthly with Invoicing Requirements (Task 4)

**Task 2.D - Adopt a policy to require LEED, ENERGY STAR ratings, or other program standard for Implementer's facilities**

As part of the Program, Implementer will develop an energy policy requiring standards for Implementer's facilities that incorporates LEED standards and ENERGY STAR ratings (Advanced Program Code/Standard). The policy will be presented to the Inyo County Board of Supervisors for consideration. These programs will be developed through research regarding similar programs elsewhere, and outreach to the County's partners and other local, regional, State, and federal agencies.

The Implementer will conduct an assessment of building practices in the region as well as other similar codes or standards that have been developed by other entities. As part of this planning process Implementer will consult extensively with other local and regional partners

to develop its plan for LEED standards and incorporating ENERGY STAR ratings for its own facilities.

Outreach will occur to gather information and make other jurisdictions in the County aware of the effort. A final report will be distributed to the County's local, regional, State, and federal partners. Additional consultation will occur throughout the work effort. The Implementer will include a dissemination strategy for LEED standards and ENERGY STAR ratings, including potentially providing model development guidelines to Building and Safety offices, local building associations, and retail outlets throughout the County. County staff with responsibilities for energy efficiency planning and implementation will be involved throughout the work effort, and will be available to train other personnel, as appropriate. Training will be provided in the implementation of the computer tracking software.

Implementer will prepare a draft policy for the Advanced Program Code/Standard for incorporating LEED standards and/or ENERGY STAR ratings for County facilities. This draft policy will be reviewed with stakeholders including SCE, the City of Bishop, LTC, and GBUAPCD, among other constituents identified. A final policy for Advanced Program Code/Standard will be prepared and submitted to the Implementer's Board of Supervisors for consideration.

A final report on the process will be prepared and transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, amongst other topics. The final Advanced Program Code/Standard will be shared with other interested agencies to assist them with their energy efficiency policy pursuits.

The Implementer will, at a minimum, track the following estimates through the IR Tool:

1. Baseline energy production/consumption and associated emissions County-wide;
2. Future scenario without a program to minimize energy use;
3. Future scenario with such a program, as well as create tracking programs to measure progress

The rationale and benefits of the proposed scope of work include the following:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County.
2. Detailed programs, policies, and implementation measures to achieve the solutions identified.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task
2. Assessment and Planning Report for the Development of a Policy for LEED, ENERGY STAR or other program standard (Advanced Program Code/Standard) for Implementer's Facilities – Implementer shall include assessment of existing codes/standards and/or policies and resources, and plan for developing advanced program code/standards for Implementer's facilities based on the information gained from the assessment. This may be in the format of a memo report or full report.
3. Draft Advanced Program Code/Standard – Implementer may include amendments to County Code.
4. Report on Stakeholder Input: Policy adopting LEED standard and or ENERGY STAR ratings for County Facilities - Implementer shall include a list of all stakeholder meetings, workshops, etc., list of all attendees and contact info by workshop, and discussion on how input was used in refining the policy.
5. Final Policy on Advanced Program Code/Standard
6. Submit Advanced Program Code/Standard to Board of Supervisors for consideration – If policy is adopted, Implementer shall submit date the policy becomes effective. If policy is rejected, Implementer shall submit memo report on reasons for rejection and alternate plans.
7. Final Report on the Process that is distributed to SCE, the City of Bishop, LTC, and GBUAPCD, among other constituents.
8. Monthly reports of tracked Performance Indicators

Task 2.D - Deliverable(s)	Due Date(s)
1. Report on Status of Consultant or Subcontractor to Support the Task	NTP plus 150 Calendar Days

2. Assessment and Planning Report for the Development of a Policy for LEED, ENERGY STAR or other program standard (Advanced Program Code/Standard) for Implementer's Facilities	NTP plus 240 Calendar Days
3. Draft Advanced Program Code/Standard	NTP plus 510 Calendar Days
4. Report on Stakeholder Input	NTP plus 660 Calendar Days
5. Final Advanced Program Code/Standard	NTP plus 660 Calendar Days
6. Submit Advanced Program Code/Standard to Board of Supervisors for consideration	NTP plus 690 Calendar Days
7. Final Report on the Process that is distributed to SCE, the City of Bishop, LTC, and GBUAPCD	NTP plus 690 Calendar Days
8. Monthly Status reports per Task 4	Monthly with Invoicing Requirements (Task 4)

**Task 2.E - Develop commissioning/retro-commissioning policies for Implementer's facilities**

As part of the Program, Implementer will develop an energy policy requiring County buildings to undergo Commissioning (for new buildings) ("Cx") or Retro-Commissioning (for existing buildings) ("RCx"), as feasible. Cx or RCx is performed to bring the buildings into proper operating condition. Based on the age and the operating condition of a building, RCx can resolve comfort and high energy consumption issues that may have occurred during design, construction or problems that have developed during the operation and maintenance of the building. The policy will be presented to Inyo County Board of Supervisors for consideration. Implementer will develop a plan to encourage increased energy efficiency in new and altered development, including potentially identifying and prioritizing County and other government facilities and activities to be modified to minimize energy use and related emissions. The computer tracking program and final plan will provide means to audit progress, which will be implemented through the plan.

The Implementer will conduct an assessment of existing building operations and maintenance practices and policies or standards that have been developed by other entities that address Cx or RCx. As part of this planning process, Implementer will consult extensively with other local and regional partners to develop its plan for Cx and RCx for its own facilities. Implementer is currently working on retrofitting its facilities through an

Energy Commission grant. Through the Program, the County will further leverage funds through these efforts.

Implementer will prepare a draft policy for Cx and RCx for County facilities. This draft policy will be reviewed with stakeholders including SCE, the City of Bishop, LTC, and GBUAPCD, among other constituents identified. A final policy for Cx or RCx will be prepared and submitted to the Board of Supervisors for consideration.

A final report on the process will be prepared and transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, amongst other topics. The final policy for Commissioning and Retro-Commissioning will be shared with other interested agencies to assist them with their energy efficiency policy pursuits.

The Cx and RCx policy will, at a minimum, address the following:

1. Description of what Cx and RCx is and how it will benefit the Implementer facility operations;
2. Identification of operations and maintenance and energy-efficiency improvements;
3. Provision of staff training on optimized building system operations;
4. Provision of training to building operators on how to help improvements persist;
5. Improving the ability of building operations staff to identify wasteful energy use;
6. Review and enhancement of building documentation;
7. Improving occupant comfort and workforce productivity;
8. Improving indoor air quality;
9. Creation of persistent savings over the remaining lifetime of the affected equipment;
10. Prolonging of equipment life; and
11. Demonstration of a well-delivered Cx/RCx process so that building owners and operators realizes the value inherent in this service.

The Implementer will, at a minimum, track the following estimates through the IR Tool:

1. Number of Implementer's facilities surveyed for Cx/RCx Study;
2. Number of Implementer's facilities identified as Cx/RCx candidates;
3. Number of Implementer's facilities pursuing Cx/RCx work;

4. Number of Implementer's facilities applying for Cx/RCx audits and/or rebates via SCE programs; and
5. Number of peer agencies requesting and receiving the Cx/RCx Study.

The rationale and benefits of the proposed scope of work include the following:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County.
2. Detailed programs, policies, and implementation measures to achieve the solutions identified.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task;
2. Assessment and Planning Report for the Development of a Policy for Cx and RCx on Implementer's Facilities – Implementer shall include assessment of existing Cx/RCx policies and resources and plan for developing a policy for Cx/RCx on Implementer's Facilities based on the information gained from the assessment. This may be in the format of a memo report or full report;
3. Draft Policy for Cx/RCx on Implementer's facilities;
4. Report on Stakeholder Input – Implementer shall include a list of all stakeholder meetings, workshops, etc., list of all attendees and contact info by workshop, and discussion on how input was used in refining the policy;
5. Final Policy for Cx/RCx on Implementer's facilities;
6. Submit Policy for Cx/RCx on Implementer's facilities to Implementer's Board of Supervisors for consideration - If the policy is adopted, Implementer shall submit the date the policy becomes effective. If the policy is rejected, Implementer shall submit memo report on reasons for rejection and alternate plans; and
7. Monthly reports of tracked Performance Indicators.

Task 2.E - Deliverable(s)	Due Date(s)
1. Report on Status of Consultant or Subcontractor	NTP plus 150 Calendar Days

to Support the Task	
2. Assessment and Planning Report for the Development of a Policy for Cx/RCx on Implementer's facilities	NTP plus 240 Calendar Days
3. Draft Policy for Cx/RCx on Implementer's facilities	NTP plus 510 Calendar Days
4. Report on Stakeholder Input: Cx/RCx on Implementer's facilities	NTP plus 660 Calendar Days
5. Final Policy for Cx and RCx on Implementer's facilities	NTP plus 660 Calendar Days
6. Submit Policy for Cx/RCx on Implementer's facilities to Board of Supervisors for consideration	NTP plus 690 Calendar Days
7. Monthly Status reports per Task 4	Monthly with Invoicing Requirements (Task 4)

### **Task 3 - Strategic Plan Goal 4**

***Strategic Plan Goal 4:*** Local governments lead their communities with innovative programs for energy efficiency, sustainability and climate change.

- Task 3.A (Strategic Plan Task 4.1.1): Develop a regional template for EAP;
- Task 3.B (Strategic Plan Task 4.1.2): Customize EAP with energy efficiency language and data;
- Task 3.C (Strategic Plan Task 4.1.3): Update General Plan/Conservation Element with Climate policies. Provide energy efficiency framework and data for other people doing planning; and
- Task 3.D (Strategic Plan Task 4.1.4): Conduct the energy efficiency savings analysis for an annual Greenhouse Gas inventory for the City/County.

### **Task 3.A - Develop a regional template for EAP**

As part of the Program, Implementer will develop a template for EAPs, to track energy use in the County, incorporating inventories, policy development, and programs. This will provide an EAP template for use by other agencies, tribes, and other entities in the County to

consider and implement to reduce their energy use. Through the process, final reports will be provided to methodically refine the language. The final report will provide the regional template.

This process for regional template development will include extensive outreach to the City of Bishop, the Forest Service, Bureau of Land Management, Great Basin Unified Air Pollution Control District, Death Valley National Park, tribes, and other stakeholders to gather information for the EAP template, as well as distribute the results of the planning effort. This coordination effort will result in model language, actions, and tracking to leverage knowledge and resources, as well as work to standardize efforts throughout the County. The County will consider incentive programs to encourage construction that exceeds Title 24 requirements.

The Implementer will consult extensively with other local and regional partners to execute the scope of work. A final report will be prepared and transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, amongst other topics. The final EAP template will be shared with other interested agencies to assist them with their energy efficiency planning pursuits.

Individual strategies that may result from the EAP template include the following:

- Programs to encourage energy efficiency and minimize resource outlays in government and private development beyond code requirements through incentive-based strategies, such as density bonuses, development agreements, and public-private partnerships.
- Menus of measures to reduce energy use and associated emissions, such as through development design, facilities upgrades, operations, and procurement decisions.
- Model development designs in menu format tailored to the individual climate sub-areas in Inyo County.
- Identify measures necessary to ensure that large vehicle fleets and facilities comply with evolving energy efficiency, air quality regulations, and forecast feasible measures to exceed the requirements.
- Provide energy production, emissions, and baseline data and forecasts to comprehensively measure progress.
- Prepare and implement computer software programs to measure energy consumption and emissions from County facilities and activities in real time to track progress,

including cost savings and other benefits.

The Implementer will, at a minimum, track the following estimates through the IR Tool:

1. Number, name and type of collaborative entities; and
2. Number, location and type of public input events (e.g., workshops and forums).

The rationale and benefits of the proposed scope of work include the following:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County.
2. Detailed programs, policies, and implementation measures to achieve the solutions identified.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task;
2. Assessment and Plan for Development a Regional Template for EAP – Implementer shall include assessment of existing EAP or other resources that can be used for templates, assessment of non-governmental organizations resource offerings, such as templates, rationale for selecting the approach selected, and plan for developing the template with an emphasis on the energy chapter based on the information gained from the assessment. This may be in the format of a memo report or full report;
3. Draft EAP Template – Implementer shall include a detailed energy efficiency chapter framework;
4. Report on Stakeholder Input - Implementer shall include a list of all stakeholder meetings, workshops, etc., list of all attendees and contact info by workshop, and discussion on how input was used in refining the EAP template. Implementer may also include community stakeholder meetings;
5. Final EAP Template; and
6. Monthly reports of tracked Performance Indicators.

Task 3.A. - Deliverable(s)	Due Date(s)
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1. Report on Status of Consultant or Subcontractor to Support the Task	NTP plus 150 Calendar Days
2. Assessment and Plan for Development a Regional Template for EAP	NTP plus 240 Calendar Days
3. Draft EAP Template	NTP plus 510 Calendar Days
4. Report on Stakeholder Input	NTP plus 660 Calendar Days
5. Final EAP Template	NTP plus 660 Calendar Days
6. Monthly Status reports per Task 4	Monthly with Invoicing Requirements (Task 4)

### **Task 3.B. - Customize EAP with energy efficiency language and data**

Implementer will customize the EAP template with energy efficiency language and data. The outputs of the EAP feed into the Cost, Energy, and Service Efficiencies Action Plan ("CESEAP"). To develop the customized EAP, a comprehensive set of programs will be developed describing customized solutions to encourage reduced energy use and related emissions. These programs will provide basic baseline data for the County and other local governments in their planning efforts. Through this process, draft and final reports will be provided to methodically refine the language.

The Implementer will consult extensively with other local and regional partners to execute the scope of work. A final report will be prepared and transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, among other topics. The final, customized EAP will be shared with other interested agencies to assist them with formulation of their efforts to develop an EAP and benchmarking pursuits.

Individual strategies that may result from the EAP include the following:

- Programs to encourage energy efficiency and minimize resource outlays in government and private development beyond code requirements through incentive-based strategies, such as density bonuses, development agreements, and public-private partnerships, as well as programs offered by SCE.
- Menus of measures to reduce energy use and associated emissions, such as through development design, facilities upgrades, operations, and procurement decisions.
- Model development designs in menu format tailored to the individual climate sub-

areas in Inyo County.

- Identify measures necessary to ensure that large vehicle fleets and facilities comply with evolving energy efficiency, air quality regulations, and forecast feasible measures to exceed the requirements.
- Provide energy production, emissions, and baseline data and forecasts to comprehensively measure progress.
- Prepare and implement computer software programs to measure energy consumption and emissions from County facilities and activities in real time to track progress, including cost savings and other benefits.

The Implementer will, at a minimum, track the following estimates through the IR Tool:

1. Number of participants for which energy use data is collected; and
2. Number of greenhouse gas inventories established for participants.

The rationale and benefits of the proposed scope of work include the following:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County.
2. Detailed programs, policies, and implementation measures to achieve the solutions identified.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task.
2. Plan for Customization of an EAP Regional Template – Implementer shall include data collection process, including data collection templates if applicable and methodology for estimating baseline. Implementer may also include collaboration steps. This may be in the format of a memo report or full report.
3. Draft EAP.
4. Report on Stakeholder Input - Implementer shall include a list of all stakeholder meetings, workshops, etc., list of all attendees and contact info by workshop, and discussion on how input was used in refining the policy. Implementer may also include community stakeholder meetings.
5. Final EAP.

6. Submit EAP to Board of Supervisors for consideration - If the EAP is adopted, Implementer shall submit the date the EAP becomes effective. If the EAP is rejected, Implementer shall submit memo report on reasons for rejection and alternate plans.
7. Monthly reports of tracked Performance Indicators.

Task 3.B. - Deliverable(s)	Due Date(s)
1. Report on Status of Consultant or Subcontractor to Support the Task	NTP plus 150 Calendar Days
2. Plan for Customization of a EAP Regional Template	NTP plus 240 Calendar Days
3. Draft EAP	NTP plus 510 Calendar Days
4. Report on Stakeholder Input	NTP plus 660 Calendar Days
5. Final EAP	NTP plus 660 Calendar Days
6. Submit EAP to Implementer's Board of Supervisors for consideration	NTP plus 690 Calendar Days
7. Submit Monthly Status Report per Task 4.	Monthly with Invoicing Requirements (Task 4)

**Task 3.C. - Customize Update General Plan/Conservation Element with Climate policies. Provide energy efficiency framework and data for other entities doing planning under the CESEAP framework.**

As part of the Program, Implementer will develop its CESEAP, incorporating inventories, policy development, and programs to track the County's energy use. The CESEAP will provide information to update General Plan/Conservation Element with climate policies and provide the energy efficiency framework and data for other entities doing planning under the CESEAP framework. The final report will provide recommendations for updated language in the Implementer's General Plan, as well as a detailed energy efficiency framework and extensive data for other people doing planning in the County. Through the process, a setting report, scoping report, energy consumption modeling, and draft and final reports will be provided to methodically refine the language.

The Implementer will consult extensively with other local and regional partners to execute the scope of work. A final report will be prepared and transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, amongst other topics. The final CESEAP will be shared with other interested agencies to assist them with their benchmarking pursuits.

Individual strategies that may result from the plan include the following:

- Programs to encourage energy efficiency and minimize resource outlays in government and private development beyond code requirements through incentive-based strategies, such as density bonuses, development agreements, and public-private partnerships.
- Menus of measures to reduce energy use and associated emissions, such as through development design, facilities upgrades, operations, and procurement decisions.
- Model development designs in menu format tailored to the individual climate subareas in Inyo County.
- Identify measures necessary to ensure that large vehicle fleets and facilities comply with evolving energy efficiency, air quality regulations, and forecast feasible measures to exceed the requirements.
- Provide energy production, emissions, and baseline data and forecasts to comprehensively measure progress.
- Prepare and implement computer software programs to measure energy consumption and emissions from County facilities and activities in real time to track progress, including cost savings and other benefits.

The implementer will, at a minimum, track the following estimates through the IR Tool:

1. Number and type of public workshops conducted;
2. Number of participants at each public workshop conducted; and
3. Number of participants adopting CESEAPs.

The rationale and benefits of the proposed scope of work include the following:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County.
2. Detailed programs, policies, and implementation measures to achieve the solutions identified.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task
2. Draft CESEAP, Conduct and Report on Public Review, if necessary – Implementer shall include list of meetings/workshops conducted, list of issues discussed, resolutions and accords reached, and list of attendees
3. Final CESEAP report
4. Updated General Plan with climate policies
5. Submit, the CESEAP to the Implementer’s Board of Supervisors for review and authorization to proceed with the General Plan update requirements. If authorization to proceed is granted, then the Implementer shall submit the estimated date the CESEAP will become effective. If authorization is not granted, Implementer shall submit memo report on reasons for rejection and alternate plans.
6. Report on Dissemination of Lessons Learned/Best Practices to Other Municipalities

Task 3.C. - Deliverable(s)	Due Date(s)
1. Report on Status of Consultant or Subcontractor to Support the Task	NTP plus 150 Calendar Days/Months
2. Draft CESEAP, Conduct and Report on Public Review	NTP plus 510 Calendar Days/Months
3. Final CESEAP Report	NTP plus 660 Calendar days
4. Updated General Plan with Climate policies	NTP plus 660 Calendar days
5. Submit to Implementer’s Board of Supervisors for conceptual review and authorization to proceed with General Plan update requirements	NTP plus 690 Calendar days
6. Submit Monthly Status reports per Task 4.	Monthly with Invoicing Requirements (Task 4)
7. Report on Dissemination of Lessons Learned/Best Practices to Other Municipalities	No later than October 15, 2012

**Task 3.D - Conduct the energy efficiency savings analysis for an annual Greenhouse Gas inventory for the County**

Implementer will conduct the energy efficiency savings analysis for an annual greenhouse gas inventory for the County and incorporate into the CESEAP.

Implementer will assess existing methodologies and approaches to conducting the savings analysis and prepare a plan for conducting the analysis. The Implementer will consult extensively with other local and regional partners to execute the scope of work. A final report will be prepared and transmitted to SCE, the City of Bishop, LTC, GBUAPCD, and other interested parties documenting the best practices and lessons learned from the project, amongst other topics. The final CESEAP, including the savings analysis for an annual greenhouse gas inventory, will be shared with other interested agencies to assist them with their benchmarking pursuits.

Individual strategies that may result from the plan include the following:

- Menus of measures to reduce energy use and associated emissions, such as through development design, facilities upgrades, operations, and procurement decisions.
- Model development designs in menu format tailored to the individual climate sub-areas in Inyo County.
- Identify measures necessary to ensure that large vehicle fleets and facilities comply with evolving energy efficiency, air quality regulations, and forecast feasible measures to exceed the requirements.
- Provide energy production, emissions, and baseline data and forecasts to comprehensively measure progress.
- Prepare and implement computer software programs to measure energy consumption and emissions from County facilities and activities in real time to track progress, including cost savings and other benefits.

The implementer will, at a minimum, track the following estimates through the IR Tool:

1. Number of energy efficiency analyses conducted;
2. Number of jurisdictions receiving Program information, best practices and/or lessons learned ;and
3. Number and types of channels used to share Program information, best practices and/or lessons learned.

The rationale and benefits of the proposed scope of work include the following:

1. Consensus-based solutions to minimize activities contributing to energy use and related emissions, and promote energy efficiency throughout the County.
2. Detailed programs, policies, and implementation measures to achieve the solutions identified.

Implementer will provide all materials developed under this task to CPM for review and comment:

1. Report on Status of Consultant or Subcontractor to Support the Task
2. Plan for Energy Savings Analysis for greenhouse gas inventory – Implementer shall include data collection process, including data collection templates, if applicable, and methodology for performing the analysis. Implementer may also include collaboration steps. This may be in the format of a memo report or full report.
3. Draft Report on the Results of the Analysis
4. Final Report on the Results of the Analysis
5. Monthly reports of tracked Performance Indicators

Task 3.D. - Deliverable(s)	Due Date(s)
1. Report on Status of Consultant or Subcontractor to Support the Task	NTP plus 150 Calendar Days
2. Plan for Energy Savings Analysis for greenhouse gas Inventory	NTP plus 240 Calendar Days
3. Draft Report on the Results of the Analysis	NTP plus 510 Calendar Days
4. Final Report on the Results of the Analysis	NTP plus 660 Calendar Days
5. Monthly Status reports per Task 4	Monthly with Invoicing Requirements (Task 4)

**Task 4 – Invoicing and Reporting**

- A. **IR Tool:** After SCE provides Implementer training on the IR Tool, the Implementer will utilize the IR Tool, which serves three primary purposes:
  1. Enables Implementer to provide SCE with required Program information;
  2. Provides CPM the capability to access Implementer’s Program information and create reports; and

3. Provides miscellaneous reporting support for SCE's internal and CPUC reporting requirements.
- B. Submission of Information into IR Tool:** Implementer will update the IR Tool on a monthly basis in accordance with requirements delineated in Appendix A (Monthly Invoicing and Reporting Requirements). Implementer will work collaboratively with the CPM in tailoring the flat files for the Program.
- C. Monthly Invoicing and Reporting:** All required monthly invoice reports can be generated via the IR Tool. Implementer will be responsible for implementing, adhering to, and the submission of, the items as described in Appendix A (Monthly Invoicing and Reporting Requirements) of this Statement of Work. The invoice reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix A. If the changes are acceptable to the Implementer, the Implementer will implement these modifications in a timely manner and future invoice documentation will reflect them.
- D. SCE's Regulatory Reporting:** Implementer will implement, adhere to, and submit the items as described in Appendix B (Regulatory Reporting Requirements), as SCE requests. The costs to the Implementer of reporting shall not exceed one percent of the Implementer Budget. The CPUC reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix B. Implementer will implement these modifications in a timely manner and future invoice documentation will reflect them.

Implementer acknowledges that SCE may, in its sole discretion, require Implementer to provide such other reports or documentation that SCE deems appropriate or necessary ("Ad Hoc Reports"). Implementer will comply with any request for such Ad Hoc Report(s) within a reasonable time or, if applicable, within the time requested by SCE.

Deliverable(s)	Due Date(s)
1. Prepare and submit Monthly invoices and supporting documentation to SCE	Monthly, by the 15th Calendar Day for Work completed the preceding Month
2. Prepare and submit Monthly regulatory report, including flat files and monthly deliverable work sheet.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
3. Prepare and submit Quarterly regulatory	Quarterly, by the 30 <sup>th</sup> Calendar Day for

reports (Appendix B) to SCE	Work completed the preceding quarter, through October 31, 2012
4. Prepare and submit Ad Hoc Reports	As SCE requests and/or requires
5. Prepare and submit final invoice and Program Report to SCE	By November 15, 2012 for final invoice and by October 31, 2012 for final Program Report

**Task 5 - Ramp-Down and Shut-Down Program**

**A. Program Ramp-Down:** If there is a gap in Program services after October 15, 2012, Implementer will provide SCE with a ramp-down plan for the Program. To ensure complete Program shut-down, the Program ramp-down period will commence no later than September 1, 2012. Implementer's plan for Program ramp-down will take into consideration that all Work under Tasks 1-4 must be completed by October 15, 2012.

Implementer will resolve all outstanding Program issues and begin preparation of the Final Report beginning September 1, 2012.

**B. Program Shut-Down:** Implementer will provide to the CPM a plan with procedures on shutting down the Program.

All Program operations will be completely shut down after the last day of the Contract effective period.

Deliverable(s)	Due Date(s)
1. Submit detailed ramp-down and shut-down plans and schedules to CPM for review and approval	No later than September 1, 2012
2. Resolve outstanding Program and Partnership issues and begin preparation of Final Report	No later than September 1, 2012
3. Begin Program ramp-down	No later than September 1, 2012
4. Complete all Work under Tasks 1-4	No later than October 15, 2012

**Task 6 - Submit Final Program Report**

After Program shut-down and follow-up issues have been completed and resolved, the Implementer will submit a final report that reviews the Program's progress and

accomplishment (the "Final Report"). The costs to the Implementer of preparing the Final Report shall not exceed one percent of the Implementer Budget. At a minimum, the Final Report will cover:

- A. **Goal Attainment:** Documentation that substantiates the Implementer's achievement of the objectives, Program Performance Indicators, and deliverables for the Contract.
- B. **Program Achievement Discussion:** Were the goals/objectives met? Were the Program Performance Indicators achieved? Complete Program achievement for each Program Performance Indicator and deliverable indicating the measureable Program accomplishments.
- C. **Program Challenges:** What were the significant obstacles that were overcome?
- D. **Lessons Learned:** Could a Program of this scale have accomplished more?
- E. **Program Improvement Recommendations:** What improvements could have been made to help the Program be even more successful?
- F. **Program Next Step:** Should the Program a) be mainstreamed, b) continued to be developed or, c) ended.

Deliverable(s)	Due Date(s)
1. Submit draft Final Report for SCE review and approval	No later than October 1, 2012
2. Submit revised Final Report for SCE review and approval	The earlier of October 15, 2012 or within 2 weeks of SCE comments

**SECTION 6: PAYMENT**

**PULL FROM ITEM E ("TOTAL BUDGET COST") IN THE BIDDER'S PROPOSAL CHECKLIST**

- A. **Payment Terms:** The Implementer Budget will utilize 100% time and material based payments ("T&M payments"). Payment of the Implementer's budget will be based on receipt by SCE of the deliverables set forth herein. T&M payments will be in accordance with the Billing Rates set forth in Table 1, below and Appendix C (Billing Schedule). All payments will be subject to the Agreement and consistent with the budget breakdown set forth herein. Payment will be based on meeting deliverables and due dates set forth in Section 5 of this Statement of Work.

**B. Implementer Budget Limit:** Under no event will Implementer exceed the total amount budgeted by SCE for this Agreement of **\$187,000.00**.

**Table 1: Implementer T&M Fully Burdened Hourly Billing Rate (See Contract section 10.2.2 for more information)<sup>2</sup>**

Implementer Job Function	Hourly Rate for years	
	2010-2012 (\$/Hour)	% of Total Hours
Senior Consultant	\$200.00	N/a
County Administrator	\$95.20	3
County Counsel	\$98.00	2
Planning Director	\$66.23	11
Senior Planner	\$49.06	5
Associate Planner	\$44.63	21
Planning Coordinator	\$30.35	12
Public Works Director	\$74.34	11
Senior Engineer	\$56.67	5
Engineering Assistant	\$48.10	28
County Auditor	\$58.00	2
<b>Average Rate</b>	<b>100</b>	<b>100</b>

**Table 2: Implementers Budget Breakdown <sup>2</sup>**

Item	%	\$
1) Administration	7.2%	\$13,500
2) Marketing/Outreach Costs	3.2%	\$6,000.00
3) Direct Program Costs	89.6%	\$167,500.00
<b>Total Implementer Budget: 1) + 2) + 3)</b>	<b>100%</b>	<b>\$187,000.00</b>

<sup>2</sup> The figures allocated in table Nos. 1 and 2 are estimates only, and variances will not require a change order. However, SCE will monitor these values and discuss any variances with the implementer to determine the cause of such variances."

**SECTION 7: PERFORMANCE INDICATORS**

SCE will, at a minimum, monitor the Work based on the following Program Performance Indicators:

- A. Progress made against the goals, deliverables, and due dates above; and
- B. Actual performance versus predicted performance as outlined herein.

## Appendix A: Monthly Invoicing and Reporting Requirements

### A. Requirements

Monthly hard copy invoices are required at the 15th Calendar Day of each Month for Work completed the preceding Month with invoicing supporting files described herein. These invoices and supporting documents are for work performed by the Implementer and all Subcontractors.

On November 15, 2012 or sooner, Implementer will submit a final invoice associated with Program services that are tied directly to delivery of the Program deliverables (see Table 1, above). No additional Program services will be performed after October 15, 2012. Subsequent invoices will only contain expenses associated with closing out the Program (i.e., administration expenses, etc.) that are not directly tied to delivery of the Program goals.

### B. Procedures

1. Implementer uploads their Customer flat files into the IR Tool. The IR Tool creates a draft invoice for Implementer's review.
2. CPM reviews the draft invoice and advises the Implementer to re-submit their invoice if requested. Implementer is required to submit the following files to SCE by the 15th Calendar Day of each Month with each of their invoice submission:
  - Invoice – Hard Copy and electronic copy uploaded into the IR Tool;
  - Program Tracking Flat File – Uploaded electronically into the IR Tool;
  - Financial Flat File – Uploaded electronically into the IR Tool;
  - Monthly Narrative - Hard Copy with invoice submission;
  - Deliverable Table – Uploaded electronically;
  - Allowable Cost Table (see Appendix B) – Hard Copy with invoice submission; and
  - Supporting documentation – Uploaded electronically into the IR Tool.
3. Upon approval by CPM, the invoice is paid.

### C. Monthly Narrative

The Monthly narrative will include a discussion on the following Program activities occurring during the Month:

- Administrative activities;
- Marketing activities;
- Direct Implementation activities;
- Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.);
- Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.);
- Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.);
- Changes to staffing and staff responsibilities, if any;
- Changes to contacts, if any; and
- Changes to Subcontractors and Subcontractor responsibilities, if any.

## Appendix B: Regulatory Reporting Requirements

### 1. Program Reporting

Implementer will provide SCE with the requisite information on the prior Month's activities, accomplishments and expenditures related to its respective Work obligations, for purposes of preparing any reports required of SCE by the CPUC including Quarterly and Annual Reports. Requirements for these reports may change per the direction of the CPUC or the CPUC's Energy Division. The current reporting requirements are as follows:

### 2. Quarterly Report

Implementer will provide SCE with the requisite information to be compiled for the quarterly portfolio reporting.

**2.1. Expenditures for the Program per cost; Section 4, below contains a list of allowable costs.**

- a. CPUC authorized budget
- b. Operating Budget
- c. Total Expenditures
  - Administrative Cost
  - Marketing/Advertising/Outreach Costs
  - Direct Implementation Cost

**2.2. Program Narratives – For the Program, a description of the Program activities occurring during the quarter.**

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.)
- e. Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.)

- f. Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.)
- g. Changes to staffing and staff responsibilities, if any
- h. Changes to contacts, if any
- i. Changes to Subcontractors and Subcontractor responsibilities, if any
- j. Number of Partnership complaints received

**2.3. Implementer will provide additional data or information as required by the CPUC.**

**3. Annual Reports**

Implementer will provide SCE with the requisite information to be compiled for the annually portfolio reporting.

**3.1. Expenditures for the Program per cost; Section 4, below contains a list of allowable costs.**

- a. CPUC authorized budget
- b. Operating Budget
- c. Total Expenditures
  - Administrative Cost
  - Marketing/Advertising/Outreach Costs
  - Direct Implementation Cost

**3.2. Program Narratives – For the Program, a description of the Program activities occurring during the year.**

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.)
- e. Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, etc.)
- f. Discussion of near term plans for Program over the coming Months (i.e.,

marketing and outreach efforts that are expected to significantly increase Program participation, etc.)

- g. Changes to staffing and staff responsibilities, if any
- h. Changes to contacts, if any
- i. Changes to Subcontractors and Subcontractor responsibilities, if any
- j. Number of Partnership complaints received

**3.3. Implementer will provide additional data or information as required by the CPUC.**

**4. Allowable Costs**

<b>Allowable Costs Table</b>	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
<p><b>Administrative Cost Category</b></p> <p>Note: These allowable costs are to be allocated towards the direct implementation category.</p>	
	<b>Managerial and Clerical Labor</b>
	Implementer Labor – Clerical
	Implementer Labor - Program Design
	Implementer Labor - Program Development
	Implementer Labor - Program Planning
	Implementer Labor - Program/Project Management
	Implementer Labor - Staff Management
	Implementer Labor - Staff Supervision
	<b>Human Resource Support and Development</b>
	Implementer Labor- Human Resources
	Implementer Labor - Staff Development and Training
	Implementer Benefits - Administrative Labor
	Implementer Benefits - Direct Implementation Labor
	Implementer Benefits - Marketing/Advertising/Outreach Labor
	Implementer Payroll Tax - Administrative Labor
	Implementer Payroll Tax - Direct Implementation Labor
	Implementer Payroll Tax - Marketing/Advertising/Outreach Labor
	Implementer Pension - Administrative Labor
	Implementer Pension - Direct Implementation Labor
Implementer Pension - Marketing/Advertising/Outreach	

**Allowable Costs Table**

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.

	3/30/2006
<b>Cost Categories</b>	<b>Allowable Costs</b>
<p>Note: Travel and Conference Fees associated with Implementer Labor (e.g., Program Design, Program Development, Program Planning, and Program/Project Management) are to be allocated towards the direct implementation category.</p>	<b>Labor</b>
	<b>Travel and Conference Fees</b>
	Implementer - Conference Fees
	Implementer Labor - Conference Attendance
	Implementer - Travel - Airfare
	Implementer - Travel - Lodging
	Implementer - Travel - Meals
	Implementer - Travel - Mileage
	Implementer - Travel - Parking
	Implementer - Travel - Per Diem for Misc. Expenses
	<b>Overhead (General and Administrative) - Labor and Materials</b>
	Implementer Equipment Communications
	Implementer Equipment Computing
	Implementer Equipment Document Reproduction
	Implementer Equipment General Office
	Implementer Equipment Transportation
	Implementer Food Service
	Implementer Office Supplies
	Implementer Postage
	Implementer Labor - Accounting Support
	Implementer Labor - Accounts Payable
	Implementer Labor - Accounts Receivable
Implementer Labor - Facilities Maintenance	
Implementer Labor - Materials Management	

<b>Allowable Costs Table</b>	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
	Implementer Labor – Procurement
	Implementer Labor - Shop Services
	Implementer Labor – Administrative
	Implementer Labor - Transportation Services
	Implementer Labor – Automated Systems
	Implementer Labor – Communications
	Implementer Labor - Information Technology
	Implementer Labor – Telecommunications
<b>Marketing/Advertising/Outreach Cost Category</b>	
	Implementer - Bill Inserts
	Implementer – Brochures
	Implementer - Door Hangers
	Implementer - Print Advertisements
	Implementer - Radio Spots
	Implementer - Television Spots
	Implementer - Website Development
	Implementer Labor – Marketing
	Implementer Labor - Media Production
	Implementer Labor - Business Outreach
	Implementer Labor - Customer Outreach
Implementer Labor - Customer Relations	
<b>Direct Implementation Cost Category</b>	
	Financial Incentives to Customers
	Activity - Direct Labor
	Implementer Labor - Facilities Audits

**Allowable Costs Table**

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.

	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
	Implementer Labor – Curriculum Development
	Implementer Labor - Customer Education and Training
	Implementer Labor - Customer Equipment Testing and Diagnostics
	<b>Installation and Service – Labor</b>
	Implementer Labor - Customer Equipment Repair and Servicing
	Implementer Labor - Customer Equipment Repair and Servicing
	<b>Direct Implementation Hardware and Materials</b>
	Implementer - Direct Implementation Literature
	Implementer - Education Materials
	Implementer - Energy Measurement Tools
	Implementer - Installation Hardware
	Implementer - Audit Applications and Forms
	<b>Rebate Processing and Inspection - Labor and Materials</b>
	Implementer Labor - Field Verification
	Implementer Labor - Rebate Processing
	Implementer - Rebate Applications

**Appendix C: Billing Schedule-- Refer to Excel Spreadsheet sent separately.**

Sub-Task	Implementer Costs	Subcontractor Costs <sup>1</sup>	Expenses <sup>2</sup>	Expenses <sup>3</sup>	Total Program Cost
Task 1 - Program Ramp-up					
Task 1 (Not-to-Exceed Budget)					
Included in Task 2 through Task 3					

**Task 2 - Strategic Plan Goal 1**

A. Develop energy benchmarking policies and procedures to enable ongoing benchmarking of all local government facilities					
A.1. Benchmarking Assessment and Planning Report					
A.1	\$1,550	\$50	\$3,850	\$0	\$5,450
A.2	\$1,165	\$25	\$2,620	\$0	\$3,810
A.3	\$1,125	\$25	\$325	\$0	\$475
A.4	\$2,000	\$25	\$615	\$0	\$2,640
A.5	\$125	\$25	\$150	\$0	\$300
A.6	\$425	\$0	\$1,160	\$0	\$1,585
A.7	\$425	\$0	\$1,160	\$0	\$1,585
Subtotal					
B. Set up utility manager computer program to track municipal usage, identify need for sub-metering to plan, budget and manage bills	\$4,240	\$150	\$9,576	\$0	\$13,966
Subtotal					
C. Develop/adopt an energy chapter for City/County climate or energy action plan					
C.1. Report on Status of Consultant or Subcontractor to Support the Task					
C.1.1	\$2,710	\$1,050	\$0	\$0	\$3,760
C.1.2	\$3,055	\$8,135	\$0	\$0	\$11,190
C.1.3	\$1,755	\$250	\$7,805	\$0	\$9,810
C.1.4	\$1,540	\$50	\$4,870	\$0	\$6,960
C.1.5	\$3,340	\$100	\$6,735	\$0	\$10,175
C.1.6	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.7	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.8	\$3,340	\$100	\$6,735	\$0	\$10,175
C.1.9	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.10	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.11	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.12	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.13	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.14	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.15	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.16	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.17	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.18	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.19	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.20	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.21	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.22	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.23	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.24	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.25	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.26	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.27	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.28	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.29	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.30	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.31	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.32	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.33	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.34	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.35	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.36	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.37	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.38	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.39	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.40	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.41	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.42	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.43	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.44	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.45	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.46	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.47	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.48	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.49	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.50	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.51	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.52	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.53	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.54	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.55	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.56	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.57	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.58	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.59	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.60	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.61	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.62	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.63	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.64	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.65	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.66	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.67	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.68	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.69	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.70	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.71	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.72	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.73	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.74	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.75	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.76	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.77	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.78	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.79	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.80	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.81	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.82	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.83	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.84	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.85	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.86	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.87	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.88	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.89	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.90	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.91	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.92	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.93	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.94	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.95	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.96	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.97	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.98	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.99	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.100	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.101	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.102	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.103	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.104	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.105	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.106	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.107	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.108	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.109	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.110	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.111	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.112	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.113	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.114	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.115	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.116	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.117	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.118	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.119	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.120	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.121	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.122	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.123	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.124	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.125	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.126	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.127	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.128	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.129	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.130	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.131	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.132	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.133	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.134	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.135	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.136	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.137	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.138	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.139	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.140	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.141	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.142	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.143	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.144	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.145	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.146	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.147	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.148	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.149	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.150	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.151	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.152	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.153	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.154	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.155	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.156	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.157	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.158	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.159	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.160	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.161	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.162	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.163	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.164	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.165	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.166	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.167	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.168	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.169	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.170	\$1,540	\$50	\$4,870	\$0	\$6,460
C.1.171	\$1,540	\$50	\$4,870	\$0	\$6,460

C.2. For CESEAP Previously Developed, Conduct and Report on Public Review, if necessary		\$1,946	\$250	\$4,495	\$6,690
C.3. Revised Final CESEAP, if necessary		\$1,015	\$75	\$2,840	\$3,930
C.4. Updated General Plan with Climate policies		\$1,650	\$235	\$4,260	\$6,135
C.5. Submit Updated General Plan to Board of Supervisors for adoption		\$125	\$25	\$470	\$620
C.6. Report on Dissemination of Lessons Learned/Best Practices to Other Municipalities		\$650	\$150	\$2,056	\$2,756
<b>Subtotal</b>		<b>\$5,790</b>	<b>\$625</b>	<b>\$14,231</b>	<b>\$20,616</b>
D. Conduct the energy efficiency savings analysis for an annual Greenhouse Gas Inventory for the City/ County	1.4				
D.1. Report on Status of Consultant or Subcontractor to Support the Task		\$375	\$50	\$1,500	\$2,425
D.2. Plan for Energy Savings Analysis for GHG Inventory		\$1,740	\$275	\$4,665	\$6,500
D.3. Draft Report on the Results of the Analysis		\$725	\$25	\$1,810	\$2,560
D.4. Final Report on the Results of the Analysis		\$725	\$25	\$1,910	\$2,660
D.5. Monthly reports of tracked Performance Indicators		\$650		\$1,075	\$1,725
<b>Subtotal</b>		<b>\$4,215</b>	<b>\$175</b>	<b>\$9,962</b>	<b>\$13,972</b>
<b>Total Tasks (Not to Exceed Budget)</b>					<b>\$26,820</b>
Task 1: Strategic Plan Goal 1					Included in Task 2 through Task 3
Task 2: (Not to Exceed Budget)					
Task 3: Invoicing and Reporting					Included in Task 2 through Task 3
Task 4: (Not to Exceed Budget)					
Task 5: Ramp Down and Shut Down Program					Included in Task 2 through Task 3
Task 6: (Not to Exceed Budget)					
Task 7: Submit Final Program Report					Included in Task 2 through Task 3
Task 8: (Not to Exceed Budget)					
<b>Grant Total (All tasks)</b>	All	\$54,000	\$3,500	\$125,100	\$187,000

**Notes:**

- 1) **Labor:** Implementer shall invoice SCE at the fixed hourly rates for the applicable labor categories stated in the Contract for time spent directly engaged in performance of the Work by Implementer's employees. Such fixed hourly rates shall be inclusive of all of implementer's overhead costs (including all taxes and insurance), administrative and general fees, and profit.
- 2) **Expenses:** All reimbursable expenses shall be authorized by SCE in writing prior to the expenditure. Any expenses not so approved by SCE shall not be reimbursed. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary.
  - a) **Material Costs:** Material costs shall be substantiated with an invoice stating the unit price, quantity, and other information as required to identify the Work.
  - b) **Subcontract Labor Costs:** Subcontracted Work shall be charged at the hourly rates actually paid by implementer, not to exceed the hourly rates set forth in the Contract for Work performed by the implementer. Implementer shall provide Subcontractor invoices for any Implementer's invoice that includes Subcontractor costs.
  - c) **Out-of Pocket expenses:** Miscellaneous costs such as telephone communications, routine copying, electronic mail, facsimiles, computer time and in-house technical
  - d) **Travel Costs:** Approved air travel costs shall in no case exceed economy or coach fare, whichever is reasonably available. Automobile travel from Implementer's office to the Jobsite and to SCE's general offices shall be paid at the fixed mileage rate stated in the Contract, or if not stated, at SCE's rate for SCE employees.

**Table 1: Implementer T&M Hourly Billing Rate**

Implementer Job Function	Primary Responsibility	Fully Burdened Hourly Rate for years 2010-2012	% of Total Hours
		(\$/Hour)	
Senior Consultant		\$200.00	n/a
County Administrator		\$95.20	3%
County Counsel		\$98.00	2%
Planning Director		\$66.23	11%
Senior Planner		\$49.06	5%
Associate Planner		\$44.63	21%
Planning Coordinator		\$30.35	12%
Public Works Director		\$74.34	11%
Senior Engineer		\$66.67	5%
Engineering Assistant		\$48.10	28%
County Auditor		\$58.00	2%
			100%

**Notes:**

- Subcontracted Work shall be charged at the hourly rates actually paid by Implementer, not to exceed the hourly rates set forth in the Contract for Work performed by the Implementer. Implementer shall provide Subcontractor invoices for any Implementer's invoice that includes Subcontractor costs.

**Table 2: Implementers Budget Breakdown**

Allowable Cost Item	%	\$
1) Administration	7.2%	\$13,500
2) Marketing/Outreach Costs	3.2%	\$6,000
3) Direct Program Costs	89.6%	\$167,500
<b>Total Implementer Budget: 1) + 2) + 3)</b>	<b>100%</b>	<b>\$187,000</b>

**Notes:**

- Please refer to Appendix B for more information on Allowable Cost categories. The figures allocated in table Nos. 1 and 2 are estimates only, and variances will not require a change order. However, SCE will monitor these values and discuss any variances with the implementer to determine the cause of such variances



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

For Clerk's Use Only:  
AGENDA NUMBER

12

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

**FROM:** Leslie L. Chapman, Auditor-Controller

**FOR THE BOARD MEETING OF:** **October 30, 2012**

**SUBJECT:** Impounding of Property Tax Revenue

**DEPARTMENTAL RECOMMENDATION:**

Request the Board of Supervisors give the Auditor-Controller authority to impound \$500,000 of property tax revenue received from Coso Geothermal for the Fiscal Year 2012-2013 pursuant to GC 26906.1.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

As your Board is fully aware, Coso Geothermal Plant received approval to pay \$4,500,000 of the \$5,866,977 original unsecured property tax assessment for the 2012-2013 tax-year. After careful consideration and consulting with the County Office of Education's and Lone Pine High School's financial people, the decision has been made to request your approval to impound \$500,000. Once again, Coso is contesting the assessed value of the property. This leads to the possibility that a refund could be due to the taxpayer in the future. With the uncertainty surrounding this year and prior years' tax assessments, the general consensus is that it is better to hold the money in the County Treasury than to face the possibility of collecting it back later from our economically stressed agencies.

The County, our school districts and other special districts in the County depend on the property tax revenue as a consistent part of their annual budgets. Negative tax appointment can hurt their cash flow and cause the districts financial hardship. To date the Auditor Controller has distributed \$5,027,572 from the unsecured tax roll which is about \$150,000 more than what was distributed at this time last year.

Impounding the excess tax proceeds will help protect the County, our schools and special districts from spending money they may never realize.

**ALTERNATIVES:**

Your board could choose to not impound a portion of the tax revenue received from Coso Geothermal Plant which would result in a full distribution of all tax received in this year. This alternative is not recommended because if the appeals process results in a reduced value to this taxpayer, a negative tax distribution will have to occur.

**OTHER AGENCY INVOLVEMENT:**

Inyo County schools and special districts

**FINANCING:**

The impounded funds would be held in an interest bearing fund.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date <u>10-16-12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ Date <u>10-16-12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:** Lislie L. Chapman Date: 10/16/12  
(Not to be signed until all approvals are received)



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

For Clerks Use Only

AGENDA NUMBER

13

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

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** October 30, 2012

**SUBJECT:** Amend the FY 2012/13 DNA budget

**DEPARTMENTAL RECOMMENDATION:**

Request the Board amend the FY 12/13 DNA budget (056605) as follows: increase estimated revenue in Criminal Fines (object code 4211) by \$10,000 and increase appropriations in Professional Services (object code 5265) by \$10,000. (4/5's vote required).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Inyo County Sheriff's Department is currently conducting an investigation into the deaths of two young residents of Bishop. Autopsies have already been conducted with a Contract County and Toxicology results are pending. The Sheriff's Department anticipates needing Forensic DNA testing as part of this investigation. The transfer of these funds allows the Department to pay for that testing.

**ALTERNATIVES:**

The Board could choose not to amend the DNA budget and pay for DNA costs from the general fund.

**OTHER AGENCY INVOLVEMENT:**

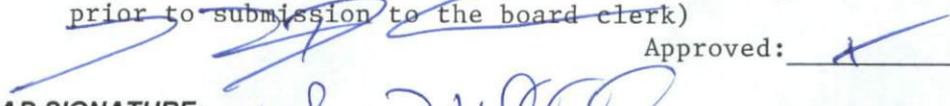
Auditor's office

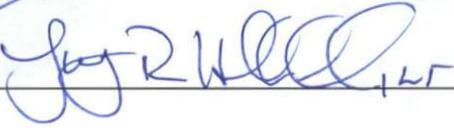
**FINANCING:**

The funding for this budget amendment will come from the DNA Identification Fund (500323) and will result in no increase to the net county cost.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>10/3/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

BUDGET OFFICER BUDGET RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the board clerk)  
  
Approved: X Date: 10-25-2012

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 10/4/12



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

For Clerk's Use  
Only:  
**AGENDA NUMBER**  
15

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 30, 2012

SUBJECT: Consider a Consent and Waiver for QuakeFinder for utilization of space at the County Farm in Big Pine.

**DEPARTMENTAL RECOMMENDATIONS:**

Request your Board:

- A) Provide staff direction whether to find a location County Farm at Big Pine that meets with QuakeFinder's needs and does not interfere with existing or anticipated uses of the property; and
- B) consider the Consent and Waiver provided by QuakeFinder; and
- C) if consistent with your Boards determination, authorize the Chairman of the Board to sign the Consent and Waiver.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

The County was approached by QuakeFinder, a private research organization focused on creating a system for forecasting major earthquakes. QuakeFinders request is to install an ultra-low frequency magnetometer ground sensor on the County Farm property in Big Pine. QuakeFinder indicates they have installed the equipment which includes a ground-based device for detecting electromagnetic signals. When mounted, it will stand about 5 feet tall and be in plastic enclosure which is 18" by 20" by 9". The magnetometers will be underground and are 3 inch diameter and 40 inches long. The unit will have a battery charged by solar panels. The information gathered by the device will be transmitted to QuakeFinder by cell phone. The device should be 300 to 500 feet from interference. The location that will not interfere with present or planned operations, have sun for the solar panels and be away from other interference has not been determined. Some in the scientific community indicate this theory has been studied and rejected.

**ALTERNATIVES:**

The Board could decide not to consider this request. If the Board chooses to not consider this request, it will be rejected by default.

**OTHER AGENCY INVOLVEMENT:**

QuakeFinder  
County Counsel  
Sheriff

**FINANCING:**

The only cost associated with this action is staff time to process and identify a location.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>Billie</u> Date <u>10-24-12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received) Wang H. [Signature] Date: 10-24-12

**Consent and Waiver**  
**The ULF Magnetometer Ground Sensor Program**  
**QuakeFinder Project**

**2011**  
**Site \_\_\_\_\_**

The QuakeFinder Ultra Low Frequency (ULF) Magnetometer Ground Sensor Program is an outgrowth of our research program to detect and study ULF signals that we believe occur in the days to hours before large (M6+) earthquakes. We are actively collaborating with Stanford University, UC Berkeley, UCLA, and UC Davis in this project. Some of our previous sensors were sponsored by NASA. We currently have nearly 65 of these sites operational with daily monitoring results posted at [www.quakefinder.com](http://www.quakefinder.com). You will be able to check the data summaries from your site each day online. The magnetometers are passive instruments, and do not radiate any harmful signals. Our goal is to have over 200 of these ULF monitoring sites along major earthquake faults in California.

The ideal host site for the Ground Sensor is situated on or within a mile of a major earthquake fault, where the site is relatively quiet in terms of man-made ULF signals. The sensor equipment is housed in a weather-tight enclosure that is installed within 500 feet of the host residence and is solar powered. Two magnetometer coils are buried several inches in the ground and one sensor in a vertical 3 ft deep hole, all within 15 ft. of the enclosure, and connected via cables. The sensor is battery-powered. The batteries are re-charged by a solar panel next to the instrument. The system uses an Internet link to the QuakeFinder Data Center computers in Palo Alto, CA. using a cell phone modem link to a nearby cell tower. No electrical connections are needed to your home. The imbedded computer on site records data from the sensor throughout the day, and then transmits the data to our QFDC computer via the Internet several times each day.

Periodically, a QuakeFinder technician will require access to your property to inspect and service the sensor, computer and/or Internet connection. We will always arrange these service calls in advance at a time that is convenient for you. We will need a phone number and email address to contact you.

By signing this Consent and Waiver Form, you authorize access to your property by QuakeFinder representatives to professionally install an ULF sensor as described above. You agree to host the sensor and safeguard it as you would your own property. QuakeFinder agrees to indemnify and hold you harmless for any damage to, or loss of, the sensor and related equipment, and for any claims or liabilities arising from injuries suffered by QuakeFinder representatives while on your property. You agree to allow QuakeFinder representatives access to your property and to the sensor and related equipment for servicing and repairs as needed from time to time, subject to reasonable notice.

We appreciate your interest in this project, and we want to conform to all your constraints relative to installing the equipment on your property. Your inputs will be solicited and followed.

Either party may terminate this agreement upon thirty (30) days written notice. Upon termination, you will allow us to remove our equipment and we will return your property to its original condition. The rights and obligations of this agreement are binding upon the heirs and successors of the parties.

QuakeFinder Consent and Waiver form for installation of QuakeFinder magnetometer Instrument.

I have read and understand the requirements, terms, conditions and limitations of QuakeFinder's ULF Magnetometer Ground Sensor Program as outlined above, and I agree to host the magnetometer sensor and related equipment on my property.

Identify any constraints (utilities, etc.) unique to your property:

Property Owner Name:

Preferred Point of Contact:

Address:

Telephone: Home:

Email address:

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

Acknowledged by QuakeFinder: Tom Bleier.

Signature: Thomas E. Bleier Date:

Questions or concerns, please call: (650) 473-9870

QuakeFinder is a Project within:

Stellar Solutions Inc.  
250 Cambridge Ave  
Suite 204  
Palo Alto, Ca 94306

Fax (650) 473-9866  
Phone (650) 473-9870  
[tbleier@quakefinder.com](mailto:tbleier@quakefinder.com)

*Printed*



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

For Clerk's Use Only:  <b>AGENDA NUMBER</b> <span style="font-size: 2em; color: blue;">116</span>
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- |  |  |  |   |
|--|--|--|---|
| <input type="checkbox"/> Consent           | <input checked="" type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Schedule time for | <input type="checkbox"/> Closed Session          | <input type="checkbox"/> Informational         |   |

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 30, 2012

SUBJECT: Change of Name of the Eastern Sierra Regional Airport to Bishop Airport

**DEPARTMENTAL RECOMMENDATIONS:**

That your Board consider a name change of the Eastern Sierra Regional Airport to Bishop Airport and direct staff.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

The Northern Inyo Airport Advisory Committee has recommended changing the name of the "Eastern Sierra Regional Airport" to the "Bishop Airport". The reason for the Advisory Committee's recommendation is apparently to acknowledge the airport's location and to minimize reported confusion finding the airport information and to return to the previous name. If your Board approves, the request will be forwarded to Caltrans Division of Aeronautics who will process the request. Approval by Caltrans Division of Aeronautics is not required, however support has been expressed. The support seems to be similar to that of the Advisory Committee.

**ALTERNATIVES:**

**OTHER AGENCY INVOLVEMENT:**

Caltrans Division of Aeronautics  
 Northern Inyo Airport Advisory Committee  
 FAA

**FINANCING:**

There is no direct expense other than staff time to change the name, however, there may be undetermined expenses when signage is changed.

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Date: 10-23-12



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

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

For Clerk's Use Only:
AGENDA NUMBER
17

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 30, 2012

SUBJECT: Change of Approach Pattern to the Eastern Sierra Regional Airport

**DEPARTMENTAL RECOMMENDATIONS:**

That your Board approve a request to the Federal Aviation Administration (FAA) to alter the approach to the Eastern Sierra Regional Airport

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

The Northern Inyo Airport Advisory Committee has recommended changing the approach pattern at the Eastern Sierra Regional Airport. The County Code includes "Arriving aircraft at Bishop Airport will fly left hand traffic for landing, crosswind, downwind, base and final. No straight-in-finals are approved unless authorized by the airport manager. ..." The reason for the Advisory Committee's recommendation is apparently to deal with what is actually happening, pilots flying a straight-in-final, but calling a Modified Left Base on the Unicom Radio, which does not accurately indicate where they are in the traffic pattern. The original request was for us to enforce the code. We have no mechanism to enforce the code because aircraft in the air are subject to FAA jurisdiction, including flight and approach patterns. Because of that, it may be appropriate to eliminate this provision from the County Code. In addition, aircraft currently flying either a GPS or LDA (Localizer Directional Aid) instrument approach to the airport are guided in on a straight in approach and final. Neither of these approach aids was available at the time the original County Code was written. If your Board approves, the request will be forwarded to FAA who will consider the request. If approved by the FAA, staff will return to your Board with an amendment to the County Code. Caltrans Division of Aeronautics will be notified of the request.

**ALTERNATIVES:**

**OTHER AGENCY INVOLVEMENT:**

- County Counsel
- FAA
- Caltrans Division of Aeronautics
- Northern Inyo Airport Advisory Committee

**FINANCING:**

There is no direct expense other than staff time to change the code.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: <u>Yes</u> Date <u>10/23/12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*[Handwritten Signature]*

Date: 10-24-12

U.S. Department of Transportation  
Federal Aviation Administration

## NOTICE OF LANDING AREA PROPOSAL

Name of Proponent, Individual, or Organization Inyo County  <input checked="" type="checkbox"/> Check if the property owner's name and address are different than above, and list property owner's name and address on the reverse.	Address of Proponent, Individual, or Organization <i>(No., Street, City, State, Zip Code)</i> 703 Airport Road Bishop, CA 93514
--	--

<input type="checkbox"/> Establishment or Activation <input checked="" type="checkbox"/> Alteration	<input type="checkbox"/> Deactivation or abandonment <input type="checkbox"/> Change of Status	} OF	<input checked="" type="checkbox"/> Airport <input type="checkbox"/> Heliport	<input type="checkbox"/> Ultraflight Flightpark <input type="checkbox"/> Seaplane Base	<input type="checkbox"/> Vertiport <input type="checkbox"/> Other (Specify)
--	---	---------	--	---	--

<b>A. Location of Landing Area</b>					
1. Associated City/State Bishop, CA	2. County/State (Physical Location of Airport) Inyo, CA			3. Distance and Direction From Associated City or Town	
4. Name of Landing Area Eastern Sierra Regional Airport	5. Latitude 37 ° 22 ' 23.2"	6. Longitude 118 ° 21 ' 49 "	7. Elevation 4124	2 Miles	Direction E

<b>B. Purpose</b>		
Type Use <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Private Use of Public Land/Waters	If Change of Status or Alteration, Describe Change Eliminate "No straight-in approaches" in airport information.  <input checked="" type="checkbox"/> Establishment or change to traffic pattern (Describe on reverse)	
<b>Construction Dates</b>		
	To Begin/Began	Est. Completion

<b>C. Other Landing Areas</b>	<i>Ref. A5 above</i>		<b>D. Landing Area Data</b>				<b>Existing (if any)</b>			<b>Proposed</b>		
	Direction From Landing Area	Distance From Landing Area	1. Airport, Seaplane Base, or Flightpark	Rwy #1	Rwy #2	Rwy #3	Rwy	Rwy	Rwy			
			Magnetic Bearing of Runway (s) or Sealane									
			Length of Runway (s) or Sealane (s) in Feet									
			Width of Runway (s) or Sealane (s) in Feet									
			Type of Runway Surface (Concrete, Asphalt, Turf, Etc.)									
			2. Heliport									
			Dimensions of Final Approach and Take off Area (FATO) in Feet									
			Dimensions of Touchdown and Lift-Off Area (TLOF) In Feet									
			Magnetic Direction of Ingress/Egress									

<b>E. Obstructions</b>			
Type	Height Above Landing Area	Direction From Landing Area	Distance From Landing Area
			3. All Landing Areas
			Description of Lighting (if any)
			Direction of Prevailing Wind

<b>F. Operational Data</b>					
1. Estimated or Actual Number Based Aircraft					
Airport, Flightpark, Seaplane base	Present (If est. indicate by letter "E")	Anticipated 5 Years Hence	Heliport	Present (If est. indicate by letter "E")	Anticipated 5 Years Hence
Multi-engine			Under 3500 lbs. MGW		
Single-engine			Over 3500 lbs. MGW		
Glider					

<b>G. Other Considerations</b>					
Identification	Direction From Landing Area	Distance From Landing Area	2. Average Number Monthly Landings		
			Present (If est. indicate by letter "E")	Anticipated 5 Years Hence	Present (If est. indicate by letter "E")
			Jet		Helicopter
			Turboprop		Ultraflight
			Prop		Glider

3. Are IFR Procedures For The Airport Anticipated	
<input type="checkbox"/> No	<input type="checkbox"/> Yes Within _____ Years
Type Navaid:	

<b>H. Application for Airport Licensing</b>		
<input type="checkbox"/> Has Been Made <input type="checkbox"/> Will Be Made	<input type="checkbox"/> Not Required <input type="checkbox"/> State	<input type="checkbox"/> County <input type="checkbox"/> Municipal Authority

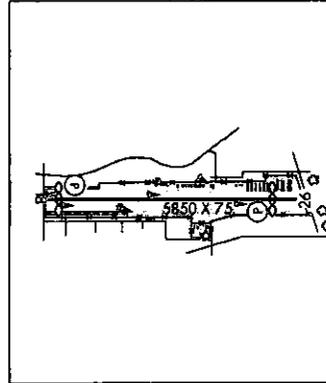
**I. CERTIFICATION:** I hereby certify that all of the above statements made by me are true and complete to the best of my knowledge.

Name, title (and address if different than above) of person filing this notice - type or print	Signature (in ink)	Date of Signature
		Telephone No. (Precede with area code)

**BIG BEAR CITY** (L35) QW UTC-8(-7DT) N34°15.83' W116°51.36'  
6752 B S4 FUEL 100LL, JET A TPA—7952(1200) NOTAM FILE RAL

LOS ANGELES  
H-4I, L-4H, 7C  
IAP

RWY 08-28: H5850X75 (ASPH) S-12.5 MIRL  
RWY 08: PAPI(P2L)—GA 4.3° TCH 29'. Thld dspicd 370'. Rgt tfc.  
RWY 26: PAPI(P2L)—GA 4.3° TCH 46'. Thld dspicd 600'. Trees.  
**AIRPORT REMARKS:** Attended 1600-0100Z. Jet A fuel avbl 1600-0000Z, self service after hrs. 100LL avbl 24 hr self service. Mountains all quadrants; peak hazard lgts SE, S, & NW. Extreme noise sensitive area; practice noise abatement procedures. Noise abatement procedures: Avoid overflying of high school 1 mile east at all times. On takeoff make 10° left turn at end of rwy to avoid housing to east and elementary school to west of arpt. ACTIVATE MIRL Rwy 08-26—CTAF. PAPI Rwy 08 and PAPI Rwy 26 opr continuously.



**WEATHER DATA SOURCES:** AWOS-3 135.925 (909) 585-4033.  
**COMMUNICATIONS:** CTAF/UNICOM 122.725  
① L.A. CENTER APP/DEP CON 126.35  
**RADIO AIDS TO NAVIGATION:** NOTAM FILE RAL.  
PARADISE (H) VORTAC 112.2 PDZ Chan 59 N33°55.10'  
W117°31.80' 043° 39.4 NM to fld. 1432/15E.  
VORTAC unusable:  
130°-145° byd 25 NM blo 5,000'  
145°-190° blo 8,000'  
190°-230° blo 10,000'  
310°-325° byd 35 NM blo 10,900'  
325°-345° byd 25 NM blo 11,500'  
345°-360° byd 35 NM blo 10,500'  
VOR portion unusable:  
145°-190° byd 25 NM blo 10,000'  
145°-190° byd 39 NM blo 13,500'

**BIG SUR** N36°10.88' W121°38.53' NOTAM FILE OAK.  
(L) VORTACW 114.0 BSR Chan 87 104° 22.7 NM to Tusi AHP (Hunter Liggett). 4080/16E.  
DME portion unusable:  
320°-085° byd 35 NM blo 9,000'

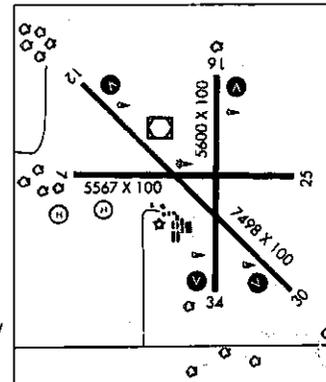
SAN FRANCISCO  
H-4H, L-3C

**BISHOP**

**EASTERN SIERRA RGNL** (BIH) 2 E UTC-8(-7DT) N37°22.39' W118°21.82'  
4124 B S4 FUEL 100LL, JET A OX 2 TPA—5124(1000) NOTAM FILE BIH

SAN FRANCISCO  
H-3C, L-9A  
IAP

RWY 12-30: H7498X100 (ASPH-PFC) S-70, D-110, 2S-139, 2D-200,  
C5-685 HIRL 0.3% up NW  
RWY 12: VASI(V2L)—GA 3.0° TCH 48'. Trees.  
RWY 30: VASI(V2L)—GA 3.5° TCH 55'. Tree.  
RWY 16-34: H5600X100 (ASPH-PFC) S-100, D-140, 2S-175,  
2D-240 HIRL  
RWY 16: VASI(V2L)—GA 3.0° TCH 39'.  
RWY 34: VASI(V2L)—GA 3.0° TCH 39'. Trees.  
RWY 07-25: H5567X100 (ASPH) S-40, D-56, 2D-98 MIRL  
0.4% up W  
RWY 07: Trees.  
**AIRPORT REMARKS:** Attended Mon-Fri 1530-0200Z, Sat-Sun 1500-0100Z. Hang glider activity invof arpt. Due to high apch minimums pilots may need an IFR alternate even though weather is forecast to be higher than 2000'-3. ~~No straight-in apchs~~; no intersection departures; left traffic pattern all rwys; helicopter tfc apch arpt from the W boundary. VASI Rwy 16, VASI Rwy 30 and VASI Rwy 34 unusable byd 1 NM. ACTIVATE MIRL Rwy 07-25, HIRL Rwys 12-30 and 16-34, VASI Rwys 12, 30, 16 and 34—CTAF.  
**WEATHER DATA SOURCES:** ASOS 119.025 (760) 872-2658.  
**COMMUNICATIONS:** CTAF/UNICOM 123.0  
RCO 122.6 (RIVERSIDE RADIO)  
OAKLAND CENTER APP/DEP CON 125.75



CONTINUED ON NEXT PAGE

**CALIFORNIA**  
CONTINUED FROM PRECEDING PAGE

RADIO AIDS TO NAVIGATION: NOTAM FILE BIH.

BISHOP (T) VOR/DME 109.6 BIH Chan 33 N37°22.62' W118°21.99' at fld. 4117/15E.

VOR DME unusable:

360°-105° byd 18 NM

LDA/DME 109.1 I-BIH Chan 28 Rwy 16. LOC/DME unusable byd 14.5 NM blo 8,600'.

HELIPAD #1: H40X40 (ASPH)

HELIPAD #2: H100X100 (ASPH)

**BISHOP** N37°22.62' W118°21.99' NOTAM FILE BIH.  
(T) VOR/DME 109.6 BIH Chan 33 at Eastern Sierra Rgrl. 4117/15E.  
VOR DME unusable:  
360°-105° byd 18 NM  
RCO 122.6 (RIVERSIDE RADIO)  
ASOS 119.025 BIH N37°22.38' W118°21.82'. (760) 872-2658.

SAN FRANCISCO  
H-3B, L-9A

**BLACK METAL PEAK** N34°18.55' W114°09.92'  
RCO 122.550 (PRESCOTT RADIO)

PHOENIX  
L-5A

**BLUE CANYON - NYACK** (See EMIGRANT GAP on page 105)

**BLYTHE** (BLH) 6 W UTC-8(-7DT) N33°37.15' W114°43.01'  
399 B FUEL 100LL, JET A TPA-1199(800) NOTAM FILE BLH  
RWY 08-26: H6543X150 (ASPH) S-80, D-160, 2S-175, 2D-300

PHOENIX  
H-4I, L-4I, 5A  
IAP

MIRL

RWY 26: VASI(V4L)-GA 3.0° TCH 42'.

RWY 17-35: H5800X100 (ASPH) S-52, D-76, 2S-100, 2D-135 MIRL

RWY 17: VASI(V4L)-GA 3.0° TCH 40'.

RWY 35: VASI(V4L)-GA 3.0° TCH 40'.

**AIRPORT REMARKS:** Attended 1500-0100Z. Actv over 12,500 pounds avoid housing area 1.5 NM SW below 2000'. Final apch Rwy 35 be established 2 NM from touchdown. Departure from Rwy 17 make climbing left turn soon as safety permits. Use wide t/c pattern for Rwy 26 and Rwy 35. Power plant 1 mile east of arpt producing thermal plumes; avoid low altitude direct overflight of the power plant. ACTIVATE MIRL Rwy 17-35 and Rwy 08-26 and VASI Rwy 17, Rwy 35, and Rwy 26-CTAF.

**WEATHER DATA SOURCES:** ASOS 120.175 (760) 922-3000. HIWAS 117.4 BLH.

**COMMUNICATIONS:** CTAF/AUNICOM 122.8

RCO 122.4 (RIVERSIDE RADIO)

L.A. CENTER APP/DEP CON 128.15

RADIO AIDS TO NAVIGATION: NOTAM FILE BLH.

(M) VORTACW 117.4 BLH Chan 121 N33°35.76' W114°45.68' 044° 2.6 NM to fld. 410/14E. HIWAS.

VOR portion unusable:

280°-295° byd 30 NM blo 7,000'

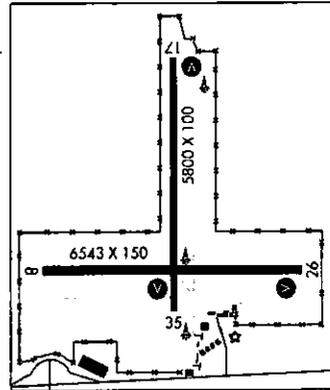
295°-325° byd 15 NM blo 12,000'

325°-018° byd 30 NM blo 7,000'

DME unusable:

280°-335° byd 15 NM blo 14,000'

335°-018° byd 15 NM blo 8,000'



**BOB HOPE** (See BURBANK on page 81)



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

For Clerk's Use Only:  
AGENDA NUMBER

18

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

**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** October 30, 2012

**SUBJECT:** Request to Appoint Deputy Public Works Director at Range 88, Step E.

**DEPARTMENTAL RECOMMENDATION:**

Request Board of Supervisors approve the appointment of Deputy Director of Public Works, Range 88, Step E - \$7,740, pursuant to Personnel Rule 5.5, "Compensation for New Employees".

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Deputy Director of Public Works position has been vacant for over a year. Several applicants whose applications indicated that they meet minimum qualifications have been interviewed in a series of interviews. One applicant demonstrated that they exceeded all other available candidates in the ability to provide the strong, permanent leadership required in the department. That individual was selected and has 20 years executive working experience in the public sector. Staff is specifically requesting authorization to hire at Step E since we feel this applicant would be a unique fit for the Public Works Department.

**ALTERNATIVES:**

Your Board could decide not to approve approving appointment at Step E. However, this is not recommended since delays in hiring the right individual for the Public Works Director job make filling other vacancies in other leadership positions within the department all the more imperative.

**OTHER AGENCY INVOLVEMENT:**

The Public Works Department and Deputy Director of Public Works supports the mission of every other County department.

**FINANCING:**

This position is funded in multiple Public Works Department budgets.

**APPROVALS**

COUNTY COUNSEL:

N/A

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

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

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>10/24/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>10-25-12</u>

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



Date: 10-24-12



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

For Clerk's Use Only:
<b>AGENDA NUMBER</b> 19

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Consent        | <input type="checkbox"/> Departmental      | <input type="checkbox"/> Correspondence Action                                 |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Schedule time for | <input type="checkbox"/> Closed Session <input type="checkbox"/> Informational |

FROM: Public Works Department

FOR THE BOARD MEETING OF: October <sup>30</sup>~~31~~, 2012

SUBJECT: Approve Amendment #7, extending the contract term and amount with Owenyo Services for the operation and maintenance of the Independence, Lone Pine and Laws Town Water Systems.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Approve Amendment #7 to the current Standard Contract #116 with Owenyo Services for the operation and maintenance of the Independence, Laws, and Lone Pine town water systems, extending the term through June 30, 2013 unless terminated earlier; and increasing the total contract amount not to exceed \$1,942,980.86
2. Authorize the Chairperson to sign the Amendment to the Contract contingent upon the appropriate signatures being obtained.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Inyo County first entered into an agreement with Owenyo Services to provide operations and maintenance services for the Lone Pine, Independence and Laws water distribution systems on June 15, 1999. The current agreement with Owenyo Services was approved on June 26, 2007, and has been extended 6 times previously, most recently on August 31, 2012 for two months to extend to October 31, 2012. That extension as well as the one being requested today, was to provide staff more time to evaluate the proposals and negotiate a contract for a longer term agreement for the operation and maintenance of the water systems. The extension requested today, includes time to at least partially address funding issues related to the present needs discussed in the workshop held on October 9, 2012.

The Public Works Department received proposals for the operation and maintenance of the three town water systems, and has been evaluating the responses. There have been a number of questions regarding the proposals and sometimes the answers have raised new questions. We are requesting another extension to finalize the evaluation of the proposals and finalize the agreement. Owenyo has agreed to continue to provide the services included in the contract for up to an additional eight months at the same monthly cost as the existing contract (\$26,985.83 per month).

**ALTERNATIVES:**

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

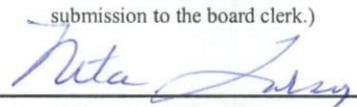
**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor

**FINANCING:**

Financing for this contract is included in the Preliminary and Proposed 2012-2013 budgets for the Lone Pine, Independence, and Laws water systems (152101, 152201, and 152301), object code 5265, Professional & Special Services. The funding is generally from water user fees established by Inyo County Ordinance 1008.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: <u></u>	Date <u>11.29/12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u></u>	Date <u>10/25/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____	Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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

**AMENDMENT NUMBER 7 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Owenyo Services**

**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

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

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

County and Contractor hereby amend such Agreement as follows:

Amend Section 2 TERM, to read as follows

**2. TERM**

The term of the agreement shall be from July 1, 2007 to June 30, 2013 unless terminated as provided below.

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

3,D. Limit upon the amount payable under Agreement. The total sum of all payments made by the County to contractor for services and work performed under this Agreement shall not exceed \$1, 942,980.86

The effective date of this amendment to the Agreement is October 30, 2012.

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

**AMENDMENT NUMBER 7 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Owenyo Services**

**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

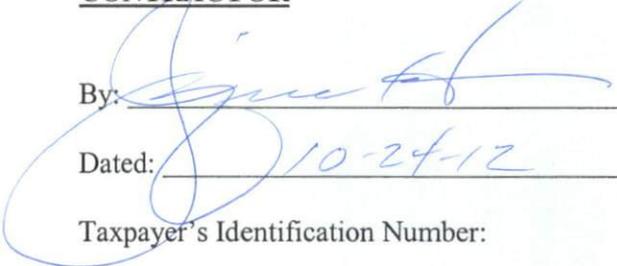
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
30th DAY OF OCTOBER, 2012.

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Dated: 10-24-12 \_\_\_\_\_

Taxpayer's Identification Number:  
\_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING  
FORM:

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

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

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

APPROVED AS TO RISK ASSESSMENT:

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



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

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

For Clerk's Use  
Only:

AGENDA NUMBER

20

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: October 30, 2012

SUBJECT: Purchase of 2 CARB Compliant Diesel Tractor Trucks

**DEPARTMENTAL RECOMMENDATIONS:**

1. Approve the Purchase of 2 CARB Compliant Diesel Tractor Trucks
2. Approve a Purchase Order for both trucks from Bakersfield Truck Center, in the amount of \$203,354.50 which includes sales tax and license fees.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Road Department is requesting to purchase two (2) used 2011 Freightliner Cascadia Tractor Trucks, to be used for hauling asphalt and aggregate materials. These trucks would be used in the hauling of material for Prop 1B projects as well as routine maintenance projects as needed, as well as being able to tow the transport trailer when equipment needs to be hauled. These trucks were identified as equipment to be purchased during this fiscal year and are included in the current budget. Purchasing trucks has become a higher priority as the Road Department strives to stay in compliance with state mandated CARB regulations.

Because these two (2) trucks are both used, the Road Department did not use a formal bid process due to the inability to create uniform specifications for used vehicles. Instead, the Road Department is considering Bakersfield Truck Center to be a "sole source".

**ALTERNATIVES:**

1. The Board could decide not to approve this request. This is not recommended, as the Road Department needs to replace the older non CARB compliant tractor trucks with newer tractor trucks that are CARB compliant and because trucks are an integral part of the Road Department's fleet.

**OTHER AGENCY INVOLVEMENT:**

The Inyo County Auditors Office

**FINANCING:**

There are sufficient funds available in the 2012/2013 Road Equipment budget (034600)

**APPROVALS**

COUNTY COUNSEL:

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

Approved: yes Date 10/22/12

AUDITOR/CONTROLLER

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

Approved: yes Date 10/24/12

PERSONNEL DIRECTOR

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

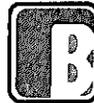
Approved: \_\_\_\_\_ Date \_\_\_\_\_

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

[Signature] Date: 10-24-12

Date: October 1, 2012  
 To: County of Inyo Roads Department  
 Address: PO Drawer Q  
Independence, CA. 93526



**BAKERSFIELD  
TRUCK  
CENTER**

PO Box 80057 - 7th Standard Road at Hwy 99  
 Bakersfield, California 93380 - 800-456-6950

**Proposal Sheet**

BAKERSFIELD TRUCK CENTER PROPOSES TO FURNISH THE FOLLOWING DESCRIBED EQUIPMENT F.O.B. \_\_\_\_\_  
 IN ACCORDANCE WITH THE SPECIFICATIONS AND SUBJECT TO TERMS AND CONDITIONS STATED. ALL PRICES QUOTED ARE FOR IMMEDIATE ACCEPTANCE.

DESCRIPTION	UNIT PRICE
<b><u>(2) Used 2011 Freightliner Cascadia Tractors</u></b>	
YEAR: 2011	
MAKE: Freightliner	
MODEL: Cascadia	
SLEEPER: Day Cab	
GVWR: 52,000#	
ENGINE: Detroit DD13 (EPA 2010 Compliant)	
TRANS.: Eaton Fuller FRO-16210C 10 spd	
H/P: 450 hp @ 1650 ft/lbs torque	
R. AXLE: Meritor MT-40-14X / 40,000#	
F. AXLE: MFS-12-143A 12K	
RATIO: 3.7	
SUSP: Airliner 40,000#	
5TH WHEEL: Fontaine Fixed 5th Wheel	
F. WHEEL: Alcoa	
R. WHEEL: Alcoa	
FAIRING(S): Non	
A/C: Yes	
JAKES: Yes	
W/B: 190"	
FUEL TANKS: 1/100 gal	
SCR TANK: 13 gallon	
MILEAGE: 325-340K	
TIRES: 295/22.5	
EXHAUST: Single Vertical	
	PER UNIT PRICE: \$ 89,950.00
	CAB GUARDS: \$ 1,500.00
	36" 5th WHEEL: \$ 3,100.00
	LICENSE: \$ 36.00
	CA. SALES TAX (7.75%): \$ 7,091.25
	CA TIRE FEE: \$ -
	<b>\$ 101,677.25</b>
WARRANTY: Remaining Engine - 5yr/500k miles - Detroit EW3	x2
Cooling - 4yr/500,000 miles	\$ 203,354.50
Climate Control - 4yr/500,000 mile	
Suspension - 4yr/500,000 mile	

Bakersfield Truck Center sells this equipment without any covenant or warranty, expressed or implied. Warranty on new equipment is warranted totally by the manufacturer of said equipment.

THE SIGNING OF THIS INSTRUMENT, BY THE BUYER SHALL CONSTITUTE AN ACCEPTANCE OF ALL OF ITS CONDITIONS AND SHALL CONSTITUTE THE CONTRACT FULL AND BINDING BETWEEN SELLER AND BUYER.

Respectfully Submitted,  
**BAKERSFIELD TRUCK CENTER**

Signature of  
 Purchaser

By

## Sole Source Justification Form

**Sole Source:** A unique service or item that is only available from a single source or one source is the only practical way to respond to overriding circumstances. The lack of planning is not an overriding circumstance.

**This is a sole source because:**

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

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

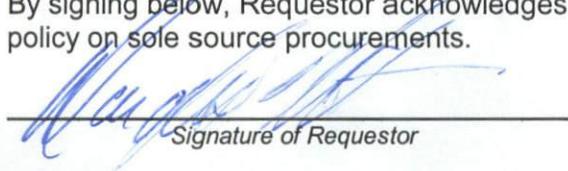
- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

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

**Due to the inability to create uniform specifications for used vehicles, the Road department would purchase 2 used Freightliner Cascadia Tractor Trucks from Bakersfield Truck Center for use in hauling material to paving projects.**

DEPARTMENT CONTACT PERSON & TITLE Twila Koepp Account Technician	
DEPARTMENT NAME Inyo County Road Department	PHONE 760-878-0202
REQUESTED SUPPLIER/CONSULTANT NAME Bakersfield Truck Center	SUPPLIER CONTACT PERSON
PO Box 80057 7 <sup>th</sup> Standard Road Bakersfield, CA 93380	SUPPLIER CONTACT'S PHONE NUMBER 800-456-6950

By signing below, Requestor acknowledges that he/she has read and understands the Authority's policy on sole source procurements.

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

10-23-12  
\_\_\_\_\_  
Date

\_\_\_\_\_  
President/CEO Approval

\_\_\_\_\_  
Date

Date: October 1, 2012  
 To: County of Inyo Roads Department  
 Address: PO Drawer Q  
Independence, CA. 93526



**BAKERSFIELD TRUCK CENTER**  
 PO Box 80057 - 7th Standard Road at Hwy 99  
 Bakersfield, California 93380 - 800-456-6950

**Proposal Sheet**

BAKERSFIELD TRUCK CENTER PROPOSES TO FURNISH THE FOLLOWING DESCRIBED EQUIPMENT F.O.B. \_\_\_\_\_  
 IN ACCORDANCE WITH THE SPECIFICATIONS AND SUBJECT TO TERMS AND CONDITIONS STATED, ALL PRICES QUOTED ARE FOR IMMEDIATE ACCEPTANCE.

DESCRIPTION	UNIT PRICE
<b><u>(2) Used 2011 Freightliner Cascadia Tractors</u></b>	
YEAR: 2011	
MAKE: Freightliner	
MODEL: Cascadia	
SLEEPER: Day Cab	
GVWR: 52,000#	
ENGINE: Detroit DD13 (EPA 2010 Compliant)	
TRANS.: Eaton Fuller FRO-16210C 10 spd	
H/P: 450 hp @ 1650 ft/lbs torque	
R. AXLE: Meritor MT-40-14X / 40,000#	
F. AXLE: MFS-12-143A 12K	
RATIO: 3.7	
SUSP: Airliner 40,000#	
5TH WHEEL: Fontaine Fixed 5th Wheel	
F. WHEEL: Alcoa	
R. WHEEL: Alcoa	
FAIRING(S): Non	
A/C: Yes	
JAKES: Yes	
W/B: 190"	
FUEL TANKS: 1/100 gal	
SCR TANK: 13 gallon	
MILEAGE: 325-340K	
TIRES: 295/22.5	
EXHAUST: Single Vertical	
	PER UNIT PRICE: \$ 89,950.00
	CAB GUARDS: \$ 1,500.00
	36" 5th WHEEL: \$ 3,100.00
	LICENSE: \$ 36.00
	CA. SALES TAX (7.75%): \$ 7,091.25
	CA TIRE FEE: \$ -
	<b>\$ 101,677.25</b>
	<b>x2</b>
	<b>\$ 203,354.50</b>
WARRANTY: Remaining Engine - 5yr/500k miles - Detroit EW3	
Cooling - 4yr/500,000 miles	
Climate Control - 4yr/500,000 mile	
Suspension - 4yr/500,000 mile	

Bakersfield Truck Center sells this equipment without any covenant or warranty, expressed or implied. Warranty on new equipment is warranted totally by the manufacturer of said equipment.

THE  
 CONTRACT FULL AND BINDING BETWEEN SELLER AND BUYER.

Respectfully Submitted,  
 BAKERSFIELD TRUCK CENTER

Signature of  
 Purchaser

By



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

For Clerk's Use Only:  AGENDA NUMBER  <i>21</i>
---

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

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: October 30, 2012

SUBJECT: Purchase of two (2) Semi Bottom Dump Trailers

**DEPARTMENTAL RECOMMENDATIONS:**

1. Approve the Purchase of two (2) Semi Bottom Dump Trailers.
2. Approve 2 Purchase Orders to Charter Sales in the amount of \$29,671.79 for each trailer. Price includes sales tax, document fees, Department of Motor Vehicle fees and a delivery fee.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Road Department is requesting to purchase two (2) 2006 Trail King TKBD22-362 Semi Bottom Dump Trailers from Charter Sales of Windsor, California. These trailers would be used in the hauling of material for Prop 1B projects, as well as routine maintenance projects as needed. Prop 1B will be the funding source for the purchase of both trailers. Both trailers are used, which prohibits formal bidding. As a result, the Road Department has treated Charter Sales as a sole source.

**ALTERNATIVES:**

1. The Board could decide not to approve this request. This is not recommended, as the Road Department has several Prop 1B projects to complete, along with routine maintenance projects that are ongoing. This also allows the Road Department to replace some of the older trailers that are no longer viable because of wear and tear.

**OTHER AGENCY INVOLVEMENT:**

The Inyo County Auditors Office

**FINANCING:**

Funding was included in the FY 2012-2013 Road Budget (034600) Object code 5650.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: <u><i>[Signature]</i></u> Date <u>10/23/12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u><i>[Signature]</i></u> Date <u>10/24/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*[Signature]* Date: 10-24-12



CHARTER SALES CO. 888-905-2621  
 7667 CONDE LANE 707-837-1893 OFFICE  
 WINDSOR, CA 95492 707-837-8748 FAX

**INVOICE QUOTE**

**SOLD TO:**

Inyo County Road Department  
 PO Drawer Q  
 Independence CA 93526  
 Bob  
 (760) 878-0203

136 North Edwards St

Stock #	<u>U2251</u>
Invoice #	<u>U2251</u>
Quote Date	<u>10/19/2012</u>
County	<u>Inyo</u>
Code	<u>31088</u>

**2006 TRAILING TKBD22-362**

**VIN: 1TKSC36246W071825**

SALES PRICE		\$ 26,500.00
DOC FEES		\$ 65.00
SALES TAX	7.75 %	\$ 2,058.79
DMV FEES		\$ 48.00

**TOTAL SALES PRICE \$ 28,671.79**

TRADE IN ALLOWANCE	-	
DELIVERY FEE	+	\$ 1,000.00
<b>SALES PRICE LESS TRADE IN</b>		<b>\$ 29,671.79</b>

CASH DOWN PAYMENT	+	
PAYMENT RECEIVED	-	

**TOTAL BALANCE DUE \$ 29,671.79**

**ALL USED EQUIPMENT SOLD AS-IS WHERE NO WARRANTY IS EXPRESSED OR IMPLIED**

SIGNED: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DELIVERED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**  
**Sam Ferrero**



CHARTER SALES CO.  
7667 CONDE LANE  
WINDSOR, CA 95492

888-905-2621  
707-837-1893 OFFICE  
707-837-8748 FAX

**INVOICE QUOTE**

**SOLD TO:**

Inyo County Road Department  
PO Drawer Q  
Independence CA 93526  
Bob  
(760) 878-0203

136 North Edwards St

Stock #	<u>U2252</u>
Invoice #	<u>U2252</u>
Quote Date	<u>10/19/2012</u>
County	<u>Inyo</u>
Code	<u>31088</u>

2006 TRAILING TKBD22-362

VIN: 1TKSC36296W071822

SALES PRICE		\$ 26,500.00
DOC FEES		\$ 65.00
SALES TAX	7.75 %	\$ 2,058.79
DMV FEES		\$ 48.00
TOTAL SALES PRICE		\$ 28,671.79
TRADE IN ALLOWANCE	-	
DELIVERY FEE	+	\$ 1,000.00
SALES PRICE LESS TRADE IN		\$ 29,671.79
CASH DOWN PAYMENT	-	
PAYMENT RECEIVED	-	
TOTAL BALANCE DUE		\$ 29,671.79

USED EQUIPMENT SOLD AS IS WITH NO WARRANTY IMPLIED

SIGNED: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DELIVERED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!  
Sam Ferrero



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

For Clerk's Use Only:  
AGENDA NUMBER

22

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** October 30, 2012

**SUBJECT:** Continuation of declaration of local emergency

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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

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



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

For Clerk's Use Only:  
AGENDA NUMBER

23

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

**FROM:** WATER DEPARTMENT

**FOR THE BOARD MEETING OF:** OCTOBER 30, 2012

**SUBJECT:** APPROVAL OF 2011-12 LORP ANNUAL ACCOUNTING REPORT

**DEPARTMENTAL RECOMMENDATION:**

Request approval of the LORP 2011-12 LORP Annual Accounting Report.

**SUMMARY DISCUSSION:**

The Agreement Between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project (Post-Imp Agreement) requires an annual accounting report that describes the work performed pursuant to the previous year's approved LORP workplan. The costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee for their approval by October 31.

The 2011-2012 Fiscal Year Lower Owens River Project Workplan (Workplan) contained a total of 54 tasks that were identified for completion. These included six tasks to be completed by Ecosystem Sciences, (the MOU Consultant), 13 tasks related to Hydrologic Monitoring, 15 tasks related to Biological and Water Quality Monitoring, 13 tasks related to Maintenance, and 6 tasks related to Range Monitoring. All tasks identified in the 2011-2012 Fiscal Year Lower Owens River Project Workplan and Budget were satisfactorily completed. Both Inyo County and LADWP fully performed their share of the work allocated. Further, according to the Post-Imp Agreement, there shall be no reconciliation of hours or costs even if an annual accounting report or audit show that a party's expenditures deviated from the estimated level of effort provided for in the Workplan.

The primary purpose of the LORP Annual Accounting Report is to provide a basis for which to estimate time and expenses for the next fiscal year work plan and accounting.

**ALTERNATIVES:** Withhold approval of the Accounting Report.

**OTHER AGENCY INVOLVEMENT:** LADWP

**FINANCING:** No direct affect, but this report influences preparation of the next LORP Annual Workplan.

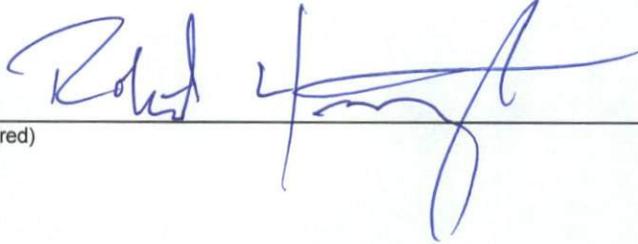
**APPROVALS**

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

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

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



Date: 10/18/12

**Lower Owens River Project  
2011-2012 Work Plan**

**Annual Accounting Report**

**Prepared by Inyo County Water Department  
and  
Los Angeles Department of Water and Power  
October 12, 2012**

### **Executive Summary**

*The Agreement Between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project (Post-Imp Agreement)* requires an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work be submitted to the governing board of each Party or the Party's designee by October 31. The amended, *2011-12 Fiscal Year Lower Owens River Project Work Plan (Work Plan)* contained a total of 54 tasks that were identified for completion. These included six tasks to be completed by Ecosystem Sciences, (the MOU Consultant), one task to be completed by Northwest Hydraulic Consultants, 13 tasks related to Hydrologic Monitoring, 15 tasks related to Biological and Water Quality Monitoring, 13 tasks related to Maintenance, and six tasks related to Range Monitoring. All tasks identified in the 2011-12 Fiscal Year Lower Owens River Project Work Plan and Budget were satisfactorily completed.

### **Background**

The Post-Imp Agreement, which was adopted by the City of Los Angeles Board of Water and Power Commissioners on May 18, 2010, by Resolution 010-323, and approved by the Inyo County Board of Supervisors, on June 8, 2010, requires an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee. The accounting report will identify the difference, if any, between the actual costs incurred by each Party and the actual work performed by each Party as compared to the costs and work for that Party that were identified in that year's approved Work Plan and budget (Section II.J.3.a).

Under the Post-Imp Agreement, the County of Inyo (County) and the Los Angeles Department of Water and Power (LADWP) are jointly responsible for the costs and activities specified in Section II.J.3.b. If a Party fully performs the share of the work allocated to it in the annual Work Plan budget that party is in compliance with this agreement. Further, there shall be no reconciliation of hours or costs even if an annual accounting report or audit show that the Party expended more time in performing the work than was estimated.

The third Lower Owens River Project Work Plan was adopted by the Inyo/LA Technical Group on February 3, 2011, and amended to include adaptive management tasks, on July 15. Work began on July 1, 2011 and ended on June 30, 2012 (Attachment 1).

The total financial budget for LORP work in FY 2011-12 was \$642,648 (mistakenly reported in the amended Work Plan, table 2, as \$647,928). Inyo County's budgeted contribution was \$215,359; LADWP's was \$427,289. Real expenditures were \$524,200, with Inyo County expending \$210,399, and LADWP \$313,801 (Table1).

**Table 1. Amended LORP 2011-12 FY Work Plan, Actual vs. Budget**

<b>Inyo County</b>	<b>Budgeted Staff Work Days</b>	<b>Actual Staff Work Days</b>	<b>Budgeted Value of Additional Staff Time, Materials, and Equipment</b>	<b>Actual Value of Additional Staff Time, Materials, and Equipment</b>
Hydrologic Monitoring	0	0	\$ -	
Bio and Water Quality	114	114	\$ -	
Operations and Maintenance	0	0	\$ -	
Mosquito Abatement			\$ 30,000	\$ 30,000
MOU Consultant			\$ 180,384	\$ 175,424
Biological Equipment Repair			\$ 4,975	\$ 4,975
Adaptive Management	0	0	\$ -	
<b>Inyo County Totals</b>	<b>114</b>	<b>114</b>	<b>\$ 215,359</b>	<b>\$ 210,399</b>
<b>LADWP</b>	<b>Budgeted Staff Work Days</b>	<b>Actual Staff Work Days</b>	<b>Budgeted Value of Additional Staff Time, Materials, and Equipment</b>	<b>Actual Value of Additional Staff Time, Materials, and Equipment</b>
Hydrologic Monitoring			\$ 173,802	\$ 73,373
Biologic and Water Quality	120	120	\$ 2,400	\$ 2,400
Operations and Maintenance			\$ 105,713	\$ 92,654
Mosquito Abatement			\$ 30,000	\$ 30,000
Adaptive Management	0	0	\$ 115,374	\$ 115,374
<b>LADWP Totals</b>	<b>120</b>	<b>120</b>	<b>\$ 427,289</b>	<b>\$ 313,801</b>
<b>Combined Total</b>	<b>234</b>	<b>234</b>	<b>\$ 642,648</b>	<b>\$ 524,200</b>
Difference in expenditures between Inyo County and LADWP	-6	-6	\$ 211,930	\$ 103,402
Inyo County Payment: *¼ of the difference LADWP and Inyo County totals			\$ 105,965	\$ 51,701

## **Budget Summary by Individual Work Group**

### ***Ecosystem Sciences, Inyo County***

Involvement of the MOU Consultants occurs through each stage of the project. A total of six tasks were budgeted for Ecosystem Sciences during the 2011-12 fiscal year (Table 2). The charges for these services totaled \$175,242, which is 2.7% less than the \$180,384 budgeted.

Ecosystem Sciences was involved in all tasks specified under the 2011-12 Adaptive Management Recommendations, with the exception of Task 7-- the Lower Owens River Flow Model, which was included by an amendment to the 2011-12 Work Plan.

### ***Northwest Hydraulic Consultants, LADWP***

Task 7, a river flow model proposed under Adaptive Management Recommendations, was funded by Inyo County and LADWP. Northwest Hydraulic Consultants was awarded the \$115,374 contract. The contract was administered by LADWP (Table 3). Northwest Hydraulics completed their work, and fully expended their budget.

### ***Hydrologic Monitoring, LADWP***

A total of 13 hydrologic monitoring tasks were budgeted for completion during the 2011-12 fiscal year (Table 4). The total cost estimate was \$173,802. The total amount spent was \$73,373, which was \$100,429 (58%) less than anticipated. Due to the low runoff year of 65% (compared to 150% for 2010-11), less time was required than had been projected for all tasks. As the seasonal habitat flow was 88 cfs, the permanent monitoring stations could accurately measure flows and additional metering was not required. Additional monitoring was not required at the Owens Lake Delta as all flow measurements were captured at the LORP Langemann gate.

### ***Biologic and Water Quality, Inyo County and LADWP***

A total of 15 biological and water quality monitoring tasks were budgeted for completion during the 2011-12 fiscal year (Table 5). All tasks identified in the Work Plan were completed within the estimated amount of days. The monitoring for the flooded extent at the Blackrock Waterfowl Area is now a shared activity with Inyo County.

### ***Operations and Maintenance, LADWP***

A total of 13 maintenance tasks were budgeted for completion during the 2011-12 fiscal year (Table 6). All tasks identified in the Work Plan were completed. The total non-CPI adjusted estimated budget was \$234,809. The actual cost of maintenance work conducted in the LORP was \$221,750, which was \$13,059 less than anticipated (94% of the budget). The CPI adjusted cost of maintenance work conducted in the LORP was \$92,654.

### ***Range Monitoring, LADWP***

A total of four range monitoring tasks were budgeted for completion during the 2011-12 fiscal year (Table 7). All tasks identified in the Work Plan were completed. Field Evaluations and Annual Field Inspections were conducted while work for other tasks was being completed. The total estimated number of people days was 108 and the work was completed within the time estimated.

**Table 2. Ecosystem Sciences, Budget vs. Actual**

	Budget	Actual
Task 1: Monitoring of Seasonal Habitat Flow	\$ 16,080	\$ 16,038
Task 2: Flood Extent Evaluation	\$ 12,696	\$ 12,594
Task 3: Rapid Assessment	\$ 15,264	\$ 15,228
Task 4: Annual Report	\$ 62,040	\$ 62,040
Task 5: Adaptive Management Recommendations	\$ 22,896	\$ 22,896
Task 6: Project Management and Meetings	\$ 37,608	\$ 37,554
Total Labor	\$ 166,584	\$ 166,350
EXPENSES	\$ 13,800	\$ 9,074
<b>ANNUAL TOTAL</b>	<b>\$ 180,384</b>	<b>\$ 175,424</b>

**Table 3. Lower Owens River Hydraulic Model Development, Budget vs. Actual**

	Budget	Actual
1. Review Information and Site Visit	\$ 17,176	\$ 17,176
2. Hydraulic Model Development	\$ 33,154	\$ 33,154
3. Flow Simulations	\$ 26,520	\$ 26,520
4. Reporting	\$ 11,102	\$ 11,102
5. Meetings and Coordination	\$ 11,016	\$ 11,016
6. Project Administration	\$ 3,804	\$ 3,804
7. MOU Consultants Subcontract	\$ 12,602	\$ 12,602
<b>STUDY TOTAL</b>	<b>\$ 115,374</b>	<b>\$ 115,374</b>

**Table 4. Hydrologic Monitoring, Budget vs. Actual**

	Per Day Pay	2011-2012 Predicted Person days	Predicted Labor Cost from July 1, 2011 through June 30, 2012	Estimated Equipment Cost July 1, 2011 through June 30, 2012	Total Estimated Cost July 1, 2011 through June 30, 2012	2011-2012 Actual Person days	Actual Labor Cost from July 1, 2011	Equipment Cost July 1, 2011 through	Actual Cost July 1, 2011 through June 30,
<b>RIVER</b>									
<b>Base Flow Compliance Monitoring</b>									
Hydro	\$328	100	\$32,800	\$4,000	\$36,800	36	\$20,131	\$2,021	\$22,152
Engineering	\$409	20	\$8,180	\$0	\$8,180	9	\$3,681	\$125	\$3,806
<b>Seasonal Habitat Flow Monitoring</b>									
Hydro	\$328	46	\$15,088	\$1,840	\$16,928				
<b>Data analysis</b>									
Hydro	\$328	18	\$5,904	\$0	\$5,904				
<b>Reporting</b>									
Hydro	\$328	17	\$5,576	\$680	\$6,256	19	\$10,545	\$481	\$10,996
Engineering	\$409	75	\$30,675	\$0	\$30,675	33	\$13,497	\$470	\$13,967
<b>BLACK ROCK WATERFOWL AREA</b>									
<b>Monitoring</b>									
Hydro	\$328	59	\$19,352	\$2,360	\$21,712	11	\$5,910	\$466	\$6,377
Engineering	\$409	3	\$1,227	\$0	\$1,227	1	\$409	\$19	\$428
<b>Data analysis</b>									
Hydro	\$328	15	\$4,920	\$0	\$4,920				
Engineering	\$409	21	\$8,589	\$0	\$8,589	9	\$3,681	\$131	\$3,812
<b>Reporting</b>									
Hydro	\$328	10	\$3,280	\$0	\$3,280				
Engineering	\$409	36	\$14,724	\$0	\$14,724	16	\$6,544	\$225	\$6,769
<b>OFF RIVER LAKES AND PONDS</b>									
<b>Lake Level Monitoring</b>									
Hydro	\$328	10	\$3,280	\$400	\$3,680	3	\$1,486	\$106	\$1,592
<b>Data analysis</b>									
Hydro	\$328	3	\$984	\$0	\$984				
<b>Reporting</b>									
Hydro	\$328	4	\$1,312	\$0	\$1,312				
Engineering	\$409	11	\$4,499	\$0	\$4,499	5	\$2,045	\$69	\$2,114
<b>DELTA</b>									
<b>Flow Monitoring</b>									
Hydro	\$328	5	\$1,640	\$200	\$1,840		\$517		\$517
<b>Data analysis</b>									
Hydro	\$328	1	\$328	\$0	\$328				
<b>Reporting</b>									
Hydro	\$328	1	\$328	\$0	\$328				
Engineering	\$409	4	\$1,636	\$0	\$1,636	2	\$818	\$25	\$843

Proposed Hydro Budget **\$173,802**

Total Hydro Budget **\$73,373**

**Table 5. Biologic and Water Quality Monitoring, Budget vs. Actual**

Biologic and Water Quality	Organization/Class	Budget			Actual	
		Days	Inyo Days	LA Days	Inyo Days	LA Days
<b>River</b>						
Rapid Assessment Survey	LA/WRS-B	10		10		10
	LA/WRS-C	0				
	IC/RESASST	52	52		50	
	IC/LORP	9	9		4	
Seasonal Habitat Flow	LA/WRS-B	10		25		25
	LA/WRS-C	15				
Habitat Flow Flooding extent	LA/WRS-B	10		15		15
	LA/WRS-C	5				
Analysis and Reporting	LA/WRS-B	9		20		20
	IC/LORP	5	5		5	
	IC/GIS	13	13		29	
<b>Total Person Days on Task</b>		<b>138</b>	<b>79</b>	<b>70</b>	<b>88</b>	<b>70</b>
<b>Blackrock</b>						
Waterfowl Area Acreage	LA/WRS-B	8		8		8
	LA/WRS-C	8		8		8
	IC/RESASST	8	8		8	
	IC/LORP	8	8		2	
Rapid Assessment Survey	LA/WRS-C	4		4		4
Indicator Species Surveys	LA/WRS-B	8	4	4		4
Data Analysis and Reporting	LA/WRS-B	6		6		6
<b>Total Person Days on Task</b>		<b>50</b>	<b>20</b>	<b>30</b>	<b>10</b>	<b>30</b>
<b>Delta</b>						
Rapid Assessment Survey	LA/WRS-B	1		1		1
Analysis and Reporting	LA/WRS-B	2		2		2
<b>Total Person Days on Task</b>		<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>
<b>Off-River Lakes and Ponds</b>						
Rapid Assessment Survey	LA/WRS-C	1		1		1
Analysis and Reporting	LA/WRS-B	1		1		1
<b>Total Person Days on Task</b>		<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>
<b>Annual Report Preparation</b>						
Report preparation	LA/WRS-B	15	15	15		15
	IC/LORP	15			5	
<b>Total Person Days on Task</b>		<b>30</b>	<b>15</b>	<b>15</b>	<b>5</b>	<b>15</b>
<b>B&amp;WQ Totals</b>		<b>234</b>	<b>114</b>	<b>120</b>	<b>103</b>	<b>120</b>
<b>Predicted</b>		<b>234</b>			<b>Actual</b>	<b>223</b>

**Table 6. LORP Operations and Maintenance, Budget vs. Actual**

	Operations and Maintenance							Actual			
	Labor type	Hours	Rate	Total Labor	Equipment Type	Hours	Rate	Total Equipment	Labor	Fleet	Total
<b>River</b>									<b>15389</b>	<b>12975</b>	<b>28364</b>
Measuring Stations Maintenance (4 Stations)	Power Shovel Operator		153.12	11417.8	Mower	253.2	75.76	4196.24			
	Truck Driver/MCH				3 axel dump trucks						
	Operator				Gradall						
	Building Repair Man				Backhoe and trailer						
Spillgates and Ditches					3/4 ton 4x4 pick- up						
Intake Spillgate Maintenance (3 days per year)	Building Repair Man	27	37.53	1013.31	3/4 ton 4x4 pick- up	27	5.77	155.79			
	2 - Truck Driver/MCH	54	33.14	1789.56	3/4 ton 4x4 pick- up	27	5.77	155.79			
Intake									<b>876</b>	<b>161.00</b>	<b>1037.00</b>
Mowing (3 days per year)	Operator	27	40.74	1099.98	Mower	225	10.71	2409.75			
	1 - Truck Driver/MCH	36	33.14	1193.04	1 - 3 axel dump trucks	72	15.38	1107.36			
Cleaning (3 days per year)	Power Shovel Operator	27	43.29	1168.83	Gradall	27	25.64	692.28			
	2 - Truck Driver/MCH	54	33.14	1789.56	2 - 3 axel dump trucks	72	15.38	1107.36			
Blackrock Ditch									<b>71837</b>	<b>14589</b>	<b>86426</b>
Mowing (25 days per year)	Operator	225	40.74	9166.5	Mower	225	10.71	2409.75			
	2 - Truck Driver/MCH	450	33.14	14913.2	2 - 3 axel dump trucks	450	15.38	6921			
Cleaning (10 days per year)	Power Shovel Operator	90	43.29	3896.1	Gradall	90	25.64	2307.6			
	2 - Truck Driver/MCH	270	33.14	8947.8	2 - 3 axel dump trucks	270	15.38	4152.6			
Goose Lake to River Ditch									<b>-32</b>	<b>55</b>	<b>23</b>
Cleaning (5 days per year)	Operator	45	40.74	1833.3	Backhoe and trailer	45	14.66	659.7			
	1 - Truck Driver/MCH	45	33.14	1491.3	1 - 3 axel dump trucks	45	15.38	692.1			
Thibaut Spillgate and Ditch											
Cleaning (4 days per year)	Power Shovel Operator	36	43.29	1558.44	Gradall	36	25.64	923.04			
	2 - Truck Driver/MCH	72	33.14	2386.08	2 - 3 axel dump trucks	72	15.38	1107.36			
Independence Spillgate and Ditch											
Cleaning (4 days per year)	Operator	135	40.74	5499.9	Backhoe and trailer	135	14.66	1979.1			
	2 - Truck Driver/MCH	270	33.14	8947.8	2 - 3 axel dump trucks	270	15.38	4152.6			
Locust Spillgate and Ditch									<b>525</b>	<b>1819.00</b>	<b>2344.00</b>
Cleaning (5 days per year)	Power Shovel Operator	45	43.29	1948.05	Gradall	45	25.64	1153.8			
	Operator	45	40.74	1833.3	Backhoe and trailer	45	14.66	659.7			
	1 - Truck Driver/MCH	45	33.14	1491.3	1 - 3 axel dump trucks	45	15.38	692.1			
Dean, Russell, Georges and Stevens									<b>6945</b>	<b>1806</b>	<b>7751</b>
Cleaning (20 days per year)	Operator	180	40.74	7333.2	Backhoe and trailer	180	14.66	2638.8			
	1 - Truck Driver/MCH	45	33.14	1491.3	1 - 3 axel dump trucks	45	15.38	692.1			
Alabama Spillgate									<b>14437</b>	<b>4288.00</b>	<b>18725.00</b>
Cleaning (6 days per year)	Power Shovel Operator	54	43.29	2337.66	Gradall	54	25.64	1384.56			
	3 - Truck Driver/MCH	162	33.14	5368.68	3 - 3 axel dump trucks	162	15.38	2491.56			
Delta Spillgate Maintenance (3 days per year)	Building Repair Man	27	37.53	1013.31	3/4 ton 4x4 pick- up	27	5.77	155.79			
	2 - Truck Driver/MCH	54	33.14	1789.56	3/4 ton 4x4 pick- up	27	5.77	155.79			
LORP Operations									<b>74141</b>	<b>3066</b>	<b>77147</b>
Patrol and Flow Changes (280 days per year)	Aqueduct and Reservoir K	2080	33.14	68931.2	3/4 ton 4x4 pick- up	2080	5.77	12001.6			
Maintenance											
Fence (10 days per year)	Building Repair Man	90	37.53	3377.7	3/4 ton 4x4 pick- up	90	5.77	519.3			
	2 - Truck Driver/MCH	180	33.14	5965.2	3/4 ton 4x4 pick- up	90	5.77	519.3			
<b>Total</b>			<b>\$239,187</b>		<b>\$180,993</b>			<b>\$58,194</b>			<b>\$221,750</b>
	<b>River</b>				<b>BVMA</b>				<b>CPI Adjusted</b>		<b>92,653.60</b>
Baseline CPI adjustment			\$60,819.00		\$67,380.00						
January 2011 0.7%			\$61,244.73		\$67,851.66						

**Table 7. Range Monitoring, Budget vs. Actual**

Table 5. Range Monitoring		Actual
Task	People Days	People Days
Utilization	45	45
Irrigated Pasture Condition	1	1
Woody Recruitment	32	32
Analysis and Reporting	30	30
<b>Total</b>	<b>108</b>	<b>108</b>



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
24

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

**FROM: Water Department**

**FOR THE BOARD MEETING OF: October 30, 2012**

**SUBJECT: Discussion and direction regarding attendance to the Great Basin Water Forum**

**DEPARTMENTAL RECOMMENDATION:**

The Water Department requests your Board discuss and provide direction regarding County attendance at the Great Basin Water Forum in Carson City, Nevada, November 13, 2012.

**SUMMARY DISCUSSION:**

The Great Basin Water Forum is being held November 13, 2012 in Carson City, Nevada. This meeting constitutes the annual meeting that County of Inyo agreed to attend through a memorandum of understanding with the Central Nevada Water Authority, signed April 2010. The agenda for the meeting is attached. Past forums have been attended by Supervisor Arcularius and/or the Water Director. The Water Department requests that your Board consider designating a Board member to attend the meeting.

**APPROVALS**

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

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

Date: 10/23/2012

# **GREAT BASIN WATER FORUM**

Carson Nugget  
Ballroom A  
507 North Carson Street  
Carson City, Nevada

**Tuesday, November 13, 2012**

9:00 a.m. to 3:30 p.m.

**BACKGROUND:** An annual Great Basin Water Forum is called for in a 2009 memorandum of understanding signed by two counties in Utah (Juab and Millard Counties), three counties in California (Inyo, Lassen and Mono Counties) and the Central Nevada Regional Water Authority, an organization comprised of eight counties in Nevada (Churchill, Elko, Esmeralda, Eureka, Lander, Nye, Pershing and White Pine Counties). The purpose of the annual forum is to provide local governments in the Great Basin an opportunity to come together to discuss water and water-related issues common to the Great Basin (e.g., challenges of growth, sustainable water supply, federal programs and regulations, water and land use planning, etc.), and if desired, make recommendations concerning their common interests to the appropriate entities and organizations.

The Central Nevada Regional Water Authority will host the 2012 forum. Go to the Authority's website ([www.cnrwa.com](http://www.cnrwa.com)) and click on "News" to get information on the previous forums (3)

**2012 FORUM THEME:** The theme for the 2012 forum is the following question: "How will Nevada, Utah and California address the significant imbalance between identified sustainable water supply and projected population growth?"

**FORUM PROGRAM:** The morning session will focus on providing background information on the theme. A Bureau of Reclamation representative will give an overview of a study the Bureau will release in September 2012. The study is entitled "Colorado River Basin Water Supply and Demand Study." The Colorado River is a critical water supply for many urban communities in the southwest. Some of these communities feel the Colorado River cannot provide sufficient water in the future to accommodate planned growth and/or during an extended period of drought. And, they think groundwater from the Great Basin, the driest region in the United States, can provide a guaranteed sustainable water supply.

After the Bureau of Reclamation presentation forum attendees will be asked to participate in facilitated discussion groups (10 people/table) to address the forum theme and make recommendations. Then there will be a buffet lunch hosted by the Authority, and a luncheon speaker who will talk about the status of ocean water desalination in California.

After lunch there will be a panel discussion on the forum theme. The panelists (around 24) will be county commissioners/supervisors, state legislators, state agency directors and federal land managers. The panel discussion will be facilitated, and at the front-end of the panel discussion facilitators from the morning discussion groups will give a short report on their discussion group's thinking/recommendations.

The forum will end with a discussion of 1) issues of interest to forum attendees, and 2) the 2013 forum.

**LODGING INFORMATION:** A block of rooms for forum attendees have been reserved at the Carson Nugget's City Center Hotel. Call 1-775-882-5535 to make a reservation. Be sure to identify yourself with the Great Basin Water Forum. The room rate is \$46 for November 12.

**REGISTRATION AND COSTS:** There will not be a cost to attend the forum. Registration will be at the door. To expedite registration and help with forum logistics (i.e., food, seating, etc.), please contact Steve Bradhurst (Executive Director of the Central Nevada Regional Water Authority) via email ([sbradhurst@gmail.com](mailto:sbradhurst@gmail.com)) or phone (775.747.2038) to let him know if you plan to attend the forum. Please provide your name, organization and email address.

**Note:** The Nevada Association of Counties will have its 2012 annual conference November 14 and 15, 2012, at the Carson Nugget in Carson City. Contact [www.nvnaco.org](http://www.nvnaco.org) for information on the conference.



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

For Clerk's Use Only:  
AGENDA NUMBER

25

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** October 30, 2012

**SUBJECT:** Inyo National Forest Plan Update/Revision

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

**SUMMARY DISCUSSION:** The Inyo National Forest is working on updating the Inyo National Forest Plan.<sup>1</sup> Staff is working with Forest Service staff in developing the Plan, and will report on recent activities. Input from the Board is requested to guide staff in future coordination efforts with Forest Service staff.

At its October 16 meeting, the Board directed staff to invite Forest Supervisor Armenta and/or other Forest Service representatives to brief the Board on October 30 regarding the results of the Listening Sessions that were held by the Forest Service in September to solicit input for the Collaboration Plan for the Forest Plan Update effort. However, Mr. Armenta is not available, and Forest Service staff indicated that the results will not be finalized in time for the October 30 meeting, and encouraged Board members to participate in the webinar on November 1. Staff will brief the Board regarding the results of the Listening Sessions and is working with Supervisor Armenta to brief the Board on November 13.

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

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

**APPROVALS**

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

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

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

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

Date: 10-24-12



## AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

26

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** October 30, 2012

**SUBJECT:** Draft EIS/LEIS for Renewal of Naval Air Weapons Station (NAWS) China Lake Public Land Withdrawal

### **DEPARTMENTAL RECOMMENDATION:**

Request the Board of Supervisors: Review information from staff on the Draft EIS/LEIS for the renewal of public land withdrawal for the China Lake NAWS, and authorize the Chair to sign correspondence on the EIS/LEIS.

### **SUMMARY DISCUSSION:**

On August 10, 2012, the Environmental Protection Agency and the U.S. Department of the Navy announced the commencement of a 90-day comment period for an Environmental Impact Statement/Legislative Environmental Impact Statement (EIS/LEIS) for Renewal of Naval Air Weapons Station (NAWS) China Lake Public Land Withdrawal (the EIS/LEIS is at <http://www.chinalakeleis.com/draft-eis>).

A majority of the 1.1 million acres that comprise China Lake NAWS were officially withdrawn from potential public lands appropriation in 1994 under the California Military Lands Withdrawal & Overflights Act. The withdrawal, however, was officially for a period of 25 years, terminating on October 31, 2014. As a result, an EIS/LEIS has been prepared as part of the review necessary for the renewal of another 25-year period of withdrawal.

Although it is expected that the military will continue its use of the acreage into the future, provisions of the Desert Protection Act require that the acreage be kept under ownership of the Bureau of Land Management (BLM). As a result, the renewal of the military's use of the acreage – and a review of the impacts of such use – will continue periodically into the future.

The China Lake facility is the Navy's largest single landholding – representing 85% of the Navy's land used for research & development, acquisitions, and testing & evaluation. The Navy notes that the area's conditions for flying (clear skies, unlimited visibility) and remote location make it ideal for such uses.

The EIS/LEIS notes that three distinct actions are happening simultaneously with respect to the China Lake NAWS:

- **Renewal of Land Withdrawal:** The public land withdrawal for China Lake will be renewed for another 25 years. The EIS/LEIS identified significant impacts resulting from such renewal in two areas – noise and biological resources – and proposes mitigation measures for each.

- CLUMP: The Comprehensive Land Use Management Plan (CLUMP) for China Lake is being updated. This plan outlines long-term management plan three areas – military missions, public health/safety, and environmental resource conservation.
- Increase of Activities: Base activities at China Lake will be increased by 25%. Activities include testing & training (to include increases in flight hours, ordinance events, and testing days), expansion of unmanned aerial and surface systems, and the expansion of existing - as well as the introduction of new - “directed energy” (i.e., laser & microwave) weapons development.

On August 9, 2011, the County submitted a comment letter in response to the Notice of Intent (NOI) for the project. In that letter the County requested that the environmental document comprehensively address socioeconomic issues, examining both the positive and negative effects of NAWSCL on Inyo County.

Within Chapter 3.0, Affected Environment, Section 3.8, Socioeconomics, the EIS/LEIS details broad information for the region (i.e., Kern, San Bernardino and Inyo Counties), three communities surrounding NAWSCL (i.e., Ridgecrest, Inyokern and China Lake Acres), and the State of California. Information and data include population trends, housing, employment, income, economic activity and specialized populations.

More specifically, it is noted within Chapter 4.0 of the EIS/LEIS, Environmental Consequences, Section 4.8, Socioeconomics, that, “since the land withdrawal is a renewal of a previously approved land withdrawal, it would not have any direct or indirect impact on socioeconomics at NAWSCL or in the region. Because personnel levels would remain stable under this alternative, no changes in population, would occur either directly or indirectly. As a result, changes in the employment and demand for housing and schooling services are not expected and no significant socioeconomic impacts would occur” (p.4.8-5).

The County’s comment letter of August 9, 2011, also requested that the environmental document address how lands within Inyo County would be affected by the proposed renewal of the land withdrawal for NAWSCL, and provide an evaluation of the consistency with the County’s planning policies and land use procedures. Accordingly, Section 4.1 of the EIS/LEIS, Land Use, notes that “the increase in range flight events would not change existing land uses on and off installation. Land use patterns would be expected to be the same in the foreseeable future. Impacts to established or future projected land uses resulting from an increase in range flight events would not be significant under the Proposed Action” (p. 4.1-6). This is largely due to the fact that the proposed increase in activities on NAWSCL lands “would occur on NAWSCL ranges in areas established for such uses, and the effect of these activities would remain within installation boundaries” (p. 4.1-6). Specific information on the proposed increased number of flights and use of ordinance can be found on pages 4.1-2 – 4.1-4) in the EIS/LEIS. Overall, due to the containment of activities on NAWSCL lands, there are no significant impacts on established land use in the region from the Proposed Action.

Likewise, noise impacts to off-installation sites (with the exception of certain sites in the two communities of Ridgecrest and China Lake Acres, adjacent to the base) would also be less than significant due to the proposed increased activities being contained within the existing boundaries of NAWSCL (p. 4.2-2 – 4.2-11).

On Thursday, October 4, 2012, an Open House public meeting on the NAWS China Lake Land Withdrawal EIS/LEIS was held at Statham Hall in Lone Pine. Multiple information stations were available, with China Lake and consultant staff available to explain information and answer questions on the EIS/LEIS.

Staff has drafted a comment letter on the EIS/LEIS for the Board's consideration. The deadline for comment letters is November 8, 2012.

**ALTERNATIVES:**

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

**OTHER AGENCY INVOLVEMENT:**

None.

**FINANCING:**

No direct impact.

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 10-24-12

**Attachments:**

- 1.) Proposed comment letter on EIS/LEIS
- 2.) Poster information from the EIS/LEIS "Open House" held on October 4, 2012.
- 3.) August 9, 2011, comment letter from the BOS

**BOARD OF SUPERVISORS PACKET**

**ATTACHMENT #1**

October 30, 2010

Naval Facilities Southwest Desert IPT

Attn: Gene Beale

1220 Pacific Highway

San Diego, CA 92132

Re: Naval Air Weapons Station China Lake (NAWSCL) Land Withdrawal Draft  
Environmental Impact Statement/Legislative Environmental Impact Statement  
(EIS/LEIS)

Dear Mr. Beale:

On behalf of the Inyo County Board of Supervisors, we appreciate the opportunity to comment on the Naval Air Weapons Station China Lake (NAWSCL) Land Withdrawal Draft Environmental Impact Statement/Legislative Environmental Impact Statement (EIS/LEIS). Inyo County has a strong history of supporting the military, and has always been proud to be home to portions of the China Lake installation.

The Proposed Project outlined in the EIS/LEIS notes that, in addition to renewing the land withdrawal of NAWSCL lands for another 25 years, various activities at the China Lake installation will be increased by up to 25%, to include overflights, ordinance use, and various types of training and research. However, the EIS/LEIS notes that such increases will take place within the existing boundaries of the installation and, as such, no significant off-installation impacts will result – including socioeconomic impacts to the County, changes in land use, and increases in noise levels.

In our comment letter of August 9, 2011, the Board asked that the EIS/LEIS specifically address the fact that overflights from the NAWSCL limit the potential development of some lands within Inyo County, and that such limitation of development is an impact that should be addressed within the EIS/LEIS. This has not happened; the EIS/LEIS skirts this underlying larger issue by simply noting that existing conditions will not be significantly changed by the Proposed Project, and no off-installation lands will be significantly affected.

Likewise, while the County's 2011 comment letter requested that the EIS/LEIS evaluate consistency with the County's planning policies and land use procedures, the EIS/LEIS confines

itself to noting that the Proposed Project will not result in any off-installation land use impacts. The EIS/LEIS notes that the 2005 Comprehensive Land Use Management Plan (CLUMP) for the NAWSCS will be updated based on information from the 2011 Air Installation Compatible Use Zones (AICUZ) plan. It is the County's contention that, absent such information in the EIS/LEIS, the update to the CLUMP should take the opportunity to reference and deal with the deeper land use issues brought about by adjacency to a military installation.

Sincerely,

Supervisor Marty Fortney, Chairperson  
Inyo County Board of Supervisors

Cc: Kevin Carunchio, CAO  
Randy Keller, County Counsel  
Joshua Hart, Planning Director

**BOARD OF SUPERVISORS PACKET**

**ATTACHMENT #2**

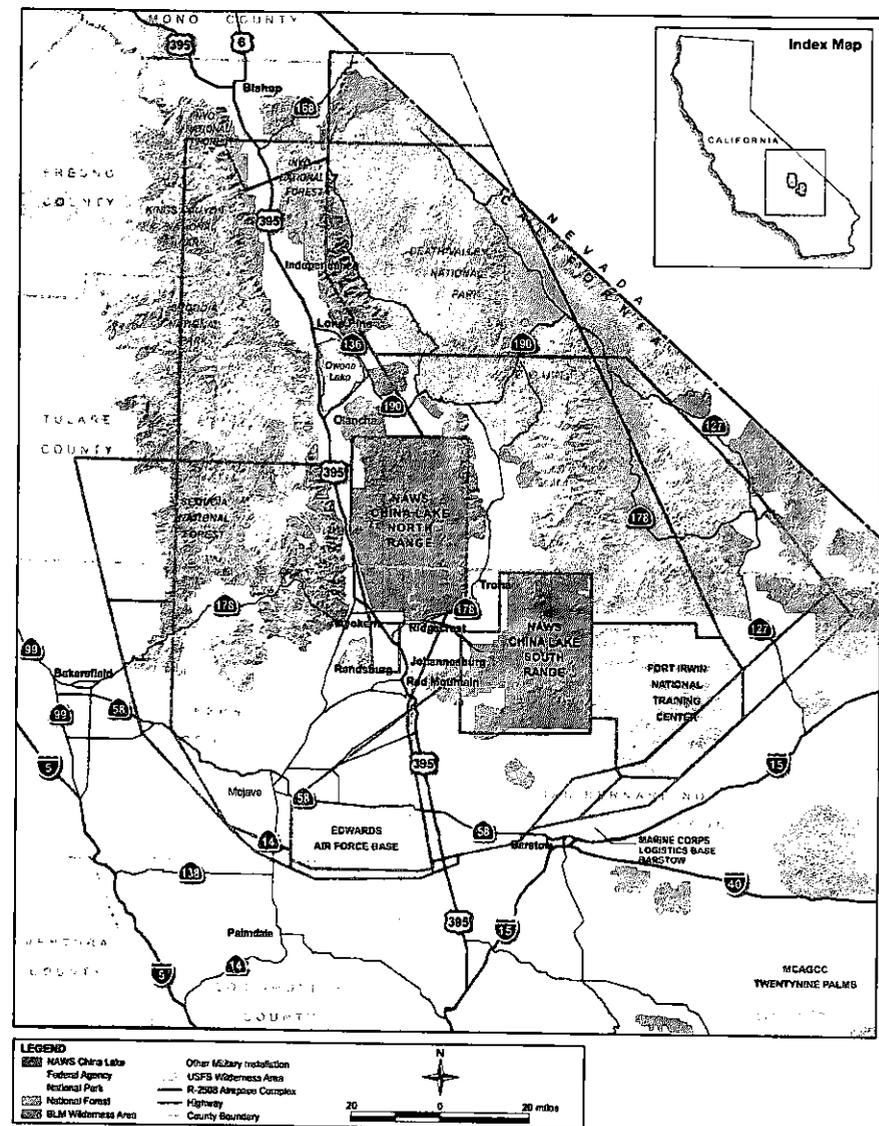
# Introduction to Naval Air Weapons Station China Lake



With its remoteness, near-perfect flying weather, and practically unlimited visibility, Naval Air Weapons Station (NAWS) China Lake has proved to be an ideal location, for testing and evaluation activities, plus a complete research and development institution.

NAWS China Lake is the Navy's largest single landholding, representing 85 percent of the Navy's land for research, development, acquisition, test, and evaluation (RDAT&E) of state-of-the-art military technology. The two ranges and main site of NAWS China Lake cover more than 1.1 million acres, an area larger than the state of Rhode Island.

NAWS China Lake and Vicinity



The mission of NAWS China Lake is to support the Navy's RDAT&E missions to provide cutting-edge weapons systems to the warfighter.

The Navy established NAWS China Lake in 1943 as a partnership between the Navy and the California Institute of Technology for the testing and evaluation of rockets and other aviation ordnance.



The cooperation between civilian scientists and engineers, military personnel, and defense contractors has made NAWS China Lake one of the preeminent RDAT&E institutions in the world.



NAWS China Lake follows all applicable federal, state, and local regulations.



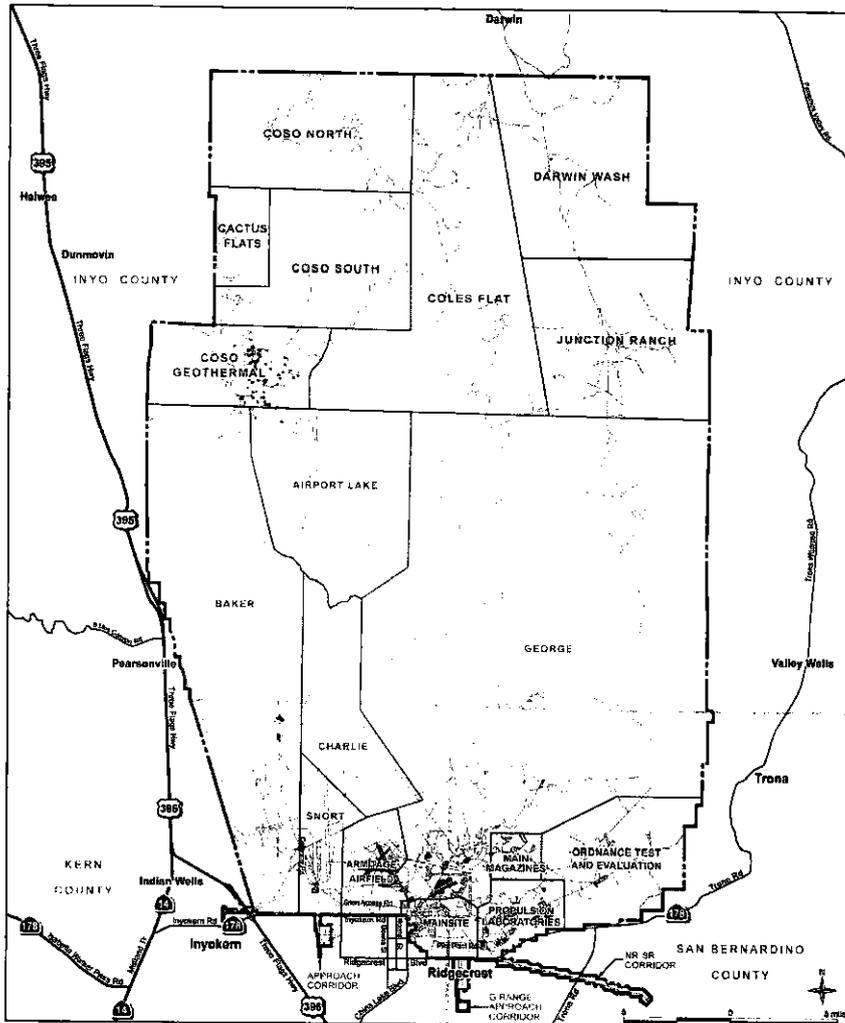
NAWS China Lake has reduced its water consumption by 43 percent since 2007, with further plans to reduce usage by an additional 15 percent.



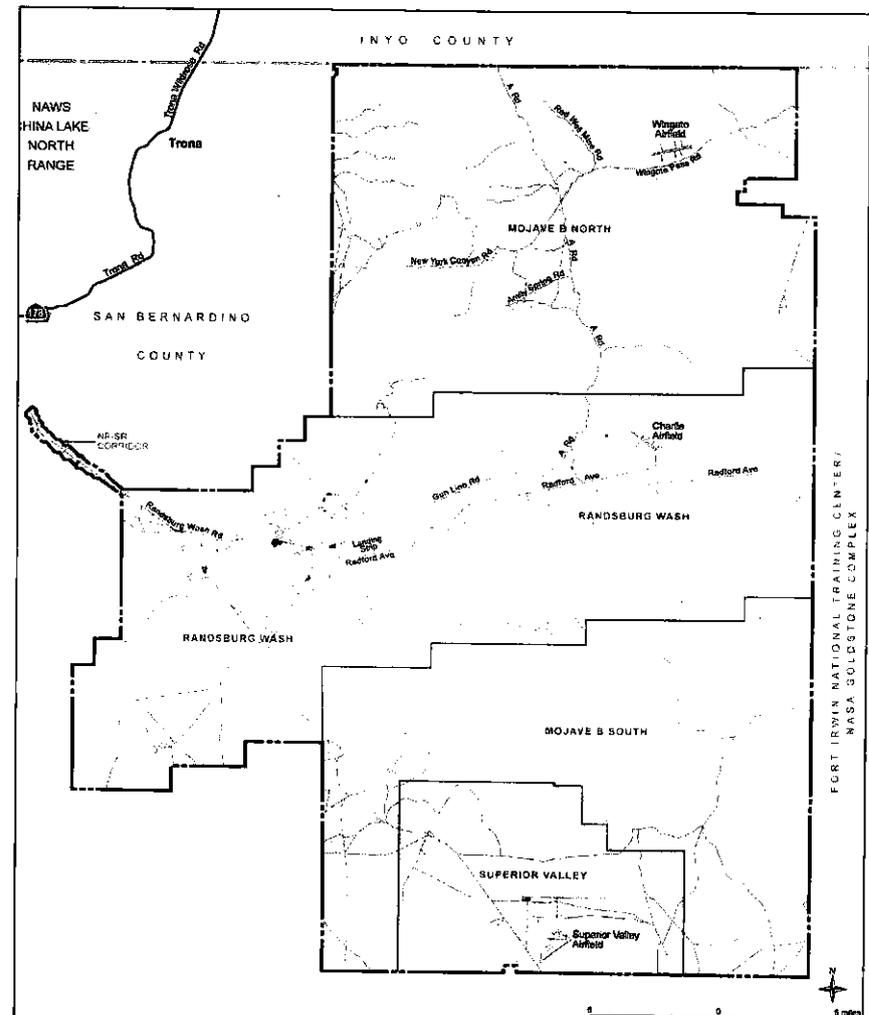
# NAWS China Lake North Range and South Range



## North Range NAWS China Lake



## South Range NAWS China Lake



# EIS/LEIS Process & Opportunities for Public Involvement



## EIS/LEIS Process Milestones

The Navy is preparing the Environmental Impact Statement (EIS) / Legislative Environmental Impact Statement (LEIS) to assess potential environmental impacts associated with the Proposed Action and alternatives. The timeline below displays the milestones for the EIS/LEIS process and opportunities for public involvement.

June 2011

**Notice of Intent (NOI) Published in the Federal Register**

June – September 2011

**Scoping Public Comment Period and Open Houses**

During scoping, the Navy solicited input from the public to ensure that impacts to the resources of greatest concern were evaluated. These comments helped develop the Draft EIS/LEIS.

August 2012

**Draft EIS/LEIS Published in the Federal Register**

August – November 2012

**Draft EIS/LEIS Comment Period and Open Houses**

With the help of biologists, engineers, planners, and other technical professionals, the Navy developed the Draft EIS/LEIS. The Navy is soliciting public input on the Draft EIS/LEIS before publishing the Final EIS/LEIS.



Fall 2013

**Final EIS/LEIS Published in the Federal Register**

Winter 2013

**Record of Decision (ROD) Signed for CLUMP Update and Tempo Increase**

Winter 2014

**Congressional Decision on Land Withdrawal Renewal**

## Public Involvement during the EIS/LEIS Process

The Navy welcomes your involvement throughout the EIS/LEIS process. Multiple ways to learn about the project and provide comments are described below.



## Public Open Houses

- Attend public open houses to learn about the project, ask questions, and discuss the project with the project team.
- Submit written comments on a comment card or give a statement to the court reporter.

## Website

- Go online to see current, detailed information on the project, such as public notifications, announcements, documents, and fact sheets.
- Submit a comment about the Draft EIS/LEIS.

## Information Repositories

Hard copies of the Draft and Final EIS/LEIS and other public information materials are located at the following information repositories:

**Ridgecrest Branch Library**  
131 E. Las Flores Ave.  
Ridgecrest, CA 93555

**Trona Branch Library**  
82805 Mountain View  
Room 303  
Trona, CA 93562

**Lone Pine Branch Library**  
127 Bush St.  
Lone Pine, CA 93545

**NAWS China Lake**  
1 Administration Circle  
Headquarters (Building 00001)  
Room 108  
China Lake, CA 93555

**Barstow Branch Library**  
304 E. Buena Vista St.  
Barstow, CA 92311-2806

**Mojave Public Library**  
16916 State Highway 14, #D2  
Mojave, CA 93501

**Lancaster Public Library**  
601 W. Lancaster Blvd.  
Lancaster, CA 93534

Comments must be postmarked or submitted online by November 8, 2012, to be considered in the Final EIS/LEIS.

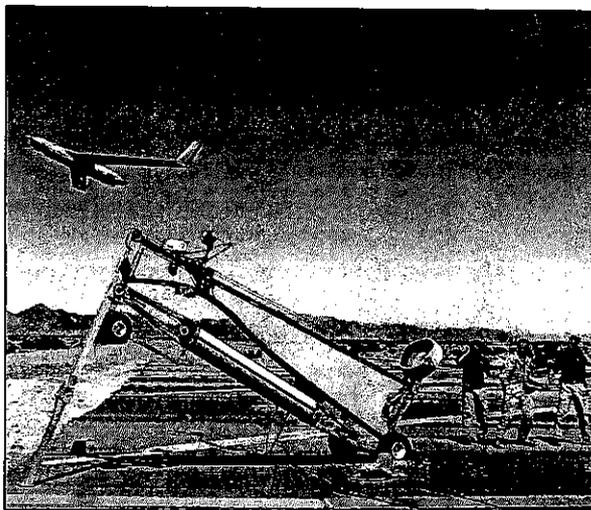


# Purpose and Need



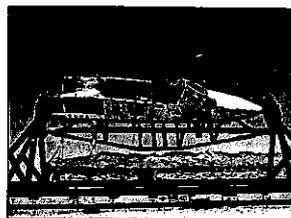
Research, development, acquisition, test, and evaluation (RDAT&E) activities at NAWS China Lake are needed to develop new weapons systems and ensure that they perform to design specifications.

- The combination of the complex and varied terrain, unique test capabilities, and highly skilled workforce at NAWS China Lake provides an **ideal location** for conducting RDAT&E.
- RDAT&E is necessary to provide **cutting-edge technology** for national defense.
- The **need continues to grow** for testing new weapons systems, and airspace for training is critical to military readiness.



## Purpose of the Proposed Action

- Retain a military range for RDAT&E and training activities for 25 years;
- Maintain Navy readiness by accommodating current and evolving RDAT&E and training requirements at NAWS China Lake; and
- Ensure appropriate management of land use and environmental resources by revising and implementing the Comprehensive Land Use Management Plan (CLUMP).



## What is RDAT&E?

**Research and Development:** All phases of weapons systems development, from the earliest stage of conceptual design to use in combat. At NAWS China Lake, research and development focuses on:

- weapons guidance and control
- warheads
- explosives
- propellants
- pyrotechnics
- propulsion systems
- airframes

## Acquisition:

The management and procurement process for investment in the weapons systems technologies, programs, and product support necessary to achieve the military's national security strategy. Military acquisition is a complex blend of science, management, and engineering disciplines.

## Test and Evaluation:

A continuous process for testing and evaluating weapons systems in the most realistic environment practicable.



# Proposed Action and Alternatives



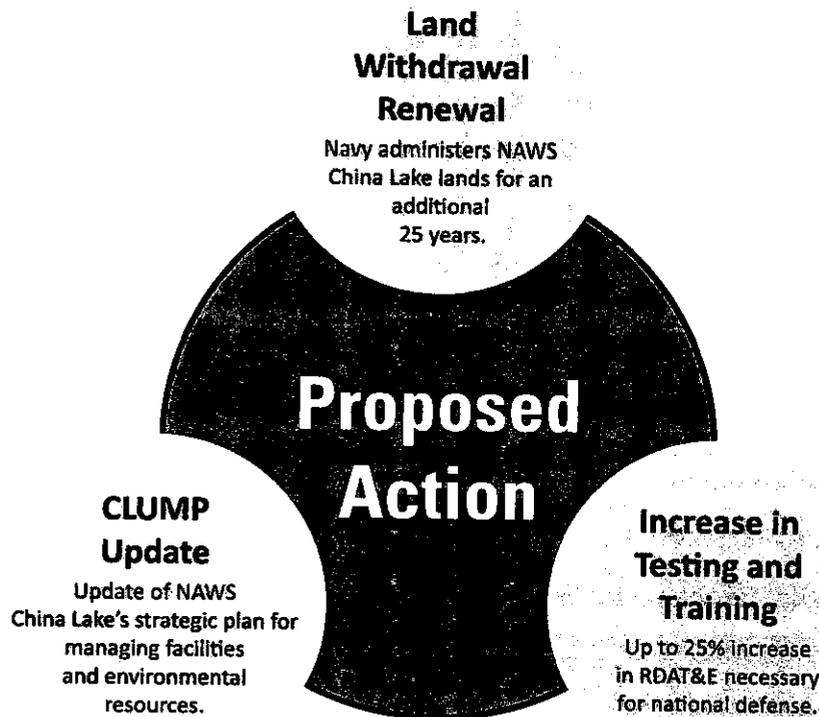
The Proposed Action consists of three separate but related components:

- Renewal of the land withdrawal for 25 years
- Increase in testing and training
- Update of the Installation's Comprehensive Land Use Management Plan (CLUMP)

The Draft Environmental Impact Statement (EIS) / Legislative Environmental Impact Statement (LEIS) analyzes the potential environmental impacts of the Proposed Action. The Draft EIS/LEIS also analyzes alternatives to the Proposed Action: the Baseline Alternative and the No Action Alternative.

The table below describes how the land withdrawal, testing and training, and land use would change with the Proposed Action and alternatives.

	Withdrawal	Testing and Training	Land Use
<b>Proposed Action:</b> Withdrawal with Increased Testing and Training	<ul style="list-style-type: none"> <li>• Renewed: Navy maintains existing presence on BLM lands for 25 years</li> </ul>	<ul style="list-style-type: none"> <li>• Increase testing and training activities by up to 25%</li> <li>• Expand unmanned aerial and surface systems</li> <li>• Expand existing and introduce new Directed Energy weapons development</li> </ul>	<ul style="list-style-type: none"> <li>• Revise and implement the CLUMP</li> </ul>
<b>Baseline Alternative:</b> Withdrawal with Baseline Testing and Training	<ul style="list-style-type: none"> <li>• Renewed: Navy maintains existing presence on BLM lands for 25 years</li> </ul>	<ul style="list-style-type: none"> <li>• Maintain existing level of testing and training</li> </ul>	<ul style="list-style-type: none"> <li>• Revise and implement the CLUMP</li> </ul>
<b>No Action Alternative:</b> No Withdrawal	<ul style="list-style-type: none"> <li>• Expires: 92% of currently used installation lands revert back to BLM management for nonmilitary uses</li> </ul>	<ul style="list-style-type: none"> <li>• Dramatic reduction in—or potential cessation of—RDAT&amp;E and training events</li> </ul>	<ul style="list-style-type: none"> <li>• Navy facilitates transfer of land back to BLM</li> </ul>



# Land Withdrawal Renewal



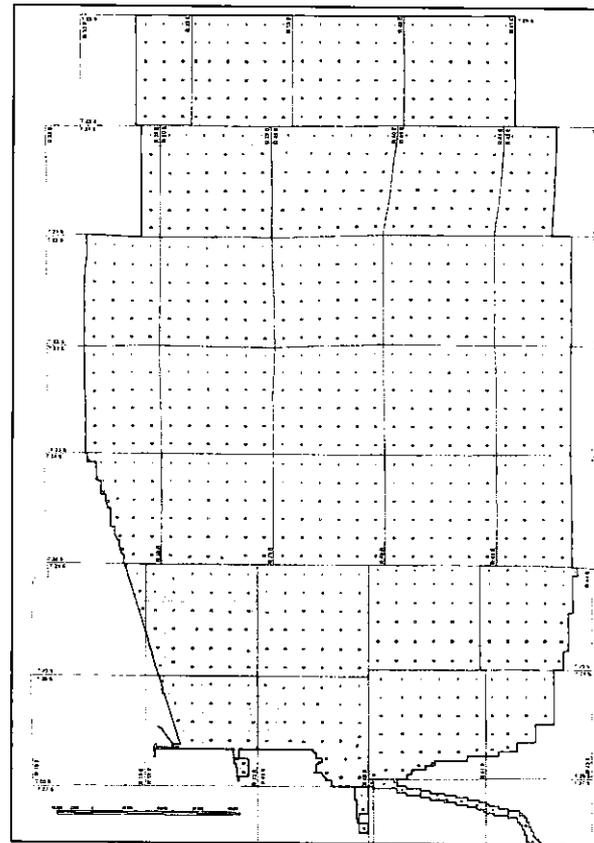
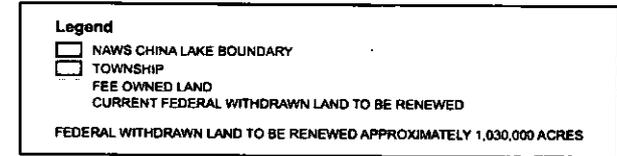
Due to the continued need for the withdrawn lands at NAWS China Lake, the Navy, in partnership with the BLM, will request the renewal of the land withdrawal for another 25 years to allow for continued RDAT&E and training.

- China Lake is one of several lands withdrawn from potential appropriation for purposes of military use under the California Military Lands Withdrawal and Overflights Act.
- The land withdrawal for NAWS China Lake will expire on October 31, 2014, unless it is renewed by an act or joint resolution in Congress.

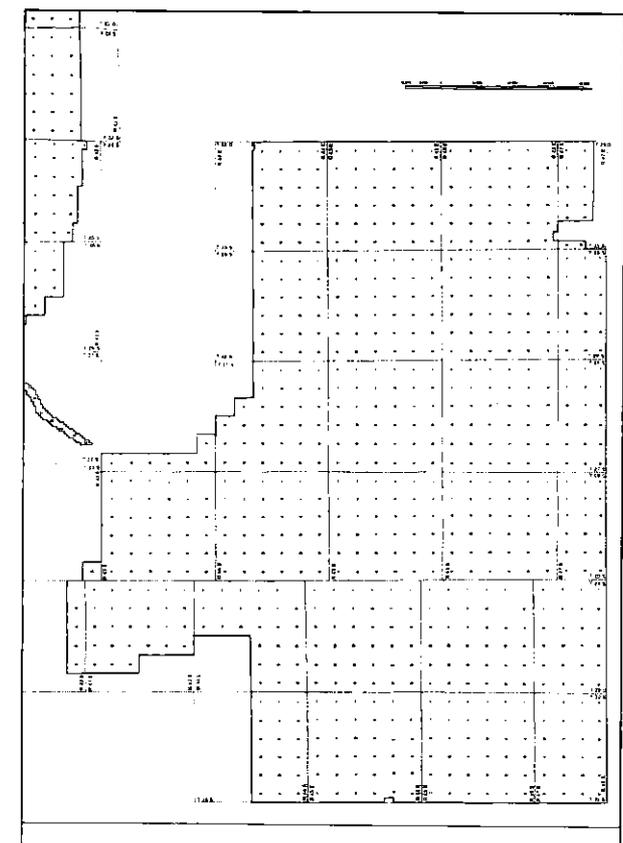
## Land Withdrawal Proposed Action and Alternatives

	Withdrawal
Proposed Action: Withdrawal with Increased Testing & Training	<ul style="list-style-type: none"> <li>• Renewed: Navy maintains existing presence on BLM lands for 25 years</li> </ul>
Baseline Alternative: Withdrawal with Baseline Testing & Training	<ul style="list-style-type: none"> <li>• Renewed: Navy maintains existing presence on BLM lands for 25 years</li> </ul>
No Action Alternative: No Withdrawal	<ul style="list-style-type: none"> <li>• Expires: 92% of currently used installation lands revert back to BLM management for nonmilitary uses</li> </ul>

## Federal Withdrawn Land to Be Renewed



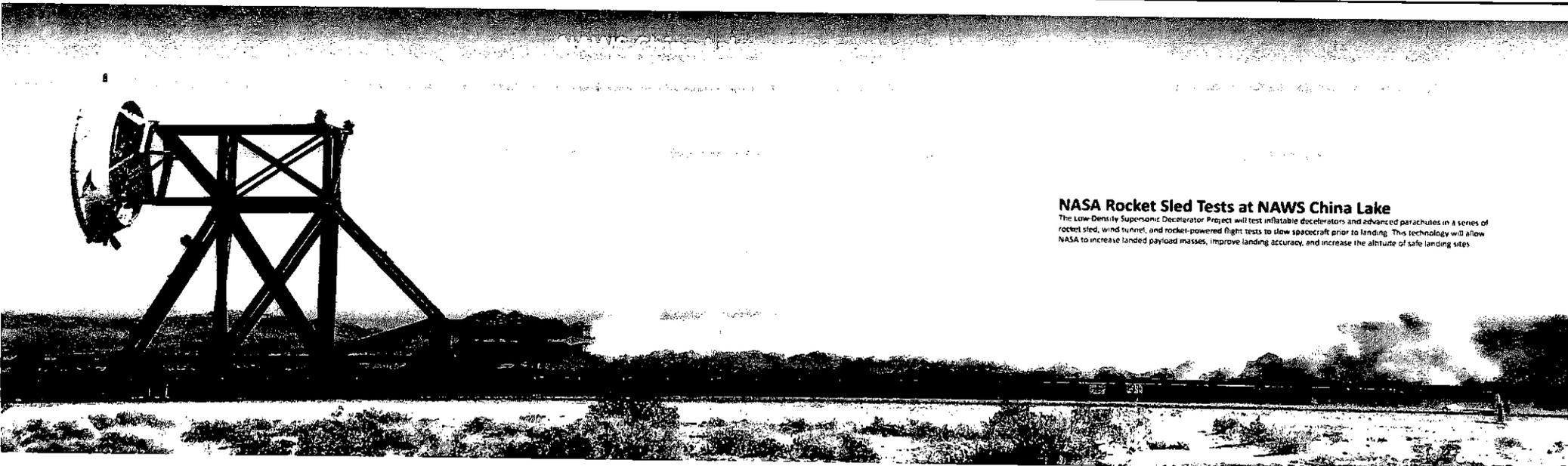
North Range



South Range



# Increase in Testing and Training



## NASA Rocket Sled Tests at NAWS China Lake

The Low-Density Supersonic Decelerator Project will test inflatable decelerators and advanced parachutes in a series of rocket sled, wind tunnel, and rocket-powered flight tests to slow spacecraft prior to landing. This technology will allow NASA to increase landed payload masses, improve landing accuracy, and increase the altitude of safe landing sites.

## Testing and Training Actions under the Proposed Action and Alternatives

	Testing & Training
<b>Proposed Action:</b> Withdrawal with Increased Testing & Training	<ul style="list-style-type: none"> <li>• Increase testing &amp; training activities by up to 25%</li> <li>• Expand unmanned aerial and surface systems</li> <li>• Expand existing and introduce new Directed Energy weapons development</li> </ul>
<b>Baseline Alternative:</b> Withdrawal with Baseline Testing & Training	<ul style="list-style-type: none"> <li>• Maintain existing level of testing &amp; training</li> </ul>
<b>No Action Alternative:</b> No Withdrawal	<ul style="list-style-type: none"> <li>• Dramatic reduction in—or potential cessation of—RDAT&amp;E and training events</li> </ul>



## Increase in RDAT&E

Research, development, acquisition, test, and evaluation (RDAT&E) activities are needed to develop new weapons systems and ensure that these systems are reliable for use in combat. Currently, there is a need to increase RDAT&E and military training to keep service men and women proficient in their skills and safe on the front lines.

These activities include:

- **Range Flight Events:** The number of aircraft missions, supersonic flights, and flight hours would increase by 25 percent. Unmanned aerial systems flight hours could increase by 25 percent or more.
- **Airfield Flight Operations:** Airfield flight operations at Armitage Airfield would increase by up to 25 percent over current operations.
- **Directed Energy Events:** Directed Energy weapons systems include high-energy lasers and high-powered microwaves that have the power to disrupt, disable, or destroy targets or cause damage to structures, platforms, or other equipment. The number of Directed Energy test days could increase by 25 percent or more.
- **Range Ground Events:** Ground-based test and training activities, support activities, and facilities and maintenance activities would increase by up to 25 percent.



# Comprehensive Land Use Management Plan



The Comprehensive Land Use Management Plan (CLUMP) is the long-term, strategic plan for land use planning and management.

- The CLUMP provides the framework for the management of military missions, public health and safety practices, and environmental resource conservation programs.
- The 2005 CLUMP is currently NAWS China Lake's land management plan.
- Under the Proposed Action, the CLUMP update would take into account any changes in land use associated with the increase in RDAT&E and training.

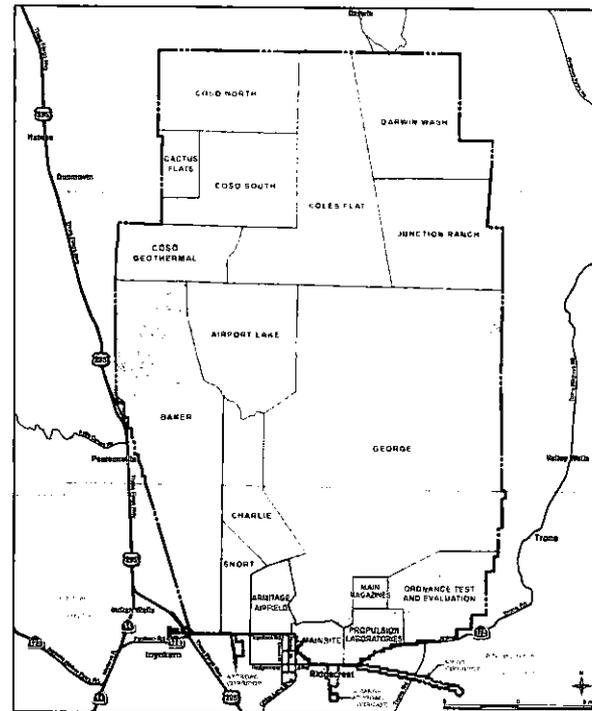
## CLUMP Actions under the Proposed Action and Alternatives

	Land Use
<b>Proposed Action:</b> Withdrawal with Increased Testing & Training	<ul style="list-style-type: none"> <li>• Revise and implement the CLUMP</li> </ul>
<b>Baseline Alternative:</b> Withdrawal with Baseline Testing & Training	<ul style="list-style-type: none"> <li>• Revise and implement the CLUMP</li> </ul>
<b>No Action Alternative:</b> No Withdrawal	<ul style="list-style-type: none"> <li>• Navy facilitates transfer of land back to BLM</li> </ul>

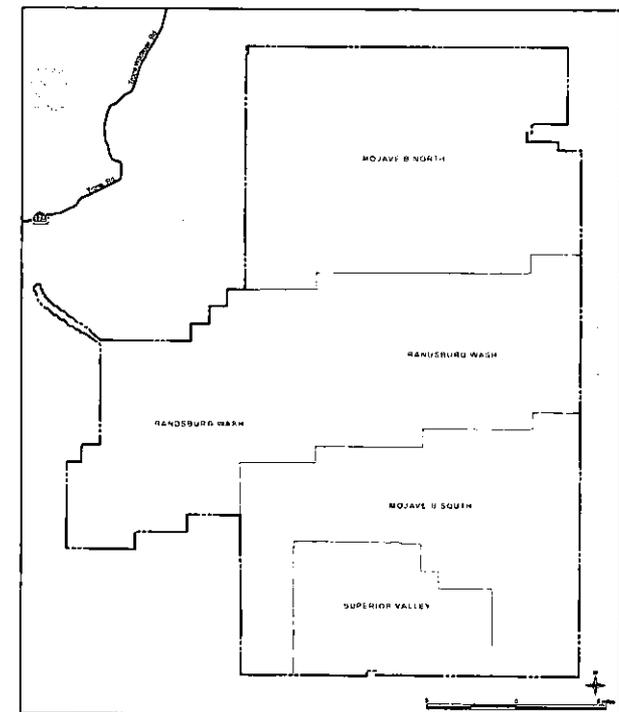
**LEGEND**

- Land Use Management Unit
- Installation Boundary
- Highway/Road
- County Boundary
- 500-Ft Contour

## Land Management Units



North Range



South Range



# Draft EIS/LEIS



The Environmental Impact Statement (EIS)/Legislative Environmental Impact Statement (LEIS) analyzes the potential environmental impacts that could result from the Proposed Action and alternatives. The EIS/LEIS will inform both the Navy and US Congress of these impacts before they make separate decisions.

- The EIS/LEIS will inform the Navy's decision whether to implement the CLUMP update and increase testing and training activities by up to 25 percent.
- The EIS/LEIS will inform the decision by US Congress whether to renew the withdrawal of public lands currently being used at NAWS China Lake for an additional 25 years.

## What is included in the Draft EIS/LEIS?

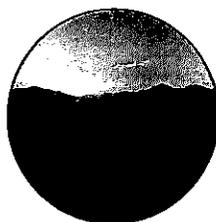
- An analysis of how the Proposed Action and alternatives may change current conditions.
- Any significant impacts and proposed methods for reducing or minimizing those impacts.

## Findings of the Draft EIS/LEIS

- The Proposed Action would not result in significant impacts to the following resource areas:



Land Use



Air Quality and Climate Change



Cultural Resources



Geology and Soils



Water Resources



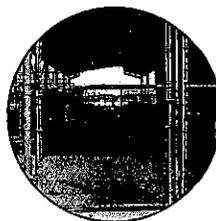
Socioeconomics and Environmental Health



Utilities and Public Services



Public Health and Safety



Hazardous Materials and Waste



Transportation

- The Proposed Action would result in, or could potentially result in, significant impacts to biological resources and noise. The Navy proposes mitigation measures to decrease these impacts.



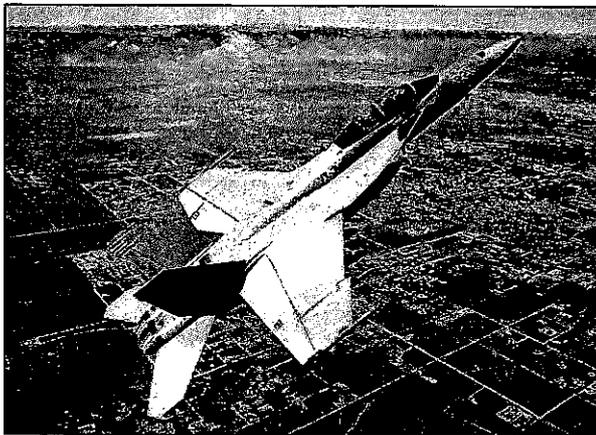
# Noise



Aircraft noise from ongoing flight operations is already a significant impact in communities around NAWS China Lake. Although the Proposed Action would increase aircraft flights, noise levels in the communities near NAWS China Lake would be similar to current conditions.

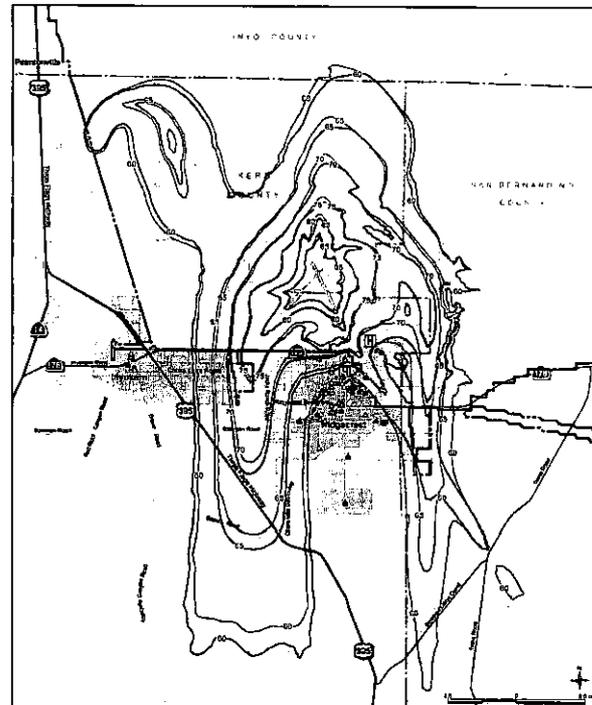
## Noise Impacts

- The Proposed Action would increase airfield events by up to 25 percent; however, while this would represent a continuing significant impact, it would not result in a significant change in aircraft noise in communities compared to present conditions.

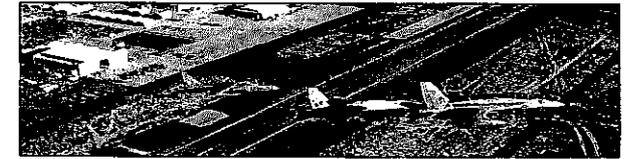


## Noise Contours

As shown in the contour map below, the noise contours would be slightly larger; however, the difference would be negligible.



LEGEND		
▲ School	--- Institution Boundary	--- CNEL Contour (dBA)
□ Hospital	— Road	— Proposed Action
■ Park	--- County Boundary	— Baseline
△ Church		



## Mitigation Measures

Actions to mitigate noise include:

- Incorporate the AICUZ operational profiles and noise and safety conditions into the update of the Comprehensive Land Use Management Plan (CLUMP).
- Maintain and expand community information programs and AICUZ outreach efforts.
- Continue the NAWS China Lake noise complaint response program.
- Continue the aircraft noise abatement and aircrew education programs.
- Continue to collaborate with the Counties of Kern, Inyo, and San Bernardino and City of Ridgecrest to ensure the health and safety of local residents.

## 2011 AICUZ Update

The Air Installations Compatible Use Zones (AICUZ) program was developed in response to increased urban development around military airfields. An AICUZ study:

- Describes actions the installation has taken to minimize the noise effects of their aircraft operations, and
- Provides recommendations for local governments and military installations to plan appropriate land uses near military airfields with respect to aircraft accidental potential, noise, height restrictions, and any additional considerations.

Under the Proposed Action, the Navy would adopt recommendations from the 2011 NAWS China Lake AICUZ to decrease noise impacts.



# Biological Resources



Although the Proposed Action would potentially cause adverse impacts to biological resources on NAWS China Lake from increased testing and training activities, the Navy would continue programs and policies to improve wildlife habitat, protect threatened and endangered species, and manage wild horses and burros.

## Biological Resources Evaluated in the Draft EIS/LEIS Include:

- Designated critical habitat
- Federally protected species
- NAWS China Lake-sensitive species\*
- Federally listed threatened and endangered species:



Desert Tortoise



Mohave Tui Chub



Inyo California Towhee



Least Bell's Vireo



Southwestern Willow Flycatcher

\* Includes plants and animals that are not federally protected under the Endangered Species Act, or otherwise federally protected, but are considered important components of the installation's biological resources and warrant special attention and conservation measures to the extent practicable considering mission requirements.

## Potential Impacts from the Proposed Action

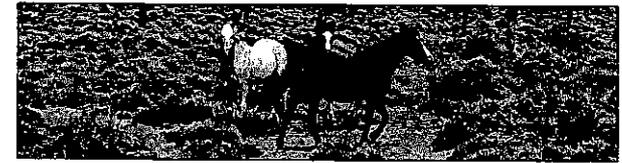
Impact analysis of the Proposed Action concludes that:

- Impacts from testing and training activities would generally be confined to previously disturbed areas and would not significantly impact listed and sensitive species.
- Range fires may significantly impact vegetation and wildlife habitat, including desert tortoise habitat, but such impacts would be reduced by measures included in the revised NAWS China Lake fire management strategy.
- Current and foreseeable military activities would avoid Mohave tui chub, southwestern willow flycatcher, least Bell's vireo, and Inyo California towhee habitats.

## Mitigation Measures

The Navy would avoid or reduce impacts to biological resources through the following actions:

- Avoiding and minimizing impacts to biological resources in and near target and test sites.
- Using existing target and test sites when possible.
- Surveying and monitoring federally listed threatened and endangered species, other federally protected species, and NAWS China Lake-sensitive species.
- Monitoring the populations of bird species covered under the Migratory Bird Treaty Act.
- Continuing to control wild horses and burros on NAWS China Lake to protect natural habitats.
- Continuing to control invasive species.
- Enhancing fire-fighting capabilities on NAWS China Lake.
- Reviewing facility projects early in the planning process to avoid environmental impacts.
- Continuing to implement the provisions of Biological Opinions issued by the US Fish and Wildlife Service.



## Wild Horses and Burros

NAWS China Lake plans to continue to manage wild horses and burros in accordance with the Wild Horse and Burro Management Plan. Burros would continue to be rounded up and adopted through the BLM's burro adoption program.

Removing burros would protect critical natural habitats on both the North and South Ranges and would benefit the wild horse herd by removing competition for resources.

## Consultation with USFWS

NAWS China Lake has prepared a Biological Assessment to address potential impacts to the federally listed threatened and endangered species that occur on the installation. NAWS China Lake has initiated consultation with the US Fish and Wildlife Service (USFWS) in accordance with Section 7 of the Endangered Species Act. The USFWS will prepare a Biological Opinion on whether the proposed activities will jeopardize the continued existence of a listed species. It is anticipated a Biological Opinion will be issued for the desert tortoise that will outline conservation measures to reduce the effects of future projects to below a level of significance.



# Air Quality and Climate Change



The Proposed Action would not exceed established thresholds for the emissions of criteria pollutants and CO<sub>2</sub> and would not result in an adverse and potentially significant impact to air quality and climate change.

## Findings of the Proposed Action

The air quality analysis conducted for the Draft EIS/LEIS concluded the following:

- The major sources of air emissions at NAWS China Lake would be related to range flight events, airfield flight events, and range ground activities.
- Activities associated with ground-based activities (e.g., ground troop training, test and target setup/teardown) would result in short-term air quality impacts.

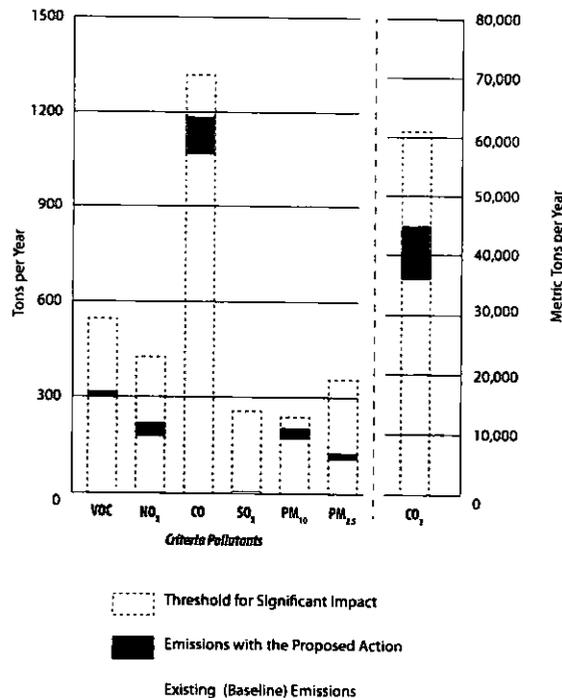
## Reducing Emissions and Dust

Although impacts to air quality and climate change would not be significant, the Navy implements measures to reduce emissions and dust, such as:

- Using best management practices to reduce emissions of dust and particulate matter during construction and military operations.
- Managing land uses and operation areas to reduce the potential for vulnerable populations (e.g., children or the elderly) to be impacted by emissions from military operations.
- Improving traffic flow to reduce emissions from idling vehicles stuck in traffic.

## Potential Impacts of the Proposed Action

As shown in the graph below, the increases in emissions levels of criteria pollutants and CO<sub>2</sub> resulting from the Proposed Action would be below the threshold for significance.



## Air Quality and Climate Change Standards

The Clean Air Act requires the Environmental Protection Agency (EPA) to set National Ambient Air Quality Standards (NAAQS) for pollutants considered harmful to public health and the environment. The EPA has set NAAQS for six principal pollutants, which are called "criteria" pollutants. NAWS China Lake is located in a region that does not currently meet the NAAQS for all criteria pollutants.

The EPA allows emissions from projects in the region if they do not exceed established thresholds for criteria pollutants. These emissions thresholds were used as a benchmark for the analysis in the Draft EIS/LEIS.

Carbon dioxide (CO<sub>2</sub>) is not a criteria pollutant since it does not directly affect human health, but it was analyzed in the Draft EIS/LEIS to assess possible climate change impacts.



# Cultural Resources



Cultural resources consist of historic or prehistoric sites, buildings, structures, objects, and districts. The Proposed Action would have no significant impacts to cultural resources.

## Cultural Resources at NAWS China Lake

NAWS China Lake contains numerous historic and prehistoric resources, including:

- Five archaeological districts listed or recommended as eligible for the National Register of Historic Places:
  - Coso Rock Art District (also a National Historic Landmark)
  - Coso Hot Springs
  - Pothunter Spring Archaeological District
  - Sugarloaf Archaeological District
  - Cactus Flat
- Three historic districts recommended as eligible for the National Register of Historic Places:
  - China Lake Pilot Plant
  - Salt Wells Historic District
  - Senior Officers' and Scientists' Quarters District
- Areas of Native American traditional significance, including the Coso Hot Springs.
- Historic roads and trails.
- Historic buildings and structures.

## Protecting and Preserving Cultural Resources

The Navy currently takes measures to reduce potential impacts to cultural resources and would continue them under the Proposed Action. These measures include:

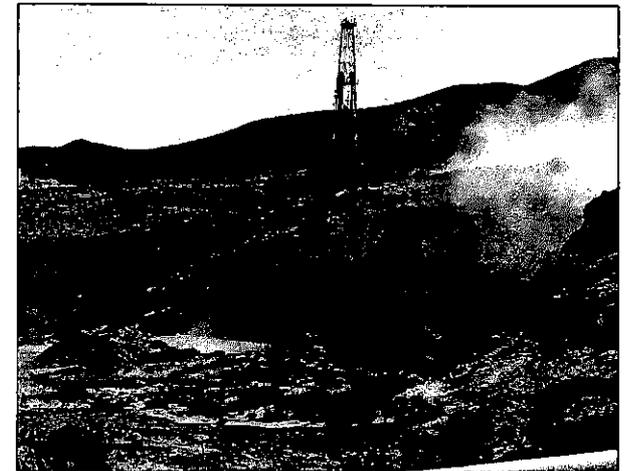
- Consulting with Tribes, federal and state regulatory agencies, and interested parties.
- Complying with the draft Integrated Cultural Resources Management Plan (ICRMP).
- Reviewing projects early in the planning process to avoid areas with known cultural resources.
- Briefing military, civilian, and contractor personnel on environmental and cultural resources before being allowed access to the range.
- Limiting vehicle traffic to roads and areas that have already been disturbed.
- Suspending ground-disturbing activities and consulting with Tribes and appropriate agencies in the event that human remains are found.



## Coso Hot Springs

The Navy allows members of Native American tribes to visit the Coso Hot Springs and access Little Petroglyph Canyon for religious observances, as well as other areas for religious and traditional cultural purposes. This would not change under the Proposed Action.

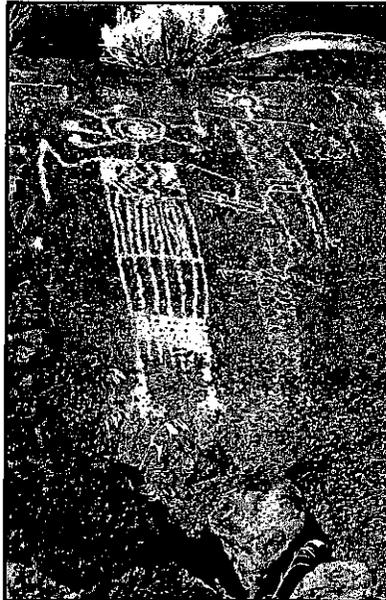
NAWS China Lake is committed to the protection of Coso Hot Springs. The Navy takes an active role as cultural resource stewards, protecting resources through careful monitoring of the surface activity of the springs.



# Public Access and Recreation



**NAWS China Lake would continue limited mission-compatible recreational uses within its boundaries on a case-by-case basis.**



**Camping.** Limited recreational camping would be allowed with a Command-approved escort.

**Golf and Gym Access.** Access to the gymnasium and golf course would continue to be permitted for authorized members of the public.

**Hiking.** Hiking on existing roads and trails would continue to be allowed.

**Hunting.** Chukar hunting would continue to be limited to a discrete area on the North Range with a limited number of escorted hunters.

**Equestrian Use.** Equestrian use would continue to be permitted on existing trails along the southern boundary of the North Range.

**Off-Highway Vehicle Use.** While individual off-highway vehicle (OHV) use is not permitted, BLM scheduled public events would continue to be allowed.

**Petroglyph Tours.** Most tours are limited to Little Petroglyph Canyon and are conducted under an agreement between NAWS China Lake and the Maturango Museum in Ridgecrest. These public tours would continue to be conducted by certified tour guides who are trained in NAWS China Lake safety and security requirements, including measures to protect the rock art.

**Bird Watching.** The Audubon Society's annual bird counts would continue to be supported.

**Photography.** Limited public photography, under conditions established by the Navy and at the Navy's discretion, would continue to be allowed.

**Research and Education.** The Navy would continue to sponsor research projects that advance the knowledge and education of cultural resources.

# How to Provide Comments



## Public Involvement

The Navy welcomes your participation throughout the EIS/LEIS process. Multiple ways for you to learn about the project and to provide comments are provided below.



## Public Open Houses

- Attend public open houses to learn about the project, ask questions, and discuss the project with the project team.
- Submit written comments on a comment card or give a statement to the court reporter.

## Website

- Go online to see current, detailed information on the project, such as public notifications, announcements, documents, and fact sheets.
- Submit a comment about the Draft EIS/LEIS.

## Information Repositories

Hard copies of the Draft and Final EIS/LEIS and other public information materials are located at the following information repositories:

**Ridgecrest Branch Library**  
131 E. Las Flores Ave.  
Ridgecrest, CA 93555

**Trona Branch Library**  
82805 Mountain View  
Room 303  
Trona, CA 93562

**Lone Pine Branch Library**  
127 Bush St.  
Lone Pine, CA 93545

**NAWS China Lake**  
1 Administration Circle  
Headquarters (Building 00001)  
Room 108  
China Lake, CA 93555

**Barstow Branch Library**  
304 E. Buena Vista St.  
Barstow, CA 92311-2806

**Mojave Public Library**  
16916 State Highway 14, #D2  
Mojave, CA 93501

**Lancaster Public Library**  
601 W. Lancaster Blvd.  
Lancaster, CA 93534

Comments must be postmarked or submitted online by  
November 8, 2012 to be considered in the Final EIS/LEIS.



**BOARD OF SUPERVISORS PACKET**

**ATTACHMENT #3**



**BOARD OF SUPERVISORS  
COUNTY OF INYO**

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

MEMBERS OF THE BOARD  
LINDA ARCULARIUS  
SUSAN CASH  
RICK PUCCI  
MARTY FORTNEY  
RICHARD CER VANTES

KEVIN D. CARUNCHIO  
*Clerk of the Board*

PATRICIA GUNSOLLEY  
*Assistant Clerk of the Board*

August 9, 2011

NAWSCL Land Withdrawal EIS/LEIS Project Manager  
Attn.: Ms. Jo Ellen Anderson  
NAVFAC Southwest  
1220 Pacific Highway  
San Diego, CA 92132-5178

**Re: Environmental Impact Statement/Legislative Environmental Impact Statement for  
Renewal of the Naval Air Weapons Station China Lake Public Land Withdrawal**

Dear Ms. Anderson,

On behalf of the Inyo County Board of Supervisors, thank you for the opportunity to provide input into the scoping process for Environmental Impact Statement/Legislative Environmental Impact Statement (EIS/LEIS) for Renewal of the Naval Air Weapons Station China Lake (NAWSCL) Public Land Withdrawal. We are proud that lands within the County accommodate development of new technologies to advance our nation's military readiness, and the Board supports continued operations of NAWSCL in Inyo County.

We appreciate that the environmental document will address potential socioeconomic issues, and we encourage the Department to prepare a comprehensive analysis of the potential positive and negative socioeconomic effects of NAWSCL on Inyo County. For example, the NAWSCL provides indirect benefits to the County in the form of enhanced economic activity and renewable energy generation. However, due to geography, much of these benefits are enjoyed elsewhere. Furthermore, since a large portion of the County is within the NAWSCL, these lands do not provide direct economic benefits that might otherwise accrue to the County. We also understand that lands within much of the rest of the County are constrained by military overflights; this limits economic development potential throughout much of our County. In a county such as ours where over 98 percent of the land is in public ownership, the cumulative effects of such incremental impacts can be severe. The EIS/LEIS should evaluate these issues, and if necessary, identify mitigation measures to reduce potential impacts.

The EIS/LEIS should address land use and planning issues relative to continued operations of NAWSCL and lands in the County that may continue to be impacted by such activities. The EIS should also evaluate consistency with the County's planning policies and land use procedures.<sup>1</sup>

Thank you for including Inyo County in this important planning process. If you have any questions, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or by email at [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us).

Sincerely,

Supervisor Susan Cash, Chairperson  
Inyo County Board of Supervisors

cc: Kevin Carunchio, CAO  
Randy Keller, County Counsel  
Joshua Hart, Planning Director

<sup>1</sup> Refer to [http://inyoplanning.org/general\\_plan/index.htm](http://inyoplanning.org/general_plan/index.htm) regarding the County's General Plan.



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 27

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

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

**FOR THE BOARD MEETING OF:** ~~October 16, 2012~~ **October 30, 2012**

**SUBJECT:** Request the Board accept a \$1,500 donation from the Friends of the Eastern California Museum that will be used to buy two, legal sized, 5-drawer file cabinets to house the Inyo National Forest Archive.

**DEPARTMENTAL RECOMMENDATION:** Request the Board accept a \$1,500 donation to the Eastern California Museum and amend the FY 2012-13 Museum budget (077000) as follows: increase estimated revenue in Donations (4951) by \$1,500 and increase appropriation in Office and Other Equipment less than \$5,000 (5232) by \$1,500. A 4/5s vote is required.

**SUMMARY DISCUSSION:** Thanks to an \$8,000 grant from the USDA Forest Service, the Eastern California Museum has completed work to make copies and duplications of about 15-linear feet of documents that make up the Inyo National Forest Supervisor's Office Archive (the documents and photos date from about the 1890s to around the 1960s). The duplicates now need to be placed into filing cabinets so they are easily accessible to the public. The two filing cabinets should provide ample room for the archive. The heavy duty filing cabinets are five drawers high, hold legal size file folders, and match the Museum's existing row of seven cabinets that hold the Family and History Files. The file cabinets will be ordered through the County Purchasing Department to take advantage of a significant Government Discount, which necessitates completing the transaction through the Museum budget.

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

**OTHER AGENCY INVOLVEMENT:** Purchasing and Auditor/Controller.

**FINANCING:** The filing cabinets will be paid from the Museum budget (077000) object code (5232) Office and Other Equipment less than \$5,000 contingent upon approval of the budget changes.

**APPROVALS**

COUNTY COUNSEL:  N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  <i>Peta Ludwig</i> Approved: <i>PL</i> Date <i>10/5/12</i>
PERSONNEL DIRECTOR:  N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

BUDGET OFFICER    BUDGET RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the board clerk.)

**DEPARTMENT HEAD SIGNATURE:** *Jon Klusmire*    Approved: \_\_\_\_\_ Date: *10-15-2012*  
 (Not to be signed until all approvals are received)    Date: *10-8-12*  
 (The Original plus 20 copies of this document are required)



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
28

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

**FROM:** CLERK OF THE BOARD  
By: Patricia Gunsolley, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** October 30, 2012

**SUBJECT:** Approval of Minutes

**DEPARTMENTAL RECOMMENDATION:** - Request approval the minutes of the Board of Supervisors Meeting of A) the September 10, 2012 Budget Hearings and B) the Regular Meeting of October 2, 2012.

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

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

**OTHER AGENCY INVOLVEMENT:** - n/a

**FINANCING:** n/a

**APPROVALS**

BUDGET OFFICER:	BUDGET AMENDMENTS (Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

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



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

For Clerk's Use Only:  
AGENDA NUMBER

29

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for 11:30 a.m.     Closed Session     Informational

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

**FOR THE BOARD MEETING OF:** October 30, 2012

**SUBJECT:** Community Project Sponsorship Grant Program Processes and Procedures

**DEPARTMENTAL RECOMMENDATION:**

Request your Board discuss and, if desired, direct and approve changes to improve the Community Project Sponsorship Grant Program Guidelines, Application Form, and/or Evaluation Form. Additionally, staff requests your Board provide direction regarding the specific process and procedural issues identified in the Summary Discussion.

**SUMMARY DISCUSSION:**

Staff presented your Board with a workshop regarding the Community Project Sponsorship Grant Program on October 10, 2012, including a compendium of past grant applications to apply to its review of the Program Guidelines, Application Form, and Evaluation Form. Today's agenda request is intended to provide your Board the opportunity to discuss and, if desired, direct and approve changes to the processes and procedures used to administer the CPSG including the Program Guidelines, Application Form, and/or Evaluation Form.

As part of its discussion, staff requests that the Board also discuss and provide direction regarding the following issues that have been raised during the Board's consideration of CPSG Program grant awards or during the workshop. These include:

- Does your Board want to be provided complete copies of all grant applications when it considers approving the recommended grant awards? If so, is there a preference for digital and/or paper copies of the grant applications and supporting documents?
- Similarly, does Board wish to be provided the Evaluation Forms completed by each panel member for each grant?
- Should the Agenda Request Form requesting final approval of grant awards include brief summaries of the panel's deliberations about both programs and projects awarded grant funds, and those that did not receive grant funds?
- Should the members of the review panel continue to be named in staff reports, evaluation forms, etc., or should they be anonymous?
- The Guidelines note the Review Panel may include "county staff," and past panels have included county staff. Should this remain an option?
- Does your Board wish to limit the number of grant applications that can be submitted by any single entity?

**ALTERNATIVES:**

Your Board could make no changes to the program's materials or its administration, and provide direction regarding other process and procedural issues.

**OTHER AGENCY INVOLVEMENT:**

Eastern California Museum, CAO, Auditor Controller, County Counsel, Economic Development.

**FINANCING:**

There will be no cost for staff to make minor changes to the CPSP Guidelines, Application Form, or Evaluation Form, and promptly send out materials for the next round of CPSP grants. The Fiscal Year 2012-2013 Budget includes \$100,000 for CPSG Program awards, of which \$20,000 has already been appropriated.

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

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



Date: 10-25-2012