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

January 22, 2013

9:00 a.m. ***PLEDGE OF ALLEGIANCE***

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

1. ***PUBLIC COMMENT***

2. ***COUNTY DEPARTMENT REPORTS*** *(Reports limited to two minutes)*

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

3. ***Board of Supervisors – Chairperson Supervisor Linda Arcularius*** - Request Board appoint Supervisor Rick Pucci as the Alternate on the Great Basin Unified Air Pollution Control District Board and Supervisor Mark Tillemans as the Alternate on the Inyo Local Agency Formation Commission (LAFCO).

4. ***Emergency Services*** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

5. ***Parks and Recreation*** – Request approval of Amendment No. 1 to the Contract between the County of Inyo and Inland Aquaculture Group LLC, amending the Scope of Work for provisions of planting Alpers Trout in various creeks and streams within the County operated campgrounds, for the period of July 1, 2012 through June 30, 2013, increasing the Contract amount by $3,000 to a total amount not to exceed $13,000; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

HEALTH AND HUMAN SERVICES

6. ***Mental Health Services*** –Request approval of Amendment No. 1 to the Contract between the County of Inyo and Casa Pacifica Center for Children and Families for the provision of mental health services, increasing the Contract amount by $30,000 to a total not to exceed $60,000 for the period of July 1, 2012 through June 30, 2013; and authorize the Chairperson to sign.

PLANNING

7. Request Board

   A) ratify and approve Amendment No. 2 to the Contract between the County of Inyo and PCR Services Corporation to increase the Contract amount by $116,669 to a total amount not to exceed $365,491, extending the ending date of the Contract from March 1, 2013 to June 30, 2013, contingent upon the Board's approval of the 2012-13 mid-year budget, and augmenting the Scope of Work to reflect the effort to complete the draft and final EIRs, responding to appeals and providing for additional hearings; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; and

   B) approve Amendment No. 2 to the Contract between the County of Inyo and C.G. Roxane LLC to increase the Contract amount by $163,337 to a total amount not to exceed $508,507, contingent upon the Board's approval of the 2012-13 mid-year budget, and augmenting the Scope of Work to reflect the effort to complete the draft and final ERS, responding to appeals, and providing for additional hearings; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

PUBLIC WORKS

8. Request Board award and approve the Contract between the County of Inyo and PMC for the provision of Triennial Performance Audit of the LTC, for the period of January 22, 2013, through August 31, 2013, in and amount not to exceed $11,000, contingent upon the Board's approval of the 2012-13 mid-year budget; and authorize the Chairperson to sign.

9. Request approval of a resolution titled "Resolution Regarding the Adjustment of 2010 Census Designated Urban Boundaries for Transportation Purposes" which expands the urban area designation for the Bishop area.

CORONER

10. Request Board A) approve the Contracts between the County of Inyo and Eva S. Wasef, M.D. and Kenneth I. Saeger, M.D., for autopsy services, for the period of January 14, 2013 through December 31, 2013, in the amount of $10,000 each, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained; and B) approve Amendment No. 1 to the Contract between the County of Inyo and Milton R. Jones, M.D., for autopsy services decreasing the Contract amount by $20,000 for a total Contract amount not to exceed $19,375; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

PROBATION

11. Request Board ratify and approve the Contract between the County of Inyo and the University of Cincinnati, School of Criminal Justice, for training on Effective Practices for Correctional Supervision (EPICS) to the Probation Officers for the period of December 1, 2012 through June 30, 2013, in an amount not to exceed $18,000, contingent upon the Board's approval of the 2012-13 mid-year budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

12. ***PROBATION*** – Request Board A) amend the FY 2012-13 Juvenile Institutions Budget Unit 023100 by increasing estimated revenue in Operating Transfer In *(Revenue Code #4998)* by $37,196 and State Other *(Revenue Code #4499)* by $15,520 and increasing appropriations in Equipment Fixed Assets *(Object Code #5650)* by $52,716, *(4/5's vote required)* and B) declare American Security Group a sole-source provider of security systems and approve the Contract between the County of Inyo and American Security Group for the provision and installation of an upgraded security system at the Juvenile Center for the period of February 1, 2013 through June 30, 2013, in an amount not to exceed $112,715.11 including change orders; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained and authorize the Chief Probation Officer to sign the Certificate of Acceptance upon completion of the project.

13. ***HEALTH AND HUMAN SERVICES – Inyo County - Growing Older, Living With Dignity (IC GOLD) – Eastern Sierra Area Agency on Aging (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.

14. ***PLANNING*** – Request Board make five regular appointments and one alternate appointment to the Natural Resources Committee to complete three year staggered terms as follows: two for three year terms; two for one year terms, one for two year term and the alternate for a term to be determined by your Board. *(Notice of vacancy resulted in requests for appointment being received from Ms. Randi Pritchard, Mr. Walter Sharer, Ms. Dana Jeffries, Mr. Doug Thomson, Mr. Jael Hoffmann-Lish and Mr. David German.)*

15. ***PLANNING*** – Request Board review the Draft Action Plan for the Western Cohesive Strategy and potentially provide direction for drafting correspondence and authorizing the Chairperson to sign. *(Plan to be provided at the meeting).*

16. ***PLANNING*** – Request Board review the Description and Comparative Evaluation of Draft Desert Renewable Energy Conservation Plan Alternatives; approve the correspondence in regards thereto and authorize the Chairperson to sign.

17. ***WATER DEPARTMENT*** – Request approval of a contract between the County of Inyo and Sierra Nevada Conservancy (SNC) for services related to completing the Lowers Owens River Recreation Plan (LORP RUP) for the period of January 22, 2013 through March 31, 2013; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained. *(Contract to be provided at the meeting.)*

18. ***COUNTY ADMINISTRATOR – Emergency Services*** - 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.

19. ***CLERK OF THE BOARD*** – Request approval of the minutes of the January 8, 2013 Board of Supervisors Meeting.

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

9:30 a.m. 20. ***COUNTY ADMINISTRATOR*** – Mr. Mike Ort of Praxis Associates will update the Board on the Digital 395 Project which is scheduled to begin construction in Inyo County.

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

21. ***CLERK-RECORDER*** - Request Board conduct a workshop on the Clerk/Recorders & Registrar of Voters Department.

22. ***HEALTH AND HUMAN SERVICES – Inyo County - Growing Older, Living With Dignity (IC GOLD) and Eastern Sierra Area Agency on Aging (ESAAA)*** - Request Board conduct a workshop on the senior services programs.

23. ***PUBLIC WORKS – ROAD DEPARTMENT*** - Request Board conduct a workshop on the County's Snow Removal Policy.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

24. ***PUBLIC COMMENT***

CLOSED SESSION

25. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]*** *– PROMINENT SYSTEMS, INC., a California Corporation, v. EASTERN SIERRA ENGINEERING, P.C., a Nevada Corporation; COUNTY OF INYO, a political subdivision of the State of California,* Superior Court of the State of California for the County of Los Angeles BC498144.

26. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]*** *– RDO Construction Equipment Co., dba B & B Equipment Rental by RDO Equipment Co., V Prominent Systems, Inc., County of Inyo, et al* – Superior Court of the State of California for the County of Riverside, Western Division RIC1202660.

27. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]*** *- Center for Biological Diversity, a non-profit public interest corporation; Public Employees for environmental Responsibility, a national non-profit alliance of local, state, and federal resource professions, v. Inyo County and Inyo County Board of Supervisors,* Inyo County Superior Court Case No. SICVPT 12-53821.

28. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(c)]*** – decision whether to initiate litigation (one case).

29. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]*** *– Jesse Edwin Jason v. County of Inyo,* Unfair Practice Charge No. SA-CE-814-M.

30. ***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.

31. ***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.

32. ***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.

33. ***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.

34. ***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.

35. ***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.

REPORT ON CLOSED SESSION AS REQUIRED BY LAW

CORRESPONDENCE - INFORMATIONAL

For Clerk's Use Only:
AGENDA NUMBER

3

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Chairperson Supervisor Linda Arcularius

FOR THE BOARD MEETING OF: January 22, 2013

SUBJECT: Board of Supervisors alternate designation to Great Basin UAPCD and LAFCO

DEPARTMENTAL RECOMMENDATION: - Request Board appoint Supervisor Rick Pucci as the Board's alternate representative to the Great Basin Unified Air Pollution Control District and Supervisor Mark Tillemans as the Board's alternate representatives on Inyo Local Agency Formation Commission (LAFCO).

SUMMARY DISCUSSION: - Each year our Board makes appointments to a list of Boards, Committees and Commission. Last week this Board confirmed the appointments. The Alternate designees for the Great Basin UAPCD and LAFCO were inadvertently not made. I am therefore requesting that the Board confirm Supervisor Rick Pucci as the alternate for GBUAPCD and Supervisor Mark Tillemans as the alternate for LAFCO this year.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: - N/A

FINANCING: - There is no fiscal impact associated with this action, other than travel reimbursement for participation will now be made to a different Supervisor.

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

For Clerk's Use Only:
AGENDA NUMBER

4

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF January 22, 2013

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

For Clerk's Use Only:
AGENDA NUMBER

5

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Parks & Recreation
By: Teresa Elliott

FOR THE BOARD MEETING OF: January 22, 2013

SUBJECT: Fish Planting Within Inyo County Campgrounds Contract Amendment

DEPARTMENTAL RECOMMENDATION: Staff recommend that your Board authorize the Chairperson to sign a Contract Amendment No 1 between Inland Aquaculture Group LLC of Lee Vining, California, and the County of Inyo in an amount not to exceed $3,000.00 for the term of July 1, 2012 to June 30, 2013, contingent upon obtaining the proper signatures. This will bring the amount of the total contract to $13,000.

SUMMARY DISCUSSION: Inyo County Parks and Recreation applied for and received a Fish Stocking Permit from the State Department of Fish and Game for the purpose of planting Alpers Trout in the various creeks and streams within the county operated campgrounds.

Inyo County Parks and Recreation has planted trout utilizing the services of Inland Aquaculture Group LLC for several years. There is a contract in place for the 2012-2013 season in the amount of $10,000. Typically, the plantings will occur four (4) times each year beginning with Labor Day. The additional plantings occur during the fishing season opener, Memorial Day, and the 4th of July holidays. The locations of each fish planting include Diaz Lake (only for the opening of fishing season), Tinnemaha, Taboose and Independence Creek campgrounds. Each location receives roughly 300 to 500 pounds of trout during each planting. This contract amendment will be for an additional planting for the winter at Pleasant Valley Reservoir and the Owen's River. There will be three additional plantings during the winter season (two in February and one in March) at Pleasant Valley Reservoir and the Owens River, typically in four or five locations from the Reservoir to the Laws Bridge.

Inland Aquaculture is a sole source for this service; the contract amount is currently $10,000. The first planting of the 2012-2013 season took place in August just prior to the Labor Day holiday.

ALTERNATIVES: Your Board could choose not to execute the contract amendment for the winter planting services or reduce the scheduled service thereby reducing the contract amount.

OTHER AGENCY INVOLVEMENT: Bishop Chamber of Commerce

FINANCING: The Parks and Recreation FY 2012-2013 budget includes the contract amount of $13,000.00.

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 1-9-13
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 1/11/13
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: 01-14-2017

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
INLAND AQUACULTURE GROUP
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and INLAND AQUACULTURE GROUP, of LEE VINING (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated AUGUST 31, 2012, on County of Inyo Standard Contract No. 116, for the term from JULY 1, 2012 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:

1. The first line of Section 3 (D) is replaces with the following:
The total sum of all payments made by the county to Contractor for services and work performed under the agreement shall not exceed $13,000 dollars.

2 The schedule of fees is amended to add:
The Contractor shall be paid $3,000 for the additional work added to the Scope of Work by this amendment.

3. The Scope of Work is amended by the addition of the following tasks:

The Contractor will provide fish planting services on the dates and locations identified below. The fish will weigh between 2 and 4 pounds each. Each planting will consist of approximately 130 to 150 pounds of Alpers Rainbow Trout.

February 4th	Pleasant Valley Reservoir
February 18th	Owens River
March 4th	Pleasant Valley Reservoir

The effective date of this Amendment to the Agreement is JANUARY 15, 2013.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
INLAND AQUACULTURE GROUP
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

_____
Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

For Clerk's Use Only:
AGENDA NUMBER

6

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES –

FOR THE BOARD MEETING OF: January 22, 2013

SUBJECT: Approval of Amendment Number One (1) to the Contract between Inyo County Mental Health and Casa Pacifica Center for Children and Families.

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendment Number One (1) to the contract between Inyo County Mental Health and Casa Pacifica Center for Children and Families for the provision of mental health services in an additional amount of $30,000.00 for a total amount not to exceed $60,000.00 for the period of July 1, 2012 through June 30, 2013, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This Amendment is necessary to cover intensive mental health treatment costs for a youth placed at Casa Pacifica Center for Children and Families. The Inyo County Multidisciplinary Placement Team approved placement in this high level residential facility. This team is comprised of representatives from Behavioral Health, Child Welfare, Juvenile Probation, Toiyabe Family Services, Kern Regional Center and the schools as appropriate. The team approved the placement only after all lower levels of placement and placement alternatives, including wrap around services, had been exhausted. This youth had also had several lengthy stays at the Inyo County Juvenile Center. Mental Health closely monitors services provided, requires appropriate documentation, and participates in treatment planning. Casa Pacifica has been an Organizational Provider of mental health services for Inyo County in the past and provides individual therapy, group therapy, medication monitoring, and crisis intervention in addition to the residential program and on-grounds school. The Organizational Provider status allows us to maximize Medi-Cal reimbursement for the mental health services provided. The Mental Health fiscal staff diligently pursues reimbursement for these costs.

ALTERNATIVES:

Your Board could deny approval of Amendment Number One (1) to this contract. This would result in the possible loss of this placement option for this minor. This minor would continue to evidence very severe disturbance that would result in prolonged acute hospitalization or extended stay in a Juvenile Detention Facility.

OTHER AGENCY INVOLVEMENT:

Child Welfare, Juvenile Probation, Schools

FINANCING:

Reimbursement will again be pursued and maximized for Medi-Cal eligible services provided by the group home. Mental Health Realignment funds will be used for services that are not reimbursed. This expense is budgeted in Mental Health (045200) in Support and Care (5508). 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: yes 1/10/2013 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: yes 1/11/13 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: ✓ 1/14/13 Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 1-15-13

AMENDMENT NUMBER One TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Casa Pacifica Centers for Children and Families, of Camarillo, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2012, on County of Inyo Standard Contract No. 144, for the term from July 1, 2012 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:

The first sentence of paragraph 3.D. Limit upon amount payable under Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $60,000.00 (Sixty Thousand Dollars) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

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

AMENDMENT NUMBER One TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

MICHAEL RIBARA, CFO
Type or Print

Dated: 12/27/12

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of Casa Pacifica Centers for Children and Families (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2012 to June 30, 2013, unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $30,000.00 (Thirty Thousand) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect.

B. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of seven (7) years from the termination or completion

of this Agreement unless otherwise provided in Attachment A. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

C. Document Standards for Client Records. Contractor shall maintain client records in the manner described in Attachment C.

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver

of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
Behavioral Health	Department
162 J Grove Street	Address
Bishop, CA 93514	City and State

Contractor:	
Casa Pacifica Centers for Children & Families	Name
975 Flynn Road	Address
Camarillo, CA 93012	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

5th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 5 DAY OF June, 2012

COUNTY OF INYO

By: Marty Fortney

Dated: 6-5-12

CONTRACTOR

By: [signature]
Signature
STEVEN ELSON Ph.D.
CHIEF EXECUTIVE OFFICER
Print or Type Name

Dated: 4/12/12

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Casa Pacifica Centers for Children and Families

FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SCOPE OF WORK

1. Contractor Is: (Check One)

☒ An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff, unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medi-Cal Provisions by County Behavioral Health Services Program (BHS) or State Department of Mental Health.

☐ A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

☐ An "Individual Provider" as that term is defined in this paragraph. The term "Individual Provider" means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the CONTRACTOR.

2. Service to be Provided.

a. Contractor shall provide mental health services to patients referred in writing to Contractor by County. In the referral, County shall state the specific services to be provided to the patient and the time period over which those services are authorized. Such services may include assessment, individual or family therapy, group therapy, collateral services, and pharmacological management. Contractor is authorized to provide only those services authorized by County and County shall be under no obligation to pay for services other than those authorized by County.

b. Referred patients shall be entitled to a limited number of services within a specified time frame per referral. Contractor understands that in the event a patient has committed through

appointment to seek beyond the maximum number or time frame of approved services, no payment for those additional services will be granted by County, unless the additional services are specifically authorized by County.

c. Payment shall be at the rates specified in Attachment B. The maximum time spent per contact with the patient shall be as specified in Attachment B and payment shall be limited to the time specified therein. Time spent by Contractor to write in a patient's file, prepare necessary reports, or to otherwise prepare written documentation arising out of services performed under this contract shall be included within the service time limitations specified in Attachment B. The rate specified in Attachment B shall be considered to be payment in full for the services provided. Contractor shall at no time seek compensation from patients. Contractor shall hold harmless the State of California and patients in the event County cannot or will not pay for services rendered by the Contractor pursuant to the terms of this Agreement.

d. Contractor agrees to accept at least three referrals for each contract year. Contractor agrees to schedule initial appointments within ten (10) working days of referrals.

e. Nothing expressed or implied herein shall require the Contractor to provide to the patient, or order on behalf of the patient, services which, in the professional opinion of the Contractor, are not required.

3. Qualifications.

a. Requirements applying to Individual, Group, and Organizational Providers:

i. Be certified and in good standing to provide services under the California Medi-Cal Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and

ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials, and comply with the provisions in (b)(i) and (b)(ii) below.

i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Masters degree in Psychiatric Nursing.

ii. Intern in Marriage and Family Therapy or Associate Social Worker.

1. Organizational Providers approved by BHS may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:

i. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.

ii. Organizational Providers must, prior to assigning authorized services, submit to BHS the I/A's application, resume, photocopy of I/A's and Supervisor's license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A's training program.

2. Every I/A must meet the following criteria:

i. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.

ii. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.

iii. Individual supervision will be augmented by two (2) documented hours of weekly multi-disciplinary group supervision. This supervision will be required for the first six months of experience and may be required for up to one year.

3. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.

4. Documentation of required supervision shall be provided to BHS upon request.

4. Discrimination Prohibited.

Consistent with the requirements of applicable federal or state law, Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. Patients referred under this contract shall receive the same level of care as provided to all other patients served by Contractor.

5. Medical Records.

Contractor shall maintain for each patient who has received services, a legible medical record either typewritten or written in ink, kept in detail and in a standard consistent with appropriate medical and professional practice licensing and certification requirements, which permits effective internal professional review, external medical audit process, and which facilitates an adequate system for follow-up treatment. Patient health records of discharged patients shall be completed and filed within 30 days after termination of each episode of treatment and such records shall be kept for a minimum of 7 years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 19, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054. Psychologists are required to maintain patient records for seven (7) years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919. Contractor shall forward original entries to BHS within 24 hours of service provision for incorporation into client's current chart, if requested by BHS. Notwithstanding paragraph 7(B.) (Terms and Conditions), working notes and test protocols used in preparation of medical records and reports remain the property of the Contractor.

6. Inspection Rights.

Contractor shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, fiscal audits, program compliance and beneficiary complaints review, or copying:

a. By BHS, the State Department of Mental Health, the State Department of Health Services, the United States Department of Health and Human Services, the Controller General of the United States, and other authorized federal and state agencies or their duly authorized representatives.

b. At all reasonable times at the Provider's normal place of business or at such other mutually agreeable location in California.

d. In a form maintained in accordance with the general standards and BHS standards applicable to such book or record keeping.

c. For the term and duration consistent with paragraph 5 above.

7. Confidentiality of Beneficiary Information.

With respect to any identifiable information concerning a patient under this Agreement that is obtained by the Contractor, the Contractor shall: (a) not use any information for any purpose other than carrying out the express terms of the Agreement; (b) promptly transmit to BHS all requests for disclosure of such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any party other than BHS, the U.S. Department of Health and Human Services, the State Department of Health Services, or the State Department of Mental Health without BHS's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder; (d) at the expiration or termination of the Agreement, return all such information to BHS or maintain such information according to written procedures sent BHS by the State Department of Health Services for this purpose.

8. Patients' Rights.

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, both grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

9. Compliance with Applicable Law.

Contractor agrees to comply with all applicable provisions of statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

(a) W&I, Divisions 5, 6, and 9;
(b) California Code of Regulations, Title 9;
(c) California Code of Regulations, Title 22;
(d) Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection ("CR/DC") Manual, and as reflected in County's contract with the State Department of Mental Health for the provision of Medi-Cal funds.

10. Financial Records and Reports.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs
and charges for services rendered to patients hereunder. Contractor shall retain such records for each patient until the latest of the date which is (a) at least seven (7) years from the last date of service to which the records pertain or (b) the date on which all relevant State of California and Federal audit findings are resolved. The provisions of this section are in addition to the other provisions regarding record keeping which are set forth in this Agreement. Contractor shall provide to BHS such financial and other reports regarding Indigent Patient Services and other services provided to Patients as BHS shall reasonably request in writing related to BHS's fulfillment of its BMA or Short-Doyle/Medi-Cal reporting obligations.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: July 1, 2012 TO: June 30, 2013

SCHEDULE OF FEES:

Casa Pacifica
Pricing
Fiscal Year 2011-2012

Service Function	Rate
Room and Board	$9,146 per month
Non Public School	$163 per day
Day Rehabilitation – full day	$131.24 per day
Mental Health Services	$2.61 per minute
Case Management	$2.02 per minute
Medication Support	$4.82 per minute
Crisis Intervention	$3.88 per minute

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

FROM: July 1, 2012 TO: June 30, 2013

STATE DEPARTMENT OF MENTAL HEALTH
DOCUMENTATION STANDARDS FOR CLIENT RECORDS (ATTACHED)

Documentation Standards for Client Records

The documentation standards are described below under key topics related to client care. All standards shall be addressed in the client record; however, there is no requirement that the record have a specific document or section addressing these topics.

A. Assessments

1. **The following areas shall be included as appropriate as a part of a comprehensive client record:**

   a. **Relevant physical health conditions reported by the client shall be prominently identified and updated as appropriate.**

   b. **Presenting problems and relevant conditions affecting the client's physical health and mental health status shall be documented, for example: living situation, daily activities, and social support.**

   c. **Documentation shall describe client strengths in achieving client plan goals.**

   d. **Special status situations that present a risk to client or others shall be prominently documented and updated as appropriate.**

   e. **Documentation shall include medications that have been prescribed by mental health plan physicians, dosages of each medication, dates of initial prescriptions and refills, and documentation of informed consent for medications.**

   f. **Client self report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities shall be clearly documented.**

   g. **A mental health history shall be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.**

   h. **For children and adolescents, pre-natal and perinatal events and complete developmental history shall be documented.**

   i. **Documentation shall include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over the counter drugs.**

j. A relevant mental status examination shall be documented.

k. A five axis diagnosis from the most current DSM, or a diagnosis from the most current ICD, shall be documented, consistent with the presenting problems, history, mental status evaluation and/or other assessment data.

2. Timeliness/Frequency Standard for Assessment

The MHP shall establish standards for timeliness and frequency for the above-mentioned elements.

B. Client Plans

1. Client Plans Shall:

a. Have specific observable and/or specific quantifiable goals.

b. Identify the proposed type(s) of intervention.

c. Have a proposed duration of intervention(s).

d. Be signed (or electronic equivalent) by:

i. The person providing the service(s), or

ii. A person representing a team or program providing services, or

iii. A person representing the MHP providing services.

e. When the client plan is used to establish that services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category,

i. A physician

ii. A licensed/ "waivered" psychologist

iii. A licensed/registered/waivered social worker

iv. A licensed/registered/waivered marriage and family therapist or

v. A registered nurse

f. Be consistent with the diagnoses, and the focus of intervention shall be consistent with the client plan goals, and there shall be documentation of the client's participation in and agreement with the plan. Examples of documentation include, but are not limited to, reference to the client's participation and agreement in the body of the plan, client signature on the plan, or a description of the client's participation and agreement in progress notes.

i. Client signature on the plan shall be used as the means by which the MHP documents the participation of the client,

1) When the client is a long term client as defined by the MHP, and

2) The Client is receiving more than one type of service from the MHP.

ii. When the client's signature is required on the client plan and the client refuses or is unavailable for signature, the client plan shall include a written explanation of the refusal or unavailability.

iii. The MHP shall give a copy of the client plan to the client on request.

2. Timeliness/Frequency of Client Plan

a. Shall be updated at least annually.

b. The MHP shall establish standards for timeliness and frequency for the individual elements of the client plan described in item 1.

C. Progress Notes

1. Items that shall be contained in the client record related to the client's progress in treatment include:

a. The client record shall provide timely documentation of relevant aspects of client care.

b. Mental Health staff/practitioners shall use client records to document client encounters, including relevant clinical decisions and interventions.

c. All entries in the client record shall include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable

d. All entries shall include the date services were provided.

e. The record shall be legible.

f. The client record shall document referrals to community resources and other agencies, when appropriate.

g. The client record shall document follow-up care, or as appropriate, a discharge summary.

2. Timeliness/Frequency of Progress Notes

Progress notes shall be documented at the frequency by type of service indicated below:

a. Every Service Contact

   i. Mental Health Services

   ii. Medical Support Services

   iii. Crisis Intervention

b. Daily

   i. Crisis Residential

   ii. Crisis Stabilization (1 x / 23hr)

   iii. Day Treatment intensive

c. Weekly

   i. Day Treatment Intensive: a clinical summary reviewed and signed by a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist; or a registered nurse who is either staff to the day treatment intensive program or the person directing the service.

ii. Day Rehabilitation

iii. Adult Residential

d. Other

i. Psychiatric health facility services: notes on each shift.

ii. Targeted Case Management: every service contact, daily or weekly summary.

iii. As determined by the MHP for other services.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

Form W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO

AND Casa Pacifica Centers for Children and Families

FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim.

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

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

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

Notice of Cancellation
Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

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

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

For Clerk's Use Only:
AGENDA NUMBER

7

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time: ☐ Closed Session ☐ Informational

FROM: Planning Department

FOR THE BOARD MEETING OF: January ~~15~~ 22, 2013

SUBJECTS: Amendment No. Two to contracts between the County of Inyo and 1.) PCR Services Corporation and 2.) C.G. Roxane LLC, for the provision of environmental review and processing services for the Environmental Impact Report for the Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Plant project.

DEPARTMENTAL RECOMMENDATION: Request that the Board (1) ratify Contract Amendment No. Two to the contract between the County of Inyo and PCR Services Corporation to increase the contract limit by $116,669 to a total of $365,491, extend the contract termination date from March 1, 2013 to June 30, 2013, and augment the scope of work to reflect the effort to complete the draft and final EIRs, respond to appeals, and provide for additional hearings, and (2) approve Contract Amendment No. 2 to the Contract between the County and C.G. Roxane LLC to increase the contract limit by $163,337 to a total of $508,507 and augment the scope of work to reflect the effort to complete the draft and final EIRs, respond to appeals, and provide for additional hearings, contingent on Board approval of the 2012-13 mid-year budget and obtaining the appropriate signatures.

SUMMARY DISCUSSION: On February 22, 2011, the Board entered into contracts with PCR Services Corporation and CG Roxane LLC to produce an Environmental Impact Report (EIR) for the Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Plant project. In February 7, 2012, the contracts were amended to increase the contract limit and augment the scope of work.

Since the amendments in February 2012, additional work not anticipated in the initial and amended scope of work was necessary to complete the draft and final EIR, including revising the site plan, incorporating information regarding focused surveys for sensitive species, revisions to the hydrogeological studies, and development of complex biological mitigation. In addition, over 200 comments were received once the draft EIR was circulated for public review that necessitated additional work not anticipated in the scope, as well as project modifications based on the comments. Also, three appeals were received on the Planning Commission decision for the project, and these require PCR's assistance to address. As a result, PCR was required to provide services not initially anticipated in order to complete the EIR, and thus additional funds for completion of the final EIR and project are necessary, as described in more detail in the attachments. Due to the appeals and the unexpected complexity of the project, it is also prudent to extend the contract in case hearings are needed after March 1.

ALTERNATIVES: The Board could choose not to approve and ratify the proposed amendments. This is not recommended, as the services of PCR were and are necessary in order for the County to continue processing the application from to CG Roxane LLC and in order for the bottling plant project to go to your Board for final hearings.

OTHER AGENCY INVOLVEMENT: None directly.

FINANCING: Reimbursement for the costs of the Crystal Geyser Cabin Bar Ranch Water Bottling Plant project Environmental Impact Report (EIR) will continue to be provided by initial, and subsequent, deposits

from the C.G. Roxane, LLC which are held in trust (C.G. Cabin Bar, 503811). Financing for Amendment No. Two is included in mid-year adjustments, and is contingent on Board approval of the 2012-13 mid-year budget.

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 1-15-13
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 1/15/13
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: 1-16-13

Attachments:

1.) Proposed Contract Amendment with PCR Services, with copy of current Contract with PCR Services.
2.) Proposed Contract Amendment with C.G. Roxane LLC, with copy of current Contract with C.G. Roxane LLC.

AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND PCR SERVICES CORPORATION FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and PCR Services Corporation (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated February 22, 2011 on County of Inyo Standard Contract No. 156 for the term from March 1, 2011 to March 1, 2013.

WHEREAS, the County and Contractor amended said Agreement on February 7, 2012, including to extend the contract term to amend the amount payable, augment the scope of work, and update the schedule.

WHEREAS, County and Contractor do desire to consent to further 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, Amendment Two, as follows:

Revise Section 2 (Term) of the Agreement to extend the termination date of the Agreement to June 30, 2013.

Amend Section 3D (Limit Upon Amount Payable Under Agreement) to increase the total sum of all payments made by the County to Consultant for services and worked performed under the Agreement to $356,491.

Amend Attachment A (Scope of Work) to include the additional services included in Attachment 1.

Attachment 1

AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND PCR SERVICES CORPORATION FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

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

COUNTY	**CONTRACTOR**
	Heidi Rous
By:_____	By: _____ Vice President/Director, PCR Services Corp.
Dated:_____	Dated: January 11, 2013

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

CONTENTS OF AMENDMENT NO. 2

On pages 2 through 8, under Charges Already Incurred for Out-of-Scope Work Performed to Date to Date, this Amendment No. 2 summarizes out-of-scope effort and costs associated with completion of the Draft EIR and Final EIR, project management undertaken to date, and hearing attendance to date. Out-of-scope work efforts are discussed in detail therein. **Note:** PCR will provide Crystal Geyser Roxane with detailed staff labor reports as backup for these charges the week of January 14th, 2013.

Starting on page 9, under the heading Future Tasks, this amendment summarizes costs requested for future work, including responses to the three appeals that have been filed since the December Planning Commission hearing, future project management, and February 2013 hearing attendance.

Finally, at the County's request, PCR has provided an Optional Task on page 10 summarizing estimated costs for preparation and attendance at two additional hearings, should that be necessary.

A summary of all costs is provided on page 11 of this amendment.

CHARGES ALREADY INCURRED FOR OUT-OF-SCOPE WORK PERFORMED TO DATE

TASK 3: DRAFT EIR

The following bullet items summarize out-of-scope work performed during completion of the Draft EIR.

- **Revised pumping scenario.** In April 2012, at the County's request, Crystal Geyser commissioned Geosyntec to model a short-term, high-production groundwater pumping scenario to simulate the effects of groundwater withdrawal during the summer months on static groundwater levels, on-site springs, and on-site and off-site wells. PCR reviewed the letter report summarizing Geosyntec's findings, coordinated with hydrogeologists with

Richard C. Slade & Associates (RCS & Associates), and incorporated the findings into the Draft EIR Hydrogeology section.

- **Revised site plan.** In May, Crystal Geyser provided the County and PCR with a new site plan that reflected a modified plant site footprint, in response to PCR's evaluation of project impacts on wetlands and non-wetland "waters of the US". Additionally, Crystal Geyser eliminated the solar array from the project and instead proposed a rooftop solar array as part of the plant complex. This necessitated two successive sets of revised site plans and acreage calculations, and required PCR to obtain and format the updated CAD and Shapefile data and re-calculate and re-evaluate impacts on vegetation communities and jurisdictional resources. Revisions were required to the Draft EIR Project Description and technical analysis, including Biological Resources, Cultural Resources (technical report and EIR section), Land Use, and Alternatives (which had already been drafted to assume an alternative that eliminated the solar array and moved the plant). All associated figures also required revision.

- **Focused surveys for sensitive plant and wildlife species.** PCR's original 2010 proposal scope of work did not contemplate focused surveys; our subsequent January 2012 amendment proposed habitat assessment and vegetation mapping for the 11-acre increase in the project area, but likewise did not propose focused surveys since none were originally scoped or requested by resource agencies in NOP comments. However, in spring 2012, Crystal Geyser asked PCR to consult on the need for focused sensitive plant and wildlife surveys as part of Draft EIR analysis, to expedite environmental review and permitting, and allow project construction to commence in or before spring 2013. PCR participated in several teleconferences to discuss this issue, and prepared a proposal for surveys and the preparation of biological and jurisdictional resource permit application preparation and agency consultation. Crystal Geyser subsequently elected to retain RCI to conduct and document focused surveys in May 2012 surveys. Report findings were not provided to PCR in time for inclusion in the Draft EIR, which therefore recommended future focused surveys as mitigation. This effort necessitated coordination between PCR, the project team, and County Planning; PCR's preparation of a survey proposal; and technical analysis by PCR biologists.

- **Revision of Hydrogeology technical report and section in response to team comments.** PCR consulted extensively with the project groundwater geologist over revision of the *Hydrogeologic Evaluation,* and revised the Draft EIR Hydrogeology section in response to

comments from County Planning as well review comments provided by Jeff Zukin of Geosyntec. Although a key EIR topic, the level of effort for two rounds of review and revision of the Hydrogeology section ultimately undertaken greatly exceeded that anticipated in PCR's original proposal.

- **New RWMAMP mitigation measure.** In response to County Planning concerns about the potential for project impacts on spring flow and associated wetland and riparian vegetation, PCR developed and refined, per team comments, the Riparian and Wetland Monitoring and Adaptive Management Program mitigation measure, to require long-term monitoring and establish triggers for mitigation implementation based on the health of vegetation.

- **Schedule Extension.** The original project schedule was envisioned to be nine months in duration, beginning with data collection and development of the NOP and Initial Study. Approximately 17 months have elapsed since those tasks were begun, and at this time project completion is anticipated for January or February 2013 with the final project hearing. The protracted schedule, caused in part by project changes, the complexity of some of the analysis, and the need to obtain and reconcile data from multiple sources, increased costs.

In summary, the above tasks necessitated out of scope hours as summarized below:

- **Completion of 1st Screencheck Draft EIR.** Because of the above out of scope tasks, a total of 692 hours, or $86,434, was originally budget for completion of the 1st Screencheck, with added funds from the January 2012 amendment, which expanded the scope of the biological and cultural resources technical investigations and technical analysis. Out-of-scope effort to complete the 1st Screencheck ultimately required an additional 29 hours of the Project Manager's time, 69 hours of Principal Planner staff time, 2 hours of Senior Acoustic Engineer staff time, and 5 hours of Senior Biologist staff time.

- **Response to team comments, 2nd Screencheck/finalization/distribution of Draft EIR.** A total of 68 staff hours, or $9,536, was budgeted in PCR's original proposal for the 2nd Screencheck, Final Draft, and Draft EIR distribution. Out-of-scope effort for these three tasks ultimately required an additional 33 hours of Project Manager time, 59 hours of Principal and Senior Planner staff time, 10 hours of Principal Biologist staff time, 24 hours of Senior Biologist staff time, 11 hours of graphics support, and 18 hours of publications support.

Cost for 1st Screencheck Draft EIR: $16,100

Cost for 2nd Screencheck/Final Draft EIR, Distribution: $21,000

TASK 4: FINAL EIR

- **Responses to Comments.** PCR's original scope of work contained an allowance of $10,953 for preparation of the Final EIR and Findings of Fact/Statement of Overriding Considerations. This assumed a modest number of comment letters and individual comments on the Draft EIR, and one round of team comments followed by the preparation of the public Final EIR. The County ultimately received a total of 25 comment letters totaling approximately 200 comments. A number of substantive comments were received from public agencies as well as from advocacy organizations, Native American tribes, the Cartago Mutual Water Company and its consultant, and the Elton family and other private individuals.

  The response to comment effort was considerably greater than originally anticipated and required coordination between PCR and RCS & Associates (groundwater geology subconsultant), LSC (traffic engineer subconsultant), Crystal Geyser, and the County, including Planning, the Water Department, and County Counsel. Two detailed topical responses required preparation in addition to individual responses. PCR heavily revised the Hydrogeology topical response and responses to comments upon receipt from the subconsultant, and, instead of a single set of team review comments on responses, PCR reconciled comments from Crystal Geyser, Geosyntec, Rick Moore, Tom Platz of Triad Homes, County Planning, the Water Department, and County Counsel. The Final EIR effort, originally anticipated to take approximately 1.5 months, ultimately took from mid-September (when the first comment letters were received) through early December, with an intensive effort in mid- through late November and early December to reconcile the changes to the Hydrogeology and Biology responses to comments and mitigation measures.

  In all, more than 161 staff hours over the original proposal allowance of 70 hours for Final EIR preparation were expended to respond to comments, conduct and evaluate new analysis of impacts on biological resources and jurisdictional resources, prepare revisions and corrections to the Draft EIR including drafting new mitigation measures, address team comments, complete a quality control/consistency review, and produce and

distribute the Final EIR. Out-of-scope effort to complete the Final EIR required 93 hours of Project Manager time, 21 hours of Principal Planner staff time, 7 hours of Air Quality/Noise Director staff time, 12.5 hours of Senior Air Quality Scientist staff time, 3.5 hours of Historic Resources Director division time, 3.5 hours of Senior Archaeologist staff time, 16 hours of Senior Planner staff time, 1 hour of Biological Resources Director staff time, 22.75 hours of Senior GIS Specialist staff time, 1 hour of graphics support, and 22 hours of publications support. Other specific out-of-scope efforts undertaken for Final EIR preparation are summarized below.

- **Driveway realignment and water supply pipeline alignments, additional jurisdictional delineation, and associated revisions to the Final EIR.** In response to public comment on the Draft EIR, during Final EIR preparation Crystal Geyser defined and mapped the proposed water supply pipeline alignment between the three production wells, the domestic water well, and the proposed plant site. These had not been previously defined or provided to PCR and necessitated additional technical analysis. Additionally Crystal Geyser undertook consultation with the U.S. Fish & Wildlife Service (USFWS) and California Department of Fish and Game (CDFG) during and following Draft EIR circulation, and in response to agency requests to minimize impacts on the riparian community and trees, substantially realigned the proposed driveway between US 395 and the project site. Subsequently, in late November 2012, Crystal Geyser discarded this alignment and developed a third driveway alignment that crossed Cartago Creek in a new location.

  Crystal Geyser retained Garcia & Associates (GANDA) to perform a second jurisdictional delineation on the project site to determine impacts on jurisdictional resources associated with the first driveway realignment and the water supply pipelines between the wells and the plant site. PCR's Project Manager and cartographers, biologists, regulatory permitting specialists, and planners obtained, formatted, and evaluated new CAD files and Shapefile data, qualitatively evaluated driveway alignment impacts on jurisdictional resources (for both realignments), evaluated GANDA's jurisdictional delineation report findings, and consulted with GANDA over revisions to the report. PCR also coordinated extensively with Crystal Geyser over GANDA's jurisdiction delineation.

  Based on the findings of GANDA's jurisdictional delineation report findings and our internal assessment of driveway re-alignment impacts, PCR revised the Final EIR

Responses to Comments and affected portions of the Draft EIR, through incorporation into Final EIR Section 3.0, Corrections and Additions to the Draft EIR, of the necessary text and figure changes for the Draft EIR Project Description, Biological Resources section, and other sections.

- **Consultation re: additional focused surveys and Revisions to Final EIR.** In response to public comments on the Draft EIR, including those provided by USFWS and CDGF, and in order to ensure the Final EIR contained discussion of surveys conducted in the fall season. Crystal Geyser retained GANDA to conduct focused surveys for sensitive species surveys on the project site in October 2012. PCR coordinated with Crystal Geyser over GANDA's surveys and provided a scope of work for that survey, reviewed and consulted with GANDA about the report findings, revised the Final EIR Responses to Comments, and extensively revised the Draft EIR Biological Resources section's existing conditions discussion, impact determinations, and mitigation measures in Section 3.0, Corrections and Additions to the Draft EIR, to reflect GANDA's survey report findings and agency comments on the Draft EIR. PCR also reviewed Resource Concepts Inc.'s May 2012 survey report and incorporated findings into the Final EIR.

- **Revision of Hydrogeology mitigation measures.** In response to public comments on the Draft EIR, particularly those that expressed concern about project-related groundwater withdrawal impacts on off-site wells, and at the recommendation of the County's Water Department and County Counsel, the Draft EIR mitigation measures for Hydrogeology impacts required substantive revision. PCR and RCS & Associates consulted at length with Crystal Geyser and Geosyntec, Inyo County Planning and Water Departments, and County Counsel to revise the mitigation measures for consistency with other County documents and to address the unique circumstances of the proposed project.

- **Revision of Biological Resources RWMAMP mitigation measure.** Based on revision of the Hydrogeology mitigation measures and in response to public comments on the Draft EIR concerning groundwater withdrawal impacts on spring flows and wetland and riparian vegetation, PCR revised the Riparian and Wetland Monitoring and Adaptive Management Program mitigation measure.

Cost for Final EIR: $30,000

TASK 5: MANAGEMENT & COORDINATION, MEETINGS AND HEARINGS

PCR's original proposal included a $5,850 allowance for meetings/hearings (up to six) (Task 5a) and a $5,134 allowance (45 hours) for project management (Task 5b), since the actual needs and costs could not be accurately predicted. Those allowances assumed a nine-month project duration, whereas the project duration has been approximately 19 months to date, and the funds have been depleted and exceeded by ongoing project management. The January 2012 amendment requested an additional $4,500 to recoup project management costs expended as of that date. Since that time, additional management has been necessary to ensure coordination with Crystal Geyser, particularly during Final EIR preparation, as well as the County and subconsultants, particularly RCS & Associates.

This amendment therefore requests Task 5a funds for preparation for and attendance at the December 2012 hearing (11 hours for the Project Manager and 18 hours for the Principal Biologist), and funds for out-of-scope Task 5b charges already incurred, including 36 hours of Project Manager time and 13 hours of Senior Planner staff time.

Cost for Task 5a, December 2012 Hearing Attendance and Support: $ 4,374

Cost for Task 5b, Management & Coordination: $ 7,535

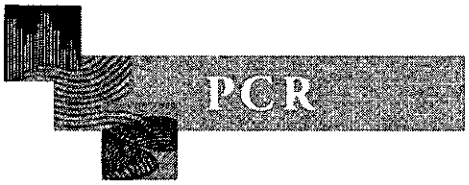
Total: $11,909

TASK 6: TECHNICAL STUDIES: SUBCONSULTANTS

RCS & Associates' original groundwater geology proposal scope of work did not include attendance at hearings. This amendment includes an allowance for preparation for and attendance at the December hearing, assuming 10 hours for the Senior Groundwater Geologist at $182/hour, plus $188 for expenses.

Cost for RCS & Associates December 2012 Hearing Attendance and Support: $ 2,209
(includes 10% PCR markup)

LSC Transportation Consultants, Inc. has exceeded their original proposal scope of work and budget due to the need for review of the Draft EIR Transportation section, the extent of County



comments and public comments received on the traffic study and Draft EIR Transportation section, and additional analysis required by Caltrans in their comments on the Draft EIR. Specifically, out-of-scope effort required by LSC included two rounds of review and comment on the draft EIR chapter prepared by PCR; addressing County comments on the Draft EIR, which included a request for an updated list of future cumulative projects that required review by LSC; and responding to Caltrans comments on the Draft EIR, which included updated site plans for the Caltrans 4-Lane Project. These tasks required 4.5 additional hours of Associate Engineer time and 15 additional hours of Engineer time.

Cost for LSC Transportation Consultants, Inc.: $2,030
(includes 10% PCR markup)

FUTURE TASKS

NEW TASK: RESPONSES TO APPEALS

At the County's request, PCR has estimated the costs of preparing responses to the three appeals filed regarding the project from Taber Consultants (on behalf of the Cartago Mutual Water Company), the Elton Family, and the Sierra Club (Owens Valley Committee). These costs include 8 hours of Project Manager time, 40 hours of Principal Biologist time, and 12 hours of Biological Resources Division Director time, as well as costs for RCS & Associates, as summarized below. It is assumed that PCR and RCS & Associates responses will rely heavily on responses to comments already prepared for the Final EIR, but that coordination with Crystal Geyser, County Planning and Water departments, and possibly the Sierra Club will be necessary.

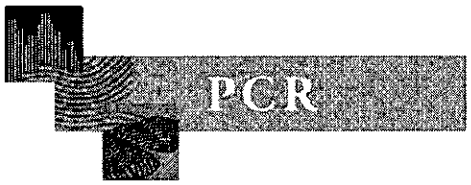
Cost for PCR Responses to Appeals: $ 8,460

Cost for RCS & Associates Responses to Appeals: $ 5,933
(includes 10% PCR markup)

Total: $ 14,393

TASK 5: MANAGEMENT & COORDINATION, MEETINGS AND HEARINGS

Funds are requested for PCR attendance at one future hearing in February 2013 and project management for January 1, 2013 through project approval. This assumes 11 hours for the Project



Manager and 18 hours for the Principal Biologist for hearing attendance under Task 5a, and 12 hours of Project Manager time and 4 hours of Principal Biologist time under Task 5b.

Cost for Task 5a, February 2013 Hearing Attendance and Support: $4,374

Cost for Task 5b, Management & Coordination: $ 2,520

Total: $11,909

TASK 6: TECHNICAL STUDIES: SUBCONSULTANTS

As previously stated, RCS & Associate's original groundwater geology proposal scope of work did not include attendance at hearings. This amendment includes an allowance for preparation for and attendance at the February Board of Supervisors hearing, assuming 10 hours for the Senior Groundwater Geologist at $182/hour, plus $188 for expenses.

Cost for RCS & Associates February 2013 Hearing Attendance and Support: $2,209

(includes 10% PCR markup)

OPTIONAL TASK: ADDITIONAL HEARINGS (ONLY IF REQUIRED BY THE COUNTY)

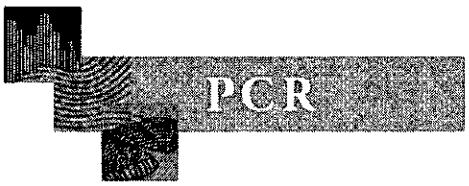
This optional task includes an allowance for preparation for and attendance at two additional hearings if needed per the County, assuming 18 hours apiece for the Project Manager and Principal Biologist. Any additional hearing or meeting attendance or further support would be billed at the hourly rates indicated on PCR's attached fee schedule.

This optional task also includes an allowance for preparation for and attendance at two additional hearings if needed per the County, assuming 20 hours for RCS & Associates' Senior Groundwater Geologist at $182/hour, plus $375 for expenses. Any additional hearing or meeting attendance or further support would be billed at the hourly rates indicated on RCS & Associates' attached Schedule of Charges and Conditions.

Cost for PCR Hearing Attendance and Support: $5,508

Cost for RCS & Associates Hearing Attendance and Support: $4,417

(includes 10% PCR markup)



SUMMARY

The costs for PCR and subconsultant out-of-scope work, future tasks, and optional tasks discussed in this amendment are summarized below.

Charges Already Incurred for Out-of-Scope Work Performed to Date	
Task 3: Prepare Draft EIR	$ 16,100
Finalize Draft for Circulation	$ 21,000
Task 4: Prepare and Distribute Final EIR	$ 30,000
Task 5a: Meetings and Hearings	$ 4,374
Task 5b: Project Management & Coordination	$ 7,535
Task 6: RCS & Associates	$ 2,209
LSC Transportation Consultants Inc.	$ 2,030
Subtotal	**$ 83,248**
Future Tasks	
Responses to Appeals	$14,393
Task 5a: February 2013 Hearing Attendance	$ 4,374
Task 5b: Project Management & Coordination	$ 2,520
Task 6: RCS & Associates Hearing Attendance	$ 2,209
Subtotal	**$ 23,496**
Optional Task	
PCR Attendance at 2 Additional Hearings	$ 5,508
RCS & Associates Attendance at 2 Additional Hearings	$ 4,417
Subtotal	**$ 9,925**
Grand Total *without* Optional Task	**$106,744**
Grand Total *with* Optional Task	**$116,669**

When the funds for work already performed plus required future tasks are added to our current contract amount of **$239,822**, the overall contract amount would increase to a new total of **$346,566**; the addition of funds for the optional task would increase the contract total to **$356,491**.

AGREEMENT BETWEEN COUNTY OF INYO
AND PCR Services Corporation (PCR0
FOR THE PROVISION OF Environmental Review/Processing SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the env. review/processing services of PCR Services Corporation (PCR) of Irvine, CA (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from March 1, 2011 to March 1, 2013 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed $188,370.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

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

8. INSURANCE REQUIREMENTS.

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

~~2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).~~ (SEE AMENDMENT, NEXT PAGE)

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): $1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $ 300,000.00 per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of California.

4. Employer's Liability: $1,000,000.00 policy limit bodily injury by disease, $1,000,000.00 each employee bodily injury by disease.

5. Errors and Omissions Liability: $1,000,000.00 per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work

Insurance

Paragraph ~~6~~ A.2 (Page 4 of MSA) – see suggested strikeout and revision

2. ~~Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).~~ *Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 9 (Non-Owned Autos), which applies to personal vehicles in business use and leased/rented vehicles. Contractor does not own any automobiles and will not acquire any automobiles for this contract. Therefore, Code 1 (any auto) does not apply.*

or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy (CG 20 10 11 85).

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

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

F. Verification of Coverage. Consultant shall furnish the County with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the County unless the insurance company will not use the County's forms. All endorsements are to be received and approved by the County before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the County's forms, the Consultant's insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

G. Waiver of Subrogation. Consultant hereby agrees to waive subrogation, which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

9. STATUS OF CONSULTANT .

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

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

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

C. Consultant, its agents, officers, and employees are, and at all times during the term of this

D. Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Consultant shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising from the performance of this Agreement and arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of the Consultant, or Consultant's agents, officers, or employees. Consultant'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. Consultant'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 negligence, recklessness or willful misconduct of the Consultant, its agents, employees, supplier, or of any one directly or indirectly employed by any of them, or anyone for whose negligence, recklessness or willful misconduct any of them may be liable.

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

17. CONFIDENTIALITY.

Consultant agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

22. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo:

Tanda Gretz	Name
P.O. Drawer L	Street
Independence, CA 93526	City and State

Consultant :

PCR Services Corporation (PCR)	Name
One Venture, Suite 150	Street
Irvine, CA 92618	City and State

25. ENTIRE AGREEMENT.

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

/// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND PCR Services Corporation (PCR)
FOR THE PROVISION OF Environmental Review/Processing SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 22nd DAY OF February, 2011.

COUNTY OF INYO

By: Susan Cash

Dated: 2-22-11

CONSULTANT

By: [signature]
Signature

Gregory J. Broughton
Print or Type Name

Dated: January 17, 2011

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND PCR Services Corporation (PCR)
FOR THE PROVISION OF Environmental Review/Processing SERVICES

TERM:

FROM: March 1, 2011 TO: March 1, 2013

SCOPE OF WORK:

See Attached "Scope of Work" (8 pages)

SCOPE OF WORK

PCR will complete the environmental review process for the project through preparation of an EIR with the County of Inyo as the Lead Agency. The scope of work includes preparation of an Initial Study, Draft EIR, Final EIR (inclusive of responses to comments and an MMRP), and related notices, findings and resolutions. Preparation of the EIR will include Biological and Cultural Resource technical appendices prepared by PCR and traffic and groundwater technical appendices prepared by LSC and RCS, respectively. The scope of work also includes meetings and coordination with the County as described further below. PCR will rely on previous studies regarding the project site to provide efficiency in document preparation; and expects the County to provide such studies that is has available. Further, it is assumed that the project applicant will provide information to support the preparation of the EIR, including but not necessarily limited to: A detailed project description, a description of the construction program (construction equipment and durations of use), amounts of cut/fill material, information regarding the proposed infrastructure features inclusive of the proposed design of the engineered leach mound system and drainage system.

The table below lists the tasks required for the timely completion of the environmental review process. Following the table is a description of each of these separate tasks.

Task	Task Description
1	Collect Data/Prepare Project Description
2	Prepare Initial Study Package and Prepare and Circulate Notice of Preparation/Notice of Public Scoping Meeting
3	Prepare and Distribute Draft EIR
4	Prepare and Distribute Final EIR
5	Meetings and Management/Coordination

Task 1: Collect Data/Prepare Project Description

Upon project start-up, PCR will meet with the County to review data needs, discuss specific issues of concern, and the project schedule. As part of this process, PCR will review previous studies and environmental documentation that have been prepared for the project and/or the nearby project setting and identify new and/or updated information that is needed. PCR will prepare a memo that identifies additional information needed to proceed. Upon receipt of necessary project information identified on our data needs list, PCR will prepare a draft Project Description for County review. PCR assumes that two review iterations of the Project Description will be required.

Products

- Data Needs List
- First Draft of Project Description
- Final Project Description for use with Initial Study

Task 2: Prepare Initial Study Package and Prepare and Circulate Notice of Preparation/Notice of Public Scoping Meeting

After project initiation, PCR will prepare an Initial Study package consisting of a Project Description, CEQA checklist and EIR determination, Explanation of Checklist Items, and Notice of Preparation (NOP). The Initial Study checklist and Explanation of Checklist Determinations will identify issues that will be analyzed in the EIR and substantiate why other issues will not require further study. The evaluation will address the 18 broad environmental topics identified in CEQA Guidelines, Appendix G. For each environmental issue, it will be determined whether the project would result in no impact, a less than significant impact, a less than significant impact with mitigation or a potentially significant impact. The EIR will address in detail the issues for which a potentially significant impact is identified. Based on our current understanding of the project PCR believes that certain environmental issues can be scoped out of detailed analysis in the EIR. These topics will be fully addressed in the Initial Study, with a summary of related impacts in the Draft EIR.

Once drafted, PCR will submit the Initial Study package to the County for review; and prepare a revised package for review. Included in such revisions may be modifications to the list of environmental issues to be discussed in the

Draft EIR, which cause changes to the scope of services described below. PCR assumes that two rounds of County review and PCR revision will be required, with PCR providing a proof copy of the document for final sign-off by the County.

PCR will need assistance from the County in coordinating the scoping meeting location and associated mailing list. PCR will distribute the NOP/Notice of Public Scoping meeting to begin the 30-day public comment period. During the NOP comment period, the Initial Study will also be made available by County staff for public review.

Products

- Initial Study Package for County Review
- Final Initial Study Package– Electronic submittal and 20 hard copies and CD's
- Draft Notice of Preparation/Notice of Public Scoping Meeting
- Final Notice of Preparation/Notice of Public Scoping Meeting

Task 3: Prepare and Distribute Draft EIR

PCR will prepare a Draft EIR that will analyze the project's potential environmental impacts. The Draft EIR will include all statutory sections required by CEQA, including a summary, project description, environmental setting, and impact analyses for each environmental issue to be addressed that will include mitigation measures and an analysis of cumulative effects. The analyses will address both direct and indirect impacts. The EIR will also address areas of controversy, effects found not to be significant, growth inducement, alternatives, significant irreversible environmental effects, significant and unavoidable environmental effects, references, and organizations and persons consulted. PCR assumes that up to three (3) alternatives, including a No Project Alternative as required under CEQA, will be addressed in the Draft EIR.

The final set of environmental topics addressed in the Draft EIR will be determined by the Initial Study and may include additional topics based on comments received during the NOP comment period. Based on PCR's understanding of the development and our long-standing experience preparing EIRs, we anticipate that the Draft EIR will analyze the following:

- Aesthetics/Visual Resources (Aesthetics, Views, and Light)
- Air Quality
- Global Climate Change
- Biological Resources
- Cultural Resources (Archeological, Paleontological, and Historic)
- Hydrology/Water Quality
- Land Use/Planning
- Noise
- Transportation/Traffic (Traffic, Traffic Safety and Access)

The analytic approach and scope for each of the environmental issues is presented below.

Aesthetics

The aesthetics analysis will include an evaluation of potential impacts associated with aesthetic resources, views, and artificial lighting. The analysis will describe the visual quality of the site and existing views of the Sierra and White-Inyo Mountains that are available from Route 395, as well as relevant regulations and policies. While not designated as a scenic highway, Route 395 does provide scenic views to travelers through the valley. The aesthetics resources component will evaluate the change to the character of the project site, and the view component will address the impacts on the scenic views. The lighting analysis will address potential changes in the night-time appearance of the project site and potential effects on any light sensitive uses.

Air Quality

The air quality analysis will be conducted by PCR's in-house specialists. It will consist of the following discussions and analyses: (1) regulatory setting; (2) existing environmental conditions, such as ambient air quality and identification of nearby sensitive receptors; (3) thresholds of significance; (4) qualitative analysis of construction impacts in accordance with the Great Basin Unified Air Pollution Control District guidelines; (5) analysis of direct and indirect operational criteria pollutant emissions (volatile organic compounds, oxides of nitrogen, carbon monoxide, particulate matter, PM10 and PM2.5, and sulfur oxides); (6) identification of mitigation measures, as warranted; (7) qualitative assessment of potential impacts from odors and toxic air contaminants during construction and operation; and (8) assessment of the project's consistency with applicable State Implementation Plans (SIP).

Global Climate Change

PCR will prepare a Greenhouse Gas (GHG) section pursuant to new guidelines from the Governor's Office of Planning and Research, effective as of March 18, 2010, which recommends such sections and which provides two new Initial Study checklist questions to be used in analyzing potential impacts from GHGs. In general, the guidelines allow Lead Agencies to determine if a quantitative or qualitative analysis is most appropriate, and to establish specific significance criteria. Since the County does not have approved numeric thresholds, PCR is proposing a qualitative analysis that discusses the reduction strategies of the Climate Action Team for reducing GHG, and the project's relationship to those actions. The EIR will include discussion on the (1) regulatory setting; (2) existing conditions; and (3) project design features (such as LEED certification) which support the State's GHG reduction goals, and the relationship of the project to attainment of the goals.

Biological Resources

The biological resources assessment will make maximum use of prior studies conducted on the ranch in the late 1980s with the incorporation of information made available in region-wide data bases since that time. Following the review of such information a field visit will be conducted at the approximately 13 acre project site for the purpose of verifying and supplementing existing information. The analysis will be comprehensive; however, focus will be placed on sensitive species and habitats and other regulated resources found or having the potential to occur on site. In particular, the status of the Owens tui chub, the Owens Valley vole, and Owens Valley checkerbloom will be determined on-site. The analysis will include information on: the methods used to prepare the assessment; baseline conditions; potential direct, indirect and cumulative impacts from the project; the

formulation of mitigation measures which will reduce impacts to less than significant; and the findings for potentially significant unavoidable adverse impacts (if any). No focused surveys are anticipated at this time.

Cultural Resources (Archaeological, Paleontological, and Historic)

PCR will provide an evaluation of the historic, archaeological (sites and isolates), and paleontological resources that are present on the project site, and, if necessary, recommend mitigation measures to address significant impacts. The work will draw on previous archeological survey work at the project site to the extent feasible. However, additional technical study is necessary to meet CEQA guidelines. A cultural resources technical report will be included as an Appendix to the Draft EIR and summarized in the EIR section. New technical work to be performed by PCR includes updating the previously performed archaeological and sacred lands data base searches (including a new follow-up Native American consultation), doing a paleontological resources search and performing intensive-level pedestrian surveys of the site by a qualified archeologist and architectural historian. The surveys will identify whether or not there are buildings/structures or historic agricultural/ranch features over 45 years in age present, or whether new archeological resources have become exposed. If new archeological or historical resources are found eligible for federal, state or local listing, PCR will notify the County immediately, and if requested/authorized, PCR will perform necessary further work to evaluate and document the newly identified resources through an amended scope of work. Such work would include assessment of related impacts, mitigation measures, and preparation of documents required to demonstrate compliance with cultural resource regulations.

Hydrology/Water Quality

The hydrological/water quality analysis will be based on a Technical Study that will be prepared by RCS. The technical study be included as an Appendix to the EIR, and summarized in the Environmental Analyses section. The study will include data collection and review of all pertinent information available, a field reconnaissance/well canvass, and data analyses that address the following topics: groundwater geology, water levels, water quality, aquifer and well characteristics, pumping rates and volumes, and a theoretical drawdown calculation to indicate the potential amount of water level draw-down interference that might be induced in nearby offsite wells. PCR understands that the project applicant is currently performing pump tests, and that the results of those tests will be made available to support this analysis.

Land Use

The analysis of land use impacts will evaluate the project's consistency with existing land use plans and zoning, and its relationship to surrounding uses and nearby populations in Cartago and Olancha. The analysis will address expected zoning and conditional use changes as they relate to the County zoning regulations and the General Plan.

Noise

PCR staff will evaluate potential noise impacts associated with construction activities and operation of the proposed project. The scope of services for the noise analysis will include the following: (1) survey noise-sensitive land uses, existing noise sources, and features affecting noise transference in the project area; (2) identify and describe relevant local plans, regulations, ordinances, criteria, and guidelines associated with noise; (3) review the

project construction schedule and equipment to estimate construction related noise levels (qualitative analysis) at the adjacent noise sensitive uses; (4) evaluate project operational noise from project related vehicular traffic, outdoor mechanical equipment (HVAC), and parking facilities; (5) provide a qualitative analysis of vibration impacts associated with use of heavy-duty equipment during construction of the project; and (6) identify potential mitigation measures where feasible. Vehicular noise impacts will be assessed based on data from the project Traffic Study using computer noise prediction models that incorporate Federal Highway Administration (FHWA) traffic noise model (FHWARD-77-108).

Traffic/Transportation

The traffic section of the Draft EIR will be based on a Traffic Study to be prepared by LSC that will be included as an Appendix to the Draft EIR. A detailed proposal for the preparation of the Traffic Study is included as Appendix C. As described therein, the analysis will address the following issues: (1) The project's percent impact on traffic volumes on Route 395, (2) Level Of Service (LOS) impacts for the site access intersections per methodologies presented in the Highway Capacity Manual, (3) Site access issues, e.g. potential need for turn lanes, and sight distance at the site access points; and (4) If required, potential mitigation measures will be identified and assessed. If mitigation is required, the analysis will evaluate the project phase (trip generation level) that triggers such mitigation. Route 395 is currently planned for widening by Caltrans from two to four lanes adjacent to the project site with under one of four alternative designs under consideration. The proposed project has identified two possible access points subject to the final Caltrans design. Therefore, the scope of work for the traffic analysis will address the full range of scenarios regarding Route 395 alternative designs (including the no project) and the project's access design. In addition, the EIR will indicate any potential effects of construction on travel conditions, and if necessary propose a construction management program as mitigation for construction impacts.

Submittals

PCR will submit a Screencheck Draft EIR to the County for review. We anticipate two rounds of County comments prior to providing a proof copy to the County for final sign-off. Upon approval of the proof copy by the County, PCR will produce the Draft EIR and prepare a Notice of Completion and a Notice of Availability. PCR will assist in the distribution of the Draft EIR to a list of agencies, organizations and individuals agreed to by the County. PCR understands that the County will post notices with the County Clerk and Inyo Register. PCR will also prepare files for posting the Draft EIR on the County's website and produce CDs of the Draft EIR for County distribution.

Products

- First Screencheck Draft EIR for County Review
- Second Screencheck Draft EIR for County Review
- Proof Copy of Draft EIR
- Hard Copies of Draft EIR – (35 copies of main report and five sets of Appendices)
- CDs containing Draft EIR
- File of Draft EIR for County Website
- Notice of Availability
- Notice of Completion

Task 4: Prepare and Distribute Final EIR

After circulation of the Draft EIR, PCR will coordinate with the County to obtain all public comments. PCR will review the comments and meet with the County to discuss issues raised and establish an approach for responding to comments. After such consultation, PCR will prepare a Screencheck Final EIR. The Screencheck Final EIR will include: a summary of the project and its associated impacts; corrections and additions to the Draft EIR; a list of persons, organizations, and public agencies commenting on the Draft EIR; comments submitted regarding the Draft EIR and responses prepared to address those comments; copies of the Draft EIR comment letters; and a Mitigation Monitoring and Reporting Program. PCR assumes that comments from two rounds of County review will be incorporated into the Screencheck Final EIR prior to submitting the document to the County for final sign-off. PCR can only speculate as to the extent of public comment regarding the Draft EIR. As discussed in the Proposed Fees section below, PCR has assigned allowances for responding to these comments.

Once the County approves the Final EIR, PCR will assist the County with distribution of the Final EIR to the appropriate agencies and organizations, including those agencies that commented on the Draft EIR and to appropriate libraries. PCR will also prepare a Notice of Completion to be sent along with copies of the Final EIR to the State Clearinghouse and County Clerk. As with the Draft EIR, PCR will prepare electronic files for posting of the document to the County website and will prepare CDs of the Draft EIR for distribution by the County. PCR will also prepare and distribute a Notification of Final EIR Review Locations to a list agreed to by the County. This notice will state the libraries where the Final EIR is available for review and the address for review of the Final EIR on the County website. Ten days after the Final EIR is sent to commenting agencies, public hearings regarding the project can commence. PCR will also prepare Findings if required and prepare Resolutions. PCR understands that the County will file the Notice of Determination with the County Clerk. This notice will start a 30-day statute of limitations with regard to approval of the project and certification of the Final EIR.

Products

- First Screencheck Final EIR for County Review
- Second Screencheck Final EIR for County Review
- Final EIR for Public Distribution – 20 hard copies, electronic file and CDs
- Notice of Completion
- Notice of Final EIR Review Locations
- Notice of Determination
- Findings/Resolutions

Task 5: Meetings and Management Coordination

The precise number of meetings required to complete the environmental review process for the project cannot be determined at this time. PCR has assumed that monthly teleconferences will be held, with on-going phone contact and e-mail correspondence as needed. PCR understands the importance of keeping County staff informed of project status on a regular basis, and critical issues to be resolved while also confirming key assumptions and documentation needs. In addition, PCR expects to meet personally with the County and has included costs below for 45 hours of management/coordination and up to six meetings/hearings (start-up meeting, scoping meeting, response to public comment

strategy meeting, and three public hearings). Additional meetings can be attended on a time and materials basis.

Task 6: Subconsultants – Traffic Analysis, Hydrology/Water Quality Studies

PCR will rely on sub-consultants to prepare Traffic and Hydrology/Water Quality studies – LSC and RCS, respectively. Both subconsultants will prepare independent technical studies that will be attached to the EIR as appendices, and that will be summarized in the respective topical areas of the EIR. The key focus of the two technical studies is noted in the EIR contents described above. The more detailed proposals for the two studies are attached as Appendix C.

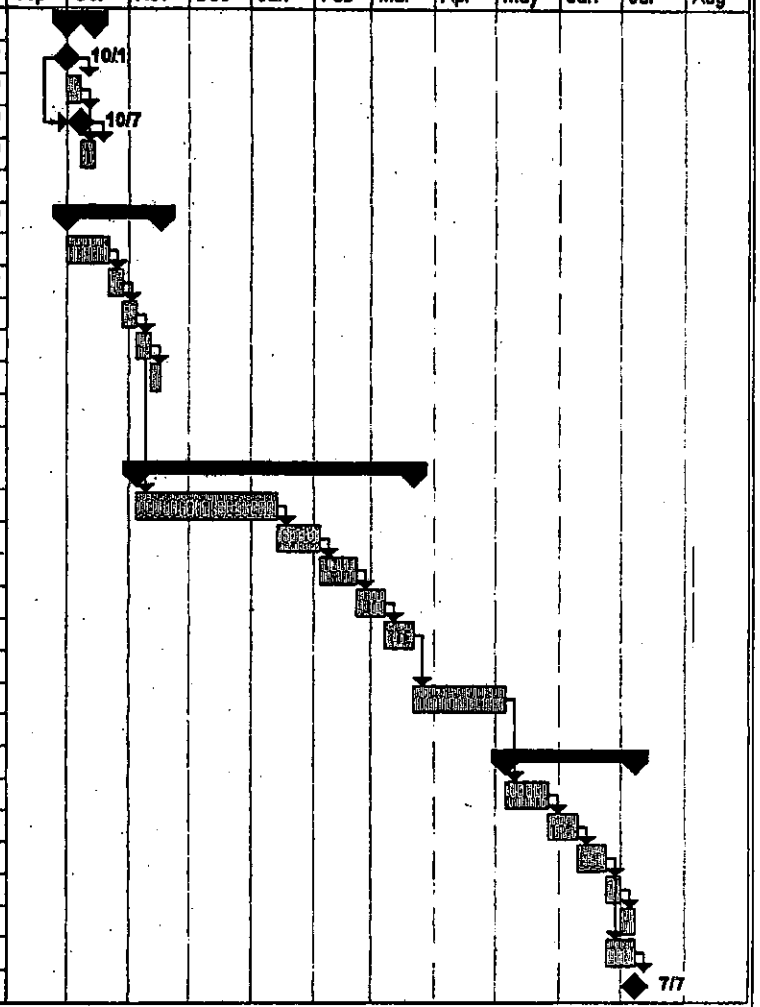
SCHEDULE

PCR is accustomed to working with agencies to meet their schedule needs including tight time schedules. On an aggressive time schedule, the EIR process could be completed in approximately 9 months from authorization to proceed and receipt of necessary project information. PCR will commit the necessary resources to ensure the preparation of the EIR and related environmental documents within the desired time frame. The time durations and milestones for such a schedule are reflected in the program schedule included as Appendix B, below. This time frame would provide about two weeks for start-up and preparation of the Project Description and completion of the Initial Study and NOP within about 6 weeks from the start of work. A Draft EIR could be completed within about 6 months from the start of work activities. The public review period would be 1.5 months and the preparation of the Final EIR might be approximately 1.5 months if the level of public comment is not substantial.

However, this schedule could require more time subject to a number of conditions. Foremost among these is potential weather conflicts in performing project activities, e.g., performing traffic counts or holding a public scoping meeting. Other items that can affect project schedule typically include changes to the Project Description that occur after it has been drafted, project information that is needed from the project Applicant that is not available or complete, comments greatly exceed anticipated level, or if changes in the scope occur. PCR will use a number of devises to facilitate meeting the schedule such as working with limited information to the extent feasible, using phased submittal of EIR sections, anticipating likely public comments during preparation of the Draft EIR and incorporating text into the Draft EIR that can be referenced when preparing the Final EIR, preparing general comment responses for commonly repeated comments, and fast-tracking preparation of many Final EIR components during the public review period. If any situations arise where the schedule is nonetheless delayed, PCR will notify the County at the earliest point possible.

Apppendix B – Illustrative Schedule

ID		Task Name	Duration	Start	Finish
1		**Project Start-Up**	10 days	Fri 10/1/10	Thu 10/14/10
2		Authorization To Proceed	0 days	Fri 10/1/10	Fri 10/1/10
3		Information to PCR	5 days	Fri 10/1/10	Thu 10/7/10
4		Initial Meeting	0 days	Thu 10/7/10	Thu 10/7/10
5		Project Description	5 days	Fri 10/8/10	Thu 10/14/10
6					
7		**Prepare NOP/Initial Study**	33 days	Fri 10/1/10	Tue 11/16/10
8		Draft NOP/Initial Study	15 days	Fri 10/1/10	Thu 10/21/10
9		1st County Review	5 days	Fri 10/22/10	Thu 10/28/10
10		2nd Draft	5 days	Fri 10/29/10	Thu 11/4/10
11		2nd County Review	5 days	Fri 11/5/10	Thu 11/11/10
12		Finalize and Distribute NOP/Initial Study	3 days	Fri 11/12/10	Tue 11/16/10
13					
14					
15		**Prepare Draft EIR**	97 days	Fri 11/5/10	Mon 3/21/11
16		Prepare 1st Administrative Draft	50 days	Fri 11/5/10	Thu 1/13/11
17		County Review of 1st Draft	15 days	Fri 1/14/11	Thu 2/3/11
18		Prepare 2nd Administrative Draft	12 days	Fri 2/4/11	Mon 2/21/11
19		County Review 2nd Draft	10 days	Tue 2/22/11	Mon 3/7/11
20		Finalize and Distribute Draft EIR	10 days	Tue 3/8/11	Mon 3/21/11
21					
22		**Public Review of Draft EIR**	45 edays	Mon 3/21/11	Thu 5/5/11
23					
24		**Prepare Final EIR**	45 days	Fri 5/6/11	Thu 7/7/11
25		Prepare 1st Draft Response to Comment	15 days	Fri 5/6/11	Thu 5/26/11
26		County Review of 1st Draft	10 days	Fri 5/27/11	Thu 6/9/11
27		Prepare 2nd Draft	10 days	Fri 6/10/11	Thu 6/23/11
28		County Review of 2nd Draft	5 days	Fri 6/24/11	Thu 6/30/11
29		Finalize Final EIR	5 days	Fri 7/1/11	Thu 7/7/11
30		Prepare Findings/Resolutions	10 days	Fri 6/24/11	Thu 7/7/11
31		**Distribute Final EIR/Findings**	0 days	Thu 7/7/11	Thu 7/7/11



Project: Crystal Geyser Roxane EIR S
Date: Thu 8/26/10

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND PCR Services Corporation (PCR)
FOR THE PROVISION OF Environmental Review/Processing SERVICES

TERM:

FROM: March 1, 2011 TO: March 1, 2013

SCHEDULE OF FEES:

* Total Fee: $188,370.00
* Invoices to be submitted monthly, based on percent complete per task and per the attached PCR Billing Rates & Expense Charges

PCR 2010 BILLING RATES & EXPENSE CHARGES

Professional Time

Environmental Planning & Documentation

President	$270.00
Director/Principal	$198.00
Principal	$180.00
Associate Principal	$162.00
Principal Planner	$144.00
Senior Planner II	$131.00
Senior Planner I	$117.00
Planner	$104.00
Associate Planner	$90.00
Assistant Planner	$77.00
Technician	$63.00
Intern	$50.00

Biological Services

Principal/Director	$225.00
Associate Principal	$162.00
Principal Biologist	$144.00
Senior Biologist II	$131.00
Senior Biologist I	$117.00
Biologist	$104.00
Associate Biologist	$90.00
Assistant Biologist	$77.00
Technician	$63.00
Intern	$50.00

Air Quality, Climate & Acoustics

Director	$162.00
Principal Engineer/Scientist	$144.00
Senior Engineer/Scientist II	$131.00
Senior Engineer/Scientist I	$117.00
Engineer/Scientist	$104.00
Associate Engineer/Scientist	$90.00
Assistant Engineer/Scientist	$77.00
Technician	$63.00
Intern	$50.00

Historic Resources

Director	$162.00
Principal Historian	$144.00
Senior Historian II	$131.00
Senior Historian I	$117.00
Historian	$104.00
Associate Historian	$90.00
Assistant Historian	$77.00
Technician	$63.00
Intern	$50.00

Archeological & Paleontological Resources

Director	$162.00
Principal Archaeologist/Paleontologist	$144.00
Senior Archaeologist/Paleontologist II	$131.00
Senior Archaeologist/Paleontologist I	$117.00
Archaeologist/Paleontologist	$104.00
Associate Archaeologist/Paleontologist	$90.00
Assistant Archaeologist/Paleontologist	$77.00
Archaeological/Paleontological Technician	$63.00
Intern	$50.00

Support

Senior GIS Specialist/Senior Graphics	$104.00
GIS Specialist	$81.00
Graphics Specialist	$81.00
Publications Specialist	$72.00
Production Specialist	$72.00

Direct Expenses

Direct expenses will be billed at 110 percent of actual cost, including but not limited to:

- Retention of subcontractors.
- Purchase or rental of project materials and special supplies.
- Reproduction, printing and photographic costs.
- Postage, delivery, telephone and other communication costs when requested or approved by client.
- Project-related mileage necessarily incurred at the prevailing IRS Standard Mileage Rates.

Billing Terms

- Unless other contractual terms are agreed upon, PCR invoices on a monthly basis and expects payment 30 days from date of invoice.
- PCR's scheduling commitments are made and taken seriously. However, PCR reserves the right to modify performance schedules in instances where payment of PCR invoices falls behind agreed-upon terms.
- PCR recalibrates its billing rates for professional time at the beginning of each calendar year and reserves the right to raise its billing rates for one or more professional categories by no more than 5 percent twelve months following project initiation.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND PCR Services Corporation (PCR)
FOR THE PROVISION OF Environmental Review/Processing SERVICES

TERM:

FROM: March 1, 2011 TO: March 1, 2013

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

* Contractor shall receive per diem at the following rates: If staying overnight in Inyo County, the standard rate is $46.00 per day for per diem (meals and incidentals). Hotel costs are reimbursed at actual cost, no to exceed $150.00 per night. Travel will be reimbursed at the IRS standard rate. All reimbursable expenses require dated receipt.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND PCR Services Corporation (PCR)
FOR THE PROVISION OF Environmental Review/Processing SERVICES

TERM:

FROM: March 1, 2011 TO: March 1, 2013

FORM W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
PCR Services Corporation

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
233 Wilshire Boulevard, Suite 130

Requester's name and address (optional)

City, state, and ZIP code
Santa Monica, CA 90041

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
95 4068402

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ December 9, 2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND PCR SERVICES CORPORATION FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and PCR Services Corporation (PCR) (hereinafter referred to as Consultant) have entered into an Agreement for the provision of environmental review and processing services dated February 22, 2011 on County of Inyo Standard Contract No. 156 for the term from March 1, 2011 to March 1, 2013.

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

WHEREAS, County and Consultant do desire to consent to further amend such Agreement as set forth below.

County and Consultant hereby amends such Agreement as follows:

- Increase the amount payable in Section 3, Subsection D to $239,822.00
- Attachment #1: amend the Scope of Work, as described in the letter from PCR dated January 12, 2012, adding $51,452 to the amount budgeted for EIR preparation, for a total of $239,822.00
- Attachment #2: amend the Environmental Review Schedule for the project, as described in the Schedule dated January 18, 2012

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND
PCR SERVICES CORPORATION
FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____DAY OF _____, 2012.

COUNTY	CONSULTANT
By: _____	By: _____
Dated: 2-7-12	Dated: 1/19/2012

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

ATTACHMENT #1 TO PCR CONTRACT AMENDMENT:

AMENDED SCOPE OF WORK

(PCR letter dated January 12, 2012)

January 12, 2012

Ms. Tanda Gretz, Senior Planner
INYO COUNTY PLANNING DEPARTMENT
P.O. Drawer L
Independence, California 93526

RE: REVISED AMENDMENT NO. 1 – CRYSTAL GEYSER ROXANE CABIN BAR RANCH WATER BOTTLING FACILITY PROJECT EIR

Dear Ms. Gretz:

PCR Services Corporation (PCR) is submitting this amendment to our Agreement with Inyo County for the provision of environmental review/processing services (Agreement), in association with preparation of an Environmental Impact Report (EIR) for the Crystal Geyser Roxane Cabin Bar Ranch Bottling Facility project (CGR Project). As we have discussed on the phone and communicated in earlier letters, additional funds are necessary for initial data collection and preparation of the Project Description, general project management, and evaluation of project impacts on biological resources, archaeological resources, and historic resources.

The out-of-scope work efforts and associated costs are described on the following pages.

TASK 2: INITIAL STUDY/NOP

The generation of an accurate Project Description for use in CEQA documentation, originally anticipated to require one information request memorandum and to take place over a period of approximately two weeks, required numerous information exchanges and took place across an approximate 2.5-month period to the issuance of the first Project Description, a six-month period to the issuance of the Initial Study.

TASK 6: PROJECT MANAGEMENT

PCR's original scope of work included an allowance for this task as the actual needs and costs could not be accurately predicted at that time. This out-of-scope effort totaled approximately 30 hours of Project Manager and staff planner labor.

TASK 3: DRAFT EIR

BIOLOGICAL RESOURCES

Detailed scopes are provided below addressing the proposed survey of the additional project area and performance of a jurisdictional delineation in response to CDFG and Lahontan RWQCB NOP comments.

Conduct Biological Survey, Habitat Assessment, and Vegetation Mapping

PCR will perform a biological survey and habitat assessment of the added project site area to identify sensitive plant communities and/or the presence of habitats that could support sensitive, endangered, or threatened plant and wildlife species. A vegetation map of the added project site area will be prepared in the field with the use of a current aerial photograph and topographic map to determine the presence and extent of each plant community on-site. At the conclusion of the field mapping, the plant communities will be digitized using Geographic Information System (GIS) technology and the extent of each plant community will be calculated for use in the Biological Resources Section of the project EIR.

- This task does not include focused surveys for sensitive plant and wildlife species.

Conduct Jurisdictional Delineation

PCR biologists and regulatory/environmental scientists will perform a detailed analysis of any and all wetlands and "waters of the U.S."/"waters of the State" within the project site that would be subject to the jurisdiction of the U.S. Army Corps of Engineers (ACOE), RWQCB, and/or the CDFG.

The findings will include a map illustrating the location, extent, and acreage of all jurisdictional waters (including soil pit locations, if applicable); the field data sheets which will include information on soils, vegetation, and hydrology; a brief discussion of the relative quality of each stream or wetland; and an approximation of duration of surface flow (i.e., ephemeral, intermittent, or perennial).

- It should be noted that a jurisdictional delineation is considered valid for five years, once validated by the ACOE (typically through a site visit). It is

recommended, therefore, that a permit application be submitted within five years of ACOE validation. Once permits have been applied for and issued by the RWQCB, CDFG, and ACOE, the agencies generally allow for an extension of the permits to allow for phased or delayed project implementation.

These tasks will begin upon approval of this amendment and issuance of Notice to Proceed by the County, and will be completed within approximately two (2) weeks, excluding holidays and provided weather conditions are suitable. This scope assumes PCR has the appropriate electronic files (i.e., AutoCAD or shape files) for preparing survey and delineation maps. If Crystal Geyser has flown new aerial photos since the Scoping Meeting in late September, please provide those for PCR's use; otherwise, PCR will use the aerials already in its possession.

ARCHAEOLOGICAL RESOURCES

Phase I and Phase II assessments are required to be conducted as part of the environmental review process. PCR's eligibility determinations (and any resulting mitigation, if warranted) will require review and approval by the County as lead agency. If CBR-S-2 is found not to be eligible, no additional action is necessary beyond formally recording the resource, since impacts on a non-eligible resource are not considered a significant impact on the environment (construction monitoring would likely still be recommended, however).

If CBR-S-2 is determined eligible, and there are still areas of the resource that have data potential and that will be impacted by the project, then mitigation is required to reduce impacts to less than significant. Mitigation could include complete avoidance (of the entire resource or portions that directly contribute to its eligibility for listing), capping (covering resource with a layer of soil and building on top of it), planning open space that incorporates archaeological sites, or data recovery.

A Phase III Mitigation/Data Recovery Assessment is another common mitigation for impacts on archaeological sites that cannot be avoided, and involves excavation prior to construction of areas with the highest potential to provide useful research data. A Phase III Data Recovery Mitigation plan would also require review and approval by the County as lead agency and could be implemented after the environmental document has been certified, but prior to construction. It should be noted than an Extended Phase I or Phase II Assessment could function as Phase III Data Recovery Mitigation if all areas of the resource that contain data potential are extracted during the excavation of those preliminary assessments.

The Phase I, and, if warranted, Phase II and III assessments described above are necessary to determine whether the proposed project would cause a substantial adverse change in the

significance of an archaeological resource (such as CBR-S-2) pursuant to CEQA §15064.5 and are standard practice in the archaeological consulting industry. They will also limit the possibility of construction being halted for a more in-depth excavation in the area where CBR-S-2 is mapped in the event that artifacts are discovered at that time.

The scope for an Extended Phase I investigation is provided below.

Fieldwork – Shovel Test Probe Excavations

PCR will perform the excavation of a series of Shovel Test Probes (STPs) in the immediate vicinity of CBR-S-2.

- The testing program described above may be modified in the field based on preliminary field conditions and artifact yields.
- If an intact buried archaeological deposit or a concentration of cultural material is encountered during the testing effort, then a subsequent subsurface work program may be recommended in those specific areas to recover or evaluate those resources at an additional cost. It is not possible to determine whether a Phase II Evaluation Assessment is warranted, or to accurately scope that task, until the Extended Phase I Assessment is complete, since Phase II scope and cost are dependent on the findings of the Extended Phase I Assessment.

Laboratory Work - Artifact Processing and Cataloging *(if necessary)*

The artifacts will be collected and brought to PCR's archaeological laboratory in Irvine, California to be processed and cataloged.

- The proposed cost assumes the processing and cataloging of up to 100 artifacts. If no artifacts are recovered, then this task will not be undertaken. Crystal Geyser, in consultation with PCR and the County of Inyo, shall designate a proper archaeological repository that will serve to curate all of the collected material.

Update Cultural Resources Assessment Technical Report

PCR will update the CEQA-level Cultural Resources Assessment technical report with the methods and results of the excavation effort. PCR will provide excavation summary tables and detailed maps displaying the location of the STP units.

Team Coordination

PCR proposes an allowance for coordination between PCR archaeologists and the Applicant and project team, based on our experience with similarly scaled projects.

These tasks will begin upon approval of this amendment and will proceed concurrently, with completion anticipated within approximately three (3) weeks.

HISTORICAL RESOURCES

Through PCR's initial site visit and subsequent research, our architectural historians have become newly aware of the existence of potentially significant historical resources on the project site, including the stone "ruin" at the intersection of Cabin Bar Ranch Road and Highway 395, as well as a history of activities on and adjacent to the project site that may indicate the presence of related physical features on-site.

The following tasks are proposed to evaluate historical resources.

Fieldwork

PCR's Director of Historic Resources will conduct an intensive-level survey of the subject property to investigate the historic archeological features associated with Daneri's Landing, ranching operations, and past occupation.

Site-Specific History

PCR will conduct follow-up research to document prior land uses and early improvements on-site (e.g., stone ruin, Daneri's Landing, two pre-1907 building sites).

Update Historic Resources Assessment Report

PCR's Architectural historians will update the technical report with the additional land ownership history and site investigation results.

PCR

TASK 3: PREPARE DRAFT EIR

PCR's planning staff will coordinate with staff biologists, archaeologists, and historians regarding site visits, scope of analysis, and preparation of technical reports, and will summarize the findings of the respective investigations in the Draft EIR.

SCHEDULE

The schedule was last updated and transmitted on September 20, 2011, and projected County review of the 1st Draft EIR beginning on December 12, 2011 and public circulation beginning February 22, 2011. As discussed on the phone on December 5, 2011, because of delays in data collection and preparation of the hydrology analysis by Richard C. Slade & Associates, and the need to complete the investigations proposed in this amendment, it is anticipated that this schedule will slip between four and six weeks. PCR will strive to minimize this delay once we are authorized to proceed with these out-of-scope tasks.

Summary

The total cost for the amendment items identified above is $51,452. When added to our original contract amount of $188,370, the overall contract amount would increase to a new total of $239,822. Other than these changes to our scope of work, the terms and conditions in our original agreement and scope of services remain in full force and effect. Should you have any questions or require additional information please feel free to contact me at (626) 204-6170.

Sincerely,

PCR SERVICES CORPORATION

Anne Doehne

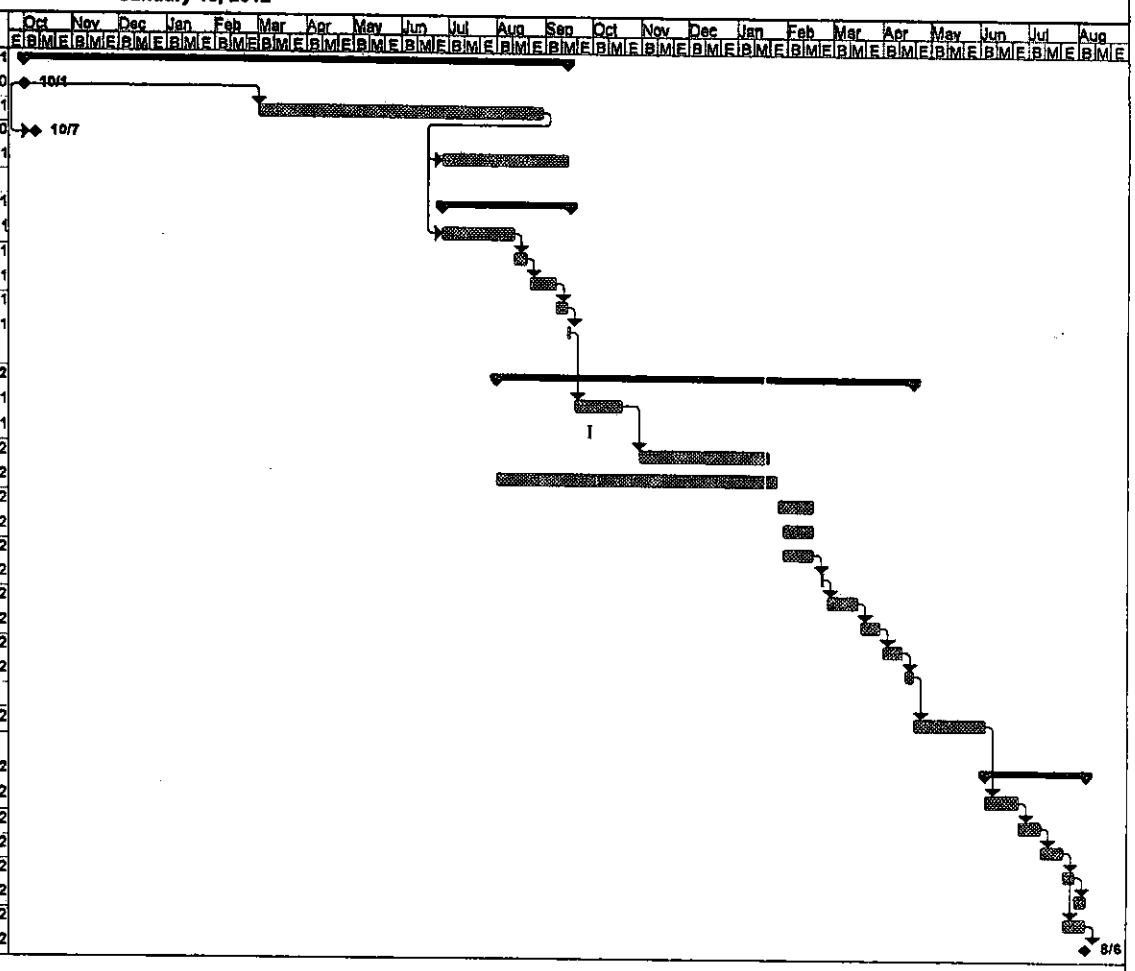
Anne Doehne
Associate Principal

ATTACHMENT #2 TO PCR CONTRACT AMENDMENT:

AMENDED ENVIRONMENTAL REVIEW SCHEDULE

Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Facility Project
Environmental Review Schedule
January 19, 2012

ID	Task Name	Duration	Start	Finish
1	**Project Start-Up**	249 days	Fri 10/1/10	Wed 9/14/11
2	Authorization To Proceed	0 days	Fri 10/1/10	Fri 10/1/10
3	Information to PCR	130 days	Tue 3/1/11	Mon 8/29/11
4	Initial Meeting	0 days	Thu 10/7/10	Thu 10/7/10
5	Project Description	58 days	Mon 6/27/11	Wed 9/14/11
6				
7	**Prepare NOP/Initial Study**	60 days	Mon 6/27/11	Fri 9/16/11
8	Draft NOP/Initial Study	34 days	Mon 6/27/11	Thu 8/11/11
9	1st County Review	6 days	Fri 8/12/11	Fri 8/19/11
10	2nd Draft	13 days	Mon 8/22/11	Wed 9/7/11
11	2nd County Review	5 days	Thu 9/8/11	Wed 9/14/11
12	Finalize and Distribute NOP/Initial Study	2 days	Thu 9/15/11	Fri 9/16/11
13				
14	**Prepare Draft EIR**	190 days	Mon 8/1/11	Fri 4/20/12
15	NOP Circulation Period	30 edays	Tue 9/20/11	Thu 10/20/11
16	Public Scoping Meeting	1 day	Thu 9/29/11	Thu 9/29/11
17	Prepare 1st Administrative Draft	60 days	Mon 10/31/11	Fri 1/20/12
18	Hydrology Tech Report	128 days	Mon 8/1/11	Wed 1/25/12
19	Biology Tech Report	16 days	Fri 1/27/12	Fri 2/17/12
20	Archaeology Tech Report	15 days	Mon 1/30/12	Fri 2/17/12
21	Historic Tech Report	15 days	Mon 1/30/12	Fri 2/17/12
22	Submit 1st Draft to County	1 day	Thu 2/23/12	Thu 2/23/12
23	County Review of 1st Draft	15 days	Mon 2/27/12	Fri 3/16/12
24	Prepare 2nd Administrative Draft	10 days	Mon 3/19/12	Fri 3/30/12
25	County Review 2nd Draft	10 days	Mon 4/2/12	Fri 4/13/12
26	Finalize and Distribute Draft EIR	5 days	Mon 4/16/12	Fri 4/20/12
27				
28	**Public Review of Draft EIR**	45 edays	Fri 4/20/12	Mon 6/4/12
29				
30	**Prepare Final EIR**	45 days	Tue 6/5/12	Mon 8/6/12
31	Prepare 1st Draft Response to Comments/	15 days	Tue 6/5/12	Mon 6/25/12
32	County Review of 1st Draft	10 days	Tue 6/26/12	Mon 7/9/12
33	Prepare 2nd Draft	10 days	Tue 7/10/12	Mon 7/23/12
34	County Review of 2nd Draft	5 days	Tue 7/24/12	Mon 7/30/12
35	Finalize Final EIR	5 days	Tue 7/31/12	Mon 8/6/12
36	Prepare Findings/Resolutions	10 days	Tue 7/24/12	Mon 8/6/12
37	**Distribute Final EIR/Findings**	0 days	Mon 8/6/12	Mon 8/6/12



Project: Crystal Geyser Roxane EIR Sc
Date: Thu 1/19/12

Task		External Tasks		Manual Task		Finish-only	
Split		External Milestone		Duration-only		Progress	
Milestone		Inactive Task		Manual Summary Rollup		Deadline	
Summary		Inactive Milestone		Manual Summary			
Project Summary		Inactive Summary		Start-only			

AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND C.G. ROXANE LLC FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and C.G. Roxane LLC (hereinafter referred to as Applicant) have entered into an Agreement for the provision of professional services dated February 22, 2011 on County of Inyo Standard Contract No. 165 for the term commencing March 1, 2011 and terminating as specified in Section 2 (Term) of the Agreement.

WHEREAS, the County and Applicant amended said Agreement on February 7, 2012, including to increase the deposit/payment to the County and augment the scope of work.

WHEREAS, County and Applicant do desire to consent to further 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 Applicant hereby amend such Agreement, Amendment Two, as follows:

Amend Section 3D (Limit Upon Amount Payable Under Agreement) to increase the deposit and total sum of the estimated cost of services and work to be performed under the Agreement to $508,507.

Amend Attachment A (Schedule/Budget/Work Plan) to include the additional services included in Attachment 1.

Attachment 2

AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND C.G. ROXANE LLC. FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

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

COUNTY	**APPLICANT**
By:_____	By: _____
Dated:_____	Dated: 1/11/2013

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

CONTENTS OF AMENDMENT NO. 2

On pages 2 through 8, under Charges Already Incurred for Out-of-Scope Work Performed to Date to Date, this Amendment No. 2 summarizes out-of-scope effort and costs associated with completion of the Draft EIR and Final EIR, project management undertaken to date, and hearing attendance to date. Out-of-scope work efforts are discussed in detail therein. **Note:** PCR will provide Crystal Geyser Roxane with detailed staff labor reports as backup for these charges the week of January 14th, 2013.

Starting on page 9, under the heading Future Tasks, this amendment summarizes costs requested for future work, including responses to the three appeals that have been filed since the December Planning Commission hearing, future project management, and February 2013 hearing attendance.

Finally, at the County's request, PCR has provided an Optional Task on page 10 summarizing estimated costs for preparation and attendance at two additional hearings, should that be necessary.

A summary of all costs is provided on page 11 of this amendment.

CHARGES ALREADY INCURRED FOR OUT-OF-SCOPE WORK PERFORMED TO DATE

TASK 3: DRAFT EIR

The following bullet items summarize out-of-scope work performed during completion of the Draft EIR.

- **Revised pumping scenario.** In April 2012, at the County's request, Crystal Geyser commissioned Geosyntec to model a short-term, high-production groundwater pumping scenario to simulate the effects of groundwater withdrawal during the summer months on static groundwater levels, on-site springs, and on-site and off-site wells. PCR reviewed the letter report summarizing Geosyntec's findings, coordinated with hydrogeologists with

Richard C. Slade & Associates (RCS & Associates), and incorporated the findings into the Draft EIR Hydrogeology section.

- **Revised site plan.** In May, Crystal Geyser provided the County and PCR with a new site plan that reflected a modified plant site footprint, in response to PCR's evaluation of project impacts on wetlands and non-wetland "waters of the US". Additionally, Crystal Geyser eliminated the solar array from the project and instead proposed a rooftop solar array as part of the plant complex. This necessitated two successive sets of revised site plans and acreage calculations, and required PCR to obtain and format the updated CAD and Shapefile data and re-calculate and re-evaluate impacts on vegetation communities and jurisdictional resources. Revisions were required to the Draft EIR Project Description and technical analysis, including Biological Resources, Cultural Resources (technical report and EIR section), Land Use, and Alternatives (which had already been drafted to assume an alternative that eliminated the solar array and moved the plant). All associated figures also required revision.

- **Focused surveys for sensitive plant and wildlife species.** PCR's original 2010 proposal scope of work did not contemplate focused surveys; our subsequent January 2012 amendment proposed habitat assessment and vegetation mapping for the 11-acre increase in the project area, but likewise did not propose focused surveys since none were originally scoped or requested by resource agencies in NOP comments. However, in spring 2012, Crystal Geyser asked PCR to consult on the need for focused sensitive plant and wildlife surveys as part of Draft EIR analysis, to expedite environmental review and permitting, and allow project construction to commence in or before spring 2013. PCR participated in several teleconferences to discuss this issue, and prepared a proposal for surveys and the preparation of biological and jurisdictional resource permit application preparation and agency consultation. Crystal Geyser subsequently elected to retain RCI to conduct and document focused surveys in May 2012 surveys. Report findings were not provided to PCR in time for inclusion in the Draft EIR, which therefore recommended future focused surveys as mitigation. This effort necessitated coordination between PCR, the project team, and County Planning; PCR's preparation of a survey proposal; and technical analysis by PCR biologists.

- **Revision of Hydrogeology technical report and section in response to team comments.** PCR consulted extensively with the project groundwater geologist over revision of the *Hydrogeologic Evaluation,* and revised the Draft EIR Hydrogeology section in response to

comments from County Planning as well review comments provided by Jeff Zukin of Geosyntec. Although a key EIR topic, the level of effort for two rounds of review and revision of the Hydrogeology section ultimately undertaken greatly exceeded that anticipated in PCR's original proposal.

- **New RWMAMP mitigation measure.** In response to County Planning concerns about the potential for project impacts on spring flow and associated wetland and riparian vegetation, PCR developed and refined, per team comments, the Riparian and Wetland Monitoring and Adaptive Management Program mitigation measure, to require long-term monitoring and establish triggers for mitigation implementation based on the health of vegetation.

- **Schedule Extension.** The original project schedule was envisioned to be nine months in duration, beginning with data collection and development of the NOP and Initial Study. Approximately 17 months have elapsed since those tasks were begun, and at this time project completion is anticipated for January or February 2013 with the final project hearing. The protracted schedule, caused in part by project changes, the complexity of some of the analysis, and the need to obtain and reconcile data from multiple sources, increased costs.

In summary, the above tasks necessitated out of scope hours as summarized below:

- **Completion of 1st Screencheck Draft EIR.** Because of the above out of scope tasks, a total of 692 hours, or $86,434, was originally budget for completion of the 1st Screencheck, with added funds from the January 2012 amendment, which expanded the scope of the biological and cultural resources technical investigations and technical analysis. Out-of-scope effort to complete the 1st Screencheck ultimately required an additional 29 hours of the Project Manager's time, 69 hours of Principal Planner staff time, 2 hours of Senior Acoustic Engineer staff time, and 5 hours of Senior Biologist staff time.

- **Response to team comments, 2nd Screencheck/finalization/distribution of Draft EIR.** A total of 68 staff hours, or $9,536, was budgeted in PCR's original proposal for the 2nd Screencheck, Final Draft, and Draft EIR distribution. Out-of-scope effort for these three tasks ultimately required an additional 33 hours of Project Manager time, 59 hours of Principal and Senior Planner staff time, 10 hours of Principal Biologist staff time, 24 hours of Senior Biologist staff time, 11 hours of graphics support, and 18 hours of publications support.

Cost for 1st Screencheck Draft EIR: $16,100

Cost for 2nd Screencheck/Final Draft EIR, Distribution: $21,000

TASK 4: FINAL EIR

- **Responses to Comments.** PCR's original scope of work contained an allowance of $10,953 for preparation of the Final EIR and Findings of Fact/Statement of Overriding Considerations. This assumed a modest number of comment letters and individual comments on the Draft EIR, and one round of team comments followed by the preparation of the public Final EIR. The County ultimately received a total of 25 comment letters totaling approximately 200 comments. A number of substantive comments were received from public agencies as well as from advocacy organizations, Native American tribes, the Cartago Mutual Water Company and its consultant, and the Elton family and other private individuals.

  The response to comment effort was considerably greater than originally anticipated and required coordination between PCR and RCS & Associates (groundwater geology subconsultant), LSC (traffic engineer subconsultant), Crystal Geyser, and the County, including Planning, the Water Department, and County Counsel. Two detailed topical responses required preparation in addition to individual responses. PCR heavily revised the Hydrogeology topical response and responses to comments upon receipt from the subconsultant, and, instead of a single set of team review comments on responses, PCR reconciled comments from Crystal Geyser, Geosyntec, Rick Moore, Tom Platz of Triad Homes, County Planning, the Water Department, and County Counsel. The Final EIR effort, originally anticipated to take approximately 1.5 months, ultimately took from mid-September (when the first comment letters were received) through early December, with an intensive effort in mid- through late November and early December to reconcile the changes to the Hydrogeology and Biology responses to comments and mitigation measures.

  In all, more than 161 staff hours over the original proposal allowance of 70 hours for Final EIR preparation were expended to respond to comments, conduct and evaluate new analysis of impacts on biological resources and jurisdictional resources, prepare revisions and corrections to the Draft EIR including drafting new mitigation measures, address team comments, complete a quality control/consistency review, and produce and

distribute the Final EIR. Out-of-scope effort to complete the Final EIR required 93 hours of Project Manager time, 21 hours of Principal Planner staff time, 7 hours of Air Quality/Noise Director staff time, 12.5 hours of Senior Air Quality Scientist staff time, 3.5 hours of Historic Resources Director division time, 3.5 hours of Senior Archaeologist staff time, 16 hours of Senior Planner staff time, 1 hour of Biological Resources Director staff time, 22.75 hours of Senior GIS Specialist staff time, 1 hour of graphics support, and 22 hours of publications support. Other specific out-of-scope efforts undertaken for Final EIR preparation are summarized below.

- **Driveway realignment and water supply pipeline alignments, additional jurisdictional delineation, and associated revisions to the Final EIR.** In response to public comment on the Draft EIR, during Final EIR preparation Crystal Geyser defined and mapped the proposed water supply pipeline alignment between the three production wells, the domestic water well, and the proposed plant site. These had not been previously defined or provided to PCR and necessitated additional technical analysis. Additionally Crystal Geyser undertook consultation with the U.S. Fish & Wildlife Service (USFWS) and California Department of Fish and Game (CDFG) during and following Draft EIR circulation, and in response to agency requests to minimize impacts on the riparian community and trees, substantially realigned the proposed driveway between US 395 and the project site. Subsequently, in late November 2012, Crystal Geyser discarded this alignment and developed a third driveway alignment that crossed Cartago Creek in a new location.

  Crystal Geyser retained Garcia & Associates (GANDA) to perform a second jurisdictional delineation on the project site to determine impacts on jurisdictional resources associated with the first driveway realignment and the water supply pipelines between the wells and the plant site. PCR's Project Manager and cartographers, biologists, regulatory permitting specialists, and planners obtained, formatted, and evaluated new CAD files and Shapefile data, qualitatively evaluated driveway alignment impacts on jurisdictional resources (for both realignments), evaluated GANDA's jurisdictional delineation report findings, and consulted with GANDA over revisions to the report. PCR also coordinated extensively with Crystal Geyser over GANDA's jurisdiction delineation.

  Based on the findings of GANDA's jurisdictional delineation report findings and our internal assessment of driveway re-alignment impacts, PCR revised the Final EIR

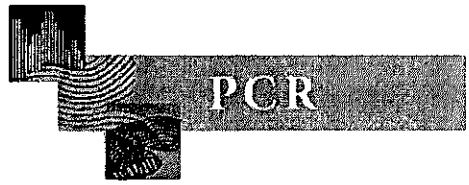
Responses to Comments and affected portions of the Draft EIR, through incorporation into Final EIR Section 3.0, Corrections and Additions to the Draft EIR, of the necessary text and figure changes for the Draft EIR Project Description, Biological Resources section, and other sections.

- **Consultation re: additional focused surveys and Revisions to Final EIR.** In response to public comments on the Draft EIR, including those provided by USFWS and CDGF, and in order to ensure the Final EIR contained discussion of surveys conducted in the fall season. Crystal Geyser retained GANDA to conduct focused surveys for sensitive species surveys on the project site in October 2012. PCR coordinated with Crystal Geyser over GANDA's surveys and provided a scope of work for that survey, reviewed and consulted with GANDA about the report findings, revised the Final EIR Responses to Comments, and extensively revised the Draft EIR Biological Resources section's existing conditions discussion, impact determinations, and mitigation measures in Section 3.0, Corrections and Additions to the Draft EIR, to reflect GANDA's survey report findings and agency comments on the Draft EIR. PCR also reviewed Resource Concepts Inc.'s May 2012 survey report and incorporated findings into the Final EIR.

- **Revision of Hydrogeology mitigation measures.** In response to public comments on the Draft EIR, particularly those that expressed concern about project-related groundwater withdrawal impacts on off-site wells, and at the recommendation of the County's Water Department and County Counsel, the Draft EIR mitigation measures for Hydrogeology impacts required substantive revision. PCR and RCS & Associates consulted at length with Crystal Geyser and Geosyntec, Inyo County Planning and Water Departments, and County Counsel to revise the mitigation measures for consistency with other County documents and to address the unique circumstances of the proposed project.

- **Revision of Biological Resources RWMAMP mitigation measure.** Based on revision of the Hydrogeology mitigation measures and in response to public comments on the Draft EIR concerning groundwater withdrawal impacts on spring flows and wetland and riparian vegetation, PCR revised the Riparian and Wetland Monitoring and Adaptive Management Program mitigation measure.

Cost for Final EIR: $30,000



TASK 5: MANAGEMENT & COORDINATION, MEETINGS AND HEARINGS

PCR's original proposal included a $5,850 allowance for meetings/hearings (up to six) (Task 5a) and a $5,134 allowance (45 hours) for project management (Task 5b), since the actual needs and costs could not be accurately predicted. Those allowances assumed a nine-month project duration, whereas the project duration has been approximately 19 months to date, and the funds have been depleted and exceeded by ongoing project management. The January 2012 amendment requested an additional $4,500 to recoup project management costs expended as of that date. Since that time, additional management has been necessary to ensure coordination with Crystal Geyser, particularly during Final EIR preparation, as well as the County and subconsultants, particularly RCS & Associates.

This amendment therefore requests Task 5a funds for preparation for and attendance at the December 2012 hearing (11 hours for the Project Manager and 18 hours for the Principal Biologist), and funds for out-of-scope Task 5b charges already incurred, including 36 hours of Project Manager time and 13 hours of Senior Planner staff time.

Cost for Task 5a, December 2012 Hearing Attendance and Support: $ 4,374

Cost for Task 5b, Management & Coordination: $ 7,535

Total: $11,909

TASK 6: TECHNICAL STUDIES: SUBCONSULTANTS

RCS & Associates' original groundwater geology proposal scope of work did not include attendance at hearings. This amendment includes an allowance for preparation for and attendance at the December hearing, assuming 10 hours for the Senior Groundwater Geologist at $182/hour, plus $188 for expenses.

Cost for RCS & Associates December 2012 Hearing Attendance and Support: $ 2,209
(includes 10% PCR markup)

LSC Transportation Consultants, Inc. has exceeded their original proposal scope of work and budget due to the need for review of the Draft EIR Transportation section, the extent of County

comments and public comments received on the traffic study and Draft EIR Transportation section, and additional analysis required by Caltrans in their comments on the Draft EIR. Specifically, out-of-scope effort required by LSC included two rounds of review and comment on the draft EIR chapter prepared by PCR; addressing County comments on the Draft EIR, which included a request for an updated list of future cumulative projects that required review by LSC; and responding to Caltrans comments on the Draft EIR, which included updated site plans for the Caltrans 4-Lane Project. These tasks required 4.5 additional hours of Associate Engineer time and 15 additional hours of Engineer time.

Cost for LSC Transportation Consultants, Inc.: $2,030
(includes 10% PCR markup)

FUTURE TASKS

NEW TASK: RESPONSES TO APPEALS

At the County's request, PCR has estimated the costs of preparing responses to the three appeals filed regarding the project from Taber Consultants (on behalf of the Cartago Mutual Water Company), the Elton Family, and the Sierra Club (Owens Valley Committee). These costs include 8 hours of Project Manager time, 40 hours of Principal Biologist time, and 12 hours of Biological Resources Division Director time, as well as costs for RCS & Associates, as summarized below. It is assumed that PCR and RCS & Associates responses will rely heavily on responses to comments already prepared for the Final EIR, but that coordination with Crystal Geyser, County Planning and Water departments, and possibly the Sierra Club will be necessary.

Cost for PCR Responses to Appeals: $ 8,460

Cost for RCS & Associates Responses to Appeals: $ 5,933
(includes 10% PCR markup)

Total: $ 14,393

TASK 5: MANAGEMENT & COORDINATION, MEETINGS AND HEARINGS

Funds are requested for PCR attendance at one future hearing in February 2013 and project management for January 1, 2013 through project approval. This assumes 11 hours for the Project

Manager and 18 hours for the Principal Biologist for hearing attendance under Task 5a, and 12 hours of Project Manager time and 4 hours of Principal Biologist time under Task 5b.

Cost for Task 5a, February 2013 Hearing Attendance and Support: $4,374

Cost for Task 5b, Management & Coordination: $ 2,520

Total: $11,909

TASK 6: TECHNICAL STUDIES: SUBCONSULTANTS

As previously stated, RCS & Associate's original groundwater geology proposal scope of work did not include attendance at hearings. This amendment includes an allowance for preparation for and attendance at the February Board of Supervisors hearing, assuming 10 hours for the Senior Groundwater Geologist at $182/hour, plus $188 for expenses.

Cost for RCS & Associates February 2013 Hearing Attendance and Support: $2,209

(includes 10% PCR markup)

OPTIONAL TASK: ADDITIONAL HEARINGS (ONLY IF REQUIRED BY THE COUNTY)

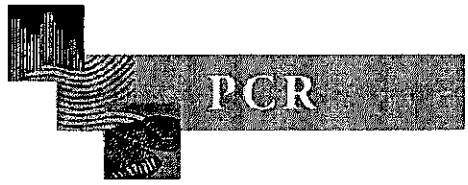
This optional task includes an allowance for preparation for and attendance at two additional hearings if needed per the County, assuming 18 hours apiece for the Project Manager and Principal Biologist. Any additional hearing or meeting attendance or further support would be billed at the hourly rates indicated on PCR's attached fee schedule.

This optional task also includes an allowance for preparation for and attendance at two additional hearings if needed per the County, assuming 20 hours for RCS & Associates' Senior Groundwater Geologist at $182/hour, plus $375 for expenses. Any additional hearing or meeting attendance or further support would be billed at the hourly rates indicated on RCS & Associates' attached Schedule of Charges and Conditions.

Cost for PCR Hearing Attendance and Support: $5,508

Cost for RCS & Associates Hearing Attendance and Support: $4,417

(includes 10% PCR markup)



SUMMARY

The costs for PCR and subconsultant out-of-scope work, future tasks, and optional tasks discussed in this amendment are summarized below.

Charges Already Incurred for Out-of-Scope Work Performed to Date	
Task 3: Prepare Draft EIR	$ 16,100
Finalize Draft for Circulation	$ 21,000
Task 4: Prepare and Distribute Final EIR	$ 30,000
Task 5a: Meetings and Hearings	$ 4,374
Task 5b: Project Management & Coordination	$ 7,535
Task 6: RCS & Associates	$ 2,209
LSC Transportation Consultants Inc.	$ 2,030
Subtotal	**$ 83,248**
Future Tasks	
Responses to Appeals	$14,393
Task 5a: February 2013 Hearing Attendance	$ 4,374
Task 5b: Project Management & Coordination	$ 2,520
Task 6: RCS & Associates Hearing Attendance	$ 2,209
Subtotal	**$ 23,496**
Optional Task	
PCR Attendance at 2 Additional Hearings	$ 5,508
RCS & Associates Attendance at 2 Additional Hearings	$ 4,417
Subtotal	**$ 9,925**
Grand Total *without* Optional Task	**$106,744**
Grand Total *with* Optional Task	**$116,669**

When the funds for work already performed plus required future tasks are added to our current contract amount of **$239,822**, the overall contract amount would increase to a new total of **$346,566**; the addition of funds for the optional task would increase the contract total to **$356,491**.

AGREEMENT BETWEEN COUNTY OF INYO AND
C.G. Roxane LLC
FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

INTRODUCTION

WHEREAS, C.G. Roxane LLC of Weed, CA (hereinafter referred to as "Applicant") has the need for the Environmental Review and Processing services of the County of Inyo (hereinafter referred to as "County"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The County shall provide to Applicant, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the County under this Agreement will be performed by County employees or other County contractors hired by County ("County Contractors") in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

When County performs work or services under this Agreement, County may have such work or services performed either by its own employees, or upon approval of the Applicant, by one or more County Contractors. County has the right in its sole discretion to determine which employee(s) are qualified and capable, and to determine which employee(s) of those which are deemed qualified and capable, are to actually perform the work and services under this Agreement. Applicant has no right to designate, or require the work or services to be performed by, a particular County Department, class of County employees, or particular employee(s). Further, County need not obtain Applicant's approval prior to or after incurring any travel and/or per diem, or overtime expenses in performing work or services under this Agreement.

This Agreement is for the provision of environmental review and processing services only. Applicant is aware and agrees that, by entering into this Agreement, County makes no representation, promise, commitment, or agreement to Applicant or any other person that it will approve the development Project described below and concerning which said review and processing services will be rendered; further, this Agreement shall not be construed as creating any such representation, promise, commitment, or agreement.

2. TERM.

The term of this Agreement shall commence on March 1, 2011. This Agreement shall terminate on one of the following dates, whichever is appropriate under the then existing circumstances: (1) if proposed Project is approved (or disapproved) by the County, this Agreement shall terminate on the 60th day following the filing of a "Notice of Determination" (if applicable) pursuant to CEQA; (2) if during the 60th day period following the filing of a Notice of Determination, County becomes a party to any litigation arising out of the approval of the permit, contractors, completion of conditions of approval, mitigation, monitoring or reporting program or out of the associated CEQA process, the term of this Agreement shall be extended until such time as the litigation is finally concluded; however, nothing in this Agreement shall be construed as extending any applicable statute of limitations; (3) if no "Notice of Determination" is filed pursuant to CEQA this Agreement shall terminate 180 days from the date of decision to approve or deny the Project or from the date a Project is undertaken without a formal decision; and (4) this Agreement may be sooner cancelled or terminated as provided below.

3. COUNTY COSTS, CONTRACTOR COSTS AND CONSIDERATION.

A. Obligation for Payment of County Costs.

(1) Employee Hourly Rates/Special Commission Meeting Costs. A non-exclusive list of hourly rate costs (non-overtime), with fringe benefits, for County personnel who may provide work and services under this Agreement, and the cost of special meetings of the planning commission are set forth on Attachment B. County will update this list as necessary so that it reflects any future changes in an employee's hourly rate and to add any employees not listed who will perform work or services under this Agreement. The total hourly rate cost for a County employee shall be the product of the number of hours (rounded up or down to the nearest 1/2 of an hour) which are worked by a County employee multiplied by the employee's hourly rate cost. Costs of fringe benefits shall be the number of hours that a County employee works (including overtime if applicable as set forth below), multiplied by the employee's hourly rate of pay, multiplied by forty percent (0.40).

(2) Overtime. Where the circumstances of the services and work requested by Applicant under this Agreement require a County employee to work in excess of eight (8) hours per day or 40 hours per week (in the case of an 8 hour per day employee), or 7 hours per day or 35 hours per week (in the case of a seven hour per day employee), and County is obligated by law or contract to compensate the employee for such work at a rate of one and one half (1½) times their hourly rate of pay (hereinafter referred to as "overtime"), the hourly rate of pay for such overtime hours worked under this Agreement will be one and one half (1½) times the employee's hourly rate of pay as set forth on Attachment B.

(3) Travel Costs. Travel and per diem costs shall be the actual costs incurred by the County when an employee travels and/or incurs per diem expenses in performing work under this Agreement. Actual costs to the County will be determined by the County policy then in effect that establishes travel and per diem reimbursement rates for County employees.

(4) Special Costs. Special costs are those costs incurred by the County that have been approved in advance in writing by Applicant for the purchase of particular specialized equipment, supplies, tools and materials used by County in performing work or services under this Agreement.

(5) Amount of Payment for Services and Work Performed by County. In accordance with Inyo County Code Paragraph 15.08.020, Applicant shall pay all the County costs for all services and work performed by County employee(s) under this Agreement. The County's costs for these services and work shall be the sum of the following: (1) the total hourly rate costs (including overtime, if any) of the employees who performed the work or services, the cost of any special Water Commission or Planning Commission meetings conducted pursuant to this Agreement, and the costs of employees' fringe benefits as set forth in Attachment B, (2) special costs incurred by the County, (3) the costs of any travel incurred by employees while performing any work or services under this Agreement, and (4) the sum of the total hourly rate, fringe benefits, travel, and special costs, multiplied by 20% (this additional 20% is in lieu of the overhead factor determined by reference to the A-87 Countywide Cost Plan as approved by the California State Controller's Office).

B. Amount of Payment for Services and Work Performed by Contractors. Applicant shall pay all of the County's costs for any Contractor retained by the County to perform services or work under this Agreement. The County's costs for these services and work shall be the actual cost to the County for the services and work plus an additional 20%. (The additional 20% is in lieu of the overhead factor determined by reference to the A-87 Countywide Cost Plan as approved by the California State Controller's Office).

C. Project Fund. County shall establish a Project fund (hereinafter referred to as "Project Fund") to administer all funds provided by Applicant to County pursuant to this Agreement. All costs incurred by County that arise from this Agreement will be paid from the Project Fund. Any money deposited in the Project Fund shall be used for no purpose other than the payment of these costs; however, within sixty days following the termination of this Agreement, and after payment has been made of all outstanding costs incurred by the County, any funds remaining in the Project Fund will be returned to Applicant. Applicant shall be entitled to all interest earned on funds deposited and held in the Project Fund. The Inyo County Administrator, or his designee, shall be responsible for insuring that all payments from Project Fund are made in the appropriate time and manner.

D. Deposit/Payments to County and Contractors. Prior to the effective date of this Agreement, Applicant shall deposit with the County a total sum of $ 273,137.00 to pay the estimated cost of services and work to be performed pursuant to this Agreement outlined in Attachment A. (This amount shall be based on the work plan and budget described in Paragraph 4 below.) County shall immediately deposit the funds into the Project Fund. Thereafter, between the first (1st) and fifteenth (15th) day of each succeeding month, County shall transfer to itself from the Project Fund an amount equal to any costs (plus overhead) incurred by the County from the first day of the preceding month through and including the last day of the preceding month for work or services performed by the County, for special costs incurred by the County, and for the costs of Applicants retained by the County pursuant to Inyo County Code Paragraph 15.48.090.

E. Statements. County shall submit to Applicant an itemized statement of the costs of all services and work performed by the County, any special costs incurred by the County, and the costs of any Contractor retained by the County. The statement shall cover the period from the first (1st) day of the preceding month through and including the last day of the month. The statement will be submitted to Applicant by the fifteenth (15th) day of each month. This statement will identify the date on which the services and work were performed, describe the nature of the services and work, itemize any travel or special costs incurred by County during the period, and provide copies of all Contractor's invoices paid by the County during the period.

F. Revision to Cost Estimate/Additional Funds. Concurrent with sending the itemized statement of costs every 30 days, the County shall advise the Applicant of any potential revision in the Project cost estimate and/or the need for additional funds. Within fifteen (15) days from the date a revised cost statement is mailed (date of postage), the Applicant shall advise the County in writing by sending notice as provided in Paragraph 17 of this Agreement whether the Project is to proceed, whether the Applicant intends to withdraw the application, or whether the Applicant will appeal the amount of the County's revision in the Project cost estimate. If such advice is not forthcoming in the fifteenth (15th) day time limit, the application shall be deemed withdrawn and all work on the Project will immediately terminate. Payment for any outstanding costs shall be taken from the Project Fund to the satisfaction of the County and contractors. If the Applicant advises the County to proceed, but the Project Fund is depleted to an amount equal to or less than 10% of the total estimated budget amount above, and it appears the Project Fund will become depleted before the work to be performed pursuant to this Agreement can be completed, the application shall be deemed withdrawn unless the parties execute an appropriate amendment to this Agreement.

G. Federal and State Taxes. Applicant will not withhold any federal or state income taxes or social security from any payments made by Applicant to County pursuant to this Agreement.

4. WORK PLAN AND SCHEDULE.

Prior to the execution of this Agreement, County and Applicant shall establish a mutually acceptable master time schedule, budget, and work plan for the performance of the work described in this

Agreement (Attachment A). The schedule shall provide for the completion of all work within the time requirements of all applicable laws while providing sufficient time for review of work products by other agencies. The budget shall include an estimate of the costs to be incurred and/or benchmarks for payments due to the County for performing the work required by this Agreement. A goal of the work plan will be to avoid duplication of effort by the involved County departments and by any contractors. Applicant understands that the performance of the work within the time limits of the schedule will require mutual cooperation and coordination between County and Applicant.

5. **ADDITIONAL PROCEDURES AND OBLIGATIONS.**

A. The procedures that will be followed in preparing and processing the environmental document(s) necessary for completing the work plan on the proposed Project are set forth on Attachment A1.

B. The Inyo County Administrator at his/her discretion may establish a Project working group composed of the County Administrator, the Inyo County Counsel, the Director of the Planning Department, and such other County personnel as are deemed necessary. The working group will meet monthly, or more frequently if necessary, to provide internal staff communication and coordination in regard to the County's work on the proposed Project.

C. Representatives of the County shall attend regular meetings with the Applicant with federal, state, regional, and local agencies, with concerned groups, and attend other meetings as necessary, for the purpose of providing information concerning the proposed Project and work plan and receiving comments on the proposed Project and related environmental documents. County will notify Applicant of any meetings that are scheduled in regard to the Project. County will immediately notify Applicant of any matter raised by a federal, state, regional, or local agency that may require significant changes to the application, or that may result in County incurring significant additional costs pursuant to this Agreement.

D. County shall make the final determination as to the accuracy, inclusion, deletion, or revision of any material, (including all issues, data, analyses, and conclusions) relating to the environmental document.

E. Any determination by the planning commission or the Board of Supervisors as to whether the proposed Project will be approved shall be based upon the whole of the record including the environmental document, recommendations the county departments, testimony from public hearings, and all relevant written evidence submitted on the Project.

F. If the County intends to enter into contracts with independent contractors, the planning department will:

(1) Prepare and circulate a request for qualifications to appropriate Contractors for the preparation of the environmental document.

(2) Select a Contractor to assist the planning department as set forth in Chapter 15.48 of the Inyo County Code, and consistent with the Inyo County Purchasing and Contracting Policy and Procedures Manual.

(3) Manage the preparation of the environmental document, which will include all evaluations required to be performed pursuant to the California Environmental Quality Act, and Title 15 of the Inyo County Code. The preparation of the environmental document will proceed according to the work plan described in Paragraph 4 and Attachment A. The work plan will include provisions for the analysis of the direct, indirect and cumulative effects mitigation and Project alternatives of the proposed Project.

(4) The planning department will prepare all necessary documents and notices for planning commission and board of supervisors use in rendering decisions on the environmental document for the proposed Project.

(5) The planning commission shall serve as the Environmental Review Board of the County with the responsibility for the County's compliance with CEQA and for certification of the adequacy of the environmental document for the proposed Project.

(6) The planning department will perform additional services in regard to the proposed Project as may be requested by the Inyo County Planning Commission or the Inyo County Board of Supervisors.

6. **STATUS OF PARTIES.**

All acts of County, its agents, its contractors, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Contractors, and not as agents, officers, or employees of Applicant. Applicant has no authority to bind or incur any obligation on behalf of County. County has no authority or responsibility to exercise any rights or power vested in the Applicant. No agent, officer, or employee of the County is to be considered an employee of Applicant. This Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture between County and Applicant. County shall determine the method, details, and means of performing the work and services to be provided by County under this Agreement. County shall be responsible to Applicant only for the responsibilities and work specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to control with respect to the physical action or activities of Applicant in fulfillment of this Agreement. Applicant, its agents, officers, and employees are not, and at all times during the term of this Agreement shall not, represent or conduct themselves as employees of County.

7. **WARRANTY OF ELIGIBILITY.**

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

8. **DEFENSE AND INDEMNIFICATION.**

A. Applicant shall defend, indemnify, and hold harmless County, its agents, officers, and employees, but not its independent Contractors, from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this Agreement by Applicant. Applicant's obligations 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. Applicant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused, or alleged to be caused, in whole or in part by any act or omission of Applicant, its agents, employees, suppliers, consultants, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

B. Applicant shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the County's acts or omissions with regard to its compliance with CEQA, with regard to the preparation and

processing of the environmental document and with regard to the decision based thereon concerning the Project. Specifically, Applicant's obligation to defend, indemnify, and hold the County harmless specifically extends to any suit or challenge by any party to this Agreement, or any third party, against the County which contests the legality or adequacy of the environmental document or the County's compliance with the requirements of CEQA. The County will have and maintain sole discretion to determine how to respond, defend, or settle any such suit or challenge. Should Applicant fail to defend, indemnify, and hold harmless County, County may discontinue the defense of any such litigation. Nothing in this Agreement shall be construed to waive or diminish either Party's right, or the right of a non-Party, to challenge any decision, or defend any challenge, arising out of the CEQA process.

(1) Applicant's obligations to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph shall include, but not be limited to:

a. the costs of any judgments or awards against the County for damages, losses, litigation costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of the environmental document and/or County's compliance with CEQA or other laws;

b. the costs of any settlement representing damages, litigation costs, and attorney's fees to be paid to other parties arising out of a suit or challenge contesting the adequacy of the environmental document and/or the County's compliance with CEQA or other laws.

(2) As to any judgments, awards or settlement costs described in a and/or b above, County will proceed in good faith and with reasonable diligence to achieve a settlement or other disposition of the same which will minimize, to the extent reasonably practicable, Applicant's costs of defense and indemnification of County under this Agreement. County will consult with Applicant and give due consideration to Applicant's views prior to any such settlement of final disposition.

C. Applicant's obligations to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph are not limited to, or restricted by, any policy of insurance or contract limit.

D. Except as provided in paragraphs A and B, and to the extent permitted by law, County shall defend, indemnify, and hold harmless Applicant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful or intentional acts of County, its officers, or employees. County does not by this Agreement waive any claim-filing requirement established by the California Government Code.

9. CANCELLATION/WITHDRAWAL OF APPLICATION/SURRENDER OF PERMITS APPROVALS.

A. This Agreement may be cancelled by Applicant without cause and at will for any reason by giving to County thirty (30) days written notice of such intent to cancel. Cancellation of this Agreement shall be effective on the fifth business day following receipt of a written cancellation notice by County. Cancellation of this Agreement by Applicant shall act as a withdrawal by Applicant of the Project application effective on the date of the cancellation.

B. Upon receipt of notice of a cancellation, or upon the effective date of a termination by default, County shall terminate all contracts with Contractors and make final payment from the Project Fund to such Contractors. County also shall make final payment to itself for any other unpaid costs incurred by the County in providing services or work under this Agreement. Within sixty (60) days of the

cancellation or termination, County shall pay to Applicant any funds remaining in the Project Fund after the County has paid all Contractors, all costs incurred for work or services performed by County employees, and all special costs.

C. A cancellation of this Agreement, or a termination of this Agreement by default as set forth in Paragraph 11 below, shall not terminate Applicant's or the County's obligations to defend, indemnify, and hold harmless under the provisions of Paragraph 8 of this Agreement.

10. ASSIGNMENT.

Applicant may not assign its rights or delegate its duties or any part thereof under this Agreement.

11. DEFAULT.

A. If Applicant fails to make any deposit specified in Paragraphs 3.D, 3.F, 4, or (Attachment A), in order to pay County for the work and services performed by County, County may declare default, and notify Applicant in writing of the facts constituting such default. Within thirty (30) days of service of such notification of default, Applicant may cure the default by making such deposit. Service of a notice of default on the defaulting party and allowance of the thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If Applicant fails to make the deposit within the 30-day period, County may, at its election, terminate this Agreement by written notice thereof to the Applicant. A notice of termination shall act as a withdrawal by Applicant of its application for a conditional use permit effective on the date of the default.

B. Except for a failure to make a required payment as set forth in paragraph "A" above, if either Party should fail to comply with the other terms and conditions of this Agreement, the other party may declare default and notify the "defaulting" party in writing of the facts constituting such default. Upon making such written notification, the defaulting party will have thirty (30) calendar days to cure such default. A party shall be deemed to cure the default if within the time period set forth herein, the defaulting party begins and thereafter diligently continues to completion curing such default. Service of a notice of default on the defaulting party and allowance of the thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If any default is not cured or deemed cured hereunder, the non-defaulting party, at its election, may terminate this Agreement by written notice thereof to the defaulting party. A notice of termination shall act as a withdrawal by Applicant of the Project application effective on the date of the default.

12. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 16 below.

13. CONFIDENTIALITY.

Parties agree to comply with all provisions of federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible in the course of performance under this Agreement, as privileged, restricted, or confidential.

14. **SEVERABILITY.**

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

15. **ATTORNEY'S FEES.**

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

16. **AMENDMENT.**

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

17. **NOTICE.**

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

County of Inyo

PLANNING DEPARTMENT
P.O. Drawer L
168 North Edwards
Independence, California 93526

Applicant:
C.G. Roxane LLC — Name
1400 Marys Drive — Street
Weed, CA 96094 — City and State
Attn: Rick Moore

17. **ENTIRE AGREEMENT.**

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

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AGREEMENT BETWEEN COUNTY OF INYO AND
C.G. Roxane LLC
FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS 22nd DAY OF February, 2011.

COUNTY OF INYO

By: Susan Cash

Dated: 2/22/11

APPLICANT

By: Rick Moore
Signature

RICK MOORE
Type or Print Name

Dated: 1/24/2011

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND
C. G. Roxane LLC

FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES

SCHEDULE / BUDGET/ AND WORK PLAN

ATTACHMENT A1

AGREEMENT BETWEEN COUNTY OF INYO AND
C.G. Roxane LLC

FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

THE FOLLOWING PROCEDURES WILL BE FOLLOWED FOR PREPARING AND PROCESSING THE ENVIRONMENTAL DOCUMENT IF CHECKED

☒ 1. The County shall consult other agencies with potential involvement in the Project and shall designate such "responsible agencies" as under the California Environmental Quality Act (CEQA) are appropriate and necessary.

☒ 2. County shall use its best efforts to coordinate the requirements of any responsible agencies that may be designated and to insure that the needs of all agencies under CEQA are met with a minimum of duplication of activities among the agencies affected.

☒ 3. Any references herein to Contractor, Contractors, or Contractor(s), a CEQA Contractor shall apply only if County chooses to retain a Contractor(s) pursuant to this Agreement. Any Contractor retained by the County to assist in the preparation of the environmental document (hereinafter referred to as the "CEQA Contractor") shall be required to prepare and issue a Notice of Preparation, if it is determined that an EIR is required, which shall not be issued without advance review and approval by the County. The County, with assistance from the Contractor, will develop a final schedule outlining the Project milestones in the CEQA process applicable to Applicant's Project.

☒ 4. Scoping will be done to determine the areas of public and agency concern pertaining to the proposed Project.

☒ 5. Within 30 days of completion of scoping, after consultation with Applicant and other agencies, as appropriate, the County will provide the CEQA Contractor with a list of primary issues, other identified issues, and a list of environmental elements that must be discussed in the environmental document. Additional elements may be added as other information is obtained during the environmental document process.

☒ 6. The County or the CEQA Contractor shall be required to review the baseline data currently available in Applicant's files and other publicly available sources. The County or the CEQA Contractor shall determine the adequacy of such baseline data for meeting the requirements of CEQA. Based on the adequacy determination, the County or the CEQA Contractor shall describe the scope of additional baseline study needs, if necessary, for each environmental category pertinent to preparing the environmental document. The baseline data collection needs assessment for each environmental category will identify the specific types of data to be collected and the methodologies to be followed during data collection activities.

☒ 7. Applicant at its sole option, collect and prepare baseline data as required for the adequate completion of the environmental document. The County and the CEQA Contractor, if retained, will be responsible for determining the adequacy of any and all data collected by Applicant. Applicant shall promptly notify the County and the CEQA Contractor if it elects to prepare baseline data.

☒ 8. As soon as possible after scoping and evaluation, and acceptance of the baseline data, County, the CEQA Contractor, Applicant and other agencies deemed appropriate, will meet to jointly develop alternatives to the proposed Project that will be used in the environmental document.

☒ 9. If Applicant does not elect to prepare baseline data the CEQA Contractor shall provide expertise, personnel and facilities to assist the County (and any responsible agencies) in baseline data collection (if requested), analyses, and preparation of the environmental document in the manner designated by the County (or by such responsible agencies).

☒ 10. If an EIR is deemed necessary, then the CEQA Contractor will be required, in consultation with the County and Applicant, to prepare a plan to guide the preparation of the environmental document and propose the organization, scheduling, and content of the environmental document. (This plain is hereinafter referred to as the "Preparation Plan.") The Preparation Plan will include, at a minimum, baseline data needs, names and credentials of potential subcontractors, a proposed timeline for the process and an estimate of costs to complete the environmental document and economic analysis.

☒ 11. County reserves the right to prepare selected Paragraphs of the environmental document. Any environmental document Paragraphs to be prepared by the County shall be identified in the Preparation Plan. In the event of an election by the County to prepare a Paragraph(s) of the environmental document, the County will supply such Paragraph(s) of the environmental document in an appropriate format so that it may be timely integrated into the environmental document.

☒ 12. Once approved by the County, and concurred with by Applicant, the Preparation Plan shall establish the scope of the work required in the acquisition of environmental data and the development and preparation of the environmental document.

☒ 13. The approved Preparation Plan may be modified by the County only in the event that Applicant proposes a change in the proposed Project, changes in state or national policy or law changes occur which affect the Project scope, changes that are necessary to achieve compliance with CEQA, or other applicable law, or significant new information is obtained as a result from comments on the Draft environmental document. The County will inform Applicant in writing of any such modifications. Modifications made under this provision will be limited to those reasonably necessary to respond to the change or requirement. Pursuant to any changes in the Preparation Plan, the County shall prepare an estimate of costs, and any necessary amendments to the relevant contract.

☒ 14. The CEQA Contractor will be required, upon request, to provide the County full and complete access to all procedures and underlying data used in developing submitted Paragraphs of the environmental document including, but not limited to, final reports, and subcontractor reports, whether or not such information may be contained in the working papers or the environmental document.

☒ 15. The CEQA Contractor shall be required to assume primary responsibility for writing or rewriting all Paragraphs, parts, or chapters of the environmental document consistent with the overall time schedule developed in the Preparation Plan and subject to the review and revision of all responsible and other cooperating agencies. The County shall retain final review and approval authority over the environmental document.

☒ 16. The contract between the County and the CEQA Contractor shall require the attendance, full participation, and cooperation of the Contractor with respect to public meetings required by the County to foster public familiarity and participation with the CEQA process and the Project.

☒ 17. Applicant will attend meetings to coordinate the preparation of the environmental document. Staff of the County or Applicant may, at times, work directly with the CEQA Contractor. Any decisions made at such meetings will be summarized in writing and distributed to Applicant except in the case of certain pre-decisional information that has been deemed by the County not appropriate for release to the Applicant.

☒ 18. The CEQA Contractor, if retained, shall be required, with respect to all analyses, and the review, Draft, and Final copies of the environmental document, to be responsible for stenographic, clerical, graphics, layout, printing, and like costs. The Contractor shall be required to be responsible for the costs of preparing and providing to the County sufficient copies of the Draft environmental document and Final environmental document and modifications as well as copies of supporting technical documents prepared in conjunction with the environmental document. The Contractor will be required to provide the County and any other lead agency with duplicate originals of the Draft environmental document, Final environmental document, and supporting documents.

☒ 19. The County shall regularly monitor the work of the CEQA Contractor. The Contractor will report to the County and Applicant on the progress of the work, problems encountered, recommendations for modifications to the Preparation Plan and suggested changes in methodology or schedules for completion of the environmental document on a regular basis. Working papers or documents shall be transmitted simultaneously to the County for review and to Applicant for their information. The County will determine the need for review by concerned governmental agencies, or other interested parties, and solicit their comments as appropriate.

☒ 20. The CEQA Contractor shall be required to produce preliminary Draft environmental document for review by the County. The preliminary draft(s) shall include all text, maps, appendices, tables, charts and other materials that will be incorporated in the Draft environmental document. As determined by the County, the Contractor shall provide a reasonable number of copies to each party to meet internal review needs. Concurrently, additional copies shall be provided to Applicant.

AGREEMENT BETWEEN COUNTY OF INYO AND
C.G. Roxane LLC
FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES

☒ 21. The County shall review the preliminary Draft environmental document and provide comments to the CEQA Contractor in writing. Effort shall be made to provide comments within four weeks of receipt of the completed preliminary draft. The County may request a meeting with Contractor and Applicant to discuss comments and necessary revisions of the Preliminary Draft environmental document acceptable to the County. Additional review may be required.

☒ 22. The CEQA Contractor may be required to be responsible for printing and mailing of the environmental document. In such case, County will provide a mailing list to the Contractor distributing the environmental document to the public and to other federal, state and local agencies as required by law. The County will publish a Notice of Availability of the document as required by California law.

☒ 23. The County and the CEQA Contractor shall jointly schedule and conduct public meetings to receive comments on the Draft environmental document during the public review period. The County shall receive and log written comments submitted on the Draft environmental document during the public review period. Copies of the comments will be submitted to the Contractor to prepare preliminary responses. The County shall review the responses for accuracy and identify any necessary revisions before they are incorporated into the Final environmental document. The Final environmental document will be prepared and reviewed in the same manner as the Draft environmental document.

☒ 24. The County shall have final authority to determine the text of the Final environmental document. Upon acceptance and approval of the Final environmental document, the County shall authorize the release of the Final environmental document to the public and to federal, state, and local agencies. The CEQA Contractor or the County shall be responsible for printing and mailing of the Final environmental document, and the County shall be responsible for keeping the mailing list current.

☒ 25. As long as this Agreement remains in effect, Applicant and the CEQA Contractor will not enter into any contract or agreement resulting in, nor to result in, the Contractor's provision of services to Applicant related to the Project.

☒ 26. The CEQA Contractor shall be restricted to make no media release, public mailing, nor hold formal/public discussions without the prior approval and direction of the County. Upon completion of the environmental document, or upon request by the County, the CEQA Contractor shall be required to provide the County all notes, working papers, drafts, baseline data, public contact records, correspondence, calculations, models, and other relevant background information or data. The information provided may be originals or facsimiles on an approved medium.

☒ 27. The contract between the County and the CEQA Contractor shall require the Contractor to cooperate with the County, or with any other agency that has jurisdiction over the portion of the Project challenged, and to provide any assistance or service reasonably necessary and related to the Contractor's work in defense of any suit involving the legality or adequacy of the compliance with CEQA.

☒ 28. Notwithstanding any other provisions of this Agreement, and without diminishing the obligations of Applicant or the CEQA Contractor, the defense to any challenge to the decision made on the environmental document, or of any challenge to the record of decision will be the responsibility of the County or other agency that has jurisdiction over the portion of the Project challenged. The County, or other agency having jurisdiction over such challenge, will have and maintain sole discretion to determine how to respond, defend, or settle such challenge.

☒ 29. If, for any reason, a change in the Contractor selected to assist the County in the preparation of the environmental document is necessary, the County will engage in one of the Contractor selection procedures provided in this Agreement.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND
C.G. Roxane LLC
FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES

HOURLY RATES (NON OVERTIME) OF COUNTY PERSONNEL INCLUDING BENEFITS:

POSITION	HOURLY RATE WITH FRINGE BENEFITS
County Administrative Offices:	
County Administrator	$ 95.20
Administrative Analyst	$ 40.64
Office of County Counsel:	$98.00 (Flat Rate)
Planning Department:	
Planning Director	$ 66.23
Senior Planner	$ 49.06
Associate Planner	$ 40.57
~~Fiscal Supervisor~~ → PLANNING COORDINATOR	$ 36.94
Special Planning Commission Meeting	$ per meeting
Special Water Commission Meeting	$ per meeting
County Auditor:	$ 68.00

111810

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND CG ROXANE LLC FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and CG Roxane LLC (hereinafter referred to as Applicant) have entered into an Agreement for the provision of environmental review and processing services dated February 22, 2011 on County of Inyo Standard Contract No. 165 for the term from March 1, 2011 to March 1, 2013.

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

WHEREAS, County and Applicant do desire to consent to further amend such Agreement as set forth below.

County and Applicant hereby amends such Agreement as follows:

- Increase the Deposit/Payment to County and Contractors amount in Section 3, Subsection D, to $345,170.00
- Amend Attachment A to include the Scope of Work in Attachment #1

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND C.G. ROXANE LLC FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

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

COUNTY

By: _____

Dated: 2-7-12

APPLICANT

By: _____
Page Beykpour

Dated: 1/20/12

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

ATTACHMENT #1 TO CG ROXANE CONTRACT AMENDMENT:

AMENDED SCOPE OF WORK

(PCR letter dated January 12, 2012)

January 12, 2012

Ms. Tanda Gretz, Senior Planner
INYO COUNTY PLANNING DEPARTMENT
P.O. Drawer L
Independence, California 93526

RE: REVISED AMENDMENT NO. 1 – CRYSTAL GEYSER ROXANE CABIN BAR RANCH WATER BOTTLING FACILITY PROJECT EIR

Dear Ms. Gretz:

PCR Services Corporation (PCR) is submitting this amendment to our Agreement with Inyo County for the provision of environmental review/processing services (Agreement), in association with preparation of an Environmental Impact Report (EIR) for the Crystal Geyser Roxane Cabin Bar Ranch Bottling Facility project (CGR Project). As we have discussed on the phone and communicated in earlier letters, additional funds are necessary for initial data collection and preparation of the Project Description, general project management, and evaluation of project impacts on biological resources, archaeological resources, and historic resources.

The out-of-scope work efforts and associated costs are described on the following pages.

TASK 2: INITIAL STUDY/NOP

The generation of an accurate Project Description for use in CEQA documentation, originally anticipated to require one information request memorandum and to take place over a period of approximately two weeks, required numerous information exchanges and took place across an approximate 2.5-month period to the issuance of the first Project Description, a six-month period to the issuance of the Initial Study.

TASK 6: PROJECT MANAGEMENT

PCR's original scope of work included an allowance for this task as the actual needs and costs could not be accurately predicted at that time. This out-of-scope effort totaled approximately 30 hours of Project Manager and staff planner labor.

TASK 3: DRAFT EIR

BIOLOGICAL RESOURCES

Detailed scopes are provided below addressing the proposed survey of the additional project area and performance of a jurisdictional delineation in response to CDFG and Lahontan RWQCB NOP comments.

Conduct Biological Survey, Habitat Assessment, and Vegetation Mapping

PCR will perform a biological survey and habitat assessment of the added project site area to identify sensitive plant communities and/or the presence of habitats that could support sensitive, endangered, or threatened plant and wildlife species. A vegetation map of the added project site area will be prepared in the field with the use of a current aerial photograph and topographic map to determine the presence and extent of each plant community on-site. At the conclusion of the field mapping, the plant communities will be digitized using Geographic Information System (GIS) technology and the extent of each plant community will be calculated for use in the Biological Resources Section of the project EIR.

- This task does not include focused surveys for sensitive plant and wildlife species.

Conduct Jurisdictional Delineation

PCR biologists and regulatory/environmental scientists will perform a detailed analysis of any and all wetlands and "waters of the U.S."/"waters of the State" within the project site that would be subject to the jurisdiction of the U.S. Army Corps of Engineers (ACOE), RWQCB, and/or the CDFG.

The findings will include a map illustrating the location, extent, and acreage of all jurisdictional waters (including soil pit locations, if applicable); the field data sheets which will include information on soils, vegetation, and hydrology; a brief discussion of the relative quality of each stream or wetland; and an approximation of duration of surface flow (i.e., ephemeral, intermittent, or perennial).

- It should be noted that a jurisdictional delineation is considered valid for five years, once validated by the ACOE (typically through a site visit). It is

recommended, therefore, that a permit application be submitted within five years of ACOE validation. Once permits have been applied for and issued by the RWQCB, CDFG, and ACOE, the agencies generally allow for an extension of the permits to allow for phased or delayed project implementation.

These tasks will begin upon approval of this amendment and issuance of Notice to Proceed by the County, and will be completed within approximately two (2) weeks, excluding holidays and provided weather conditions are suitable. This scope assumes PCR has the appropriate electronic files (i.e., AutoCAD or shape files) for preparing survey and delineation maps. If Crystal Geyser has flown new aerial photos since the Scoping Meeting in late September, please provide those for PCR's use; otherwise, PCR will use the aerials already in its possession.

ARCHAEOLOGICAL RESOURCES

Phase I and Phase II assessments are required to be conducted as part of the environmental review process. PCR's eligibility determinations (and any resulting mitigation, if warranted) will require review and approval by the County as lead agency. If CBR-S-2 is found not to be eligible, no additional action is necessary beyond formally recording the resource, since impacts on a non-eligible resource are not considered a significant impact on the environment (construction monitoring would likely still be recommended, however).

If CBR-S-2 is determined eligible, and there are still areas of the resource that have data potential and that will be impacted by the project, then mitigation is required to reduce impacts to less than significant. Mitigation could include complete avoidance (of the entire resource or portions that directly contribute to its eligibility for listing), capping (covering resource with a layer of soil and building on top of it), planning open space that incorporates archaeological sites, or data recovery.

A Phase III Mitigation/Data Recovery Assessment is another common mitigation for impacts on archaeological sites that cannot be avoided, and involves excavation prior to construction of areas with the highest potential to provide useful research data. A Phase III Data Recovery Mitigation plan would also require review and approval by the County as lead agency and could be implemented after the environmental document has been certified, but prior to construction. It should be noted than an Extended Phase I or Phase II Assessment could function as Phase III Data Recovery Mitigation if all areas of the resource that contain data potential are extracted during the excavation of those preliminary assessments.

The Phase I, and, if warranted, Phase II and III assessments described above are necessary to determine whether the proposed project would cause a substantial adverse change in the

significance of an archaeological resource (such as CBR-S-2) pursuant to CEQA §15064.5 and are standard practice in the archaeological consulting industry. They will also limit the possibility of construction being halted for a more in-depth excavation in the area where CBR-S-2 is mapped in the event that artifacts are discovered at that time.

The scope for an Extended Phase I investigation is provided below.

Fieldwork – Shovel Test Probe Excavations

PCR will perform the excavation of a series of Shovel Test Probes (STPs) in the immediate vicinity of CBR-S-2.

- The testing program described above may be modified in the field based on preliminary field conditions and artifact yields.
- If an intact buried archaeological deposit or a concentration of cultural material is encountered during the testing effort, then a subsequent subsurface work program may be recommended in those specific areas to recover or evaluate those resources at an additional cost. It is not possible to determine whether a Phase II Evaluation Assessment is warranted, or to accurately scope that task, until the Extended Phase I Assessment is complete, since Phase II scope and cost are dependent on the findings of the Extended Phase I Assessment.

Laboratory Work - Artifact Processing and Cataloging *(if necessary)*

The artifacts will be collected and brought to PCR's archaeological laboratory in Irvine, California to be processed and cataloged.

- The proposed cost assumes the processing and cataloging of up to 100 artifacts. If no artifacts are recovered, then this task will not be undertaken. Crystal Geyser, in consultation with PCR and the County of Inyo, shall designate a proper archaeological repository that will serve to curate all of the collected material.

Update Cultural Resources Assessment Technical Report

PCR will update the CEQA-level Cultural Resources Assessment technical report with the methods and results of the excavation effort. PCR will provide excavation summary tables and detailed maps displaying the location of the STP units.

Team Coordination

PCR proposes an allowance for coordination between PCR archaeologists and the Applicant and project team, based on our experience with similarly scaled projects.

These tasks will begin upon approval of this amendment and will proceed concurrently, with completion anticipated within approximately three (3) weeks.

HISTORICAL RESOURCES

Through PCR's initial site visit and subsequent research, our architectural historians have become newly aware of the existence of potentially significant historical resources on the project site, including the stone "ruin" at the intersection of Cabin Bar Ranch Road and Highway 395, as well as a history of activities on and adjacent to the project site that may indicate the presence of related physical features on-site.

The following tasks are proposed to evaluate historical resources.

Fieldwork

PCR's Director of Historic Resources will conduct an intensive-level survey of the subject property to investigate the historic archeological features associated with Daneri's Landing, ranching operations, and past occupation.

Site-Specific History

PCR will conduct follow-up research to document prior land uses and early improvements on-site (e.g., stone ruin, Daneri's Landing, two pre-1907 building sites).

Update Historic Resources Assessment Report

PCR's Architectural historians will update the technical report with the additional land ownership history and site investigation results.

PCR

TASK 3: PREPARE DRAFT EIR

PCR's planning staff will coordinate with staff biologists, archaeologists, and historians regarding site visits, scope of analysis, and preparation of technical reports, and will summarize the findings of the respective investigations in the Draft EIR.

SCHEDULE

The schedule was last updated and transmitted on September 20, 2011, and projected County review of the 1st Draft EIR beginning on December 12, 2011 and public circulation beginning February 22, 2011. As discussed on the phone on December 5, 2011, because of delays in data collection and preparation of the hydrology analysis by Richard C. Slade & Associates, and the need to complete the investigations proposed in this amendment, it is anticipated that this schedule will slip between four and six weeks. PCR will strive to minimize this delay once we are authorized to proceed with these out-of-scope tasks.

Summary

The total cost for the amendment items identified above is $51,452. When added to our original contract amount of $188,370, the overall contract amount would increase to a new total of $239,822. Other than these changes to our scope of work, the terms and conditions in our original agreement and scope of services remain in full force and effect. Should you have any questions or require additional information please feel free to contact me at (626) 204-6170.

Sincerely,

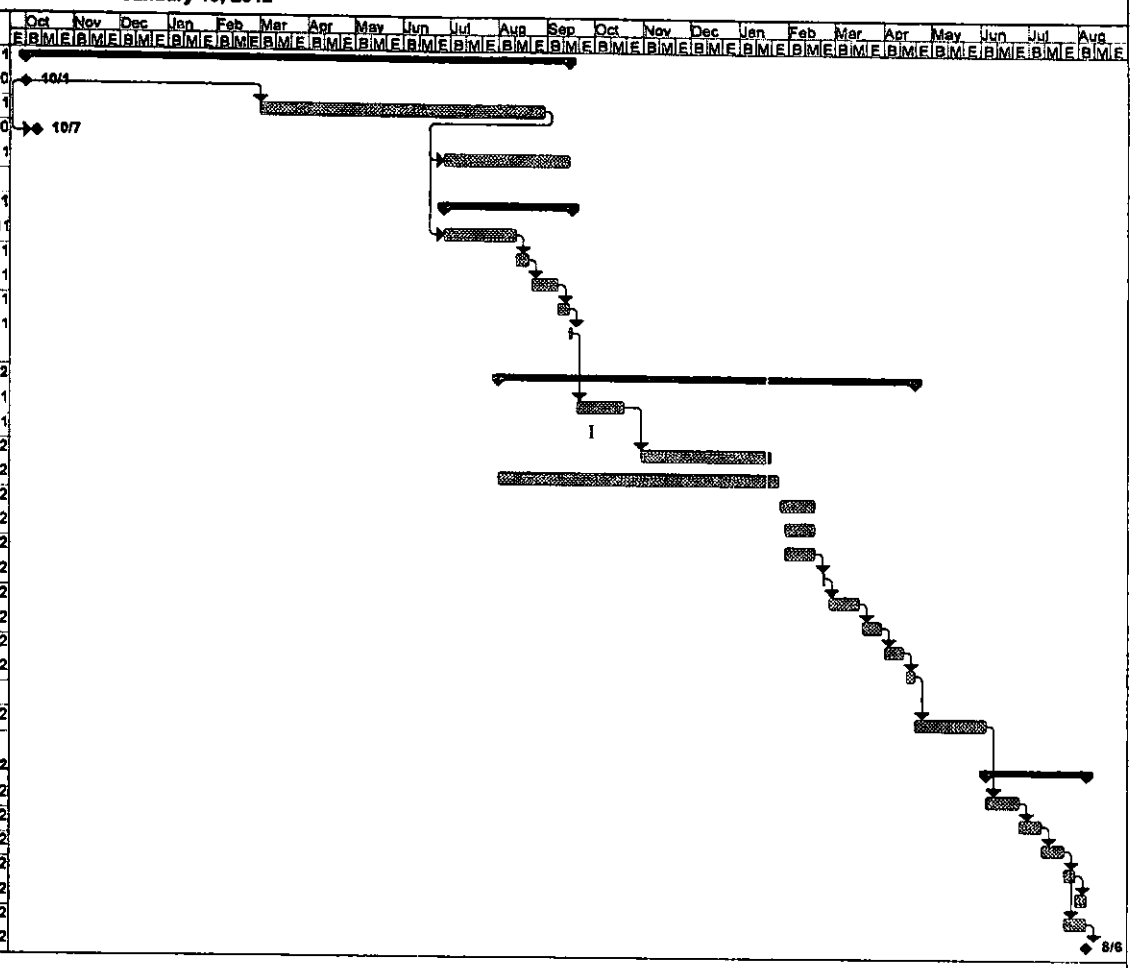
PCR SERVICES CORPORATION

Anne Doehne

Anne Doehne
Associate Principal

Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Facility Project
Environmental Review Schedule
January 19, 2012

ID	Task Name	Duration	Start	Finish
1	**Project Start-Up**	**249 days**	**Fri 10/1/10**	**Wed 9/14/11**
2	Authorization To Proceed	0 days	Fri 10/1/10	Fri 10/1/10
3	Information to PCR	130 days	Tue 3/1/11	Mon 8/29/11
4	Initial Meeting	0 days	Thu 10/7/10	Thu 10/7/10
5	Project Description	58 days	Mon 6/27/11	Wed 9/14/11
6				
7	**Prepare NOP/Initial Study**	**60 days**	**Mon 6/27/11**	**Fri 9/16/11**
8	Draft NOP/Initial Study	34 days	Mon 6/27/11	Thu 8/11/11
9	1st County Review	6 days	Fri 8/12/11	Fri 8/19/11
10	2nd Draft	13 days	Mon 8/22/11	Wed 9/7/11
11	2nd County Review	5 days	Thu 9/8/11	Wed 9/14/11
12	Finalize and Distribute NOP/Initial Study	2 days	Thu 9/15/11	Fri 9/16/11
13				
14	**Prepare Draft EIR**	**190 days**	**Mon 8/1/11**	**Fri 4/20/12**
15	NOP Circulation Period	30 edays	Tue 9/20/11	Thu 10/20/11
16	Public Scoping Meeting	1 day	Thu 9/29/11	Thu 9/29/11
17	Prepare 1st Administrative Draft	60 days	Mon 10/31/11	Fri 1/20/12
18	Hydrology Tech Report	128 days	Mon 8/1/11	Wed 1/25/12
19	Biology Tech Report	16 days	Fri 1/27/12	Fri 2/17/12
20	Archaeology Tech Report	15 days	Mon 1/30/12	Fri 2/17/12
21	Historic Tech Report	15 days	Mon 1/30/12	Fri 2/17/12
22	Submit 1st Draft to County	1 day	Thu 2/23/12	Thu 2/23/12
23	County Review of 1st Draft	15 days	Mon 2/27/12	Fri 3/16/12
24	Prepare 2nd Administrative Draft	10 days	Mon 3/19/12	Fri 3/30/12
25	County Review 2nd Draft	10 days	Mon 4/2/12	Fri 4/13/12
26	Finalize and Distribute Draft EIR	5 days	Mon 4/16/12	Fri 4/20/12
27				
28	**Public Review of Draft EIR**	45 edays	Fri 4/20/12	Mon 6/4/12
29				
30	**Prepare Final EIR**	**45 days**	**Tue 6/5/12**	**Mon 8/6/12**
31	Prepare 1st Draft Response to Comments/	15 days	Tue 6/5/12	Mon 6/25/12
32	County Review of 1st Draft	10 days	Tue 6/26/12	Mon 7/9/12
33	Prepare 2nd Draft	10 days	Tue 7/10/12	Mon 7/23/12
34	County Review of 2nd Draft	5 days	Tue 7/24/12	Mon 7/30/12
35	Finalize Final EIR	5 days	Tue 7/31/12	Mon 8/6/12
36	Prepare Findings/Resolutions	10 days	Tue 7/24/12	Mon 8/6/12
37	**Distribute Final EIR/Findings**	0 days	Mon 8/6/12	Mon 8/6/12



Project: Crystal Geyser Roxane EIR Sc
Date: Thu 1/19/12

Task		External Tasks		Manual Task		Finish-only	
Split		External Milestone		Duration-only		Progress	
Milestone		Inactive Task		Manual Summary Rollup		Deadline	
Summary		Inactive Milestone		Manual Summary			
Project Summary		Inactive Summary		Start-only			

ATTACHMENT "A" TO CG ROXANE CONTRACT AMENDMENT:

SCOPE OF WORK

(i.e., Scope of Work from original contract)

SCOPE OF WORK

PCR will complete the environmental review process for the project through preparation of an EIR with the County of Inyo as the Lead Agency. The scope of work includes preparation of an Initial Study, Draft EIR, Final EIR (inclusive of responses to comments and an MMRP), and related notices, findings and resolutions. Preparation of the EIR will include Biological and Cultural Resource technical appendices prepared by PCR and traffic and groundwater technical appendices prepared by LSC and RCS, respectively. The scope of work also includes meetings and coordination with the County as described further below. PCR will rely on previous studies regarding the project site to provide efficiency in document preparation; and expects the County to provide such studies that is has available. Further, it is assumed that the project applicant will provide information to support the preparation of the EIR, including but not necessarily limited to: A detailed project description, a description of the construction program (construction equipment and durations of use), amounts of cut/fill material, information regarding the proposed infrastructure features inclusive of the proposed design of the engineered leach mound system and drainage system.

The table below lists the tasks required for the timely completion of the environmental review process. Following the table is a description of each of these separate tasks.

Task	Task Description
1	Collect Data/Prepare Project Description
2	Prepare Initial Study Package and Prepare and Circulate Notice of Preparation/Notice of Public Scoping Meeting
3	Prepare and Distribute Draft EIR
4	Prepare and Distribute Final EIR
5	Meetings and Management/Coordination

Task 1: Collect Data/Prepare Project Description

on project start-up, PCR will meet with the County to review data needs, discuss specific issues of concern, and ne project schedule. As part of this process, PCR will review previous studies and environmental documentation that have been prepared for the project and/or the nearby project setting and identify new and/or updated information that is needed. PCR will prepare a memo that identifies additional information needed to proceed. Upon receipt of necessary project information identified on our data needs list, PCR will prepare a draft Project Description for County review. PCR assumes that two review iterations of the Project Description will be required.

Products

- Data Needs List
- First Draft of Project Description
- Final Project Description for use with Initial Study

Task 2: Prepare Initial Study Package and Prepare and Circulate Notice of Preparation/Notice of Public Scoping Meeting

After project initiation, PCR will prepare an Initial Study package consisting of a Project Description, CEQA checklist and EIR determination, Explanation of Checklist Items, and Notice of Preparation (NOP). The Initial Study checklist and Explanation of Checklist Determinations will identify issues that will be analyzed in the EIR and substantiate why other issues will not require further study. The evaluation will address the 18 broad environmental topics identified in CEQA Guidelines, Appendix G. For each environmental issue, it will be determined whether the project would result in no impact, a less than significant impact, a less than significant impact with mitigation or a potentially significant impact. The EIR will address in detail the issues for which a potentially significant impact is identified. Based on our current understanding of the project PCR believes that certain environmental issues can be scoped out of detailed analysis in the EIR. These topics will be fully addressed in the Initial Study, with a summary of related impacts in the Draft EIR.

Once drafted, PCR will submit the Initial Study package to the County for review; and prepare a revised package for ew. Included in such revisions may be modifications to the list of environmental issues to be discussed in the

Draft EIR, which cause changes to the scope of services described below. PCR assumes that two rounds of County review and PCR revision will be required, with PCR providing a proof copy of the document for final sign-off by the County.

PCR will need assistance from the County in coordinating the scoping meeting location and associated mailing list. PCR will distribute the NOP/Notice of Public Scoping meeting to begin the 30-day public comment period. During the NOP comment period, the Initial Study will also be made available by County staff for public review.

Products

- Initial Study Package for County Review
- Final Initial Study Package– Electronic submittal and 20 hard copies and CD's
- Draft Notice of Preparation/Notice of Public Scoping Meeting
- Final Notice of Preparation/Notice of Public Scoping Meeting

Task 3: Prepare and Distribute Draft EIR

PCR will prepare a Draft EIR that will analyze the project's potential environmental impacts. The Draft EIR will include all statutory sections required by CEQA, including a summary, project description, environmental setting, and impact analyses for each environmental issue to be addressed that will include mitigation measures and an analysis of cumulative effects. The analyses will address both direct and indirect impacts. The EIR will also address areas of controversy, effects found not to be significant, growth inducement, alternatives, significant irreversible environmental effects, significant and unavoidable environmental effects, references, and organizations and persons consulted. PCR assumes that up to three (3) alternatives, including a No Project Alternative as required under CEQA, will be addressed in the Draft EIR.

The final set of environmental topics addressed in the Draft EIR will be determined by the Initial Study and may include additional topics based on comments received during the NOP comment period. Based on PCR's understanding of the development and our long-standing experience preparing EIRs, we anticipate that the Draft EIR will analyze the following:

- Aesthetics/Visual Resources (Aesthetics, Views, and Light)
- Air Quality
- Global Climate Change
- Biological Resources
- Cultural Resources (Archeological, Paleontological, and Historic)
- Hydrology/Water Quality
- Land Use/Planning
- Noise
- Transportation/Traffic (Traffic, Traffic Safety and Access)

The analytic approach and scope for each of the environmental issues is presented below.

Aesthetics

The aesthetics analysis will include an evaluation of potential impacts associated with aesthetic resources, views, and artificial lighting. The analysis will describe the visual quality of the site and existing views of the Sierra and White-Inyo Mountains that are available from Route 395, as well as relevant regulations and policies. While not designated as a scenic highway, Route 395 does provide scenic views to travelers through the valley. The aesthetics resources component will evaluate the change to the character of the project site, and the view component will address the impacts on the scenic views. The lighting analysis will address potential changes in the night-time appearance of the project site and potential effects on any light sensitive uses.

Air Quality

The air quality analysis will be conducted by PCR's in-house specialists. It will consist of the following discussions and analyses: (1) regulatory setting; (2) existing environmental conditions, such as ambient air quality and identification of nearby sensitive receptors; (3) thresholds of significance; (4) qualitative analysis of construction impacts in accordance with the Great Basin Unified Air Pollution Control District guidelines; (5) analysis of direct and indirect operational criteria pollutant emissions (volatile organic compounds, oxides of nitrogen, carbon monoxide, particulate matter, PM10 and PM2.5, and sulfur oxides); (6) identification of mitigation measures, as warranted; (7) qualitative assessment of potential impacts from odors and toxic air contaminants during construction and operation; and (8) assessment of the project's consistency with applicable State Implementation Plans (SIP).

Global Climate Change

PCR will prepare a Greenhouse Gas (GHG) section pursuant to new guidelines from the Governor's Office of Planning and Research, effective as of March 18, 2010, which recommends such sections and which provides two new Initial Study checklist questions to be used in analyzing potential impacts from GHGs. In general, the guidelines allow Lead Agencies to determine if a quantitative or qualitative analysis is most appropriate, and to establish specific significance criteria. Since the County does not have approved numeric thresholds, PCR is proposing a qualitative analysis that discusses the reduction strategies of the Climate Action Team for reducing GHG, and the project's relationship to those actions. The EIR will include discussion on the (1) regulatory setting; (2) existing conditions; and (3) project design features (such as LEED certification) which support the State's GHG reduction goals, and the relationship of the project to attainment of the goals.

Biological Resources

The biological resources assessment will make maximum use of prior studies conducted on the ranch in the late 1980s with the incorporation of information made available in region-wide data bases since that time. Following the review of such information a field visit will be conducted at the approximately 13 acre project site for the purpose of verifying and supplementing existing information. The analysis will be comprehensive; however, focus will be placed on sensitive species and habitats and other regulated resources found or having the potential to occur on site. In particular, the status of the Owens tui chub, the Owens Valley vole, and Owens Valley checkerbloom will be determined on-site. The analysis will include information on: the methods used to prepare the assessment; baseline conditions; potential direct, indirect and cumulative impacts from the project; the

formulation of mitigation measures which will reduce impacts to less than significant; and the findings for potentially significant unavoidable adverse impacts (if any). No focused surveys are anticipated at this time.

Cultural Resources (Archaeological, Paleontological, and Historic)

PCR will provide an evaluation of the historic, archaeological (sites and isolates), and paleontological resources that are present on the project site, and, if necessary, recommend mitigation measures to address significant impacts. The work will draw on previous archeological survey work at the project site to the extent feasible. However, additional technical study is necessary to meet CEQA guidelines. A cultural resources technical report will be included as an Appendix to the Draft EIR and summarized in the EIR section. New technical work to be performed by PCR includes updating the previously performed archaeological and sacred lands data base searches (including a new follow-up Native American consultation), doing a paleontological resources search and performing intensive-level pedestrian surveys of the site by a qualified archeologist and architectural historian. The surveys will identify whether or not there are buildings/structures or historic agricultural/ranch features over 45 years in age present, or whether new archeological resources have become exposed. If new archeological or historical resources are found eligible for federal, state or local listing, PCR will notify the County immediately, and if requested/authorized, PCR will perform necessary further work to evaluate and document the newly identified resources through an amended scope of work. Such work would include assessment of related impacts, mitigation measures, and preparation of documents required to demonstrate compliance with cultural resource regulations.

Hydrology/Water Quality

The hydrological/water quality analysis will be based on a Technical Study that will be prepared by RCS. The technical study be included as an Appendix to the EIR, and summarized in the Environmental Analyses section. The study will include data collection and review of all pertinent information available, a field reconnaissance/well canvass, and data analyses that address the following topics: groundwater geology, water levels, water quality, aquifer and well characteristics, pumping rates and volumes, and a theoretical drawdown calculation to indicate the potential amount of water level draw-down interference that might be induced in nearby offsite wells. PCR understands that the project applicant is currently performing pump tests, and that the results of those tests will be made available to support this analysis.

Land Use

The analysis of land use impacts will evaluate the project's consistency with existing land use plans and zoning, and its relationship to surrounding uses and nearby populations in Cartago and Olancha. The analysis will address expected zoning and conditional use changes as they relate to the County zoning regulations and the General Plan.

Noise

PCR staff will evaluate potential noise impacts associated with construction activities and operation of the proposed project. The scope of services for the noise analysis will include the following: (1) survey noise-sensitive land uses, existing noise sources, and features affecting noise transference in the project area; (2) identify and describe relevant local plans, regulations, ordinances, criteria, and guidelines associated with noise; (3) review the

project construction schedule and equipment to estimate construction related noise levels (qualitative analysis) at the adjacent noise sensitive uses; (4) evaluate project operational noise from project related vehicular traffic, outdoor mechanical equipment (HVAC), and parking facilities; (5) provide a qualitative analysis of vibration impacts associated with use of heavy-duty equipment during construction of the project; and (6) identify potential mitigation measures where feasible. Vehicular noise impacts will be assessed based on data from the project Traffic Study using computer noise prediction models that incorporate Federal Highway Administration (FHWA) traffic noise model (FHWARD-77-108).

Traffic/Transportation

The traffic section of the Draft EIR will be based on a Traffic Study to be prepared by LSC that will be included as an Appendix to the Draft EIR. A detailed proposal for the preparation of the Traffic Study is included as Appendix C. As described therein, the analysis will address the following issues: (1) The project's percent impact on traffic volumes on Route 395, (2) Level Of Service (LOS) impacts for the site access intersections per methodologies presented in the Highway Capacity Manual, (3) Site access issues, e.g. potential need for turn lanes, and sight distance at the site access points; and (4) If required, potential mitigation measures will be identified and assessed. If mitigation is required, the analysis will evaluate the project phase (trip generation level) that triggers such mitigation. Route 395 is currently planned for widening by Caltrans from two to four lanes adjacent to the project site with under one of four alternative designs under consideration. The proposed project has identified two possible access points subject to the final Caltrans design. Therefore, the scope of work for the traffic analysis will address the full range of scenarios regarding Route 395 alternative designs (including the no project) and the project's access design. In addition, the EIR will indicate any potential effects of construction on travel conditions, and if necessary propose a construction management program as mitigation for construction impacts.

Submittals

PCR will submit a Screencheck Draft EIR to the County for review. We anticipate two rounds of County comments prior to providing a proof copy to the County for final sign-off. Upon approval of the proof copy by the County, PCR will produce the Draft EIR and prepare a Notice of Completion and a Notice of Availability. PCR will assist in the distribution of the Draft EIR to a list of agencies, organizations and individuals agreed to by the County. PCR understands that the County will post notices with the County Clerk and Inyo Register. PCR will also prepare files for posting the Draft EIR on the County's website and produce CDs of the Draft EIR for County distribution.

Products

- First Screencheck Draft EIR for County Review
- Second Screencheck Draft EIR for County Review
- Proof Copy of Draft EIR
- Hard Copies of Draft EIR – (35 copies of main report and five sets of Appendices)
- CDs containing Draft EIR
- File of Draft EIR for County Website
- Notice of Availability
- Notice of Completion

Task 4: Prepare and Distribute Final EIR

After circulation of the Draft EIR, PCR will coordinate with the County to obtain all public comments. PCR will review the comments and meet with the County to discuss issues raised and establish an approach for responding to comments. After such consultation, PCR will prepare a Screencheck Final EIR. The Screencheck Final EIR will include: a summary of the project and its associated impacts; corrections and additions to the Draft EIR; a list of persons, organizations, and public agencies commenting on the Draft EIR; comments submitted regarding the Draft EIR and responses prepared to address those comments; copies of the Draft EIR comment letters; and a Mitigation Monitoring and Reporting Program. PCR assumes that comments from two rounds of County review will be incorporated into the Screencheck Final EIR prior to submitting the document to the County for final sign-off. PCR can only speculate as to the extent of public comment regarding the Draft EIR. As discussed in the Proposed Fees section below, PCR has assigned allowances for responding to these comments.

Once the County approves the Final EIR, PCR will assist the County with distribution of the Final EIR to the appropriate agencies and organizations, including those agencies that commented on the Draft EIR and to appropriate libraries. PCR will also prepare a Notice of Completion to be sent along with copies of the Final EIR to the State Clearinghouse and County Clerk. As with the Draft EIR, PCR will prepare electronic files for posting of the document to the County website and will prepare CDs of the Draft EIR for distribution by the County. PCR will also prepare and distribute a Notification of Final EIR Review Locations to a list agreed to by the County. This notice will state the libraries where the Final EIR is available for review and the address for review of the Final EIR on the County website. Ten days after the Final EIR is sent to commenting agencies, public hearings regarding the project can commence. PCR will also prepare Findings if required and prepare Resolutions. PCR understands that the County will file the Notice of Determination with the County Clerk. This notice will start a 30-day statute of limitations with regard to approval of the project and certification of the Final EIR.

Products

- First Screencheck Final EIR for County Review
- Second Screencheck Final EIR for County Review
- Final EIR for Public Distribution – 20 hard copies, electronic file and CDs
- Notice of Completion
- Notice of Final EIR Review Locations
- Notice of Determination
- Findings/Resolutions

Task 5: Meetings and Management Coordination

The precise number of meetings required to complete the environmental review process for the project cannot be determined at this time. PCR has assumed that monthly teleconferences will be held, with on-going phone contact and e-mail correspondence as needed. PCR understands the importance of keeping County staff informed of project status on a regular basis, and critical issues to be resolved while also confirming key assumptions and documentation needs. In addition, PCR expects to meet personally with the County and has included costs below for 45 hours of management/coordination and up to six meetings/hearings (start-up meeting, scoping meeting, response to public comment

strategy meeting, and three public hearings). Additional meetings can be attended on a time and materials basis.

Task 6: Subconsultants – Traffic Analysis, Hydrology/Water Quality Studies

PCR will rely on sub-consultants to prepare Traffic and Hydrology/Water Quality studies – LSC and RCS, respectively. Both subconsultants will prepare independent technical studies that will be attached to the EIR as appendices, and that will be summarized in the respective topical areas of the EIR. The key focus of the two technical studies is noted in the EIR contents described above. The more detailed proposals for the two studies are attached as Appendix C.

SCHEDULE

PCR is accustomed to working with agencies to meet their schedule needs including tight time schedules. On an aggressive time schedule, the EIR process could be completed in approximately 9 months from authorization to proceed and receipt of necessary project information. PCR will commit the necessary resources to ensure the preparation of the EIR and related environmental documents within the desired time frame. The time durations and milestones for such a schedule are reflected in the program schedule included as Appendix B, below. This time frame would provide about two weeks for start-up and preparation of the Project Description and completion of the Initial Study and NOP within about 6 weeks from the start of work. A Draft EIR could be completed within about 6 months from the start of work activities. The public review period would be 1.5 months and the preparation of the Final EIR might be approximately 1.5 months if the level of public comment is not substantial.

However, this schedule could require more time subject to a number of conditions. Foremost among these is potential weather conflicts in performing project activities, e.g., performing traffic counts or holding a public scoping meeting. Other items that can affect project schedule typically include changes to the Project Description that occur after it has been drafted, project information that is needed from the project Applicant that is not available or complete, comments greatly exceed anticipated level, or if changes in the scope occur. PCR will use a number of devises to facilitate meeting the schedule such as working with limited information to the extent feasible, using phased submittal of EIR sections, anticipating likely public comments during preparation of the Draft EIR and incorporating text into the Draft EIR that can be referenced when preparing the Final EIR, preparing general comment responses for commonly repeated comments, and fast-tracking preparation of many Final EIR components during the public review period. If any situations arise where the schedule is nonetheless delayed, PCR will notify the County at the earliest point possible.

PCR 2010 BILLING RATES & EXPENSE CHARGES

.essional Time

Environmental Planning & Documentation

President	$270.00
Director/Principal	$198.00
Principal	$180.00
Associate Principal	$162.00
Principal Planner	$144.00
Senior Planner II	$131.00
Senior Planner I	$117.00
Planner	$104.00
Associate Planner	$90.00
Assistant Planner	$77.00
Technician	$63.00
Intern	$50.00

Biological Services

Principal/Director	$225.00
Associate Principal	$162.00
Principal Biologist	$144.00
Senior Biologist II	$131.00
Senior Biologist I	$117.00
Biologist	$104.00
Associate Biologist	$90.00
Assistant Biologist	$77.00
Technician	$63.00
Intern	$50.00

Air Quality, Climate & Acoustics

Director	$162.00
Principal Engineer/Scientist	$144.00
Senior Engineer/Scientist II	$131.00
Senior Engineer/Scientist I	$117.00
Engineer/Scientist	$104.00
Associate Engineer/Scientist	$90.00
Assistant Engineer/Scientist	$77.00
Technician	$63.00
Intern	$50.00

Historic Resources

Director	$162.00
Principal Historian	$144.00
Senior Historian II	$131.00
Senior Historian I	$117.00
Historian	$104.00
Associate Historian	$90.00
Assistant Historian	$77.00
Technician	$63.00
tern	$50.00

Archeological & Paleontological Resources

Director	$162.00
Principal Archaeologist/Paleontologist	$144.00
Senior Archaeologist/Paleontologist II	$131.00
Senior Archaeologist/Paleontologist I	$117.00
Archaeologist/Paleontologist	$104.00
Associate Archaeologist/Paleontologist	$90.00
Assistant Archaeologist/Paleontologist	$77.00
Archaeological/Paleontological Technician	$63.00
Intern	$50.00

Support

Senior GIS Specialist/Senior Graphics	$104.00
GIS Specialist	$81.00
Graphics Specialist	$81.00
Publications Specialist	$72.00
Production Specialist	$72.00

rect Expenses

Direct expenses will be billed at 110 percent of actual cost, including but not limited to:

- Retention of subcontractors.
- Purchase or rental of project materials and special supplies.
- Reproduction, printing and photographic costs.
- Postage, delivery, telephone and other communication costs when requested or approved by client.
- Project-related mileage necessarily incurred at the prevailing IRS Standard Mileage Rates.

ling Terms

- Unless other contractual terms are agreed upon, PCR invoices on a monthly basis and expects payment 30 days from date of invoice.
- PCR's scheduling commitments are made and taken seriously. However, PCR reserves the right to modify performance schedules in instances where payment of PCR invoices falls behind agreed-upon terms.
- PCR recalibrates its billing rates for professional time at the beginning of each calendar year and reserves the right to raise its billing rates for one or more professional categories by no more than 5 percent twelve months following project initiation.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
8

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Schedule Time For ☐ Closed Session ☐ Informational

FROM: Public Works

FOR THE BOARD MEETING OF: January 22, 2013

SUBJECT: Approval of a Contract with PMC for a Triennial Performance Audit of the Inyo County Local Transportation Commission (LTC) in an amount not to exceed $11,000 for the period ending August 31, 2013.

DEPARTMENTAL RECOMMENDATION:

Request Board approve:

1. Awarding the contract between the County of Inyo and PMC, for the provision of Triennial Performance Audit of the LTC, in an amount not to exceed $11,000.00 for the period of 1/22/13-08/31/13, contingent upon appropriate signatures, and adoption of future budgets; and
2. Authorize Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Every three years the LTC is responsible to fund a performance audit that evaluates the efficiency, effectiveness, and economy of recipients of organization's operations. The audit consists of three main areas of focus that include a review of compliance with the Transportation Development Act, a review of functional areas and a review of the status of prior year performance audit recommendations. This performance audit will cover the three-year period from July 1, 2009 to June 30, 2012.

A Request for Proposals was released on October 14, 2012 and ending on November 30, 2012. Only one proposal was received. The Request for Proposals was mailed to interested companies who had worked in the Eastern Sierra or who had previously submitted proposals on similar projects. Staff contacted several of the consulting firms. The consulting firms indicated that they received a cover letter regarding this project and that they either had scheduling issues that prevented them from submitting or that they did not wish to take on this specific type of project. Additionally, the Request for Proposals was posted on the Inyo County Request for Proposals web page and also on the LTC website. Staff confirmed that the proposal submitted by PMC adequately addresses the scope of work and demonstrates that PMC has the expertise to complete the Triennial Performance Audit. PMC is certified by the State of California as a Small Business.

ALTERNATIVES:

The Board could elect to not approve the Contract or to continue consideration of this to another meeting. The LTC is required to complete the Triennial Performance Audit by June 30, 2013.

OTHER AGENCY INVOLVEMENT:

Inyo County Local Transportation Commission (funding and review) and California Department of Transportation (review)

FINANCING:

Contract payment will be made from Transportation and Planning Budget #504605, Professional Services object code 5265 for the preparation of the Triennial Performance Audit. There is currently $11,000 budgeted in this project and the proposal came in an amount not to exceed $11,000.

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 1-14-13
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 1/15/13
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: 1-15-13

AGREEMENT BETWEEN COUNTY OF INYO
AND PMC
FOR THE PROVISION OF Consulting **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Consulting services of PMC of Rancho Cordova, CA hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Consultant shall furnish to the County, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall be from January 22, 2013 to August 31, 2013 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Consultant the sum total of Eleven Thousand Dollars and no cents ($ 11,000) for performance of all of the services and completion of all of the work described in Attachment A.

B. Travel and Per Diem. Consultant will not be paid or reimbursed for travel expenses or per diem which Consultant incurs in providing services and work under this Agreement.

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Consultant for all services and work to be performed under this Agreement shall not exceed Eleven Thousand Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Consultant shall submit to the County once a month, an itemized statement of all services and work performed by Consultant pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

B. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from

receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.epls.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONSULTANT.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Consultant shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising from the performance of this Agreement and arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of the Consultant, or Consultant's agents, officers, or employees. Consultant'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. Consultant'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 negligence, recklessness or willful misconduct of the Consultant, its agents, employees, supplier, or of any one directly or indirectly employed by any of them, or anyone for whose negligence, recklessness or willful misconduct any of them may be liable.

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. ASSIGNMENT.

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

15. CANCELLATION.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

Consultant agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo
Public Works — Department
168 N. Edwards St. (PO Drawer Q) — Street
Independence, CA 93526 — City and State

Consultant:

PMC - Attn: Philip O. Carter — Name
2729 Prospect Park Drive, Suite 220 — Street
Rancho Cordova, CA 95670 — City and State

26. ENTIRE AGREEMENT.

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

AGREEMENT BETWEEN COUNTY OF INYO
AND PMC
FOR THE PROVISION OF Consulting **SERVICES**

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

COUNTY OF INYO

By:_____

Dated:_____

CONSULTANT

By:_____
Signature

_____
Type or Print Name

Dated:_____

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

dg/Contracts/MiscAgreements/LTCAudit.113

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND PMC
FOR THE PROVISION OF Consulting **SERVICES**

TERM:

FROM: January 22, 2013 **TO:** August 31, 2013

SCOPE OF WORK:

See attached.

2. TRIENNIAL PERFORMANCE AUDIT SCOPE OF WORK

The audit covers the latest three-year period between fiscal years 2009-10 through 2011-12 and is to be completed in compliance with requirements under the *Transportation Development Act Statutes and California Code of Regulations*, February 2009, published by Caltrans; the US Comptroller General's *Government Auditing Standards*, August 2011 revision; and the Caltrans *Performance Audit Guidebook for Transit Operators and Regional* Transportation *Planning Entities*, 3rd edition, September 2008.

BASIC PURPOSE AND GENERAL FOCUS OF AUDIT

The statutes mandating the audit clearly identify the purpose of the audit as follows: "The performance audit shall evaluate the efficiency, effectiveness, and economy of the operation of the entity being audited." Its objectives are to provide a means for evaluating an organization's performance and to enhance performance by making recommendations for improvements. To this end, the audit will involve determining the agency's efficiency and effectiveness in managing TDA resources within its respective operating environment.

In short, the triennial performance audit affords management the opportunity to have an independent, constructive, and objective evaluation of their organization and operations that otherwise might not be feasible given the daily demands of managing transportation programs and activities. It is our belief that an audit is a management tool which should underscore successes and point out where improvements in organizational performance may be appropriate. The objective of the audit is to support management in carrying out its responsibilities.

TECHNICAL APPROACH

PMC proposes a clearly defined work plan which we believe addresses the dual needs of meeting all audit requirements and providing substantive value to the ICLTC. Our work program specifies the data elements to be sampled, documents to be reviewed, techniques that will be used, and administrative and operational management expertise that will be employed.

The tasks contained in the ICLTC audit includes determining compliance with statutory and regulatory requirements, following up on prior audit recommendations, assessing compliance with respect to the review of transit claimants, and assessing functional areas such as TDA fund allocation, transit plans and programming, productivity oversight of transit service, and reporting responsibilities. An administrative draft report will be developed for review, followed by preparation of the final audit report and presentations.

PERFORMANCE AUDIT OF INYO COUNTY LOCAL TRANSPORTATION COMMISSION

TASK 1: KICKOFF MEETING AND DATA COLLECTION

Objective: Conduct telephone kickoff meeting with ICLTC to communicate work scope and schedule, understand project expectations, and answer questions. Develop list of specific documents to be provided by ICLTC.

Approach: We will coordinate the kickoff meeting to:

- Introduce the PMC team.
- Review overall performance audit objectives.
- Clarify any aspects of our work plan, schedule, or approach.
- Clarify the roles and responsibilities of ICLTC and the consultant team.
- Discuss the study schedule and progress reporting.
- Initiate the data collection effort.

During the kickoff meeting, we intend to discuss the audit steps and schedule, as well as gain an understanding of some of the issues through discussion with ICLTC as the regional transportation funding agency.

As part of our initial communication, we will create a list of data needs and documents that traditionally have been used to help create a background assessment of the agency's performance and compliance over the past three years. Additional items may be identified as a result of the kickoff discussion. We will coordinate with ICLTC on the request for specific

information and documents necessary to complete the audit requirements. We will follow up with telephone calls to answer questions and clarify data needs. At a minimum, the types of information required will include the following:

1. Prior TDA performance audit
2. Annual budgets and financial and compliance audits
3. TDA and State Transit Assistance (STA) claims
4. Organizational chart, goals, objectives, policies, and procedures
5. Transit unmet needs documentation
6. Transportation Improvement Program documentation
7. Overall work plan
8. Response to prior performance audit recommendations

TASK 2: EVALUATE COMPLIANCE WITH TDA ADMINISTRATIVE PROCESSES

Objective: Evaluate the way in which ICLTC complies with requirements under the TDA.

Approach: The Caltrans *Performance Audit Guidebook* identifies a series of compliance requirements which must be met by regional transportation planning agencies, such as ICLTC. These comprise 14 specific requirements found in the Public Utilities Code and in the California Code of Regulations. Conformance with these requirements will be ascertained during this initial task.

With this in mind, we will review ICLTC's previous performance audit, relevant accounting records, internal documents such as Board of Directors meeting minutes and meeting minutes from relevant policy and technical advisory committees, and other pertinent information.

In addition, we will interview ICLTC staff to gain an understanding of the three-year trends in TDA funds. As part of this evaluation, we will conduct reviews to ensure that adequate documentation and instructions to claimants are available and that accurate records exist regarding apportionments and allocations to the claimants.

We will develop a matrix table of the 14 compliance requirements and document ICLTC's effort to meet each requirement.

TASK 3: FOLLOW UP ON PRIOR PERFORMANCE AUDIT RECOMMENDATIONS

Objective: Review prior performance audit recommendations and actions taken by ICLTC to implement the recommendations.

Approach: During this task, we will focus our activities in the following specific areas:

- **Obtain and Review Key Documents.** We will collect documents that contain prior recommendations and review the status of these recommendations. Possible key literature includes prior performance audits, recommendations submitted in management memorandums, and other performance evaluation documents.
- **Document Implementation of Recommendation.** We will follow up on the course of action taken by ICLTC to implement the recommendations.

  If ICLTC has implemented a recommendation, we will seek data to confirm implementation, discuss the effectiveness of and benefits from the recommendation, and discuss difficulties and costs associated with the recommendation. Significant accomplishments in implementing prior recommendations will be recognized.

  If ICLTC is currently implementing a recommendation, we will address the current status of implementation, as well as any difficulties and costs of implementation.

  If a recommendation has not been implemented, we will make a determination as to whether the recommendation is (a) no longer applicable due to changes in circumstances, with a clear statement of why, (b) infeasible, with a clear statement of why, or (c) still valid and should still be implemented. For each determination, we will draw conclusions on the implementation status of the recommendations. If the prior recommendation still deserves merit, we will include the recommendation in the current audit report.

  We will document evidence of implementation. Evidence may be contained in operator reports, memorandums, and documents or obtained by direct observation.

- **Disclose Results of Follow-Up Review.** We will document the results of the review and report the status of prior recommendations. For those recommendations that have been implemented, significant accomplishments from these prior recommendations will be recognized as well as difficulties and costs of implementation. The evidence used to confirm implementation will meet the standards for performance audit fieldwork.

TASK 4: CONDUCT INTERVIEWS AND DETAILED REVIEW OF RTPA FUNCTIONS

Objective: Determine operational and structural efficiencies and institutional relationships.

Approach: During this task, we will review ICLTC's organizational effectiveness through an analysis of the following specific areas, as suggested in the Caltrans *Performance Audit Guidelines*:

ICLTC Administration and Management. This will include examining the general management of the agency, identifying achievements and challenges, policies and goals, governing board activities, roles and staff functions, and overall work programs. We will interview ICLTC staff to identify any administrative and management issues of concern to them. We will investigate potential issues and make findings and possibly recommendations as part of the audit. Topics to be covered include:

- General administration
- Internal planning and achievement
- Governing board activities
- Personnel

Planning and Regional Coordination. This will include evaluating ICLTC's regional functions as an RTPA. It will include the practices and methods in which ICLTC prepares transportation and related planning documents. We will also examine the process ICLTC follows in managing transit plans and other transit projects in its area of jurisdiction. Topics to be covered include:

- RTP development and adoption
- RTP topics and implementation
- Transportation and transit planning and programming
- Information collection, generation, and distribution for use in the planning process.

Relationship with Related Agencies. We will interview ICLTC staff on its role in working with allied planning organizations such as neighboring RTPAs and Caltrans, as well as other local governmental agencies in ICLTC's jurisdiction and in adjacent areas where travel and development may have an impact on ICLTC's related responsibilities. We will contact these other agencies as necessary.

TDA Claims Processing and Transit Oversight. We will review the claims process and ICLTC's role in administrating the funds. Sample completed claims packets and accompanying documentation to substantiate the claims for TDA and STA funds will be collected and reviewed. We will evaluate compliance checklists and/or other supporting documents that are typically attached to the claims forms. Topics to be covered include:

- Transit productivity monitoring and evaluation
- Technical and managerial assistance to transit operators
- Assistance with TDA compliance
- TDA claim processing

Marketing and Transportation Alternatives. We will review the marketing and communication efforts provided by ICLTC of its regional transportation planning activities. We will review ICLTC's efforts to help keep the public informed about transportation issues and external events that influence travel and transportation choices.

Grant Management. This will include gaining an understanding of the level of grant administration and assistance provided by ICLTC for transportation revenue sources such as state and federal programs. We will review ICLTC's ability to secure discretionary funding sources that enhance and increase the availability and quality of transportation in the county. Topics to be covered include:

- Grant application coordination
- Grant application assistance
- Grant management and compliance

Finally, we will interview ICLTC staff, including executive and senior staff, to identify any administrative and management issues of concern. We will investigate potential issues and make findings and potential recommendations as part of the audit. As necessary, we will also conduct interviews with select individuals from ICLTC's standing committees to gauge their perspectives regarding the activities of the agency. This task may include interviews with public members and/or board members.

We will also interview external agencies on the local, regional, state, and/or federal level, if necessary, to clarify or validate the organizational effectiveness of ICLTC's administrative duties.

TASK 5: PREPARE DRAFT AND FINAL AUDIT REPORTS

Objective: Prepare an administrative draft for review, and then finalize the audit report.

Approach: The report will describe and summarize findings and recommendations regarding the review of compliance requirements, a follow-up review of prior performance audit recommendations, and a detailed review of ICLTC functions.

The report will be developed in a positive and easy-to-read manner to help management and staff improve operations and increase efficiency and cost effectiveness. We will organize the audit reports using the following areas as guidance:

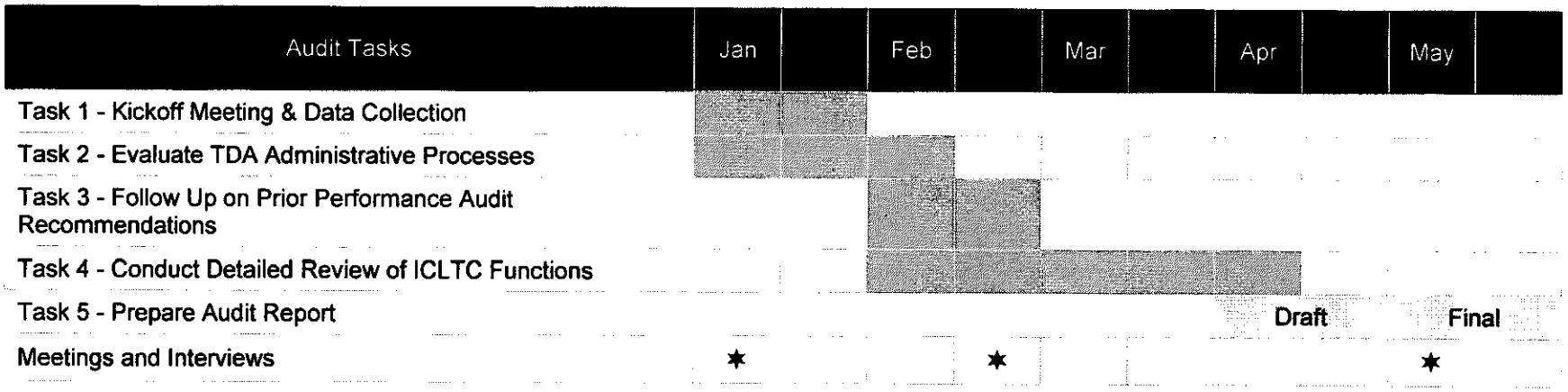
- Table of Contents
  - Listing of chapter headings and major sections
  - Tables and figures
  - Associated page numbers
- Executive Summary
  - Synopsis of key findings and recommendations
- Introduction
  - Agency's recent history, administrative and policy structure, budget, staffing, and nature of services provided
  - Overview of regulatory requirements
  - Approach and methods used in conducting the audit
- Audit Findings
  - Compliance review results
  - Status of prior recommendations
  - Results of functional review separated by subfunction
- Conclusions and Recommendations
  - Findings and recommendations
  - Strategies and follow-up actions to address performance issues

Product: Delivery of the administrative draft and final audit reports. We will provide the ICLTC project manager two (2) hard copies plus one (1) electronic PDF version of the administrative draft audit report by late April/early May 2013, for distribution, review, and comment. After we have received comments, we will prepare and deliver thirteen (13) bound copies of the report plus one (1) electronic PDF version of the final report by May 31, 2013.

We will retain all work-papers and records for a minimum period of three years from the date the final audit report is accepted.

SCHEDULE

The proposed schedule for the audits is shown below. We will follow the general schedule parameters described in the RFP and complete all audit tasks no later than May 31, 2013.



7. PRICE PROPOSAL

PMC proposes a lump sum budget of $11,000 to conduct the performance audit. Detailed costs by task are shown in the table below.

Audit Tasks	D. Wong Project Manager		R. Williams Assoc. Planner		Administrative		Total	
Task 1 - Kickoff Meeting & Data Collection	2	$260	2	$180		$0	4	$440
Task 2 - Evaluate TDA Administrative Processes	8	$1,040	2	$180		$0	10	$1,220
Task 3 - Follow Up on Prior Performance Audit Recommendations	1	$130	1	$90		$0	2	$220
Task 4 - Conduct Detailed Review of ICLTC Functions	24	$3,120	8	$720		$0	32	$3,840
Task 5 - Prepare Audit Report	29	$3,770	16	$1,440	1	$70	46	$5,280
Total Labor	**64**	**$8,320**	**29**	**$2,610**	**1**	**$70**	**94**	**$11,000**

Overhead rate is 170% of base rate. Hourly rate shown in the budget table reflects fully loaded rate.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND PMC
FOR THE PROVISION OF Consulting **SERVICES**

TERM:

FROM: January 22, 2013 **TO:** August 31, 2013

FORM W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND PMC
FOR THE PROVISION OF Consulting **SERVICES**

TERM:

FROM: January 22, 2013 **TO:** August 31, 2013

SEE ATTACHED INSURANCE PROVISIONS

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: Public Works Department

FOR THE BOARD MEETING OF: January 22, 2013

SUBJECT: For transportation purposes, consider expanding the urban area boundary around the census designated area that includes the City of Bishop.

DEPARTMENTAL RECOMMENDATIONS:
Approve a resolution expanding the urban area designation for the Bishop area.

SUMMARY DISCUSSION:
Federal transportation legislation allows responsible state and local officials through cooperative efforts, and subject to approval by the Secretary of Transportation, to adjust the Census boundaries for an urban area (for populations of 5,000 and above) outward, as long as they encompass, at a minimum, the entire Census Designated area.

Bishop is the only urban area in Inyo County that has more than 5,000 people. The way the census urban area boundary is on the ground, there are several roads where part of the road is in the urban area and part is outside of it. The location of the road changes the functional classification for the road. The functional classification effects the type of funding that can be used for a future roadway reconstruction project. This only applies to roads that are currently outside of the urban area that are designated as minor collectors. If these roads are added to the urban area boundaries, minor collectors automatically become major collectors. The major collector then becomes available for federal funding. The two typed of funding are Federal funding through the Federal Highway Administration or State only funding. In general the federal funding should provide more funding options for the County, though it also requires a more rigorous environmental review and more paperwork. State only funds are in short supply and high demand at the State level. The State attempts to make as many projects as possible federally funded.

Reasons for adjusting urban area boundaries for transportation planning purposes often relate to a need for consistency or geographic continuity. For example, it may be logical to include, as part of an urban area, a roadway that is used by urban residents but that is located just outside the current urban area boundary. Or, to designate, as urban, a rural pocket in the middle of an urban area, or to make adjustments to address alternating patterns of rural and urban-designated areas. Lastly, large, low density land uses on the urban fringe that serve the urban population such as airports, industrial parks, regional shopping centers and other urban attractions may also be included in an urban area.

Staff is proposing the following three changes in the Bishop area.

1. Area near the intersection of Brockman and Dixon Lanes – the census map follows a canal and cuts off the area near the intersection of the two roads. This means that the area near the intersection has a functional classification of minor collector whereas the remainder of the road has a functional classification of being a major collector. Minor collectors are ineligible to receive

federal funding. Staff also proposes to extend the boundary along Dixon Lane to US 6. Changing the boundary in these two places would make the entire length of both roads a major collector.

2. Red Hill and Ed Powers Roads – the easterly portion of Red Hill Road is in the small urban census designation. Staff proposes to include all of Red Hill and Ed Powers Roads in the small urban designation. This would change the entire length of these roads as major collectors. An additional justification for this would be the inclusion of Cerro Coso Community College in the urban area.
3. Airport Road is currently a minor collector. This road provides service to an important multi modal center outside of the urban core. As such, designating it as a major collector would make it available for federal funding.

Here is a list of minor collectors in the general Bishop area.

- Birchim Lane
- Round Valley Road
- Sawmill Road
- Starlite Drive
- Red Hill Road
- Ed Powers Road
- Airport Road
- Gerkin Road (south of Collins Road)
- East Bishop Creek Road

The County could choose to expand the small urban boundary to include all of these roads. However, this would significantly expand the small urban area boundary and it would include a large amount of open space land that is not likely to be developed in the next ten years. It would provide a link to several significant housing nodes in the County. This seems like it would stretch the definitions for what is an urban area. This might lead to the Federal Highway Administration denying the change to the urban area boundaries. The routes recommended to be included in the expansion are included because they either resolve an inconsistency that will make for a more clear funding picture or, in the case of Airport Road; it is clearly described as being an eligible expansion of the urban area boundary. The expansion of the urban area will not change the shape of any census designated places, this is only for transportation purposes.

It is important to note that this is not the only opportunity the County has to change the functional classification of a road. The County can apply to change the functional classification of a road at any time. The change requires the approval of Caltrans District 9. In some instances this will not be difficult. Ed Powers and Red Hill Road provide an important connection between US 395 and State Route 168 and receive enough traffic to be considered major collectors.

ALTERNATIVES:

1. Not expand the urban growth area boundary for the Bishop area. The County can apply for changing specific roads from being minor collectors to being major collectors. It is unclear if the County will pursue federal funding for the roads in the expanded small urban area within the next ten years.
2. Expand the growth area beyond what staff recommends. This would make several other roads eligible for federal funding.

3. Alter the staff recommendation by adjusting the boundary. Staff can change the boundary per the Board's direction.

OTHER AGENCY INVOLVEMENT:
Caltrans and the Federal Highway Administration

FINANCING:
No additional financing is required. The time to complete this staff report was funded by the Local Transportation Commission.

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 1-16-13

Attachments:

- Proposed Resolution
- Map showing Proposed Expansion of Urban Area Boundary
- Vicinity Map showing Minor Collector roads near Bishop
- Urban Area Boundary Concepts

RESOLUTION NO. 2013- __

A RESOLUTION REGARDING THE ADJUSTMENT OF 2010 CENSUS DESIGNATED URBAN BOUNDARIES FOR TRANSPORTATION PURPOSES

WHEREAS, Section 101(a) of Title 23 U.S. Code allows for the State and local officials in cooperation with each other to adjust the Census designated urban area boundaries, subject to approval by the Secretary of Transportation; and

WHEREAS, the California Department of Transportation, on behalf of the Federal Highway Administration, requested the County of Inyo to adjust the 2010 Census Designated Urban Boundaries if necessary; and

NOW THEREFORE BE IT RESOLVED, that Board of Supervisors of the County of Inyo approves the adjusted urban area for Bishop and authorizes submittal to the California Department of Transportation on January 22, 2013.

NOW THEREFORE BE IT RESOLVED, that the portion of Pangborn Lane described above and displayed in Attachment A to this Resolution is vacated as of the date this Resolution is recorded and this roadway no longer constitutes a street, highway, or public service easement.

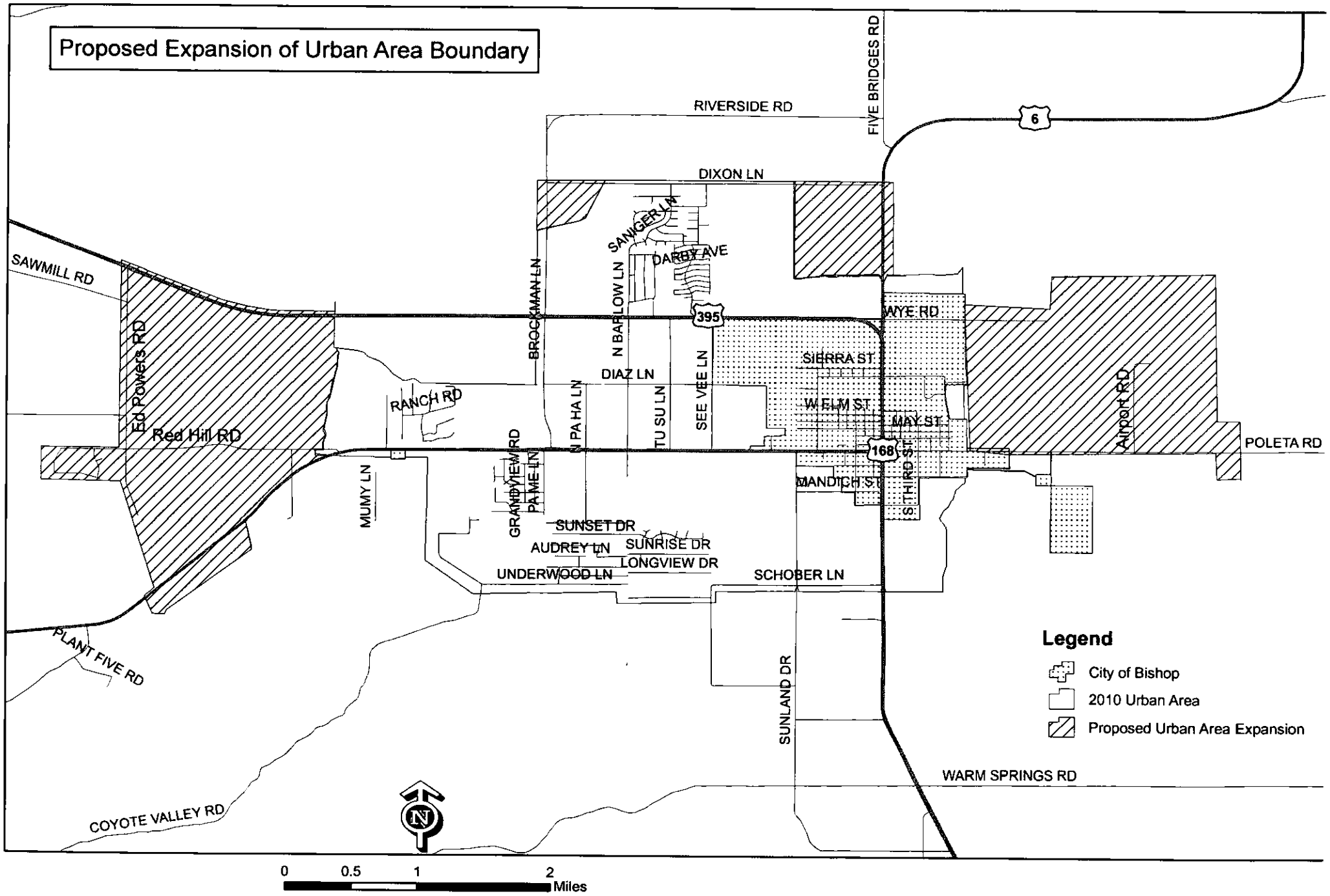
PASSED AND ADOPTED THIS 22nd DAY OF JANUARY 2013, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

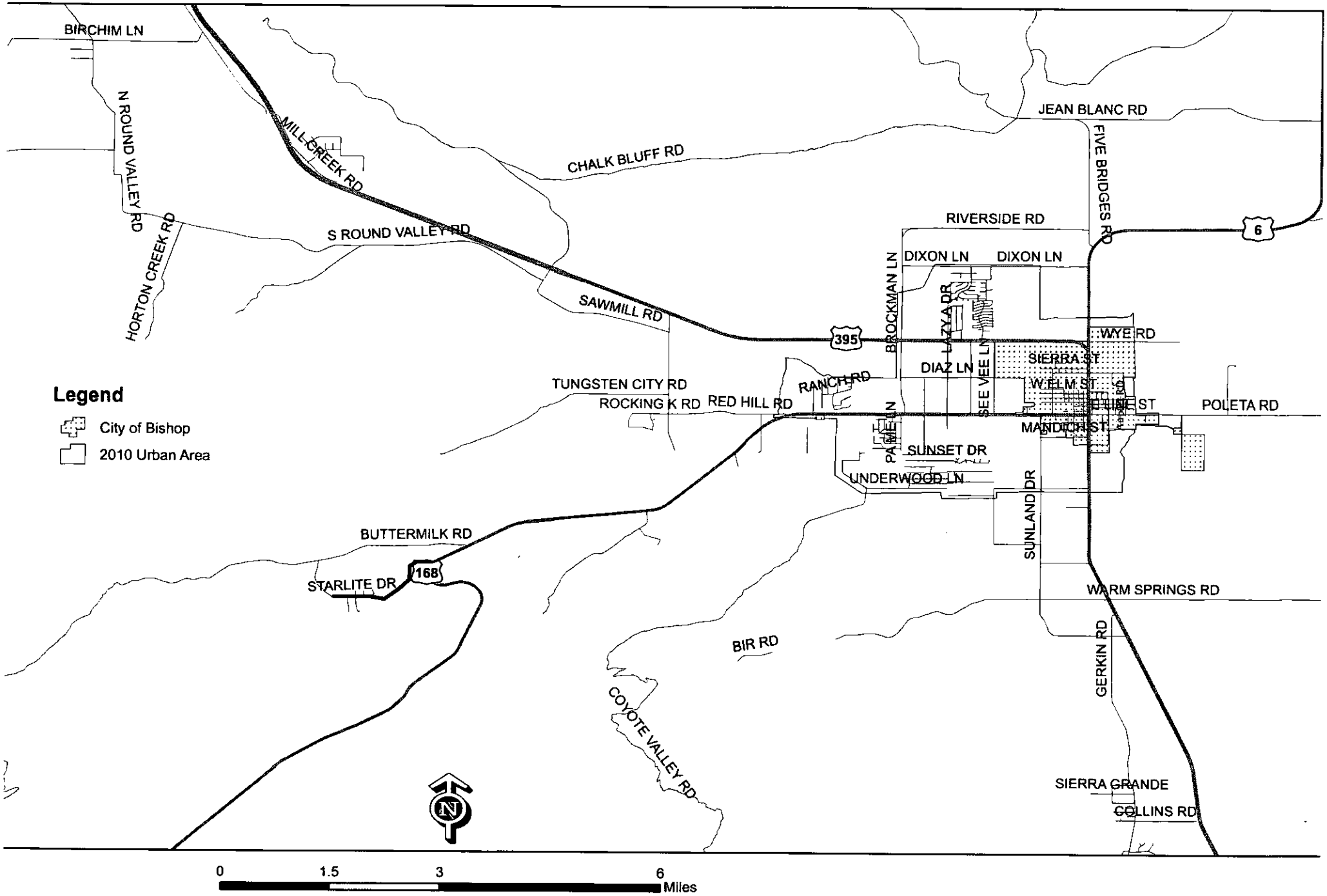
_____
Linda Arcularius, Chair
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio
CLERK OF THE BOARD

By: _____
Assistant


Proposed Expansion of Urban Area Boundary
RIVERSIDE RD
FIVE BRIDGES RD
6
DIXON LN
SANGER LN
DARBY AVE
SAWMILL RD
BROCKMAN LN
N BARLOW LN
395
WYE RD
Ed Powers RD
SIERRA ST
DIAZ LN
SEE VEE LN
RANCH RD
W ELM ST
MAY ST
Airport RD
Red Hill RD
N PA HA LN
TU SU LN
168
POLETA RD
GRANDVIEW RD
PA ME LN
MANDICH ST
S. THIRD ST
MUMY LN
SUNSET DR
AUDREY LN
SUNRISE DR
LONGVIEW DR
UNDERWOOD LN
SCHOBER LN
PLANT FIVE RD
SUNLAND DR
Legend
City of Bishop
2010 Urban Area
Proposed Urban Area Expansion
WARM SPRINGS RD
COYOTE VALLEY RD
N
0
0.5
1
2
Miles

Vicinity Map



1 ADJUSTED URBAN AREA BOUNDARY CONCEPTS

1.1 Introduction

Many Federal transportation programs and policies rely upon a clear and well-documented distinction between urban and rural areas. Urban and rural areas are explicitly defined by the Census Bureau according to specific population, density and related criteria.

Very rigid technical definitions define the urban and rural areas. From these technical definitions, irregularities and boundaries that are separated from or inconsistent with transportation features may result. For their transportation purposes, States have the option of using Census-defined boundaries exclusively, or they may adjust the Census-defined boundaries to be more consistent with transportation needs. States, in coordination with local planning partners, may *adjust* the urban area boundaries so fringe areas having "...residential, commercial, industrial, and/or national defense significance", as noted in the December 9, 1991 Federal-Aid Policy Guide, are included.

Reasons for adjusting urban area boundaries for transportation planning purposes often relate to a need for consistency or geographic continuity. For example, it may be logical to include, as part of an urban area, a roadway that is used by urban residents but that is located just outside the current urban area boundary. Or, to designate, as urban, a rural pocket in the middle of an urban area, or to make adjustments to address alternating patterns of rural and urban-designated areas. Lastly, large, low density land uses on the urban fringe that serve the urban population such as airports, industrial parks, regional shopping centers and other urban attractions may also be included in an urban area.

The authority to establish the geographic definitions is set forth in Section 101(a) of Title 23 U.S.C. and subsequent guidance has been provided in 23 CFR 470 and in FHWA policy documents. This chapter is intended to assemble and complete all previous policy given by FHWA for establishing urban area boundaries.

1.2 Defining Urban and Rural

The following provides State and regional transportation planners a set of clear definitions of urban and rural, in the context of the Federal transportation planning process.

The terms urban and rural mean different things to different people, and in many cases their definitions differ depending upon the context in which they are used. At their core, the concepts of *urban* and *rural* are clear; urban areas are considered to have *dense* development patterns, while rural areas are considered to have *sparse* development patterns (see **Figure 1-1**).

Figure 1-1: Prototypical Urban and Rural Areas

Urban **Rural**

Source: CDM Smith

1.2.1.1 Federal Highway Administration Area Definitions

The Census Bureau defines urban areas solely for the purpose of tabulating and presenting Census Bureau statistical data. However, a number of Federal agency programs use the Census definitions as the starting point (if not the basis) for implementing and determining eligibility for a variety of their funding programs.

There are differences in the way FHWA and the Census Bureau define and describe urban and rural areas. According to FHWA's definitions, based on 23 U.S.C. 101(a), areas of population greater than 5,000 and above can qualify as urban.

Table 1-1: FHWA Urban Area Types defined by Population Range

FHWA Area Definition	Population Range	Subject to FHWA Urban Area Boundary Adjustments
Urban Area	5,000+	Yes
Small Urban Area (From Clusters)	5,000-49,999	Yes
Urbanized Area	50,000+	Yes

Federal transportation legislation allows for the outward adjustment of Census Bureau defined urban boundaries (of population 5,000 and above) as the basis for development of *adjusted* urban area boundaries for transportation planning purposes, through the cooperative efforts of State and local officials. By Federal rule, these adjusted urban area boundaries must encompass the entire Census-designated urban area (of population 5,000 and above) and are subject to approval by the Secretary of Transportation (23 USC 101(a)(36) -(37) and 49 USC 5302(a)(16) - (17)).

For the purposes of the boundary adjustment process, the term *Adjusted Urban Area Boundaries* to refer to the FHWA boundary adjustment process in all areas of 5,000 population and above.

1.3 Relationship to Functional Classification

Recent changes to FHWA policy have normalized the concepts of urban boundaries and functional classification to improve consistency. Twelve unnormalized classes have been normalized and expanded to fourteen combinations of seven pure functional classes and two area types. The combined classification of a given roadway will now come from two separate attributes -- functional system and area type. As an example, a roadway classified as a minor arterial that happens to be in an urban area has a combined classification of urban minor arterial. There is no change in the definitions of the functionally-classified roads. Nor does this in any way change the eligibility of rural and urban-classified roads for Federal programs and policies, or how highway statistics are reported.

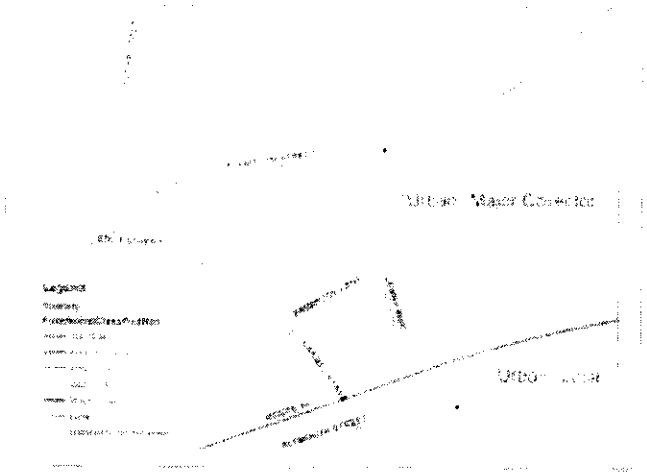
However, this change in conceptualization provides an opportunity to clarify how functional classifications at the boundaries of urban/rural areas should be treated:

1. The previous practice in some States of automatically changing the functional classification of a route that crosses into or out of an adjusted urban area boundary should be phased out and eliminated. Upgrading due to an actual change in function should be the operative criterion.
2. Special attention should be paid to locations at which roadways and boundaries are in close proximity. The Adjusted Urban Area Boundary should be designed to eliminate or minimize a roadway's snaking in and out of the boundary. In these cases, as the boundary is adjusted, it needs to be clearly defined that the road is either in or out. This adjustment serves to maintain consistent designation of these peripheral routes and avoids the situation of a roadway alternating between urban and rural designations. Special care should be taken when developing the boundary so that spatial consistency is maintained with the roadways and associated attributes. (**Figure 1-3**)

3. Roads that define a boundary should be considered consistently urban or rural, and it is strongly recommended that these roadways are carefully evaluated before they are included in or out of the adjusted urban area boundary. In the graphic below, Plympton Street, a major collector, defines the adjusted urban area boundary, and is considered to be an urban major collector, while Plymouth Street, a local roadway, is considered to be an urban local road.

While the urban/rural designation is independent of the functional classification, it is important to recognize that the adjusted urban area boundary is a significant factor in developing the functional classification of a road in an urban/rural context.

Figure 1-2: Example of roadway coincident with Adjusted Urban Area



Source: CDM Smith 2012; Data provided by Massachusetts Department of Transportation

1.4 Developing Adjusted Urban Area Boundaries

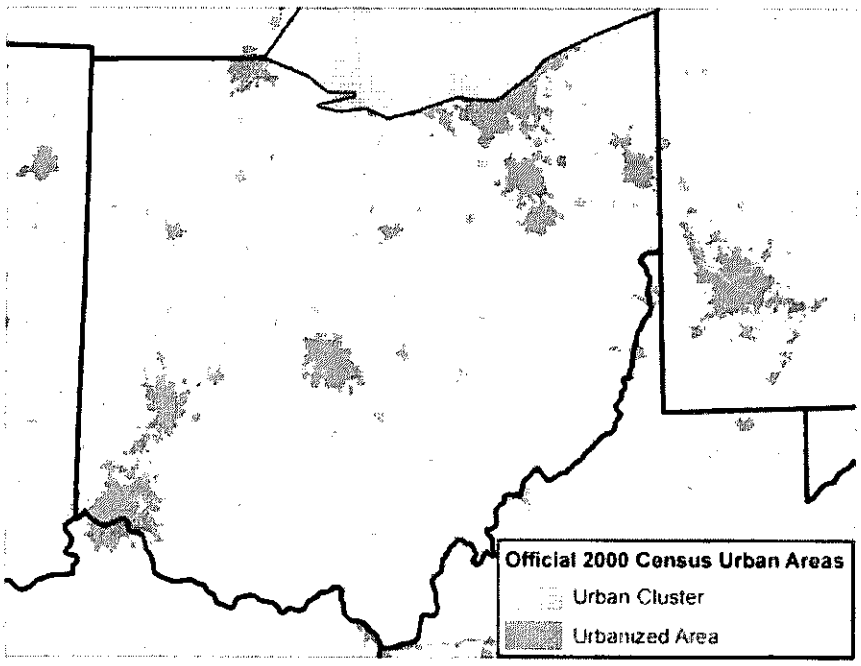
This section outlines a series of recommended technical and procedural steps to develop adjusted urban area boundaries. These tasks should be conducted through a collaborative effort between State Departments of Transportation and their local planning partners.

As described previously, there is no requirement to adjust the Census urban boundaries. States may adopt the Census boundaries as is, or they may adjust them for transportation planning purposes. The only official requirement is that an adjusted boundary includes the original urban area boundary defined by the Census Bureau in its entirety. In other words, any adjustment must expand, not contract, the Census Bureau urban area boundary.

1.4.1 Adjusted Urban Area Boundaries – Technical Tasks

The first step in defining the adjusted urban area boundaries is to obtain the U.S. Census urban area geospatial boundary files.

Figure 1-3: 2000 Census Urban Cluster and Urbanized Areas (Ohio and vicinity)



Source: Arizona Department of Transportation; http://azdot.gov/mpd/gis/fclass/urban.asp

These urban area boundary files should edited in GIS. Additional GIS layers should also be gathered from the same year as the decennial census (e.g., 2010) or of similar vintage. Potentially useful GIS layers include:

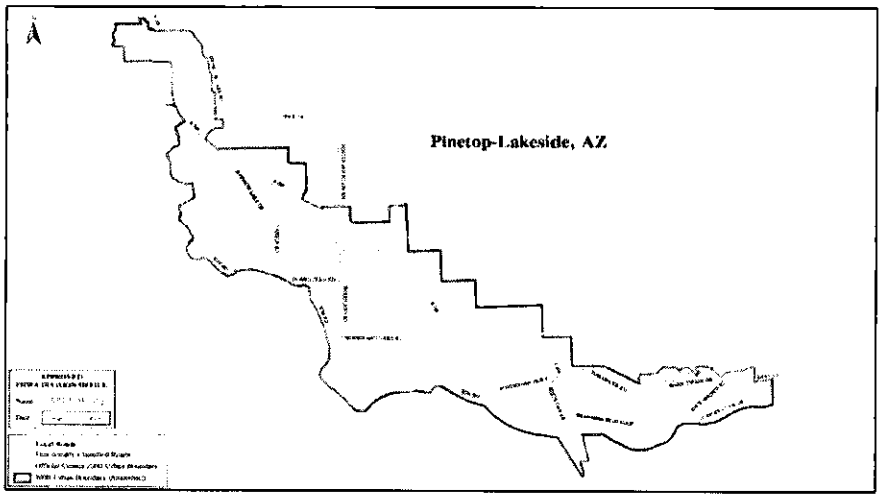
- Land Use, including areas of recent growth
- Roadway Network
- Railroads
- Transit Routes
- Ports (e.g., airports, seaports)
- Military installations
- Other significant traffic generators
- Hydrography
- Municipal boundaries (i.e., incorporated areas)
- Digital Orthophotography

1.4.2 Consideration Factors for Adjusting Urban Areas

When adjusting the urban areas, a variety of factors should be considered. The list below describes these factors and includes an example for each. All examples are courtesy of the Arizona or Massachusetts Department of Transportation.

1. **The adjusted urban area boundary will encompass the entire urban area (of population 5,000 or greater) as designated by the Bureau of Census.**

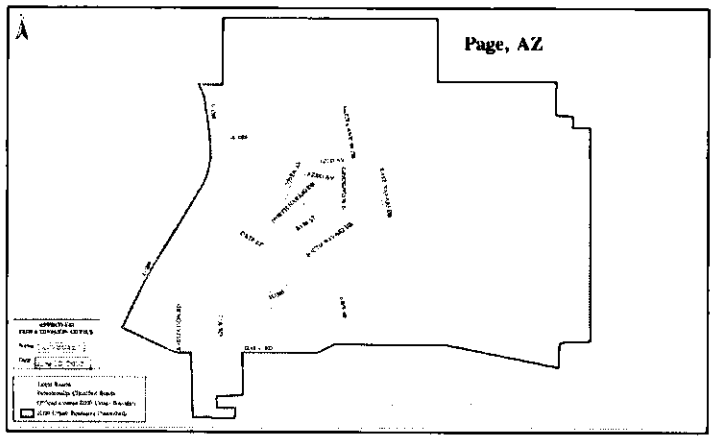
   In the example that follows, no part of the original urban area was removed.



Source: Arizona Department of Transportation; http://azdot.gov/mpd/gis/fclass/urban.asp

The adjusted urban area boundary will be one, single contiguous area.

In the example below, the new boundary, like the original Census boundary, is a single contiguous area without any holes or discontinuities, such that there is no rural area contained within the outer urban boundary.



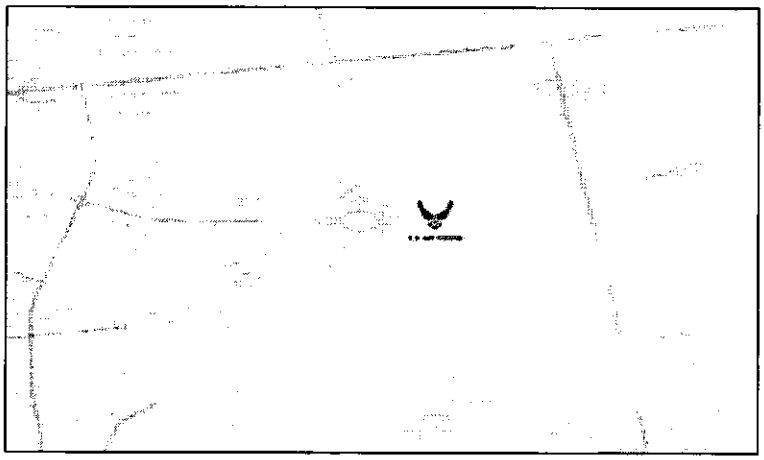
Source: Arizona Department of Transportation; http://azdot.gov/mpd/gis/fclass/urban.asp

2. **The Adjusted Urban Area Boundary may seek to include entire municipalities (i.e., incorporated areas) if the municipality has not extended its limits well beyond the Census urban area and the municipality is likely to become part of the urban area in the next decade.** Note: this situation may arise when a city has annexed a narrow buffered area along a roadway that extends for several miles outside of the urban area, or has a very aggressive annexation policy. In these situations, the urban area should not be extended to include the annexed territory.

In the example below, the urban area was extended to encompass the entire core municipality.

4. **The Adjusted Urban Area Boundary should encompass areas outside of municipal boundaries that have urban characteristics with residential, commercial, industrial, or national defense land uses that are consistent with or related to the development patterns with the boundary.**

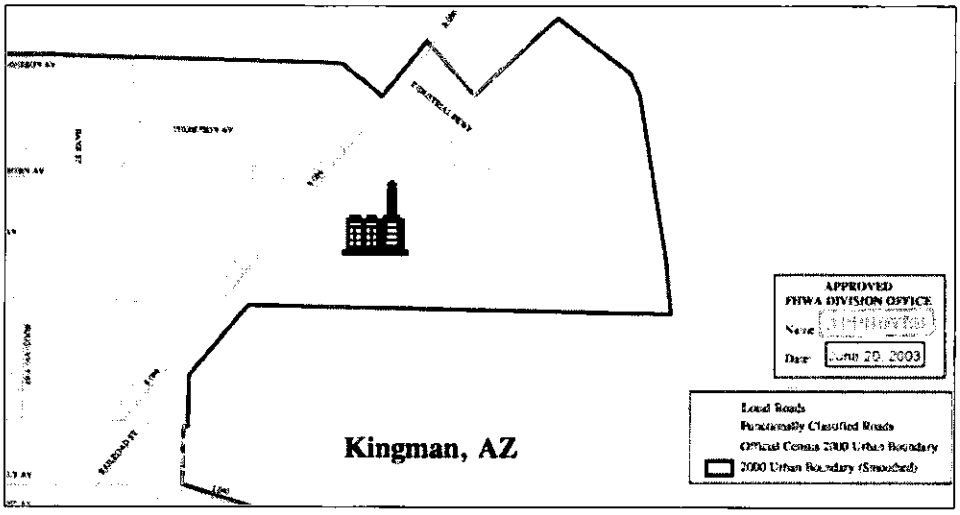
   In the example below, the urban area was expanded to cover the nearby Air Force base.



Source: Map created by CDM Smith, using data provided by MassDOT and U.S. 2000 Census.

4. **The FHWA adjusted Census urban area boundary should encompass all large traffic generators that are within a reasonable distance from the urban area (e.g., fringe area public parks, large places of assembly, large industrial plants, etc.).**

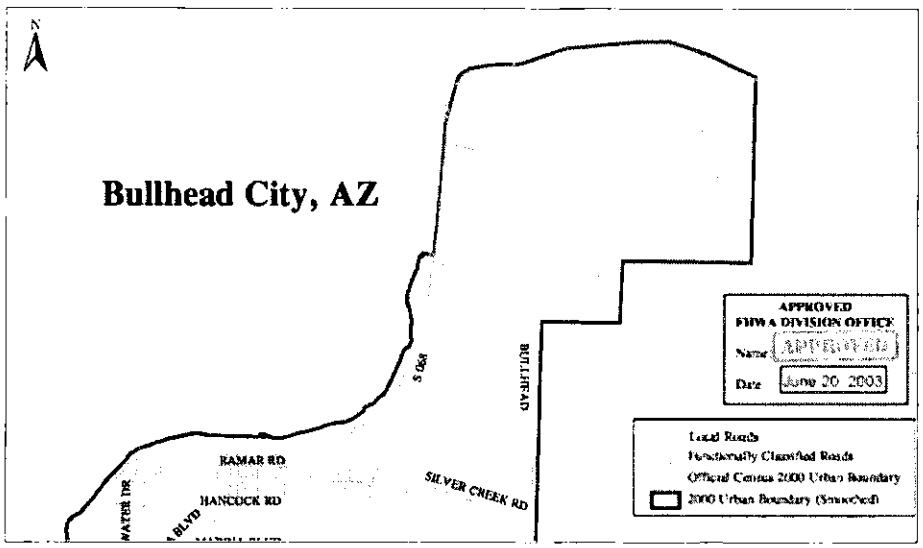
In the example below, the urban area was expanded to include the industrial area east of the Census urban area boundary.



Source: Arizona Department of Transportation; http://azdot.gov/mpd/gis/fclass/urban.asp *with overlay graphic by CDM Smith to identify industrial plant.*

5. **The adjusted Census urban area boundary should include areas of rapidly developing urbanization that lie within a reasonable distance from the urban area. Moreover, a review of local and regional plans should be conducted so that the boundary reflects expectations for the upcoming decade (i.e., until the next Census urban area boundary release), accounting for anticipated development, roadway construction, and city annexations.**

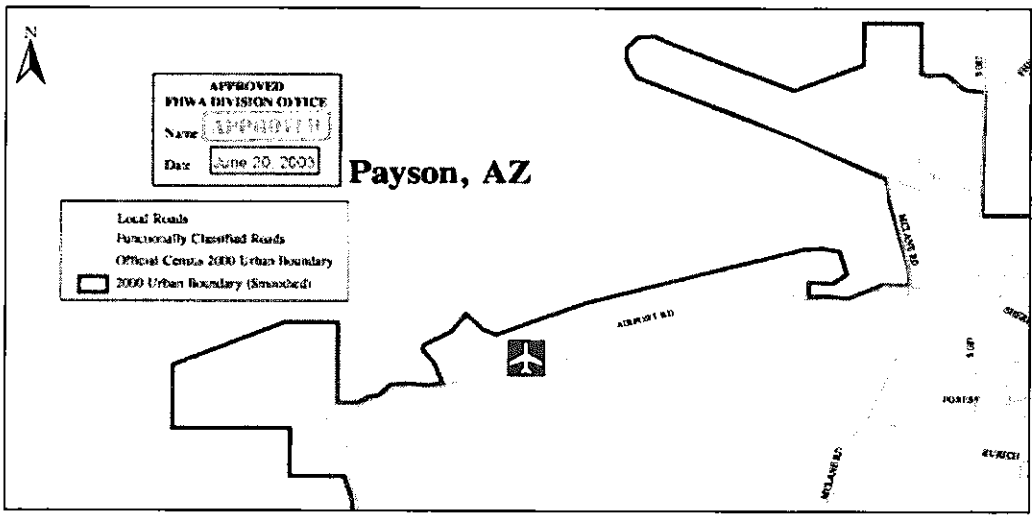
   In the example that follows, the urban area was expanded to include the rapidly developing urbanization to the northeast of the Census urban area boundary.



Source: Arizona Department of Transportation; http://azdot.gov/mpd/gis/fclass/urban.asp

6. **The adjusted urban area boundary should include transportation terminals and their access roads, if such terminals lie within a reasonable distance of the urban area (e.g., airports, seaports).**

In the example that follows, the urban area was expanded to include the airport to the west of the Census urban area boundary.

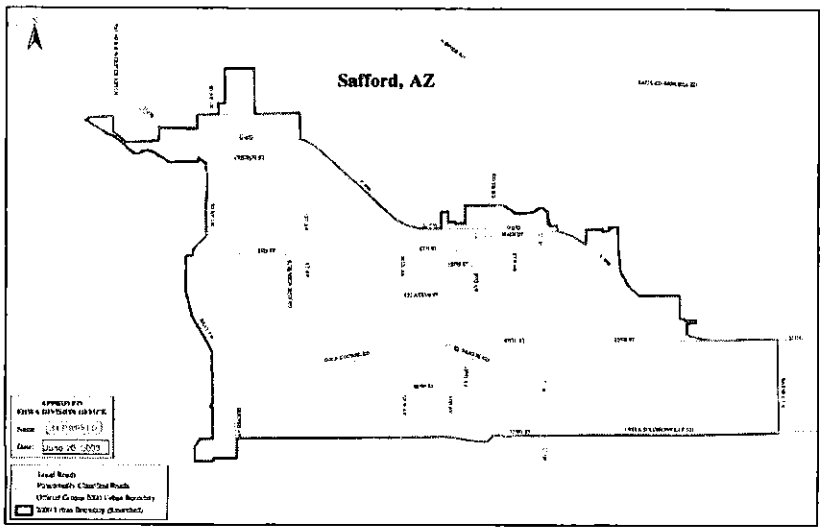


Source: Arizona Department of Transportation; http://azdot.gov/mpd/gis/fclass/urban.asp *with overlay graphic by CDM Smith to identify airport.*

7. **The Adjusted Urban Area Boundary should consider transit service routes (e.g., bus route, passenger rail line) in the placement of a boundary location. But their inclusion should not unduly distort the shape or composition of the original Census-defined urban area boundary.**

8. **The adjusted urban area boundary should be defined so that its physical location is easy to discern in the field from data shown on the map. Whenever possible, if the boundary is going to deviate from political jurisdictional boundaries, it should follow physical features (e.g., rivers, streams, irrigation canals, transmission lines, railroads, streets or highways). In instances where physical features are lacking, the boundary should cross at roadway intersections which are readily identifiable in the field.**

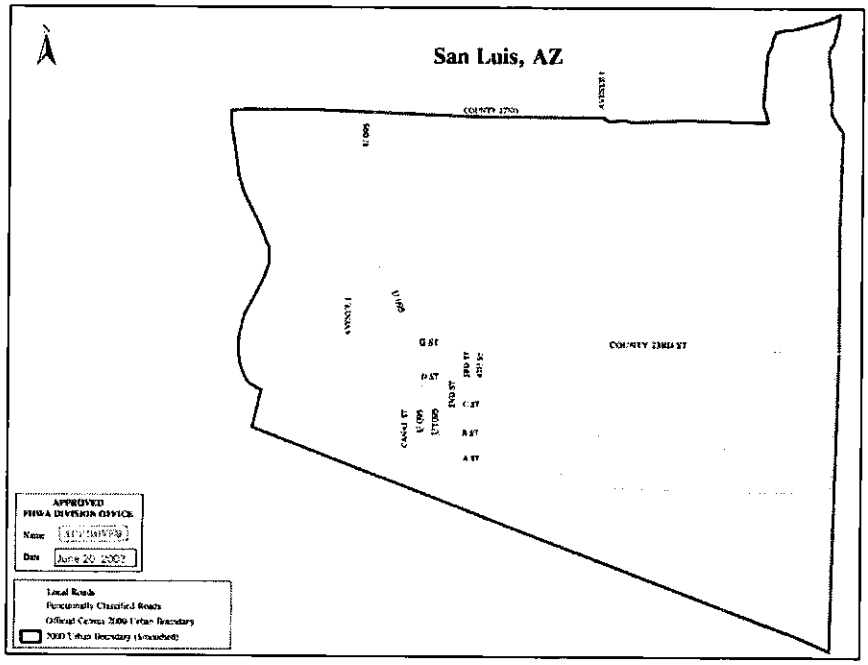
   In the example that follows, the boundary was adjusted to align with the major east-west roadway to the south.



Source: Arizona Department of Transportation

9. **After the adjusted urban area boundary has been defined using all the factors previously listed, remaining boundary irregularities should be minimized to avoid the confusion that irregular boundaries can create.**

   In the example below, the boundary was adjusted to be considerably less complex than the original irregular Census boundary.



Source: Arizona Department of Transportation; http://azdot.gov/mpd/gis/fclass/urban.asp

Additional recommendations regarding the adjustment of the urban area boundaries

- Adjusted urban area boundaries should be defined so that confusion or ambiguity is minimized. For example, a boundary should not be drawn in the middle of a divided highway. The divided highway should be either completely in or completely out of the urban area boundary.
- In instances where a roadway defines the boundary between two urban areas, the roadway should be clearly assigned to the urban area that the roadway primarily serves. If the roadway serves each urban area equally, a business rule should be developed that assigns the roadway appropriately.
- If access controlled roadways are used to define the adjusted urban area boundary, all ramps and interchanges should be either included or excluded concerning the adjusted urban area boundary, interchanges should not be divided by the AUAB.
- For coastal areas, if the intent of the adjusted urban area boundaries is to be reflective of the shoreline, then the generally accepted coastal boundaries most commonly used for geospatial processes such as spatial analysis or map-making should be used.

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: Coroner

FOR THE BOARD MEETING OF: January 22, 2013

SUBJECT: Approval of 2 (two) new FY 12/13 Coroner Contracts with the County of Inyo for autopsy services and approval of Amendment # 1 to the current Coroner Contract between the County of Inyo and Milton R Jones.

DEPARTMENTAL RECOMMENDATIONS:
Request your Board:

1) Approve contracts between the County of Inyo and the following, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained and the Board's adoption of future budgets:

   (a) Eva S. Wasef, M.D., for autopsy services for the term of January 14, 2013 through December 31, 2013 for a total contract amount not to exceed $10,000.00;

   (b) Kenneth L. Saeger, M.D., for autopsy services for the term of January 14, 2013 through December 31, 2013 for a total contract amount not to exceed $10,000.00.

2) Approve Amendment #1 to the contract between the County of Inyo and Milton R. Jones, M.D., decreasing the contract amount by $20,000.00, for a total contract amount not to exceed $19, 375.00, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained and the Boards adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Due to the lack of availability of Dr. Jones to provide/perform autopsy services for the past month, I have contracted with the pathologists at Northern Inyo Hospital to provide this service. One of the two new pathologists will be available any day of the year. When Dr. Jones is fully available, he will provide his services at our Lone Pine facility (20-24 autopsies per year). If Dr. Jones is unavailable, the bodies will need to be transported to the Bishop location for autopsy.

ALTERNATIVES:
Your Board could approve the contracts and amendment as submitted or could disapprove the contracts and amendment and advise staff of further direction. This action is not recommended, because these services are critical to the Coroner's function.

OTHER AGENCY INVOLVEMENT:

FINANCING:
Funding for these two new Coroner contracts will be offset by the amendment to reduce Dr. Jones' current contract. These funds are included in the FY 12/13 Board approved Coroner's Budget #022600, Object Code #5265. Approving these new contracts, and changes to Dr. Jones' current contract, will have no effect on Net County Costs for FY 2012/2013.

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 1/17/13
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 1/17/13
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: Leon B. Brune Date: 01/17/2013
(Not to be signed until all approvals are received)

AGREEMENT BETWEEN COUNTY OF INYO
AND Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Autopsy services of Eva S. Wasef, M.D. of San Marino, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from 01/14/2013, _____ to 12/31/2013, _____ unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed 10,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $ 500,000 per accident for bodily injury and property damage.

3. Employer's Liability: $ 1,000,000 per accident for bodily injury or disease.

4. Errors and Omissions Liability: $ 1,000,000 per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).

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

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts

during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo:

Coroner	Department
325 West Elm St.	Street
Bishop, CA 93514	City and State

Contractor:

Eva S. Wasef, M. D.	Name
1775 Chelsea Rd.	Street
San Marino, CA 91108	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Eva S. Wasef, M.D.
FOR THE PROVISION OF _____ **SERVICES**

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

COUNTY OF INYO:

By: _____

Dated: _____

CONTRACTOR:

By: Eva S. Wasef, M
Type or Print Name

Eva Swasef
Signature

Dated: 1/14/13

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 INSURANCE REQUIREMENTS:

_____
County Risk Manager

iC:Contracts/MiscContracts/PhysII.116

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 01/14/2013 **TO:** 12/31/2013

SCOPE OF WORK:

Autopsy Services

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 01/14/2013 **TO:** 12/31/2013

SCHEDULE OF FEES:

Gross Complete Autopsy	$1,000.00
External examination and review of medical records to determine the cause of death.	500.00
Reimbursement of other required charges to determine the cause of death....example, Microscopic tests	As Billed

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 01/14/2013 **TO:** 12/31/2013

FORM W-9

Request for Taxpayer
Identification Number and Certification
(See attached)

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

The Medical Board of California
2005 Evergreen Street, Suite 1200
Sacramento, CA 95815

PHYSICIAN AND SURGEON

CERTIFICATE NO. **A34605** EXPIRATION **10/31/2013**

EVA SARKIS WASEF
METHODIST HOSP OF SOUTHERN CA
300 W HUNTINGTON
ARCADIA CA 91007

ORIGINAL ISSUANCE DATE
10/15/1979

RECEIPT NO.
90090612

AGREEMENT BETWEEN COUNTY OF INYO
AND Kenneth L. Saeger, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Autopsy services of Kenneth L. Saeger, M.D. of La Canada, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from 01/14/2013, _____ to 12/31/2013, _____ unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed 10,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): $ 1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $ 500,000 per accident for bodily injury and property damage.

3. Employer's Liability: $ 1,000,000 per accident for bodily injury or disease.

4. Errors and Omissions Liability: $ 1,000,000 per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).

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

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts

during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo:

Coroner	Department
325 West Elm St.	Street
Bishop, CA 93514	City and State

Contractor:

Kenneth L. Saeger, M.D.	Name
4800 Indianola Way	Street
La Canada, CA 91011	City and State

26. ENTIRE AGREEMENT.

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

////

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AGREEMENT BETWEEN COUNTY OF INYO
AND Kenneth L. Saeger, M. D.
FOR THE PROVISION OF Autopsy **SERVICES**

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

COUNTY OF INYO:

By: _____

Dated: _____

CONTRACTOR:

By: Kenneth L. Saeger
Type or Print Name

Kenneth L Saeger
Signature

Dated: Jan 10, 2013

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 INSURANCE REQUIREMENTS:

_____
County Risk Manager

iC:Contracts/MiscContracts/PhysII.116

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Kenneth L. Saeger, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 01/14/2013 **TO:** 12/31/2013

SCOPE OF WORK:

Autopsy Services

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Kenneth L. Saeger, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 01/14/2013 **TO:** 12/31/2013

SCHEDULE OF FEES:

Gross Complete Autopsy	$1,000.00
External examination and review of medical records to determine the cause of death	500.00
Reimbursement of other required charges to determine the cause of death ... Example: Microscopic tests	As Billed

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Kenneth L. Saeger, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 01/14/2013 **TO:** 12/31/2013

FORM W-9

Request for Taxpayer
Identification Number and Certification
(See attached)

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Milton R. Jones, M.D.
FOR THE PROVISION OF Autopsy Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Milton R. Jones, M.D. of Lone Pine, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated December 18, 2012, on County of Inyo Standard Contract No.116 for the term from January 1, 2013 to December 31, 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:

3. CONSIDERATION.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $19,375.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is_____.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Milton R. Jones, M.D.
FOR THE PROVISION OF Autopsy Services

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

COUNTY OF INYO

By:_____

Dated:_____

CONTRACTOR

By:_____
Signature

_____
Type or Print

Dated:_____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Probation Department

FOR THE BOARD MEETING OF: January 22, 2013

SUBJECT: University of Cincinnati EPICS Training for Probation Officers - Contract

DEPARTMENTAL RECOMMENDATION: Request Board ratify the contract between the County of Inyo and the University of Cincinnati, School of Criminal Justice for training on Effective Practices for Correctional Supervision (EPICS) to the Probation Officers in an amount not to exceed $18,000 for the period of December 1, 2012 through June 30, 2013, contingent upon the approval of mid-year budget and obtaining the appropriate signatures; and, authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: With the implementation of AB109 and evidence based practices, the Probation Department has gone through many procedural changes and will continue to fine tune the needs of the Department and those skills of the Probation Officers as the Department moves forward. Although Deputy Probation Officers have gone through intensive training on various assessment tools over the past year, additional training is needed. Effective Practices for Correctional Supervision (EPICS) is a model used to teach probation and parole officers how to apply principles of effective intervention to community supervision practices. Principles of effective intervention include core correctional practices such as relationship skills, cognitive restructuring, structured skill building, problem solving, reinforcement and use of authority. Practicing EPICS within the Probation Department assists a Probation Officer in developing and implementing a case management plan targeting the criminogenic needs of higher risk offenders. The result of using the EPICS model, along with other programming and services, in other jurisdictions, has shown that probation and parole officers are successfully addressing criminogenic needs and changing offenders in a positive way.

The University of Cincinnati, Center for Criminal Justice Research at the School of Criminal Justice developed the EPICS model and is the expert in training probation and parole officers on this model. Training includes three (3) days of didactic presentation and practice of concepts and skills; a pre-video conference with supervisors; and five (5) quality assurance sessions to provide supervision, guidance, constructive critiques and support to those Officers.

The cost to train up to 30 staff including supervisors in the EPICS process is $18,000. The price is all inclusive of training materials, travel, salaries, benefits and administrative costs. The 3-day EPICS training would be opened up to Juvenile Center Group Counselors. If space is available, the 3-day class may be opened up to other County Departments, such as Health & Human Services, who have a direct relationship with the Adult and/or Juvenile offender. EPICS training would be scheduled in early February 2013.

Attached is the contract between the Inyo County Probation Department and the University of Cincinnati.

This Department recently received notification that our CalEMA Grant period has been extended to expire on March 31, 2013 and that we can use CalEMA Grant monies to cover the cost of this EPICS training contract. Appropriation changes will be made to the Probation Budget 023000 at mid-year budget review.

Lastly, 19.5 hours of EPICS training over a three (3) day period would count towards a portion of the yearly required Standards and Training for Corrections (STC) training that is required for Probation Officers and Group Counselors.

ALTERNATIVES: The Board could deny entering into a contract with University of Cincinnati; however, this would prevent the necessary training that is needed for the Probation Officers and Group Counselors to effectively perform their job.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: CalEMA Grant monies will be used to cover the cost in the Probation Budget 023000, Professional Services 5265 expenditure. Appropriation changes will be made to the Budget at mid-year budget review.

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 1/15/2013
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: YES Date 1/15/13
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: 11/16/13

AGREEMENT BETWEEN COUNTY OF INYO
AND UNIVERSITY OF CINCINNATI
FOR THE PROVISION OF EPICS TRAINING **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the EPICs training services of University of Cincinnati of Cincinnati, Ohio hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall be from December 1, 2012 to June 30, 2013 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of Eighteen thousand Dollars and no/100 ---------- cents ($ 18,000.00) for performance of all of the services and completion of all of the work described in Attachment A.

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed Eighteen thousand and no/100 ---------- Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment **A**, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Probation	Department
918 North Main	Street
Bishop, CA 93514	City and State

Contractor:

University of Cincinnati	Name
P. O. box 210389	Street
Cincinnati, OH 45221-0389	City and State

25. ENTIRE AGREEMENT.

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

AGREEMENT BETWEEN COUNTY OF INYO
AND UNIVERSITY OF CINCINNATI
FOR THE PROVISION OF EPICS TRAINING **SERVICES**

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

COUNTY OF INYO

By:_____

Dated:_____

CONTRACTOR

By:_____
Signature

_____
Type or Print Name

Dated:_____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND UNIVERSITY OF CINCINNATI
FOR THE PROVISION OF EPICS TRAINING **SERVICES**

TERM:

FROM: December 1, 2012 **TO:** June 30, 2013

SCOPE OF WORK:

The EPICS model is designed to use a combination of monitoring, referrals, and face-to-face interactions to provide the offender with a sufficient "dosage" of treatment interventions and make the best possible use of time to develop a collaborative working relationship. Furthermore, the model helps translate the risk, needs and responsivity principles into practice. Probation officers are taught to increase dosage to higher risk offenders, stay focused on criminogenic needs, especially the thought-behavior link, and to use a social learning, cognitive-behavioral approach to their interactions. The EPICS model is not intended to replace other programming and services, but rather is an attempt to more fully utilize probation officers as agents of change.

TRAINING SCHEDULE
EPICS is a three day training for probation/parole officers and supervisors. The three days include didactic presentation and practice of concepts and skills. A pre-video conference with the supervisors will be scheduled before the training. This video-conference session is specifically for supervisors and begins the process on how to provide supervision and support to the officers implementing these skills. The maximum number of participants is 30, including supervisors.

TRAINING MATERIALS
UC will distribute workbooks on Day 1 of the training. Supplemental materials including Thinking Reports, the ABC worksheet, and Cost-Benefit worksheet will be provided to training participants upon completion of the training. In addition, UC will also provide 10 audio recorders to be shared among the trained officers to record sessions for analysis by UC, and one set of Skill Cards will be provided to the agency.

QUALITY IMPROVEMENT SESSIONS
At the client's request, five quality assurance sessions will be held with all probation/parole officers and supervisors as part of the training. The first will be held within 2 months of the training. Video-conference capabilities are highly recommended. The calls continue the process of providing supervision and support to the officers as they begin implementing the skills. The calls also assist the supervisors on how to provide the aforementioned supervision and support to officers. Audio files submitted by officers will be anonymously reviewed during quality improvement sessions as well as skill steps and implementation barriers and plans. Officers and supervisors will participate in the first 45 minutes of each session, while only the supervisors will participate in the last 15 minutes.

COST
The cost to train up to 30 staff including supervisors in the EPICS process is $18,000. Price is all inclusive of training materials, travel, salaries, benefits and administrative costs.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND UNIVERSITY OF CINCINNATI
FOR THE PROVISION OF EPICS TRAINING **SERVICES**

TERM:

FROM: December 1, 2012 **TO:** June 30, 2013

FORM W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND UNIVERSITY OF CINCINNATI
FOR THE PROVISION OF EPICS TRAINING **SERVICES**

TERM:

FROM: December 1, 2012 **TO:** June 30, 2013

SEE ATTACHED ~~LICENSE~~ PROVISIONS
INSURANCE

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

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

Notice of Cancellation
Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

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

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

For Clerk's Use Only:
AGENDA NUMBER

12

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Probation Department (Juvenile Institutions) and County Administrative Officer

FOR THE BOARD MEETING OF: January 22, 2013

SUBJECT: Approval of contract to install upgraded security system at Juvenile Center

DEPARTMENTAL RECOMMENDATION: Request Board to:

1) declare American Security Group as a sole source provider;
2) amend the FY2012/13 Juvenile Institutions Budget (023100) as follows: increase estimated revenue in Operating Transfer In (Revenue Object Code 4998) by $37,196 and in State Other (Revenue Object Code 4499) by $15,520; and, increase appropriation in Equipment Fixed Assets (Expenditure Object Code 5650) by $52,716 (4/5's vote required);
3) approve the contract between the County of Inyo and American Security Group for the provision and installation of an upgraded security system at the Juvenile Center in an amount not to exceed $112,715.22, including change orders, for the period of February 1, 2013 through June 30, 2013;
4) authorize the Chairperson to sign, contingent on obtaining the appropriate signatures; and,
5) authorize the Chief Probation Officer to sign the Certificate of Acceptance upon completion of the project.

CAO RECOMMENDATION: I concur with the Departmental Recommendation. Your Board is directed to the Introduction and Summary of the Fiscal Year 2012-2013 County Budget and, specifically, the discussion of the Juvenile Institutions budget where I note:

> Not included in the Requested or Recommended budgets is funding to replace the security camera system at the Juvenile Hall. The department head indicates he will be able to secure funding to pay for at least two-thirds or more of the estimated cost of replacing the system. If successful, the Criminal Justice Facilities Trust could be a source of bridge funding (through a subsequent budget amendment) for the cost of this project not funded by departmental monies.

While every effort is made to preserve this critical categorical funding source which, recently, has only been replenished at a trickle, this is a critical project and an appropriate use of the funds, and I want to recognize Chief Thomson for his diligence in procuring the project and resourcefulness in identifying Youth Offender Block Grant funding to pay for a majority of the project's costs.

SUMMARY DISCUSSION: The Inyo County Juvenile Center (ICJC) was completed and opened in March 1995. ICJC is a 24 hour, seven (7) days a week, 365 days a year facility with a fence enclosing only a portion of the facility property. The facility provides shelter, food, clothing, education, training, and medical to detained juveniles.

The original camera/security system that was installed provided the minimum coverage for a detention center. The current system includes three (3) analog black and white monitors and seven (7) analog cameras.

Currently, two of the three black and white monitors are inoperable. It is difficult to find replacement monitors and/or someone to repair them. Several cameras need replacement including the camera viewing the recreation yard. The visual displays on the analog cameras and monitors are distorted which makes it very difficult for staff to view details. The current system does not have the ability to record or save any of the data viewed or not viewed. Unfortunately, new technologically advanced digital equipment is not compatible with the analog system so simply adding digital equipment to the analog system in not an option.

The primary function of ICJC is safety and security of the juveniles, employees, visitors, and volunteers that are at the facility. Over the last seventeen (17) years, Staff has learned that recordable camera coverage would be useful in some areas of the facility. Currently, there are no cameras in the parking lot areas, main entry door, laundry room, kitchen, program/workshop room, garden yard area, outside utility/bike storage yard, hallway leading to the Nurse's room, and, craft storage room. The poor coverage in the parking lot areas has contributed to easy vandalism of County vehicles as well as created some Staff safety issues due to not being able to see unauthorized vehicles in the parking lots, especially at night. Since there is no camera at the main entry of the facility, individuals cannot be identified without the Staff leaving their post to see who is at the door. We have to rely on Staff involved in an incident to relay what happened because our current system does not have the ability to record and save. If there was a recording, a supervisor could review the recorded incident for a more accurate account of what happened and copy the incident for future reference.

Education and the teaching of life skills are paramount to the Juvenile Center's mission. The current security system with only one (1) camera installed in a classroom, limits the type of education and life skill programs offered to detained Juveniles. Bringing in more cameras to monitor additional areas within ICJC, will enable Staff to bring in a wider variety of programs.

In early 2010, the Inyo County Sheriff's Department invited three (3) vendors to do a walk-through and bid on upgrading the Independence jail/administration building security camera system. Of these three vendors, American Security Group ("American Security") was the only company that submitted a formal bid. After a thorough review, the County contracted with American Security to update and install a modern security system. At that time, the Probation Department contacted American Security to discuss potential upgrades at the Juvenile Center and to date, has had ongoing negotiations and communications with them. In January 2011, the Jail project was completed. Since the completion, the Sheriff's Department has entered into a service and support maintenance contract with American Security. The successful installation of a new, comprehensive security system in the Inyo County Jail/administration building; the return on investment of installing an updated security system at the Jail; similar needs of the Juvenile Center facility; and, the responsiveness of American Security to fulfill those needs prompted the Probation Department to request your Board to sole source this project to American Security Group.

An updated and expanded camera/security system would allow for increased security and safety for all who work and/or visit the Juvenile Center. The proposed digital camera system would be similar to the new system installed at the Inyo County Jail. New digital recording cameras would

replace old cameras and be installed in new areas, such as, parking areas, hallways to minors' rooms, day room, program room, hallway leading to the laundry room (medical hallway), laundry room, "in-take" entrance, employee entrance, main entrance/lobby area, northwest yard (recreation yard), and garden area. The proposal includes the ability for future expansion and enhancements.

American Security submitted a proposal to install a "state of the art" security system, which would include sixteen (16) cameras; V46 recording system [approximately six (6) months of recording]; network appliances and equipment; two (2) 32" monitors; an integrated card access control system to identify persons entering/exiting the facility; one (1) year software maintenance and upgrade plan; one (1) year parts and labor warranty; and, six (6) hours of training to Juvenile Center personnel. American Security anticipates it will take approximately five (5) weeks to order, receive and install the equipment. It is anticipated that the upgraded security system would be installed and Staff trained prior to Fiscal Year 2012/2013 ending.

The attached proposed contract is in an amount not to exceed $112,715.22 for the term February 1, 2013 through June 30, 2013. The Board approved FY12/13 Juvenile Institutions budget (023100 - Equipment Fixed Assets 5650) includes $60,000 (YOBG project) to update the Juvenile Center security system. An additional $52,716 is needed and of the remaining monies needed, we respectfully request to fund $15,520 using YOBG monies currently held in the Probation Officers Trust and an operating transfer in from the Criminal Justice Facilities Trust in the amount of $37,196. As a result, two-thirds ($75,520) of the total contract amount would be funded with Juvenile Institutions YOBG grant monies and if approved, one-third ($37,196) would be an operating transfer in from the Criminal Justice Facilities Trust. We request that the Board approve amending the Juvenile Institutions budget as recommended above.

It is anticipated that future service and support maintenance will cost approximately $7,000 annually, which will be budgeted in future budgets contingent upon the adoption of future budgets.

ALTERNATIVES: The Board could choose not to approve sole sourcing this contract to American Service Group and direct Staff to seek proposals from other companies.

OTHER AGENCY INVOLVEMENT:

FINANCING: This contract would be expended out of the Juvenile Institutions Budget 023100, Equipment Fixed Assets Expenditure Object Code 5650 and funded with two-thirds ($75,520) from YOBG grant monies and if approved, the remaining one-third ($37,196) would be an operating transfer in from the Criminal Justice Facilities Trust. Currently, $60,000 has been budgeted in FY12/13 Juvenile Institutions Budget in YOBG grant monies and the remaining $52,716 has *not* been budgeted; therefore, the FY12/13 Juvenile Institutions Budget should be amended to recognize the total revenue and expenditure for this contract.

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 1.9.13
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 1/10/13
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: 1/14/13

Attachment: Portions of County of Inyo Standard Contract #116

BUDGET OFFICER: BUDGET RELATED ITEMS (must be reviewed and approved by the CAO prior to submission to the Board Clerk)

Approved: ✓ Date: 01-15-2013

County Administrative Officer

AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF ACCESS CONTROL AND VIDEO SECURITY SYSTEM **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the installation of security system services of American Security Group of Vista, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from February 1, 2013 to June 30, 2013 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One hundred twelve thousand, seven hundred fifteen and 22/100 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
Probation - Juvenile Center	Department
P. O. Box 306/201 Mazourka Canyon Road	Street
Independence, CA 93526	City and State

Contractor:	
American Security Group	Name
980 Park Center Drive, Suite J	Street
Vista, CA 92081	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF ACCESS CONTROL AND VIDEO SECURITY SYSTEM **SERVICES**

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

COUNTY OF INYO

By:_____

Dated: _____

CONTRACTOR

By:_____
Signature

_____
Print or Type Name

Dated:_____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF ACCESS CONTROL AND VIDEO SECURITY SYSTEM **SERVICES**

TERM:

FROM: Feb. 1, 2013 **TO:** June 30, 2013

SCOPE OF WORK:

See attached Statement of Work, pages 3-5 of American Security Group's (ASG) proposal. In summary, ASG will install an IP Video System and an Access Control System. This project will include the following tasks for implementation:

1. Design Review and Acceptance
2. Order Equipment/Materials
3. Receive Equipment/Materials
4. In House Integration and Testing of Equipment
5. Shipping of Equipment/Materials to Job Site as Applicable
6. Installation of Infrastructure Materials
7. Installation of Equipment
8. Testing of Equipment/System Testing On Site
9. Training of personnel designated by Customer with an emphasis on administration of the system for key Security & IT personnel, as well as end user operational training. Total on-site training will be six (6) hours.
10. Acceptance of Project Implementation

Training
Training will be proved to key Security & IT personnel with the requisite knowledge of networks, video equipment and access control to cover the use of the upgraded system. End-users may be designated to receive training on the end use of the System Galaxy and Ocularis IS client interface. Training will amount to a total of six (6) hours.

Change Orders
Any changes regarding installation, materials or scope of work that exceed the original project requirements will result in a change order that may have a cost and/or schedule change. In the event any unforeseen work is necessary that is discovered during implementation of the project, the additional work required will be discussed with Inyo County Probation Department. In either case, should there be any costs associated with the work to be performed, notification via a formal change order will be provided to Inyo County Probation Department and approved by Inyo County Probation Department prior to work being performed. If there are any changes made by Inyo County Probation Department to the initial design concept or any changes to the scope of work to be performed, these changes will also be handled through our formal change order process. Inyo County Probation Department may then accept the work to be completed or decline depending upon the nature of the work to be performed.

Completion and Acceptance of System
Upon completion of the installation, ASG will field test the equipment installed per the Statement of Work, hereinafter referred to as the "System" and validate that it is operational per the manufacturer's specifications. The System will be in operational mode after successful commissioning of the system. At such time, Inyo County Probation Department will formally accept the System installed by completion of attached Certificate of Acceptance.

Warranty
ASG will provide a one (1) year parts and labor warranty for the repair/replacement of any parts or equipment as necessary.

STATEMENT OF WORK

To accomplish the goals stated in the introduction above, ASG will utilize Enterprise Level Access Control and IP Video Systems. Combined these will cover crucial areas and control ingress as well as monitor and notify upon unauthorized egress.

Functionally the system will have three monitors in the security command center (tower) for the viewing of live and playback of recorded video. As well as the viewing of access control system event log to monitor ingress and egress of the facility. Additionally there will be a siren and strobe installed in the command center which will create an alarm in the event that someone leaves the facility without the proper credentials (juveniles).

For video monitoring ASG will deploy Sony and Mobotix High Definition IP cameras recorded by OnSSI network video solution. These Sony high definition indoor and outdoor network cameras will be deployed to serve as replacements for aging CCTV cameras; as well as new camera deployments that will offer greater coverage of Inyo County Probation Dept.'s determined areas. Camera streams will be recorded and managed via Inyo County Probation Dept.'s security network on an OnSSI Ocularis IS VMS server and VVSST storage array. The VMS server and storage array will be rack mounted in Inyo County Probation Dept.'s Network Operations Center (NOC) and will be equipped with the necessary hard disk drives to provide a minimum video archive capacity of (180) days. Archive capacities will have the capacity to maintain 365 days if determined at a later date without obsoleting newly installed equipment.

To control the ingress and monitor the egress of personnel entering and exiting the building ASG will utilize Galaxy Control Systems for the badging and controlled access for the facility. In addition to the ability to restrict and gain access the system will have the capability to provide enhanced reports of who and at what time personnel have entered, provide reports of who and how many personnel are currently in the building and will notify the command center upon invalid attempts to enter the facility and unauthorized egress from the building via a new notification device (siren/strobe).

This quoted proposal is for the first major installation and will have the capacity to be expanded upon as determined in later phases to provide enhanced security as facility demands and physical layout change.

Detailed Equipment Locations May be found on the System Map ~~attachment~~.

Equipment Line Item Costs are outlined in the Detailed Proposal.

This proposal includes confidential and proprietary data that shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal.

IP VIDEO SYSTEM INSTALLATION

- Installation of cabling backbone infrastructure to capture and network IP video streams. All cabling and network ports will be Gigabit to allow for large file, Rip Video, data streams and future expansion of system with minimal changes to network topography required. Switches and Servers will be linked with fiber for high bandwidth data transmission.
- Secured ventilated locking enclosures installed in ley locations to house network equipment.
- Sixteen (16) new High Definition IP cameras will be installed;
    - Two (2) Sony SNC-DH260 Sony Network 1080p 2.9x HD Vandal Resistant Minidome Camera with IR Illuminator.
    - Two (2) Sony SNC-DH160 Sony Network 720p 2.9x HD Vandal Resistant Minidome Camera with IR Illuminator.
    - One (1) Sony SNC-EP550 HD PTZ Sony Network 720 HD, 28x optical zoom in a Vandal Resistant Outdoor Pendant Enclosure.
    - Two (2) Sony SNC-DH220T Sony Network 1080p 2.9x HD Indoor Vandal Resistant Minidome Camera.
    - Five (5) Sony SNC-DH140T Sony Network 720p 2.9x HD Indoor Vandal Resistant Minidome Camera with View-DR Technology.
    - Five (5) Mobotix Q24 Hemispheric Camera, Day/Color with (360°) Panamorphic Lenses and built-in Audio
- Six (6) CAD Audio 210 Premium Omnidirectional Button Style Microphone.
- Two (2) Dell 5524P Managed Network Switches with 24 Gigabit PoE ports.
- Two (2) Minuteman UPS' to provide backup power and surge suppression.
- One (1) VVSST V46 series video management server with onboard storage of 33TB Usable in RAID6 for Six (6) Months of Video Archive Storage, equipped with Windows Server 2008 R2 SP1 and OnSSI Ocularis IS. Ocularis IS key features include:
    - Scalable for unlimited number of cameras
    - Free, unlimited installs of the Ocularis Client operator interface
    - Unlimited concurrent authorized users
    - Instant Investigation during live monitoring with advanced video investigation tools
    - Native motion detection
    - Map navigation with active camera previews
    - Support for thousands of camera models
    - Shared event handling of events among multiple operators
    - Integration with 3rd-party vendors' systems for access control, license plate recognition, video content analytics and more
    - Automated push-video alerting
- One (1) Dell Precision Workstation with Dual Graphics Cards and dual 32" HD LCD Monitors for Video Monitoring in Command Center.

This proposal includes confidential and proprietary data that shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal.

ACCESS CONTROL SYSTEM INSTALLATION

- Installation of all cabling and equipment associated with proposed access controlled doors located on map of facility; a total of Seven (7) doors.
- Two (2) Galaxy Control Systems 500 Series controller, complete with Four (4) DPI's (8 controller ports) for controlled access of up to Eight (8) Card Readers per controller.
- One (1) VVSST V16 Series Server for running SQL Database for cardholder permissions using System Galaxy Software. System Galaxy key features include:
    - **Monitoring:** System Galaxy makes it easy to monitor and evaluate situations with informative, color-coded messages, and prioritized alarm events. Operators can quickly respond to alarms and events.
    - **Door Commander:** Control a single door or a group of doors with the click of a mouse. The operator can interactively override a lock- or unlock-schedule, disable and pulse doors from context menus.
    - **Alarm point / Input Commander:** Operators have point-and-click control of alarm partitions. Arm and disarm partitions, acknowledge and shunt incoming messages, and more.
    - **Graphics:** Display the location and real-time status of all doors and alarm points in your facility on a floor diagram. Intuitive icons dynamically change states to reflect the condition of the devices they represent. Operators can command doors and devices directly from the icons with point-and-click ease.
    - **Device Status:** Quickly determine the state of a device or door with dynamic text and graphic indicators. Command doors and devices through interactive command menus.
    - **Email Notification:** Selectively notify the appropriate personnel of alarms and activity.
    - **Intrusion Detection:** Monitor user-defined alarm points for security notification purposes.
    - **Who's In:** This feature provides a real-time log of the cardholders in your facility or in a designated area. This provides a roll call report that is easily printed or viewed, helping you determine the status of persons.
    - **Photo Verification:** Automatically call up a stored photo of the person presenting credentials for direct comparison by the security operator.
    - **Integrated Live Video:** Automatically call up Live Video based on valid access or alarm events. Cameras can be controlled by the operator.
- One (1) Siren/Strobe for Door Alarm Notification.
- One (1) Fuse Protected Lock Power Supply
- Thirteen (13) HID RP40 multiCLASS Multi-Technology Prox and iCLASS Readers.
- Three (3) Von Duprin 33/99 36" w/ REX
- Two (2) Von Duprin Concealed Electrical Power Transfer
- Eight (8) Nascom 3/4" Recessed Stubby Screw Terminal Contact
- Four (4) Schlage Electrified Cylinder w/ REX 24V Fail Secure 626
- Four (4) Power Transfer Hinge 4.5" x 4.5" 626

This proposal includes confidential and proprietary data that shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF ACCESS CONTROL AND VIDEO SECURITY SYSTEM **SERVICES**

TERM:

FROM: Feb. 1, 2013 **TO:** June 30, 2013

SCHEDULE OF FEES:

In an amount not to exceed One Hundred Twelve Thousand, Seven Hundred Fifteen and 22/100 dollars ($112,715.22).

Progress payments are as follows:

$22,000.00 for materials and equipment due upon deliver of equipment and materials.
$90,715.22 due upon the completion of installation by formally accepting the System installed by completing a Certificate of Acceptance.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF ACCESS CONTROL AND VIDEO SECURITY SYSTEM **SERVICES**

TERM:

FROM: Feb. 1, 2013 **TO:** June 30, 2013

Form W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF ACCESS CONTROL AND VIDEO SECURITY SYSTEM **SERVICES**

TERM:

FROM: Feb. 1, 2013 **TO:** June 30, 2013

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1

Insurance Requirements for Most Contracts

(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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

For Clerk's Use Only:
AGENDA NUMBER

14

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: January 22, 2013

SUBJECT: Natural Resource Advisory Committee

DEPARTMENTAL RECOMMENDATION: Appoint those persons who submitted Requests for Appointment to the Natural Resource Advisory Committee and specify the terms and alternate committee members

SUMMARY DISCUSSION: The Natural Resource Advisory Committee (NRAC) was created in 2009 to act as a technical committee on natural resource matters with the goal of providing pertinent information and making recommendations to the Board of Supervisors and the Planning Commission on matters relating to mineral, solar, geothermal, water and wind development, or upon referral. Attached is Resolution No. 2009-27 creating the NRAC.

The NRAC is made up of five voting members consisting of citizens of Inyo County selected County-wide, as well as two alternate members. The original term of the Committee and its members expired on October 6, 2012. On August 21, 2012, the Board of Supervisors extended the Committee for an additional three years. Subsequently, the County issued a Notice of Vacancy to recruit Committee members for staggered terms as specified by Resolution No. 2009-27. No Requests for Appointment were received in response to the Notice of Vacancy by the original deadline. Accordingly, the deadline was extended, and staff undertook an outreach effort to recruit potential members, which ultimately resulted in six Requests for Appointment.

Resolution No. 2009-27 indicates that appointments of Committee members shall be made by the Board of Supervisors upon the recommendation of the Planning Director and Planning Commission. Requests for Appointments were received from the following individuals (refer to Attachment 1): (1) Randi Pritchard, (2) Walter Sharer, (3) Dana Jeffries, (4) Doug Thompson, (5) Jael Hoffmann-Lish, and (6) David German. Based on the information submitted, staff believes that these candidates are qualified to serve on the NRAC and should be appointed. The Requests for Appointment were submitted to the Planning Commission on December 5, 2012, which recommended that the Board of Supervisors appoint those six persons to the NRAC.

Staggered Terms: Resolution No. 2009-27 specifies staggered terms for the members; two shall be for three years, two for one year, and one for two years. In the future, all appointments shall be for three years. In making its appointments, the Board should specify the specific members' terms.

Alternates: The Board should also specify which member(s) will be alternate members, per Resolution No. 2009-27. Since six people submitted Requests for Appointment (out of a total of seven positions), the Board could specify that one or two of the candidates be alternates.

One more vacant position on the NRAC remains. Staff plans to continue to recruit for an additional member to fill this position, and hopes to return with a candidate in the future.

ALTERNATIVES: The Board may consider not appointing one or more of those who submitted Requests for Appointment. This is not recommended since the persons who expressed interest appear qualified, and staff had difficulty recruiting new members.

***OTHER AGENCY INVOLVEMENT*:** None directly. Indirectly, other agencies, such as the US Forest Service and the Bureau of Land Management, may be involved in the activities undertaken by the NRAC.

***FINANCING*:** Resources from the County's general fund are utilized for NRAC operations.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust 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: 1-16-13

Attachment:

1. Requests for Appointment
2. Resolution No. 2009-27

For Clerk's Use Only:
AGENDA NUMBER

15

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: January 22, 2013

SUBJECT: Draft Action Plan for the Western Cohesive Strategy

RECOMMENDATION: Review the Draft Action Plan for the Western Cohesive Strategy and potentially provide direction for drafting correspondence and authorize the Chair to sign.

SUMMARY DISCUSSION: The Western Regional Strategy Committee (WRSC) is providing a third and final opportunity for stakeholders to review and comment on the Draft Action Plan for the Western Cohesive Strategy. The report is scheduled to be released on January 18, 2013, and will be provided under separate cover. Comments are due February 1, 2013. Additional information is provided at the following website: http://sites.nemac.org/westcohesivefire/updates/.

OTHER AGENCY INVOLVEMENT: WRSC and numerous stakeholders throughout the west.

FINANCING: Resources from the general fund are utilized to monitor regional planning activities.

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 (M*ust 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: 1-17-13

For Clerk's Use Only:
AGENDA NUMBER

16

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: January 22, 2013

SUBJECT: Desert Renewable Energy Conservation Plan

DEPARTMENTAL RECOMMENDATION: Review the Description and Comparative Evaluation of Draft Desert Renewable Energy Conservation Plan Alternatives and authorize the Chair to sign correspondence in regards thereto.

SUMMARY DISCUSSION: Governor Schwarzenegger ordered the development of the DRECP for the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals. The DRECP planning area includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. A Renewable Energy Action Team (REAT) was formed consisting of the California Natural Resources Agency, California Energy Commission (CEC), California Department of Fish and Game (CDFG), Bureau of Land Management (BLM), and the U.S. Fish and Wildlife Service (USFWS) in part to coordinate the DRECP. Other involved State and federal agencies include the California Public Utilities Commission, California Independent System Operator, National Parks Service, and the Department of Defense.

Local governments, including the County of Inyo, were invited to participate on the DRECP Stakeholder Committee with the REAT agencies. In addition to the REAT and other agencies discussed previously, those participating on the Committee include the counties of Kern, San Bernardino, Los Angeles, Imperial, and Riverside, a variety of non-governmental organizations, utilities, renewable energy developers, Native American organizations, and off-highway vehicle associations.

The DRECP is to be a Habitat Conservation Plan under the Federal Endangered Species Act and a Natural Communities Conservation Plan (NCCP) under the California Natural Community Conservation Planning Act. The BLM, in compliance with the Federal Land Policy and Management Act, will consider the DRECP for possible amendments to the California Desert Conservation Area Plan. If the County chooses to participate in the DRECP, it may issue permits under the NCCP.

Staff has briefed the Board previously regarding the DRECP;[1] most recently regarding renewable energy planning grants for counties within the DRECP area and a related Memorandum of Understanding (MOU). Based on the Board's direction, staff proposed enhancements to the MOU, and particularly its introductory sections, to reflect the County unique land use situation, the County's support for appropriate renewable energy development based on the General Plan, and

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1 Refer to http://www.drecp.org/ for more information regarding the Plan and http://inyoplanning.org/RenewableNewPage.htm for previous correspondence and other materials published by the County regarding the DRECP.

broaden the discussion the State's renewable energy goals. Staff has transmitted this to the DRECP and CEC staff, which are reviewing.

Description and Comparative Evaluation of Draft DRECP Alternatives

The DRECP has released a document entitled Description and Comparative Evaluation of Draft DRECP Alternatives. The document includes an evaluation of seven alternatives. The report is lengthy, at over 700 pages; excerpts and summaries of the document are included in Attachment 2, and the full report is available on the DRECP website. Comments are due by January 23, 2013.

Staff has prepared draft correspondence in response (Attachment 1), primarily providing input regarding the scope of the various alternatives, expressing concern about the severity of the conservation plan proposed for the County, objections to the mapping, and encouraging reconsidering including the County's formerly proposed renewable energy overlay.

OTHER AGENCY INVOLVEMENT: Governor Brown, CEC, USFWS, CDFG, BLM, counties of Kern, Los Angeles, Imperial, Riverside, San Diego, and San Bernardino, and other affected agencies and stakeholders.

ALTERNATIVES: The Board may consider not sending correspondence or directing changes to the correspondence.

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

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 (M*ust 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: 1-106-13

Attachments:
1. Draft Correspondence
2. Excerpts from the Description and Comparative Evaluation of Draft DRECP Alternatives
3. Previous Correspondence

January 22, 2013

California Energy Commission
Dockets Office, MS-4
Docket No. 09-RENEW EO-01
1516 Ninth Street
Sacramento, CA 95814-5512

Re: Description and Comparative Evaluation of Draft Desert Renewable Energy Conservation Plan Alternatives
Docket No. 09-RENEW EO-01

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, thank you for the continued opportunity to participate in development of the Desert Renewable Energy Conservation Plan (DRECP). Inyo County has a long history of providing renewable energy generation for California and the nation, and we are proud that our County possesses the resources necessary for future renewable energy production. The Inyo County Board of Supervisors has consistently expressed its support of appropriate renewable energy development that benefits local communities, and we hope that Inyo County will be able to participate in DRECP implementation. We have reviewed the Description and Comparative Evaluation of DRECP Alternatives and offer the following comments.

Mitigation on Public Lands: We are reassured that the DRECP is considering providing mitigation for renewable energy development on public lands, since less than two percent of our County remains in private ownership, and we look forward to this continuing discussion, including approaches to restore degraded public lands classified as Wilderness. We strongly encourage the DRECP to begin mapping areas of Wilderness for potential mitigation to catalyze this dialogue.

Impacts to Inyo County: As previously indicated, we remain deeply concerned about potential direct economic impacts from renewable energy development on County services, programs, and infrastructure. We also worry about the DRECP's inconsistencies with the County General Plan and other County policies, including the potential loss of lands for biology-related mitigation; impacts to agricultural and mineral resources, impeded recreational access, and other degradations to multiple uses; impacts to public services, utilities, and infrastructure; demand for housing; and, the society, culture, and economy of the County.

We appreciate that the DRECP has begun analyzing some of these issues, and particularly regarding land use, minerals, and recreational access, but we observe that significant work remains to be undertaken. Specifically, the alternatives analysis does not address agricultural resources and other multiple uses, socioeconomics (and particularly the vast scale of the proposed impacts to multiple uses and further loss of private lands in Inyo County), or public services, infrastructure, or housing. Given the severity of the new designations proposed, we encourage the DRECP to begin considering feasible programmatic mitigation now, such as new/expanded recreation areas and other access improvements, land releases for private development, infrastructure and service enhancements, and programs to assist in temporary housing.

Development Focus Areas: We appreciate the DRECP's consideration of the renewable energy overlay that the County proposed several years ago, but note that most of the overlay is not being carried forward in the DRECP. We continue to believe that many of the areas we identified may be appropriate for renewable energy development, based on site specific studies and provided that our concerns discussed above can be addressed,

and urge you to reconsider the decision to not identify those portions of Panamint Valley, Death Valley Junction, Rose Valley, and Owens Valley that we did as development focus areas (DFA). We are, however, encouraged that several of the alternatives include DFAs in and around Pearonville and Trona, similar to our proposal. On the other hand, as we have conveyed to the Bureau of Land Management on multiple occasions, we do not believe that many of the Variance lands identified in the Solar Programmatic Environmental Impact Statement in Inyo County are viable, which we reiterate here.

Mapping: We are concerned about the broad-brushed approach to the mapping, and as we have previously conveyed, we object to new designations that further burden our private lands base. In particular, private and disturbed lands in and around Lone Pine, Cartago, and Olancha are designated moderate biologically sensitivity public lands. Obviously, since these areas are private and/or are developed and otherwise highly disturbed, this designation is erroneous, and these areas should instead be mapped as urban or undesignated. Now that these areas have been mapped erroneously, it will be extremely difficult to correct. Other examples of private lands proposed to be burdened with new designations include developed lands in Shoshone and Tecopa, as well as degraded lands in Charleston View and Trona, that are described as having high and moderate biological sensitivity. Also, as we also have previously indicated, we object to identifying lands as subject to the Feinstein bill, as this is a proposal, has not been approved, and is subject to change through the legislative process.

Many of the alternatives propose Areas of Critical Environmental Concern (ACEC) and National Landscape Conservation Service (NLCS) on private lands and disturbed lands in and around Lone Pine, Cartago, Olancha, and Trona. These are highly inappropriate and should be eliminated. We strongly encourage you to coordinate with the City of Los Angeles regarding designating lands managed by the City.

Thank you again for the continuing opportunity to participate in development of the DRECP. If you have any questions, please contact County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or by email at kcarunchio@inyocounty.us.

Sincerely,

Linda Arcularius, Chair

cc: Kevin Carunchio, CAO
Randy Keller, County Counsel
Joshua Hart, Planning Director
Governor Brown
Secretary Salazar, DOI
Bob Abbey, BLM
Dan Ashe, USFWS
Ren Lohefener, USFWS
Ron Nichols, City of Los Angeles, Department of Water and Power
Gerald Hillier, Quadstate
Regional Council of Rural Counties
California State Association of Counties
National Association of Counties
Senator Fuller
Assemblywoman Conway

ES EXECUTIVE SUMMARY

ES.1 Introduction

The Desert Renewable Energy Conservation Plan (DRECP) is a multiagency conservation and planning document intended to guide solar and other renewable energy project siting in the Mojave and Colorado/Sonoran deserts of California, and provide for the conservation and management of certain species, habitats and natural communities that may be affected by those projects. The DRECP is being developed primarily by the California Energy Commission (CEC), California Department of Fish and Game (CDFG), U.S. Fish and Wildlife Service (USFWS), U.S. Bureau of Land Management (BLM), and the California State Lands Commission (CSLC). Other agencies participating in the development of the DRECP include the Department of Interior, the Department of Defense, the U.S. Environmental Protection Agency, National Park Service, California Public Utilities Commission, and California Department of Parks and Recreation.

The Draft DRECP, when it is released, will be a detailed, combined document that includes a draft Natural Community Conservation Plan (NCCP) under California's Natural Community Conservation Planning Act (NCCPA), a proposed Habitat Conservation Plan (HCP) under the federal Endangered Species Act (ESA), a draft BLM Land Use Plan Amendment (LUPA) under the Federal Land Policy and Management Act (FLPMA), and a draft joint Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

This document, *Description and Comparative Evaluation of Draft DRECP Alternatives*, contains a preliminary description and analysis of portions of the Draft DRECP that will be released in 2013 for public review and comment pursuant to NEPA and CEQA and is not an administrative draft or a draft EIS or EIR within the meaning of NEPA or CEQA. Neither CEQA nor NEPA require the agencies to issue this informal, preliminary document, and thus there are no applicable substantive or procedural requirements for its content or review. However, the applicable FLPMA regulations relating to public participation activities conducted by the BLM will apply.

The document contains a preliminary description of the affected environment/existing environmental conditions in the DRECP planning area, an overview of some of the possible project alternatives that the agencies are considering for inclusion in the Draft DRECP, and a discussion and tentative analysis of the potential impacts of those alternatives. The *Description and Comparative Evaluation of Draft DRECP Alternatives* will provide the public more information about the analysis that has been conducted to date, and will allow for additional public input before the CEC, CDFG, USFWS, BLM, and CSLC prepare and release

the draft DRECP for public review in 2013 pursuant to CEQA, NEPA, the NCCPA, FESA, and FLPMA. This document is also considered part of the NEPA scoping process.

Public input received on this document will be considered during preparation of the draft DRECP and, while the agencies will not provide formal responses to comments in the manner required by NEPA and CEQA for draft environmental documents, the BLM will document this information by a record or summary of the principal issues discussed in and comments made on the document. The opportunity for public comment on the Draft DRECP will not be affected by this earlier publication of the *Description and Comparative Evaluation of Draft DRECP Alternatives.*

ES.1.1 Contents

This document includes the interagency descriptions and draft comparisons for seven alternatives. These alternatives are based on the six development scenarios and five draft alternatives previously presented to stakeholders in April and July 2012 respectively. Those development scenarios and preliminary integrated alternatives have been refined into the alternatives presented in this document. The seven alternatives are:

- Alternative 1 – Disturbed Lands/Low Resource Conflict Alternative
- Alternative 2 – Geographically Balanced/Transmission Aligned Alternative B
- Alternative 3 – West Mojave Emphasis Alternative
- Alternative 4 – Geographically Balanced/Transmission Aligned Alternative A
- Alternative 5 – Increased Geographic and Technology Flexibility Alternative
- Alternative 6 – Geographically Balanced/Transmission Aligned Alternative C with BLM Variance Lands
- Alternative 7 – No Action.

Comparisons are provided for the following environmental resource categories: Biological Resources; Outdoor Recreation; Cultural Resources; Visual Resources; Land Uses and Policies; Mineral Resources; and BLM Land Designations, Classifications, and Allocations. The following additional environmental resource categories are not addressed in this document but will be included in the Draft DRECP when released for public review: Air Quality; Meteorology and Climate Change; Geology and Soils; Flood Hazard, Hydrology, and Drainage Areas; Groundwater, Water Supply, and Water Quality; BLM Lands and Realty—Rights-of-Way and Land Tenure; California Desert Conservation Area (CDCA) Plan Multiple Use Classes; Department of Defense Lands and Operations; Agriculture Land and Production; Livestock Grazing; Wild Horses and Burros; Transportation and Public Access; Noise and Vibration;

Public Health and Safety/Hazardous Materials/Public Safety Services; and Socioeconomics and Environmental Justice.

Several important elements of the DRECP are not completed and are not included in their entirety in this document or are not included at all, including the following:

BLM, HCP, and NCCP-specific elements of Alternatives: The six plan-wide action alternatives descriptions describe development focus areas, a conservation area reserve system, and BLM LUPA features for each alternative. BLM, HCP, and NCCP-specific elements will be described for each alternative in the draft DRECP and are not included in this summary.

Transmission: This document includes a December 2012 Transmission Technical Group (TTG) report, reflecting review and analysis of the current alternatives by the TTG, with the exception of Alternatives 4 and 7. Alternatives 4 and 7 we not reviewed by the TTG due to time constraints. Appendix A presents the TTG report.

Proposed Covered Species List: The Renewable Energy Action Team (REAT) Agencies continue to review and consider the expansion and/or reduction of the number of Covered Species and are utilizing the advice from Independent Science Advisors (ISA) 2010, Independent Science Panel (ISP) 2012, REAT Agencies' experts, and the DRECP Stakeholders Covered Species Working Group. The creation of the Covered Species list is a REAT Agencies' decision that must consider best available science, specific regulatory requirements, and various agency policies.

Additional Data: This document describes available data and the status of efforts to acquire and use additional data. The REAT Agencies continue to incorporate new vegetation mapping information specifically funded and developed to inform the DRECP planning effort. Additionally, CDFG is updating the vegetation classification system to help integrate and interpret the new mapping information. The REAT agencies are using the updated vegetation mapping to refine DRECP land cover maps, natural community descriptions and conservation analysis, and species models that make use of vegetation information. Appendix C includes updated expert species model results reflecting the new vegetation mapping information and input from outside peer (expert) review of the 2011/2012 draft expert models. These updated models are used in the conservation analysis presented in Section 4.1. These expert models have also been updated to reflect the new vegetation mapping data, where appropriate to the species.

Additional data still being collected and not contained in this document include: Updated vegetation mapping for East Riverside area (expected January 2013), Energy Commission Public Interest Energy Research (PIER) funded analyses including additional statistical

habitat modeling for plant and wildlife species; and revised modeling and analysis (e.g., Maxent, Marxan, climate change) as may be undertaken as part of the response to ISP 2012.

Independent Science Panel (ISP 2012): The REAT Agencies acknowledge the review completed by ISP 2012, as noted in the October 31, 2012, letter from David Harlow, Director, DRECP to Steven Schwarzbach, PhD, Chair, ISP 2012 (posted October 31, 2012, at http://drecp.org/documents/#science), are responding to the recommendations where appropriate.

Biological Goals and Objectives: Appendix E includes biological goals and objectives for the biological resource elements addressed in detail in this document. These elements include: dune processes, dune communities, desert tortoise, bighorn sheep, Mohave ground squirrel, golden eagle, and burrowing owl. Biological goals and objectives for other landscape processes, natural communities, and proposed Covered Species addressed in the DRECP are not included in this document.

Conservation and Management Actions including Allowable Uses and Use Restrictions: This document includes initial information regarding proposed conservation and management actions. In this document, three categories of conservation and management actions are identified: (1) landscape-level, natural community-level, and species-level conservation actions; (2) BLM allowable uses and use restrictions; and (3) other conservation actions identified by the National Park Service (NPS). The State Lands Commission approved the use of state school lands for conservation through language in the Memorandum of Agreement (MOA) with BLM/Department of Interior (DOI) and the Memorandum of Understanding (MOU) with the REAT agencies, but the specific details for implementation will be determined by the State Lands Commission in response to specific conservation project proposals. The BLM allowable uses and use restrictions will be incorporated in the proposed BLM LUPA and will be effective upon BLM's issuance of a Record of Decision for the LUPA.

Conservation and management actions described above are included in this document for the following biological resource elements: landscape level, natural community level (dune communities), and species level (bighorn sheep, burrowing owl, desert tortoise, and Mohave ground squirrel) (see Appendix E). This document also includes a framework for including golden eagles as a Covered Species under the plan and examples of conservation and management actions for eagle (see Appendix K). Not included in this document are landscape, natural community and species-level conservation and management actions for the remaining biological resource elements addressed in the DRECP which include four landscape level processes, 47 natural communities, and 56 proposed Covered Species.

Conservation and management actions for the full suite of biological resource elements will be included in the public review draft DRECP.

BLM Land Use Plan Amendment (LUPA): This document includes initial information regarding the proposed BLM LUPA. LUPA alternatives depict alternative-specific BLM land allocations and designations for: National Landscape Conservation System lands (NLCS); Areas of Critical Environmental Concern (ACEC), including existing-unmodified, existing-modified, and new areas; Special Recreation Management Areas (SRMA), including existing-unmodified, existing-modified, and new areas; Long-Term Vehicle Areas (LTVA), including existing-unmodified and existing-modified; and, wildlife allocations. Appendix D contains preliminary BLM designation specific descriptions and maps describing the LUPA for each alternative. The proposed BLM LUPA map for each alternative is in Sections 2.3–2.8. Also included in this document are proposed incentives for renewable energy projects utilizing the Development Focus Areas, and a strategy for handling pending project applications, and a final agreement with CDFG regarding conservation lands. These are initial LUPA proposals and they will be refined prior to distribution of the Draft DRECP. Table ES-1 is a course summary of the proposed LUPA under each alternative.

Table ES-1
BLM LUPA – Summary of NLCS and ACEC Elements of DCLs by Alternative

Land Designation	Alternative 1 – Disturbed Lands/Low Resource Conflict (acres)	Alternative 2 – Geographically Balanced/ Transmission Aligned B (acres)	Alternative 3 – West Mojave Emphasis Alternative (acres)	Alternative 4 – Geographically Balanced/ Transmission Aligned A (acres)	Alternative 5 – Increased Geographic/ Technology Flexibility (acres)	Alternative 6 – Geographically Balanced Alt C with Variance Lands (acres)	Alternative 7 – No Action (acres)
	Acres						
National Landscape Conservation System (NLCS)	***1,708,776***	***3,292,594***	***2,526,284***	***3,288,065***	***5,368,823***	***2,233,553***	***NA***
NLCS designation over Non-ACEC	132,999	248,584	156,710	241,098	1,045,437	105,659	NA
NLCS designation over Existing ACEC	880,658	1,759,866	1,347,398	1,706,586	2,344,220	1,339,667	NA
NLCS designation over Proposed (new) ACEC	695,120	1,284,145	1,022,175	1,340,380	1,979,166	788,227	NA
Area of Critical Environmental Concern (ACEC)	***2,859,691***	***1,518,207***	***2,163,528***	***1,634,027***	***55,315***	***2,127,722***	***2,426,203***
Proposed (new)	1,334,537	874,174	1,179,514	936,879	29,478	1,063,770	NA
Existing	1,525,154	644,034	984,013	697,148	25,837	1,063,952	2,426,203
Total	**4,568,467**	**4,810,802**	**4,689,812**	**4,922,092**	**5,424,138**	**4,361,276**	**2,426,203**

Notes:
Acreages are estimates and subject to change
Totals do not include Legally and Legislatively Protected Areas (LLPAs) on BLM administered land which are a constant 3,221,501 acres all across alternatives. BLM's Proposed Wilderness designation is counted within the BLM LLPAs.
ACEC acreages for Alternative 7 (No Action) are existing ACECs only on BLM-administered land outside of LLPAs.
Acreages reported for "Existing ACECs" and "NLCS designation over Existing ACEC" are adjusted to avoid double-counting due to overlap. Existing ACECs include both modified and unmodified "Existing ACEC on BLM-administered land outside LLPAs." "Proposed (new) ACEC" includes new proposed ACEC areas beyond that of "Existing ACEC on BLM-administered land."

Relationship of BLM-Department of Energy (DOE) Solar Programmatic Environmental Impact Statement (PEIS) to DRECP: The Solar PEIS Record of Decision was signed on October 12, 2012 and thereby modified the land use plans within its planning area, including the DRECP planning boundary. The Solar PEIS established two Solar Energy Zones (SEZ) in California, Riverside East and Imperial East, both of which are encompassed by the DRECP. All seven alternatives preserve Imperial East in its entirety as a Development Focus Area (DFA). Four of alternatives (Alternatives 2, 5, 6, and 7) bring forward Riverside East in its entirety as a DFA. Alternatives 1, 3, and 4 carry forward portions of Riverside East as a DFA, with other portions of the SEZ designated as conservation lands.

Three alternatives depict the variance lands as per the Solar PEIS—Alternative 1 (Disturbed Lands/Low Resource Conflict), Alternative 6 (Geographically Balanced/Transmission Aligned Alternative C with BLM Variance Lands), and Alternative 7 (No Action). For Alternative 1, Solar PEIS variance lands that are contained within DFAs became DFA lands. The remaining variance lands were screened using resource criteria , consistent with that expected to be applied at a region or project area basis under the Solar PEIS. For Alternative 6, Solar PEIS variance lands are not contained within DFAs and remain exactly as per the Solar PEIS. For Alternative 7, variance lands are identical to those in the Solar PEIS. Variance lands would not be available for inclusion in DRECP conservation areas under these alternatives.

All six action alternatives change Solar PEIS exclusion lands to DFAs in varying degrees depending on the alternative. Alternative 7, no action, maintains the exclusion lands as per the Solar PEIS.

ES.2 Summary Description of Draft DRECP Alternatives

Seven alternatives are addressed in this document as noted above. Table ES-2 presents information regarding renewable energy development and conservation for each alternative. Tables ES-3 and ES-4 summarize renewable energy development technologies and distribution for each alternative. Table ES-5 summarizes the ground disturbance associated with transmission facilities required for each alternative.

The alternatives reflect different approaches to achieving the overall DRECP goals of guiding solar and other renewable energy project siting in the Mojave and Colorado deserts of California and providing for the conservation and management of certain species, habitats, and natural communities that may be affected by those projects. Certain factors common to all alternatives are as follows, with the exception of the No Action alternative:

- Renewable energy development would occur within identified development focus areas (DFAs) with variations in configuration of DFAs among the alternatives
- Renewable energy development covered under the DRECP would be 20,323 megawatts (MWs) with variations in solar and wind technology distribution among the alternatives and geothermal and ground-mounted distributed generation MWs constant
- Proposed Covered Species, natural communities and landscape processes subject to analysis constant among the alternatives
- Legislatively and legally protected lands, 7,563,773 acres of existing protected lands, constant among the alternatives
- Conservation strategy elements (proposed implementation structure, biological goals and objectives, adaptive management requirements, funding requirements) constant among the alternatives with alternative-specific variations as appropriate.

In the context of these common goals and factors, there is substantial variation among the alternatives.

ES.3 Summary Comparative Evaluation of DRECP Alternatives

Table ES-6 summarizes the comparison of alternatives for the following environmental resource categories:

- Biological Resources
- Outdoor Recreation
- Cultural Resources
- Visual Resources
- Land Use Policies
- Mineral Resources
- BLM Land Designations, Classifications, Allocations, and Wilderness Inventory.

Table ES-2
Summary of DRECP Alternatives

		Alternative 1	Alternative 2	Alternative 3	Alternative 4	Alternative 5	Alternative 6	Alternative 7
Working Title		"Disturbed Lands/Low Resource Conflict Alternative"	"Geographically Balanced/Transmission Aligned Alternative B"	"West Mojave Emphasis Alternative"	"Geographically Balanced/Transmission Aligned Alternative A"	"Increased Geographic and Technology Flexibility Alternative"	"Geographically Balanced Alternative C with Variance Lands"	"No Action"
Renewable Energy Development								
Total acres of DFAs		1,120,092	1,823,319	1,668,793	1,472,498	2,294,356	1,662,439	Total acres of Available Development Areas: 10,309,278
Total acres of public land within DFAs		• BLM: 81,991 (7% of DFAs) • Other: 74,493 (7% of DFAs)	• BLM: 360,553 (20% of DFAs) • Other: 89,435 (5% of DFAs)	• BLM: 324,535 (19% of DFAs) • Other: 83,682 (5% of DFAs)	• BLM: 214,153 (15% of DFAs); • Other: 89,416 (6% of DFAs)	• BLM: 621,432 (27% of DFAs); • Other: 101,513 (4% of DFAs)	• BLM: 252,966 (15% of DFAs); • Other: 81,783 (5% of DFAs)	Total acres of public land within Available Development Areas: • BLM: 5,893,975 (57% of DFAs); • California State Lands Commission: 254,111 (2% of DFAs); • Other: 316,054 (3% of DFAs)
Total acres of private land within DFAs		963,608 (86% of DFAs)	1,373,333 (75% of DFAs)	1,260,577 (76% of DFAs)	1,168,930 (79% of DFAs)	1,571,411 (68% of DFAs)	1,327,690 (80%)	Total acres of private land within Available Development Areas: 3,845,138 (37% of DFAs)
Acres of High Biological Sensitivity (HBS; Blue) and Moderate Biological Sensitivity (MBS; Green) areas within DFAs		70,559 (6% of DFAs)	477,051 (26% of DFAs)	507,827 (30% of DFAs)	191,427 (13% of DFAs)	690,013 (30% of DFAs)	371,926 (22% of DFAs)	NA
Total estimated development footprint (required acres)		161,361	225,672	191,976	195,294	353,725	219,215	NA
Relationship to BLM Solar PEIS	Variance Lands acres mapped in Alternative	172,537	NA	NA	NA	NA	605,065	605,065
	Variance Lands acres that would become DFAs	16,155	95,935	66,876	58,777	185,059	0	NA
	Acres of DFAs in Solar PEIS exclusion lands	1,357	4,398	1,262	3,932	11,549	1,756	NA
Conservation								
Legally and Legislatively Protected Areas (LLPAs)		7,563,773	7,563,773	7,563,773	7,563,773	7,563,773	7,563,773	7,563,773
Proposed BLM DCLs and Conservation Planning Area Acres		8,625,214	8,368,173	8,334,407	8,654,188	8,225,329	7,957,894	NA
Conservation Area Reserve System Total Acres		16,185,416	15,931,946	15,898,053	16,217,961	15,789,102	15,517,297	NA
Existing ACEC		NA	NA	NA	NA	NA	NA	3,929,647

Note: Acreages are estimates and subject to change

Table ES-3
Distribution of Generation Capacity (MW) for By Technology for All Alternatives

	Alternative 1 – Disturbed Lands/Low Resource Conflict	Alternative 2 – Geographically Balanced/ Transmission Aligned B	Alternative 3 – West Mojave Emphasis Alternative	Alternative 4 – Geographically Balanced/ Transmission Aligned A	Alternative 5 – Increased Geographic/ Technology Flexibility	Alternative 6 – Geographically Balanced Alternative C with Variance Lands	Alternative 7 – No Action
Total MW	20,323	20,323	20,323	20,323	20,323	20,323	20,323
Solar MW	14,304	12,349	13,374	13,273	8,457	12,546	
Wind MW	802	2,757	1,732	1,833	6,649	2,560	
Geothermal MW	2,800	2,800	2,800	2,800	2,800	2,800	
Utility Scale Distributed Generation MW	2,417	2,417	2,417	2,417	2,417	2,417	

Note: Acreages are estimates and subject to change

Table ES-4
Total MWs and Estimated Ground Disturbance by Ecoregion for All Alternatives

	Alternative 1 – Disturbed Lands/Low Resource Conflict		Alternative 2 – Geographically Balanced/Transmission Aligned B		Alternative 3 – West Mojave Emphasis Alternative		Alternative 4 – Geographically Balanced/ Transmission Aligned A		Alternative 5 – Increased Geographic/ Technology Flexibility		Alternative 6 – Geographically Balanced Alt C with Variance Lands		Alternative 7 – No Action	
Ecoregion	*MW*	*Estimated Ground Disturbance (acres)*	*MW*	*Estimated Ground Disturbance (acres)*	*MW*	*Estimated Ground Disturbance (acres)*	*MW*	*Estimated Ground Disturbance (acres)*	*MW*	*Estimated Ground Disturbance (acres)*	*MW*	*Estimated Ground Disturbance (acres)*	*MW*	*Estimated Ground Disturbance (acres)*
Cadiz Valley and Chocolate Mountains	2,193	19,324	3,804	58,966	1,150	14,575	2,278	24,861	2,746	56,152	3,945	58,016		
Imperial Borrego Valley	9,811	63,591	7,009	44,118	3,511	18,075	8,463	55,326	7,632	70,631	7,060	44,456		
Kingston and Funeral Mountains	—	—	231	1,638	—	—	—	—	169	2,735	63	449		
Mojave and Silurian Valley	866	6,009	666	4,609	837	5,857	669	4,629	770	18,712	544	3,737		
Owens River Valley	237	1,682	160	989	70	362	191	1,200	196	3,248	175	1,085		
Panamint Death Valley	—	—	35	248	—	—	270	1,916	120	1,294	39	277		
Pinto Lucerne Valley and Eastern Slopes	1,518	18,152	1,426	27,398	2,595	36,803	1,686	27,731	1,597	38,154	1,300	23,505		
Piute Valley and Sacramento Mountains	2	11	—	—	—	—	—	—	—	—	—	—		
Providence and Bullion Mountains	289	1,970	193	1,323	266	1,860	251	1,736	465	12,326	163	1,121		
West Mojave and Eastern Slopes	5,407	50,622	6,801	86,384	11,893	114,443	6,515	77,895	6,628	150,474	7,033	86,569		
Grand Total	**20,323**	**161,361**	**20,323**	**225,672**	**20,323**	**191,976**	**20,323**	**195,294**	**20,323**	**353,725**	**20,323**	**219,216**	**20,323**	

Note: Acreages are estimates and subject to change

Table ES-5
Estimated Ground Disturbance for Transmission Facilities for All Alternatives[1]

	Alternative 1 – Disturbed Lands/Low Resource Conflict	Alternative 2 – Geographically Balanced/Transmission Aligned B	Alternative 3 – West Mojave Emphasis Alternative	Alternative 4 – Geographically Balanced/Transmission Aligned A	Alternative 5 – Increased Geographic/ Technology Flexibility	Alternative 6 – Geographically Balanced Alternative C with Variance Lands	Alternative 7 – No Action
Within Plan Area	32,844	31,228	32,210	Not Analyzed	33,965	29,549	Not Analyzed
Outside Plan Area	32,495	29,095	21,342	Not Analyzed	29,095	31,656	Not Analyzed

Note: Acreages are estimates and subject to change

[1] The Renewable Energy Policy Group (REPG) did not request the TTG to analyze Alternative 4 because of the similarities that the REPG saw between that alternative and Alternative 2. Additionally, Alternative 4 and Alternative 7 were added after the TTG had completed its work.

Table ES-6
Summary of Comparative Evaluation of Draft DRECP Alternatives

Environmental Category[1]	Alternative 1 "Disturbed Lands/Low Resource Conflict Alternative"	Alternative 2 "Geographically Balanced/Transmission Aligned Alternative B"	Alternative 3 "West Mojave Emphasis Alternative"	Alternative 4 "Geographically Balanced/Transmission Aligned Alternative A"	Alternative 5 "Increased Geographic and Technology Flexibility Alternative"	Alternative 6 "Geographically Balanced Alternative C with Variance Lands"	Alternative 7[2] "No Action"
Biological Resources							
Conservation Area							
Acres of Reserve Design	16,185,416	15,931,946	15,898,053	16,217,961	15,789,102	15,517,297	NA
Acres of BLM DCLs	4,565, 544	4,810,802	4,689,812	4,922,092	5,424,138	4,361,276	NA
Overall Reduced Conservation	202,085	477,051	507,827	191,427	690,013	859,437	NA
Landscape							
Acres of Desert Habitat Linkages overlap with DFAs	6,017	87,834	124,533	23,185	200,385	67,650	2,471,299
Acres of Sand Dune Source material overlap with DFAs	7,782	28,713	7,806	11,584	32,490	28,689	225,669
Natural Communities							
Dune Community overlap with DFAs	3,759	24,271	3,970	8,810	29,391	22,254	88,764
Species							
BIGHORN SHEEP							
Critical Linkage overlap with DFAs	None	None	None	None	None	None	51,349
Acres of Intermountain Habitat overlap with DFAs	3,159	49,984	3,468	31,582	82,779	20,916	1,621,734
Acres of Mountain Habitat overlap with DFAs	159	19,809	17,796	16,380	96,542	11,373	1,811,201
DESERT TORTOISE							
Acres of Critical Habitat overlap with DFAs	1,556	4,827	45,922	3,982	37,598	4,367	2,238,154
Acres of Least Cost Corridors overlap with DFAs	5,978	55,747	68,403	30,522	56,393	30,181	1,367,473
Acres of USGS-USFWS Model Habitat overlap with DFAs	10,856	127,811	128,011	40,265	210,812	90,826	4,083,977
MOHAVE GROUND SQUIRREL							
Acreage of CDFG Model Habitat overlap with DFAs	12,963	57,521	221,779	83,443	172,972	27,787	1,471,055
Acreage of USGS Model Habitat overlap with DFAs	15,881	128,343	327,515	90,008	207,365	85,723	1,920,020
BURROWING OWL							
Acreage of Modeled Habitat overlap with DFAs	64,774	352,795	416,035	145,982	478,298	260,060	5,593,300
Outdoor Recreation							
Acres of Special Recreation Management Areas (SRMAs)	3,257,412	3,216,363	3,090,817	3,251,739	3,124,382	3,173,948	2,359,025
Acres of Recreation Lands within Conservation Planning Area[3]	12,612,010	12,901,311	12,879,239	13,042,743	12,675,012	12,475,936	7,324,687
Acres of Recreation Lands within Proposed DCLs[4]	5,557,675	5,379,358	5,349,152	5,541,554	5,195,779	5,139,180	3,170,823
Acres of Recreation Lands within Solar Variance Lands	158,767	NA	NA	NA	NA	573,342	573,342
Cultural Resources							
# Previously recorded sites[5] in DFAs	2,200	3,148	2,730	2,910	3,902	2,695	
# Previously recorded sites in Conservation Planning Area[3]	17,827	17,586	17,936	18,296	17,616	16,538	5,498

Table ES-6
Summary of Comparative Evaluation of Draft DRECP Alternatives

Environmental Category[1]	Alternative 1 *"Disturbed Lands/Low Resource Conflict Alternative"*	Alternative 2 *"Geographically Balanced/Transmission Aligned Alternative B"*	Alternative 3 *"West Mojave Emphasis Alternative"*	Alternative 4 *"Geographically Balanced/Transmission Aligned Alternative A"*	Alternative 5 *"Increased Geographic and Technology Flexibility Alternative"*	Alternative 6 *"Geographically Balanced Alternative C with Variance Lands"*	Alternative 7[2] *"No Action"*
# Previously recorded sites in Proposed DCLs[4]	6,697	4,602	4,658	4,721	4,332	4,151	3,212
# Previously recorded sites in Solar Variance Lands	380	NA	NA	NA	NA	1,423	1,423
Visual Resources							
BLM Visual Resource Management Classes							
% BLM VRM Class I in Conservation Planning Area[3]	100%	100%	100%	100%	100%	100%	97%
Acres of BLM VRM Class II & III lands within DFAs	66,515	302,591	226,482	124,495	476,054	243,054	NA
Acres of BLM VRM Class II & III lands within DCLs[4]	3,693,778	3,693,778	3,350,707	3,003,497	3,190,306	2,027,229	1,793,423
BLM VRM Class IV	Common to Alternatives 1-6: All BLM Lands within DFAs would be designated VRM Class IV						NA
National Parks and Preserves							
% in Conservation Planning Area[3]	100%	100%	100%	100%	100%	100%	96%
Viewshed[6]	Some DFAs or Solar Variance Lands adjacent to and/or within viewsheds of Mojave NP	Some DFAs within viewsheds of Mojave NP, Death Valley NP, and Joshua Tree NP	Some DFAs adjacent to or within viewsheds of Mojave NP and Joshua Tree NP	Some DFAs within viewsheds of Mojave NP and Joshua Tree NP	Some DFAs within viewsheds of Mojave NP, Death Valley NP, and Joshua Tree NP	Some DFAs or Solar PEIS Variance Lands adjacent to or within viewsheds of Mojave NP, Death Valley NP, and Joshua Tree NP	NA
National Historic Sites							
Viewshed	No overlap of DFAs with Manzanar NHS; DFAs nearby and potentially within the Site's viewshed	No overlap of DFAs with Manzanar NHS; DFAs nearby and potentially within the Site's viewshed	No overlap of DFAs with Manzanar NHS; no viewshed issues	No overlap of DFAs with Manzanar NHS; DFAs nearby and potentially within the Site's viewshed	No overlap of DFAs with Manzanar NHS; DFAs nearby and potentially within the Site's viewshed	No overlap of DFAs with Manzanar NHS; DFAs nearby and potentially within the Site's viewshed	NA
National Byways							
Viewshed	Common to Alternatives 1-6: DFAs, Solar Energy Zones, and Solar PEIS Variance Lands, would overlap and/or be within the viewshed of the easternmost segment (+-10 miles) of Bradshaw Trail Byway; no DFAs in close proximity to Death Valley Scenic Byway						NA
National Trails							
Viewshed	Common to Alternatives 1-6: Points along the Pacific Crest NT would have distant views of DFAs and Solar PEIS Variance Lands in the Pinto Lucerne Valley and Eastern Slopes Ecoregion, and in the West Mojave and Eastern Slopes Ecoregion; points along the Juan Bautista de Anza Trail could have views of DFAs and Solar PEIS Variance Lands in the Imperial Borrego Valley Ecoregion; DFAs and Solar Variance Lands overlap with or would be within the viewshed of points along the various Old Spanish Trail route segments, particularly in the Mojave and Silurian Valley Ecoregion and the Pinto Lucerne Valley and Eastern Slopes Ecoregion.						NA

Table ES-6
Summary of Comparative Evaluation of Draft DRECP Alternatives

Environmental Category[1]	Alternative 1 "Disturbed Lands/Low Resource Conflict Alternative"	Alternative 2 "Geographically Balanced/Transmission Aligned Alternative B"	Alternative 3 "West Mojave Emphasis Alternative"	Alternative 4 "Geographically Balanced/Transmission Aligned Alternative A"	Alternative 5 "Increased Geographic and Technology Flexibility Alternative"	Alternative 6 "Geographically Balanced Alternative C with Variance Lands"	Alternative 7[2] "No Action"
Wild and Scenic Rivers							
Viewshed	Common to Alternatives 1-6: No DFAs in close proximity to Amargosa River, located in Kingston and Funeral Mountains Ecoregion						NA
State Parks							
Viewshed	Common to Alternatives 1-6: Approximately 95% of State Park lands would be within the Reserve System; DFAs would overlap or be within the viewshed of many locations within State Parks, which are located primarily in the Imperial Borrego Valley Ecoregion and the West Mojave and Eastern Slopes Ecoregion						NA
State Scenic Highways/Routes							
Viewshed	Common to Alternatives 1-6: DFAs of Imperial Valley do not overlap, but could be within the viewshed of points along the 18-mile Anza-Borrego Scenic Route						NA
Land Use Policies							
County General Plan Lands – Urban (residential, commercial, industrial)							
Acres in DFAs[7]	316,911	422,226	436,558	392,066	440,672	420,635	862,544
Acres in Conservation Planning Areas[3]	352,484	304,623	291,042	328,747	311,814	332,081	0
County General Plan Lands – Rural							
Acres in DFAs[7]	166,383	285,818	273,098	214,536	252,843	283,460	799,967
Acres in Conservation Planning Areas[3]	496,689	447,328	428,885	491,038	461,370	449,685	0
County General Plan Lands – Agriculture & Open Space							
Acres in DFAs[7]	456,214	630,395	709,656	530,102	837,733	604,266	2,136,578
Acres in Conservation Planning Areas[3]	1,428,233	1,342,818	719,927	1,416,035	1,337,929	1,368,640	2,261
State Land Commission Lands							
Acres is DFAs[7]	7,170	19,399	22,525	19,238	22,032	14,260	258,257
Acres in Conservation Planning Area[3]	298,921	286,954	283,326	287,068	284,645	291,919	2,581
Acres in Solar Variance Lands	75	NA	NA	NA	NA	216	216
Mineral Resources							
Acres of Geothermal Resources in DFAs	71,388	88,982	88,967	88,982	88,982	91,368	NA
Acres of Geothermal Resources in Conservation Planning Area[3,8]	18,228	18,198	18,198	18,198	18,198	1,767	NA
BLM Land Designations, Classifications, Allocations, and Wilderness Inventory							
Acres of Designated NLCS Lands	1,708,776	3,292,594	2,526,284	3,288,065	5,368,823	2,233,553	NA
Acres of ACECs	2,859,691	1,518,207	2,163,528	1,634,027	55,315	1,127,722	2,426,2203
Acres of SRMAs	3,257,412	3,216,363	3,090,817	3,251,739	3,124,382	3,173,948	2,359,025

Table ES-6
Summary of Comparative Evaluation of Draft DRECP Alternatives

Environmental Category[1]	Alternative 1 *"Disturbed Lands/Low Resource Conflict Alternative"*	Alternative 2 *"Geographically Balanced/Transmission Aligned Alternative B"*	Alternative 3 *"West Mojave Emphasis Alternative"*	Alternative 4 *"Geographically Balanced/Transmission Aligned Alternative A"*	Alternative 5 *"Increased Geographic and Technology Flexibility Alternative"*	Alternative 6 *"Geographically Balanced Alternative C with Variance Lands"*	Alternative 7[2] *"No Action"*
Acres of DFAs on BLM Lands	81,991	360,553	324,535	214,153	621,432	252,996	NA
Solar Variance Lands on BLM Lands	172,537	NA	NA	NA	NA	605,065	605,065
Acres of BLM Lands with Wilderness Characteristics in DFAs	1,384	44,506	2,276	2,338	45,243	26,917	NA
Acres of BLM Lands with Wilderness Characteristics in DCLs	365,027	329,198	364,709	365,458	320,090	334,481	NA

Notes:
NA = not applicable.
Acreages are estimates and subject to change.
A description of the data sources for the species habitat reported here is provided in Section 3.1.6.2.
[1]Under Biological Resources, reported as overlapping acres represents mapped habitat areas (e.g., modeled suitable habitat) included in the reserve design (i.e., High Biological Sensitivity [HBS] and Moderate Biological Sensitivity [MBS]) that are within the DFAs and have the potential of being impacted by renewable energy project siting and development activities. Reduced conservation acres are HBS and MBS areas included within the reserve design but not available for conservation due to overlap with DFAs.
[2]Under Biological Resources, reported as overlapping acres for Alternative 7 (No Action) reflect the acreage outside Legally and Legislatively Protected Areas (LLPAs) with renewable energy resources that have the potential to be impacted by renewable energy project siting and development activities.
[3] Existing Conservation in Alternative 7 (No Action).
[4] Existing ACECs in Alternative 7 (No Action).
[5] BLM 2004 Legacy Geographic Information System (GIS) Data; sites recorded through 2004 for the CDCA Plan area and includes cultural resources on BLM, NPS, and private lands.
[6] As defined by BLM, a viewshed is "the landscape that can be directly seen under favorable atmospheric conditions, from a viewpoint or along a transportation corridor." Within a viewshed, views may be in the foreground/middleground distance zone (a distance of 3-5 miles from viewer/viewpoint), background distance zone (from 3-5 miles to a maximum of about 15 miles, or less depending on atmospheric conditions), or seldom seen distance zone (portions of the viewshed that are visible, but more than 15 miles distance.) (Source: BLM Manual 8400 - Visual Resource Management, 1984).
[7] Available Development Areas in Alternative 7 (No Action).
[8] Known Geothermal Resource Area (KGRA) directional drilling in Imperial County; no ground disturbance.

2.0 DESCRIPTION OF DRECP ALTERNATIVES

2.1 Introduction

The description of the Desert Renewable Energy Conservation Plan (DRECP) alternatives in the Executive Summary presents summary information regarding renewable energy development, transmission and conservation for each of the seven alternatives. This section first describes in greater detail elements common to all of the alternatives and then presents detailed data summaries and maps for each alternative. Each alternative is presented as the interagency description of the alternative, and includes the proposed land use plan amendment (LUPA) for each alternative. Natural Community Conservation Plan (NCCP)-specific and Habitat Conservation Plan (HCP)-specific components of each alternative are not presented in this document.

Also refer to the integrated, Development Focus Area (DFA), and Bureau of Land Management (BLM)-proposed LUPA maps for Alternatives 1–6 in Sections 2.3 through 2.8.

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Please note this comparative evaluation provides an illustrative view into the data, information and type of analyses that will be presented in the Draft DRECP and EIR/EIS. This document is not a substitute for or early version of the official Draft DRECP and EIR/EIS.

2.2 Elements Common to All Alternatives Except No Action (Alternatives 1–6)

Certain features of the DRECP are common to all alternatives including proposed DFAs and alternative-specific conservation areas. These elements include the need for and framework of an implementation structure, cost and funding proposals, covered activities components, and monitoring and management as well as common conservation strategy elements. Features of these common elements are described below.

2.2.1 Implementation Structure

The Renewable Energy Action Team (REAT) agencies must select an implementation structure for the HCP/NCCP portions of the DRECP that is well suited to fulfill the responsibilities and perform the actions required to implement the DRECP successfully. The REAT agencies will propose a specific, detailed implementation structure in the draft DRECP and Joint Environmental Impact Report/Environmental Impact Statement (EIR/EIS) that is distributed for public review in 2013. The detailed implementation structure will be identified based on lessons learned from other BLM land use plans, habitat conservation plans and natural community conservation plans, input from counties in the Plan Area, and input from stakeholders.

Some of the counties and stakeholders provided some initial input about the DRECP implementation structure in a California Energy Commission (CEC)-sponsored workshop (for meeting materials, see September 24, 2012 section at http://drecp.org/meetings/) addressing DRECP governance and finance issues. The REAT agencies have not yet determined an organizational structure for implementation of the DRECP. However, they have identified certain key criteria and have considered possible structures based on stakeholder input and other considerations. Important considerations include the size and complexity of the DRECP, the important role of federal and state lands, the large number of public agencies involved, and the agencies' experience with the implementation structures used for other HCPs and NCCPs.

Implementation Responsibilities

The implementation structure for the DRECP must take account of each of the various responsibilities that are integral to the successful implementation of an HCP, an NCCP, and a LUPA. The DRECP implementation structure must either assume or assign responsibility for each role and action required under the DRECP. For example, one or more participating agencies or entities must be assigned responsibility for monitoring and adaptive

management, and the process for adaptive management decision-making must be explained. Other key roles and responsibilities integral to DRECP implementation include:

- Ensuring coordination among participating agencies and entities and facilitating coordinated decision making;
- Program administration, including staffing, facilities, document management, etc.;
- Reporting;
- Securing and managing funding;
- Land acquisition;
- Land stewardship;
- Monitoring and adaptive management;
- Determining for each covered project how the DRECP's programmatic, plan-wide avoidance, minimization and mitigation measures should be applied and implemented;
- Compliance monitoring and enforcement;
- Effectiveness monitoring;
- Facilitating independent science input;
- Coordination with federal, state, and local agencies;
- Tribal coordination and outreach;
- Coordination and outreach with the Department of Defense (DOD) installations in the Plan Area;
- Coordination with land managers in the Plan Area;
- Stakeholder coordination; and
- Public outreach.

Responsibility for the implementation of these roles and actions may be divided among the participating agencies and entities or shared by more than one agency or entity, and coordination among the agencies and entities may be approached differently for the various roles and actions. However, the implementation structure will clarify these responsibilities, explain how the agencies and entities will be organized for implementation purposes, and ensure coordinated decision making.

Evaluation Criteria

The DRECP implementation structure must meet certain criteria to fulfill DRECP implementation responsibilities successfully. The REAT agencies will use these criteria, as well as other considerations, such as stakeholder input, to identify a proposed DRECP implementation structure in the draft DRECP.

Legal Authority

The implementation structure must have, or must include agencies that have, the legal authority to fulfill all responsibilities and implement all actions required by the DRECP. The authority required will vary depending on the responsibility or action, and the required authority need not reside in every participating agency or entity. It will be sufficient if the agency or specific entity that assumes the responsibility for implementation of an action has the legal authority to do so.

Capacity/Capability/Expertise

The structure must include the expertise and resources to implement the DRECP. Relevant expertise includes:

- Biology;
- Recreation;
- Land acquisition;
- Land stewardship/management;
- Financial management;
- Habitat restoration and enhancement;
- Monitoring at a regional scale;
- Adaptive management; and
- Renewable energy technology and siting.

Efficiency/cost-effectiveness

The implementation structure must be able to operate efficiently. Important considerations include:

- Startup costs (i.e., cost to create new entity and/or establish a new program);

- Overhead costs, including relative administrative costs associated with various types of public and private organizations; and
- Contracting—the speed and efficiency with which the structure is able to execute contracts with third-party contractors when necessary to implement required actions;

Ability to raise funds

The DRECP will be implemented partly using revenues from mitigation fees paid for covered projects. However, DRECP implementation will not be limited to mitigation actions and will include conservation actions that are not related to or dependent on the implementation of covered projects or their environmental impacts. The implementation structure must be able to obtain funding from sources other than mitigation fees. Possible funding sources for DRECP implementation include but are not limited to:

- State bond funds and grants;
- Federal grants; and
- Private donations.

Stability/Durability

The DRECP will be implemented over the course of 25 years or more. The DRECP implementation structure must be stable and durable. This criterion is especially relevant when considering the potential role of public and private entities, and the role of established entities and newly formed entities.

Flexibility

The DRECP must be able to adapt to new information and changing ecological conditions, as well as changes in the renewable energy market and renewable energy technology. The implementation structure must be flexible enough to adapt, and to ensure that the DRECP can adapt to these changing conditions. For the DRECP, this includes adaptive management of conservation areas and flexibility in the application of the DRECP's avoidance, minimization and mitigation measures and siting requirements to covered activities that adopt new technologies or practices.

Focus

The DRECP will be a large, complex, long-term plan and program. The implementation structure must be able to maintain focus on DRECP implementation over time, even though participating agencies and entities will likely have to balance competing obligations and

interests. For example, if a participating agency's primary focus is on matters unrelated to land management or natural resources conservation, its ability to remain focused on the implementation of DRECP conservation actions could be constrained.

Credibility

The implementation structure will represent the DRECP in outreach with the public and with stakeholders, as well as in coordination with local governments, Native American tribes, and DOD installations in the Plan Area. The structure will be developed taking into consideration the need to ensure credibility and inspire confidence from stakeholders.

Organizational forms used in other regional HCPs and NCCPs

The REAT agencies will consider various forms of organization for the DRECP implementation structure, including organizational forms used for LUPAs, BLM land use plans and other regional HCPs and NCCPs. Because important aspects of the DRECP distinguish it from other regional HCPs and NCCPs (see below), the implementation structure for the DRECP may not follow that of other HCPs and NCCPs. However, the implementation structures of other plans are instructive and provide useful points of reference.

New joint exercise of powers agency for non-federal land

The most common implementation structure for implementing regional HCPs and NCCPs in California is a joint exercise of powers agency created specifically to implement the HCP or NCCP. Joint exercise of powers agencies are commonly called "joint powers authorities" or "JPAs." A "JPA is a new government entity created by two or more existing public agencies. (See California Joint Exercise of Powers Act, Cal. Gov't Code, section 6500 et seq.). A JPA may exercise any powers common to its member agencies. Participating public agencies can include the state, counties, cities, special districts and other JPAs, as well as the federal government. It is important to note that, while California law allows federal government agencies to participate in a JPA, federal law might not. Whether a federal agency could participate in a JPA would depend on the agency's authority under federal law.

Examples of JPAs that implement regional HCPs and NCCPs in California include: the Coachella Valley Association of Governments and Coachella Valley Conservation Commission (for the Coachella Valley Multiple Species Habitat Conservation Plan); the Riverside County Habitat Conservation Agency (for the Stephens' Kangaroo Rat Habitat Conservation Plan; the Western Riverside County Regional Conservation Authority (for the Riverside County Multiple Species Habitat Conservation Plan); and the East Contra Costa County Habitat Conservancy (for the East Contra Costa County Habitat Conservation Plan).

New private, non-profit public benefit corporation

In some cases, new non-profit corporations are formed to support implementation of an HCP, NCCP, or LUPA. Examples include the Nature Reserve of Orange County and the Natomas Basin Conservancy.

Intergovernmental and interagency committees

Intergovernmental (i.e., among different levels of government, local, state and federal) and interagency (i.e., among state agencies or among federal agencies) committees are another organization form used to implement regional HCPs and NCCPs. Under this approach, specific implementation responsibilities are assigned to each participating entity. No new or separate legal entity is formed. Instead, each entity is responsible for implementing or supporting implementation of a specific part of the plan. Intergovernmental or interagency committees are used to coordinate implementation and facilitate coordinated decision-making. The committees do not have independent, discretionary legal authority. Instead, each participating agency relies on its existing statutory and legal authority to implement the plan. In addition to public agencies, stakeholders and non-governmental organizations often participate in these committees.

Examples of regional HCPs and NCCPs that rely on intergovernmental and interagency committees for implementation purposes are the Clark County Habitat Conservation Plan, the Lower Colorado River Multi-Species Conservation Plan and the San Diego Multi-Species Conservation Plan.

Special Considerations for the DRECP

Certain aspects of the DRECP that are unusual for an HCP/NCCP are relevant for purposes of the DRECP's implementation structure. The REAT agencies will take these special considerations into account when identifying or designing the structure.

- BLM and other federal agencies manage over half of the Plan Area, including most of the most important habitat areas. Management of federal lands, primarily the BLM administered lands, will be a central component of DRECP and its implementation.
- The DRECP is expected to include a LUPA, an HCP and an NCCP, each of which has a different geographic scope, as well as distinct statutory, regulatory and policy requirements. The LUPA applies to BLM administered lands only. The HCP will apply only to non-federal lands, and the NCCP will encompass the entire Plan Area. Any HCP and NCCP permittees associated with the DRECP will have implementation

responsibilities associated with the permits. DRECP implementation will require a somewhat different, though consistent, approach for each component.

- The DRECP spans portions of seven counties, and county participation will likely vary from county to county. Counties will play a key role in the DRECP implementation structure, but the implementation structure must be flexible enough to accommodate different forms of county participation based on the type and location of DRECP activities in each county, as well as county land use rules and policies.
- CEC jurisdiction is limited to certain types of projects; and California State Lands Commission (CSLC) jurisdiction is geographically limited. Because CEC and CSLC each have defined areas of jurisdiction, their participation in the implementation structure will be defined accordingly.
- The need for close and ongoing tribal consultation is a key component of DRECP implementation. The DRECP implementation structure must reflect that.
- The need for coordination with the DOD and with each military installation in the Plan Area is also key to the DRECP's successful implementation, and the DRECP implementation structure must reflect that.
- There are established interagency groups in the desert, including the Desert Managers' Group. These groups can provide an opportunity to coordinate with or be a part of DRECP implementation structure in terms of existing expertise and organizational capacity.

2.2.2 Common Conservation Strategy Elements

2.2.2.1 Plan-wide Biological Goals and Objectives

Appendix E provides the biological goals and objectives (BGOs) for landscape, natural communities, and species addressed in this document including dune processes, the dune community, desert tortoise, big horn sheep, Mohave ground squirrel and burrowing owl. The complete list of biological resource elements for which BGOs are developed and the process for developing the BGOs is described in Section 1.3. These BGOs are considered common to all DRECP alternatives for the purposes of this Description and Comparative Evaluation of Draft DRECP Alternatives. One of the purposes of this document is to provide information for the comparative evaluation of the alternatives; therefore, the Plan-wide BGOs are held constant and the analysis will show if and how the alternatives meet Plan-wide BGOs.

2.2.2.2 *Proposed Covered Species List*

Covered Species are those species addressed in the DRECP for which conservation actions will be implemented and for which the participating entities will seek authorization for take under the Natural Community Conservation Planning Act (NCCPA) and Section 10 of the federal Endangered Species Act (ESA) for most species. At the species-level, the proposed Covered Species are the focus of the DRECP conservation strategy.

Table 2.2-1 identifies the 56 proposed Covered Species evaluated in the draft DRECP alternatives. Proposed Covered Species were selected through a review of their listing status, distribution in the Plan Area, presence of suitable habitat, and potential to be impacted by Covered Activities. The process for developing the list is described in Section 1.3.2 Conservation Planning Process. A summary of these species is provided in Section 3.1, Biological Resources. Detailed species profiles containing legal status, natural history, and population status and trends, as well as maps showing distribution of the species within the Plan Area, are found in the Baseline Biology Report (Dudek and ICF 2012, available online at http://drecp.org/documents/#baseline).

Table 2.2-1
Proposed Covered Species List

Taxa	Common Name	Scientific Name	Federal Status[1]	State Status[2]
Federally and State Endangered and Threatened Proposed Covered Species				
Amphibian/ Reptile	Agassiz's desert tortoise	*Gopherus agassizii*	FT	ST
	arroyo toad	*Anaxyrus (Bufo) californicus*	FE	CSC
	barefoot gecko	*Coleonyx switaki*	BLM	ST
	Tehachapi slender salamander	*Batrachoseps stebbinsi*	BLM/FS	ST
Bird	Bell's vireo (Arizona and Least)	*Vireo bellii (arizonae* and *pusillus)*	Arizona: BLM; Least: FE/BCC	SE
	bald eagle	*Haliaeetus leucocephalus*	FD/BLM	SE/FP
	bank swallow	*Riparia riparia*	BLM	ST
	California black rail	*Laterallus jamaicensis coturniculus*	BCC/BLM	ST
	California condor	*Gymnogyps californianus*	FE	SE/FP
	elf owl	*Micrathene whitneyi*	BLM/BCC	SE
	Gila woodpecker	*Melanerpes uropygialis*	BLM/BCC	SE
	gilded flicker	*Colaptes chrysoides*	BLM/BCC	SE
	greater sandhill crane	*Grus canadensis tabida*	BLM/FS	ST/FP
	Swainson's hawk	*Buteo swainsoni*	BLM/FS	ST

Table 2.2-1
Proposed Covered Species List

Taxa	Common Name	Scientific Name	Federal Status[1]	State Status[2]
	western yellow-billed cuckoo	*Coccyzus americanus occidentalis*	FC/FS/BCC/BLM	SE
	willow flycatcher (including southwestern)	*Empidonax traillii* (including *extimus*)	Southwestern: FE	SE
	Yuma clapper rail	*Rallus longirostris yumanensis*	FE/BCC	ST/FP
Fish	desert pupfish	*Cyprinodon macularius*	FE	SE
	Mohave tui chub	*Gila bicolor mohavensis*	FE	SE/FP
	Owens pupfish	*Cyprinodon radiosus*	FE	SE/FP
	Owens tui chub	*Gila bicolor snyderi*	FE	SE
Mammal	Mohave ground squirrel	*Xerospermophilus mohavensis*	BLM	ST
	bighorn sheep (Peninsular Ranges distinct population segment (DPS) and Nelson's)	*Ovis canadensis nelsoni*	Peninsular: FE/BLM; Desert: BLM	Peninsular: ST/FP; Desert: None
Plant	Algodones Dunes sunflower	*Helianthus niveus* ssp. *tephrodes*	BLM	SE (CRPR 1B.2)
	Bakersfield cactus	*Opuntia basilaris* var. *treleasei*	FE	SE (CRPR 1B.1)
	Cushenbury buckwheat	*Eriogonum ovalifolium* var. *vineum*	FE	(CRPR 1B.1)
	Cushenbury milk-vetch	*Astragalus albens*	FE	(CRPR 1B.1)
	Cushenbury oxytheca	*Acanthoscyphus parishii* var. *goodmaniana*	FE	(CRPR 1B.1)
	Mojave tarplant	*Deinandra mohavensis*	BLM	SE (CRPR 1B.3)
	Owens Valley checkerbloom	*Sidalcea covillei*	BLM	SE (CRPR 1B.1)
	Parish's daisy	*Erigeron parishii*	FT	(CRPR 1B.1)
	Peirson's milk-vetch	*Astragalus magdalenae* var. *peirsonii*	FT	SE (CRPR 1B.2)
	triple-ribbed milk-vetch	*Astragalus tricarinatus*	FE	(CRPR 1B.2)
Non-Listed Proposed Covered Species				
Amphibian/ Reptile	coast horned lizard	*Phrynosoma blainvillii (aka P. coronatum blainvillii)*	BLM/FS/BCC	CSC

Table 2.2-1
Proposed Covered Species List

Taxa	Common Name	Scientific Name	Federal Status[1]	State Status[2]
	flat-tailed horned lizard	*Phrynosoma mcallii*	BLM/FS	CSC
	Mojave fringe-toed lizard	*Uma scoparia*	BLM	CSC
Bird	American peregrine falcon	*Falco peregrinus anatum*	FD/BCC	SD/FP
	burrowing owl	*Athene cunicularia*	BLM	CSC
	golden eagle	*Aquila chrysaetos*	BLM	FP
	white-tailed kite	*Elanus leucurus*	-	FP
Mammal	California leaf -nosed bat	*Macrotus californicus*	BLM/FS	CSC
	hoary bat	*Lasiurus cinereus*	-	-
	pallid bat	*Antrozous pallidus*	BLM/FS	CSC
	Tehachapi pocket mouse	*Perognathus alticolus inexpectatus*	FS	CSC
	Townsend's big-eared bat	*Corynorhinus townsendii*	BLM/FS	CSC
	western mastiff bat	*Eumops perotis*	BLM	CSC
	western red bat	*Lasiurus blossevillii*	FS	CSC
Plant	alkali mariposa-lily	*Calochortus striatus*	BLM	(CRPR 1B.2)
	Barstow woolly sunflower	*Eriophyllum mohavense*	BLM	(CRPR 1B.2)
	desert cymopterus	*Cymopterus deserticola*	BLM	(CRPR 1B.2)
	Little San Bernardino Mountains linanthus	*Linanthus maculatus*	BLM	(CRPR 1B.2)
	Mojave monkeyflower	*Mimulus mohavensis*	BLM	(CRPR 1B.2)
	Parish's alkali grass	*Puccinellia parishii*	BLM	(CRPR 1B.1)
	Parish's phacelia	*Phacelia parishii*	BLM	(CRPR 1B.1)
	Tracy's eriastrum	*Eriastrum tracyi*	BLM/FS	SR (CRPR 1B.2)
	white-margined beardtongue	*Penstemon albomarginatus*	BLM	(CRPR 1B.1)

Notes:
1. Federal Status
FE: Federally Endangered; FT: Federally Threatened; FC: Federal Candidate Species; FD: Federally delisted; FPD: Federal Proposed for Delisting; FPE Federally proposed for listing as Endangered; FPT Federally proposed for listing as Threatened; FS: Forest Service sensitive; BLM: Bureau Land Management sensitive; BCC: Bird of Conservation Concern
2. State Status
SE: State Endangered; ST: State Threatened; SCT: State candidate for listing as Threatened; SD: California delisted; SR: State Rare; CSC: California Species of Concern; CDF: California Department of Forestry and Fire Protection; FP: Fully Protected; CRPR: California Rare Plant Rank

2.2.2.3 *Alternative-Specific Conservation Area Reserve System and Conservation Actions*

Each DRECP alternative, with the exception of the No Action alternative, has an alternative-specific conservation area. These are presented below in the interagency descriptions of individual alternatives.

2.2.2.4 *Conservation and Management Actions Including Allowable Uses and Use Restrictions*

Each DRECP alternative, with the exception of the No Action alternative, has a set of draft conservation and management actions including definition of allowable uses and use restrictions on BLM lands. These draft Conservation and Management Actions were developed without regard to land ownership, and are intended only to illustrate the type and range of measures and actions under consideration for the DRECP. The final Conservation and Management Actions included in the DRECP will be tailored to reflect the different roles that public land and private land will play in the DRECP. Conservation and Management Actions on private lands will be developed in partnership with counties and cities with land use jurisdiction over such lands.

Allowable uses and use restrictions on BLM lands address biological and non-biological resources. Draft conservation and management actions are included in Appendix E for biological and non-biological elements. Three categories of conservation actions are identified: (1) landscape level, natural community level, and species level conservation actions; (2) BLM allowable uses and use restrictions; and (3) other conservation actions identified by the National Park Service (NPS). The State Lands Commission approved the use of state school lands for conservation through language in the Memorandum of Agreement (MOA) with BLM/Department of Interior (DOI) and the Memorandum of Understanding (MOU) with the REAT agencies, but the specific details for implementation will be determined by the State Lands Commission in response to specific conservation project proposals. The BLM allowable uses and use restrictions will be incorporated in the proposed BLM LUPA and would be effective upon BLM's issuance of a Record of Decision for the LUPA.

Biological resource conservation and management actions are included in this document for the following biological resource elements: landscape level—dune processes; natural community level: dunes community; and species level—bighorn sheep, burrowing owl, desert tortoise, and Mohave ground squirrel (see Appendix E). Not included are landscape, natural community and species-level conservation and management actions for the remaining biological resource elements addressed in the DRECP which include four

landscape level processes, 10 general natural community groups and 56 proposed Covered Species. Conservation and management actions for the full suite of biological resource elements will be included in the public review draft DRECP.

The primary biological resource conservation action used for the resource elements addressed in Appendix E is acquisition of private lands. A variety of other conservation action tools are available and are being considered as part of the package of conservation and management actions for the DRECP. These include grazing allotment retirement, fencing, signage, patrolling, public education and awareness, habitat restoration, revegetation and enhancement, road and trail restoration, invasive species control and other potential actions.

2.2.3 Monitoring and Adaptive Management

The purpose of the adaptive management and monitoring plan will be to establish a process and framework through which to monitor the implementation of the conservation actions of the DRECP and to adaptively manage the species, natural communities, and ecological processes to ensure the plan implementation achieves the biological goals and objectives. The adaptive management and monitoring plan will establish a strong institutional structure with the authority to implement and enforce the conservation actions. It will coordinate the development of a baseline database to provide the foundation against which future conditions can be measured. The adaptive management and monitoring plan also will provide the plan implementation context to support a feedback system that incorporates the results of previous studies into future management and monitoring actions. The Adaptive Management and Monitoring Plan will be developed consistent with the U.S. Fish and Wildlife Service (USFWS) HCP Handbook Addendum (i.e., 5-Point Policy) guidance on adaptive management and monitoring (65 FR 35242).

2.2.4 Covered Activities Component

Each DRECP alternative, with the exception of the No Action alternative, has a target of 20,323 megawatts (MWs). Technology mix and geographic distribution for these target MWs varies by alternative as presented in the Executive Summary.

Also common to each alternative are the components for renewable energy and transmission Covered Activities. These are summarized in Table 2.2-2.

Table 2.2-2
Summary of Covered Activities Components

	Trans-mission	Geo-thermal	Solar (PV)	Solar (CSP)	Wind
Initial (Pre-Construction) Activities					
Geotechnical borings	✓	✓	✓	✓	✓
Temporary access routes and staging areas for geotechnical borings	✓	✓	✓	✓	✓
Installation of temporary meteorological stations			✓	✓	✓
Site reconnaissance (including species-specific surveys)	✓	✓	✓	✓	✓
Test drilling for heat sources		✓			
Test trenching	✓	✓	✓?	✓	✓?
Construction					
Access roads/spur roads (permanent and temporary)	✓	✓	✓	✓	✓
Ancillary buildings	✓	✓	✓	✓	✓
Clearing, staging, parking, construction trailer, and equipment and material storage areas	✓	✓	✓	✓	✓
Evaporation ponds		✓		✓[1]	
Fencing (temporary and permanent, for both wildlife and security)	✓	✓	✓	✓	✓
Temporary drainage and erosion control (e.g., diversion channels, retention/detention basins, silt fences, erosion fabrics)	✓	✓	✓	✓	✓
Permanent drainage: conveyance or semi-natural	✓	✓	✓	✓	✓
Flood control structures	✓	✓	✓	✓	✓
Generation facilities		✓	✓[2]	✓	✓
Ground-disturbance activities (including grading and clearing vegetation)	✓	✓	✓	✓	✓
Installation of utility services					
• Electric (distribution lines, facilities, and interconnects)	✓	✓	✓	✓	✓

Table 2.2-2
Summary of Covered Activities Components

	Trans-mission	Geo-thermal	Solar (PV)	Solar (CSP)	Wind
• Natural gas / propane / hydrogen (distribution pipelines and interconnects or tanks/lines)		✓		✓[4]	
• Sewage facilities/pipelines		✓	✓?	✓	✓?
• Telecommunication (lines and facilities)	✓	✓	✓	✓	✓
• Trash collection and disposal	✓	✓	✓	✓	✓
• Water (wells or municipal water supply and pipelines)		✓	✓[5]	✓	?
Meteorological stations		✓	✓	✓	✓
Geothermal, solar, or wind energy collectors,[6] associated collector lines/pipelines[7] and control equipment/lines		✓	✓	✓	✓
Site preparation (e.g., excavation for foundations)	✓	✓	✓	✓	✓
Steam and wastewater lines		✓		✓	
Substations	✓				
Switchyards	✓				
Testing[8]	✓	✓	✓	✓	✓
Transmission gen-ties		✓	✓	✓	✓
Transmission lines and facilities (New)	✓				
Transmission lines and facilities (Upgrades)[9]	✓				
Transmission line-stringing activities	✓				
Operations and Maintenance					
Cleaning, maintenance, repair, and replacement of access roads and spur road, including trimming/removal of native vegetation growing in roadways	✓	✓	✓	✓	✓
Cleaning, maintenance, repair, and replacement of generation facilities		✓	✓	✓	✓
Cleaning, maintenance, repair, and replacement of met stations		✓	✓	✓	✓

Table 2.2-2
Summary of Covered Activities Components

	Trans-mission	Geo-thermal	Solar (PV)	Solar (CSP)	Wind
Cleaning, maintenance, repair, and replacement of geothermal/solar/ wind collectors		✓	✓	✓	✓
Cleaning, maintenance, repair, and replacement of steam and wastewater lines		✓		✓	
Cleaning, maintenance, repair, and replacement of substations and switchyards, including replacing equipment	✓				
Cleaning/washing, maintenance, replacement, repair of transmission tower and distribution pole insulators	✓				
Cleaning, maintenance, repair, and replacement of lines/pipelines and facilities, including those used for utility services	✓	✓	✓	✓	✓
Cleaning, maintenance, repair, replacement, and repainting of buildings/structures (including towers/poles)	✓	✓	✓	✓	✓
Eliminating attractiveness of structures to wildlife (e.g., lighting controls)	✓	✓	✓	✓	✓
Fence repair and replacement	✓	✓	✓	✓	✓
Fire hazard/fuel management/clearing	✓	✓	✓	✓	✓
Integrated pest management, including trapping and regulated use of pesticides	✓	✓	✓	✓	✓
Gas/propane combustion (auxiliary heat/steam source)		✓		✓[5]	
Maintenance of drainage and flood control structures	✓	✓	✓	✓	✓
Monitoring	✓	✓	✓	✓	✓
Hazardous materials treatment and disposal	✓	✓	✓	✓	✓
Pumping of water wells (if water wells are used)		✓	✓[6]	✓	

Table 2.2-2
Summary of Covered Activities Components

	Trans-mission	Geo-thermal	Solar (PV)	Solar (CSP)	Wind
Road repair and replacement	✓	✓	✓	✓	✓
Dust suppression			✓	✓	
Noise management		✓	✓	✓	✓
Solid waste disposal	✓	✓	✓	✓	✓
Testing[9]	✓	✓	✓	✓	✓
Vegetation management and weed/pest control	✓	✓	✓	✓	✓
Turbine operation					✓
Decommissioning					
Removal of buildings, equipment, and structures[10]	✓	✓	✓	✓	✓
Removal of lines and pipelines	✓	✓	✓	✓	✓
Removal of energy collectors		✓	✓	✓	✓
Restoration[11] and revegetation[12]	✓	✓	✓	✓	✓
Monitoring	✓	✓	✓	✓	✓

Notes:
PV = photovoltaic; CSP = concentrating solar power

1. Not all CSP will utilize evaporation ponds; for example, dish and some tower applications do not
2. Includes DC conversion and other facilities
3. Includes common facilities for wind farms
4. Not all CSP will utilize natural gas, propane, or hydrogen
5. If panels are washed.
6. Including geothermal headers, dishes, heliostats, panels, troughs, and wind turbines (or blades)
7. Including electric, steam, thermal storage/transfer fluid
8. Includes mechanical and electrical testing, flood control testing, and, for steam applications, pressure testing
9. Includes reconductoring, rebuilding or inter-setting with additional structures, as well as new poles
10. Includes disposal of any solid wastes and hazardous materials
11. Includes topographical and hydrological features
12. Includes replanting and continued weed control if necessary

2.2.5 Projects Considered Pending Under DRECP

The DRECP will have to address pending projects—proposed renewable energy projects for which an application has already been submitted to one or more of the REAT agencies, but a project level decision would not be issued before the DRECP decisions. For example, right-of-way (ROW) applications have been submitted to BLM for some projects, and California Endangered Species Act (CESA) incidental take permit applications have been submitted to the California Department of Fish and Game (CDFG) for some projects, but

decisions regarding such applications might not be made until after the DRECP is approved. The DRECP will explain how such projects will be addressed, including whether such projects must adhere to the DRECP LUPA and whether they will be covered under the DRECP HCP/NCCP. The approach envisioned for such pending projects is explained in Appendix I.

Broadly speaking, the REAT agencies will address pending projects somewhat differently, depending on how far along they are in the application process and the environmental review process under National Environmental Policy Act (NEPA) or California Environmental Quality Act (CEQA). "Existing Projects," as defined under the DRECP Planning Agreement, projects that have already been found to be consistent with the DRECP through the Interim Process, and projects that have a Draft EIS 60 days after the release of the Draft DRECP EIS/EIR, approximately fall 2013, will not be required to adhere to the DRECP LUPA and will not be covered by the HCP and NCCP. Other pending renewable energy projects will be reviewed for consistency with the DRECP and addressed accordingly, as further explained in Appendix I.

2.2.6 BLM Incentives for Projects in DFAs

The BLM is proposing a variety of activities or incentives to help steer future utility scale renewable energy development to the DFAs. These proposed incentives include those from BLM Solar PEIS for utility scale solar development in the Solar Energy Zones (SEZ), additional incentives and the inclusion of wind and geothermal utility scale development.

These activities include facilitating faster and easier permitting in the DFAs, improving and facilitating mitigation, facilitating permitting of needed transmission to the DFAs, encouraging utility scale development on suitable adjacent nonfederal lands, and providing economic incentives for development in the DFAs. As an additional mechanism to support the establishment of priority areas for utility scale solar, wind and geothermal energy development, consideration is being given through a rulemaking to establish a competitive process for offering public lands for solar and wind development within DFAs and designated leasing areas. In addition, the Secretary of the Interior is considering whether to withdraw the public lands encompassed by DFAs from potentially conflicting uses through the issuance of a Public Land Order.

The proposed incentives and their applicability to the different energy sources are contained in Table 2.2-3.

Table 2.2-3
DRECP Incentives for Renewable Energy Development within Development Focus Areas on BLM Administered Land

Development Focus Area Incentive	Solar	Wind	Geothermal
Facilitate Streamlined Permitting			
Commit to adhere internally to strict schedules (consistent with applicable laws) • from Solar Programmatic Final EIS (PFEIS) SEZs 2–33 extended to DFAs for solar, wind and geothermal	Yes	Yes	Yes
DOI will undertake interagency coordination to expedite service and provide priority processing to projects in DFAs • from Solar PFEIS SEZs 2–33 extended to DFAs for solar, wind, and geothermal	Yes	Yes	Yes
BLM will maintain Renewable Energy Coordination Office (RECOs) as long as needed to assist with efficient authorization of projects in DFAs • from Solar PFEIS SEZs 2–33 extended to DFAs for solar, wind, and geothermal	Yes	Yes	Yes
Through rulemaking, BLM may establish a competitive process for DFAs • from Solar PFEIS SEZs 2–33 extended to DFAs for solar and wind	Yes	Yes, with language to protect initial investment of testing	No; already established in federal regulations at 43 CFR 3203
Put DFA applications at the front of the process list; in front of all other applications. Rank applications according to risk and conflicts inside DFAs.	Yes	Yes	Yes
Prioritize processing of applications in DFAs. Have a single point of contact per project. Hold everyone accountable. • From Solar PFEIS SEZ's 2-33 extended to DFAs for solar, wind and geothermal	Yes	Yes	Yes
Have secretarial-level authorization of projects in DFAs, thereby avoiding potential administrative appeals.	Yes	Yes	Yes
Tier project-level NEPA analysis to the DRECP EIS for renewable energy projects in DFAs.	Yes	Yes	Yes
Coordinate with DOD on potential applications for solar power towers and wind	Yes	Yes	-—

Table 2.2-3
DRECP Incentives for Renewable Energy Development within Development Focus Areas on BLM Administered Land

Development Focus Area Incentive	Solar	Wind	Geothermal
in DFAs identified by DOD as high or moderate risk to testing and training before accepting applications.			
Integration with planned transmission corridor improvements developed by the Transmission Technical Group.	Yes	Yes	Yes
Improve and Facilitate Mitigation			
DFA mitigation plans will be in place at the time of the Record of Decisions (RODs), ESA and NCCP decisions in order to simplify the mitigation process and provide financial certainty.	Yes	Yes	Yes
Develop and utilize appropriate tools to efficiently implement mitigation (biological, recreation, visual, etc.) at the time of the ROD, ESA and NCCP decisions. Including developer and third party implementation, and use of mitigation deposit accounts, such as the REAT-National Fish and Wildlife Foundation (NFWF) Mitigation Account.	Yes	Yes	Yes
Utilize the Golden Eagle framework as a means to facilitate the potential for streamlining future Bald and Golden Eagle Protection Act (BGEPA) permitting in the DFAs.	Yes	Yes	Yes
Tier project-level ESA Section 7 consultations and section 10 HCPs, and NCCP permitting off the DRECP and its analyses.	Yes	Yes	Yes
Facilitate Permitting of Needed Transmission			
BLM will commit staff and prioritize projects that provide needed transmission to the DFAs. • From Solar PFEIS SEZs (Solar PFEIS 2–34) extended to DFAs	Yes	Yes	Yes
Prioritize transmission associated with DFAs. Tier transmission NEPA and CEQA off DRECP documents to the greatest extent practicable.	Yes	Yes	Yes

Table 2.2-3
DRECP Incentives for Renewable Energy Development within Development Focus Areas on BLM Administered Land

Development Focus Area Incentive	Solar	Wind	Geothermal
Provide Economic Incentives			
Lower cost recovery in DFAs because of upfront data collection and environmental review. • From Solar PFEIS SEZs (Solar PFEIS 2–35) extended to DFAs	Yes	Yes	No - Cost recovery does not apply to geothermal activities (Leasing, exploration and development).
Longer phase-in period for rental payments in DFAs. • From Solar PFEIS SEZs (Solar PFEIS 2-35) extended to DFAs	Yes	Yes, as permitted by BLM regulation and policy. Potentially need change to policy to fully utilize.	No – Geothermal Lease rental requirements are addressed in 43 CFR 3211.
Fixed MW capacity fee rental payment for the life of the project in DFAs. • From Solar PFEIS SEZs (Solar PFEIS 2-35) extended to DFAs	Yes	Yes, as permitted by BLM regulation and policy. Potentially need to change policy to fully utilize.	No - Lease Royalty rates for leases issued after August 8, 2005 were established in the 2005 Energy Policy Act, and are incorporated into federal regulations at 43 CFR 3211.17.
Limited base acreage rental payments in DFAs. • From Solar PFEIS SEZs (Solar PFEIS 2-35) extended to DFAs	Yes	Yes, as permitted by BLM regulation and policy. Potentially need to change policy to fully utilize.	No – Geothermal Lease rental requirements are addressed in 43 CFR 3211.
Restructure bonding requirements in DFAs (e.g., a fixed or standard bond per acre). • From Solar PFEIS SEZs (Solar PFEIS 2-35) extended to DFAs.	Yes	Yes, as permitted by BLM regulation and policy. Potentially need to change policy to fully utilize.	No – general geothermal bond requirements are addressed in 43 CFR Subpart 3214. Additional bond requirements

Table 2.2-3
DRECP Incentives for Renewable Energy Development within Development Focus Areas on BLM Administered Land

Development Focus Area Incentive	Solar	Wind	Geothermal
			specific to exploration activities are addressed in subpart 3251.15; drilling operations, Section 3261.18; and utilization operations, Sections 3271.12 and 3273.19.
30-year fixed term lease with fixed rental fee in DFAs. • From Solar PFEIS SEZs (Solar PFEIS 2-35) extended to DFAs.	Yes	Yes, as permitted by BLM regulation and policy. Potentially need to change policy to fully utilize.	No – geothermal lease terms are addressed in 43 CFR 3207
Development in DFAs should result in less administrative oversight and less need for administrative costs and processing time. • From Solar PFEIS SEZs (Solar PFEIS 2-35) extended to DFAs.	Yes	Yes	Yes – within requirements in 43 CFR 3211.
Withdrawal of Lands			
Public lands in DFAs would be withdrawn, in accordance with regulation, subject to valid existing rights, from settlement, sale, location, or entry under the general land laws, as follows: • New mining claims could not be filed, however valid mining claims take precedence over future renewable energy development • Lands could not be sold, exchanged, or otherwise disposed of during the term of the withdrawal • Withdrawn lands would remain open to mineral leasing, geothermal leasing, and mineral material laws	Yes	Yes	Yes

Table 2.2-3
DRECP Incentives for Renewable Energy Development within Development Focus Areas on BLM Administered Land

Development Focus Area Incentive	Solar	Wind	Geothermal
Lands would remain open to ROW authorizations and land leases or permits. • From Solar PFEIS SEZs (Solar PFEIS 2-36) extended to DFAs.			
Incentive for Multiple Technology			
DFAs where solar, wind, and/or geothermal can operate in the same area at the same time will be identified to facilitate.	Yes	Yes	Yes
The mitigation/compensation requirements can be proportionally split between the two or three types of renewable energy projects sited on the same piece of ground and will not be additive.	Yes	Yes	Yes
Only one set of surveys and assessments for wildlife or plant species and cultural resources will be required on a dual or triple technology site.	Yes	Yes	Yes
Dual or triple technology projects can use a single NEPA document to analyze the project.	Yes	Yes	Yes

2.2.7 Durability of BLM Conservation Lands

The BLM and CDFG have entered into an MOU regarding the durability of biological conservation on BLM lands. See Appendix J. The BLM and CDFG developed this MOU for the purpose of memorializing and making specific their cooperation and coordination to protect and conserve fish, wildlife, plants and their habitat in the DRECP area. This MOU is a framework that describes general agency cooperation and coordination commitments. Consistent with the goals of this MOU, the BLM will work with CDFG to identify and evaluate tools and actions, consistent with BLM's land use authority as defined by Federal l aw, regulations, and policy, to manage the lands identified by CDFG as part of a habitat reserve to meet NCCPA requirements. BLM may also agree to authorize mitigation on BLM Lands for impacts caused by development on privately owned land or state-owned land on BLM Lands.

Appendix J contains the fully executed MOU.

2.2.8 Literature Cited

65 FR 35242. Notice of Final Policy: "Notice of Availability of a Final Addendum to the Handbook for Habitat Conservation Planning and Incidental Take Permitting Process." June 1, 2000.

Dudek and ICF. 2012. *Desert Renewable Energy Conservation Plan (DRECP): Baseline Biology Report.* Draft. Prepared by Dudek and ICF under contract to Aspen Environmental Group for California Energy Commission. March 2012.

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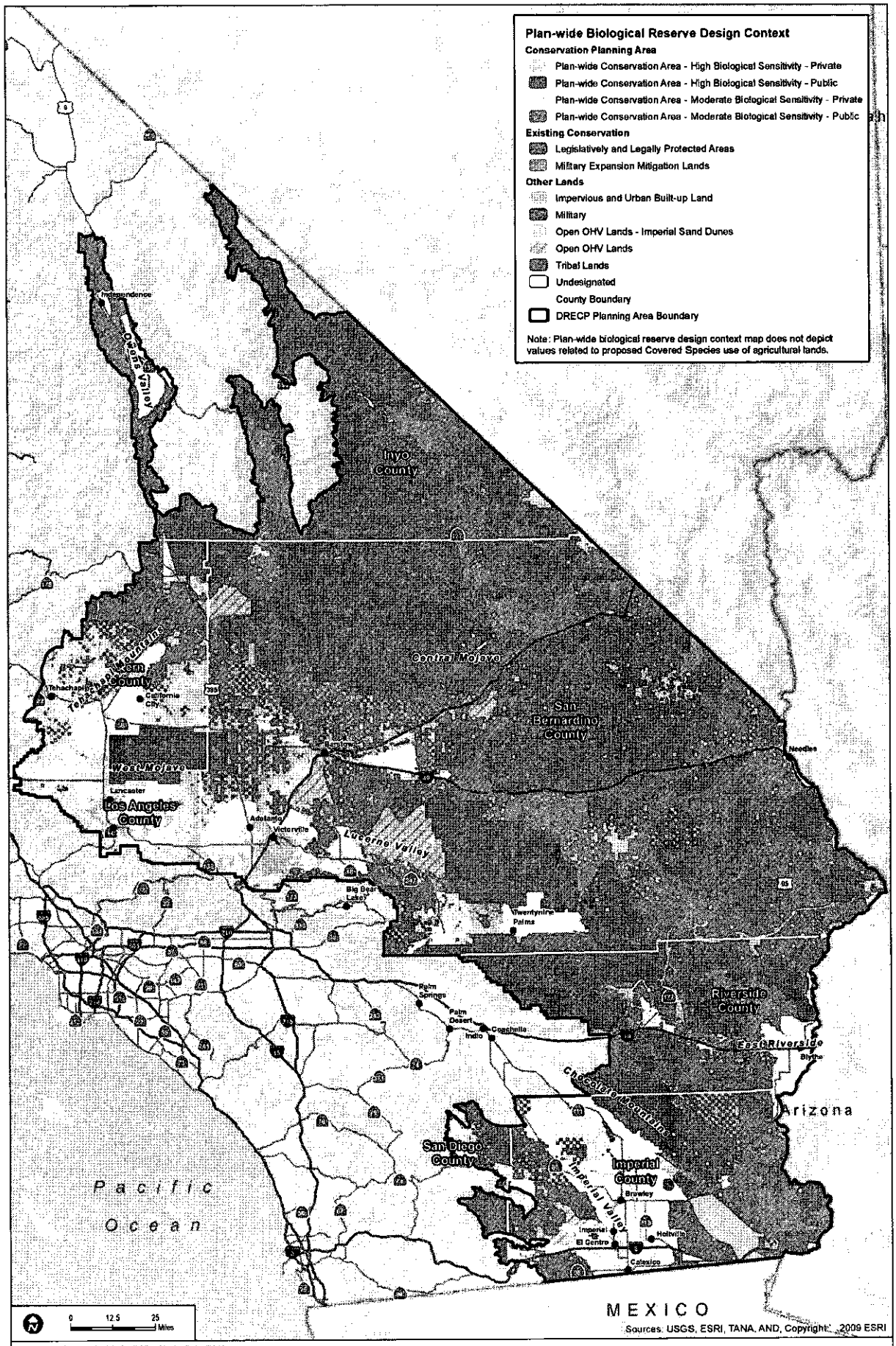

Sources: USGS (2001, 2010), ESRI (2010), BLM (2012)

FIGURE 2.2-1

Plan-wide Biological Reserve Design Context Map

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2.3 Interagency Description of Alternative 1

The following tables and figures present detailed information for Alternative 1. Refer to Appendix D for additional information, including specific descriptions, including allowable and non-allowable uses, and maps for LUPA Areas of Critical Environmental Concern (ACEC), National Landscape Conservation System (NLCS) lands, and Special Recreation Management Areas (SRMAs).

Figure 2.3-1 presents the integrated alternative showing the DFAs and the Alternative 1 conservation area including proposed LUPA designations and conservation planning areas. Table 2.3-4 provides acreages for the map categories shown on Figure 2.3-1. Table 2.3-6 presents an acreage summary for the Alternative 1 conservation area. Detailed breakouts for each biological resource element by ecoregion within the Alternative 1 conservation area are provided in Section 4.1 and Appendix B.

Figure 2.3-2 highlights the DFAs for Alternative 1 and Tables 2.3-1, 2.3-2, 2.3-3, and 2.3-5 show the distribution of Alternative 1 DFAs by land ownership class, by ecoregional subarea and by county.

Figure 2.3-3 shows the Alternative 1 BLM LUPA. Detailed LUPA maps and work sheets for Alternative 1 are included in Appendix D. A table summarizing LUPA acreages for each alternative is provided in the Executive Summary.

2.3.1 Solar PEIS Variance Land Screening

Keeping with the Disturbed Lands/Low Conflict theme of Alternative 1, screening criteria were applied to the Solar PEIS variance lands. The purpose of the screening criteria was to assess the location of Solar PEIS variance lands in Alternative 1 using more recent, specific, and refined data than was available for the Solar PEIS, and adding criteria consistent with this alternatives theme. If any of the Solar PEIS variance lands triggered any one of the screening criteria below, those lands were eliminated as variance lands from Alternative 1 and the proposed LUPA would change the existing variance land allocation. The variance lands that remain compliment the DFAs for this alternative and would follow the same requirements as per the Solar PEIS.

The screening criteria are broken into two groupings: 1) existing land and resource allocations or characteristics for which recent or refined mapping data was applied, and 2) new or modified land and resource allocations or characteristics recently categorized or specifically designed for Alternative 1. If discrepancies exist between the map and the screening criteria, the criteria control.

Group 1:

1. All designated and proposed critical habitat areas for species protected under the ESA of 1973 (as amended).
2. All areas where the BLM has made a commitment to state agency partners and other entities to manage sensitive species habitat, for example the Desert Tortoise Research Natural Area including the lands acquired by the Desert Tortoise Preserve Committee, Inc.
3. All desert tortoise translocation sites identified in applicable land use plans, project-level mitigation plans or Biological Opinions.
4. All wildlife migratory and movement corridors identified in applicable land use plans and recently mapped, through efforts such as South Coast Wildlands.
5. All Big Game Winter Ranges identified in applicable land use plans, such as mule deer area in the Bishop Resource Management Plan (RMP).
6. National Historic and Natural Landmarks identified in applicable land use plans and DRECP.
7. Lands within the boundaries of properties listed in the National Register of Historic Places (NRHP).
8. Segments of rivers determined to be eligible or suitable for Wild and Scenic River status identified in applicable land use plans, including associated 0.25 mile corridor.
9. Lands within a solar, wind or geothermal energy development ROW grant or application area found to be inappropriate for energy development through an environmental review process that occurred prior to finalization of the Draft DRECP EIS.
10. All lands within the proposed Mojave Trails National Monument.
11. All conservation lands acquired through donations or use of Land and Water Conservation Funds.
12. Wild Horse or Burro Herd Management Areas.

Group 2:

13. All ACECs, Research Natural Areas (RNA), and NLCS lands/units identified in DRECP Alternative 1.
14. All areas with BLM inventoried wilderness characteristics.

15. Developed recreational facilities, special-use permit recreation sites, all SRMAs, and all Long Term Vehicle Areas (LTVA) identified in Alternative 1.
16. Developed recreational facilities, special-use permit recreation sites, all SRMAs, and all Long Term Vehicle Areas (LTVA) identified in Alternative 1.
17. Variance land parcels smaller than 280 acres and/or not capable of being combined with other BLM variance parcels or non-BLM lands in Alternative 1 Development Focus Areas to reach the 280-acre minimum size. (280 acres is the size of two small utility-scale solar projects [20 MW as per CEC] at approximately 7 acres per MW.)
18. Narrow stringers on cherry stems roads between areas conserved or specially managed.
19. Areas within 1 mile of National Scenic and Historic Trail Corridors.
20. Designated off-highway vehicle (OHV) open areas.
21. All dunes, sand sources and sand flow corridors.
22. All Microphyll woodlands, also known as semi-desert wash woodland/scrub.
23. Lands within 0.25 mile of any surface water source or riparian areas (e.g., seeps, springs, lakes, ponds, streams, rivers).

Table 2.3-1
Alternative 1 Development Focus Area and Conservation Area Reserve System by Land Ownership Class (acres)

Alternative 1	Land Ownership Class							
	Federal	*State*	*Local*	*Municipal*	*Non-Profit*	*Private*	*Tribal Lands*	*Total*
Development Focus Areas (DFAs)	99,374	7,586	195	49,329		963,608		1,120,092
BLM Solar PEIS Variance Lands	172,386	28	0	2		122	0	172,537
Conservation Area Reserve System	13,082,989	644,086	5,248	127,864	3,750	2,321,480	0	16,185,416
Existing Conservation								
Legislatively and Legally Protected Areas	7,124,201	334,185			3,522	2,492		7,464,400
Military Expansion Mitigation Lands	95,802							95,802
Proposed Conservation (DCLs on BLM Land)								
HBS-Public	3,608,718							3,608,718
MBS-Public	877,810							877,810
Undesignated	57,255							57,255
Impervious and Urban Built-up Land	24,684							24,684
Planned Conservation								
HBS-Public	569,201	168,560	975	36,463	188			775,386
MBS-Public	717,960	141,341	4,273	91,401	40			955,016
HBS-Private	4,467					1,050,349		1,054,816
MBS-Private	2,890					1,268,639		1,271,530
Other Lands	3,707,582	18,775	3,138	140,334	41	1,106,335	132,528	5,108,733
Impervious and Urban Built-up Land	19,379	324	2,867	3,045	41	315,176	3,968	344,801
Military	2,932,994					728		2,933,723
Open OHV Lands	352,773	2,570				22,784		378,128
Open OHV Lands - Imperial Sand Dunes	132,987	30				850		133,868
Tribal Lands	124						128,560	128,684
Undesignated	269,324	15,850	271	137,289		766,795		1,189,529
Total	**17,062,330**	**670,474**	**8,581**	**317,529**	**3,791**	**4,391,545**	**132,528**	**22,586,778**

Note: All acreages are estimates and subject to change
Local includes County, City, and Special District
DCLs: BLM Desert Conservation Lands designations; HBS: High Biological Sensitivity; MBS: Moderate Biological Sensitivity;
HBS-Private and MBS-Private lands include acreage identified as Federal due to the coding of a portion of the Catellus lands transfers.

Table 2.3-2
Alternative 1 Development Focus Areas by County and Aggregated Land Ownership

DFA by County by Aggregated Ownership	Acres
Imperial County	**449,553**
Private	346,955
Public/Quasi-public/Other	102,598
Inyo County	**21,772**
Private	1,242
Public/Quasi-public/Other	20,530
Kern County	**128,094**
Private	124,066
Public/Quasi-public/Other	4,028
Los Angeles County	**125,824**
Private	125,497
Public/Quasi-public/Other	327
Riverside County	**100,625**
Private	81,538
Public/Quasi-public/Other	19,087
San Bernardino County	**294,224**
Private	284,310
Public/Quasi-public/Other	9,914
Total	**1,120,092**

Note: All acreages are estimates and subject to change

Table 2.3-3
Alternative 1 Development Focus Areas by Ecoregional Subarea

DFA by Ecoregional Subarea	Acres
Cadiz Valley and Chocolate Mountains	100,630
Imperial Borrego Valley	449,548
Mojave and Silurian Valley	44,208
Owens River Valley	21,772
Pinto Lucerne Valley and Eastern Slopes	100,520
Providence and Bullion Mountains	13,208
West Mojave and Eastern Slopes	390,206
Total	**1,120,092**

Note: All acreages are estimates and subject to change

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Table 2.3-4
Integrated Alternative 1 (acres)

Alternative 1 DFAs and Conservation Area Reserve System and Other Lands	BLM Land Use Plan Amendment						Total
	DCLs			*Non-DCLs*			
	Non-SRMA	*SRMA*	*DCLs Subtotal*	*Non-SRMA*	*SRMA*	*Non-DCLs Subtotal*	
Development Focus Areas (DFAs)	**8,177**	**1,079**	**9,257**	**1,089,889**	**20,946**	**1,110,835**	**1,120,092**
BLM Solar PEIS Variance Lands	**26**		**26**	**172,511**	**0**	**172,511**	**172,537**
Conservation Area Reserve System	**4,406,725**	**2,305,292**	**6,712,017**	**8,495,018**	**978,381**	**9,473,399**	**16,185,416**
Existing Conservation							
Legislatively and Legally Protected Areas	641,653	270,302	911,955	6,295,266	257,180	6,552,445	7,464,400
Military Expansion Mitigation Lands	74,701	15,364	90,066	3,989	1,748	5,736	95,802
Proposed Conservation							
HBS-Public	2,133,277	1,475,441	3,608,718				3,608,718
MBS-Public	653,467	224,343	877,810				877,810
Undesignated	36,439	20,817	57,255				57,255
Impervious and Urban Built-up Land	14,214	10,469	24,684				24,684
Planned Conservation							
HBS-Public	99,060	28,792	127,853	441,775	205,758	647,533	775,386
MBS-Public	42,936	16,733	59,669	577,537	317,810	895,347	955,016
HBS-Private	469,855	146,093	615,948	394,157	44,710	438,867	1,054,816
MBS-Private	241,121	96,939	338,060	782,294	151,176	933,470	1,271,530
Other Lands	**157,860**	**20,823**	**178,683**	**4,299,508**	**630,543**	**4,930,050**	**5,108,733**
Impervious and Urban Built-up Land	13,698	2,222	15,920	315,460	13,421	328,881	344,801
Military	45,839	215	46,054	2,871,246	16,422	2,887,669	2,933,723
Open OHV Lands	484	14,382	14,866	1,093	362,168	363,262	378,128
Open OHV Lands - Imperial Sand Dunes	106	1,361	1,467	298	132,103	132,401	133,868
Tribal Lands	68	0	68	126,145	2,471	128,616	128,684
Undesignated	97,665	2,643	100,307	985,265	103,957	1,089,222	1,189,529
Total	**4,572,788**	**2,327,194**	**6,899,982**	**14,056,926**	**1,629,869**	**15,686,796**	**22,586,778**

Note: All acreages are estimates and subject to change
HBS: High Biological Sensitivity; MBS: Moderate Biological Sensitivity
DCLs: BLM Desert Conservation Lands designations (Area of Critical Environmental Concern, National Landscape Conservation System, Wildlife); SRMA: Special Recreation Management Area

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Table 2.3-5
Alternative 1 Technology Types within Development Focus Areas by County

DFAs by Technology Type by County	Acres
Imperial County	**449,553**
Geothermal	100,024
Solar	143,153
Solar and Geothermal	201,350
Solar and Wind	151
Solar, Wind and Geothermal	4,875
Inyo County	**21,772**
Solar	21,772
Kern County	**128,094**
Solar	75,354
Solar and Wind	52,741
Los Angeles County	**125,824**
Solar	125,824
Riverside County	**100,625**
Solar	76,084
Solar and Wind	24,541
San Bernardino County	**294,224**
Geothermal	493
Solar	90,451
Solar and Wind	203,280
Total	**1,120,092**

Note: All acreages are estimates and subject to change

Table 2.3-6
Alternative 1 Conservation Area Reserve System Summary

Alternative 1 Conservation Area Reserve System	Acres	% of the Plan-wide Reserve Context
Existing Conservation	**7,560,202**	100%
Legislatively and Legally Protected Areas	7,464,400	100%
Military Expansion Mitigation Lands	95,802	100%
Proposed and Planned Conservation	**8,625,214**	—
HBS-Public	**4,384,104**	97%
Proposed Conservation	3,608,718	—
Planned Conservation	775,368	—
MBS-Public	**1,832,826**	97%
Proposed Conservation	877,810	—
Planned Conservation	995,016	—
Planned Conservation - HBS-Private	**1,054,816**	98%
Planned Conservation - MBS-Private	**1,271,530**	100%
Proposed Conservation - Undesignated	**57,255**	—
Proposed Conservation - Impervious and Urban Built-up Land	**24,684**	—
Conservation Area Reserve System Total	**16,185,416**	99%

Note: All acreages are estimates and subject to change

Please note this comparative evaluation provides an illustrative view into the data, information and type of analyses that will be presented in the Draft DRECP and EIR/EIS. This document is not a substitute for or early version of the official Draft DRECP and EIR/EIS.

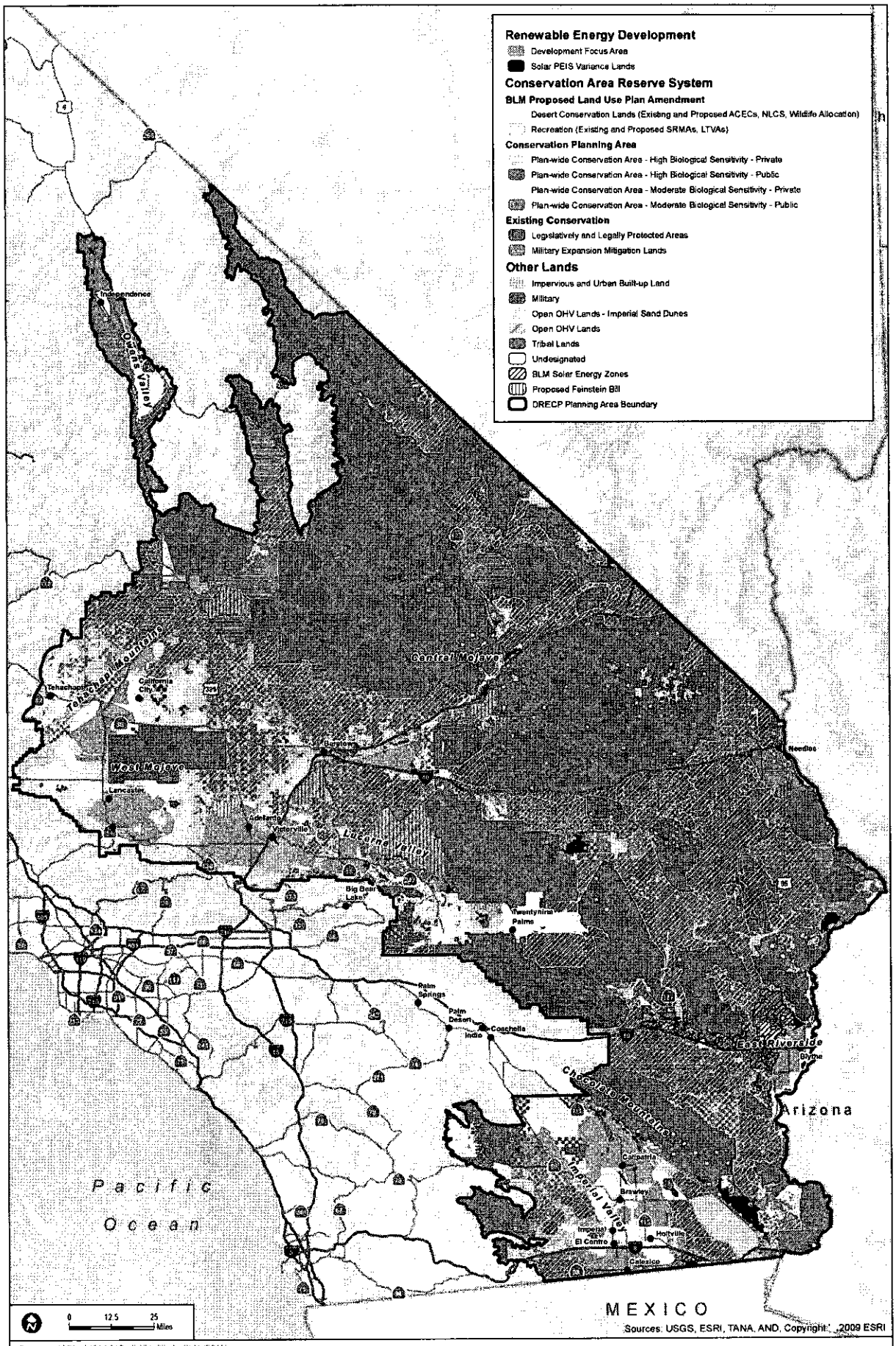

FIGURE 2.3-1

Alternative 1 - Disturbed Lands/Low Resource Conflict Alternative: Integrated

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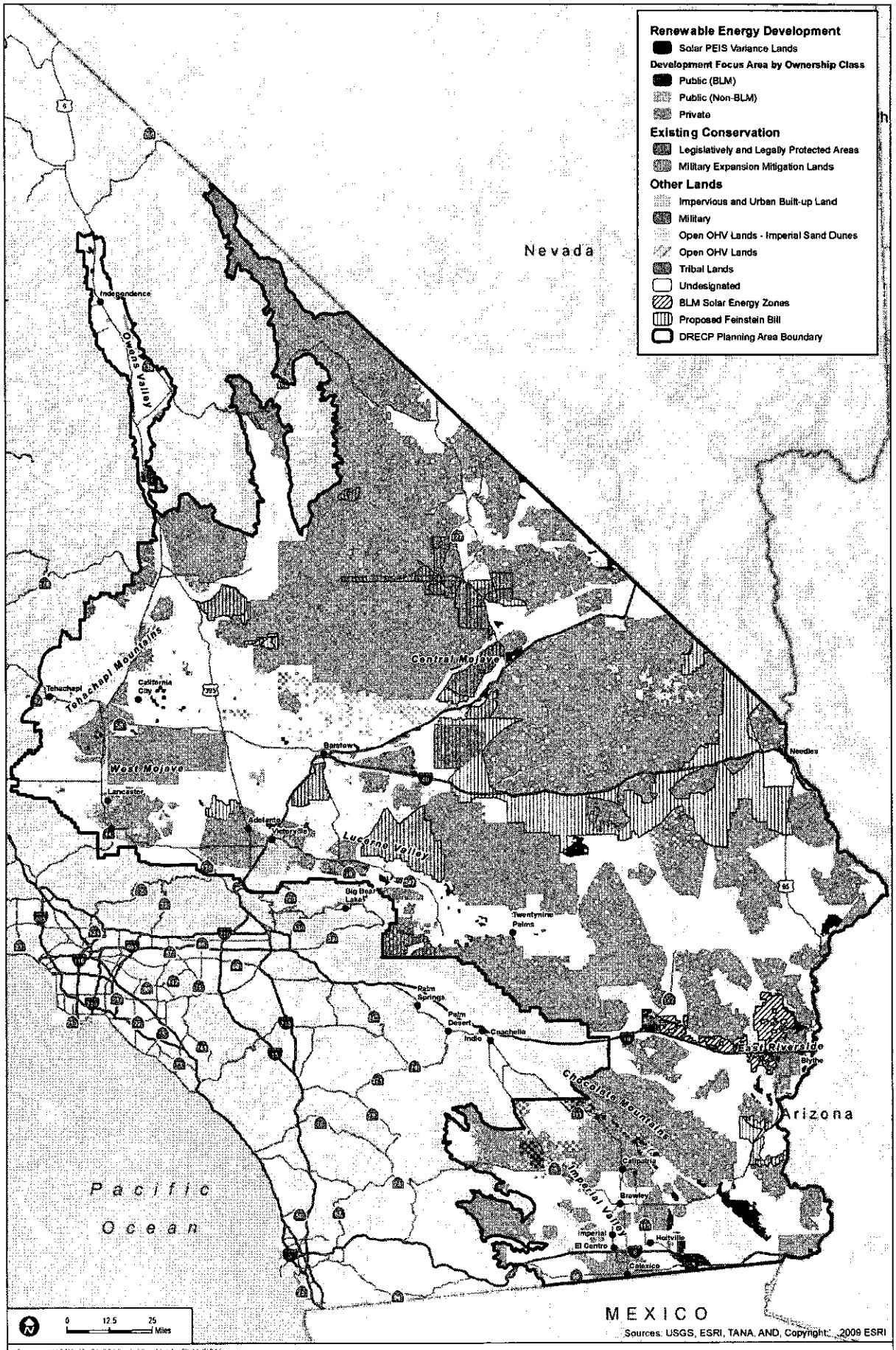

FIGURE 2.3-2

Alternative 1 - Disturbed Lands/Low Resource Conflict Alternative: Development Focus Areas by Ownership Class

Desert Renewable Energy Conservation Plan (DRECP)

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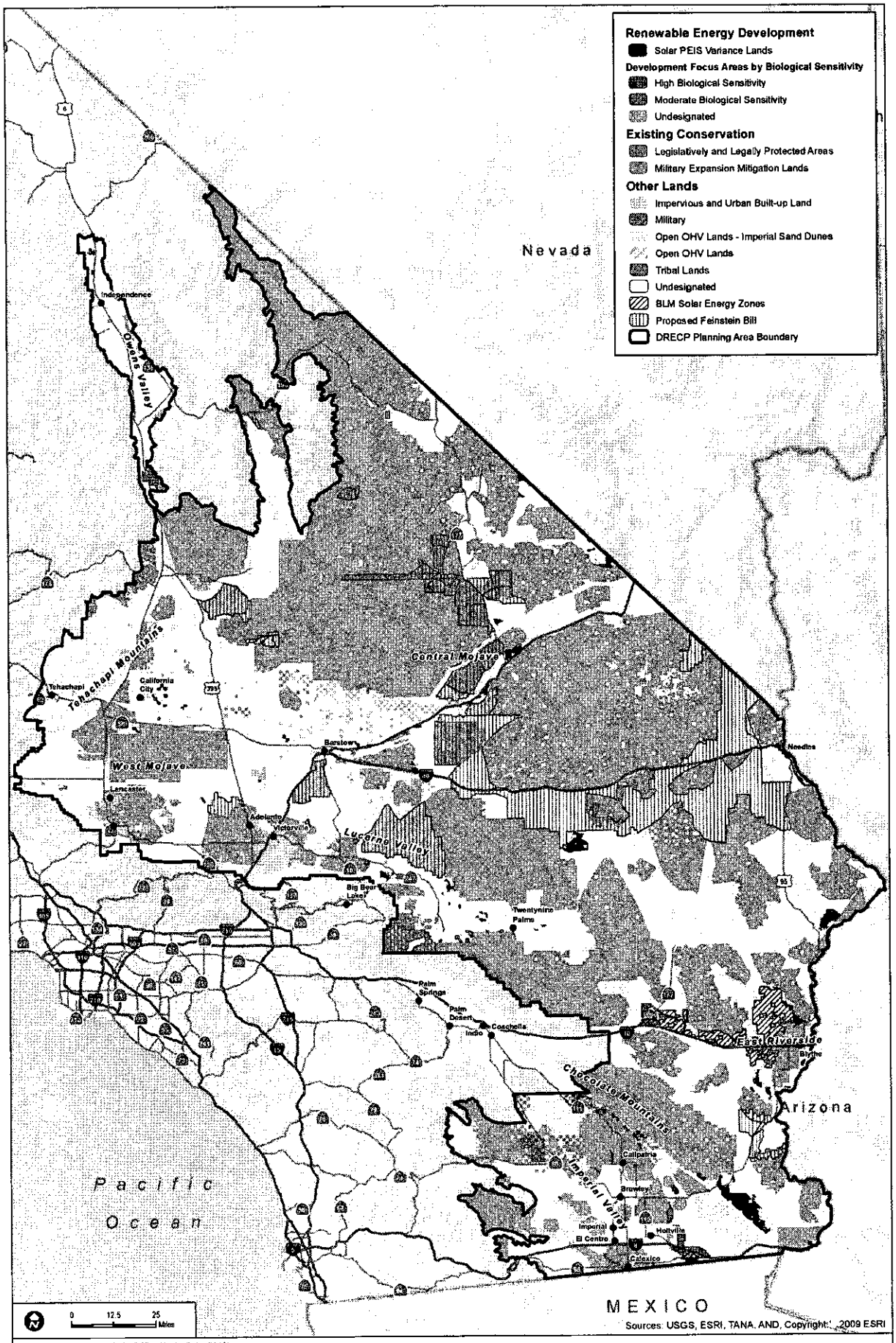

Sources: USGS (2001-2010), ESRI (2010), BLM (2012)

FIGURE 2.3-3

Alternative 1 - Disturbed Lands/Low Resource Conflict Alternative: Development Focus Areas by Biological Sensitivity

Desert Renewable Energy Conservation Plan (DRECP)

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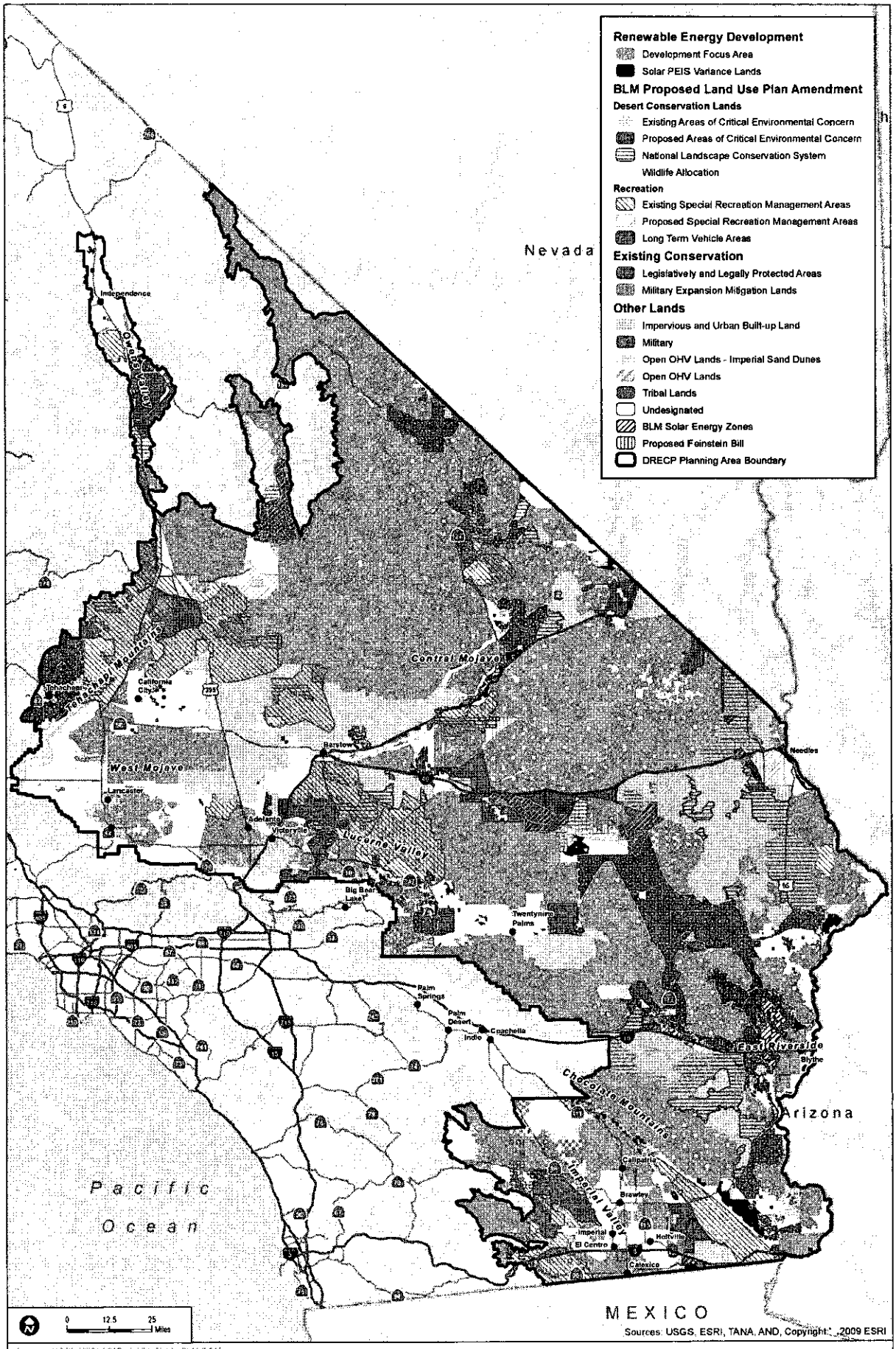

FIGURE 2.3-4

Alternative 1 - Disturbed Lands/Low Resource Conflict Alternative: BLM Proposed Land Use Plan Amendment

Desert Renewable Energy Conservation Plan (DRECP)

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2.4 Interagency Description of Alternative 2

The following tables and figures present detailed information for Alternative 2. Refer to Appendix D for Alternative 2 specific descriptions, including allowable and non-allowable uses, and maps for LUPA ACECs, NLCS lands, and SRMAs.

Figure 2.4-1 presents the integrated alternative showing the DFAs and the Alternative 2 conservation area including proposed LUPA designations and conservation planning areas. Table 2.4-4 provides acreages for the map categories shown on Figure 2.4-1. Table 2.4-6 presents an acreage summary for the Alternative 2 conservation area. Detailed breakouts for each biological resource element by ecoregion within the Alternative 2 conservation area are provided in Section 4.1 and Appendix B.

Figure 2.4-2 highlights the DFAs for Alternative 2 and Tables 2.4-1, 2.4-2, 2.4-3, and 2.4-5 show the distribution of Alternative 2 DFAs by land ownership class, by ecoregional subarea and by county.

Figure 2.4-3 shows the Alternative 2 BLM LUPA. Detailed LUPA maps and work sheets for Alternative 2 are included in Appendix D. A table summarizing LUPA acreages for each alternative is provided in the Executive Summary.

Table 2.4-1
Alternative 2 Development Focus Area and Conservation Area Reserve System by Land Ownership Class (acres)

Alternative 2	Land Ownership Class							
	Federal	*State*	*Local*	*Municipal*	*Non-Profit*	*Private*	*Tribal Lands*	*Total*
Development Focus Areas (DFAs)	380,487	19,732	227	49,541		1,373,332		1,823,319
Conservation Area Reserve System	13,046,101	632,123	5,239	127,866	3,750	2,116,867	0	15,931,946
Existing Conservation								
Legislatively and Legally Protected Areas	7,127,746	334,210			3,522	2,493		7,467,971
Military Expansion Mitigation Lands	95,802							95,802
Proposed Conservation								
HBS-Public	3,721,915							3,721,915
MBS-Public	988,988							988,988
Undesignated	71,163							71,163
Impervious and Urban Built-up Land	28,735							28,735
Planned Conservation								
HBS-Public	473,371	168,214	970	36,464	188			679,208
MBS-Public	531,024	129,698	4,269	91,401	40			756,432
HBS-Private	4,467					1,026,456		1,030,922
MBS-Private	2,890					1,087,919		1,090,809
Other Lands	**3,635,742**	**18,619**	**3,115**	**140,122**	**41**	**901,455**	**132,528**	**4,831,623**
Impervious and Urban Built-up Land	17,466	327	2,867	3,045	41	315,179	3,968	342,894
Military	2,933,016					728		2,933,744
Open OHV Lands	352,769	2,570				22,782		378,121
Open OHV Lands - Imperial Sand Dunes	132,987	30				850		133,868
Tribal Lands	124						128,560	128,684
Undesignated	199,380	15,691	248	137,077		561,914		914,311
Total	**17,062,330**	**670,474**	**8,581**	**317,529**	**3,791**	**4,391,654**	**132,528**	**22,586,888**

Note: All acreages are estimates and subject to change
Local includes County, City, and Special District
HBS: High Biological Sensitivity; MBS: Moderate Biological Sensitivity
HBS-Private and MBS-Private lands include acreage identified as Federal due to the coding of a portion of the Catellus lands transfers.

Table 2.4-2
Alternative 2 Development Focus Areas by County and Aggregated Land Ownership

DFA by County by Aggregated Ownership	Acres
Imperial County	**482,224**
Private	347,107
Public/Quasi-public/Other	135,116
Inyo County	**56,232**
Private	18,687
Public/Quasi-public/Other	37,545
Kern County	**351,359**
Private	324,927
Public/Quasi-public/Other	26,432
Los Angeles County	**238,815**
Private	238,079
Public/Quasi-public/Other	736
Riverside County	**265,914**
Private	90,474
Public/Quasi-public/Other	175,439
San Bernardino County	**428,775**
Private	354,058
Public/Quasi-public/Other	74,717
Total	**1,823,319**

Note: All acreages are estimates and subject to change

Table 2.4-3
Alternative 2 Development Focus Areas by Ecoregional Subarea

DFA by Ecoregional Subarea	Acres
Cadiz Valley and Chocolate Mountains	265,942
Imperial Borrego Valley	482,196
Kingston and Funeral Mountains	39,979
Mojave and Silurian Valley	73,149
Owens River Valley	21,783
Panamint Death Valley	6,055
Pinto Lucerne Valley and Eastern Slopes	143,057
Providence and Bullion Mountains	17,333
West Mojave and Eastern Slopes	773,826
Total	**1,823,319**

Note: All acreages are estimates and subject to change

Table 2.4-4
Integrated Alternative 2 (acres)

Alternative 2 DFAs and Conservation Area Reserve System and Other Lands	BLM Land Use Plan Amendment						Total
	DCLs			*Non-DCLs*			
	Non-SRMA	*SRMA*	*DCLs Subtotal*	*Non-SRMA*	*SRMA*	*Non-DCLs Subtotal*	
Development Focus Areas (DFAs)	**11,706**	**6,782**	**18,488**	**1,751,401**	**53,431**	**1,804,831**	**1,823,319**
Conservation Area Reserve System	**5,790,516**	**1,183,468**	**6,973,984**	**8,384,229**	**573,732**	**8,957,961**	**15,931,946**
Existing Conservation							
Legislatively and Legally Protected Areas	788,441	143,742	932,183	6,347,031	188,757	6,535,788	7,467,971
Military Expansion Mitigation Lands	74,701	15,364	90,066	3,989	1,748	5,736	95,802
Proposed Conservation							
HBS-Public	2,927,352	794,563	3,721,915				3,721,915
MBS-Public	952,171	36,817	988,988				988,988
Undesignated	51,533	19,630	71,163				71,163
Impervious and Urban Built-up Land	24,225	4,510	28,735				28,735
Planned Conservation							
HBS-Public	122,355	5,190	127,545	441,326	110,336	551,662	679,208
MBS-Public	54,555	2,988	57,543	535,210	163,680	698,889	756,432
HBS-Private	504,673	107,069	611,743	394,988	24,192	419,180	1,030,922
MBS-Private	290,509	53,594	344,103	661,686	85,020	746,706	1,090,809
Other Lands	**159,192**	**19,546**	**178,738**	**4,076,033**	**576,851**	**4,652,884**	**4,831,623**
Impervious and Urban Built-up Land	15,728	1,276	17,004	319,690	6,199	325,890	342,894
Military	46,157	24	46,181	2,874,181	13,382	2,887,563	2,933,744
Open OHV Lands	515	14,356	14,871	3,952	359,298	363,250	378,121
Open OHV Lands - Imperial Sand Dunes	109	1,365	1,474	295	132,099	132,394	133,868
Tribal Lands	68		68	128,362	254	128,616	128,684
Undesignated	96,615	2,525	99,139	749,553	65,618	815,171	914,311
Total	**5,961,414**	**1,209,796**	**7,171,211**	**14,211,663**	**1,204,014**	**15,415,677**	**22,586,888**

Note: All acreages are estimates and subject to change

HBS: High Biological Sensitivity; MBS: Moderate Biological Sensitivity

DCLs: BLM Desert Conservation Lands designations (Area of Critical Environmental Concern, National Landscape Conservation System, Wildlife); SRMA: Special Recreation Management Area

Table 2.4-5
Alternative 2 Technology Types within Development Focus Areas by County

DFAs by Technology Type by County	Acres
Imperial County	**482,224**
Geothermal	113,773
Solar	141,476
Solar and Geothermal	221,934
Solar and Wind	167
Solar, Wind and Geothermal	4,874
Inyo County	**56,232**
Geothermal	6,177
Solar	42,371
Solar and Geothermal	7,684
Kern County	**351,359**
Solar	159,596
Solar and Wind	191,764
Los Angeles County	**238,815**
Solar	238,815
Solar and Wind	0
Riverside County	**265,914**
Solar	117,992
Solar and Wind	147,922
San Bernardino County	**428,775**
Geothermal	493
Solar	184,012
Solar and Wind	244,270
Total	**1,823,319**

Note: All acreages are estimates and subject to change

Table 2.4-6
Alternative 2 Conservation Area Reserve System Summary

Alternative 2 Conservation Area Reserve System	Acres	% of the Plan-wide Reserve Context
Existing Conservation	**7,563,773**	100%
Legislatively and Legally Protected Areas	7,467,971	100%
Military Expansion Mitigation Lands	95,802	100%
Proposed and Planned Conservation	**8,368,173**	—
HBS-Public	**4,401,123**	98%
Proposed Conservation	3,721,915	—
Planned Conservation	679,208	—
MBS-Public	**1,745,420**	92%
Proposed Conservation	988,988	—
Planned Conservation	756,432	—
Planned Conservation - HBS-Private	**1,030,922**	96%
Planned Conservation - MBS-Private	**1,090,809**	86%
Proposed Conservation - Undesignated	**71,163**	—
Proposed Conservation - Impervious and Urban Built-up Land	**28,735**	—
Conservation Area Reserve System Total	**15,931,946**	98%

Note: All acreages are estimates and subject to change

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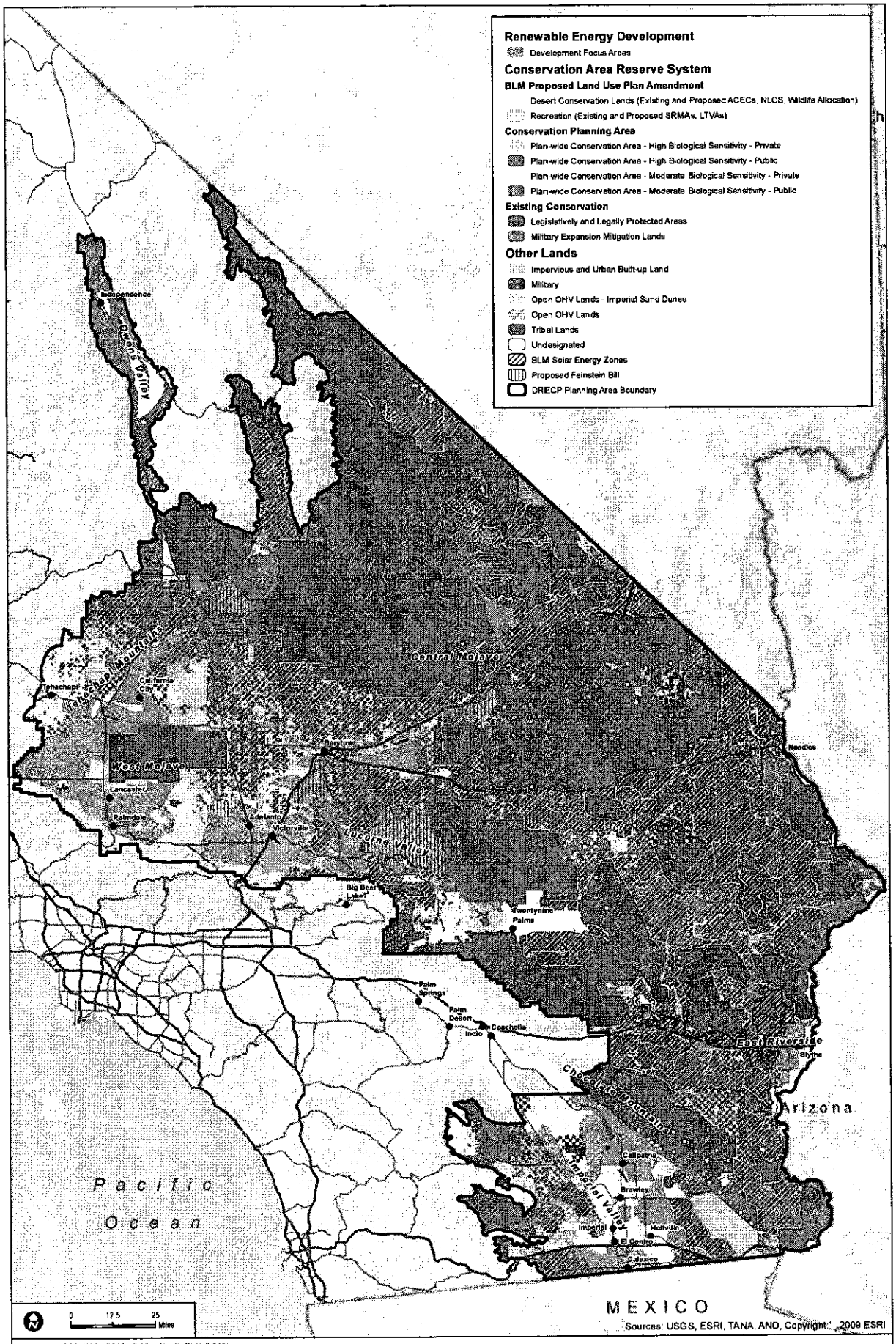

Sources: USGS (2/01/2010), ESRI (2/10), BLM (2012)

FIGURE 2.4-1

Alternative 2 - Geographically Balanced/Transmission Aligned Alternative B: Integrated

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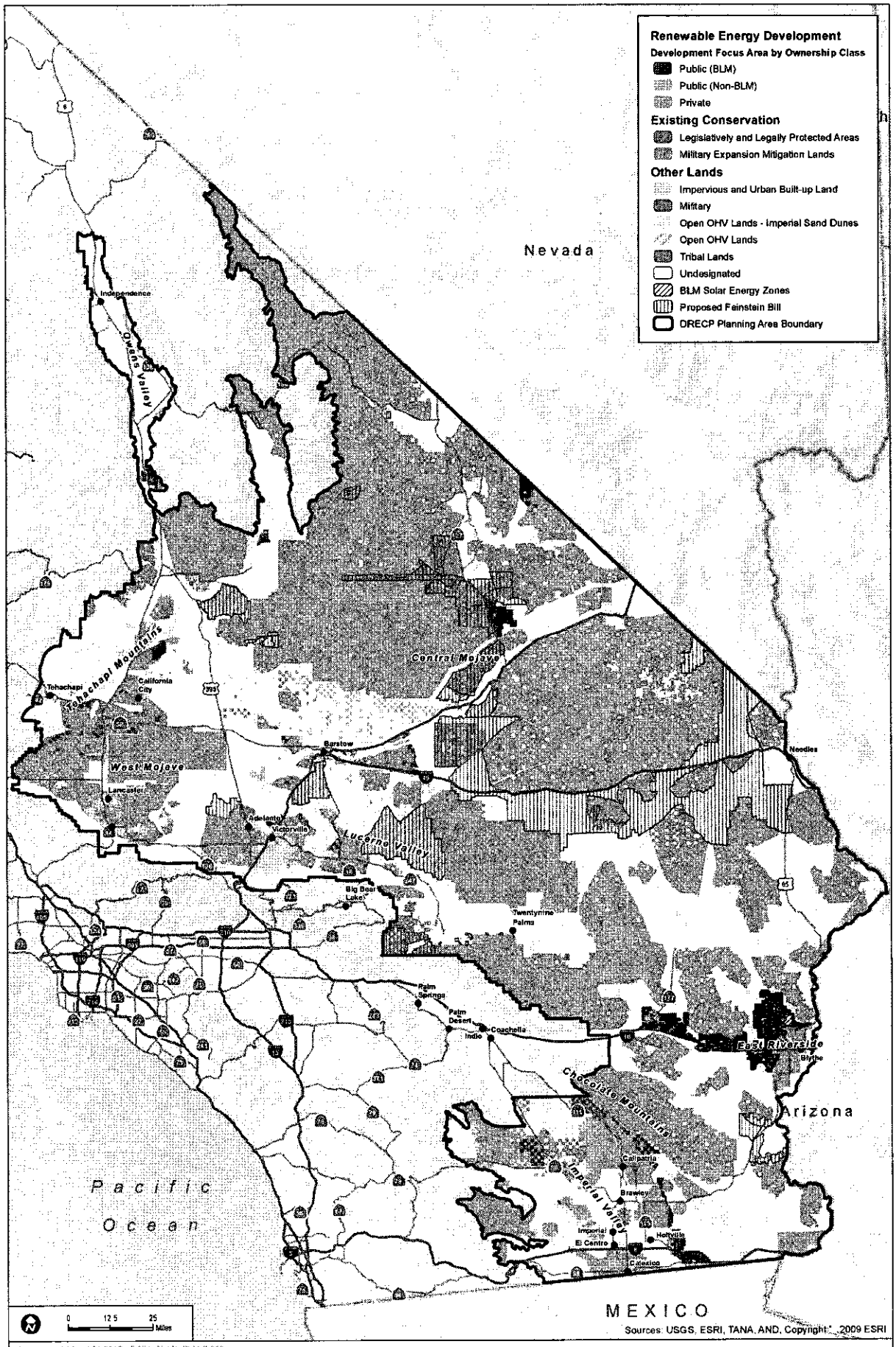

FIGURE 2.4-2

Alternative 2 - Geographically Balanced/Transmission Aligned Alternative B: Development Focus Areas by Ownership Class

Desert Renewable Energy Conservation Plan (DRECP)

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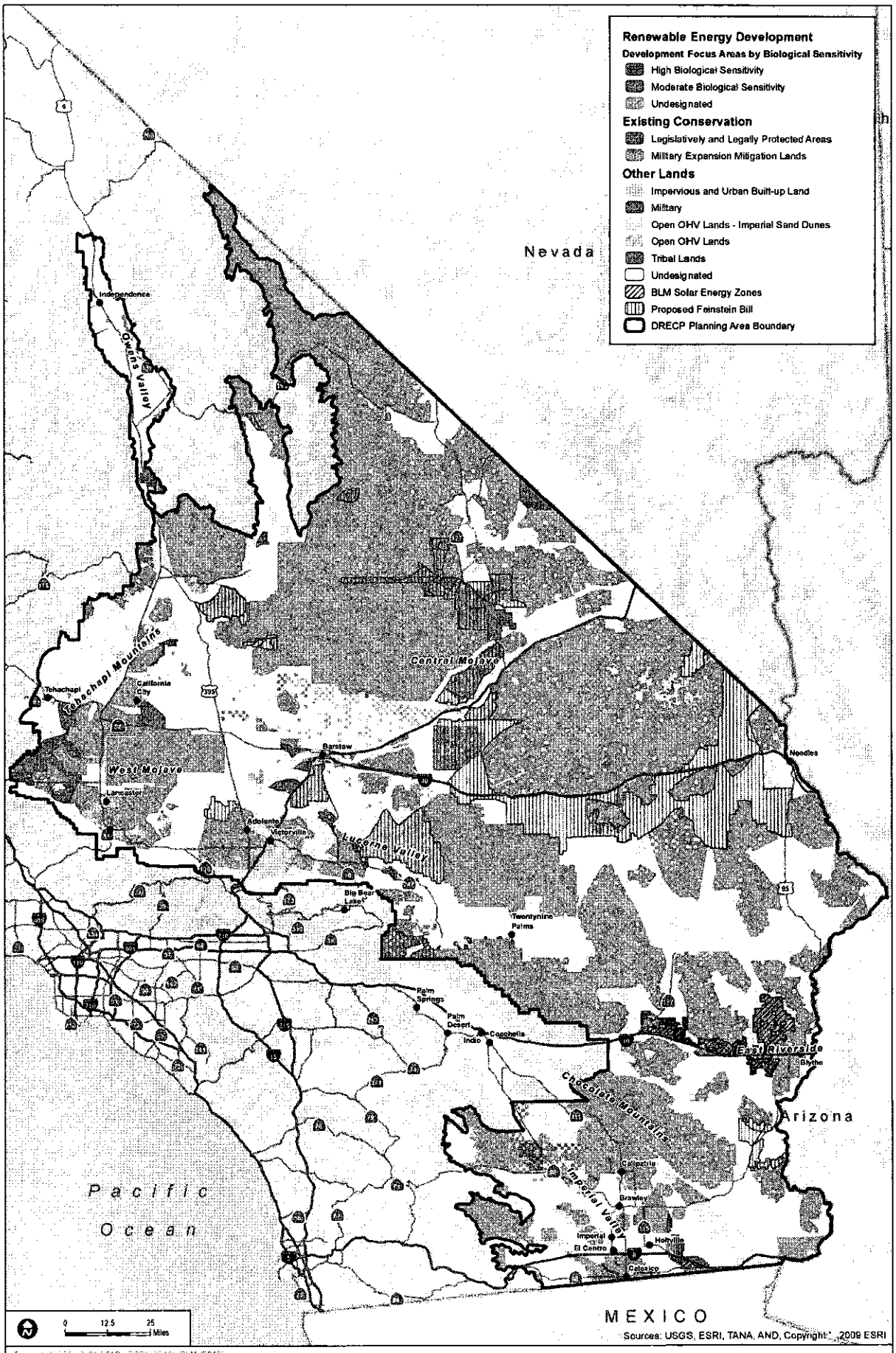

FIGURE 2.4-3

Alternative 2 - Geographically Balanced/Transmission Aligned Alternative B: Development Focus Areas by Biological Sensitivity

Desert Renewable Energy Conservation Plan (DRECP)

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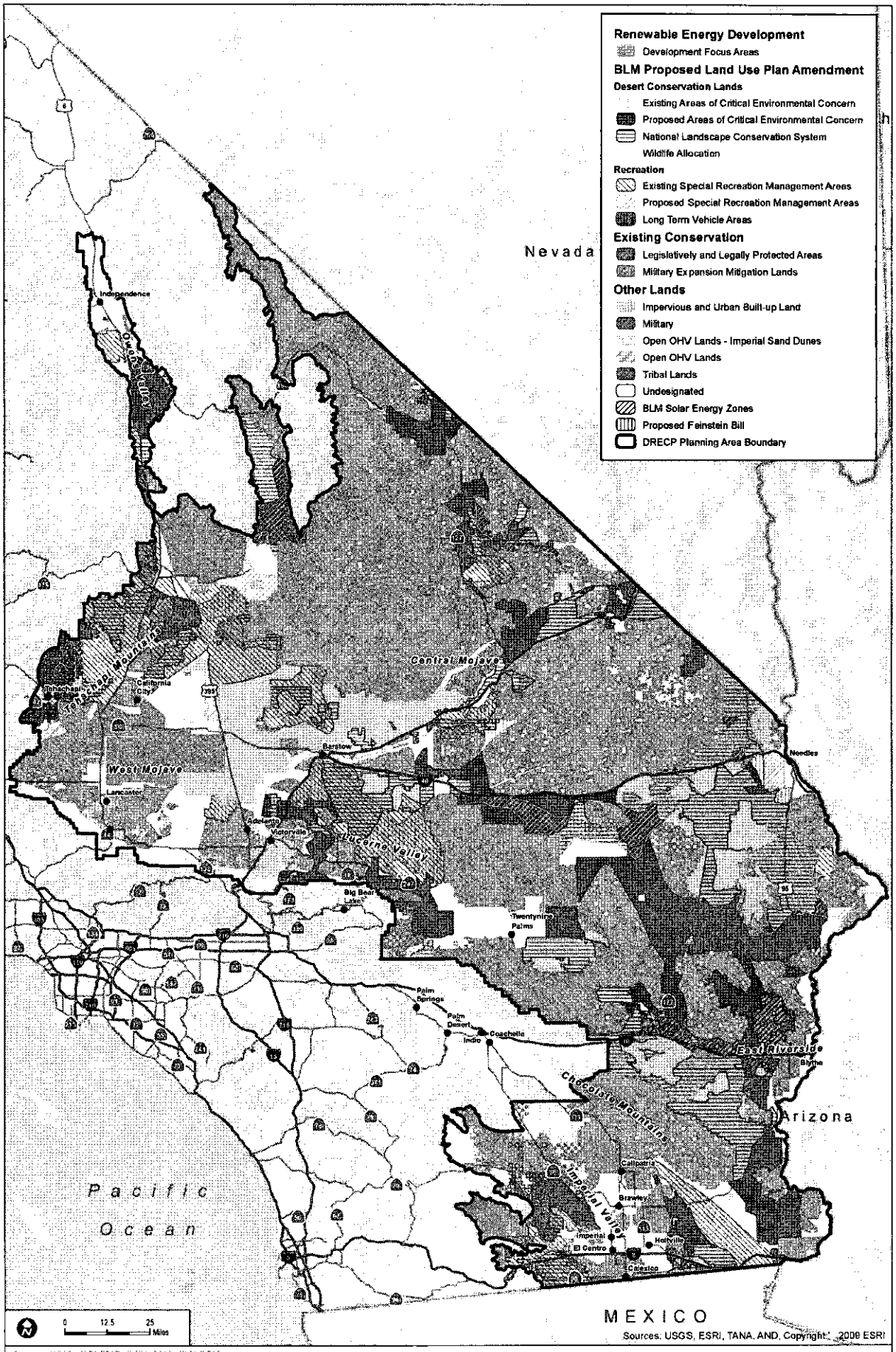

FIGURE 2.4-4

Alternative 2 - Geographically Balanced/Transmission Aligned Alternative B: BLM Proposed Land Use Plan Amendment

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2.5 Interagency Description of Alternative 3

The following tables and figures present detailed information for Alternative 3. Refer to Appendix D for Alternative 3 specific descriptions, including allowable and non-allowable uses, and maps for LUPA ACECs, NLCS lands, and SRMAs.

Figure 2.5-1 presents the integrated alternative showing the DFAs and the Alternative 3 conservation area including proposed LUPA designations and conservation planning areas. Table 2.5-4 provides acreages for the map categories shown on Figure 2.5-1. Table 2.5-6 presents an acreage summary for the Alternative 3 conservation area. Detailed breakouts for each biological resource element by ecoregion within the Alternative 3 conservation area are provided in Section 4.1 and Appendix B.

Figure 2.5-2 highlights the DFAs for Alternative 3 and Tables 2.5-1, 2.5-2, 2.5-3, and 2.5-5 show the distribution of Alternative 3 DFAs by land ownership class, by ecoregional subarea and by county.

Figure 2.5-3 shows the Alternative 3 BLM LUPA. Detailed LUPA maps and work sheets for Alternative 3 are included in Appendix D. A table summarizing LUPA acreages for each alternative is provided in the Executive Summary.

Table 2.5-1
Alternative 3 Development Focus Area and Conservation Area Reserve System by Land Ownership Class (acres)

Alternative 3	Land Ownership Class							
	Federal	*State*	*Local*	*Municipal*	*Non-Profit*	*Private*	*Tribal Lands*	*Total*
Development Focus Areas (DFAs)	**344,457**	**22,918**	**178**	**40,663**		**1,260,577**		**1,668,793**
Conservation Area Reserve System	**13,064,761**	**628,426**	**5,235**	**128,011**	**3,750**	**2,067,871**	**0**	**15,898,053**
Existing Conservation								
Legislatively and Legally Protected Areas	7,127,620	334,210			3,522	2,493		7,467,845
Military Expansion Mitigation Lands	95,802							95,802
Proposed Conservation								
HBS-Public	3,698,628							3,698,628
MBS-Public	894,275							894,275
Undesignated	69,985							69,985
Impervious and Urban Built-up Land	26,923							26,923
Planned Conservation								
HBS-Public	484,878	172,384	4,403	36,619	227			698,511
MBS-Public	659,292	121,832	831	91,393				873,348
HBS-Private	4,467					1,438,474		1,442,941
MBS-Private	2,890					626,903		629,794
Other Lands	**3,653,113**	**19,130**	**3,169**	**148,854**	**41**	**1,063,208**	**132,528**	**5,020,042**
Impervious and Urban Built-up Land	19,233	327	2,867	3,045	41	315,179	3,968	344,661
Military	**2,933,019**					**728**		**2,933,747**
Open OHV Lands	**352,775**	**2,580**				**22,787**		**378,142**
Open OHV Lands - Imperial Sand Dunes	**132,987**	**30**				**850**		**133,868**
Tribal Lands	**124**						**128,560**	**128,684**
Undesignated	214,975	16,193	302	145,808		723,663		1,100,941
Total	**17,062,331**	**670,474**	**8,581**	**317,529**	**3,791**	**4,391,656**	**132,528**	**22,586,889**

Note: All acreages are estimates and subject to change
Local includes County, City, and Special District
HBS: High Biological Sensitivity; MBS: Moderate Biological Sensitivity
HBS-Private and MBS-Private lands include acreage identified as Federal due to the coding of a portion of the Catellus lands transfers.

Table 2.5-2
Alternative 3 Development Focus Areas by County and Aggregated Land Ownership

DFA by County by Aggregated Ownership	Acres
Imperial County	**342,079**
Private	211,921
Public/Quasi-public/Other	130,159
Inyo County	**19,007**
Private	2,779
Public/Quasi-public/Other	16,228
Kern County	**489,235**
Private	370,442
Public/Quasi-public/Other	118,794
Los Angeles County	**222,727**
Private	222,387
Public/Quasi-public/Other	340
Riverside County	**127,526**
Private	85,295
Public/Quasi-public/Other	42,231
San Bernardino County	**468,219**
Private	367,754
Public/Quasi-public/Other	100,465
Total	**1,668,793**

Note: All acreages are estimates and subject to change

Table 2.5-3
Alternative 3 Development Focus Areas by Ecoregional Subarea

DFA by Ecoregional Subarea	Acres
Cadiz Valley and Chocolate Mountains	127,554
Imperial Borrego Valley	342,052
Mojave and Silurian Valley	46,559
Owens River Valley	13,861
Panamint Death Valley	1
Pinto Lucerne Valley and Eastern Slopes	189,918
Providence and Bullion Mountains	14,636
West Mojave and Eastern Slopes	934,212
Total	**1,668,793**

Note: All acreages are estimates and subject to change

Table 2.5-4
Integrated Alternative 3 (acres)

Alternative 3 DFAs and Conservation Area Reserve System and Other Lands	BLM Land Use Plan Amendment						Total
	DCLs			*Non-DCLs*			
	Non-SRMA	*SRMA*	*DCLs Subtotal*	*Non-SRMA*	*SRMA*	*Non-DCLs Subtotal*	
Development Focus Areas (DFAs)	**25,711**	**75,504**	**101,215**	**1,439,474**	**128,104**	**1,567,578**	**1,668,793**
Conservation Area Reserve System	**4,643,406**	**2,139,164**	**6,782,570**	**8,191,421**	**924,063**	**9,115,483**	**15,898,053**
Existing Conservation							
Legislatively and Legally Protected Areas	638,794	267,247	906,041	6,302,227	259,577	6,561,804	7,467,845
Military Expansion Mitigation Lands	74,701	15,364	90,066	3,989	1,748	5,736	95,802
Proposed Conservation							
HBS-Public	2,293,407	1,405,222	3,698,628				3,698,628
MBS-Public	723,857	170,419	894,275				894,275
Undesignated	54,050	15,934	69,985				69,985
Impervious and Urban Built-up Land	16,915	10,008	26,923				26,923
Planned Conservation							
HBS-Public	100,216	28,524	128,741	383,989	185,782	569,771	698,511
MBS-Public	41,859	8,229	50,088	496,848	326,413	823,261	873,348
HBS-Private	515,294	146,085	661,379	717,097	64,466	781,563	1,442,941
MBS-Private	184,313	72,132	256,445	287,271	86,078	373,349	629,794
Other Lands	**155,422**	**20,670**	**176,092**	**4,243,704**	**600,246**	**4,843,950**	**5,020,042**
Impervious and Urban Built-up Land	14,426	2,107	16,532	316,147	11,981	328,129	344,661
Military	45,850	208	46,059	2,871,260	16,429	2,887,689	2,933,747
Open OHV Lands	485	14,460	14,946	1,096	362,100	363,196	378,142
Open OHV Lands - Imperial Sand Dunes	108	1,363	1,472	295	132,101	132,396	133,868
Tribal Lands	68	0	68	126,145	2,471	128,616	128,684
Undesignated	94,485	2,531	97,016	928,761	75,164	1,003,924	1,100,941
Total	**4,824,540**	**2,235,338**	**7,059,878**	**13,874,599**	**1,652,412**	**15,527,011**	**22,586,889**

Note: All acreages are estimates and subject to change

HBS: High Biological Sensitivity; MBS: Moderate Biological Sensitivity

DCLs: BLM Desert Conservation Lands designations (Area of Critical Environmental Concern, National Landscape Conservation System, Wildlife); SRMA: Special Recreation Management Area

Table 2.5-5
Alternative 3 Technology Types within Development Focus Areas by County

DFAs by Technology Type by County	Acres
Imperial County	**342,079**
Geothermal	336,506
Solar	5,555
Solar and Wind	19
Inyo County	**19,007**
Geothermal	13,861
Solar	5,146
Kern County	**489,235**
Solar	298,624
Solar and Wind	190,611
Los Angeles County	**222,727**
Solar	222,727
Riverside County	**127,526**
Solar	88,637
Solar and Wind	38,889
San Bernardino County	**468,219**
Geothermal	493
Solar	177,171
Solar and Wind	290,554
Total	**1,668,793**

Note: All acreages are estimates and subject to change

Table 2.5-6
Alternative 3 Conservation Area Reserve System Summary

Alternative 3 Conservation Area Reserve System	Acres	% of the Plan-wide Reserve Context
Existing Conservation	**7,563,647**	100%
Legislatively and Legally Protected Areas	7,467,845	100%
Military Expansion Mitigation Lands	95,802	100%
Proposed and Planned Conservation	**8,334,407**	—
HBS-Public	4,397,140	97%
Proposed Conservation	3,698,628	—
Planned Conservation	698,511	—
MBS-Public	1,767,624	94%
Proposed Conservation	894,275	—
Planned Conservation	873,348	—
Planned Conservation - HBS-Private	1,442,941	135%
Planned Conservation - MBS-Private	629,794	50%
Proposed Conservation - Undesignated	69,985	—
Proposed Conservation - Impervious and Urban Built-up Land	26,923	—
Conservation Area Reserve System Total	**15,898,053**	97%

Note: All acreages are estimates and subject to change

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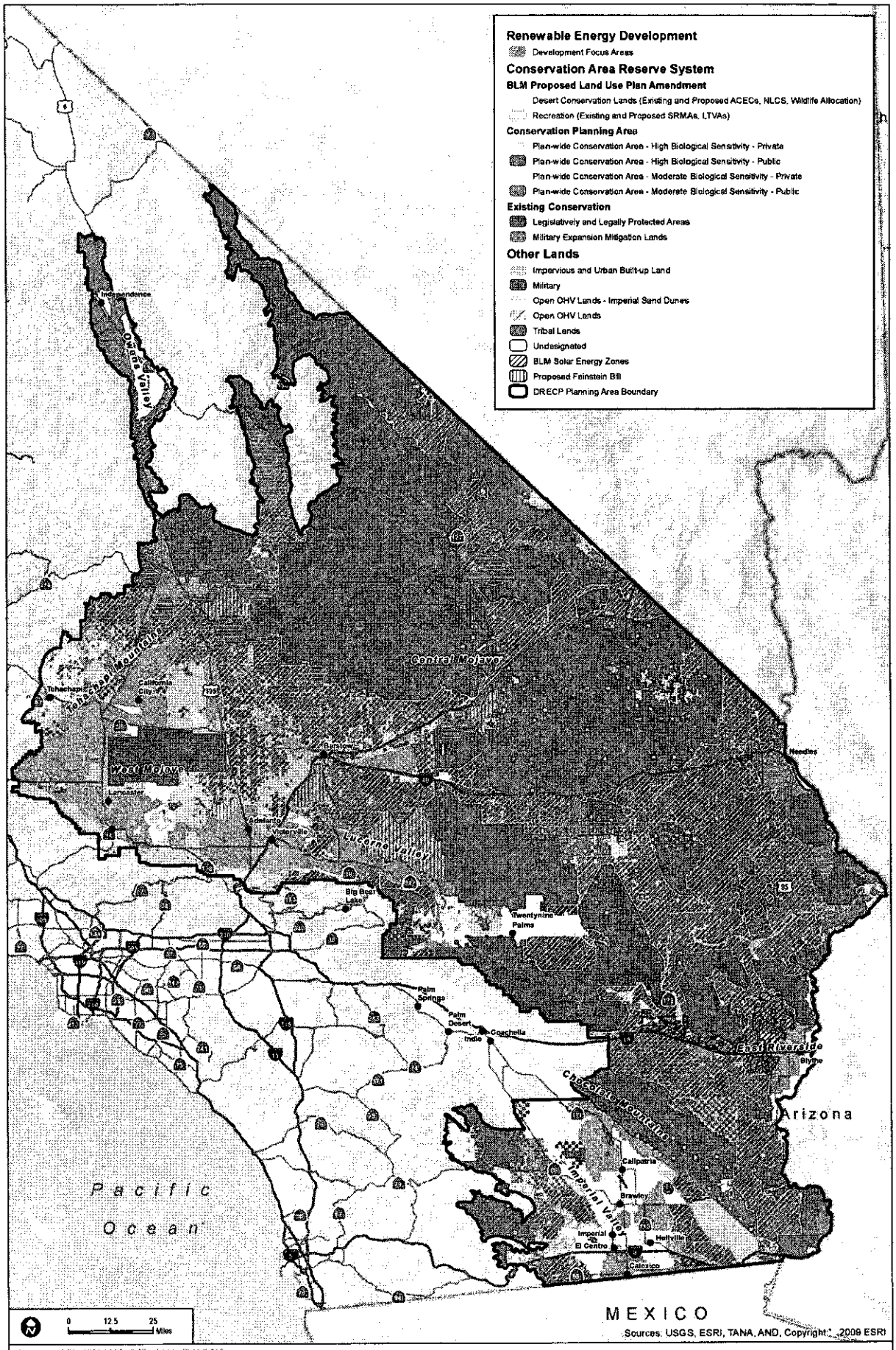

Sources: USGS (2010), ESRI (2010), BLM (2012)

FIGURE 2.5-1

Alternative 3 - West Mojave Emphasis Alternative: Integrated

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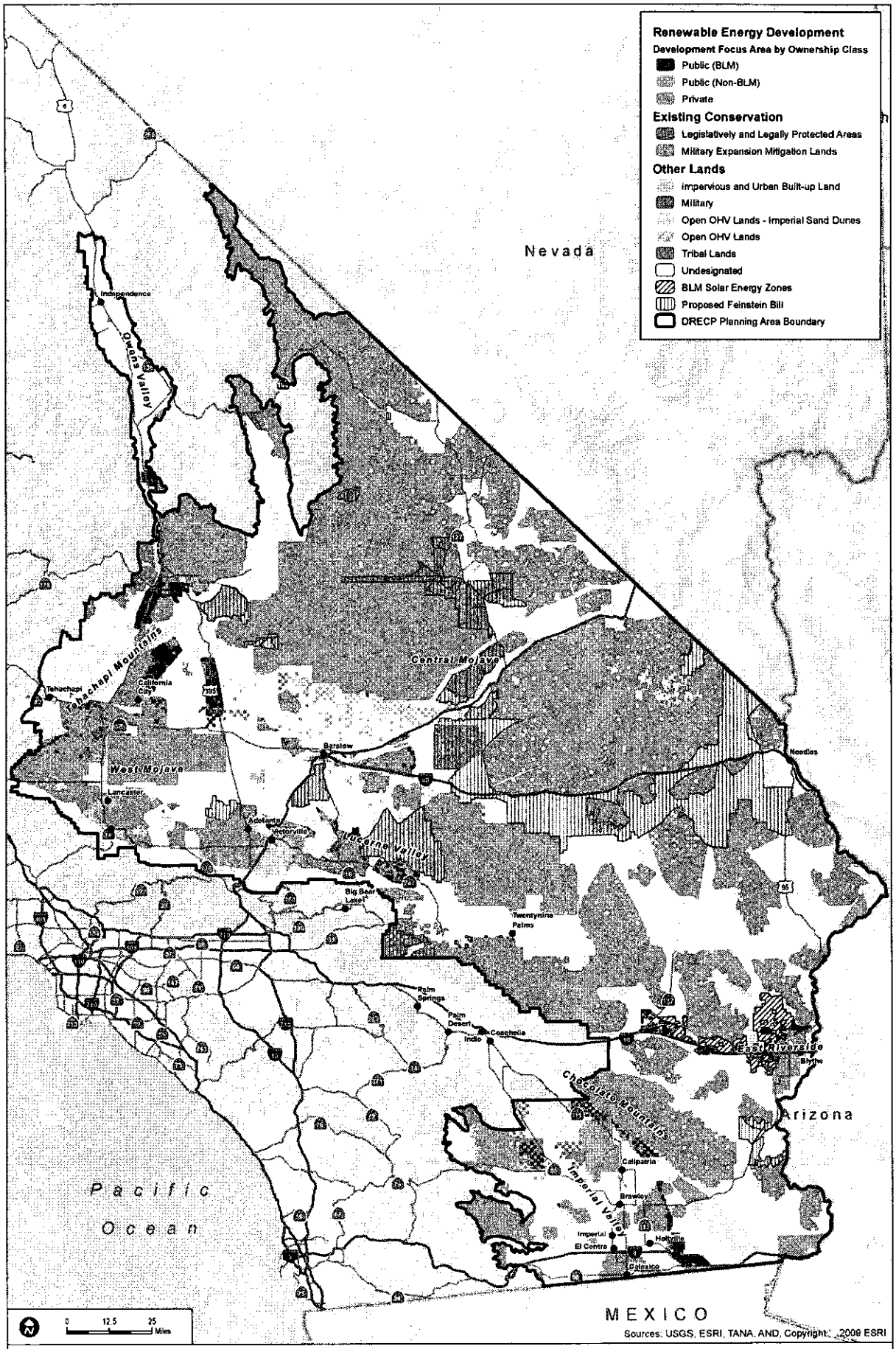

Sources: USGS (2001, 2010), ESRI (2010), BLM (2012)

FIGURE 2.5-2

Alternative 3 - West Mojave Emphasis Alternative: Development Focus Areas by Ownership Class

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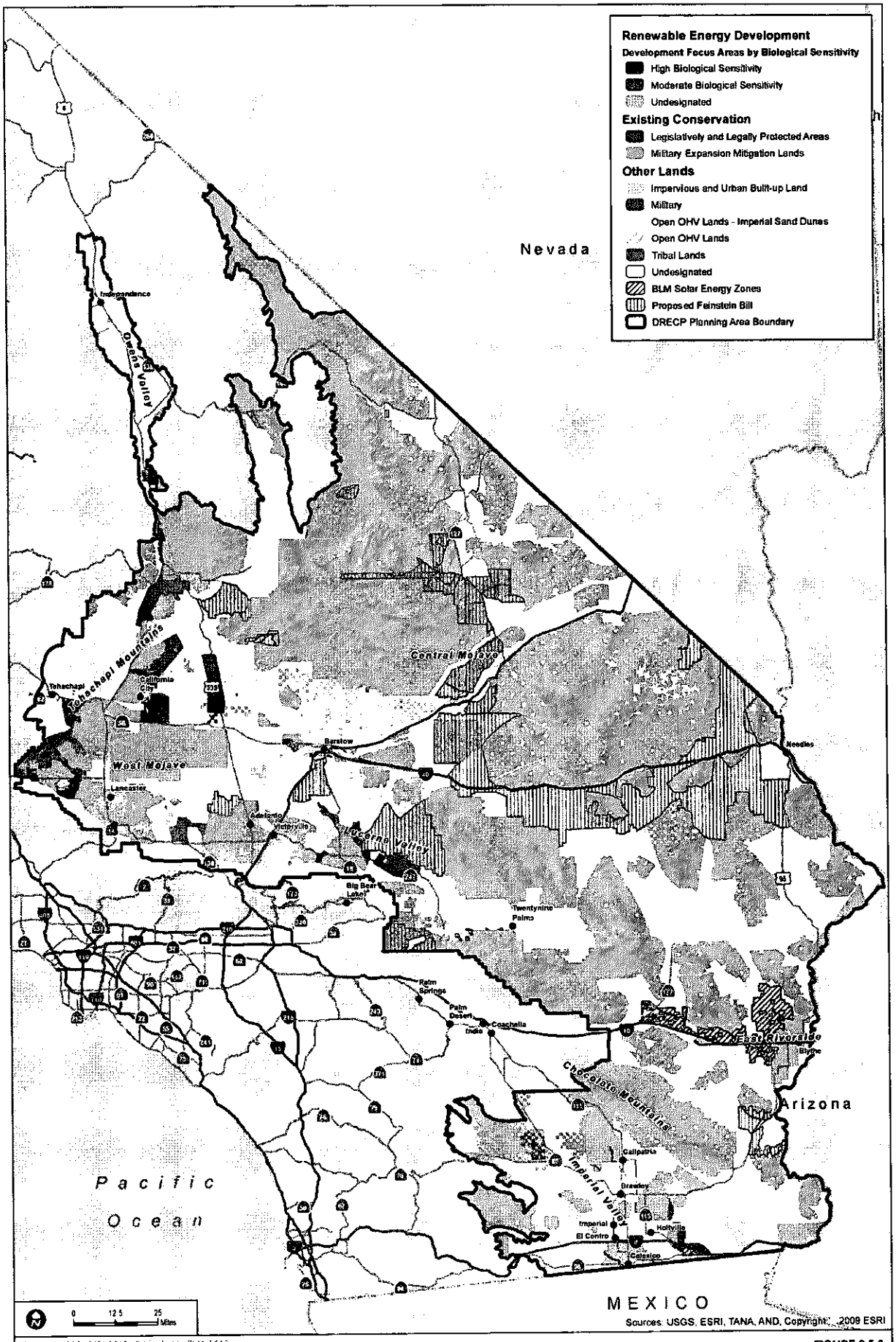

FIGURE 2.5-3

Alternative 3 - West Mojave Emphasis Alternative: Development Focus Areas by Biological Sensitivity

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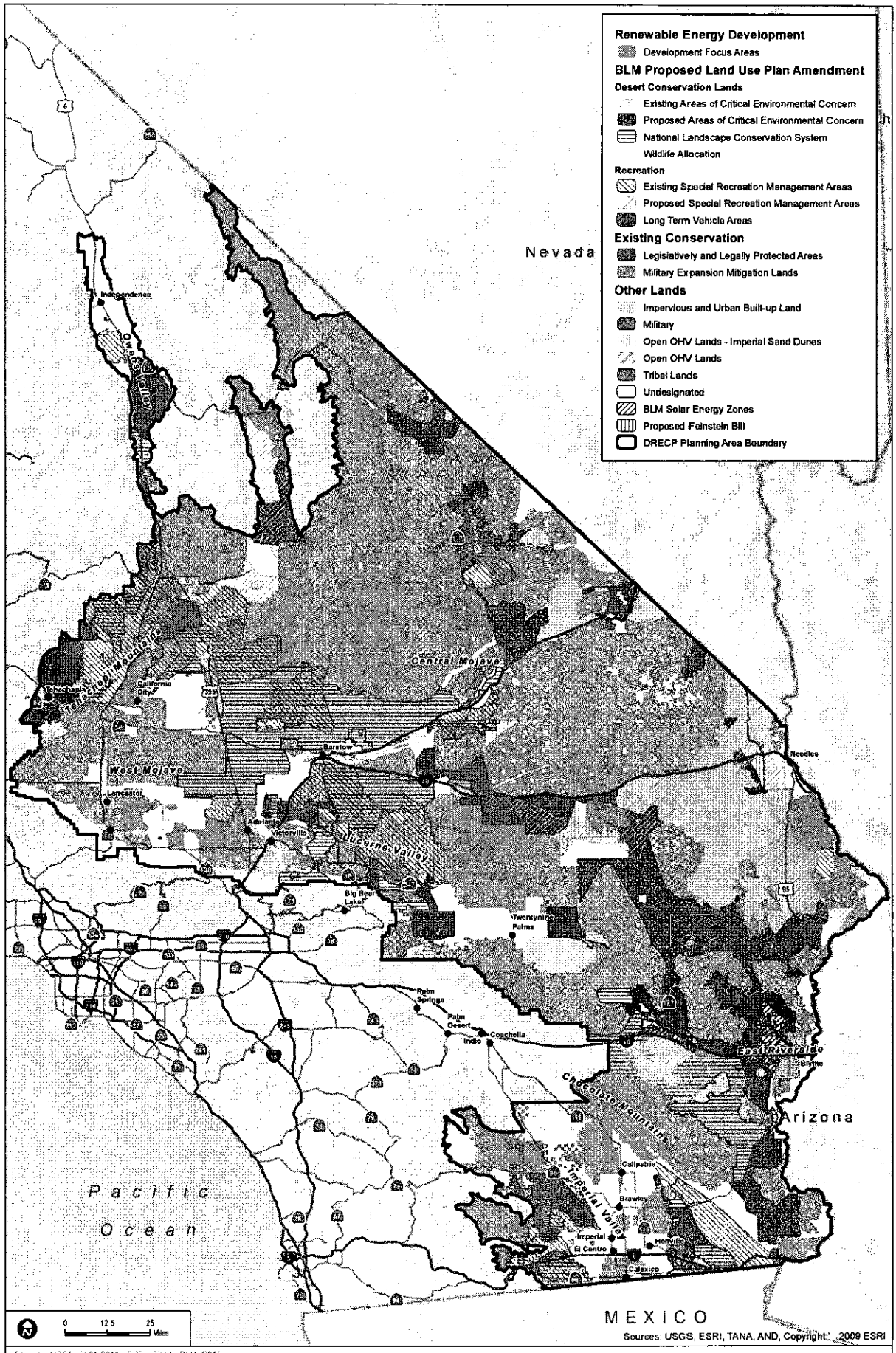

Sources: USGS (2001 2010); ESRI (2010); BLM (2012)

FIGURE 2.5-4

Alternative 3 - West Mojave Emphasis Alternative: BLM Proposed Land Use Plan Amendment

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2.6 Interagency Description of Alternative 4

The following tables and figures present detailed information for Alternative 4. Refer to Appendix D for Alternative 4 specific descriptions, including allowable and non-allowable uses, and maps for LUPA ACECs, NLCS lands, and SRMAs.

Figure 2.6-1 presents the integrated alternative showing the DFAs and the Alternative 1 conservation area including proposed LUPA designations and conservation planning areas. Table 2.6-4 provides acreages for the map categories shown on Figure 2.6-1. Table 2.6-6 presents an acreage summary for the Alternative 4 conservation area. Detailed breakouts for each biological resource element by ecoregion within the Alternative 4 conservation area are provided in Section 4.1 and Appendix B.

Figure 2.6-2 highlights the DFAs for Alternative 4 and Tables 2.6-1, 2.6-2, 2.6-3, and 2.6-5 show the distribution of Alternative 4 DFAs by land ownership class, by ecoregional subarea and by county.

Figure 2.6-3 shows the Alternative 4 BLM LUPA. Detailed LUPA maps and work sheets for Alternative 4 are included in Appendix D. A table summarizing LUPA acreages for each alternative is provided in the Executive Summary.

Table 2.6-1
Alternative 4 Development Focus Area and Conservation Area Reserve System by Land Ownership Class (acres)

Alternative 4	Land Ownership Class							
	Federal	*State*	*Local*	*Municipal*	*Non-Profit*	*Private*	*Tribal Lands*	*Total*
Development Focus Areas (DFAs)	**234,230**	**19,568**	**227**	**49,543**		**1,168,930**		**1,472,498**
Reserve Design	**13,190,241**	**632,240**	**5,239**	**127,866**	**3,750**	**2,258,626**	**0**	**16,217,961**
Existing Conservation								
Legislatively and Legally Protected Areas	7,127,746	334,210			3,522	2,493		7,467,971
Military Expansion Mitigation Lands	95,802							95,802
Proposed Conservation								
HBS-Public	3,759,283							3,759,283
MBS-Public	1,062,518							1,062,518
Undesignated	71,481							71,481
Impervious and Urban Built-up Land	28,810							28,810
Planned Conservation								
HBS-Public	486,519	168,214	970	36,464	188			692,356
MBS-Public	550,725	129,816	4,269	91,401	40			776,251
HBS-Private	4,467					1,034,043		1,038,510
MBS-Private	2,890					1,222,090		1,224,980
Other Lands	**3,637,860**	**18,666**	**3,115**	**140,120**	**41**	**964,099**	**132,528**	**4,896,428**
Impervious and Urban Built-up Land	17,392	327	2,867	3,045	41	315,179	3,968	342,820
Military	**2,933,019**					**728**		**2,933,747**
Open OHV Lands	**352,773**	**2,570**				**22,781**		**378,125**
Open OHV Lands - Imperial Sand Dunes	**132,985**	**30**				**850**		**133,865**
Tribal Lands	**124**						**128,560**	**128,684**
Undesignated	201,568	15,738	248	137,074		624,559		979,187
Total	**17,062,330**	**670,474**	**8,581**	**317,529**	**3,791**	**4,391,654**	**132,528**	**22,586,888**

Note: All acreages are estimates and subject to change
Local includes County, City, and Special District
HBS: High Biological Sensitivity; MBS: Moderate Biological Sensitivity
HBS-Private and MBS-Private lands include acreage identified as Federal due to the coding of a portion of the Catellus lands transfers.

Table 2.6-2
Alternative 4 Development Focus Areas by County and Aggregated Land Ownership

DFA by County by Aggregated Ownership	Acres
Imperial County	**502,377**
Private	348,945
Public/Quasi-public/Other	153,432
Inyo County	**24,325**
Private	2,666
Public/Quasi-public/Other	21,659
Kern County	**232,863**
Private	214,830
Public/Quasi-public/Other	18,032
Los Angeles County	**177,603**
Private	176,973
Public/Quasi-public/Other	630
Riverside County	**135,044**
Private	90,006
Public/Quasi-public/Other	45,038
San Bernardino County	**400,287**
Private	335,511
Public/Quasi-public/Other	64,776
Total	**1,472,498**

Note: All acreages are estimates and subject to change

Table 2.6-3
Alternative 4 Development Focus Areas by Ecoregional Subarea

DFA by Ecoregional Subarea	Acres
Cadiz Valley and Chocolate Mountains	135,072
Imperial Borrego Valley	502,350
Mojave and Silurian Valley	46,560
Owens River Valley	21,783
Panamint Death Valley	32,098
Pinto Lucerne Valley and Eastern Slopes	143,569
Providence and Bullion Mountains	17,333
West Mojave and Eastern Slopes	573,734
Total	**1,472,498**

Note: All acreages are estimates and subject to change

Table 2.6-4
Integrated Alternative 4 (acres)

Alternative 4 DFAs and Conservation Area Reserve System and Other Lands	BLM Land Use Plan Amendment						Total
	DCLs			*Non-DCLs*			
	Non-SRMA	*SRMA*	*DCLs Subtotal*	*Non-SRMA*	*SRMA*	*Non-DCLs Subtotal*	
Development Focus Areas (DFAs)	**9,266**	**7,141**	**16,407**	**1,369,412**	**86,679**	**1,456,091**	**1,472,498**
Conservation Area Reserve System	**4,694,499**	**2,400,378**	**7,094,877**	**8,287,337**	**835,748**	**9,123,085**	**16,217,961**
Existing Conservation							
Legislatively and Legally Protected Areas	653,083	279,102	932,185	6,287,426	248,360	6,535,786	7,467,971
Military Expansion Mitigation Lands	74,701	15,364	90,066	3,989	1,748	5,736	95,802
Proposed Conservation							
HBS-Public	2,281,771	1,477,512	3,759,283				3,759,283
MBS-Public	754,692	307,825	1,062,518				1,062,518
Undesignated	53,589	17,892	71,481				71,481
Impervious and Urban Built-up Land	16,844	11,965	28,810				28,810
Planned Conservation							
HBS-Public	99,273	28,273	127,545	366,861	197,950	564,811	692,356
MBS-Public	42,808	14,754	57,562	507,019	211,670	718,689	776,251
HBS-Private	471,524	140,210	611,734	385,507	41,268	426,776	1,038,510
MBS-Private	246,213	107,480	353,693	736,535	134,752	871,287	1,224,980
Other Lands	**157,714**	**21,182**	**178,896**	**4,125,635**	**591,898**	**4,717,532**	**4,896,428**
Impervious and Urban Built-up Land	14,339	2,658	16,998	314,591	11,230	325,822	342,820
Military	45,850	331	46,181	2,871,260	16,306	2,887,566	2,933,747
Open OHV Lands	475	14,293	14,768	1,102	362,255	363,357	378,125
Open OHV Lands - Imperial Sand Dunes	109	1,365	1,474	295	132,097	132,391	133,865
Tribal Lands	68		68	128,306	310	128,616	128,684
Undesignated	96,872	2,534	99,407	810,081	69,700	879,781	979,187
Total	**4,861,479**	**2,428,701**	**7,290,179**	**13,782,384**	**1,514,324**	**15,296,708**	**22,586,888**

Note: All acreages are estimates and subject to change

HBS: High Biological Sensitivity; MBS: Moderate Biological Sensitivity

DCLs: BLM Desert Conservation Lands designations (Area of Critical Environmental Concern, National Landscape Conservation System, Wildlife); SRMA: Special Recreation Management Area

Table 2.6-5
Alternative 4 Technology Types within Development Focus Areas by County

DFAs by Technology Type by County	Acres
Imperial County	**502,377**
Geothermal	109,392
Solar	153,318
Solar and Geothermal	226,317
Solar and Wind	8,012
Solar, Wind and Geothermal	5,338
Inyo County	**24,325**
Geothermal	6,177
Solar	10,464
Solar and Geothermal	7,684
Kern County	**232,863**
Solar	149,835
Solar and Wind	83,028
Los Angeles County	**177,603**
Solar	96,669
Solar and Wind	80,933
Riverside County	**135,044**
Solar	89,499
Solar and Wind	45,545
San Bernardino County	**400,287**
Geothermal	493
Solar	153,915
Solar and Wind	245,878
Total	**1,472,498**

Note: All acreages are estimates and subject to change

Table 2.6-6
Alternative 4 Conservation Area Reserve System Summary

Alternative 4 Conservation Area Reserve System	Acres	% of the Plan-wide Reserve Context
Existing Conservation	**7,563,773**	100%
Legislatively and Legally Protected Areas	7,467,971	100%
Military Expansion Mitigation Lands	95,802	100%
Proposed and Planned Conservation	**8,654,188**	—
HBS-Public	4,451,640	99%
Proposed Conservation	3,759,283	—
Planned Conservation	692,356	—
MBS-Public	1,838,768	97%
Proposed Conservation	1,062,518	—
Planned Conservation	776,251	—
Planned Conservation - HBS-Private	1,038,510	97%
Planned Conservation - MBS-Private	1,224,980	96%
Proposed Conservation - Undesignated	71,481	—
Proposed Conservation - Impervious and Urban Built-up Land	28,810	—
Total	**16,217,961**	**99%**

Note: All acreages are estimates and subject to change

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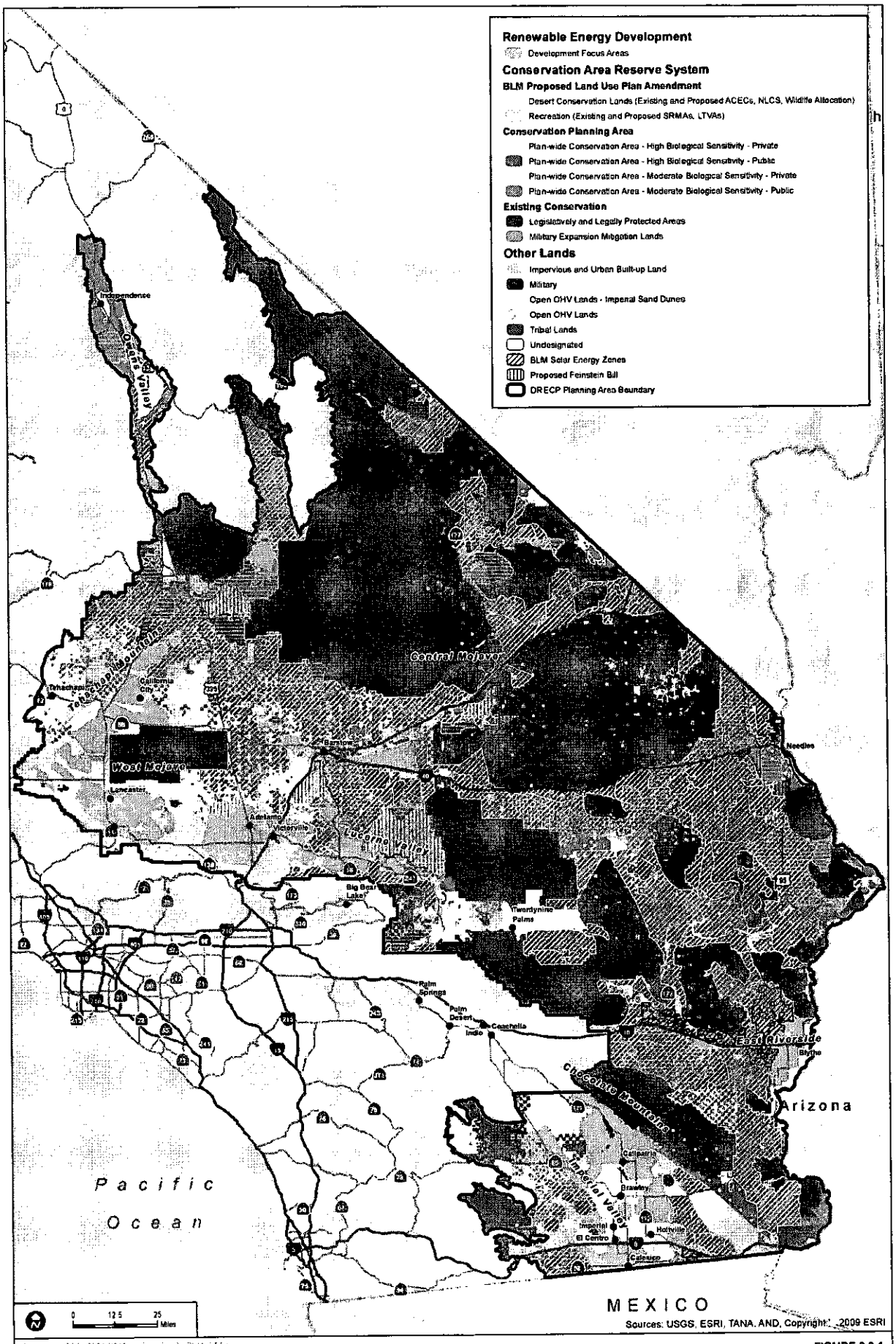

FIGURE 2.6-1

Alternative 4 - Geographically Balanced/Transmission Aligned Alternative A: Integrated

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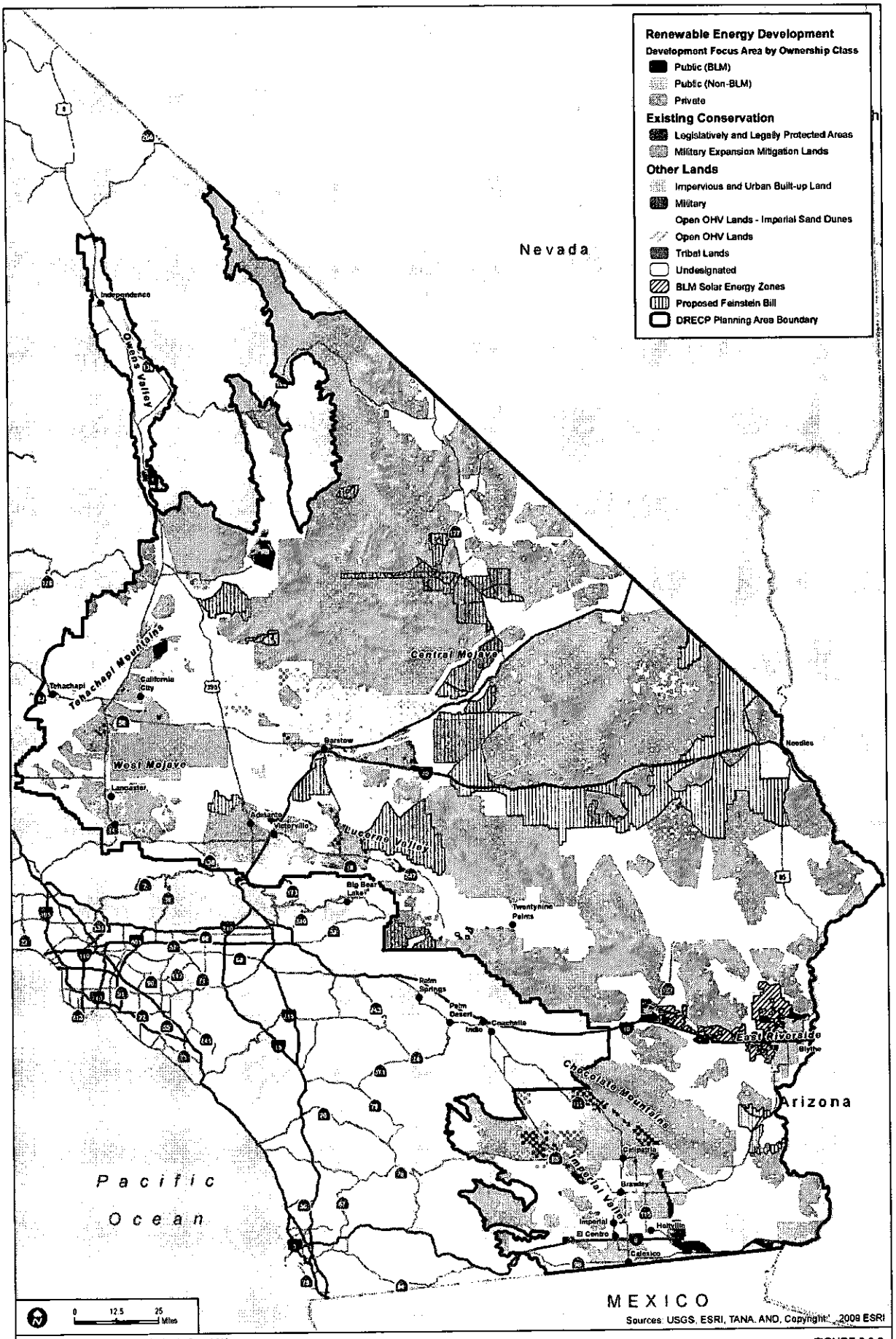

FIGURE 2.6-2

Alternative 4 - Geographically Balanced/Transmission Aligned Alternative A: Development Focus Areas by Ownership Class

Desert Renewable Energy Conservation Plan (DRECP)

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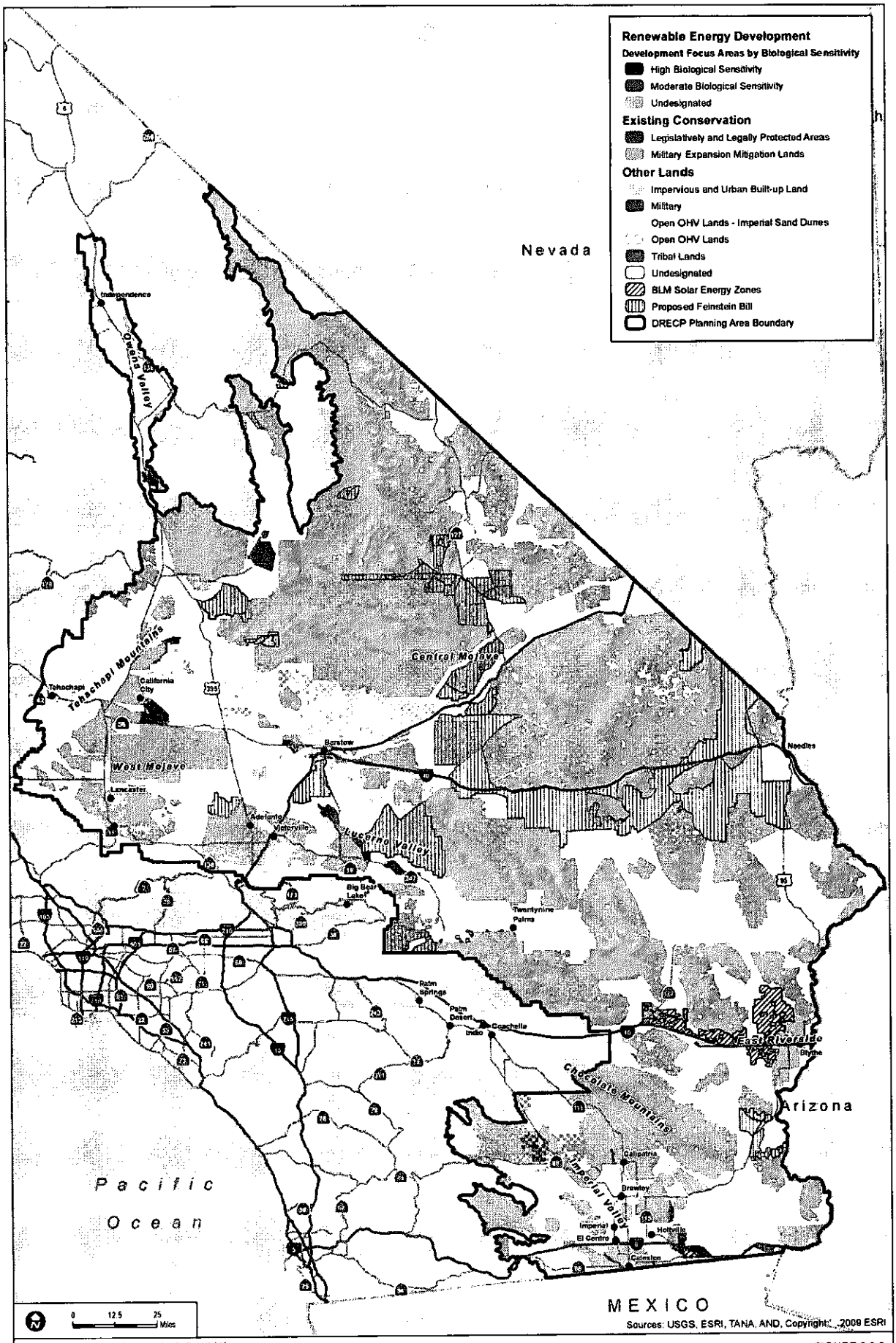

FIGURE 2.6-3

Alternative 4 - Geographically Balanced/Transmission Aligned Alternative A: Development Focus Areas by Biological Sensitivity

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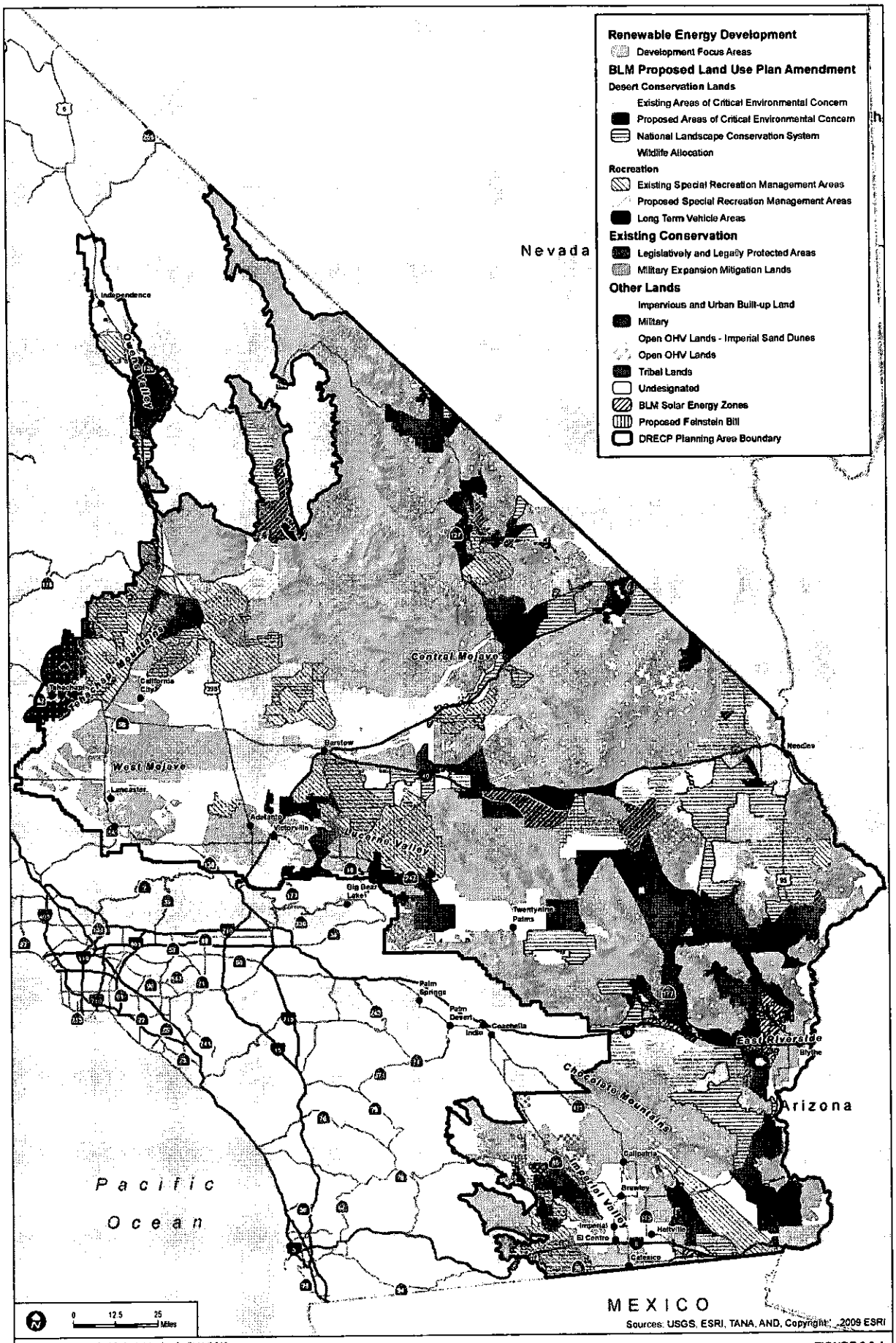

FIGURE 2.6-4

Alternative 4 - Geographically Balanced/Transmission Aligned Alternative A: BLM Proposed Land Use Plan Amendment

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2.7 Interagency Description of Alternative 5

The following tables and figures present detailed information for Alternative 5. Refer to Appendix D for Alternative 5 specific descriptions, including allowable and non-allowable uses, and maps for LUPA ACECs, NLCS lands, and SRMAs.

Figure 2.7-1 presents the integrated alternative showing the DFAs and the Alternative 5 conservation area including proposed LUPA designations and conservation planning areas. Table 2.7-4 provides acreages for the map categories shown on Figure 2.7-1. Table 2.7-6 presents an acreage summary for the Alternative 5 conservation area. Detailed breakouts for each biological resource element by ecoregion within the Alternative 5 conservation area are provided in Section 4.1 and Appendix B.

Figure 2.7-2 highlights the DFAs for Alternative 5 and Tables 2.7-1, 2.7-2, 2.7-3, and 2.7-5 show the distribution of Alternative 5 DFAs by land ownership class, by ecoregional subarea and by county.

Figure 2.7-3 shows the Alternative 5 BLM LUPA. Detailed LUPA maps and work sheets for Alternative 5 are included in Appendix D. A table summarizing LUPA acreages for each alternative is provided in the Executive Summary.

Table 2.7-1
Alternative 5 Development Focus Area and Conservation Area Reserve System by Land Ownership Class (acres)

Alternative 5	Land Ownership Class							
	Federal	*State*	*Local*	*Municipal*	*Non-Profit*	*Private*	*Tribal Lands*	*Total*
Development Focus Areas (DFAs)	**646,275**	**22,271**	**357**	**54,042**		**1,571,411**		**2,294,356**
Conservation Area Reserve System	**12,888,811**	**629,905**	**5,176**	**127,219**	**3,750**	**2,134,241**		**15,789,102**
Existing Conservation								
Legislatively and Legally Protected Areas	7,127,746	334,210			3,522	2,493		7,467,971
Military Expansion Mitigation Lands	95,802							95,802
Proposed Conservation								
HBS-Public	4,390,599							4,390,599
MBS-Public	863,525							863,525
Undesignated	129,217							129,217
Impervious and Urban Built-up Land	40,797							40,797
Planned Conservation								
HBS-Public	119,710	199,311	4,249	35,826	227			359,324
MBS-Public	114,058	96,383	927	91,393		790		303,551
HBS-Private	5,462					1,580,854		1,586,316
MBS-Private	1,896					550,104		551,999
Other Lands	3,527,245	18,298	**3,048**	136,268	41	686,003	132,528	4,503,432
Impervious and Urban Built-up Land	5,404	327	2,867	3,045	41	315,177	3,968	330,830
Military	2,933,018					728		2,933,746
Open OHV Lands	352,773	2,570				22,781		378,125
Open OHV Lands - Imperial Sand Dunes	132,984	30				850		133,865
Tribal Lands	124						128,560	128,684
Undesignated	102,942	15,370	181	133,222		346,466		598,182
Total	**17,062,330**	**670,474**	**8,581**	**317,529**	**3,791**	**4,391,656**	**132,528**	**22,586,889**

Note: All acreages are estimates and subject to change
Local includes County, City, and Special District
HBS: High Biological Sensitivity; MBS: Moderate Biological Sensitivity
HBS-Private and MBS-Private lands include acreage identified as Federal due to the coding of a portion of the Catellus lands transfers.

Table 2.7-2
Alternative 5 Development Focus Areas by County and Aggregated Land Ownership

DFA by County by Aggregated Ownership	Acres
Imperial County	**849,491**
Private	574,390
Public/Quasi-public/Other	275,101
Inyo County	**67,916**
Private	20,455
Public/Quasi-public/Other	47,460
Kern County	**371,858**
Private	307,865
Public/Quasi-public/Other	63,993
Los Angeles County	**199,152**
Private	198,522
Public/Quasi-public/Other	630
Riverside County	**265,914**
Private	90,474
Public/Quasi-public/Other	175,439
San Bernardino County	**540,025**
Private	379,704
Public/Quasi-public/Other	160,321
Total	**2,294,356**

Note: All acreages are estimates and subject to change

Table 2.7-3
Alternative 5 Development Focus Areas by Ecoregional Subarea

DFA by Ecoregional Subarea	Acres
Cadiz Valley and Chocolate Mountains	270,317
Imperial Borrego Valley	845,089
Kingston and Funeral Mountains	39,979
Mojave and Silurian Valley	73,149
Owens River Valley	27,627
Panamint Death Valley	34,702
Pinto Lucerne Valley and Eastern Slopes	194,169
Providence and Bullion Mountains	48,419
West Mojave and Eastern Slopes	760,906
Total	2,294,356

Note: All acreages are estimates and subject to change

Table 2.7-4
Integrated Alternative 5 (acres)

Alternative 5 DFAs and Conservation Area Reserve System and Other Lands	BLM Land Use Plan Amendment						Total
	DCLs			*Non-DCLs*			
	Non-SRMA	*SRMA*	*DCLs Subtotal*	*Non-SRMA*	*SRMA*	*Non-DCLs Subtotal*	
Development Focus Areas (DFAs)	**12,649**	**40,707**	**53,356**	**2,136,952**	**104,048**	**2,241,000**	**2,294,356**
Conservation Area Reserve System	**4,877,655**	**2,651,151**	**7,528,805**	**7,746,354**	**513,942**	**8,260,296**	**15,789,102**
Existing Conservation							
Legislatively and Legally Protected Areas	685,096	278,274	963,370	6,256,053	248,548	6,504,601	7,467,971
Military Expansion Mitigation Lands	74,701	15,365	90,066	3,989	1,747	5,736	95,802
Proposed Conservation							
HBS-Public	2,727,831	1,662,769	4,390,599				4,390,599
MBS-Public	475,096	388,429	863,525				863,525
Undesignated	95,604	33,613	129,217				129,217
Impervious and Urban Built-up Land	25,597	15,200	40,797				40,797
Planned Conservation							
HBS-Public	105,138	28,906	134,044	195,905	29,375	225,280	359,324
MBS-Public	24,367	8,098	32,465	215,956	55,130	271,086	303,551
HBS-Private	517,010	148,914	665,925	822,823	97,568	920,391	1,586,316
MBS-Private	147,214	71,583	218,797	251,629	81,573	333,202	551,999
Other Lands	**143,860**	**74,046**	**217,906**	**3,776,983**	**508,542**	**4,285,525**	**4,503,432**
Impervious and Urban Built-up Land	12,850	2,035	14,886	308,247	7,698	315,944	330,830
Military	46,135	357	46,492	2,870,974	16,280	2,887,254	2,933,746
Open OHV Lands	803	18,209	19,012	774	358,339	359,113	378,125
Open OHV Lands - Imperial Sand Dunes	111	50,917	51,028	293	82,544	82,837	133,865
Tribal Lands	101	1	102	128,273	309	128,582	128,684
Undesignated	83,861	2,526	86,387	468,423	43,372	511,795	598,182
Total	**5,034,164**	**2,765,903**	**7,800,068**	**13,660,289**	**1,126,532**	**14,786,821**	**22,586,889**

Note: All acreages are estimates and subject to change

HBS: High Biological Sensitivity; MBS: Moderate Biological Sensitivity

DCLs: BLM Desert Conservation Lands designations (Area of Critical Environmental Concern, National Landscape Conservation System, Wildlife); SRMA: Special Recreation Management Area

Table 2.7-5
Alternative 5 Technology Types within Development Focus Areas by County

DFAs by Technology Type by County	Acres
Imperial County	**849,491**
Geothermal	109,378
Solar	371,710
Solar and Geothermal	226,317
Solar and Wind	116,358
Solar, Wind and Geothermal	5,340
Wind	20,388
Inyo County	**67,916**
Geothermal	6,177
Solar	31,530
Solar and Geothermal	7,684
Solar and Wind	22,524
Kern County	**371,858**
Solar	27,700
Solar and Wind	344,157
Los Angeles County	**199,152**
Solar	11,291
Solar and Wind	187,861
Riverside County	**265,914**
Solar	117,992
Solar and Wind	147,922
San Bernardino County	**540,025**
Geothermal	493
Solar	74,444
Solar and Wind	465,088
Total	**2,294,356**

Note: All acreages are estimates and subject to change

Table 2.7-6
Alternative 5 Conservation Area Reserve System Summary

Alternative 5 Conservation Area Reserve System	Acres	% of the Plan-wide Reserve Context
Existing Conservation	**7,563,773**	100%
Legislatively and Legally Protected Areas	7,467,971	100%
Military Expansion Mitigation Lands	95,802	100%
Proposed and Planned Conservation	**8,225,329**	—
HBS-Public	**4,749,924**	105%
Proposed Conservation	4,390,599	—
Planned Conservation	359,324	—
MBS-Public	**1,167,076**	62%
Proposed Conservation	863,525	—
Planned Conservation	303,551	—
Planned Conservation - HBS-Private	1,586,316	148%
Planned Conservation - MBS-Private	551,999	43%
Proposed Conservation - Undesignated	129,217	—
Proposed Conservation - Impervious and Urban Built-up Land	40,797	—
Total	**15,789,102**	97%

Note: All acreages are estimates and subject to change

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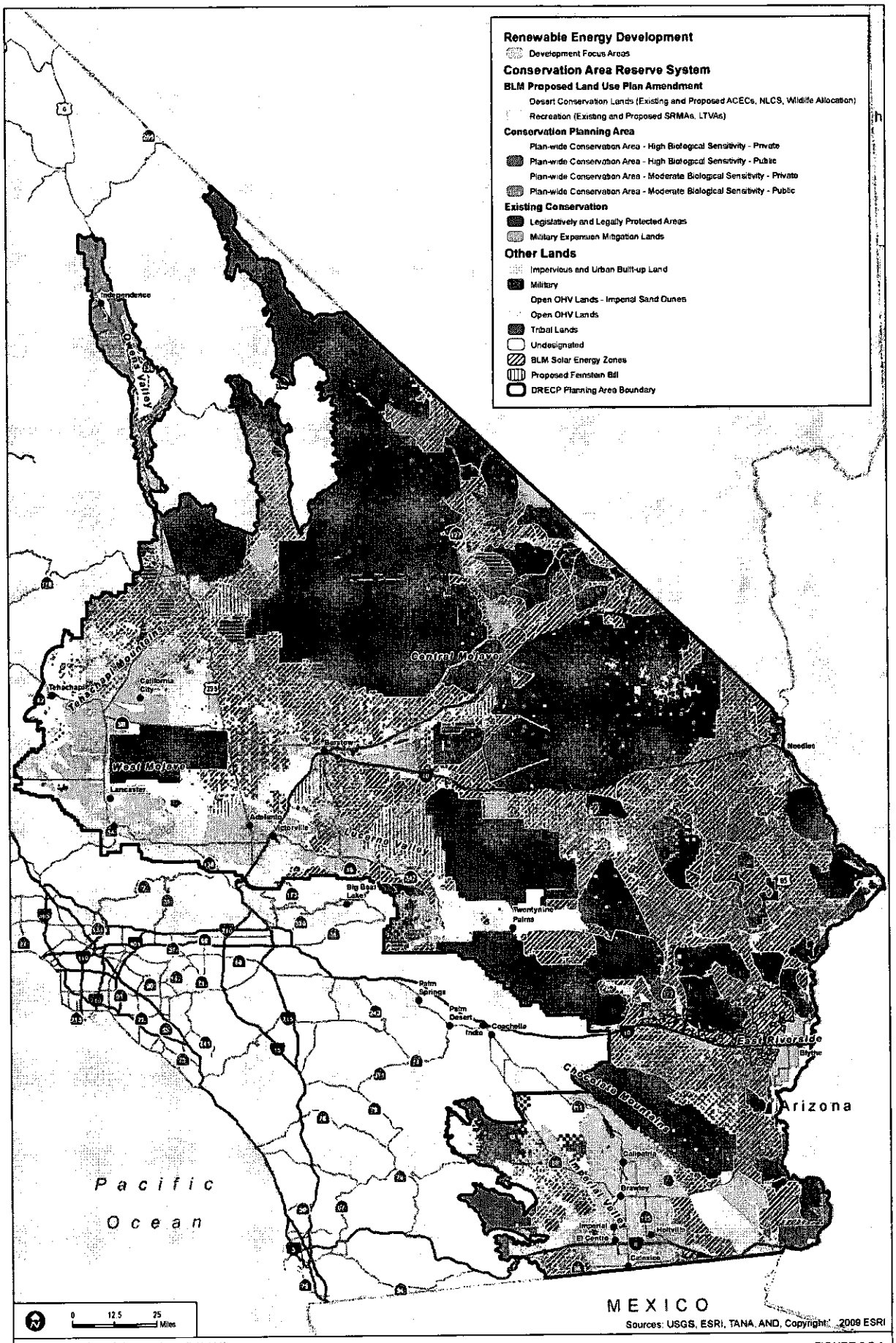

FIGURE 2.7-1

Alternative 5 - Increased Geographic and Technology Flexibility Alternative: Integrated

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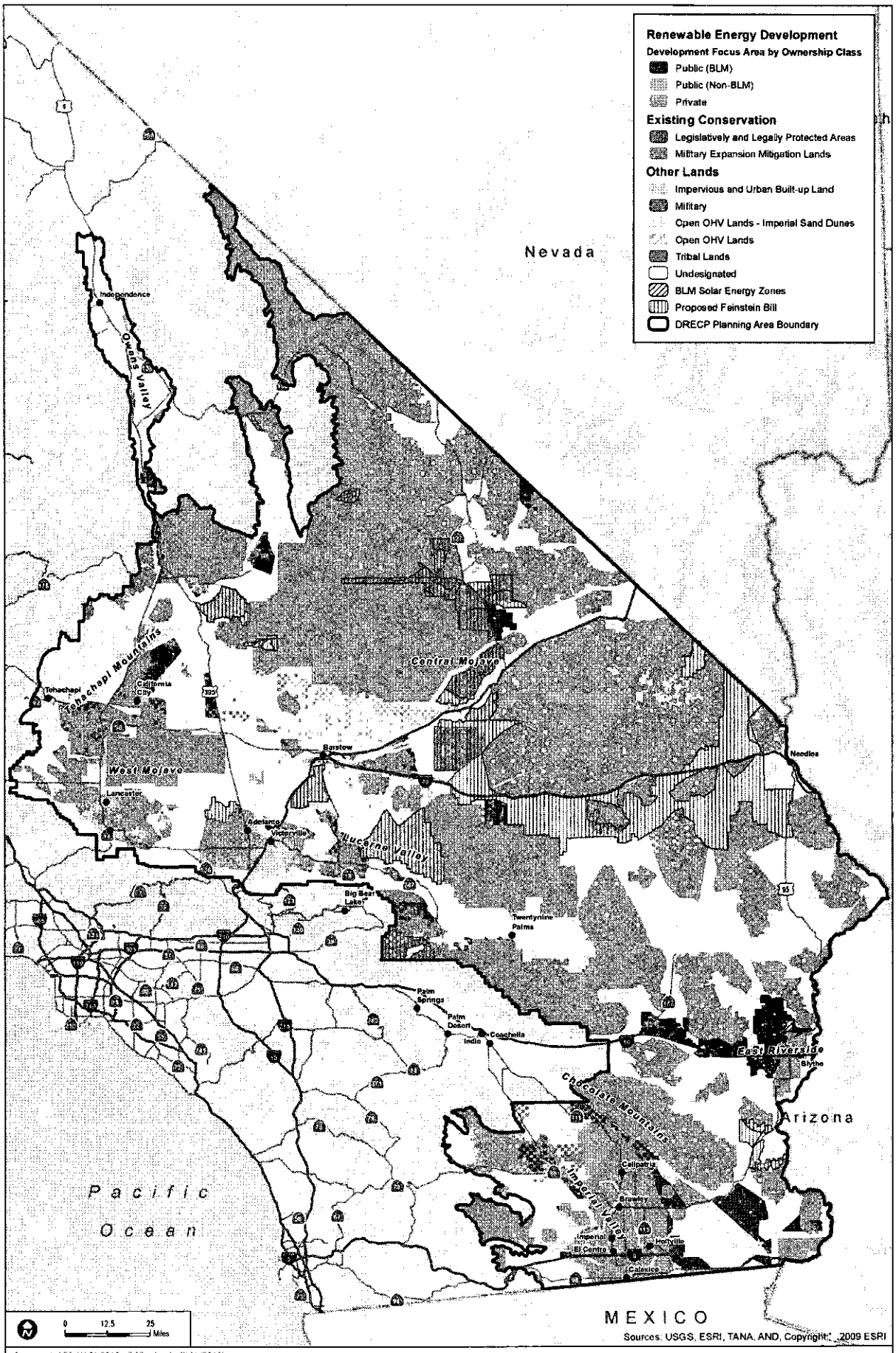

FIGURE 2.7-2

Alternative 5 - Increased Geographic and Technology Flexibility Alternative: Development Focus Areas by Ownership Class

Desert Renewable Energy Conservation Plan (DRECP)

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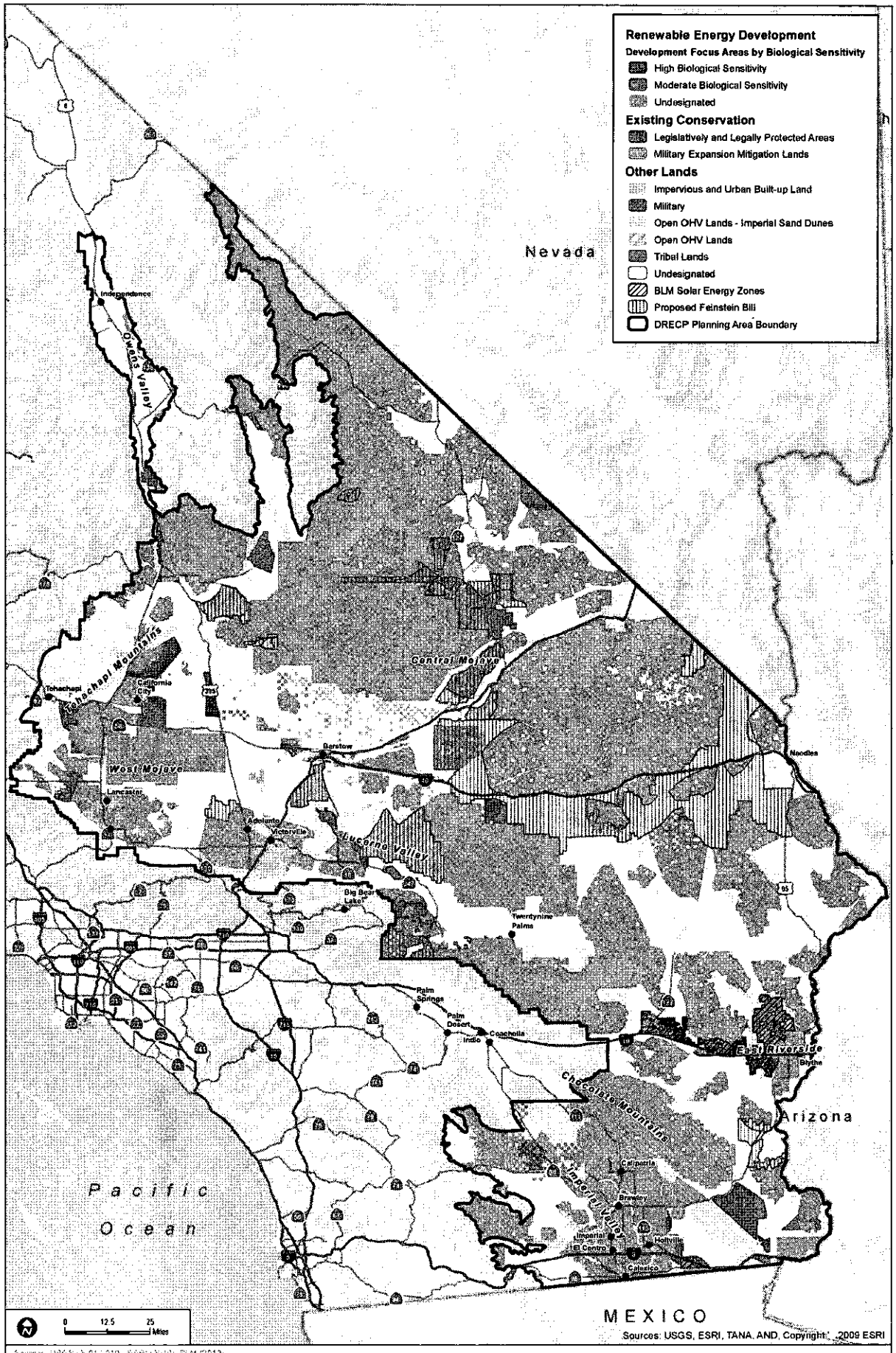

Sources: USGS (2012), ESRI (2010), BLM (2012)

FIGURE 2.7-3

Alternative 5 - Increased Geographic and Technology Flexibility Alternative: Development Focus Areas by Biological Sensitivity

Desert Renewable Energy Conservation Plan (DRECP)

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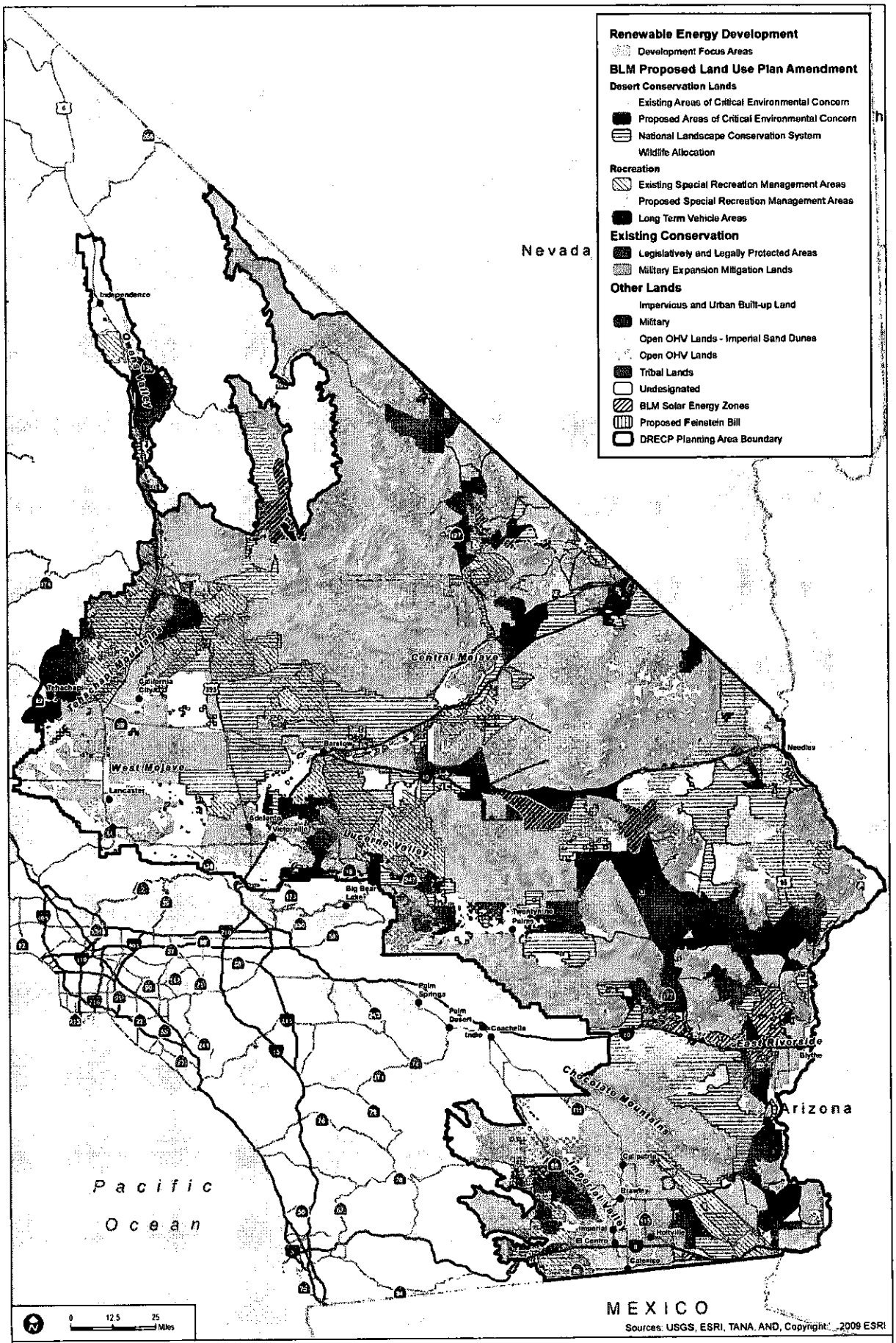

FIGURE 2.4-4

Alternative 5 - Increased Geographic and Technology Flexibility Alternative: BLM Proposed Land Use Plan Amendment

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2.8 Interagency Description of Alternative 6

The following tables and figures present detailed information for Alternative 6. Refer to Appendix D for Alternative 6 specific descriptions, including allowable and non-allowable uses, and maps for LUPA ACECs, NLCS lands, and SRMAs.

Figure 2.8-1 presents the integrated alternative showing the DFAs and the Alternative 6 conservation area including proposed LUPA designations and conservation planning areas. Table 2.8-4 provides acreages for the map categories shown on Figure 2.8-1. Table 2.8-6 presents an acreage summary for the Alternative 6 conservation area. Detailed breakouts for each biological resource element by ecoregion within the Alternative 6 conservation area are provided in Section 4.1 and Appendix B.

Figure 2.8-2 highlights the DFAs for Alternative 6 and Tables 2.8-1, 2.8-2, 2.8-3, and 2.8-5 show the distribution of Alternative 6 DFAs by land ownership class, by ecoregional subarea and by county.

Figure 2.8-3 shows the Alternative 6 BLM LUPA. Detailed LUPA maps and work sheets for Alternative 6 are included in Appendix D. A table summarizing LUPA acreages for each alternative is provided in the Executive Summary.

Table 2.8-1
Alternative 6 Development Focus Area and Conservation Area Reserve System by Land Ownership Class (acres)

Alternative 6	Land Ownership Class							
	Federal	*State*	*Local*	*Municipal*	*Non-Profit*	*Private*	*Tribal Lands*	*Total*
Development Focus Areas (DFAs)	**270,353**	**14,634**	**222**	**49,541**		**1,327,689**		**1,662,439**
BLM Solar PEIS Variance Lands	**604,574**	**37**		**2**		**450**		**605,062**
Conservation Area Reserve System	**12,579,999**	**637,187**	**5,244**	**127,864**	**3,750**	**2,163,254**		**15,517,297**
Existing Conservation								
Legislatively and Legally Protected Areas	7,123,406	334,181			3,522	2,492		7,463,601
Military Expansion Mitigation Lands	95,802							95,802
Proposed Conservation								
HBS-Public	3,630,955							3,630,955
MBS-Public	658,351							658,351
Undesignated	48,175							48,175
Impervious and Urban Built-up Land	23,794							23,794
Planned Conservation								
HBS-Public	544,767	184,400	1,366	127,704	188			858,426
MBS-Public	447,391	118,606	3,878	160	40			570,073
HBS-Private	4,685					1,212,145		1,216,830
MBS-Private	2,672					948,617		951,289
Other Lands	**3,607,405**	**18,616**	**3,115**	**140,122**	**41**	**900,261**	**132,528**	**4,802,089**
Impervious and Urban Built-up Land	14,253	324	2,867	3,045	41	315,162	3,968	339,660
Military	2,932,955					728		2,933,684
Open OHV Lands	352,509	2,570				22,782		377,862
Open OHV Lands - Imperial Sand Dunes	132,987	30				850		133,868
Tribal Lands	124						128,560	128,684
Undesignated	174,578	15,691	248	137,076		560,738		888,332
Total	**17,062,330**	**670,474**	**8,581**	**317,529**	**3,791**	**4,391,654**	**132,528**	**22,586,888**

Note: All acreages are estimates and subject to change
Local includes County, City, and Special District
HBS: High Biological Sensitivity; MBS: Moderate Biological Sensitivity
HBS-Private and MBS-Private lands include acreage identified as Federal due to the coding of a portion of the Catellus lands transfers.

Table 2.8-2
Alternative 6 Development Focus Areas by County and Aggregated Land Ownership

DFA by County by Aggregated Ownership	Acres
Imperial County	**449,481**
Private	346,972
Public	102,509
Inyo County	**35,804**
Private	11,971
Public	23,833
Kern County	**317,398**
Private	295,781
Public	21,617
Los Angeles County	**238,471**
Private	238,079
Public	392
Riverside County	**256,671**
Private	90,472
Public	166,199
San Bernardino County	**364,615**
Private	344,416
Public	20,199
Total	**1,662,439**

Note: All acreages are estimates and subject to change

Table 2.8-3
Alternative 6 Development Focus Areas by Ecoregional Subarea

DFA by Ecoregional Subarea	Acres
Cadiz Valley and Chocolate Mountains	256,698
Imperial Borrego Valley	449,454
Kingston and Funeral Mountains	9,812
Mojave and Silurian Valley	44,354
Owens River Valley	21,772
Panamint Death Valley	6,055
Pinto Lucerne Valley and Eastern Slopes	123,305
Providence and Bullion Mountains	13,208
West Mojave and Eastern Slopes	737,783
Total	**1,662,439**

Note: All acreages are estimates and subject to change

Table 2.8-4
Integrated Alternative 6 (acres)

Alternative 6 DFAs and Conservation Area Reserve System and Other Lands	BLM Land Use Plan Amendment						Total
	DCLs			*Non-DCLs*			
	Non-SRMA	*SRMA*	*DCLs Subtotal*	*Non-SRMA*	*SRMA*	*Non-DCLs Subtotal*	
Development Focus Areas (DFAs)	**94,172**	**9,319**	**103,491**	**1,512,393**	**46,556**	**1,558,948**	**1,662,439**
BLM Solar PEIS Variance Lands	**281**	**0**	**281**	**603,991**	**790**	**604,781**	**605,062**
Conservation Area Reserve System	**4,267,888**	**2,193,770**	**6,461,657**	**8,068,095**	**987,544**	**9,055,639**	**15,517,297**
Existing Conservation							
Legislatively and Legally Protected Areas	638,681	267,246	905,927	6,298,099	259,575	6,557,674	7,463,601
Military Expansion Mitigation Lands	74,701	15,364	90,066	3,989	1,748	5,736	95,802
Proposed Conservation							
HBS-Public	2,153,866	1,477,089	3,630,955				3,630,955
MBS-Public	510,707	147,643	658,351				658,351
Undesignated	32,556	15,619	48,175				48,175
Impervious and Urban Built-up Land	13,911	9,883	23,794				23,794
Planned Conservation							
HBS-Public	116,826	30,544	147,370	437,902	273,154	711,056	858,426
MBS-Public	24,560	6,044	30,605	260,943	278,525	539,469	570,073
HBS-Private	487,896	149,495	637,390	512,708	66,732	579,439	1,216,830
MBS-Private	214,182	74,842	289,024	554,455	107,810	662,265	951,289
Other Lands	**152,822**	**20,683**	**173,506**	**4,022,683**	**605,901**	**4,628,583**	**4,802,089**
Impervious and Urban Built-up Land	14,160	2,120	16,280	311,180	12,200	323,380	339,660
Military	45,842	208	46,050	2,871,205	16,429	2,887,634	2,933,684
Open OHV Lands	484	14,460	14,944	891	362,026	362,917	377,862
Open OHV Lands - Imperial Sand Dunes	108	1,363	1,472	295	132,101	132,396	133,868
Tribal Lands	68	0	68	126,145	2,471	128,616	128,684
Undesignated	92,161	2,531	94,692	712,966	80,674	793,640	888,332
Total	**4,515,163**	**2,223,772**	**6,738,935**	**14,207,162**	**1,640,791**	**15,847,952**	**22,586,888**

Note: All acreages are estimates and subject to change

HBS: High Biological Sensitivity; MBS: Moderate Biological Sensitivity

DCLs: BLM Desert Conservation Lands designations (Area of Critical Environmental Concern, National Landscape Conservation System, Wildlife); SRMA: Special Recreation Management Area

Table 2.8-5
Alternative 6 Technology Types within Development Focus Areas by County

DFAs by Technology Type by County	Acres
Imperial County	**449,481**
Geothermal	108,669
Solar	138,929
Solar and Geothermal	196,385
Solar and Wind	167
Solar, Wind and Geothermal	5,331
Inyo County	**35,804**
Geothermal	6,177
Solar	21,943
Solar and Geothermal	7,684
Kern County	**317,398**
Solar	127,598
Solar and Wind	189,801
Los Angeles County	**238,471**
Solar	238,471
Riverside County	**256,671**
Solar	113,376
Solar and Wind	143,295
San Bernardino County	**364,615**
Geothermal	493
Solar	138,284
Solar and Wind	225,837
Total	**1,662,439**

Note: All acreages are estimates and subject to change

Table 2.8-6
Alternative 6 Conservation Area Reserve System Summary

Alternative 6 Conservation Area Reserve System	Acres	% of the Plan-wide Reserve Context
Existing Conservation	**7,559,403**	100%
Legislatively and Legally Protected Areas	7,463,601	100%
Military Expansion Mitigation Lands	95,802	100%
Proposed and Planned Conservation	**7,957,894**	—
HBS-Public	**4,489,381**	99%
Proposed Conservation	3,630,955	—
Planned Conservation	858,426	—
MBS-Public	**1,228,424**	65%
Proposed Conservation	658,351	—
Planned Conservation	570,073	—
Planned Conservation - HBS-Private	1,216,830	113%
Planned Conservation - MBS-Private	951,289	75%
Proposed Conservation - Undesignated	48,175	—
Proposed Conservation - Impervious and Urban Built-up Land	23,794	—
Total	**15,517,297**	95%

Note: All acreages are estimates and subject to change

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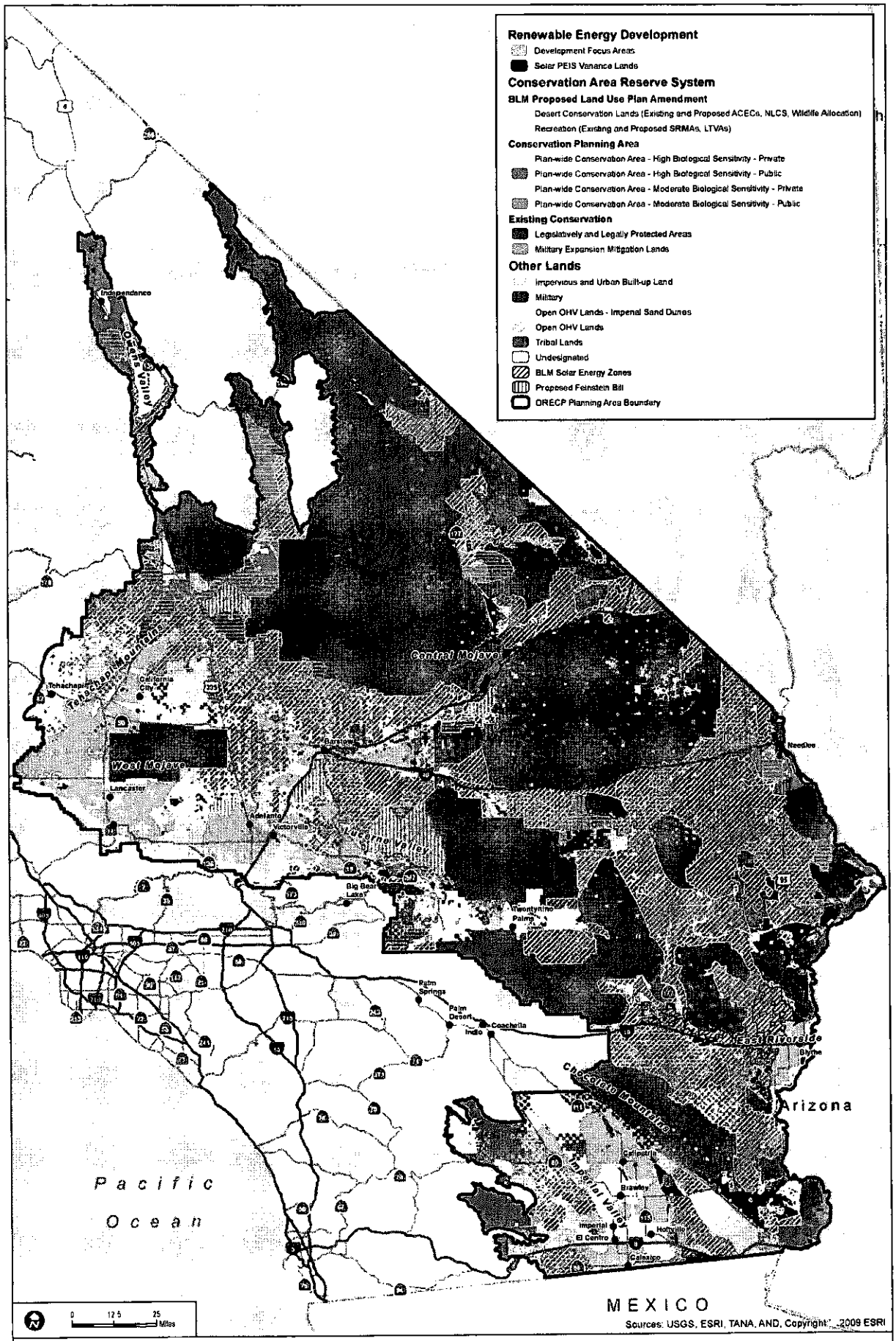

FIGURE 2.8-1

Alternative 6 - Geographically Balanced Alternative C with Variance Lands: Integrated

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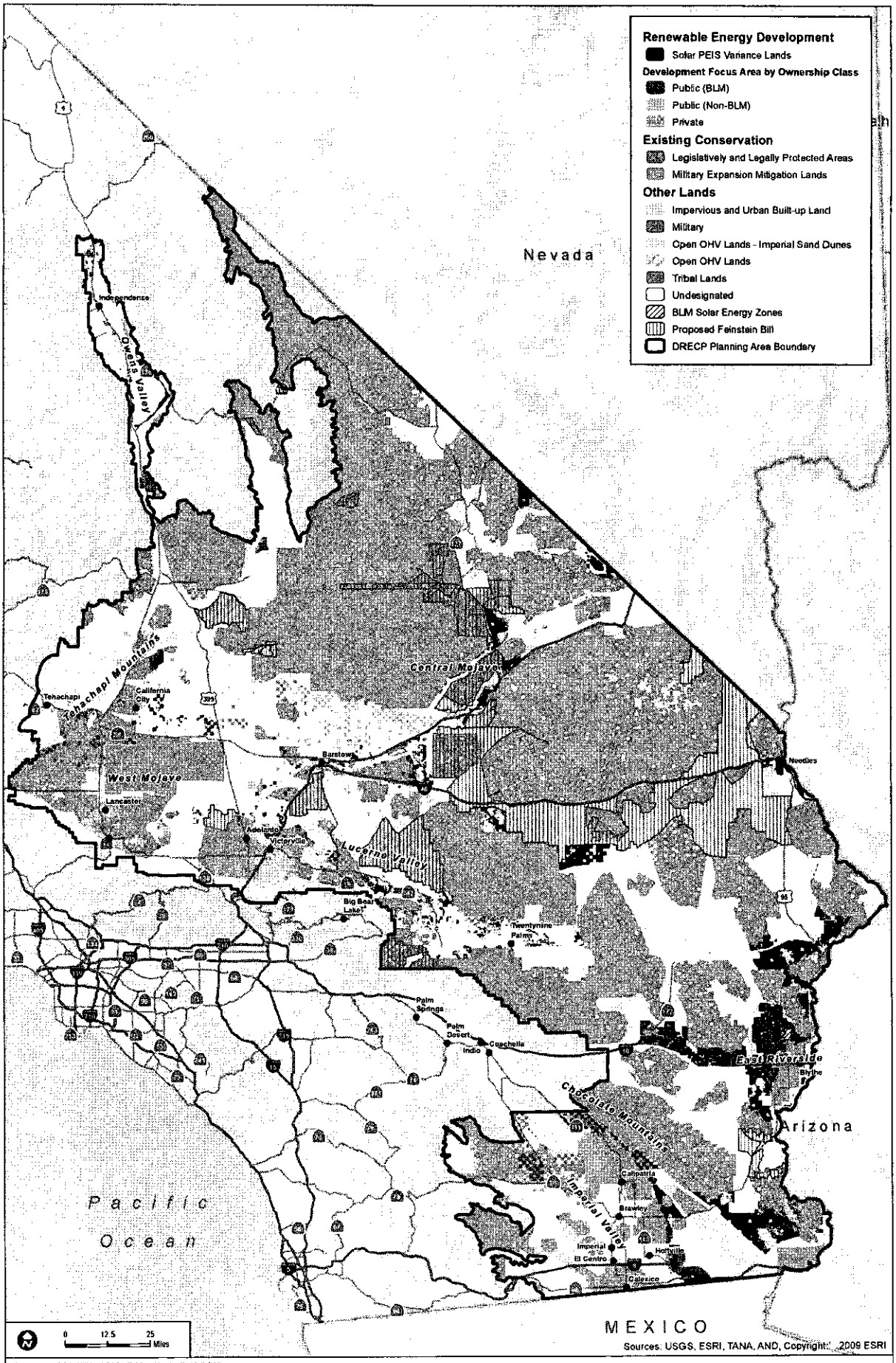

Sources: USGS (2001, 2010); ESRI (2010); BLM (2012)

FIGURE 2.8-2

Alternative 6 - Geographically Balanced Alternative C with Variance Land: Development Focus Areas by Ownership Class

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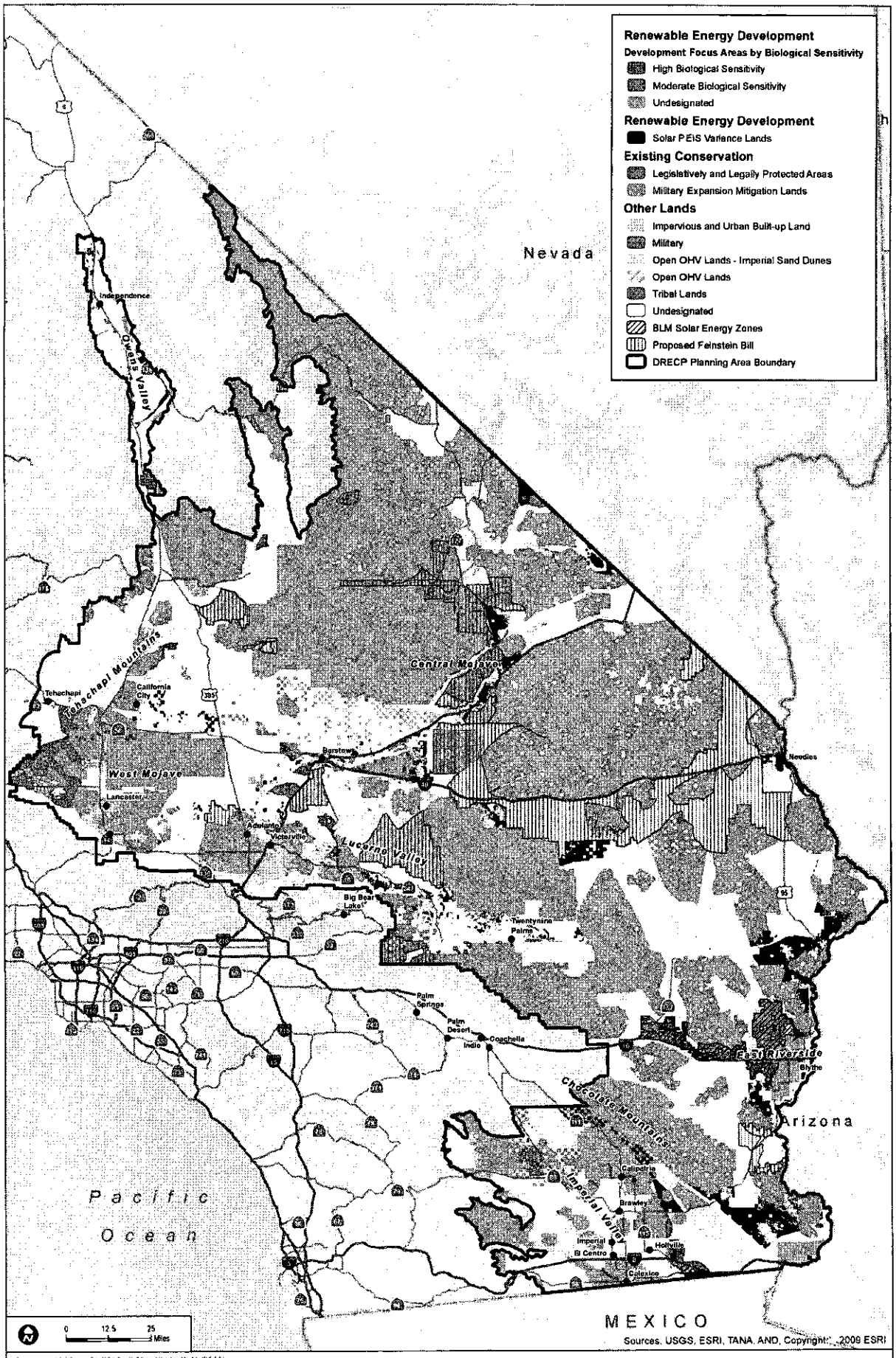

FIGURE 2.8-3

Alternative 6 - Geographically Balanced Alternative C with Variance Land: Development Focus Areas by Biological Sensitivity

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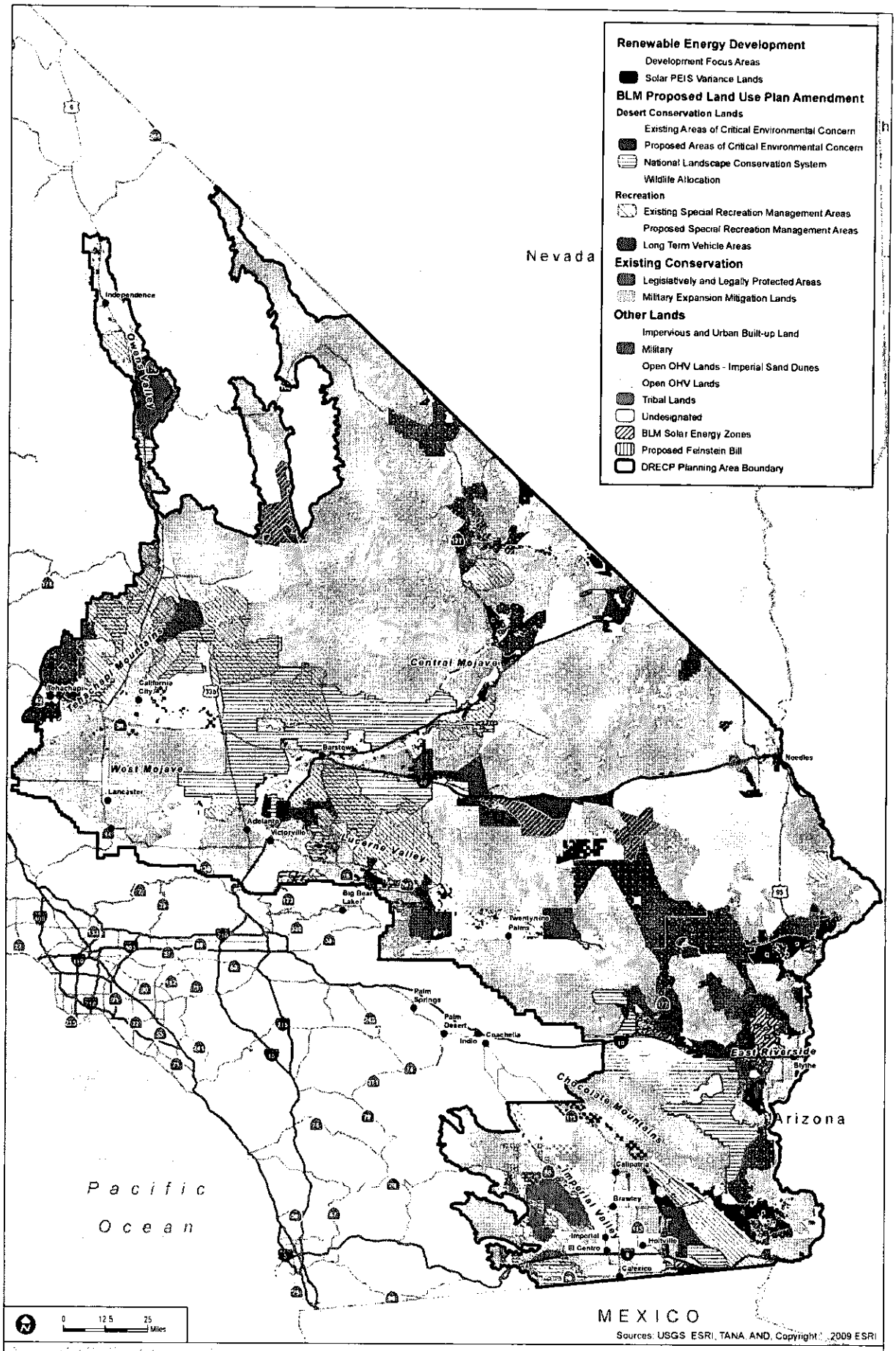

FIGURE 2.8-4

Alternative 6 - Geographically Balanced Alternative C with Variance Lands: BLM Proposed Land Use Plan Amendment

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2.9 No Action Alternative

Figure 2.9-1 depicts the integrated map for the No Action Alternative. The no action alternative assumes that the 20,323 MW renewables energy target will be met by 2040. The estimated technology mix and consequent ground disturbance has not yet been determined.

No DFAs or LUPAs are part of the no action alternative. Instead, the no action alternative assumes that development will occur within the 10.3 million acres of the Plan Area that satisfy the minimum resource requirements needed for renewable energy facilities; this includes BLM solar PEIS variance lands. Conservation is assumed to occur in Legally and Legislatively Protected Area (LLPAs) and MEMLs and development is assumed to be excluded from these areas. Further, no solar development would occur within existing ACECs.

All existing permitting and regulatory approval processes would apply to renewable energy projects under this alternative.

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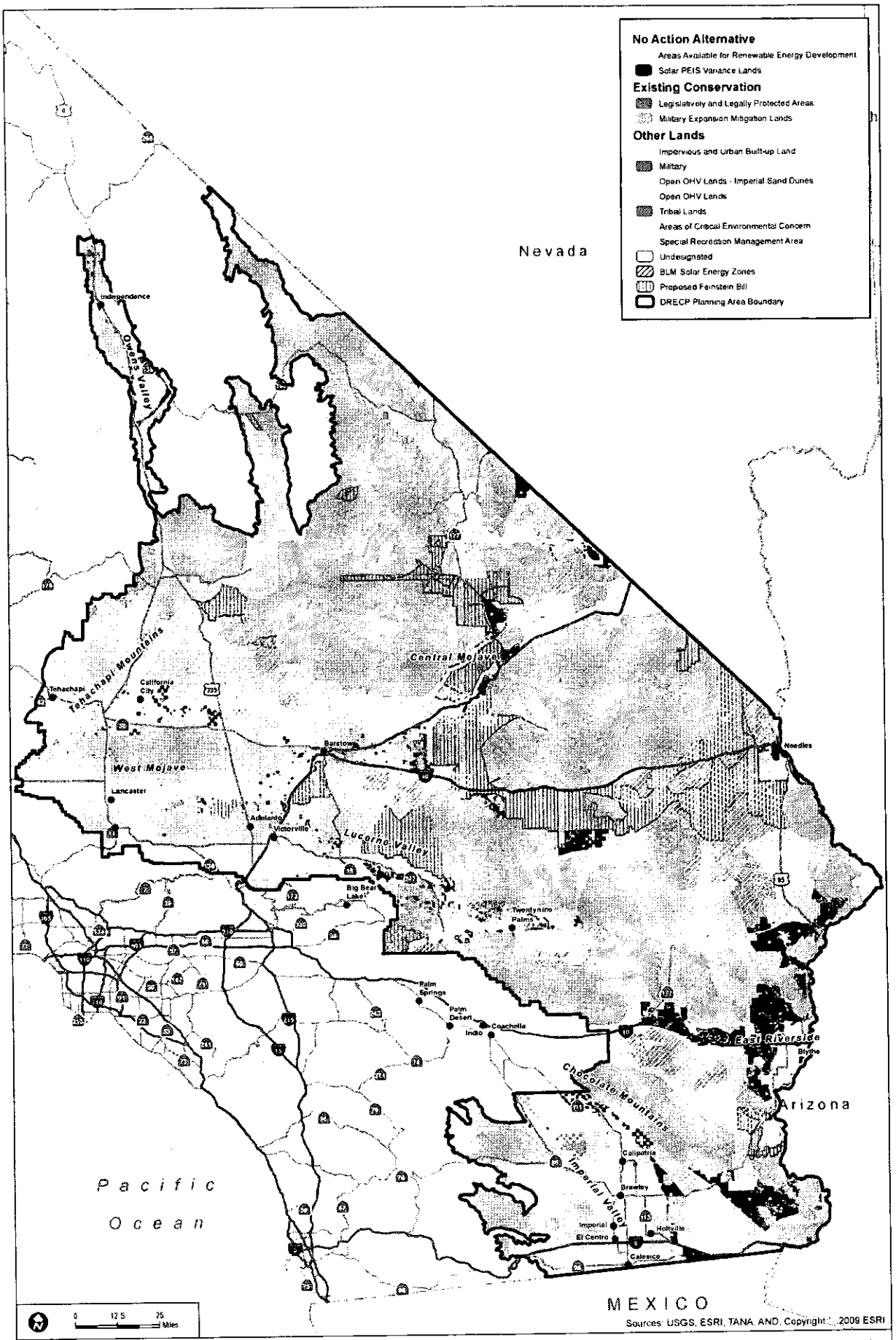

FIGURE 2.9-1

Alternative 7 - No Action: Integrated

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2.10 Alternatives Considered and Not Carried Forward for Detailed Analysis

Throughout the planning phase of the interagency DRECP, agencies and stakeholders have suggested and refined a number of reserve design and renewable energy development alternatives. Additionally, alternatives were identified during the public scoping process which occurred between July and September 2011. A Notice of Intent to prepare an Environmental Impact Statement under NEPA was published in the Federal Register on July 29, 2011, and a Notice of Preparation for an Environmental Impact Report under CEQA as published on the same date. The public comment period ended on September 12, 2011. The purpose of the public scoping period was to accept comments providing suggestions and information on the scope of issues and alternatives to be addressed in the EIS/EIR. The REAT agencies received 38 scoping letters and 41 specific comments addressed alternatives. The scoping comments are summarized in the DRECP Scoping Report.

The DRECP Scoping Report identified the following items regarding alternatives:

- EIR/EIS should describe development of each alternative, how it addresses the project objectives, implementation, and include a discussion of the different types of renewable energy technologies that may be utilized (Comment 1-2A)
- EIR/EIS should identify areas with potential use conflicts and specific recommendation for reducing conflict (Comment 1-3A)
- Alternative analysis under Section 404 permit varies from analysis under NEPA and must include on-site and off-site alternatives, which may include private land, BLM-administered land, and/or disturbed sites (Comment 1-20A)
- Preferred Alternatives (in draft and final form) should include detailed maps that indicate closures, restrictions, and conservation status of all areas in DRECP Planning Areas and disclosure of known and planned mitigation areas (Comment 11-4A)
- Proposed Action should continue to authorize, maintain, and enhance recreational use of land in DRECP Planning Area (Comment 14-3A)
- EIR/EIS should plan for a wide range of realistic desert renewable energy development scenarios through 2050 (Comment 18-5A)
- NOI does not include possible rang of alternatives. Suggests phasing of renewable energy development at different scales, different levels of development set by different levels of energy need, and a low impact alternative (comment 20-10A)
- Recommends modifications to alternatives in the NOP/NOI (Comment 21-2A)

- Need an alternative that considers less use of energy (renewable or otherwise) within regional action area and an No Action (Comment 22-11A)
- Should be conservation-driven with various alternatives formulated around a range of conservation opportunities or alternatives (Comment 23-1A)
- Alternatives should consider opportunities for energy conservation, small-scale generation facilities near cities and towns in the CDCA including rooftop solar panels and distributed generation at the site of energy consumption (Comment 20-18PD; Comment 10-2A, 22-12A, 25-20A; Comment 31-1A; Comment 33-3A)
- Expand DRECP boundary to include greater portion of San Diego County (Comment 19-1A)
- DRECP Planning Area should include the western end of Antelope Valley in Los Angeles and Kern Counties (Comment 20-19A)
- Avoid areas that support high density of wintering or migratory birds, contain high raptor activity, or breeding, wintering of migrating populations of less abundant species, avoid take of eagles and areas that overlap with the California condor (Comment 1-26A; Comment 1-36BR; Comment 18-2A)
- Preserve as much Priority Wind Resource Areas as possible (Comment 18-1A)
- Consider potential conservation and development use of military lands, other federal lands, and state lands to expand development and conservation opportunities (Comment 24-3A)
- Exclude regional linkages identified for the Town of Apple Valley (Comment 27-1a)
- Site development on previously disturbed and private lands (Comment 1-6A and 25-11A; Comment 35-1A; Comment 36-4A)
- Opportunities to develop portions of Imperial Valley and Easter Riverside (Comment 23-5A)
- Avoid development at Ord Mountain Allotment (Comment 38-1A)

Some of the suggested alternatives in the DRECP Scoping Report and from other agency and stakeholder comments were generally incorporated in the Alternatives considered in Section 2.3 through 2.9 (including the No Action Alternative, and six other Alternatives). For example, an overlay of development areas on agency-identified low resource conflict areas has been incorporated in Alternative 1, the Disturbed Lands/Low Resource Conflict Alternative. An alternative based on consideration of existing, approved projects has been addressed by reducing the overall 2040 MW target by the MW associated with the operational projects; see Section 1.2.3.4 for the description of the energy acreage calculator and the accounting for operational projects or projects under construction. An alternative

that would site development within one mile of bulk transmission, existing or planned high-voltage lines and substations, is reflected, to the extent feasible, in Alternative 2, the Geographically Balanced/Transmission Aligned Alternative B, Alternative 4, the Geographically Balanced/Transmission Aligned Alternative A, and Alternative 6, the Geographically Balanced/Transmission Aligned Alternative C with Variance Lands.

Other alternatives suggested by public comments were not described in sufficient detail to be considered or were outside of the scope of the DRECP, which is to provide a streamlined permitting process for renewable energy projects, reduce permit processing times, and provide guidance to renewable energy Applicants on siting considerations and conservation strategies. Examples include an energy-efficiency only alternative, an alternative that would incorporate more of San Diego County in the DRECP planning area boundary, an alternative that would include renewable energy development on military lands, and an alternative that would avoid development at the BLM-Administered Ord Mountain Allotment for livestock grazing located approximately 9 miles southeast of Barstow, California between I-15 and SR247.

Some alternatives suggested by public comments were presented in detail and/or were the subject of considerable discussion. These alternatives are described below with the rationale for not carrying them forward for detailed analysis.

2.10.1 Context for Alternatives Considered but Not Carried Forward for Detailed Analysis

CEQA and NEPA define categories of alternatives that can be considered but not analyzed in detail. The appropriate sections of these laws are presented in Sections 2.10.1.1 and 2.10.1.2.

Alternatives evaluated in the Draft DRECP and Draft Joint EIR/EIS must meet the goals and objectives of the overall interagency DRECP. California's state-wide renewable energy policies and planning process as well as specific DRECP program goals set the context for development and analysis of alternative scenarios. Alternatives that are inconsistent with the state-wide and DRECP-specific policies, processes and goals, or that duplicate features already included in alternatives carried forward for detailed analysis in the DRECP, were considered by the REAT agencies but will not be analyzed in detail.

A summary of California's state-wide renewable energy policies and planning process as they relate to the DRECP is included in the April 25, 2012, Renewable Energy Context Material[1] from the Office of the Governor (California Office of the Governor 2012). DRECP

[1] Renewable Energy Context Material is available at: http://www.drecp.org/meetings/2012-04-25-26_meeting/presentations/04_Office_of_the_Governor_Paper.pdf

program goals are outlined in the DRECP Planning Agreement (DRECP 2010). The purpose and objectives of the state and federal agencies collaborating in the development of the DRECP are briefly explained in in Section 1, Introduction, Purpose, and Planning Process.

These draft DRECP alternatives were designed to meet the agencies' purpose and objectives for the DRECP.

2.10.2 Description and Rationale for Alternatives Considered but Not Carried Forward for Detailed Analysis

The following alternatives have been considered by the REAT agencies, but are not included in the draft alternatives in this document

- CEERT Proposed Solar Areas Alternative
- CalWEA Proposed Wind Areas Alternative
- BLM Lands Alternative
- Private Lands Alternative
- Sierra Club Alternative
- April 25, 2012, Development Scenario 6
- Southeast Emphasis Alternative
- Avian Avoidance Alternative
- Distributed Generation Alternative

The summaries below provide a brief description of each excluded alternative along with the rationale explaining why the alternative was not included. There are three general reasons why these alternatives included, although these general reasons may apply differently to each of the alternatives. The three general reasons are:

1. Key features of the suggested alternative were duplicated in the range of alternatives included in this document.
2. Development areas identified as part of the suggested alternative did not provide sufficient renewable energy development opportunity, flexibility and/or geographic balance to align with California's state-wide renewable energy policies and planning process.
3. Development areas identified as part of the suggested alternative would result in high conflicts with biological resource values that would not align with the agencies purpose and objectives for the DRECP.

2.10.2.1 CEERT Proposed Solar Areas Alternative

Alternative Description. In August 2011, the Center for Energy Efficiency and Renewable Technologies (CEERT) and the Large-Scale Solar Association (LSA) submitted maps that define over 2 million acres on which they encourage the development of solar energy (CEERT 2011a). These areas have the optimal characteristics required for large-scale solar project development: above average insolation, appropriate slope, and proximity to transmission. CEERT and LSA also noted that areas with many small, separately-owned parcels ("parcelization") can inhibit the efficient development of larger solar energy generation. The majority of the areas identified are within the West Mojave highlands surrounding Edwards Air Force Base, in addition to areas identified in the Lucerne Valley, West Chocolate Mountains, Southern Imperial Valley, and eastern Riverside County. The areas suggested by CEERT and LSA are illustrated in Figure 2.10-1.

Consistency with Purpose and Objectives. The CEERT Proposed Solar Areas Alternative would meet some of the agencies' purpose and objectives for the DRECP but it includes some locations avoided by the DFAs at the request of one or more of the REPG agencies. The alternative would meet the assumed energy target for all alternatives (20,000 to 22,000 MW). It would not incorporate non-solar renewable energy technologies and would not provide diversity in renewable energy generation and transmission. The alternative would partially comply with the biological and non-biological purpose and objectives for the DRECP. The CEERT development areas defined in this alternative that have not been incorporated into other retained alternatives have high biological resource conflicts and do not align with DRECP biological goals and objectives.

Rationale for Elimination. It was not feasible to present an alternative based exclusively on the CEERT/LSA identified solar areas. The alternatives included in this document incorporate between 504,000 and 1,138,000 acres of the 2 million acres of solar development areas proposed by CEERT. This means that between 45% and 55% of the DFAs in these draft alternatives are the same lands as those identified in the CEERT Proposed Solar Areas Alternative. Table 2.10-1 defines the acreage of the CEERT Alternative that was included in each of the retained alternatives.

Table 2.10-1
Acreage of CEERT Alternative Included in the Retained Alternatives

Alternative	Acres Incorporated	Percent of DFAs per Alternative
Alternative 1 – Disturbed Lands/Low Resource Conflict Alternative	504,275	45
Alternative 2 – Geographically Balanced/Transmission Aligned Alternative B	919,549	54
Alternative 3 – West Mojave Emphasis Alternative	919,549	55
Alternative 4 – Geographically Balanced/Transmission Aligned Alternative A	687,217	46
Alternative 5 – Increased Geographic and Technology Flexibility Alternative	1,138,224	50
Alternative 6 – Geographically Balanced Alternative C with Variance Lands	887,476	53

Source: DRECP 2012a.

The remaining acres identified in the CEERT Proposed Solar Areas Alternative are not included due to the following resource conflicts:

- Sensitive biological resources such as the Mojave River corridor (Barstow), Significant Ecological Areas (Los Angeles County), BLM Flat-tailed Horned Lizard Management Areas (Yuha Basin), habitat linkage areas (West Mojave)
- Conflicts with DFA exclusions related to the CDCA boundary along the Colorado River (East Riverside)
- Overlap with the proposed Mojave Trails National Monument (east of Barstow)
- Conflicts with DFA exclusions related to existing development in portions of the Owens Valley/West Mojave, Barstow, and Imperial County
- Existing land allocations around Barstow
- Conflicts with DFA exclusions related to open OHV use areas designated on BLM lands (Imperial County and the West Mojave area)

Because the CEERT Proposed Solar Areas Alternative identified locations that conflicted with the DRECP goals and with the purpose and objectives of one or more of the DRECP agencies, the alternative was not included. However, as described above, some of the CEERT solar development areas are included in the draft DRECP Alternatives.

2.10.2.2 CalWEA Proposed Wind Areas Alternative

Alternative Description. The California Wind Energy Association (CalWEA) suggested consideration of an alternative for development of wind energy resources that recommended two phases for implementation of wind energy development under the

DRECP (CalWEA 2012a). Phase 1 would include three categories of land: Wind DFAs, Neutral Areas, and Reserve Design Areas, as described below:

- Wind DFAs include the highest quality wind resources within 10 miles of an existing transmission corridor that do not overlap with lands classified as having special environmental concern. Projects in Wind DFAs would receive permit streamlining benefits for ground-dwelling (non-flying) species.
- Neutral Areas include lower-quality, potentially commercially viable wind resources and high-quality biological resources within Areas of Critical Environmental Concern (ACECs) and Desert Wildlife Management Areas (DWMAs) within 10 miles of existing transmission corridors. These areas would be open to conservation efforts or wind development. Wind development may be subject to higher survey and mitigation requirements for ground-dwelling (non-flying) species.
- Reserve Design Areas would prohibit wind development unless specifically determined to be compatible with the biological goals and objectives of the area.

Phase 2 would begin no later than 2020 and would be subject to a mandated revisiting of the Phase 2 areas initiated no later than 2017. Portions of the Phase 2 area would be designated as Phase 2 wind DFAs or Neutral Areas based on additional environmental data, experience developing in Phase 1 areas, the state of renewable energy market competition, achievement of the state's clean energy goals, and other factors.

CalWEA stated that avian and bat species would be addressed as an overlay to each of the categories described above and that in all areas developers would follow state and federal avian and bat siting guidelines.

CalWEA recommended that the DRECP plan for the development of at least 25,000 MW of wind energy capacity. CalWEA assumed that more wind energy development would occur within the DRECP area than in the rest of the state. CalWEA calculated that 25,000 MW of wind development would require wind development leases on about 4% of the DRECP land area, and would impact less than 1% of the DRECP area in terms of land disturbance. The areas suggested by CalWEA are illustrated in Figure 2.10-1.

Consistency with Purpose Objectives. The CalWEA Proposed Wind Areas Alternative would meet some of the agencies' purpose and objectives for the DRECP but it includes some locations avoided by the DFAs at the request of one or more of the DRECP agencies. The alternative would meet the assumed target for all alternatives (20,000 to 22,000 MW). It would increase the development of wind generation above the amounts identified by the Energy Commission. This proposal would also provide less diversity in renewable energy generation. The alternative would partially comply with the biological and non-biological conservation guiding principles. The CalWEA development areas that are not incorporated

into the draft alternatives included in this document have high biological resource conflicts and do not align with DRECP biological goals and objectives.

Rationale for Elimination. It was not feasible to present an alternative based exclusively on the CalWEA identified wind areas. The alternatives included in this document incorporate development areas of between 284,000 to 1,306,000 acres of the 2.3 million acres of Wind DFAs proposed by CalWEA. As such, between 25% and 57% of the DFAs in the interagency DRECP are the same as those identified in the CalWEA Proposed Wind Areas Alternative. Table 2.10-2 defines the acreage of the CalWEA Alternative that was included in each retained alternative.

Table 2.10-2
Acreage of CalWEA Alternative Included in the Retained Alternatives

Alternative	Acres Incorporated	Percent of DFAs per Alternative
Alternative 1 – Disturbed Lands/Low Resource Conflict Alternative	284,065	25
Alternative 2 – Geographically Balanced/Transmission Aligned Alternative B	589,066	32
Alternative 3 – West Mojave Emphasis Alternative	519,386	31
Alternative 4 – Geographically Balanced/Transmission Aligned Alternative A	486,110	31
Alternative 5 – Increased Geographic and Technology Flexibility Alternative	1,306,385	57
Alternative 6 – Geographically Balanced Alternative C with Variance Lands	562,853	34

Source: DRECP 2012a.

The remaining acres identified in the CalWEA Proposed Wind Areas Alternative were eliminated from detailed analysis due to the following resource conflicts:

- Sensitive biological resources such as high concentration of nesting golden eagles (Barstow and the Cady and Bristol Mountains) and California condors
- Conflicts with the DFA 2-mile buffer applied to tribal lands (Imperial County Chocolate Mountains)
- Overlap with the proposed Mojave Trails National Monument (east of Barstow)
- Conflicts with DFA exclusions related to existing development in portions of Imperial County (Ocotillo Wind Project)

- Conflicts with Department of Defense identified locations having a high likelihood of an unacceptable risk to national security[2] (portions of West Mojave, Owens Valley, Imperial County, and South Barstow)

Because the CalWEA Proposed Wind Areas Alternative identified locations that conflicted with the purpose and objectives for the DRECP, the complete alternative was not included. However, as explained above, up to 57% of the CalWEA proposed development areas with lower potential for resource conflicts are included in the draft DRECP alternatives.

2.10.2.3 BLM Lands Alternative

Alternative Description. The BLM Lands Alternative suggests that all renewable energy development streamlined by the DRECP should be located on BLM administered public lands. Approximately 10 million acres within the 22.6 million acre DRECP Plan Area are administered by the BLM under the California Desert Conservation Area Plan, and under the Bishop, Caliente/Bakersfield, and Eastern San Diego County Resource Management Plans. Legislatively and legally protected areas within the DRECP and on BLM administered land include about 2.8 million acres of BLM wilderness areas. Further detail regarding the BLM-administered lands is described in Section 3.7, BLM Land Designations, Classifications, Allocations, and Wilderness Inventory.

The BLM and the U.S. Department of Energy (DOE) published a Final Solar Programmatic EIS in July 2012, for which a Record of Decision was signed on October 12, 2012. The Solar Programmatic EIS included two Solar Energy Zones that fall within the DRECP planning area boundary and would be incorporated into this alternative. These Solar Energy Zones are the Imperial East zone (5,717 acres) and the Riverside East zone (147,910 acres). Some or all of the Solar Energy Zones were included in all the alternatives carried forward for detailed analysis; however, none of the alternatives would locate all the renewable energy streamlined by the DRECP on BLM-administered lands.

Consistency with Purpose and Objectives. The BLM Lands Alternative would be required to avoid legislatively and legally protected areas and other locations avoided by the DFAs at the request of one or more of the DRECP agencies. These protected areas include BLM Wilderness Areas (2.8 million acres), open OHV areas (512,000 acres), and lands within the

[2] The Department of Defense prepared background materials for the DRECP Meeting July 25 and 26, 2012 that included figures indicating areas where wind towers would conflict with the Navy and Air Force high risk of adverse impact zones such as restricted airspace, terrain flight areas, or the Marine Corps Air Ground Combat Center Twenty-Nine Palms Expansion and would result in an unacceptable risk to national security. The Department of Defense explained that this meant that if a DFA were established in such locations, the Department would closely scrutinize any projects and would potentially object to a project at those locations. The figures are available at: http://www.drecp.org/meetings/2012-07-25-26_workshop/background/Department_of_Defense_Materials/Dept_of_Defense_Conflict_Areas_07_24_2012.pdf

proposed Mojave Trails National Monument (940,000 acres). The alternative could potentially meet the assumed development target for all alternatives (20,000 to 22,000 MW). The alternative would be somewhat consistent with the DRECP's biological goals and objectives. However, the alternative would not be consistent with BLM's non-biological purpose and objectives for the DRECP on BLM lands, including those regarding Special Recreation Management Areas, general recreation, visual resources, cultural and historic resources including historic trails, herd management, and grazing allotments.

Rationale for Elimination. The draft alternatives included in this document incorporate DFAs that include between 82,000 to 621,400 acres of land of the 10 million acres administered by the BLM within the DRECP Plan Area. This means that between 7% and 27% of the DFAs in the draft DRECP alternatives are the same as those identified in the BLM Lands Alternative; moreover, each draft alternative included in this document assumes renewable energy development on lands administered by the BLM. Table 2.10-3 defines the acreage of the BLM Land Alternative that was included in each retained alternative.

Table 2.10-3
Acreage of BLM Land Alternative Included in the Retained Alternatives

Alternative	Acres Incorporated	Percent of Alternative DFAs
Alternative 1 – Disturbed Lands/Low Resource Conflict Alternative	81,991	7
Alternative 2 – Geographically Balanced/Transmission Aligned Alternative B	360,553	20
Alternative 3 – West Mojave Emphasis Alternative	324,535	19
Alternative 4 – Geographically Balanced/Transmission Aligned Alternative A	214,153	15
Alternative 5 – Increased Geographic and Technology Flexibility Alternative	621,432	27
Alternative 6 – Geographically Balanced Alternative C with Variance Lands	252,966	15

Source: DRECP 2012a.

Siting of all renewable energy within the DRECP area on BLM land only would not provide for balance or flexibility in siting renewable energy development on lands with less biological value, and in some instances it would not align with existing transmission corridors. The BLM-administered land occurs throughout the DRECP Plan Area, while transmission corridors generally parallel Interstate 15, Historic Route 66, Interstate 10, Interstate 8, Intestate 95, and the California state border.

The agencies purpose and objectives for the DRECP include identifying the most appropriate locations within the planning area for development of renewable energy projects while taking into account potential impacts to threatened and endangered species

and sensitive natural communities. Limiting covered renewable energy development to BLM land would not meet the purpose and objectives because much of the BLM land within the DRECP has a high biological sensitivity as shown in the Conservation Area Reserve System maps and would not utilize the best renewable energy resource areas for project development, some of which are located on private land. The alternative could result in more substantial conflicts with other resource values retained on BLM lands. In accordance with Section 103(c) of the Federal Land Policy and Management Act, public lands are to be managed for multiple use and sustained yield, including a combination of balanced and diverse resource uses that takes into account the long-term needs of future generations for renewable and non-renewable resources, including, but not limited to, recreation, range, timber, minerals, watershed, wildlife and fish, and natural scenic, scientific, and historical values.

2.10.2.4 Private Lands Alternative

Alternative Description. The Private Lands Alternative would assume that all renewable energy development streamlined by the DRECP will be sited on previously disturbed and private lands. This alternative was suggested in several scoping comments. Approximately 1.8 million acres within the DRECP area are classified as disturbed land and agricultural land types[3] (DRECP 2012a). Imperial County has the largest percentage of disturbed and agricultural land (33%). The private/disturbed land is located in the following counties:

- Imperial County – 600,000 acres
- Los Angeles County – 340,000 acres
- Riverside County – 150,000 acres
- San Bernardino County – 450,000 acres
- Kern County – 245,000 acres

These acres of private/disturbed development land could be significantly reduced depending on whether they are active agriculture lands. Active agriculture lands are potentially unavailable for renewable energy development because of ongoing use and various state and local practices and policies regarding protection of agriculture lands.

Consistency with Purpose Objectives. The Private Lands Alternative would meet some of the agencies' purpose and objectives for the DRECP, but it includes some locations avoided by the DFAs at the request of one or more of the DRECP agencies. The alternative could

[3] In order to map disturbed land and agricultural land types, the DRECP used the Farmland Mapping and Monitoring Program categories that include Farmland of Local Importance, Farmland of Statewide Importance, Prime Farmland, Unique Farmland, and disturbed. Additionally, a rural land cover type was developed for the DRECP based on a rural lands model that used road access data (DRECP 2011b)

potentially meet the assumed target for all alternatives (20,000 to 22,000 MW). The alternative would only partially comply with the biological conservation guiding principles because portions of the alternative could be located on lands identified as having a high biological sensitivity in the Plan-wide Conservation Area. The alternative would comply with the non-biological conservation guiding principles which are specific to BLM-administered land.

Rationale for Elimination. The alternatives included in this document incorporate high levels of private land, between 964,900 to 1,570,000 acres of private land of the 1.8 million acres of private land in the DRECP Planning Area boundary. Between 51% and 86% of the DFAs in the retained alternatives are the same lands as those identified in the Private Land Alternative and each alternative assumes that there will be some renewable energy development on private lands. Table 2.10-4 defines the acreage of the Private Lands Alternative that was included in each retained alternative.

Table 2.10-4
Acreage of Private Land Alternative Included in the Retained Alternatives

Alternative	Acres Incorporated	Percent of DFAs per Alternative
Alternative 1 – Disturbed Lands/Low Resource Conflict Alternative	963,608	86
Alternative 2 – Geographically Balanced/Transmission Aligned Alternative B	1,373,333	75
Alternative 3 – West Mojave Emphasis Alternative	1,260,577	76
Alternative 4 – Geographically Balanced/Transmission Aligned Alternative A	1,168,930	79
Alternative 5 – Increased Geographic and Technology Flexibility Alternative	1,571,411	68
Alternative 6 – Geographically Balanced Alternative C with Variance Lands	1,327,690	80

Source: DRECP 2012a.

Siting renewable energy only on private land would not provide balance or flexibility in siting renewable energy development because there is limited private land throughout the DRECP and the private land is not always located in the areas with the highest energy resource values. In some instances, development on private land would not align with existing transmission corridors. Meeting state-wide renewable energy goals within the DRECP planning area boundary exclusively on private lands would result in substantial conflicts with current and proposed land uses on private lands. Some counties expressed concern that development of renewable energy on private land could impact county land use programs and controls, and could result in effects on the local economy and on county resources and character (i.e., jobs, property tax revenue), lost recreation potential, and lost

historical resources (County of Riverside 2011; DRECP 2011a). Private lands that were not incorporated into the retained alternatives have high biological resource conflicts and do not align with DRECP program goals.

2.10.2.5 Sierra Club Alternative

Alternative Description. The February 10, 2012, Sierra Club comment letter provided an analysis of the California Energy Commission–DRECP energy forecast model, and requested that several inputs be adjusted or corrected, such as the electricity consumption needs for plug-in hybrids, the rate of energy efficiency deployment, land use per megawatt of solar power plants, and the amount of distributed generation and energy storage needed by 2050 (Sierra Club 2012a). The Sierra Club stated that the California Energy Commission–DRECP reference-case energy efficiency savings rate of 0.83% per year, while similar to historical average efficiency savings from 1990 to 2010 [0.81%], was too low and should be increased to conform to existing forecasts and state policy goals (Sierra Club 2012a).

The Sierra Club also recommended that the energy growth rate account for both uncommitted and committed[4] efficiency savings. The Sierra Club recommended assuming a 1.15% energy efficiency savings per year (Sierra Club 2012a). The Sierra Club Alternative assumed successful implementation of energy efficiency measures, and therefore reduced need for siting and developing utility scale renewable energy development in the DRECP.

In response to the Sierra Club comments, the Energy Commission revised the 2040 Acreage Calculator Scenario by revising the forecasted annual growth in demand to include uncommitted energy efficiency (Energy Commission 2012a). The Sierra Club submitted a second comment letter July 11, 2012, noting that additional energy efficiency savings should be further incorporated into the calculator (Sierra Club 2012b).

Consistency with Purpose Objectives. The Sierra Club Alternative would revise the acreage calculator to include a higher energy efficiency savings, which would reduce the acres needed for renewable energy within the DRECP planning area. The Sierra Club Alternative does not address the geographic distribution of ,or flexibility for, renewable energy development, but it would potentially allow for avoidance of the locations not included in the DFAs at the request of one or more of the DRECP agencies. The alternative would not meet the assumed target for all alternatives (20,000 to 22,000 MW) because the Sierra Club Alternative contends that reduced energy development would be needed by

[4] "Committed" savings are those that result from market forces and from policy initiatives that are fully authorized and for which a sufficient program design exists to allow accurate savings assessments. "Uncommitted" saving are the result of policy initiatives not considered committed.

2040, given the increase in energy efficiency. The alternative would potentially comply with the biological and non-biological conservation guiding principles.

Rationale for Elimination. The Sierra Club energy efficiency assumptions are higher than those assumed in the Energy Commission calculator and those documented between 1990-2010 which was 0.81% (Vidaver 2011). The energy efficiency originally assumed in the Energy Commission-DRECP scenario, 0.83% per year, is already above the historical average between 1990 and 2010. As noted in the Renewable Energy Context Material provided by the Office of the Governor [April 25, 2012], even with substantial energy efficiency measures California's electricity use could double by 2050 (California Office of Governor 2012). Because the efficiency goals stated in the Sierra Club Alternative are not likely to be attainable, the alternative may not meet the DRECP contribution to state-wide renewable energy goals.

The Sierra Club Alternative for energy efficiency deployment offers an expert opinion that disagrees in part with the expert opinion offered by the Energy Commission. The CEQA Guidelines (Section 15151) require that an EIR include a sufficient degree of analysis to provide decision makers with information which enables them to make a decision that takes account of environmental consequences. In this case, the alternatives are based on the Energy Commission calculator, which is based on documented efficiency assumptions.

2.10.2.6 April 25, 2012, Development Scenario 6

Alternative Description. The April 25–26, 2012, DRECP Stakeholder Committee Meeting discussed six renewable energy development scenarios, with potential DFAs ranging from "concentrated" development to "dispersed" development. Development Scenario 6 was the most dispersed development scenario and provided the most flexibility for renewable energy development and greatest potential to respond to market constraints (DRECP 2012b). Development Scenario 6 included all of the potential development within the DRECP October 2011 Preliminary Conservation Strategy Renewable Energy Study Areas and Solar Programmatic EIS Solar Energy Zones, in addition to other industry identified development areas (DRECP 2012b). This scenario exhibited the highest potential conflicts with biological and non-biological resources and uses within the DRECP Plan Area. It included 4.6 million acres of DFAs, of which 57% were private, 39% were Federal (BLM-administered), and 4% were other (municipal, district) (DRECP 2012. Development Scenario 6 is illustrated in Figure 2.10-2.

Consistency with Purpose and Objectives. The Development Scenario 6 Alternative does not meet the geographic context for alternatives because it includes locations avoided by the DFAs at the request of one or more REPG agencies. The alternative would meet the assumed generation target for all alternatives (20,000 to 22,000 MW). The alternative would not comply

with the biological and non-biological conservation guiding principles because it would locate renewable energy development on land within the DRECP that has high biological sensitivity as shown in the Plan-wide Biological Reserve Context maps. The areas that would be incorporated in this alternative but that are not within the retained alternatives have high biological resource conflicts and do not align with DRECP program goals.

Rationale for Elimination. The Development Scenario 6 would not concentrate renewable energy development in DFAs, so it would direct transmission to less environmentally constrained locations. It would result in high biological resource conflicts; about 62% of the scenario would overlap with areas of potential conflict (DRECP 2012b). Because the Development Scenario 6 Alternative identified locations that conflicted with the DRECP goals, the alternative was not carried forward. However, up to 2.2 million acres of the alternative development areas that have lower potential resource conflict are included in the DRECP alternatives.

2.10.2.7 Southeast Emphasis Alternative

Alternative Description. This alternative was defined as the "Southeast Emphasis Alternative – Alternative 4" in the July 25, 2012, Overview of DRECP Alternatives – Briefing Materials. This alternative would focus development in the southeast portion of the DRECP planning area, including eastern Riverside County and Imperial County. The alternative would include development both on public lands in the southeast portion of the Plan Area and on private lands in Imperial County. It would include 1.29 million acres of DFAs, with about 406,000 acres of land administered by the BLM (31% of the DFAs) and 820,000 acres of private lands (63% of the DFAs) (DRECP 2012a). It would include over 545,000 acres of agriculture lands and over 37,000 acres of dune communities (DRECP 2012a). The Southeast Emphasis Alternative would incorporate about 537,000 acres of the CEERT proposed solar areas and about 290,000 acres of the CalWEA identified wind areas (DRECP 2012a). The alternative is illustrated in Figure 2.10-3.

Consistency with Purpose and Objectives. The Southeast Emphasis Alternative would not meet the DRECP agencies purpose and objectives for the DRECP because it includes locations that should be avoided by for use as DFAs at the request of one or more of the DRECP agencies. The alternative could potentially meet the assumed target for all alternatives (20,000 to 22,000 MW). The alternative would partially comply with the biological and non-biological conservation guiding principles.

Rationale for Elimination. This alternative is eliminated for several reasons. The alternative would eliminate farming on productive agricultural lands, resulting in detrimental economic effects to the Imperial County area. The agriculture production in

2011 in the Imperial Valley generated an estimated $1.175 billion in personal income with an estimated total economic impact of $5.3 billion (Imperial County Farm Bureau 2012). In addition, there is a common misconception that the conversion of large agricultural parcels to other uses would allow reassignment of water allowances to other users by the agricultural land owners. In Imperial County, water rights are retained by the Imperial Irrigation District (IID) and allocated per IID rules, regulations and policies even if the land is not used for agriculture.

The conversion of large areas of agricultural land to generation facilities would constitute an environmental impact due to loss of protected farmlands (including loss of Williamson Act land and other protected or prime agricultural lands). Farmlands also provide important habitat for certain species, like the burrowing owl and the Salton Sea, farm fields, and IID canals provide habitat for birds. Over 70 percent of California's burrowing owls reside in Imperial County (Imperial County Farm Bureau 2012).

Another reason that this alternative has been eliminated is that the generation of the majority of the DRECP's renewable energy in Imperial County would create two additional problems:

1. The need for a substantial new transmission system that would likely be infeasible given the electrical isolation of the IID transmission system from areas with more load; and
2. The need for a large quantity of gas or geothermal power generation to balance the intermittent generation from renewable resources. Much of the balancing generation would have to be located within the IID service territory, where electricity demand is around 1000 MW.

2.10.2.8 Avian Avoidance Alternative

Alternative Description. A number of scoping comments requested consideration of an alternative that would avoid impacts to avian species. The comments requested an alternative that would revise the DRECP area to:

- Avoid the take of eagles
- Exclude areas that overlap with California condor use areas
- Exclude areas that support high densities of wintering or migratory birds, contain a high level of raptor activity, or contain breeding, wintering, or migrating populations of less abundant species

There are about 603,000 acres of modeled suitable foraging habitat for the California condor in the DRECP planning area boundary (Species Profiles 2012a). This habitat occurs

in the Sierra Nevada and Southern California Mountain and Valleys ecoregion sections and includes scrub, grassland, woodland, and wetland habitats. The DRECP planning area boundary has historical and current occurrence records of bald eagles and golden eagles; eagle habitat modeling acreages are not yet available (Species Profiles 2012b; Species Profiles 2012c). Suitable foraging habitat for condors and eagles ranges throughout the DRECP. Eagle and condor breeding habitat is concentrated along the Highway 395 corridor and along the Tehachapi Mountain Range (DRECP 2012c; DRECP 2012d; DRECP 2012e). Eagle breeding habitat is also modeled south of Barstow, east of Victorville, along the Colorado River, and surrounding the Salton Sea (DRECP 2012c; DRECP 2012d). The Avian Avoidance Alternative would avoid the modeled breeding habitat.

Consistency with Purpose and Objectives. The Avian Avoidance Alternative partially meets the geographic context for alternatives but it includes locations avoided by the DFAs at the request of one or more of the REPG agencies. The alternative would potentially meet the assumed target for all alternatives (20,324 MW), but would reduce the renewable energy technologies that could be implemented by prohibiting wind energy development in defined areas. It would reduce the ability to site developments in the best resource areas. This alternative would not provide diversity in renewable energy generation types and transmission because it would limit the locations where wind energy projects could be sited. The alternative would partially comply with the biological and non-biological conservation guiding principles.

Rationale for Exclusion. The Avian Avoidance Alternative would not concentrate renewable energy development in the defined DFAs. It would avoid raptor breeding habitat but would potentially result in high biological resource conflicts for other special status species by concentrating development in other areas with different mixes of resources. The DRECP alternatives retained for analysis avoid portions of raptor breeding and foraging habitat according to the accepted biological conservation guiding principles. For example, the DFAs incorporated in the alternatives included in this document avoid the high concentration of golden eagle nesting habitat near Barstow and the Cady and Bristol Mountains, and portions of the Tehachapi Mountains within the Condor Study Area were identified as having a potential high conflict with development. The Condor Study Area includes 37,000 acres of very high-value California condor habitat and areas of historically frequent condor foraging and roosting activity within the Tejon Ranch Habitat Conservation Plan to ensure the condor's ongoing recovery.

2.10.2.9 Distributed Generation Alternative

Alternative Description. Governor Jerry Brown's Clean Energy Jobs Plan identifies a goal of installing 20,000 MW of new renewable capacity by 2020, including 12,000 MW of local electricity generation from small generation sources (i.e., distributed generation; Energy

Commission 2011a). Distributed generation has a number of benefits, including local electricity reliability, elimination of some new transmission lines, and compatibility with urban areas. The state has developed programs to spur the growth of distributed generation, including net energy metering, a feed-in tariff, the California Solar Initiative, and a renewable auction mechanism[5]. California has more than 3,700 MW of distributed generation already operational and an additional 4,200 MW under construction or authorized (California Office of Governor 2012).

There is no single accepted definition of renewable distributed generation or of a Distributed Generation Alternative. The 2011 Integrated Energy Policy Report published by the Energy Commission provides this definition: "For the purposes of the 12,000 MW of renewable distributed generation by 2020 goal, distributed generation is defined as: (1) fuels and technologies accepted as renewable for purposes of the Renewables Portfolio Standard (RPS); (2) sized up to 20 MW; and (3) located within the low-voltage distribution grid or supplying power directly to a consumer" (Energy Commission 2012b). For purposes of this document, the alternatives included would include distributed generation projects sized up to 20 MW.

Consistency with Purpose and Objectives. The Distributed Generation Alternative would meet the geographic context for alternatives because it would not include the locations avoided by the DFAs at the request of one or more of the REPG agencies. The alternative would only partially meet the assumed target for all alternatives (20,000 to 22,000 MW) and would not provide diversity in renewable energy generation and transmission. The alternative would comply with the biological and non-biological conservation guiding principles.

Rationale for Exclusion. As noted in the Office of the Governor Renewable Energy Context Material, distributed generation will play an important role in achieving the state's short- and long-term climate goals (California Office of Governor 2012). To underscore this point it should be noted that each alternative carried forward for consideration incorporated more than 1,700 MW of ground mounted utility distributed generation (1-20 MW). However, a Distributed Generation Alternative faces deployment challenges, including the following (California Office of Governor 2012):

- Unavailability of many California rooftops for solar energy due to building orientation, structural integrity, or other reasons
- The need for distribution system upgrades to integrate small scale power

[5] The renewable auction mechanism streamlines the procurement process for developers, utilities, and regulators. It allows bidders (i.e., renewable developers or investors) to set their own price, provides a simple standard contract for each utility, and allows all projects to be submitted to the CPUC through an expedited regulatory review process.

- An interconnection process historically designed for large, central power plants
- Difficulty for large rooftop projects to secure financing
- A patchwork of local permitting requirements

Based on electricity supply and demand forecast reports prepared by Energy Commission staff and the lack of financial incentives to develop numerous renewable distributed generation projects, distributed generation alone would not supply enough electricity to meet the state's mandated RPS program goals. Distributed Generation has been included as part of the energy mix in the alternatives retained for consideration.

Energy generation to meet the RPS program goals requires a mix of renewable sources. Various agency publications[6] identify the need to increase renewable generating capacity from distributed generation and utility-scale sources; both are essential to successfully meeting RPS program goals. Therefore, a Distributed Generation Alternative relying on that scenario alone was not carried forward for detailed analysis in this document.

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[6] See for example, 2011 Integrated Energy Policy Report, CEC-100-2011-001-CMF. Renewable Power in California: Status and Issues, CEC-150-2011-002, or California's Clean Energy Future: Implementation Plan, September 2010.

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Please note this comparative evaluation provides an illustrative view into the data, information and type of analyses that will be presented in the Draft DRECP and EIR/EIS. This document is not a substitute for or early version of the official Draft DRECP and EIR/EIS.

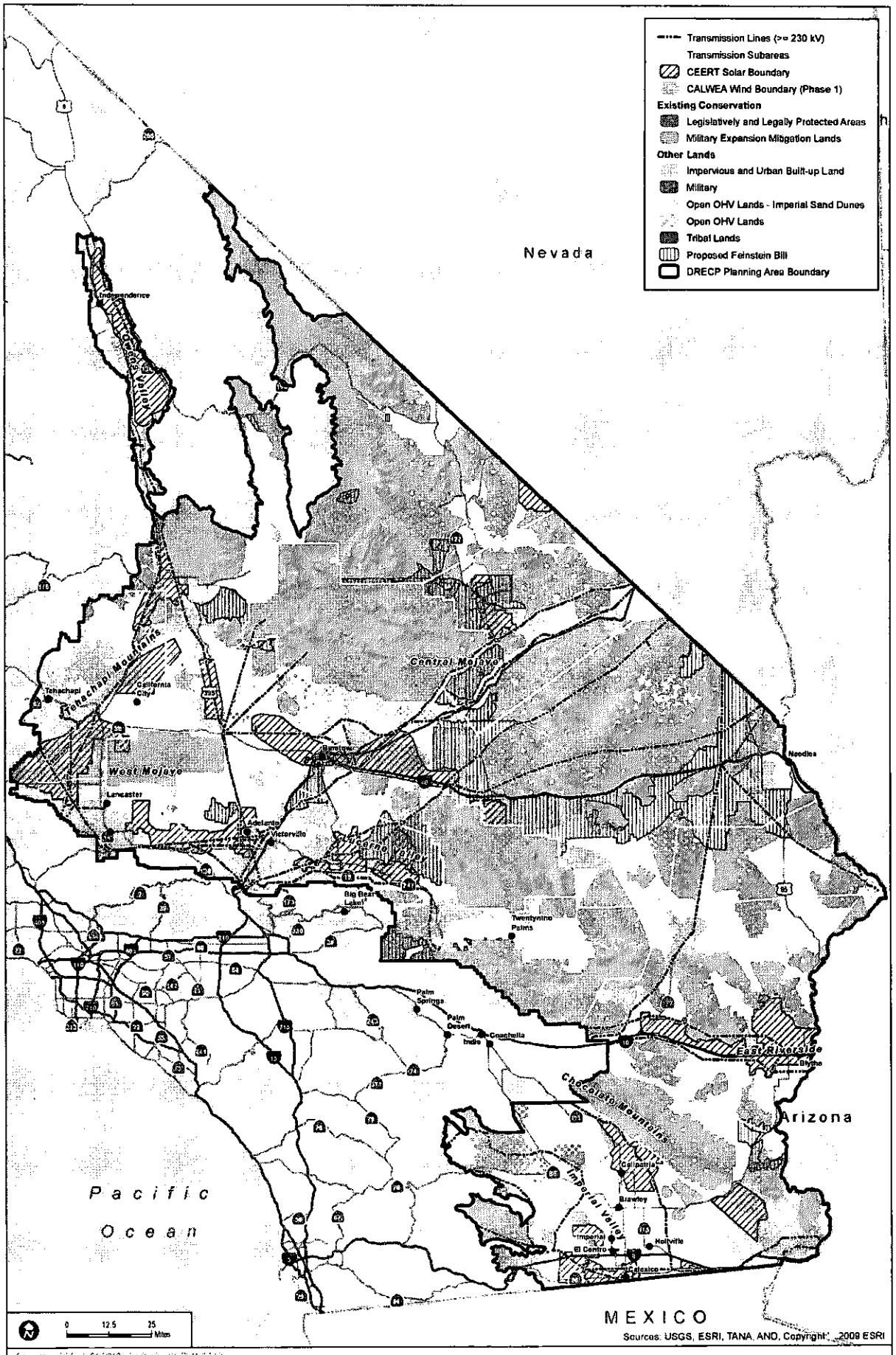

FIGURE 2.10-1

DRECP Plan Wide Energy Assumptions - Industry Proposals

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Please note this comparative evaluation provides an illustrative view into the data, information and type of analyses that will be presented in the Draft DRECP and EIR/EIS. This document is not a substitute for or early version of the official Draft DRECP and EIR/EIS.

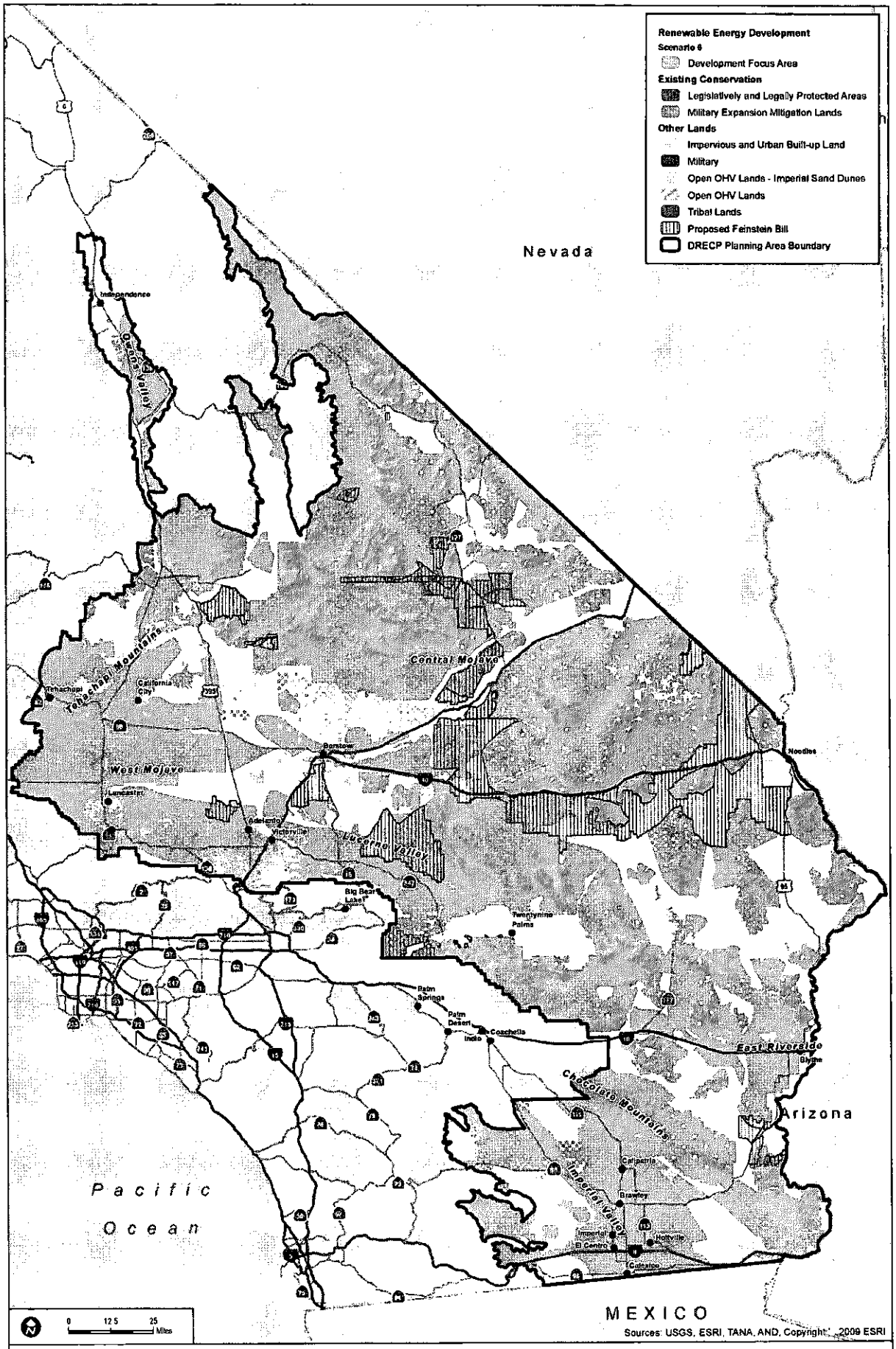

FIGURE 2.10-2
Scenario 6

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Please note this comparative evaluation provides an illustrative view into the data, information and type of analyses that will be presented in the Draft DRECP and EIR/EIS. This document is not a substitute for or early version of the official Draft DRECP and EIR/EIS.

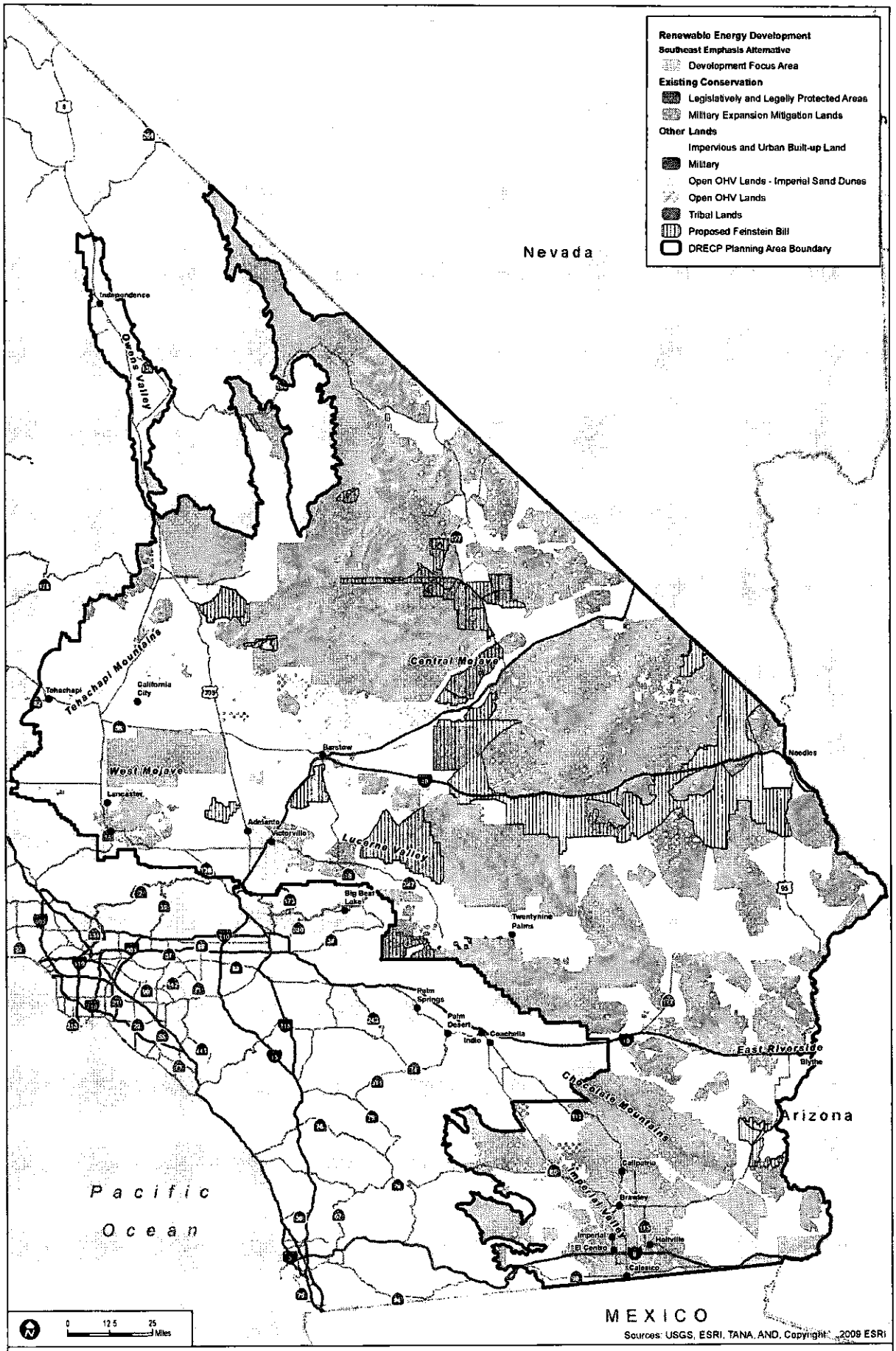

FIGURE 2.10-3

Southeast Emphasis Alternative

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COUNTY OF INYO

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Assistant Clerk of the Board

December 18, 2012

California Energy Commission
Dockets Office, MS-4
Re: Docket No. 12-GREP-1
1516 Ninth Street
Sacramento, CA 95814-5512

Re: Request for Comments – Renewable Energy Planning Grants (12-GREP-1)

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, thank you for inviting our input into development of the grant solicitation for renewable energy planning grants. As you may be aware, Inyo County developed a Renewable Energy Ordinance and Renewable Energy General Plan Amendment (REGPA), informed through our participation in the Renewable Energy Transmission Initiative. We strongly believe that appropriate renewable energy development is compatible with our environmental goals and can provide a benefit to local communities, and we look forward to continuing to work with the Energy Commission on the Desert Renewable Energy Conservation Plan and other planning initiatives in California and Nevada to meet State and national renewable energy goals.

Inyo County has a relatively small tax base, a large land base, and limited resources to allocate towards planning. Our County encompasses over 10,000 square miles, yet less than 200 square miles are privately held, and our population is only a little more than 18,000. We feel that this type of need should be taken into account in any grant solicitation.

As you may be aware, we were unable to implement our REGPA due to a lawsuit under the California Environmental Quality Act that we could not afford to litigate. Therefore, we suggest that the grant include as eligible planning tasks preparation of environmental documents, including environmental impact reports and related technical reports. We are considering applying for grant funds to complete work on our REGPA, and this support would be tremendously helpful.

Thank you again for continuing to include us in the Commission's renewable energy planning. We worked with many local, regional, State, and federal partners in development of our REGPA, and we plan to continue to do so if we proceed again. If you have any questions, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or at kcarunchio@inyocounty.us.

Sincerely,

Marty Fortney

Supervisor Marty Fortney, Chairperson
Inyo County Board of Supervisors

Attachment 3

BOARD OF SUPERVISORS
COUNTY OF INYO

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PATRICIA GUNSOLLEY
Assistant Clerk of the Board

May 1, 2012

California Energy Commission
Dockets Office, MS-4
Docket No. 09-RENEW EO-01
1516 Ninth Street
Sacramento, CA 95814-5512

Re: Preliminary Development Scenarios for the Desert Renewable Energy Conservation Plan
Docket No. 09-RENEW EO-01

Ladies and Gentlemen:

On behalf of the Inyo County Board of Supervisors, thank you for the continued opportunity to participate in development of the Desert Renewable Energy Conservation Plan (DRECP). Inyo County has a long history of providing renewable energy generation for California and the nation, and we are proud that our County possesses the resources necessary for future renewable energy production. The Inyo County Board of Supervisors has consistently expressed its support of appropriate renewable energy development, and we hope that Inyo County will be able to participate in DRECP implementation.

We have reviewed the preliminary development scenarios prepared by the DRECP for Inyo County, and are pleased that consideration is being given to a range of potential development here. As you may be aware, the County undertook and comprehensive planning effort to identify areas where renewable wind and solar energy development might be appropriate, based on site-specific studies, and the preliminary development scenarios identify areas similar to many of those that we considered. Noteworthy from our planning effort, we encourage the DRECP to consider potential aesthetic impacts east of Highway 395 north of Owens Lake. Also, although hydrological issues are present County-wide, we believe that they are especially acute in the vicinity of Death Valley junction.

As previously indicated, we have concerns about the DRECP's inconsistencies with the County General Plan and other County policies, including the potential loss of lands for biology-related mitigation; agricultural resources; impacts to public services, utilities, and infrastructure; demand for housing; impeded recreational access; and, the society, culture, and economy of the County. We are reassured that the DRECP is considering providing mitigation for renewable energy development on public lands, since less than two percent of our County remains in private ownership, and we look forward to this evolving discussion, including approaches to restore degraded public lands classified as Wilderness. However, we remain deeply concerned about the potential direct economic impacts from renewable energy development on County services, programs, and infrastructure. We hope that these issues can be resolved through our ongoing coordination, and encourage DRECP staff to maintain contact with County staff to work on addressing our concerns.

Thank you again for the continuing opportunity to participate in development of the DRECP. If you have any questions, please contact County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or by email at kcarunchio@inyocounty.us.

Sincerely,

Marty Fortney

Supervisor Marty Fortney, Chairperson
Inyo County Board of Supervisors

cc: Kevin Carunchio, CAO
Randy Keller, County Counsel
Joshua Hart, Planning Director
Governor Brown
Secretary Salazar, DOI
Bob Abbey, BLM
Dan Ashe, USFWS
Ren Lohefener, USFWS
Gerald Hillier, Quadstate
Regional Council of Rural Counties
California State Association of Counties
National Association of Counties
Senator Fuller
Assemblywoman Conway

BOARD OF SUPERVISORS
COUNTY OF INYO

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Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

August 16, 2011

California Energy Commission
Dockets Office, MS-4
Docket No. 09-RENEW EO-01
1516 Ninth Street
Sacramento, CA 95814-5512

Jim Bartel, Field Supervisor
Carlsbad Fish and Wildlife Office
U.S. Fish and Wildlife Service
6010 Hidden Valley Road, Suite 101
Carlsbad, CA 92011

Re: Notice of Intent and Notice of Preparation for Joint Environmental Impact Statement/ Environmental Impact Report for Desert Renewable Energy Conservation Plan Docket No. 09-RENEW EO-01

To Whom It May Concern,

On behalf of the Inyo County Board of Supervisors, thank you for the continued opportunity to participate in development of the Desert Renewable Energy Conservation Plan (DRECP). Inyo County has a long history of providing renewable energy generation for California and the nation, and we are proud that our County possesses the resources necessary for future renewable energy production. The Inyo County Board of Supervisors has consistently expressed its support of appropriate renewable energy development, and we hope that Inyo County will be able to participate in DRECP implementation.

Scope of the Environmental Impact Statement/Environmental Impact Report

We are encouraged that the Renewable Energy Action Team (REAT) agencies are engaging in a comprehensive process to streamline renewable energy permitting through the DRECP and the joint Environmental Impact Statement/Environmental Impact Report (EIS/EIR). While we support proper mitigation of potential environmental impacts resulting from renewable energy development, we are discouraged that the DRECP process is considering eliminating more private property in Inyo County, despite the County's previous input. We remind the REAT agencies that more than 98 percent of the County is in public ownership, and 65 percent is designated Wilderness. With this land ownership pattern, every acre or private land that is converted to public ownership is significant and adverse to the people of Inyo County. With this in mind, we offer the following comments on the scope of the EIS/EIR.

Land Use and Planning – the EIS/EIR should address land use and planning issues between the DRECP and the County's planning policies and land use procedures.[1] As previously requested, alternatives to further taking private lands for biology-related mitigation in our County should be considered, including enhancing existing public lands and considering calculating past Wilderness designations for biology-related mitigation. The analysis should include past, present, and reasonably foreseeable future land use actions that have impacted the County's private land base.

Infrastructure, Services, Housing – the EIS/EIR should evaluate potential impacts on public services, utilities, and housing. Potential impacts to public roads and the County's burden to repair and maintain those roads are of great

[1] Refer to http://inyoplanning.org/general_plan/index.htm regarding the County's General Plan.

concern. In our County, many of the service providers in the remote areas where renewable energy may be developed may not have the capacity to adequately provide law enforcement and emergency services. The boom-and-bust cycle of resource-driven development may also lead to increased demand for housing, which then may be abandoned after construction due to the relatively low long-term employment opportunities from renewable energy facilities.

Recreation – the potential impacts of renewable energy development to recreation should be evaluated. Renewable energy development and potentially biology-related mitigation has the potential to block access to recreation, and mitigation and alternatives to minimize these potential effects should be evaluated. In our County, these impacts should be considered in light of past and continuing efforts to reduce access for motorized recreation.

Socioeconomics – the fiduciary benefits of renewable energy development to local agencies should be compared to the costs of providing infrastructure and services for the development. The analysis should consider the boom-bust cycle of resource-driven development – especially renewable energy development that in most cases does not generate substantial long-term employment locally – as well as the opportunity costs of such development. While it is noble to encourage renewable energy development on private disturbed lands, these areas offer local agencies greater potential revenue generation in the long run through other development opportunities, and the socioeconomic effects of their development with renewable energy facilities and/or dedication to biology-related mitigation could be severe, especially in our County with its skewed land ownership pattern.

Coordination

Based on our preliminary review of the DRECP planning documents, it appears as if the Plan is inconsistent with the Inyo County General Plan, despite the County's previous input. We therefore request continuing and enhanced coordination with the BLM to address and resolve the inconsistencies between the DRECP and the Inyo County General Plan and approved policies. In accordance with 43 C.F.R. 1610.3-1(f), Inyo County hereby informs the BLM of the inconsistencies between Inyo County plans and policies and the DRECP. The County requests staff-to-staff meetings to address these inconsistencies and, ideally, to resolve them.

Thank you for including Inyo County in this important planning process. Please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or by email at kcarunchio@inyocounty.us to schedule coordination or if you have any questions.

Sincerely,

Susan Cash

Susan Cash
Chairperson, Inyo County Board of Supervisors

cc: Kevin Carunchio, CAO
Randy Keller, County Counsel
Joshua Hart, Planning Director
DRECP Stakeholders
Governor Brown
Secretary Salazar, DOI
Bob Abbey, BLM
Dan Ashe, USFWS
Ren Lohefener, USFWS
Gerald Hillier, Quadstate
Regional Council of Rural Counties
California State Association of Counties
National Association of Counties

Planning Department
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May 27, 2011

California Energy Commission
Dockets Office, MS-4
Docket No. 09-RENEW EO-01
1516 Ninth Street
Sacramento, CA 95814-5512

Re: Desert Renewable Energy Conservation Plan - Draft Framework Conservation Strategy Report
Renewable Energy Executive Order (Docket No. 09-RENEW EO-01)

To Whom It May Concern:

Thank you for continuing to include Inyo County in development of the Desert Renewable Energy Conservation Plan (DRECP). I am encouraged that local governments are still being consulted in the decision-making process for this Plan. However, I am deeply concerned that conservation areas continue to be planned in Inyo County, despite the County's previous input regarding this issue, both in writing (attached), as well as during dialogue between Energy Commission representatives and the Inyo County Board of Supervisors on January 25, 2011. As has been conveyed to the Commission repeatedly in the past, less than two percent of the County remains in private ownership, and approximately 65 percent of the County has been designated Wilderness.

I am particularly concerned about the Draft Conservation Strategy that has been developed that appears to ignore the County's previous input. For example, Objective 3-11.1.1 regarding Mohave ground squirrel on page IV-13 of the Draft Conservation Strategy states that it is an objective to "site facilities outside of the four core areas identified by Leitner (2008) to the extent feasible and practicable, including the Coso Range-Olancha Core Area...". Some of the few remaining areas held in private ownership in Inyo County lie within the identified Coso Range-Olancha Core Area, as well as some of the most suitable areas for renewable energy development[1].

I am also concerned about Objective 3-11.2.1 on page IV-14 of the Draft Conservation Strategy, which states "acquire __ acres of modeled suitable habitat for Mohave ground squirrel through

[1] Refer to http://inyoplanning.org/RenewableNewPage.htm regarding the County's renewable energy planning efforts.

fee title of unprotected areas identified in the DRECP conservation strategy as high priority to contribute to the establishment of permanent core reserves or linkage areas for the species." I would anticipate much opposition locally to establishing more preservation areas than have already been designated, particularly any that would eliminate more private lands.

I encourage the DRECP team to consider Inyo County's input in this planning process. Please call me at (760) 878-0263 or email me at jhart@inyocounty.us if you have any questions.

Sincerely,

Joshua Hart, AICP
Planning Department Director

Attachment

cc: Board of Supervisors; CAO; County Counsel; Governor Brown; DOI; BLM; USFWS; CDFG; CSAC; RCRC; NACO; file

Planning Department
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Independence, California 93526

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FAX: (760) 878-0382
E-Mail: inyoplanning@inyocounty.us

March 31, 2010

Robert R. Copper, Director
California Desert Renewable Energy Conservation Plan
1416 Ninth Street, Suite 1311
Sacramento, CA 95814

Re: Desert Renewable Energy Conservation Plan
Conservation Area Starting Points

Dear Mr. Copper:

Thank you for your efforts to facilitate the Desert Renewable Energy Conservation Plan (DRECP) and convening the Stakeholder Committee. I am encouraged that the State is actively including local governments in its decision-making process for this Plan.

Despite these positive developments, I am deeply concerned about the proposed DRECP conservation area starting points in southeast Inyo County. The draft proposal designates areas in the Owens Valley, the Rose Valley, the Panamint Valley, and the Searles Valley as starting points to define conservation areas for the DRECP.

These starting points encompass private lands in the following Inyo County communities: Olancha, Cartago, Valley Wells, Homewood Canyon, Hawiee, Dunmovin, Coso Junction, Little Lake, and Pearsonville. If you are not aware, less than two percent of the County's land area is privately owned and almost 65 percent has been designated Wilderness.

Any further restrictions on private land, reduced access to public lands, or taking of private land for public purposes are not only unjust, but contrary to the Inyo County General Plan. Furthermore, the proposed starting points encompass lands being actively studied for renewable energy development, including proposed wind energy development in the Rose Valley and near Pearsonville, and geothermal resources being studied by the Bureau of Land Management in its Environmental Impact Statement for the Proposed Leasing of Geothermal Resource Development in the Haiwee Geothermal Leasing Area.

The proposed starting points should be revised to only include public lands not being studied for renewable energy development, especially in Inyo County. Any further restrictions to access to public lands will be vigorously opposed locally. Also, the County's proposed renewable energy zones (see attached), which have been shared with numerous participating agencies multiple times, should be considered in the DRECP.

Thank you for attention to these matters. Please call me at (760) 878-0263 or email me at mconklin@inyocounty.us if you have any questions.

Sincerely,

Mike Conklin
Planning Department Director

Attachment

cc: Board of Supervisors; CAO; County Counsel; Doug Wilson, Willdan; Governor Schwarzenegger; DOI; BLM; USFWS; CDFG; CSAC; RCRC; NACO; file

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March 31, 2010

Robert R. Copper, Director
California Desert Renewable Energy Conservation Plan
1416 Ninth Street, Suite 1311
Sacramento, CA 95814

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Thank you for attention to these matters. Please call me at (760) 878-0263 or email me at mconklin@inyocounty.us if you have any questions.

Sincerely,

Mike Conklin
Planning Department Director

Attachment

cc: Board of Supervisors; CAO; County Counsel; Doug Wilson, Willdan; Governor Schwarzenegger; DOI; BLM; USFWS; CDFG; CSAC; RCRC; NACO; file

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November 16, 2009

California Energy Commission
Dockets Unit, MS-4
Re: Docket No. 09-Renew EO-01
1516 Ninth Street
Sacramento, CA 95814-5512

Re: Draft Planning Agreement for the Desert Renewable Energy Conservation Plan Docket No. 09-Renew EO-01

To Whom It May Concern:

The attachment to this letter provides the Inyo County Planning Department's comments regarding the draft Planning Agreement for the Desert Renewable Energy Conservation Plan (DRECP). As has previously been conveyed to the Commission, the Inyo County Board of Supervisors has expressed its hope and expectation that the Commission will coordinate with the County to craft a thoughtful and useful DRECP to effectively expedite renewable energy projects while at the same time minimizing impacts to the physical and socioeconomic environment and local land use policies in the County. Unfortunately, the draft Planning Agreement appears to marginalize local participation, as demonstrated in the attached comments.

The Commission has not responded to the County's previous requests to provide review and input into the DRECP prior to public review. Since the County was not afforded any input into the draft Planning Agreement prior to its release, I can only assume that the Commission has elected to dismiss our request for the time being. Nevertheless, I wish to take this opportunity to remind the Commission that local governments should be integrally included in the DRECP, since they represent areas that will be most affected by renewable energy development. I continue to hope that the Commission will involve Inyo County and other local agencies to a greater extent in this and other planning processes in the future.

Thank you for your attention to these matters. Please call me at (760) 878-0263 or email me at mconklin@inyocounty.us if you have any questions.

Sincerely,

Mike Conklin
Planning Department Director

cc: Board of Supervisors; Kevin Carunchio, CAO; County Counsel; Doug Wilson, Willdan; Jim Abbott, Bureau of Land Management; Ren Lohefener, U.S. Fish and Wildlife Service; Kevin Hunting, California Department of Fish and Game; Terrence O'Brien, California Energy Commission (CEC); Roger Johnson, CEC; Paul Richins, CEC; Mignon Marks, CEC; Andy Horne, California State Association of Counties, Member of RETI Stakeholder Steering Committee; Joe Bertotti, Regional Council of Rural Counties, Member of RETI Stakeholder Steering Committee; file

Attachments

Attachment – Specific Comments from Inyo County Planning Department Regarding the Draft Planning Agreement for the Desert Renewable Energy Conservation Plan

Section 2.1 – 2.3 (pages 5 and 6) – local participation, collaboration, and coordination should be an integral component of the Agreement, and should be called out specifically in the Purposes and Goals.

Section 2.3 (page 7) – a goal should be inserted to utilize information from the Western Mojave Plan to the greatest extent possible to expedite the DRECP.

Section 2.4.4 (page 10) – although the Commission has authority to license thermal power plants of 50 MW or more, the Commission should involve local agencies to the greatest extent possible in its permitting review for such plants. If the Commission's licensing authority is expanded to include other renewable energy facilities, it should likewise involve local agencies in its review procedures to the greatest extent feasible. Local agencies represent the communities that will be most impacted by renewable energy development, and if the Commission proactively works with local agencies to address any issues upfront, it will greatly expedite the permitting process.

Section 2.5.1 (page 10) – as the Bureau of Land Management is a party to the Plan, coordination pursuant to FLPMA should commence as soon as possible.

Section 2.5.2 and 2.5.3 (page 11) – references to local participation and coordination should be enhanced in these sections. Collaboration and coordination between the Parties and local government should be an active component of the planning process.

Section 2.7 (pages 11 and 12) – a joint CEQA/NEPA process should be considered to expedite permitting.

Section 5 (pages 13-15) – coordination and collaboration with local agencies should be added to the actions each Party will undertake in each subsection.

Section 8 (page 17) – coordination and collaboration with local agencies should be added to the Process.

Section 8.5 (page 19) – Inyo County and other interested local agencies should be members of the Executive Steering Committee.

Section 8.7.2 (page 20) – active collaboration and coordination with local agencies should be more vigorously pursued, rather than merely passive outreach.

Section 8.11 (page 23) – collaboration and coordination with local agencies should be included as a specific bullet point.

Exhibit A (page 28) – the DRECP boundary should include the entire County, as renewable energy resources are located throughout the County. The County's proposed competitive

renewable energy zones (CREZ) should be included in the exhibit as well. The attached graphic illustrates the County's proposed CREZ.

Exhibit C (page 31) – drilling of exploratory wells and related activities (i.e., pipes, access roads, etc.) should be added to the covered activities for geothermal projects.

Exhibit C (page 32) – cleaning of photovoltaic solar panels should be included in the operations and maintenance actions.

BOARD OF SUPERVISORS
COUNTY OF INYO

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Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

October 20, 2009

California Energy Commission
Attn.: Terrence O'Brien, Deputy Director
Siting Division, Transmission and Environmental Protection
1516 Ninth Street, MS-16
Sacramento, CA 95814-5512

RE: Desert Renewable Energy Conservation Plan

Dear Mr. O'Brien:

On behalf of the Inyo County Board of Supervisors, I wish to convey the County's appreciation for the Commission's staff taking the time to meet with Supervisors Cervantes and Fortney, other County staff, and representatives of Kern County on August 24 in Ridgecrest to discuss the Renewable Energy Transmission Initiative (RETI) and the Desert Renewable Energy Conservation Plan (DRECP). The meeting was very informative and is a step in the right direction to involve local government in the State's decision-making process regarding renewable energy.

The Inyo County Board of Supervisors would like to take this opportunity to reiterate the County's desire to be included in all review and decision-making processes relating to the Commission's renewable energy initiatives, including the RETI and the DRECP. The Board recognizes the importance of renewable energy to the future of California and the nation, and supports the Energy Commission's efforts to more rapidly and effectively move toward renewable energy resources.

With this in mind, Inyo County submits the following comments and requests regarding the DRECP:

- Local governments should be integrally included in the DRECP, since they represent areas that will be most affected by renewable energy development. As was conveyed in the August 24 meeting, our concern about including local governments in the decision-making processes regarding renewable energy is shared by other local governments in the State. Our Board hopes and expects that the Energy Commission will coordinate with Inyo County to craft a thoughtful and useful DRECP to effectively expedite renewable energy projects while at the same time minimizing

impacts to the physical and socioeconomic environment and local land use policies in the County. Accordingly, we request that the Commission provide County representatives an opportunity for review and input into the preparation of the Plan prior to any release for public review. Additionally, we understand that several committees are being formed to guide decision-making for this process, and Inyo County should be included on the committees.

- Proposed wilderness areas, citizen wilderness areas, and other land use restrictions not enacted or defined by statute illustrated in the RETI maps must not be carried forward into the DRECP. To allow areas outside of officially designated wilderness to be referred to as such, and thereby limiting proposed applicant/project consideration in our County, misrepresents the current status of such areas as it exists within Inyo County under the law. Attached is a graphic accurately portraying existing wilderness areas in Inyo County.

- The attached graphic also illustrates potential areas for Competitive Renewable Energy Zones in the County. Please note that these are not exhaustive, and that many other locations throughout the County may be appropriate for renewable energy development. The DRECP should be crafted to facilitate renewable energy development as widely as possible, including in the areas illustrated in the map.

Per Commission staff's request on August 24, County staff will transmit lists of local stakeholders and renewable energy projects being considered in Inyo County. Please note that the County is considering a variety of alternative approaches to more effectively entitle renewable energy projects within its jurisdiction; the Commission will be apprised of any specific proposals being carried forward for consideration. If the Commission requires any additional information from the County regarding the RETI or the DRECP, County Planning Department staff may be able be able to assist and can be contacted at (760) 878-0263.

Inyo County values the many environmental resources that combine to make it such a unique place, while also valuing the abundant natural resources of the County, such as solar and geothermal. Such resources allow the County to play an important part in moving California toward renewables and greater energy self-sufficiency and, as a result, we look forward to being included as an active participant in the DRECP process.

Sincerely,

Beverly A. Brown

Supervisor Beverly A. Brown, Chairperson
Inyo County Board of Supervisors

Attachment

cc: Board of Supervisors
Kevin Carunchio, County CAO
Randy Keller, County Counsel
Doug Wilson, Willdan Associates
Roger Johnson, California Energy Commission
Mignon Marks, California Energy Commission
Andy Horne, California State Association of Counties, Member of RETI Stakeholder Steering Committee
Joe Bertotti, Regional Council of Rural Counties, Member of RETI Stakeholder Steering Committee
Jon McQuiston, Kern County Supervisor, Chairperson, First District
Don Maben, Kern County Supervisor, Second District
Craig Peterson, Chief of Staff, Kern County, First District
Lorelei Oviatt, Chief, Special Projects and Land Division, Kern County
California Department of Fish and Game
Bureau of Land Management

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July 1, 2009

California Energy Commission
Dockets Office, MS-4
RE: Docket No. 09-Renew EO-01
1516 Ninth Street
Sacramento, CA 95814-5512

RE: Comments on DRECP

California Energy Commission:

Inyo County appreciates this opportunity to comment on the Desert Renewable Energy Conservation Plan and supports the California Energy Commission's efforts to more rapidly and effectively move California toward renewable energy resources.

With the above in mind, Inyo County would like to submit the following comments on the DRECP:

- Inyo County respectfully requests membership on the appropriate steering or stakeholder committee in order that we may more effectively participate in county government and land use planning issues relating to the DRECP.
- Inyo County respectfully requests access to the GIS data files of the zones identified on the DRECP maps, for use in County GIS mapping.
- Inyo County maintains that the Category 1 Lands identified under the RETI process for our county are over-inclusive: the Category 1 Lands identified on the environmental map identified as the "Boxer Bill Map" include lands that are at this time only proposed as wilderness areas. Inyo County would request that Category 1 Lands be limited to only those lands on which development is currently statutorily prohibited. We would request that DRECP maps reflect this concept.

Inyo County values the many environmental resources that combine to make the County such a unique place, while also valuing the abundant natural resources such as solar and geothermal that allow it to play an important part in moving California toward

renewables and greater energy self-sufficiency. The County looks forward to being included as an active participant in the DRECP process.

Respectfully,

Mike Conklin
Director, Inyo County Planning Department

Cc: Board of Supervisors
Kevin Carunchio, County CAO
Randy Keller, Assistant County Counsel
Doug Wilson, Willdan Associates

For Clerk's Use Only:
AGENDA NUMBER

17

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time ☐ Closed Session ☐ Informational

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: January 22, 2013

SUBJECT: APPROVAL OF CONTRACT BETWEEN THE COUNTY OF INYO AND SIERRA NEVADA CONSERVANCY TO COMPLETE FINAL DRAFT LOWER OWENS RIVER RECREATION USE PLAN.

DEPARTMENTAL RECOMMENDATION: The Water Department recommends that the Board approve the contract between the County of Inyo and Sierra Nevada Conservancy (SNC) for services related to completing the Lower Owens River Recreation Use Plan (LORP RUP), from January 22, 2013 to March 31, 2013; authorize the Chief Administrative Officer to sign, contingent on the appropriate signatures being obtained.

SUMMARY DISCUSSION: Previously, the County of Inyo agreed on a contract amendment extending the term of the existing contract with Sierra Nevada Conservancy (SNC) for services related to completing the Lower Owens River Recreation Use Plan (LORP RUP), from December 31, 2012 to March 31, 2013. Prior to your Boards approval, the Sierra Nevada Conservancy requested a new contract instead of the contract amendment.

Developing a LORP RUP will provide a mechanism to comprehensively identify resource-appropriate recreational opportunities and evaluate these in relation to: environmental and habitat objectives of the LORP, maintenance of warm water fishery, LADWP operations, cultural resources, ranching and other agricultural activities. The LORP RUP will address community concerns that cultural resources and working landscapes be protected; and that the feasibility, cost of implementation and maintenance of new programs, facilities, and uses, be known.
The LORP Monitoring and Adaptive Management Plan (Section 3.21) addresses both the opportunities and challenges of new recreational uses in the LORP area:

> *It is anticipated that the LORP area will be a high-use recreation area that will appeal to recreationists who enjoy bird watching, wildlife viewing, hunting and fishing or many other outdoor activities in a natural and unique ecosystem (LORP MAMRP, 3-75). Increases in visitor use are expected each year for the first 10-15 years of the project. It is expected that impacts from visitations will increase, as well. Impacts include road deterioration, waste and litter accumulation, facility and ecological vandalism, fire, unauthorized road use, artifact gathering, vegetation trampling and soil disturbance.*

On June 12, 2012, the Inyo County Board of Supervisors authorized a $38,000 contract with the SNC to "finalize and draft a preferred Recreation Use Plan as described in the Lower Owens River Project (LORP) that can be presented for the approval process of Inyo County and LA Department of Water and Power (LADWP)". The amount of the SNC contract is not to exceed $38,000, and the term of the agreement is June 11, 2012 through December 31, 2012, with project deliverables due November 30, 2012. The contract that you are being asked to authorize allows the County additional time to complete this phase of LORP RUP development.
Delays in the project were the result of scheduling conflicts within LADWP, as well as lack of LADWP input at critical junctures. The Development of the plan requires LADWP's cooperation and assistance. LADWP

has now provided all the support needed to finalize the draft plan. They have one more task, and that is to approve allowing the County to proceed to a project design and CEQA review phase.

To complete the scope of work, the County is responsible for providing information requested by the LORP RUP consultant; for presenting the final draft plan to your Board and LADWP leadership for consideration, and to gain your and LADWP's approval for moving the draft to a project design and environmental review phase; and to present the plan to the public. This work must be completed by March 31, 2013.

The SNC Scope of Work (SOW) follows that which was anticipated by the County and RUP consultant as being necessary to complete the LORP RUP:

Step 1: In house charrette (completed).
Step 2: Analyze the Draft Preferred Plan (completed).
Step 3: Improve/ adjust the Draft Preferred Plan (in progress).

Step 4: Present the adjusted Draft Plan (planned).
MIG will come to Inyo County to present the Draft Plan to the community, management team, Standing Committee, and LADWP. We anticipate an interactive format similar to the one used in May 2011 that generated public input on the initial concept.

Step 5: Phone conference with DWP and County for staff level approval (completed).

Step 6: Prepare final plan (in progress).
This will include a final adjusted map, cost estimates, images, and supporting materials.

Step 7: Present final plan for approval (planned).
The final plan will be presented to the relevant authorities for final approval in Inyo County. As an optional additional item, we would also present a final plan to LADWP in Los Angeles.

Deliverables:
In-House Design charrette
Use projections (by County or MIG depending on funding availability)
Draft, adjusted preferred plan and map
Public presentation(s) of preferred plan and map to community and decision makers
Final plan adjusted to account for community & agency feedback
Planning level implementation cost estimates
Preliminary environmental analysis incorporating plan review by Ecosystem Sciences, BLM, and CALTRANS that can feed into CEQA.
Final presentation(s) to decision makers & community

All deliverables have been completed except the final presentation(s).

The County's current contract with SNC expired December 31, 2012, with work to have been completed by November 30, 2012; however, SNC has offered a new contract to end on March 31, 2013 to allow additional time required to present the LORP RUP to your Board, LADWP management, and the public.

ALTERNATIVES:

1. Not execute a contract with SNC. The County has submitted reimbursement for services performed under the contract up to November 30, 2012. Not approving the contract and not completing the Scope of Work may result in an incomplete RUP.

OTHER AGENCY INVOLVEMENT: Los Angeles Department of Water and Power.

FINANCING: The $38,000 SNC contract has been budgeted in the CAO Economic Development Budget O10202, Professional Services – 5265.

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 12.31.12
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 1/4/13
PERSONNEL DIRECTOR: **N/A**	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Robert Hamington Date: 1/7/2013
(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
18

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF January 22, 2013

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

For Clerk's Use Only:
AGENDA NUMBER

19

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ 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: January 22, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meeting of January 8, 2013.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

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 (M*ust 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
25-26-27
28-29-30
31-32-33
34-35

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for X Closed Session ☐ Informational

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: JANUARY 22, 2013

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)] *PROMINENT SYSTEMS, INC., a California Corporation, v. EASTERN SIERRA ENGINEERING, P.C., a Nevada Corporation; COUNTY OF INYO, a political subdivision of the State of California,* Superior Court of the State of California for the County of Los Angeles BC498144

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)]. – *RDO Construction Equipment Co. dba B & B Equipment Rental By RDO Equipment Co. v. Prominent Systems, Inc., County of Inyo, et al.*- Superior Court of the State of California for the County of Riverside, Western Division RIC1202660

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)] - *Center for Biological Diversity, a non-profit public interest corporation; Public Employees for Environmental Responsibility, a national non-profit alliance of local, state, and federal resource professions, v. Inyo County and Inyo County Board of Supervisors,* Inyo County Superior Court Case No. SICVPT 12-53821

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(c)]. - Decision Whether to Initiate Litigation (one case).

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)] - *Jesse Edwin Jason v. County of Inyo,* Unfair Practice Charge No. SA-CE-814-M

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.

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.

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.

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.

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.

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.

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 1-16-13

DEPARTMENT HEAD SIGNATURE: Date: 1-16-13
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)