

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.

March 12, 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)
3. **INTRODUCTION** – Ms. Ana Cummings, Office Assistant in the County Counsel's Office will be introduced to the Board.

9:30 a.m. 4. HIGH SIERRA EVENTS – Request Board receive a presentation on the mammoth 2 bishop Fun Bike Ride and authorize the closure of Millpond Recreation Area June 15, 2013 for the event.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

5. **Natural Resources** - Request your Board authorize an additional \$10,000 in consulting services from MuniServices, LLC., for an amount not to exceed \$20,000, to prepare written and oral testimony for the County, and authorize the County Administrator to sign the written estimate.
6. **Advertising County Resources** - Request Board authorize final payment for the completed Community Project Sponsorship Grant Projects as follows: \$3,500 to the Southern Inyo Community Foundation for the 2012 Lone Pine Film Festival; and \$464.94 to the Bishop Museum and Historical Society – Laws Museum for the 2012 Good Ole Days event. Both are 2012-13 Community Project Sponsorship Grant projects funded from the 2012-2013 Advertising County Resources Budget Unit 011400.
7. **Integrated Waste Management** – Request Board appoint Mr. Scott Eagan as the Alternate Delegate/Technical Liaison to the Regional Council of Rural counties – Environmental Services Joint Powers Authority (RCRC-ESJPA) and authorize the County Administrator to sign the letter notifying the RCRC-ESJPA of the appointment.

HEALTH AND HUMAN SERVICES

8. Request approval of Memorandum of Understanding (MOU) between the County of Inyo and the American Red Cross Los Angeles Region for the purpose of defining a framework for cooperation between the two organization in providing trained personnel to Red Cross shelter during the even of a catastrophic disaster in the area, for the period of March 12, 2013 to June 30, 2015, and authorize the Chairperson to sign.

PUBLIC WORKS

9. Request approval of the Lease Agreement between the County of Inyo and Timothy and Allison Fillmore for the rental of property described as 568A West Line Street, Bishop, California, for an initial two year period, beginning April 1, 2013 through March 31, 2015, at the rate of \$1,400 per month with three one year extension options with a maximum allowed annual increase of 2% for each of the options exercised by the County, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
10. Request Board accept the offer of dedication of a variable right-of-way of South Barlow Lane and request Board approval of Parcel Map No. 402.
11. Request Board approval of the County's participation in the Federal Highway Administration's (FHWA's) Federal Lands Access Program (FLAP) Rock Creek Road Improvement Project and authorize the acting Public Works Director to sign the Project Agreement dated June 4, 2012 and the amendment to the Project Agreement dated February 5, 2013 that recognizes the funding changes associated with the new Moving Ahead for Progress in the 21st Century (Map-21) Act.

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

12. **BOARD OF SUPERVISORS – Supervisor Matt Kingsley** – Request approval of a letter supporting the Lone Pine Indian Reservation's Community Development Black Grant Application (ICDBG) for funds to improve the water system on the Reservation; and authorize the Chairperson to sign.
13. **COUNTY ADMINISTRATOR – PUBLIC WORKS – COUNTY COUNSEL – TREASURER-TAX COLLECTOR – AUDITOR-CONTROLLER** - Request your Board consider proceeding with the financing and installation of the photovoltaic electric system project proposed for the County's Independence campus, including: A) reviewing and approving the revised cash flow analysis evaluating the cost of the re-sized photovoltaic system related to the terms of the California Energy Commission (CEC) loan, anticipated energy cost-savings associated with the project, and the availability of rebates from the Los Angeles Department of Water & Power (LADWP); B) approving an amendment to the Solar Purchase and Installation Agreement reflecting the refined and downsized photovoltaic system design, and assurances that Solar City will complete the project in time for the LADWP rebate to be fully disbursed by the deadline; C) authorizing the County Administrator to proceed with signing loan documents with the California Energy Commission for a \$992,054 15-year loan, at one percent (1%) annual interest; d) amending the FY 2012-2013 Deferred Maintenance Budget Unit 011501 as follows: increase estimated revenue in Loan Proceeds (Revenue Object Code #4990) by \$992,054 and DWP Contribution (Revenue Object Code #4563) by \$889,919 and increase appropriations in Construction in Progress (Object Code #5700) by \$1,881,973 (4/5's vote required); and E) authorizing the use of a treasury loan or loan from reserves, to be approved at a future Board meeting, if determined to be necessary to bridge expenses the County incurs in installing the photovoltaic system until the County receives its CEC loan proceeds and rebates from the Los Angeles Department of Water and Power Solar Incentive Program.
14. **COUNTY ADMINISTRATOR - COUNTY COUNSEL** – Request your Board approve Amendment #2 to Inyo County contract with Gregory L. James, for the provision of Water/Environmental Attorney Services for the County of Inyo, increasing the contract amount by \$40,000, for a total contract amount not to exceed \$99,450, and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.(4/5's vote required)
15. **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.

16. **HEALTH AND HUMAN SERVICES – First 5 Commission** – Request Board A) amend the FY 2012-2013 First Five Commission Budget Unit 653000 by increasing appropriations in Other Agency Contributions (Object Code #5539) by \$10,000 and decrease appropriations in Professional Services (Object Code #5265) by \$10,000; and B) authorize payment in the amount of \$10,000 to the Inyo County Library for the purchase of parenting and early childhood development resources; and C) approve the use of unanticipated revenue and amend the FY 2012-2013 County Library Budget Unit 066700 by increasing estimated revenue in Donations (Revenue Object Code #4951) by \$10,000 and increase appropriations in Library Books and Subscriptions (Object Code #5325) by \$10,000. (*4/5's vote required*)
17. **PUBLIC WORKS** – Request Board A) change the authorized strength within the Public Works/Road Department by deleting one full-time Fiscal Supervisor, Range 67(\$3,852-\$4,676) and adding one full-time Management Analyst or Senior Management Analyst, depending upon qualifications; and B) find that consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for the position of Management Analyst or Senior Management Analyst exists as certified by the Public Works Director/Road Commissioner and concurred with by the County Administrator and Auditor-Controller; (b) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and (c) approve the hiring of one Management Analyst, Range 74 (\$4,547-\$5,526) or Senior Management Analyst Range 76 (\$4,768 - \$5,796) depending on qualified applicants.
18. **PUBLIC WORKS** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position comes from the Public Works Budget, as certified by the Interim Public Works Director, and concurred with by the County Administrator and the Auditor-Controller; B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Engineering Assistant I at Range 71 (\$4,234 - \$5,147).
19. **PUBLIC WORKS** – Request approval of a resolution titled “A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application.”
20. **PUBLIC WORKS** - Request Board ratify the Lease Agreement between the County of Inyo and Jerry M. and Deborah Ann Core, Trustees for the Core Trust dated October 5, 1993 and Mary J. Core, Successor Trustee of the Core Trust dated September 20, 1990 for the rental of property described as 230 West Line Street, Bishop, California, for an initial two year period, beginning March 1, 2013 through February 28, 2015, at the rate of \$3,000 per month with three one year extension options with a maximum allowed annual increase of 2% for each of the options exercised by the County, contingent upon the Board’s adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
21. **ROAD DEPARTMENT** - Request Board A) change the authorized strength by deleting one full-time equipment Operator I, position at Range 58 (\$3,119 - \$3,795) and adding one full-time Heavy Equipment Mechanic Series I through II, at Ranges 58 through 60 (\$3,119 - \$3,973 plus 2.5% tool allowance); and B) find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Heavy Equipment Mechanic position exists, as certified by the Interim Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) and where if the County was facing layoffs, the Registered or Public Health Nurse position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one full-time Heavy Equipment Operator I at Range 58 or II at Range 60, and authorize to hire at the E stop depending on qualifications.
22. **WATER DEPARTMENT** – Request approval of a resolution titled “A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing Inyo County to Act as Grantee for Proposition 84 Round Two Implementation Funding for Grant Funds From the State of California Department of Water Resources and Authorizing the Director of the Inyo County Water Department to Act as Project Director”.
23. **CLERK OF THE BOARD** – Request approval of the minutes of the February 12, 2013, February 19, 2013, and February 26, 2013.

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

- 11:00 a.m. 24. **COUNTY ADMINISTRATOR** – Request Board A) conduct a **public hearing** on a proposed ordinance titled “An Ordinance Of The Board Of Supervisors Of The County Of Inyo, State Of California, Repealing Inyo County Ordinance 100, And Granting To Southern California Edison Company, A California Corporation, Its Successors And Assigns, The Right, Privilege And A Franchise To Use And To Construct Poles, Wires, Conduits, And Appurtenances, Including Communication Conduits Necessary Or Proper Therefor, In, Along, Across, Upon, Over, And Under The Public Streets, Ways, Alleys, And Places, As They May Now Or Hereafter Exist, Within The County Of Inyo, For The Purpose Of Transmitting And Distributing Electricity For All Purposes As Authorized Under This Franchise;” and B) waive the first reading of the ordinance and schedule the enactment for 11:00 a.m., Tuesday, March 19, 2013 in the Board of Supervisors Room, at the County Administrative Center, in Independence.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

25. **PUBLIC COMMENT**

CLOSED SESSION

26. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)]** - Application for Certification for the HIDDEN HILLS SOLAR ELECTRIC GENERATING SYSTEM - Before the Energy Resources Conservation and Development Commission of the State of California Docket No. 11-AFC-02 (Bright Source)
27. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)]** - Crystal Allen, an individual v. County of Inyo, a governmental entity; and DOES 1-50, Inyo County Superior Court Case No. SICVCV13-54820
28. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)]**. City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al. Inyo County Superior Court Case No. 12908; Blackrock 94 Dispute Resolution
29. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(d)(2)]**. – Significant Exposure to Potential Litigation (one case).
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

To the Board of Supervisors of Inyo County, High Sierra Events is writing this request to close Millpond Recreation Area for one day only on June 15th, 2013. HSE will be hosting a Mammoth 2 Bishop Fun Bike Ride with Altitude and a Finish Line Music Festival. High Sierra Events (HSE) wants to create a fun bike ride from Mammoth Lakes to Bishop with a Finish Line Festival at the end of the ride. All levels of riders can be part of and enjoy the ride. The course will be approximately 45 miles long, so it will be challenging as well. The riders will be able to enjoy the fresh mountain air and the beautiful scenic area surrounding the ride, from the mountain peaks to the country roads to Crowley Lake. Riders can take it seriously or just have fun. There will be many different awards given out, such as first, second and third place, Last place, best costume, best bike design, fastest tandem team, bike with best sound system and more. At the end of the ride, there will be a Finish Line Festival, which will consist of entertainment (music, food and drinks) with an awards ceremony. There will be many kinds of concessions available to the riders and spectators. There will be a shuttle service for the riders and spectators before and after the bike ride and festival. In the morning there will be shuttle service for all riders and spectators staying in Bishop.

HSE wants to create an event that is hosted not in the heart of the summer season, but instead in the shoulder season, to help increase business activity and tourism during this slow time. HSE wants to bring people to the region from all over California and more by creating a destination event, which will boost the local economy during times of typically low occupancy. Visitors will spend the whole weekend in the area, which will increase demand for lodging, dining and shopping in the local community and in the region.

There will be many benefits for both Mammoth Lakes and Bishop

- This will be a destination event, which will bring visitors to the area for the weekend to help spur activity within both towns businesses and increase town's visitor occupancy.
- Scheduled in the shoulder season (Saturday June 15th, the weekend before motocross) to further promote and increase business during the slow time.
- We are setting our goal at 500 riders, which will bring: one to two thousand people (for the first year) to the local area, which will need lodging, dining and shopping.
- We would like to build this event and see it grow over the years, which M2B will become a destination event for many years to come.
- This event is based on a Bike Ride, Music, Health Food, Eco Friendly partners and FUN.
- Mammoth2Bishop Fun Bike Ride with Altitude will deliver the best combination of scenery, challenge with Altitude, Camaraderie, Music & Art, Amenities, Humanity and Philanthropy, in a fun loving mix of Back Road Riding, Music along the ride, Mountain Scenery, Community Support with a Finish Line Festival . Our Event will provide direct financial benefits to our host towns and as well in our local charities.

The finish line festival at Millpond Recreation is going to be the showcase of the event and will distinguish M2B from all other fun bike rides. Millpond Recreation Area will be the finish line for the "Mammoth2Bishop Fun Bike Ride with Altitude." As the riders finish the race, there will be a secured area in which they may leave their bikes. This will be where the Finish-Line Festival begins. The festival will be open to the public and there will be a small fee for non-riders to enter the festival. The festival should start at 12:00 p.m. and will continue until 8:00 p.m.

At the festival, which will be a green event, will have concessions, live entertainment, an awards ceremony, stand-up paddleboard demonstrations, and sponsors who will be promoting and selling their products at booths. We will be looking for eco-friendly, healthy food products, health products, and green partners for our vendors, partners, and sponsors.

The awards ceremony will begin at 5 p.m., after all riders have finished the race, so that riders may leave at their leisure after the awards.

There will be live entertainment from 12:00 p.m. to 8:00 p.m., with a break for the awards ceremony. The entertainment will consist of bands playing everything from reggae to original rock, alternative rock, and more. We would like to get regional bands and a national headliner.

There will be no camping at Millpond Recreation Area for the inaugural M2B, but will offer camping at all Inyo County camping areas.

Along with parking, we will offer shuttle service between Mammoth Lakes and Bishop. Shuttle service will begin in the morning in Bishop, headed to Mammoth Lakes from 7 a.m. to 8 a.m., then resume from Mammoth Lakes to Millpond Recreation Area from 11:00 a.m. to 6:00 p.m. Service will resume again from the Millpond Recreation Area to Mammoth Lakes after the awards ceremony until 9:00 p.m.

HSE is looking forward to our meeting on March 12th, to answer any questions and concerns.

Sincerely,

Lloyd Cearley

1st Annual

Mammoth Bishop

Fun Bike Ride with Altitude and Finish Line Festival at Millpond

June 15th, 2013

Proposal Plan



Contact: Lloyd Cearley

Phone: 858-245-2896

E-mail lcegone@gmail.com

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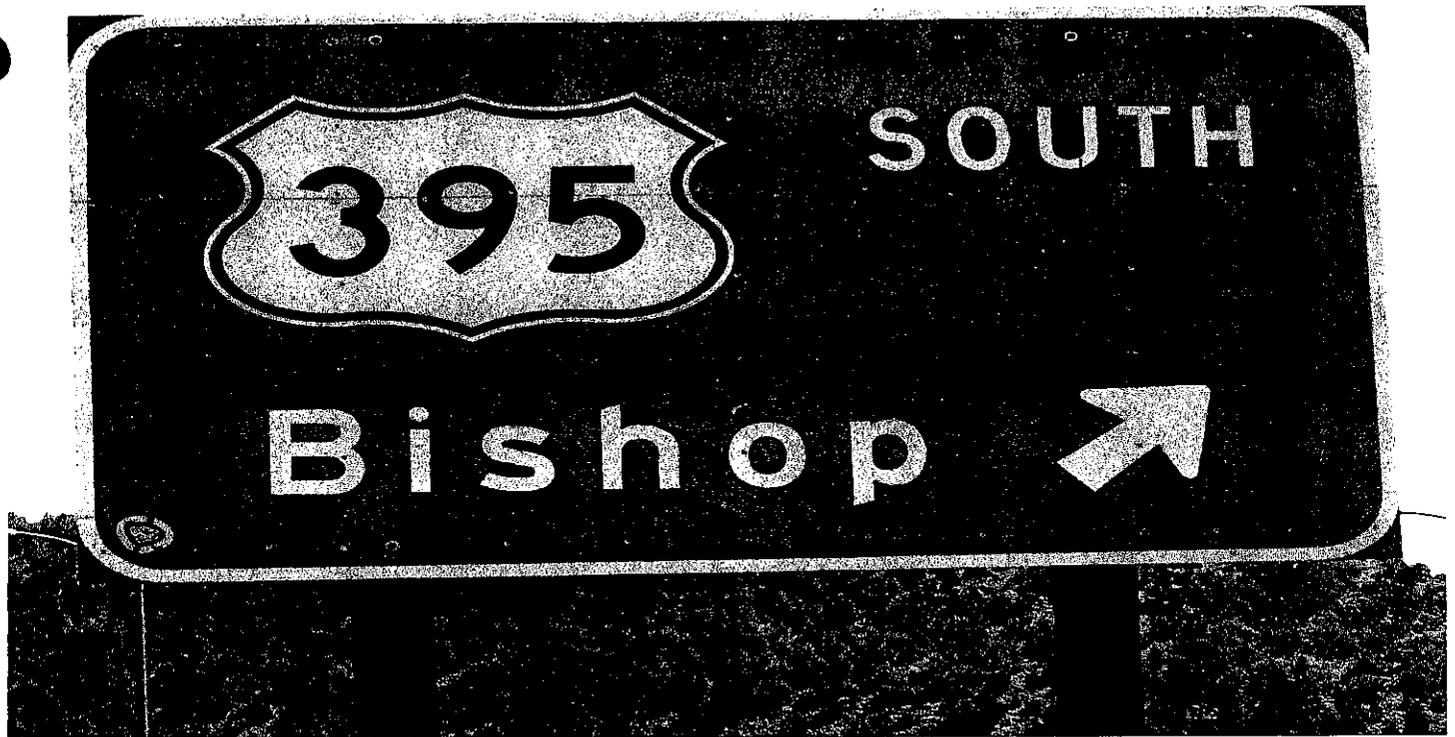
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Executive Summary

High Sierra Events (HSE) wants to create a fun bike ride from Mammoth Lakes to Bishop with a Finish Line Festival at the end of the ride. All levels of riders can be part of and enjoy the ride. The course will be approximately 50 miles long, so it will be challenging as well. The riders will be able to enjoy the fresh mountain air and the beautiful scenic area surrounding the ride, from the mountain peaks to the country roads to Crowley Lake. Riders can take it seriously or just have fun. There will be many different awards given out, such as first, second and third place, Last place, best costume, best bike design, fastest tandem team, bike with best sound system and more. At the end of the ride, there will be a Finish Line Festival, which will consist of entertainment (music, food and drinks) with an awards ceremony. There will be many kinds of concessions available to the riders and spectators. There will be a shuttle service for the riders and spectators before and after the bike ride and festival.

HSE wants to create an event that is hosted not in the heart of the summer season, but instead in the shoulder season, to help increase business activity and tourism during this slow time. HSE wants to bring people to the region from all over California and more by creating a destination event, which will boost the local economy during times of typically low occupancy. Visitors will spend the whole weekend in the area, which will increase demand for lodging, dining and shopping in the local community and in the region.

The bike ride is proposed to start on Main Street in Mammoth Lakes, where the starting ceremonies will begin at 8am. Riders will line up for the start of the ride at this time. The ride will begin at 10am, within these two hours; there will be local concessionaires providing breakfast, drinks, snacks and more for the riders and spectators. HSE has identified Main St. (Frontage St. south side.), as a preferred starting point, as surrounding business will benefit from everyone being in the area during the start of the ride.

As the ride begins, the riders will head east on CA Highway 203.

Tom's Place will be the designated halfway mark (about 20 miles). Here there will be concessions, medical assistance, bike repair, musical entertainment and more. The riders will get back on the course and continue on to the ride's finish at the Millpond Recreation Area. There will be staging area for all competitors' and spectators' bikes after the finish line.

Please see page 4 of this plan for a complete course description.

Millpond is where the Finish Line Festival begins. There will be live entertainment, concessions, awards and more. For details on the Finish Line Festival please see page 15 of this plan.

There will be shuttle service to and from the festival. Please see page 16 of this plan for shuttle information.

The Future HSE, would like to see "Mammoth2Bishop Fun Bike Ride with Altitude" grow into a three day music festival with two different bike rides. Friday night would be the welcome night, with music at Millpond and other events in Mammoth, Saturday will be the Main Event and the Finish Line Festival and Sunday will be the Reverse Ride for the more advance competitor. The Reverse ride will start at Millpond and Finish in Mammoth Lakes. All Three days have Music at Millpond. HSE would like to move forward in this direction within the next three to four years.

The Course - Tentative

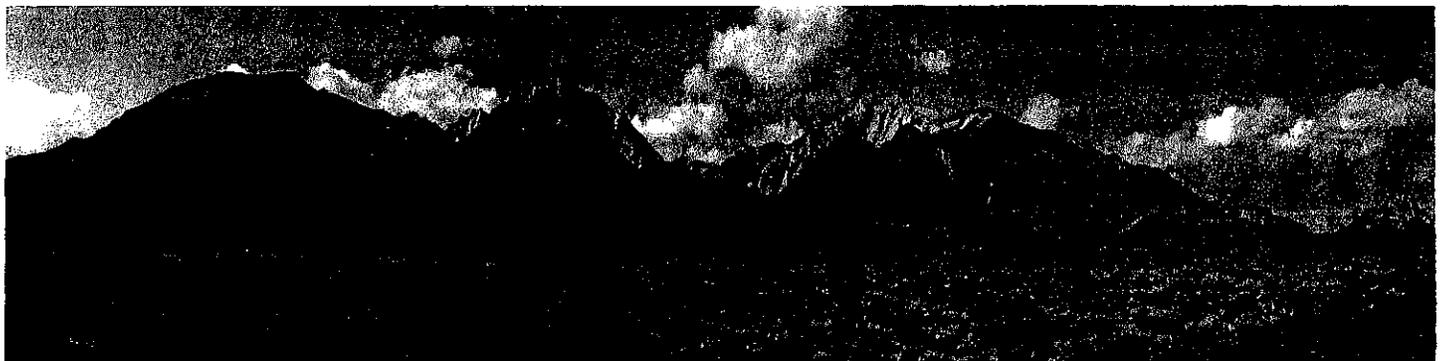
The ride starts at 10 am

The proposed start will be in Mammoth Lakes, riders can line up on the south side of the Main Street frontage road, starting at Center Street. All of the opening ceremonies and concessions will be located on south of Main Street between Manzanita Road and Laurel Mountain Road, with the use of Base Camp Cafe, P3's and Luxury Outlet parking lots for concessions and more. See page 13 of this plan for start of race details.

The course will be an open course with the riders sharing the roads with auto mobiles

- Once the ride begins, riders will head east on the CA Highway 203 for (2.9 miles).
- Continue to US Highway 395 and head south for (7.2 miles).
- Turn right onto Crowley Lake Drive and continue for (8.3 miles).
- Here will be the half way stop at Tom's Place
- Turn left onto Rock Creek Rd. for (.6 miles)
- Turn right onto US Highway 395 and head south for (1 mile).
- Right onto Lower Rock Creek Road/ Old Sherwin Grade Road and continue for (13 miles).
- Turn right onto Pine Creek Road. (1.6miles)
- Take a left onto North Round Valley Road., which turns into South Round Valley Road and continue for (6.2 miles)
- Turn right onto Saw Mill Road. (.7 mile)

Riders will finish at Millpond Recreation Center at 41.5 miles; this is where the Finish Line Festival will be.



Benefits for Mammoth Lakes and Bishop

- This will be a destination event, which will bring visitors to the area for the weekend to help spur activity within both towns businesses and increase town's visitor occupancy.
- Scheduled in the shoulder season (Saturday June 15th, the weekend before motocross) to further promote and increase business during the slow time.
- We are setting our goal at 1,000 riders, which will bring two to three thousand people (for the first year) to the local area, which will need lodging, dining and shopping.
- We would like to build this event over the years, where 5,000 riders and a total 10,000 visitors will be in the region within 5 years
- Build the event into a three day Festival with two bike rides. The main event on Saturday and Reverse ride on Sunday for the Competitive riders.
- This event is based on a Bike Ride, Music, Health Food, Eco Friendly partners and FUN.
- Mammoth2Bishop Fun Bike Ride with Altitude will deliver the best combination of scenery, challenge with Altitude, Camaraderie, Music & Art, Amenities, Humanity and Philanthropy, in a fun loving mix of Back Road Riding, Music along the ride, Mountain Scenery, Community Support with a Finish Line Festival . Our Event will provide direct financial benefits to our host towns and as well in our local charities.



Sponsors & Partners

HSE would like to have one major sponsor and partner in each of these categories. We would like to be a green event with health food and drinks. Here are some sample partners

Beer (Mammoth Brewing Company)

Wine (Hahn Family Wines)

Energy drinks (Monster)

Water

Coconut water

Sports drink

Bikes

Energy bars (Cliff bar)

Eco friendly products

Auto sponsor

Health food & drinks

Clothing (World Minded)

Gear

Camel Back

Ben & Jerry's

Timberland

Klean Kanteen (HSE would like this to be a green event and not use plastic cups)

(Official greening partner, www.zeroheroevents.com good green fun. Trash disposal)

Hydration Station will be provided by Klean Kanteen or Camel Back

Charity/ Non Profit Partners

HSE would like to have a couple of charity partners from the local area.

HSE would like to give 10% net to the following charities and find other avenues to raise money for them.

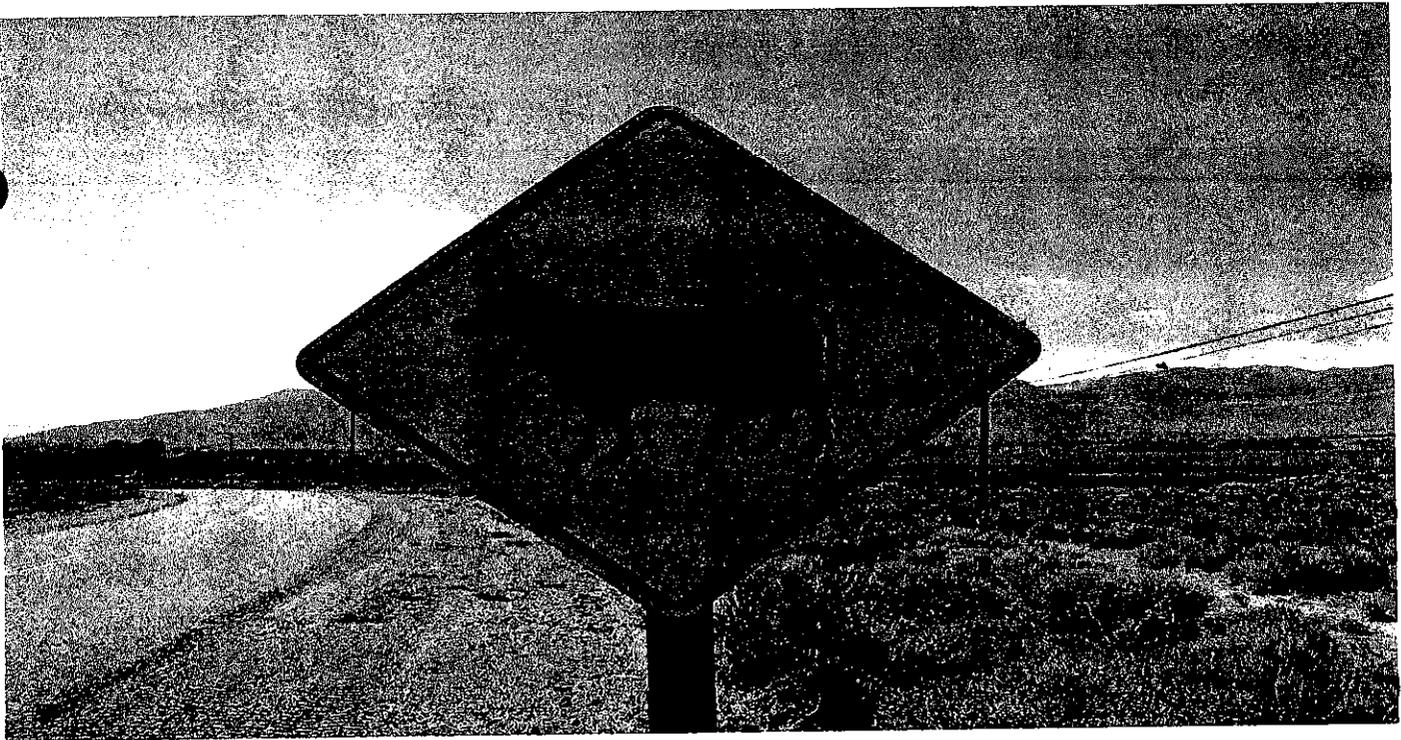
Disabled Sports

Wounded Warriors

Humane Society of Mammoth Lakes & Bishop

Mammoth Lakes & Bishop Schools

Ski Patrol Appreciation Day



Tickets Sales (all tentative prices)

\$50 early bird (Dec.-Mar.), **\$65** online until June 1st, **\$75** at event

One entrance fee will include

1 entrance to fun bike ride and Finish Line Festival (bands & entertainment)(gold sparkles wristband)

Bike repair stations

Aid Station/ Medical support

Secured bike area at Finish Line Festival

Medals & Awards

Traffic control

Extras

Elite start (\$10 on line, \$15 day of ride) front of line start for fast riders. (Checker board wristband, plus gold sparkle wristband)

Jersey (\$55 on line, \$65 day of ride)

Shuttles from Bishop to Mammoth, one way shuttle for riders only \$20 on line w/ purchase of entrance to ride, \$25 day of ride for everyone.) (Ticket)

Round trip shuttle for spectators \$30, + \$20 festival entrance with round trip shuttle pass (Tickets)

T-shirt (\$10 on line for riders only, \$20 day of ride for everyone else)

Festival entrance for non riders (\$25)(silver wristband for festival only)

Bishop shuttle only, unlimited (\$10) (pink wristband)

Marketing

HSE will use multiple avenues of marketing to promote this event and will have two different stages of the campaign.

The first stage will be the launch in mid December. This is where we start branding the name Mammoth2Bishop, promoting our web site and creating a buzz about this event. We will achieve this by distribution of posters and hand bills, the launch of the event web sites and by placing ads in local papers. Once the first stage is in motion, we can start looking for sponsors, partners and vendors and booking the entertainment for the Finish Line Festival.

The second stage, which will commence at the beginning of March, will launch of the full ad campaign marketing. This is when we announce the entertainment lineup, start selling tickets on line, place ads in Southern California papers and market to Southern California bike stores.

Poster & Flyers: HSE will distribute this promotional material to bike shops, sports stores and more all over Southern California, Tahoe, Mammoth Lakes and Bishop.

Web site: HSE will design and maintain a web site for the event.

Links: HSE will link the official web site with Mammoth Mountain, the Town of Mammoth Lakes, Mammoth Lakes Tourism (visitmammoth.com), the City of Bishop and other web sites.

Active.com: Promotion and marketing through this web site.

Ads: In both local papers (The Sheet and Mammoth Times) for five months Dec 22nd to April 13th and May 25th

Ads: in Southern California Papers (the San Diego Reader and the OC Weekly) for three months: March 2nd to June 8th (12 weeks)

Social media: Face book, Twitter and more



Start of Ride

The ride begins 10 am

The start of the ride will be on the south side of Main Street frontage road between Manzanita and Laurel Mountain road. The start line will be at Center Street, with riders lining up towards the west towards Manzanita Road. We will have an Elite Start area, for riders who would like to be at the front for the start of the ride. As the riders are lining up, there will be a start celebration, announcements and music.

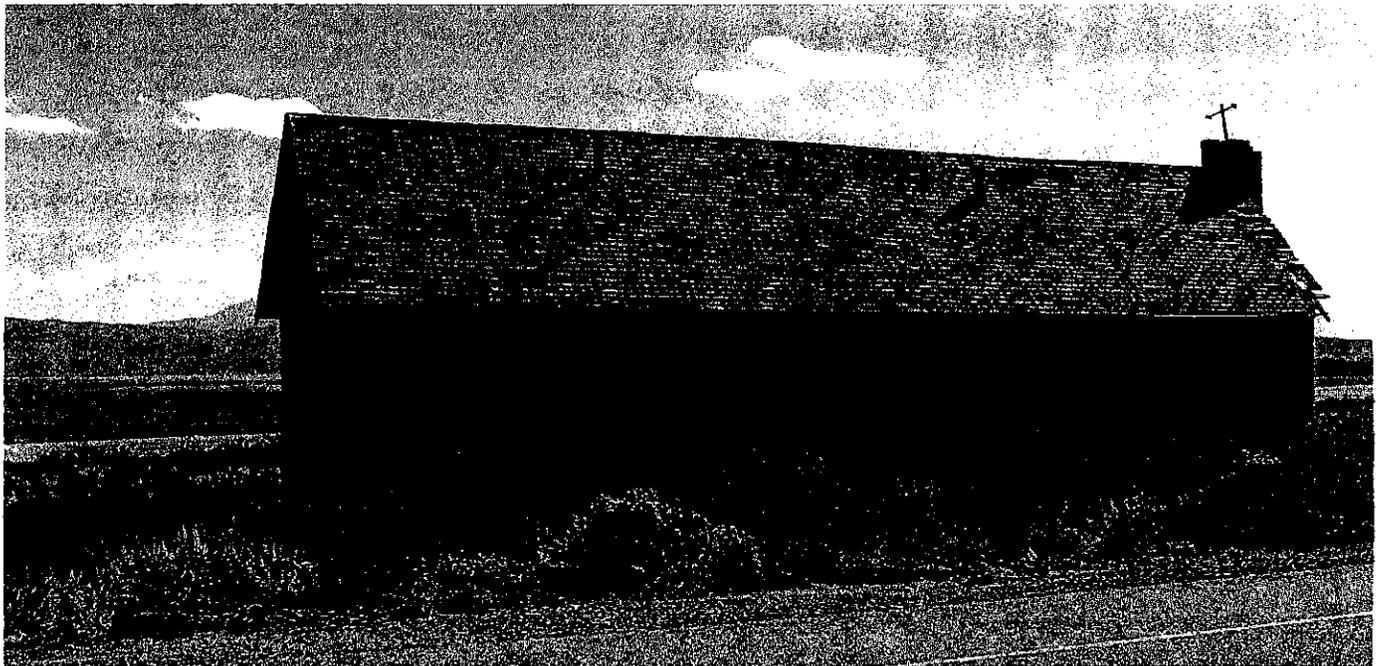
The morning activities will start at 8:00am, There will be one location in Mammoth Lakes for last minute registrations (7:00- 10:00am), concessions, announcements, music and more

We would like to utilize the parking areas by Schat's Bakery, P3, Base Camp Café and Mammoth luxury Outlet Mall. This will be the area for all concessions, port o potties, sponsorship booths, the entertainment, announcement booth and more.

We would like all businesses in this area to participate in the morning activities for the start of the race e.g. having sales, offering breakfast and etc.

Center Street will be open to through traffic, but will need to be closed only for the start of ride and until all riders have passed the start line.

Shuttle area will be on south side of Main Street frontage road between Forest Trail and Laurel Mountain road. See page 16 for shuttle schedule.



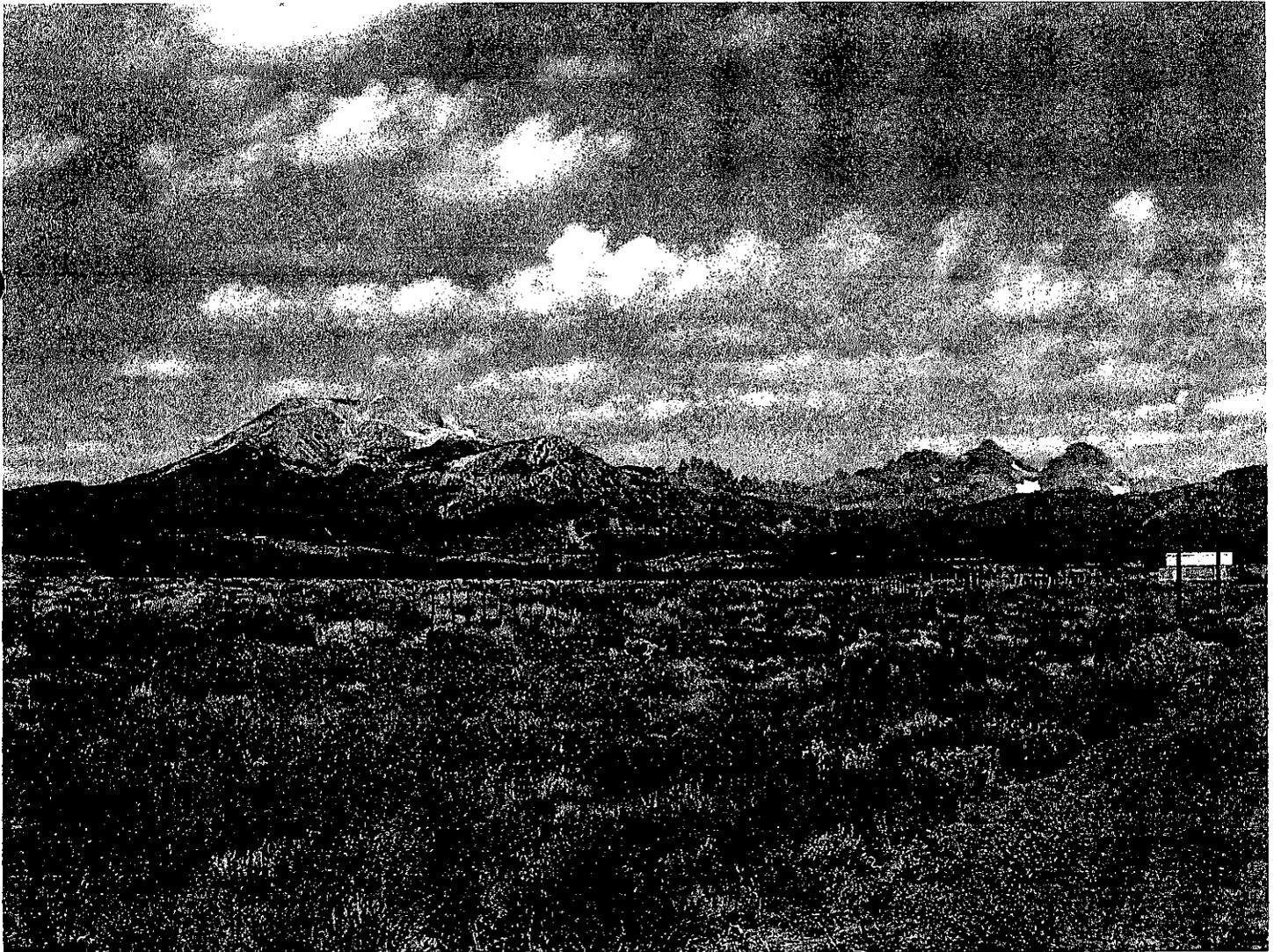
Halfway Point: Tom's Place (Riders Only)

This is where riders can stop and take a break from the ride. We will have concessions, entertainment (DJ and Band that will start as the first rider arrives and will play until 3:00 p.m.), bike repair, and first aid.

The riders can stop, rest, and enjoy some music get a bite to eat, or repair their bike or themselves. They can stop as long as they want or as long as they can stay ahead of the sweep vehicle.

The Future

As the ride becomes more popular and attracts more riders; we would like to add a couple more stops on the ride with the same criteria and attractions as Tom's Place.



Finish-Line Festival: Millpond Recreation Area

Millpond Recreation Area will be the finish line for the "Mammoth2Bishop Fun Bike Ride with Altitude." As the riders finish the race, there will be a secured area in which they may leave their bikes. This will be where the Finish-Line Festival begins. The festival will be open to the public and there will be a small fee for non-riders to enter the festival. The festival should start at 12:00 p.m. (about when the first rider finishes the race) and will continue until 8:00 p.m.

At the festival, which will be a green event, will have concessions, live entertainment, an awards ceremony, stand-up paddleboard demonstrations, and sponsors who will be promoting and selling their products at booths. We will be looking for eco-friendly, healthy food products, health products, and green partners for our vendors, partners, and sponsors. Also, since it is a festival, we would like to get a high-end liquor and beer partner for a beer garden, where responsible service will be offered to persons of age.

The awards ceremony will begin at 6 p.m., after all riders have finished the race, so that riders may leave at their leisure after the awards.

There will be live entertainment from 12:00 p.m. to 8:00 p.m., with a break for the awards ceremony. The entertainment will consist of bands playing everything from reggae to original rock, alternative rock, and more. We would like to get regional bands and a national headliner.

We would also like to offer camping to our riders for two nights (Friday and Saturday) at the Millpond and Brown's campgrounds to make it more of a true festival feel.

Along with parking, we will offer shuttle service between Mammoth Lakes and Bishop. Shuttle service will begin in the morning in Bishop, headed to Mammoth Lakes from 6:30 a.m. to 9:30 a.m., then resume from Mammoth Lakes to Millpond Recreation Area from 11:00 a.m. to 6:00 p.m. Service will resume again from the Millpond Recreation Area to Mammoth Lakes after the awards ceremony until 9:00 p.m.

Shuttle Service

There will be shuttle service between Bishop and Mammoth Lakes.

In the morning, the shuttle service will start at 6:30 a.m. and run through 9:30 a.m. from Bishop (Millpond Recreation Area) to Mammoth Lakes. The shuttle will be one-way only to Mammoth Lakes for the start of the bike ride.

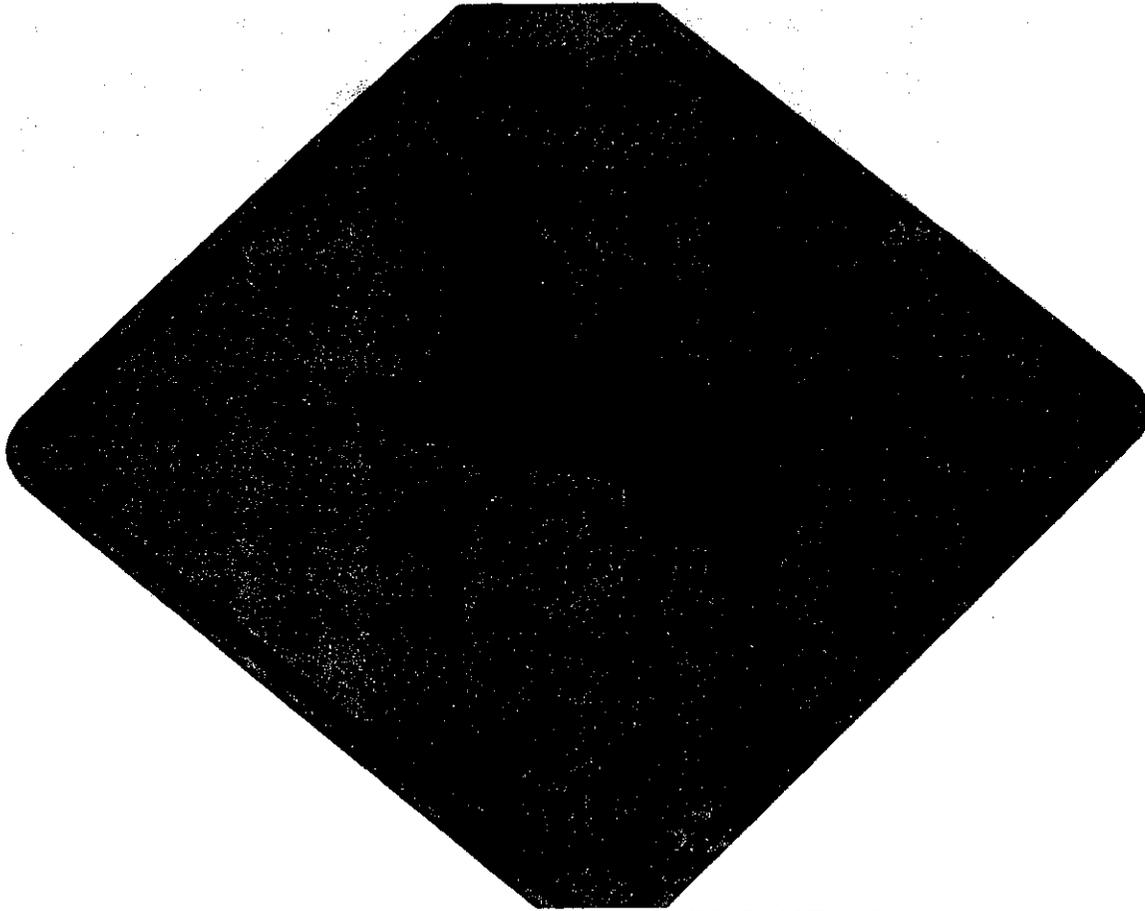
After the start of the race, spectators can take the shuttle from Mammoth Lakes to the festival area in Bishop (Millpond Recreation Area), between 11:00 a.m. and 6:00 p.m.

After the race, there will be shuttle service from Bishop (Millpond Recreation Area) back to Mammoth Lakes, between 6:30 p.m. and 9:30 p.m.

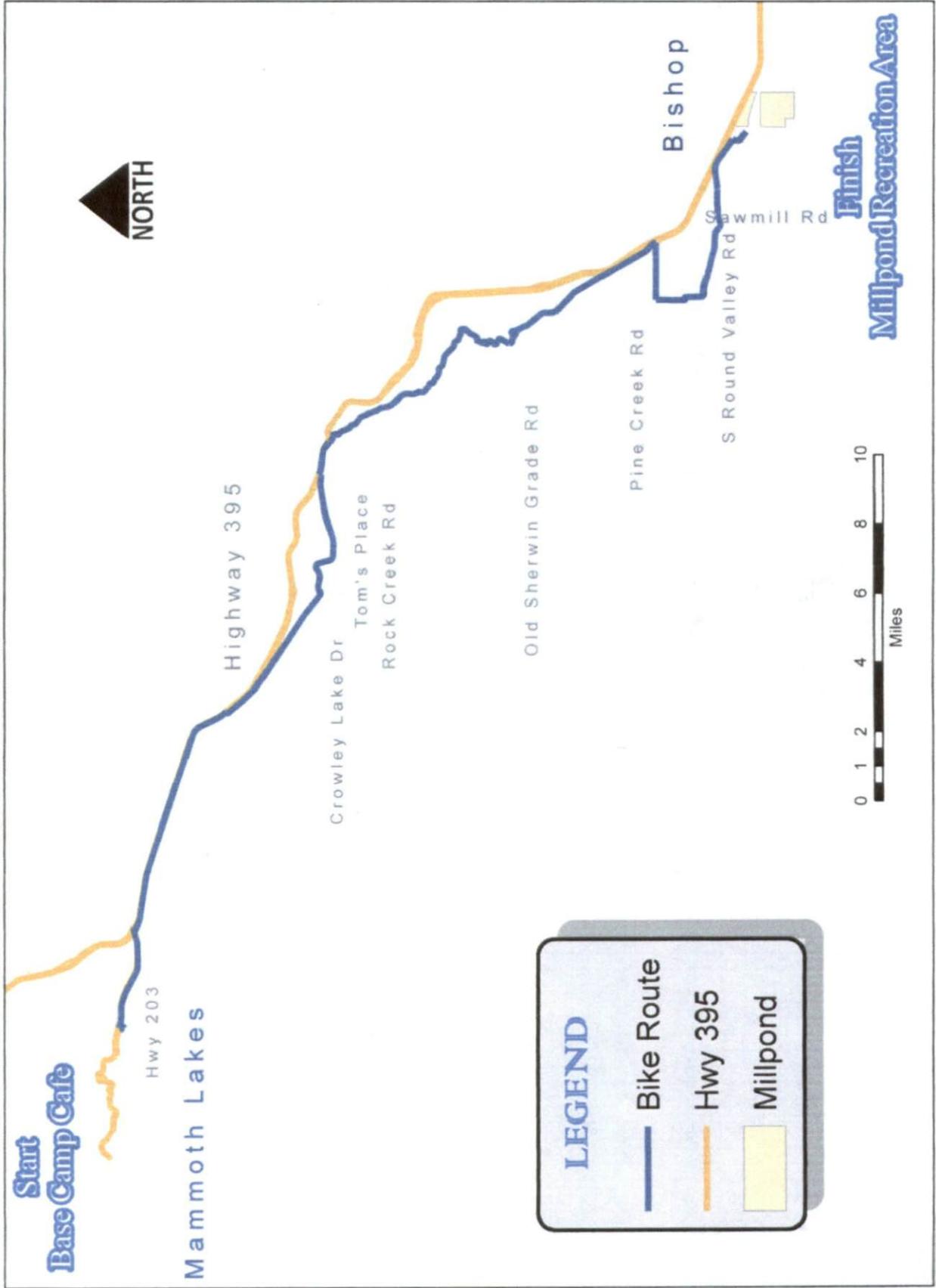
The cost of the shuttle will be \$20 for racers (one way, online purchase) or \$25 day of event.

Spectators can purchase a shuttle pass for \$20 one-way, \$30 round trip, or \$50 round trip with festival entrance.

Bishop-area-only shuttle: \$10, unlimited rides (Brown's campground to Millpond Recreation Area)



Fun Bike Ride Route



The Course -Tentative

The ride starts at 10 am

The proposed start will be in Mammoth Lakes at Mammoth Creek Community Park, riders can line up on Old Mammoth Road, starting at the Entrance of the Mammoth Creek Community Park. All of the opening ceremonies and concessions will be located at Mammoth Creek Community Park. See page 13 of this plan for start of race details.

The course will be an open course with the riders sharing the roads with auto mobiles

- Once the ride begins, riders will head North on Old Mammoth Road to Meridian Blvd. (.3 mile)
- Turn right onto Meridian Blvd to CA 203 East (1.2 miles)
- Merge onto CA 203 East to 395 south (1.8 miles)
- Continue to US Highway 395 and head south for (7.2 miles).
- Turn right onto Crowley Lake Drive and continue for (8.3 miles).
- Here will be the half way stop at Tom's Place
- Turn left onto Rock Creek Rd. for (.6 miles)
- Turn right onto US Highway 395 and head south for (1 mile).
- Right onto Lower Rock Creek Road/ **Old Sherwin Grade Road and continue for (13 miles).**
- **Turn right onto Pine Creek Road. (1.6miles)**
- **Take a left onto North Round Valley Road., which turns into South Round Valley Road and continue for (6.2 miles)**
- **Turn right onto Saw Mill Road. (.7 mile)**

Riders will finish at Millpond Recreation Center at 41.7 miles; this is where the Finish Line Festival will be.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
5

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

FROM: County Administrator

FOR THE BOARD MEETING OF: March 12, 2013

SUBJECT: Authorization for Additional Consulting Services from MuniServices, LLC

DEPARTMENTAL RECOMMENDATION

Request your Board authorize an additional \$10,000 in consulting services from MuniServices, LLC., for an amount not to exceed \$20,000, to prepare written and oral testimony for the County, and authorize County Administrator to sign written estimate.

SUMMARY DISCUSSION

On September 27, 2011, your Board approved a contract with MuniServices, LLC. to provide Sales and Use Tax and Audit Services for the County of Inyo. Within the contract Schedule of Fees, Attachment B, the paragraph titled "Additional Consulting", the contract states that the County may request MuniServices to provide additional consulting services at any time during the term of the Agreement. It also states that if additional consulting services are requested, MuniServices would provide a written estimate to be approved by the County Administrator or the Board of Supervisors. Because the primary purpose of the contract is for MuniServices to perform Sales and Use Tax audit services for the County, for which the company receives 25% of all revenues recovered, there is no "not to exceed" amount on the contract since it is impossible to know how much revenue will be recovered and how much MuniServices will be owed in any given year. Rather, budget amendments are brought before your Board to effectuate the required payments to MuniServices. With regard to the additional consulting services (e.g., other than SUTA audits), the County Administrator can approve amounts up to \$10,000 and funds are included in the County Budget for this purpose. However, if the additional consulting services will exceed \$10,000, Board-approval is required. The County has engaged MuniServices to provide the County with sales and use tax allocation analysis and testimony relative to its participation in the Hidden Hills Solar Electric Generating System project licensing process through the California Energy Commission. While it is not certain that these services will exceed \$10,000, this item is being brought forward for Board approval as a contingency so as not to unduly delay the County's timely participation in the licensing proceedings.

As the County prepares to move forward with the Evidentiary Hearings before the California Energy Commission (CEC) on certification for the proposed BrightSource Energy - Hidden Hills Solar Electric Generating System (HHSEGS), it is important that the County be prepared to discuss the different options to resolve the disputes between BrightSource Energy and the County, one of which is the issue of local sales or use tax allocations. MuniServices has assigned in-house counsel, Eric Myers, to serve as an expert witness and will be asked to provide research and testimony regarding estimates of future local sales or use tax revenues from the HHSEGS project. The information and testimony that Mr. Myers provides will be extremely important in helping to guarantee that the County will receive sales tax revenues in a manner which can mitigate the potential impact costs that the County may incur due to the HHSEGS project.

The written estimate, scope and disclaimer are attached.

ALTERNATIVES

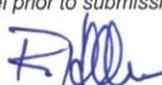
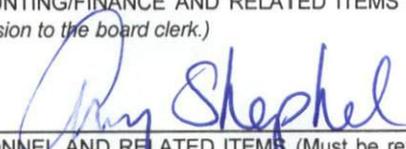
Your Board could choose not to approve the request for additional consulting services from MuniServices and decline to approve the written estimate and additional funding request. This would not be a beneficial alternative for the County as MuniServices can provide invaluable expertise during the Evidentiary Hearing process.

OTHER AGENCY INVOLVEMENT

The California Energy Commission is responsible for permitting BrightSource Energy's HHSEGS Project.

FINANCING

Funding for the additional \$10,000 is included in the FY 2012-2013 Natural Resources Budget #010204. Object Code 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: <u> / </u> Date <u>3-6-13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3-7-13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <u>N/A</u> Approved: _____ Date _____

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



Date: 3/6/13

March 4, 2013

Via email and U.S. Postal Service

Kevin D. Carunchio
County Administrative Officer
County of Inyo
kcarunchio@inyocounty.us
P.O. Drawer N
224 N. Edwards Street
Independence, CA 93526

Dear Kevin:

The County has asked MuniServices to serve as an expert witness for the County's upcoming hearing with the California Energy Commission about the Hidden Hills Solar Project (the "hearing"). We have made Eric Myers, our in-house counsel, available to the County for this purpose. I am writing to memorialize the terms of our service as is required by the paragraph titled "Additional Consulting" in Attachment B of our agreement with County.

1. *Scope.* Eric will prepare written testimony for the County. His written testimony will be based on the scope requested by the County Counsel's office and will be limited to the issues of local sales or use tax allocation. At the County's request, Eric will also provide oral testimony in support of his written testimony.
2. *Disclaimers.*
 - a. Eric is an attorney but not the County's attorney. He is in-house counsel for MuniServices, which is the County's sales tax consultant. He is providing his research and testimony to you in his capacity as an employee of MuniServices and not as an attorney for the County. He is not providing the County with legal advice; MuniServices does not provide legal advice. The County understands that neither Eric nor MuniServices have an attorney-client relationship with the County and none is formed by Eric's involvement in this matter.
 - b. While Eric will provide estimates of future local sales or use tax revenue from the Hidden Hills project, as requested, we do not guarantee the accuracy of those forecasts because they are dependent on factors beyond our ability to control or accurately predict.
3. *Payment.* The County will pay us for the services in this letter at the rates and in the amounts set forth in this paragraph and the next. We will bill the County after Eric

completes his testimony at the hearing. The County will pay the invoice(s) within 60 days after the date of the postmark on the invoice. We will bill the County for Eric's time at \$100 an hour. We will also invoice the County for Eric's approved travel expenses. The County agrees that travel expenses may be approved via email. We will not bill the County more than the estimated amount in paragraph 4 unless the County and MuniServices have agreed to the increased amount in writing.

4. *Estimated Cost.* We estimate that the project, as currently understood, should be completed with 60 hours or less of work or \$6000. (As agreed with County Counsel's Office, we will not bill you for the time Eric spent fixing the model on the Proposition 172 monies.) We also estimate that the travel expenses will be \$376 for airfare, \$75 for car rental, and \$80 for gasoline. Thus the total estimated cost of our service under this letter agreement is estimated to be \$6,531. If circumstances change and it looks like the estimate might be exceeded, we will discuss adjustments with you and County Counsel's office.

If this letter agreement correctly reflects the terms agreed by MuniServices and County, please sign this letter agreement in the space provided below and return by facsimile to (559) 312-2878 to the attention "Legal". By signing in the space below, you represent that you have authority to bind the City to this agreement.

Sincerely yours,

Doug Jensen
National vice-president,
MuniServices, LLC

COUNTY OF INYO, CA

By: _____

Name:

Title:



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

6

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: March 12, 3013

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Southern Inyo Community Foundation -- Lone Pine Film Festival and the Bishop Museum and Historical Society -- Laws Museum for successfully completing Fall 2012 CPSP projects.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments as follows: \$3,500 to the Southern Inyo Community Foundation for the 2012 Lone Pine Film Festival; and \$464.94 to the Bishop Museum and Historical Society -- Laws Museum, for the 2012 Good Ole Days event. Both are 2012-13 Community Project Sponsorship Grant projects funded from the 2012-2013 Advertising County Resources budget, 011400.

SUMMARY DISCUSSION: The Lone Pine Film Festival was awarded a Fall Cycle FY 2012-13 County of Inyo Community Project Sponsorship Grant in the amount of \$7,000 in July of 2012 to help sponsor the annual Festival (held Oct. 5-7), and more specifically provide an ample number of large buses which facilitate the the Festival's numerous tours of movie locations. Organizers report about 450 festival goers took part in the six different bus tours offered (see attached Event Summary). It was noted that the Lone Pine Film Festival is one of the few film festivals that can offer tours of actual movie locations, which adds to the Festival's popularity and unique character. The organizers concluded, "Simply put, the Lone Pine Film Festival would not have been able to have these hallmark tours during the event without the help of the grant."

After contracts were finalized, half the grant funds (\$3,500) were disbursed to the Southern Inyo Community Foundation. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,500. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Bishop Museum and Historical Society -- Laws Museum was awarded a FY 2012-13 Fall Cycle County of Inyo Community Project Sponsorship Grant in the amount of \$1,000 in July of 2012 to help sponsor the 2012 Good Ole Days Celebration. The free community event was held on Sept. 8, 2012, and organizers said it was another "very successful" event for local residents and visitors alike. The event included live music, demonstrations of Pioneer Trades (blacksmithing, weaving, etc.), kids' events and games, train rides, and the famous pie auction.

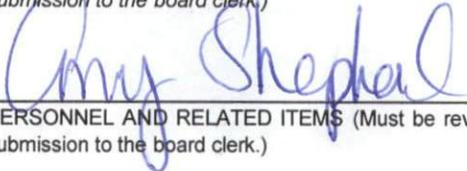
After contracts were finalized, half the grant funds (\$500) were disbursed to the Historical Society. The Society has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$464.94 and also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

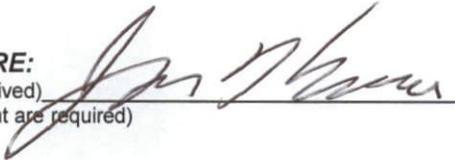
ALTERNATIVES: The Board could deny the requests.

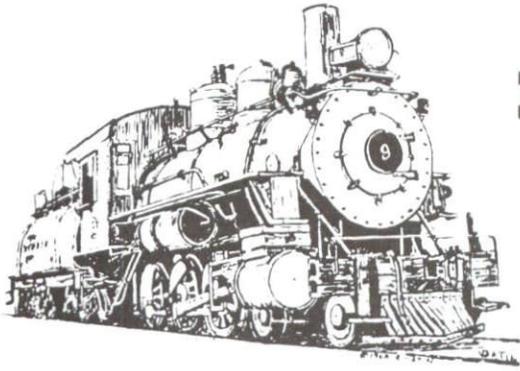
OTHER AGENCY INVOLVEMENT: County Counsel, County Administrator's Office, Auditor/Controller.

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in FY 2012-13 Advertising County Resources Budget (011400), Professional Services (5265).

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>3/5/13</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 3-6-13
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



LAWS RAILROAD MUSEUM & HISTORICAL SITE

OPERATED BY THE . . .

BISHOP MUSEUM & HISTORICAL SOCIETY
P. O. BOX 363, BISHOP, CALIFORNIA 93515
TELEPHONE (760) 873-5950

February 22, 2013

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

Dear Jon,

The Good Ole Days event on September 8, was very successful and the Laws Railroad Museum expresses many thanks to the County of Inyo for assistance through the Community Project Sponsorship Program.

Enclosed is the reimbursement request form, copies of invoices, and advertising. If additional information should be needed, please call me at the museum office, (760) 873-5950.

Sincerely,

Barbara Moss

Barbara Moss
Administrator

Good Ole Days - 2012

We would like to thank the County of Inyo for funding this event through the Community Project Sponsorship Program.

Good Ole Days was a great success. The attendance was up this year. The day included train and wagon rides, live entertainment, over a dozen demonstrations and concluded with the famous homemade pie auction. Good Ole Days is a free community event which also draws visitors from out of the area.

The Community Project Sponsorship Program allowed for more advertising which brought more people to Laws. Many come to see the many new displays and exhibits.

Again thank you for your sponsorship.

Laws



Good Ole Days

Free Admission

September 8, 2012

Great Family Fun

11:00 AM—4:00 PM

Live Entertainment 2:00– 4:00pm

Idle Hands

Working Exhibits of Pioneer Trades All Day

Weaving

Horse Hair Basket Making

Black Smithing

Lotion Making

Quilting

Native American Arts

Candle Making

Dutch Oven Cooking

And Much More

Children's Activities 1:00 PM

Train Rides

Old Time Games

Wagon Rides

Community Food Booths

Famous Homemade Pie Auction 4:00 pm

Picnickers are Welcome

Period Costume Encouraged

Skillet Throwing and Nail Pounding Contest 2:00



**Sponsored and Funded by
The County of Inyo**

For information call 760-873-5950

Celebration of pioneer-era Inyo returns this Saturday

Museum's annual Good Ole Days offered at cost to residents and visitors

by Mike Gervais
Staff

The Laws Railroad Museum will once again be opening up the summer with a celebration of pioneer-era Inyo, a simpler time when items used were hand-crafted and virtually every-thing had a unique trade.

The museum will host its Good Ole Days celebration Saturday with more than a dozen demonstrators practicing unique trades, local fitness groups such as Rotary and Girl Scouts providing food and the Idle Hands Band performing live.

The event is open to the public and offered at no charge.

Organizer Susan Cullen said everyone is invited to patronize the food vendors or pack a picnic lunch and enjoy the festivi-

ties. The local antique car club will be in attendance to show off vintage Model-A Fords and

other classic autos while Laws' own Ole Smoky locomotive will be rolling up and down the tracks, providing rides for visitors.

Local quilters will also be offering what Cullen called a "mini quilt show" in the Ranch House.

Volunteers from all over the state will set up and demonstrate skills such as blacksmithing, saddle making, a couple different styles of basket making, candlemaking, spinning and weaving and pottery making.

In addition to the food vendors, a chuck wagon demonstration will include examples of meals cooked with wood and Dutch ovens.

A separate demonstrator will be cooking with a Dutch oven over charcoal, and possibly offering some fare to Good Ole Days celebrants.

The demonstration exhibits will be going on all day.

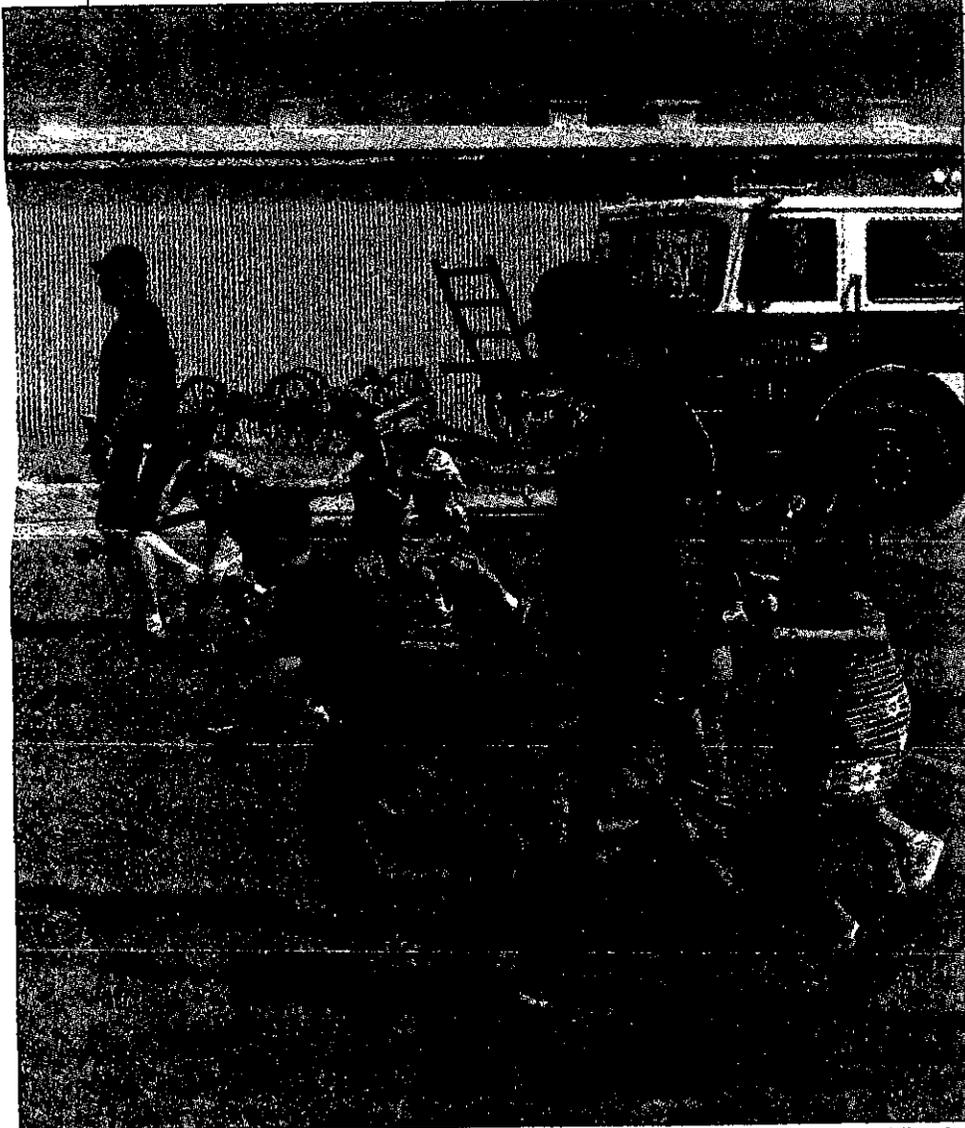
Beginning at 1 p.m. Bishop City Councilmember Jeff Griffiths will be leading classic kids games such as sack races, an egg toss and relay races.

A 2 p.m., Cullen said adult games, a new addition to Good Ole Days, will begin. Adults will be invited to participate in a skillet toss

See G.O.D., page 5



Local youngsters and their families are invited to head out to Good Ole Days this Saturday at Laws Railroad Museum for old time games, food, live music and trade demonstrations such as blacksmithing, basket weaving and candle making. Photo by Mike Gervais



The Bishop Volunteer Fire Department will be at Good Ole Days again this year, providing fun for local youngsters with either a bucket brigade or a fireman's race with the fire hoses (above).

Photo by Mike Gervais

G.O.D.

Continued from front page and nail pounding contest.

Idle Hands will be performing at the depot from 2-4 p.m., at which time the popular Laws Pie Auction will take place.

Also, throughout the day, two authors, Judith Butler and Kathleen Hahn, will be signing copies of their books, and the Eastern Sierra Collaborative Education Program will have educational audio CDs in the train depot, telling the story of the

Slim Princess and the railroad in the Owens Valley.

Cullen said that, as of last week, 38 pies had been donated for the auction fundraiser, and more were expected.

Each pie on the auction block is homemade by a local baker.

"It's more of a community event than a fundraiser," Cullen said. "The money we made from the auction last year was only about \$1,400; it's more for the community, to get people to come out and

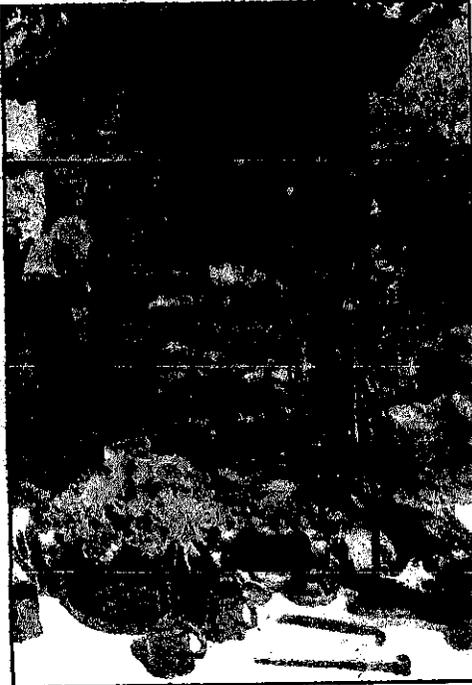
see the changes at Laws."

Cullen said crews at Laws are currently building a new machine shop and the Laws Memorial Pathway is growing month by month.

Also, those who have been unable to make it to the museum in the past year will have an opportunity to see the new saloon.

Good Ole Days is sponsored by Inyo County, which provided a Community Development Sponsorship Grant for the event.

Good Ole Days



Two blacksmiths (r) from Southern California demonstrate their trade at Good Ole Days as the U.S. Forest Service demonstrates the use of a two-man hand-saw (l). Photos by Mike Gervais



The Bishop Boy Scout Troop took over management of the Good Ole Days kids' games Saturday, leading youngsters in an egg toss (above) and other events.



MUSEUM OF
LONE PINE FILM HISTORY

February 1, 2013

County of Inyo
Inyo County Water Department
P.O. Box 337
Independence, CA 93526

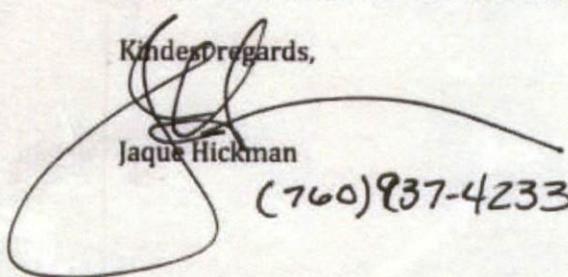
Re: Community Project Sponsorship Program
The 2012 Lone Pine Film Festival
Narrative - Final Payment Request

The 2012 Lone Pine Film Festival enjoyed an increase in attendance and many events were completely sold out. The bus tours to movie locations in the Alabama Hills sold out and we are adding additional tours to the 2013 schedule.

The Inyo County logo was proudly displayed throughout the community during the event. Every guest saw the logo on banners, festival schedules, newspaper advertisements, and heard mention of the sponsorship on radio spots. We also posted the Inyo County logo at the tour bus boarding areas. The award of the Community Project Grant made a huge difference in the promotion of the festival. Our goal is to have festival visitors return to Inyo County as visitors time and time again. Another important impact of the buses used for location tours, is that it lessens the traffic footprint on the Alabama Hills. The County is so well known for its filming locations that we all strive to preserve the "location value" of our landscape.

Thank you again for providing the Community Project Sponsorship award to Lone Pine Film History Museum and the Lone Pine Film Festival.

Kindest Regards,


Jaque Hickman

(760) 937-4233

LONE PINE FILM FESTIVAL TOUR BUS REPORT

The Inyo County Community grant made possible the buses used during the weekend of the Lone Pine Film Festival October 5-7.

There are several film festivals like the Lone Pine event across the United States, but only one offers escorted bus tours to the actual locations where the films being celebrated during the weekend were made. This makes the Lone Pine Film Festival unique and a very celebrated one of a kind event.

However, it is very difficult to make the tours actually cover all their cost although every effort is made to do this. A few years ago, when Mammoth Mountain decided it could not longer supply buses to the event, the FF management reached out to EBMeyer Charter buses in Apple Valley. This company and its bus drivers have proven enthusiastic and personal supportive to make certain the visitors have a very positive experience. "Big Bill" and "Small Bill" have taken time to understand the film history better and to make the riders feel welcome and comfortable out in the Alabama Hills.

This year there were varied bus tours, each escorted by one or two trained guides. These guides are volunteers that have spent a lot of personal time learning the film history, locations and in many cases actually developing the tour scripts themselves. They are volunteers and do the weekend for the fun of it and for promoting our film history to visitors. Many are not local.

The tours offered this year were: "*The Nevadan Locations Tour*" (3 tours) led by Mike and Janet Houle; the "*North-South Tour*" (3 tours) led by Melody Ogburn (Dave Holland's daughter); "*John Wayne Tour*" (2 tours), led by Mike Royer, retired Disney cartoonist; "*The Yellow Sky Tour*" (1 tour), led also by Mike Royer; "*The Gunga Din Tour*" (3 tours) led by Judyth Greenburgh, Darwin resident, British born, film enthusiast and graphic artist; and "*The Geology Tour,*" (1 tour) led by Lone Pine resident geologist Dana Jeffries. The buses, new this year, seated different numbers, 53 for one and 46 for the other, and most tours were sold-out as they are very popular. Nearly 450 visitors were able to visit the one-of-a-kind movie locations and listen to interpretive and informative narration from an authoritative guide.

Credit was given to the Inyo County Community Project Sponsorship Grant Program in many ways. It was in the Festival Program, on the Mini Pocket Schedule, in the general Sponsors Banners around town and on four large signs placed near important centers of activity for the tours. Also a Sponsors Packet was given to Mr. Carunchio when he attended the Saturday night Sons of the San Joaquin concert and other associated events.

Simply put, the Lone Pine Film Festival would not have been able to have these hallmark tours during the event without the help of the grant.

MONDAY, FEBRUARY 18, 2013

Join Now[HOME](#)[EVENTS](#)[VISITOR'S GUIDE](#)[FILM HISTORY](#)[MUSEUM](#)[CONTACT](#)[NEWSLETTER](#)[SHOP](#)[TICKETS](#)

Celebrity Stars at the 23rd Lone Pine Film Festival

*"Celebrate the Centennials" * 100 years of film making for Paramount and Universal ...celebrate with memorable films made "On Location" by the studios in Lone Pine ...a special "100 Year" birthday tribute to one of Lone Pine's sweethearts Dale Evans, who would have been 100 on October 31... ...Celebrity Guests ...New "Back Lot" Tours ...Saturday Night Concert with the Western famous "Sons of the San Joaquin" ...and much, much MORE!...*

[READ THE FULL STORY](#)YOU ARE HERE » [HOME](#)**Thanks to ALL!****WOW, What a Weekend!!!**

Thank you to all, be it those who have been with us for 23 years and to those who joined us for the first time to celebrate the heritage of film making in the Eastern Sierra. The Lone Pine Film Festival's 23RD year celebration was a great success and it could not have happened without YOU!

Thanks also to the many volunteers, sponsors and community members who come together to provide their time and financial support to make this happen.

We will leave the 2012 website up for a few months while we plan 2013!
SAVE THE DATE - October 11th, 12th and 13th 2013

Do you have Festival pictures or video you would like to share?

If so, please send a note to:

wrangler@lonepinefilmfestival.org

We will get back to you as to how to upload to our Dropbox folder for review.

*Thanks again, Happy Trails
Festival Board of Directors*

PS. Continue Your Lone Pine Experience - Visit our Museum of Lone Pine Film History website

<http://lonepinefilmhistorymuseum.org/>

Help us to expand our efforts to preserving the diverse movie history of Lone Pine, Death Valley and California's Eastern Sierra.

[Join Now](#)

EVENT TICKETS

**FESTIVAL TICKETS
are ON SALE**
Click "**HERE**" for
details.

**Become a Member of the
Museum of Lone Pine
Film History
and SAVE \$\$\$**

**Concert Tickets
BUY NOW**

**Download Order
Form
Click "**HERE**"**

**Press Room
Publicity
PR Releases**

LATEST NEWS

**Join Don Murray & Ed
Hulse for
Keynote Film
From Hell to Texas with
Q&A afterwards**

**Wyatt McCrea will be
back.**

Rodeo Too!



Gun-Spinner to Join
Guests at Festival
Statham Hall is Back!
Raffle- Oregon Quilt

Three New Tours added!
Gunga Din
The Nevadan
Yellow Sky

Find us on Facebook



Lone Pine Film Festival

Like You like this.

You and 371 others like Lone Pine Film Festival.

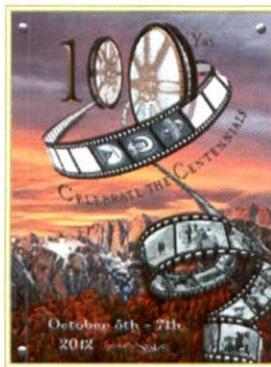


THE 23RD ANNUAL

LONE PINE FILM FESTIVAL

The ONLY Film Festival "On Location"!

10.05.12



CELEBRATE THE CENTENNIALS
Lone Pine Film Festival
October 5th - 7th, 2012

Nestled in the shadow of the mighty Mt. Whitney, the town of Lone Pine, California, is located at the southern end of the Owens Valley, surrounded by the highest peaks in the lower forty-eight. The Alabama Hills, with their unique rock formations, lie just to the west of town. Known simply as The Alabamas, these hills have hosted Hollywood since the days of silent films. During the heyday of the B Western, the town of Lone Pine was alive with film shoots, stars, and all the glory that comes with the movie set. To this day, Hollywood continues to film here, utilizing the fantastic scenery of the rocks, hills, mountains, and surrounding high desert lands.

Lone Pine - Where the Real West Becomes the Reel West

It's that time of the year again to welcome back the dedicated and loyal fans that have made and continue to make Lone Pine and the Film Festival their Columbus Day destination. All local motel rooms and those for miles around as well as hundreds of campground sites are quickly being sold out.

This year's theme, "Celebrate the Centennials," honors two of Hollywood's biggest studios, Paramount Pictures and Universal Studios, who both have been making films since 1912. Over forty films have been made in the Eastern Sierra by Paramount, and seventy plus for Universal. A number of these films will be screened for our visitors during the weekend. The Festival will also salute the Centennial birthday of our beloved Dale Evans.

Many celebrity guests, old friends and new, will be joining us this year. Johnny Crawford (Chuck Connors son, Mark in *The Rifleman*) and his brother, Bobby Crawford, (*Cheyenne, Laramie and Zane Grey Theater*), Stanley Livingston (*My Three Sons*), Don Murray (*Bus Stop*) and Billy King (*Hopalong Cassidy*) will be with us for the first time. By popular request, Ed Faulkner will return along with Lone Pine favorites; Diamond Farnsworth, Loren Janes, Peggy Stewart and Cheryl Rogers-Barnett, who will present short films on both her mom & dad. Larry Maurice returns as *Master of Ceremonies*.

Highlighting the Entertainment for the weekend, one of the Western genre's top performing groups, The Sons of the San Joaquin will have two shows Saturday October 7th, at 6:30 and 9:00PM. Cowboy Performer, Joey Dillon, multiple world title holder in Trick Gun-spinning and handling will be on hand to entertain fans of all ages.



Our weekend schedule is packed full for our guests. In addition to the celebrities, musical entertainment, panels and film screenings; our now famous "On Location" tours (thirteen in all) includes three new tours; the 1939 classic *Gunga Din*, starring Cary Grant and Douglas Fairbanks Jr., *Yellow Sky* (1948) starring Gregory Peck and *The Nevadan*, (1950) starring Randolph Scott.

Add to that, A weekend Rodeo Round-up, vendors, book signings, breath-taking views and a Lone Pine Film Festival tradition; a Sunday "Main Street" Parade - "the best small town parade in America."... And by the way don't miss our - World Class, Museum of Lone Pine Film History!

BREAKING NEWS!!! STATHAM HALL IS BACK!

Lone Pine's town hall, known as Statham Hall, is back as a major venue for this year's Festival. And entrance is FREE to everyone! The Hall will be utilized for a variety of western-related vendors whose wares are too fragile to be located outdoors at the park, as well as artists and authors for you to meet and chat with. On sale at the Hall will also be Festival belt buckles (2012 and prior), Festival t-shirts, and other items from the Museum store.

AND a number of the stars appearing at this year's Festival will be at the Hall to sign autographs, sell their books and autographed photos, and visit with festival-goers.

A quilt show will also be staged with a colorful display of incredibly beautiful and award-winning quilts. One of them will be raffled off, and someone will be present to demonstrate how quilts are made now as compared to "the good ole days" of the past. [Click here to learn more about award winning quilt - "Oregon Grapes"](#)

Statham Hall will be open 10:00 AM to 4:00 PM, Friday, Saturday and Sunday and will be one of the stops of the festival shuttle bus.

CALL 760 876 9103 for more information:

Download a PDF of the 2012 Order Form

Saturday Night Concert

Sons of the San Joaquin

10.06.12

Saturday Night (TWO CONCERTS) @ 6:30PM and 9:00PM

(\$30.00 per person either concert)

Master of Ceremonies: **Larry Maurice**

CALL FOR TICKETS - The ticket office number is (760) 876-9103

The upbeat, airtight, three-part family harmonies of the Sons of the San Joaquin are being heard in a lot more places these days. This sound has carried Joe, Jack, and Lon Hannah from church and community gatherings to places like Switzerland, where traditional cowboy music is even more revered than modern country music. In the Arabian Peninsula they found enthusiastic receptions from people who regard their own traditions to be a close parallel to our cowboy heritage.

Here at home, their widespread acceptance is an indication of the rich durability of the music and the quality presentation of Jack Hannah's highly respected original cowboy material. Cowboy poet Waddie Mitchell refers to Jack Hannah as "one of the very best cowboy

songwriters".

The Sons of the San Joaquin sound first took shape in the foothills of the Sierra Nevada Mountains, where the Hannah family had moved from depression-era Missouri. "There were some prominent cattle ranches there," says Jack, "and that's where our romance with cowboys began. Our dad became a fan of the Sons of the Pioneers back in the 1930's, and he'd sing a lot of those songs. We learned our first ones from him, and became great fans of theirs, too." Joe and Jack performed with their family at local gatherings and eventually began traveling on weekends while pursuing degrees in education, playing some professional baseball, and becoming school teachers. Jack was a high school counselor and coach (he was baseball Coach of the Year for the Western Region United States in 1980). Joe was a junior high teacher and coach. Both have performed as church soloists and in opera and musical theater. All the Hannahs are horsemen. Jack also breaks horses, ropes steers and does day work on area ranches. Lon became a second grade-teacher and also had experience singing in church, in musical theater and with the Bennett Consort (a college vocal group often compared to Manhattan Transfer). In 1987, Lon approached his father (Joe) and Uncle Jack with the desire that they sing together for his grandfather's birthday celebration. Almost by accident, the Sons of the San Joaquin were born.



They gained a needed break when Lon met cowboy singer Gary McMahan at a Western Music Association convention. He invited the trio to perform at the 1989 Elko Nevada Poetry Gathering. There they ended up singing on stage with Michael Martin Murphey, who invited them to join him on his Cowboy Songs album.

In 1992, Joe and Jack were able to take early retirement from teaching to pursue the Son's growing career full-time. Lon took leave of absence from teaching before resigning in mid 1993. There are a number of avenues of expression opening up to this dynamic trio. Their repertoire includes arrangements for an evening of Western Music and symphony orchestra and they are continuing to field international invitations. Television appearances include the Grand Ole Opry, Austin City Limits, Nashville Now, American Music Shop, Prime-Time Country and Old Time Country Music.

Since 1992, the Sons of the San Joaquin have recorded several albums. One of them being "Gospel Trails" which features some of the Hannah's favorite hymns. One of the selections, "In the Sweet By and By", features a special appearance by Dale Evans Rogers as lead vocalist.

A lifetime of family singing combined with their true love of cowboy music has the Sons of the San Joaquin in constant demand. Family is the key word for the Sons of the San Joaquin. Joe and Carol, Jack and Linda, and Lon and Susan consider anyone who has ever picked up a rope, watched an old Western, or hummed a cowboy tune, to be part of their family.

[Sons of San Joaquin Website - Click Here](#)

Lone Pine Film History Museum



The Lone Pine Film History Museum

The Lone Film History Museum of Film History is dedicated to preserving the diverse movie history of California's Eastern Sierras, including Lone Pine and points North and

the Death Valley region. Located on Highway 395 on the south end of town, the museum's 10,000 square feet of exhibits, an eighty-five seat movie theater and gift shop offer visitors a unique experience helping to document and interpret the cultural heritage of America's cinematic history through film programs, artifact preservation and exhibits.

Museum Makes Name Change...

[read more](#)

However, the museum's largest exhibit is its "Back Lot" – The Alabama Hills, just to the west of town. Since the early 1920s, these rugged, rounded rock formations and meandering gullies have played a "starring role" as Hollywood's Western backdrop for cowboy action thrillers featuring Hopalong Cassidy, Randolph Scott, Gene Autry, Tim Holt and Roy Rogers. William Shatner, Kevin Bacon and Robert Downey Jr. have all filmed in the shadow of Mount Whitney, the highest summit in the contiguous United States, in such films as Star Trek, Tremors, and Ironman.

Come visit and enjoy a very unique film experience ... and join us each Columbus Day weekend for our annual Lone Pine Film Festival honoring the heroes and heroines of the silver screen. Mingle with celebrity guests, visit the movie sites with the "back lot tours;" enjoy classic film screenings, a Saturday night concert featuring the best of America's Western talent, a Sunday Cowboy Church service; and close the weekend with an old fashion "Main Street Parade" and Sunday evening's campfire roundup in the park.

All of this, on location in Lone Pine... "Where the Real West becomes the Reel West!"

The Lone Pine Museum is the fulfillment of the dreams of a number of people in the Lone Pine community with a passion to honor the heritage of western film making in the area. It is meant to

celebrate the men and women, in-front of and behind the cameras, who brought over 700 films to the screen, capturing on film, the cinematic canvas of the Alabama Hills and the Eastern Sierra Nevada mountains

The community's ambitious plans were realized in 2006 with cooperation and support of the people of Lone Pine, the local business Community, and the generous financial support of Beverly and Jim Rogers of Intermountain West Communications Company. Upon completion of the facility, Mr. Rogers's contributed many items from his personal collection for display, including cars, silver saddles, and other valuable film treasures. Also on exhibit are hats and guns from many western stars, there are costumes from *The Shootist*, and a coat that Errol Flynn wore in *Kim*. The Museum has continued to build its collections with donations from numerous individuals in the industry, as well as collectors and interested individuals who believe in the Museums mission to provide both a showplace for Western film artifacts and towards the long term objective to develop an accessible archive for print and visual media celebrating our Western film heritage. The Museum's extended 'Back Lot Tours' are presented with the cooperation and support of the California Bureau of Land Management.

BECOME A MUSEUM MEMBER

WHAT'S IN IT FOR YOU?

Unlimited free general admission is only one of the exclusive benefits offered to members and designed to enhance every visit. Also included are free movie screenings, Friends of the Festival benefits, discounts, Members-only previews of major exhibit openings, and more. Membership dues at all levels sustain the world-renowned Museum of Lone Pine Film History's, collection and support a full calendar of special events.

List of benefits:

Free admission

Free movie nights

Discount on gift shop and online store merchandise

Invitation to all museum events, concerts, exhibit openings, art show receptions, book signings

Members, automatically become "Friends of the Festival" and receive half off the Film Festival Button and all the fringe benefits included

Email notifications of news and happenings.

JOIN NOW

Short Film Festival 2013

The Annual Lone Pine Short Film Festival May 2 - May 5 2013

Inviting both filmmakers and the audience to experience their own relationship to the edge.

Welcoming narrative, documentary, animated and student films under 30 minutes in length.

We want films that startle the eye, filled with unique perceptions from the next generation, exploring the challenges of modern life that seek social, political and economic connections that spread across the urban and rural landscape.

Click Below to register at [withoutabox](#).



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

7

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

FROM: Inyo County Integrated Waste Management

FOR THE BOARD MEETING OF: March 12, 2013

SUBJECT: Consideration of Approval of Appointment of an Alternate Delegate/Technical Liaison to the Regional Council of Rural Counties-Environmental Services Joint Powers Authority (RCRC-ESJPA)

DEPARTMENTAL RECOMMENDATION:

That your Board 1) Consider the approval of the appointment of Scott Eagan as the Alternate Delegate/Technical Liaison to the Regional Council of Rural Counties-Environmental Services Joint Powers Authority (RCRC-ESJPA) and, 2) Authorize the County Administrator to sign the attached letter notifying the RCRC-ESJPA of the Inyo County appointment.

SUMMARY DISCUSSION:

Inyo County Integrated Waste Management is requesting your approval of the appointment of an Alternative Delegate/Technical Liaison to the RCRC-ESJPA. The Alternative Delegate/Technical Liaison would be Scott Eagan, Integrated Waste Management Program Superintendent.

The current Delegate for the ESJPA is Third District Supervisor Linda Arcularius. This request would change the Alternative Delegate/Technical Liaison from Jeff Ahlstrom, former Supervising Landfill Engineer, to Scott Eagan the current Integrated Waste Management Program Superintendent.

Background

A local government agency comprised of 22 rural member counties, the ESJPA provides regulatory advocacy and technical assistance to the member counties, supports local public education campaigns and administers grants for recycling and hazardous waste management programs.

Established in 1993, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) was formed in response to new and costly State and Federal mandates regulating local solid waste management programs. Composed of 22 member counties, ESJPA will advocate on behalf of the member counties and provide ongoing assistance to the counties in their efforts to comply with State and Federal environmental standards, ESJPA's Board of Directors include county Supervisors and technical staff who provide the direction and expertise needed in this critical area.

Relative to more urban areas, the operating and compliance costs associated with waste management programs can be unduly burdensome for rural counties. State law requires all counties to develop programs to achieve a 50% waste diversion or face the possibility of \$10,000 per day fines. Recognizing the challenges facing rural counties the ESJPA has been successful in sponsoring legislation that gives Cal-Recycle the authority to allow a reduction of the 50% waste diversion rate mandate on rural counties. Inyo County was successful in petitioning the State for a 29% annual diversion rate.

ALTERNATIVES:

Your Board could choose not to appoint an alternative delegate; however, that is not the recommendation of staff. The ESJPA is a tremendous benefit to the County and gives the county a voice in the State solid waste regulatory arena.

OTHER AGENCY INVOLVEMENT:

ESJPA member counties.

FINANCING: This action, other than annual dues, will have no impact on the General Fund. This action will provide necessary delegates to the ESJPA. There will be associated meeting attendance costs in attending the ESJPA meetings in Sacramento.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date <u>3.1.13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 1 Mar 13

Integrated Waste Management
Parks and Recreation
Motor Pool



TEL. (760) 873-5577
FAX. (760) 873-5599
E-MAIL: kcarunchio@inyocounty.us

COUNTY OF INYO

Administrative Services
163 May Street
Bishop, California 93514

March 12, 2013

Mary Pitto, Program Manager
Rural Counties' Environmental Services Joint Powers Authority
1215 K Street, Ste 1650
Sacramento, CA 95814

Re: ESJPA Delegate/Alternate Authorization

Dear Ms. Pitto:

On March 12, 2013 the Inyo County Board Clerk affirmed that Scott Eagan will be the ESJPA Alternative Delegate/Technical Liaison who, in the absence of the Delegate, may exercise all rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. This authorization shall remain in effect until further notice.

Sincerely,

Kevin Carunchio, Inyo County Administrator



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
8

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: March 12, 2013

SUBJECT: Approval of MOU between the County of Inyo and the American Red Cross Los Angeles Region

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the Memorandum of Understanding (MOU) between the County of Inyo and the American Red Cross Los Angeles Region for the purpose of defining a framework for cooperation between the two organizations in providing trained personnel to Red Cross shelters during the event of a catastrophic disaster in the area, for the period of March 12, 2013 to June 30, 2015, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo County Health and Human Services (HHS) has a long standing relationship with the American Red Cross Los Angeles Region (ARCLAR) in partnering to assist the communities of Inyo County and the Eastern Sierra during the event of a disaster. Historically HHS has hosted numerous Red Cross trainings for County staff in evacuation/shelter care, First Aid, CPR and mental health care training. Further, Red Cross of Los Angeles has provided Los Angeles-based volunteers to support Inyo County in larger magnitude events that required, for example, evacuation of an entire Inyo County town. Upon request from the local Inyo County Commander of Emergency Operations during a disaster, designated HHS staff are authorized to contact and coordinate with Red Cross, which then allows HHS staff to use Red Cross payment vouchers for certain services provided during the disaster and related to shelter care. HHS Administrative staff annually update Red Cross voucher agreements with local vendors for quick procurement of goods, facilities and supplies during a disaster. The Department houses Red Cross vouchers in a secure location since these vouchers essentially are Red Cross cash to pay for goods and services in all Inyo communities as well as in Pahrump. Such goods and services include groceries, veterinarians, pharmacies, hardware stores, waste management companies, medical supply operators, automotive care, restaurants, department stores, plumbing and heating vendors, propane suppliers. The Department also updates facility agreements with all Inyo County schools and other facilities large enough and appropriate for evacuation centers and/or extended shelter care.

Historically, representatives from ARCLAR have traveled to Inyo County to provide an all-day training to HHS staff on sheltering. Recently, ARCLAR rolled out a new online training system that would allow staff to complete the training online, at a time and place that works with their schedule. To utilize this online system, Inyo County HHS must have this MOU in place. Should your Board authorize this MOU, the term of this agreement will commence the day the Chairperson signs the agreement and will remain in effect for through June 20, 2015, with the ability to extend the MOU for an additional two years if both parties are in agreement.

ALTERNATIVES:

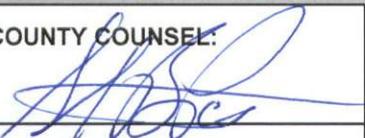
The Board could choose not to sign this MOU which would prohibit HHS from training personnel to work in Red Cross shelter/evacuation center pursuant to Red Cross minimum standards, and may jeopardize our ability to access Red Cross vouchers for goods and services during a disaster.

OTHER AGENCY INVOLVEMENT:

American Red Cross Los Angeles Region

FINANCING:

There are no revenues related to this MOU and the associated work; HHS administrative staff time is donated to this important public service and the costs are spread into 1991 Social Services realignment.

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>3/5/2013</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 3-5-13

Memorandum of Understanding

between

American Red Cross Los Angeles Region

and

Inyo County Health & Human Services



American Red Cross
Los Angeles Region

I. Purpose

The purpose of the Memorandum of Understanding (MOU) is to document the relationship between the American Red Cross Los Angeles Region and Inyo County Department of Health and Human Services. This MOU provides a broad framework for cooperation between the two organizations in providing trained personnel to Red Cross shelters during the event of a catastrophic disaster in the Los Angeles area.

II. Independence of Operations

Each party to this MOU will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and financing its own activities.

III. Organization Descriptions

The American Red Cross is a humanitarian organization led by volunteers and guided by its Congressional Charter and the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross provides relief to victims of disasters and helps people prevent, prepare for and respond to emergencies. The Red Cross provides services to those in need regardless of citizenship, race, religion, age, sex, national origin, disability, sexual orientation, veteran status or political affiliation.

The Vision of Inyo County Government for its public is to provide responsive decision making while supporting cultural and historical values, the natural environment and rural quality of life. The Inyo County Health and Human Services staff is committed to assisting persons in need by providing a range of integrated services, which are focused on improving the client's ability to live independently and productively in the community.

IV. Methods of Cooperation

The American Red Cross Los Angeles Region (ARCLAR) and Inyo County Department of Health and Human Services (herein referred to as PARTNER) desire to expand their mutually-beneficial relationship to enhance community disaster preparedness and coordinate disaster planning and response activities as follows:

American Red Cross Los Angeles Region agrees that it will:

1. Provide online training totaling approximately three and a half hours, which includes an introductory course on disaster services (Disaster Services: An Overview, Module 1) and a course on sheltering (Shelter Fundamentals), to PARTNER members prior to disaster response. If feasible and upon request, Red Cross can provide PARTNER with an instructor-led version of the training components. This will be evaluated by ARCLAR on a case-by-case basis;

2. Notify key members of PARTNER of staffing needs in the event of a catastrophic disaster and provide deployment instruction;
3. Provide background checks free of cost to PARTNER if PARTNER does not conduct a background check meeting Red Cross standards (see Attachment C);
4. Finance all expenses associated with the delivery of course training instruction. If the course is offered in its instructor-led format, the Red Cross will finance expenses associated with course training instruction, limited to course materials and participant certificates.

PARTNER agrees that it will:

1. Identify a point of contact (see Attachment A) to serve as liaisons with ARCLAR to (a) assist the Red Cross in arrangements for training sessions and (b) notify participating members in the event of a catastrophic disaster;
2. Respond to the call for help from ARCLAR at the time of a catastrophic disaster and provide trained members as volunteers for relief work;
3. Ensure that each participating member has undergone and cleared a background check that meets or exceeds the Red Cross minimum standards (see Attachment C). PARTNER agrees that any volunteer, employee or candidate will be precluded from service if the background check shows a court-imposed penalty for one of the crimes and penalties listed in Attachment C. PARTNER also agrees to preclude any individual listed on a state or federal sex offender registry from service. PARTNER will activate only internal employees who have met Red Cross training and background check standards;
4. Provide ARCLAR with written verification (Attachment D) of PARTNER internal background check standards. If PARTNER does not conduct a background check ARCLAR will provide access to a background check;
5. Provide ARCLAR with a written record of course participants who have completed the offered training;
6. Ensure that members will not respond to any emergency or disaster as an affiliated Red Cross worker without the express direction and guidance of ARCLAR.

General

- a. American Red Cross Los Angeles Region and PARTNER will use or display the name, emblem, or trademarks of the other organization *only* in the case of defined projects and *only* with the prior, express, written consent of the other organization.
- b. American Red Cross Los Angeles Region and PARTNER will keep the public informed of their cooperative efforts.
- c. American Red Cross Los Angeles Region and PARTNER will widely distribute this

MOU within the respective departments and administrative offices of each organization and urge full cooperation.

- d. American Red Cross Los Angeles Region and PARTNER will allocate responsibility for any shared expenses in writing in advance of any commitment.
- e. PARTNER agrees to adhere to *Attachment B - the Code of Conduct for the International Red Cross and Red Crescent Movement and Non-Government Organization's in Disaster Relief* as it applies to disaster-caused situations in the USA.

V. Periodic Review and Analysis

Representatives of the American Red Cross Los Angeles Region and PARTNER will, on an annual basis on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate.

VI. Term and Termination

This MOU is effective as of the date of the last signature below and expires June 30, 2015. The parties may extend this MOU for an additional two years, and if so shall confirm this in writing. It may be terminated by written notice from either party to the other at any time.

VII. Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

VIII. Signatures

American Red Cross Los Angeles Region

**Inyo County Department of Health and
Human Services**

By:

Signature

By:

Signature

Name:

Corey Eide

Print Name

Name:

Linda Arcularius

Print Name

Title:

Director, Capacity Building

Print Title

Title:

**Chairperson, Inyo County Board of
Supervisors**

Print Title

Date:

Date:

ATTACHMENT A – Organization Contact Information

Primary Points of Contact

The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

American Red Cross Los Angeles Region Relationship Liaison Contact

11355 Ohio Avenue, Los Angeles, CA 90025

<http://www.redcrossla.org>

Contact	Brandy Welch
Title	Partner Services Manager
Office phone	310-445-2672
Mobile phone	310-592-0347
e-mail	Brandy.Welch@redcross.org

Inyo County Health and Human Services Relationship Liaison Contact

163 May Street, Bishop, CA 93514

<http://www.inyocounty.us>

Contact	Jean Turner
Title	Director
Office phone	760-873-3305
Mobile phone	760-937-5207
e-mail	jturner@inyocounty.us

Partner Primary Operational Contact

Partner Secondary Operational Contact

Contact	Jean Turner	Contact	Linda Benson
Title	HHS Director	Title	HHS Assistant Director
Office phone	760-873-3305	Office phone	760-873-3305
Mobile phone	760-937-5207	Mobile phone	760-937-1686
Home phone	760-873-4740	Home phone	760-933-2241
e-mail	jturner@inyocounty.us	e-mail	lbenson@inyocounty.us
(Please advise any other method of contact in the event of emergency.)		(Please advise any other method of contact in the event of emergency.)	

ATTACHMENT B

Code of Conduct for The International Red Cross and Red Crescent Movement and Non-Government Organization's in Disaster Relief

Principle Commitments:

1. The Humanitarian imperative comes first.
2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.
3. Aid will not be used to further a particular political or religious standpoint.
4. We shall endeavor not to act as instruments of government foreign policy.
5. We shall respect culture and custom.
6. We shall attempt to build disaster response on local capacities.
7. Ways shall be found to involve program beneficiaries in the management of relief aid.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.

More information about the code of conduct can be found at <http://www.ifrc.org/publicat/conduct/>

The Code Register

The International Federation is keeping a public record of all those NGOs who register their commitment to the Code. The full text of the Code including a [registration form](#) is published by the International Federation and is available upon request. (Telephone +41 22 7304222, Fax +41 22 7330395).

Non-governmental Organizations who would like to register their support for this Code and their willingness to incorporate its principles into their work should fill in and return the [registration form](#)

ATTACHMENT C

**Screening Matrix of Crimes &
Court Ordered Penalties**

Crime Type	Key Words
Violent Crime	<input type="checkbox"/> Arson <input type="checkbox"/> Assault <input type="checkbox"/> Battery <input type="checkbox"/> Burglary <input type="checkbox"/> Carrying a concealed weapon <input type="checkbox"/> Child abuse or neglect <input type="checkbox"/> Harassment <input type="checkbox"/> Homicide <input type="checkbox"/> Homicide <input type="checkbox"/> Kidnapping <input type="checkbox"/> Manslaughter <input type="checkbox"/> Murder (including attempted) <input type="checkbox"/> Reckless endangerment <input type="checkbox"/> Unlawful imprisonment <input type="checkbox"/> Unlawful wounding <input type="checkbox"/> Vehicular homicide/manslaughter <input type="checkbox"/> Violation of restraining order
Sex Crimes	<input type="checkbox"/> Child molestation <input type="checkbox"/> Crime against nature <input type="checkbox"/> Indecent exposure <input type="checkbox"/> Pornography <input type="checkbox"/> Presence on a sex offender list or registry <input type="checkbox"/> Prostitution <input type="checkbox"/> Rape <input type="checkbox"/> Selling/distributing child pornography <input type="checkbox"/> Sexual assault <input type="checkbox"/> Sexual exploitation <input type="checkbox"/> Sexual misconduct <input type="checkbox"/> Solicitation of prostitute
Financial Crimes	<input type="checkbox"/> Access Device <input type="checkbox"/> Fraud <input type="checkbox"/> Burglary <input type="checkbox"/> Embezzlement <input type="checkbox"/> Extortion <input type="checkbox"/> Financial exploitation <input type="checkbox"/> Forgery <input type="checkbox"/> Fraud <input type="checkbox"/> Robbery <input type="checkbox"/> Theft <input type="checkbox"/> Worthless Checks
Drug Crimes	<input type="checkbox"/> Manufacturing, delivering, possessing, or using a controlled substance
Miscellaneous Crimes	<input type="checkbox"/> Accessory or principal to a felony <input type="checkbox"/> Evading arrest; fleeing from an officer <input type="checkbox"/> Impersonating an officer <input type="checkbox"/> Obstruction of justice; obstruction of officers <input type="checkbox"/> Perjury <input type="checkbox"/> Tampering with utility meters <input type="checkbox"/> Tampering with a witness <input type="checkbox"/> Threatening telephone calls

Court Ordered Penalties Include:

- Guilty
- No contest
- Nolo contendere
- Probation (including probation pending)
- Deferred (including deferred adjudication, deferred prosecution or deferred dismissed)
- Prayer for judgment
- Expunged/sealed (unless prohibited by state law)

ATTACHMENT D

**Partner Verification/Request
Of Background Check**

(To be completed by an Agency Human Resource Representative)

Please check **ONLY** one.

By checking the below box, you certify that each participating member has *undergone and cleared a background check that meets or exceeds the Red Cross minimum standards* (see Attachment C). PARTNER agrees that any volunteer, employee or candidate will be precluded from service if the background check shows a court-imposed penalty for one of the crimes and penalties listed in Attachment C. PARTNER also agrees to preclude any individual listed on a state or federal sex offender registry from service.

Agency's internal background check meets Red Cross minimum standards.

By checking the below box, you certify that either your agency does not administer a background check or that the background check administered does not meet the minimum standards outlined in Attachment C. You request that the Red Cross administer a background check for participating candidates using mybackgroundcheck.com.

Partner requests Red Cross to administer background check for training candidates.

Signature

Name

Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER 9

FROM: Deputy Public Works Department

FOR THE BOARD MEETING OF: ~~February 26, 2013~~ **MARCH 12, 2013**

SUBJECT: Lease Agreement between the County of Inyo and Timothy Fillmore and Allison Fillmore.

DEPARTMENTAL RECOMMENDATIONS:

Request Board approval of the the Lease Agreement between the County of Inyo and Timothy Fillmore and Allison Fillmore for the real property described as 568 A West Line Street, Bishop, CA 93514, for an initial period of two-years, with three one-year options, in an initial amount of \$1,400.00 per month for the period of April 1, 2013 to March 31, 2015, with a maximum allowed annual increase of 2% for each of the three one-year options exercised by the County, contingent upon the adoption of the 2013-2014 Budget and adoption of future budgets and signatures by appropriate staff, and, authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This lease provides office space for Employee Office, Social Service and Public Meeting Place. The Lease Agreement provides for an initial term of two years commencing April 1, 2013 and ending on March 31, 2015, with three one-year options. The monthly lease amount for the initial term is \$1,400.00 per month or \$16,800.00 per year. Should the County exercise its option for the third year, the monthly lease amount may be increased to a maximum of 2% above the initial term amount to \$1,428.00 per month or \$17,136.00 per year. Should the County exercise its option for the fourth year, the monthly lease amount may again be increased by a maximum of 2% above the current term amount to \$1,456.56 per month or \$17,478.72 per year. Should the County exercise its option for the fifth year, the monthly lease amount may again be increased by a maximum of 2% above the current term amount to \$1,485.69 per month or \$17,828.28 per year. If your Board approves the lease and the County exercised all five year options, the total amount payable under the lease will be \$69,243.00.

ALTERNATIVES:

The alternative would be to find another location. No other office space that would serve the current needs has been identified at this time.

OTHER AGENCY INVOLVEMENT:

County Counsel for review and approval of the Lease Agreement
 Auditor's Office for approval of the Lease Agreement and payment of same.
 Risk Manager for approval of the Lease Agreement.

FINANCING:

The Public Works Department has identified funds for this contract in Budget Unit 011100 Object Code 5291 Maintenance, Buildings and Grounds, Office Space and Site Rental.

Agenda Request Form

Board meeting of February 26, 2013

Subject: Lease Agreement between the County of Inyo and Timothy Fillmore and Allison Fillmore

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>2/20/13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>2/20/13</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 3/1/13

LEASE AGREEMENT

BY AND BETWEEN THE COUNTY OF INYO AND

Timothy and/or Allison Fillmore

THIS LEASE AGREEMENT, made and entered into this 1st day of April 2013 by and between Timothy and/or Allison Fillmore, hereinafter referred to as "lessor," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by Jim Tatum, whose title is: **Deputy Public Works Director**, hereinafter referred to as "County's Lease Administrator," and on behalf of Lessor by Timothy and/or Allison Fillmore.

SECTION TWO. DESCRIPTION.

Lessor hereby leases to County that real property described as **approximately 2,000 square feet of commercial office property located at 568 A West Line Street, Bishop, CA 93514**. Said real property, hereinafter referred to as "leased premises," is leased on the terms and conditions hereafter set forth.

SECTION THREE. PARKING.

County shall have reasonable non-exclusive use of the parking areas located at the **leased address** in common with other tenants and occupants of the leased premises, together with the right of reasonable ingress and egress to the leased premises parking area.

SECTION FOUR. INITIAL TERM AND OPTIONS.

The initial term of this Lease is for **24 months**, commencing on **April 1, 2013** and terminating on **March 31, 2015**. In addition, County shall have **three options** to extend the Lease for additional one-year periods as follows:

- a. From **April 1, 2015** through **March 31, 2016**
- b. From **April 1, 2016** through **March 31, 2017**
- c. From **April 1, 2017** through **March 31, 2018**

County shall exercise such options by giving written notice to Lessor at least thirty (30) days before the expiration of the Lease Term, or an extension thereof.

The notice shall specify the period of the options being exercised. Except as provided for in Section Seven (Rent), the option to extend shall be upon the same terms and conditions as stated in this Lease.

The County shall not be liable for any rent until such time as County occupies the leased premises.

SECTION FIVE. EARLY TERMINATION.

The ability of County to enter into this Lease is based upon available funding from various sources such as, without limitation, grants or other appropriations from other governmental entities. This Lease may be terminated by County at its sole discretion by first giving to Lessor no less than sixty (60) day written notice in the event that, for reasons not reasonably within County's control, such funding from one or more of such sources fails, is reduced, or is otherwise modified in such a manner as to render all or part of the funding unavailable for payment of rent pursuant to this Lease.

SECTION SIX. HOLDING OVER.

Any holding over at the expiration of said term, or extensions thereof, with the consent of Lessor, either expressed or implied, shall be construed to be a tenancy from month to month at the same rental as paid for the last month of the lease period, and shall be otherwise upon the same terms and conditions as are herein provided. Such holding over shall include any time required by County to remove its equipment and fixtures.

SECTION SEVEN. RENT.

The rent reserved to Lessor herein shall be the sum of **One thousand four hundred dollars and No/100 Dollars (\$1,400.00)** per month and shall be paid by the first of the month.

In the event the County exercises its option to extend for any or all of the one-year periods, the rent for such option period may increase as agreed upon by Lessor and County, but not to exceed an increase in excess of **two percent (2%)** of the rent for the previous Lease period.

SECTION EIGHT. PRORATED RENT.

The County shall not be liable for rent until such time as County occupies the leased premises. The rent shall be prorated daily for the number of days that the building is occupied by County in its initial occupancy, if less than a full month, and in holding over pursuant to Section Six (Holding Over).

SECTION NINE. USE.

It is the intention of the County to occupy and use the leased premises for **Employee office, social service, and public meeting place.**

County may use leased premises for other governmental uses, but such uses are subject to approval of the Lessor, which approval shall not unreasonably be withheld.

SECTION TEN. HOURS.

County shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION ELEVEN. ALTERATIONS AND IMPROVEMENTS.

County may make alterations and/or additions to the leased premises. However, any additions, improvements or alterations permanently made or affixed to the leased premises shall be made only with Lessor's written approval. All equipment and non-permanent fixtures installed by County shall remain the property of the County and may be removed by County upon termination of this Lease or any extension thereof. Any damage occasioned by such installation and/or removal shall be repaired by County. All other fixtures, additions, alterations and improvements made by the County to the Leased premises shall become property of Lessor upon termination of this Lease or any extension thereof.

SECTION TWELVE. UTILITIES.

Lessor shall provide and pay for the following utilities: None. County shall provide and pay for the following utilities: **Heating, Cooling, Electricity and Telephone.**

SECTION THIRTEEN. EXTERIOR MAINTENANCE AND TRASH REMOVAL.

Lessor shall furnish at Lessor's sole expense exterior maintenance and trash removal services which may be required on the leased premises. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition. Not including interior cleaning.

SECTION FOURTEEN. MAINTENANCE

Lessor shall, at Lessor's own expense, keep and maintain the entire leased premises, both interior and exterior (including, but not limited to, landscaping, sidewalks, parking lots, and all mechanical, cooling, heating, plumbing, and ventilating equipment, if any), in good order, condition, and repair. Lessor shall make repairs required under this clause within a reasonable time after receipt of written notice of the need of such repairs.

SECTION FIFTEEN. SIGNS.

County may erect signs necessary to identify County's occupancy of the leased premises during the term hereunder. The County shall forward to Lessor the proposed design for said signs prior to placing said signs on the leased premises. County shall not place the proposed signs on the leased premises until Lessor has given Lessor's consent to the proposed signs.

Lessor shall not unreasonably withhold said consent. Signs shall be removed by County at the termination of this Lease.

SECTION SIXTEEN. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by act of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse the County from the payment of any rental or other charge required of County, except as may be expressly provided elsewhere in this Lease.

SECTION SEVENTEEN. WASTE.

County shall give prompt notice to Lessor of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION EIGHTEEN. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be substantially damaged by any cause during the term of this Lease or extension thereof, other than through the fault or neglect of County, to such an extent that the leased premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction; if this Lease is not so terminated, County shall not be liable for any rent until repairs have been made or reconstruction completed by Lessor, so that the leased premises are again ready for occupancy. If the leased premises are substantially damaged or destroyed through the sole fault or negligence of County, its officers, or employees, this Lease may not be terminated by County, and it shall be the obligation of County, at its sole expense, to reconstruct or repair said leased premises.

SECTION NINETEEN. HOLD HARMLESS.

County shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein or thereon caused by the leased premises being out of repair, or by defects in the leased premise, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or criminal acts of third parties or fire, water, gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of Lessor, its officers, agents,

or employees, or co-tenants, or any owners or occupants or adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by Lessor, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the County shall not be liable. County shall, to the extent authorized by law, defend, indemnify, and hold harmless Lessor from and against the same, which is occasioned by, growing out of, arising, or resulting from any willful or negligent act or omission on the part of County, its officers, employees, or agents.

SECTION TWENTY. RIGHT OF ENTRY.

Lessor reserves the right to enter at all reasonable times upon any part of the leased premises, to inspect and examine the same, or to see that the covenants of this Lease are being kept and performed.

SECTION TWENTY-ONE. QUIET POSSESSION.

The Lessor, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that County, upon payment of the rental reserved and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease, or any extensions thereof, without hindrance or interruption by Lessor, its heirs, devisees, successors, or assigns. Lessor has and reserves the right at any reasonable time to entry upon the leased premises, to inspect said leased premises, or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with County's use and enjoyment of the leased premises.

SECTION TWENTY-TWO. NOTICE.

Any notice, communication, amendment, addition, or deletion to this Lease, including change of address of either party during the term of this Lease, which Lessor or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY

Inyo County Health & Human Services Department

163 May Street Address

Bishop, CA 93514 City and State

LESSOR

Timothy and/or Allison Fillmore Name

668 Coastal Hills Drive Address

Chula Vista, CA 91914 City and State

SECTION TWENTY-THREE. ASSIGNMENT AND SUBLEASE.

County agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining written consent of Lessor or its duly authorized agent, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release County from liability hereunder, and any assignee or sublessee shall expressly assume all County's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION TWENTY-FOUR. SUBORDINATION.

County agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by Lessor or owner, or their successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. County agrees to execute and deliver, upon demand of Lessor, any and all instruments desired by Lessor subordinating in the manner requested by Lessor this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, County's right to quiet possession of the leased premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION TWENTY-FIVE. MECHANIC'S LIEN.

County agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of, County, provided however, that County can contest such lien provided it post an adequate bond therefore.

SECTION TWENTY-SIX. COMPLIANCE WITH LAW.

County shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of lease premises, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

SECTION TWENTY-SEVEN. WAIVER.

It is agreed that any waiver by Lessor of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessor to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION TWENTY-EIGHT. DEFAULT.

In the event that Lessor or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION TWENTY-NINE. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION THIRTY. ATTORNEY'S FEES AND COSTS

In any legal proceeding initiated by a party to the Lease against the other party arising from or relating to the Lease or the use of the Leased Premises hereunder, the non-prevailing party shall pay all costs, including reasonable attorney's fees, incurred by the prevailing party in connection with the legal proceedings.

SECTION THIRY-ONE. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION THIRTY-TWO. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

SECTION THIRTY-THREE. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference:

Attachment "A"

SECTION THIRTY-FOUR. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION THIRTY-FIVE. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION THIRTY-SIX. CONSTRUCTION OF AGREEMENT.

Both Lessor and County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against either the Lessor or the County as the drafters of this document.

LEASE AGREEMENT

BY AND BETWEEN THE COUNTY OF INYO AND

Timothy and/or Allison Fillmore

Initial Term of Lease: April 1, 2013 to March 31, 2015

IN WITNESS THEREOF, the parties hereto have set their hands and seals this ____ day of _____.

LESSEE

LESSOR

County of Inyo

Timothy Fillmore

(Please Type or Print Name)

By: _____
Chairperson, Board of Supervisors

By: [Signature]
(Signature)

Date: _____

Date: 2/7/13

Approved as to form and content:

Allison Fillmore

(Please Type or Print Name)

County's Lease Administrator

By: Allison M. Fillmore

Approved as to form and legality:
[Signature]
County Counsel

Date: 2/7/13

Approved as to accounting form and content:

County Auditor

Approved as to insurance and risk management:

County Risk Manager



ATTACHMENT A

LEASE AGREEMENT BY AND BETWEEN
TIM AND/OR ALLISON FILLMORE AND COUNTY OF INYO

TERM:

FROM: April 1, 2013 TO: March 31, 2015

ADDITIONAL TERMS AND CONDITIONS:

WITNESSETH: That for and in consideration of the rents and the performance contained on the part of County, said Lessor does hereby demise and let unto County, and County hires from Lessor those premises described as Commercial Office Space located at 568 A. West Line Street, Bishop, California 93514 for a tenancy of two years commencing on the first day of April 2013 and at a monthly lease amount of One Thousand, Four Hundred Dollars and No/100 (\$1,400.00) per month payable on or before the first day of each and every month. In addition, County shall have three options to extend the lease for additional one-year periods as follows:

- a. From April 1,-2015 through March 31, 2016
- b. From April 1, 2016 through March 31, 2017
- c. From April 1, 2017 through March 31, 2018

County shall exercise such options by giving written notice to Lessor at least thirty (30) days before the expiration of the lease term, or an extension thereof.

The notice shall specify the period of the options being exercised. Except as provided for in Section Seven (Rent), the option to extend shall be upon the same terms and conditions as stated in this lease.

TERMS AND CONDITIONS:

Occupants – Space lease shall be occupied by County only in conjunction with the normal use of County's business and social service operation.

Pet – No pets shall be brought on the premises without prior permission and written consent of Lessor. Pets used in human aid are exempt.

Ordinances and Statutes – County shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

Repairs and Alterations – All alterations, additions, and/or improvements made to the premises with the consent of Lessor shall become the property of Lessor and shall remain upon and surrendered with the premises.

Security – Lessor has charged a security and performance deposit of one thousand dollars (\$1,000.00). This security shall remain as a performance and security of County's obligation. Deposit may be used to satisfy and deficiencies caused by County. Upon termination of lease, Lessor must return any amount remaining along with a full written explanation of all charges against deposit. Return of deposit along with explanation of charges must be complete and returned to County within thirty (30) days of County surrendering premises to Lessor.

Late Fee – A late fee of 10% of the current months rent shall be added if monthly rent is not received by the 15th of the month in which it is due. Any and all unpaid late fees shall be deducted from security deposit.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
10

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: March 12, 2013

SUBJECT: Approval of Parcel Map No.402

DEPARTMENTAL RECOMMENDATIONS:

Accept the offer of a variable right-of-way dedication of South Barlow Lane
Approve Parcel Map No. 402

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Tentative Parcel Map No. 402 was conditionally approved at the October 24, 2012 meeting of the Inyo County Planning Commission. The map is a request by Karen Roseme to divide one parcel into three parcels. The property is located West Bishop area adjacent to South Barlow Lane and approximately 3/4 mile south of West Line Street. The zoning for the parcels are as follows:

R-1 (One-Family Residences), 0.5-acre minimum parcel size. It is also consistent with the requirements of the 2001 General Plan land use designation of Residential Very Low Density (RVL), 2 dwelling units per acre.

The Offer of Dedication for a portion of South Barlow Lane on the west side, which is currently maintained by the County, and acceptance will not affect the current access/maintenance. Inyo County requested the "variable width" right-of-way (ROW) dedication, such that a 60-foot width can be achieved for future reconstruction of South Barlow Lane. If the County were not to accept this Offer the right-of-way, reconstruction could be challenging due to the current right-of-way width differences north and south of this project. Since this will benefit the County, it is recommended that your Board to accept this Offer of Dedication.

The Final Parcel Map has been reviewed by Public Works staff and the County Surveyor and has been found to conform to all requirements. The required Planning Department conditions of approval have been met.

ALTERNATIVES:

Section 66458 of the Government Code states that the legislative body shall, at the meeting it receives the map or, at the next regular meeting after the meeting at which it receives the map, approve the map if it conforms to the Subdivision Map Act and also conforms to the local subdivision ordinance. If the map does not conform, the legislative body shall disapprove the map. Further, if the legislative body does not approve or disapprove the map within the prescribed time, or any authorized extension of time, and the map conforms to all requirements, the map shall be deemed approved. With that said, your Board may:

1. Not approve the map at this time and approve the map at the next regular meeting.
2. Not approve the map and allow it to be deemed approved. This is not recommended because the map conforms to the Planning Commission and Planning Department requirements.

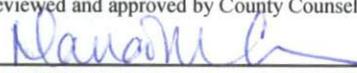
OTHER AGENCY INVOLVEMENT:

Planning Department and the Planning Commission for review of the Tentative Map.
County Surveyor
County Counsel for review of this Agenda item.

FINANCING:

Time to prepare the ARF and review the maps and documents.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) 	Approved: <u>Yes</u>	Date <u>3/1/13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <input checked="" type="checkbox"/> N/A	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: _____ N/A	Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3-6-13



Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263
FAX: (760) 878-0382
E-Mail: inyoplanning@inyocounty.us

NOTICE OF DECISION

October 29, 2012

Karen Roseme
13752 Woodgate Place
Poway, CA 92064-5846

SUBJECT: Approval of Tentative Parcel Map #402/Roseme

On October 24, 2012, the Inyo County Planning Commission considered the above-referenced project. After deliberation, the Commission voted 5-0 to approve the project, with the following Findings and Conditions of Approval.

Findings

- 1.) Based on substantial evidence in the record, the Planning Commission finds that Tentative Parcel Map #402 is in conformance with the Goals and Objectives of the 2001 Inyo County General Plan, the Inyo County Subdivision Ordinance, and Inyo County Zoning Ordinance and the State Subdivision Map Act.

(Evidence: The proposed Tentative Parcel Map is consistent with the zone district of R-1 [One-Family Residences], 0.5-acre minimum parcel size. This action is also consistent with the requirements of the 2001 General Plan land use designation of Residential Very Low Density [RVL], 2 dwelling units per acre. The proposed project will conform with all development standards applicable to the project site. The project also conforms to the provisions of the State Subdivision Map Act.)

- 2.) The Planning Commission certifies that the provisions of the California Environmental Quality Act (CEQA) have been satisfied and finds the project could not have a significant effect on the environment.

(Evidence: In compliance with the requirements of CEQA, an Initial Study and Draft Mitigated Negative Declaration of Environmental Impact were prepared and circulated to the State Clearinghouse, all affected agencies, and all interested parties for public review and comment pursuant to the provisions of the CEQA. The public comment period closed on October 5, 2012. In compliance with Section 15074 of CEQA Guidelines [Consideration & Adoption of a Negative Declaration or Mitigated Negative Declaration], the mitigation measures outlined in the CEQA Checklist [i.e., Offer of ROW dedication; ditch easement] have been adopted as conditions of approval for the project.)

- 3.) Based on substantial evidence in the record, the Planning Commission finds that the site is physically suited for the proposed type and density of development, and finds that the existing and planned public facilities and services are adequate to meet the needs of the proposed project.

(Evidence: The site is designated and zoned for the type of residential use and lot size proposed. Existing and planned public facilities, including fire protection and sewer service, are adequate to service the proposed project.)

- 4.) Based on substantial evidence in the record, the Planning Commission finds that the design of the subdivision or the types of improvements will not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision, or alternate easements have been provided.

(Evidence: The project poses no such conflicts, as there are no easements for public use on or through the property. Rather, to the benefit of the public at large, a condition of project approval requires the dedication of a section of tapered right-of-way along South Barlow Lane, through portions of proposed Parcel 1 and Parcel 2, in dimensions such that a 60-foot road width can in the future be established at the northern property boundary of the property adjacent on the north to project site [APN 011-480-12], and as reflected on the proposed parcel map for the project.)

- 5.) Based on substantial evidence in the record, the Planning Commission finds that the design or proposed improvements are not likely to cause substantial environmental damage, or substantially and avoidably injure fish, wildlife, or their habitat, or cause serious public health, welfare, or safety problems.

(Evidence: Staff at the California Department of Fish & Game have commented that there is the possibility of Owens Valley checkerbloom [Sidalcea covillei] existing on the site, based on the fact that the species has been found in other locations north of the project site. A condition of approval for the project, per recommendation of Fish & Game staff, is that the California Endangered Species Act [CESA] permitting process shall be followed to the satisfaction of California Department of Fish & Game staff.)

Conditions of Approval

1. Hold Harmless: The applicant, landowner, and/or operator shall defend, indemnify and hold harmless Inyo County, its agents, officers and employees from any claim, action, or proceeding against the County, its advisory agencies, appeal boards, or its legislative body concerning Tentative Parcel Map #402/Roseme or applicant's failure to comply with conditions of approval.
2. Conformance with Tentative Map: A Final Parcel Map in substantial conformance with the approved tentative parcel map shall be filed for recordation within two years from the date of approval by the Planning Commission, unless a request for a time extension is received prior to that date, and approved by the Commission.
3. Compliance with the California Subdivision Map Act and Inyo County Code: The developer shall comply with all applicable provisions of the California Subdivision Map Act (Government Code 66410 et. seq.) and Inyo County Code.
4. Taxes and Assessments: Payment of any delinquent and/or due taxes or special assessments shall be made to the satisfaction of the Inyo County Treasurer/Tax Collector prior to recordation of the Final Map.
5. Sewer Service: Compliance with all requirements for sewer service, as stated in the "will serve" letter from Eastern Sierra Community Services District, dated September 20, 2012, shall be met.
6. Offer of ROW Dedication: The applicant shall offer a "tapered" right-of-way (ROW) dedication, such that a 60-foot width can be achieved for future reconstruction of South Barlow Lane, as detailed in the August 29, 2012, memo from Inyo County Public Works staff and as reflected on the proposed parcel map.

7. Ditch Easement: An easement shall be established for the irrigation ditch (and any associated plastic pipe) running north-south across the project site, as detailed in the August 29, 2012, memo from Inyo County Public Works staff and as reflected on the proposed parcel map.

8. California Department of Fish & Game: Compliance with the California Endangered Species Act (CESA) permitting process, to the satisfaction of California Department of Fish & Game staff. The applicant shall be responsible for hiring consultant biologists to survey and submit to Fish & Game staff any needed biological surveys.

If there are any questions regarding the above information, please contact this office.

Respectfully,



Tanda Gretz

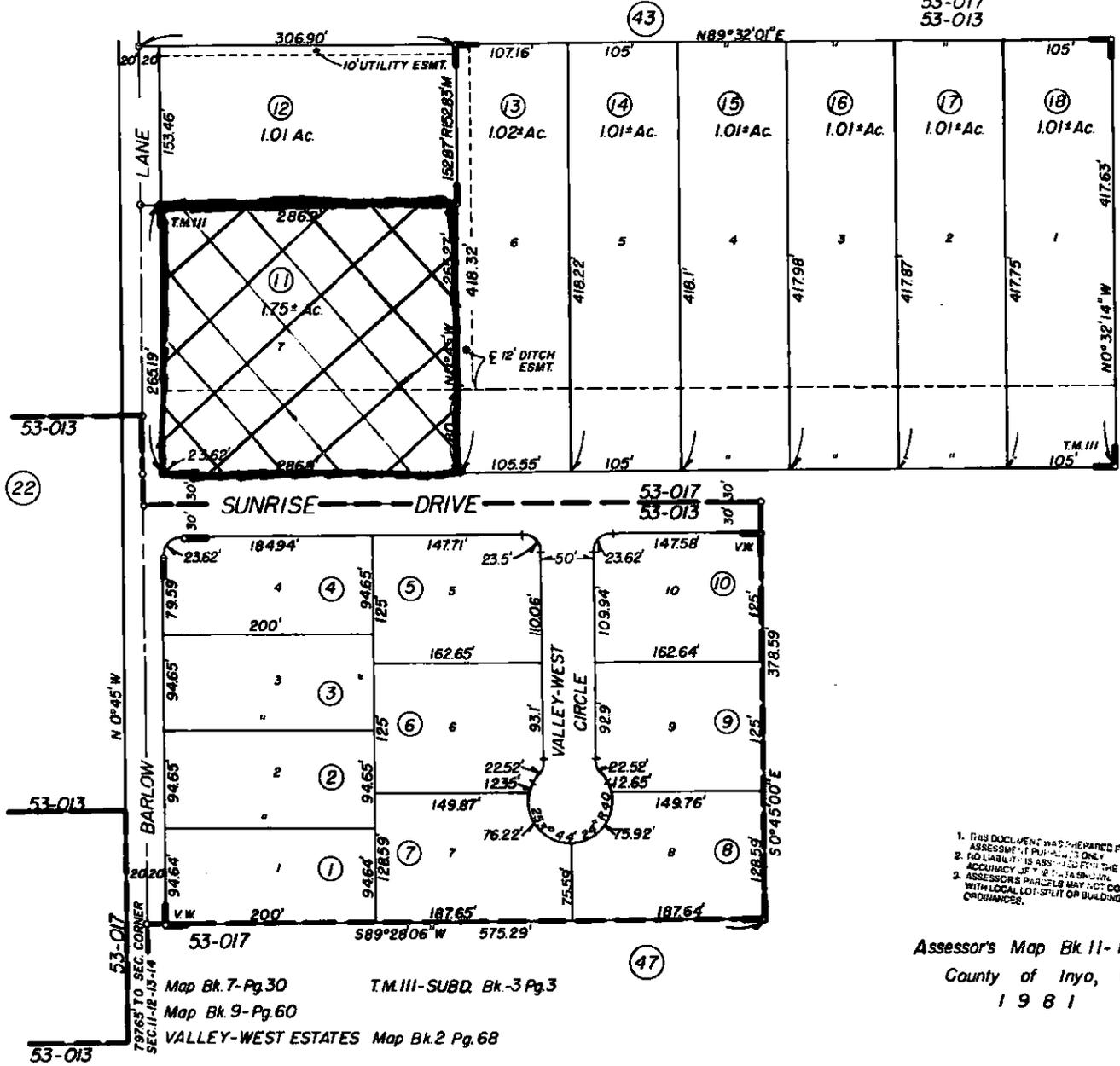
Note: All final decisions of the Planning Commission may be appealed to the Board of Supervisors by the applicant or any interested person. Appeals must be filed in writing to the Inyo County Board of Supervisors within 15 calendar day of the action by the Planning Commission. If an appeal is filed, there is a fee of \$1,000.00. Appeals and accompanying fees must be delivered to the Clerk of the Board Office at the County Administrative Center, Independence, California. If you challenge in court any finding, determination, or decision made pursuant to a public hearing on a matter contained in this agenda, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Inyo County Planning Commission at, or prior to, the public hearing.

REV PAGE
1.14.11

POR SW 1/4 SEC.12, T.7S, R.32E, MDB.8M

TAX RATE AREA
53-017
53-013

11-48



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

Assessor's Map Bk 11- Pg. 48
County of Inyo, Calif.
1981

8-26-82

PARCEL MAP NO. 402

A SUBDIVISION OF PARCEL 7 OF TRACT MAP NO. 111 RECORDED IN BOOK 3 OF SUBDIVISIONS, PAGES 3 AND 4 AND BEING LOCATED IN A PORTION THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 32 EAST, MOUNT DIABLO MERIDIAN, IN THE COUNTY OF INYO, STATE OF CALIFORNIA

OWNERSHIP STATEMENT

WE THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY BEING SUBDIVIDED, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP. WE ALSO HEREBY DEDICATE, IN FEE, TO THE PUBLIC THAT VARIABLE WIDTH RIGHT-OF-WAY ALONG BARLOW LAKE AS DESIGNATED HEREON. WE ALSO HEREBY RESERVE THE 10' WIDE EASEMENT FOR IRRIGATION PURPOSES AS DESIGNATED HEREON.

AS OWNER:

KR
KAREN ROSEME

State of California } SS.
County of Inyo }
On FEBRUARY 26 2013 before me, JERRY M. CORE, Notary Public

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

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

WITNESS my hand and official seal:

Jerry M. Core JERRY M. CORE
Notary Public (sign and print name)

My commission expires: JUNE 9, 2013

County of my principal place of business: INYO

TRUSTEE'S SIGNATURE

Mountain Title Company, a California Corporation, Trustee under a Deed of Trust recorded as Instrument No. 2012-0001981 of Official Records of Inyo County.

Jerry Core
Secretary

State of California } SS.
County of Inyo }

On February 27, 2013 before me, Christine Cortez, a Notary Public in and for said State personally appeared Jerry M. Core who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that s/he/they executed the same in his/her/their authorized capacity(ies), and that by s/he/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal:

Christine Cortez Christine Cortez
Notary Public (sign and print name)

My commission expires: August 14, 2015

County of my principal place of business: Inyo

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF PARCEL MAPS, AT PAGES _____ THRU _____, AT THE REQUEST OF KAREN ROSEME.

KAMMI FOOTE
INYO COUNTY RECORDER

BY: _____
DEPUTY INYO COUNTY RECORDER

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KAREN ROSEME ON JULY 2012. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT SUCH MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JOHN R. LANGFORD
L.S. NO. 3149



EXP. DATE: 6/30/13
2/22/13

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED BY ME AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DEBBY BROWN
C.E. NO. 20889

3-4-13
DATE



CLERK OF THE BOARD'S STATEMENT

ON THE MOTION OF SUPERVISOR _____, DULY SECONDED AND CARRIED, IT IS ORDERED THAT PARCEL MAP NO. 402, BE AND THE SAME, IS HEREBY APPROVED, THAT THE VARIABLE WIDTH RIGHT-OF-WAY ALONG BARLOW LAKE AS DESIGNATED HEREON AND HEREIN OFFERED FOR DEDICATION, IS HEREBY _____, ON BEHALF OF THE PUBLIC. THE CLERK OF THE BOARD IS DIRECTED TO ENDORSE ON THE FACE OF SAID MAP, A COPY OF THIS ORDER AUTHENTICATED BY THE SEAL OF THE BOARD OF SUPERVISORS. I HEREBY CERTIFY THAT THE FOREGOING ORDER WAS ADOPTED BY THE BOARD OF SUPERVISORS AT A MEETING OF SAID BOARD HELD ON _____, 20____.

CLERK OF THE BOARD OF SUPERVISORS:

PAT GUNSOLEY _____ DATE _____

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS ON FILE IN THIS OFFICE, THERE ARE NO LIENS AGAINST THIS SUBDIVISION, OR ANY PART THEREOF, FOR UNPAID STATE, COUNTY, MUNICIPAL, LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

ALISHA MCMURTRIE
INYO COUNTY TAX COLLECTOR

BY: Alisha McMurtrie
DEPUTY INYO COUNTY TAX COLLECTOR

PARCEL MAP BOOK _____, PAGE _____

PARCEL MAP NO. 402

A SUBDIVISION OF PARCEL 7 OF TRACT MAP NO. 111 RECORDED IN BOOK 3 OF SUBDIVISIONS, PAGES 3 AND 4 AND BEING LOCATED IN A PORTION THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 32 EAST, MOUNT DIABLO MERIDIAN, IN THE COUNTY OF INYO, STATE OF CALIFORNIA

BASIS OF BEARINGS: NORTH as determined from NGS Opus solution of using

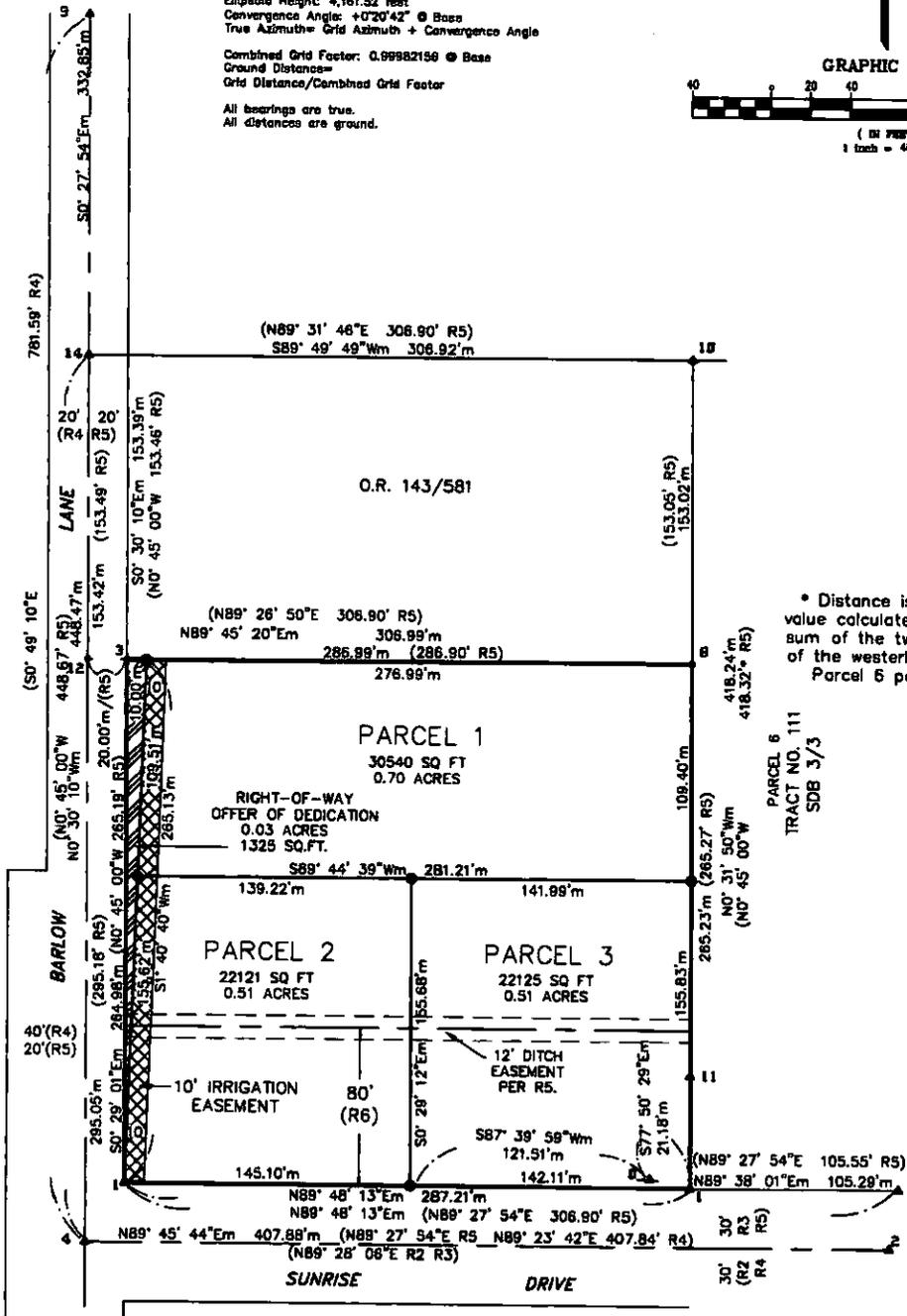
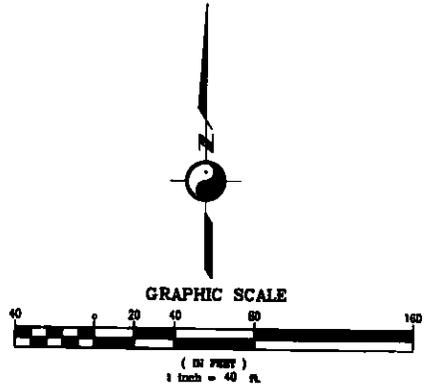
1. PID DN7498 37°33'47.179"N 118°23'13.086"W
 2. PID DN7554 38°58'32.441"N 118°07'08.039"W
 3. PID DN5685 37°38'48.916"N 118°00'01.537"W
 4. PID DK6399 37°21'07.857"N 120°11'48.280"W
 5. PID DN7518 37°12'02.994"N 117°42'18.048"W
 6. PID DK8390 37°15'11.774"N 118°16'33.811"W
 7. PID DN5639 38°35'21.878"N 117°59'38.870"W
 8. PID DK6414 38°18'28.023"N 118°13'45.381"W
 9. PID DN7389 38°56'50.159"N 120°03'28.489"W
- to determine position of Base Point a 3/4" x 24" long Rebar. NGS Opus Latitude & Longitude Base values are:
 37°21'00.50983"N
 118°25'16.85307"W

CCS, Zone IV (NAD83)(2011)(EPOCH2010.0000) coordinate

Base values in feet are:
 Northing: 2,378,162.192
 Easting: 6,728,714.746
 Ellipsoid Height: 4,161.52 feet
 Convergence Angle: +0°20'42" @ Base
 True Azimuth = Grid Azimuth + Convergence Angle

Combined Grid Factor: 0.99982156 @ Base
 Ground Distance =
 Grid Distance / Combined Grid Factor

All bearings are true.
 All distances are ground.



* Distance is a net value calculated as the sum of the two values of the westerly line of Parcel 6 per R5.

PARCEL 6
 TRACT NO. 111
 SDB 3/3

PARCEL MAP NO. 402

A SUBDIVISION OF PARCEL 7 OF TRACT MAP NO. 111 RECORDED IN BOOK 3 OF SUBDIVISIONS, PAGES 3 AND 4 AND BEING LOCATED IN A PORTION THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 32 EAST, MOUNT DIABLO MERIDIAN, IN THE COUNTY OF INYO, STATE OF CALIFORNIA

CORNER DESCRIPTIONS

- ii Control Point: Set 3/4"x24" rebar.
- 1 Found a 2-1/2" O.D. I.P. W/ tag inscribed RCE 20830 set flush with ground @ fence corner. Accepted as property corner per R5.
- 2 Found a 2-1/2" Brass Cap in cast iron monument well inscribed
COUNTY SURVEYOR
—
1973
LS 3462
Accepted as centerline intersection point of Sunrise Drive and Valley Crest Circle per R5
- 3 Found a disturbed 2-1/2" O.D. I.P. W/ tag inscribed RCE 20830. Monument is in substantial accord with the position of the property corner per R5. Corner measurement not used. Position determined by proportion. Nothing set.
- 4 Found a 2-1/2" Brass Cap in cast iron monument well inscribed
COUNTY SURVEYOR
—
1973
LS 3462
Accepted as centerline intersection point of Barlow Lane and Sunrise Drive per R5
- 5 Found a 2-1/2" Brass Cap in cast iron monument well inscribed
COUNTY SURVEYOR
—
1973
LS 3462
Accepted as centerline intersection point of Barlow Lane and Sunset Drive per R5
- 8 Position determined by proportion per R5. Nothing set. A 2-1/2" O.D. I.P. W/ tag inscribed RCE 10465 0.2' above ground bears NO 24' 53"W, 0.37' (0.34' North & 0.03' West per R5) from proportionate position. Monument is in substantial accord with the position of the monument delineated 2" O.D. I.Pipe per R1 and 2" I.P. per R3.
- 10 Found a 2-1/2" O.D. I.P. W/ tag inscribed RCE 20830 set 0.2' above ground @ fence corner. Accepted as property corner per R5. A nail and tag inscribed RCE 10467 set on top of a fence post bears NB 3' 46' 28"W, 2.45' (2.44' west & 0.10' North per R5) from monument.
- 11 Found a 2-1/2" O.D. I.P. W/ tag inscribed RCE 10465 0.2' above ground. Monument is in substantial accord with the position of the monument delineated 2" O.D. I.P. per R1 and 2" I.P. per R3. Said monument bears NO 45' 15"W, 56.82' the southeasterly property corner point z.
- 12 Nail and shiner per R5 not found. Position determined by proportionate measurement. Nothing set.
- 14 Found a PK nail and shiner down 0.2' in pavement. Accepted as centerline of Barlow Lane per R5.

HISTORY OF SURVEYS

- R1: Record of Survey Map recorded on September 19, 1960 in Book 7 of Maps at Page 30.
- R2: Record of Survey Map recorded on July 24, 1968 in Book 9 of Maps at Page 80.
- R3: Record of Survey Map recorded on January 22, 1969 in Book 9 of Maps at Page 87.
- R4: County Surveyor's Map No. 7 dated March, 1973 on file in the Inyo County Department of Public Works Office.
- R5: Tract Map No. 111 recorded on June 3, 1974 in SD Book 3 at Page 3.

LEGEND

- ▲ Found corner as noted in CORNER DESCRIPTIONS hereon.
- Set a 2" aluminum cap inscribed LS 5149 CONTROL on a 5/8"x24" rebar at the Basis of Bearings Opus reference station.
- Proportionate point. Nothing found or set.
- m Based on field measurements.
- (R*) Based on record information per HISTORY OF SURVEYS hereon.



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 11
--

FROM: Public Works Department

FOR THE BOARD MEETING OF: March ~~10~~¹², 2013

SUBJECT: Federal Highway Administration's (FHWA's) Rock Creek Road Improvement Project

DEPARTMENTAL RECOMMENDATIONS: Request that the Board approve of the County's participation in the FHWA's Federal Lands Access Program (FLAP) Rock Creek Road Improvement Project, and authorize the acting public works director to sign the Project Agreement, dated June 4, 2012, and the amendment to the Project Agreement, dated February 5, 2013 that recognizes the funding changes associated with the new Moving Ahead for Progress in the 21st Century (MAP-21) Act.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The proposed project will reconstruct and adjust the profile of Rock Creek Road from the intersection with U.S. 395 approximately nine miles southwest to the entrance to the Rock Creek pack station. The road will be reconstructed and widened to a width of 28 feet to provide a wider uphill shoulder to accommodate a climbing bicycle lane on the northwest side of the road. Eight miles of Rock Creek Road are located within Mono County, and approximately 1.2 miles of Rock Creek Road are located in Inyo County. The project was selected as a Forest Highway Project, originally funded by Federal Lands Highway Program (FLHP) based on an application submitted by Mono County in 2011.

The FLAP program, which is funded by MAP-21, will fund all environmental, engineering, and construction activities for the project. The FHWA is the project manager for the project, and the FHWA and its consultants will provide all environmental and engineering services for the project. The total cost of the project, including environmental, engineering, and construction, is estimated at \$9.8 million. The FHWA has completed the environmental documents and 30 percent complete engineering design for the project. Construction funding is currently programmed for 2017.

The FHWA has requested that Inyo County and Mono County enter into a Project Agreement, dated June 4, 2012, which describes the responsibilities of the United States Forest Service, Mono and Inyo Counties, and the FHWA before, during and after construction. The amendment to the agreement, dated February 5, 2013 recognizes the funding changes associated with MAP-21. The agreement may be terminated by mutual written consent of all parties.

ALTERNATIVES:

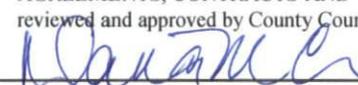
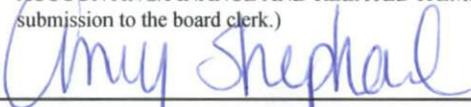
1. The Board could choose to approve of Inyo County's participation in the project, and authorize the Acting Public Works Director to sign the Project Agreement. The FHWA will then include the reconstruction of the 1.2 miles of Rock Creek Road that is within Inyo County; or

2. The Board could choose not to approve of Inyo County's participation in the project, and not authorize the Acting Public Works Director to sign the Project Agreement. Reconstruction of the 1.2 miles of Rock Creek Road that is within Inyo County would not be included in the project, and the project would terminate at the Mono County side of the Inyo-Mono County Line.

OTHER AGENCY INVOLVEMENT:

County counsel to review the Project Agreement

FINANCING: There are no financial impacts from the workshop at this time.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/1/13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3-5-13</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3-5-13



U.S. Department
of Transportation
**Federal Highway
Administration**

Central Federal Lands Highway Division

February 6, 2013

12300 West Dakota Avenue
Suite 380
Lakewood, CO 80228-2583
Office: 720-963-3394
Fax: 720-963-3596
Wendy.Longley@dot.gov

In Reply Refer To:
HFPM-16

Doug Wilson
Interim Director of Public Works
Inyo County
PO Box Q
Independence, CA 93526

Dear Mr. Wilson:

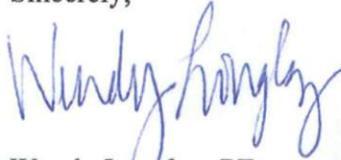
I am pleased to inform you that the Rock Creek Road Improvement Project, originally programmed under the old Forest Highway Program, has been grandfathered into the Federal Lands Access Program (FLAP) by the California Program Decision Committee (PDC). The PDC is comprised of representatives from CALTRANS, the County Engineers Association of California, and the Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD). As part of those committee discussions, CALTRANS has also decided to cover the required 11.47% local match for this project through the use of toll credits. This relieves the County of the local match requirement for this project.

In order for FHWA-CFLHD to expend funds under the FLAP program, and continue design development for this project, we need a current, signed project agreement that recognizes the changes in the program and funding mechanisms. The enclosed FLAP project agreement addresses the program and funding changes and incorporates the original project agreement by reference. There are no changes in the roles and responsibilities as stated in the original project agreement. Inyo County has not yet signed the original project agreement dated June 4, 2012. It is critical to have both of these documents (the original agreement and the FLAP agreement) signed by Inyo County in order to progress with this project.

Please review, sign, and return both of the attached Project Agreements no later than March 15, 2012. Electronic copies of the signed agreement are acceptable and can be sent to me at wendy.longley@dot.gov.

I appreciate your coordination in advancing the development of this project. Please contact me at (720) 963-3394 with any questions.

Sincerely,



Wendy Longley, PE
Project Manager

Enclosures

Federal Lands Access Program, Project Agreement
Original Rock Creek Road Project Agreement

cc (via email):

Lynn Flanigan, Senior Civil Engineer, lflanigan@inyocounty.us

**FEDERAL LANDS ACCESS PROGRAM
PROJECT AGREEMENT
CA FLAP 4S12(1) Rock Creek Road
Date: February 5, 2013**

A. Purpose of this Agreement:

The purpose of this project agreement is to allow MAP-21 funding for design and construction activities required to deliver the CA FLAP 4S12(1), formerly CA PFH 89-1(1), Rock Creek Road Improvement Project. The project will use funds made available under the Federal Lands Access Program (FLAP) and by CALTRANS, in conformance with Title 23 CFR 660.115.

B. Authority:

This Agreement is entered into between the undersigned parties pursuant to the provisions of 23 USC 204.

C. Project Location:

Refer to the attached Inyo National Forest, Rock Creek Road Project Agreement, dated June 4, 2012.

D. Project Scope

Refer to the attached Inyo National Forest, Rock Creek Road Project Agreement, dated June 4, 2012.

E. Project Design Criteria and Compliance Requirements:

Refer to the attached Inyo National Forest, Rock Creek Road Project Agreement, dated June 4, 2012.

F. Project Funding

This project was initially programmed under SAFETEA-LU through the Forest Highway Program in 2011 for \$8.6 million. The California FLAP Program Decisions Committee (PDC) has decided to grandfather this project into the FLAP program for a construction amount of \$8.6 million (CN), along with associated preliminary engineering (PE) and construction engineering (CE) costs. The remaining preliminary engineering costs are \$200,000 and the estimated construction engineering costs are \$1,032,000. The total project need is then \$9.832 million from the FLAP program (PE+CE+CN).

The CA FLAP PDC has decided, for this project, to use CALTRANS toll credits to meet the 11.47% local match requirement for the FLAP program. This amounts to \$1,127,730 in toll credits.

G. Project Responsibilities

Refer to the attached Inyo National Forest, Rock Creek Road Project Agreement, dated June 4, 2012.

H. Project Team Members

Refer to the attached Inyo National Forest, Rock Creek Road Project Agreement, dated June 4, 2012.

I. Project Schedule:

Refer to the attached Inyo National Forest, Rock Creek Road Project Agreement, dated June 4, 2012. An update to this schedule is provided below:

Task	Responsible Lead	Approximate Schedule	Description of Critical Elements
30% Design Review	FLH/INF/Mono and Inyo Co	11/2012	
Environmental Compliance (NEPA)	FLH	02/2013	Categorical Exclusion (Mono County to complete CEQA)
70% Design Review	FLH/INF/Mono and Inyo Co	05/2013	
95% Final Design Review	FLH/INF/Mono and Inyo Co	07/2013	
PS&E Approval	FLH	09/2013	
Advertise	FLH	10/2013	
Award	FLH	12/2013	
Notice to Proceed	FLH	04/2014	
Construction	FLH	2014/2015	

J. Acceptability and Changes:

Refer to the attached Inyo National Forest, Rock Creek Road Project Agreement, dated June 4, 2012.

K. Cancellation

This Agreement may be terminated by mutual written consent of all parties. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

L. Escalation Matrix

Refer to the attached Inyo National Forest, Rock Creek Road Project Agreement, dated June 4, 2012.

This Agreement shall be effective as of the date of the last signature, including Fiscal Year 13 funding.

Originated by:

Department of Transportation
Federal Highway Administration
Central Federal Lands Highway Division

By: Larry D. Anderson 2/6/13
Larry Anderson, Director of Date
Program Administration

Approved by:

Mono County
Department of Public Works

By: _____
Director of Public Works Date

Approved by:

Inyo County
Department of Public Works

By: _____
Doug Wilson, Interim Director Date

Concurred by:

Inyo National Forest

By: _____
Edward Armenta, Forest Supervisor Date

**Inyo National Forest
Rock Creek Road
PROJECT AGREEMENT
FHWA Project CA PFH 89-1(1)
Date: June 4, 2012**

This project agreement describes specific requirements to be fulfilled and duties to be performed by principal partners in order to produce the services and products described herein and agreed to below by their signatory representatives. The purpose of this project agreement is to identify and assign responsibilities for the environmental analysis, design, and construction required to deliver the final project using funds made available under the Forest Highway Program, and to ensure maintenance of the roadway for public use once improvements are made, in conformance with Title 23 CFR 660.105(d)(1) and 660.111(c)(1)&(4).

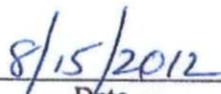
AGREED:

Edward Armenta – Forest Supervisor
Inyo National Forest (INO)

Date



Jim Arkins – Director
Mono County Department of Public Works



Date

Doug Wilson – Interim Director
Inyo County Department of Public Works

Date

Wendy Longley – Project Manager
Federal Highway Administration (FHWA)
Central Federal Lands Highway Division (CFLHD)

Date

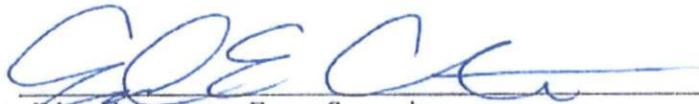
David J. Scott – Acting Director of Engineering
Federal Highway Administration (FHWA)
Central Federal Lands Highway Division (CFLHD)

Date

**Inyo National Forest
Rock Creek Road
PROJECT AGREEMENT**
FHWA Project CA PFH 89-1(1)
Date: June 4, 2012

This project agreement describes specific requirements to be fulfilled and duties to be performed by principal partners in order to produce the services and products described herein and agreed to below by their signatory representatives. The purpose of this project agreement is to identify and assign responsibilities for the environmental analysis, design, and construction required to deliver the final project using funds made available under the Forest Highway Program, and to ensure maintenance of the roadway for public use once improvements are made, in conformance with Title 23 CFR 660.105(d)(1) and 660.111(c)(1)&(4).

AGREED:



Edward Armenta – Forest Supervisor
Inyo National Forest (INF)

8/23/12
Date

Jim Arkens – Director
Mono County Department of Public Works

Date

Doug Wilson – Interim Director
Inyo County Department of Public Works

Date

Wendy Longley – Project Manager
Federal Highway Administration (FHWA)
Central Federal Lands Highway Division (CFLHD)

Date

David J. Scott – Acting Director of Engineering
Federal Highway Administration (FHWA)
Central Federal Lands Highway Division (CFLHD)

Date

**Inyo National Forest
Rock Creek Road
PROJECT AGREEMENT**
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AGREED:

John Armenta – Forest Supervisor
Inyo National Forest (INO)

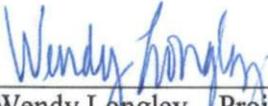
Date

Jim Arkens – Director
Mono County Department of Public Works

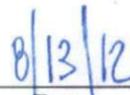
Date

Doug Wilson – Interim Director
Inyo County Department of Public Works

Date



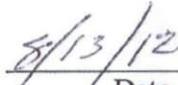
Wendy Longley – Project Manager
Federal Highway Administration (FHWA)
Central Federal Lands Highway Division (CFLHD)



Date



David J. Scott – Acting Director of Engineering
Federal Highway Administration (FHWA)
Central Federal Lands Highway Division (CFLHD)



Date

PROJECT LOCATION:

The Central Federal Lands Division (CFLHD) of the Federal Highway Administration (FHWA), in cooperation with Inyo National Forest (INF), Mono County and Inyo County is proposing improvements to California Forest Highway 89 (CA FH 89) near Tom's Place, CA. The proposed project encompasses approximately 9.2-miles of Rock Creek Road from Tom's Place to Rock Creek Lake. Rock Creek Road is functionally classified as a major collector serving the Inyo National Forest. The roadway accommodates two-way traffic. The proposed project is in a mountainous canyon with elevations ranging from approximately 7000 feet to 9900 feet.

At the 2011 California Forest Highway Program meeting, \$8.6 million was budgeted for the project. The Department of Public Works for Mono and Inyo Counties are the maintaining agencies for Rock Creek Road. Construction funding year for the project is currently indicated at 2017.

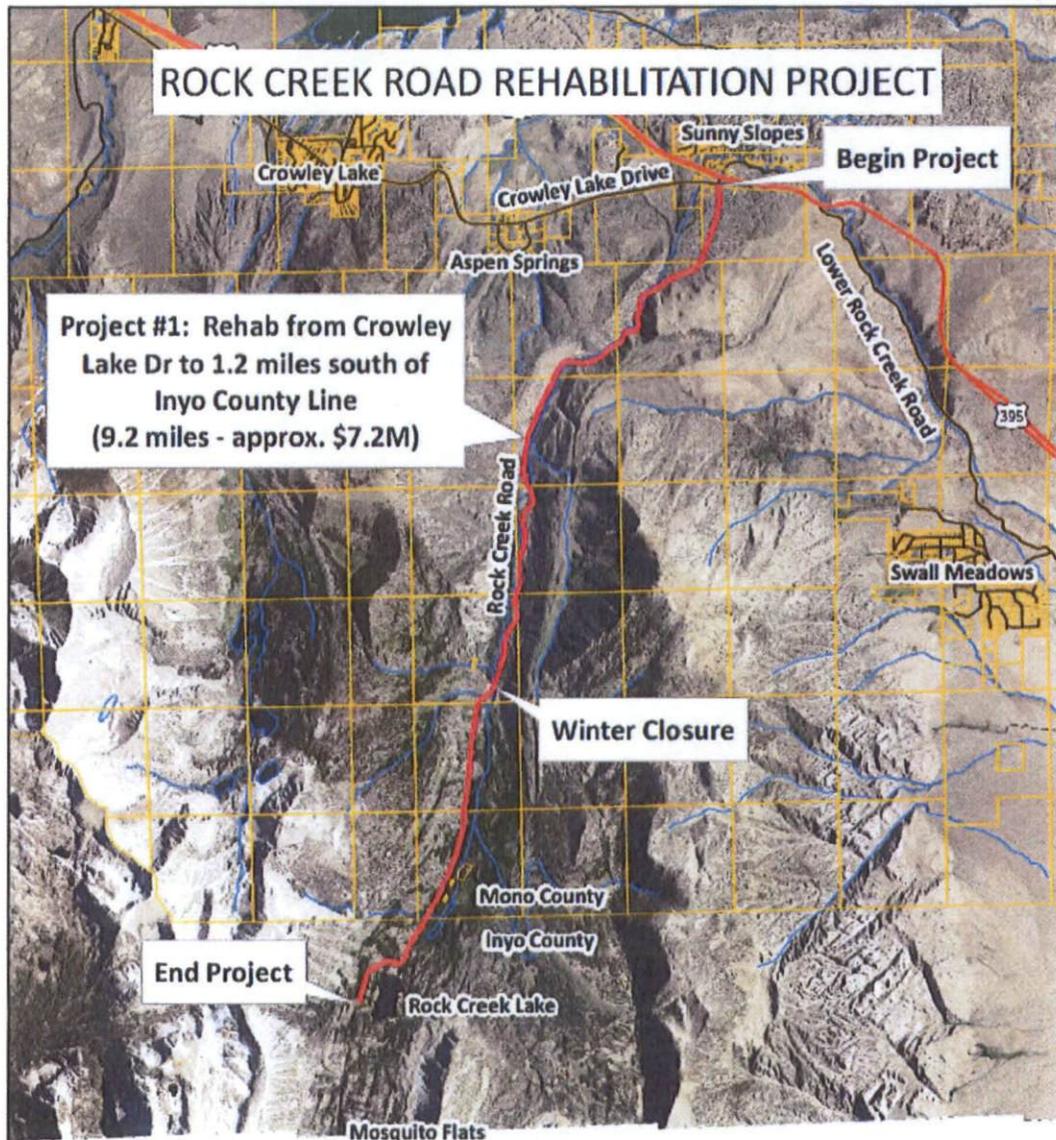


Figure 1: Project Vicinity Map

DESCRIPTION:

This project is designated for Federal Lands Highway Program (FLHP) funding and the Central Federal Lands Highway Division (CFLHD) is designated as an official cooperater in this project.

The project will consist of rehabilitating approximately 9.2 miles of Rock Creek Road. The rehabilitation will include full depth reclamation or pulverizing of the existing 9.2 miles of asphalt roadway including roadside pullouts and parking areas, minor widening to a consistent width, resurfacing with a new asphalt concrete pavement, replacing, adding or cleaning culverts where deficiencies exist, and rehabilitating roadside ditches as necessary. Safety improvements will consist of replacing existing roadway signing where sign reflectivity has diminished, adding chevrons around tight curves at spacing specified in the MUTCD, and placement of new roadway pavement markings.

The roadway has an SADT of approximately 900 vehicles. The Forest Service will provide any additional traffic counts that are available. There have been accidents within the project limits with most being concentrated near the beginning of the project (the intersection of Rock Creek Road and Crowley Lake Dr).

PROJECT SCOPE:

Pavement Structural Section Repair / Rehabilitation:

Pavement rehabilitation will be designed for a 20-year service life.

Rock Creek Road was constructed in the early '60's and has not been overlaid or rehabilitated since. The roadway is generally in poor condition with several sections classified as "failed". A few areas of roadway showed signs of a failing sub-grade. The Federal Highway Administration (FHWA) will identify areas where subgrade conditions require replacement of material (subexcavation) to facilitate stabilization. A thorough pavement investigation will be conducted by FHWA to determine a sufficient structural section.

Cross Section:

The current width varies from 21.5' to 23' wide. The road will be paved to a consistent width of 28' to provide a wider uphill shoulder to accommodate bicycle traffic.

Geometry:

No horizontal or vertical alignment changes will be made within the limits of the project.

Parking:

All parking areas or pullouts within the project limits will be evaluated by the INF and the FHWA staff to identify improvement opportunities.

There are approximately eleven informal pullouts and two parking areas along the proposed route. The pullouts will be evaluated by Mono County, the INF and the FHWA to identify if it is appropriate to pave. The parking areas are proposed for rehabilitation, including paving and parking delineations (striping). Other improvements, including sidewalk and/or ADA ramps will be evaluated on a case by case.

Approach Roads:

There are approximately 29 approach road intersections within the proposed project limits, some of which have been partially obliterated. These approaches will be evaluated by the INF and the FHWA to determine if they should remain or completely obliterated. It is anticipated that the rehabilitation of all other approach aprons will be performed in conjunction with the roadway paving.

Roadside:

Minimum disturbance is expected to the roadside (five to six feet each side beyond the edge of existing pavement). Disturbed areas will be reseeded and mulched to promote native re-vegetation in these areas. Plans and specifications will include Best Management Practices, an Erosion Control Plan, and a Re-vegetation Plan, if necessary.

Drainage:

All drainage features will be evaluated and replaced or cleaned as necessary. The headwalls at the four large crossing will be evaluated for reconstruction or modification to achieve the necessary width across the structures.

Safety:

The proposed route will be evaluated for opportunities to improve the vehicular and pedestrian safety features. The safety evaluation will include the following:

- Design speed
- Clear Zone
- Sight distance
- Bicycle / Pedestrian usage
- Review accident data
- Signing and pavement markings

Utilities:

There is underground sanitary sewer, water, telephone, and electrical lines located within the project. None of these should be impacted due to construction.

Right of Way:

There are no private parcels within the project limits. There are, however, lessees of FS land that will need to be coordinated with during the development of the project.

DESIGN CRITERIA:

FS, AASHTO, and FHWA standards and regulations will guide selection of final design criteria and construction methods and procedures. Horizontal/vertical alignments and design speeds will not be modified unless the current element or alignment dictate a revision is necessary. All design exceptions will be validated and documented. Social, economic, and environmental mitigation requirements will be incorporated into the final design and specifications.

COMPLIANCE/REGULATORY REQUIREMENTS:

National Historic Preservation Act

A Cultural Resource Survey and coordination with Native American tribes will be required for compliance with the National Historic Preservation Act.

National Environmental Policy Act and Endangered Species Act

The FHWA will complete the environmental document for this project. Given the projects scope of work, it is anticipated the document will be a categorical exclusion. There is potential for FS sensitive species along the route so a Biological Assessment/Evaluation will be required.

Wetlands and Water Resources

Rock Creek in on the State of California 303d list of impaired water bodies for Total Dissolved Solids. Wetlands may also be present at the large creek crossing as well as in roadside ditches. Wetland delineation will be performed and all State of California water resources requirements will be incorporated.

Project Permits

404 Permit/401 Certification

The FHWA will obtain a Corps of Engineers 404 permit and State Water Quality 401 certification needed. If a 404 permit is necessary, either nationwide or individual, then 401 certification must also be obtained.

All California Environmental Quality Act (CEQA) compliance documentation will be completed by Mono County.

NPDES Permit:

The FHWA will obtain the NPDES Permit from the regional water quality control board (California's Construction General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities). Upon completion of the construction project, FHWA will transfer the NPDES permit to Mono County.

Encroachment Permit:

A Caltrans Encroachment Permit will be required for any work within the SR-395 right-of-way, including advanced construction warning signs.

An Inyo County Encroachment Permit will be required for any work within Inyo County.

FS Special Use Permit:

Forest Service Special Use Permits may be required for construction staging areas, disposal/waste areas and material source locations

PROJECT FUNDING AND TIMING:

This project is currently programmed for funding in fiscal year 2017.

PROJECT RESPONSIBILITIES:

United States Forest Service – Inyo National Forest

During Project Development, the INF will:

1. Review and sign this Project Agreement.
2. Attend reviews and meetings.
3. Provide assistance to the County and FHWA for environmental studies.
4. Review the environmental documents and plans, specifications, and estimate (PS&E) at each phase of the design and provide project development support.
5. In coordination with the FHWA project manager, ensure that completed PS&E are consistent with the intended outcome.
6. Provide overall direction regarding FS policy and administration for the project and concur with the final plans and specifications.
7. Provide a fire plan for incorporation into the Special Contract Provisions.
8. INF will coordinate with the Pacific Southwest Regional Office of the Forest Service to issue a Letter of Consent prior to advertisement.

During Construction, the INF will:

1. Provide a Special Use permit for any lands within the National Forest used for material sources, or as staging areas for the contractor.
2. Enter into a formal partnering work session and agreement with all parties involved in the construction contract (FS, FHWA, Mono and Inyo Counties, contractor, etc.).
3. Designate a representative who will be the primary contact for the FHWA's Project Engineer.
4. Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E.
5. Attend final inspection with the FHWA and Mono and Inyo Counties upon completion of construction.

Mono County

During Project Development, Mono County will:

1. Review and sign this Project Agreement.
2. Attend reviews and meetings.
3. Provide available data on traffic, accidents, material sources, construction costs, and other technical information, which may be helpful to the project development.
4. Review the environmental documents and plans, specifications, and estimate (PS&E) at each phase of the design and provide project development support.
5. Provide utility information and coordination.
6. Provide CEQA compliance documentation.

During Construction, the Mono County will:

1. Enter into a formal partnering work session and agreement with all parties involved in the construction contract (FS, FHWA, Inyo County, contractor, etc.).
2. Designate a representative who will be the primary contact for the FHWA's Project Engineer.

3. Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E.
4. Attend final inspection with the FHWA, Inyo County and INF upon completion of construction.

After Construction, Mono County will:

1. Assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted.
2. Provide long-term maintenance and operation of Rock Creek Road.

Inyo County

During Project Development, Inyo County will:

1. Review and sign this Project Agreement.
2. Attend reviews and meetings.
3. Provide available data on traffic, accidents, material sources, construction costs, and other technical information, which may be helpful to the project development.
4. Review the environmental documents and plans, specifications, and estimate (PS&E) at each phase of the design and provide project development support.
5. Provide utility information and coordination.

During Construction, the Inyo County will:

1. Provide an Encroachment permit for work to be performed within the county.
2. Enter into a formal partnering work session and agreement with all parties involved in the construction contract (FS, FHWA, Mono County, contractor, etc.).
3. Designate a representative who will be the primary contact for the FHWA's Project Engineer.
4. Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E.
5. Attend final inspection with the FHWA, Mono County and INF upon completion of construction.

After Construction, Inyo County will:

1. Provide long-term maintenance and operation of Rock Creek Road.

Federal Highway Administration, Central Federal Lands Highway Division

During Project Development, the FHWA will:

1. Develop and sign this Project Agreement.
2. Manage project development schedule and preliminary engineering costs.
3. Complete cultural resource surveys and biological assessment studies as necessary.
4. Prepare and sign the environmental document.
5. Obtain all necessary permits.
6. Prepare the PS&E for the proposed project.

Mono County Department of Public Works

PO Box 457
Bridgeport, CA 93517

Jim Arkens Director	Phone: (760) 932-1703 E-mail: jarkens@mono.ca.gov
Garrett Higerd Interim Assistant Director	Phone: (760) 932-5457 E-mail: Ghigerd@mono.ca.gov

Inyo County Public Works Department

PO Box N
Independence, CA

Doug Wilson Acting Director of Public Works	Phone: (760) 878-0201 E-mail: dwilson@inyocounty.us
Lynn Flanigan Senior Civil Engineer	Phone: (760) 878-0347 E-mail: lflanigan@inyocounty.us

Central Federal Lands Highway Division

12300 West Dakota Avenue
Lakewood, CO 80228

Wendy Longley Project Manager	Phone: 720-963-3664 E-mail: wendy.longley@dot.gov
Stacy Diccicco Design Team Leader	Phone: 720-963-3663 E-mail: Stacy.diccicco@dot.gov
Cole Brown Environmental Lead	Phone: 720-963-3691 E-mail: coleen.brown@dot.gov
Steve Deppmeier Pavements Engineer	Phone: 720-963-3504 E-mail: Steven.deppmeier@dot.gov
Rick Simansons Forest Highway Program Engineer	Phone: 720-963-3626 E-mail: Rick.simansons@dot.gov
Bob Bowden Construction Operations Engineer	Phone: 720-963-3595 E-mail: Robert.bowden@dot.gov

Mark Meng Contract Development Engineer	Phone: 720-963-3727 E-mail: Mark.meng@dot.gov
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Jacobs Engineering
707 17th Street, Suite 2300
Denver, CO 80202

Michael Butters A/E Project Manager	Phone: 303-820-4803 E-mail: Michael.butters@jacobs.com
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Berwyn Wilbrink A/E Design Manager	Phone: 602-530-1661 E-mail: berwyn.wilbrink@jacobs.com
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Jim Clarke A/E Environmental Lead	Phone: 303-820-5218 E-mail: Jim.clarke@jacobs.com
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PROJECT SCHEDULE:

Task	Responsible Lead	Schedule	Description of Critical Elements
		Target Completion Date	
Project Development Planning	FHWA	12/11	Project Development Plan
Environmental Compliance	FHWA	3/13	Categorical Exclusion
30% Design Review	INF/FHWA/ Mono and Inyo Counties	9/12	
70% Design Review	INF/FHWA/ Mono and Inyo Counties	6/14	
95% Final Design Review	INF/FHWA/ Mono and Inyo Counties	3/15	Development of final contract documents
PS&E Approval	FHWA	6/15	
Permits	FHWA	3/15	
Advertise	FHWA	6/15	
Award	FHWA	8/15	
Notice to Proceed	FHWA	8/15	

Task	Responsible Lead	Schedule	Description of Critical Elements
		Target Completion Date	
Contract Completion	FHWA	3/16	

Note: Preliminary Schedule Subject to Change.

BUDGET:

FHWA Preliminary Engineering

Fiscal Year	<u>FY12</u>	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>Total</u>
Pavements	\$77,000	\$11,000		\$1,000		
Highway Design	\$65,000	\$165,000		\$4,000		
Environment	\$98,600	\$10,000		\$2,000		
Permits	\$4,000	\$11,000	\$2,000	\$500		
Survey & ROW	\$84,200	\$65,000				
Structures	\$20,500	\$50,000				
Project Management	\$69,400	\$50,000	\$4,000	\$20,000	\$25,000	
Total Preliminary Engineering:	\$418,700	\$362,000	\$6,000	\$27,500	\$25,000	\$839,200
Total PE % = 10.2%						
Total Construction:			(Preliminary Estimate)			\$8,200,000
Construction Engineering:						\$820,000
Total PLH funds:						\$9,859,200

CONTRACTING AND PROCUREMENT:

FHWA, as the contracting office, will review the available contracting options, and with the concurrence of the Forest Highway, utilize the most effective contracting method. Where possible, A+B (Cost + Time) will be used to determine the lowest bidder, and minimize disruption due to construction operations.

The Contract Special Provisions will make an offer to the contractor to enter into a partnering work session with all parties involved in the contract. In addition, the contractor will be encouraged to develop, prepare, and submit value engineering change proposals (VECPs) and share in any contract savings realized from accepted VECPs.

ACCEPTABILITY AND CHANGES:

Unless this agreement is modified in writing, it is expected that this project will be delivered within the stated scope, schedule, and budget. If changes are required, the responsible team member will escalate

the change needs, with justification for the change, to the team leaders. The team leaders will assure that additional funds are available to accommodate the change. It is the responsibility of the project development team to recognize when changes are needed and to make timely notification to management in order to avoid project delivery delays.

ESCALATION MATRIX:

CFLHD	INF	Mono County	Inyo County
Project Development Team	Project Development Team	Mono County Staff	Inyo County Staff
Project Manager: Wendy Longley Construction Operations Engineer: Bob Bowden	Assistant Forest Engineer: Adrienne Dunfee	Interim Assistant Director: Garrett Higerd	Senior Civil Engineer: Lynn Flanigan
Project Development Engineer: David Scott Construction Engineer: Curtis Scott	Forest Supervisor: Edward Armenta	Assistant Public Works Director: Jeff Walters	Acting Public Works Director: Doug Wilson
CFLHD Division Engineer: Ricardo Suarez	Regional Engineer Earl Applekamp	Mono County Board of Supervisors	Inyo County Board of Supervisors



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: Supervisor Matt Kingsley

FOR THE BOARD MEETING OF: March 12, 2013

SUBJECT: Letter of Support for Lone Pine Indian Reservation's ICDBG Funding Application for Improvements to Reservation's Water System.

DEPARTMENTAL RECOMMENDATION: - Request approval of the letter supporting the Lone Pine Indian Reservation's Community Development Block Grant Application (ICDBG) for funds to improve the water system; and authorize the Chairperson to sign.

SUMMARY DISCUSSION: - I received a request for Board Support of the Lone Pine Indian Reservations application for 2013-14 Community Development Block Grant (ICDBG) funds to improve the reservations water system. I believe that this project will greatly benefit the people living on the reservation and I am please to request our Board support their application by approving the draft letter.

ALTERNATIVES: - Staff awaits our Board direction regarding changes to the letter.

OTHER AGENCY INVOLVEMENT: - N/A

FINANCING: - There is no fiscal impact expected from this action. This application does not compete with projects that might be forth coming from the County for CDBG funds because these are Block Grant Funds earmarked to assist Native American Tribes and Reservations.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 3-4-13



BOARD OF SUPERVISORS COUNTY OF INYO

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

MEMBERS OF THE BOARD
LINDA ARCULARIUS
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

March 12, 2013

Ms. Mary Wester, Tribal Chairperson
Lone Pine Indian Reservation
Lone Pine, CA 93545

Re: Support for Indian Community Development Block Grant (ICDBG) for Water System Improvement

Dear Chairperson Wester:

The Inyo County Board of Supervisors is pleased to support the Lone Pine Indian Reservation's application for ICDBG funding. The Tribe is requesting \$605,000 in ICDBG funds to improve the Reservations water system. The Board understands the improvement project was selected for the 2013-2014 ICDBG funding after a public hearing was conducted wherein the Tribe considered its needs, funding levels and strategies to utilize this round of ICDBG funds to meet Tribal needs. The Lone Pine Indian Reservations has also informed the Board that it expects to conduct the community income survey that is required in conjunction with this project, thus meeting the requirements for project funding.

The Tribes pursuit of outside funding to assist in improving its Reservations is commendable. The Lone Pine Indian Reservation is looking for funding to improve its water system which will improve the quality of life and enhance public safety of those living on the Reservation. The Inyo County Board of Supervisors is strongly in favor of the Lone Pine Indian Reservation's project and is pleased to offer its recommendation that the project be fund with 2013-14 ICDBG funds.

Sincerely,

Supervisor Linda Arcularius, Chairperson
Inyo County Board of Supervisors



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: County Administrator / Public Works / County Counsel / Treasurer-Tax Collector / Auditor-Controller

FOR THE BOARD MEETING OF: March 12, 2013

SUBJECT: Installation and Financing of Photovoltaic Electric Systems at the County's Independence Campus

DEPARTMENTAL RECOMMENDATION:

Request your Board consider proceeding with the financing and installation of the photovoltaic electric system project proposed for the County's Independence campus, including:

- a) Reviewing and approving the revised cash flow analysis evaluating the cost of the re-sized photovoltaic system related to the terms of the California Energy Commission loan, anticipated energy cost-savings associated with the project, and the availability of rebates from the Los Angeles Department of Water & Power;
- b) Approving an amendment to the Solar Purchase and Installation Agreement reflecting the refined and downsized photovoltaic system design, and assurances that Solar City will complete the project in time for the LADWP rebate to be fully disbursed by the deadline;
- c) Authorizing the County Administrator to proceed with signing loan documents with the California Energy Commission for a \$992,054, 15-year loan, at one-percent annual interest;
- d) Amending the FY 2012-13 Deferred Maintenance budget (011501) as follows: increase estimated revenue in Loan Proceeds (4990) by \$992,054 and DWP Contribution (4563) by \$889,919 and increase appropriation in Construction in Progress (5700) by \$1,881,973. (*4/5th vote required*); and,
- e) Authorizing the use of a treasury loan or loan from reserves, to be approved at a future Board meeting, if determined to be necessary to bridge expenses the County incurs in installing the photovoltaic system until the County receives its CEC loan proceeds and rebates from the Los Angeles Department of Water and Power Solar Incentive Program.

SUMMARY DISCUSSION:

Background

On March 16, 2010, the Board of Supervisors authorized the execution of a Non-Disclosure and Exclusive Negotiations Agreement with TerraVerde Renewable Partners, LLC, for the development of potential financing and ownership structures for the installation of photovoltaic electric systems at County-owned facilities. Under this arrangement, TerraVerde was provided an opportunity to develop, for the County's consideration, various arrangements whereby the County could finance and install photovoltaic electric systems at County-owned facilities. The agreement did not obligate, or commit the County to proceed with any proposals developed and submitted by TerraVerde, but provided TerraVerde with the exclusive right to the County's consideration of such proposals for 12-months from the date of the agreement.

Pursuant to the agreement, TerraVerde proceeded to solicit and evaluate proposals from solar installers to design and install solar electric systems at County-owned facilities. Through this process, it was deemed cost-effective to install photovoltaic electric systems at four (4) locations to serve County buildings in Independence: the Courthouse/Annex/Health Department buildings, the Administration building, the Jail, and Juvenile Hall.

Based on the proposals submitted, TerraVerde recommended that the County consider entering into a Solar Purchase and Installation Agreement with Solar City Corporation to design and install a 612.8-kilowatt (kW) photovoltaic system for a price of \$3,302,992. The system would be comprised of a 182.28 kW roof, carport and ground mounted system to serve the Historic Courthouse, Annex and Health Department buildings; a 29.40 kW system roof-mounted system to service the Administration building; a 283.5 kW ground mounted system for the Jail; and, a 117 kW ground mounted system for the Juvenile Hall. The system was expected to qualify for a \$1,781,681.22 incentive, or rebate from the Los Angeles Department of Water and Power based on the current \$0.11 per kWh incentive level. The agreement with Solar City was approved by the Board of Supervisors on September 7, 2010, and allows the County to terminate the agreement with Solar City within 30-days if the County is not able to secure acceptable financing, including confirmation of the LADWP rebates.)

Based on the photovoltaic system proposed by Solar City, TerraVerde solicited various financing proposals to fund the project. (When considering entering into the agreement with TerraVerde, it was noted that, under TerraVerde's model, financing is usually obtained from private investors who can leverage tax credits, as well as utility rebates, that are not always available to government agencies, like the County. As a result of being privately financed, the cost of a photovoltaic electric system project can often be brought down lower than what a government agency could accomplish by financing the project on its own.) As the result of this effort, TerraVerde submitted a financing proposal for Saulsbury Hill Financial for consideration by the County. The Financial Advisory Committee reviewed the proposal on August 31, 2010.

The Saulsbury Hill proposal was based on an effective interest rate of 5.50% and a 20-year term. The associated cash flow analysis presented to the Financial Advisory Committee showed the LADWP rebate being applied to the debt service in the first year of the project after which, based on projected savings in energy costs, the project would generate a positive cash flow in years two (2) through 20. After 25 years, the cumulative savings in electrical costs the County expected to receive from the project was over \$2 Million. The Financial Advisory Committee unanimously voted to recommend the financial proposal from Saulsbury Hill to the Board of Supervisors pending resolution of certain contract issues to the satisfaction of County staff and, if feasible, debt service payments being made equal over the term of the agreement.

Subsequent discussions between County staff, TerraVerde Renewable partners, and Saulsbury Hill Financial revealed the company's proposal was materially different from what had originally been represented to the County, and that Saulsbury Hill was essentially proposing the County issue Certificates of Participation (COPs) instead of a capital lease to fund the photovoltaic project. As a result, staff involved in the discussions recommended that the Financial Advisory Committee evaluate other mechanisms for financing the project before proceeding with the Saulsbury Hill proposal. The Financial Advisory Committee agreed, indicating that if COPs were going to be used to finance the solar project, a larger COP issuance might be desirable to also fund other capital projects in the County including: a new Animal Shelter; Agricultural Warehouse; and, various Deferred Maintenance projects. The Financial Advisory Committee subsequently reviewed pro-formas for a comprehensive COP issuance, and referred the matter to the Board of Supervisors for consideration during the Fiscal Year 2011-2012 Budget Process; noting that in order to proceed with considering this financing package an indication of Board interest would be appropriate and updated project cost data necessary. The Board of Supervisors subsequently determined that, before proceeding further,

updated project cost data was necessary and tasked the Public Works department with updating costs associated for the Animal Shelter, Agricultural Warehouse, and a variety of Deferred Maintenance projects. Public Works is in the process of compiling this updated cost data.

Status Update

Project Scope. Preliminary engineering design work and structural analysis conducted by Solar City in coordination with staff in the Public Works department after the contract with Solar City was executed indicated that roof mounted energy photovoltaic systems are inadvisable for the County Administrative Center, Courthouse, Annex, and Health buildings. As a result, the scope of the project was re-designed to eliminate attempting to power the Administrative Center building with photovoltaics, and removing the roof-mounted arrays from the Courthouse, Annex and Health buildings. As a result, the size of the project was reduced from 612.8-kilowatt (kW) to 426.8 kW consisting of a combination of primarily ground-mounted, and some carport mounted photovoltaic arrays. This downsizing from four (4) to three (3) sites reduced the cost of the project from an estimated \$3,302,992 to \$2,210,952.

Project Cost. As a result of decreases in the cost of photovoltaic panels since the original contract was negotiated with Solar City, Terra Verde was able to negotiate a further reduction in project costs with Solar City in late 2012. The project cost for the re-sized project is now \$1,881,973 for a 426.8 kW system.

CEC Loan. In late 2011, as County staff was exploring the feasibility of a bundled Certificate of Participation issuance to fund a variety of capital projects – including the photovoltaic project for the Independence campus, a new Animal Shelter, etc. – TerraVerde alerted staff to the availability of a California Energy Commission (CEC) loan program that would provide funding for a portion of project costs at a 3% interest rate and 15-year term. On November 1, 2011, the Board of Supervisors authorized submittal of a loan application to the CEC.

The Board's approval to submit the loan application was conditioned on prior to executing the loan agreement and related documents, the County Administrative Officer first ensures (a) that the Board has approved an amendment to the Solar Purchase and Installation Agreement reflecting the refined and downsized photovoltaic system design, and assurances that Solar City will complete the project in time for the loan to be fully disbursed by the deadline; (b) that the Board has fully reviewed and approved a revised cash flow analysis evaluating the cost of the re-sized system related to the terms of the CEC loan, anticipated energy cost-savings associated with the project, and the availability of rebates from the Los Angeles Department of Water & Power; and, (c) that staff has reviewed and approved the final loan documents.

Since submittal of the original loan application, the CEC's loan program has been modified in favor of the County. The new interest rate on the 15-year loan is 1%, instead of the originally anticipated 3%. Additionally, CEC staff determined that the re-sized photovoltaic project qualifies for a loan up to \$992,054. On February 28, 2013, the CEC approved the loan to the County.

If the County accepts the CEC loan and proceeds with the project, the County will be eligible to draw upon the funds 3-4 weeks from payment of project costs and submittal of reimbursement claims to the CEC. The County's annual loan payment will be \$71,551 per year for 15-years.

LADWP Rebates. In the fall of 2010, on behalf of the County, TerraVerde submitted applications securing solar rebate incentives from LADWP for projects at each of the four original sites. Although the project has since been downsized, TerraVerde informs us that the rebate funds have been reserved for the County, and that the actual amount of the rebate will be calculated using LADWP's Expected Performance Based

Buydown incentive formula; meaning the amount of the rebate is no longer impacted by the tenor or length of the County's means to finance the photovoltaic project. In other words, the amount of the rebate will be based on the final project size rather than the type and term of financing used for the project. Based on the current project size, Terra Verde estimates the amount of the LADWP rebate to be \$1,240,554.

Terra Verde also reports that the rebates, originally set to expire in 2011, have been extended 36-months, or in the County's case to November 8, 2013 for the Courthouse/Annex and Adult Detention Facility projects, and March 5, 2014 for the Juvenile Hall project. This means that, to qualify for the rebate, should the County proceed with the project; the system must be built as proposed, pass inspection by LADWP, be connected to the grid and the Incentive Payment Claim Form must be submitted in advance of the rebate deadlines.

In anticipation of your Board's consideration today, and given that the viability of project financing is predicated on the County's timely receipt of the rebates upon project completion, staff has undertaken a review of the status of the County's rebate applications with LADWP. This has entailed inviting and requesting County Counsel, Public Works, the Auditor-Controller, Treasurer-Tax Collector, and Rick Brown, (President of Terra Verde), to independently and in concert, review the rebate guidelines relative to TerraVerde's representations.

While it is difficult to evaluate risk against all eventualities, it appears that some concerns are mitigated by the fact that this is a large and popular program and there is little incentive on the part of LADWP to demean it. If, for instance, LADWP did not appropriate funds to pay the County's incentive, all those with lower priority than the County in the queue would not be paid either. Most of the other risk factors are within the control of the County: The County must have the project built with enough time for necessary inspections prior to expiration of the reservation; the County must build the type of system it proposed in its application as approved by LADWP on the Incentive Payment Claim Form; the County must not fire up the system other than for testing and for no more than ten hours before it is approved by LADWP. In these cases, the County's fate is in its own hands. As such, the greatest risk of not receiving the incentive would most likely arise if the project were not completed prior to the expiration of the incentive reservation. In that case, while LADWP could decide to pay the incentive, it need not do so.

Another risk is that incentives are paid in the order in which LADWP receives Incentive Payment Claim Forms. Applicants are put in a queue, and payment is made in order as long as the program has money. LADWP undertakes no obligation to fund payment in any particular year, or at all. If the program runs out of money in the fiscal year in which payment is requested, the applicant must wait until LADWP appropriates additional money for the program, hopefully in the next fiscal year.

Consideration

The Financial Advisory Committee met on February 20, 2013, to receive a project update, including project costs and financing options, and recommended that your Board consider accepting the CEC loan if it decides to proceed with the photovoltaic project. Additionally, since both the CEC loan and LADWP will be paid to the County in arrears, the Financial Advisory Committee recommended that the use of a treasury loan or a loan from reserves be used, if necessary, to provide short-term bridge financing for the project. While today's Board action includes a recommendation to consider amending the Budget to identify off-setting project revenues and expenses, should a treasury loan or a loan from Reserves be required to provide short-term bridge financing, your Board will need to subsequently approve these financing instruments.

The most recent project pro forma prepared by TerraVerde, based on the developments described above, is attached for consideration by your Board (Attachment A). The project cost of \$1,881,973 is proposed to be funded by a combination of the 1%, 15-year CEC loan in the amount of \$992,054 and \$889,919 in LADWP rebates. The County's annual cost for repayment of the CEC loan will be \$71,551 a year. Over the 25-year life of the project, the project is estimated to generate \$2,406,927 in savings, with a net present value (at 5%) of \$1,164,470. By maximizing the amount of the 1% CEC loan to fund the project, the balance of the LADWP rebate – approximately \$350,635 – will be part of the County's savings and available for County costs associated with site improvements and maintenance, as well as other possible uses, such as financing other capital projects previously contemplated for funding through a COP issuance (e.g., Animal Shelter, Agricultural Warehouse, Deferred Maintenance projects, etc.). The Financial Advisory Committee recommends this savings be secured in the Accumulated Capital Outlay (ACO) Fund for future capital uses.

The Solar Purchase and Installation Agreement with Solar City has been amended to reflect down-sized photovoltaic system design and associated reduced costs, and includes assurances that Solar City will complete the project in time for the loan to be fully disbursed by the deadline. (Attachment B).

As noted above, staff has reviewed the LADWP Solar Incentive Program to determine the level of risk involved in the County's receipt of the LADWP rebates, and other reviewers are invited to share their analyses with your Board during today's meeting.

ALTERNATIVES:

Your Board could choose not to move forward with the project by electing to not undertake one or more of the actions identified above.

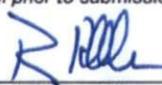
OTHER AGENCY INVOLVEMENT:

This project, including the review and modification of the installation and financing agreements, has been developed in close coordination between the Public Works department, and offices of County Counsel, Auditor-Controller, Treasurer-Tax Collector, and County Administrator, and with input from the Planning department and, as noted above, members of the Financial Advisory Committee. The rebate is provided by LADWP through its Solar Incentive Program. The CEC is providing a low-interest (1%) loan for the project.

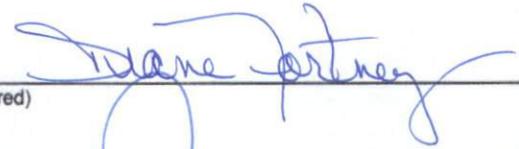
FINANCING:

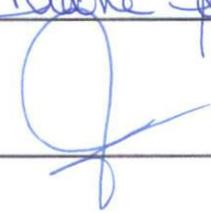
The project will be financed through a combination of a \$992,054, 15-year, 1% interest loan from the CEC and \$889,919 in rebates from the LADWP Solar Incentive Program. This necessitates amending the County Budget to reflect these revenues and the project costs. Over the 25-year life of the project, the project is estimated to generate \$2,406,927 in savings, with a net present value (at 5%) of \$1,164,470. Some of this savings, \$350,635, generated through the LADWP rebates not being used to finance the project, will be available to fund other capital projects if so desired by your Board. Upon approval of this agenda request there will be sufficient appropriation in the Deferred Maintenance budget (011501) for this project. Additionally, it is anticipated the balance of the rebate (\$350,635) will be included in the 13/14 County 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: <u> - </u> Date <u>3-7-13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u> ✓ </u> Date <u>3/7/13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u> N/A </u> Date <u> </u>

DEPARTMENT HEAD SIGNATURE:  Date: 3-7-13
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

DEPARTMENT HEAD SIGNATURE:  Date: 3/7/13
(Not to be signed until all approvals are received)
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(The Original plus 20 copies of this document are required)

Attachments:

Project Pro-Forma
Amended Solar Purchase and Installation Agreement with Solar City

Project Qualification Model
Scenario: #1



Project: Inyo County

Financing Structure	NPV @ 5%	Savings Year 1	Avoided Cost Years 1 - 5	Avoided Cost Years 1 - 25
Maximize CEC Loan (\$992K Loan Amount)	\$1,164,470	\$345,580	\$362,251	\$2,406,927

Project Name	Site Number	Size kW	Avoided Cost	Include Project? (Y/N)
Inyo County Project	1	426.8	\$0.1192	Y
Total (kW) / Average Avoided Cost		426.8	\$0.1192	Count: 1

Project Qualification Model
Scenario: #1



Solar Benefits of: Maximize CEC Loan (\$992K Loan Amount)

Environmental Benefits (per year)

Sulfur Dioxide	SO2	4 lbs
Oxides of Nitrogen	NOX	766 lbs
Particulate Matter	PM10	27 lbs
Carbon Dioxide	CO2	860,429 lbs
Volatile Compounds	VOCs	67 lbs
Water	H2O (gallons)	504,158

Savings & Cost Avoidance (after Financing)

Savings	Years 1	\$345,580
Cost Avoidance	Years 1 - 5	\$362,251
Cost Avoidance	Years 1 - 25	\$2,406,927
NPV Analysis @	5.00%	\$1,164,470

Key Assumptions

Technical Assumptions

Total Project Size (MW, DC)	0.43 MW
Yield (kWh/kW/yr)	1,500.00
Year-1 Solar Production (kWh)	640,200
System Cost (\$/Wp)	\$4.41
Annual Degradation Factor	0.50%
Number of Sites	1

Sources of Project Capital (Year-1)

LADWP Rebate Used for Financing	\$889,919
CEC Loan	\$992,054
Other	\$0
Total Sources of Capital	\$1,881,973

Avoided Cost & Revenue Sources

Avoided Cost of Current Electricity (\$/kWh)	\$0.1192
Estimated Utility Cost Escalator (%)	5.40%
LADWP Rebate	\$1,240,554

Special Allocation Financing: CEC Loan

Financed Amount	\$992,054
Tenor (years)	15 yrs
Interest Rate	1.00%
Annual Payment	(\$71,551)

Project Qualification Model

Project Name: Inyo County
Scenario: #1 Maximize CEC Loan



1 Electricity Assumptions			2 Avoiced Cost & Revenue			3 Operations & Maintenance				4 Financing		5 Results		
Year	Annual Solar Production (kWh)	Avoiced Cost of Utility Power (\$/kWh)	Avoiced Cost from Solar Generation	LADWP Rebate Remaining After Financing	Subtotal: Annual Solar Benefit	Maintenance	Module Washing	Inverter Replacement (Year 21)	Insurance	Subtotal: Annual Operating Expenses	CEC Loan	Subtotal: Financing Outflows	Annual Net Savings / Avoiced Cost	Cumulative Net Savings / Avoiced Cost
1	640,200	\$0.1192	\$76,312	\$350,635	\$426,947	(\$5,335)	(\$2,134)	\$0	(\$2,347)	(\$9,816)	(\$71,551)	(\$71,551)	\$345,580	\$345,580
2	636,999	\$0.1256	\$80,031	\$0	\$80,031	(\$5,468)	(\$2,187)	\$0	(\$2,371)	(\$10,027)	(\$71,551)	(\$71,551)	(\$1,547)	\$344,033
3	633,814	\$0.1324	\$83,930	\$0	\$83,930	(\$5,605)	(\$2,242)	\$0	(\$2,395)	(\$10,242)	(\$71,551)	(\$71,551)	\$2,138	\$346,171
4	630,645	\$0.1396	\$88,020	\$0	\$88,020	(\$5,745)	(\$2,298)	\$0	(\$2,419)	(\$10,462)	(\$71,551)	(\$71,551)	\$6,008	\$352,179
5	627,492	\$0.1471	\$92,310	\$0	\$92,310	(\$5,889)	(\$2,356)	\$0	(\$2,443)	(\$10,687)	(\$71,551)	(\$71,551)	\$10,072	\$362,251
6	624,354	\$0.1551	\$96,808	\$0	\$96,808	(\$6,036)	(\$2,414)	\$0	(\$2,467)	(\$10,918)	(\$71,551)	(\$71,551)	\$14,339	\$376,590
7	621,232	\$0.1634	\$101,525	\$0	\$101,525	(\$6,187)	(\$2,475)	\$0	(\$2,492)	(\$11,154)	(\$71,551)	(\$71,551)	\$18,821	\$395,411
8	618,126	\$0.1723	\$106,473	\$0	\$106,473	(\$6,342)	(\$2,537)	\$0	(\$2,517)	(\$11,395)	(\$71,551)	(\$71,551)	\$23,527	\$418,938
9	615,036	\$0.1816	\$111,661	\$0	\$111,661	(\$6,500)	(\$2,600)	\$0	(\$2,542)	(\$11,642)	(\$71,551)	(\$71,551)	\$28,468	\$447,406
10	611,961	\$0.1914	\$117,102	\$0	\$117,102	(\$6,663)	(\$2,665)	\$0	(\$2,567)	(\$11,895)	(\$71,551)	(\$71,551)	\$33,656	\$481,063
11	608,901	\$0.2017	\$122,809	\$0	\$122,809	(\$6,829)	(\$2,732)	\$0	(\$2,593)	(\$12,154)	(\$71,551)	(\$71,551)	\$39,104	\$520,167
12	605,856	\$0.2126	\$128,793	\$0	\$128,793	(\$7,000)	(\$2,800)	\$0	(\$2,619)	(\$12,419)	(\$71,551)	(\$71,551)	\$44,824	\$564,990
13	602,827	\$0.2241	\$135,069	\$0	\$135,069	(\$7,175)	(\$2,870)	\$0	(\$2,645)	(\$12,690)	(\$71,551)	(\$71,551)	\$50,828	\$615,818
14	599,813	\$0.2362	\$141,651	\$0	\$141,651	(\$7,354)	(\$2,942)	\$0	(\$2,672)	(\$12,968)	(\$71,551)	(\$71,551)	\$57,133	\$672,951
15	596,814	\$0.2489	\$148,554	\$0	\$148,554	(\$7,538)	(\$3,015)	\$0	(\$2,698)	(\$13,252)	(\$71,551)	(\$71,551)	\$63,751	\$736,702
16	593,830	\$0.2624	\$155,793	\$0	\$155,793	(\$7,727)	(\$3,091)	\$0	(\$2,725)	(\$13,543)	\$0	\$0	\$142,250	\$878,953
17	590,861	\$0.2765	\$163,385	\$0	\$163,385	(\$7,920)	(\$3,168)	\$0	(\$2,753)	(\$13,840)	\$0	\$0	\$149,544	\$1,028,497
18	587,906	\$0.2915	\$171,346	\$0	\$171,346	(\$8,118)	(\$3,247)	\$0	(\$2,780)	(\$14,145)	\$0	\$0	\$157,201	\$1,185,698
19	584,967	\$0.3072	\$179,696	\$0	\$179,696	(\$8,321)	(\$3,328)	\$0	(\$2,808)	(\$14,457)	\$0	\$0	\$165,239	\$1,350,937
20	582,042	\$0.3238	\$188,453	\$0	\$188,453	(\$8,529)	(\$3,412)	\$0	(\$2,836)	(\$14,776)	\$0	\$0	\$173,676	\$1,524,614
21	579,132	\$0.3413	\$197,636	\$0	\$197,636	(\$8,742)	(\$3,497)	(\$128,040)	(\$2,864)	(\$143,143)	\$0	\$0	\$54,493	\$1,579,106
22	576,236	\$0.3597	\$207,267	\$0	\$207,267	(\$8,961)	(\$3,584)	\$0	(\$2,893)	(\$15,438)	\$0	\$0	\$191,829	\$1,770,935
23	573,355	\$0.3791	\$217,367	\$0	\$217,367	(\$9,185)	(\$3,674)	\$0	(\$2,922)	(\$15,780)	\$0	\$0	\$201,587	\$1,972,522
24	570,488	\$0.3996	\$227,959	\$0	\$227,959	(\$9,414)	(\$3,766)	\$0	(\$2,951)	(\$16,131)	\$0	\$0	\$211,828	\$2,184,350
25	567,636	\$0.4212	\$239,067	\$0	\$239,067	(\$9,650)	(\$3,860)	\$0	(\$2,981)	(\$16,490)	\$0	\$0	\$222,578	\$2,406,927
Totals	15,080,520	n/a	\$3,579,015	\$350,635	\$3,929,650	(\$182,232)	(\$72,893)	(\$128,040)	(\$66,298)	(\$449,462)	(\$1,073,260)	(\$1,073,260)	\$2,406,927	n/a

Key Project Assumptions

Estimated Utility Cost Escalator (%)	5.40%
LADWP Rebate	\$1,240,554
CEC Loan Interest Rate:	1.00%
Bundled COP Interest Rate:	0.00%

Technical Assumptions

Total Project Size (MW, DC)	0.43 MW
Yield (kWh/kW/yr)	1,500.00
Year-1 Solar Production (kWh)	640,200
System Cost (\$/Wp)	\$4.41
Annual Degradation Factor	0.50%
Number of Sites	1

Sources of Project Capital

LADWP Rebate Used for Financing	47%	\$889,919
CEC Loan	53%	\$992,054
Other	0%	\$0
Total Sources of Capital	100%	\$1,881,973

NPV at 5%	\$1,164,470
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Amended and Restated

Solar Purchase and Installation Agreement (Commercial)

This Amended and Restated Solar Purchase and Installation Agreement (this "Agreement") amends and restates the Solar Purchase and Installation Agreement entered into by the parties on September 10, 2010. This Agreement is effective as of the date signed by SolarCity below (the "Effective Date").

Customer		SolarCity	
Name and Address	County of Inyo, California 224 North Edwards, PO Drawer N Independence, CA 93526 Attention: K. Carunchio	Name and Address	SolarCity Corporation 3055 Clearview Way San Mateo, CA 94402 Attention: Contracts
Phone	(760) 878 0292	Phone	(650) 638-1028
Fax	(760) 878-2241	Fax	(650) 560-6460
E-mail	kcarunchio@inyocounty.us	E-mail	contracts@solarcity.com
		Licenses	CA: CSLB 888104

SolarCity has extensive expertise with respect to the design and installation of solar power systems and Customer desires to retain SolarCity to design and construct the solar power system described in the Exhibits to this Agreement. This Agreement sets forth the terms and conditions of the sale, design and installation of the solar panel system described in **Exhibit 1** (the "System") and installed at the sites described in **Exhibit 4** (the "Sites"). Where this agreement is executed by Customer as the general contractor on behalf of the owner of the system references to "Customer" shall be read as the System "Owner".

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1. System Description and Price
- Exhibit 2. Scope of Work
- Exhibit 3. Estimated Design and Construction Schedule
- Exhibit 4. Installation Sites
- Exhibit 5. General Terms and Conditions
- Exhibit 6. State Specific Agreement Exceptions, Terms and Conditions
- Exhibit 7. O&M

Customer:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SolarCity Corporation

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit 1

Total Contract Description and Price

1. **Contract Price:** \$1,860,848
2. **System Size (DC kW):** 426.06 kW DC
3. **System Locations:** Inyo County Facilities, Independence CA
4. **Expected Modules:** Trina
5. **Expected Inverter(s):** Solectria (multiple)
6. **Expected Structure:** Combination Ground and Solar Support Structure
7. **Includes:** Engineering, Procurement, Permitting, Construction, Interconnection of three turnkey PV Systems (described in exhibits 1.a, 1.b, 1.c, below), operation and maintenance per Exhibit 7. Payment and performance bonds.
8. **Exclusions/Customer Obligations:** Excludes: Structural and/or electrical upgrades, re-roofing and/or roof repair of existing conditions.

Exhibit 1.a

System #1 : Courthouse Annex

1. **System Size (DC kW):** 53.76 kW DC
2. **System Location:** 168 N. Edwards, Independence, CA 93526
3. **Meter Number:** LADWP Customer #305290 LADWP Premises # 206183
4. **Expected Modules:** Trina 240
5. **Expected Inverter(s):** Solectria PVI 60
6. **Expected Structure:** Solar Support Structures
7. **Includes:** Engineering, Procurement, Permitting, Construction of turnkey PV System, operation and maintenance per Exhibit 7
 - a. Carport: Includes lighting
 - b. Required tree removal
8. **Exclusions/Customer Obligations:** Excludes: Structural and/or electrical upgrades, re-roofing and/or roof repair of existing conditions

Exhibit 1.b

System #2 : Juvenile Hall

1. **System Size (DC kW):** 90.7 kW DC
2. **System Location:** 201 Mazourka Canyon Road, Independence, CA 93526
3. **Meter Number:** LADWP Customer # 316027 LADWP Premises # 203777
4. **Expected Modules:** Trina 240
5. **Expected Inverter(s):** Solectria 95
6. **Expected Structure:** Ground Mounted
7. **Includes:** Engineering, Procurement, Permitting, Construction of turnkey PV Systems, operation and maintenance per Exhibit 7
 - a. Ground Mount: Includes ground work, and fencing of ground mount array
 - b. Required tree removal
8. **Exclusions/Customer Obligations:** Excludes: Structural and/or electrical upgrades, re-roofing and/or roof repair of existing conditions

Exhibit 1.c

System #3 : Adult Jail

1. **System Size (DC kW):** 281.6 kW DC
2. **System Location:** 398 S. Clay St, Independence CA 93526
3. **Meter Number:** LADWP Customer # 316084 LADWP Premises # 209029
4. **Expected Modules:** Trina 240
5. **Expected Inverter(s):** Solectria SGI 250
6. **Expected Structure:** Ground Mounted
7. **Includes:** Engineering, Procurement, Permitting, Construction of turnkey PV Systems, operation and maintenance per Exhibit 7
 - a. Ground Mount: Includes ground work, and fencing of ground mount array
 - b. Required tree removal
8. **Exclusions/Customer Obligations:** Excludes: Structural and/or electrical upgrades, re-roofing and/or roof repair of existing conditions

Exhibit 2

Scope of Work

1. SolarCity Responsibilities

- a) **Design Preparation:** Inspect the proposed System mounting site to assure long-term safety and stability.
- b) **Rebate:** Prepare all rebate documentation and communicate with all relevant agencies, if applicable.
- c) **Design:** Produce and provide illustrated 3-D site renderings and CAD single-line electrical and layout drawings of the System. Drawings will consist of a complete site plan showing the location of the array, inverters, and routing of conduits, an elevation showing panel visibility from the street, and any details necessary for the plan check and permitting.
- d) **Pre-installation Conference:** Before System installation, conduct a pre-installation conference at the Site(s) to review procedures, schedules, safety, and coordination of the installation. Several conferences may be needed if the complexities and construction schedules so require.
- e) **Installation:** Furnish all necessary mounting hardware, photovoltaic modules, electrical equipment, and labor for installation of the System up to the Utility Grid interconnection point[s] as indicated in this Agreement.
- f) **Materials:**
 - i. All customary materials necessary for the installation of the System described above
 - ii. All materials supplied for this project shall be new.
 - iii. All PV modules used in this project shall have a 25 year product warranty from the date of sale, to Customer (or the System's Owner, if the Customer is contracting on behalf of the Owner), to exhibit a power output of not less than 80 percent of rated power specified at the time of delivery (Warranty from Manufacturer).
 - iv. Power Conditioning Equipment shall have a ten year minimum product warranty from the date of sale to Customer (Owner).
 - v. Any other materials not included in the above materials shall be provided with the Manufacturer's standard warranty.
- g) **Workmanship:** All work shall be performed by skilled workers regularly engaged and specializing in this installation of solar panel systems in substantial accordance with manufacturers' installation directions and as specified herein.
- h) **Permits:** Obtain the necessary permits required to perform the work detailed in the exhibits to this Agreement.
- i) **Inspections:** Serve as the Customer's (Owner's) representative for applicable City and County System inspections.

SolarCity Responsibilities (continued)

- j) **Site Safety:** Provide a copy of our safety plan to Customer's representative. Jobsite safety meetings shall occur once per week, or upon addition of new personnel to the jobsite.
- k) **Acceptance Testing and System Commissioning: SolarCity shall:**
 - i. Conduct an in-depth inspection, test and commissioning procedure to insure that the System is installed in a professional manner and consistent with standard industry practice and operational requirements and all applicable codes and regulations. A record of the installation and the major components including modules, inverters, transformers, and source circuit combiners will be documented in a test and Commissioning report.
 - ii. Test and verify that all non-current-carrying metal parts are solidly grounded and all equipment and System grounding is installed and functional per NEC 2008.
 - iii. Test and verify that phase sequencing, fuse continuity, and open circuit voltage are within the manufacturers recommended range at the DC disconnect.
 - iv. Test and verify that the inverter is operating effectively within the typical start up time and record the DC operating voltage, phase currents, and inverter power.
 - v. Provide complete an operation and maintenance manual for the System (two printed copies and one electronic copy). The manual will include: (i) as-built electrical drawings, (ii) as-built shop drawings, (iii) a copy of any required submittals or filing, (iv) product cut sheets, (v) product operation manuals, (vi) a copy of the photo record, (vii) written Utility approval, (viii) product warranties; and (ix) supplier and installer contact information.
- l) **Solar Monitoring System:** Every SolarCity System comes standard with SolarGuard™ SolarCity's proprietary solar monitoring service. SolarGuard enables SolarCity to continuously monitor the key performance variables of the System and transmit this data to SolarCity's servers through the Internet.
- m) **Conditions Precedent:** SolarCity's obligations under this Agreement are conditional on the satisfaction of Section 2(g). If this condition is not satisfied by sixty (60) days after the Effective Date, SolarCity may terminate this Agreement in its sole discretion without liability.

2. Customer Responsibilities

- a) **Site Preparation:** Responsible for pre-installation site clean-up including removal of all debris and obstacles that may impede System installation.
- b) **Site Access:** Responsible for security access to the System during and after installation.
- c) **Network Access:** Provide a high speed internet connection for SolarGuard.
- d) **Existing Facilities:** Provide all available design and as-built drawings of the existing facilities to facilitate System design and installation.
- e) **Project Management:** Provide a single point of contact for each installation. Customer point of contact shall have authority for all written requests for project changes and shall be available on 24 hours notice. In the event that SolarCity's is providing its services as a subcontractor and its work is part of a larger program, Customer will keep SolarCity informed about the overall progress of the program for which SolarCity's work is a part, and coordinate SolarCity's work with the work being performed by Customer's other contractors, including giving SolarCity sufficient advance notice (at least 5 business

days) of when SolarCity is to perform the work under this Agreement. The foregoing shall not limit Customer's obligations under Section 5.1 (a) of the Terms and Conditions attached as Exhibit 5.

- f) **Authority.** Customer represents and warrants to SolarCity that Customer has full power, authority and legal right to execute and deliver this Agreement, to perform its obligations hereunder, and, if Customer is not the Owner of the System, to act as the Site Owner's agent, and to represent, act, authorize and sign on behalf of the Owner with respect to the work to be performed by SolarCity under this Agreement, including without limitation, to grant SolarCity permission to enter and access the jobsite and to secure the permits, approvals, easements, assessments, and charges necessary for this Agreement.
- g) **Condition Precedent:** Customer's obligations under this Agreement are conditional on Customer's receipt of financing for the purchase of the System pursuant to this Agreement, on terms and conditions acceptable to Customer in its sole discretion. If this condition is not satisfied by sixty (60) days after the Effective Date, Customer may terminate this Agreement in its sole discretion without liability.

3. Clarifications

- a) **Work Hours:** SolarCity's standard work hours are Monday through Friday 7am to 5:30pm unless approved by SolarCity's Project Manager.
- b) **Change Orders:** If applicable, all additive change order rates will be 10% for overhead fee, 1.25% for insurance, and all deductive change orders will be for the cost of the work only. All change orders under \$1,000 will have a minimum \$250 processing fee. All change orders shall be documented.
- c) **Schedule:** The schedule duration and general conditions are based on the contract documents. Any additional scope changes are subject to additional increases in time and price.

4. Liquidated Damages

Time is of the essence in this contract, and, subject to the terms of the Contract Documents, the date for completion of each System shall be as set forth in the Final Project Schedule. Failure to complete the Work by such dates and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Customer would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and it is impracticable and extremely difficult to fix the actual damages. Damages that the Customer would suffer in the event of delay include, but are not limited to: the loss of credits provided by Los Angeles Department of Water and Power (DWP Credits) that reduce the cost of the project by a substantial percentage and which make the project economically feasible for Inyo County; loss of the use of the System and each individual Site, and the energy savings afforded by the System and each individual Site; disruption of activities; costs of administration and supervision; and the loss suffered by the public.

Accordingly, the parties agree that the following dollar figure shall be the amount of damages which the Customer shall directly incur upon failure of SolarCity to complete the Work by the time specified, but prior to any loss of DWP Credits: \$400 for each calendar day by which completion of the Work, or portion thereof, is delayed beyond the applicable Final Completion Date specified (the "LD Rate"), provided that SolarCity's total liability for liquidated damages under the Contract shall be limited to 20% percent of the Contract Sum, if the delay in completion does not result in the loss DWP Credits for any system location.

SolarCity understands and acknowledges that the economic viability of the project for the Customer is wholly dependent upon the receipt of the DWP Credits for each System. If the System at each location is not completed and connected to the DWP grid by the dates specified below, the entirety of the credit is lost to the Customer and the economic value of that System location is lost to the Customer in the full amount of the credit. For each System, if the project is not completed and connected to the DWP electrical system as required by the terms of the associated DWP Credit, and such failure to timely complete the System results in the loss of the DWP Credit, the damages to the Customer shall be the value of the lost credit, in lieu of the LD Rate. The value of the lost credit shall be deducted from the Contract Price for that System location. The System locations and the dates by which the System must be connected to the electrical grid to avoid loss of the associated DWP Credits are:

- System #1, Courthouse Annex: November 8, 2013
- System #2, Juvenile Hall: March 5, 2014
- System #3, Adult Jail November 8, 2013

If SolarCity becomes liable under this Section, the Customer, in addition to all other remedies provided by law, shall have the right to withhold any and all payments, which would otherwise be or become due SolarCity until the liability of SolarCity under this Section has been finally determined. If the retained payments are not sufficient to discharge all liabilities of SolarCity incurred under this Section, SolarCity shall continue to remain liable to the Customer for such liabilities until all such liabilities are satisfied in full. If the Customer accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

If SolarCity exercises due diligence (including the expenditure of reasonable sums), but the Work is unavoidably delayed due to (i) Force Majeure, as defined in Exhibit 5 of this Agreement; (ii) acts of the Customer or anyone employed by it; (iii) acts of another contractor in performance of a contract (other than this Agreement) with the Customer; or (iv) delays of subcontractors due to such causes as listed in subsections (i) – (iii), then SolarCity shall not be assessed with liquidated damages provided, that SolarCity shall within ten (10) days from the beginning of any such delay notify the Customer in writing of the causes of delay and the anticipated duration of a delay.

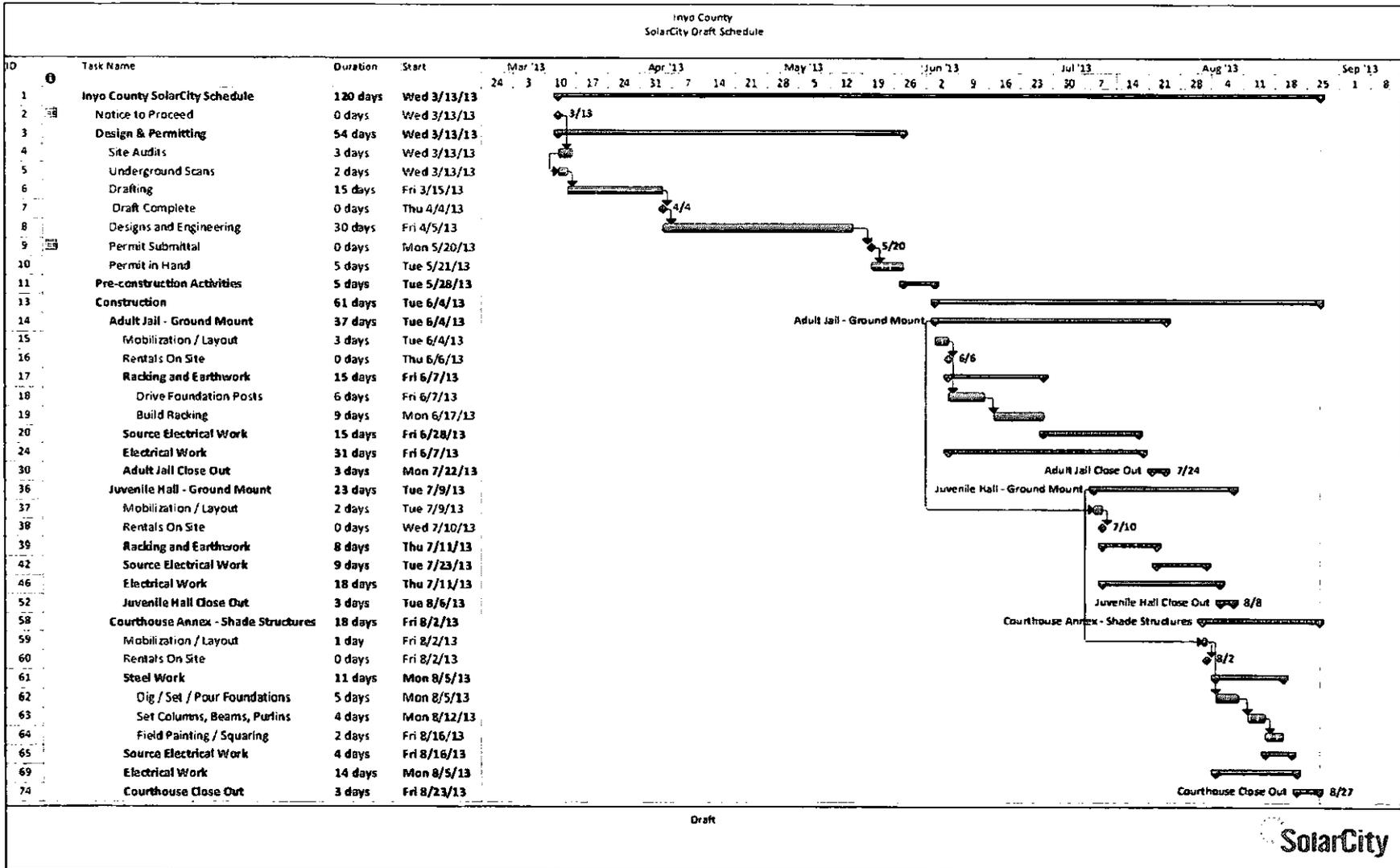
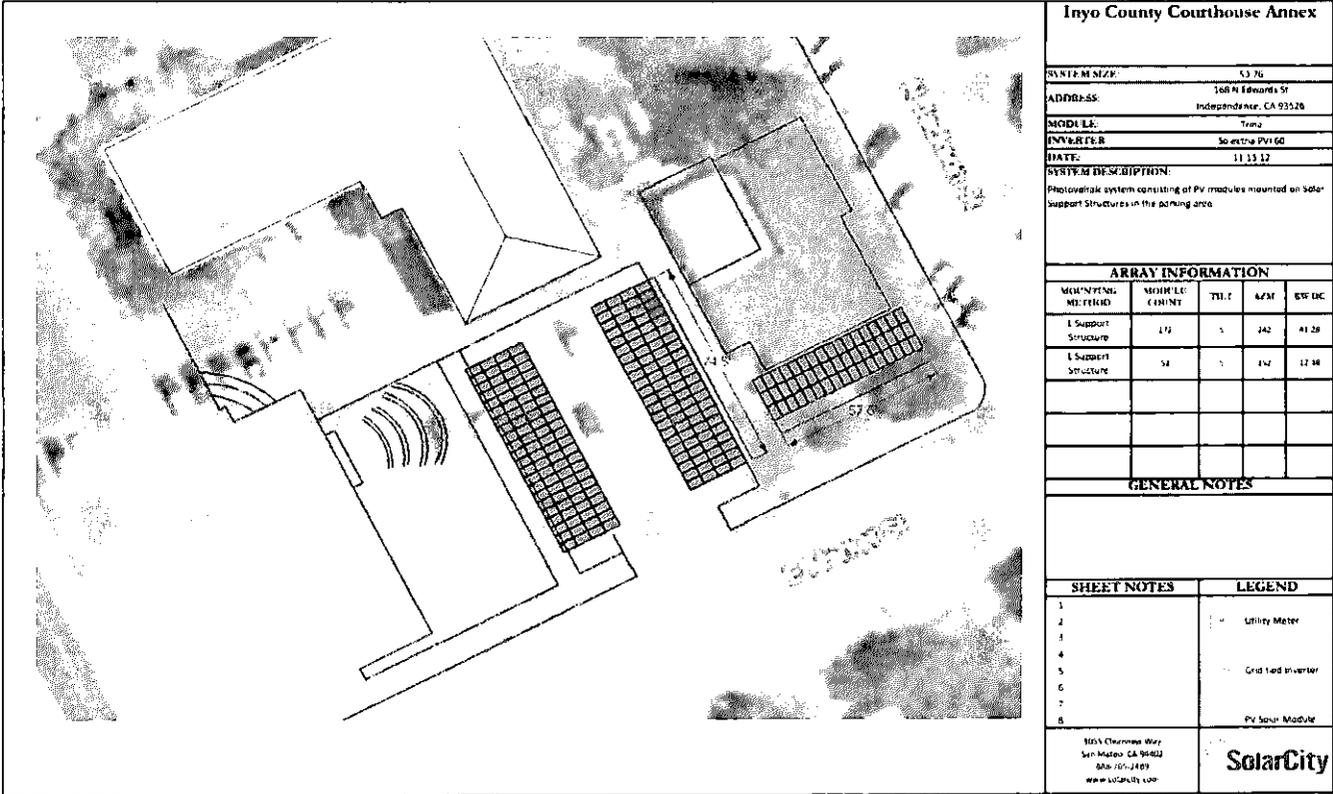


Exhibit 4

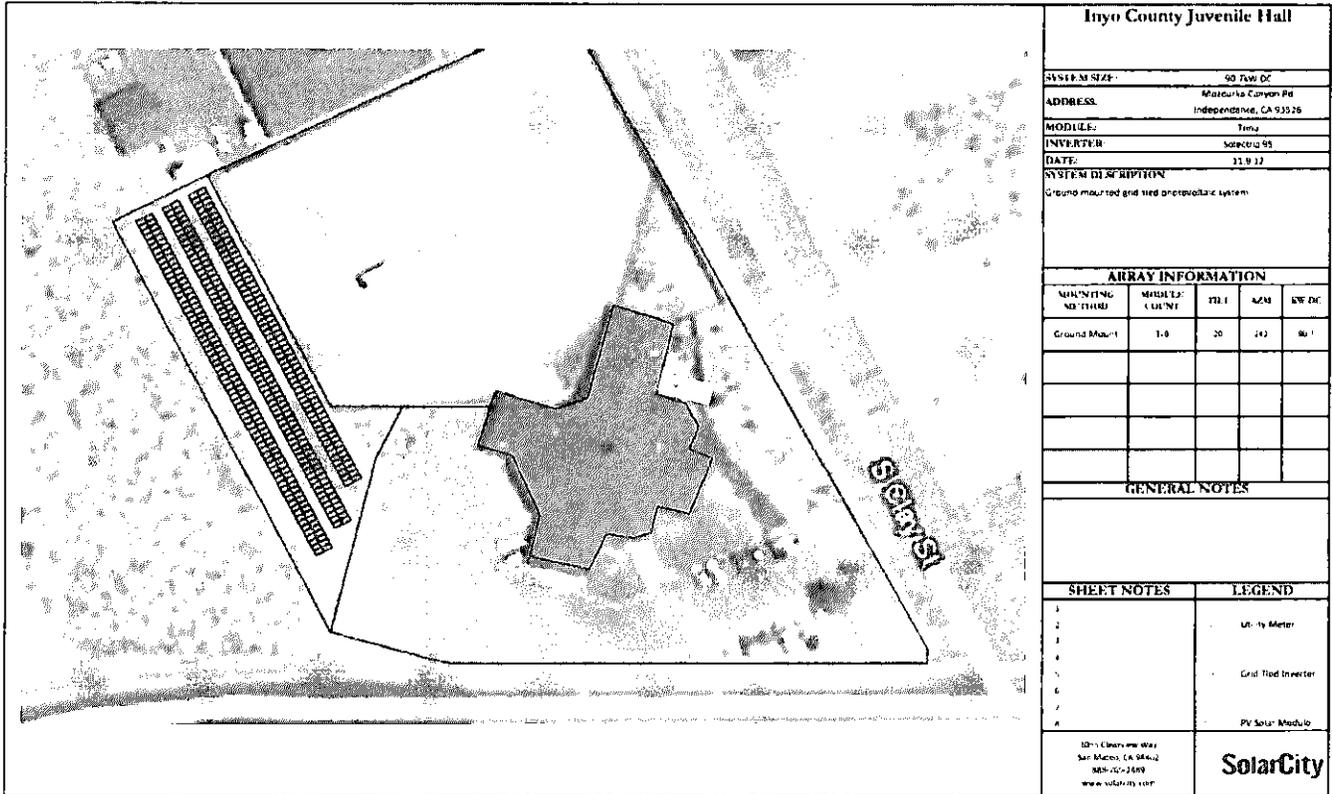
Customer Sites

Courthouse Annex



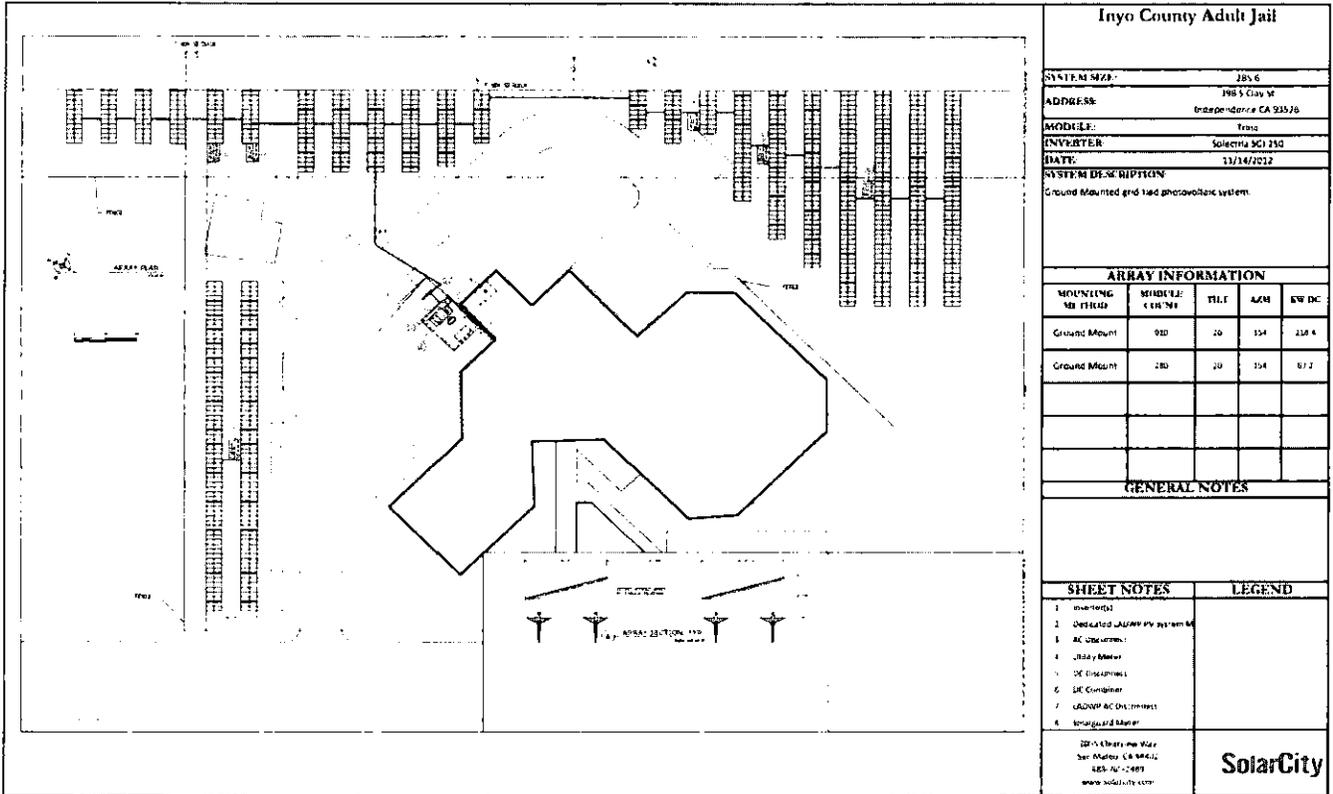
Inyo County Courthouse Annex				
SYSTEM SIZE:	53.76			
ADDRESS:	168 N Edwards St Independence, CA 93526			
MODEL:	Tranz			
INVERTER:	Solentra PV160			
DATE:	11.15.12			
SYSTEM DESCRIPTION:				
Photovoltaic system consisting of PV modules mounted on Solar Support Structures in the parking area.				
ARRAY INFORMATION				
MOUNTING METHOD	MODULE COUNT	TILT	ACM	EW DC
L Support Structure	172	5	242	41.28
L Support Structure	54	5	142	17.38
GENERAL NOTES				
SHEET NOTES		LEGEND		
1		☐	Utility Meter	
2				
3				
4				
5		☐	Grid Tied Inverter	
6				
7				
8		☐	PV Solar Module	
1655 Chorroona Way San Mateo, CA 94402 800-757-2489 www.solarcity.com		SolarCity		

Juvenile Hall



Inyo County Juvenile Hall				
SYSTEM SIZE:	90 kW DC			
ADDRESS:	Matucka Canyon Rd Independence, CA 93526			
MODULE:	Tsm			
INVERTER:	SolarCity 95			
DATE:	11.9.12			
SYSTEM DESCRIPTION				
Ground mounted grid tied photovoltaic system				
ARRAY INFORMATION				
MOUNTING METHOD	MODULE COUNT	TILT	W/M	KW DC
Ground Mount	10	20	142	90.1
GENERAL NOTES				
SHEET NOTES		LEGEND		
1		Utility Meter		
2		Grid Tied Inverter		
3		PV Solar Module		
4				
5				
6				
7				
8				
12700 Clearview Way San Marcos, CA 94402 866-700-2499 www.solarcity.com				

Adult Jail



Inyo County Adult Jail

SYSTEM SIZE:	285.6
ADDRESS:	198 S Clay St Independence CA 93526
MODEL:	Traco
INVERTER:	Solentia SCI 250
DATE:	11/14/2012

SYSTEM DESCRIPTION
Ground Mounted grid tied photovoltaic system.

ARRAY INFORMATION				
MOUNTING METHOD	MODULE COUNT	TILE	ACM	KW DC
Ground Mount	920	20	154	210.4
Ground Mount	280	20	154	67.2

GENERAL NOTES

SHEET NOTES	LEGEND
1. Inverters	
2. Dedicated LADWP PV system	
3. AC Disconnect	
4. Array Meter	
5. DC Disconnect	
6. DC Container	
7. LADWP AC Disconnect	
8. Arrayed Meter	

2215 Clayton Way
San Mateo, CA 94401
650.407.2487
www.solarcity.com

SolarCity

Exhibit 5

Commercial Solar Installation Agreement Terms and Conditions

[Last Updated September 18, 2009]

I. Introduction; General Project Services

- 1.1 **SolarCity's Services.** SolarCity shall be responsible for designing, constructing and installing the System (the "Work"). The System shall be installed at the address stated above (the "Premises") on the building or location identified in **Exhibit 4** (the "Facility"). The Customer and SolarCity shall agree on a design and construction phase schedule (the "Schedule") in substantially the form set forth as **Exhibit 3**. The Customer shall be responsible for prompt decisions and approvals so as to maintain the Schedule. Customer understands that failure to make prompt decisions and approvals may delay the completion of the Work.
- 1.2 SolarCity and Customer entered into this Agreement based on having received a letter of commitment from Los Angeles Department of Water and Power to provide an incentive payment to Customer in the amount of \$0.11 per KWh capacity created by the System. The incentive is payable on completion of the installation of the System.

II. Design Phase

- 2.1 **Engineering/Design Work.** Based upon the Customer's written requirements, SolarCity shall investigate the Site and prepare working drawings and specifications (the "Contract Documents") setting forth in detail the requirements for the construction of the System. These Contract Documents will be used to confirm the Contract Price. If, in the course of its Site investigation or the preparation of the Contract Documents, SolarCity determines that an increase in the Contract Price is necessary for any reason, then SolarCity shall submit a revised Contract Price to the Customer and the Customer shall have ten (10) business days to provide SolarCity with written notice of its rejection of the revised Contract Price. If Customer has not provided such notice within the time period specified above, the revised Contract Price shall become effective. Once the Customer agrees to the Contract Documents and Contract Price, Customer shall issue written notice to SolarCity of confirmation of the same ("**Notice to Proceed**"), upon which SolarCity shall be authorized to complete all other work under this Agreement. Prior to the issuance of such Notice to Proceed, SolarCity shall only be obligated to perform the obligations set out under this Section 2.1.
- 2.2 **Contract Documents.** Construction of the System shall be in accordance with the Contract Documents as approved by the Customer. The Contract Documents shall remain the Property of SolarCity in accordance with Section 5.13 of this Agreement. If the Contract Documents have not been completed and a Contract Price has been established prior to the completion of the Contract Documents, SolarCity and the Customer will work closely together to monitor the design in accordance with prior approvals so as to ensure that the System can be constructed within the Contract Price. As the Contract Documents are being completed, SolarCity will keep the Customer advised of the effects of any Customer requested changes on the Schedule and/or the Contract Price. These documents may include standard specifications provided by the Customer.
- 2.3 **Permits.** SolarCity will secure all necessary building permits from Public Works Department at Inyo County necessary for the construction of the System. Customer shall pay for the cost of the permits.
- 2.4 **Standards of Practice.** The Work shall comply with all of the currently approved applicable Standards (Including Codes and Technical Definitions), whether or not specifically mentioned, of the following organizations and associations:

<u>Abbreviation</u>	<u>Organization</u>
ACI	<u>American Concrete Institute</u>

<u>Abbreviation</u>	<u>Organization</u>
IEEE	<u>Institute of Electrical and Electronics Engineers</u>

AISC	<u>American Institute of Steel Construction</u>	ISA	<u>Instrument Society of America</u>
AISI	<u>American Iron and Steel Institute</u>	NEC	<u>National Electric Code</u>
ANSI	<u>American National Standards Institute</u>	NEMA	<u>National Electrical Manufacturer's Association</u>
ASME	<u>American Society of Mechanical Engineers</u>	NESC	<u>National Electric Safety Code</u>
ASTM	<u>American Society for Testing and Materials</u>	NFPA	<u>National Fire Protection Association</u>
AWS	<u>American Welding Society</u>	OSHA	<u>Occupational Safety and Health Act of 1970</u>
FCC	<u>Federal Communication Commission</u>	SSPC	<u>Steel Structures Painting Council</u>
FM	<u>Factory Mutual</u>	IBC	<u>International Building Code</u>
ICEA	<u>Insulated Cable Engineers Association</u>	UL	<u>Underwriters Laboratories</u>

III. Construction Phase

3.1 Construction Responsibilities.

- (a) The Work. SolarCity will provide all construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the construction and installation of the System.
- (b) Progress Schedule. SolarCity will prepare and submit for the Customer's approval an estimated Schedule for the Work. The Schedule shall indicate the dates for the start and completion of the various stages of the Work. It shall be revised as required by the conditions of the Work and those conditions and events which are beyond SolarCity's control.
- (c) Debris. When the Work is completed, SolarCity shall remove all of its waste material and rubbish from and around the Premises as well as all its tools, construction equipment, machinery and surplus materials.
- (d) Compliance with Law. SolarCity will give all notices and comply with all laws and ordinances in effect during the time the Work is performed.
- (e) Safety. SolarCity shall take necessary precautions for the safety of its employees on the Site, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the Site. It shall erect and properly maintain, at all times, as required by the conditions and progress of Work, necessary safeguards for the protection of workmen and the public. It is understood and agreed, however, that SolarCity shall have no responsibility for the elimination or abatement of safety hazards created or otherwise resulting from Work at the Site carried on by other persons or firms directly employed by the Customer as separate contractors or by the Customer's tenants, and the Customer agrees to cause any such separate contractors and tenants to abide by and fully adhere to all applicable provisions of federal, state and municipal safety laws and regulations and to comply with all reasonable requests and directions of SolarCity for the elimination or abatement of any such safety hazards at the Site.
- (g) Corrective Work. SolarCity shall, within fourteen (14) days of receipt of written notice from Customer that the Work is not in conformance with this Agreement, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If SolarCity fails to commence the necessary steps within such fourteen (14) day period, Customer, in

addition to any other remedies provided under this Agreement, may provide SolarCity with written notice that Customer will commence correction of such nonconforming Work with its own resources. If Customer does perform such corrective Work, SolarCity shall be responsible for all reasonable costs incurred by Customer in performing such correction. Any corrective work shall be completed during the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding Holidays.

- (h) Certificates of Inspection. SolarCity will secure required certificates of inspection, testing or approval and deliver them to the Customer.

3.2 Subcontractors. All portions of the Work that SolarCity does not perform with its own employees shall be performed under subcontracts. A “**Subcontractor**” is a person or entity who has a direct contract with SolarCity to perform any Work in connection with this Agreement. The term Subcontractor does not include any separate contractor employed by the Customer or the separate contractors’ subcontractors. No contractual relationship shall exist between the Customer and any Subcontractor and Customer shall communicate with such Subcontractors only through SolarCity. SolarCity shall be responsible for the management of the Subcontractors in the performance of their Work.

3.3 Contract Schedule.

- (a) Final Completion. The Date of final completion of the Work shall be the interconnection date.
- (b) Delays. If SolarCity is delayed at any time in the progress of the Work or in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom SolarCity is responsible, the Schedule shall be extended by Change Order for the period of time caused by such delay. See paragraph 4.9 below.

IV. Limited Warranty

4.1 SolarCity warrants the System as follows:

- (a) Installation Warranty. SolarCity will professionally install the System in a good and workman-like manner. This installation warranty will run for one (1) year following the completion of Commissioning;
- (b) Use Warranty. Under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components during the Warranty Period (as defined below);
- (c) Roof Warranty. If SolarCity penetrates the Facility roof in performing the installation services under the Purchase and Installation Agreement SolarCity will warrant roof damage it causes to areas that are within a three (3) inch radius of its roof penetrations. This roof warranty will run the **longer of** (i) one (1) year following the completion of the System installation; and (ii) the remainder of any existing installer’s warranty on the Facility’s roof where such installation was made in accordance with manufacturer’s specifications; and
- (d) Repair Promise. During the Warranty Period, SolarCity will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to Customer (including all labor costs), when Customer submits a valid claim to SolarCity under this Agreement. SolarCity may use new or reconditioned parts when making such repairs or replacements. SolarCity may also, at no additional cost to Customer, upgrade or add to any part of the System to ensure that it performs according to the Warranty set forth in this Agreement.

4.2 This Limited Warranty will continue from the date SolarCity starts installing the System at Customer's Facility through the date that is ten (10) years following that date (the "**Warranty Period**") except for the warranties specified in Sections ((a)) and ((c)) above, which have shorter periods.

4.3 SolarGuard. During the Warranty Period, SolarCity will provide Customer, at no additional cost the SolarGuard Monitoring Service ("**SolarGuard**"). SolarGuard is a proprietary monitoring system designed and installed by SolarCity that captures and displays historical energy generation data over an Internet connection and consists of hardware located on site and software hosted by SolarCity. The SolarGuard service requires a high speed Internet line to operate. Therefore, during the Warranty Period, Customer agrees to maintain the communication link between SolarGuard, the System and the Internet. Customer agrees to maintain and make available, at Customer cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s). This communication link must be a 10/100 Mbps Ethernet connection that supports common internet protocols (TCP/IP and DHCP).

4.4 Output Warranty.

(a) California. The System's electrical output during the first ten (10) years of the Warranty Period shall not decrease by more than fifteen percent (15%)

(b) States other than California: Any other state mandated output warranties will be attached on Exhibit 6.

4.5 Maintenance and Operation.

(a) General. Except for honoring Warranty claims, SolarCity's sole obligations to service, operate or maintain the System are set forth in Exhibit 7. SolarCity will provide Customer with a copy of SolarCity's Solar Operation and Maintenance Guide. This guide provides Customer with System operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information.

4.6 Making a Claim; Transferring this Warranty.

(a) Claims Process. Customer can make a claim by:

- a. Emailing SolarCity at the email address on the first page of this Agreement;
- b. Writing us a letter and sending it overnight mail with a well-known service; or
- c. Sending us a fax at the number on the first page of this Agreement.

(b) Transferable Limited Warranty. SolarCity will accept and honor any valid and properly submitted Warranty claim made during the Warranty Period by any person who purchases the System from Customer, provided that either (i) the System is not relocated from the Premises in connection with such purchase, or (ii) Customer engages SolarCity, as an Additional Service, to relocate the System from the Premises to a new site.

4.7 Exclusions and Disclaimer. The Warranty does not apply to any repair, replacement or correction required due to the following:

(a) someone other than SolarCity or its approved service providers installed, removed, re-installed or repaired the System;

- (b) destruction or damage to the System or its ability to safely produce energy not caused by SolarCity or its approved service providers while servicing the System (e.g., a tree falls on the System);
- (c) Customer's failure to perform, or breach of, Customer's obligations hereunder. (such as if Customer modifies or alters the System);
- (d) Customer's breach of this Agreement including being unavailable to provide access or assistance to us in diagnosing or repairing a problem or failing to maintain the System as stated in the Solar Operation and Maintenance Guide;
- (e) any Force Majeure Event (as defined below);
- (f) a power or voltage surge caused by someone other than SolarCity including a grid supply voltage outside of the standard range specified by the Utility;
- (g) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (h) any System Failure not caused by a System defect (e.g., such as making roof repairs);
- (i) theft of the System;
- (j) Customer's failure to only have the System repaired pursuant to this Limited Warranty and reasonably cooperate with the person performing the repairs when repairs are being made; or
- (k) Use of the System to heat a swimming pool.

This Agreement gives you specific rights, and the Customer may also have other rights which vary from state to state. This Agreement does not warrant any specific electrical performance of the System, other than that described above.

THE PROMISES IN THE WARRANTY ARE THE ONLY EXPRESS WARRANTIES MADE BY SOLARCITY WITH RESPECT TO THE SYSTEM. SOLARCITY HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS AGREEMENT HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM.

4.8 Additional Services.

- (a) Scope of Additional Services. Customer agrees that if (i) the System needs any repairs that are not the responsibility of SolarCity under this Agreement, (ii) the System needs to be removed and reinstalled to facilitate remodeling of the Facility or (iii) the System is being relocated to another Facility pursuant to this Warranty (collectively, items (i) - (iii) are "Additional Services"), Customer will have SolarCity, or another similarly qualified service provider, at Customer's expense, perform such repairs, removal and reinstallation, or relocation (i) on a time and materials basis or (ii) subject to the applicable Customer procurement requirements if required.
- (b) Approved Service Providers. Customer's retention of a third party to perform Additional Services that is not qualified to perform such Additional Services will void the Warranty. To prevent voiding the Warranty, Customer should obtain the written consent of SolarCity prior to engaging a third party to perform Additional Services. If Customer engages a third party service provider to perform Services without the prior consent of SolarCity, Customer does so at the risk that SolarCity will subsequently determine such service provider was not qualified to perform the Additional Services.

(c) Pricing on Additional Services. Performance of Additional Services by SolarCity will be as agreed upon by the Parties.

4.9 Force Majeure.

If SolarCity is unable to perform all or some of its obligations under this Agreement because of a Force Majeure Event, SolarCity will be excused from whatever performance is affected by the Force Majeure Event, provided that:

1. SolarCity, as soon as is reasonably practical, gives Customer notice describing the Force Majeure Event;
2. SolarCity's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event; and
3. No SolarCity obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by SolarCity's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; volcanic eruption, abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products; and failure of equipment not utilized by SolarCity or under its control.

V. General Conditions

5.1 Customer's Responsibilities. The Customer shall be responsible for the Facility's condition and structural integrity and any structural or electrical modifications, archeological conditions, environmental conditions, shading obstructions or other modifications necessary to prepare the Facility or the Site for installation of the System. SolarCity shall not be responsible for the malfunctioning or inadequacy of existing electrical equipment and materials at the Facility or Site, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices. SolarCity shall not be responsible for any Facility or Site conditions Customer decides not to repair. SolarCity shall not be responsible for any delays or expense related to unanticipated, unusual or unforeseen conditions including but not limited to roof or structure conditions, subsurface conditions, underground or aboveground water, gas, or sewage pipes, electrical or cable lines or transformers or any other physical or material hindrance to the installation. Upon discovery of such conditions, Customer shall remediate them or, at SolarCity's option, compensate SolarCity for the costs of such remediation plus a reasonable fee. The Customer shall provide a "data connection" and 120V power supply suitable for SolarCity.

(a) Representative. The Customer shall designate a representative who shall be fully acquainted with the Work who has authority to (i) approve changes in the scope of the Work, and (ii) render decisions promptly and can provide timely information.

(b) Surveys; Reports. The Customer shall furnish all necessary Site surveys describing the physical characteristics, soils reports and subsurface investigations, legal limitations, utility locations, and a legal

description. SolarCity is relying on all reports provided by Customer concerning soils or geological conditions unless specifically excluded in writing in this Agreement, or by amendments to this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.

(c) Approvals. The Customer shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities. SolarCity will provide reasonable assistance to Customer in filing the necessary paperwork for the same. SolarCity shall obtain building permits required for and related to the construction of the structure that is the System. Customer acknowledges that some permits that SolarCity is required to obtain may be dependent on Customer securing approvals, easements or permits and that SolarCity will not be able to move forward with construction of the System until such time as Customer has obtained those approvals, easements or permits. SolarCity shall not be obligated in any way to obtain such approvals, easements or permits on behalf of the Customer.

(d) Non-Conformance. If the Customer becomes aware of any fault or defect in the Work or non-conformance with the drawings or specifications, it shall promptly notify SolarCity. If during the construction phase of the project Customer discovers or becomes aware of changed field or other conditions which require clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by SolarCity, Customer agrees to notify SolarCity and retain SolarCity to prepare the necessary changes or modifications before construction activities proceed. Further, Customer agrees to require a provision in its construction contracts with other contractors for the project which requires that contractor to promptly notify Customer of any changed field or other conditions so that Customer may in turn notify SolarCity pursuant to the provisions of this paragraph. Any extra work performed by SolarCity pursuant to this paragraph shall be compensated for as additional services and the Contract Price shall be adjusted by a Change Order.

(e) Insurance. The Customer shall provide Commercial General Liability insurance for the System as provided in Sections 5.9 below.

(f) Site Access. Customer grants SolarCity and any of its subcontractors full permission to enter the Site during the duration of the construction and installation of the System, and to use reasonable work areas to complete the installation of the System. Customer also grants SolarCity permission to access the Site after completion of the installation and during the Warranty Period, and to use reasonable work areas for the purposes of warranty obligations, repair, inspection, monitoring, or necessary update of the System or System components with reasonable notice.

5.2 Contract Price. The Contract Price shall be the fixed price set forth in Exhibit 1. The Contract Price is based upon laws, codes, and regulations in existence on the date this Agreement is executed. The Contract Price will be modified: (i) for delays caused by the Customer; (ii) for Changes in the Work; (iii) pursuant to Section 2.1, above; or (iv) if at any time prior to installation, the cost of any equipment or materials incorporated into the System increases due to circumstances beyond SolarCity's control, including but not limited to market price fluctuation or a Site audit requiring the use of additional materials. Should the Contract Price change pursuant to subsection (iv), Customer may terminate this Agreement by providing SolarCity written notice of the same within ten (10) days following receipt of the revised Contract Price. In such case, SolarCity shall be entitled to recover from the Customer payment for all Work executed, the Contract Price payable to date, a demobilization fee, overhead, reimbursement for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including but not limited to subcontractor termination fees, employee-related expenses, and reasonable profit.

5.3 Changes in the System.

- (a) Changes. The Customer, without invalidating this Agreement, may order changes in the System within the general scope of this Agreement consisting of additions, deletions or other revisions (“**Changes**”). In the event of any Changes, the Contract Price, if established, and the Schedule shall be adjusted accordingly. All such Changes shall be authorized by a Change Order. Notwithstanding the foregoing, SolarCity shall have the right to substitute materials or equipment incorporated into the System in its sole discretion so long as the substitution does not increase the Contract Price or have a material adverse effect on the System’s performance.
- (b) Change Orders. A Change Order is a written order to SolarCity signed by the Customer or its authorized agent and issued after the execution of this Agreement, authorizing a Change in the System and/or an adjustment in the Contract Price and the Schedule.
- (c) Adjustment of Contract Price. The increase or decrease in the Contract Price resulting from a Change Order shall be agreed upon by Customer and SolarCity.
- (d) Concealed Conditions. Should SolarCity encounter concealed conditions in the performance of the Work the Contract Price and the Schedule shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the conditions.
- (e) Emergencies. In any emergency affecting the safety of persons or property, SolarCity shall act, at its discretion, to prevent threatened damage, injury or loss. Any increase in the Contract Price or extension of time claimed by SolarCity on account of emergency work shall be determined as provided in this Section.

5.4 Payment Schedule. Customer shall pay SolarCity as follows:

- (a) Payment 1: 10% of the Contract Price upon issuance of the Notice to Proceed pursuant to Section 2.1;
- (b) Payment 2: 20% of the Contract Price upon Customer’s approval of the Design Documents;
- (c) Payment 3: 60% of the Contract Price upon the ordering of materials by SolarCity; and
- (d) Payment 4: 10% of the Contract Price upon final completion of all work and acceptance by Customer.

5.5 Payment. If the Customer should fail to pay SolarCity when the payment of any amount becomes due, then SolarCity may, at any time thereafter, upon serving written notice that it will stop work within five (5) days after receipt of the notice by the Customer, and after such five (5) day period, stop working until payment of the amount due has been received. Payments due but unpaid shall bear interest at the *lesser* of (i) eighteen percent (18%) per annum; and (ii) the highest rate permissible under applicable law.

5.6 Final Payment. Final payment shall be due and payable pursuant to Section 5.4(cd). The making of the final payment shall constitute a waiver of all claims by the Customer except those arising from unsettled liens or warranty claims pursuant to Section 4.1, above.

5.7 Estimated Rebates. While SolarCity makes good faith efforts to estimate Federal, State and local rebates, actual rebates are subject to change based on Federal, State and local laws and regulations in effect from time to time. Rebate rates may even change after the execution of this Agreement or after a rebate is reserved. In any case, Customer shall pay SolarCity the full amount of the Contract Price, INCLUDING ANY DEFICIT BETWEEN THE ACTUAL AND ESTIMATED REBATE AMOUNTS. Conversely, SolarCity shall credit to Customer any surplus between the actual and estimated rebate amount. See Scope of Work for additional rebate information.

5.8 Title. Title to the System will pass to the Customer free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "Liens") upon receipt of payment in full made by Customer to SolarCity. Notwithstanding the foregoing, SolarCity retains sole and exclusive ownership of all right, title and interest in and to all intellectual property rights associated with the System including any patent, copyright, trademark or any other rights. With respect to such intellectual property rights, a limited, non-exclusive, license is granted to Customer to use such rights only as necessary to operate the System at the Site so long as Customer is not in breach of its obligations hereunder.

5.9 Risk of Loss; Insurance.

(a) Risk of Loss. SolarCity shall bear all risk of loss or damage to all materials and equipment until transfer of title pursuant to Section 5.8.

(b) SolarCity 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 SolarCity, his agents, representatives or employees.

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

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

Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).

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

Errors and Omissions liability insurance appropriate to the SolarCity's profession.

2. *Minimum Limits of Insurance.* SolarCity shall maintain limits no less than:

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.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Errors and Omissions Liability: \$2,000,000 per claim

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. A waiver of subrogation shall be provided for the Customer, its agents, officers and employees .

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

The Customer, its officers, officials, employees, and volunteers are to be covered as additional 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 SolarCity 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 SolarCity's insurance, or as a separate owner's policy (CG 20 10 11 85).

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

Each insurance policy required by this clause shall not be canceled by either party, except after thirty (30) days prior written notice, ten (10) days for nonpayment of premium, by certified mail, return receipt requested, has been given to the Customer.

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.

4. *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 Customer at its option may waive this requirement.

5. *Verification of Coverage.* SolarCity shall furnish the Customer with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Customer or on other than the Customer's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Customer before work commences.

5.10 Termination.

(a) Termination by SolarCity. If Customer is in breach of this Agreement, or if the Work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of SolarCity or if Work should be stopped for a period of thirty (30) days by SolarCity for the Customer's failure to make payment thereon, then SolarCity, in addition to any other rights and remedies provided in the Agreement or by law, shall have the option to terminate this Agreement and SolarCity shall be entitled to recover from the Customer payment for all Work executed, the Contract Price payable to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages. SolarCity, in addition to any other rights and remedies provided in the Agreement or by law, shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Customer files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Customer in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of SolarCity's obligation pursuant to this agreement continues for a period in excess of ninety (90) days then SolarCity shall have the right to terminate all services pursuant to this agreement.

(b) Termination by Customer for Cause. If SolarCity fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform Work with its own forces, the Customer may, after

fourteen (14) days' written notice, during which period SolarCity fails to perform such obligation, repair or otherwise remedy such failures to perform. The Contract Price shall then be reduced by the cost to the Customer of making good such deficiencies. If SolarCity is adjudged bankrupt, or if it makes a general assignment (or the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it fails to make proper payment to Subcontractors or (or materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of this Agreement, then the Customer may, without prejudice to any right or remedy and after giving SolarCity and its surety, if any, fourteen (14) days' written notice, during which period SolarCity fails to cure the violation, terminate the contract with SolarCity and take possession of the relevant site and of all materials, equipment, tools, construction equipment and machinery thereon owned by SolarCity and may finish the Work by whatever reasonable method it may deem expedient. In such case, SolarCity shall not be entitled to receive any further payment until the Work is finished.

5.11 Assignment. Neither the Customer nor SolarCity shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds; *provided, however,* Customer may collaterally assign this Agreement without the written consent of SolarCity as security for the financing obtained pursuant to Section 2(g) of Exhibit 2.

5.12 Indemnity.

(a) Indemnity by SolarCity. SolarCity shall defend, indemnify, and hold harmless Customer, its agents, officers, and employees from and against all third party 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 SolarCity, or SolarCity's agents, officers, or employees. SolarCity's obligation to defend, indemnify, and hold the Customer, its agents, officers, and employees harmless applies to any actual or alleged third party personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. SolarCity'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 SolarCity, 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; *provided, however,* that nothing herein shall require SolarCity to indemnify Customer for any claim, damage, loss, liability, expense, or other costs to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Customer its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions it may be liable.

SolarCity's obligation to defend, indemnify, and hold the Customer, 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 SolarCity to procure and maintain a policy of insurance.

(b) Indemnity by Customer. To the extent permitted by law, Customer shall defend, indemnify, and hold harmless SolarCity, its agents, officers, and employees from and against all third party claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the negligence, or wrongful acts of Customer, its officers, or employees. The Customer's obligation to defend, indemnify, and hold SolarCity, its agents, officers, and employees harmless applies to any actual or alleged third party personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Customer'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 Customer, 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; *provided, however,* that nothing herein shall require the Customer to indemnify SolarCity for any claim, damage, loss, liability, expense, or other costs to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, SolarCity its agents, employees,

supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions it may be liable.

(c) **Indemnity by Customer's Contractors.** The Customer shall cause any other contractor who may have a contract with the Customer to perform work in the areas where Work will be performed under this Agreement, to agree to indemnify the Customer and SolarCity and hold them harmless from all claims for bodily injury and property damage (other than property insured under Paragraph 5.9) that may arise from that contractor's operations. Such provisions shall be in a form reasonably satisfactory to SolarCity.

5.13 **Intellectual Property.** Customer acknowledges all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by SolarCity are instruments of service, and shall remain the property of SolarCity and may not be used by Customer without SolarCity's consent.

5.14 **Limitation of Liability.**

(a) **No Consequential Damages.** IN NO EVENT SHALL EITHER PARTY OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY IN SUCH STATES. [NOTE: THIS DOES NOT PREVENT RECOVERY OF DIRECT DAMAGES TO THE CUSTOMER'S FACILITY CAUSED BY THE SYSTEM, INCLUDING PHYSICAL DAMAGE OR LOSS.]

(b) **Limitation of Duration of Implied Warranties.** ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS AGREEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY IN SUCH STATES.

(c) **Limit of Liability.** Notwithstanding any other provision of this Agreement to the contrary, SolarCity's total liability arising out of relating to this Agreement shall in no event:

i. **For System Failure or Replacement:** exceed the total cost of the System; and

ii. **For damages to your Facility:** exceed two million dollars (\$2,000,000) provided that for any damages to be recovered under this section they must be (i) caused solely by SolarCity or the System; and (ii) such damage must be covered by SolarCity's insurance.

iii. **For obligations arising from Section 5.12 (Indemnification):** No limit.

5.15 **Publicity.** Customer grants SolarCity permission to publicly use, display, share, distribute and advertise the photographic images, System details, price and any other non-personally identifying information related to the System installed at the Site. SolarCity shall not knowingly release any personal data about Customer. Customer shall have the right to opt-out of these publicity rights by written notice to SolarCity.

5.16 **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the party

identified in this Agreement at the address set forth below or such other address as either party may specify in writing. Each party shall deem a document faxed to it as an original document.

To SolarCity: SolarCity Corporation
3055 Clearview Way
San Mateo, CA 94402
Attention: Contracts
Email: contracts@solarcity.com

To Customer: At the billing address in the Purchase and
Installation Agreement or any subsequent billing
address Customer gives SolarCity.

5.17 Applicable Law/Venue.

The laws of the state where the Facility is located shall govern this Agreement without giving effect to conflict of laws principles. All claims, disputes and other matters in question, arising out of, or relating to, this Agreement or the breach thereof shall be decided in Federal and State courts located in Inyo County or the Eastern District of California. . In the event of any litigation arising from or related to this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorneys' fees, experts' fees and other related expenses.

5.18 Entire Agreement; Changes.

This Agreement represents the entire agreement between the Customer and SolarCity and supersedes all prior negotiations, representations or agreements regarding the matters set forth herein. SolarCity's obligations under this Agreement may only be assigned in writing to a party that expressly accepts responsibility in writing for SolarCity's obligations under this Agreement. Any change to this Agreement must be in writing and signed by both Parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable. Provisions that should reasonably be considered to survive termination of this Agreement shall survive.

5.19 Subcontractor Authority for Customer

In the event that the Purchase and Installation Agreement is executed by a person other than ultimate Customer of the System or the Facility, the Customer represents that it has received all approvals required to execute this Agreement and that Customer acknowledges the provisions of this Agreement and agrees to be bound by the obligations of the "Customer" hereunder, as if Customer were a party to this Agreement.

5.20 Miscellaneous Provisions.

(a) Waiver. SolarCity's or Customer's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. SolarCity's or Customer's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.

(b) Severability. If any term, condition or covenant of this agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Customer and SolarCity.

(c) Third Party Payor (if applicable). If payment for SolarCity's services is to be made on behalf of Customer by a third-party lender. Customer agrees that SolarCity shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. The following

name(s) and address(es) of the construction lender(s) for the project are provided by Customer pursuant to CA Civil Code Section 3097(m): Construction Lender(s): _____.

(d) Estimates. Estimates of land areas provided under this Agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

(e) Hazardous Materials. Customer acknowledges that SolarCity's scope of services for this project does not include any services related in any way to, or containing or utilizing, asbestos and/or hazardous or toxic materials. Should SolarCity or any other party encounter or disturb such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect SolarCity's services. SolarCity may, at its option, suspend or terminate work on the project until such time as Customer retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials. Customer hereby agrees to bring no cause of action on any basis whatsoever against SolarCity, its officers and directors, principals, employees, agents and subcontractors resulting from disturbing or encountering such materials. Customer hereby agrees to bring no cause of action on any basis whatsoever against SolarCity, its officers and directors, principals, employees, agents and subcontractors if such claim or cause of action in any way would involve SolarCity's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Customer further agrees to defend, indemnify and hold harmless SolarCity, its officers, directors, principals, employees and subcontractors from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by SolarCity pursuant to this Agreement, except claims caused by the sole negligence or willful misconduct of SolarCity or asbestos or hazardous material originating with SolarCity.

(f) Reserved.

(g) Counterparts. This Agreement may be executed in any number of counterparts.

(h) Interpretation. This Agreement shall not be construed more strictly against one party than against the other. Both Customer and SolarCity have contributed substantially and materially to the preparation of this Agreement.

5.21 Licensing and Regulation of SolarCity. In California, contractors are required to be licensed and regulated by the California Registrar of Contractors, State License Board, which has jurisdiction to investigate complaints against contractors. Notwithstanding anything in this Agreement to the contrary, Customer and SolarCity each retains the right to file complaints with the California Registrar of Contractors. Further, in each state, contractors are required to be licensed and regulated by the registrar of contractors, state license board, or similar governing body that has jurisdiction to investigate complaints against contractors. Notwithstanding anything in this Agreement to the contrary, Customer and SolarCity each retains the right to file complaints with the applicable state registrar of contractors, license board or other governing body set forth in Exhibit 6 of this Agreement.

(a) Bonds. Notwithstanding any language to the contrary in this Agreement and solely to the extent a performance and/or payment bond is being issued to Customer:

- i. Performance bond liability. Any performance bond issued for a site or system will cease one (1) year from the completion of construction. If a warranty or guarantee is provided under the terms of this Agreement, the balance of any warranty or guarantee beyond one year term of the applicable performance bond shall continue to be guaranteed solely by Seller under the terms of this Agreement. The performance bond does not guarantee any property restorative requirements.

- ii. Payment bond liability. Any payment bond issued will cease at the termination of any time required by law.
- iii. Performance Guarantee. Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.

5.22 Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, Customer will not withhold any federal or state income taxes or social security from any payments made by Customer to SolarCity under the terms and conditions of this Agreement.
- (2) Customer 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 SolarCity under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, Customer has no obligation to withhold any taxes or payments from sums paid by Customer to SolarCity under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of SolarCity. Customer has no responsibility or liability for payment of SolarCity's taxes or assessments.
- (4) The total amounts paid by Customer to SolarCity, 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, SolarCity shall complete and submit to the Customer an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment C, upon executing this Agreement.

5.23 Required Licenses, Certificates, and Permits.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the Work must be procured by SolarCity and be valid at the time SolarCity enters into this Agreement. Further, during the term of this Agreement, SolarCity 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 SolarCity at no expense to the Customer. SolarCity will provide Customer, 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 SolarCity and Customer as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, Customer reserves the right to make such determinations for purposes of this Agreement.

B. SolarCity 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. SolarCity 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>.

5.24 Nondiscrimination.

During the performance of this Agreement, SolarCity, 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. SolarCity 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. SolarCity 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.

Exhibit 6

State Specific Agreement Exceptions, Terms and Conditions

California

1. SolarCity's license number(s):

CA: Contractor License No. 888104

2. Section 5.21 of the Agreement (Licensing and Regulation of Contractor):

Contractors are required by Law to be licensed and regulated by the California Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or mission pertaining to structural defects must be filed within ten years of the date of the alleged violation. In California, any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

End of California Section

Exhibit 7

Operations and Maintenance ("O&M")

SolarCity will provide such operation and maintenance ("O&M") services as are required to comply with the CSI program, and during the Warranty Period, as set forth below. Following the expiration of the Warranty Period, O&M shall be the responsibility of the Customer.

Action Taken	Personnel	Timeline			Description of Maintenance
		Installation	Ongoing	As Needed	
Safety and Quality control	Project Foreman	X			Verify safety, reliability, maintainability, expected performance, and warranty compliance. Identify problem areas. Commission system.
Monitoring	Project Foreman / Monitoring Team	X	X		Remotely monitor and trouble shoot PV system. Set and monitor alarms for signals of underperformance.
Onsite Maintenance	Maintenance Crew			X	Dispatch Maintenance Crew to inspect and mitigate sources of downtime to improve energy output and document warranty compliance.
Mechanical Inspection	Project Foreman / Maintenance Crew	X		X	Visually inspect and identify damage and/or wear of support structure.
Electrical Inspection	Project Foreman / Maintenance Crew	X		X	Identify damage and/or wear of wiring, conduit, combiners, and switchgear.
Modules Inspection	Project Foreman / Maintenance Crew	X		X	Inspect PV modules for physical damage.
Inverter Inspection	Project Foreman / Maintenance Crew	X		X	Inspect inverter for physical damage, verify operation and expected output



AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: County Counsel and County Administrator

FOR THE BOARD MEETING OF: March 12, 2013

SUBJECT: Approval of Contract Amendment #2 between Gregory L. James and the County of Inyo

DEPARTMENTAL RECOMMENDATION

Request your Board approve Amendment #2 to Inyo County contract with Gregory L. James, for the provision of Water/Environmental Attorney Services for the County of Inyo, increasing the contract amount by \$40,000, for a total contract amount not to exceed \$99,450, and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained. (4/5 vote required)

SUMMARY DISCUSSION

On June 19, 2012, your Board approved a contract with Gregory L. James in the amount of \$30,000 for the provision of Water/Environmental Attorney Services regarding Natural Resources. Mr. James has represented Inyo County on water related matters for decades and currently also represents the County regarding issues raised by proposed solar development in Inyo County.

On August 7, 2012, your Board approved Amendment #1 to the Inyo County contract with Mr. James, increasing the contract by \$29,450 for a total amount not to exceed \$59,450 and amending the Scope of Work to include assisting the County in processing an application for a General Plan Amendment (GPA) and Zoning Reclassification (ZR) for the proposed BrightSource Energy, LLC (BSE) - Hidden Hills Solar Electric Generating System (HHSEGS) in Charleston View. This addition to the Scope of Work included analyzing potential legal issues, assisting the County with the entitlement process for the HHSEGS through the California Energy Commission (CEC), as well as assisting in the preparation of reports for the Planning Commission and Board of Supervisors hearings and being available for such hearings.

As the County begins to move forward with the CEC Evidentiary Hearings on the Application for Certification for the HHSEGS project, it is extremely important that Mr. James be available to assist the County in preparing for these hearings, and representing the County during the hearings using his expertise in water and environmental law.

ALTERNATIVES

Your Board could choose not to amend the contract with Gregory L. James as recommended. However, this is not recommended as Mr. James' expertise continues to provide the County with critical information to ensure the County's interests are fully represented on water and environmental related issues.

OTHER AGENCY INVOLVEMENT

The California Energy Commission is responsible for permitting BrightSource Energy's HHSEGS Project.

FINANCING

Funding for the additional \$40,000 is included in the FY 2012/13 Natural Resources Budget #010204, Object Code #5265.

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES, ESQ.
WATER/ENVIRONMENTAL ATTORNEY SERVICES REGARDING NATURAL RESOURCES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James, Esq. of BISHOP, CALIFORNIA (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of legal services dated June 19, 2012, 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.

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

1. Section 3, Paragraph E. is amended to read as follows:

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, including incidental, travel and per diem expenses, if any, shall not exceed \$99,450.00 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, including incidental, travel or per diem, which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is March 12, 2013.

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

\\\\\\ NOTHING FOLLOWS \\\\

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES, ESQ.
WATER/ENVIRONMENTAL ATTORNEY SERVICES REGARDING NATURAL RESOURCES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Gregory L. James
Signature

Gregory L. James
Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Riddle

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Justin L. Chapin

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Jue

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

N/A

County Risk Manager

iC:Contracts/Amendments.GjamesAmend2.022613



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF March 12, 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 Road eater 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 Road eater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: HEALTH & HUMAN SERVICES and THE COUNTY ADMINISTRATIVE OFFICER

FOR THE BOARD MEETING OF: March 12, 2013

SUBJECT: FY 2012-13 First Five Commission and County Library Budget Amendment

DEPARTMENTAL RECOMMENDATION:

1. Request Board 1) Amend the FY 2012-13 First Five Commission Budget (643000) as follows: increase appropriation in Other Agency Contributions (5539) by \$10,000; and decrease appropriation in Professional Services (5265) by \$10,000;
2. Authorize payment in the amount of \$10,000 to the Inyo County Library in order for them to purchase parenting and early childhood development resources.
3. Approve the use of unanticipated revenue and amend the FY 2012-13 County Library Budget (066700) as follows: increase estimated revenue in Donations (4951) by \$10,000 and increase appropriation in Library Books and Subscriptions (5325) by \$10,000. (4/5's vote required)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

During the budgeting process for First Five this expense was budgeted in the incorrect object code, Professional Services (5265). Since both First Five and the Library are within the county a journal entry will be processed from Other Agency Contributions (5539) instead of Professional Services. Additionally a budget amendment is needed for the Library in order to accept and expend this funding.

By authorizing the transfer of funds from First Five to the Library, this will allow the head librarian to purchase, catalog, and circulate parent and early childhood development resources throughout Inyo's branches (including Tecopa and Furnace Creek, as well as our more populous Bishop, Big Pine, Independence and Lone Pine branches). A list of many items that are requested by parents and child development experts will be provided to the head librarian to help guide the purchasing.

The First Five Commission voted to spend this money when they approved their 2012-13 Fiscal Plan last June, and the minutes to that meeting are attached for your review.

This funding must be spent by June 30th 2013. Any unspent funds must be returned to the First Five Commission to be returned to the originating state office.

ALTERNATIVES:

Your Board could choose not to approve this budget amendment which would impact the Library's ability to purchase the resources. Additionally the First Five Commission has voted to spend the resources in this way.

OTHER AGENCY INVOLVEMENT:

FINANCING:

100% State funds, no County General Funds. There is funding in the First Five Budget (643000) to cover this expense.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <input checked="" type="checkbox"/> _____ Date: <u>2/21/13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i>  Approved: <input checked="" type="checkbox"/> _____ Date: <u>2-</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2-25-13



**Minutes from First 5 Inyo Public Hearing & Commission Meeting
Thursday, June 7th 2012 * 8 to 10 AM * One Stop Conf. RM – 912 N. Main Street**

1. Call to Order, Establish Quorum, Public Comment

Commissioners Cash, Benson, Turner, and Stone present. Also present were Verna Sisk of ICSOS, First 5 Director Jody Veenker, and HHSS Tina Slee. Paula Brown-Williams and Leigh Parmenter from Eastern Sierra Institute for Collaborative Education later joined the meeting to answer any questions about their strategic grant application.

Public Comment: Verna Sisk came to speak regarding the State PoP development site grant that the Commission initially voted to pursue applying in May, but was later determined by staff, the county fiscal dept., and ultimately board consultation it was outside county policy to pursue grants without administrative overhead, once it became clear late into the application process that there were no administrative expenses allowed. At this point, unable to take the lead on this project we backed out in writing with regrets to all involved from ICSOS, Alpine, & Mono.

Once Inyo could not take the lead on this project, Mono stepped up to do so instead, which allowed us to still participate since they need our classroom numbers and Sisk's CPIN team's expertise to pull off the potential site PoP requirements. Sisk stated that she felt she communicated clearly to the Commission at the previous meeting that she would take responsibility for all administrative and evaluation work involved. The Commission explained that Inyo County Fiscal Department and County Counsel would still have to work on all invoices, contracts, and forms.

Everyone agreed that the grant was difficult to apply for due to structure and timing in the first place, but ultimately all were pleased Inyo preschools and children could still benefit and that this kept us in position for future PoP development.

2. Monthly Strategic Grant Review

The Commission welcomed Paula Brown-Williams and Leigh Parmenter of Eastern Sierra Institute for Collaborative Education, who came to answer any questions about the grant application for Sierra Discover Days. They said that they were surprised at how many families showed up at the last event with children 0-5, so they decided to be more prepared this year by applying for the grant to offer more activities directed to that age range. The Commission suggested that they develop a way to better measure specific data from families of 0-5 year olds that attend, and possibly focus on a specific family's progress also to report their findings to the state.

Motion to approve funding more 0-5 activities at Sierra Discovery Days made by Commissioner Turner, Seconded by Commissioner Benson. Approved 4-0

3. Review & Vote to Accept First 5 CA 2010-2011 Annual Report

Director Veenker gave an overview of the First 5 CA Annual Report for the Commission, and informed them that the entire report was available online on the First 5 website.

Motion to accept First 5 CA 2010-2011 Annual Report made by Commissioner Benson, seconded by Commissioner Stone. Approved 4-0

4. Further Distribution & Approval of Updated First 5 Inyo 2011-2012 Annual Report

Director Veenker reviewed the Inyo County Annual Report for the Commission, pointing out the changes that have been made after previous review and presentation last November 2011.

Motion to accept updated First 5 Inyo 2011-2012 Annual Report made by Commissioner Benson, seconded by Commissioner Stone. Approved 4-0

5. Review and Vote to Accept First 5 Inyo 2012-2015 Updated Fiscal Plan

Director Veenker shared her calculations with the Commission that once contracts are paid for this year, First 5 would have a fund balance of roughly \$650,000 left in the budget. After FY 2013-2014 revision the fund balance is predicted lower to \$460,000 with the adoption of the proposed Updated Fiscal Plan. The County Fiscal department has advised the Commission to continue to spend conservatively to sustain current programs for a longer amount of time, and Veenker did so as she drew up budgets for 2012-15, decreasing the ceiling on Strategic & Special Grant Funding for fiscal years 2012-14.

To further build sustainability into First 5 Inyo investments, Veenker presented the Commission with some targeted grant inclusions in the 2012-13 budget. This included up to \$10,000 to purchase parenting and child development resources for circulation in Inyo libraries, and up to \$10,000 for Protective Factors training and projects, including the parent resiliency workgroup recruiting picnics planned for Northern & Southern Inyo, and the TA necessary to complete the family strengths test proposed by the professional development workgroup.

Motion to Accept the First 5 Inyo Updated Fiscal Plan made by Commissioner Turner and seconded by Commissioner Benson. Approved 4-0

6. Review and Vote to Accept Annual Updates to First 5 Inyo Strategic Plan

Director Veenker updated the Commission on changes made to the Strategic Plan, and progress made in the process so far. She added that the Commission had not yet spent any of the money in the Targeted Grant Budget for 2011-2012.

Motion to accept annual updates to First 5 Inyo Strategic Plan made by Commissioner Stone, seconded by Commissioner Benson. Approved 4-0

7. Outreach and Resource Development Efforts

Director Veenker reported on the ribbon cutting ceremony at the IMACA garden, and Tina updated the Commission on the turnout and book distribution at Fiesta de Lone Pine. Flyers for future outreach were made available in the Commission packets for review. First 5 staff are hoping to have the new Spanish FRC Coordinator from Lone Pine at an upcoming Commission meeting to get to know the Commission, but LPUUSD contracting still in works.

8. Staff Update

Emailed to the Commission.

9. Commissioner Updates

None at this time.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

17

FROM: Public Works Department

FOR THE BOARD MEETING OF: March 12, 2013

SUBJECT: Authorize deleting one vacant Fiscal Supervisor position, add one Management Analyst or Senior Management Analyst position and authorize filling the vacancy.

DEPARTMENTAL RECOMMENDATIONS:

1. Request Board change the authorize strength within the Public Works/Road Department by deleting one full-time Fiscal Supervisor, Range 67 (\$3,852-\$4,676) and add one full-time Management Analyst or Senior Management Analyst depending on qualifications.
2. Request the Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Management Analyst or Senior Management exists, as certified by the Public Works Director/Road Commissioner and concurred with by the County Administrator and Auditor-Controller; B) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Management Analyst, Range 74 (\$4,547-\$5,526) or Senior Management Analyst Range 76(\$4,768-\$5,796) depending on qualified applicants.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Fiscal Supervisor position in Public Works has been vacant for more than a year. During the time it has been vacant, the requirements for the position have been reviewed which led to the recommendation that because of the variety of funding and accompanying restrictions on the funding, as well as supervision, that the position should be reclassified as a Management Analyst prior to filling the vacancy. During this period as the Public Works financial operation and Road funding processes were reviewed and enhanced it became apparent that a higher level of experience and skills are required to maintain day to day operations, ensure staff training and processes are kept current, as well as, expedite problem solving as needed. The position will oversee the fiscal operations within all the divisions of Public Works. The restrictions and cost accounting required for the Road Fund, including projects funded from the State Transportation Improvement Program (STIP) and grant funding support the classification of Management Analyst or Senior Management Analyst.

ALTERNATIVES:

The Board could decide not to approve the request for the reclassification. This is not recommended because of the level of work required by this position. The Board could decide not to approve filling the vacancy. This is not recommended, as there is an ongoing need for fiscal support and supervision for the department.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's Office

FINANCING:

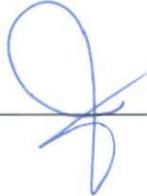
This position is allocated in the Public Works (011500) budget, with funding from various divisions of Public Works and is currently included in the FY2012-2013 Board approved budget. The total number Public Works authorized positions would remain the same.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: <u>N/A</u>	Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>✓</u>	Date <u>3/7/13</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: <u>✓</u>	Date <u>3/4/13</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3/7/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: March 12, 2013

SUBJECT: Filling Vacant Engineering Assistant I

DEPARTMENTAL RECOMMENDATION:

Request Board find that, consistent with the adopted Authorized Position Review Policy:

- A) the availability of funding for the requested position comes from the Public Works Budget, as certified by the Interim Public Works Director, and concurred with by the County Administrator and the Auditor-Controller;
B) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and
C) Approve the hiring of one Engineering Assistant I at Range 71 (\$4,234 - \$5,147).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Engineering Assistant position was briefly filled recently, but other than that brief time, position, along with several other positions in Public Works has been vacant for more than a year. It is important to fill this position to relieve some of the workload and to be trained to improve the continuity after retirements anticipated over the next few years. This position will help the Public Works Department get projects out the door.

ALTERNATIVES:

The Board could decide not to approve the request. This is not recommended, as the position is allocated, there is a demand for the services and the backlog can be anticipated to exacerbate with future retirements without filling vacancies.

OTHER AGENCY INVOLVEMENT:

CAO

Personnel Department for recruitment

Auditor

FINANCING:

This position is fully funded by the Public Works budget, 011500, and is currently included in the FY2012-2013.

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: <u>N/A</u> Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <u>Leslie L. Chapman</u> Approved: <u>✓</u> Date <u>3/7/13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <u>[Signature]</u> Approved: <u>✓</u> Date <u>3/7/13</u>

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

[Signature]

Date: 3/7/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Schedule time for _____ | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

For Clerk's Use Only:
AGENDA NUMBER 19

FROM: Public Works Department

FOR THE BOARD MEETING OF: March 12, 2013

SUBJECT: Request authority to submit grant application to the California State Parks Off-highway Motor Vehicle Division.

DEPARTMENTAL RECOMMENDATIONS:

Request Board approve a resolution entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application."

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Department of Parks and Recreation is offering the Off-Highway Vehicle (OHV) grant program, to provide for well-managed OHV recreation by providing financial assistance to eligible agencies that develop, maintain, operate, expand, support, or contribute to well-managed, high quality, OHV recreation areas, roads, and trails; and to responsibly maintain the wildlife, soils, and habitat of Project Areas in a manner that will sustain long-term OHV recreation in accordance with the legislative provisions and intent of the Act commencing at PRC section 5090.01.

If awarded, these monies would be used to fund

- 1) The completion of an environmental document pursuant to evaluate the potential impacts created by the designation of combined-use routes for off-highway vehicles pursuant to AB 628, and
- 2) Purchase road equipment to maintain the County maintained combined-use roads.

This is a competitive grant, therefore we will not know what we are awarded until the Intent to Award is posted on the State Parks OHV Division website July 5, 2013. The OHV grant requires a twenty-five percent (25%) in-kind match. The match for Phase 1 of the grant will be provided by the Inyo County Local Transportation Commission and the match for Phase 2 of the grant will be provided by the Inyo County Road Department. County staff submitted a preliminary grant application to meet the time requirements for the submittal of this grant. The grant application can be revised or withdrawn if the Board chooses. The public has an opportunity to comment on the County application at the California Department of Parks and Recreation website at <http://ohv.parks.ca.gov>.

Background

The Eastern Sierra ATV Adventure Trails group has applied to the County to designate multiple County roads as being open for combined-use by off-highway vehicles including All Terrain Vehicles (ATVs). The State approved Assembly Bill 628 that allows, as a pilot program for a limited period, Inyo County to designate combined-use roads for up to 10.0 miles in length and also required the County to approve Implementing

Procedures. The County released a Draft Mitigated Negative Declaration pursuant to the California Environmental Quality Act (CEQA) for the approval of the Implementing Procedures and for the future approval of combined-use routes. Based on extensive public response, the County limited the scope of its approval to just the CEQA document for the approval of the Implementing Procedures and agreed to complete future route-specific environmental review of any proposed combined-use routes.

The project proponents have since submitted multiple application for a system of combined-use routes to the County that can be viewed at <http://www.inyoltc.org/ab628impl.html>. Per the Implementing Procedures and AB 628, the County has sent formal notice requesting specific determinations specified in State law to the California Highway Patrol and the California Department of Transportation. The County has also sent correspondence to land management agencies notifying those agencies of the proposed action, requesting specific information, and asking for related comments. The County has not received a formal reply from any of these agencies. Several agencies have asked for a time extension due to the timing of the notice (holiday season) and the complexity of their review. When the responses are submitted to the County, the scope of the project will be refined and a CEQA document will be prepared and released for public review and comment.

Phase 1

County staff has not yet completed the environmental checklist to determine which type of environmental document will be required for this project. It is likely that this project will either require a Mitigated Negative Declaration including several specific studies or an Environmental Impact Report. The scope of the project is dependent on the review of the California Highway Patrol and Caltrans and may be influenced by comments from the City of Los Angeles Department of Water and Power (LADWP), the Bureau of Land Management, and the Inyo National Forest. The total estimated cost for the environment review of combined-use routes in Inyo County is estimated to be \$300,000 due to the complexity of the environment evaluation.

Phase 2

This portion of the grant application is completely dependent on the completion of Phase 1 and the future approval of combined-use routes by the Board of Supervisors. The County will not receive this equipment if the County does not designate combined-use routes. The County does not currently maintain any green sticker legal roads. If the County does designate roads for combined-use, it will need to maintain those roads. Phase 2 includes the purchase of:

- One motor grader costing approximately \$350,000,
- One front loader costing approximately \$275,000, and
- One water truck costing approximately \$130,000.

The total estimated cost of this equipment is \$755,000. The County currently maintains these roadways and will need to continue doing so in the future. The motor grader, front loader, and water truck will be used to maintain dirt roads within the existing footprint of the current road right of way.

The Inyo County Sheriff's Department is also applying for funds to the California Department of Parks and Recreation. However, they are applying for a different pot of funds specific to law enforcement.

General Plan Consistency and Neighboring Agency Plan Consistency

The proposed project is consistent with the Inyo County General Plan Policy state that the County supports and encourages varied use of public recreation opportunities, including: "Off road vehicle use is a significant recreational activity in the County. Existing off-road vehicles use areas should be continued and additional off-road vehicle areas should be developed." As a part of the development of the combined-use routes, the County is seeking concurrence from the Inyo National Forest and the Bureau of Land Management that the routes being

linked to by the County roads are legal for use by green sticker vehicles and to provide other findings. The proposed network will thus be consistent with those land management agencies adopted plans.

ALTERNATIVES:

- 1) The Board could choose to limit the scope of the application and provide direction to staff.
- 2) The Board could choose for the County to not seek a grant application through this round of State Parks and Recreation funding.

OTHER AGENCY INVOLVEMENT:

California Department of Parks and Recreation Off-highway Motor Vehicle Recreation Division (grant approval)
Inyo County Local Transportation Commission (matching funds)
Inyo County Road Department (matching funds)

FINANCING:

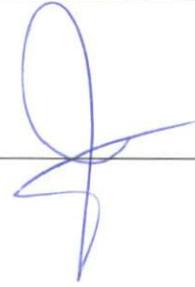
If the County is successful in receiving this grant, this matter will be brought back before the Board to finalize the budgeting for this project. The County will find out whether it received the grant in early July.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date: <u>7/27/13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date: _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 2/27/13

RESOLUTION NO. 2013-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE
SUBMITTAL OF THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS
AND RECREATION, OFF-HIGHWAY VEHICLE GRANT APPLICATION**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with the Inyo County General Plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors hereby:

- (a) Approves the filing of an Application(s) for an Off-Highway Vehicle Grant; and
- (b) Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
- (c) Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development of Projects be maintained to specific conservation standards; and
- (d) Certifies that the Project will be well-maintained during its useful life; and
- (e) Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
- (f) Certifies that this agency will provide the required matching funds; and
- (g) Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
- (h) Appoints the Inyo County Public Works Department Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this 12th day of March 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio
Clerk of the Board

By: _____
Patricia Gunsolley, Assistant



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER 20

FROM: Public Works Department

FOR THE BOARD MEETING OF: ~~January 22, 2013~~ ~~February 19, 2013~~ March 12, 2013

SUBJECT: Lease Agreement between the County of Inyo and Jerry M. Core and Deborah Ann Core, Trustees of the Core Trust dated October 5, 1993 and Mary J. Core, Successor Trustee of the Core Trust dated September 20, 1990.

DEPARTMENTAL RECOMMENDATIONS:

Request the Board ratify the Lease Agreement between the County of Inyo and Jerry M. Core and Deborah Ann Core, Trustees of the Core Trust dated October 5, 1993 and Mary J. Core, Successor Trustee of the Core Trust dated September 20, 1990 for the real property described as 230 W. Line Street, Bishop, California, 3,426 square feet, for an initial period of two-years, with three one-year options, in an initial amount of \$3,000.00 per month for the period of March 1, 2013 to February 28, 2015, with a maximum allowed annual increase of 2% for each of the three one-year options exercised by the County, contingent upon the adoption of the 2013-2014 Budget and adoption of future budgets and signatures by appropriate staff, and, authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This lease provides office space for Inyo County Child and Family Support Services and the District Attorney located in Bishop. The Lease Agreement provides for an initial term of two-years, commencing March 1, 2013 and ending on February 28, 2015, with three one-year options. The monthly lease amount for the initial term is \$3,000.00 per month or \$36,000.00 per year. Should the County exercise its option for the third year, the monthly lease amount may be increased to a maximum of 2% above the initial term amount to \$3,060.00 per month or \$36,720.00 per year. Should the County exercise its option for the fourth year, the monthly lease amount may again be increased by a maximum of 2% above the current term amount to \$3,121.20 per month or \$37,454.40 per year. Should the County exercise its option for the fifth year, the monthly lease amount may again be increased by a maximum of 2% above the current term amount to \$3,183.62 per month or \$38,203.44 per year. If your Board approves the lease and the County exercises all five year options, the total amount payable under the lease will be \$184,377.84.

ALTERNATIVES:

The alternative would be to find another location. No other office Space that would serve the current needs has been identified at this time.

OTHER AGENCY INVOLVEMENT:

- County Counsel for review of the bids and approval of the contract.
- Auditor's Office for approval of the contract and payment of invoices.
- Risk Manager for approval of the contract.

FINANCING:

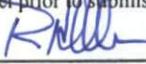
The Public Works Department has identified funds for this contract in Budget Unit 011100 Object Code 5291 Maintenance, Buildings and Grounds, Office Space and Site Rental.

Agenda Request Form

Board meeting of ~~January 14, 2013~~ March 12, 2013

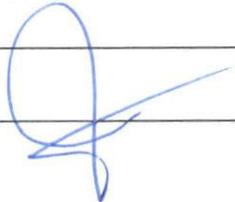
Subject: Lease Agreement between the County of Inyo and the Core Trusts

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 2-7-13

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 2/8/13
2/27/13

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 2/27/13

**LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND**

**JERRY M. CORE AND DEBORAH ANN CORE, TRUSTEES OF THE CORE TRUST DATED
OCTOBER 5, 1993 AS TO AN UNDIVIDED 50% INTEREST AND MARY J. CORE, SUCCESSOR
TRUSTEE OF THE CORE TRUST DATED SEPTEMBER 20, 1990 AS TO AN UNDIVIDED 50%
INTEREST**

THIS LEASE AGREEMENT, made and entered into this 1st day of March, 2013, by and between The Core Trust, hereinafter referred to as "Lessor," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by, Jim Tatum, whose title is: Deputy Director Public Works, hereinafter referred to as "County's Lease Administrator," and on behalf of Lessor by Jerry Core.

SECTION TWO. DESCRIPTION.

Lessor hereby leases to County that real property described as the entire office space identified as: 230 West Line Street, Bishop, CA 93514 consisting of the northernmost offices, restrooms and garage area of the commercial building at 230 West Line Street, Bishop, CA 93514, excluding [file storage area]. Said real property, hereinafter referred to as "leased premises," is leased on the terms and conditions hereafter set forth.

SECTION THREE. PARKING.

County shall have reasonable non-exclusive use of the parking areas located Parking area adjacent to the offices in common with other tenants and occupants of the leased premises, together with the right of reasonable ingress and egress to the leased premises parking area.

SECTION FOUR. INITIAL TERMS AND OPTIONS.

The initial term of the Lease is for 24 months, commencing on March 1, 2013 and terminating on February 28, 2015. In addition, County shall have three options to extend the Lease for additional one-year periods as follows:

- a. From March 1, 2015 through February 29, 2016
- b. From March 1, 2016 through February 28, 2017
- c. From March 1, 2017 through February 28, 2018

County shall exercise such options by giving written notice to Lessor at least thirty (30) days before the expiration of the Lease Term, or an extension thereof.

The notice shall specify the period of the options being exercised. Except as provided for in Section Seven (Rent), the option to extend shall be upon the same terms and conditions as stated in this Lease.

SECTION FIVE. EARLY TERMINATION.

The ability of the County to enter into this Lease is based upon available funding from various sources such as, without limitations, grants or other appropriations from other governmental entities. This Lease may be terminated by County at its sole discretion by first giving to Lessor no less than sixty (60) day written notice in the event that, for reasons not reasonably within the County's control, such funding from one or more of such

sources fails, is reduced, or is otherwise modified in such a manner as to render all or part of the funding unavailable for payment of rent pursuant to this Lease.

SECTION SIX. HOLDING OVER.

Any holding over at the expiration of said term, or extensions thereof with the consent of Lessor, either expressed or implied, shall be construed to be a tenancy from month to month at the same rental as paid for the last month of the lease period, and shall be otherwise upon the same terms and conditions as are herein provided. Such holding over shall include any time required by County to remove its equipment and fixtures.

SECTION SEVEN. RENT.

The rent reserved to Lessor herein shall be the sum of Three Thousand Dollars (\$ 3,000.00) per month and shall be paid in arrears, which means by the first of the month next following the month on which such rental was earned.

In the event the County exercises its option to extend for any or all of the one-year periods, the rent for such option period may increase as agreed upon by Lessor and County, but not to exceed an increase in excess of Two percent (2%) of the rent for the previous Lease period.

SECTION EIGHT. PRORATED RENT.

The County shall not be liable for rent until such time as County occupies the leased premises. The rent shall be prorated daily for the number of days that the building is occupied by County in its initial occupancy, if less than a full month, and in holding over pursuant to Section Six (Holding Over).

SECTION NINE. USE.

It is the intention of the County to occupy and use the leased premises for County Offices. County may use leased premises for other governmental uses, but such uses are subject to approval of the Lessor, which shall not unreasonably be withheld.

SECTION TEN. HOURS.

County shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION ELEVEN. ALTERATIONS AND IMPROVEMENTS.

County may make alterations and/or additions to the leased premises. However, any additions, improvements or alterations permanently made or affixed to the leased premises shall be made only with Lessor's written approval. All equipment and non-permanent fixtures installed by County shall remain the property of the County and may be removed by County upon termination of this Lease or any extension thereof. Any damage occasioned by such installation and/or removal shall be repaired by County. All other fixtures, additions, alterations and improvements made by the County to the Leased premises shall become property of Lessor upon termination of this Lease or any extension thereof.

SECTION TWELVE. UTILITIES.

Lessor shall provide and pay for the following utilities: None. County shall provide and pay for the following utilities: All utilities.

SECTION THIRTEEN. JANITORIAL SERVICE AND TRASH REMOVAL.

County shall furnish at County's sole expense janitorial and trash removal services which may be required on the leased premises, not less than: Janitorial shall be provided daily/Trash pickup at least once per week. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FOURTEEN. MAINTENANCE.

Lessor shall, at Lessor's own expense, keep and maintain the entire leased premises, both interior and exterior (including, but not limited to, landscaping, sidewalks, parking lots, and all mechanical, cooling, heating, plumbing, and ventilating equipment, if any), in good order, condition, and repair. Lessor shall make repairs required under this clause within a reasonable time after receipt of written notice of the need of such repairs.

SECTION FIFTEEN. SIGNS.

County may erect signs necessary to identify County's occupancy of the leased premises during the term hereunder. The County shall forward to Lessor the proposed design for said signs prior to placing said signs on the leased premises. County shall not place the proposed signs on the leased premises until Lessor has given Lessor's consent to the proposed signs. Lessor shall not unreasonably withhold said consent. Signs shall be removed by County at the termination of this Lease.

SECTION SIXTEEN. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by act of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse the County from the payments of any rental or other charge required of County, except as may be expressly provided elsewhere in this Lease.

SECTION SEVENTEEN. WASTE.

County shall give prompt notice to Lessor of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION EIGHTEEN. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be substantially damaged by any cause during the term of this Lease or extension thereof, other than through the fault or neglect of County, to such an extent that the leased premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its option by giving written notice of intentions to the other party within thirty (30) days following said destruction; if this Lease is not so terminated, County shall not be liable for any rent until repairs have been made or reconstruction completed by Lessor, so that the leased premises are again ready for occupancy. If the lease premises are substantially damaged or destroyed through the sole fault or negligence of County, its officers, or employees, this Lease may not be terminated by County, and it shall be the obligation of County, at its sole expense, to reconstruct or repair said leased premises.

SECTION NINETEEN. HOLD HARMLESS.

County shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein or thereon caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or by burglaries, or fire, water, gas, oil, electricity, or other causes of whatsoever nature; or occasioned by

bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages, referred to in this clause are hereby waived by Lessor, who agrees, to the extent authorized by law to defend, indemnify, and hold harmless the County from and against fees, arising from acts or omissions identified immediately above for which the County shall not be liable. County shall to the extent authorized by law, defend, indemnify, and hold harmless Lessor from and against the same, which is occasioned by, growing out of, arising or resulting from any willful or negligent act or omission on the part of County, its officers, employees, or agents.

SECTION TWENTY. RIGHT OF ENTRY.

Upon 24 hours advance notice to Lessee, Lessor reserves the right to enter at all reasonable times upon any part of the leased premises, to inspect and examine the same, or to see that the covenants of this Lease are being kept and performed. Lessee may be present during any inspection or examination. Access by Lessor to areas where confidential data is being used or stored will be provided by escort by authorized Lessee staff. In the event of an emergency, Lessor may enter the leased premises in order to take necessary action to address the emergency and shall provide immediate notice to Lessee of the nature of the emergency warranting the need to access the property.

SECTION TWENTY-ONE. QUIET POSSESSION.

The Lessor, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that County, upon payment of the rental reserved and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease, or any extension thereof, without hindrance or interruption by Lessor, its heirs, devisees, successors, or assigns. Lessor has and reserves the right at any reasonable time to enter upon the leased premises to inspect said leased premises, or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with County's use and enjoyment of the leased premises.

SECTION TWENTY-TWO. NOTICE.

Any notice, communication, amendment, addition, or deletion to this Lease, including changes of address of either party during the term of this Lease, which Lessor or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY:	
<u>Public Works</u>	Department
<u>P.O. Drawer Q</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

LESSOR:	
<u>CORE TRUST</u>	Name
<u>216 S. Mountain View Rd.</u>	Mailing Address
<u>Bishop, CA 93514</u>	City and State

SECTION TWENTY-THREE. ASSIGNMENT AND SUBLEASE

County agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estates, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining written consent of Lessor or its duly authorized agent, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release County from liability hereunder, and any assignee or sublessee shall expressly assume all County's obligations hereunder. It is also agreed that the

giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirements for written consent on any one or more subsequent occasions.

SECTION TWENTY-FOUR. SUBORDINATION.

County agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by Lessor or owner, or their successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. County agrees to execute and deliver, upon demand of Lessor, any and all instruments desired by Lessor subordinating in the manner requested by Lessor this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, County's right to quiet possession of the leased premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION TWENTY-FIVE. MECHANIC'S LIEN.

County agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance, of or on behalf of, County, provided however, that County can contest such lien provided it posts an adequate bond therefore.

SECTION TWENTY-SIX. COMPLIANCE WITH LAW.

County shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereinafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereinafter may be in force.

SECTION TWENTY-SEVEN. WAIVER.

It is agreed that any waiver by Lessor of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessor to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION TWENTY-EIGHT. DEFAULT.

In the event that Lessor or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured with thirty (30) days, the defaulting party fails to commence curing the default with 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION TWENTY-NINE. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION THIRTY. ATTORNEY'S FEES AND COSTS.

In any legal proceeding initiated by a party to the Lease against the other party arising or relating to the Lease or the use of the Leased Premises hereunder, the non-prevailing party shall pay all costs, including reasonable attorney's fees, incurred by the prevailing party in connection with the legal proceedings.

SECTION THIRTY-ONE. SEVERABILITY.

If the provisions of this Lease or the application thereof to any person or circumstances shall, to the extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION THIRTY-TWO. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

SECTION THIRTY-THREE. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: N/A .

SECTION THIRTY-FOUR. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION THIRTY-FIVE. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION THIRTY-SIX. CONSTRUCTION OF AGREEMENT.

Both Lessor and County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against the Lessor or the County as the drafters of this document.

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**LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND
JERRY M. CORE AND DEBORAH ANN CORE, TRUSTEES OF THE CORE TRUST DATED
OCTOBER 5, 1993 AS TO AN UNDIVIDED 50% INTEREST AND MARY J. CORE, SUCCESSOR
TRUSTEE OF THE CORE TRUST DATED SEPTEMBER 20, 1990 AS TO AN UNDIVIDED 50%
INTEREST**

Initial Term of Lease:

March 1-2013 through February 28, 2015

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2013.

LESSEE

County of Inyo

By _____
Chairperson, Board of Supervisors

Date: _____

Approved as to form and content:

County's Lease Administrator

Approved as to form and legality:

County Counsel

Approved as to accounting form and content:

County Auditor

Approved as to insurance and risk management:



County Risk Manager

dg/Leases/Modified/Core Lease 010 230 WestLine

LESSOR

By 

By: JERRY M. CORE
(Type or Print)

Date: FEBRUARY 13, 2013



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 21

FROM: Road Department

FOR THE BOARD MEETING OF: March 12, 2013

SUBJECT: Hiring of Heavy Equipment Mechanic I or II

DEPARTMENTAL RECOMMENDATIONS:

1. Request Board change the authorize strength within the Road Department by deleting one full-time Equipment Operator I, Range 58 (\$3119-\$3795) and add one full-time Heavy Equipment Mechanic I, Range 58 or (\$3119-\$3795 + 2.5% tool allowance) or II, Range 60 (\$3271- \$3973 + 2.5% tool allowance)
2. Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of one Full time Heavy Equipment Mechanic exists, as certified by the Interim Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one full time Heavy Equipment Mechanic I at Range 58 (\$3119-\$3795 + 2.5% tool allowance) or one full time Heavy Equipment Mechanic II at Range 60 (\$3271- \$3973 + 2.5% tool allowance) and authorize to hire at the E step depending on qualifications.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

In November 2011, the Road Department presented a "Road Department Re-organization" workshop to the Board of Supervisors. At that time, there were two Road Crew Supervisors that had retired and it seemed like an appropriate time to take a look at the organization as a whole.

As a result of that workshop, the Road Department decided not to fill one of the Road Crew Supervisor positions and instead created a Lead Worker position. The Lead Worker position was recruited for and eventually filled by one of the qualified equipment operators that were currently working in that district. This equipment operator position was never filled but is still part of the authorized strength.

Also included in the Authorized Position Review Policy is a Heavy Equipment Operator position and we would like to fill this position with the Heavy Equipment Mechanic position in stead.

The Road Department's fleet is old and requires constant repair. In order to keep up with these repairs, the Road Department would like to add one more mechanic position in the Bishop shop. Currently the Road Department has one Mechanic Shop Supervisor that supervises both the Bishop shop and the Mazourka shop. When he is at the Mazourka shop, there is only one mechanic in the Bishop shop to perform repairs. From an efficiency and safety stand point, the Road Department would like to have at least two mechanics in each shop. When the Bishop mechanic is on any kind of leave, the Shop Supervisor is left to perform the duties of that shop by himself. This restricts the amount of time he can perform supervisorial duties at the Mazourka shop.

ALTERNATIVES:

(1) The Board could elect not to change the Equipment Operator position to a Heavy Mechanic position. This is not recommended as the Road Department's aging fleet requires constant attention and the Road Department would benefit more by having another mechanic at this time. There are sufficient funds in the Road Budget to fund this position.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's Office

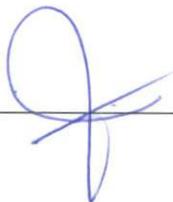
FINANCING:

The requested position is included in the Authorized Strength for the Road Department and has been included in the Salaries and Benefits identified in the Road 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: <u>N/A</u> Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>2/20/13</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>2/26/13</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3/1/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
22

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

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: March 12, 2013

SUBJECT: Request Board approve a Resoluton authorizing Inyo County to act as Grantee for Proposition 84 Round Two Implementation Funding for grant funds from the State of California Department of Water Resources

DEPARTMENTAL RECOMMENDATION:

The Water Department recommends the Board approve the Resolution entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, authorizing Inyo County to act as Grantee for Proposition 84 Round Two Implementation Funding for grant funds from the State of California Department of Water Resources and authorizing the Director of the Inyo County Water Department to act as Project Director".

SUMMARY DISCUSSION:

The Water Department has prepared the Resolution and requests your Board's approval. The funds will be used for grant proposals submitted by RWMG and awarded by the State of California Department of Water Resources. This Grant does require matching funds.

The County will be accepting responsibility for the grant funds, completion of the funded projects, and compliance with all grant obligations. The County would be responsible for obtaining from subcontractors the 25% match requirement for some projects if they did not qualify under a disadvantaged community waiver; demonstrating that there are sufficient funds to complete the project; quarterly project reports; completion of CEQA and NEPA for various projects; obtaining permits, licenses, and approvals for the projects; assuring commencement and operation of the projects; returning funds to the State if the projects do not progress as contemplated; complete indemnification of the State for any claims arising as a result of the projects; and generally for project completion and performance. To fulfill these responsibilities, the County would subcontract with the project proponents to perform several of these responsibilities, but the County would be involved in the project from start to finish, and this role would need to be clear to the project proponents. The level of effort required for this project is unknown, because it depends on the number of subcontracts. If three or four subcontracts are involved, we anticipate a significant level of effort for invoicing, billing, and reporting, perhaps 25% of a fiscal analyst position, plus CEQA/NEPA expertise, and personnel with subject matter expertise to assess project completion and performance. This expertise could come from any number of County departments, depending on the nature of the projects. It is possible that the State would provide funds, and later through an audit determine that some funds were improperly paid. In that case, the County would be responsible for returning those funds, even if the project proponent had received them. The subcontracts entered into with the project proponents, as well as oversight by County staff, would be the primary means to avoid risk to the County.

During this funding round, \$3,930,000 is available to the seven IRWMP's with the Lahontan Region. A realistic expectation would be that two or three projects will be funded. The number of projects largely determines the workload that the grantee would undertake.

ALTERNATIVES:

Recommended:

- Approve resolution as submitted.

Not recommended:

- Not approve the resolution.

RESOLUTION NO. 2013-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING INYO
COUNTY TO ACT AS GRANTEE FOR PROPOSITION 84 ROUND TWO
IMPLEMENTATION FUNDING FOR GRANT FUNDS FROM THE STATE OF
CALIFORNIA DEPARTMENT OF WATER RESOURCES AND
AUTHORIZING THE DIRECTOR OF THE INYO COUNTY WATER
DEPARTMENT TO ACT AS PROJECT DIRECTOR**

WHEREAS, the State of California, under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code (PRC) Section 75001 et seq.), is providing financial assistance in the form of Integrated Regional Water Management Implementation Grants to further the objectives of the Act; and

WHEREAS Inyo County is a member of the Inyo-Mono Integrated Regional Water Management Group (RWMG), and Integrated Regional Water Management Plans are becoming the State of California's principal vehicle for distributing State water grants and loans to local governments and agencies; and

WHEREAS the California Department of Water Resources grant application process required that each RWMG have a single point of contact (grantee) to act as grantee for any funds awarded by DWR

**NOW, THEREFORE, BE IT RESOLVED THAT THE INYO COUNTY BOARD
OF SUPERVISORS HEREBY:**

1. Pursuant and subject to all of the terms and provisions of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code (PRC) Section 75001 *et seq.*), authorizes the County of Inyo to Act as grantee for Round Two implementation funding for grant funds from the State of California Department of Water Resources.
2. Authorizes Robert Harrington, Director of the Inyo County Water Department or his designee, to act as Project Director for the Proposition 84 Round Two Implementation Funding to receive, disburse, and account for grants funds, and to ensure financial reporting to comply with terms of any grant agreement.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this ___th day of March, 2013, by the following role call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Linda Arcularius, Chairperson

Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio
Clerk of the Board

By: _____
Patricia Gunsolley, Assistant



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: CLERK OF THE BOARD
 By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: March 12, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meetings as follows: A) Regular Meeting of February 12, 2013; and B) Regular Meeting of February 19, 2013 and C) Regular Meeting of February 26, 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 <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ 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
24

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

FROM: County Administrator

FOR THE BOARD MEETING OF: March 12, 2013

SUBJECT: Consideration of ordinance granting 40 year Franchise to Southern California Edison

DEPARTMENTAL RECOMMENDATION:

Request Board A) conduct a public hearing on a proposed ordinance titled "An Ordinance Of The Board Of Supervisors Of The County Of Inyo, State Of California, Repealing Inyo County Ordinance 100, And Granting To Southern California Edison Company, A California Corporation, Its Successors And Assigns, The Right, Privilege And A Franchise To Use And To Construct Poles, Wires, Conduits, And Appurtenances, Including Communication Conduits Necessary Or Proper Therefor, In, Along, Across, Upon, Over, And Under The Public Streets, Ways, Alleys, And Places, As They May Now Or Hereafter Exist, Within The County Of Inyo, For The Purpose Of Transmitting And Distributing Electricity For All Purposes As Authorized Under This Franchise;" and B) waive the first reading of the ordinance and schedule the enactment for 11:00 a.m., Tuesday, March 19, 2013 in the Board of Supervisors Room, at the County Administrative Center, in Independence.

SUMMARY DISCUSSION:

Southern California Edison has applied for a new Franchise for the transmission and distribution of electricity in Inyo County. The company's last Franchise, granted in 1962, expired on September 5, 2012. Company representatives and staff from the Administrator's Office and, later, County Counsel, have been in negotiations regarding a new Franchise for over 18 months, since receipt of the application for a new franchise. In response to the application and related negotiations, the attached Ordinance/Franchise has been agreed to for presentation to, and consideration by your Board.

In preparation for the negotiations, my office reviewed a variety of more-recent Franchises between investor-owned utility companies and cities and counties throughout California, and sought to incorporate the most reasonable, yet advantageous aspects of those agreements into the negotiations. Even though much of the content of the Franchise is governed by parameters established by the Franchise Act of 1937, and other provisions of State law, the proposed Franchise succeeds in including many of these more contemporary concepts and provisions. Overall, the Franchise is for a period of 40-years, and will pay the County maximum sum allowable under the law; two-percent (2%) of SCE's gross annual receipts arising from the use, operation, or possession of the Franchise. The proposed Franchise also clarifies payment schedules, and permit and related-fee requirements.

On February 12, 2013 your Board approved Resolution No. 2013-07 which declared your intent to grant this Franchise and the appropriate notification of the public hearing on this Franchise was published at your Board's direction per PUC Code §6233. Should your Board determine to grant the Franchise per PUC Code §6234 you must do so per an ordinance. This action will begin the process to adopt the ordinance to grant the SCE Franchise.

ALTERNATIVES:

Your Board could choose to not begin the process to consider granting the Franchise to SCE, however, that alternative is not recommended. SCE has been supplying electricity in Inyo County for decades, and this new Franchise will provide the Company the opportunity to continue to provide service to your constituency through an updated Franchise Agreement with SCE. In addition, as a percentage, the amount of the Franchise Fee the company will pay is the highest allowed by law.

Alternately, your Board could not award the Franchise and direct staff to research conversion of the distribution system to a Public Utility. However, your Board is cautioned that this is an arduous, time-consuming and costly process and, for this reason as well as recognition of SCE as a valuable role as a community partner, not recommended for consideration at this time.

OTHER AGENCY INVOLVEMENT:

SCE is regulated by the California Public Utility Commission.

FINANCING:

This Franchise Agreement will provide for the SCE to pay an annual Franchise fee equal two-percent (2%) of SCE's gross annual receipts arising from the use, operation, or possession of the Franchise. This is the maximum allowable under the current law. For comparison, the company has applied the Franchise fee formula in the proposed franchise to the company's Franchise Statement for the County of Inyo for Calendar Year ending December 31, 2010, showing the new franchise would result in the County receiving over \$90,000, compared to the \$59,257.83 actually received for that period.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date <u>2-7-13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  _____ Date: 2/7/13
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

ORDINANCE NO. -__

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING INYO COUNTY ORDINANCE 100, AND GRANTING TO SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND A FRANCHISE TO USE AND TO CONSTRUCT POLES, WIRES, CONDUITS, AND APPURTENANCES, INCLUDING COMMUNICATION CONDUITS NECESSARY OR PROPER THEREFOR, IN, ALONG, ACROSS, UPON, OVER, AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS, AND PLACES, AS THEY MAY NOW OR HEREAFTER EXIST, WITHIN THE COUNTY OF INYO, FOR THE PURPOSE OF TRANSMITTING AND DISTRIBUTING ELECTRICITY FOR ALL PURPOSES AS AUTHORIZED UNDER THIS FRANCHISE

This Franchise Agreement, herein referred to as "Agreement" or "Franchise," is entered into on xxxxxx, 2013, by and between the COUNTY OF INYO, herein referred to as "County," and Southern California Edison Company, a California Corporation, authorized to do business in the state of California, herein referred to as "Grantee". County and Grantee are referred to herein collectively as the "Parties."

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF INYO, DOES ORDAIN AS FOLLOWS:

SECTION 1. As used in this ordinance, the following words and phrases shall have the following meanings, unless the context in which they are used shall clearly import a different meaning:

- (a) The word "Grantee" shall mean Southern California Edison Company (SCE) and its lawful successors or assigns;
- (b) The word "County" shall mean the County of Inyo, a political subdivision of the State of California, ;
- (c) The word "Roads" shall include county highways, roads, streets, alleys, ways, and places as defined in Streets and Highways Code section 941, those rights reserved to the county in Streets and Highways Code section 681, and rights-of-way dedicated to the County for road purposes as the same now or may hereafter exist within the County;
- (d) The phrases "poles, wires, conduits, and appurtenances" and "electrical facilities" shall mean poles, towers, supports, wires, conductors, cables, guys, stubs, platforms, crossarms, braces, transformers, insulators, conduits, ducts, vaults, manholes, meters, cut-outs, switches, related communication conduits and

circuits, appliances, attachments, appurtenances, and any other property located or to be located in, over, under, along, across, or upon Roads of the County, and used or useful, directly or indirectly, for the purpose of transmitting or distributing electricity for all lawful purposes;

- (e) The phrases "construct" and "construct and use" shall mean to lay, construct, excavate, erect, install, operate, maintain, use, repair, replace, relocate, or remove poles, wires, conduits, and appurtenances used for transmitting and distributing electricity for all purposes with the Franchise Area;
- (f) The word "Franchise" shall mean and include any authorization granted hereunder in terms of a privilege to use, and to construct and use, electric transmission and distribution facilities, including related communication circuits, for transmitting and distributing electricity for all lawful purposes, in, under, along, across, and upon Roads within the County;
- (g) The term "Franchise Act of 1937" shall mean California Public Utilities Code Sections 6201, et seq.
- (h) The word "Franchise Area" shall mean the unincorporated area of the County of Inyo.

SECTION 2. The County hereby grants a Franchise to Grantee, its successors and assigns pursuant to and in accordance with the Franchise Act of 1937. The franchise provides Grantee with all rights set forth in the Franchise Act of 1937 including, but not limited to Grantee's right to use, and to construct and use, poles, wires, conduits, and appurtenances, including related communication conduits and circuits necessary or proper therefor, for transmitting and distributing electricity for all lawful purposes in, under, along, across, over and upon Roads within the County.

SECTION 3. This Franchise shall be for a term of forty (40) years from the effective date of this Ordinance and shall endure in full force and effect unless, with the consent of the Public Utilities Commission of the State of California, this Franchise shall be voluntarily surrendered or abandoned by the Grantee, or unless the State or some municipal or public corporation purchases by voluntary agreement or condemns and takes under the power of eminent domain, all property actually used and useful in the exercise of this Franchise and situated within the territorial limits of the State, municipality, or public corporation purchasing or condemning such property, or unless this Franchise shall be forfeited for noncompliance with its terms by the Grantee.

SECTION 4. Grantee shall have the following duties and liabilities during the life of this franchise:

- (a) **Payment.** The Grantee shall pay to the County the sum provided by law, which is two percent (2%) of the Grantee's gross annual receipts arising from the use, operation, or possession of this Franchise; except that such payment shall in no event be less than one percent (1%) of the Grantee's gross annual receipts derived from the sale of the utility service for which the Franchise is awarded within the unincorporated areas of the County.

The Grantee shall pay to the County within fifteen (15) days after the time for filing its verified statement of gross receipts, specified in Section 4(b) below, in lawful money of the United States, the percentage specified above of its gross receipts for the calendar year covered by the statement. Subject to Section 7 hereof, any neglect, omission, or refusal by the Grantee to file the verified statement, or to pay the percentage at the times or in the manner hereinbefore provided, shall constitute grounds for the declaration of forfeiture of this Franchise and of all rights hereunder.

If the Grantee has not made payment in full by the deadlines established above and below, the payment due shall be subject to a late penalty charge. If paid within three (3) months after the deadlines established above and below, the late penalty charge shall be five percent (5%) of the amount due for each year or portion thereof such fees are in arrears. However, if Grantee has not made payment within three (3) months after the deadlines established above and below, the amount of the late penalty shall increase to ten percent (10%) of the amount due for each year or portion thereof such fees are in arrears. This amount is not interest and therefore shall not be prorated.

In the event of a change in the law allowing County to collect Franchise Fees in excess of those currently set forth in the 1937 Franchise Act, County shall have the right to elect to receive any higher rate for the remaining term of this Agreement.

- (b) **Verified Statement.** The Grantee shall file with the Clerk of the Board of Supervisors, within three (3) months after the expiration of the calendar year a verified statement showing in detail the total gross receipts of the Grantee derived during the preceding calendar year, or fractional calendar year following the date of the granting of this Franchise, from the sale of electricity within the County.

Upon reasonable notice, the Clerk of the Board of Supervisors, or any qualified person designated by the County, may audit Grantee's records for the purpose of verifying the data set out in the verified statement.(c) **Reimbursement of**

Publication Expenses. As set forth in Section 6293 of the Franchise Act, the Grantee shall pay to the County a sum of money sufficient to reimburse it for all reasonable publication expenses incurred by it in connection with the granting of this Franchise; such payment to be made within thirty (30) days after the County furnishes the Grantee with a written statement of such expenses.

- (d) **Compliance with Ordinances/Rules/Laws.** The Grantee and all its contractors, sub-contractors, and vendors shall construct, install, and maintain all poles, wires, conduits, and appurtenances in accordance and in conformity with all of the ordinances and rules adopted by the Board of Supervisors of the County of Inyo, in the exercise of its police powers and not in conflict with the paramount authority of the State, and, as to state highways, subject to the laws relating to the location and maintenance of such facilities therein.
- (e) **Payment of Cost to Repair Public Property.** As set forth in Section 6295 of the Franchise Act of 1937, the Grantee shall pay to the County on demand the cost of all repairs to public property, including but not limited to any public street, way, alley or place necessitated by any of the operations of Grantee under this Franchise. Alternately, the County may require the Grantee, at the Grantee's own cost and expense, to commence to repair any such damage within thirty (30) days of its occurrence and complete within a reasonable period of time, and restore such portion of such damaged public property to as good a condition as such property existed before such damage occurred.
- (f) **Permits.** This Franchise does not in any way relieve the Grantee of its obligation to secure an encroachment permit or other permits pursuant to and in accordance with all applicable County Ordinances. However, in securing an encroachment permit, the Grantee shall not be charged right-of-way fees by the County for rights-of-way subject to this Agreement.

The County may require Grantee to obtain ministerial permits from the County for the purpose of notifying the County as to the approximate date and times that Grantee will be conducting its operations within the public streets and to reflect County requirements for such work. County shall grant to Grantee, for a nominal fee, a blanket permit to carry out routine work affecting the public right-of-way in the County.

- (g) **Removal or Relocation of Facilities.** As required by Section 6297 of the Franchise Act of 1937, the Grantee shall remove or relocate any facilities installed, used, and maintained under the franchise if and when made necessary by any lawful change of grade, alignment or width of any public street, way, alley or place including the construction of any subway or viaduct or other County

improvements, including any public works construction projects, undertaken by the County of Inyo. Such removal or relocation shall be performed by Grantee without expense to the County or entities governed by the Inyo County Board of Supervisors. However, the Grantee is not precluded from seeking reimbursement from a private entity of Grantee's expenses in removing or relocating such facilities if such removal or relocation is for the benefit of a private developer.

- (h) **Indemnification.** As set forth in Section 6296 of the Franchise Act, the Grantee shall defend, indemnify and hold harmless the County and its officers from all liability for damages proximately resulting from any of Grantee's operations under this Franchise. The Grantee shall also indemnify and hold harmless the County and its officers from any claim, action or proceeding against the County or its officers to attack, set aside, void, or annul the County's approval of this Ordinance unless resulting from the County's own negligence or failure to comply with the County Code or State law. .
- (i) **Audit.** The Clerk of the Board of Supervisors or the County Auditor-Controller, or any certified public accountant, or third party as designated by the County, may make examination at Grantee's offices at any reasonable time during business hours, of its books, records, and accounts germane to and for the purpose of verifying the data set forth in the verified statement.
- (j) **General Regulations.** Grantee shall perform its work in compliance with applicable requirements of the California Public Utilities Commission (CPUC) and Federal Energy Regulatory Commission (FERC). All lines placed and constructed during the term of this Agreement shall be documented on recorded drawings as to the location, type, configuration and dimension. To the extent they are available, said record drawings shall be available within sixty (60) calendar days upon receiving a written request by the County. County acknowledges such drawings provided by the Grantee may not accurately depict the location of Grantee's lines or other facilities.

Grantee asserts that any writings or other information provided to County pursuant to this Franchise that identify the native placement or capabilities of any of Grantee's electrical facilities located within the County are exempt from public disclosure under the California Public Records Act, Government Code Section 6250 and following, including but not limited to Section 6254 (e). Any such writings or information that Grantee believes are proprietary or financial information or Critical Energy Infrastructure Information ("CEII") under Title 6 Section 131(3) of the United States Code, as defined in this agreement, shall be clearly marked or identified as such when provided to the County. In the event of a request for presentation of such confidential information the County shall

forthwith notify Grantee of the request in writing. Thereafter, Grantee may consent to the disclosure in writing. Alternatively, Grantee may object to the disclosure of such Confidential Information. If County determines that such information is required by statute to be released, it shall, prior to releasing the information, provide notice of its determination to Grantee and an opportunity for Grantee to obtain a court decision regarding the status of the information. During the period of time in which the information is withheld by County, Grantee agrees to indemnify, defend and hold harmless the County in any action brought to disclose the withheld information.

- (k) **Third Party Access to Facilities.** Except in those cases where Grantee is required by State or Federal law to provide access to its Facilities to third parties, use of Grantee's Facilities for any purpose other than the uses permitted by the Ordinance shall require notice to and consent by the County. Such consent may be conditioned upon entering into a franchise for the uses other than those permitted by this Ordinance, entering into an appropriate rental agreement or entering into such other agreement as may be appropriate.

SECTION 5. This Franchise does not in any way impair or affect the right of the County to acquire the property of the Grantee by purchase or condemnation, and nothing in this Franchise shall be construed to contract away, modify or abridge, either for a term or in perpetuity, the County's right of eminent domain in respect to the Grantee or any other public utility. This Franchise shall never be given any value before any court or other public authority in any proceeding of any character in excess of the cost to the Grantee of the necessary publication and any other sum paid by it to the County herefor at the time of acquisition.

SECTION 6. The County, by its County Board of Supervisors, may declare this Franchise forfeited if the Grantee fails, neglects or refuses to comply with any of the provisions or conditions of this Franchise, and does not within thirty (30) days after written demand for compliance begin the work of compliance, or after such beginning does not prosecute the work with due diligence to completion. Grantee reserves the right to contest a declaration of forfeiture and formal termination taken pursuant to Section 6292 of the Franchise Act in a court of competent jurisdiction.

SECTION 7. This ordinance and the various parts, sections and clauses thereof are hereby declared to be severable. If any part, sentence, paragraph, section or clause of this ordinance, or its application to any person or entity is adjudged unconstitutional or invalid, such unconstitutionality or invalidity shall affect only such part, sentence, paragraph, section or clause of this ordinance, or person or entity; and shall not affect or impair any of the remaining provisions, parts, sentences, paragraphs, sections or clauses of this ordinance, or its application to other persons or entities. The Board of Supervisors hereby declares that this

ordinance would have been adopted had such unconstitutional or invalid part, sentence, paragraph, section or clause of this ordinance not been included herein; or had such person or entity been expressly exempted from the application of this ordinance.

SECTION 8. This Franchise shall not become effective until the Grantee files written acceptance hereof with the Clerk of the Board of Supervisors within thirty (30) days after the adoption of this ordinance. Such written acceptance shall constitute a continuing agreement by the Grantee that if and when the County later annexes, or consolidates with, additional territory, all franchises, rights and privileges owned by the Grantee therein shall be deemed abandoned within the limits of the additional territory.

SECTION 9. As a condition for the grant of this Franchise, Grantee shall not be delinquent in the payment of any fees, assessments, taxes (including real property taxes) to the County, or to any special district of the County, at any time during the term of this Franchise. This Section shall not be construed to prevent Grantee from challenging the imposition of any such fee, assessment, or tax as being violative of Grantee's rights and/or law. Grantee shall not be in violation of this Franchise to the extent it is challenging such fee, assessment, or tax before the County or in a court of competent jurisdiction.

SECTION 10. The County may sue in its own name for the forfeiture of this Franchise, in the event of noncompliance with any of the provisions or conditions hereof by the Grantee.

SECTION 11. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post office. Should County or Grantee have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands, or requests between Grantee and the County shall be addressed as follows:

COUNTY

County of Inyo
Attention: County Administrative Officer / Clerk of the Board of Supervisors
224 N. Edwards Street
Independence, CA 93526
Any regular U.S. mail notices are sent to:
P.O. Drawer N
Independence, CA 93526

With A Copy To County Counsel
224 N. Edwards Street
Independence, CA 93526
Any regular U.S. mail notices are sent to:
P.O. Drawer N
Independence, CA 93526

GRANTEE Southern California Edison Company
Local Governmental Affairs
Attn: Franchise Department
2244 Walnut Grove Ave
GO 1, Quad 4C
Rosemead, CA 91770-3714

With A Copy To Southern California Edison Company
Local Public Affairs, Region Manager
Address
Address

SECTION 12. This ordinance shall take effect and be in full force thirty (30) days after its passage by the County Board of Supervisors. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Inyo County Board of Supervisor

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by: _____
Patricia Gunsolley, Assistant

APPROVED AS TO FORM:

County Counsel

STATE OF CALIFORNIA

COUNTY OF INYO

I, xxxxx, County Clerk of the Board of the County of Inyo, do hereby certify that the foregoing Ordinance No. – xxxxx was duly adopted by the County Board of Supervisors of the County of Inyo at a regular meeting, held on the xx day of xxxx, 2013, by the following vote of the County Board of Supervisors:

Clerk of the Board